



**COUNCIL AGENDA – 22 – 2020 MUNICIPALITY OF HURON EAST**  
**to be held on**  
**TUESDAY, DECEMBER 15<sup>th</sup>, 2020 – 7:00 p.m.**  
**VIRTUAL MEETING**

1. **CALL TO ORDER & MAYOR'S REMARKS**
2. **CONFIRMATION OF THE AGENDA**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **MINUTES OF PREVIOUS MEETING**
  - 4.22.1 Regular Meeting – December 1<sup>st</sup>, 2020 (encl.) (Pages 4-7)
5. **PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**
  - 5.22.1 7:00 p.m. – Public Hearing – Minor Variance Application (see enclosed agenda) (Pages 8-16)
    - MV-06-2020 – Tripod Properties Inc.
6. **ACCOUNTS PAYABLE** \$4,797,251.50 (encl.) (Pages 17-26)
7. **REPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERS**
  - 7.22.1 CAO/Clerk – Maitland Valley Snowmobile Club – Henfryn (encl.) (Pages 27-30)
  - 7.22.2 CAO/Clerk – Grant Application – ICIP – COVID-19 Stream (encl.) (Page 31)
8. **CORRESPONDENCE**
  - 8.22.1. Region of Peel – resolution regarding property tax exemptions for Veterans Clubs. (encl.) (Pages 32-33)
  - 8.22.2. City of Hamilton – resolution concerning an interim cap on gas plant and greenhouse gas pollution and the development and implementation of a plan to phase-out gas-fired electricity generation. (encl.) (Pages 34-35)
  - 8.22.3. City of Hamilton – resolution concerning a temporary cap on food delivery service charges. (encl.) (Page 36-37)
  - 8.22.4. Municipality of Southwest Middlesex – resolution requesting the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways. (encl.) (Pages 38-39)
9. **UNFINISHED BUSINESS**
  - 9.22.1 Strategic Planning
  - 9.22.2 Brussels Trust Resolution – MVCA Park Area
  - 9.22.3 Improper/illegal dumping – recycling bins/compost areas
  - 9.22.4 ROMA 2021 Conference – registration deadline December 31<sup>st</sup>, 2020
  - 9.22.5 OGRA 2021 Conference – registration deadline January 22<sup>nd</sup>, 2021

**10. MUNICIPAL DRAINS****11. PLANNING**

**11.22.1** Huron County Planning and Development Department – copy of an updated Planners Report for consent application C79/20 on Lots 290 to 295 Pt. Reserve, Part Walnut Street and 22R-6304 Parts 3, 5 and 7, Plan 192, Brussels Ward, Robert DeForest (decision deferred from December 1<sup>st</sup>, 2020 meeting). (encl.) (Pages 40-44)

**11.22.2** Huron County Planning and Development Department – copy of updated Planners Report for consent application C79/20 on Lots 290 to 295, Pt. Reserve, Part Walnut Street and 22R-6304 Parts 3, 5 and 7, Plan 192, Brussels Ward, Robert DeForest. (encl.) (Pages 45-50)

**12. COUNCIL REPORTS**

**12.22.1** Council Member Reports

→ County Council Report

→ Other Boards/Committees or Meetings/Seminars

**12.22.2** Requests by Members

**12.22.3** Notice of Motions

**12.22.3.1** – Administration Committee – recommendation to enter into renewal agreements for Fire Chief and Fire Protection Officer (See By-Laws 78-2020 and 79-2020)

**12.22.3.2** – Personnel Committee

- recommendation that Council increase the payroll grid by 2.7% for 2021

- recommendation that Council retain Jennette Zimmer as a Building Inspector and enter into an agreement with Central Huron to share the position (See By-Law 81-2020)

**12.22.3.3** – Councillor & Citizen Appointments (encl.) (Page 51)

**12.22.4** Announcements

**13. INFORMATION ITEMS**

**13.22.1** Lily Morrow, Climate Change and Energy Specialist, Count of Huron – advising the application for Zero-Emission Vehicle Infrastructure Program in partnership with ChargerCrew was approved by Natural Resources Canada. (encl.) (Page 52)

**13.22.2** Huron East Administration Committee – copy of meeting minutes – November 24<sup>th</sup>, 2020. (encl.) (Pages 53-57)

**13.22.3** Huron East Personnel Committee – copy of meeting minutes – November 30<sup>th</sup>, 2020. (encl.) (Pages 58-59)

**13.22.4** Huron East/Seaforth Community Development Trust – copy of meeting minutes – November 5<sup>th</sup>, 2020. (encl.) (Pages 60-63)

**13.22.5** Association of Municipalities of Ontario – Policy Update – COVID-19 municipal financial impacts, supportive housing expansion, COVID-19 modelling and emergency orders extended, and fall legislative session adjourned. (encl.) (Pages 60-63) (Pages 64-66)

**13.22.6** Association of Municipalities of Ontario – Policy Update – New Stronger Public Health Measures. (encl.) (Pages 67-68)

**14. OTHER BUSINESS**

**14.22.1** Tax Write Offs (encl.) (Pages 69-74)

**15. BY-LAWS**

- 15.22.1** By-Law 75-2020 – Deem Lots 242, 243, 248 and 249, Plan 192, Brussels Ward, not to be part of a registered plan of subdivision (encl.) (Page 75)
- 15.22.2** By-Law 78-2020 – Authorize Agreement – Township of North Huron – Fire Chief (encl.) (Pages 76-88)
- 15.22.3** By-Law 79-2020 – Authorize Agreement – Township of North Huron – Fire Protection Officer (encl.) (Pages 89-98)
- 15.22.4** By-Law 80-2020 – Authorize Service Agreement – Lower Tier Municipalities – Social Research and Planning Council - United Way Huron-Perth (encl.) (Pages 99-111)
- 15.22.5** By-Law 81-2020 – Authorize Agreement – Municipality of Central Huron – Building Inspector (encl.) (Pages 112-118)
- 15.22.6** By-Law 82-2020 – Roderick McKay Municipal Drain – Actual Costs (encl.) (Pages 118-120)
- 15.22.7** By-Law 83-2020 – Haney Municipal Drain – Actual Costs (encl.) (Pages 121-122)
- 15.22.8** By-Law 84-2020 – Authorize Lease Agreement – Huron Community Family Health Team (encl.) (Pages 123-140)
- 15.22.9** By-Law 85-2020 – Drain Maintenance Assessment Schedules (encl.) (Pages 141-142)
- 15.22.10** By-Law 86-2020 – Authorize Site Plan Control Agreement – Brussels Metal Products Limited (encl.) (Pages 143-150)

**16. CLOSED SESSION AND REPORTING OUT (Section 239 of the *Municipal Act, 2001*)****17. CONFIRMATORY BY-LAW**

- 17.22.1** By-Law 87-2020 – Confirm Council Proceedings (encl.) (Page 151)

**18. ADJOURNMENT**

**MUNICIPALITY OF HURON EAST COUNCIL MEETING MINUTES**  
**VIRTUAL MEETING**

**TUESDAY, DECEMBER 1<sup>st</sup>, 2020 – 7:00 P.M.**

**Members Present:** Mayor, Bernie MacLellan, Deputy Mayor Robert Fisher,  
Councillors John Lowe, Zoey Onn, Dianne Diehl, Alvin McLellan,  
Brenda Dalton, Gloria Wilbee, Joe Steffler, Larry McGrath  
and Raymond Chartrand

**Absent:** nil

**Staff Present:** CAO/Clerk, Brad Knight  
Finance Manager-Treasurer/Deputy Clerk, Paula Michiels  
Public Works Coordinator, Barry Mills  
Economic Development Officer, Jan Hawley

**Others Present:** Shawn Loughlin, Editor, The Citizen

**CALL TO ORDER & MAYOR'S REMARKS**

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

**CONFIRMATION OF THE AGENDA**

*Moved* by Dianne Diehl and seconded by Ray Chartrand: Adopt Agenda  
That the Agenda for the Regular Meeting of Council dated December 1<sup>st</sup>, 2020  
as circulated with the following addition:  
Item 7.21.2 – Public Works Coordinator – Snow Removal Seaforth Core Carried.

**DISCLOSURE OF PECUNIARY INTEREST**

**MINUTES OF PREVIOUS MEETING**

*Moved* by Alvin McLellan and seconded by Zoey Onn: Meeting Minutes  
That Council of the Municipality of Huron East approve the following Council Minutes  
Meeting Minutes as printed and circulated:  
a) Regular Meeting – November 17<sup>th</sup>, 2020 Carried.

**PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**

**ACCOUNTS PAYABLE**

**REPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERS**

**CAO/Clerk – Agreement – County of Huron (EMS)**

CAO/Clerk Brad Knight reviewed his report to Council concerning the location for County ambulance services in the Brussels area. Council were advised that prior to COVID-19 a County ambulance was normally located in the Huronlea parking lot in Brussels with an office and lounge services provided to EMS personnel within Huronlea. With COVID-19 protocols in place, Huronlea was limiting access to their facility and the County ambulance has been relocated to the Brussels Fire Hall for some time with temporary arrangements in place for use the meeting room, kitchen and washrooms facilities. The County has suggested this arrangement be formalized with a lease agreement that would provide a monthly lease of \$300 per month. It was noted By-Law 74-2020 to authorize a Lease Agreement with the County will be considered by Council later in the meeting.

Council were advised that during discussions with County staff regarding a lease agreement, discussions also touched on the concept of the future needs of EMS in Brussels. It was acknowledged that a maintaining a strategic location in the Brussels area may be desirable for the east side of the County. He suggested that if an expansion of the Brussels Fire Hall was being considered for EMS, the Municipality may wish to consider an additional bay for the Brussels Fire Hall, which was originally constructed in 1994. He further noted that such a proposal would make a strong application for funding under the recently announced ICIP – COVID Stream as the application could be developed around the concept of moving an EMS base from a vulnerable population to an existing location with a building retrofit and expansion, it would also be considered as a joint application (Morris-Turnberry fire agreement) along with the involvement of another level of government (County EMS). The CAO did suggest that while the concept may have merit, the consideration of it for grant purposes was premature at this time as the County had not made any commitments to future locations of facilities.

**Moved** by Dianne Diehl and seconded by Ray Chartrand:  
That staff investigate options for a grant application to ICIP – COVID Resilience Infrastructure Stream and bring a report back to the next meeting.  
Carried.

Investigate  
Options  
ICIP-COVID  
Funding Stream

#### Public Works Coordinator – Snow Removal Seaforth Core

Public Works Coordinator Barry Mills reviewed his report to Council concerning the status of snow removal in the core area of Seaforth. The Public Works Coordinator advised that Don Heard of G. Heard Construction Ltd. is contracted to provide snow removal equipment with operators for a 3-year period with a 2-year extension, noting this is the 3<sup>rd</sup> year of the contract. He advised that Mr. Heard is having trouble obtaining liability insurance at a reasonable rate and will not be able to provide the service. Mr. Heard has offered to rent his Skid Steer and Blower to the Municipality through a rental agreement acceptable to our insurer. Council were requested to consider an equipment rental lease with G. Heard Construction Ltd. in lieu of the 3<sup>rd</sup> year of the snow removal of Seaforth core contract.

**Moved** by John Lowe and seconded by Gloria Wilbee:  
That Council authorize the Mayor and CAO/Clerk to sign an equipment rental agreement with G. Heard Construction Ltd. for a Skid Steer and Blower for snow removal from the core area of Seaforth at a rate of \$200.00 per hour for the 2020-2021 season. Carried.

Equipment  
Rental  
Heard Const.  
Snow Removal  
Seaforth Core

**Moved** by Bob Fisher and seconded by Alvin McLellan:  
That Huron East Council receive the following Reports of Municipal Officers as presented:  
(1) CAO/Clerk  
(2) Public Works Coordinator

Municipal  
Officers  
Reports

Carried.

#### CORRESPONDENCE

**Moved** by John Lowe and seconded by Bob Fisher:  
That Council of the Municipality of Huron East endorse the resolutions of the Municipality of Meaford, Township of Amaranth, City of Belleville and County of Prince Edward expressing concerns regarding proposed Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, in particular proposed changes regarding ranked ballot voting and the nominations period. Carried.

Endorse  
Resolutions  
Bill 218  
Municipal  
Elections Act

**Moved** by Bob Fisher and seconded by Ray Chartrand:  
That the Municipality of Huron East support the submission by AMO to the Province of Ontario that Schedule 6 of Bill 229, (*Budget Measures Act*) be withdrawn and that the Province be encouraged to work with Conservation Authorities to find workable solutions to reduce red tape and certain conditions for growth;  
AND FURTHER that a copy of this resolution be sent to the Ausable Bayfield Conservation Authority and the Maitland Valley Conservation Authority. Carried.

Support  
Submission  
AMO  
Conservation  
Authorities

#### UNFINISHED BUSINESS

#### MUNICIPAL DRAINS

#### PLANNING

**Moved** by Bob Fisher and seconded by Dianne Diehl:  
That Council of the Municipality of Huron East acknowledge the report of Huron County Planner Laura Simpson dated November 26<sup>th</sup>, 2020 and defer a decision on severance application C79/20 of Robert DeForest on Lots 290 to 295, Pt. Reserve, Pt. Walnut Street and 22R-6304 Parts 3, 5 and 7, Plan 192, Brussels Ward, to the next regular meeting of Council to allow the Planner to provide an updated planning report for consideration by Council. Carried.

Defer  
Consent C79/20  
DeForest

**Moved** by Brenda Dalton and seconded by Zoey Onn:  
That Council of the Municipality of Huron East acknowledge the report of Huron County Planner Laura Simpson dated November 26<sup>th</sup>, 2020 and has no objection to severance application C82/20 of John Dekroon on Lot 5, Concession 1, McKillop Ward, provided the following conditions are met:

No Objection  
Consent C82/20  
Dekroon

- i) that the severed land merge on title with the abutting property to the west (Part Lot 5, Concession 1, Plan 22R-2078 Part 1, McKillop Ward)



- ii) one square foot portion of the abutting property to which the severed land is to be merged be conveyed to the Municipality
- iii) that the retained lands be rezoned to recognize that an existing accessory structure does not meet the minimum setback from the new lot line.

Carried.

*Moved* by Dianne Diehl and seconded by Alvin McLellan:

That Council of the Municipality of Huron East acknowledge the report of Huron County Planner Laura Simpson dated November 25<sup>th</sup>, 2020 and has no objection to severance application C85/20 of 1813075 Ontario Inc. c/o Andrea Van Nes on Part Lot 22, 22R-5781 Parts 1 and 6, Concession 8, Grey Ward, provided the following conditions are met:

No Objection  
Consent C85/20  
Van Nes

- i) that the severed land merge on title with the abutting property to the east (Part Lot 22, Concession 8, Grey Ward).

Carried.

*Moved* by Bob Fisher and seconded by Dianne Diehl:

That Council of the Municipality of Huron East acknowledge the report of Huron County Planner Laura Simpson dated November 24<sup>th</sup>, 2020 and has no objection to severance application C86/20 of 183075 Ontario Inc. c/o Andrea Van Nes on Lot 21, Part Lot 22, Part Road Allowance, 22R-5781 Part 3 and 5, Concession 8, Grey Ward. Carried.

No Objection  
Consent C86/20  
Van Nes

## COUNCIL REPORTS

### Inaugural Meeting – County of Huron

Deputy Mayor Bob Fisher advised the Inaugural Meeting of the County of Huron will be held on December 2<sup>nd</sup>, 2020 at 9:00 a.m. noting an election will be held for a new Warden to serve the 2021-2022 term.

### Electric Vehicle Charging Stations

Deputy Mayor Bob Fisher advised the application submitted by the County of Huron to the Zero-Emissions Vehicle Infrastructure Program for funding to assist with the installation of electric vehicle chargers was approved.

### Climate Change – Single Serve Plastics

Deputy Mayor Bob Fisher advised the County of Huron has adopted a Single-Use Item Reduction Strategy to encourage a reduction in the purchase, use and disposal of single-use items to minimize the environmental impact and improve sustainability. He suggested that he would obtain and provide a copy to councillors for their review and that he would ask that consideration be given to adopting a similar strategy for Huron East.

### Brussels Christmas Experience

Councillor John Lowe advised the Brussels Christmas Experience is being held on Saturday, December 5<sup>th</sup> from 6:00 pm to 8:00 pm. This event is a driving experience only and people are to stay in their vehicles and drive their own route.

### Notice of Motion

*Moved* by John Lowe and seconded by Dianne Diehl:

That Council of the Municipality of Huron East proclaim December 6<sup>th</sup>, 2020 as the National Day of Remembrance and Action on Violence Against Women in Canada and that the flags at the Town Hall be lowered to half mast. Carried.

Proclaim  
December 6<sup>th</sup>  
National Day  
Violence  
Against  
Women

## INFORMATION ITEMS

*Moved* by Bob Fisher and seconded by Dianne Diehl:

That Huron East Council receive the following Board and Committee meeting minutes as submitted:

Meeting Minutes

- (1) Seaforth & District Community Centres Management Committee – November 18<sup>th</sup>, 2020
- (2) Vanastra Recreation Centre/Day Care Committee – November 23<sup>rd</sup>, 2020

Carried.

**OTHER BUSINESS****BY-LAWS**

*Moved* by Alvin McLellan and seconded by Joe Steffler:  
BE IT HEREBY RESOLVED that leave be given to introduce  
By-Laws 74, 76 and 77 for 2020:

Introduce  
By-Laws

By-Law 74-2020 – Authorize Agreement – Mutual Assistance, Huron County, Lower Tiers,  
repeal By-Law 89-2019

By-Law 76-2020 – Authorize Lease Agreement – County of Huron (Huron Emergency Services)  
– Brussels Fire Hall

By-Law 77-2020 – Confirm Council Proceedings

Carried.

*Moved* by John Lowe and seconded by Dianne Diehl:  
BE IT HEREBY RESOLVED that By-Law 74 for 2020, a by-law to authorize  
an Agreement with the County of Huron and lower tier municipalities for mutual  
assistance, be given first, second, third and final readings and signed by the Mayor  
and Clerk, and the Seal of the Corporation be affixed thereto. Carried.

Authorize  
Agreement  
Huron County  
Mutual  
Assistance

*Moved* by Zoey Onn and seconded by Joe Steffler:  
BE IT HEREBY RESOLVED that By-Law 76 for 2020, a by-law to authorize a  
Lease Agreement with the County of Huron for the shared use of amenities at the  
Brussels Fire Hall for a Paramedic Services Post, be given first, second, third and  
final readings and signed by the Mayor and Clerk, and the Seal of the Corporation  
be affixed thereto. Carried.

Authorize Lease  
Agreement  
Huron County  
Brussels Fire  
Hall

**CLOSED SESSION AND REPORTING OUT (Section 239 of the *Municipal Act, 2001*)****CONFIRMATORY BY-LAW**

*Moved* by Bob Fisher and seconded by Alvin McLellan:  
BE IT HEREBY RESOLVED that By-Law 77 for 2020, a by-law to confirm  
the proceedings of Council, be given first, second, third and final reading  
and signed by the Mayor and Clerk, and the Seal of the Corporation be  
affixed thereto. Carried.

Confirm  
Proceedings

**ADJOURNMENT**

*Moved* by John Lowe and seconded by Ray Chartrand:  
The time now being 8:15 p.m.  
That the meeting do adjourn until December 15<sup>th</sup>, 2020 at 7:00 p.m. Carried.

Adjournment

\_\_\_\_\_  
Bernie MacLellan, Mayor

\_\_\_\_\_  
Brad Knight, CAO/Clerk



**MUNICIPALITY OF HURON EAST**  
**PUBLIC HEARING**  
**TUESDAY, DECEMBER 15<sup>th</sup>, 2020 – 7:00 P.M.**  
**VIRTUAL MEETING**

The purpose of the public hearing of the Committee of Adjustment is to consider a proposed minor variance to the Huron East Zoning By-Law 52-2006.

**AGENDA**

- 1. Call to Order – Adopt Agenda for Public Hearing**
- 2. Disclosure of Elected Officials – Pecuniary Interest**
- 3. Minor Variance Application**
  - 3 a) Committee of Adjustment application MV06-2020 by Tripod Properties Inc. on 61 Louisa Street, Plan 394, Lot 53, Seaford Ward. (encl.)**

The proposed minor variance will provide relief from By-Law 52-2006 (Huron East Zoning By-Law) to permit the following variance:

- reduce minimum lot frontage from 10 metres to 9.9 metres for one unit (Part 2) of the semi-detached dwelling on the subject property

Comments Received:

- Report from Planner Laura Simpson dated December 10<sup>th</sup>, 2020 (encl.)

- 4. Close Public Hearing**





THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

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**NOTICE OF ELECTRONIC PUBLIC HEARING**  
PURSUANT TO SECTION 45 OF *THE PLANNING ACT*, R.S.O. 1990

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MINOR VARIANCE APPLICATION FILE# MV06-2020

LOCATION: 61 Louisa Street,  
Plan 394, Lot 53, Seaforth Ward, Municipality of Huron East  
OWNERS: Tripod Properties Inc.  
ROLL NUMBER: 4040 390 022 00897 0000

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**TAKE NOTICE** that the Municipality of Huron East Committee of Adjustment will hold an **electronic public meeting** on: **Tuesday, December 15, 2020 at 7:00 p.m.** to consider a proposed minor variance under Section 45 of the Planning Act (RSO 1990), as described below and shown on the attached map.

**BE ADVISED** the Municipality of Huron East considered this application complete on November 24, 2020.

**PURPOSE AND EFFECT:**

The subject property is zoned Residential Medium Density (R2) on Key Map 64 of the Huron East Zoning By-law.

The purpose of this application is to permit a reduced lot frontage for one of the units of the existing semi-detached dwelling on the subject property.

**PROPOSED MINOR VARIANCE:**

The minor variance requested for this development is:

- To permit a reduced minimum lot frontage of 9.9 metres for one unit (Part 2) of the semi-detached dwelling on the subject property.

**EXISTING ZONING BY-LAW PROVISIONS:**

Section 19.5 of the Huron East Zoning By-law states that all semi-detached dwellings must comply with a minimum interior lot frontage of 10 metres.

**Revised Procedure due to COVID-19 Pandemic**

Council meetings are being held electronically in response to the current situation. Persons wishing to participate in the planning process are strongly encouraged to send their comments, questions or concerns via email, mail or telephone to Laura Simpson, Planner, at [lsimpson@huroncounty.ca](mailto:lsimpson@huroncounty.ca) (1-888-524-8394 ext. 3291) or to Cathy Garrick at [cgarrick@huroneast.com](mailto:cgarrick@huroneast.com) (519-527-1710 ext. 31).

If mailing comments, please address to:

PO Box 610, Seaforth, Ontario N0K 1W0, Attention: Cathy Garrick

For those persons who wish to participate orally at the meeting, there is an option to join the hearing electronically or by teleconference. For instructions on how to participate electronically, contact Cathy Garrick, Huron East Building Department, [cgarrick@huroneast.com](mailto:cgarrick@huroneast.com) (519-527-1710 ext. 31)

**ELECTRONIC PUBLIC HEARING** – you are entitled to attend this electronic public hearing to express your views about this application or you may be represented by counsel for that purpose. If you are aware of any person interested in or affected by this application who has not received a copy of this notice, you are requested to inform that person of this hearing. If you wish to make written comments on this application, they may be forwarded to the secretary-treasurer of the committee at the address shown below.

Please note that comments and opinions submitted on these matters, including the originator's name and address, become part of the public record, may be viewed by the public, and may be published in a Planning Report, Council Agenda or Council Minutes.

**FAILURE TO ATTEND** – If you do not participate in the electronic hearing, it may proceed in your absence and, except as otherwise provided in the Planning Act, you will not be entitled to any further notice in the proceedings.

**NOTICE OF DECISION** – If you wish to be notified of the decision of the Committee of Adjustment in respect of this application, you must submit a written request to the Committee of Adjustment. This will also entitle you to be advised of a possible Local Planning Appeal Tribunal hearing in the event the decision on this application is appealed.

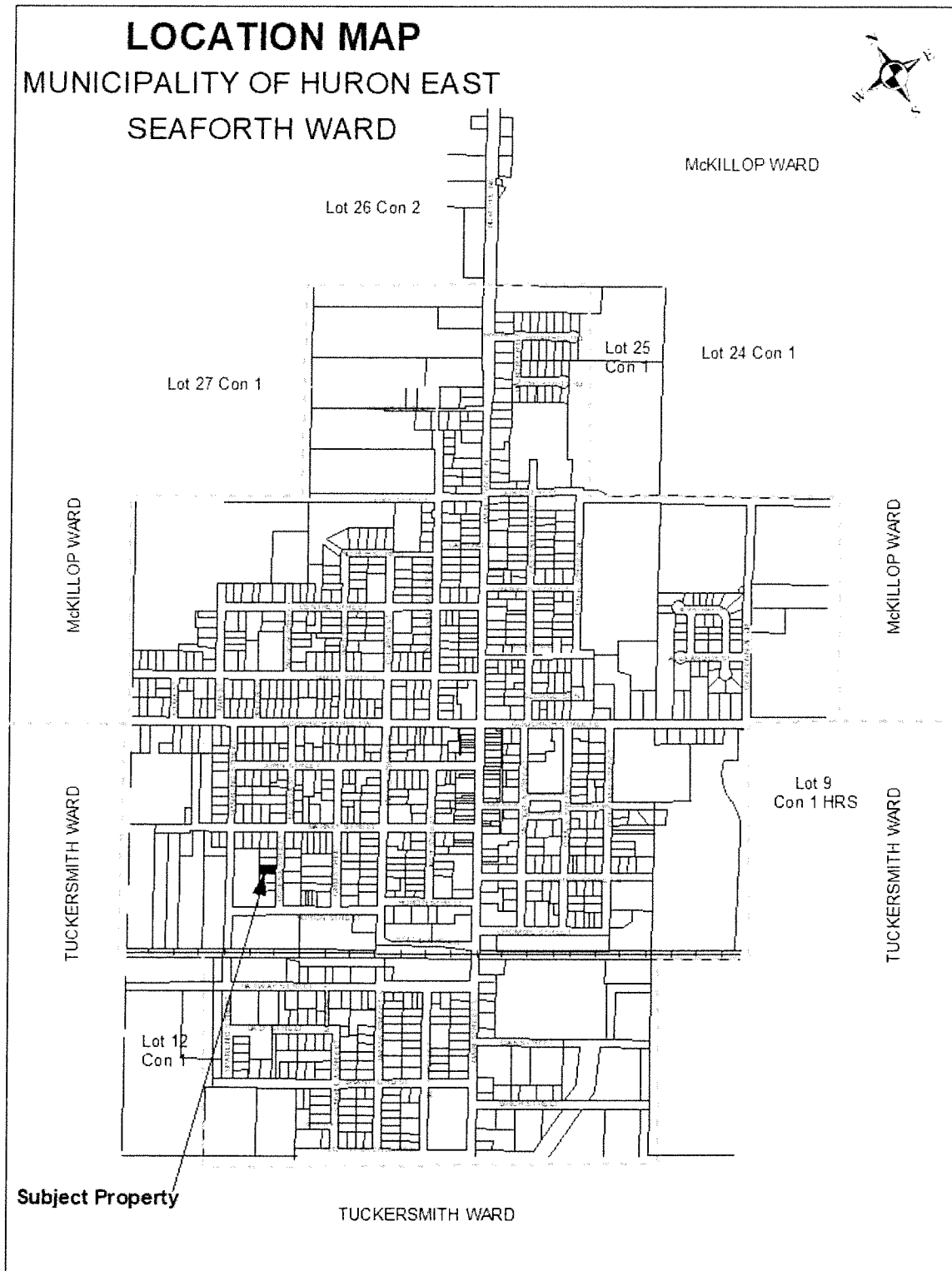
**ADDITIONAL INFORMATION** relating to the proposed minor variance is available for inspection on the municipal website at [www.huroneast.com](http://www.huroneast.com) or at the Clerk's office from 8:30am to 4:30pm Monday to Friday.

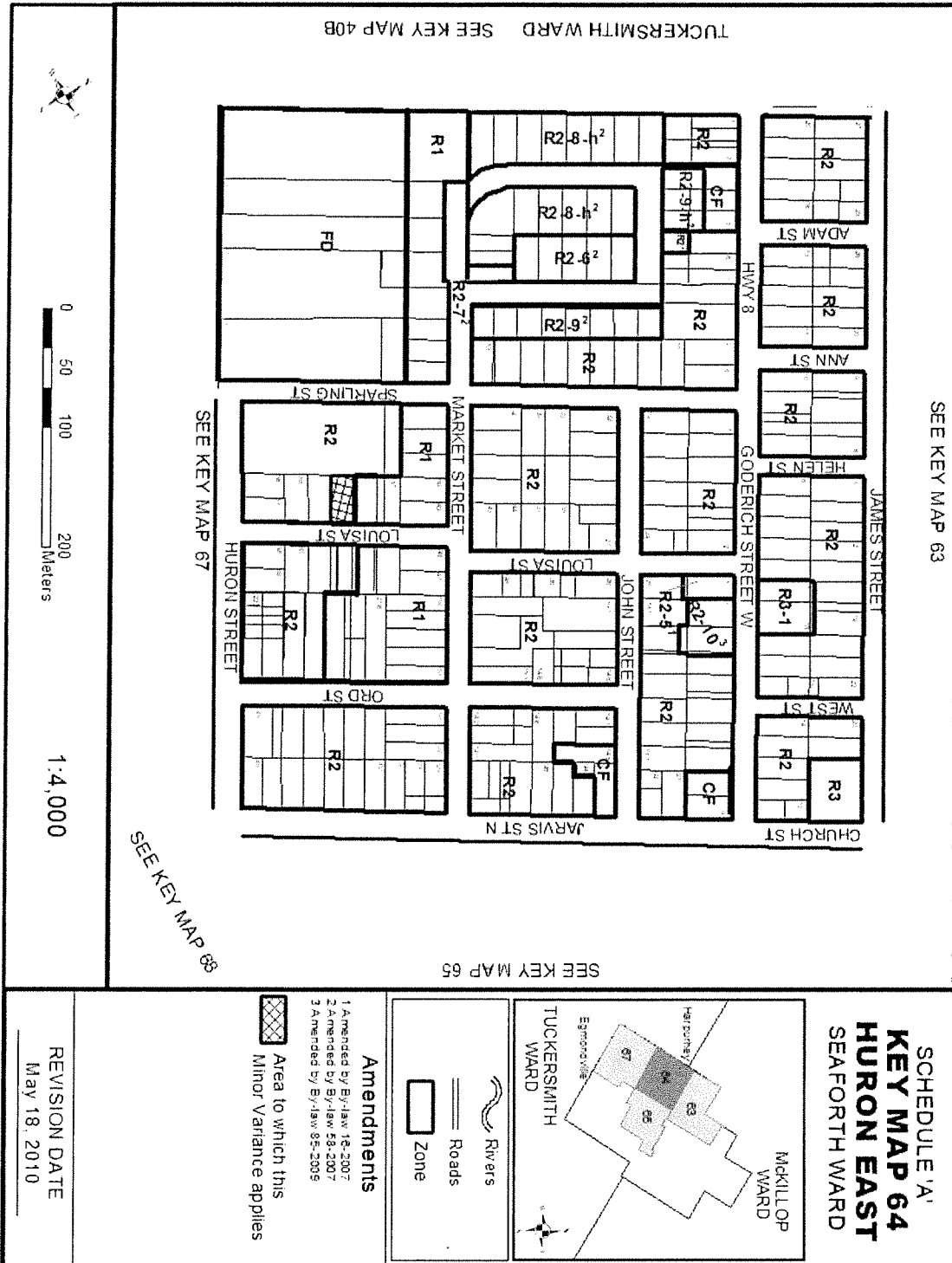
**DATED AT THE MUNICIPALITY OF HURON EAST THIS 2nd DAY OF DECEMBER 2020.**

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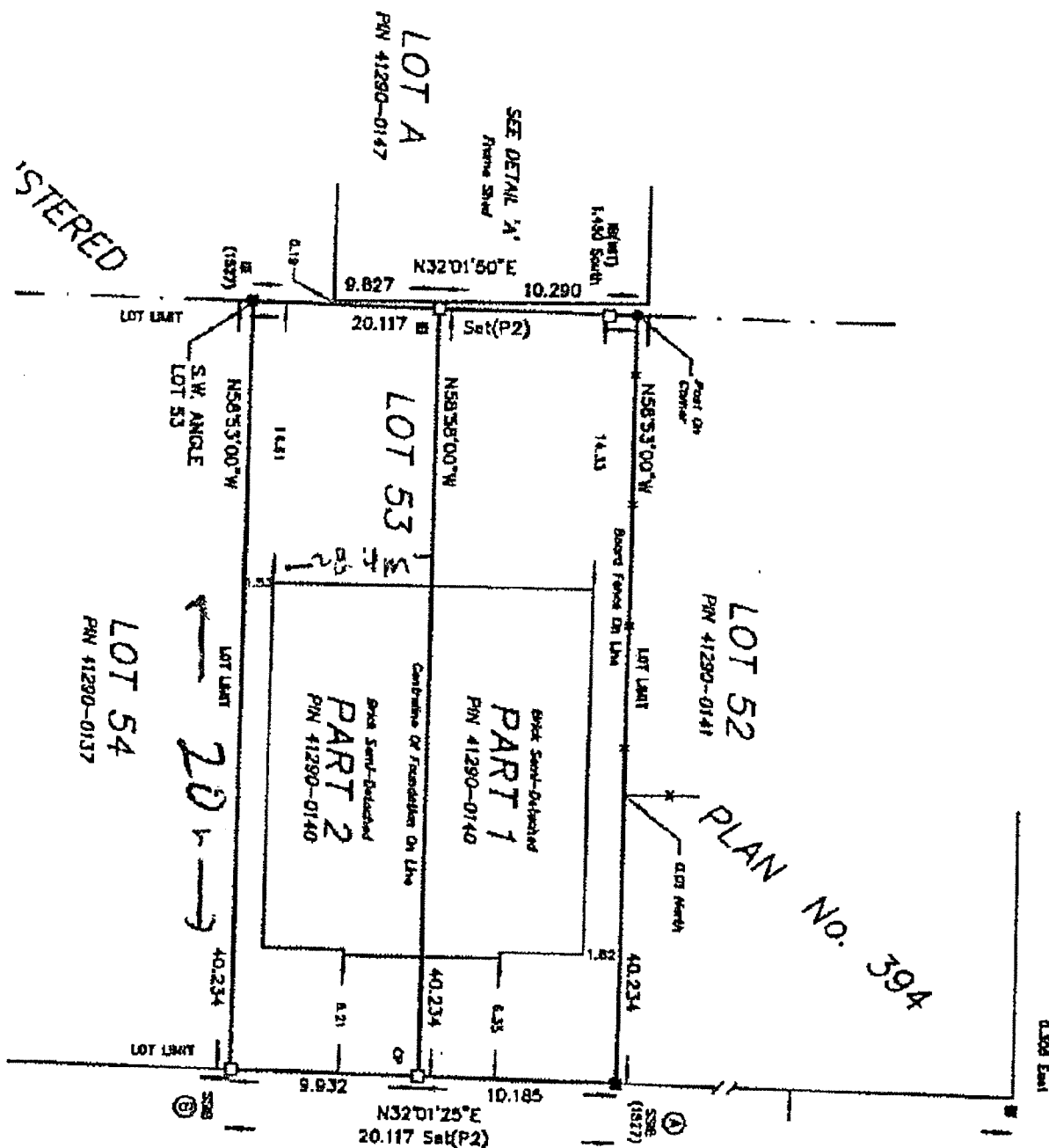
Brad Knight, CAO/Clerk, Municipality of Huron East  
72 Main Street South, PO Box 610, Seaforth, Ontario N0K 1W0  
Phone: 519-527-0160 or Toll Free 1-888-868-7513

**Location of the Minor Variance Application**





MINOR VARIANCE FILE MV06-2020  
ROLL NUMBER: 4040 390 022 00897



LOUISA STREET

REGISTERED PLAN No. 394 - 17.70J WIDE)  
FIN 41290-0090

**17.703 Set(P2)**

To: Municipality of Huron East, Mayor and Members of the Committee of Adjustment  
 From: Laura Simpson and Preethi Anbalagan  
 Date: 10 December 2020  
 Re: **Application for Minor Variance: MV06-20**  
 Plan 394, Lot 53, Seaforth Ward, Municipality of Huron East (59-61 Louisa Street)  
**Applicant/Owner:** Tripod Properties Inc.

#### RECOMMENDATION

It is recommended that minor variance application MV06-20 be **approved** with the following condition:

1. The variance approval is valid for a period of 18 months from the date of the Committee's decision.

#### PURPOSE

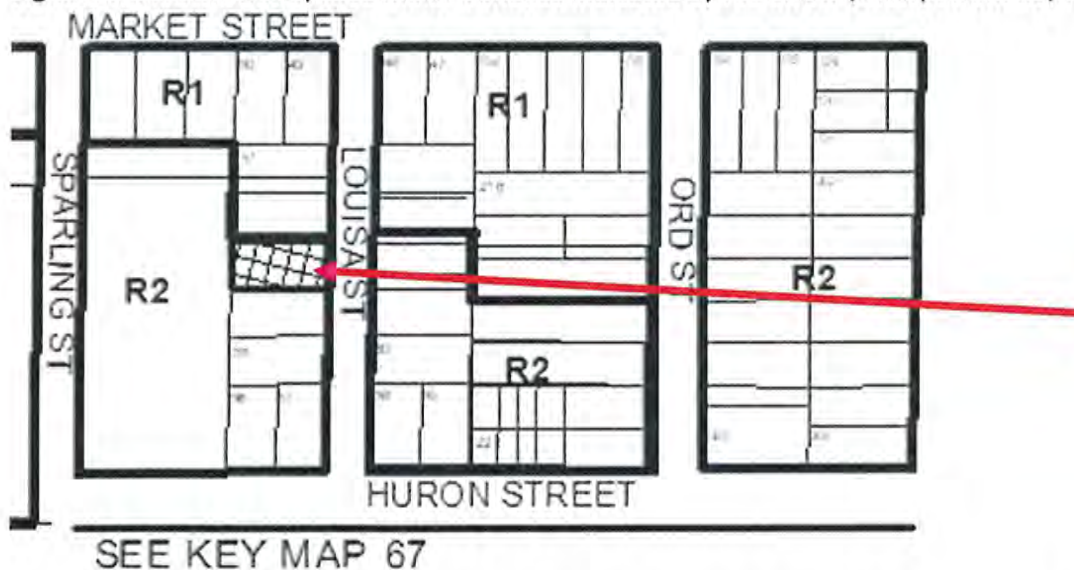
The purpose of this application is to permit a reduced lot frontage for one of the units of the existing semi-detached dwelling on the subject property. The minor variance being requested for this development is:

- To permit a reduced minimum lot frontage of 9.9 metres for one unit (Part 2) of the semi-detached dwelling on the subject property.

#### REVIEW

The subject property is zoned Residential Medium Density (R2) on Key Map 64 of the Huron East Zoning By-law, is 399.6 square metres (.0987 acres) in size, and contains a semi-detached dwelling.

**Figure 1:** Location of Proposed Minor Variance indicated by red arrow (excerpt from Key Map 64)



The applicant is seeking relief from the front lot requirement of 10 metres as per Section 19.5 of the Huron East Zoning By-law. Upon title separation, one of the units of the semi-detached lots will not meet the



minimum front lot requirement, as it will be 9.9 metres. To allow the property to undergo part lot control to split the semi-detached into two separate freehold properties, relief is sought through the minor variance process. Minor variances are required to satisfy four tests under the Planning Act before they can be approved. To be approved the requested variance must be:

- 1) minor,
- 2) desirable for the appropriate development or use of the land, building or structure,
- 3) maintain the general intent and purpose of the zoning by-law, and
- 4) maintain the general intent of the official plan.

**Figure 2:** Aerial photograph of the subject property, vacant in 2015. The existing semi-detached structure was constructed in 2018



The subject lands are designated Residential in the Huron East Official Plan. The proposed relief is accommodating an already built semi-detached dwelling on the subject property. Currently, the building meets the minimum total front lot requirement; however, upon title separation, one of the two units (Part 2) will be 0.068 metres short of the minimum requirement. Since this building is already constructed, permitted, and viewed as a typical use in the residential designation in the Huron East Official Plan, the proposed minor variance is desirable for the appropriate use of the land and building and maintains the general intent of the official plan.

The relief of 0.068 metres from the minimum 10 metre lot frontage requirement is not a significant reduction and the building meets all other provisions outlined in Section 19.5 of the Huron East Zoning By-law. It is my opinion the variance maintains the general intent and purpose of the Huron East Zoning By-law.

The requested variance is considered minor in nature as it does not significantly impact the property or surrounding uses. Ultimately, the variance is to accommodate an already existing semi-detached dwelling and bring each lot into conformity with the Zoning By-law for future title separation

**Figure 3:** Photo of the subject property showing the existing semi-detached dwelling



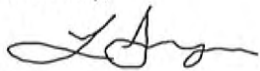
#### **COMMENTS RECEIVED**

No comments were received during the circulation of this application and staff did not have any concerns. Any additional comments received following the writing of this report will be verbally presented to the Committee. We will be in attendance via Zoom for the electronic meeting on December 15<sup>th</sup> 2020 to answer any questions from the Committee and the public.

#### **SUMMARY**

It is my opinion that the variance requested is minor and appropriate and maintain the intent of both the Official Plan and Zoning By-law. It is recommended that application MV06-20 be approved with the condition in this report.

Sincerely,



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Laura Simpson, MCIP RPP  
Planner



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Preethi Anbalagan  
Planning Student

6-22-1



**Municipality of Huron East**  
**Accounts Payable Listing for Council**  
**As of December 10, 2020**

<b>Cheque Number</b>	<b>Date</b>	<b>Vendor Check Name</b>	<b>Invoice Description</b>	<b>Amount Paid</b>
14430	12/8/2020	Brussels Firefighters Association	BFD HOLIDAY EVENT	400.00
14431	12/8/2020	Grey Firefighters Association	GFD HOLIDAY EVENT	400.00
14432	12/8/2020	Seaforth Firefighter's Assoc	SFD HOLIDAY EVENT	400.00
14433	12/10/2020	Minister Of Finance	OPP COSTS - SEPTEMBER	137,161.29
14433	12/10/2020	Minister Of Finance	OPP COSTS - OCTOBER	139,928.00
14434	12/10/2020	Receiver General	PAYROLL DEDUCTIONS - NOV 16-30	25,414.35
14434	12/10/2020	Receiver General	PAYROLL DEDUCTIONS DEC 1-15	35,958.83
14435	12/10/2020	ROBINSON CHEVROLET	PW - L3-21	40,077.74
14436	12/10/2020	BECKY BELFOUR	VRC - REFUND	159.00
14437	12/10/2020	Bell Canada	SCADA PHONE - NOV 2020	125.43
14437	12/10/2020	Bell Canada	SCADA PHONE - FINAL BILL	25.82
14438	12/10/2020	Bell Mobility	MOBILE CHARGES - VARIOUS	1,074.61
14439	12/10/2020	Bloom's and Rooms	EDO - FLOWERS - APPRECIATION	33.90
14439	12/10/2020	Bloom's and Rooms	BIA - CEDAR GARLAND	2,260.00
14439	12/10/2020	Bloom's and Rooms	BIA - CEDAR GARLAND	51.98
14440	12/10/2020	Janet Boot	VRC COMMITTEE MTGS 2020	539.00
14441	12/10/2020	Britespan Building Systems of Ontario Inc	COVERLL - 44264 NEWRY RD 40% DEPOSIT	6,083.47
14441	12/10/2020	Britespan Building Systems of Ontario Inc	COVERALL - 42677 FRONT RD 40% DEPOSIT	6,083.47
14442	12/10/2020	Burchill Truck & Trailer Equip	RDS - R&M T7-04	32.88
14443	12/10/2020	Canadian Rink Services	BMG - ICE PAINTING	2,286.56
14444	12/10/2020	Cantol Corp	VRC - CLEANING SUPPLIES	680.77
14445	12/10/2020	Classic Displays	BIA/PW - POLE MOUNTED ORBS	22,961.60
14446	12/10/2020	The Cotton Harvest Quilt Shop	BIA GC REDEEMED - COTTON HRVST	25.00
14447	12/10/2020	D & D Glass & Mirror	TH - FRONT DOOR THRESHHOLD	254.82
14447	12/10/2020	D & D Glass & Mirror	TDN - DOOR CLOSURE	305.78
14448	12/10/2020	Drainage Superintendents Assoc of Ontario	2021 DSAO MEMBERSHIP	185.00
14449	12/10/2020	Equitable Life of Canada	GROUP BENEFITS - DECEMBER 2020	16,281.80
14450	12/10/2020	Festival Hydro	HYDRO - 40 WELSH GRID ACCOUNT	27.34
14450	12/10/2020	Festival Hydro	MAIN ST - REPAIR STREETLIGHTS	555.00
14451	12/10/2020	FLAGS UNLIMITED	HURON EAST FLAGS	1,859.13
14452	12/10/2020	Food Basics	TDN - GROCERIES	46.94
14452	12/10/2020	Food Basics	TDN - GROCERIES	263.93
14452	12/10/2020	Food Basics	TDN - GROCERIES	214.66
14452	12/10/2020	Food Basics	TDN - GROCERIES	32.67
14452	12/10/2020	Food Basics	TDN - GROCERIES	72.30
14452	12/10/2020	Food Basics	TDN - GROCERIES	35.38
14452	12/10/2020	Food Basics	TDN - GROCERIES	139.14
14452	12/10/2020	Food Basics	TDN - GROCERIES	144.22
14453	12/10/2020	Frank Kling Limited	PW - COARSE SAND	2,454.27
14454	12/10/2020	Frank Kelly & Sons Garage Ltd	RDS - R&M T7-04	750.87
14455	12/10/2020	Goliath Roofing	BMD - 2021 ROOF PROJECT	12,573.51
14456	12/10/2020	GOPHER	VRC - MEDICINE BALLS	431.40
14457	12/10/2020	Harrington McAvan Ltd.	KELLY PIT INVESTIGATIONS	2,275.54

14458	12/10/2020 Patti Hendriks	BIA GC REDEEMED - PRIMITIVE CREEK	100.00
14459	12/10/2020 HSE Integrated Ltd	GFD - DRAEGER O-RINGS	46.92
14460	12/10/2020 Innovative Security Systems	SFD - ANNUAL MONITERING	271.20
14460	12/10/2020 Innovative Security Systems	PW - ANNL MONITERING BRUSSELS	271.20
14460	12/10/2020 Innovative Security Systems	SDCC - ANNUAL MONITERING	271.20
14460	12/10/2020 Innovative Security Systems	TH - ANNUAL MONITERING	271.20
14460	12/10/2020 Innovative Security Systems	BMG- AMMONIA DETECTION SYSTEM	237.30
14461	12/10/2020 Just Direct Promotions	COVID-19 - HE - MASKS	700.54
14462	12/10/2020 Becky Kyle	VRC COMMITTEE MTGS 2020	462.00
14463	12/10/2020 Louise Kool & Galt Ltd	TDN - PROGRAM SUPPLIES	830.78
14464	12/10/2020 Maria's Wok 'n Dine	BID GC REDEEMED - MARIAS	100.00
14465	12/10/2020 McClure, Cathy	VRC - REFUND	283.63
14466	12/10/2020 McDonald Home Hardware Building Centre	DUKE/CENTENNIAL EXTENSION	422.57
14466	12/10/2020 McDonald Home Hardware Building Centre	BMG - TUMBLERS	237.25
14466	12/10/2020 McDonald Home Hardware Building Centre	VRC - FOAM	14.11
14466	12/10/2020 McDonald Home Hardware Building Centre	VRC - R&M BUILDING - TRIM	216.78
14466	12/10/2020 McDonald Home Hardware Building Centre	VRC - R&M BUIDLING	2,134.50
14466	12/10/2020 McDonald Home Hardware Building Centre	PW - SUPPLIES	168.87
14466	12/10/2020 McDonald Home Hardware Building Centre	MAIN ST CONTRUCTION	108.45
14466	12/10/2020 McDonald Home Hardware Building Centre	BRUSSELS XMAS LIGHTS	307.18
14466	12/10/2020 McDonald Home Hardware Building Centre	TH - LIGHT FIXTURE/CAULKING	77.94
14466	12/10/2020 McDonald Home Hardware Building Centre	RDS - SHOP SUPPLIES	95.49
14466	12/10/2020 McDonald Home Hardware Building Centre	RDS- STRAPS	2.47
14466	12/10/2020 McDonald Home Hardware Building Centre	RDS -SUPPLIES	25.59
14466	12/10/2020 McDonald Home Hardware Building Centre	RDS - STRAPS	2.47
14466	12/10/2020 McDonald Home Hardware Building Centre	BMG - POWER DRILL BITS	14.62
14466	12/10/2020 McDonald Home Hardware Building Centre	W/WW - SHOP TOWELS	40.54
14466	12/10/2020 McDonald Home Hardware Building Centre	WALTON LF - KEY FOR LOCK	8.11
14466	12/10/2020 McDonald Home Hardware Building Centre	BLIB - CLEANING SUPPLIES	102.42
14466	12/10/2020 McDonald Home Hardware Building Centre	BMD - SHOVEL/ICE MELTER	105.47
14466	12/10/2020 McDonald Home Hardware Building Centre	SDCC - TRIM	209.59
14466	12/10/2020 McDonald Home Hardware Building Centre	PW - SANITIZER WIPES/BATTERIES	119.05
14466	12/10/2020 McDonald Home Hardware Building Centre	BMD - LUBRICANT	6.20
14466	12/10/2020 McDonald Home Hardware Building Centre	BMD - BATTERIES - SMOKE DETECT	13.55
14467	12/10/2020 Minister of Finance	EHT - NOVEMBER 2020	5,873.27
14468	12/10/2020 Ontario Steel Solutions	MAIN ST - REPAIR LIGHT POST	339.00
14469	12/10/2020 PENCON EQUIPMENT COMPANY	WW - AEON OIL	558.22
14470	12/10/2020 Petty Cash-Cash Drawer	ADMIN - HISTORY BOOKS SHIPPING	37.25
14471	12/10/2020 Purolator Inc.	ADMIN - COURIER COSTS	5.09
14471	12/10/2020 Purolator Inc.	ADMIN - COURIER	19.08
14472	12/10/2020 Radar Auto Parts - Brussels	PW - SUPPLIES	24.08
14472	12/10/2020 Radar Auto Parts - Brussels	PW - SHOP SUPPLIES	75.97
14472	12/10/2020 Radar Auto Parts - Brussels	RDS - W4-10 - TELE MIRROR	14.11
14472	12/10/2020 Radar Auto Parts - Brussels	RDS - R&M L10-09	212.84
14472	12/10/2020 Radar Auto Parts - Brussels	PW - GREY SHOP SUPPLIES	91.54
14472	12/10/2020 Radar Auto Parts - Brussels	PW - SUPPLIES	12.69
14472	12/10/2020 Radar Auto Parts - Brussels	BFD - NSX GLASSES	15.93
14472	12/10/2020 Radar Auto Parts - Brussels	BFD - NYLON STRAPPING	39.55
14472	12/10/2020 Radar Auto Parts - Brussels	RDS - R&M 95 GRADER	7.80
14472	12/10/2020 Radar Auto Parts - Brussels	BMG - SPARK PLUG	3.39
14472	12/10/2020 Radar Auto Parts - Brussels	BFD - GRIP KNOB	3.62
14472	12/10/2020 Radar Auto Parts - Brussels	RDS - SUPPLIES	183.33
14472	12/10/2020 Radar Auto Parts - Brussels	PW - SUPPLIES	51.32
14472	12/10/2020 Radar Auto Parts - Brussels	BFD - AIR PAC	84.75



14472	12/10/2020 Radar Auto Parts - Brussels	BFD - NSX GLASSES	9.56
14472	12/10/2020 Radar Auto Parts - Brussels	BMG - OIL	2.55
14472	12/10/2020 Radar Auto Parts - Brussels	BFD - BLADE FOR CUT OFF SAW	427.14
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - R&M T1-04	170.09
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - SHOP SUPPLIES	87.97
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - HANDCLEANER/T1-04	126.75
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS- R&M T1-04	49.63
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - T2-03 - FUSE	4.97
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - T2-03	209.19
14473	12/10/2020 Radar Auto Parts Inc-Clinton	RDS - R&M T8-09	198.49
14474	12/10/2020 Robert Radford Farm Machinery Repairs	RDS - W1-07 - STARTER	282.50
14474	12/10/2020 Robert Radford Farm Machinery Repairs	RD S- R&M CASE TRACTOR	339.00
14475	12/10/2020 Scholar's Choice	TDN - COTS & ACTIVITY SUPPLIES	1,592.02
14475	12/10/2020 Scholar's Choice	TDN - BLOCKS/WEIGHTED TURTLE	144.62
14476	12/10/2020 Schroeder, Doug	WINTHROP BP- LAWN MAINTENANCE	1,200.00
14477	12/10/2020 Seaforth Animal Hospital	ANML CNTRL - STRAY CAT QUARENT	819.25
14477	12/10/2020 Seaforth Animal Hospital	ANIMAL CONROL - DOG EUTHANASIA	408.21
14477	12/10/2020 Seaforth Animal Hospital	ANIMAL CONTROL - STRAY BOARDING	75.99
14478	12/10/2020 Seaforth Foodland	ADMIN - MEETING SUPPLIES	24.27
14478	12/10/2020 Seaforth Foodland	BIA GC REDEEMED	220.00
14479	12/10/2020 SHRED-IT INTERNATIONAL ULC	ADMIN - SHREDDING	87.76
14479	12/10/2020 SHRED-IT INTERNATIONAL ULC	ADMIN - SHREDDING	1,738.38
14480	12/10/2020 Somers Electric	BMG - EMERGENCY EXIT LIGHT	497.27
14481	12/10/2020 STINSON EQUIPMENT LTD	PW - TRAFFIC CONES - TDN	929.43
14482	12/10/2020 Mark Stone	VRC COMMITTEE MTGS 2020	308.00
14483	12/10/2020 STOP RESTAURANT SUPPLY	BMG - COOLER/UTILITY CART	4,129.52
14484	12/10/2020 Technical Standards & Safety Authority	TH - ELEVATOR LICENSE	105.00
14485	12/10/2020 Terrastory Environmental Consulting Inc.	KELLY PIT - NAT.ENV. REPORT	4,983.30
14486	12/10/2020 Total Image II	BIA GC REDEEMED - TOTAL IMAGE	50.00
14487	12/10/2020 Scott Townsend	VRC COMMITTEE MTGS 2020	462.00
14488	12/10/2020 UPI Energy LP	BIA GC REDEEMED - UPI	25.00
14488	12/10/2020 UPI Energy LP	BIS GC REDEEMED - UPI	25.00
14489	12/10/2020 Van Den Berg, Katrin	TDN - DAYCARE REFUND	194.00
14490	12/10/2020 VanDen Hengel, Marianne	SDCC - REFUND DEPOSIT	200.00
14491	12/10/2020 Waste Management	WASTE REMOVAL - SEAFORTH	3,786.37
14492	12/10/2020 Wintergreen Learning Materials Ltd	TDN - BABY DOLLS SET	123.39
14492	12/10/2020 Wintergreen Learning Materials Ltd	TDN - TABLE	480.75
14492	12/10/2020 Wintergreen Learning Materials Ltd	TDN - PROGRAM SUPPLIES	2,229.10
14493	12/10/2020 Workplace Safety & Ins Board	WSIB - NOVEMBER 2020	8,186.93
14494	12/15/2020 Conseil scolaire Viamonde	FINAL TAX PAYEMNT 2020	1,198.62
<b>Total Cheques for Approval</b>			<b>513,131.44</b>

DIRECT DEBIT	11/2/2020 Bell Canada	PHONE - SEAFORTH OPP	121.36
DIRECT DEBIT	11/2/2020 Bell Canada	PHONE - SFD OFFICE	116.64
DIRECT DEBIT	11/2/2020 Bell Canada	PHONE - SDCC	60.51
DIRECT DEBIT	11/2/2020 Bell Canada	FAX LINE- SDCC	44.22
DIRECT DEBIT	11/9/2020 Bell Canada	PHONE - MCKILLOP SHOP	55.52
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - GREY SHED	80.86
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - GREY TOWNSHIP OFFICE	59.79
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - BFD	148.96
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - GFD	121.78
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - BRUSSELS SHED	73.35
DIRECT DEBIT	11/25/2020 Bell Canada	PHONE - BRUSSELS OPP	67.64

DIRECT DEBIT	11/30/2020 Municipality of Bluewater	QUARTERLY TAXES	803.00
DIRECT DEBIT	11/20/2020 Municipality Of Central Huron	VANASTRA WATER	11,982.60
DIRECT DEBIT	11/2/2020 Eastlink	PHONE/INTERNET/CABLE - VRC/TDN	160.47
DIRECT DEBIT	11/24/2020 Eastlink	PHONE - TDN	35.63
DIRECT DEBIT	11/10/2020 Edward Fuels (A Division of McDougall Energy Inc.)	FUEL - PW	3,291.51
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - BMG	6,539.53
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BFD	151.81
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BRUSSELS SHOP	46.62
DIRECT DEBIT	11/16/2020 Festival Hydro	HYDRO - BMG POLE	59.45
DIRECT DEBIT	11/16/2020 Festival Hydro	HYDRO - BMG POOL	58.92
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BLIB	147.68
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - 35 WELSH GRID ACCOUNT	29.23
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - 35 OAK GRID ACCOUNT	27.21
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - 66 CHURCH ST WELL	2,632.55
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BANDSHELL	27.24
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - 30 WELSH WELL	228.31
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - 240 TURNBERRY WELL	80.86
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - SEAFORTH WATER TOWER	401.57
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - 40 WELSH WELL	3,865.41
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - SENTINAL LIGHTS	22.26
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BRUSSELS OPTIMIST PARK	27.86
DIRECT DEBIT	11/16/2020 Festival Hydro	HYDRO - BMG PARK LIGHTS	111.32
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - BRUSSELS STREETLIGHTS	801.39
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - TH REAR	75.40
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - C4TH PUMPING STATION	901.48
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BRUSSELS STP	2,840.34
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BRUSSELS PUMP STATION	359.13
DIRECT DEBIT	11/16/2020 Festival Hydro	HYDRO - SDCC	5,069.94
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - TENNIS COURT	38.78
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BBCC GRID ACCOUNT	27.21
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - SEAFORTH STREETLIGHTS	1,673.15
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - FHT	1,299.54
DIRECT DEBIT	11/12/2020 Festival Hydro	HYDRO - TUCKERSMITH LIGHTS	13.24
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BMD	330.30
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - SFD	135.99
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - SLIB	186.14
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - SEAFORTH OPP	105.73
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - BRSLs WTP - HEAT CABLE	28.42
DIRECT DEBIT	11/30/2020 Festival Hydro	HYDRO - TH	820.52
DIRECT DEBIT	11/16/2020 Great-West Life Assurance Co	GROUP INSURANCE - SFD	260.76
DIRECT DEBIT	11/20/2020 Hensall District Co-op	FUEL/PROPANE - VARIOUS`	11,332.48
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - STREETLIGHTS	18.24
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - STREETLIGHTS	434.44
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - STREETLIGHTS	309.94
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - CRES DRIVE STREETLIGHT	8.54
DIRECT DEBIT	11/30/2020 Hydro One Networks Inc	HYDRO - GFD	73.61
DIRECT DEBIT	11/30/2020 Hydro One Networks Inc	HYDRO - BCEM	34.92
DIRECT DEBIT	11/2/2020 Hydro One Networks Inc	HYDRO - VANASTRA STP	2,579.75
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - VANASTRA WATER	876.22
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - VRC	1,806.34
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - VRC BALL PARK	28.96
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - VRC FOOD BOOTH	28.96
DIRECT DEBIT	11/5/2020 Hydro One Networks Inc	HYDRO - VRC MICROFIT GENERATOR	6.10
DIRECT DEBIT	11/25/2020 Hydro One Networks Inc	HYDRO - BRUCEFIELD WTP	750.59



DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - GFD	76.49
DIRECT DEBIT	11/10/2020 Hydro One Networks Inc	HYDRO - STREETLIGHT	612.27
DIRECT DEBIT	11/3/2020 Hydro One Networks Inc	HYDRO - GREY GARAGE	225.10
DIRECT DEBIT	11/23/2020 Hydro One Networks Inc	HYDRO - TUCKERSMITH SHED	157.35
DIRECT DEBIT	11/18/2020 Hydro One Networks Inc	HYDRO - MCKILLOP SHED	132.07
DIRECT DEBIT	11/18/2020 Hydro One Networks Inc	HYDRO - MCKILLOP OFFICE	171.13
DIRECT DEBIT	11/30/2020 Municipality of Morris-Turnberry	QUARTERLY TAXES	73.00
DIRECT DEBIT	11/27/2020 Telizon Inc	LONG DISTANCE CHARGES - VARIOUS	2.96
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	PHONE/INTERNET - TH/SFD/BFD	428.22
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	INTERNET - SDCC	155.94
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	INTERNET - BRUSSELS OPP	73.45
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	INTERNET/PHONE- TUCK/GREY SHOP	109.56
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	PHONE- C4TH/BRUCEFIELD	310.75
DIRECT DEBIT	11/23/2020 Tuckersmith Comm Co-Op	INTERNET /PHONE - BMG	106.40
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BMG	346.64
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - SDCC	994.77
DIRECT DEBIT	11/12/2020 Union Gas	HEAT - VRC	1,023.48
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BMG POOL	131.35
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BMD	40.24
DIRECT DEBIT	11/19/2020 Union Gas	HEAT - TUCKERSMITH SHED	227.44
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BRUSSELS SHED	53.17
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - FHT	275.87
DIRECT DEBIT	11/19/2020 Union Gas	HEAT - SFD	268.30
DIRECT DEBIT	11/19/2020 Union Gas	HEAT - SLIB	112.87
DIRECT DEBIT	11/19/2020 Union Gas	HEAT - TH	202.92
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BLIB	102.26
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - SEAFORTH WTP - 30 WELSH	25.42
DIRECT DEBIT	11/5/2020 Union Gas	HEAT - BFD	79.46
DIRECT DEBIT	11/23/2020 Waste Management	WASTE RMVL - C4TH/TUCK/BRSSLS	29,058.98
DIRECT DEBIT	11/23/2020 Waste Management	WASTE REMOVAL - TUCKERSMITH	1,085.87
DIRECT DEBIT	11/23/2020 Waste Management	WASTE REMOVAL - BMG	329.56
DIRECT DEBIT	11/9/2020 Kincardine Cable	GFD - INTERNET	41.75
DIRECT DEBIT	11/9/2020 CIBC Visa	CANA011 00000000000046014	314.80
DIRECT DEBIT	11/9/2020 CIBC Visa	CANA011 00000000000046023	59.87
DIRECT DEBIT	11/9/2020 CIBC Visa	LOGM001 00000000000046027	29.38
DIRECT DEBIT	11/9/2020 CIBC Visa	SEAF023 00000000000046021	467.21
DIRECT DEBIT	11/9/2020 CIBC Visa	SPOR002 00000000000046020	11.29
DIRECT DEBIT	12/8/2020 CIBC Visa	WALM002 00000000000047127	430.02
DIRECT DEBIT	12/8/2020 CIBC Visa	MINI013 00000000000047092	2,349.00
DIRECT DEBIT	12/8/2020 CIBC Visa	LOGM001 00000000000047115	29.38
DIRECT DEBIT	12/8/2020 CIBC Visa	AMAZ001 00000000000047117	9.03
DIRECT DEBIT	12/8/2020 CIBC Visa	VIME001 00000000000047119	101.00
DIRECT DEBIT	12/8/2020 CIBC Visa	VIME001 00000000000047121	187.55
DIRECT DEBIT	12/8/2020 CIBC Visa	ECON001 00000000000047123	282.50
DIRECT DEBIT	12/8/2020 CIBC Visa	MARK003 00000000000047125	67.79
DIRECT DEBIT	12/8/2020 CIBC Visa	ECON001 00000000000047105	90.40
DIRECT DEBIT	12/8/2020 CIBC Visa	MINI014 00000000000047107	3,800.00
DIRECT DEBIT	12/8/2020 CIBC Visa	AMAZ001 00000000000047109	197.74
DIRECT DEBIT	12/8/2020 CIBC Visa	AMAZ001 00000000000047111	155.14
DIRECT DEBIT	12/8/2020 CIBC Visa	ADOB001 00000000000047113	22.78
DIRECT DEBIT	12/8/2020 CIBC Visa	EVEN001 00000000000047093	91.07
DIRECT DEBIT	12/8/2020 CIBC Visa	MUNI002 00000000000047095	123.17
DIRECT DEBIT	12/8/2020 CIBC Visa	ZOOM001 00000000000047097	180.80
DIRECT DEBIT	12/8/2020 CIBC Visa	MINI013 00000000000047099	5,152.75

DIRECT DEBIT	12/8/2020 CIBC Visa	AMAZ001 00000000000047101	68.61
DIRECT DEBIT	12/8/2020 CIBC Visa	ECON001 00000000000047103	90.40
DIRECT DEBIT	12/8/2020 CIBC Visa	NEW0001 00000000000047082	19.20
DIRECT DEBIT	12/8/2020 CIBC Visa	BLUE010 00000000000047084	50.82
DIRECT DEBIT	12/8/2020 CIBC Visa	WALM002 00000000000047086	30.40
DIRECT DEBIT	12/8/2020 CIBC Visa	MAHQ002 00000000000047088	116.00
DIRECT DEBIT	12/8/2020 CIBC Visa	MINI013 00000000000047090	4,482.75

**Total Direct Debits for Approval      120,984.11**

EFT000000002807	11/27/2020 Devereaux Murray	ADMIN - IO DEBENTURE	310.75
EFT000000002808	12/16/2020 Maureen Agar	BIA - XMAS DECORATIONS	80.20
EFT000000002808	12/16/2020 Maureen Agar	BIA - XMAS GIFT BASKETS	236.44
EFT000000002809	12/16/2020 Ago Industries Inc	RDS - CLOTHING ALLOWANCE	70.86
EFT000000002809	12/16/2020 Ago Industries Inc	PW - CLOTHING EXPENSE	100.12
EFT000000002810	12/16/2020 A. J. Stone Company Ltd	BFD - GLOVES	497.06
EFT000000002811	12/16/2020 Artech Signs & Graphics	SFD - DECAL '733 CHEIF'	28.25
EFT000000002811	12/16/2020 Artech Signs & Graphics	RDS - HE LOGO VINYL - L3-21	71.19
EFT000000002811	12/16/2020 Artech Signs & Graphics	MAIN ST RECONSTRUCTION SIGNS	467.82
EFT000000002811	12/16/2020 Artech Signs & Graphics	MAIN ST RECONSTRUCTION SIGNS	97.18
EFT000000002811	12/16/2020 Artech Signs & Graphics	PW - TC64 SIGNS RD 183	395.50
EFT000000002811	12/16/2020 Artech Signs & Graphics	BRUSSELS TRUST - WELCOME SIGN	392.11
EFT000000002812	12/16/2020 Art's Landscaping	PW - ASPHALT-BRSSLS ROAD CUTS	3,302.09
EFT000000002813	12/16/2020 Bayshore Broadcasting Corp	BIA - ADS C4TH MARKET/XMAS	216.96
EFT000000002813	12/16/2020 Bayshore Broadcasting Corp	EDO - ADS - COMMUNITY MARKET	216.96
EFT000000002814	12/16/2020 Bilcke Electric	WW - VANAstra - R&M PUMP	192.10
EFT000000002815	12/16/2020 Black & McDonald Limited	BMG - R&M COMPRESSOR	2,793.42
EFT000000002815	12/16/2020 Black & McDonald Limited	BMG - R&M CONDENSER	1,806.87
EFT000000002815	12/16/2020 Black & McDonald Limited	BMG - R&M EQUIPMENT	880.50
EFT000000002816	12/16/2020 Blackburn Radio Inc	BIA - DIGGIN MAIN ADS	305.10
EFT000000002816	12/16/2020 Blackburn Radio Inc	BIA - DIGGIN MAIN ADS	427.14
EFT000000002817	12/16/2020 Bluewater Recycling Association-MARS	BRUSSELS BAG TAGS	666.70
EFT000000002817	12/16/2020 Bluewater Recycling Association-MARS	SEAFORTH BAG TAGS	1,333.40
EFT000000002817	12/16/2020 Bluewater Recycling Association-MARS	VANAstra BAG TAGS	333.35
EFT000000002817	12/16/2020 Bluewater Recycling Association-MARS	DECEMBER AUTOMATED	3,974.88
EFT000000002818	12/16/2020 Municipality of Bluewater	BRUCEFIELD FIRE CALL	400.00
EFT000000002819	12/16/2020 B M Ross & Associates Limited	CONNECTING LINK (HWY8) PROJECT	3,193.27
EFT000000002819	12/16/2020 B M Ross & Associates Limited	DUKE ST EXTENSION	9,187.70
EFT000000002819	12/16/2020 B M Ross & Associates Limited	CONNECTING LINK (HWY 8)	8,484.61
EFT000000002819	12/16/2020 B M Ross & Associates Limited	BRIDGE INSPECTIONS SUMMARY REP	4,538.65
EFT000000002819	12/16/2020 B M Ross & Associates Limited	STRUCTURE T13 - KINBURN LINE	1,682.92
EFT000000002820	12/16/2020 Brussels Agri Services Ltd.	GUILD RAIL ROMAN	633.55
EFT000000002821	12/16/2020 Carson Supply	W/WW - PARTS INVENTORY	429.26
EFT000000002822	12/16/2020 Cedar Signs	PW - SAFE PACE SPEED RADAR	6,983.83
EFT000000002822	12/16/2020 Cedar Signs	MAIN ST CONSTRUCTION - SIGNS	897.32
EFT000000002823	12/16/2020 Cochrane's Repairs	RDS - R&M L10-09	2,736.73
EFT000000002824	12/16/2020 Coco Paving Inc	PW - COLD MIX	1,836.45
EFT000000002825	12/16/2020 Comco Fasteners	RDS - SHOP SUPPLIES	82.04
EFT000000002826	12/16/2020 ContinulT Corp	ADMIN - NETWORK SUPPORT	1,084.80
EFT000000002826	12/16/2020 ContinulT Corp	ADMIN - EMAIL EXCHANGE	237.07
EFT000000002827	12/16/2020 Dale Pump & Farm Service Ltd	RDS - R&M W2-18	30.08
EFT000000002828	12/16/2020 Dalrymple Craig	PW - CLOTHING ALLOWANCE	200.00
EFT000000002829	12/16/2020 Delta Power Equipment	RDS - R&M W4-10	395.03
EFT000000002829	12/16/2020 Delta Power Equipment	RDS - R&M W4-10	411.60

EFT000000002830	12/16/2020 Jutzi Water Technologies	BMG - MONTHLY SERVICES	271.20
EFT000000002831	12/16/2020 Brad Dietrich	CBO - MILEAGE NOVEMBER 2020	1,681.20
EFT000000002832	12/16/2020 Extra Pair of Hands - Charlene Dietrich-Illsley	BMD - CLEANING OCTOBER 2020	220.00
EFT000000002833	12/16/2020 Donnelly & Murphy Barristers & Solicitors	PLANT PARADISE DISCUSSION	226.00
EFT000000002833	12/16/2020 Donnelly & Murphy Barristers & Solicitors	BAKOS LPAT HEARING	3,152.70
EFT000000002834	12/16/2020 Edward Fuels (A Division of McDougall Energy Inc.)	PW - OIL - SOUTH PATROL	215.71
EFT000000002835	12/16/2020 Cathy Elliott	MARRIAGE SERVICE - NOV 14	300.00
EFT000000002836	12/16/2020 Eric Cox Sanitation Equipment & Supplies	SDCC - CLEANING SUPPLIES/COVID	540.08
EFT000000002836	12/16/2020 Eric Cox Sanitation Equipment & Supplies	BMG - DISINFECTANT WIPES	257.64
EFT000000002836	12/16/2020 Eric Cox Sanitation Equipment & Supplies	SDCC - ELECTROSTATIC CLEANER	2,376.39
EFT000000002836	12/16/2020 Eric Cox Sanitation Equipment & Supplies	SDCC - FLOOR PADS	103.96
EFT000000002837	12/16/2020 EXCEL BUSINESS SYSTEMS	ADMIN - TONER	233.91
EFT000000002837	12/16/2020 EXCEL BUSINESS SYSTEMS	ADMIN - COPIER COSTS	223.14
EFT000000002837	12/16/2020 EXCEL BUSINESS SYSTEMS	PW - COPIER CONTRACT DEC - NOV	336.74
EFT000000002838	12/16/2020 Fairholme Dairy Ltd - Evans Wholesale	TDN - MILK/YOGURT/CHEESE	274.89
EFT000000002839	12/16/2020 GABEL ELECTRIC	BFD - PLUMBING - MAIN SHUTOFF	2,686.58
EFT000000002839	12/16/2020 GABEL ELECTRIC	BMG - LEAK TO COMPRESSORS	99.10
EFT000000002840	12/16/2020 Georgian Bay Fire & Safety Ltd	VRC - FIRE EXT INSPECTIONS	164.98
EFT000000002841	12/16/2020 GM BluePlan Engineering Limited	KNOX MUNICIPAL DRAIN	2,804.39
EFT000000002841	12/16/2020 GM BluePlan Engineering Limited	BAILLIE MUNICIPAL DRAIN	571.26
EFT000000002842	12/16/2020 Harris Time Inc	BMG - CONTROL PANEL TIME CLOCK	475.73
EFT000000002843	12/16/2020 HAWKTREE SOLUTIONS	VRC - PROGRAM SUPPLIES	199.95
EFT000000002844	12/16/2020 Jan Hawley	EDO - MILEAGE/MEETING EXP	135.54
EFT000000002845	12/16/2020 John Hill	BLDG/PROP - MIELAGE -NOV 2020	711.77
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	VRC - JANITORIAL SUPPLIES	158.32
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	FHT - CLEANING SUPPLIES	231.98
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	FHT - SANITIZING WIPES	109.97
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	VRC - JANITORIAL EXPENSE	106.08
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	VRC - JANITORIAL EXPENSE	395.42
EFT000000002846	12/16/2020 H.O. Jerry (1983) Ltd.	VRC - JANITOARIL SUPPLIES	410.00
EFT000000002847	12/16/2020 Hollandia Gardens Limited	VRC - POOL SUPPLIES	900.28
EFT000000002847	12/16/2020 Hollandia Gardens Limited	VRC - POOL SUPPLIES	17.18
EFT000000002848	12/16/2020 Huronia Welding & Industrial	RDS - SUPPLIES	68.00
EFT000000002848	12/16/2020 Huronia Welding & Industrial	BMG - ARGON	79.00
EFT000000002849	12/16/2020 Ideal Supply Inc	W/WW - GLOVES	125.41
EFT000000002849	12/16/2020 Ideal Supply Inc	W/WW - BATTERIES FOR RADIOS	14.37
EFT000000002849	12/16/2020 Ideal Supply Inc	SDCC - BACKUP LAMP	49.14
EFT000000002849	12/16/2020 Ideal Supply Inc	W/WW - LOCATOR SUPPLIES	30.92
EFT000000002849	12/16/2020 Ideal Supply Inc	W - VAN - BATTERY - EMERG LIGHT	42.92
EFT000000002850	12/16/2020 Jade Equipment Co Ltd	RDS - R&M G3-95	1,078.13
EFT000000002850	12/16/2020 Jade Equipment Co Ltd	PW - EQUIPMENT RENTAL	5,876.00
EFT000000002851	12/16/2020 Keppel Creek	BYLAW ENFORCEMENT NOVEMBER	2,047.68
EFT000000002852	12/16/2020 Brad Knight	ADMIN - MTG EXP/MILEAGE/GIFTS	2,750.34
EFT000000002853	12/16/2020 Lightning Equipment Sales Inc	RDS - L9-13 - FLASHER ARM	145.77
EFT000000002854	12/16/2020 L MCGRATH PLUMBING & HEATING INC	SFD - BOILER SERVICE	84.75
EFT000000002855	12/16/2020 Tammy Martene	TDN - WIPES	113.00
EFT000000002856	12/16/2020 McGavin Farm Equipment Ltd.	PW - PRESSURE WASHER	7,994.75
EFT000000002856	12/16/2020 McGavin Farm Equipment Ltd.	BMG - R&M EQUIPMENT	120.80
EFT000000002857	12/16/2020 Helen McNaughton	TH - CLEANING NOVEMBER 2020	879.60
EFT000000002858	12/16/2020 M G M Townsend Tire	RDS - R&M L7-10	1,035.08
EFT000000002859	12/16/2020 MICROAGE BASICS	ADMIN - OFFICE SUPPLIES	237.54
EFT000000002860	12/16/2020 M & L Supply	BFD - TOOLS/EQUIPMENT	460.03
EFT000000002860	12/16/2020 M & L Supply	GFD - HOSES	3,401.98
EFT000000002861	12/16/2020 Nesbitt Construction Inc	PW - PLASTIC GRATE	15.81

EFT000000002862	12/16/2020 NORTH HURON PUBLISHING INC	HEFD - ADVERTISING	113.00
EFT000000002862	12/16/2020 NORTH HURON PUBLISHING INC	BIA - ADVERTISING -SHOP LOCAL	99.32
EFT000000002862	12/16/2020 NORTH HURON PUBLISHING INC	ADMIN - ADS - TAXES/REMEMBRANCE	93.56
EFT000000002863	12/16/2020 Omega Contractors Inc.	DUKE STREET EXTENSION	196,186.35
EFT000000002863	12/16/2020 Omega Contractors Inc.	DUKE ST EXTENSION	7,360.88
EFT000000002864	12/16/2020 OMI Canada Inc	W/WW - DECEMBER	62,389.06
EFT000000002865	12/16/2020 OnePromo.ca	EDO - BANNER ARMS - C4TH DWNTW	1,119.83
EFT000000002866	12/16/2020 Ontario One Call	W/WW - NOVEMBER SERVICES	87.78
EFT000000002867	12/16/2020 Eric Oosterbosch	SDCC - CLOTHING ALLOWANCE	25.68
EFT000000002868	12/16/2020 Orkin Canada Corporation	FHT - PEST CONTROL	70.60
EFT000000002868	12/16/2020 Orkin Canada Corporation	SDCC - PEST CONTROL	89.27
EFT000000002869	12/16/2020 Pete's Paper Clip	CBO - OFFICE SUPPLIES	22.96
EFT000000002869	12/16/2020 Pete's Paper Clip	PW - PLANNERS/DESK CALENDARS	145.60
EFT000000002869	12/16/2020 Pete's Paper Clip	SFDF - OFFICE SUPPLIES	74.73
EFT000000002869	12/16/2020 Pete's Paper Clip	CBO - PLANNER REFILL	57.17
EFT000000002869	12/16/2020 Pete's Paper Clip	TDN - WHITEOUT	12.98
EFT000000002869	12/16/2020 Pete's Paper Clip	TDN - RECEIPT BOOK/FILE BOXES	34.96
EFT000000002869	12/16/2020 Pete's Paper Clip	TDN - HANGING FILES/TABS	68.61
EFT000000002869	12/16/2020 Pete's Paper Clip	ADMIN - CARDS	2.26
EFT000000002869	12/16/2020 Pete's Paper Clip	ADMIN O OFFICE SUPPLIES	11.57
EFT000000002869	12/16/2020 Pete's Paper Clip	ADMIN - OFFICE SUPPLIES	9.79
EFT000000002869	12/16/2020 Pete's Paper Clip	PW - TRUCK TAGS - GRAVEL PIT	74.56
EFT000000002870	12/16/2020 Postmedia Network Inc.	ADMIN - ADVERTISING - TAXES	55.48
EFT000000002871	12/16/2020 Precision Print Inc	EDO - INV. PROMO PKG - HE	1,333.40
EFT000000002871	12/16/2020 Precision Print Inc	EDO - THANK YOU CARDS	129.95
EFT000000002871	12/16/2020 Precision Print Inc	ADMIN - HOLIDAY CARDS	98.88
EFT000000002871	12/16/2020 Precision Print Inc	EDO - BRSLs WALKING TRAIL BROc	778.01
EFT000000002872	12/16/2020 The Public Sector Digest	AMP RISK FRAMEWORK - #6	5,311.00
EFT000000002873	12/16/2020 QMI-SAI Canada Limited	DWQM - STANDARD V2	3,142.76
EFT000000002874	12/16/2020 Rathwell Gravel Inc	PW - HIGHWAY SAND	2,160.58
EFT000000002875	12/16/2020 RCAP Leasing Inc	SDCC - FLOOR SCRUBBER RENTAL	295.47
EFT000000002876	12/16/2020 Resurfice Corp	BMG - BLADE SHARPENING	102.55
EFT000000002876	12/16/2020 Resurfice Corp	BMG - R&M EQUIPMENT	2,267.42
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	HANEY DRANIAGE WORKS	3,514.03
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	GEIGER MUNICIPAL DRAIN	9,740.45
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	BRSSLs WWTP FILTER/UV UPGRADE	6,768.02
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	HE DRAINAGE SUPERINTENDENT	4,592.89
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	HE DRAINAGE SUPERINTENDENT	7,507.27
EFT000000002877	12/16/2020 R J Burnside & Associates Ltd	CHARTERS MUNICIPAL DRAIN	1,647.31
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	14.39
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - TOOLS	31.59
EFT000000002878	12/16/2020 Rona Inc	TH - ROPE	9.01
EFT000000002878	12/16/2020 Rona Inc	MAIN ST CONSTRUCTION	29.32
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	697.60
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	67.81
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - TOOLS	19.31
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	101.61
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	107.34
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	147.23
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - TROWEL	30.05
EFT000000002878	12/16/2020 Rona Inc	BCEM - GROUT	25.44
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	85.20
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP-TAPE MEASURE	53.13
EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	25.44

EFT000000002878	12/16/2020 Rona Inc	FHT - R&M BUILDING	105.79
EFT000000002878	12/16/2020 Rona Inc	SEAFORTH NORTH SIGN	60.09
EFT000000002878	12/16/2020 Rona Inc	SEAFORTH NORTH SIGN	43.15
EFT000000002878	12/16/2020 Rona Inc	BCEM - INSULATION/ANCHORS	111.79
EFT000000002878	12/16/2020 Rona Inc	TH - PAGING	15.88
EFT000000002878	12/16/2020 Rona Inc	SLIB - SEALANT	8.26
EFT000000002878	12/16/2020 Rona Inc	TH - PAINT	20.11
EFT000000002878	12/16/2020 Rona Inc	VRC - R&M BUILDING	250.07
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - SCREWDRIVER	6.76
EFT000000002878	12/16/2020 Rona Inc	VRC - REPAIR TOILET	41.28
EFT000000002878	12/16/2020 Rona Inc	VRC - PIPE STRAP	4.79
EFT000000002878	12/16/2020 Rona Inc	SEAFORTH NORTH SIGN	12.86
EFT000000002878	12/16/2020 Rona Inc	BCEM - PAINT	27.42
EFT000000002878	12/16/2020 Rona Inc	TH - RED SHED	318.68
EFT000000002878	12/16/2020 Rona Inc	TH - RED SHED	273.08
EFT000000002878	12/16/2020 Rona Inc	TH - RED SHED	49.57
EFT000000002878	12/16/2020 Rona Inc	TH - RED SHED	16.27
EFT000000002878	12/16/2020 Rona Inc	TH - RED SHED	106.06
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - CAULKING GUN	30.05
EFT000000002878	12/16/2020 Rona Inc	RDS - SEALANT	9.98
EFT000000002878	12/16/2020 Rona Inc	SDCC - R&M BUILDING	8.05
EFT000000002878	12/16/2020 Rona Inc	BLDG/PROP - JIGSAW BLADE	41.62
EFT000000002878	12/16/2020 Rona Inc	RC - R&M BUILDING	13.19
EFT000000002879	12/16/2020 Ryan Enterprises Truck Repair	RDS - R&M G1-07	449.91
EFT000000002880	12/16/2020 Schmidt's Power Equipment	PW - CONCRETE SAW	67.18
EFT000000002881	12/16/2020 Seaforth Jewellers	BIA GC REDEEMED - C4TH JEWELLERS	25.00
EFT000000002882	12/16/2020 Seaforth Plumbing & Heating	FHT - REPLACE WATER HEATER	165.80
EFT000000002882	12/16/2020 Seaforth Plumbing & Heating	TH - SERVICE ROOF TOP UNIT	325.72
EFT000000002882	12/16/2020 Seaforth Plumbing & Heating	TDN - TOILET/FAUCET REPAIR	324.54
EFT000000002882	12/16/2020 Seaforth Plumbing & Heating	SDCC - FILTERS/BELT - HEATING	437.31
EFT000000002882	12/16/2020 Seaforth Plumbing & Heating	VRC - NEW FURNACE	3,955.00
EFT000000002883	12/16/2020 SILLS HOME HARDWARE	SDCC - PADLOCK	54.23
EFT000000002883	12/16/2020 SILLS HOME HARDWARE	VRC - R&M BATHROOM DRAIN	35.00
EFT000000002883	12/16/2020 SILLS HOME HARDWARE	FHT - CLEANING SUPPLIES	97.04
EFT000000002883	12/16/2020 SILLS HOME HARDWARE	PW/TH/BIA/DO/W - SUPPLIES	676.18
EFT000000002883	12/16/2020 SILLS HOME HARDWARE	SFD - TOOL BOX/HOOKS/BATTERIES	191.17
EFT000000002884	12/16/2020 SJ Fritzley Auto Repair	RDS - R&M L9-13	33.90
EFT000000002885	12/16/2020 Sparling's Propane	HEAT - GREY GARAGE	756.12
EFT000000002886	12/16/2020 Stonetown Supply Services Inc	SDCC - SOFTENER SALT/COVID	291.71
EFT000000002886	12/16/2020 Stonetown Supply Services Inc	VRC - PAPER TOWELS	123.69
EFT000000002887	12/16/2020 Frank Stretton	BMD - LAWN CUTTING	980.00
EFT000000002888	12/16/2020 Swan Dust Control Ltd	TH - MAT SERVICE	84.75
EFT000000002888	12/16/2020 Swan Dust Control Ltd	FHT - MAT SERVICE	87.58
EFT000000002888	12/16/2020 Swan Dust Control Ltd	FHT - MAT SERVICE	87.58
EFT000000002888	12/16/2020 Swan Dust Control Ltd	TH - MAT SERVICE	84.75
EFT000000002888	12/16/2020 Swan Dust Control Ltd	SDCC - MAT SERVICE	101.24
EFT000000002889	12/16/2020 Sysco - Southwestern Ontario	TDN - CRACKERS	98.38
EFT000000002889	12/16/2020 Sysco - Southwestern Ontario	TDN - GROCERIES	429.42
EFT000000002890	12/16/2020 Toromont - CAT	RDS - R&M G4	384.20
EFT000000002891	12/16/2020 Viking Cives Ltd	RDS - R&M T5-94	351.01
EFT000000002892	12/16/2020 Nancy Whidden	TDN - GROCERIES	33.97
EFT000000002893	12/16/2020 WHITES WEARPARTS LTD	PW - BLADES	1,919.64
EFT000000002894	12/16/2020 Wolsley Canada Inc	W/WW - INVENTORY	815.41
EFT000000002895	12/16/2020 Jennette Zimmer	CBO - MILEAGE NOVEMBER 2020 CH	369.90

EFT000000002895	12/16/2020 Jennette Zimmer	CBO - MILEAGE NOVEMBER HE	316.30
EFT000000002896	12/16/2020 Lavis Contracting Co Ltd	MAIN ST RECONSTRUCTION	361,715.03
EFT000000002897	12/15/2020 Avon Maitland Dist School Bd	3RD QUARTER TAX INSTALLMENT	580,244.00
EFT000000002897	12/15/2020 Avon Maitland Dist School Bd	4TH QUARTER TAX INSTALLMENT	552,495.71
EFT000000002898	12/15/2020 Conseil Scolaire Catholique Providence	FINAL TAX PAYMENT 2020	950.55
EFT000000002899	12/15/2020 Huron-Perth Cathol Dist Sch Bd	4TH QUARTER TAX INSTALLMENT	137,744.59
EFT000000002899	12/15/2020 Huron-Perth Cathol Dist Sch Bd	3RD QUARTER TAX INSTALLMENT	135,222.00
EFT000000002900	12/15/2020 County of Huron	4TH QUARTER TAX INSTALLMENT	1,624,279.72
<b>Total EFT's for Approval</b>			<b>3,837,305.46</b>

**Total Payroll-Pay Period 24 & 25- Full-time, Part-time, Monthly & Seaforth Fire & Grey Fire 325,830.49**

**TOTAL FOR APPROVAL BY COUNCIL 4,797,251.50**

\_\_\_\_\_  
Mayor, Bernie MacLellan

\_\_\_\_\_  
Treasurer, Paula Michiels



**HURON EAST  
ADMINISTRATION**

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 7-22-1, 2020

HOW DISPOSED OF

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**TO:** Mayor MacLellan and Members of Council

**FROM:** Brad Knight, CAO/Clerk

**DATE:** December 7<sup>th</sup>, 2020

**SUBJECT:** Maitland Valley Snowmobile Club – Henfryn

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**RECOMMENDATION:**

That Huron East grant permission to the Maitland Valley Snowmobile Club to use the part of the former CN Railway property at Henfryn (Lot 35, Concession 9, Grey) until November 30<sup>th</sup>, 2025 as outlined in their Memorandum of Understanding dated December 2<sup>nd</sup>, 2020.

**BACKGROUND:**

The Public Works Coordinator received the attached MOU from the Maitland Valley Snowmobile Club. The former CN line was acquired by Grey Township in 1994 and while most of the line was sold off to abutting owners, the land in Henfryn was retained as it provided an outlet for the trail that North Perth was retaining. The boundary road in this area was deviated one farm lot, so the western outlet to a road allowance for this trail is in Grey. This trail goes from Henfryn to Atwood.

At the time Grey acquired it and was determining a use for it, Henfryn residents indicated that they didn't object to a snowmobile trail, but did not want it used by ATV's. At that time residents in Henfryn were using it as a walking trail.

We don't recall if Huron East has been approached in the past by the snowmobile club for permission. It may have simply been that they assumed this was part of North Perth which is understandable as when improvements were being made to the trail by North Perth, I recall that North Perth notified us after the improvements and signage were in place.

Attached to this report is an air photo of the area, and photos of the condition of the trail and the existing North Perth signage are shown below. We have confirmed with North Perth that they have granted permission to the Maitland Valley Snowmobile Club to use their property as part of the trail in North Perth.



Signage



Trail Looking East

#### OTHERS CONSULTED:

Barry Mills, Public Works Coordinator

#### BUDGET IMPACTS:

#### SIGNATURE:

Brad Knight, CAO/Clerk

Barry Mills, Public Works Coordinator





Former CNR, Henfryn ( Lot 35, Con 9, Grey)



Godenich

Legend

- Parcel Fabric - Secure
- Municipal Boundary
- County Boundary

Notes

114.7 0 57.33 114.7 Meters

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© 2017 County of Huron

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**  
(PLEASE PRINT OR TYPE)

On this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, I, the undersigned, owner/occupier of the premises that is lot # \_\_\_\_\_ concession # \_\_\_\_\_ or other \_\_\_\_\_ in the Township of \_\_\_\_\_, County/District/Region of \_\_\_\_\_ do hereby give the MAITLAND VALLEY

(snowmobile club), hereinafter referred to as the "local snowmobile club" (a member in good standing of the Ontario Federation of Snowmobile Clubs – OFSC), permission to legally enter, establish, groom, maintain, sign and use that portion of the premises herein designated by me for the exclusive purpose of allowing legally permitted snowmobiles and their riders to use said designated premises for snowmobiling under the following terms and conditions:

1. This MOU is valid for the period commencing DEC 2 2020 and ending NOV 30 2025.
2. The local snowmobile club shall at all times remain a member in good standing of the OFSC and be able to verify this to the owner/occupier with a current OFSC certificate or this agreement shall be immediately null and void.
3. The local snowmobile club will provide liability insurance in the amount of \$15,000,000 for liability arising from the grooming, maintenance and use of the snowmobile trail but only with respect to the negligence of the local snowmobile club name for those operations usual to a snowmobile trail. This coverage is confirmed to the undersigned owner/occupier by signing this memorandum of understanding on the condition no fee has been charged by the owner/occupier for the use of designated premises.
4. The insurers will add the landowner as an additional insured but only with respect to liability arising from the operations of the named local snowmobile club name. Coverage will be extended to the location listed in the landowner agreement through an insurance policy held by the OFSC and its member organization snowmobile club.
5. The above referenced insurance liability policy will not provide any coverage for the willful misconduct and or negligence on the part of the landowner.
6. The designated premises shall be sketched on a separate sheet of paper or shown on an attached map and a copy of each/both shall be initialed by both parties hereto and attached to each copy of this agreement.
7. It is understood that the local snowmobile club, with the owner/occupier's verbal consent on each occasion, shall have access to the designated premises prior to and after the winter months for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover.
8. The local snowmobile club shall maintain that portion of the designated premises to be used as a trail in reasonably good condition for snowmobiling purposes only; and undertake to post appropriate signage; remove on an annual basis any litter and repair or replace property damaged by valid permitted and exempted snowmobiles and their riders on that portion of the designated property used for snowmobiling.
9. Each party hereto shall give the other sixty (60) days prior written notice to the address below of any changes to, or cancellation of this agreement.
10. Representative of the local snowmobile club or district are hereby authorized to be the owner/occupier's agent(s) to cooperate with local law enforcement agencies in their efforts to supervise and enforce the uses defined hereunder with respect to the designated premises in accordance with the Trespass to Property Act R.S.O. 1990, c.T21; the Motorized Snow Vehicles Act R.S.O. 1990, c.M44; and the Occupiers Liability Act R.S.O. 1990, c.O-2 as amended.
11. The landowner/occupier and the local snowmobile club mutually confirm that the landowner/occupier, by signing this MOU is not requesting nor granting permission for a registered easement over the designated premises.
12. Additional Conditions: \_\_\_\_\_

**LANDOWNER/OCCUPIER**

Name		Phone:	
Address		Email:	
Landowner Signature			

**LOCAL SNOWMOBILE CLUB**

Club Name	<u>MAITLAND VALLEY S/C</u>	Phone:	<u>519-502-9208</u>
Address	<u>LISTOWEL</u>	Email:	<u>rroland@hdc.on.ca</u>
Alternate Contact (District)	<u>KAREN BORATYNSKI</u>	Alternate Phone/Email	<u>1-800-387-7669</u>
Club Signature	<u>ROGER ROLAND</u>		

Privacy Policy: Personal information provided on this form will only be used for purposes related to this agreement.

OFSC MOU Form: v2019

*Don't He*

**HURON EAST  
ADMINISTRATION**

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 7-22-2020

HOW DISPOSED OF

---

**TO:** Mayor MacLellan and Members of Council

**FROM:** Brad Knight, CAO/Clerk

**DATE:** December 10<sup>th</sup>, 2020

**SUBJECT:** ICIP Covid Stream application

---

**RECOMMENDATION:**

That Council authorize an application to Investing in Canada Infrastructure Program (ICIP) – Covid Stream for the replacement of the 1986 tanker truck at the Grey Firehall.

**BACKGROUND:**

At the last meeting we advised Council of the Provincial announcement of the ICIP – Covid Stream program. Our “allotted” funding under this program is \$112,917 which is funded by the Federal Government at 80% and 20% from the Provincial government.

The Finance Manager and myself sat in on a webinar on December 3<sup>rd</sup>, 2020, but a significant amount of the webinar was focused on the technical aspects of submitting the grant application through TPON (Transfer/Payment Ontario).

One sub-category under Category 2 Covid-19 Resilience Infrastructure is emergency vehicles. The Finance Manager asked the question if fire trucks were eligible during the webinar and it was simply stated that they were. Some of the pre-populated example applications reference fire trucks.

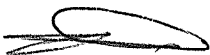
In the 2021 budget it was going to be proposed that Council consider replacing the 1986 tanker truck at the Grey Firehall. The tanker is proposed to be replaced with a pumper at a cost of \$450,000. If successful this grant would provide \$112,917 towards the cost and Council may wish to consider using vibrancy funds from one of the wind projects to fund the balance of the purchase. The final decision on such a purchase is also subject to 2021 budget deliberations.

**OTHERS CONSULTED:**

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

**BUDGET IMPACTS:**

**SIGNATURE:**



*Brad Knight, CAO/Clerk*



*Paula Michiels, Finance Manager-Treasurer/Deputy Clerk*



**Nando Iannicca**  
Regional Chair & CEO

10 Peel Centre Dr.  
Suite A, 5th Floor  
Brampton, ON L6T 4B9  
905-791-7800 ext. 4310

MUNICIPALITY OF HURON EAST COUNCIL  
Document No. 8-22-1, 2020  
HOW DISPOSED OF

---

November 26, 2020

The Honourable Rod Phillips  
Minister of Finance  
95 Grosvenor St.  
Toronto, ON M7A 1Y8

Dear Minister Phillips:

**Re: Motion Regarding Property Tax Exemptions for Veteran Clubs**

Each year on November 11<sup>th</sup> we pause to remember the heroic efforts of Canadians who fought in wars and military conflicts and served in peacekeeping missions around the world to defend our freedoms and secure our peace and prosperity. One way that the Province and Ontario municipalities have recognized veterans and veteran groups is by exempting their properties from property taxation.

In late 2018, your government introduced a change to the *Assessment Act* that exempted Royal Canadian Legion Ontario branches from property taxes effective January 1, 2019. Veterans clubs however were not included under this exemption. While veterans' clubs in Peel are already exempt from Regional and local property taxes, they still pay the education portion of property taxes.

To address this gap, your government has proposed in the 2020 budget bill (*Bill 229*) to amend the *Assessment Act* that would provide a full property tax exemption to veterans' clubs retroactive to January 1, 2019. The Region of Peel thanks you for introducing this change in recognition of our veterans.

At its November 12, 2020 meeting, Peel Regional Council approved the attached resolution regarding this exemption and look forward to this change coming into effect as soon as possible after Bill 229 is passed. This would ensure that veteran clubs benefit from the exemption in a timely way.

I thank your government for moving quickly to address this gap and for your support of veterans.

Kindest personal regards,

Nando Iannicca,  
Regional Chair and CEO

CC: Peel-area MPPs  
Ontario Municipalities  
Stephen Van Ofwegen, Commissioner of Finance and CFO



## **Resolution Number 2020-939**

Whereas each year on November 11, Canadians pause to remember the heroic efforts of Canadian veterans who fought in wars and military conflicts, and served in peacekeeping missions around the world to defend our freedoms and democracy so that we can live in peace and prosperity;

And whereas, it is important to appreciate and recognize the achievements and sacrifices of those armed forces veterans who served Canada in times of war, military conflict and peace;

And whereas, Section 6.1 of the Assessment Act, R.S.O. 1990, c. A31 as amended, Regional Council may exempt from Regional taxation land that is used and occupied as a memorial home, clubhouse or athletic grounds by persons who served in the armed forces of His or Her Majesty or an ally of His or Her Majesty in any war;

And whereas, through By-Law Number 62-2017 Regional Council has provided an exemption from Regional taxation to Royal Canadian Legions and the Army, Navy and Air Force Veterans Clubs that have qualified properties used and occupied as a memorial home, clubhouse or athletic grounds;

And whereas, local municipal councils in Peel have provided a similar exemption for local property taxes;

And whereas, Royal Canadian Legion branches in Ontario are exempt from all property taxation, including the education portion of property taxes, under Section 3 (1) paragraph 15.1 of the Assessment Act, and that a municipal by-law is not required to provide such an exemption;

And whereas, the 2020 Ontario Budget provides for amendments to the Assessment Act to apply the existing property tax exemption for Ontario branches of the Royal Canadian Legion, for 2019 and subsequent tax years, to Ontario units of the Army, Navy and Air Force Veterans in Canada;

Therefore, be it resolved, that the Regional Chair write to the Minister of Finance, on behalf of Regional Council, to request that upon passage of the 2020 Ontario Budget, the amendment to the Assessment Act be implemented as soon as possible;

And further, that copies of this resolution be sent to Peel-area Members of Provincial Parliament as well as to all Ontario municipalities for consideration and action.

**Nando Iannicca**  
Regional Chair & CEO

10 Peel Centre Dr.  
Suite A, 5th Floor  
Brampton, ON L6T 4B9  
905-791-7800 ext. 4310

November 24, 2020

The Honourable Greg Rickford  
Minister of Energy, Northern Development  
& Mines and Minister of Indigenous Affairs  
Whitney Block, Room 5630  
5th Floor, 99 Wellesley St. W.  
Toronto, ON M7A 1W1

Dear Minister Rickford:

At its meeting of November 11, 2020, Hamilton City Council approved Item 10 of the General Issues Committee Report 20-018, which reads as follows:

**10. Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation (Item 10.2)**

WHEREAS, the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040;

WHEREAS, Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly);

WHEREAS, the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plan built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024);

WHEREAS, alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh);

WHEREAS, the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities;

WHEREAS, the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

**Cap on Gas Plant and Greenhouse Gas Pollution**  
**Page 2 of 2**

WHEREAS, a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and,

WHEREAS, our staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs";

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and,
- (b) That a copy of this resolution be sent to the Premier of Ontario, to the local MPP's, to the Region of Waterloo and local area municipalities.

Therefore, the City of Hamilton respectfully requests your consideration of this matter and looks forward to your response.

Sincerely,

Fred Eisenberger  
Mayor

Copied: The Honourable Doug Ford, Premier of Ontario  
Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,  
M.P.P Hamilton Centre  
Monique Taylor, M.P.P. Hamilton Mountain  
Paul Miller, M.P.P. Hamilton East-Stoney Creek  
Donna Skelly, M.P.P. Flamborough-Glanbrook  
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas  
Region of Waterloo  
Ontario Municipalities  
Association of Municipalities of Ontario

November 24, 2020

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

Paul Miller  
M.P.P. Hamilton East-Stoney Creek  
289 Queenston Road  
Hamilton, Ontario L8K 1H2

Andrea Horwath  
Opposition Party Leader  
New Democratic Party of Ontario  
M.P.P. Hamilton Centre  
20 Hughson St. S., Suite 200  
Hamilton ON L8N 2A1

Donna Skelly  
M.P.P. Flamborough-Glanbrook  
2000 Garth Street, Suite 104  
Hamilton, ON L9B 0C1

Monique Taylor  
M.P.P. Hamilton Mountain  
2-555 Concession Street  
(Royal Bank Building)  
Hamilton, Ontario L8V 1G2

Sandy Shaw  
M.P.P. Hamilton West-Ancaster-Dundas  
177 King Street West  
Dundas, ON L9H 1V3

Dear Premier Ford and Members of Provincial Parliament,

At its meeting of November 11, 2020, Hamilton City Council approved Item 8 of the General Issues Committee Report 20-018, which reads as follows:

**9. Temporary Cap on Food Delivery Service Charges (Item 10.1)**

WHEREAS, the restaurant industry plays a crucial role in the City's economy, as well as the livelihoods of residents, families and communities;

WHEREAS, the restaurant industry has been severely impacted throughout the COVID-19 pandemic, particularly due to substantially decreased indoor dining;

WHEREAS, restaurant owners have become increasingly dependent on delivery and take-out services for the viability of their businesses;

WHEREAS, restaurants are under pressure from high commission fees being charged by the major food delivery service apps;

WHEREAS, major cities throughout the United States have implemented temporary caps on the fees charged by food delivery service apps, as an option to assist the restaurant industry throughout the COVID-19 pandemic; and,

WHEREAS, the City of Hamilton does not have the authority to regulate food delivery service company fees or cap the fees that they charge;

THEREFORE, BE IT RESOLVED:

- (a) That the Mayor correspond with the Premier of Ontario, and local Members of Provincial Parliament to ask that the Province implement a temporary cap on commissions for food service delivery companies; and,
- (b) That a copy of that request be sent to other municipalities in Ontario and the Association of Municipalities of Ontario for their endorsement.

Therefore, the City of Hamilton respectfully requests your timely consideration to this matter.

Sincerely,

Fred Eisenberger  
Mayor

Copied: Municipalities of Ontario  
Association of Municipalities of Ontario



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at it's November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill

Seconded by Councillor Vink

"WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

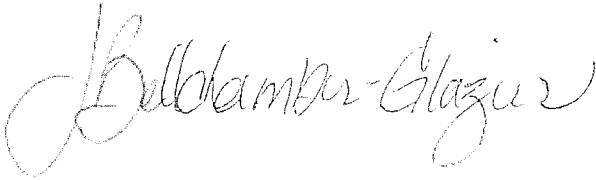
THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities."

Municipality of Southwest Middlesex Resolution #2020-274

Carried

Sincerely,

A handwritten signature in cursive script, reading "Jillene Bellchamber-Glazier".

Jillene Bellchamber-Glazier  
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport  
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs  
Monte McNaughton, MPP Lambton-Middlesex-London  
Lianne Rood, MP Lambton-Kent-Middlesex  
The Association of Municipalities of Ontario  
All Ontario Municipalities



## PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

11-22-1

### NOTICE OF AN APPLICATION FOR CONSENT FOR SEVERANCE

DATE: October 29, 2020

File # C79-2020

TO:

- ☐ Owner: Isaac Bueckert Applicant: Robert DeForest
- ☐ Brad Knight, CAO/Clerk - Municipality of Huron East
- ☐ Cathy Garrick, Planning Coordinator - Municipality of Huron East
- ☐ Municipality of Morris-Turnberry (abutting within 1 km of subject property)
- ☐ Ausable Bayfield Maitland Valley Source Water Protection Region
- ☐ Laura Simpson, Planner, Huron County Planning Department

Enclosed is a copy of an application for Consent for your review and comments to the Huron County Planning & Development Department.

#### LOCATION OF PROPERTY

Municipality: Huron East

Lot: Plan 192, Lots 290 to 295 Pt Reserve, Pt Walnut St and 22R6304, Parts 3, 5 & 7

Address: 3 Workman Drive

Owner: Isaac Bueckert

Applicant: Robert DeForest

#### PURPOSE AND EFFECT

The purpose and effect of this application is for an addition to a lot. The vacant land to be severed is approximately 419.85 m<sup>2</sup> (0.10 acres). The land to be retained is approximately 6677 m<sup>2</sup> (1.65 acres) consisting a house and accessory buildings. It is proposed that the severed land will merge with the abutting property owned by Robert & Brenda DeForest, Plan 192, Pt Lots 296-298, 22R6684, Part 2 (257 Albert Street).

#### LAST DAY FOR RECEIVING COMMENTS

We would appreciate your comments by **November 12, 2020** as to whether or not your department or agency has any comments to this severance and whether or not any conditions should be imposed. All comments should be addressed to the Attention of Lisa Finch, Land Division Administrator at the following by e-mail address [lfinch@huroncounty.ca](mailto:lfinch@huroncounty.ca) or by regular mail to the address above and to the Attention of Lisa Finch, Land Division Administrator. We will assume you have no objections to the application if no comments are received by the time specified. If this does not provide you with sufficient opportunity to consider the application, please advise.

#### DECISION AND APPEAL

If you wish to be notified of the decision in respect to the proposed consent, you must make a written request to the Huron County Planning & Development Department c/o Ms. Lisa Finch, Land Division Administrator, Huron County Consent Granting Authority at 57 Napier Street, 2<sup>nd</sup> Floor, Goderich, Ontario, N7A 1W2.



## APPLICATION FOR CONSENT



For office use only

File # C79120

Received OCT 20, 20 20

Considered Complete OCT 29, 20 20

### 1. PRE-SUBMISSION CONSULTATION

Applicants are strongly encouraged to contact the County and speak/meet with the Planner assigned to the Municipality before submitting an application.

Date of Applicant's consultation meeting with County Planner assigned to Municipality: 10/10/20

### 2. APPLICATION INFORMATION

<b>Name of Applicant</b> <u>Robert DeForest</u>	<b>Name of Owner</b> <u>Isaac Bueckert</u>
<b>Contact Information</b> Address: <u>257 Albert Street</u>	<input type="checkbox"/> Check box if same as Applicant <b>Contact Information</b> Address: <u>3 Workman Drive</u>
Town: <u>Brussels</u>	Town: <u>Brussels</u>
Postal Code: <u>N0G1H0</u>	Postal Code: <u>N0G 1H0</u>
Home Phone: _____	Home Phone: _____
Cell: <u>2266220038</u> Work: _____	Cell: <u>5197098697</u> Work: _____
Email: <u>rob.deforest@hotmail.ca</u>	Email: <u>isaacbueckert91@gmail.com</u>
Fax: _____	Fax: _____

a) Solicitor name (if known) \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Correspondence to be sent to: ☒ all parties, or ☐ applicant, and/or ☐ owner

b) Name, Address, Phone of all persons having any mortgage, charge, debenture or encumbrance on the property:

RMG Mortgages, PO Box 351 Stn C, Kitchener, ON N2G 3Y9 866-809-5800

## APPLICATION FOR CONSENT

### 3. LOCATION OF THE SUBJECT PROPERTY—SEVERED & RETAINED (Complete applicable lines)

Municipality: <u>Huron East</u>	Concession: _____
Ward: <u>Brussels</u>	Lot Number(s): <u>290 to 295</u>
Registered Plan: <u>22R6304</u>	Lot(s) Block(s): _____
Reference Plan: <u>290 to 295</u>	Part Number(s): _____
Municipal Address (911 number and street/road name): <u>3 Workman Drive</u>	Roll # (if available): _____

- a) Are there any right-of-way easements or restrictive covenants affecting the severed or retained land?  
☐ Yes      ☒ No
- b) If **Yes**, describe the location of the right-of-way or easement or covenant and its effect:  
 \_\_\_\_\_
- c) Is any of the severed or retained land in Wellhead Protection Area A, B or C?    ☐ Yes    ☐ No    ☐ Unknown  
If **Yes**, please obtain a Restricted Land Use Permit from the Risk Management Official.  
 If **Unknown**, please consult with your Municipal Planner and obtain a Restricted Land Use Permit if necessary.
- d) Is the subject property systematically tiled? If **yes**, please submit tile maps with your application.  
☐ Yes      ☒ No

### 4. PURPOSE OF THE APPLICATION

Type of proposed transaction:

<b>Transfer:</b>  <input type="checkbox"/> Creation of a new lot <input checked="" type="checkbox"/> Addition to lot <input type="checkbox"/> An easement <input type="checkbox"/> Other purpose (please specify): _____	<b>Other:</b>  <input type="checkbox"/> Charge <input type="checkbox"/> Lease <input type="checkbox"/> Correction of title
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

Briefly, describe the proposed transaction:

Severance of East side of lot 295 to be sold to 257 Albert Street owner

Name(s) of person(s), if known, to which land or interest in land is to be transferred, leased or charged:

Robert & Brenda DeForest

If a surplus severance, provide legal description and locations of other farm holdings of owner/purchaser:

PART 50	
PART	LOT
1	PART of LOTS 296, 297 and 2
2	PART of LOTS 296, 297 and 2

PARTS 1 AND 2 COMPRISE PART OF

RESS STREET  
P.I.N. 41345-0088

PART 1  
22R-1299

CYPRESS STREET

(CLOSED BY BY-LAW No. 9, 1963 Inst. No. 32315)  
P.I.N. 41345-0135

NE Corner  
Lot 296  
R.P. 192

66.00' Pl. & Meas.

N60°28'00"W  
198.00' Pl. & Meas.

IB  
(1527)

IB  
(1527)

61.38'

PART 1

LOT 298

LOT 297

LOT 296

severed

retained

N60°28'00"W 198.00'

LOT 295

SSIB  
(B/U)

PART 2

merge

192

P.I.N. 41345-0137

P.I.N. 41345-0137

61.38'

129°32'00"E

IB

IB (1527)  
O.R.P. (B)

IB (1527)

REG'D PLAN

SW Corner  
Lot 298  
R.P. 192

N60°28'00"W 232.65' Pl. 234.82' Meas.

LOT 299

BEARING

ALBERT TREET (66.00' WIDE)

(ACCORDING TO REGISTERED PLAN No. 192)

P.I. 41345-0087

66.00' Pl. & Meas.

N60°28'00"W 232.65' Pl. 234.73' Meas.

5IB  
(1527)

LOT 300

N29°37'45"E

66.00' Pl. & Meas.

IB (1527)

LOT

LOT 299

IB (1527)  
O.R.P. (A)

LOT

QUEEN STREET

IMPERIAL

DISTANCES AND COORDINATES  
SHOWN ON THIS PLAN  
ARE IN FEET AND CAN  
BE CONVERTED TO METRES BY  
MULTIPLYING BY 0.3048.

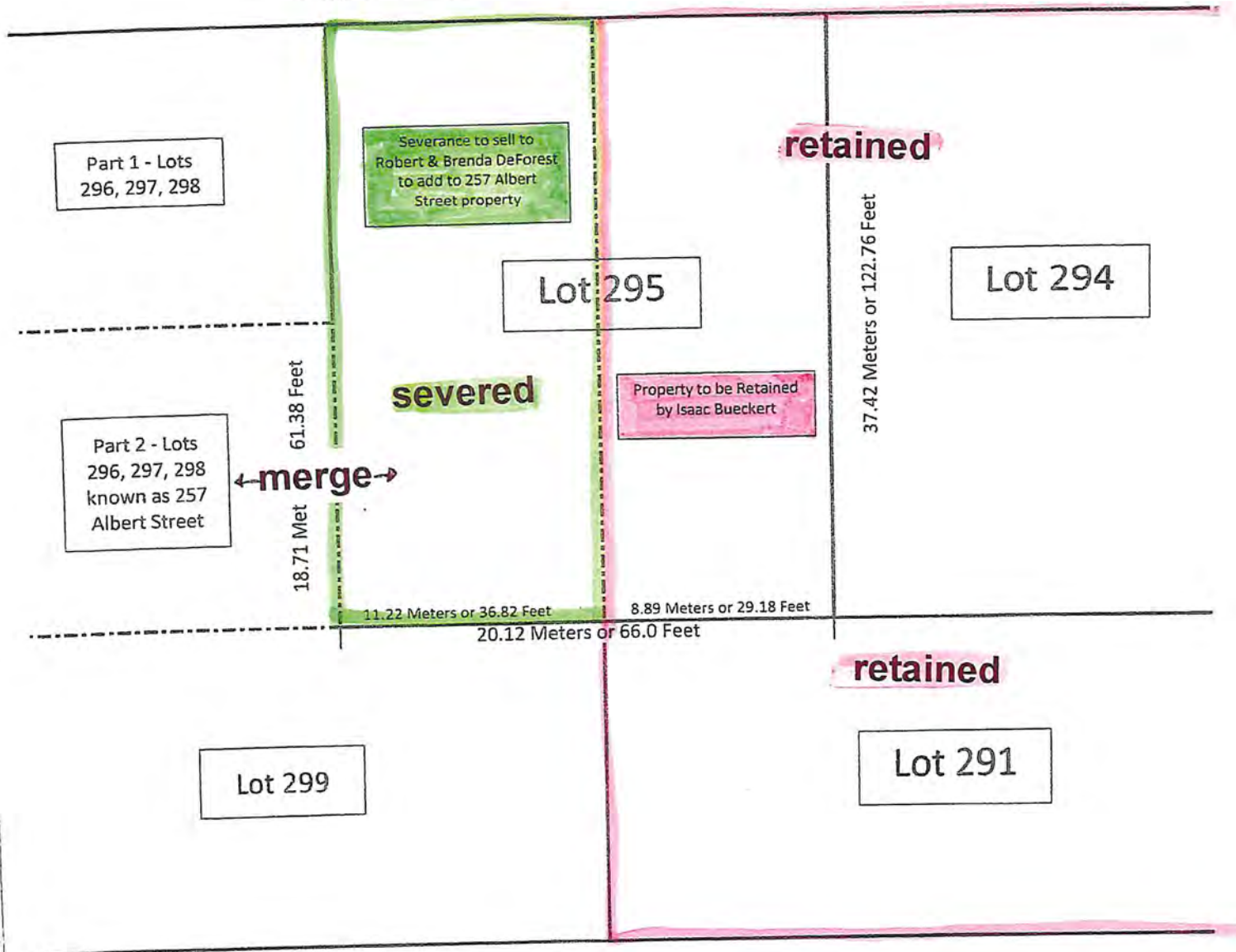
INTEGRATION COORDINATE T<sub>1</sub>

POINT ID	NORTHING	EASTING
O.R.P. A	15891253.9	1571
O.R.P. B	15891387.6	1571

ALL COORDINATES ARE IN FEET, ARE RELATIVE TO UTM ZONE 17 (81° WEST LONGITUDE) NAD (CSRS) AND HAVE A RELATIVE ACCURACY THAT MEETS THE REQUIREMENTS OF ONT. REG. 216/10, SEC. 14(2).



Agromart



# Consent Application Report- File # C79-20

11-22-2

Owner/Applicant: Isaac Bueckert/ Robert DeForest	Date: 11 December 2020
Property Description: Plan 192, Lots 290-295, Part Reserve Walnut Street and Reference Plan 22R6304 Parts 3, and 5-7, Brussels, Municipality of Huron East (3 Workman Drive)	

**Recommendation:** That provisional consent be:

- ✓ granted with conditions (attached)
- deferred
- denied (referred to the Committee of the Whole, for a decision)

**Purpose:**

- ✓ enlarge abutting lot
- create new lot
- surplus farm dwelling
- right-of-way / easement
- other:

Area Severed: 0.1 acres (419.8 square metres)	Official Plan Designation: Residential	Zoning: R1 (Residential Low Density)	Structures: vacant
Area Retained: 1.65 acres (6677 square metres)	Official Plan Designation: Residential	Zoning: R1 (Residential Low Density)	Structures: House, grain bin, and sheds

**Review:** This application:

- ✓ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- ✓ Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- ✓ Conforms with section 51(24) of the Planning Act;
- ✓ Conforms with the Huron County Official Plan;
- Conforms with the Huron East Official Plan,
- ✓ Complies with the municipal Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- Has been recommended for approval by the local municipality; and
- Has no unresolved objections/concerns raised (to date) from agencies or the public.

**(Applications that do not meet all of the foregoing criteria will be referred to County Council for a decision)**

**Agency/Public Comments:**

	Not Received or N/A	No Concerns	Comments/Conditions
Maitland Valley Conservation Authority	✓		
Neighbours/Public			- Concerns received over the existing uses of the abutting property to be

## Consent Application Report- File # C79-20

			enlarged and the intended future use of the severed lands once merged - Concerns included a home business, traffic, and Sourcewater Protection
--	--	--	---------------------------------------------------------------------------------------------------------------------------------------------------

**Figure 1. Aerial photo of proposed severed (outlined in red) and retained lands (outlined in green)**



### **Additional Comments:**

The purpose of this application is to sever land and enlarge an abutting property to the west, a residential parcel that contains a single detached house built since 2015. The land to be severed is approximately 0.1 acres and is vacant. The land to be retained is approximately 1.65 acres and contains an existing house, grain bin and several sheds of varying sizes. Both the severed and retained lands are zoned R1 (Residential Low Density) and are designated Residential in the urban settlement area of Brussels. The subject property abuts the industrial property of Brussels Agromart and the residential property to be enlarged is 2 properties south from the Agromart along Albert Street. The lot to the north of the property being enlarged remains vacant, and the property to the south has also had a house constructed since 2015.



Figure 2. Site photo of proposed severed area and abutting lot to be enlarged (a house has been built on the abutting property since 2015)



Figure 3. Site photo of the area proposed to be severed with the buildings on the retained lands in the background





## Consent Application Report- File # C79-20

**Figure 4. Site photo of the house on the property proposed to be enlarged with the severed lands (257 Albert St). The Brussels Agromart can be seen in the background of the photo**



**Figure 5. Site photo of the interior and rear yard of 257 Albert St, showing the driveway extending along the north interior lot line, and a patio and fenced area and a trailer parked in the rear yard**



### Comments Received

This consent application was presented to Huron East Council at the December 1<sup>st</sup> 2020 Council meeting for discussion and a recommendation was deferred. The comments from the abutting landowners with concerns for the RV parking and vehicle parking, on-street parking and traffic, and Sourcewater Protection were reviewed with Council. The current state of Albert Street infrastructure is noted as a concern in a submitted letter, but it not considered as a major factor in the review of this application.

The parking of RVs and vehicles on the abutting property are addressed further in this report, referencing the section of the Huron East Zoning By-law that controls the amount of vehicles and their location on the property that may be parked or stored. The applicant has provided the information that he has a secondary location to store RVs and vehicles off the property. On-street parking is restricted through the winter half of the year by municipal by-law prohibiting on street parking overnight. As a requirement for the consent application, a

## Consent Application Report- File # C79-20

Restricted Land Use Permit has to be completed and submitted to the Risk Management Official for sourcewater comments. The Risk Management Official did not have any concerns for this consent application as the use of the vacant land is proposed be residential in nature.

### Planning Comments

#### *Huron East Official Plan*

Reviewing this application against the policies for land division in the Urban Settlement subsection (10.3.3) of Section 10, the criteria for an urban severance is that lots shall not restrict or hinder interior development of blocks of land and front onto a public road with sufficient servicing and appropriate size. The application leaves the retained lands at a sizeable acre and does not impact the access for the retained lands or alter the access for the lot being enlarged. For land conveyance to abutting lots (10.3.3.7), the conveyance is not to create an undersized or irregularly shaped lot unsuited for its intended purpose or conflicting with the Zoning By-law. The Department recognizes that a 'L' shaped lot such as proposed for this lot addition is not an ideal shape, but with only the conveyance of land directly behind 257 Albert St (not extending north to the lot line shared with the Agromart) would result in the retained land having an unusable corner and irregular jagged lot line. To address potential conflicts with the abutting vacant lot and owning land behind their rear yard, an item for discussion is the potential for a condition to amend the zoning to restrict building behind their lot. The second criteria for a lot addition in Section 10.3.3.7 is that the land being conveyed and added is registered in the same name and merged on title, which is also a recommended condition of this severance.

South of the Brussels Agromart is residential land uses, which includes single detached houses with accessory structures. The land being severed is to be residential in use and the retained lands will maintain their existing residential use with several accessory structures. The application has no anticipated impact on servicing, access and contributes to a variety of parcel sizes for the urban lot fabric in Brussels.

#### *Huron East Zoning By-law*

The subject lands are zoned R1, as is the abutting property at 257 Albert Street. During the circulation of the consent application, comments were received about the parking and storage of several RV vehicles on the abutting property. Section 3.27.8 of the Huron East Zoning By-law addresses the storage and parking of travel trailers, motor homes and personal recreational vehicles. It permits up to a maximum of 3 travel trailers, motor homes, or personal recreational vehicles to be stored or parked outdoors in a Residential zone. The parking or storage must be within an open driveway, carport, or the interior side yard or rear yard of the property. The parking locations for the noted RVs on the abutting lot are within the interior side yard (seen on the driveway extension in Figure 5) and in the rear yard.

The subject property, abutting lot being enlarged and surrounding properties to the south are residential in nature, and the land being severed and conveyed is proposed by the applicant to remain residential in nature. Conversation with the applicant clarified that a home business is restricted to what is permitted in the R1 zone, scaling up of a business is not appropriate for a residential property and could require a planning application to be in conformity, and use of the land being conveyed is to be residential in nature. Business use exceeding the permitted uses in the R1 zone is subject to by-law enforcement and zoning compliance.

### Conclusion

This application for consent is proposing to enlarge a residential property with vacant land, and the stated land use of the additional portion is to be residential in nature. With this consideration and the comments received from the abutting land owners also considered, this consent application is considered to be appropriate and

## Consent Application Report- File # C79-20

meet the intent of the policies of the Huron East Official Plan to enlarge a residential property in the urban area and is recommended for approval with the included conditions.

### Recommended Conditions (denoted by X)

#### Expiry Period

- X Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of notice of decision.

#### Municipal Requirements

- X All municipal requirements be met to the satisfaction of the municipality including servicing connections if required, property maintenance, compliance with zoning by-law provisions for structures, and any related requirements, financial or otherwise.

#### Zoning

- X Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning shall be obtained to the satisfaction of the Municipality.

#### Survey

- X Provide to the satisfaction of the County and the Municipality:
  - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
  - b) a reference plan based on the approved survey

#### Merging

- x The severed land merge on title with the abutting property to the west upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.
- x A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties indicating that:
  - a) the severed land and the abutting property to the west will be consolidated into one P.I.N. under the Land Titles system; or
  - b) where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.
- x A one square foot portion of the abutting property to which the severed land is to be merged be conveyed to the Municipality. A survey is to be provided showing the one square foot parcel as a separate part on the reference plan.



Laura Simpson, Planner

11 December 2020

Date

**MUNICIPALITY OF HURON EAST**

December 15<sup>th</sup>, 2020

**MOTION**

***Moved by*** .....

***Seconded by*** .....

THAT:

Council of the Municipality of Huron East authorize the following changes to Councillor and citizen appointments for the balance of this term of Council.

Vanastra Recreation Centre/Day Care Committee

- replace Councillor Dalton with Councillor Chartrand

Economic Development Committee

- replace Councillor Chartrand with Councillor Dalton

Huron East/Brussels Community Development Trust

- replace Kathy Sebastian with \_\_\_\_\_

13-22-1

## Brad Knight

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**From:** Lily Morrow <lmorrow@huroncounty.ca>  
**Sent:** Monday, November 30, 2020 11:43 AM  
**To:** Brad Knight; Sean Thomas; Jessica Feere; Sean McGhee  
**Subject:** ZEVIP Application Approved

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Good morning,

I just received notice that our application for the Zero-Emission Vehicle Infrastructure Program (ZEVIP) in partnership with ChargerCrew was approved by Natural Resources Canada. This is exciting news!

ChargerCrew is currently working on the lease agreements, that will soon be ready to be signed. If all goes well with final decisions and paperwork, installation of the 26 Level 2 chargers will start in summer 2021.

I will keep you updated in regards to next steps. I look forward to continuing this project with all of you. If you have any questions, please let me know.

Thank you,

Lily Morrow, M.E.S.  
Climate Change and Energy Specialist  
County of Huron  
57 Napier Street, 2<sup>nd</sup> Floor  
Goderich, Ontario, N7A 1W2

Phone: 519-524-8394 ext. 3234  
Email: [lmorrow@huroncounty.ca](mailto:lmorrow@huroncounty.ca)

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13-22-2

**MUNICIPALITY OF HURON EAST**  
**ADMINISTRATION COMMITTEE - MEETING MINUTES**  
**Virtual Meeting**  
**Tuesday, November 24<sup>th</sup>, 2020 at 7:00 p.m.**

**Members Present:** Mayor Bernie MacLellan, Deputy Mayor Robert Fisher,  
Councillors Alvin McLellan, Larry McGrath and Raymond Chartrand

**Members Absent:** nil

**Staff Present:** CAO/Clerk Brad Knight  
Finance Manager/Treasurer Paula Michiels

1. **Call to Order** - Chair Alvin McLellan called the meeting to order at 7:12 p.m.

2. **Adopt Agenda**

*Moved* by Ray Chartrand and seconded by Larry McGrath that the agenda be adopted as circulated. **Carried**

3. **Declaration of Pecuniary Interests** – None declared

4. **Meeting Minutes**

*Moved* by Bernie MacLellan and seconded by Bob Fisher that the minutes of the Administration Committee meeting held on August 31<sup>st</sup>, 2020 be approved as circulated. **Carried**

5. **Council Appointments to Committees**

The CAO reviewed his report concerning the requirement in the Huron East Procedural By-law to review Council/citizens appointments to Committees at the mid-point of Council's term. He presented a summary of the attendance at major Committees over the past two years with it being noted that he was not aware of any issues with citizen representatives on Committees and he was not aware of any Councillors who wished to be moved to different committees. He advised Council that as of the present time, there was only the vacancy created by the resignation of Kathy Sebastian on the Brussels Trust Committee to fill.

*Moved* by Bernie MacLellan and seconded by Ray Chartrand that staff be authorized to advertise the vacancy on the Huron East/Brussels Community Development Trust in the next edition of the North Huron Citizen. **Carried**

6. **By-law Enforcement**

Council had raised several issues regarding by-law enforcement and site plan control and the lack of action on certain matters and had referred the issue to the Administration Committee for further discussions

The CAO presented a report with the history and actions taken on the following files

### **Murtaza Ahmad (20 5<sup>th</sup> Avenue, Vanastra)**

- Tenants on the property had commenced construction of small “car-port” addition to the residence on the property without a building permit
- Huron East staff were made aware of the situation on August 26<sup>th</sup>, 2019 and issued a Stop Work Order and an Order to Comply
- Some debate as to how much work was done after the Orders were issued, but the current condition of the addition indicates that it remains “unfinished”
- After Orders issued, because of existing lot coverage area, Huron East advises Owner that he will need to obtain a Minor Variance in addition to the building permit
- Owner retains a local designer to assess the condition of the addition – advised that it does not meet Code and it is more economical to tear it down.
- Owner is in conversation with the Huron East office as late as mid-December about an application for a minor variance

The CAO noted that prior to Covid-19 in March 2020, there had not been an additional follow-up with the Owner concerning a minor variance and with the onset of Covid-19, the situation had not been a priority for him or Planning Staff.

The Committee noted that the non-compliance with the Orders and lack of action on a minor variance application were still of concern to Council as several residents in the area were upset with the cannabis operation at the site and felt the Municipality was not enforcing its by-laws on other matters on the property. The CAO noted that based on legal advice received, he was advised that too much time had elapsed between the issue of the original Orders and any potential to litigate based on non-compliance with the Orders. He noted that he had spoken recently to the Owner who concurred that the building addition should be demolished and he had since taken out a Demolition Permit, which was valid for 6 months. The CAO suggested that the Municipality should wait six months and if the addition has not been removed, that the CBO should reissue the Orders and pursue the matter with the Municipal solicitor

Councillor Chartrand raised the issue of the security fence encroachment on the municipal road allowance. The CAO noted that the Owner was aware of it and the need to correct it before the road allowance at the rear of the property would be conveyed to him. Several members noted that similar to the building addition that several members of the public were demanding that Council take action on the matter. The CAO suggested that in due course the matter would be resolved but the Committee felt the Municipality should be pursuing the issue at this time rather than tying it in with a future real estate transaction.

**Moved** by Ray Chartrand and seconded by Bob Fisher that the Municipality obtain a legal opinion on the process to remove the fence encroachment from the municipal road allowance.

**Carried**

### **2094736 Ontario Limited (36 Winnipeg Road Vanastra)**

- As noted in the previous minutes, the Owner of the property had attended the previous Administration meeting ( August 31<sup>st</sup>) and was advised at that time of the zoning and site plan process to establish an operation to grow cannabis at this location
- On September 11<sup>th</sup> staff had observed cannabis at the location and on September 14<sup>th</sup>, staff had notified solicitor Greg Stewart to commence a legal action against the Owner for violations of the Zoning By-law



- Documentation prepared by early October, but due to some confusion caused by Covid-19 with proper procedures swearing an affidavit in front of a Justice of the Peace, service on the Owner had been delayed. It was also noted by solicitor Greg Stewart that Provincial Offences Court was also giving priority to criminal matters during Covid-19 which was causing other legal matters such as zoning by-law prosecution to be delayed and that he did not expect a return date for this matter before the end of January

The CAO advised that he had been contacted by Mr. Stewart today to confirm that the owners of the property had been served with a court date booked for February 23<sup>rd</sup>, 2020

Several Committee members expressed concerns with the time taken to serve the owners and to have a court date set. Questions were also raised if the owners would have to stop production at the facility pending the decision of the Provincial Offences Court.

The CAO noted that the Municipality had initiated a legal action against the owners and that litigation would take time and may be costly. He noted that the Chief Building Official had been to the property and was allowed limited access by the owner. The CBO had issued a stop work order and a notice to comply on some interior renovations that were being undertaken to restrict access to the section of the building being used for cannabis production. The owners had a compliance date of November 30<sup>th</sup>, 2020 – it was noted that if the owner did not comply with the Orders, the information would be forwarded to solicitor Greg Stewart and would be incorporated into the municipal litigation of violations to the Zoning By-law

#### **569834 Ontario Limited (66-68 Goderich St East, Seaforth)**

- The status of the site plan ( By-law 81-2015) for this property was discussed at the previous Administration meeting ( August 31<sup>st</sup>)
- The Owner and the Administration Committee had been advised that provisions in the site plan would release 50% of the \$20,000 security deposit upon the issuance of an occupancy permit
- The occupancy permit had been issued but some requested changes to the storm water easement by the Owner ( but which were not agreed to by the Municipality) had delayed the legal process to register the Site Plan Agreement and a storm water easement in favour of the Municipality
- A building permit should not have been issued before the site plan agreement was registered – the Municipality had indicated it would not release any securities until the storm water easement was granted by the Owner and registered.

Several Committee members questioned if the Municipality should be using the security deposit to correct the deficiencies and if the Municipality was liable for any damages caused by lack of compliance with the Site Plan.

The CAO noted that aspects of the site plan might be difficult to correct and be compliant with the Zoning By-law given the final elevation of the site, retaining walls etc. He indicated that he did believe the Municipality was liable for any deficiencies as they had been noted in documentation to the Owner and securities had not been released. He noted that the Owner had indicated that he would apply for an amendment to the Zoning By-law to seek relief on the deficient items

#### **Sharon Medd (150 Main Street South, Seaforth)**

- Site Plan By-law 19-1996 was approved by the former Town of Seaforth and the Site Plan Agreement was a condition of an Ontario Municipal Board hearing at the time
- Security deposit of \$10,000 was still be held by the Municipality for non-compliance with the Site Plan – the most contentious issue was a requirement to eliminate direct access to the property from Main Street
- A number of provisions in the site plan were questionable under current zoning standards for the property

The CAO advised that with the reconstruction of the Seaforth Main Street in 2020, initial engineering plans had placed a full curb in front of the subject property, which would comply with the site plan requirements. In response to concerns from the owner, staff had contacted BM Ross about the potential of a full access to the property given the proximity to the intersection with Railway Street and the GERX Railway. He noted that BM Ross had indicated that they could support a limited access to the property (ie one-way). The CAO advised that he had used his authority under site plan approval to approve a minor amendment to the site plan to allow this change with it being acknowledged that securities would continue to be withheld and that the Huron East Planner would review the Zoning By-law to propose a new site plan to meet current requirements. He noted that he had reviewed this process with Solicitor Greg Stewart and Mr. Stewart had by letter on April 17<sup>th</sup>, 2020 concurred with this process

The CAO noted that Council should have been made aware of this change, as several Councillors had observed that an access was being provided to the property at the time of the road construction

## 7. **Agreement with North Huron for Shared Fire Chief & Fire Prevention Officer**

The CAO presented a report to the Committee on the status of current agreements with North Huron with respect to sharing the services of a Fire Chief and a Fire Prevention Officer. He noted that in 2018, North Huron had approached Huron East about the possibility of appointing the Huron East Fire Chief as the North Huron Fire Chief. He further advised that a part-time Fire Prevention Officer that had been contracted by North Huron was also taken into consideration. He noted that the two municipalities had entered into an agreement to share on a 50/50 basis the costs of a Fire Chief and that Huron East would take on the costs of the Fire Prevention Officer for one day per week. The CAO recommended that the Committee recommend to Council to extend the provisions of the agreements for another 3 years

The Committee noted that the agreement had worked out well for both municipalities and had not only provided cost savings to both municipalities, but also was a beneficial experience for both staff and Councillors involved.

**Moved** by Bernie MacLellan and seconded by Ray Chartrand that the Administration Committee recommend to Council to enter into renewal agreements with the Municipality of North Huron for the following:

- i) the Huron East provisions of the services of a Fire Chief to North Huron
- ii) the shared service of a Fire Protection Officer

**Carried**

**8. Huron East Christmas Social Function**

The CAO presented a report to Council for consideration of a Christmas gift to staff in 2020 in lieu of the annual Council/staff Christmas social event. He noted that with Covid-19, there was limited opportunity for large social functions and that a gift to staff of products produced in Huron East would provide some support from within to the Huron East economy. He suggested a gift basket of a local wine, apples from a local orchard and maple syrup from a local producer with an overall budget for the basket of \$35. He also suggested that the decision a couple of years ago to invite all Huron East firefighters to the annual Christmas social function had limited some of the venues that could be considered, even though the attendance by the Fire Departments had been limited. He suggested that an annual donation to the Firefighters' Associations may be more beneficial to each Department to help offset the costs of their own Christmas social events

The Committee discussed the merit of an employee gift basket and suggested that given the type of year it had been and especially the effect on employees that had high interaction with the public, that a \$20 gift card to a local grocery store should also be included.

**Moved** by Bernie MacLellan and seconded by Bob Fischer that the Administration Committee authorize the CAO to provide a gift basket with an approximate value of between \$50 and \$55 to Huron East employees in lieu of the annual Christmas social event for 2020. **Carried**

**Moved** by Bob Fisher and seconded by Ray Chartrand that the Administration Committee authorize an annual contribution of \$400 to each Huron East Fire Department Association for their annual Christmas social events. **Carried**

**9. Adjournment**

**Moved** by Bob Fisher and seconded by Ray Chartrand that the time now being 9:17 p.m. that the meeting do now adjourn until the next regular meeting at the call of the Chair. **Carried.**

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Chair, Alvin McLellan

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CAO/Clerk, Brad Knight

**MUNICIPALITY OF HURON EAST  
PERSONNEL COMMITTEE MEETING  
Monday, November 30<sup>th</sup>, 2020, 7:00 p.m.  
Virtual Meeting**

**Members Present:** Mayor Bernie MacLellan, Deputy-Mayor Bob Fisher  
Councillors Dianne Diehl, Ray Chartrand and John Lowe

**Members Absent:** Nil

**Staff Present:** Brad Knight, CAO/Clerk  
Paula Michiels, Finance Manager/Treasurer

Chair Ray Chartrand called the meeting to order at 7:06 p.m.

**1. Adopt Agenda**

*Moved* by Dianne Diehl and seconded by Bob Fisher that the agenda be adopted as circulated. **Carried.**

**2. Declaration of pecuniary interests and general nature thereof**

There were no declarations of pecuniary interests

**3. Adoption of Meeting Minutes**

*Moved* by Dianne Diehl and seconded by Bernie MacLellan that the Personnel Committee meeting minutes of November 27<sup>th</sup>, 2019 be adopted as circulated. **Carried**

**4. Closed Session (Section 239 of the Municipal Act, 2001)**

*Moved* by John Lowe and seconded by Dianne Diehl that pursuant to Section 239 of the Municipal Act, that the Personnel Committee go into closed session at 7:10 pm to discuss the following:

- a) 239 (2)(b) – personal matters about an identifiable person (Tax Clerk)
- b) 239 (2)(b) – personal matters about an identifiable person (employee specific grid placements)
- c) 239 (2)(b) – personal matters about an identifiable person (Building Inspector) and that the CAO and Finance Manager/Treasurer remain for the Closed Session.

**Carried**

*Moved* by Bob Fisher and seconded by Dianne Diehl that the Personnel Committee reconvene in open session at 7:51 pm. **Carried**

Chairman Chartrand reported that several resolutions would be considered with respect to the three issues that the Committee went into Closed Session to discuss.

*Moved* by Bernie MacLellan and seconded by John Lowe that the Personnel Committee accept with regret, the resignation for retirement purposes from Tax Clerk Barb Dalrymple effective December 31<sup>st</sup>, 2020. **Carried**

*Moved* by Dianne Diehl and seconded by Bob Fisher that the Finance Manager-Treasurer be authorized to advertise the position of Tax Clerk. **Carried**

*Moved* by John Lowe and seconded by Dianne Diehl that the Personnel Committee recommend to Council that the Huron East payroll grid be increased by an additional 2% over the October 2020 CPI of .7% as a 2021 market check/COVID-19 adjustment. **Carried**

*Moved* by Bob Fisher and seconded by Bernie MacLellan that the Personnel Committee recommend to Council that Jennette Zimmer be retained as a Huron East Building Inspector, Grade 16, Step 5 effective January 1<sup>st</sup>, 2021 and that Huron East enter into a shared service agreement with Central Huron for the position. **Carried**

5. **Adjournment**

*Moved* by Dianne Diehl and seconded by Bernie MacLellan that the time now being 8:00 pm that the meeting do not adjourn until the next meeting at the call of the Chair.

**Carried**

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Chair, Ray Chartrand

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CAO/Clerk, Brad Knight

13-22-4

Minutes of the Huron East/Seaforth Community Development Trust Meeting  
Thursday, November 5, 2020

7:00 pm via Zoom due to Covid-19 social distancing requirements



**To use the reserve funds to promote the health, safety, morale, and welfare of the rate payers of the former Town of Seaforth; and to promote Economic Development of the geographic area known as the former Town of Seaforth.**

**Trust members present:** Christie Little, Joe Steffler, Bob Fisher, Ellen Whelan, Ray Chartrand, Cathy Elliott, Neil Tam

1. The meeting was called to order by Chair Christie Little @ 7:05 p.m.
2. Deputation/Requests/Presentations/Correspondence
  - Request received from Seaforth Legion for funding for a Remembrance Day wreath.
3. Additions to Agenda & Approval of Agenda - None  
**Moved by Bob, seconded by Neil to approve the agenda. Carried.**
4. Disclosure of Trustees' Pecuniary Interest - None
5. Accounts Payable – Financial Reports
  - Total accounts payable \$5914.53. There is a charge from Sills Home Hardware which can't be identified. Christie will check if it is ours before making payment.
  - TD GIC investment for \$50,000 is coming due soon. Bob shared that TD bank stocks are currently selling at \$60/share. If the trust were to purchase 1000 shares, the investment would represent less than 1% of our worth and would pay \$3.20/share in annual dividends (\$3200). This is a better return on investment than GIC's are currently paying. BMO, RBC and Bank of Nova Scotia are paying similar dividends on their shares. Ray shared that MCU shares are paying a guaranteed 2.5% and can pay as much as 4%.
  - Christie wondered if our by-laws restrict the trust to guaranteed investments. She knows that MCU shares are not available to the trust (info provided by our MCU CSR in the past). Christie suggested that Bob research this and we can discuss this at the December meeting. A few trustees indicated they would like more information on how this type of investment works. Cathy volunteered to find a source to present generic information on this for our December meeting.

**Moved by Ray, seconded by Neil to leave the \$50,000 from maturing GIC in our bank account until further notice. Carried.**

**Moved by Bob, seconded by Ellen that the Accounts Payable amount of \$5914.53 be paid after checking with Sills about their charge. Carried.**



6. Property Manager's Report – see attached. Chance arrived for meeting.

- Cathy requested that Chance obtain a quote from Elligsen Electric for the lights and installation. Chance will contact them for a verbal quote for our next meeting.
- Christie wondered about an additional panel to handle our increasing electrical needs. Chance said that we are okay for now but the electrician took photos for the future.
- Cathy asked how the new A/C unit could also provide heat. Chance explained that the new A/C units also act as heat pumps. **It was decided that Chance will shut off the breaker to the A/C unit when she fires up the boiler in Autumn and turn it back on when she shuts down the boiler in Spring.** This will prevent this problem in the future.

**Moved by Ray, seconded by Ellen for approval of Property Manager's report. Carried.**

7. Huron East Health Centre Report - None

8. Minutes of October 1, 2020 meeting

**Moved by Bob, seconded by Joe for approval of the minutes. Carried.**

Unfinished Business

Post Office Work

- Christie reported that the tenant in unit 205 vacated in the middle of October. Debra Anderson was hired to clean the unit and Cathy and Debra Anderson cleaned all the 2<sup>nd</sup> floor ceiling lights. Cathy reported that there is a hole in the bottom of the shower and repair work to the wainscoting and trim is needed, as well as painting in the unit. She will approach Bev Coleman for a quote.
- Christie wondered if we should remove the shower, rather than trying to repair the hole. Chance and Cathy will look at removing the shower.
- This is a commercial unit, which means that HST must be charged on the rent.

**Moved by Ray, seconded by Neil to maintain the monthly rent at \$300 + \$39 HST = \$339 for the next tenant. Carried.**

- Christie will contact Paul Vander Molen to cut out all of the shrubs in the parkette. Lavis Construction filled ruts on the front lawn with dirt and laid sod.

Snow Clearing

- Christie reported that Canada Post had only one response to their tender for snow removal. As we want to coordinate our snow removal with the post office's, Christie will contact John Staffen for a quote to be e-mailed to Cathy.
- Cathy reported that if we hired PM Chance Coombs to do our snow removal, she is not covered by our liability insurance as she is a contract employee and would have to procure her own coverage. Research with several insurance agents in town revealed that the cost of snow removal liability coverage is skyrocketing. They are finding it increasingly difficult to obtain quotes. Without obtaining an actual quote, they estimated annual coverage would be approximately \$2000.

- Cathy will obtain stakes for the north side of the building to mark where the concrete windowsills are lying on the ground.

#### New Business

- Cathy reported that the internet has been cutting in and out recently. She checked with past secretary Maureen Agar about the router. The trust owns the router and it is more than 10 years old. Both TCC and an IT tech with whom Cathy checked felt that the router should be replaced.
- A router can be rented from TCC at a cost of \$6/month. TCC is our internet provider. If we purchase our own router, we are responsible for the set-up and any issues that may arise. If we rent from TCC, they will look after set-up and will deal with any issues to their equipment.

**Moved by Ray, seconded by Neil to rent a router from TCC. Carried.**

9. In Camera – Not Required

10. Adjournment

**Motion for adjournment at 7:56 pm by Joe.**

The next meeting is scheduled for Thursday December 3, 2020 @ 7:00 pm.

Chair Christie Little \_\_\_\_\_

## PROPERTY MANAGER'S REPORT

OCT. 2020

Post Office

Busy month!

I met with Dejong Heating and cooling. Our new water heater is installed!

A real pain trying to get rid of old one. Numerous phone calls (on hold a lot) with Enercare!

I met with Cathy and scoped out where we need added lighting on building.

I started boiler. Had trouble as I didn't know the post office was running new air unit on heat. Asked them to shut it off and leave off. Bled all rads, etc. Spent a week tweaking it as Postmaster was too hot and top tenant too cold! (thermostat up and down) Asked them to add blankets on rads again and leave thermostat at 70 degrees.

I was called in by Postmaster to deal with some water on the floor around old water heater. Done.

I met with Elligsen Electric and went over all lighting issues and figured out the best way to run conduit, wires, switches etc. They will also repair outlet in tenant's apt.

I met with Montgomery Comfort center to load old water heater. Done.

I continue to monitor loose brick on front/side of building and clean up.

I checked and recorded all Fire extinguishers and Emergency lights.

I am cleaning out dehumidifier in basement as needed. (Filling floor drain trap with water)

I am adding salt to conditioner as needed.

I continue to clean up garbage, etc. on property.

I check in regularly with Post office employees. (issues?)

All good!

LHIN

Closed per Covid - 19

All is good!

P.M. Chance Coombs

13-22-5

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December 10, 2020

## AMO Policy Update – COVID-19 Municipal Financial Impacts, Supportive Housing Expansion, COVID-19 Modelling and Emergency Orders Extended, and Fall Legislative Session Adjourned

### Financial Accountability Office Reports on Financial Impacts of COVID-19 on Ontario Municipalities

Today, the Financial Accountability Office (FAO) released its [report](#) on COVID-19 and Ontario's Municipal Finances, finding that the pandemic will ultimately result in a cost of \$6.8 billion in lost revenues and expenses for municipal governments. The report also affirms the importance of federal and provincial support through the Safe Restart Agreement (SRA) which provides \$4 billion in critical assistance to municipalities which, together with municipal cost saving measures, has mitigated the negative financial impact in 2020. However, support in 2021 is limited to transit impacts in the first quarter.

The FAO report's conclusions are consistent with AMO's understanding of the pandemic's financial impact on municipalities and the importance of access to continued support to avoid service reductions, use of reserves for capital projects, increased property taxes, or resort to deficit budgets.

AMO responded to the report through a [new release](#) acknowledging the financial impacts and noting that AMO and FCM continue to advocate for the extension of the Safe Restart Agreement to address 2021 financial impacts.

#### Report Highlights:

##### COVID-19 Impact on Municipal Finances:

- COVID-19 will have a negative impact on municipal budgets of \$6.8 billion ultimately, projected to be \$4.1 billion in 2020 and \$2.7 billion in 2021.
- The pandemic reduced revenues by \$4.7 billion and will likely increase expenses by 2.1 billion over the two years.

- Municipalities saved of \$1.1 billion through layoffs, reduced transit, recreation services, and cancelled programming in 2020.
- The Safe Restart Agreement funding provided \$2 billion to municipalities to date. The remaining \$2 billion is to be provided for those able to demonstrate outstanding general operating pressures in 2020 and transit pressures in 2020 and Q1 of 2021.

#### 2021 Implications:

- Together municipal cost savings and federal and provincial financial support have mitigated negative municipal budget impacts in 2020, but the projected \$2.7 billion (\$0.9 billion transit and \$1.8 billion operating) in 2021 will only be partially offset by SRA support.
- This may require municipalities to access reserves, the availability of which will vary throughout the sector; reduce services or other measures to contain costs; or reduce budget surpluses/run deficits to manage financial needs.

AMO has cautioned that service reductions or deferring capital investments because of COVID-19 cost pressures would have the affect of undermining Ontario's economic recovery.

### **Ontario Expanding Supportive Housing**

The government announced it is expanding funding for Supportive Housing. Over \$47 million in investments will strengthen supports for individuals with mental health and addictions issues who are either homeless or at-risk of becoming homeless. The initiative is part of the implementation of the Roadmap to Wellness plan.

### **COVID-19 Modelling and Emergency Order Extension**

Solicitor General, Sylvia Jones, announced today that the Province would extend all Emergency Orders under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 (ROA) until January 20, 2021. These include orders related to the reopening stages and areas currently in lockdown.

Later in the day, the Ontario Chief Medical Officer of Health, Dr. David Williams, released updated pandemic modelling showing growth in cases, ICU bed occupancy, and mortality. The modelling suggests that relaxing current public health restrictions would increase cases, ICU demand and mortality, and noted that current restrictions were much less restrictive on mobility than during the spring.

In addition, the presentation noted that inadequate housing, multi-generational housing, and the prevalence of essential workers outside of health care settings all presented risks for case growth.

### **Ontario Legislature Adjourned**

The Fall session of the Legislature wrapped up on Tuesday. The next session will begin on February 16<sup>th</sup>, 2021.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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13-22-6

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December 11, 2020

## AMO Policy Update – New Stronger Public Health Measures

The Ontario government, in consultation with provincial and local public health, is moving seven public health regions to new levels with stronger public health measures, including Windsor-Essex County Health Unit and York Region Public Health moving into Grey-Lockdown. The regional levels and specific public health measures are in the *[Keeping Ontario Safe and Open Framework](#)*.

Based on the latest data, the following public health regions will move from their current levels in the framework to the following levels **effective Monday, December 14, 2020 at 12:01 a.m.:**

- Grey-Lockdown
  - Windsor-Essex County Health Unit; and
  - York Region Public Health
- Red-Control
  - Middlesex-London Health Unit;
  - Simcoe Muskoka District Health Unit; and
  - Wellington-Dufferin-Guelph Public Health
- Orange-Restrict
  - Eastern Ontario Health Unit
- Yellow-Protect
  - Leeds, Grenville and Lanark District Health Unit.

All other public health regions will remain at their current levels. Please see [COVID-19 Regional Public Health Measures and Restrictions](#) for the full regional list.

For long-term care homes, [visitor restrictions](#) apply to those homes in the public health unit regions that are in the Orange-Restrict level or higher. In addition, long-term care homes must implement recently [enhanced testing requirements](#).

Trends in public health data continue to be reviewed weekly to determine if public health units should stay where they are or be moved into different levels. Public health

units will stay in their levels for a minimum of 28 days, or two COVID-19 incubation periods, at which time, the government will assess the impact of public health measures to determine if the public health unit should stay where it is or be moved to a different level. The government and the Chief Medical Officer of Health will continue to consult regularly with local medical officers of health on local context and conditions to help inform the classification of their public health unit regions.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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14-22-1

# MUNICIPALITY OF HURON EAST

December 15, 2020

## MOTION

*Moved by* .....

*Seconded by* .....

THAT:

The following tax reductions (Minutes of Settlement) as authorized under Section 39.1 of the *Assessment Act*, R.S.O. 2000, as amended, be approved under Section 361(10.1) of the *Municipal Act*, R.S.O. 2001, as amended.

Name/Roll#	Assessment Changed				Tax Reduction	Effective Date
Nigh Brian 160-003-01100	RT	430,000	to	FT RT	273,900 160,100	2,231.93 Jan 1/20
Glanville Edward 160-030-04200	RT	356,000	to	RT	288,000	813.71 Jan 1/20
Mulder Lucia 380-009-00600	FT RT	837,100 118,900	to to	FT	854,000 0	1,233.01 Jan 1/20
Stuebing Donald 420-016-03400	RT	106,000	to	RT	77,000	316.96 Jan 1/20
Molesworth Farm 420-001-06800	IT CT	786,175 1,710,825	to to	IT CT	1,790,230 670,724	707.33 Jan 1/19

**Section 361 (Change of Assessment) Reductions**

**\$5,302.94**

## MUNICIPALITY OF HURON EAST

December 15, 2020

### MOTION

*Moved by .....*

*Seconded by .....*

THAT:

The following tax reductions (Amended Property Assessment Notice) as authorized under Section 32(1.1) and Section 19(7) of the Assessment Act, R.S.O. 2000, as amended, be approved under Section 362 of the Municipal Act, R.S.O., 2001, as amended.

Name/Roll#	Assessment Changed				Tax Reduction	Effective Date	
Wynja Allen 160-006-01800	RT	2,049,000 0	to to	RT FT	246,300 1,802,700	14,981.50	Jan 1/20
Klessens Dairy Farms Ltd 160-008-01400	RT	2,803,000 0	to to	RT FT	473,700 2,329,300	19,357.83	Jan 1/20
Kemerink Acres Inc 160-012-00325	RT	1,600,000	to	FT	1,600,000	13,296.92	Jan 1/20
Kemerink Acres Inc 160-012-00400	RT	3,205,000 0	to to	RT FT	179,400 3,025,600	25,144.50	Jan 1/20
Cooper Scott 160-022-02200	RT	1,806,000 0	to to	RT FT	148,700 1,657,300	13,773.13	Jan 1/20
Cooper Scott 160-022-02300	RT	751,000	to	FT	751,000	6,241.25	Jan 1/20
Cooper K June 160-022-02600	RT	1,932,000 0	to to	RT FT	187,000 1,745,000	14,501.96	Jan 1/20
M W Campbell Acres 160-024-00100	RT	1,402,000 0	to to	RT FT	125,000 1,277,000	10,612.61	Jan 1/20
MJD Farms Ltd 380-004-01300	RT	1,064,000 0	to to	RT FT	156,100 907,900	7,398.52	Jan 1/20

Name/Roll#		Assessment Changed				Tax Reduction	Effective Date
McKillop Heights Ltd 380-005-04100	RT	580,000 0	to to	RT FT	196,500 383,500	3,125.16	Jan 1/20
McKillop Heights Ltd 380-005-04101	RT	469,000	to	FT	469,000	3,821.89	Jan 1/20
Webster Ruth 380-005-04500	RT	959,000 0	to to	RT FT	102,900 856,100	6,976.38	Jan 1/20
McKillop Heights Ltd 380-006-03300	RT	1,249,000	to	FT	1,249,000	10,178.14	Jan 1/20
McKillop Heights Ltd 380-006-03400	RT	820,000	to	FT	820,000	6,682.21	Jan 1/20
Alcock Brian 380-011-03100	RT	1,642,000 0	to to	RT FT	190,700 1,451,300	11,826.68	Jan 1/20
Wiederman Anton 380-012-00300	RT	1,917,000 0	to to	RT FT	230,200 1,686,800	13,745.80	Jan 1/20
Stricker Wilfred 380-013-00200	RT	663,000 0	to to	RT FT	185,700 477,300	3,889.54	Jan 1/20
2684531 Ontario Inc 380-013-07900	RT	1,476,000	to	FT	1,476,000	12,027.97	Jan 1/20
Bachert Marvin 380-014-04400	RT	1,536,500 0	to to	RT FT	16,770 1,368,800	11,154.39	Jan 1/20
Thompson Larry 420-001-00600	RT	1,249,000 0	to to	RT FT	386,000 863,000	7,156.56	Jan 1/20
Kerr Keith 420-005-04100	RT	723,000	to	FT	723,000	5,995.58	Jan 1/20
Hensall District Co-Op 420-009-04320	RT	126,800	to	FT	126,800	1,051.48	Jan 1/20
Bouwman Benjamin 420-011-04055	RT FT	115,000 0	to to	RT FT	23,800 91,200	756.29	Jan 1/20

<b>Name/Roll#</b>	<b>Assessment Changed</b>					<b>Tax Reduction</b>	<b>Effective Date</b>
Martin Paul 420-014-00300	RT	263,000	to	FT	263,000	2,180.97	Jan 1/20
Stark Elise 420-014-00800	RT	304,000 0	to	RT FT	160,500 143,500	1,189.99	Jan 1/20
Gillis John 420-015-02005	RT	815,000 0	to to	RT FT	171,600 643,400	5,335.49	Jan 1/20
Gillis John 420-015-02200	RT	638,000	to	FT	638,000	5,290.71	Jan 1/20
Lee Christopher 420-017-00800	RT	1,185,700 0	to to	RT FT	416,700 769,000	6,377.03	Jan 1/20
Galbraith Ryan 420-017-02700	RT	678,000	to	FT	678,000	5,622.40	Jan 1/20
Huron East Municipality 440-012-09900	RT	213,000	to	FT	213,000	2,068.28	Jan 1/20
Fritz Timothy 420-014-00700	RT	910,000	to	FT	910,000	7,546.30	Jan 1/20
Fritz Gregory 420-015-01101	RT	398,000	to	FT	398,000	3,300.47	Jan 1/20
Fritz Gregory 440-014-01200	RT	60,000	to	FT	60,000	582.61	Jan 1/20
Property to be Released 440-014-01402	RT	30,000	to		0	388.40	Jan 1/20
Property to be Released 440-014-01403	RT	29,500	to		0	381.94	Jan 1/20

**Total Section 362's (Tax Incentive Approval)**

**\$263,960.88**



# MUNICIPALITY OF HURON EAST

December 15, 2020

## MOTION

*Moved by* .....

*Seconded by* .....

THAT:

The following applications for the cancellation, reduction and refund of taxes under the provisions of Section 357 of the Municipal Act, R.S.O. 2001 as amended, be approved as presented:

Name/Roll#	Assessment Changed					Tax Reduction	Effective Date
Kroesbergen John 160-021-07701	RT	257,161	to	RT	155,387	866.52	June 1/19
	RT	283,000	to	RT	171,000	<u>1,253.01</u>	Jan 1/20
	Demolition					2,119.53	
Klaver John 160-022-03100	FT	1,070,600	to	FT	1,058,360	14.91	Aug 1/18
	FT	1,235,000	to	FT	1,220,880	<u>39.84</u>	Jan 1/19
	Demolition					54.75	
Whyte Joanna 380-005-04400	RT	110,958	to	RT	15,045	39.84	July 11/19
	RT	118,000	to	RT	16,000	<u>1,095.28</u>	Jan 1/20
	Demolition					1,135.12	
Eckel Raymond 380-006-04000	RT	177,000	to	RT	130,000	126.86	Oct 1/20
Eedy Robert 380-009-02400	Demolition						
	RT	43,700	to		0	152.24	Aug 24/20
	FT	2,384,600	to	FT	2,400,300		
Martene Steve 390-026-01400	Demolition						
	RT	100,750	to	RT	38,605	580.30	April 22/19
	RT	107,000	to	RT	41,000	<u>893.77</u>	Jan 1/20
Damaged by Fire					1,474.07		
Bishop Morgan 440-003-02500	RT	101,000	to	RT	27,500	951.61	July 24/20
Exel Gerald 440-015-00200	Demolition						
	RT	113,000	to	RT	29,000	106.01	Nov 27/19
	RT	113,000	to	RT	29,000	<u>1,087.55</u>	Jan 1/20
Demolition					1,193.56		
Total Section 357-Refund of taxes						\$7,207.74	

## MUNICIPALITY OF HURON EAST

December 15, 2020

### MOTION

*Moved by .....*

*Seconded by .....*

THAT:

The following tax reductions be acknowledged as presented:

**Vacancy Rates (Commercial & Industrial Building), Section 364 of the Municipal Act**

Name/Roll#	Assessment Changed	Tax Reduction	Effective Date
Ko Olina Group Inc 160-021-05500	CT 71,525	150.43	Jan 1/2019
MacLellan Welding Ltd 160-021-08900	CT 158,004 IT 66,406	332.31 <u>139.89</u> 472.20	Jan 1/2019
Vanastra Packaging 160-031-25401	IT 113,700	325.73	Jan 1/2019
Flowers Andrew 380-001-00300	CT 158,100	324.73	Jan 1/2019
Inkratas John 390-013-02300	CT 111,000	258.13	Jan 1/2019
Seaforth Elevator 390-017-02800	CT 58,822	136.79	Jan 1/2019
McCall Holdings Inc 440-013-02100	CT 149,800	<u>344.14</u>	Jan 1/2019
Total Vacancy Rebates		2,012.15	

**CORPORATION OF THE MUNICIPALITY OF HURON EAST**

**BY-LAW No. 75 for 2020**

**“Being a By-law to deem Lots 242, 243, 248 and 249, Plan 192 (Brussels) not to be part of a registered plan of subdivision.”**

**WHEREAS** Section 50(4) of the Planning Act, R.S.O. 1990, as amended, authorizes Council of a local municipality to designate any plan of subdivision or part thereof that has been registered for eight years or more as not being a Plan of Subdivision for subdivision control purposes;

**AND WHEREAS** it is deemed expedient in order to control adequately the development of certain lands in the municipality that a by-law be enacted pursuant to the said Section 50(4);

**NOW THEREFORE**, Council of the Corporation of the Municipality of Huron East enacts as follows:

1. The following lands and premises are deemed not to be within a registered Plan of Subdivision pursuant to subsection 4 of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended:

Lots 243, 244, 248 and 249 Plan 192, Brussels Ward, Municipality of Huron East, County of Huron

2. The property owner shall be responsible to have this by-law registered at their expense in the appropriate land registry office. A registered copy of the by-law shall be provided to the Municipality.
3. The Mayor and the Clerk are hereby authorized to sign all necessary documents and take such further actions as may be necessary for the due carrying out of the foregoing.
4. This by-law shall come into force and effect upon the date of final passing.

READ A FIRST AND SECOND TIME this 15<sup>th</sup> day of December, 2020.

READ A THIRD TIME AND FINALLY PASSED this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 78 FOR 2020**

Being a by-law to repeal By-Law 28-2018 and to enter into an agreement with the Township of North Huron to provide the services of a Fire Chief.

**WHEREAS** Section 2 (5) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) authorizes a municipality to enter into agreements with other municipalities to provide or receive fire protection services;

**AND WHEREAS** Section 6 (2) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) authorizes the councils of two or more municipalities to appoint one Fire Chief for two or more fire departments;

**AND WHEREAS** under the provisions of By-Law 28-2018, the Municipality of Huron East entered into an agreement to provide the services of a Fire Chief to the Township of North Huron;

**AND WHEREAS** the Township of North Huron has, pursuant to Section 6 (2) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) passed By-Law 38-2018 appointing Marty Bedard as Fire Chief of the North Huron Fire Department;

**AND WHEREAS** the terms of the previous agreement authorized by Huron East By-Law 28-2018 expire on the 31<sup>st</sup> day of December, 2020 and the Councils of both Municipalities are desirous of entering into an Agreement to continue the provision of Fire Chief services by the Municipality of Huron East for the Township of North Huron;

**AND WHEREAS** Section 5 (3) of the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East **ENACTS AS FOLLOWS:**

1. That By-Law 28-2018 is hereby repealed.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and execute an agreement attached hereto to provide the Township of North Huron with the services of a Fire Chief.
3. That this by-law shall come into force and take effect on the 1<sup>st</sup> day of January, 2021.

**READ** a first and second time this 14<sup>th</sup> day of December, 2020.

**READ** a third time and finally passed this 14<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk



**THIS AGREEMENT made this 15<sup>th</sup> day of December, 2020**

**BETWEEN:**

**The Corporation of the Municipality of Huron East  
(Hereinafter called "Huron East")**

**THE PARTY OF THE FIRST PART**

**-and-**

**The Corporation of the Township of North Huron  
(Hereinafter called "North Huron")**

**THE PARTY OF THE SECOND PART**

**WHEREAS** Subsection 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended ("*FPPA*"), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

**AND WHEREAS** Huron East operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

**AND WHEREAS** North Huron wishes to engage Huron East to provide Fire Chief Services to the operation of North Huron's fire protection services, and Huron East agrees to do so, on the terms and condition set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Huron East and North Huron mutually agree as follows:

**1. Definitions**

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire department of North Huron with the duties and responsibilities assigned by *FPPA*;
- c. "North Huron CAO" means the Chief Administrative Officer for North Huron; and
- d. "Huron East CAO" means the Chief Administrative Officer for Huron East.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on January 1<sup>st</sup>, 2021 and will automatically terminate on December 31, 2023 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Chief**

The North Huron Council has by By-Law 38-2018, appointed Huron East's Fire Chief to also act as North Huron's Fire Chief

4. **Fire Chief Services**

Subject to the terms and conditions of this Agreement, Huron East will provide to North Huron, Fire Chief Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, North Huron will pay to Huron East the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of North Huron**

North Huron represents and warrants to Huron East that North Huron will be solely responsible for, and will ensure, the following:

- a. Adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of North Huron; and
- b. North Huron supports and works cooperatively with the Fire Chief in order to operate the North Huron Fire Department.

7. **Obligations of Huron East**

Huron East represents and warrants to North Huron that Huron East will be responsible for, and will ensure, the following:

- a. Adequate notice is provided to North Huron immediately upon Huron East being aware of changes to the Fire Chief's employment status, and without intending to limit the generality of the foregoing, Huron East shall give notice to North Huron: in the event the Fire Chief's employment is terminated; upon Huron East becoming aware the Fire Chief is leaving the employment of Huron East for any reason (temporary or permanent); or, in the event the Fire Chief dies or becomes unable to work because of disability;
- b. the Fire Chief provides the Services and fulfills the obligations as set out in this Agreement.

8. **Obligations of the Fire Chief**

In addition to the Fire Chief Services as set out in Schedule A attached hereto, the Fire Chief will be responsible for ensuring and recommending to North Huron Council:

- a. Adequate facilities, equipment and personnel are provided for the operation of the North Huron Fire Department, including, but not limited to, a functional staff complement who have the skills, abilities and experiences to, and do, properly



perform the duties and responsibilities of their respective positions. In consultation with North Huron's CAO, the Fire Chief is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with North Huron's Human Resource Policies.

- b. Adequate fire protection service levels are provided for in North Huron; and
- c. Proper management of the North Huron Fire Department in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

9. **Insurance**

North Huron will pay for and maintain for its own benefit and for Huron East's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the North Huron Fire Department and the Fire Chief Services provided by Huron East hereunder to North Huron, including, but not limited to, liability and property damage insurance. North Huron will provide Huron East with satisfactory confirmation of its compliance with this Section 9 and/or copies of the insurance policies when requested by Huron East. Huron East agrees that anyone claiming by, through, under or on behalf of North Huron will have no claim, right of action or right of subrogation against Huron East based on any loss or liability insurance under the above insurance.

10. **Indemnity**

North Huron willfully indemnify and save Huron East, as well as all of its respective officers, councillors, employees (including, but not limited to, Huron East's Fire Chief), independent contractors and agents (collectively, "Huron East indemnitees" under this Section 10) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Huron East indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the Huron East indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or
- b. any act, neglect, default, or breach of applicable law, of or by North Huron and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that North Huron will not indemnify and save harmless the Huron East indemnitees for any such costs that:

- (i) result from the negligence of the Huron East indemnitees;
- (ii) arise from any breach by the Huron East indemnitees of any provision of this Agreement; or

- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Huron East indemnitees performed in bad faith.

#### **11. Nature of Relationship**

- a. Huron East is not, nor is any person employed or retained by Huron East in the provision of the Services, an employee of North Huron, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. Huron East will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Huron East will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of North Huron in doing so.

#### **12. Dispute Resolution**

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief, then the parties agree to participate in the following dispute resolution procedure:
  - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
  - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of North Huron each agree to appoint two (2) members to work with two (2) members of the other municipality to resolve the dispute or disagreement.
  - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
  - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have

agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.

- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Huron East will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

### **13. Termination**

- a. Huron East's provision of the Services under this Agreement will automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless North Huron and Huron East enter into a written agreement, no later than 6 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Huron East's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
  - (i) By either party, without cause, upon giving at least 120 days' written advance notice to the other party of the termination date.
  - (ii) By either party, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other party. For greater certainty and without intending to limit the generality of the foregoing, a party will have cause to terminate Huron East's provision of the Services under this Agreement if it is determined, by that party acting reasonably, that continued provision of the Services is not in the best interests of that party and/or is likely to risk exposing that party to liability and/or that a fundamental breach of the Agreement has been committed by the other party, including, but not limited to, any breach by North Huron of its obligations under Section 6 of this Agreement.
  - (iii) By Huron East if it is unable to provide the Services under this Agreement, including, but not limited to, in the event of the death, disability or termination of employment of Huron East's Fire Chief, without any obligation to provide any advance notice or compensation in lieu of notice to North Huron.

- (iv) By mutual agreement of both parties.

The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Huron East's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

#### **14. General**

a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of North Huron and Huron East, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing January 1<sup>st</sup>, 2021, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

\_\_\_\_\_  
Bernie Bailey , Reeve

\_\_\_\_\_  
Carson Lamb, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

\_\_\_\_\_  
Bernie MacLellan, Mayor

\_\_\_\_\_  
Brad Knight, CAO/Clerk-Administrator

We have authority to bind the Corporation.



**SCHEDULE A**  
**"SERVICES"**

**1. Services**

Huron East will provide the following administrative and supervisory services (which, for greater certainty, will be provided by Huron East's Fire Chief):

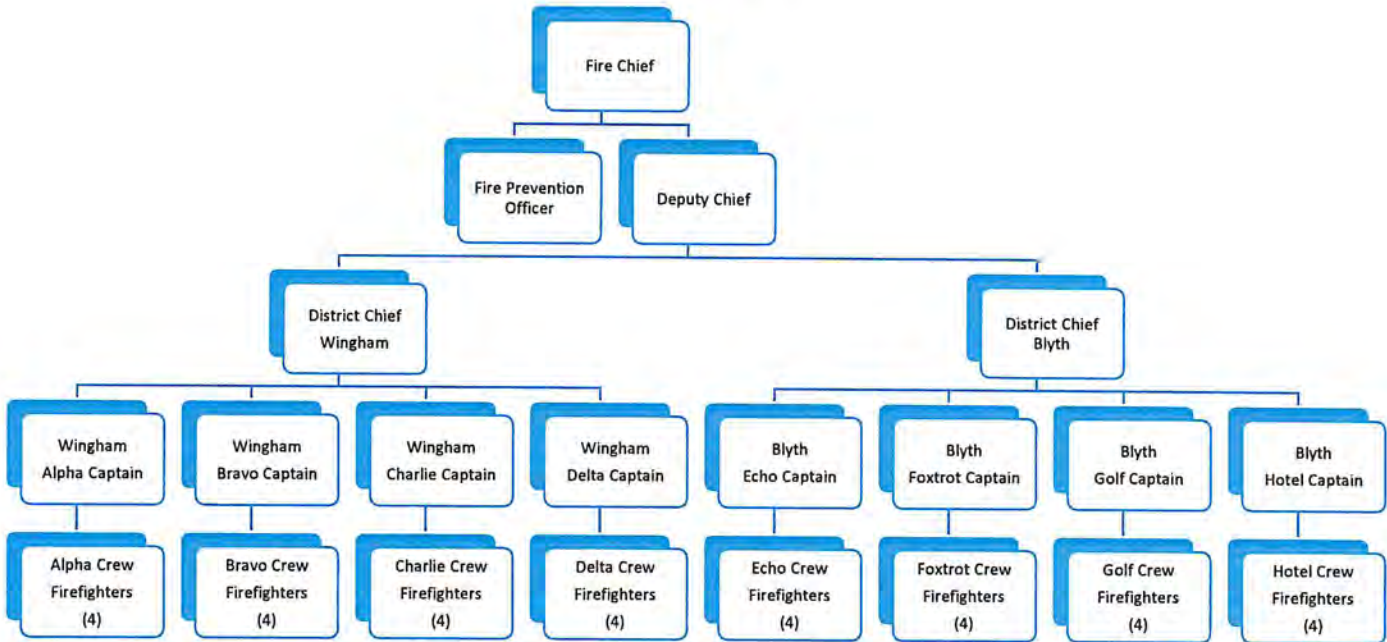
- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by North Huron Chief Building Official or designate;
- e. Managing the functions of the North Huron Fire Department and staff on behalf of North Huron, including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the North Huron Fire Department through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the North Huron Fire Department, including approval of all expenditures;
- h. Representing the North Huron Fire Department when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a Monthly Activity report to the Council of North Huron;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;

- o. Establishing duties and responsibilities for North Huron Fire Department personnel;
- p. Overseeing the Fire specific Health and Safety program for North Huron;
- q. Overseeing the maintenance, repair and replacement of the equipment and assets of the North Huron Fire Department;
- r. Designating responsibilities and duties specific to the Emergency Control Group that represents North Huron in emergency planning;
- s. Overseeing administrative services in respect to the North Huron Fire Department, including, but not limited to, payroll, reporting, etc.;
- t. Administering fire service contracts and mutual aid contracts;
- u. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested;
- v. In conjunction with the Deputy Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation; and
- w. Such other services as amended and mutually agreed upon from time to time by the parties.

2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:

- a. Huron East's Fire Chief will respond to, and communicate with, the North Huron CAO as required. However, primary reporting and supervision of Huron East's Fire Chief remains with the Huron East CAO and will follow existing Huron East Human Resources policies.
- b. North Huron Fire Department personnel will continue to be employees of North Huron and will continue to follow Human Resource policies as set forth by North Huron. Notwithstanding the foregoing, North Huron Fire Department personnel will follow SOGs as prescribed by the Huron East Fire Chief and will receive direction from the Huron East Fire Chief.
- c. The organizational structure of the North Huron Fire Department is as follows with Huron East's Fire Chief as Fire Chief of North Huron:

Fire Department of North Huron  
Organizational Chart  
March 2020



- d. The Fire Chief will be an employee of Huron East. Huron East will designate 50% of the working time of the Fire Chief to providing administration, oversight, and services to North Huron.
  
- e. North Huron employs a Deputy Chief. The Deputy Chief position provides administrative support to the Fire Chief and assists in the planning, co-ordination, operation and efficiency of the North Huron fire stations. North Huron commits to providing administrative services in respect of the North Huron Fire Department.

**SCHEDULE B**  
**"Fee-for-Service"**

1. **General Principle** – The general agreement in principle between North Huron and Huron East is that North Huron will compensate Huron East 50% of the costs incurred by Huron East to properly provide the Services under this Agreement. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for an Office of the Fire Chief to include but not limited to the following expense categories.

- i) Fire Chief salary and benefits
- ii) Fire Chief's Office – training, seminars/conference<sup>1</sup>
- iii) Fire Chief's Office – telecommunication expense
- iv) Fire Chief's Office – office and equipment supplies
- v) Fire Chief's Office – uniform expenses
- vi) Fire Chief's Office – office and meeting expenses

<sup>1</sup> includes mileage and expenses to attend meetings/seminars

2. Under the provisions of the initial 2018 Agreement, the Municipalities of Huron East and North Huron agreed to purchase a vehicle for the exclusive use of the Fire Chief. All costs associated with the purchase of the vehicle, fuel, maintenance and insurance shall be split equally between the Municipalities.
3. All equipment and supplies for the provisions of the Fire Chief's duties shall be obtained on a 50/50% basis unless otherwise agreed to by both Municipalities and any proceeds from the disposal of such equipment and supplies shall be prorated on the same percentage that the equipment and supplies were acquired.
4. The Huron East Fire Chief shall annually prepare a budget of the expenses of the Office of the Fire Chief and shall provide the same for review by the Council of the Municipality of North Huron. The said budget of the Office of the Fire Chief shall require the approval of the Municipality of Huron East.

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 79 FOR 2020**

Being a by-law to repeal By-Law 29-2018 and to enter into an agreement with the Township of North Huron to provide the services of a Fire Protection Officer to the Municipality of Huron East.

**WHEREAS** Section 2 (5) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) authorizes a municipality to enter into agreements with other municipalities to provide or receive fire protection services;

**AND WHEREAS** Section 2 (2) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) requires municipalities to establish programs in the municipality which must include public education with respect to fire safety and certain components of fire prevention;

**AND WHEREAS** under the provisions of By-Law 29-2018 the Municipality of Huron East entered into an agreement with the Township of North Huron to utilize the services of North Huron's Fire Prevention Officer as a Fire Prevention Officer for the Municipality of Huron East under the direction of the Huron East Fire Chief;

**AND WHEREAS** under the provisions of By-Law 30-2018, the Municipality of Huron East appointed Michael Roess as a Fire Prevention Officer;

**AND WHEREAS** the terms of the previous agreement authorized by Huron East By-Law 28-2018 expire on the 31<sup>st</sup> day of December, 2020 and the Councils of both Municipalities are desirous of entering into an agreement to continue the provision of the services of a Fire Prevention Officer by the Township of North Huron to the Municipality of Huron East;

**AND WHEREAS** Section 5 (3) of the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East  
**ENACTS AS FOLLOWS:**

1. That By-Law 29-2018 is hereby repealed.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and execute an agreement attached hereto with the Township of North Huron to receive the services of a Fire Prevention Officer from the Township of North Huron.
3. That this by-law shall come into force and take effect on the 1<sup>st</sup> day of January, 2021.

**READ** a first and second time this 15<sup>th</sup> day of December, 2020.

**READ** a third time and finally passed this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk



**THIS AGREEMENT made this 15<sup>th</sup> day of December, 2020**

**BETWEEN:**

**The Corporation of the Municipality of Huron East  
(Hereinafter called "Huron East")**

**THE PARTY OF THE FIRST PART**

**-and-**

**The Corporation of the Township of North Huron  
(Hereinafter called "North Huron")**

**THE PARTY OF THE SECOND PART**

**WHEREAS** Section 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended ("*FPPA*"), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire prevention services;

**AND WHEREAS** Huron East and North Huron have entered into an Agreement whereby Huron East has agreed to provide Fire Chief Services to North Huron;

**AND WHEREAS** under Section 7.1 (4) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4 as amended ("*FPPA*"), North Huron has appointed a Fire Prevention Officer to provide public education and fire prevention services

**AND WHEREAS** Huron East wishes to engage North Huron to provide the services of the Fire Prevention Officer to Huron East and both municipalities are desirous to enter into an Agreement under the provisions of Section 2(4) of the *Fire Protection and Prevention Act*, 1990, S.O. 1997, Chapter 4;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Huron East and North Huron mutually agree as follows:

**1. Definitions**

In this Agreement:

- a. "FPO" means the Fire Prevention Officer appointed under subsection 2(2) of the *FPPA*;
- b. "North Huron CAO" means the Chief Administrative Officer for North Huron; and



c. "Huron East CAO" means the Chief Administrative Officer for Huron East.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on January 1<sup>st</sup>, 2021 and will automatically terminate on December 31<sup>st</sup>, 2023 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Prevention Officer**

Huron East Council has by By-Law 30-2018 appointed North Huron's Fire Prevention Officer Michael Roess as Huron East's Fire Prevention Officer.

4. **Fire Prevention Officer Services**

Subject to the terms and conditions of this Agreement, North Huron will provide to Huron East, Fire Prevention Officer Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, Huron East will pay to North Huron the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of Huron East**

Huron East represents and warrants to North Huron that Huron East will be solely responsible for, and will ensure, the following:

- a. Adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of Huron East; and
- b. Huron East supports and works cooperatively with the Fire Prevention Officer in order to provide fire inspection services and education within Huron East, such services to be under the direction of the Huron East Fire Chief

7. **Obligations of North Huron**

North Huron represents and warrants to Huron East that North Huron will be responsible for, and will ensure, the following:

- a. Adequate notice is provided to Huron East immediately upon North Huron being aware of changes to the Fire Prevention Officer's employment status, and without intending to limit the generality of the foregoing, North Huron shall give notice to Huron East: in the event the Fire Prevention Officer's employment is terminated; upon North Huron becoming aware the Fire Prevention Officer is leaving the employment of North Huron for any reason (temporary or permanent); or, in the event the Fire Prevention Officer dies or becomes unable to work because of disability;
- b. The Fire Prevention Officer provides the Services and fulfills the obligations as set out in this Agreement.

8. **Insurance**

Huron East will pay for and maintain for its own benefit and for North Huron's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Huron East Fire Department and the Fire Prevention Officer

Services provided by North Huron hereunder to Huron East, including, but not limited to, liability and property damage insurance. Huron East will provide North Huron with satisfactory confirmation of its compliance with this Section 8 and/or copies of the insurance policies when requested by North Huron. North Huron agrees that anyone claiming by, through, under or on behalf of Huron East will have no claim, right of action or right of subrogation against North Huron based on any loss or liability insurance under the above insurance.

**9. Indemnity**

Huron East willfully indemnify and save North Huron, as well as all of its respective officers, councillors, employees (including, but not limited to, North Huron's Fire Prevention Officer), independent contractors and agents (collectively, "North Huron indemnitees" under this Section 9) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the North Huron indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the North Huron indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or
- b. any act, neglect, default, or breach of applicable law, of or by Huron East and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Huron East will not indemnify and save harmless the North Huron indemnitees for any such costs that:

- (i) result from the negligence of the North Huron indemnities;
- (ii) arise from any breach by the North Huron indemnities of any provision of this Agreement; or
- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the North Huron indemnitees performed in bad faith.

**10. Nature of Relationship**

- a. North Huron is not, nor is any person employed or retained by North Huron in the provision of the Services, an employee of Huron East, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. North Huron will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, North Huron will have full discretion as to the means, method and manner of providing the

Services and will not be subject to the control and/or direction of Huron East in doing so.

## **11. Dispute Resolution**

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Prevention Officer, then the parties agree to participate in the following dispute resolution procedure:
  - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
  - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of North Huron each agree to appoint two (2) members to work with two (2) members of the other municipality to resolve the dispute or disagreement.
  - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
  - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, North Huron will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

## **12. Termination**

- a. North Huron's provision of the Services under this Agreement will automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Huron East and North Huron enter into a written Agreement, no later than 6 months before the expiry of the current Agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. North Huron's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
  - (i) By either party, without cause, upon giving at least 120 days' written advance notice to the other party of the termination date.
  - (ii) By either party, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other party. For greater certainty and without intending to limit the generality of the foregoing, a party will have cause to terminate North Huron's provision of the Services under this Agreement if it is determined, by that party acting reasonably, that continued provision of the Services is not in the best interests of that party and/or is likely to risk exposing that party to liability and/or that a fundamental breach of the Agreement has been committed by the other party, including, but not limited to, any breach by Huron East of its obligations under Section 6 of this Agreement.
  - (iii) By North Huron if it is unable to provide the Services under this Agreement, including, but not limited to, in the event of the death, disability or termination of employment of North Huron's Fire Prevention Officer, without any obligation to provide any advance notice or compensation in lieu of notice to Huron East.
  - (iv) By mutual Agreement of both parties.

The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates North Huron's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

## **13. General**

### **a. Choice of Law**

The provisions of this Agreement shall be construed and interpreted in

accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Huron East and North Huron, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing January 1<sup>st</sup>, 2021, and cancels and supersedes any prior understandings and Agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

\_\_\_\_\_  
Bernie MacLellan, Mayor

\_\_\_\_\_  
Brad Knight, CAO/Clerk-Administrator

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

\_\_\_\_\_  
Bernie Bailey, Reeve

\_\_\_\_\_  
Carson Lamb, Clerk

We have authority to bind the Corporation.



**SCHEDULE A**  
**"SERVICES"**

**1. Services**

North Huron will provide the following Fire Prevention Officer services to Huron East and shall be under the direction and supervision of the Huron East Fire Chief:

- a. Ensure compliance with the fire prevention and enforcement provisions of the FPPA and all other codes and standards;
- b. Act as an Assistant to the Fire Marshal in enforcing the provisions of the FPPA;
- c. Provide public education on fire safety, including giving talks, demonstrations and presentations before community groups, schools and other organizations and institutions;
- d. Complete inspections and fire safety surveys in all classes of buildings, properties and occupancies as required or on a complaint basis;
- e. Examining fire scenes in order to investigate the cause, as required;
- f. Liaise with Huron East personnel regarding the issuance of building permits;
- g. Conform to the rules, regulations and standing orders of the Huron East fire department;
- h. Record and report the findings of all fire inspections and issue orders to improve fire safety;
- i. Serve as liaison with architects, consulting engineers, contractors and owners to ensure fire safety requirements are met;
- j. Attend officers' meetings, council meetings, and other meetings as directed to facilitate the smooth operation of the Huron East department;
- k. Assist with the Huron East's Health & Safety Policy, as needed.

**SCHEDULE B**  
**"Fee-for-Service"**

1. **General Principle** – The general Agreement in principle between Huron East and North Huron is that Huron East will compensate North for payroll costs in exchange for the provision of Fire Prevention Officer services from North Huron equivalent to a service level of one 8-hour day per week.

In addition to payroll costs, Huron East agrees to share equally administration expenses including but not limited to:

- i) Fire Prevention Officer – training, seminars/conferences<sup>1</sup>
- ii) Fire Prevention Officer – telecommunication expense
- iii) Fire Prevention Officer – office and equipment supplies
- iv) Fire Prevention Officer – uniform expenses
- v) Fire Prevention Officer – office and meeting expenses

<sup>1</sup> includes mileage and expenses to attend meetings/seminars

2. Mileage and travel expenses that are incurred for travel within Huron East specifically on behalf of Huron East will be reimbursed by as part of the quarterly billing by North Huron.
3. The annual budget shall be prepared by North Huron for the services of Fire Prevention Officer and shall provide the same for review by the Council of the Municipality of Huron East. It is generally understood and agreed by the Parties to this Agreement that the base payroll costs will increase annually in accordance with North Huron payroll policies with respect to annual wage increases.

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST**

**BY-LAW NO. 80 OF 2020**

Being a by-law to authorize the execution of a service agreement between the Corporation of the Municipality of Huron East and all lower tier municipalities in the County of Huron and the Social Research and Planning Council – United Way Huron-Perth

**WHEREAS** the Municipality of Huron East, and all other lower-tier municipalities in the County of Huron, have formed the Huron County Community Safety and Well-Being Working Group in order to create and develop a Community Safety and Well-Being Plan (the “Plan”) as required by the Police Services Act, 1990;

**AND WHEREAS** the Huron County Community Safety and Well-Being Working Group has deemed it desirable to recommend to their respective Councils to authorize the Social Research and Planning Council proposal dated November 3, 2020, for the development of their Community Safety and Well-Being Plan mandated under Bill 175, the Safer Ontario Act;

**AND WHEREAS** a Service Agreement regarding the Social Research and Planning Council proposal dated November 3, 2020 (the “Agreement”) is attached hereto and forms part of this By-Law;

**AND WHEREAS** the Corporation of the Municipality of Huron East is agreeable to the terms of this Service Agreement.

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That the Mayor and Clerk be and are hereby authorized and instructed to sign the Service Agreement between the Corporation of the Municipality of Huron East, all other lower-tier municipalities in the County of Huron, and the Social Research and Planning Council.

**Read** a first and second time this 15<sup>th</sup> day of December, 2020.

**Read** a third time and finally passed this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk

## SERVICE AGREEMENT

MADE THIS                      day of                      , 2020,

AMONG:

**SOCIAL RESEARCH AND PLANNING COUNCIL – UNITED WAY PERTH-HURON**  
(the “SRPC”) OF THE FIRST PART

and

**THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH  
("ACW") OF THE SECOND PART**

and

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
("North Huron") OF THE THIRD PART

and

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY  
("Morris-Turnberry") OF THE FOURTH PART

and

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST  
("Huron East") OF THE FIFTH PART

and

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON  
("Central Huron") OF THE SIXTH PART

and

**THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER**  
**("Bluewater") OF THE SEVENTH PART**

and

**THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON**  
 ("South Huron") OF THE EIGHTH PART

and

**THE CORPORATION OF THE TOWNSHIP OF HOWICK**  
 ("Howick") OF THE NINTH PART

and

**THE CORPORATION OF THE TOWN OF GODERICH**  
(the "Town") OF THE TENTH PART  
(each a "Party", and collectively, the "Parties")

**WHEREAS** every municipality in Ontario is responsible for adopting a Community Safety and Well-Being Plan (the “Plan”) and must develop it in partnership with an Advisory Committee comprised of representation from police and social service representatives including health/mental health, education, community/social services and children/youth services.

**AND WHEREAS** the Parties agree on the necessity and desirability of entering into an agreement with the Social Research and Planning Council of United Way Perth-Huron for the provision of certain services in relation to the development, creation and implementation of the Plan (the "Agreement");

**AND WHEREAS** the terms and conditions of the agreement between the Parties is attached hereto as "Schedule A".

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

- 1.1. This Agreement shall be in effect from the date on which the last Party signs the Agreement.
- 1.2. ACW, South Huron, Huron East, Central Huron, Goderich, Bluewater, Morris-Turnberry, Howick, and North Huron (the "Lower Tiers"), agree that all costs set out in the Agreement shall be shared equally amongst the Lower Tiers.
- 1.3. Except as may be otherwise stated herein, this Agreement and the attached Schedule "A" constitutes the entire Agreement of the Parties.
- 1.4. Any changes or additions to the Agreement may be introduced by way of Addendum which shall become part of the Agreement upon ratification and signature by all Parties.
- 1.5. The Agreement may be executed in counterparts, which, together, shall constitute a single, binding Agreement. The signature page of each Party, duly executed by an authorized representative of each such Party, may be delivered via email or facsimile transmission, which signature page shall be deemed for all purposes to be an original.

**IN WITNESS WHEREOF** the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

**SOCIAL RESEARCH and PLANNING  
COUNCIL - UNITED WAY PERTH-HURON**

**THE CORPORATION OF TOWNSHIP OF  
NORTH HURON**

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
Bernie Bailey, Reeve

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
Carson Lamb, Clerk

We have authority to bind the corporation.

We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH**

Per: \_\_\_\_\_  
Glen McNeil, Mayor

Per: \_\_\_\_\_  
Florence Witherspoon, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY**

Per: \_\_\_\_\_  
Jamie Heffer, Mayor

Per: \_\_\_\_\_  
Trevor Hallam, CAO  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE MUNICIPALITY  
OF HURON EAST**

Per: \_\_\_\_\_  
Bernie MacLellan, Mayor

Per: \_\_\_\_\_  
Brad Knight, CAO/Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE  
MUNICIPALITY OF CENTRAL HURON**

Per: \_\_\_\_\_  
Jim Ginn, Mayor

Per: \_\_\_\_\_  
Kerri Ann O'Rourke, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE MUNICIPALITY  
OF BLUEWATER**

Per: \_\_\_\_\_  
Paul Klopp, Mayor

Per: \_\_\_\_\_  
Chandra Alexander, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE  
MUNICIPALITY OF SOUTH HURON**

Per: \_\_\_\_\_  
George Finch, Mayor

Per: \_\_\_\_\_  
Rebekah Msuya-Collison, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF  
HOWICK**

Per: \_\_\_\_\_  
Doug Harding, Reeve

Per: \_\_\_\_\_  
Carol Watson, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_

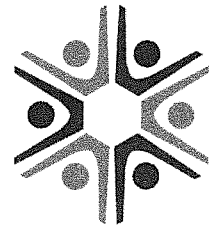
**THE CORPORATION OF THE TOWN OF  
GODERICH**

Per: \_\_\_\_\_  
John C. Grace, Mayor

Per: \_\_\_\_\_  
Andrea Fisher, Clerk  
We have authority to bind the municipal corporation.

Dated: \_\_\_\_\_





Social Research &  
Planning Council

A Supported Partner of United Way Perth-Huron

## **Community Safety and Wellbeing Plans**

### **Bill 175 – Safer Ontario Act, 2018**

Social Research and Planning Council

United Way Perth Huron

November 3, 2020

*Joëlle Lamport-Lewis*

*Director, Social Research*

***Social Research and Planning Council, United Way Perth Huron***

## 1.0 INTRODUCTION

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The Social Research and Planning Council (SRPC), operated by United Way Perth-Huron, is comprised of community representatives who are dedicated to the collection, analysis, and distribution of information relating to social trends and issues in Perth and Huron Counties. The SRPC approaches its work in two ways:

- Commissioning research into specific social issues.
- Developing recommendations for community improvement based on local findings and working collaboratively with community members to implement change.

This proposal lays out the development of the Community Safety and Well-being Plan: (hereafter referred to as the Plan). It is intended to provide specific direction and guidance regarding the engagement activities to be undertaken during this project. The Plan is based on the result of amendments to the *Police Services Act, 1990*, that came into effect on January 1, 2019, which requires municipalities across Ontario to develop and adopt a Community Safety and Well-Being (CSWB). As a result of the COVID-19 pandemic and the continued need for social distancing, the Plan reflects a reliance on virtual engagement methods and digital technologies to obtain input from a wide range of stakeholders from the nine lower-tier municipalities in Huron :

- Ashfield-Colborne-Wawanosh
- Bluewater
- Central Huron
- Goderich
- Howick
- Huron East
- Morris-Turnberry
- North Huron
- South Huron

This Proposal contains the overview of methods to be employed during the development of the Community Safety and Wellbeing Plan and is structured as follows:

- Section 1.0: Introduction
- Section 2.0: Project Overview
- Section 3.0: Guiding Engagement Approach and Principles
- Section 4.0: Approach
- Section 5.0: Schedule
- Section 6.0: Budget

## 2.0 PROJECT OVERVIEW

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Regional municipalities are responsible for adopting the Plan and must develop it in partnership with an Advisory Committee comprised of representation from police and social service representatives including health/mental health, education, community/social services and children/youth services. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that

ensure vulnerable populations receive the help they need from the providers best suited to support them.

The Province of Ontario has provided a framework that supports the mandatory legislative requirements. This framework outlines the tasks, roles, and timelines that are required of each region to be compliant with the new legislation. The framework also identifies four areas that must be addressed to ensure local plans are as efficient and effective as possible in making communities safer and healthier:

1. Social development – promoting and maintaining community safety and well-being
2. Prevention – Proactively reducing the risk of harm
3. Risk intervention - Addressing situations where there is an elevated risk of harm
4. Incident response – Immediately responding to urgent situations.

More information about the legislation, can be found on the Province of Ontario Community Safety and Wellbeing website: [www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPPlanningFramework.html#MinMessage](http://www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPPlanningFramework.html#MinMessage)

The process to develop a Plan includes:

1. Identification of priority areas to address community needs.
2. Community engagement to identify the assets, gaps and risks that exist in each municipality.
3. Benchmark Development.
4. Identification of municipal engagement and communications.
5. Action planning to address priority areas.

To ensure the Plan meets the needs of residents, feedback from a wide range of stakeholder groups representing the nine partner municipalities will be collected using a variety of virtual engagement methods outlined in Section 4.0 Approach.

### **3.0 GUIDING ENGAGEMENT APPROACH AND PRINCIPLES**

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The approach to the engagement activities described in this document is based on using sound and principled research methods and practices. This entails adhering to the Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans supported by the Canadian Institutes of Health Research (CIHR), the Social Sciences and Humanities Research Council of Canada (SSHRC) and the Natural Sciences and Engineering Research Council of Canada (NSERC). The core principles of this Policy include: (1) respect for persons; (2) concern for welfare; and (3) justice (obligation to treat people fairly and equitably). These core principles are complementary and interdependent and express the value of human dignity during the research process.<sup>1</sup>

Stakeholder engagement activities will be guided by the following principles:

- Transparency

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<sup>1</sup> CIHR. (2010). Tri-Council Policy Statement - Ethical Conduct for Research Involving Humans. [http://www.pre.ethics.gc.ca/pdf/eng/tcps2/TCPS\\_2\\_FINAL\\_Web.pdf](http://www.pre.ethics.gc.ca/pdf/eng/tcps2/TCPS_2_FINAL_Web.pdf)

- Engage stakeholders in an open process with transparent purpose, goals, expectations, and accountabilities
- Consent
  - Informed consent is obtained before proceeding with engagement
  - Participants are made aware of their rights and given the option to decline at any point in the process, to continue, or to withdraw their information
- Effectiveness
  - Commitment to reflecting stakeholder feedback in the Plan
- Inclusivity
  - Invite broad participation, including vulnerable populations
  - Obtain multiple perspectives and diverse experiences
- Fairness and Respectfulness
  - Treat stakeholders with courtesy, dignity, and respect
- Appropriateness
  - Use methods of engagement that are appropriate to the purpose
- Sensitivity
  - Understanding and following local traditions
- Flexibility
  - Adopting a flexible approach to when working with communities and diverse stakeholders
  - If sensitivities or constraints are identified, the work plan is modified accordingly

The SRPC intends to apply an Appreciative Inquiry (AI) approach to complete the Plan. AI is a change management process and approach, and the application to management leads to organizational transformation. As a method of community development analysis, AI differs from conventional problem solving. The basic assumption of problem solving is that organizing is a "problem to be solved". As such, the task of improving traditionally involves removing deficits by:

1. Identifying the key problems or deficiencies,
2. Analyzing the causes,
3. Analyzing solutions, and
4. Developing an action plan.

In contrast, the underlying assumption of AI is that a community is a "solution to be embraced" rather than a "problem to be solved". This approach will incorporate a SOAR model of analysis:

1. Strengths (What can we build on?)
2. Opportunities (What are our stakeholders asking for?)
3. Aspirations (What do we care about deeply?)
4. Results (How do we know we are succeeding?)

The SRPC will apply AI by structuring engagements to identify not only the deficiencies and gaps that need addressing, but also the existing strengths and assets, and thus defining, envisioning, and designing ideal outcomes to articulate the possibilities for improving well-being through out the community.

#### 4.0 APPROACH

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## **1. Research Methods**

Obtaining multiple perspectives and hearing about diverse experiences will provide a more holistic and inclusive view of the priorities that must be addressed in the Plan.

This section outlines the research methods that will be used to collect information from the individuals in Huron County and community stakeholders.

Research methods to be employed include:

- a. Synthesizing On-line Survey Analysis
- b. Key Stakeholder Interviews
- c. Consultations
- d. Gather Local Data

The use of multiple lines of evidence will allow for the triangulation of results which will improve the reliability and validity of overall findings. Each data collection method identified above is described in greater detail below.

### **a. Synthesizing On-line Survey Analysis**

An online survey has already been established and administered to allow residents of the nine Huron municipalities to provide input to inform the Plan. It will also provide an opportunity for those individuals who were targeted participants for the stakeholder interviews and facilitated sessions, but who were unable to take part, a venue for sharing their experiences and opinions. The survey will be analyzed and a summary of findings will be presented to the CSWB Advisory Committee.

Additionally, gathered data from Situation Tables, identification of Community Narratives from the Huron County Libraries has completed a detailed community engagement effort over a year and a half (January 2018 to May 2019) using the 'Libraries Transforming Communities' methodology.

### **b. Key stakeholder interviews**

Key stakeholder interviews will be conducted virtually using teleconference or videoconference. Both one-on-one and small group (2-3 participants) interviews will be conducted.

Interviews will be scheduled with key individuals representing community safety and well-being areas for whom:

- i. there are not enough representatives to form a facilitated session; or
- ii. a facilitated session/focus group is not possible (e.g., cannot ask a number of staff to be available for a session at the same time (e.g., paramedics).

Interviews will also be used to fill any gaps in information or key organizational representation that becomes apparent after completion of the facilitated sessions. The names and organizations these individuals represent will not be known until towards the end of the data collection phase.

It is anticipated that between approximately nine to twelve interviews will be carried out. The interviews will range in length from 30-60 minutes. Interview questions will be tailored to provide key stakeholders with the opportunity to speak at length about their specific area of expertise.

An invitation email will be sent to each potential interviewee requesting their participation in the engagement process. Follow-up emails or phone calls will take place to schedule a date/time

for the interview and to answer any questions. A tracking sheet will be used to track the progress of scheduling and completing interviews.

The question set will be sent to participants prior to their scheduled interview date/time to allow for preparation. Notes will be taken during the interviews and transcribed in preparation for development of the Plan.

### **c. Consultations**

On-going consultations through surveys, key stakeholder interviews, sub-committee feedback and Advisory Committee, the objective of consultations is engagement and to gather feedback from a wide range of stakeholder groups across the municipalities. The engagement will allow for the collection of information on specific topics for transparency and development of the Plan.

#### **i. Facilitated Sessions/Focus Groups**

The SRPC may host facilitated sessions and focus groups as needed to bring together small groups of individuals with similar employment and/or lived experiences to respond to a set of open-ended questions. The focus groups will be organized by focal area with the goal of ensuring that each of the nine lower-tier municipalities' perspectives are represented. SRPC recognizes that the partner municipalities are not homogeneous and as such information from each location must be gathered to identify differences as well as similarities. To facilitate open communication, the majority of groups will not be mixed (i.e. vulnerable persons, community/social services, etc.).

Facilitated sessions/focus groups will be composed of 4-8 participants and will last from 30- 60 minutes. These sessions will be scheduled on dates/times that the highest rate of participation is likely. Focus group questions will be tailored to provide participants with the opportunity to speak at length about their specific area of expertise.

#### **ii. Consultations with the Advisory Committee and Sub-Committees**

The Advisory Committee and Sub-Committees are comprised of representation from police and local community and social services including health/mental health, education, community/social services and children/youth services. Both the Advisory Committee and Sub-Committees provide expertise in the following areas;

- Education
- Seniors/Adults with Disabilities
- Poverty/Housing
- Crime
- Medical
- Children/Youth
- Mental Health

The contributions of the Advisory Committee and Sub-Committees allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

### **d. Local Data**

The SRPC will pull additional data that is currently collected regarding community safety and well-being. This detailed quantitative information will be used to provide context for the Plan.

- Synthesizes the existing scholarly research on a particular topic and will organize and present findings and pull from other CSWB Plans.



## 6.0 BUDGET

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Item	Description	Total
Engagement, Planning and Logistics Advisory Committee and Sub- Committee, Consultations	Project Management, on-going consultations, stake holder interviews, strategic review, leadership and decision making, etc	\$25,500
Research: Priority areas identified	Analyze survey data, conduct Key Informant Interviews and Focus Groups and source data	\$4,500
Analysis	Synthesis Key Findings	\$4,500
Evaluation Task Force, tool development and plan	Develop, manage and create Evaluation Team, draft benchmarks, review/test and finalize	\$8,000
Implementation, Communications and Advocacy Strategies	Review Strategies for Implementation Plan (incl. communications, community awareness)	\$8,000
Prepare the Plan	Draft: Review, consult, finalize	\$7,000
Design/ Marketing	Develop Design/Graphics for the Plan	\$6,000
<b>TOTAL</b>		<b>\$63,500</b>



**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 81 FOR 2020**

Being a by-law to enter into an agreement with the  
Municipality of Central Huron to share the services of a  
Building Inspector.

**WHEREAS** Section 3(3)(b)(c) of the Building Code Act S.O. 1992, C.23, as amended, establishes that Councils of two or more municipalities may enter into an agreement; providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities and providing for the appointment of a chief building official and inspectors;

**AND WHEREAS** under the provisions of Section 3(2) of the Building Code Act, S.O. 1992, C.23, as amended, the Municipality of Huron East has appointed Jennette Zimmer as a Building Inspector for the Municipality of Huron East;

**AND WHEREAS** under the provisions of Section 4(2) of the Building Code Act, S.O. 1992, C.23, as amended, the Municipality of Central Huron East passed By-Law 76-2020 to appoint Jennette Zimmer as a Building Inspector for the Municipality of Central Huron;

**AND WHEREAS** the Municipalities of Huron East and central Huron are desirous of entering into a shared service agreement under the provision of Section 3(3)(b) of the Building Code Act, S.O. 1992, C.23, as amended, for the employment of Jennette Zimmer as a Building Inspector;

**AND WHEREAS** Section 5 (3) of the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East  
**ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Clerk are hereby authorized to sign and execute a shared servicing agreement attached hereto with the Municipality of Central Huron for the employment of Jennette Zimmer as a Building Inspector for both municipalities.
2. That this by-law shall come into force and take effect on the date of final passing thereof.

**READ** a first and second time this 15<sup>th</sup> day of December, 2020.

**READ** a third time and finally passed this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk



**THIS AGREEMENT made this 15<sup>th</sup> day of December, 2020**

**BETWEEN:**

**The Corporation of the Municipality of Huron East  
(Hereinafter called "Huron East")**

**THE PARTY OF THE FIRST PART**

**-and-**

**The Corporation of the Municipality of Central Huron  
(Hereinafter called "Central Huron")**

**THE PARTY OF THE SECOND PART**

**WHEREAS** Section 3(3)(b)(c) of the Building Code Act S.O. 1992, C.23, as amended, establishes that Councils of two or more municipalities may enter into an agreement; providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities and providing for the appointment of a chief building official and inspectors;

**AND WHEREAS** Huron East and Central Huron on the 8<sup>th</sup> day of January, 2020 entered into a one (1) year employment contract with Jennette Zimmer a Building Inspector;

**AND WHEREAS** Huron East and Central Huron are desirous of providing the continued employment of Jennette Zimmer as a Building Inspector with such employment and service being considered as a shared service under Section 3(3)(b) of the Building Code Act, S.O. 1992 C. 23, as amended;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Huron East and Central Huron mutually agree as follows:

**1. Definitions**

In this Agreement:

- a. "Building Inspector" means a Building Inspector appointed by By-Law under Section 3(2) of the Building Code Act;
- b. "Central Huron CAO" means the Chief Administrative Officer for Central Huron;  
and
- c. "Huron East CAO" means the Chief Administrative Officer for Huron East.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on January 1<sup>st</sup>, 2021 and will automatically terminate on December 31, 2025 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Building Inspector**

Huron East Council has by By-Law 4-2020 appointed Jennette Zimmer as a Building Inspector.

Central Huron Council has by By-Law ....-2020 appointed Jennette Zimmer as a Building Inspector.

4. **Employment Contract**

Huron East and Central Huron shall enter into a joint employment contract with Jennette Zimmer as a full-time employee effective January 1<sup>st</sup>, 2021 and such employment contract shall replace the original employment contract entered into on the 8<sup>th</sup> day of January, 2020.

5. **Obligations of Huron East**

Huron East represents and warrants to Central Huron that Huron East will be solely responsible for, and will ensure, the following:

- a. That for the purposes of payroll, that the Building Inspector shall be considered as an Employee of Huron East and that Huron East will deduct and submit the required employee deductions and shall provide such pension and group insurance benefits as other Huron East employees .
- b. That adequate liability coverage will be maintained for the service of a Building Inspector.

6. **Obligations of Central Huron**

Central Huron represents and warrants to Huron East that Central Huron will be responsible for, and will ensure, the following:

- a. To submit, in response to an invoice from Huron East, payment for salary, benefits, supplies and materials in accordance with Schedule "A" attached here.
- b. That adequate liability coverage will be maintained for the service of a Building Inspector.

7. **Adjustments**

Huron East and Central Huron concur and agree that either party may with 30 days notice request a review of the cost sharing arrangements in Schedule "A" and both municipalities agree to negotiate in good faith any request for an adjustment resulting from a temporary or permanent adjustment in work load of the Building Inspector.

8. **Dispute Resolution**

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved, then the parties agree to participate in the following dispute resolution procedure:

- (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
  - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of Central Huron each agree to appoint two (2) members to work with two (2) members of the other municipality to resolve the dispute or disagreement.
  - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
  - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

## **9. General**

### **a. Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

### **b. Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Huron East and Central Huron, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing January 1<sup>st</sup>, 2021, and cancels and supersedes any prior understandings and Agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk-Administrator

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF CENTRAL HURON

---

Jim Ginn, Mayor

---

Kerri Ann O'Rourke, Clerk

We have authority to bind the Corporation.

**SCHEDULE "A"**  
**"Shared Services"**

1. **Payroll Costs** – The general Agreement in principle between Huron East and Central Huron is that Central Huron will compensate Huron East on a semi-annual basis for 50% of all payroll costs associated with the Huron East employment of a Building Inspector. It is acknowledged annual increases to payroll costs will be in accordance with Huron East personnel policies
2. **Administration Costs** – Administration costs (office supplies, telecommunications, training, seminars and conferences/including accommodations and mileage to conferences) shall be shared on a 50/50 basis.
3. **Mileage Costs** – Weekly mileage shall be recorded by the Building Inspector and submitted to Huron East for payment. Huron East shall invoice Central Huron for mileage incurred to perform the service in Central Huron and such invoice will be included in the semi-annual invoice for payroll and administration costs.

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW 82 FOR 2020**

**Roderick-McKay Municipal Drain 2019 Actual Cost**

**BEING** a by-law to amend By-law 3-2020, the Roderick-McKay Municipal Drain 2019, (Grey Ward) and to provide for the raising of a lesser amount than provided therein.

**WHEREAS**, under and by virtue of By-law 3-2020 of the Municipality of Huron East there were, as appears therein, provisions for borrowing on the credit of the Municipality of Huron East a total of \$380,700 for the purpose of executing and completing the said Drainage Works and for the levying the required sum \$380,700.00 or such reduced required sum after taking into account allowances and applicable grants.

**WHEREAS** it has transpired that the cost of executing and completing the said Drainage Works to date was less than that provided for in the said By-law and is \$329,670.80 which is 86.6% of \$380,700.00.

**AND WHEREAS** it is expedient that said By-law shall be amended to provide for raising by assessment the amount after taking into account allowances and applicable grants.

**AND WHEREAS** the Municipal Council of the Municipality of Huron East has determined to amend By-law 3-2020 accordingly and as in hereafter mentioned.

**SCHEDULE OF ASSESSMENT**

	ORIGINAL ASSESSMENT	PRESENT ASSESSMENT
Lands (McKillop)	\$ 249,673.00	\$ 221,954.08
Roads (McKillop)	<u>\$ 131,027.00</u>	<u>\$ 107,716.72</u>
Total	<b>\$ 380,700.00</b>	<b>\$ 329,670.80</b>

**NOW THEREFORE** the Municipal Council of the Municipality of Huron East, pursuant to the provisions of the Drainage Act, R.S.O., 1990 as amended, enacts as follows:

- 1) That By-law 3-2020 of the said Municipality of Huron East be and it is hereby amended and that the Clerk of the said Municipality of Huron East be and he is hereby empowered and authorized to amend said By-law accordingly.
- 2) Assessments are due and payable on January 15<sup>th</sup>, 2021. Property owners who wish to debenture their assessments, will have interest added to their assessment at a rate equivalent to tile drainage loan interest (6%) to the 1<sup>st</sup> day of February, 2021. On the 1<sup>st</sup> day of February, 2021, the Municipality of Huron East will issue a three year debenture calculated at a rate equivalent to the tile drainage loan interest (6%) with three equal annual payments due February 1, 2022, February 1, 2023 and February 1, 2024. Interest on defaulted annual payments shall be added on the first day of default and on the first day of each month thereafter at a rate of 1.25% (15% per annum) and shall be collected in a like manner as taxes.
- 3) Net assessments less than \$1,000.00 shall be due on January 15<sup>th</sup>, 2021 and will not be debentured.
- 4) That this By-law shall come into force upon and after the final passing of same.

Read a first time and second time this 15<sup>th</sup> day of December, 2020.

Read a third time and finally passed this 15<sup>th</sup> day of December, 2020.

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Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk





### Schedule C - Actual Assessment

ACTUAL ASSESSMENT								
Lot or Part	Con.	Landowner	Roll No.	Total Estimated Assessment	Total Actual Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
<b>Municipality of Huron East (Grey Ward)</b>								
7	3	P. & L. Albers	3-010	\$2,044.00	\$1,817.07	\$605.69	\$1,250.00	-\$38.62
8	3	Albers Farms Inc.	3-011	\$6,619.00	\$5,884.15	\$1,961.38	\$2,980.00	\$942.77
9 & 10	3	Albers Farms Inc.	3-013	\$87,052.00	\$77,387.41	\$8,648.58	\$7,740.00	\$60,998.83
11	3	A. & C. denDekker	3-014	\$23,997.00	\$21,332.83	\$6,909.74	\$300.00	\$14,123.09
12	3	D. & M. Laidlaw	3-016	\$1,540.00	\$1,369.03	\$440.04		\$928.98
8	4	Terpstra Drying Inc.	4-010	\$1,110.00	\$986.77	\$285.36		\$701.40
Pt. 9 & 10	4	Terpstra Drying Inc.	4-011	\$42,893.00	\$38,130.98	\$11,014.15	\$6,760.00	\$20,356.83
Pt. 10	4	J. Turnbull	4-012	\$31,339.00	\$27,859.72	\$8,253.87	\$8,390.00	\$11,215.84
11	4	Terpstra Drying Inc.	4-013	\$47,340.00	\$42,084.27	\$13,295.57	\$7,250.00	\$21,538.70
Pt. 12	4	J.R. Terpstra Farms Ltd.	4-014	\$5,092.00	\$4,526.68	\$1,438.37		\$3,088.31
* Pt. 12	4	J. & K. Ariza-Gudiel	4-015	\$647.00	\$575.17			\$575.17
<b>Total Assessment on Lands</b>				<b>\$249,673.00</b>	<b>\$221,954.08</b>	<b>\$52,852.77</b>	<b>\$34,670.00</b>	<b>\$134,431.31</b>
<b>Special Assessment</b>								
<b>Browntown Road</b>		<b>Municipality of Huron East</b>		<b>\$78,240.00</b>	<b>\$62,054.33</b>			<b>\$62,054.33</b>
Browntown Road		Municipality of Huron East		\$20,851.00	\$18,536.10			\$18,536.10
<b>Johnston Line</b>		<b>Municipality of Huron East</b>		<b>\$21,260.00</b>	<b>\$17,635.55</b>			<b>\$17,635.55</b>
Johnston Line		Municipality of Huron East		\$10,676.00	\$9,490.74			\$9,490.74
<b>Total Assessment on Roads</b>				<b>\$131,027.00</b>	<b>\$107,716.72</b>			<b>\$107,716.72</b>
<b>Total Assessment on Lands and Roads</b>								
<b>Roderick McKay Municipal Drain 2019</b>				<b>\$380,700.00</b>	<b>\$329,670.80</b>	<b>\$52,852.77</b>	<b>\$34,670.00</b>	<b>\$242,148.03</b>

#### NOTES:

1. \* Denotes lands not eligible for ADIP grants (privately owned Non-Agricultural).

2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

Note: The Main Drain Enclosure Assessments and Special Benefit Assessments (Section 24) are not eligible for ADIP grants

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW 83 FOR 2020**

**Haney Municipal Drain 2019 Actual Cost**

**BEING** a by-law to amend By-law 84-2019, the Haney Municipal Drain 2019, (Tuckersmith Ward) and to provide for the raising of a higher amount than provided therein.

**WHEREAS**, under and by virtue of By-law 84-2019 of the Municipality of Huron East there were, as appears therein, provisions for borrowing on the credit of the Municipality of Huron East a total of \$700,000 for the purpose of executing and completing the said Drainage Works and for the levying the required sum \$700,000.00 or such reduced required sum after taking into account allowances and applicable grants.

**WHEREAS** it has transpired that the cost of executing and completing the said Drainage Works to date was more than that provided for in the said By-law and is \$785,472.14 which is 112.21% of \$700,000.00.

**AND WHEREAS** it is expedient that said By-law shall be amended to provide for raising by assessment the amount after taking into account allowances and applicable grants.

**AND WHEREAS** the Municipal Council of the Municipality of Huron East has determined to amend By-law 84-2019 accordingly and as in hereafter mentioned.

**SCHEDULE OF ASSESSMENT**

	ORIGINAL ASSESSMENT	PRESENT ASSESSMENT
Lands (McKillop)	\$ 479,290.00	\$ 537,684.01
Roads (McKillop)	<u>\$ 220,710.00</u>	<u>\$ 247,788.13</u>
Total	<b>\$ 700,000.00</b>	<b>\$ 785,472.14</b>

**NOW THEREFORE** the Municipal Council of the Municipality of Huron East, pursuant to the provisions of the Drainage Act, R.S.O., 1990 as amended, enacts as follows:

- 1) That By-law 84-2019 of the said Municipality of Huron East be and it is hereby amended and that the Clerk of the said Municipality of Huron East be and he is hereby empowered and authorized to amend said By-law accordingly.
- 2) Assessments are due and payable on January 15<sup>th</sup>, 2021. Property owners who wish to debenture their assessments, will have interest added to their assessment at a rate equivalent to tile drainage loan interest (6%) to the 1<sup>st</sup> day of February, 2021. On the 1<sup>st</sup> day of February, 2021, the Municipality of Huron East will issue a three year debenture calculated at a rate equivalent to the tile drainage loan interest (6%) with three equal annual payments due February 1, 2022, February 1, 2023 and February 1, 2024. Interest on defaulted annual payments shall be added on the first day of default and on the first day of each month thereafter at a rate of 1.25% (15% per annum) and shall be collected in a like manner as taxes.
- 3) Net assessments less than \$1,000.00 shall be due on January 15<sup>th</sup>, 2021 and will not be debentured.
- 4) That this By-law shall come into force upon and after the final passing of same.

Read a first time and second time this 15<sup>th</sup> day of December, 2020.

Read a third time and finally passed this 15<sup>th</sup> day of December, 2020.

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Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk



HANEY MUNICIPAL DRAIN  
FINAL CONSTRUCTION ASSESSMENTS

Project: Haney Municipal Drain  
Date: Report -November 11, 2019  
Final Assessment December 7, 2020

PRORATION FACTOR: 1.122

Municipality: Huron East  
Project Number: 300041222

Final Assessment December 7, 2020					Report Assessments	
Conc.	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Special Assess't (Sect.24/26)	Total Assessment
		<div>Agricultural Lands</div>				
2	8	* Seaforth Golf Course (1996) Ltd.	(2-009-00)	1.23	\$ -	\$ 420
2	7	M. & E. Haney	(2-008-00)	6.77	\$ -	\$ 24,560
2	6	M. Haney	(2-007-00)	5.71	\$ -	\$ 3,780
2	5	W. Oldfield	(2-006-00)	19.02	\$ -	\$ 55,840
2	4	G. & D. Haney	(2-005-00)	10.95	\$ -	\$ 30,990
3	8	T. & S. Van Miltenburg	(3-010)	0.61	\$ -	\$ 220
3	7	G. & D. Haney	(3-009-00)	18.47	\$ -	\$ 79,910
3	6	K. & R. Haney	(3-008-00)	40.47	\$ -	\$ 178,560
3	W ½ 5	M. & E. Haney	(3-006-00)	14.03	\$ -	\$ 81,420
3	E ½ 5	G. & D. Haney	(3-007-00)	3.78	\$ -	\$ 10,170
3	Pt. 5	* G., D., & R. Haney	(3-007-02)	0.6	\$ -	\$ 2,020
3	E ¼ 4	G. & D. Haney	(3-005-00)	0.69	\$ -	\$ 1,850
4	7	G. Hendriks	(4-009-00)	0.05	\$ -	\$ 230
4	8	C. & A. Maloney	(4-008-05)	2.4	\$ -	\$ 9,320
TOTAL ON LANDS				124.78	\$ -	\$ 479,290
		<div>Roads</div>				
Front Road		* Municipality of Huron East		3.02	\$ 42,480	\$ 91,800
Hensall Road		* Municipality of Huron East		2.57	\$ 48,030	\$ 124,420
Hensall Road Gas Main		* Union Gas		0.00	\$ 3,650	\$ 4,490
TOTAL ON ROADS				5.59	\$ 94,160	\$ 220,710
ALL LANDS AND ROADS				130.37	\$ 94,160	\$ 700,000

Actual Assessments						
Non-Prorated Assessment (Sec. 24/26)	Prorated Cost	Total Assessment	Less 1/3 Grant	Less Allowances	Less Huron Clean Water Prj.	Net Assessment
\$ -	\$ 471.00	\$ 471.00	\$ -	\$ 200.00	\$ 6.93	\$ 264.07
\$ -	\$ 27,552.25	\$ 27,552.25	\$ 9,184.08	\$ 7,030.00	\$ 405.39	\$ 10,932.78
\$ -	\$ 4,240.53	\$ 4,240.53	\$ 1,413.51	\$ -	\$ 62.39	\$ 2,764.63
\$ -	\$ 62,643.23	\$ 62,643.23	\$ 20,881.08	\$ 700.00	\$ 921.70	\$ 40,140.45
\$ -	\$ 34,765.65	\$ 34,765.65	\$ 11,588.55	\$ -	\$ 511.52	\$ 22,665.58
\$ -	\$ 246.80	\$ 246.80	\$ 82.27	\$ -	\$ 3.63	\$ 160.90
\$ -	\$ 89,645.78	\$ 89,645.78	\$ 29,881.93	\$ 9,390.00	\$ 1,319.00	\$ 49,054.35
\$ -	\$ 200,314.73	\$ 200,314.73	\$ 66,771.58	\$ 36,000.00	\$ 2,947.31	\$ 94,595.84
\$ -	\$ 91,339.75	\$ 91,339.75	\$ 30,446.58	\$ 4,470.00	\$ 1,343.92	\$ 55,079.25
\$ -	\$ 11,409.05	\$ 11,409.05	\$ 3,803.02	\$ -	\$ 167.87	\$ 7,438.16
\$ -	\$ 2,266.11	\$ 2,266.11	\$ -	\$ -	\$ 33.34	\$ 2,232.77
\$ -	\$ 2,075.39	\$ 2,075.39	\$ 691.80	\$ -	\$ 30.54	\$ 1,353.05
\$ -	\$ 258.02	\$ 258.02	\$ 86.01	\$ -	\$ 3.80	\$ 168.21
\$ -	\$ 10,455.72	\$ 10,455.72	\$ 3,485.24	\$ 620.00	\$ 153.84	\$ 6,196.64
\$ -	\$ 537,684.01	\$ 537,684.01	\$ 178,315.65	\$ 58,410.00	\$ 7,911.16	\$ 293,047.20
\$ 51,190.00	\$ 55,328.87	\$ 106,518.87	\$ -	\$ -	\$ 814.08	\$ 105,704.79
\$ 50,130.00	\$ 85,696.92	\$ 135,826.92	\$ -	\$ -	\$ 1,260.89	\$ 134,566.03
\$ 4,500.00	\$ 942.34	\$ 5,442.34	\$ -	\$ -	\$ 13.87	\$ 5,428.47
\$ 105,820.00	\$ 141,968.13	\$ 247,788.13	\$ -	\$ -	\$ 2,088.84	\$ 245,699.29
\$ 105,820.00	\$ 679,652.14	\$ 785,472.14	\$ 178,315.65	\$ 58,410.00	\$ 10,000.00	\$ 538,746.49

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 84 FOR 2020**

Being a by-law to authorize the signing of a lease agreement between the Corporation of the Municipality of Huron East and the Huron Community Family Health Team and to repeal By-Laws 5-2014 and 34-2018.

**WHEREAS** the Municipal Act, S.O. 2001, c.25, as amended, s. 8(1) contains broad authority to municipalities to enable municipalities to govern its affairs as it considers appropriate;

**AND WHEREAS** pursuant to Section 9 of the Municipal Act, 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;

**AND WHEREAS** pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

**AND WHEREAS** the Corporation of the Municipality of Huron East is the owner of lands described as Part Lot 24, Concession 1, McKillop/Seaforth Ward, designated as Part 1 on Plan 22R4906, known as 32B Centennial Drive;

**AND WHEREAS** the Council of the Municipality of Huron East by virtue of By-Laws 5-2014 and 34-2018 entered into Agreements with the Huron Community Family Health Team to lease a portion of the building situated on Part Lot 24, Concession 1, McKillop/Seaforth Ward, designated as Part 1 on Plan 22R4906, known as 32B Centennial Drive;

**AND WHEREAS** the provisions of the lease agreement authorized by By-Law 5-2014 have expired and the Council of the Corporation of the Municipality of Huron East is desirous of entering into an agreement to continue the lease of space to the Huron Community Family Health Team and to consolidate all existing leases with the Huron Community Family Health Team;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That the Mayor and CAO/Clerk are hereby authorized and instructed to enter into a five-year lease agreement with the Huron Community Family Health Team attached hereto as Schedule "A".
2. That By-Laws 5-2014 and 34-2018 are hereby repealed.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

**Read** a first and second time this 15<sup>th</sup> day of December, 2020.

**Read** a third time and finally passed this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk

# **L E A S E**

## **(COMMERCIAL)**

Made the 15<sup>th</sup> day of December, 2020

**B E T W E E N**

**THE CORPORATION OF THE MUNICIPALITY OF HURON EAST**

(hereinafter called the "Landlord")

- and -

**HURON COMMUNITY FAMILY HEALTH TEAM**

(hereinafter called the "Tenant")

WHEREAS the Landlord is the owner of the Huron East Health Centre building (the "HEHC building") situate on lands more particularly described in Schedule "A".

AND WHEREAS the Landlord has under the provisions of By-Laws 5-2014 and 34-2018 entered into lease agreements with the Tenant for space within the Huron East Health Centre;

AND WHEREAS the Tenant is a not for profit corporation without share capital incorporated for the purposes of providing primary health care to the residents of East Huron County;

AND WHEREAS under the provisions of By-Law 30-2013 the Landlord and Tenant acknowledged that the Huron East Health Centre facility had been constructed as a municipal capital facility to provide a service or function that may be provided by a municipality;

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a new Lease consolidating all previous and existing leases by the Tenant within the Huron East Health Centre facility, more particularly illustrated on Schedule "B" attached hereto and described in schedule "C" attached hereto. It is intended by the Parties that the Tenant will have exclusive use of the described areas (subject to the provisions of Paragraph 12 hereof).

### **1. GRANT OF LEASE**

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

## 2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes such other amounts as may be payable by the Tenant hereunder, as adjusted from time to time pursuant to Schedule "C".
- (2) Rent shall be invoiced and payable monthly in advance, on the first day of each and every month, commencing on the first day of the Term.
- (3) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 19 or to such other place as the Landlord may from time to time direct in writing.
- (4) The Tenant agrees to pay in advance to the Landlord at the commencement of the Term the first month's Rent.
- (5) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to two per cent (2%) per month.
- (6) The parties acknowledge and agree that rent shall be increased annually to reflect the year over year (October) increase in the Consumer Price Index – Ontario all items, for the prior calendar year.
- (7) The parties acknowledge and agree that the Landlord shall be entitled to offer incentives to new tenants, in its absolute discretion and as it sees fit, without being obliged to offer any or similar incentives to other or existing Tenants.
- (8) The parties acknowledge that the Landlord, under the provisions of By-Law 32-2013 exempted the area leased exclusively to the Tenant from municipal taxation, pursuant to Section 110 (6) of the Municipal Act, S.O. 2001.

## 3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of five (5) years, commencing on the 1st day of January, 2020 and ending on the 31st day of December, 2024, (the "Term").
- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) The Tenant has the first right to renew the Lease for a further five year term upon negotiation of terms and conditions.
- (4) If for reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the commencement date of the Term of this Lease, the Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant:

- (a) but if possession is not given within ninety (90) clear days from the commencement date of this Lease either party may terminate this Lease by written notice to the other;
- (b) and any delay in the actual occupation by the Tenant of the Premises shall not extend the Term of the Lease.

#### **4. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld:
  - (a) and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent as provided for herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
  - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
  - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in paragraph 10 (2) of this Lease and any other remedies available in law.

#### **5. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than for
  - (i) medical offices and/or a medical practice;
  - (ii) related health services or practices; without the express consent of the Landlord given in writing.

- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) constitute a nuisance;
  - (b) cause damage to the Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Premises;
  - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority to the Premises.

## **6. REPAIR AND MAINTENANCE**

- (1) The Landlord covenants that during the Term of this Lease and any renewal thereof the Landlord shall keep in good condition the Premises and shall, promptly make all needed repairs and all necessary replacements as would a prudent owner, provided that:
  - (a) the Landlord shall not be liable to effect repairs attributable to the negligence of the Tenant, its members, employees, invitees, agents or contractors, provided that the Landlord may take into account whether or not such negligence is as a result of any act or omission on the part of a patient.
  - (b) The Landlord shall not be liable to effect repairs to the Tenant's alterations or additions, or to any personal property of the Tenant or its members, employees, invitees, agents or contractors.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any leasehold alterations or additions made thereto, to the Landlord.
- (4) The Tenant shall immediately give written notice to the Landlord of any material damage that occurs to the Premises from any cause.

## **7. ALTERATIONS AND ADDITIONS**

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's practice, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
    - (i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designed as such on the plan;



- (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the Municipality of Huron East.
- (2) The Tenant shall be responsible for and pay the cost of such alterations, additions, installations or improvements, unless otherwise agreed to by the Landlord.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the HEHC building unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises.

## **8. INSURANCE**

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - (a) loss or damage by fire, lightning, storm or other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
  - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by

the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, patients, invitees or licensees:

- (a) and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage tenant insurance in which policy the Landlord shall be an additional insured and the policy shall include a cross-liability endorsement;
  - (a) and the Tenant shall provide the Landlord with a Certificate of Insurance as evidence of the required coverage.
- (5) The Landlord covenants to indemnify the Tenant with respect to any damage to the Tenant's personal property in the Premises occasioned by or arising as a result of the negligence of the Landlord, its officers, agents, servants, employees or contractors.

## **9. DAMAGE TO THE PREMISES**

- (1) If the Premises or the HEHC building are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and twenty (120) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date of damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - (b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and twenty (120) clear days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - (c) If the Premises can be repaired within one hundred and twenty (120) clear days, as aforesaid, but the damage is such that the Premises are capable of being partially used (as agreed by the parties, or failing agreement, as determined under subparagraph 2 hereof), then until such

damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord. The architect shall be instructed to take into consideration the medical uses of the Premises in determining the degree of damage or destruction.
- (3) Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

## **10. ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
  - (b) The Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
    - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed;
    - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
    - (v) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
  - (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
  - (e) the Premises are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the current month's Rent shall become due and payable immediately; and
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord:
  - (a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears:
  - (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
    - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this Agreement; and
    - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default:
  - (a) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

**11. TERMINATION UPON NOTICE AND AT END OF TERM**

- (1) Either party may terminate this Lease on not less than ninety (90) days notice to the other.
- (2) The Tenant agrees to permit the Landlord during the last three (3) months of the Term of this Lease to show the Premises after hours to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (3) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

**12. COMMON AREAS**

- (1) The Landlord and Tenant acknowledge and agree that other tenants in the HEHC building be entitled to use the following areas within the HEHC building:
  - (i) all common areas and stairways;
  - (ii) reception area;
  - (iii) lunchroom;
  - (iv) boardrooms and meeting rooms;
  - (v) washrooms.
- (2) The Tenant acknowledges and agrees that the use of the aforesaid areas (the "Shared Areas") shall be undertaken in a courteous and responsible manner, having regard to the rights of other tenants in the HEHC building.

**13. FURNITURE AND SERVICES**

- (1) All furnishings, supplies and equipment within the offices designated exclusively for the Tenant shall be the responsibility of the Tenant.

**14. PARKING**

- (1) The Landlord acknowledges and agrees to supply parking for the HEHC building. The Landlord shall endeavor to co-ordinate parking arrangements satisfactory to the Tenant, and post designated parking spots, as required. Such parking shall be at no cost to the Tenant and its employees.

**15. UTILITIES**

- (1) The Landlord shall be responsible for the payment of all utilities with respect to the Premises and the HEHC building, with the exception of monthly charges for the provision of telephone services, and with the exception of monthly charges for the use of cable, internet or other technology charges.

## 16. OPERATING EXPENSES

- (1) Notwithstanding anything contained herein to the contrary the Landlord covenants and agrees to be responsible for:
  - (a) the payment of all property taxes relating to the HEHC building. The Landlord shall be entitled to apply for and obtain an exemption, or take any other steps it deems necessary, in its absolute discretion, to reduce or eliminate property taxes, and the Tenant covenants and agrees to assist the Landlord in this regard, as reasonably required;
  - (b) all costs associated with the sprinkler system and security system ;
  - (c) waste disposal (except for bio-medical or hazardous wastes);
  - (d) provision of floor mats, and window coverings;
  - (e) window cleaning (annually);
  - (f) all cleaning (excluding gowns and medical instruments);
  - (g) all repairs and supplies necessary to maintain the HEHC building;
  - (h) snow removal;
  - (i) all outside lawn and yard maintenance;
  - (j) all custodial costs, including labour and supplies;
  - (k) all insurance costs for property and public liability insurance relating to the HEHC building.
- (2) Notwithstanding anything contained herein to the contrary, the Tenant covenants and agrees to be responsible for:
  - (a) paper products;
  - (b) all medical consumables;
  - (c) waste disposal of bio-medical or hazardous waste;
  - (d) all consumable supplies, operating costs, and ongoing software costs.
  - (e) all professional and errors and omissions insurance and public liability insurance as required hereunder;
  - (f) costs associated with any tenant office staff;
  - (g) all monthly internet, cable and other technology charges;
  - (h) all telephone charges; and
  - (i) all repairs and maintenance of the Tenant's personal property

## **17. FURTHERANCE OF MUNICIPALITY OF HURON EAST OBJECTIVES**

- (1) The parties acknowledge and agree that the primary purpose and function of the HEHC building is the retention and recruitment of medical practitioners servicing the Municipality of Huron East and surrounding areas. In this regard, the Tenant covenants and agrees to co-operate with other tenants within the HEHC building, and with the Landlord, with a view to recruiting and retaining medical practitioners as tenants within the HEHC building, or as new members of the Tenant.

## **18. RULES AND REGULATIONS**

The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may reasonably make from time to time.

## **19. NOTICE**

- (1) Any notice required or permitted to be given one party to the other pursuant to the terms of this Lease may be given:

To the Landlord at:                      The Corporation of the  
Municipality of Huron East  
72 Main Street South  
Seaforth, Ontario N0K 1W0

To the Tenant at the Premises

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## **20. REGISTRATION**

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

## **21. INTERPRETATION**

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise, requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the successors or assigns of the Landlord, and the successors, permitted assigns or members of the Tenant.

## **22. FORCE MAJEURE**

- (1) The obligations of the parties shall be suspended by any force majeure. For the purposes hereof, force majeure means any cause beyond that party's reasonable control and, without limitation, includes an act of God, strike, lockout or other industrial

disturbance, act of any public enemy or terrorist, war, blockade, riot, lightning, fire, storm, flood, explosion, unusually severe weather conditions and government restraints, but does not include financial hardship or inability to meet financial obligations hereunder

**IN WITNESS** of the foregoing covenants the Landlord and the Tenant have executed this Lease.

THE CORPORATION OF THE  
MUNICIPALITY OF HURON EAST  
**Landlord**

Per: \_\_\_\_\_  
Bernie MacLellan, Mayor

Per: \_\_\_\_\_  
Brad Knight, CAO/Clerk  
I/we have the authority to bind the Corporation.

HURON COMMUNITY  
FAMILY HEALTH TEAM  
**Tenant**

Per: \_\_\_\_\_  
Rooyakkers, Daniel, Chair

Per: \_\_\_\_\_  
Buchanan, Kelly, Executive Director



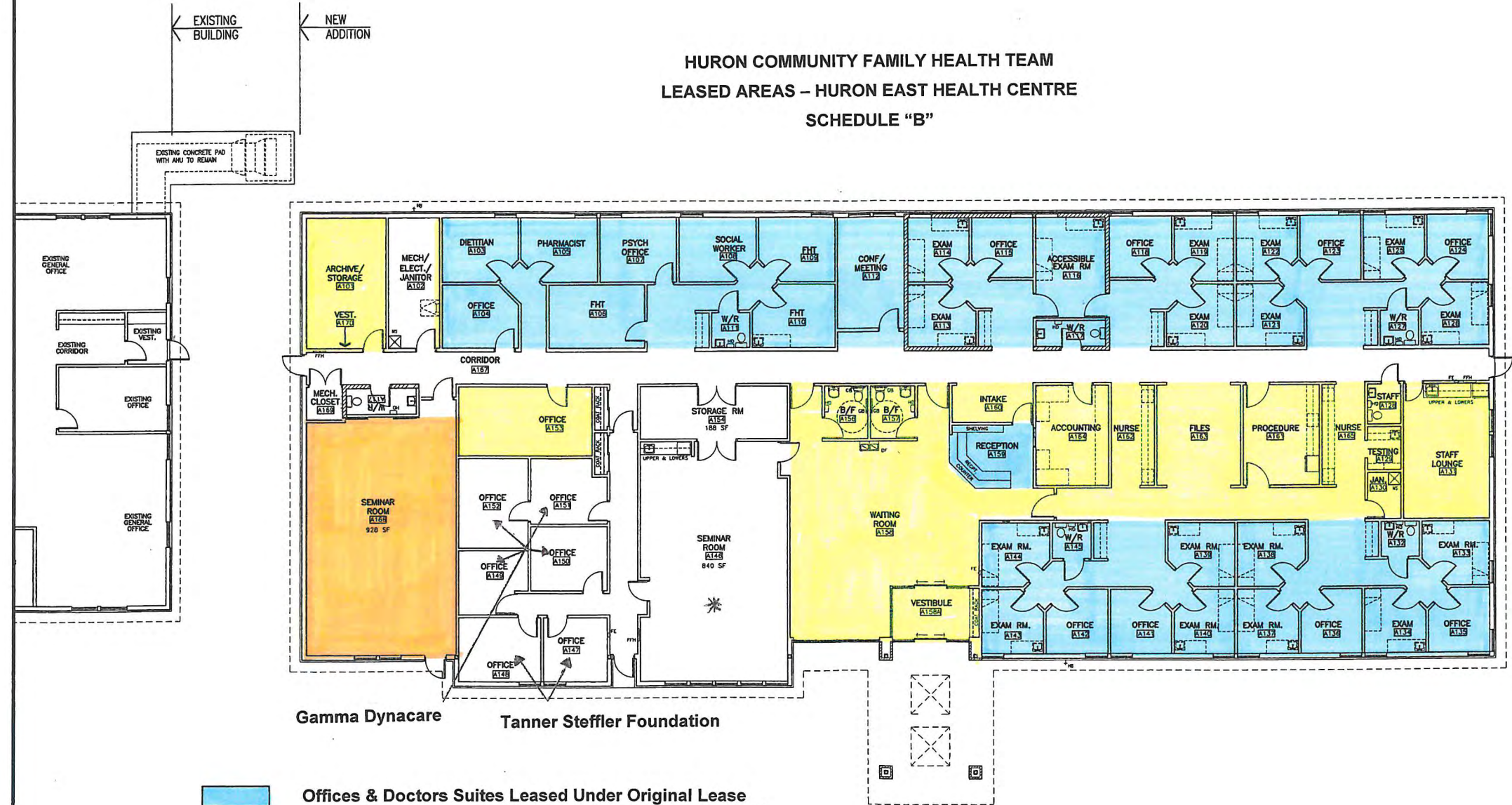
## **SCHEDULE "A"**

32B Centennial Drive, Seaforth, Ontario  
Part Lot 24, Concession 1, McKillop/Seaforth  
Designated as Part 1 on Plan 22R4906  
Municipality of Huron East, County of Huron

SCHEDULE "B"

As identified on attached Ground Floor Plan

# HURON COMMUNITY FAMILY HEALTH TEAM LEASED AREAS – HURON EAST HEALTH CENTRE SCHEDULE "B"



Gamma Dynacare

Tanner Steffler Foundation

- Offices & Doctors Suites Leased Under Original Lease (By-Law 69-2008) & additional space acquired since 2008  
Lease Rates calculated under Section 2 apply to this area
- Common Area to all FHT Leases
- Leased by FHT based on annual negotiated Flat Rate Charge
- \* Seminar Room shall be available to all Tenants (Section 2) but will be scheduled through the FHT

<b>M</b> MARKLEVITZ ARCHITECTS INC.	TITLE: Addition to the Community Care Access Building Seaforth, On.		<b>A1</b>
	DWG: Ground Floor Plan (revised to include changes to-date)	DATE: April 8/08 SCALE: 1/16"=1'-0"	

PRD. No: 2598-07

## **SCHEDULE "C"**

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Huron Community Family Health Team  
Leased Areas and Equipment – Huron East Health Centre  
Schedule “C”

Leased Areas

Description	Square Footage	2020 Rate Per Sq. Ft. <sup>1</sup>	Original By-Law	Terms	Comments
Original Lease	6,820	\$17.38	69-2008	January 1, 2020 to December 31, 2024	Square footage includes common areas
Two additional Doctor's Suites	1,760	\$17.38	42-2009	January 1, 2020 to December 31, 2024	Square footage includes common areas
Dr. Kluz Suite	880	\$17.38	62-2011	January 1, 2020 to December 31, 2024	Square footage includes common areas
Dr. Nolan Suite	880	\$17.38	14-2009	January 1, 2020 to December 31, 2024	Square footage includes common areas
Dr. Gasvie Suite	928	\$986.96	84-2020	January 1, 2020 to December 31, 2024	Monthly flat rate charge included in FHT Lease and negotiated on annual basis

Leased Equipment

Description	By-Law	Terms	Monthly Payment	Comments
Equipment for Dr. Kluz Suite	62-2011 Schedules “C” & “D”	\$21,417.23 amortized over 10 year commencing August 1, 2011 <sup>2</sup>	\$178.48	n/a

- 1 The parties acknowledge and agree that rent shall be increased annually to reflect the year over year (October) increase in the Consumer Price Index – Ontario all items, for the prior calendar year.
- 2 Monthly equipment payment expires on July 30, 2021

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST**

**BY-LAW NO. 85 FOR 2020**

Being a by-law to revise the drain maintenance assessment schedules of the McCallum-Winthrop Drain, Baker Drain, Keffer Drain, Sixth Concession Drain, Armstrong Drain, Brewer Drain, Buchanan Drain, and Smillie Drain.

**WHEREAS** Section 65 (6) of the Drainage Act, R.S.O., 1990 as amended, provides that owners of subdivided land may enter into written agreements to assume the share of drainage assessments that each should pay;

**AND WHEREAS** the owners of the following properties, as conditions attached to their severance applications, have agreed to the apportionment of drain maintenance responsibilities as outlined in Schedule 'A' attached hereto;

<u>Consent</u>	<u>Legal Description</u>
C51/19	Steve Haney – Part Lot 28 & 29 Con 9 (McKillop 380-009-03400) – McCallum Winthrop Drain 8-1971, McCallum-Winthrop Drain 12-1960, McCallum-Winthrop 8-1945
C35/19	Murray & Marlene Fischer – Plan 207, Park Lots 19-24, Part Park Lots 1&2 and RP1565, parts 2-4 (420-011-02700) – Baker Drain 11-1979
C52/20	Rob & Christine Keffer – West Part Lot 17, Con 8 (Grey 420-008-01600) – Keffer Drain 37-1970, Sixth Concession Drain 27-1980, Sixth Concession Branch Drain 3-1977
C72/19	Gord & Dale Finch – Part Lot 8, Con 7 (Grey 420-007-00900)- Armstrong Drain 10-1970, Brewer Drain 9-1980
C53/2020	GM Dalton Farms – North Part Lot 20, Con 14, (McKillop 380-014-04200) – Buchanan Drain 9-1955, Buchanan Drain 12-1976, Buchanan Drain 9-1988, McCallum-Winthrop Drain 12-1960, McCallum-Winthrop Drain 8-1971, McCallum-Winthrop Drain 9-1988 and Smillie Drain 9-1988.

**NOW THEREFORE** the Council of the Municipality of Huron East enacts as follows:

1. The drain maintenance responsibilities for the balance of the aforesaid properties shall be apportioned as per Schedule 'A' attached hereto.
2. That this by-law shall come into force and take effect on the final date of passing thereof.

**READ** a first and second time this 15<sup>th</sup> day of December 2020.

**READ** a third time and finally passed this 15<sup>th</sup> day of December 2020.

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 85 FOR 2020  
SCHEDULE 'A'**

In accordance with Section 65 (6) of the Drainage Act, R.S.O., 1990 as amended, the drain maintenance obligations of the following properties shall be apportioned as follows:

<b>Subject Property</b>	<b>Drain</b>	<b>By-Law</b>	<b>Drainage Assessment</b>	<b>Revised Assessment</b>	<b>Legal Description</b>
<b>C51/19 Steve Haney</b>	McCallum-Winthrop	8-1971	81 Outlet	0.891	Part 1 PL-22R__
				80.109	Part Lots 28&29 Con 9
	McCallum-Winthrop	12-1960	78 Outlet	0.858	Part 1 PL-22R__
				77.142	Part Lots 28&29 Con 9
	McCallum-Winthrop	8-1945	78 Outlet	0.858	Part 1 PL-22R__
				27.692	Part Lots 28&29 Con 9
<b>C35/19 Murray &amp; Marlene Fischer</b>	Baker	9	82 Outlet	0.47	Part 2 PL-22R- 1565
				0.47	Part 2 PL-22R- 1565
				0.47	Part 2 PL-22R- 1565
				7.59	Plan 207, Park Lots 19-24, Part Park Lots 1&2
<b>C52/20 Rob &amp; Christine Keffer</b>	Keffer	37-1970	Benefit 450 Outlet 447 Total 897	61.18	Part 1 PL-22R__
	Sixth Concession	27-1980	Outlet 48	835.82	W Pt Lot 17, Con 8
				1.93	Part 1 PL-22R__
	Sixth Concession	3-1977	Outlet 530	46.07	W Pt Lot 17, Con 8
				21.34	Part 1 PL-22R__
<b>C72/19 Gord &amp; Dale Finch</b>	Armstrong	10-1970	Outlet 78	13.26	Part 1 PL-22R6020
				64.74	Part Lot 8 Con 7
	Brewer	6-1972	168	6.23	Part 1 PL-22R6020
				161.77	Part Lot 8 Con 7
<b>C53/20 GM Dalton Farms</b>	Buchanan	9-1955	Outlet 90	3.46	Part 1 PL-22R
	Buchanan	12-1976	Outlet 113.11	86.54	N Part Lot 20, Con 14
				3.47	Part 1 PL-22R
	Buchanan	9-1988	Outlet 114	109.64	N Part Lot 20, Con 14
				7.92	Part 1 PL-22R
	McCallum-Winthrop	12-1960	Outlet 21	106.08	N Part Lot 20, Con 14
				0.64	Part 1 PL-22R
	McCallum-Winthrop	8-1971	Outlet 139	20.46	N Part Lot 20, Con 14
				9.65	Part 1 PL-22R
	McCallum-Winthrop Smillie	9-1988	Outlet 139	129.35	N Part Lot 20, Con 14
				9.65	Part 1 PL-22R
				129.35	N Part Lot 20, Con 14
				6.70	Part 1 PL-22R
			Outlet 26	19.30	N Part Lot 20, Con 14

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 86 FOR 2020**

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**A BY LAW TO AUTHORIZE A SITE PLAN CONTROL AGREEMENT  
BETWEEN THE CORPORATION OF THE MUNICIPALITY OF HURON EAST AND  
BRUSSELS METAL PRODUCTS LIMITED**

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**WHEREAS** the Corporation of the Municipality of Huron East deems it advisable and necessary to enter into a Site Plan Control Agreement with Brussels Metal Products Limited to permit the construction of an equipment storage building on Lots 242, 243, 248 and 249, Plan 192, Brussels Ward, Municipality of Huron East, County of Huron;

**AND WHEREAS** the proposed development is subject to Site Plan Control pursuant to Section 41 of the Planning Act, RSO 1990, and By-law # 27-2014 of the Corporation of the Municipality of Huron East.

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF HURON EAST ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Clerk be and are hereby authorized and instructed to sign all of the necessary documents to conclude the Site Plan Control Agreement between the Corporation of the Municipality of Huron East and Brussels Metal Products Limited, a copy of which is attached hereto as Schedule "A".
2. That this by-law shall come into force and take effect on the date of final passing thereof.

**READ** a first and second time this 15<sup>th</sup> day of December, 2020.

**READ** a third and final time this 15<sup>th</sup> day of December, 2020.

---

Bernie MacLellan, Mayor

---

Brad Knight, CAO/Clerk



# Site Plan Control Agreement

**THIS AGREEMENT** made this 15<sup>th</sup> day of December, 2020.

**BETWEEN:**

***BRUSSELS METAL PRODUCTS LIMITED***

(Hereinafter called the "Owner")

- and -

***CORPORATION OF THE MUNICIPALITY OF HURON EAST***

(Hereinafter called the "Municipality")

**WHEREAS** the Owner is entering into this agreement with the Municipality dealing with the facilities, works and matters hereinafter mentioned and the provision and maintenance thereof by the Owner and any and all subsequent owners to the satisfaction of and at no expense to the Municipality, as a condition to the approval pursuant to Section 41 of the Planning Act, as amended, of site plans and drawings for the development (hereinafter called the "**development**") on the lands and premises more particularly described in **Schedule "A"** attached hereto, known municipally as 225 Turnberry Street, Brussels, Municipality of Huron East, County of Huron (hereinafter referred to as the "**property**").

**AND WHEREAS** the Owner and the Municipality held a pre-consultation meeting on November 15<sup>th</sup>, 2020;

**AND WHEREAS** the Municipality approved the plans and drawings submitted with the Owner's application on November 29<sup>th</sup>, 2020, subject to certain conditions, including the entering into of an Agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13;

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

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

**1. Construction in Accordance with Plans and Drawings**

The Owner covenants and agrees to develop the Lands and to construct and build such buildings or structures in substantial compliance with the site plan and drawings submitted with its application for Huron East Building Permit 2020-164.

**2. Conditions**

The Owner covenants and agrees to satisfy each of the conditions set out in Schedule "B" to this Agreement.

**3. Fees and Charges**

The Owner covenants and agrees to pay the Municipality the fees and charges set out in Schedule "C" to this Agreement. The Owner will be responsible for any other reasonable and foreseeable charges that may occur as a direct result of this development, provided that it shall not be responsible for any indirect claims for business disruption or loss of profits of 3rd parties arising out of the work.

**4. Security**

In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Municipality prior or upon execution of this Agreement, a letter of credit in the amount of \$1,000. The aforesaid letter of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit. The letter of credit or other security will be released by Municipality and returned to Owner in accordance with the terms of Schedule "D". The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days following written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Municipality cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

## **5. Minor Adjustments**

- a) Minor adjustments to the requirements and provisions of this Agreement may be made subject to the approval of the Municipality provided that the spirit and intent of the Agreement are maintained. Such minor adjustments shall not require an amendment to this Agreement, however, the written approval of the Municipality is required before such minor adjustment can be made.
- b) The Municipality retains the right to request minor adjustments to the requirements and provisions of this Agreement, at the expense of the Owner, to address compatibility issues with adjacent or adjoining lands that the Municipality may reasonably determine necessary, provided that the spirit and intent of the Agreement are maintained.

## **6. Property Line Setbacks**

The Owner covenants and agrees that the storage building to be constructed under Huron East building Permit 2020-164 will meet a minimum setback of 7.5 metres from Princess Street and 3 metres from the northern property limits.

## **7. Notices**

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

- (a) the Owner at:

*ATTN: Joe Seili  
Brussels Metal Products  
61 George Street, Box 200  
Brussels, ON N0G 1H0  
phone: 519-887-6285  
email: jseili@huronfeedingsystems.com*

- (b) the Municipality at:

*ATTN: Brad Knight, CAO/Clerk  
Municipality of Huron East  
72 Main Street South  
Seaforth, ON N0K 1W0  
phone: 519-527-0160 x 27  
email: bknight@huroneast.com*

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

## **8. Registration of Agreement**

The Owner hereby consents to the registration of a Notice of this Agreement to the Lands provided that if same cannot be registered on title, the Owner consents to register a Notice of an Unregistered Interest in the Lands in favour of the Municipality upon the title to the Lands. The Municipality agrees to make the original Agreement available for viewing at the Municipal Office. The Owner agrees to pay the Municipality for all costs incurred in the registration of the said notice. The Owner agrees that it will obtain from any Lender of the Owner which, at the time of registration, holds security registered against title to the Lands, the Lender's consent to postpone its security to this Agreement.

## **9. Termination of Agreement**

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

## **10. Enforcement**

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

11. Successors and Assigns

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

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

SIGNED, SEALED AND DELIVERED	)	BRUSSELS METAL PRODUCTS LIMITED
	)	
	)	
Witness	)	
	)	H. Joseph Seili, President
	)	
Witness	)	
	)	Deborah J. Seili, Vice-President
	)	
	)	CORPORATION OF THE
	)	MUNICIPALITY OF HURON EAST
	)	
	)	
	)	Bernie MacLellan, Mayor
	)	
	)	
	)	Brad Knight, CAO/Clerk

**SCHEDULE "A"**  
**SUBJECT LANDS**

Lots 242, 243, 248 and 249, Plan 192, Brussels Ward, Municipality of Huron East, County of Huron

**Schedule “B”**  
**CONDITIONS OF SITE PLAN APPROVAL**

1. The Owners covenant and agree to:

- **Access facilities:** The Owner shall install and maintain delineated entrances/exits at all locations shown on the approved drawing.
- **Maintenance of facilities and works:** The Owner acknowledges and agrees that its obligations hereunder are to construct, install and maintain the works including the replacement or relocation or repair of any of the works which are damaged or altered in connection with the installation of any such infrastructure.
- **Surfacing:** Interior driveways, parking and outside storage areas shall be surfaced with gravel maintained with a suitable dust suppressant or a hard surface of asphalt or concrete.
- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be kept/stored on the subject property and not on any abutting road allowance.
- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall be located , installed and oriented to prevent glare on the adjacent properties and roadways.
- **Drainage:** Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties and road right of ways/ roads.
- **Landscaping:** The Owner shall complete (subject to climatic conditions) and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Signage:** All signage for the subject property shall comply with the requirements of the Municipality of Huron East Signage By-law.

**Schedule "C"**

**FINANCIAL PAYMENTS**

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

1. Legal Fees for the preparation of this Agreement, the registration of this Agreement and the registration of any accessory agreements and documentation necessary to effect this Agreement;
2. Review fees of the Municipality's Engineer for the review of drawings and plans associated with this Agreement.
3. Review Fees by the Planner for the Municipality to conduct a review for compliance with the Municipality's Official Plan and Zoning By-law

**Schedule "D"**

**RELEASE OF SECURITIES**

Securities will be released when the building is fully completed and all the site work has been completed as per the site plan and drawings submitted with the application for Huron East building permit 2020-164 and upon the issuance of the Occupancy Permit for the new storage building that is the subject matter of the said building permit.

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 87 FOR 2020**

Being a by-law to confirm the proceedings of the Council of  
the Corporation of the Municipality of Huron East.

**WHEREAS**, the Municipal Act, S. O. 2001, c. 25, as amended, s. 5 (3) provides municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS**, the Municipal Act, S. O. 2001, c.25, as amended, s. 8 provides a municipality 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** it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Huron East at this meeting be confirmed and adopted by By-Law;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Huron East  
**ENACTS AS FOLLOWS:**

1. The action of the Council of the Corporation of the Municipality of Huron East, at its meeting held on the 15<sup>th</sup> day of December, 2020 in respect to each recommendation contained in the Reports of the Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Huron East at these meetings, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. The Mayor and the proper officials of the Corporation of the Municipality of Huron East are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Municipality of Huron East referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Municipality of Huron East.

**READ** a first and second time this 15<sup>th</sup> day of December, 2020.

**READ** a third time and finally passed this 15<sup>th</sup> day of December, 2020.

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Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk