



The Corporation of the Township of Dawn-Euphemia

- A G E N D A -

Monday, June 15, 2026 – 6:30 pm

REGULAR MEETING OF COUNCIL

Municipal Office, 4591 Lambton Line

Be advised that Council Meetings are being recorded and live streamed. If you wish to attend via zoom, please contact the Clerk for an invitation. Comments and opinions expressed by individual Council Members, guests and the general public are their own, and do not necessarily represent those of the Dawn-Euphemia Council. The official record of the Council Meeting shall consist solely of the Minutes approved by Council.

-
1. **CALL TO ORDER**
 2. **DISCLOSURE OF PECUNIARY INTEREST**
 3. **DELEGATIONS**
 - a) **6:30 PM - Fire Chief Don Ewing - Automatic Aid Agreement**
 - i) Letter dated June 11, 2026 from The Village of Oil Springs Re: Request for Assistance
 - ii) By-Law 2026-17, being a by-law to Authorize an Automatic Aid Agreement
 - iii) Report regarding OPP Request for Use of Space
 4. **ADOPTION OF MINUTES**
 - a) Minutes of Regular Council Meeting of June 1, 2026
 - b) Minutes of the Fire Committee of Brooke-Alvinston for November 4, 2025 & January 27, 2026
 5. **BUSINESS ARISING FROM MINUTES**
 6. **PLANNING/DRAINAGE/PROPERTY**
 7. **REPORTS**
 - a) Report from Administrator-Clerk Re: Monthly Activity Report
 8. **CORRESPONDENCE**

Information Only

 - a) Letter dated May 28, 2026 from Emergency Preparedness Re: 2025 Compliance
 - b) AMCTO Primer to Planning Certificate – Brandi Poland
 - c) Plympton-Wyoming 25th Anniversary Celebration
 - d) Letter dated March 18, 2026 from Southwestern Sales Corporation Re: Dalton Dawn Blend
 9. **OTHER BUSINESS**
 - a) Accounts
 10. **BY-LAW**
 - a) By-Law 2026-14 – By-law and Report from Administrator-Clerk Re: Prescribe the Height and Type of Fences
 - b) By-Law 2026-15, being a by-law to Appoint an Administrator-Clerk
 - c) By-Law 2026-16, being a by-law to Authorize Signing Officers
 - d) By-Law 2026-18, being confirmatory by-law, 2nd quarter

11. CLOSED SESSION

a) Two (2) Matter under S.239(2)(b) Personal Matters about an Identifiable Individual

12. ADJOURNMENT: Next Meeting of Council

Committee of Adjustment Meeting – Monday July 6, 2026 @ 6:10pm

Regular Council Meeting – Monday July 6, 2026 @ 6:30 pm

The Corporation of the Township of Dawn-Euphemia

3a

RESOLUTION – REGULAR MEETING

Date: June 15, 2026

Moved by:	Seconded by:	Recorded Vote:	
		Order	Vote
<input type="checkbox"/> A. Broad	<input type="checkbox"/> A. Broad	_____	_____ A. Broad
<input type="checkbox"/> A. Gray	<input type="checkbox"/> A. Gray	_____	_____ A. Gray
<input type="checkbox"/> P. LeBoeuf	<input type="checkbox"/> P. LeBoeuf	_____	_____ P. LeBoeuf
<input type="checkbox"/> M. McGuire	<input type="checkbox"/> M. McGuire	_____	_____ M. McGuire
<input type="checkbox"/> J. Meyer	<input type="checkbox"/> J. Meyer	_____	_____ J. Meyer

That Council, in consultation with the Dawn-Euphemia Fire Chief accept the request from the Village of Oil Springs, dated June 11, 2026, to provide automatic aid assistance to the Village of Oil Springs and the Township of Enniskillen as per By-Law 2026-17;

And that By-Law 2026-17, being a By-Law to Authorize an Automatic Aid Agreement between the Township of Dawn-Euphemia, Village of Oil Springs and the Township of Enniskillen, be considered read a first and second time, read a third time and finally passed this 15th day of June, 2026. *Carried.*



The Corporation of the Village of Oil Springs

"Site of the first commercial oil well in North America"

4591 Oil Springs Line, Box 22
Oil Springs, ON N0N 1P0

Ph.: (519) 834-2939 Fax: (519) 834-2333



June 11, 2026

Township of Dawn-Euphemia
4591 Lambton Line
Dresden ON N0P 1M0

To Council of the Township of Dawn-Euphemia

Re: Automatic Aid Agreement between The Township of Dawn-Euphemia, Village of Oil Springs and the Township of Enniskillen

The Oil Springs South Enniskillen Fire Department's Fire Chief is retiring on June 30, 2026. The fire department does not currently have a qualified candidate to fill the position. The Oil Springs Fire Board has requested that the Council of the Village of Oil Springs and the Township of Enniskillen appoint the current Deputy Chief as Fire Chief effective July 1 2026. This individual has taken many of the required courses to fulfill the roll of Fire Chief, but unfortunately has not received the results of the training to confirm qualification. He is committed to continuing training and certification as required. As we are all aware, the regulations around training for volunteer fire departments across the Province is changing as of July 1 2026.

Staff of the Village of Oil Springs, Township of Enniskillen and Township of Dawn-Euphemia, in cooperation with the Fire Chiefs' from Oil Springs and Dawn-Euphemia have prepared the attached draft Automatic Aid Agreement. We request that the Dawn-Euphemia Fire Department assist us with automatic aid as set out in the draft by-law. The temporary agreement will be in effect from July 1 2026 – December 31 2026 with commitment to review the agreement in September of this year.

Thank you in advance for your consideration.


Jennifer Anderson

Clerk, Village of Oil Springs

3a(ii)



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW 2026 - 17

Being a By-Law to Authorize an Automatic Aid Agreement between the Township of Dawn-Euphemia, Village of Oil Springs and the Township of Enniskillen

WHEREAS pursuant to Section 9 of the Municipal Act, 2001 S.O. 2001, c.25 as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS pursuant to Section 11(1) the Municipal Act, 2001 S.O. 2001, c.25 as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in Section 11(4) of the Act; and

WHEREAS Section 2(6) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services; and

WHEREAS the Township of Dawn-Euphemia, The Village of Oil Springs and The Township of Enniskillen agree as follows:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ENNISKILLEN ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized to execute the agreement between the Corporation of the Township of Dawn-Euphemia, the Corporation of the Village of Oil Springs and the Corporation of the Township of Enniskillen, as per the attached Schedule A; the Fire Area described in Appendix A, the Response Criteria in Appendix B and the Reimbursement of Cost described in Appendix C.
2. That all other by-laws or parts of by-laws inconsistent with this by-law are hereby repealed.
3. That this By-law shall come into force and take effect upon passing.

Read a first, second and third time and finally passed this 15th day of June 2026.

Mayor

Clerk

SCHEDULE "A"

THIS AGREEMENT made in triplicate and shall be effective upon passing

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA
Hereinafter referred to as the "Township of Dawn-Euphemia"
Party of the First Part

AND

THE CORPORATION OF THE TOWNSHIP OF ENNISKILLEN
Hereinafter referred to as the "Township of Enniskillen"
Party of the Second Part

AND

AND THE CORPORATION OF THE VILLAGE OF OIL SPRINGS
Hereinafter referred to as the "Village of Oil Springs"
Party of the Third Part

WHEREAS Section 2 (6) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services; and

WHEREAS the Township of Dawn Euphemia, the Village of Oil Springs and the Township of Enniskillen operate fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within their respective municipality; and

WHEREAS the Township of Dawn-Euphemia and the Village of Oil Springs and the Township of Enniskillen are prepared to make available fire protection services as defined in Appendix "A" attached to and forming part of this agreement; and

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions:

In this agreement,

- a. "Appendix A" means the description of the fire protection area for the Village of Oil Springs and the Township of Enniskillen attached to and forming part of this Agreement.
- b. "Appendix B" means the description of the fire protection services for the Township of Dawn-Euphemia, Village of Oil Springs, and Township of Enniskillen attached to and forming part of the Agreement.
- c. "Appendix C" means the Reimbursement of Costs attached to and forming part of this Agreement.
- d. "Fire Chief" means the Chief of the Dawn-Euphemia and Oil Springs South Enniskillen Fire Departments.
- e. "Fire protection services" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: includes fire suppression, rescue and emergency services and delivery of all these services."

2. Obligations

TOWNSHIP OF DAWN-EUPHEMIA

The Township of Dawn-Euphemia shall ensure that:

- a. Fire protection services will be supplied to all the properties and residents (barring extenuating circumstances, such as environmental factors, obstructions, remote and/or inaccessible properties, private road ways, lanes, and drives) situated within the geographical area as shown in Appendix "A". These services shall be consistent with the level of service outlined in the current by-law establishing and regulating the Dawn-Euphemia Fire Department and shall not include such services as ice, water, high angle or trench rescue.
- b. The fire apparatus and personnel of the fire department will respond to occurrences in the fire area of Appendix "A" in a like manner as if the response were in the Township of Dawn-Euphemia.
- c. The Dawn-Euphemia Fire Department Chief or designate shall have full authority and control, including Incident Command, over any and all activities in the fire areas as per Appendix A.
- (d) The Village of Oil Springs will be responsible for completing the Standard Incident Reports. Investigation will be done by a qualified investigator. Each department on scene shall continue to assist if requested, either through this agreement or through a declaration of Mutual Aid.

TOWNSHIP OF ENNISKILLEN AND THE VILLAGE OF OIL SPRINGS

The Township of Enniskillen and Village of Oil Springs shall ensure that:

- a. Fire protection services will be supplied to all the properties and residents (barring extenuating circumstances, such as environmental factors, obstructions, remote and/or inaccessible properties, private road ways, lanes, and drives) situated within the geographical area as shown in Appendix "A". These services shall be consistent with the level of service outlined in the current by-law establishing and regulating the Oil Springs South Enniskillen Fire Department and shall not include such services as ice, water, high angle or trench rescue.
- b. The fire apparatus and personnel of the fire department will respond to occurrences in the fire area of Appendix "A" in a like manner as if the response were in the Township of Dawn-Euphemia.
- c. The Dawn-Euphemia Fire Chief or designate shall have full authority and control over any and all activities in in the fire areas as per Appendix "A" and will be in charge of Incident Command.

3. Limitations

The Fire Chief or designate may:

- a. Refuse to supply responses if response personnel, apparatus and/or equipment are required in the Township of Dawn-Euphemia the County or elsewhere, under the provisions of the County Mutual Fire Aid Plan and Program.

4. Reimbursement for Costs

- a. The Township of Dawn-Euphemia, the Township of Enniskillen and the Village of Oil Springs agree that as a result of this agreement, reimbursement of costs associated with fire calls situated within the area defined in Appendix "A" to this agreement for the term of this agreement shall be as defined in Appendix "C" to this agreement

5. Amendment or Termination

- a. This agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- b. This agreement shall be deemed to be terminated, without a requirement of notice, December 31, 2026 unless an extension is agreed to by all parties prior to December 31 2026.
- c. This agreement shall be reviewed by the Fire Chief and Clerk of the Township of Dawn-Euphemia, Township of Enniskillen and Village of Oil Springs prior to September 15, 2026, to determine if an extension or termination is required.

6. Municipal Liability Insurance

- a. Each party to the agreement shall maintain and keep in full force and effect at it's own expense a policy of general public liability and property damage insurance with respect to the provision of fire services protecting against claims for personal injury, death and property damage in which the limits shall be not less than \$10,000,000 in respect of injury or death to a single person, for each occurrence and not less than \$10,000,000 in respect of property damage, automobile liability, mandatory requirements for owned and leased vehicles, third party liability and statutory coverages. Each party agrees to name the other party to the agreement, as an additional insured on the policy. The policies shall include Cross Liability; Contractual Liability; Medical Malpractice; Non-owned Automobile. The policy shall provide 30 days prior notice of cancellation
- b. Each party shall provide proof of such insurance upon executing this Agreement and at any other time as requested from time to time by any party to this agreement

7. Indemnity for Provision/Non-Provision of Fire Protection Services

- a. The Township of Dawn-Euphemia agrees to defend, indemnify and save harmless The Corporation of the Township of Enniskillen and the Corporation of the Village of Oil Springs and its elected officials, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all claims of any nature, actions, damages, losses, expenses, fines, costs (including reasonable legal fees) (collectively, "Losses") suffered or incurred by the Indemnified Parties, or any one of them, caused by, directly or indirectly, the Township of Dawn-Euphemia's (including, for greater certainty, its employees, officers, agents and volunteer's) negligence in the performance of its obligations under this Agreement, its willful misconduct and/or failure to perform its obligations, save and except that the Township of Dawn-Euphemia shall not be required to defend, indemnify and save harmless any Indemnified Parties for any Losses or parts thereof resulting from the Indemnified Parties' own negligence and/or willful misconduct. The Corporation of the Township of

Enniskillen and Village of Oil Springs agrees to defend, indemnify and save harmless The Township of Dawn-Euphemia for Losses on the same terms and conditions hereof, mutatis mutandis. Any and all rights and obligations of either party under this paragraph B(a) that have accrued prior to the termination of this Agreement shall survive the termination of this Agreement.

- b. The Indemnifying Party agrees to defend, indemnify and save harmless the Indemnified Party from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Indemnifying Party's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the parties in accordance with this Contract, and shall survive this Contract.
- c. Notwithstanding anything herein contained, no liability shall attach or accrue to the Township of Dawn-Euphemia or members of the Dawn-Euphemia Fire Department for failing to supply the Township of Enniskillen and Village of Oil Springs on any occasion, or occasions, any of the fire protection services provided for in the Agreement.
- d. No liability shall attach or accrue to the Township of Dawn-Euphemia or members of the Dawn-Euphemia Fire Department by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the fire department while engaged in the provision of fire protection services in the fire area.
- e. No liability shall attach or accrue to the Township of Enniskillen and Village of Oil Springs or members of the Enniskillen/Oil Springs Fire Department by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the fire department while engaged in the provision of fire protection services in the fire area.

8. Severability

- a. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provisions or covenant in it and the invalid provision or covenant shall be deemed to be severable.

9. Effective Date

This Agreement shall come into effect on the 1st day of July 2026.

IN WITNESS WHEREOF the parties hereto sign by their duly authorized signing officers in that regard.

THE CORPORATION OF THE TOWNSHIP OF ENNISKILLEN

Mayor, Kevin Marriott

Administrator-Clerk Christine Poland

THE CORPORATION OF THE VILLAGE OF OIL SPRINGS

Mayor, Ian Veen

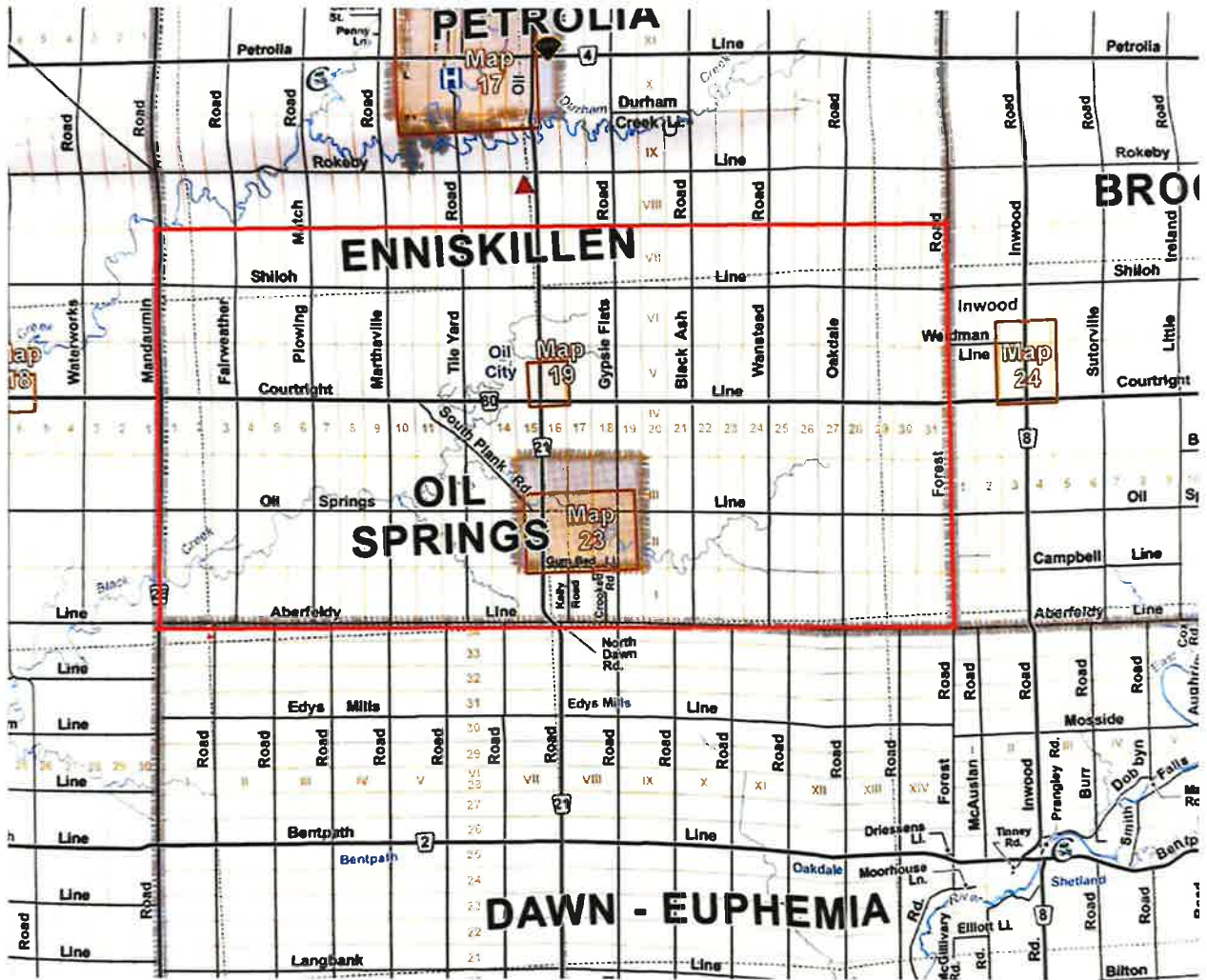
Clerk-Treasurer, Jennifer Anderson

THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

Mayor, Alan Broad

Clerk-Administrator, Donna Clermont

FIRE AREA SERVICED BY OIL SPRINGS SOUTH ENNISKILLEN FIRE DEPARTMENT



Appendix "B"

**FIRE AREAS SERVICES RESPONSE CRITERIA
TOWNSHIP OF DAWN-EUPHEMIA (DAWN EUPHEMIA FIRE DEPARTMENT) AND THE
VILLAGE OF OIL SPRINGS AND THE TOWNSHIP OF ENNISKILLEN (OIL SPRINGS SOUTH
ENNISKILLEN FIRE DEPARTMENT)**

1. This Automatic Aid agreement will be active 24 hours per day.
2. This Automatic Aid agreement will apply to all calls.



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

3a(iii)

4591 Lambton Line, RR # 4, Dresden, ON N0P 1M0
Tel: (519) 692-5148 Fax: (519) 692-5511 Public Works Department: (519) 692-5018
Email: admin@dawneuphemia.on.ca Website: www.dawneuphemia.ca

To: Members of Dawn-Euphemia Township Council
Meeting Date: June 15, 2026
From: Donna Clermont, Administrator-Clerk
Subject: **OPP Request Use of Space**

Open Session Report

Background:

Attached is a request from the OPP regarding use of available workspace within the Township of Dawn-Euphemia. The request is self-explanatory.

This request was originally brought before Council At the regular meeting of Monday June 1st 2026, and was deferred pending further discussions with the Fire Chief.

The Fire Chief has agreed to permit use of the Fire Community Hall which would meet the majority of the requested space and access requirements. The benefit of using the community hall is that access can be restricted from the rest of the fire hall.

Comments:

I recommend that the OPP be given the option of installing a keypad (at their expense) to front, left entrance.

Recommendation:

That the OPP be offered the use of the Fire Hall (hall only) for use by on-duty officers for administrative tasks; and any modifications to the building or offered space may be done in consultation with and approval of the Fire Chief.

From: [REDACTED]
Sent: May 21, 2026 3:50 PM
To: [REDACTED] >
Subject: RE: OPP question - Oil Springs

Dear Council Members of Dawn-Euphemia, Enniskillen and Oil Springs,

On behalf of the Lambton County Ontario Provincial Police (OPP), I am writing to formally outline our interest in partnering with local municipalities to establish secure, remote workspaces within your communities.

Purpose

The intent of this initiative is to allow frontline officers to complete administrative duties within the communities they serve, rather than returning to larger detachment offices. This approach supports:

- Reduced response times to calls for service
- Increased visible police presence
- Enhanced community safety and deterrence of unlawful activity

Proposed Use

These workspaces would be utilized intermittently by on-duty officers for administrative tasks such as report writing, briefings, and communication. Usage would occur during standard operational hours, including evenings and weekends, depending on policing needs.

Space and Access Requirements

To support operational effectiveness and officer safety, the OPP is seeking access to workspace that includes:

- **Secure Access:**
 - Restricted entry (preferred keypad entry system; secure key access may be considered)
- **Workspace:**
 - Desk or table space sufficient for a docking station and monitor
 - Access to electrical outlets
- **Connectivity:**
 - Reliable Wi-Fi access to support secure police systems
- **Basic Facilities:**
 - Access to washroom facilities
 - Access to kitchen or break area (preferred but not mandatory)
- **Location Preference:**

- Ideally within municipal buildings such as municipal offices, local firehall, or similar facilities. Ideally, OPP would have an office space that can be secured and accessed only by police within a municipal facility.

Operational Considerations

- Workstations would not be staffed continuously and would be used on an as-needed basis.
- The OPP will work collaboratively with municipalities to ensure any space used aligns with local policies, safety requirements, and operational expectations.

Next Steps

We welcome the opportunity to discuss feasibility, available locations, and any considerations your municipality may have in supporting this initiative.

Thank you for your continued partnership in enhancing community safety across Lambton County.

Respectfully,

[Redacted signature block]

The Corporation of the Township of Dawn-Euphemia



RESOLUTION – REGULAR MEETING

Date: June 15, 2026

Moved by:	Seconded by:	Recorded Vote:	
		Order	Vote
<input type="checkbox"/> A. Broad	<input type="checkbox"/> A. Broad	_____	_____ A. Broad
<input type="checkbox"/> A. Gray	<input type="checkbox"/> A. Gray	_____	_____ A. Gray
<input type="checkbox"/> P. LeBoeuf	<input type="checkbox"/> P. LeBoeuf	_____	_____ P. LeBoeuf
<input type="checkbox"/> M. McGuire	<input type="checkbox"/> M. McGuire	_____	_____ M. McGuire
<input type="checkbox"/> J. Meyer	<input type="checkbox"/> J. Meyer	_____	_____ J. Meyer

That the Minutes of the Regular Council Meeting of June 1, 2026,
be adopted. *Carried.*



The Corporation of the Township of Dawn-Euphemia

- MINUTES -

Regular Council Meeting
Monday June 1, 2026
6:30 pm, Municipal Office, 4591 Lambton Line

Present: Mayor: A. Broad (left at 7:37pm)
Councillors: A. Gray (arrived @ 7:07pm)
P. LeBoeuf
M. McGuire
J. Meyer

Staff Present: D. Clermont, Administrator-Clerk
J. Collison, Public Works Superintendent (6:55pm to 7:30pm)
M. Gawley, Future Administrator-Clerk

Disclosures: Mayor Broad declared Conflict of Interest on item 7b) Report from Administrator-Clerk Re: Motion to Reconsider – ICI Recycling Transition - 2027 for reason of employment relation.

**Delegation: Re: J.L. Richards, Alison Bucking, Planner and Marilyn Cameron, Planner,
6:30 pm – 7:25 pm**

The Delegation from J.L. Richards, presented their Background Report presentation to the Mayor and Council with regards to the Dawn-Euphemia Official Plan Review. Their Agenda included the Project Scope, Key Findings, Next Steps and an Opportunity for Question. Key focus areas include:

Legislative & Provincial/County Policy Changes: Update policies related to site plan control to reflect legislative changes to the Planning Act, Include policies which enable the Township to delegate the passing of Minor Zoning By-law Amendments to staff, Update complete application requirements in accordance with proposed provincial regulation, Remove reference to bonusing and Update parkland dedication requirements.

Protect Agricultural Lands and Reflect the Unique Nature of Farming in the Township: Minimum Farm Lot Size, Surplus Farm Dwelling Severances – Severed Lot & Retained Lot, Original Farm Parcel, Additional Residential Units and On-Farm Diversified Uses.

Support Modest Population Growth: Population & Dwelling Forecasts, Land Supply Sufficiency, Servicing Hierarchy, Hamlet Development Opportunities, Housing Policies and Urban Settlement Designation.

Protect Existing Industries While Providing Opportunities for Economic Diversification: Gas Compressor Station Areas, Designation Updates, Oil, Gas & Salt Resources and Mineral Aggregates.

Protect The Natural Environment: County NHS Identification, Natural Heritage as Overlays, Environmental Impact Studies and Significant Woodlands.

Protect Public Health and Safety: Criteria for When Limited Development May Be Permitted and Wildland Fire Risk.

Other Considerations that the Official Plan Review will take into consideration are Renewable Energy, Indigenous Relationships and Cannabis Facilities.

A timeline and overview of the next steps involved in completing the review were also discussed.

2026-85 Councillor McGuire – Councillor Gray

That the minutes of the May 19, 2026, Regular Council Meeting be adopted. *Carried.*

Minutes – May 19, 2026

Recorded Vote	
Vote	
Y	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

2026-86 Councillor Meyer – Councillor McGuire

That Council declares the following equipment: John Deere Road Grader #8 (with snow equipment), John Deere Road Grader #6 (with snow equipment), Champion Road Grader #7 (with snow equipment), Sterling Plow Truck #14 (with front plow and wing), GMC Cube Van #10, International Single axle dump truck #5, Vacuum Tank trailer, Fire truck Tanker body (1500 Gallon Robica), Fire truck pumper body (E-one body), Front mount 2-way snow pusher blade 14', Front mount 2-way snow pusher blade 16', Stove from DECC Assorted buckets for loader, backhoe, Front mount one-way snow plow, Tractor mounted boom mower, 2-way truck mount snow plow, surplus to the needs of the Township; And authorizes the Public Works Superintendent to dispose of the equipment as deemed appropriate and in accordance with S. 8 of By-Law 2025-18 Procurement Policy. And to be advertised on website and municipal sign. *Carried*

Surplus Equipment

Recorded Vote	
Vote	
Y	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

Note: Mayor Broad declared conflict of interest on this item, he has vacated the chair and left for the remainder of the meeting. He did not participate in discussion or vote on the matter. Councillor LeBoeuf assumed the Chair in accordance with Procedural By-Law 2022-31 S. 3.3 and S4.7(h).

2026-87 Councillor McGuire – Councillor Gray

That Council rescinds Resolution #2026-21 being that regulatory changes have removed Industrial, Commercial and Institutional (ICI) from the Blue Box Program; And that Bluewater Recycling Association (BRA) has implemented a dedicated ICI collection system to ensure continued service for businesses across member municipalities; That Council agrees to implement full cost recovery of Industrial, Commercial, and Institutional (ICI) recycling services through user fees directly to commercial properties at a cost of \$160 per bin, per year commencing January 1, 2027; And that Council passes the following resolution: That Council agrees to pay the recovery costs of recycling services for Industrial, Commercial, and Institutional (ICI) properties deemed “in-eligible” at a cost of \$160 per bin, per year, including future year increases, commencing January 1, 2027. *Carried.*

ICI Recycling – Motion to Reconsider

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
N	J. Meyer

2026-88

Councillor Meyer – Councillor Gray

Accounts Receivable/Receptionist

That Council acknowledge receipt of the resignation letter dated May 25, 2026, from the Accounts Receivable/Receptionist; and further directs the Administrator-Clerk to proceed with recruitment efforts. *Carried.*

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

2026-89

Councillor Gray – Councillor Meyer

OPP Remote Office Space

That Council acknowledges receipt of the email dated May 21, 2026, from OPP Michael, Marsh regarding a request for a remote workspace within Dawn-Euphemia Township; And that Council defer the request in order that the Fire Chief can discuss the potential use of the Fire Hall with the Department. *Carried*

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

2026-90

Councillor Gray – Councillor McGuire

By-Law 2026-13 – Joint Compliance Audit Committee

That By-Law 2026-13, Being a By-Law to Establish a Joint Compliance Audit Committee for the 2026 Municipal Elections be read a first, second and third time this 1st day of June 2026. *Carried*

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

2026-91

Councillor McGuire – Councillor Gray

By-Law 2026-14 - Fence By-Law

That Council defer the report dated June 1, 2026, from the Administrator-Clerk regarding By-Law 2026-14, Being a By-law to Prescribe the Height and Type of Fences, to the next Regular Council Meeting. *Carried.*

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

2026-92

Councillor Gray – Councillor McGuire

Adjournment

That this Regular Session of Council be hereby adjourned at the hour of 8:03 pm, to meet again on June 15, 2026 @ 6:30 pm (Regular Meeting), or at the call of the Chair. *Carried.*

Recorded Vote	
Vote	
-	A. Broad
Y	A. Gray
Y	P. LeBoeuf
Y	M. McGuire
Y	J. Meyer

Mayor

Administrator-Clerk

The Corporation of the Township of Dawn-Euphemia



RESOLUTION – REGULAR MEETING

Date: June 15, 2026

Moved by:	Seconded by:	Recorded Vote:	
		Order	Vote
<input type="checkbox"/> A. Broad	<input type="checkbox"/> A. Broad	_____	_____ A. Broad
<input type="checkbox"/> A. Gray	<input type="checkbox"/> A. Gray	_____	_____ A. Gray
<input type="checkbox"/> P. LeBoeuf	<input type="checkbox"/> P. LeBoeuf	_____	_____ P. LeBoeuf
<input type="checkbox"/> M. McGuire	<input type="checkbox"/> M. McGuire	_____	_____ M. McGuire
<input type="checkbox"/> J. Meyer	<input type="checkbox"/> J. Meyer	_____	_____ J. Meyer

That Council acknowledge receipt of the minutes of the Fire Committee of Brook-Alvinston of November 4, 2025 and January 27, 2026. *Carried.*



MINUTES

Fire Committee Meeting

4:30 PM - Tuesday, November 4, 2025
Fire Hall

The Fire Committee of the Brooke-Alvinston was called to order on Tuesday, November 4, 2025, at 4:30 PM, in the Fire Hall, with the following members present:

Council Present: Fire Committee Member Alan Broad, Deputy Mayor Frank Nemcek, and Councillor Jenny Redick

Staff Present: Clerk Administrator Janet Denkers, Mayor David Ferguson, and Fire Chief Steve Knight

Regrets: Fire Committee Member Martin Vink

1 CALL TO ORDER

The Chair of the Committee called the meeting to order at 4:30 p.m. The Secretary noted Martin Vink sent regrets.

2 DISCLOSURE OF PECUNIARY INTEREST

3 MINUTES

- a) Fire Committee Meeting Minutes of August 7, 2025

RESOLUTION-2025-005

Fire Committee Member Alan Broad made a motion that the Fire Committee minutes of August 7, 2025 be approved as presented. Councillor Jenny Redick seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

5 STAFF REPORTS

- a) Fire Report

The Fire Chief noted additional comments including:

- past and recent fire calls
- status of training to meet target date of June 2026
- appreciation of sea can donation from Dawn-Euphemia
- invitation to observe live burn training
- addition of ipads to the trucks
- submitted grant applications with an outline of what was applied for and rationale in application

6 NEW BUSINESS

- a) The Fire Chief noted the donation of \$8,000 received from the Tanner Redick Memorial Tournament
- b) The Fire Chief distributed the summary of the BFR 5 year Strategic Plan
- c) The Secretary noted that Drivers Abstracts will now be obtained for all fire department members.

7 ADJOURNMENT



MINUTES

Fire Committee Meeting

4:00 PM - Tuesday, January 27, 2026
Fire Hall

The Fire Committee of the Brooke-Alvinston was called to order on Tuesday, January 27, 2026, at 4:00 PM, in the Fire Hall, with the following members present:

Council Present: Fire Committee Member Alan Broad, Councillor Jenny Redick, Fire Committee Member Martin Vink, and Deputy Mayor Frank Nemcek

Staff Present: Mayor David Ferguson and Fire Chief Steve Knight

Regrets:

1 CALL TO ORDER

The meeting was called to order at 4:13 pm.

2 DISCLOSURE OF PECUNIARY INTEREST

3 MINUTES

a) Regular Council Meeting Minutes of Nov. 5, 2025

RESOLUTION-2026-001

Fire Committee Member Alan Broad made a motion that the meeting minutes of August 7, 2025 be approved as presented without error or omission. Councillor Jenny Redick seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes.

5 STAFF REPORTS

a) Staff Report

The Fire Chief reviewed his submitted his report.

b) 2025 Fire Protection Grant

The Fire Chief advised of the 2025 Fire Protection Grant in the amount of \$14,322.75 for Cancer Prevention Supplies

c) 2026 BFR Organizational Chart

The updated organization chart was reviewed.

d) Draft Budget

The draft budget was reviewed.

6 ADJOURNMENT



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

7a

4591 Lambton Line, RR # 4, Dresden, ON N0P 1M0
Tel: (519) 692-5148 Fax: (519) 692-5511 Public Works Department: (519) 692-5018
Email: clerk@dawneuphemia.on.ca Website: www.dawneuphemia.ca

Meeting Date: June 20, 2026
To: Mayor Broad and Members of Dawn-Euphemia Township Council
From: Donna Clermont, Administrator-Clerk
Subject: **ACTIVITY REPORT FOR MAY & JUNE**

OPEN SESSION REPORT

Background:

The purpose of this report is to provide Council with a brief summary of various meetings/activities for the months of May & June.

May 3 – Unfortunately, due to lack of interest, the Emergency Preparedness Presentation at the Florence Library was cancelled. The presentation would have included an overview of past emergencies in Lambton County including Reece's Corners Tornado, Sarnia Tornado, Flooding 2023 & 2024, Snowmagedon with a presentation on how to prepare for future emergencies.

May 11 – The Accounts Receivable Clerk and Water Operators attended the Water Advisory Group Annual Meeting 2026 in Petrolia. Topics of conversation included emergency contact list review and update, Brights Grove Treatment Plant updates and overview of annual report and OCWA 10 year renewal, Petrolia water treatment plant intake capital project status updates including water main upsizing projects, Jacob's updates on local issues, presentation and case study of how a small rural municipality leveraged funding opportunities to assess and improve their distribution and collection system, followed by a round table and questions and comments.

May 12 – The Treasurer and I attended a meeting with Canon Copier to review renewal of lease for photocopier. The 5-year lease is up in June. The replacement copier is \$5/month more for the copier but will save the Township up to \$27/month on copies. The lease was renewed for another 5 years with Canon. The service provided by this company is excellent, which is key to staff and to the work that we do.

May 12 – I participated in a Municipal Partners Virtual Meeting with Lambton Kent District School Board. Topics of discussion included Student Accommodation Planning, Accommodation Planning Landscape, current school construction, development tracking, enrolment projections and partnership opportunities.

May 13 - The Deputy Clerk attended the AMCTO Elections Training in London.

May 21 – The Deputy Clerk and I attended the Lambton Clerks Meeting in Point Edward where various topics of mutual interests were discussed.

May 26 – I attended a virtual webinar hosted by Emergency Management Ontario - Ontario Parks Emergency Management Program regarding Provincial Reflections on the Samuel de Champlain Microburst of June 21, 2025. Over 300 people participated in the webinar.

May 27 – The Alternate CEMC and I attended the Spring Sector Virtual Meeting. The session focused on Ministry led updates, Ontario Corps and alignment on Ministry priorities.

May 27 – Several of the Office Staff along with Councillor Gray attended the Municipal Banquet in Point Edward.

May 29 – The Treasurer and I attended a virtual meeting with Greenshield Re: EAP Program.

June 2 – I attended a Municipal Information Session Webinar Re: Conservation Authority Regional Consolidation.

June 23 – The Lambton County Clerks & Treasurers Meeting will be held at Lambton County Building and will include the following information sessions: Financial Update from Municipal Affairs and Housing, Annual Review of Asset Management Planning Progress, Fibre Expansion Throughout Lambton County, Traffic Safety/Engagement Supervisor Update, Building Services, Cultural Services and County Treasurer.

June 26 - After 11 years as Administrator-Clerk for the Township of Dawn-Euphemia, it's time for me to finally file my last report, attend my last meeting, and resist the urge to ask, "Has that been budgeted for?" one more time.

I've been fortunate to work alongside an incredible team of municipal professionals and serve residents who have made every day meaningful. I will miss them terribly.

To my successor, Martha Gawley: the keys are on the desk, the files are (mostly) where they belong, and beware of that typewriter that has a personality of its own. May your council meetings be short, your audits be smooth, and your inbox remain under 100 emails. Best of luck.

PROPERTY STANDARDS COMPLAINTS RESOLVED

Address	Complaint Date	Issue	Result
Edward St	April 13/26	property standards	Owner contacted by phone and letter issued. Resolved by Township – File Closed April 27/26
Arthur Street	April 24/26	Property standards	Owner contacted by phone and letter issued. Resolved by Township – File Closed May 11/26
Cameron Road	April 1/26	More than 3 dogs – operating unauthorized kennel	PAWS contacted. Resolved by Township Mar 4/26
Joseph Street	April 1/26	Dog Running @ large	Owner contacted by phone and letter issued. Resolved by Township April 1/26
Oil Heritage Road	May 22/26	Property Standards (long grass)	Owner was contacted by phone – Resolved by Township. File closed May 24/26
Florence Road	May 26/26	Property Standards (long grass)	Owner was contacted by letter and matter Resolved by Township June 1/26

OUTSTANDING PROPERTY STANDARDS COMPLAINTS

1	Pantry School Rd	May 27/25	Property Standards	Owner will recommence in Spring 2026
2	Cairo Road	Feb 18/26	Property Standards	Lambton County dealing with matter. \$383.13 billed out to owner to date.
3	Florence Road	Sept/25	Property Standards	Legal Matter

Information Only

**Ministry of Emergency
Preparedness and Response**

25 Morton Shulman Ave,
Toronto, ON M3M 0B1

**Ministre de la Protection civile et
de l'Intervention en cas d'urgence**

25, av. Morton Shulman,
Toronto, ON M3M 0B1



May 28, 2026

Township of Dawn-Euphemia

Dear Donna Clermont - CEMC:

The Ministry of Emergency Preparedness and Response (MEPR) is pleased to advise that we have completed our review of the documentation submitted to the Ministry towards meeting the requirements in the *Emergency Management and Civil Protection Act* (EMCPA) O. Reg. 380/04 and our assessment indicates that your municipality has satisfied all thirteen (13) program elements for 2025. Congratulations and thank you for your continued dedication to a safe, practiced and prepared Ontario.

On December 3, 2025, the Government of Ontario passed Bill 25, the *Emergency Management Modernization Act, 2025* which amended the EMCPA to enable a more effective, coordinated and comprehensive approach to provincial and community emergency management.

Some amendments are now in effect, with no new requirements for partners. **All existing EMCPA municipal requirements remain the same for 2026.**

EMCPA amendments specific to municipalities are expected to come into force at a later date pending direction and future regulations, including

- Enabling flexibility regarding requirements for municipal emergency management programs and plans based on needs and capacity.
- Allowing two or more municipalities to voluntarily develop and implement joint emergency management programs and plans.
- Clarifying the process for and ensuring accountability of municipal emergency declarations under the EMCPA.

The [e-Laws link](#) to the EMCPA has now been updated and includes text with a grey background for the provisions not yet in force.

The ministry remains committed to working closely with municipal emergency management partners throughout the implementation of these amendments, including the development of supporting regulations pending direction.

If you have any questions on the amendments, please contact the Strategic Policy and Governance Branch in the Ministry of Emergency Preparedness and Response at EMOPolicy@ontario.ca.

For further information on our assessment or if you have any questions or concerns about this letter, please contact your Field Officer.

Name: Darin Dees

[Redacted signature block] ca

Sincerely,

Tony Bavota
Assistant Deputy Minister, Emergency Response Division
Ministry of Emergency Preparedness and Response

cc: Mayor Alan Broad

8b



5090 Explorer Drive, Suite 510
Mississauga, Ontario L4W 4T9
Phone: 905-602-4294 Email: amcto@amcto.com
Website: amcto.com

Date of Issue: June 2, 2026

Issued to: Brandi Poland

RE: Official Result for OACA's Primer on Planning


Congratulations! This is to confirm that you have successfully completed the Ontario Association of Committees of Adjustment & Consent Authorities (OACA) Primer on Planning course (Winter 2026)

Your final grade is 85.00 %.


To pass this course, students must score a minimum of 51% on the exam and achieve a minimum final grade of 60%.

The purpose of this document is to confirm your final grade for the course. You can keep it for your own records or use it to demonstrate the successful completion of the course to your employer. It is *not* an academic transcript. To request an official academic transcript, contact the AMCTO Education Department at education@amcto.com.



 June 13th 2026



 4:30 pm - 10:00 pm

 Wyoming Fairgrounds
595 Main Street

Celebrating 25 years since the amalgamation of the Township of Plympton with the formerly independent Village of Wyoming

Dear Mayor Broad and Council,

On behalf of the Town of Plympton-Wyoming, it is my pleasure to extend a warm invitation to you and your Council to join us in celebrating a significant milestone, our 25th Anniversary.

This special occasion marks 25 years since the amalgamation of the Township of Plympton and the Village of Wyoming in 2001. It is an opportunity to reflect on our shared history, recognize the people who have contributed to our growth, and celebrate the vibrant community we are proud to be today.

We would be honored by your presence at our anniversary celebration.

The evening will feature an opening ceremony, family-friendly activities, live entertainment, demonstrations, and a fireworks display at dusk. This celebration is a wonderful opportunity to connect with neighboring municipalities and celebrate our community spirit together.

We hope you will be able to join us as we celebrate this memorable milestone together.

Mayor Gary Atkinson
Town of Plympton-Wyoming

8d



March 18, 2026

Brian Anderson
Greg Dalton
Lambton County Road Supervisors Association

Dear Brian, Greg, and all Lambton County Road Supervisors,

In response to your letter dated February 17, 2026, which I received from David Neely I would personally like to thank your entire Association for reaching out looking to commemorate the life and work of Paul Dalton.

Paul's influence extended far beyond the roads he touched. He brought integrity, knowledge and a steady commitment to excellence. He was instrumental in creating a Granular material that became well known in our industry for being used extensively by Paul on the roads of Dawn-Euphemia Township. The material known as Dawn Blend was the brainchild of Paul, the SWS group, and the Carmeuse operational and technical team, who contributed years of fine tuning until Paul was satisfied that this material was simply better than the rest. Today, this material lines the surfaces of countless roads in Lambton County, and its use has spread to driveways, parking lots and trail pathways all over the County.

Paul's pride and dedication came through his roads, described as you mentioned as one of the best road systems in Ontario.

The loss of Paul was deeply felt across the entire Southwestern Sales organization. In recognition of the legacy he leaves behind, we are proud to honour him by renaming the Dawn Blend material and designating it as the "**Dalton Dawn Blend**".

This is more than a name change-it is a tribute to the foundation Paul helped build, quite literally and figuratively. Every tonne, every kilometer of road he touched will serve as a reminder of the strength, reliability and dedication that Paul embodied.

We are proud to be part of honouring Paul with this gesture. And we are excited to celebrate Paul as one of the heroes of our industry. He was an exceptional individual, a respected industry leader, a friend and a man whose contributions helped shape both our work and our community.

Yours truly,

Dan Barriault
Vice President, Sales and Logistics
Southwestern Sales Corporation

Sales agents and brokers for bulk waterborne freight

100 Lesperance Road, Tecumseh, Ontario, N8N 1W1, Ph. (519) 735-9822, Fax (519) 735-1913



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA



4591 Lambton Line, RR # 4, Dresden, ON N0P 1M0
Tel: (519) 692-5148 Fax: (519) 692-5511 Public Works Department: (519) 692-5018
Email: admin@dawneuphemia.on.ca Website: www.dawneuphemia.ca

To: Members of Dawn-Euphemia Township Council
Meeting Date: June 15, 2026
From: Donna Clermont, Administrator-Clerk
Subject: **Review of Fence By-Law**

Open Session Report

Background:

At the Regular Meeting of Monday June 1, 2026, the review of the Fence By-Law was deferred to the next Council Meeting.

**2026-91 Councillor McGuire – Councillor Gray
*That Council defer the report dated June 1, 2026, from the Administrator-Clerk regarding By-Law 2026-14, Being a By-law to Prescribe the Height and Type of Fences, to the next Regular Council Meeting. Carried.***

Attached are the current Fence By-Laws for Dawn-Euphemia Township. (1) Fence Bylaw 2002-29 and (2) Swimming Pool Fence Bylaw 2002-30 and the proposed new By-Law 2026-14.

Lambton County Building Department has provided a newly drafted Fence Bylaw that combines both together into one bylaw and updated to reflect current legislation. The proposed "Draft" bylaw is provided to Council for Council review and comment.

Comments:

Recommendation:

If Council is satisfied with the Bylaw, then the following recommendation:

That By-Law 2026-14, Being a By-Law to Prescribe the Height and Type of Fences, be read a first, second and third time, and finally passed, this 15th day of June 2026.

Attach: Bylaw 2002-29 (3 pgs) & Bylaw 2002-30 (2 pgs) & By-Law 2026-14 (17 pgs)

CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW NUMBER 29 OF 2002

Being a by-law to prescribe the height and description of a lawful fence in the Township of Dawn-Euphemia

WHEREAS Section 210 (25) of the Municipal Act, R.S.O. 1990, Chapter M.45 provides that the Council of a Municipality may pass by-laws to prescribe different standards for the height and description of lawful fences in different defined areas of the municipality;

NOW THEREFORE the Council of the Corporation of the Township of Dawn-Euphemia enacts as follows:

1. That in addition to the standard 9 wire woven fence, high-tensile wire fencing is also acceptable as a lawful fence. Barbed wire fencing may be used through areas where bush is situated on both sides of a line fence.

2. Woven Wire Fencing Specifications

1. Anchors The desired standard for anchor and brace posts shall be cedar; however, good quality railroad ties and hydro posts are an acceptable substitute for anchor posts. Anchor posts shall be a minimum of eight feet long, be six inches in diameter at the small end, and be placed with the large end down. An eight foot cedar brace shall be used between the anchor and the brace post and shall be held in position by twisting four strands of number nine brace wire. Anchor posts shall be anchored by two cedar or oak cross members, two inches by six inches and at least four feet long, spiked securely to the anchor posts and placed so that there shall be at least thirty inches of cover over the cross member. Anchors shall in no case be placed more than forty rods apart. It is recommended that anchor posts be placed at top and bottom of steep hills.

2. Line Posts The desired standard for all line posts shall be cedar or standard steel; however, good quality railroad ties or hydro posts are an acceptable substitute for line posts. The line posts shall be at least four and one half inches in diameter at the small end and shall be eight feet in length. They shall be placed with the large end down and shall be not less than three feet in depth. In the event that cedar posts, railroad ties or hydro poles are used they shall be placed not more than twenty feet apart. In the event that a combination of cedar and standard steel posts are used they shall

be placed not more than twenty feet apart. In the event that all standard steel posts are used, they shall be placed one rod (16.5 ft.) apart.

3. Wire Fence All wire fence shall be forty eight inches high and shall be constructed of nine strands or cables of wire, placed horizontally on specified posts. Stays, not more than sixteen and one half inches apart shall be placed upright across the nine strands or cables and firmly fastened to each. The spacing of the nine strands shall be that of any standard spacing available, and shall be as near No. 9 gauge wire as possible. Each strand shall be firmly fastened to the line posts whether they are cedar or standard steel. All wires shall be tightly stretched and the bottom wire shall be within two inches of the ground and special measures shall be taken to see that the bottom wire of the fence follows closely the contour of the land. It is recommended that a barb wire be placed along the top of the fence providing both parties agree.
4. Water Ways A wire fence shall extend across all water ways to close the gap. There shall be an anchor at each side of the gap and shall meet specifications set out in Section 2.1 of this by-law. Water gaps shall be maintained at all times during the normal grazing period.

3. High Tensile Wire Fencing Specifications

1. General Specifications High tensile fencing shall consist of no less than eight wires.
Wire spacing from ground shall be 4", 5", 5", 5", 6", 6", 7", & 8"

End, corner, & gate posts shall be 8' x 6" – 8" and shall be driven 48" into the ground.

Line posts shall be 6'6" x 3 1/2" – 4" and shall be driven 24" into the ground.

It is recommended that all posts be pressure treated.

Post spacings between line posts shall be 30' if spacers are used. In the event that spacers are not used, maximum distance for line posts is 20'.

Spacers (droppers) shall be inserted no more than 10' apart. Droppers can be made of wood or metal.

2. Double Brace Assembly A double brace assembly is required. A span length of 8 ft. is required for each span in a double brace.
- Braces are spaced as far apart as the terrain will allow to a maximum of 1,650 ft. A double in-line brace assembly should be constructed where there is a major change in slope. The center part of the assembly is located at the break in the slope. Each half of the assembly is then constructed on its respective slope.
- A horizontal brace post is required and must be pegged into place using 3/8 inch rods. Once the posts and horizontal brace are in position, two wraps of brace wire are attached and tightened by means of a pressure treated twitch stake.
3. Tightening The Wire The wire must be tightened by means of an in-line strainer. The in-line strainer should be located near the middle of the fence line between braces in order to achieve the same resistance factor in both directions. A tension spring should be installed in one of the wires to indicate tension. After all posts are stapled, wires should be tightened to 250 pounds tension (equals 2 inches of depression of the spring). Staples should never be driven "home". This allows for expansion and contraction of the wire throughout the entire fence line.
4. Electric High Tensile For electric high tensile fencing, hot wires from ground up are wire 1, wire 4, and wire 8.
- Electric Fence Sign must appear every 300 ft. on electric fence.
- Wire fences should be grounded and their electrical conductivity broken by separating each section. Fence should be grounded every 330 feet. Grounding is done by driving a ½ galvanized steel rod or pipe 6 feet into clay loam and at least 10 feet in sand or gravel.
- * NOTE: In spite of the desired post spacings and double brace assembly specified in Section 3.1 and 3.2 of this by-law, high tensile wire fencing may nevertheless be applied to the conventional anchor and line posts required for woven wire assembly as specified in Section 1 & 2 of this by-law.

4. Barbed Wire Fencing Specifications

1. General where bush is

Barbed wire fencing as a line fence is permitted through areas situated on both sides of a line fence. Barbed wire fencing shall consist of no less than 6 wires. Wire spacings from the ground shall be 6", 8", 8", 8", 8", 8" (top strand shall be no less than 46 inches from ground). Each strand shall be firmly fastened to the line posts whether they be cedar, good quality railroad ties or hydro poles, or standard steel. All wires shall be tightly stretched. Sections 2.1 and 2.2 of this by-law applies with respect to anchors & line post requirements for barbed wire fencing.

- 5. That this by-law applies to the whole Township of Dawn-Euphemia.
- 6. By-law Number 13 of 1991 (former Dawn) is hereby repealed.
- 7. That this by-law shall come into force and take effect on the final passing thereof.

Read a first and second time this 16th day of September, 2002

Mayor

Clerk

Read a third time and finally passed this 16th day of September, 2002.

Mayor

Clerk

CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW NUMBER 30 OF 2002

Being a by-law respecting private outdoor swimming pools

WHEREAS Section 210 (30) of the Municipal Act R.S.O. 1990, Chapter M. 45 authorizes the Council of local municipalities to pass by-laws for requiring owners of privately-owned outdoor swimming pools to erect and maintain fences and gates around such swimming pools, for prescribing the height and description of, and the manner of erecting and maintaining such fences and gates, for prohibiting persons from placing water in privately-owned outdoor swimming pools or allowing water to remain therein unless the prescribed fences and gates have been erected, for requiring the production of plans of all such fences and gates, for the issuing of a permit certifying approval of such plans without which permit no privately-owned outdoor swimming pool may be excavated for or erected and for authorizing the refusal of a permit for any such fences or gates that if erected would be contrary to any by-law of the municipality;

AND WHEREAS Section 210 (30) (a) of the Municipal Act R.S.O. 1990, Chapter M. 45 authorizes that a by-law passed under this paragraph may be made applicable to the whole municipality or to one or more defined areas thereof as set out in the by-law;

NOW THEREFORE the Council of the Corporation of the Township of Dawn Euphemia enacts as follows:

1. In this by-law:
 - (a) "fence" means a barrier constructed of chain link metal or of wood, stone, metal or material having an equivalent degree of strength.
 - (b) "gate" means a swinging or sliding barrier used to fill or close an access and includes a door.
 - (c) "swimming pool" means a privately-owned pool constructed or fabricated and located for swimming, wading, diving and bathing and which when filled is capable of containing a depth of Eighteen inches (18") or more of water.
2. This by-law does not apply to a wading pool which when filled is capable of containing a depth of less than Eighteen Inches (18") of water and which is normally emptied on a daily or more frequent basis.
2. Every owner of a swimming pool shall enclose and maintain around it a fence and a gate or gates in accordance with the following requirements:
 - (a) A dwelling home, building or accessory building may be utilized to effectively enclose any outdoor swimming pool.

Every fence shall be of a minimum height extending from the ground or floor of four feet (4') the lower strand of fence being not more than two inches (2") from ground level and shall be supported by posts spread not more than ten feet (10') apart.

- (b) Neither barbed wire nor device for projecting an electric current shall form part of a fence or gate.
 - (c) Every fence shall have a gate or gates of a minimum height extending from the ground or floor of four feet (4'), supported by substantial hinges and equipped with self-closing and self-latching devices placed at the top and on the inside of the gate.
 - (d) Every fence shall be so constructed and maintained as to provide for access only to the swimming pool by the gate or gates.
4. No fence shall be required where the top of the outside wall of the swimming pool is at least four feet (4') above the level of the ground abutting the wall and is so constructed and maintained as to provide for access only by the gate or gates constructed in accordance with clause (d) of Section 3.
 5. Every owner of a swimming pool shall in absence of an adult person supervising the swimming pool keep every gate closed.
 6. A building permit shall be required for all new swimming pools constructed within the Township of Dawn-Euphemia unless the capacity of the pool when filled is less than Eighteen Inches (18") of water.
 7. That this by-law applies to the whole Township of Dawn-Euphemia.
 8. By-law Number 44 of 1977 (former Dawn) is hereby repealed.
 9. That this by-law shall come into force and take effect on the final passing thereof.

Read a first and second time this 7th day of October, 2002

ORIGINAL HAS BEEN SIGNED

Mayor

Clerk

Read a third time and finally passed this 7th day of October, 2002.

Mayor

Clerk



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW NUMBER 2026-14

A By-Law to Prescribe the Height and Type of Fences

A By-Law to regulate Fences and Swimming Pool Enclosures on private property within the Corporation of The Township of Dawn-Euphemia.

WHEREAS Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, provides that a municipal power shall be exercised by By-Law;

AND WHEREAS pursuant to the *Municipal Act, S.O., 2001, C. 25, S. 11*, a Council may pass a By-Law respecting matters within the sphere of jurisdiction regulating structures, including fences and signs.

AND WHEREAS Section 11(2) 6 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, authorizes a lower-tier municipality to pass a By-Law respecting the health, safety, and well-being of persons;

AND WHEREAS Section 11(3) 7 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, authorizes a lower tier municipality to pass a By-Law respecting matters relating to structures, including fences;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA enacts as follows:

SECTION 1 TITLE

This By-Law shall be known as the "Fence By-Law" of The Corporation of the Township of Dawn-Euphemia.

SECTION 2 DEFINITIONS

In this By-Law:

Building Inspector: means a "Building Inspector" appointed by the Municipality.

By-Law Enforcement Officer: means a "By-Law Enforcement Officer" appointed by the Municipality.

Chief Building Official: means the "Chief Building Official" for the Municipality as defined by the *Building Code Act*, S.O. 1992, c.23, as amended.

Corner Lot: means a Lot situated at the intersection of two (2) or more Streets or at the intersection of two (2) parts of the same Street meeting at an angle of not more than 135 degrees.

Council: means the Council for the Municipality.

Costs/Expenses: means all costs and/or expenses (including labour, materials and disbursements) incurred by the Municipality in enforcing their By-Law (which, includes, for greater certainty, the Officer's time, preparation and issuance of notice(s)/letters/Orders, searching title, site visits, drafting correspondence, conducting title searches, searching sheriff certificates, and any other action taken to bring the Land into compliance with their By-Law and the costs of the service of Servant/Agent retained to assist the Municipality in doing so).

Driveway: means a vehicle access provided between a Street and a parking area/space or a loading space on a Lot.

Electric Fence: means a Fence through which electricity continuously passes through.

Erect: means to erect or cause to be erected, including to construct, plant, place, alter, maintain, grow, or allow to grow, and relocate; and "Erected" and "Erection" have a corresponding meaning.

Fence: means

- a) a railing, wall, structure, line of posts, wire, gate, boards, pickets, latticework, brick, stone, cement, masonry, or any other similar materials, or a combination thereof, used for the purposes of enclosing or dividing, in whole or in part, a Yard or Lot, establishing a Lot Line or providing privacy; and
- b) includes a wall that is not an integral part of a building, but does not include an arbour or trellis; and
- c) any plant material, including but not limited to, a hedge or grouping of three (3) or more trees or shrubs used for the purposes listed in subsection a) above located in a Corner Lot Sight Triangle or a Driveway Sight Triangle within 3.0 metres of a Street Line and;
- d) constructed so it is NonClimbable.

Grade: means the elevation of the finished level of the ground adjoining the Fence, exclusive of any artificial embankments or berms, and for purposes of definition, the top of a retaining wall, and a floor, will be the same as the ground.

Height: means the vertical distance of a Fence from Grade and is measured from the ground where Fence posts are embedded to the top of the Fence.

Hydro-Massage Pools: means the type of pool commonly referred to as hot tub, whirlpool, Jacuzzi or spa, having a surface area of 8 m² or less.

Land: means any estate or interest in land and any right or easement affecting it.

Locking Device: means a mechanism designed to secure something by preventing it from opening, moving, or being released.

Lot: means a contiguous parcel of Land and includes any parcel of Land which can be occupied or used or otherwise disposed of separately and apart from any abutting Lands, whether or not such parcel is described in a registered deed or shown on a registered plan of subdivision.

Lot Line: means any line that is legally defined boundary of a Lot.

Lot Line, Exterior Side: means the longest Lot Line along a Street where a Lot has two (2) or more Lot Lines along a Street.

Lot Line, Front: means the shortest Lot Line along a Street.

Lot Line, Rear: means a Lot Line which is opposite to the Front Lot Line.

Municipality: means The Corporation of the Township of Dawn-Euphemia.

Non-Climbable: means a Fence that is not constructed with horizontal or near-horizontal members that create a ladder effect or any type of construction that creates a potential risk of climbing, nor with openings that will permit the passage of a sphere having a diameter more than 100 mm (~3 15/16 in), unless it can be shown that the location and size of openings that exceed this limit do not represent a hazard.

Non-Residential Property: means Land that is zoned other than Residential R1, R2, R3 or R4 or Mixed Use M1, M2 or M3 in the Zoning By-Law.

Officer: means a By-Law Enforcement Officer, the Chief Building Official, and/or a Building Inspector.

Order: means a legally binding direction issued by an Officer.

Outdoor Storage Area: means an unroofed area on a Lot used for the storage of any goods, junk, material, merchandise, or vehicles for more than 24 hours, but does not include a Salvage Yard.

Outdoor Swimming Pool: means any structure, basin, chamber, swim spa, container, tank or the like, containing or capable of containing water that is designed to be used for swimming or wading, and:

- a) has a depth of 0.6 metres or more;
- b) is not completely enclosed inside a building;
- c) has a surface area of more than 1 square metre (10.8 square feet);
- d) is not a Pond which is maintained for ornamental purposes only;
- e) is not a Pond or reservoir to be utilized for farming purposes, and located in an agricultural zone in the Zoning By-Law, or a reservoir for firefighting purposes;
- f) is not under the jurisdiction of the Building Code Act, S.O. 1992, c.23;
- g) is not a stormwater management pond; and
- h) is not a naturally occurring stream, lake, swamp or other natural body of water.

but excludes Hydro-Massage Pools and lap pools if they have a hard lid that is fitted and secured with a Locking Device when not in use.

Owner: includes the registered owner of any Lot, the Person managing or receiving the rent of the Land or premises, whether on the Person's own account or as agent or trustee of any other Person, or who would receive the rent if such Land were leased, and include a lessee, tenant, mortgagee in possession, or a Person in care and control of the Lot.

Person: means an individual, sole proprietorship, partnership, limited partnership, trust, or body corporate, or an individual in their capacity as a trustee, executor, public administrator, or other legal representative.

Pond: means a confined body of water (which may contain fish and/or plants) that is located in a Residential Zone, but does not include farming areas or ponds located more than 150 metres (500 feet) from a Residential Zone.

Residential Property: means any Land zoned Residential R1, R2, R3, R4 or Mixed Use M1, M2 or M3 in the Zoning By-Law, or used primarily for residential purposes in an Agriculture zone in the Zoning By-Law, and "Residential Use" and "Residential Zone" have a corresponding meaning.

Salvage Yard: means an outdoor area where wrecked motor vehicles are stored, or where used motor vehicles are wrecked and disassembled, or where any other used material and salvage are collected, sorted, stored, baled, packed, disassembled or handled.

Servant/Agent: means any service provider who has been contracted or engaged to carry out the works necessary to bring Lands into compliance with the By-Law, which may include, but is not limited to, paid duty police officers, security personnel, property estimators, professional engineers, qualified tradespeople, and employees of the Municipality or any other Person the Officer deems required.

Served Personally: means a legal document is physically handed to the intended recipient in-person.

Sight Triangle, Corner Lot: means an unobstructed triangular area where the Front Lot Line and Exterior Side Lot Line meet on a Corner Lot. The area of the site triangle shall be determined by measuring a prescribed distance along each of the two (2) Lot Lines from the point of intersection, and a third line joining the terminal points of the two (2) measured lines. The prescribed distance to be measured along each Lot Line in a Residential Zone shall be 6.0 meters, and in all other zones shall be 7.5 metres.

Sight Triangle, Driveway: means an unobstructed triangular area formed at the intersection of a Lot Line and the lateral limit of a Driveway. The area of the triangle shall be determined by measuring from the point of intersection of the Lot Line and the lateral limit of the travelled portion of the Driveway, a distance of 4.5 metres along the Lot Line and the lateral limit of the Driveway, and a third line joining the terminal points of the two (2) measured lines. Where applicable, a Driveway Sight Triangle is required abutting a Driveway located on an adjacent Lots.

Site Plan or Development Agreement: means a registered agreement that is a legally binding contract between the Owner, developer, and the Municipality to ensure that the project is built and maintained according to the Owner's development plans approved by the Municipality.

Street: means a public highway which provides the principal means of vehicular passage and includes its sidewalks and boulevards.

Street Line: means the boundary between a Street and a Lot separating the Lot from the abutting Street.

Swimming Pool Area: means the area including an Outdoor Swimming Pool and any surrounding platforms, walkways, play areas, landscaped areas, or structures within the Swimming Pool Enclosure.

Swimming Pool Enclosure: means a Fence, together with any gates or entrances, which completely surrounds an Outdoor Swimming Pool.

Temporary Enclosure: means a temporary Fence used for the purpose of enclosing an Outdoor Swimming Pool in the course of construction in order to effectively prevent or restrict access thereto by unauthorized Persons, and to prevent any accident or injury to any Person in or on a Lot.

Yard: means any area on a Lot not covered or occupied by any building.

Yard, Exterior Side: means a side Yard immediately adjoining a Street, extending from a Front Yard to the Rear Lot Line.

Yard, Front: means a Yard that extends across the full width of the Lot from the Front Lot Line to the nearest wall of the main building on the Lot.

Yard, Rear: means a Yard that extends across the full width of the Lot from the Rear Lot Line to the nearest wall of the main building on the Lot.

Yard, Side: means a Yard that extends from the Front Yard to the Rear Yard and from the side of a Lot to the nearest wall of the main building on the Lot.

Zoning By-Law: means any By-Law administered by the Municipality passed pursuant to Section 34 of the Planning Act R.S.O 1990, c.P.13, or a predecessor or successor thereof, as may be amended from time to time.

SECTION 3 GENERAL PROHIBITION

The requirements of the By-Law apply to all Lots within the geographic limits of the Municipality, except where specified otherwise.

3.1 GENERAL

No Person shall Erect, or permit the Erection of a Fence on a Lot located within the Municipality, other than a Fence which complies with the provisions of the By-Law and any other applicable law.

3.2 EXEMPTION

Fences may be exempt in whole or in part from the provisions of the By-Law, where the Fence:

- i. is Erected with the approval of the Municipality under an Agreement;
- ii. is subject to regulation or a requirement of a public body, agency, utility, or authority; or
- iii. a variance is granted under Section 11 of the By-Law.

3.3 VISIBILITY - OBSTRUCTION - PROHIBITED

Notwithstanding any of the regulations set out in the By-Law, no Person shall Erect, or permit a Fence to be Erected that, in the opinion of the Officer:

- i. obstructs pedestrian or vehicular traffic; or
- ii. obscures the clear visibility of normal approaching pedestrian or vehicular traffic.

3.4 MAXIMUM HEIGHT - FENCE

No Person shall Erect, or permit to be Erected, a Fence that does not comply with the height and location as prescribed in the Zoning By-Law.

3.5 FENCE - CONDITION OF DEVELOPMENT OR REDEVELOPMENT

Notwithstanding any other provision in the By-Law, a Fence, which is required and approved as a condition of the Site Plan or Development Agreement for the development or the redevelopment of land shall be deemed to conform with the provisions of the By-Law

3.6 RESTRICTION – MATERIALS OF CONSTRUCTION – RESIDENTIAL ZONE

No Person shall have, Erect, or permit to be Erected, any Fence comprised of sheet metal or corrugated metal panel members on a Residential Property or a Lot abutting a Residential Property.

SECTION 4 EXISTING FENCES

Notwithstanding the provisions of the By-Law, any Fence that was in existence before the date on which the By-Law comes into force and was lawfully Erected shall be deemed to comply with the By-Law, for so long as such Fence continues to be the same Height, length, width and comprised of the same materials, and may be maintained as Erected including any repair work that may be required from time to time. For this section, “repair” shall mean the replacement or restoration of minor components of the Fence necessary to maintain the structure in good condition. Repair does not include the reconstruction, replacement, or alteration of a substantial portion of the Fence, which is at the sole discretion of the Officer.

SECTION 5 GENERAL PROVISIONS

No Person shall Erect a Fence unless the Fence is:

- i. Stable;
- ii. Vertical;
- iii. Constructed of good quality materials that are designed or intended for use in a Fence;
- iv. Not an obstruction to the visibility of pedestrians or motorists;
- v. Maintained in good repair and free from unsightly markings, stains, and defacements;
- vi. Non-Climbable;
- vii. Maintained in a safe and structurally sound condition;
- viii. Protected by paint, preservative, or other weather-resistant material, except for wooden Fences made of cedar, redwood, or treated wood.

SECTION 6 RESTRICTIONS ON MATERIALS

6.1 GENERAL

No Person shall Erect a Fence:

- i. which contains or is constructed, in whole or in part, of any hazardous material, chicken wire, barbed wire, other barbed or sharp material or projection;
- ii. which is an Electric Fence which contains a device for projecting or transmitting an electric current;
- iii. in a manner that renders an existing Fence into non-conformity with the requirements of the By-Law.

6.2 BARBED WIRE

Notwithstanding Section 6.1 above, a Fence comprised of barbed wire is permitted:

- i. on a farm in an Agriculture zone as set out in the Zoning By-Law that is used as part of a Fence for the keeping of livestock or the protection of livestock and crops from animals, as long as such Fence does not abut a residential settlement area as defined in the Municipality's Official Plan.
- ii. on a Non-Residential Property where required for the safety or protection of property, the portion of a Fence above 2 metres may be wholly or partially constructed of barbed wire, provided the barbed wire does not project past the exterior face of the Fence.
- iii. In an industrial zone and as per the approved Site Plan or Development Agreement.
 - a) Barbed wire or other barbed or sharp material may be used on the top and on the outside of Fences that are Erected on a Lot, which meet all the following criteria:
 - b) the Lot is zoned Industrial in the Zoning By-Law;
 - c) the barbed wire is located no less than 1.52 metres (5') above ground level;
 - d) the outward projection of the barbed wire does not project onto neighboring Lot;

6.3 ELECTRIC FENCE

Notwithstanding Section 6.1 above, an Electric Fence is permitted on a farm in an Agriculture zone as set out in the Zoning By-Law that is used as part of a Fence for the keeping of livestock or the protection of livestock or crops from other animals, provided the Fence meets all applicable Canadian standards, as long as such Fence does not abut a residential settlement area as defined in the Municipality's Official Plan.

SECTION 7 CALCULATION OF HEIGHT

The Height of a Fence shall be measured vertically from Grade at the base of the Fence to the top of the Fence, exclusive of decorative post caps, provided that:

- i. Where changes in Grade contours along the Fence line result in changes in Height of the Fence, the Height of the Fence is deemed to be the average Height at the midpoint between supporting posts;
- ii. Where Grade elevations between adjacent Lots differ at the boundary between the Lots, the Height of any Fence located on or within 0.6 metres of a Lot Line shall be measured from the mean Grade elevation between the two (2) Lots;
- iii. Notwithstanding i) and ii) above, no part of a Fence which forms a Swimming Pool Enclosure, or part thereof, will be less than 1.5 metres in Height measured from Grade.

SECTION 8 FENCE AND SWIMMING POOL ENCLOSURE REQUIREMENTS (DAWN-EUPHEMIA ZONING BY-LAW)

3.3.4 Lot Coverage and Height of Accessory Buildings and Structures in Residential Zones

The maximum Permitted Height of a fence, privacy wall or like feature in a Residential Zone shall be 2.5 metres provided that the fence is not located in a Sight Triangle (see Section 3.18.2) and that the maximum Permitted Height within 4 metres of the Front Lot Line shall be 1.1m.

3.10.2 Rural Home Occupations - additional activities Permitted where no immediate neighbours

Where a separation of 200 metres or more exists to the nearest neighbouring Dwelling or any Use defined as a Type B Use for MDS II purposes and the Home Occupation would not contravene Sections 3.10.1 b), d), and e), the following modifications shall apply:

The following Uses shall be Permitted provided any Open Storage or Outdoor Display is surrounded by a solid board fence at least 2.4 metres in Height and the Use does not change the character of the Main Use or become a nuisance to neighbouring properties:

3.17 OPEN STORAGE AND OUTDOOR DISPLAY REGULATIONS

Subject to the provisions of Section 3.17, and in addition to the Zones in which Open Storage and Outdoor Display are permitted, where the definition of a Use in Section 2 so implies, Open Storage and/or Outdoor Display for the specified purposes shall be Permitted as Accessory to the Use.

3.17.1 Open Storage

Other than an Agricultural Use, Aggregate Storage Area or Nursery, any portion of a Lot used for Open Storage shall be enclosed by a fence measuring at least 2.5 in Height in an Industrial Zone and at least 1.8 metres in all other Zones, and where abutting any Residential, Institutional or Open Space Zones, such fence shall be constructed of solid materials;

3.31 SPECIAL PROVISIONS FOR SEASONAL HOUSING

In addition to the provisions for Dwellings of the Zones where Seasonal Housing is Permitted, Seasonal Housing:

- b) where located within 60 metres of a Street Allowance or a Dwelling on a separate Lot, Seasonal Housing shall be screened with a Planting Strip or an opaque fence or wall measuring a minimum of 1.8 metres in Height;

SECTION 9 SWIMMING POOL ENCLOSURE

9.1 PERMITS

- i) No Person shall excavate for or Erect, or cause or permit excavation for or Erection of, any Outdoor Swimming Pool and/or Hydro-Massage Pool and/or Swimming Pool Enclosure without first obtaining a permit from the Chief Building Official for the Swimming Pool Enclosure.
- ii) An application for a permit for a Swimming Pool Enclosure shall contain the following information, with metric dimensions:
 - a) the location of the Lot;

- b) plans showing the location of the Outdoor Swimming Pool on the Lot in relation to Lot Lines, Street Lines, and all other building structures on the Lot;
 - c) plans showing the complete details of the Swimming Pool Enclosure, including, but not limited to, the type, Height, materials, and location of the boundaries, gates and/or entrances of the Swimming Pool Enclosure;
 - d) plans showing the location of the Outdoor Swimming Pool pump, heater, and filter; and,
 - e) plans showing the construction of any deck and guards in the case of an above-ground Outdoor Swimming Pool.
- iii) No permit for a Swimming Pool Enclosure shall be issued unless the application complies with all applicable laws, and regulations thereunder, and municipal by-laws.
 - iv) No permit for a Swimming Pool Enclosure shall be issued unless all applicable fees, as established by Council from time to time, have been paid in full.
 - v) A permit for a Swimming Pool Enclosure may be revoked if, after 18 months of its issuance, the construction of the Swimming Pool Enclosure has not, in the opinion of the Officer, substantially commenced.
 - vi) There shall be no refund of permit fees where a permit has been revoked.

9.2 GENERAL ENCLOSURE REQUIREMENTS

- i) The Owner of any Lands on which an Outdoor Swimming Pool is located or Erected shall Erect and maintain a Swimming Pool Enclosure around the entire Swimming Pool Area, in accordance with the provisions of the By-Law.
- ii) No Person shall place water, or cause water to be placed, in an Outdoor Swimming Pool, or allow water to remain therein, unless the Swimming Pool Enclosure prescribed by the By-Law is Erected and maintained in accordance with the provisions of the By-Law.
- iii) An Outdoor Swimming Pool, while under construction, shall be completely enclosed by a Temporary Enclosure as set out in Section 9.2 iv) and viii) below, except where the permanent Swimming Pool Enclosure requirements have been satisfied.
- iv) A Temporary Enclosure shall consist of a 1.2 metre high plastic mesh Fence having mesh openings not greater than 50 millimetres and supported by steel T-bar posts located a maximum of 2.4 metres apart and with a 9 gauge galvanized steel wire located at the top and bottom of such Fence; or, be constructed of material that will provide an equivalent or greater degree of safety and which has been approved by the Chief Building Official.
- v) The Height of the Swimming Pool Enclosure required by the By-Law shall be a minimum of 1.5 metres in Height, as measured from Grade.

- vi) The maximum permitted space between the bottom of a Swimming Pool Enclosure and Grade is:
 - (a) 50 millimetres where the ground is primarily grass or earth; and/or,
 - (b) 100 millimetres where the ground is primarily concrete or asphalt.
- vii) Every Swimming Pool Enclosure shall be constructed in accordance with the provisions of Sections 9.2, 9.3, and 9.4 of the By-Law, except as otherwise provided.
- viii) Every Swimming Pool Enclosure, and Temporary Enclosure, shall be maintained in such a manner and to such an extent as to ensure at all times maximum security and protection against entry to the Outdoor Swimming Pool by unauthorized Persons.
- ix) Where material of a Swimming Pool Enclosure is structurally inadequate, broken, or in a state of decay, it shall be replaced with equivalent or better material, and otherwise in accordance with the provisions in the By-Law or its successor.
- x) Fence post spikes and/or ground anchors or the like shall not be used as part of a Swimming Pool Enclosure.

9.3 FENCES AS SWIMMING POOL ENCLOSURES

- i) A Fence which forms a Swimming Pool Enclosure, or part thereof, shall be made of:
 - a. chain link construction;
 - b. vertical board construction;
 - c. horizontal board construction;
 - d. wrought iron construction;

CSA tempered or laminated glass panels conforming to CAN/CGSB12.1-M "Tempered or Laminated Safety Glass" or of such other materials and construction that will provide an equivalent or greater degree of safety, as determined by the Chief Building Official; and,

- e. shall be Non-Climbable.
- ii) A Fence which forms a Swimming Pool Enclosure, or part thereof, shall be:
 - a) constructed at a distance of at least 1.2 metres from the edge and/or nosing of the Outdoor Swimming Pool; and
 - b) shall have nothing against or near the Swimming Pool Enclosure that facilitates climbing or diminishes its structural integrity.
- iii) A Fence of chain construction shall:

- a. have a mesh with openings not greater than 38 millimetres;
 - b. be constructed of wire not less than 12-gauge galvanized steel or, if having a vinyl or other coating, not less than 14-gauge steel wire covered with a vinyl or other approved coating which would form a total thickness equivalent to 12-gauge galvanized steel wire;
 - c. be supported by 38 millimetres diameter galvanized steel posts spaced not more than 2.4 metres apart, and shall be securely embedded and extend at least 0.9 metres into the ground below Grade;
 - d. have top rails securely fastened to the upright posts, which at a minimum are made of 32 millimetre diameter galvanized steel pipe, and have at the bottom a 9-gauge galvanized steel tension wire fastened securely to the upright posts.
- iv) A Fence of vertical board construction shall:
- a. have vertical boards which are not less than 19 millimetres by 89 millimetres;
 - b. be supported by posts at least 89 millimetres by 89 millimetres square, or 89 millimetres in diameter, and such posts shall not be spaced more than 2.4 metres apart. Such posts shall extend at least 0.9 metres into the ground below Grade and that part of the post below Grade shall be securely embedded and treated with a wood preservative;
 - c. have top and bottom rails which are at least 38 millimetres by 89 millimetres (with the 89 millimetre dimension in the vertical plane);
 - d. in the case of board-on-board construction:
 - i. horizontal members, including top and bottom rails, that are spaced at least 1.2 metres apart, and vertical boards that are spaced not more than 100 millimetres apart on both faces of the horizontal members of the Fence; or
 - ii. horizontal members, including top and bottom rails, that are spaced less than 1.2 metres apart and vertical boards that are spaced not more than 50 millimetres apart on both faces of the horizontal members of the Fence.
 - e. in the case of board-to-board construction:
 - i. horizontal members, including top and bottom rails, that are spaced at least 1.2 metres apart, and vertical boards that are tightly fitted and fastened on one face of the Fence.
- v) A Fence of wrought iron construction shall:
- a. be of sufficient strength to provide an effective enclosure;

- b. be supported by posts spaced not more than 2.4 metres apart and such posts shall be securely embedded and extend at least 0.9 metres into the ground below Grade; and
 - c. have either:
 - ii. horizontal members, including top and bottom rails, that are spaced at least 1.2 metres apart, and vertical pickets that are spaced not more than 100 millimetres apart; or
 - iii. horizontal members, including top and bottom rails, that are spaced less than 1.2 metres apart and vertical pickets that are spaced not more than 50 millimetres apart.
- vi) A Fence of horizontal board construction shall:
- a. be constructed with tightly fitting boards along the length;
 - b. have horizontal boards which are not less than 19 millimetres by 89 millimetres;
 - c. have vertical braces that extend from the uppermost horizontal board to the lowermost horizontal board, affixed to every intermediate horizontal board, at least 19 millimetres by 64 millimetres or 38 millimetres by 38 millimetres and spaced not more than 0.9 metres apart;
 - d. be supported by posts at least 89 millimetres by 89 millimetres square, or 89 millimetres in diameter, and such posts shall not be spaced more than 2.4 metres apart. Such posts shall extend at least 0.9 metres into the ground below Grade and that part of the post below Grade shall be securely embedded and treated with a wood preservative.
- vii) A glass panel Fence system used in a Swimming Pool Enclosure shall be designed by a Professional Engineer Licensed in the Province of Ontario and shall be constructed in a good, workmanlike manner as follows:
- a. glass panels shall be located so there is no opening of more than 38 millimetres between the panel and the post where horizontal elements are spaced less than 1.2 meters apart, and not more than 100 millimetres apart where horizontal elements are spaced more than 1.2 meters apart;
 - b. horizontal elements shall be supported on substantial posts that are spaced not more than 2.4 meters apart, securely fastened to the ground, and structurally sound; and
 - c. glass panels used in Swimming Pool Enclosures shall be safety glass of laminated or tempered type conforming to CAN/CGSB12.1-M "Tempered or Laminated Safety Glass".

9.4 GATES AND ENTRANCES

- i. Gates or entrances which form a part of the Swimming Pool Enclosure shall be:
 - a. of construction and Height equivalent to or greater than that of the Swimming Pool Enclosure required by the By-Law;
 - b. supported on substantial hinges;
 - c. self-closing; and,
 - d. equipped with a self-latching device located at least 1.2 metres above the Grade and on the Outdoor Swimming Pool side of the gate. No thumb latch or release mechanism of any kind that is located on the exterior face of the gate, and is connected to the self-latching device, shall be located less than 1.5 metres above the Grade.
- ii. Save and except with respect to Residential Property, doors providing access from a building directly to the Swimming Pool Area shall each be self-closing and equipped with a self-latching device located at least 1.5 metres above the Grade.
- iii. Where a double gate forms part of the Swimming Pool Enclosure, one (1) gate must be fixed and locked in the closed position with a Locking Device.

9.5 ABOVE GROUND SWIMMING POOLS

- i. For the purposes of the By-Law, above-ground Outdoor Swimming Pools are considered to be the same as in-ground Outdoor Swimming Pools, and require the same Swimming Pool Enclosures, except as provided in Sections 9.5 ii) and iii) below.
- ii. Above-ground Outdoor Swimming Pools may have an integrally constructed Swimming Pool Enclosure guard as part of the required Swimming Pool Enclosure, provided that:
 - a. the combined height of the exterior sides of the Outdoor Swimming Pool walls and Swimming Pool Enclosure guard is at least 1.5 metres in Height, as measured from Grade; and
 - b. the Swimming Pool Enclosure guard is Non-Climbable.
- iii. Any gate or entrance to an above-ground Swimming Pool Enclosure shall be constructed in accordance with Section 9.4 of the By-Law.

SECTION 10 HYDRO-MASSAGE POOLS

- i. Every Owner shall construct and maintain the Hydro-Massage Pool with a rigid cover that is capable of supporting a 90 kg load or meets the most up-to-date American Society for Testing and Materials standard for same.

- ii. Every Owner and Person in control of a Hydro-Massage Pool shall ensure that the rigid cover under Section 10(i) is securely fastened to the satisfaction of the Officer to prevent access at all times when the Hydro-Massage Pool is not in use.
- iii. Where a Hydro-Massage Pool cannot or is not constructed and maintained with a rigid cover in accordance with Section 10(i), and (ii) the Owner shall construct and maintain a Swimming Pool Enclosure that otherwise complies with the By-Law, and a permit shall be obtained.

SECTION 11 VARIANCES

- i) Any Owner may apply in writing to Council for the Township of Dawn-Euphemia for a variance from the provisions of the By-Law, excepting the provisions of Section 9 and 10 of the By-Law.
- ii) The requested variance will be considered by Council for the Township of Dawn-Euphemia, who may grant the variance in full or in part, place certain terms and conditions of approval, or deny the variance.
- iii) In considering whether to grant a variance, Council for the Township of Dawn-Euphemia may have regard for such matters, including but not limited to, the following:
 - a. Any special circumstances or conditions applying to the Fence in question;
 - b. Whether strict application of the provisions of the By-Law would result in practical difficulties or unnecessary hardship to the Owner;
 - c. Whether the Fence may affect surrounding sight lines and create or potentially create a hazardous condition for pedestrians or motorists; and
 - d. Whether the Fence has or may have an adverse impact on neighbouring Lots.
- iv) Where an Owner disagrees with a decision of Council for the Township of Dawn-Euphemia made under section 11 (ii) of the By-Law, the Owner may appeal such decision to Council.
- v) Where an appeal has been made to Council under Section 11 (iv) of the By-Law, Council shall have the same powers as Council for the Township of Dawn-Euphemia pursuant to Section 11 (ii) of the By-Law and Council may have regard to the same factors as set out in Section 11 (iii) of the By-Law in determining whether an exemption shall be granted.
- viii) Decisions of Council under Section 11 (v) are final.
- ix) The fee for an application for variance to cover the processing of the application shall be as set by the Rates and Fees By-Law for the Municipality, as amended from time to time. The variance application fee is non-refundable.

SECTION 12 ADMINISTRATION AND ENFORCEMENT

12.1 ENFORCEMENT

The By-Law shall be enforced by any Officer.

12.2 INSPECTIONS

- i) An Officer, and any Servant/Agent under their direction, may enter on Land at any reasonable time without prior notice for the purpose of carrying out an inspection to determine whether the provisions of their By-Law have been complied with.
- ii) For the purposes of an inspection, an Officer may:
 - a. Require the production of documents relevant to the inspection;
 - b. Inspect and remove documents or things relevant to the inspection for the purpose of making copies;
 - c. Require information from any Person concerning a matter related to the inspection;
- d. Make examinations or take photographs necessary for the purposes of the inspection, alone or in conjunction with any Person possessing special or expert knowledge.

12.3 HINDER OR OBSTRUCT

No Person shall hinder or obstruct, or attempt to hinder or obstruct, an Officer who is exercising a power or performing a duty that is authorized under the By-Law.

12.4 REMEDIAL ACTION

- i) If, in the opinion of an Officer, a Fence or Hydro-Massage Pool does not comply with the provisions of the By-Law, the Officer or designate shall provide a written Order to the Owner of the requirement to bring the Fence, or Hydro-Massage Pool into compliance with the provisions of the By-Law.
- ii) An Order given by an Officer to an Owner shall identify the Land or structure at issue and the violation(s) observed by the Officer.
- iii) An Order issued by an Officer to an Owner shall identify the Land or structure at issue and the violation(s) observed by the Officer.
- iv) Where an Order is to be sent by registered mail and/or courier and/or personal service to an Owner, it shall be sent to the attention of the Owner of the Lands at the address shown on the most up-to-date tax assessment roll maintained by the Municipality.
- v) The Order shall be posted on site in a visible location.
- vi) An Order to an Owner shall also define the deadline, being the date and time, for the Owner to comply with this By-Law, which deadline shall not be less than five (5) days excluding Saturday, Sunday, and public statutory holidays in the Province of Ontario.

- vii) An Order to an Owner may advise that unless the Owner brings the Land into compliance with this By-Law within the deadline stated in the Order, the Owner shall be liable for the Costs/Expenses incurred by the Municipality in accordance with Section 10.4 to bring the Land into compliance with this By-Law.
- viii) An Order is deemed served upon the Owner three (3) days after the Order is posted on the Lands or sent by registered mail, courier, and/or on the day the Order is Served Personally onto the Owner.
- ix) The Officer, with or without a Servant/Agent, may enter onto or inspect the use of any Land for the purpose of determining whether the Land complies with this By-Law.
- x) No Owner shall remove or deface an Order which has been posted on the Land pursuant to this By-Law.
- xi) If the Owner fails to comply with notice given pursuant to Section 12.4 i) of the By-Law, the Chief Building Official may immediately cause the Fence to be removed or brought into conformance with the provisions of the By-Law at the expense of the Owner and such expense shall be recoverable by action or by adding the costs to the tax roll for the Lot and collecting them in the same manner as taxes in accordance with Section 427 of the *Municipal Act*, S.O. 2001, c.25, as amended.
 - xii) In the case of a Swimming Pool Enclosure or Hydro-Massage Pool where an Owner fails to comply with notice given pursuant to Section 12.4 i) of the By-Law, the Chief Building Official may, in addition to any other remedy provided herein, remove or cause to be removed, all water from the Outdoor Swimming Pool or Hydro-Massage Pool until such time as the required Swimming Pool Enclosure or Hydro-Massage Pool is Erected or maintained in accordance with the provisions of the By-Law and such expense shall be recoverable by action or by adding the costs to the tax roll for the Lot and collecting them in the same manner as taxes in accordance with Section 427 of the *Municipal Act*, S.O.2001, c.25, as amended.

12.5 EMERGENCY SITUATIONS – THREAT OR DANGER TO LIFE

The Officer has emergency powers to act on any violation of this By-Law, particularly when there's a threat or danger to life. This means the Officer can enter the Lands, order necessary repairs, and potentially take action to terminate the danger. Where an Owner has defaulted in complying with the provisions of this By-Law, the Municipality may recover all Costs/Expenses incurred in bringing the Lands into compliance from the Owner by action or by adding the Cost/Expenses to the Land's tax roll and collecting them in the same manner as property taxes.

12.6 OFFENCE

Any Person who contravenes any provisions of the By-Law is guilty of an offence.

12.6 PENALTY

Every Person who is convicted of an offence under the By-Law is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, P. 33, as amended from time to time, or any replacement legislation.

12.7 PROHIBITION ORDER

Where a conviction is entered for a violation of the By-Law, in addition to any other remedy and to any penalty imposed under the By-Law, the court in which the conviction has been entered and any court of competent jurisdiction may make an order prohibiting the continuation or repetition of the offence by the Person convicted and requiring the Person convicted to correct the contravention.

12.8 SEVERABILITY

Each provision of the By-Law is independent of all other provisions, and if any provision is declared invalid for any reason by a court of competent jurisdiction, all other provisions of the By-Law remain valid and enforceable.

12.9 BY-LAWS REPEALED

The By-Law shall repeal the following By-Laws: 2002-29 (Fence By-Law) and 2002-30 (Swimming Pool By-Law).

12.10 DATE OF EFFECT

The By-Law comes into force and takes effect on the date that it is passed.

12.11 NON-APPLICATION OF LINE FENCES ACT

The provisions of the *Line Fences Act* S.O. 1990, c. 17, as amended (the "**Line Fences Act**"), do not apply to all or any part of the Municipality, save and except for section 20 of the *Line Fences Act*.

READ a FIRST and SECOND time this 15th day of June, 2026.

READ a THIRD time and FINALLY PASSED this 15th day of June, 2026.

Mayor – Alan Broad

Administrator-Clerk – Donna Clermont

10b



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW 2026-15

Being a by-law to Appoint an Administrator-Clerk

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 229 authorizes a municipality to appoint a Chief Administrative Officer;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 228 requires a municipality to appoint a Clerk;

NOW THEREFORE the Council of the Corporation of the Township of Dawn-Euphemia enacts as follows:

1. That Martha Gawley is hereby appointed Administrator-Clerk for the Corporation of the Township of Dawn-Euphemia.
2. That the powers and duties of the Clerk shall be those powers and duties as set forth in the Municipal Act, any other Acts or Regulations pertaining to municipalities and in accordance to the Job Description as amended from time to time.
2. That By-law Number 39 of 2015 is hereby repealed.
3. That this by-law shall come into force and take effect as of June 22, 2026, and shall remain in force until repealed by Council.

Read a first, second, and third time and finally passed this 15th day of June 2026.

Mayor

Clerk



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW NUMBER 2026 - 16

***Being a by-law to Authorize Signing Officers for the
Municipal Corporation of the Township of Dawn-Euphemia; And Repeal By-Law 2022-30***

WHEREAS Section 8(1) of the Municipal Act, 2001 provides for the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS the Corporation of the Township of Dawn-Euphemia is desirous of passing a by-law to authorize signing officers and Members of Council to sign cheques, debit memos and items drawn on the account on behalf of the municipality pursuant to the Municipal Act, 2001;

AND WHEREAS Section 287 of the Municipal Act, 2001 states a municipality may provide that the signatures of the municipality be mechanically or electronically reproduced;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Dawn-Euphemia **HEREBY ENACTS AS FOLLOWS:**

1. All cheques, debit memos and items drawn on the accounts of the Corporation of the Township of Dawn-Euphemia shall require two (2) signatures, one being from Administration and one being a member of Council;
2. The Treasurer, Deputy-Treasurer or Administrator-Clerk **and** the Mayor Alan Broad, Councillor Ann Gray or Councillor Mark McGuire are hereby authorized to sign cheques, debit memos and items drawn on the account on behalf of the Corporation of the Township of Dawn-Euphemia;
3. The Mayor has the option of a direct signature or in the alternative a mechanically or electronically reproduced signature;
4. The Treasurer, Deputy-Treasurer or Administrator-Clerk be authorized to transfer funds between banking and investment accounts as required via telephone, facsimile and/or internet transactions.
5. That By-law 2022-30 is hereby repealed.
6. Schedule "A" forms part of this by-law.
7. This By-law shall come into force and take effect on June 22, 2026.

READ a FIRST and SECOND time this 15th day of June, 2026.

READ a THIRD time and FINALLY PASSED this 15th day of June, 2026.

Mayor – Alan Broad

Administrator-Clerk – Donna Clermont



BY-LAW NUMBER 2026 - 16

Schedule "A"

***Being a by-law to Signing Officers for the
Municipal Corporation of the Township of Dawn-Euphemia***

**Sample Signatures
Members of Council**

Alan Broad, Mayor

Ann Gray, Councillor

Mark McGuire, Councillor

**Sample Signatures
Members of Administration**

Tammy Cartlidge, Treasurer

Jami Hornbostel-Sade,
Deputy-Treasurer

Martha Gawley, Administrator-Clerk



10d

THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

BY-LAW 2026-18

Being a By-law of the Corporation of the Township of Dawn-Euphemia to confirm the resolutions and motions of the Township of Dawn-Euphemia Council meeting which were adopted up to and including June 15, 2026

WHEREAS it has been expedient that from time to time, the Council of The Corporation of the Township of Dawn-Euphemia should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions which have been adopted by resolution or motion of Council only, should be authorized by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Dawn-Euphemia enacts as follows:

THAT all actions of Council which have been authorized by a resolution or motion of Council and adopted in open Council and that were recorded in the minutes of Council or the minutes of a Committee of Council and accepted by Council, for April 7, April 20, May 4, May 19, June 1 and June 15, 2026, be hereby confirmed.

Read a first, second, and third time, and finally passed this 15th day of June 2026.

Mayor

Administrator-Clerk

The Corporation of the Township of Dawn-Euphemia



RESOLUTION – REGULAR MEETING

Date: June 15, 2026

Moved by:	Seconded by:	Recorded Vote:	
		Order	Vote
<input type="checkbox"/> A. Broad	<input type="checkbox"/> A. Broad	_____	_____ A. Broad
<input type="checkbox"/> A. Gray	<input type="checkbox"/> A. Gray	_____	_____ A. Gray
<input type="checkbox"/> P. LeBoeuf	<input type="checkbox"/> P. LeBoeuf	_____	_____ P. LeBoeuf
<input type="checkbox"/> M. McGuire	<input type="checkbox"/> M. McGuire	_____	_____ M. McGuire
<input type="checkbox"/> J. Meyer	<input type="checkbox"/> J. Meyer	_____	_____ J. Meyer

That Council hereby now moves into a session of the Regular Council Meeting that shall be closed to the public at _____ pm in accordance with Two (2) Matter under S.239(2)(b) Personal Matters about an Identifiable Individual including Municipal Employees. *Carried.*

The Corporation of the Township of Dawn-Euphemia

12

RESOLUTION – REGULAR MEETING

Date: June 15, 2026

Moved by:	Seconded by:	Recorded Vote:	
		Order	Vote
<input type="checkbox"/> A. Broad	<input type="checkbox"/> A. Broad	_____	_____ A. Broad
<input type="checkbox"/> A. Gray	<input type="checkbox"/> A. Gray	_____	_____ A. Gray
<input type="checkbox"/> P. LeBoeuf	<input type="checkbox"/> P. LeBoeuf	_____	_____ P. LeBoeuf
<input type="checkbox"/> M. McGuire	<input type="checkbox"/> M. McGuire	_____	_____ M. McGuire
<input type="checkbox"/> J. Meyer	<input type="checkbox"/> J. Meyer	_____	_____ J. Meyer

That this Regular Meeting of Council be hereby adjourned at the hour of _____ pm, to meet again for the Regular Meeting of Council on Monday, July 6, 2026, at 6:30 pm or at the call of the Chair. *Carried.*