



**Municipality of Huron East**  
**Council Agenda**  
**Tuesday, September 6, 2022 – 7:00 P.M.**  
**Virtual Meeting**

**1. Call to Order & Mayor's Remarks**

**2. Land Acknowledgement**

We would like to acknowledge that the land we stand upon today is the traditional territory of the Anishinaabe, Haudenosaunee and Neutral Peoples.

**3. Confirmation of the Agenda**

**4. Disclosure of Pecuniary Interest**

**5. Minutes of Previous Meeting**

**5.1 [Regular Meeting – August 9, 2022](#)**

Page 6

**6. Public Meetings/Hearings and Delegations**

**6.1 [Public Meeting](#) re: Zoning By-law Amendment: Baker Planning Group for the Lands Legally known as Blocks 34, 35 & 44, Plan 596, Brussels Ward**

Page 20

**7. [Accounts Payable](#) – \$2,211,515.30**

Page 57

**8. Reports & Recommendations of Municipal Officers**

**8.1 [CLK-22-16](#), Part Lot Control Exemption – 787 Sports Drive, Brussels – Henry Kroeker**

Page 73

**8.2 [CLK-22-17](#), Appointment of Municipal Investigators**

Page 76

- 8.3 [CLK-22-18](#), Revisions to the Animal Control and Noise By-laws

Page 78

- 8.4 [FIN-22-09](#), Tax Collection Policy and Procedures

Page 96

- 8.5 [CAO-22-46](#), Seaforth Lawn Bowling Club House Roof Replacement

Page 211

**9. Correspondence**

- 9.1 [Brussels Agricultural Society](#) re: Request for Road Closures and Traffic Control for the Brussels Fall Fair on September 13<sup>th</sup> and September 14<sup>th</sup>

Page 110

**10. Unfinished Business**

**11. Municipal Drains**

- 11.1 [DRAINS-22-01](#), Drain Maintenance Status

Page 111

- 11.2 [DRAINS-22-02](#), Watson Municipal Drain

Page 113

- 11.3 [Notice of Requests for Drain Improvement](#) – Municipal Drain #5 and Balfour Municipal Drain

Page 114

**Recommendation:**

That the Section 78 request for a Municipal Drain Improvement Request by Robert Van Nes (Pt Lots 21 to 23 and Pt. Lots 26 & 27 Concession 1, Grey) Municipal Drain #5 and Balfour Municipal Drain, be accepted and that Council instruct Headway Engineering to prepare a report 30 days after notification to the Conservation Authorities.

**12. Planning**

- 12.1 Recommendation of Council re: Zoning By-law Amendment for Baker

Planning Group for the Lands Legally known as Blocks 34, 35, & 44,  
Plan 596, Brussels Ward

**13. Council Reports**

**13.1 Council Member Reports**

13.1.1 County Council Report

13.1.2 Other Boards/Committees or Meetings/Seminars

**13.2 Requests by Members**

**13.3 Notice of Motions**

**13.4 Announcements**

**14. Information Items**

**14.1 [Council Expenses from July 2022](#)**

Page 119

**14.2 [Huron Perth Public Health](#) re: Acknowledgement to Huron East during  
COVID-19 Pandemic**

Page 120

**14.3 [Huron Perth Public Health](#) re: The Future of Public Health in Huron  
Perth and Ontario**

Page 121

**14.4 [Seaforth Community Hospital Foundation](#) re: Summer Newsletter**

Page 139

**14.5 [Huron East/Seaforth Community Development Trust](#) re: Minutes from  
July 7, 2022**

Page 141

**14.6 [Vanastra Recreation Centre/Day Care Committee](#) re: Minutes from  
August 29, 2022**

Page 146

**15. Other Business**

**15.1 Return to In-Person Meetings**

**16. By-laws**

- 16.1 By-law 068-2022**, A By-law to Prescribe Standards for the Maintenance and Occupancy of Property in the Municipality of Huron East and Repeal By-laws 39-2001 and 4-2017

Page 150

- 16.2 By-law 069-2022**, A By-law to Amend the Zoning By-law on Blocks 34, 35, & 44, Plan 596, Brussels Ward

Page 167

- 16.3 By-law 070-2022**, A By-law to Exempt Certain Lands from Part Lot Control, 787 Sports Drive, Brussels

Page 171

- 16.4 By-law 071-2022**, A By-law to Appoint Municipal Investigators

Page 173

- 16.5 By-law 072-2022**, A By-law to Authorize the Execution of a Lease Agreement with the Brussels Community Bible Chapel

Page 174

- 16.6 By-law 073-2022**, A By-law to Temporarily Stop Up and Close Portions of Roads and Intersections in Brussels for the Brussels Fall Fair

Page 181

- 16.7 By-law 074-2022**, A By-law to Authorize an Ontario Transfer Payment Agreement Funding from Reconnect Ontario 2022

Page 182

- 16.8 By-law 075-2022**, A By-law to Confirm Council Proceedings

Page 210

**17. Confirmatory By-Law**

- 17.1** By-law 075-2022, Confirm Council

**18. Closed Session and Reporting Out**

That a closed meeting of Council be held on Tuesday, September 6, 2022, immediately following open session, electronically, in accordance with Section 239 of the Municipal Act, 2001 for the purposes of the following



matters:

**18.1** Adoption of August 9, 2022 Closed Session of Council meeting Minutes **(Distributed Separately)**

**18.2** 239(2)(c) – proposed acquisition of land **(Distributed Separately)**

**18.3** 239 (2)(b) – personal matters about identifiable individuals regarding the CAO Performance Evaluation **(Distributed Separately)**

**19. Adjournment**



**Municipality of Huron East Council Meeting Minutes**  
**Council Chambers**  
**2<sup>nd</sup> Floor, 72 Main Street South, Seaforth, ON**  
**Tuesday, August 9, 2022**

**Members Present:**

Deputy Mayor: Robert Fisher; Councillors: Raymond Chartrand, Dianne Diehl, Larry McGrath (Virtual), Alvin McLellan, Justin Morrison, Zoey Onn, Joe Steffler, and Gloria Wilbee

**Absent:**

Mayor Bernie MacLellan and Councillor Brenda Dalton

**Staff Present:**

CAO Brad McRoberts; Clerk Jessica Rudy; Director of Finance Stacy Grenier; Public Works Manager Barry Mills; and Fire Chief Marty Bedard

**Others Present:**

Pam Zeehuisen (Item 8.1)

Marian Pullman (Item 8.2)

Louise Hays (Item 8.2)

Huron County Planner Jenn Burns

Shawn Loughlin, Editor, The Citizen

**1. Call to Order and Opening Remarks**

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

**2. Closed Session**

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

That a closed meeting of Council be held on Tuesday, August 9, 2022 at 5:00 p.m., in Town Hall Council Chambers, in accordance with Section 239 of the Municipal Act, 2001 for the purposes of the following matters:

- 2.1 Adoption of July 19, 2022 Closed Session of Council Meeting Minutes
- 2.2 239(2)(f) - Advice that is subject to solicitor-client privilege relating to an appeal – refusal of proposed Zoning By-law Amendment

2.3      239 (2)(d) – disposition of land in the Brussels Ward

And that CAO Brad McRoberts, Clerk Jessica Rudy and Public Works Manager Barry Mills remain in closed session; And That Solicitor Greg Stewart remain in closed session for item 2.2.

Carried

**3. Reconvene into Open Session and Reporting Out**

Moved by Councillor Diehl and Seconded by Councillor Chartrand:

That Council of the Municipality of Huron East resumes the regular Council meeting at 7:00 p.m.

Carried

Deputy Mayor Fisher reported out from the Closed Session that Council received an update and legal advice in regards to a zoning by-law appeal and reviewed the terms and conditions for disposition of land in Brussels.

**4. Land Acknowledgement**

Clerk Jessica Rudy provided the land acknowledgement.

**5. Confirmation of the Agenda**

Moved by Councillor McLellan and Seconded by Councillor Onn:

That the Agenda for the Regular Meeting of Council dated August 9, 2022 be adopted as circulated.

Carried

**Opening Remarks**

Deputy Mayor welcomed Stacy Grenier to her first Council meeting as Director of Finance.

**6. Disclosure of Pecuniary Interest**

None declared.

**7. Minutes of Previous Meeting**

Moved by Councillor Wilbee and Seconded by Councillor Steffler:

That Council of the Municipality of Huron East approve the following Council Meeting Minutes as printed and circulated:

7.1      Regular Meeting – July 19, 2022

Carried

## **8. Public Meetings/Hearings and Delegations**

### **8.1 Delegation: Pam Zeehuisen re: Sidewalks or Speed Bumps on Bayfield Street**

Pam Zeehuisen appeared before Council seeking support and action in providing safety for those residing on Bayfield Street.

P. Zeehuisen suggested various actions that could potentially increase safety such as sidewalks on one side of the street, removable speed bumps, reduction of speed limit to 30 kilometers/hour and relocating the radar speed sign. In response to the suggestion from Council on placing signs, which indicate that children are playing in the area, P. Zeehuisen stated she would use them if provided, however it would not solve the issue.

Council directed staff bring forward a report in September on traffic calming options for consideration.

### **8.2 Delegation: Louise Hays and Marian Pullman on Behalf of Neighbours of Wilson Street re: Concerns for Tenants**

Marian Pullman appeared before Council expressing concerns for the tenants living at 30 Wilson Street and provided a handout on the various rules and background to the owner. She highlighted the perceived poor living conditions and advocated for more licensed supportive housing in order to ensure proper and safe conditions. A copy of the handout is [appended](#) to the original minutes.

M. Pullman was advised that since the property is a private company it is out of jurisdiction for Council, however, staff and Council agreed to seek advice from Huron Perth Public Health, Huron County Housing Department and MPP Lisa Thompson.

## **9. Accounts Payable**

## **10. Planning**

### **10.1 Planner's Report re: General Update to Huron East Official Plan & Zoning By-law**

Huron County Planner Jenn Burns appeared before Council providing a history of the report and proposed changes to the Official Plan and Zoning By-law. J. Burns explained that the next steps include public consultation, open houses and appointments with the planner over the month of September and that final approval would come forward for October 4, 2022.

In response to Council, J. Burns noted that the proposed amendments remove the group home zoning which will allow for more supportive living situations and licensed facilities within the municipality. It was clarified that residential apartments within commercial settings will remain to the rear of the buildings and that the conflict with commercial/industrial zoning in proximity to residential specifically in Vanastra will be reviewed. At the request of Council the AG-4 residential allowances was explained.

Moved by Councillor Morrison and Seconded by Councillor Diehl

That the Council of the Municipality of Huron East initiate a general update to the Huron East Official Plan and Zoning By-law;

And That Council direct staff to circulate the amendment for public review as prescribed under the Planning Act.

Carried

## **11. Reports & Recommendations of Municipal Officers**

### **11.1 CAO-22-38, Dog Catcher Shared Service Agreement**

CAO Brad McRoberts explained that Central Huron is in the process of hiring a Dog Catcher and the proposed agreement will allow for Huron East and Morris-Turnberry to utilize the service. It was stated that the By-law Enforcement Officer would handle the enforcement aspects of the Animal Control By-law and that the Seaforth Animal Hospital will remain as the interim Pound Keeper, while the Dog Catcher establishes a home based kennel.

In response to Council, it was stated that the public will be made aware of the service after September 6, 2022 via website updates, social media and advertisements.

B. McRoberts clarified that the Dog Catcher will not provide services for any other type of animal, as the former Animal Control Officer provided those additional services separately.

Moved by Councillor Onn and Seconded by Councillor Diehl:

That the Council of the Municipality of Huron East consider the by-law to authorize the Mayor and Clerk to execute a shared service agreement for Dog Catcher Services between the Municipality of Central Huron and the Municipality of Huron East and the Municipality of Morris-Turnberry;

And That Council consider a by-law appointing Steve Jensen as the municipality's dog catcher as of September 6, 2022.

Carried

### **11.2 CAO-22-39, Electric Vehicle Charging Station**

CAO Brad McRoberts provided an overview of the agreement and the cost to the Municipality. It was noted that staff are recommending a three-year plan for the pre-paid program to allow more contract flexibility for future charging stations.

Moved by Councillor Chartrand and Seconded by Councillor Wilbee:

That the Council of the Municipality of Huron East consider the by-law to authorize the

Mayor and Clerk to execute an agreement between ChargerCrew Canada Inc. and the County of Huron, Town of Goderich and the Municipality of Huron East for two (2) Level 2 electric vehicle charging stations in Huron East;

And That Council supports the staff recommendation to obtain the 3-year pre-paid Cloud plans through ChargerCrew.

Carried

#### 11.3 CAO-22-40, Workplace Harassment & Violence Policy

CAO Brad McRoberts noted the various changes to the policy since the last update in 2014 and stated that mandatory Workplace Harassment training will be provided to all staff, volunteers and Council.

Moved by Councillor Onn and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East adopt the revised Workplace Harassment and Violence Policy.

Carried

#### 11.4 CAO-22-41, 2<sup>nd</sup> Quarter Variance Report - 2022 Budget

The report was received for information.

#### 11.5 CAO-22-42, Brussels Subdivision

Moved by Councillor Chartrand and Seconded by Councillor McLellan:

That the Council of the Municipality of Huron East delegate authority to execute purchase and sale agreements and listing agreements to the CAO and Director of Finance for the lots within the municipality's Brussels Subdivision Development.

Carried

#### 11.6 CAO-22-43, Brussels Parks & Recreation Equipment Replacement

CAO Brad McRoberts provided an overview of the suggested equipment, noting that it will eliminate the need for rental equipment, which is currently utilized to maintain ball diamonds.

Moved by Councillor Steffler and Seconded by Councillor Onn:

That the Council of the Municipality of Huron East authorize the purchase of Kubota 25 HP Diesel Hydrostatic 4-wheel drive Sub-Compact Tractor with loader and a 60-inch mower deck from Roberts Farm Equipment in Lucknow for the amount of \$22,600 plus applicable HST.

Carried

#### 11.7 CLK-22-14, Property Standards By-law Revisions

## Council Minutes – August 9, 2022

---

Clerk Jessica Rudy provided an overview of the revisions and noted that the By-law will be posted on the engagement platform for review, and staff will be seeking final approval at the September Council meeting.

CAO Brad McRoberts explained how a Vacancy/Derelict Building By-law would differ from the Property Standards By-law in terms of inspections and enforcement.

Councillor McLellan suggested that statistical reporting be brought forward to Council to provide information on how many Orders have been issued and compliancy rates.

Moved by Councillor Wilbee and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East consider the Property Standards By-law for approval at the September 6, 2022 Council meeting.

Carried

### 11.8 CLK-22-15, Establishment of a Joint Municipal Election Compliance Audit Committee for the 2022 Municipal Election

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That the Council of the Municipality of Huron East authorize the Clerk to proceed with the establishment of a Joint Municipal Election Compliance Audit Committee in accordance with the Municipal Elections Act, 1996;

And That Council consider approval of a By-law to establish and appoint members to the Compliance Audit Committee for the Corporation of the Municipality of Huron East and to adopt the Terms of Reference.

Carried

### 11.9 FD-22-04, Next Generation 911 Service Agreement with Huron County

Moved by Councillor McLellan and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East directs the Clerk to prepare a by-law authorizing the Mayor and Clerk to sign a Next Generation 911 Service Agreement with Huron County.

Carried

### 11.10 PW-22-08, Tender HE-10-2022 Roadside Mowing

Public Works Manager Barry Mills provided an overview of the report noting that two tenders were received and that staff are recommending the tender be awarded to McGregor Farms for a one-year contract. B. Mills explained that the one-year contract allows staff to re-evaluate roadside mowing alternatives for 2024.

Moved by Councillor Steffler and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East accept the tender of 680085 Ontario Ltd. (McGregor Farms) for Roadside Mowing for 1-year term (2023) at a tender price of \$56,000 (plus HST), to cut 14 feet of grass in June and 14 feet in August, on all roads, and to cut additional grass as directed by the Public Works Manager, at an hourly rate of \$100 plus HST.

Carried

11.11 PW-22-09, Seaforth WWTP Biosolids Removal Lagoon Cell 1

Public Works Manager Barry Mills provided an overview of the report noting that the sludge removal is part of phase 2 for the Seaforth WWTP capacity expansion. He noted that three responses were received for the tender and that staff and BM Ross are recommending the tender be awarded to GFL Environmental Inc.

Moved by Councillor Diehl and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East accept the tender of GFL Environmental Inc. in the amount of \$600,595 including HST, for the removal of Biosolids from Lagoon Cell 1 at the Seaforth Waste Water Treatment Plant, and that the cost be funded through the Seaforth Sewage Reserve.

Carried

Moved by Councillor Onn and Seconded by Councillor McLellan:

That Huron East Council receive the following Reports of Municipal Officers as presented:

- (1) CAO
- (2) Clerk
- (3) Fire Chief
- (4) Public Works Manager

Carried

## **12. Correspondence**

12.1 Min Com Solutions Realty Inc. re: Agreement of Purchase and Sale for 30 Trailer Park Road in the Brussels Trailer Park

Moved by Councillor Diehl and Seconded by Councillor Morrison:

That the Council of the Municipality enter into a lease agreement with Teresa DiNunzio for 30 Trailer Park Road in the Brussels Trailer Park, Lot 358 to 361, Plan 192, subject to signing of the said agreement and the finalizing of the necessary documentation.

Carried



12.2 The Seaforth Agriculture Society re: Request for Road Closure for the Fall Fair Parade on September 17, 2022

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

That the Council of the Municipality of Huron East approve the request for temporary road closures in Seaforth from 10:30 a.m. until 11:15 a.m. for the Seaforth Fall Fair Parade on September 17, 2022.

Carried

12.3 Minister for Seniors and Accessibility re: Call for Nominations for the 2022 Ontario Senior Achievement Award

Received for information.

**13. Unfinished Business**

**14. Municipal Drains**

14.1 Notice of Withdrawal for a Drain Improvement Request - Glanville Municipal Drain

Moved by Councillor Wilbee and Seconded by Councillor Diehl:

That the Council of the Municipality of Huron East accept the withdrawal for a major improvement on the Glanville Municipal Drain;

And That Council direct staff to notify all affected parties to stop work on the Glanville Municipal Drain;

And That Dietrich Engineering be requested to submit an invoice for expenses to date to be billed to the original requestor.

Carried

**15. Council Reports**

**15.1 Council Member Reports**

15.1.1 County Council Report

Deputy Mayor Fisher noted that the County has approved construction of 1 39 unit apartment building which will contain 10 supportive housing units in Goderich.

15.1.2 Other Boards/Committees or Meetings/Seminars

Deputy Mayor Fisher remarked on the organization and success of the Brussels Homecoming event.

**15.2 Requests by Members**

**15.3 Notice of Motion****15.4 Announcements**

Deputy Mayor Fisher noted that the Huron Harvest will be held on October 2, 2022.

**16. Information Items****16.1 Ausable Bayfield Conservation Authority (ABCA) re: ABCA Five Year Forecast**

Received for Information.

Moved by Councillor Diehl and Seconded by Councillor Onn:

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

**16.2 Huron East Health Centre – Management Committee – August 3, 2022**

Carried

CAO Brad McRoberts highlighted the recommendation from the Huron East Health Centre Management Committee requesting approval for the lobby renovation, which creates an indoor kiosk and replacement of furniture.

Moved by Councillor Steffler and Seconded by Councillor Wilbee:

That the Council of the Municipality of Huron East support the recommendation from the Huron East Health Centre Management Committee for the cost for the upgrades to the Huron East Health Centre lobby in the amount of \$15,100 and fund the upgrade costs beyond the existing 2022 Repairs & Maintenance Budget from the Huron East Health Centre Reserve.

Carried

**17. Other Business****18. By-laws**

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

That Be It Hereby Resolved that leave be given to introduce By-laws 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 for 2022.

By-law 058-2022 – A By-law to Amend By-law 47-2020 for the Cox Municipal Drain and Burrows “B” Drain Improvement 2020- Actual Costs

By-law 059-2022 – A By-law to Appoint a Treasurer and Repeal By-law 64-2011

By-law 060-2022 – A By-law to Delegate Authority to the Chief Administrative Officer (CAO) and Director of Finance for the Execution of Listing

Agreements and Purchase and Sale Agreements for the Brussels  
Subdivision Development

By-law 061-2022 - A By-law to Establish and Appoint Members to a Joint Municipal  
Elections Compliance Audit Committee and Repeal By-law 67-2018

By-law 062-2022 - A By-law to Authorize a Shared Services Agreement with Central  
Huron and Morris-Turnberry for Dog Catcher Services

By-law 063-2022 - A By-law to Appoint a Dog Catcher and Repeal By-law 56-2006

By-law 064-2022, A By-law to Authorize a Next Generation 911 Service Agreement with  
Huron County

By-law 065-2022, A By-law to Temporarily Close Main Street (County Road 12),  
Seaforth for the Fall Fair Parade

By-law 066-2022, A By-law to Authorize an Agreement with ChargerCrew Canada Inc.,  
County of Huron and Town of Goderich for Electric Vehicle Charging  
Stations in Huron East

By-law 067-2022 – Confirm Council Proceedings

Carried

Moved by Councillor McLellan and Seconded by Councillor Chartrand:

That Be it Hereby Resolved By-law 058-2022, A By-law to Amend By-law 47-2020 for  
the Cox Municipal Drain and Burrows “B” Drain Improvement 2020- Actual Costs be  
given first, second, third and final readings and signed by the Deputy Mayor and Clerk,  
and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Morrison and Seconded by Councillor Onn:

That Be it Hereby Resolved By-law 059-2022, A By-law to Appoint a Treasurer and  
Repeal By-law 64-2011 be given first, second, third and final readings and signed by the  
Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Wilbee and Seconded by Councillor Morrison:

That Be it Hereby Resolved By-law 060-2022, A By-law to Delegate Authority to the  
Chief Administrative Officer (CAO) and Director of Finance for the Execution of Listing  
Agreements and Purchase and Sale Agreements for the Brussels Subdivision  
Development be given first, second, third and final readings and signed by the Deputy  
Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor McLellan and Seconded by Councillor Diehl:

That Be it Hereby Resolved By-law 061-2022, A By-law to Establish and Appoint Members to a Joint Municipal Elections Compliance Audit Committee and Repeal By-law 67-2018, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That Be it Hereby Resolved By-law 062-2022, A By-law to Authorize a Shared Services Agreement with Central Huron and Morris-Turnberry for Dog Catcher Services, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Wilbee and Seconded by Councillor Onn:

That Be it Hereby Resolved By-law 063-2022, A By-law to Appoint a Dog Catcher and Repeal By-law 56-2006, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Morrison and Seconded by Councillor Onn:

That Be it Hereby Resolved By-law 064-2022, A By-law to Authorize a Next Generation 911 Service Agreement with Huron County, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Chartrand and Seconded by Councillor McLellan:

That Be it Hereby Resolved By-law 065-2022, A By-law to Temporarily Close Main Street (County Road 12), Seaforth for the Fall Fair Parade, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Diehl and Seconded by Councillor Morrison:

That Be it Hereby Resolved By-law 066-2022, A By-law to Authorize an Agreement with ChargerCrew Canada Inc., County of Huron and Town of Goderich for Electric Vehicle Charging Stations in Huron East, be given first, second, third and final readings and

signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

**19. Confirmatory By-Law**

Moved by Councillor Diehl and Seconded by Councillor McLellan:

That Be It Hereby Resolved that By-law 067-2022, a by-law to confirm the proceedings of Council, be given first, second, third and final reading and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

**20. Adjournment**

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

The time now being 8:56 p.m. That the regular meeting do adjourn until September 6, 2022 at 7:00 p.m.

Carried

---

Robert Fisher, Deputy Mayor

---

Jessica Rudy, Clerk

Wilson St. House  
"Assisted Living"

## House Rules

- 1- NO SMOKING in the house, smoking is allowed outside at the rear of the home only.
  - 2- NO ALCOHOL OR DRUGS are allowed in the house or on the property. This includes marijuana.
  - 3- NOTIFY STAFF when you are out of the building, and when you return. This is for fire safety purposes. Staff at the home need to know who is in the building at all times.
  - 4- DOORS ARE LOCKED AT 10 P.M exceptions are allowed. Example, for work or special events you attend with your workers. Certain exceptions that cannot be avoided must be discussed with the supervisor on duty.
  - 5- NO BULLYING, name calling, Everyone deserves to feel safe and comfortable in their home.
  - 6- NO TOUCHING, GRABBING OR FIGHTING with another resident. If you have a situation that you cannot resolve with another resident, please speak with the supervisor on duty.
- Staff are on site within the home 24 hours a day, However, they are only available for emergency situations after 8 P.M
- 7- NO DESTRUCTION on White House Lodge furnishings/fixtures ECT. Inside or Outside the home.
  - 8- CIGARETTE BUTTS ARE TO BE DISPOSED of in the available containers and not thrown on the yard or driveway.
  - 9- THE LIVING ROOM TELEVISION is to be turned of at 10 P.M. exceptions are allowed for special events and should be discussed with supervisor on duty.
  - 10- BATHROOM TISSUE is not to be removed from bathrooms. If you need some in your room, please speak with staff at the home.
  - 11- COOKING APPLIANCES are not allowed in resident's rooms. coffee pots are on case by case basis.
  - 12- CANDLES/INCENSE or anything that has a flame or hot coal are not permitted in the rooms.
  - 13- EXTENSION CORDS and devices to change two plugs into several are not allowed. POWER CORDS with a built in circuit breaker are to be used only. By order of the FIRE MARSHAL.
  - 14- SNACKS are allowed in the rooms as long as there are no open packages/crumbs left lying around the room or on the floor that will attract ants and rodents.
  - 15- HALLWAYS and walkways are to be kept clear of debris at all times.

- 4 bedrooms - 1 per room

- William St. - 1 apt in basement

- full support 24/7

GROUP HOMES EDMONDVILLE  
519 955 3467

LICENSED

each yr check  
full inspection  
of procedures

- William St.  
- Kruse St.

Request ID: 024970886  
 Transaction ID: 76482856  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2020/09/04  
 Time Report Produced: 14:26:09  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2014130	2014130 ONTARIO LTD.	2002/07/23
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
3325 NORTH SERVICE ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 111A BURLINGTON ONTARIO CANADA L7N 3G2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
VISHAL CHITYAL 3325 NORTH SERVICE ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 11A BURLINGTON ONTARIO CANADA L7N 3G2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	

Can search: "Report on"  
 or

Supportive living.ca  
 (info. on how their  
 money is managed)

- Niagara Area - complaints  
 St Thomas - closed - food stored in basement  
 Oct 20/21 with mice etc



## **Municipality of Huron East**

### **Public Meeting Agenda**

**Tuesday, September 6, 2022 – 7:00 P.M.**

### **Virtual Meeting**

The purpose of the public meeting is to consider an amendment to the Huron East Zoning By-Law 52-2006.

- 1. Call to Order**
- 2. Confirmation of the Agenda**
- 3. Disclosure of Pecuniary Interest**
- 4. Provisions in Ontario Regulation 545/06, Section 5(11)5 of the Planning Act**
  - i. If a person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Huron East before the by-laws are passed, the person or public body is not entitled to appeal the decision of the Municipality of Huron East to the Local Planning Appeal Tribunal.
  - ii. If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Municipality of Huron East before the by-laws are passed, the person or public body may not be added as a party to the hearing of an appeal to the Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.
- 5. Zoning By-law Amendment Applications**
  - a) [Baker Planning Group](#) for Blocks 34, 35 & 44, Plan 596, Brussels Ward, Municipality of Huron East

Page 3

The proposed Zoning By-law Amendment affects lands legally known as Blocks 34, 35 & 44, Plan 596, Brussels Ward. The By-law proposes to amend the zoning on the property from R1 (Residential Low Density) to R3-3 (Residential High Density – Special Zone) to allow for the development of 24 street townhouses consisting of four townhouse blocks with six dwelling units in each block.



- [Baker Planning Group](#) re: Zoning By-law Amendment Application – Anderson Drive Residential Development, Brussels, Municipality of Huron East

Page 21

- [Planner's Report](#) re: Z06-22 Zoning By-law Amendment

Page 33

## 6. Adjournment



57 Napier St., Goderich ON N7A 1W2  
 Telephone: (519) 524-8394 ext. 3  
 Fax: (519) 524-5677  
 Email: [planning@huroncounty.ca](mailto:planning@huroncounty.ca)

## Official Plan And/or Zoning By-Law Amendment Process in Huron County

### Guidelines

*Detach and retain this page for future reference*

#### Introduction

The submission of an application to the municipality to amend the Official Plan or Zoning By-law is regulated by in the Ontario Planning Act. As such, this form must be completed and accompanied with the required fee prior to consideration by Council or a committee of Council. The purpose of these Guidelines is to assist persons in completing the application to amend the Official Plan or Zoning By-law.

#### Assistance

You can contact the Clerk at the local municipal office or contact the Planner responsible for your municipality at 519-524-8394 ext. 3 (Huron County Planning Department).

#### Application

Each application must be accompanied by the application fee in the form of a cheque payable to the local municipality. (e.g. A-C-W, Bluewater, Central Huron, Goderich, Howick, Huron East, M-T, North Huron, South Huron)

Application Type	2022 Fees effective Jan 1/22
Official Plan Amendment (OPA) - County OPA, local OPA	\$3,941.00
Zoning By-law Amendment (ZBLA)	\$2,026.00
Combined Local OPA & ZBL	\$4,954.00
Combined County OPA & local OPA	\$6,531.00
Combined County OPA, local OPA & ZBL	\$7,601.00

#### Authorization

If the applicant (agent or solicitor) is not the owner of the subject land, a written statement by the owner must accompany the application which authorizes the applicant to act on behalf of the owner as it relates to the subject application.

#### Drawing

All applications for Official Plan or Zone change must include an accurate to scale drawing, preferably by a qualified professional, showing the items listed below:

- a) the boundaries and dimensions of the subject land;

- b) the location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- c) the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that,
  - i) are located on the subject land and on land that is adjacent to it, and
  - ii) in the applicant's opinion may affect the application;
- d) the current uses of land that is adjacent to the subject land;
- e) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way;
- f) if access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- g) the location and nature of any easement affecting the subject land.

**NOTE: Additional information may be required by the municipality, County, local and provincial agencies in order to evaluate the proposed amendment.** This information is often a requirement of the local Official Plan, the County Official Plan, Provincial policies and/or applicable regulations. The required information may include studies or reports to deal with such matters as environmental impacts, traffic, water supply, sewage disposal and storm water management.

**Please be advised the responsibility for filing a complete application rests solely with the owner/applicant.** Anything not requested or applied for in this application and subsequently found to be necessary, which may require another application(s) and fee(s), are the sole responsibility of the owner/applicant. The County/Municipality will address only the application as applied for, and any items that are not included in the application are not the responsibility of the County/Municipality.

**All studies required to support this application shall be at the expense of the applicant and included at the time of submission as a complete application.**

**In the event of third-party appeals to applications approved by the County/Municipality, the applicant may be responsible for some or all of the legal and other costs incurred by the County/Municipality, at the discretion of the County/Municipality.**

In addition to the application fee, where the County/Municipality requires assistance from its solicitors or other technical or professional consultants in the processing of this application, the applicant shall be responsible for reimbursing all legal and consulting fees incurred by the County/Municipality, at the County/Municipality's actual cost. Depending on the amount of such fees, which the County/Municipality expects to incur on any given application, the County/Municipality may also require the applicant to enter into an agreement with respect to the payment of such fees and may, where appropriate, require security to be posted.

*Copies:*

*One copy of the application,*

*One copy of the drawing (no larger than 11" x 17"),*

*Three copies of any supporting documentation*

***Detach and retain this page for future reference***

1. Pre-consultation meeting (municipal staff, county planning staff and affected agencies).
2. If applicable to the subject property, a Restricted Land Use Permit may be required to be obtained from the Risk Management Official PRIOR to the submission of application and fee.
3. Submission of application and fee to the Municipality with any required reports (i.e. Environmental Impact Study, Comprehensive review, etc.)
4. Staff may request additional information from the applicant.
5. Application received by Municipal Council and Municipal Council will determine whether the application is complete.
6. Circulation of notice of completeness and notice of public meeting 20 days prior to the public meeting. Notices are circulated to the County of Huron, neighbouring municipalities, agencies, provincial ministries and abutting land owners within 120 metres.
7. The Municipality and Huron County Planning Department staff reviews application for conformity to Official Plan, Zoning By-law and Provincial Interests, Planning Act. Comments from local agencies, provincial ministries and neighbours are taken into consideration.
8. A public meeting held at local Municipality. Municipal council may adopt, deny or defer the Official Plan or Official Plan amendment.
9. If the Official Plan or Official Plan amendment is adopted locally, the Clerk of the Municipality sends a record of information, along with the application to the County of Huron, as the County of Huron is the approval authority. The Municipality circulates a notice of adoption.
10. If an Official Plan Amendment is undisputed (no unresolved concerns), it can be approved by the Manager of Planning. Disputed Official Plan Amendments (having unresolved concerns), and new Official Plans or 5-year Reviews of Official Plans are scheduled on the next available Committee of the Whole and County Council meetings for a decision (i.e. approve, modify and approve, deny, defer).
11. Notice of decision sent within 15 days of decision.
12. The 20-day appeal period begins the day after the notice of decision is mailed.
13. If no appeal is received by the Huron County Clerk after 20 days, the Official Plan or Official Plan amendment is in full force and effect. If the Official Plan or Official Plan amendment is appealed, the application is forwarded to the Ontario Land Tribunal, who will make a final decision on the application.

**Zoning By-Law Amendment Process in Huron County**

1. Pre-consultation meeting (municipal staff, county planning staff and affected agencies).
2. If applicable to the subject property, a Restricted Land Use Permit may be required to be obtained from the Risk Management Official PRIOR to the submission of application and fee.
3. Submission of application and fee to the Municipality with any required reports (i.e. Environmental Impact Study, Traffic Impact Study, etc.)
4. Staff may request additional information from the applicant.
5. Application received by Municipal Council and Municipal Council will determine whether the application is complete.
6. Circulation of notice of completeness and notice of public meeting 20 days prior to the public meeting. Notices are circulated to the County of Huron, neighbouring municipalities, agencies, provincial ministries and abutting land owners within 120 metres.
7. The Municipality and Huron County Planning Department staff reviews application for conformity to Official Plan, Zoning By-law and Provincial Interests, Planning Act. Comments from local agencies, provincial ministries and neighbours are taken into consideration.

8. A public meeting held at local Municipality. Municipal council may approve, deny or defer the zoning by-law amendment.
9. Notice of decision sent to those who requested to be notified of Council's decision within 15 days of the decision of Municipal Council. A 20-day appeal period begins the day after the notice of decision is mailed.
10. If no appeal is received by the Municipality within the 20 days, the zoning by-law amendment is in full force and effect. If the zoning by-law amendment is appealed, the application is forwarded to the Ontario Land Tribunal, who will make a decision on the application.



<b>For office use only</b>	File # _____
Received _____, 20 ____	
Considered Complete _____, 20 ____	

## Application for Official Plan and/or Zoning By-Law Amendment

Municipality of Huron East

### A. The Amendment

#### 1. Type of Amendment

☐ Official Plan Amendment      ☒ Zoning By-law Amendment      ☐ Both

#### 2. What is the purpose of and reasons for the proposed amendment(s)?

The proposed amendment is to rezone a 0.9-hectare portion of land from R1-H to R3 with the following site-specific provisions:

1. Minimum lot depth reduced from 38 metres to 30 metres.
2. Minimum exterior side yard reduced from 6 metres to 5 metres.
3. Maximum lot coverage increase from 40% to 50%.

The reason is to permit 24 townhouse units in the form of four six-unit buildings.

## B. General Information

### 3. Applicant information

a) Registered Owner's Name(s): Municipality of Huron East

Address: 72 Main Street South, Seaforth, ON N0K 1W0

Phone: Home \_\_\_\_\_ Work 519-527-0160

Cell \_\_\_\_\_

Email bmills@huroneast.com

b) Applicant (Agent) Name(s): Baker Planning Group (c/o Caroline Baker)

Address: PO Box 23002, Stratford ON

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Cell 226-921-1130

Email caroline@bakerpg.com

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

N/A

d) Send Correspondence To? ☐ Owner ☒ Agent ☐ Other \_\_\_\_\_

### 4. What area does the amendment cover?

- ☐ the "entire" property or  
☒ just a "portion" of the property

### 5. Provide a description of the entire property:

Ward: Brussels

911 Address and Road Name: N/A (Bryans Drive and Anderson Drive)

Roll Number (if available): \_\_\_\_\_

Concession: \_\_\_\_\_ Lot: 34 Registered Plan No.: 596

Area: 3 hectares Depth: 60.82 metres Frontage (Width): varies metres

6. Is any of the land in wellhead protection area?

☒ 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.

7. Provide a description of the area to be amended if only a 'portion' of the property:

Area: 0.9 hectares Depth: 60.82 metres Frontage (Width): 108.2 metres

8. What is the current planning status?

Official Plan Designation: Primary Settlement Area (PII) & Residential

Zoning: R1 and R1-H

9. List land uses that are permitted by current Official Plan designation:

residential

## C. Existing and Proposed Land Uses and Buildings

10. What is the "existing" use of the land?

agriculture

How long have the existing uses continued on the subject land: continuous

11. What is the "proposed" use of the land?

Townhouse dwellings forming part of a subdivision.

**Provide the following details for all buildings: (Use a separate page if necessary)**

Are any buildings proposed to be built on subject land: ☒ Yes ☐ No

<u>Existing</u>	<u>Proposed</u>
a) Type of Building(s) _____	Townhouse Dwellings _____
b) Main Building Height _____ (m)	11 _____ (m)
c) % Lot Coverage _____	30-47% _____
d) # of Parking Spaces _____	24 _____
e) # of Loading Spaces _____	0 _____



- f) Number of floors \_\_\_\_\_ 2 \_\_\_\_\_
- g) Total Floor Area \_\_\_\_\_ (sq m) \_\_\_\_\_
- h) Ground Floor Area \_\_\_\_\_ 100 sqm. - 157 sqm. \_\_\_\_\_  
(exclude basement)
- i) Building Dimensions \_\_\_\_\_ 46m width x 14.3m depth \_\_\_\_\_
- j) Date of Construction \_\_\_\_\_ Future \_\_\_\_\_
- k) Setback from Buildings to: Front of Lot Line 6.0m \_\_\_\_\_  
Rear of Lot Line 10.0m \_\_\_\_\_  
Side of Lot Line 3.0m interior, 5.2m exterior \_\_\_\_\_

## D. Existing and Proposed Services

### 12. Indicate the Applicable Water Supply and Sewage Disposal

Type of Disposal	Municipal Water	Communal Water	Private Well	Municipal Sewers	Communal Sewers	Private Septic
Existing	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Proposed	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

If the requested amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4500 litres of effluent would be produced per day as a result of the development being completed, the applicant must submit:

- ☐ a servicing options report; and
- ☐ a hydrogeological report.

### 13. Will storm drainage be provided by:

- ☒ Sewers      ☐ Swales
- ☐ Ditches      ☐ Other: Please specify: \_\_\_\_\_

Is storm drainage present or will it be constructed? \_\_\_\_\_

### 14. Type of access: (check appropriate box)

- ☐ Provincial Highway
- ☐ Municipal Road, seasonally maintained
- ☐ County Roads
- ☐ Right of Way
- ☒ Municipal Roads, maintained all year
- ☐ Water Access

## E. Official Plan Amendment

(Proceed to Section F if an Official Plan Amendment is not proposed.)

15. Does the proposed Official Plan amendment do the following?

Add a Land Use designation in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Change a Land Use designation in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Change a policy in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Replace a policy in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Delete a policy in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Add a policy in the Official Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown

16. If applicable, and known at time of application, provide the following:

- a) Section Number(s) of Policy to be changed: \_\_\_\_\_
- b) Is the text of the proposed new policy attached on a separate page? ☐Yes ☐No
- c) New designation name: \_\_\_\_\_
- d) Is a map of the proposed new Schedule attached on a separate page? ☐Yes ☐No

17. List purpose of amendment and land uses that would be permitted by the proposed amendment:

---

18. Does the requested amendment alter all or any part of the boundary of an area of settlement in a municipality or establish a new area of settlement in a municipality?

☐Yes ☐No

If Yes, attached the current Official Plan policies, if any, dealing with the alteration or establishment of an area of settlement.

19. Does the requested amendment remove the subject land from any area of employment?

☐Yes ☐No

If Yes, attached the current Official Plan policies, if any, dealing with the removal of land from an area of employment.

20. Is the requested amendment consistent with the Provincial Policy Statement issued under Section 3(1) of the Planning Act?

☐Yes ☐No

## F. Zoning By-Law Amendment

(Proceed to Question 29 (Drawing) if a Zoning By-Law Amendment is not proposed.)

21. Does the proposed Zoning By-Law amendment do the following?

Add or change zoning designation in the Zoning By-Law ☐ Yes ☐ No ☐ Unknown

Change a zoning provision in the Zoning By-Law ☒ Yes ☐ No ☐ Unknown

Replace a zoning provision in the Zoning By-Law ☐ Yes ☐ No ☐ Unknown

Delete a zoning provision in the Zoning By-Law ☐ Yes ☐ No ☐ Unknown

Add a zoning provision in the Zoning By-Law ☐ Yes ☒ No ☐ Unknown

22. If applicable and known at time of Zoning Application, provide the following:

a) Section Number(s) of provisions to be changed: Section 20.4

b) Text of proposed new provision attached on a separate page? ☒ Yes ☐ No

c) New zone name: Residential High Density Zone (R3)

d) Map of proposed new Key Map attached on a separate page? ☒ Yes ☐ No

23. List land uses proposed by Zoning amendment.

Townhouse dwellings

24. Has there been a previous application for rezoning under Section 34 of the Planning Act affecting the subject property?

☐ Yes ☒ No

25. Is the intent of this application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?

☐ Yes ☒ No

If yes, please attach details of the Official Plan or Official Plan Amendment.

26. Is the intent of this application to remove land from an area of employment?

☐ Yes ☒ No

If yes, please attach details of the Official Plan or Official Plan Amendment that deals with the matter.

27. Is the application for an amendment to the Zoning By-Law consistent with Provincial Policy Statement issued under Section 3(1) of the Planning Act?

☒ Yes ☐ No

## G. Sketch Checklist

28. Accurate, to scale, drawing or proposal:

In the space below or on a separate page(s), please provide a drawing of the proposal, preferably prepared by a qualified professional. In some cases, it may be more appropriate to prepare additional drawings at varying scales to better illustrate the proposal.

This application shall be accompanied by a clean, legible sketch sharing the following information. Failure to supply this information will result in a delay in processing the application.

A sketch showing in metric units:

- a) the boundaries and dimensions of the subject land;
- b) the location, size and type of all existing and proposed buildings and structure on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- c) the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of river or streams, wetlands, wooded areas, wells and septic tanks) that,
  - i. are located on the subject land and on land that is adjacent to it, and
  - ii. in the applicant's opinion may affect the application;
- d) the current uses of land that is adjacent to the subject land;
- e) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way;
- f) if access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- g) the location and nature of any easement affecting the subject land

The drawings should show: (please use a survey if available)

- Property boundaries and dimensions
- Dimensions of area of amendment
- Distance from structure to lot lines
- Easements or restrictive covenants
- Building dimensions and location
- Neighbouring adjacent land uses
- Parking and loading areas
- Use of neighbouring properties
- Public roads, allowances, rights of way
- Municipal Drains/Award Drains
- Wetlands, forested areas, ANSI's, ESA's
- Driveways and lanes
- Other features (bridges, wells, railways, septic systems, springs, slopes, gravel pits)
- Natural watercourses
- North arrow

## H. Other Related Planning Applications

29. Has the applicant or owner made application for any of the following, either on or within 120 metres of the subject land?

Official Plan Amendment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Zoning By-Law Amendment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minor Variance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Plan of Subdivision	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Consent (Severance)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Site Plan Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No

30. If the answer to questions 29 is Yes, please provide the following information:

File No. of Application: Registered Plan of Subdivision 596

Approval Authority: Municipality of Huron East

Lands Subject to Application: 3.0 hectare lands described above

Purpose of Application: Plan of Subdivision

Status of Application: Approved, Registered

Effect on the Current Application for Amendment: No Effect

## I. Other Supporting Information

31. Please list the titles of any supporting or attached documents:

*(e.g. Environmental Impacts Study, Hydrogeological Report, Traffic Study, Market Area Study, Aggregate License Report, Stormwater Management Report, etc. It is recognized that the applicant meets with planning staff to attempt to determine the supporting documents that will be required.)*

## J. Pre-Submission Consultation

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

Date of Applicant's consultation meeting with County Planner: 5/1/22

Has the Planner advised the Applicant that this application needs to be reviewed by the County Biologist for comments on Natural Heritage matters?

☐ Yes - Submit a fee of \$220.00 made payable to the Treasurer, County of Huron

☒ No

## K. Public Consultation Strategy

32. Please outline your proposed strategy for consulting with the public with respect to this amendment request:

*(e.g. individual contact, hold a neighbourhood meeting, telephone conversation, letter explaining proposal and inviting questions/comments, website/internet, etc.)*

Per the Planning Act.

## L. Authorization for Agent/Solicitor to Act for Owner

*(If affidavit (K) is signed by an Agent/Solicitor on Owner's behalf, the Owner's written authorization below **must** be completed.)*

I (we) Brad McRoberts of the Municipality of  
Huron East County/Region of Huron do hereby authorize  
Baker Planning Group to act as my agent in the application.

Signature:  \_\_\_\_\_

Date: 7/19/22

## M. Applicant's Declaration

(This must be completed by the Person Filing the Application for the proposed development site.)

I, Candine Baker of the City of Stratford  
(Name of Applicant) (Name of Town, Township, etc.)

In the Region/County/District Perth solemnly declare that all of the statements contained in this application and supporting documentation are true and complete, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act."

Please be advised the responsibility for filing a complete application rests solely with the owner/applicant. Anything not requested or applied for in this application and subsequently found to be necessary (which may require another application(s) and fee(s)) are the sole responsibility of the owner/applicant. The County/Municipality will address only the application as applied for, and any items that are not included in the application are not the responsibility of the County/Municipality.

All studies required to support this application shall be at the expense of the applicant and included at the time of submission as a complete application.

In the event of third-party appeals to applications approved by the County/Municipality, the applicant may be responsible for some or all of the legal and other costs incurred by the County/Municipality, at the discretion of the County/Municipality.

In addition to the application fee, where the County/Municipality requires assistance from its solicitors or other technical or professional consultants in the processing of this application, the applicant shall be responsible for reimbursing all legal and consulting fees incurred by the County/Municipality, at the County/Municipality's actual cost. Depending on the amount of such fees, which the County/Municipality expects to incur on any given application, the County/Municipality may also require the applicant to enter into an agreement with respect to the payment of such fees and may, where appropriate, require security to be posted.

I/we Candine Baker hereby agree to pay all fees incurred by the County/Municipality related to the review of this application.

remotely pursuant to the Ontario Regulation 431/20 Administering  
Declared before me at: Oath or Declaration Remotely

Region/County/District of Huron In the Municipality of Huron East

Signature (Signature)

This 20 of July, 2022  
(day) (month) (year)

Name of Applicant: (please print) Candine Baker

Commissions of Oaths John McKercher Signature of Commissioner (Signature)

Date July 20, 2022


## N. Owner/Applicant's Consent Declaration

In accordance with the provisions of the Planning Act, it is the policy of the County Planning Department to provide the public access to all development applications and supporting documentation.

In submitting this development application and supporting documentation, I,

Caroline Baker, the owner/the authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the County of Huron staff, Municipal staff and council members of the decision-making authority to access to the subject site for purposes of evaluation of the subject application.

Signature  \_\_\_\_\_

Date June 22, 2022

### Application and Fee of \$ \_\_\_\_\_ Received by the Municipality

*If comment fees are required for the County Biologist to review this application, (see Section J: Pre-Submission Consultation), please collect a fee of \$220.00 made payable to the Treasurer, County of Huron.*



## Complete This Form to Determine If Septic Comments Are Required on Your Planning Application

For certain planning applications, comments are required from local municipal staff to assist the municipality in its decision on your application. This sheet will determine if comments are required from local staff, and if so, the appropriate fee\* must be submitted with your application and paid to the local municipality (\*based on the local municipality's Fee Schedule – consult with your Planner to determine).

Name of Applicant: Municipality of Huron East

Name of Owner (if different from the applicant): \_\_\_\_\_

Location of Property (Lot, Concession or Registered Plan, and Municipality):

Lot 34, Plan 596

Type of Planning Application(s) submitted with this form:

- ☐ Consent (Severance)
- ☒ Zoning By-Law Amendment
- ☐ Official Plan Amendment
- ☐ Minor Variance
- ☐ Plan of Subdivision/Condominium

Please answer Section A **or** Section B, depending on the type of servicing available. In the following question, "property" means the subject property or, in the case of a severance, each of the resulting lots.

Section A – Where *Sanitary Sewers* are available

Is the property within 183 metres (600 feet) of an abattoir (slaughter house)?

☐ Yes ☒ No

Section B – Where *Septic Systems* are required

1. The application is for the creation of a new lot for which the primary use will be a dew dwelling (other than a new dwelling on a farm).

☐ Yes ☐ No

2. Is the property less than .4 hectares (1 acre) in area?

☐ Yes ☐ No

3. Does the property have less than .2 hectares (1/2 acre) of "useable land" for a septic tank and tile bed? See definition of "useable land" below.

☐ Yes ☐ No

4. I am uncertain of the location of the existing septic tank and tile bed on the property.  
☐ Yes ☐ No
5. There will be more than one dwelling unit on each lot.  
☐ Yes ☐ No
6. An industrial or commercial use is proposed which will require a septic system.  
☐ Yes ☐ No
7. Is the property with 183 metres (600 feet) of an abattoir (slaughter house)?  
☐ Yes ☐ No
8. The application is for a new Plan of Subdivision/Condominium  
☐ Yes ☐ No

"Useable Land" means an area of land with suitable original soil for the installation of a Class 4 subsurface sewage disposal system, free of any buildings, structures swimming pools, etc. and such land is or will be used solely for a septic tank and tie bed and any future replacement of the tile bed, and which area is at least 3 metres (10 feet from any property line, at least 15 metres (15 feet) from a top-of-bank of a watercourse or lake, not located in a flood plain, not located in an environmentally sensitive area, and does not contain field tile or other artificial drainage. (Other restrictions may apply according to legislation.)

Name of Owner or Designated Agent Caroline Baker

Signature 

Date July 22, 2022

**To be completed by Municipal Clerk:** Has the Septic Review Fee, made payable to the local municipality, been collected from the applicant?

*\*Please note type of application and file # on the cheque.*

☐ Yes ☐ No      Amount: \_\_\_\_\_

Name of Clerk-Treasurer \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



Baker Planning Group  
PO Box 23002 Stratford  
Stratford, ON  
N5A 7V8



July 22<sup>nd</sup>, 2022

File No.: 2022-12

Brad Knight, CAO  
Municipality of Huron East  
72 Main St, Box 610  
Seaforth, ON  
NoK 1Wo

**RE: Zoning By-law Amendment Application  
Anderson Drive Residential Development, Brussels  
Municipality of Huron East**

On behalf of the Municipality of Huron East (the "Owner"), we are pleased to submit a Zoning By-law Amendment Application ("Application") for the land legally known as Blocks 34, Plan 596 and Part Park Lot 8, Plan 194 being Part 2 Plan 22R2884, Geographic Village of Brussels, Municipality of Huron East. The Site is located in the southeast area of Brussels, on the untraveled allowances of Bryans Drive and Anderson Drive, accessed by McDonald Drive.

The Site is designated "Residential" in the Huron County Official Plan and zoned "R1" and "R1-H" in the Huron East Zoning By-law.

## **Background**

The Site is subject to a registered Plan of Subdivision, which was established in 1982 (RP 596). The Plan of Subdivision established a series of blocks for future single detached residential lots as well as the creation of municipal roads. Since registration, single detached dwellings have been constructed on Lots 1 to 33 and the associated adjacent municipal roads constructed.

Blocks 34 and 35 within the Plan of Subdivision have remained vacant since registration and were acquired by the Owner in 2019. The Owner has proceeded with the construction on Anderson Drive and Bryans Drive over the summer of 2022 and intends to sell building lots (single detached dwellings) on all of Block 35 and the eastern portion of Block 34. The existing zoning limits permitted uses to single detached dwellings.

To address on-going housing affordability and availability, the Owner is seeking to include a greater range and mix of housing within the Brussels community through the introduction of street townhouses. The proposed street townhouses would be accommodated on the western portion of Block 34 and be approximately 0.9 hectares in land area. The area proposed for street townhouses is hereafter referred to as the "Subject Property".

**Figure 1: Subject Property**



*County of Huron GIS Mapping, 2022*

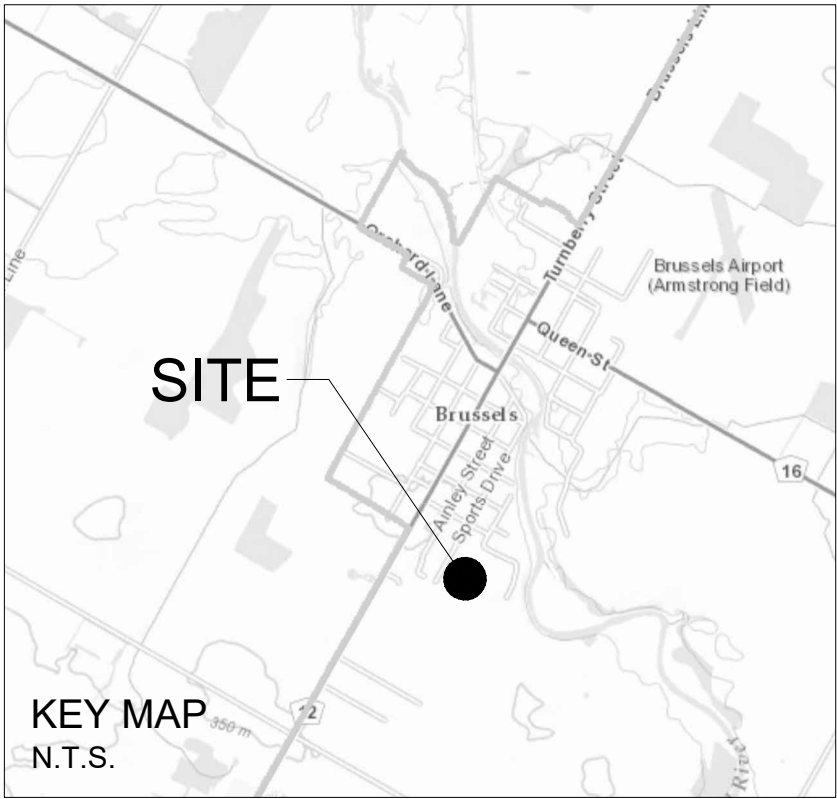
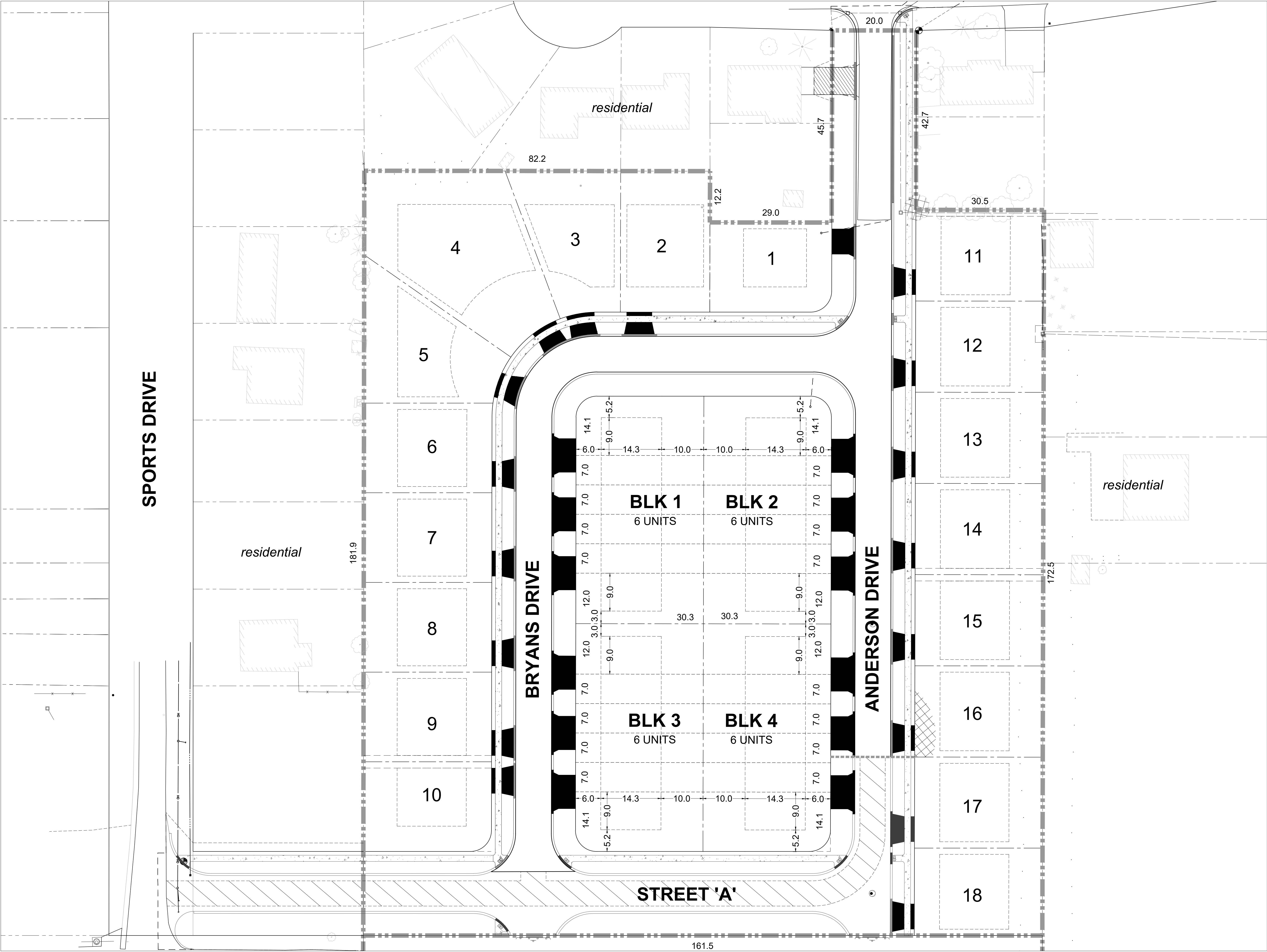
### **Proposed Development**

The purpose of the Application is to permit 24 street townhouses on the Subject Property ("Proposed Development"). As illustrated on the Conceptual Site Plan, a total of four (4) townhouse blocks are proposed, each providing six (6) dwelling units. The interior dwelling units are proposed to be two (2) storeys in height, with the exterior units being 1-storeys in height. Townhouses range in width from 7.0 metres to 9.0 metres and will accommodate two (2) and three (3)-bedroom dwelling units. Each unit will include two (2) off-street parking spaces.

A Zoning By-law Amendment is required to rezone the Subject Property from R1 to R3 with the following site-specific provisions:

1. To permit a lot depth of 30 metres, whereas a minimum of 38 metres is required
2. To permit an exterior side yard of 5.0 metres, whereas a minimum of 6.0 metres is required
3. To permit a lot coverage of 50%, whereas the maximum lot coverage is 40%





LAND USE SCHEDULE			
DESCRIPTION	LOTS/BLKS.	UNITS	AREA (ha.)
LOW DENSITY RESIDENTIAL	1-18	18	1.6ha.
TOWNHOMES RESIDENTIAL	BLKS 1-4	24	0.9ha.
RIGHT-OF-WAY			0.5ha.
TOTAL		42 units	3.0ha.

North:

Project Name:

**ANDERSON DRIVE  
BRUSSELS, ON**

**BAKER**  
Planning Group

Sheet Title:

**CONCEPTUAL DRAFT PLAN**

DISCLAIMER  
Site boundary and dimensions are approximate and subject to change based on a formal land survey. The design is conceptual and subject to engineering and municipality confirmation and input.

Version No:	Sheet No:
<b>1</b>	<b>DP-1</b>
Scale: <b>1:400 METRIC</b>	Date: 05/19/2022
File Location: dp2212_rev2.dwg	Drawn By: J.THIBERT



of communities, and adequate provision of a full range of housing. Further, the Application conforms with the Official Plan. As such, the development is appropriate to proceed through the Zoning By-law Amendment Application.

#### Provincial Policy Statement, 2020

The Provincial Policy Statement ("PPS"), 2020 is a province-wide policy document that sets out the government's land use vision for the built environment and the management of land and resources. The overarching intent of the PPS is to "provide for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. The document is to be read in its entirety and all relevant policies are to be considered. Municipal official plans are the most important vehicle for implementing the PPS and for achieving comprehensive, integrated, and long-term planning.

Section 1.1 of the PPS outlines the general policies for the development of efficient and resilient land use patterns and growth. Specifically, Section 1.1.1 outlines the policies to create sustainable, healthy, liveable, and safe communities, including:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;
- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;
- f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society;
- g) ensuring that necessary infrastructure and public service facilities are or will be available to meet current and projected needs;
- h) promoting development and land use patterns that conserve biodiversity; and
- i) preparing for the regional and local impacts of a changing climate.



Section 1.1.2 states that sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years. Section 1.1.3.1 and 1.1.3.2 states that growth and development shall be focused to settlement areas and that land use patterns in these areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the *infrastructure* and *public service facilities* which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
- c) minimize negative impacts to air quality and climate change, and promote energy efficiency;
- d) prepare for the impacts of a changing climate;
- e) support *active transportation*;
- f) are *transit-supportive*, where transit is planned, exists or may be developed; and
- g) are *freight-supportive*.

Section 1.1.3.6 states that new development taking place in designated growth areas should occur adjacent to the existing built-up area and shall have a compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities.

Section 1.1.3.7 b) of the PPS addresses the phasing of growth, stating that development should proceed in an orderly progression, in keeping with the provision of the necessary public services and infrastructure.

#### Directive #2 – Housing

Section 1.1 of the PPS provides general policies regarding growth and land use patterns. Section 1.4 of the PPS more specifically speaks to residential growth and the provision of an appropriate range and mix of housing types and densities. Section 1.4.3 states that planning authorities shall provide for a mix of housing types and densities by:

- a) establishing and implementing minimum targets for the provision of housing which is *affordable to low and moderate income households* and which aligns with applicable housing and homelessness plans. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;
- b) permitting and facilitating:
  1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and
  2. all types of *residential intensification*, including additional residential units, and *redevelopment* in accordance with policy 1.1.3.3;

- c) directing the development of new housing towards locations where appropriate levels of *infrastructure* and *public service facilities* are or will be available to support current and projected needs;
- d) promoting densities for new housing which efficiently use land, resources, *infrastructure* and *public service facilities*, and support the use of *active transportation* and transit in areas where it exists or is to be developed;
- e) requiring *transit-supportive* development and prioritizing *intensification*, including potential air rights development, in proximity to transit, including corridors and stations; and
- f) establishing development standards for *residential intensification*, *redevelopment* and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

#### Directive #3 – Supporting Existing Transportation Infrastructure

Section 1.6.7.2 of the PPS states that “efficient use shall be made of existing and planned infrastructure, including through the use of transportation demand management strategies, where feasible.”

#### Directive #4 – Supporting Long-Term Economic Prosperity

Section 1.7 of the PPS provides a detailed list of policies to support long-term economic prosperity in the Province, including the optimization of land, resources and infrastructure.

### **Planning Analysis**

It is our opinion that the Zoning By-law Amendment Application is consistent with the PPS. As outlined in the preamble to the PPS, the policy-led planning systems in Ontario seeks to address the complex inter-relationships between the pillars that contribute to good land use planning. This includes agricultural protection, range and mix of housing supply, housing for older persons, barrier-free building design, long-term economic prosperity, and the mitigation of climate change.

The Application has demonstrated consistency to these key directives, or pillars, by:

- Minimizing the need to expand the built boundary by optimally providing new compact housing supply within the built-up area (Section 1.1.1).
- Providing for street townhouse dwellings, thus providing for modest intensification within the built boundary that is within walking distance to area amenities of Brussels (Section 1.1.1).
- Providing residential intensification within the settlement area that has well established transportation connections and pedestrian amenities (Section 1.1.2 and 1.4).
- Providing a mix of residential uses and densities which efficiently use land and resources (Section 1.1.3).

- Optimizing existing municipal infrastructure through the use of municipal water, storm and sanitary pipes, as well as the existing road network (Section 1.6.6.1 and 1.6.7.2).
- A Stage 1 and 2 Archaeological Assessment has been completed and accepted by the Province (Section 2.6).

#### Maitland Valley Source Protection Plan

The Province of Ontario passed the Clean Water Act in 2006 to ensure clean, safe and sustainable drinking water is available for Ontarians. The intent is to protect water before it enters the municipal drinking water system. All planning decisions shall be in conformity with the policies that address significant drinking water threats as per Section 39 (1) (a) of the Clean Water Act.

The Act established 22 source water protection areas and source protection regions to manage existing and future risks to municipal drinking water sources. The Site is located within the Maitland Valley Source Protection Region and is subject to the policies of the Maitland Valley Source Protection Area (2019). Schedule MV-HE-1 (Brussels) to the Maitland Valley Source Protection Plan identifies that the Site falls within "Wellhead Protection Area C (WPHA-C)" and carries a "Groundwater Vulnerability" rating of 8.

The Source Protection Plan provides policies for residential land uses within this area including Policy R.4.4, R.4.5, R.4.7, and R.4.9, which prohibit sewage works where there would be a significant drinking water threat. No sewage treatment facilities are proposed for the Site; thus, no policies of the Source Protection Plan are applicable to the Proposed Development.

#### Huron County Official Plan, 2021

The purpose and implementation of the Huron County Official Plan ("County OP"), is outlined in Section 1.2, stating that:

*The County Official Plan is a statement of the community and is presented in the words of the community. It is a record and guide. Not only does it provide direction for the activities of individuals and community organizations, the County Official Plan provides guidelines to local municipalities for the development of local official plans. The policies and actions are general policies and are provided as guidance.*

The County OP includes six (6) resource maps, provided as reference, not land use designations. Detailed mapping and land use designations are to be provided in the local official plans. The Site is identified as "Primary Settlement Area (Type PII)" on the Settlement Areas Map. Primary Settlement Areas are the largest urban centres in the County and have full municipal services. As stated in Section 7.3 of the County OP, these areas are intended to be the primary location for growth and development in the County with the full range of services, amenities and employment opportunities. The County OP states that 65% of growth will be allocated to the Primary Settlement Areas, with 25% thereof directed to Type PII Primary Settlement Areas.

Section 7.3.2.1 states that “market pressures and changing demographics are altering the form of housing types and the density of residential development.” To accommodate these changes, communities will:

- a) *Encourage mixed use development;*
- b) *Contain an increase in overall density; and*
- c) *Provide adaptable forms of housing.*
- d) *Allow infill development at a higher density than the surrounding neighbourhood;*
- e) *Require new development in fully serviced greenfield areas to be at a higher density than the existing residential neighbourhoods of the settlement area,*  
*For example, including higher density uses, designing buildings for additional dwelling units, or establishing reduced lot area, frontage, and setback requirements than those in established neighbourhoods;*
- f) *Promote all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes.*

Section 7.3.4.3 states that existing infrastructure and public service facilities shall be optimized before new infrastructure is installed or expanded.

### Planning Analysis

It is our opinion that the Application conforms with the County OP as the proposed street townhouse will provide for new efficient growth within an existing built-up area that is adjacent to municipal infrastructure and the range of amenities provided by Brussels. The Application provides for a modest increase in overall density from the typical density for the immediate area, while maintaining the primarily low-density residential character.

#### Municipality of Huron East Zoning By-law 52-2006

The Municipality of Huron East Zoning By-law, adopted in 2006, zones the Site as “Residential Low Density (R1 & R1-H)”. The R1 zone permits single-detached dwellings, group homes, and converted dwellings, home occupations, and a bed and breakfasts. Block 34 of the Plan of Subdivision has a holding provision (-H) attached requiring that Council pass a By-law removing the holding symbol before development proceeds. Through the Zoning By-law Amendment Application, it is requested that a 0.9-hectare portion of the Site be rezoned from R1-H to R3 with site-specific regulations.

The R3 zone permits multiple attached dwellings of up to 8 units per building, also including permitted uses of apartments, nursing homes, and retirement homes. The following table provides a zoning analysis of the Proposed Development in relation to the R3 regulations.

Regulation	R3 (Multiple Attached Dwellings)	Proposed Development	Complies?
Maximum Number of dwelling units per building	8	6	Yes
Maximum Height of Building	11 m	To comply	Yes
Minimum Floor area per dwelling unit	1-bedroom unit: 55 sqm. 2-bedroom unit: 65 sqm. 3-bedroom unit: 84 sqm.	To comply	Yes
Minimum Lot Frontage for each dwelling unit			
Interior unit	5 m	7.0 m	Yes
Exterior unit	8 m	12.0 m	Yes
Corner unit	11 m	14.1 m	Yes
Minimum Lot Area for each dwelling unit			
Interior unit	190 sqm.	212.4 sqm.	Yes
Exterior unit	304 sqm.	364.1 sqm.	Yes
Corner unit	418 sqm.	422.6 sqm.	Yes
Minimum lot depth	38 m	30.3 m	No
Maximum lot coverage	40%	47% (Interior) 43% (Exterior) 30% (Corner)	No
Minimum front yard (Municipal Road)	6 m	6.0 m	Yes
Minimum rear yard	10 m	10.0 m	Yes
Minimum interior side yard	3 m	3.0 m	Yes
Minimum exterior side yard (Municipal Road)	6 m	5.2 m	No
Minimum landscaped open space	30%	41.5% (Interior) 57.9% (Exterior) 63.7% (Corner)	Yes
Minimum parking spaces	1 per dwelling unit	1 per dwelling unit	Yes

The Zoning By-law also requires privacy yards extending the width of the dwelling unit, of minimum depth of 6 metres from a window or 3 metres from a blank wall. Outdoor common amenity areas are required for every dwelling containing more than 4 units with a minimum size of 25 square metres per dwelling unit.

As noted in the table above, the Proposed Development does not comply with the lot depth and exterior side yard requirements of the R3 zone. As such, the following site-specific amendments are proposed:

1. To require a minimum lot depth for multiple attached dwelling units of 30 metres, whereas 38 metres is required.
2. To require a minimum exterior side yard of 5 metres, whereas 6 metres is required.

The proposed site-specific amendments are required to provide for an efficient and effective use of land designed and zoned for residential uses.

With respect to lot depth, Block 34 was created through the Plan of Subdivision with the intention of the building lots having a lot depth of 30.3 metres. The proposal for street townhouses does not alter the planned depth of the lots and maintains a street fronting housing product. With the reduced lot depth, the individual lots can continue to comply with the required front yard setback, rear yard setback, off-street parking, and minimum dwelling floor area.

The intent of exterior side yard setbacks is to maintain a consistent street wall, where exterior side yards from a corner lot would then align with front yard setbacks on the adjacent street. In this development, there are no lots facing the east-west portion of Bryans Drive or Street 'A'. A reduced exterior side yard setback to 5.0 metres will provide a consistent yard setback from both streets of 5.0 metres. Sufficient sightlines are provided at the corner intersections through the 20.0 metre right-of-way plus the 5.0 metre setback.

The proposed increase in the lot coverage for the street townhouses is appropriate, as all required site functional elements and setbacks can be provided, including parking, private amenity area, landscaping, and rear yard setback. The proposed lot coverage is in keeping with land use planning standards to promote modest intensification within built-up areas, while continuing to provide for low density housing forms.

## Summary

The Municipality of Huron East is proposing street townhouses within an existing registered plan of subdivision at the southeast to address the need for a range of housing types in the community.

Based on the foregoing analysis, it is our opinion that the Zoning By-law Amendment Application is appropriate is in the public interest and represents good land use planning. This opinion is supported by the following:

- The Application is consistent with provincial policy, by providing for the efficient and effective use of land within the built-up area;
- Conforms to the County OP, providing a modest density increase to the neighbourhood and providing adaptable housing forms;

- The proposed units have access to municipal roads, existing municipal infrastructure and are in walking distances to the area amenities of Brussels;
- The proposed zoning regulations are appropriate for the Proposed Development and will not result in unacceptable adverse impact and maintain the intent of the Zoning By-law provisions for street townhouses.

Kind regards,



Caroline Baker, MCIP, RPP  
Principal

c.c. Barry Mills, Huron East  
Jennifer Burns, County of Huron



## 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](http://www.huroncounty.ca)

To: Mayor MacLellan and Members of Huron East Council  
 From: Jenn Burns, Planner  
 Date: August 24, 2022

**Re: Z06-22 Zoning By-law Amendment**

Blocks 34, 35 & 44, Plan 596, Brussels Ward in the Municipality of Huron East

Owner/Applicant: Baker Planning Group c/o Caroline Baker for Municipality of Huron East

### RECOMMENDATION

It is recommended that Huron East Council approve the proposed zoning by-law amendment application Z06-22.

It is noted that this report was prepared in advance of the public meeting. Should concerns arise in between the report date and the public meeting, and/or at the public meeting, it is recommended that Council defer the application to provide staff time to investigate any concerns.

### PURPOSE and DESCRIPTION

This proposed Zoning By-law Amendment affects the lands legally known as Blocks 34, 35 & 44, Plan 596, Brussels Ward in the Municipality of Huron East. This application proposes to amend the zoning on the property from R1 (Residential Low Density) to R3-3 (Residential High Density- Special Zone) to allow for the development of 24 street townhouses consisting of four townhouse blocks with six dwelling units in each block. The R3-3 special zone provisions will:

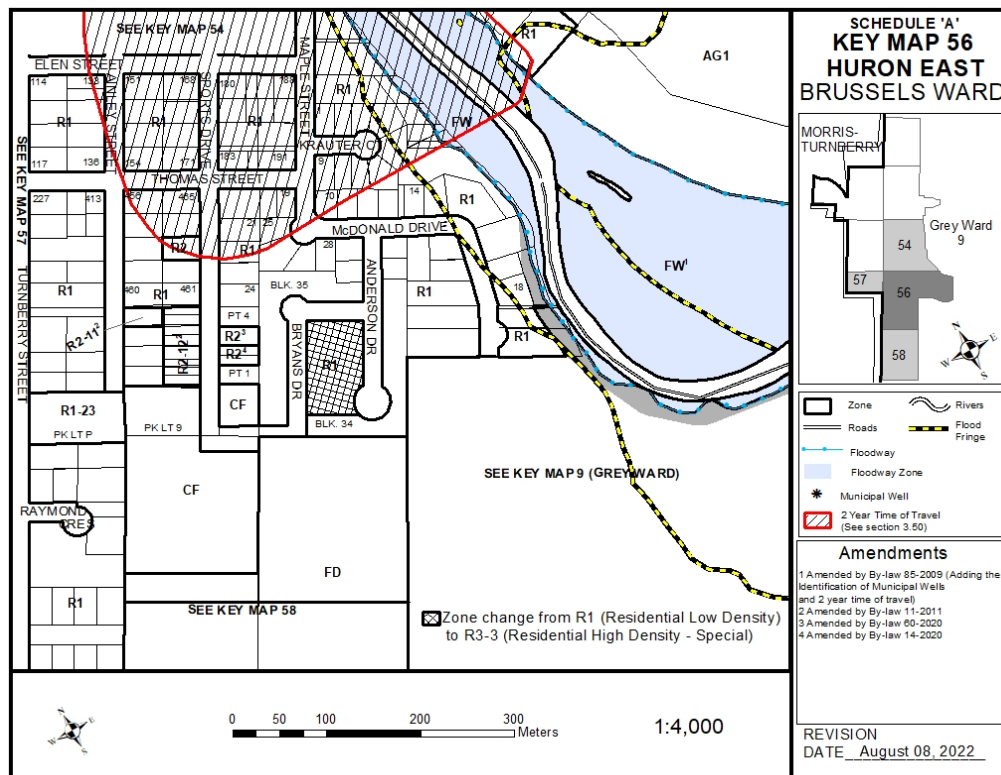
- Permit a lot depth of 30 metres, whereas a minimum of 38 metres is required;
- Permit an exterior side yard of 5 metres, whereas a minimum of 6 metres is required;
- Permit a lot coverage of 50%, whereas the maximum lot coverage is 40%

### REVIEW

The subject property is designated Residential in Schedule B of the Huron East Official Plan. The lands subject to the rezoning are currently zoned R1 (Residential Low Density). Figures 1 and 2 depict the lands to be rezoned. The subject property is vacant and within the Primary Settlement Area of Brussels. The lands property proposed for rezoning are also within an existing registered plan of subdivision. The subject lands require a zoning change to allow for higher density residential dwellings. The subject property is 2.1 hectares (5.21 acres) in area and the proposed area to be rezoned is 0.9 hectares (2.22 acres) in area, shown in figure 2. The lands proposed for rezoning will be subject to site plan approval.



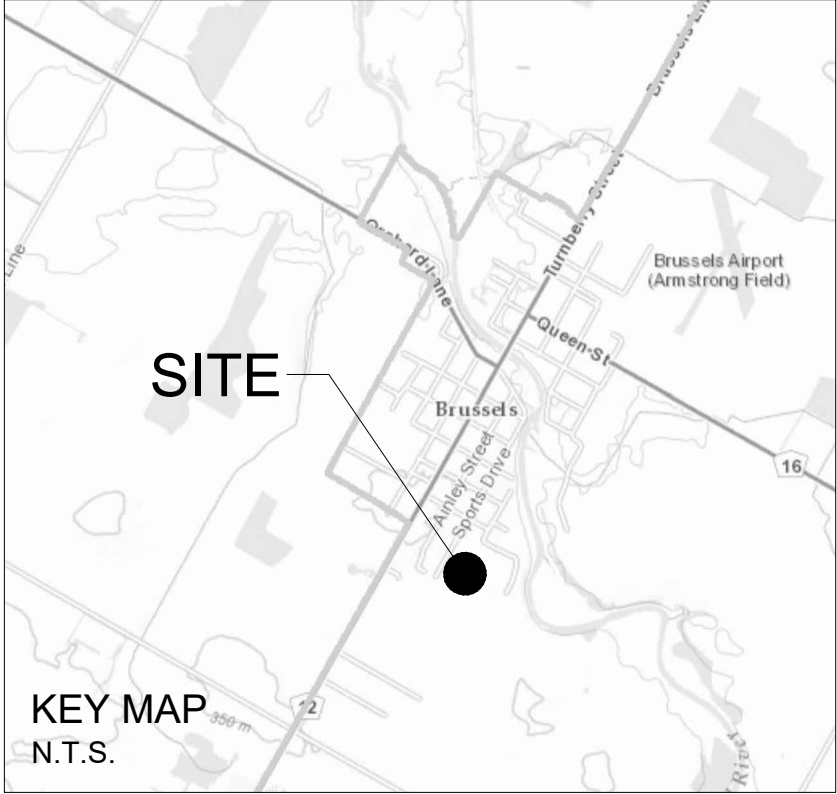
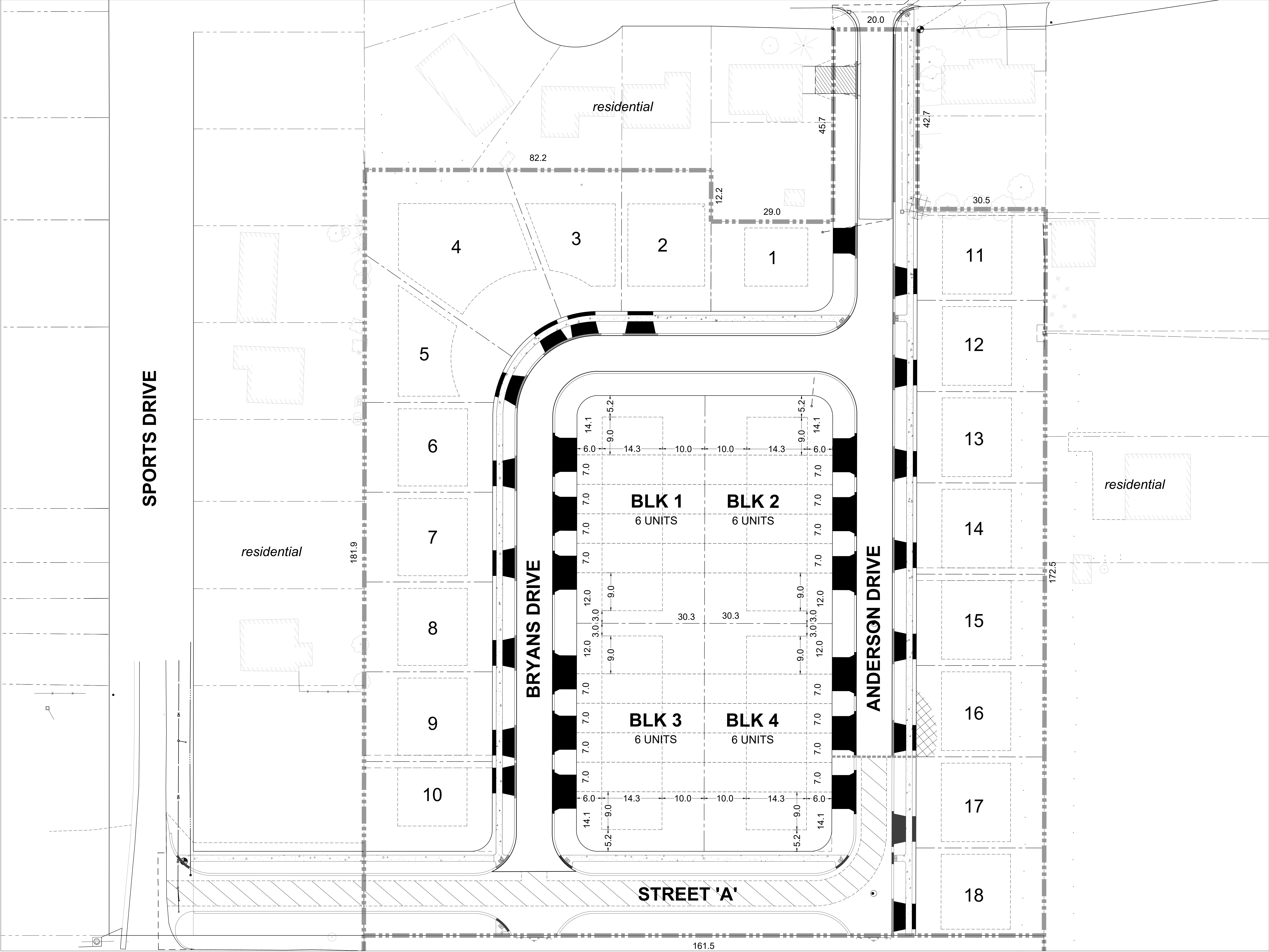
**Figure 1: Location of Proposed Zone Change (excerpt from Zone Map 56)**



**Figure 2: Aerial photo of the subject lands outlined in blue. Area to which this rezoning applies is shaded in orange.**



Figure 3. Concept Plan provided by Applicant



LAND USE SCHEDULE

DESCRIPTION	LOTS/BLKS.	UNITS	AREA (ha.)
LOW DENSITY RESIDENTIAL	1-18	18	1.6ha.
TOWNHOMES RESIDENTIAL	BLKS 1-4	24	0.9ha.
RIGHT-OF-WAY			0.5ha.
TOTAL		42 units	3.0ha.

North:

Project Name:

**ANDERSON DRIVE  
BRUSSELS, ON**

**BAKER**  
Planning Group

Sheet Title:

**CONCEPTUAL DRAFT PLAN**

DISCLAIMER  
Site boundary and dimensions are approximate and subject to change based on a formal land survey. The design is conceptual and subject to engineering and municipality confirmation and input.

Version No:	Sheet No:
<b>1</b>	<b>DP-1</b>
Scale: <b>1:400 METRIC</b>	Date: <b>05/19/2022</b>
File Location: <b>dp2212_rev2.dwg</b>	Drawn By: <b>J.THIBERT</b>

**Provincial Policy Statement 2020 and Huron County Official Plan**

The 2020 Provincial Policy Statement (PPS) and Huron County Official Plan both provide direction for encouraging development and growth to identified Settlement Areas. The PPS (s.1.4.3) and Huron County Official Plan (s. 7.3.2) also encourage mixed use development and densities that allow for an increase in overall density and adaptable forms of housing. The County Official Plan encourages growth and development to occur on full municipal services in primary settlement areas (s. 7.3.4). This application allows for development within a Primary Settlement Area (Brussels) on lands that are designated and zoned for residential development. The proposed development is consistent with the PPS and conforms to the County Official Plan.

**Huron East Official Plan**

This application is supportive of the primary settlement area goals for providing a wide variety of quality housing choices, residential intensification and is supported by the Huron East Official Plan policies in Section 6.4, General Urban Settlement Area Policies, specifically the policies in section 6.4.2, Intensification and section 6.4.4, Affordable Housing. Section 6.4.2 encourages the efficient use of land and increased intensification for residential development that is sensitive to the character of the neighbourhood. Section 6.4.4 encourages the establishment of affordable housing in a full range of housing forms and types. The Huron East Official Plan also directs new residential development to locations where adequate services including water supply, sanitary waste disposal, storm and surface drainage, roads, sidewalks, street lighting and facilities are available. The proposal for street townhouses within an existing registered plan of subdivision requests a modest density increase from the current zoning of the property. By proposing to increase the density and housing options for a vacant residential lot in an urban area, this application conforms to the policies in the Official Plan.

**Huron East Zoning By-Law**

The high-density residential zone permits multiple attached dwellings exceeding four units per building, whereas six units per building block are proposed here. The submitted concept drawing of the proposed townhouse blocks are consistent with the Huron East Zoning By-law for a high-density residential property, with the exception of reduced lot depth, exterior side yard and increased lot coverage. This application proposes to reduce the required lot depth of 38 metres minimum to 30 metres and reduce the exterior side yard minimum of 6 metres to 5 metres. It also proposes an increase in maximum lot coverage from 40% to 50%. The proposed special zone provisions are required to allow for efficient design of the development area. The original plan of subdivision was created with the intention of having lot depths of 30 metres while still allowing individual lots to meet the front and rear yard setback requirements. As there are no lots facing 'street A' in this development, the reduced exterior yard setback will maintain a consistent street wall and provide sufficient sightlines from corner intersections. The increased lot coverage provision is appropriate as all required site functional elements will be maintained and provided. The proposed development intends to meet all R3 zoning regulations with the exception of the provisions listed above.

Due to the proximity of the property to a watercourse, an archeological assessment was conducted by TMHC Inc. with no outstanding concerns.

A Planning Justification Report prepared by the Applicant, Baker Planning Group was also submitted in support of the application.

**COMMENTS RECEIVED**

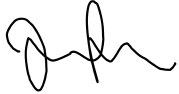
No concerns were received by staff, agencies or neighbours. This report was prepared in advance of the Public Meeting and Council should consider any comments that may arise prior to or at the Public Meeting.



**CONCLUSION**

In conclusion, the zoning amendment application is being sought to rezone the subject lands to a special R3 zone to permit the development of high-density street townhouses. The proposed zoning provisions are appropriate for development and maintain the intent of the Zoning By-Law provisions for multiple attached dwellings. There are no outstanding concerns for this application. It meets all applicable policy criteria and is recommended for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jenn Burns', with a stylized, cursive script.

Jenn Burns, Planner



**Municipality of Huron East**  
**Accounts Payable Listing for Council**  
**As of August 15, 2022**

Cheque Number	Date	Vendor Check Name	Invoice Description	Amount Paid
15704	7/11/2022	Receiver General	PIER REVIEW	\$ 151.62
15705	7/22/2022	Receiver General	PAYROLL REMIT JULY 1-15, 2022	\$ 34,381.47
15706	7/22/2022	Equitable Life of Canada	GROUP BENEFITS AUGUST 2022	\$ 17,886.92
15707	7/22/2022	Receiver General	RTP JUNE 2022	\$ 940.45
15708	7/22/2022	Egmondville Cemetery	2022 GIC INTEREST	\$ 750.00
15709	7/22/2022	Petty Cash-Cash Drawer	PETTY CASH- POSTAGE	\$ 4.40
15710	7/22/2022	Milverton Legion Band	BRSLs HOMEC - BAND FOR PARADE	\$ 600.00
15711	7/22/2022	Bayfield Ukulele Society	BRSLs HOMEC- PARADE BAND	\$ 300.00
15712	7/22/2022	Brussels Legion Pipes & Drums	BRSLs HOMEC- PARADE BAND	\$ 300.00
15713	7/27/2022	Chad Kregar	BRSLs HOMEC - ENTERTAINMENT	\$ 600.00
15714	7/27/2022	Haley McNeil	BRSLs HOMEC - ENTERTAINMENT	\$ 250.00
15715	7/10/2022	Adam Cousins	BRSLs HOMEC- CONCERT SINGER	\$ 800.00
15716	7/15/2022	Suzanne Jarvie	BRSLs HOMEC- CONCERT	\$ 600.00
15717	7/27/2022	London Security Services	BRSLs HOMEC- SECURITY SERVICES	\$ 15,110.59
15718	8/2/2022	Minister of Finance	EHT JULY 2022	\$ 4,817.00
15719	8/10/2022	Receiver General	PAYROLL REMIT - JULY 16-31	\$ 33,457.27
15720	8/17/2022	Image Advantage Solutions Inc	FILEHOLD	\$ 45,934.50
15721	8/17/2022	Minister Of Finance	JUNE 2022 OPP SERVICES	\$ 138,479.00
15722	8/17/2022	Allin, Nancy	VRC - TEACH CLASSES	\$ 189.00
15723	8/17/2022	Ann Anderson	TDN -CHILDCARE SUBSITY REBATE	\$ 22.47
15724	8/17/2022	Bad Apple Brewing Company Ltd	BMG- ALCOHOL	\$ 561.60
15725	8/17/2022	Baker Planning Group Ltd	BRUSSELS SUBDIVISION	\$ 2,531.20

15726	8/17/2022 Bauer Lawn Services	CONSERVATION LAWN SERVICE	\$	800.00
15727	8/17/2022 Bell Mobility	MOBILE PHONE CHARGES	\$	493.57
15728	8/17/2022 Katie Berry	TDN -CHILDCARE SUBSITY REBATE	\$	1,016.39
15729	8/17/2022 John Berwick	TDN -CHILDCARE SUBSITY REBATE	\$	806.25
15730	8/17/2022 Paula Brodie	TDN -CHILDCARE SUBSITY REBATE	\$	626.98
15731	8/17/2022 Bureau Veritas Canada (2019) Inc	BFD - COMPRESSED BREATHING AIR	\$	392.11
15731	8/17/2022 Bureau Veritas Canada (2019) Inc	SFD - COMPRESSOR AIR TEST	\$	375.16
15732	8/17/2022 Brenda Campbell	SUMMERFEST REIMBURSEMENT	\$	3,318.29
15733	8/17/2022 Carrier Emergency Vehicles	SFD/BFD/GFD-PUMP TESTING	\$	2,847.60
15734	8/17/2022 Chaput, Alicia	TDN -CHILDCARE SUBSITY REBATE	\$	632.52
15735	8/17/2022 Clinton Foodland	TDN - GROCERIES	\$	33.25
15735	8/17/2022 Clinton Foodland	TDN - GROCERIES	\$	34.95
15736	8/17/2022 Kelly Consitt	TDN -CHILDCARE SUBSITY REBATE	\$	321.28
15737	8/17/2022 Cooper, Brandon	TDN -CHILDCARE SUBSITY REBATE	\$	284.20
15738	8/17/2022 Emily Corbett	TDN -CHILDCARE SUBSITY REBATE	\$	356.73
15739	8/17/2022 Void Cheque - Printing Error			
15740	8/17/2022 Crop/Quest Inc.	WW - NASM SERVICES	\$	4,069.35
15741	8/17/2022 Derek McNiece Promotions	SFD - 12 RESCUE KNIVES	\$	425.97
15742	8/17/2022 Void Cheque - Printing Error			
15743	8/17/2022 Void Cheque - Printing Error			
15744	8/17/2022 Void Cheque - Printing Error			
15745	8/17/2022 Discount Drain Service Inc	VRC - SEWER REPAIRS	\$	13,554.35
15746	8/17/2022 Dorsch, Melinda	TDN -CHILDCARE SUBSITY REBATE	\$	652.60
15747	8/17/2022 Durst Tech Services	BMG-YEARLY SECURITY MONITORING	\$	339.00
15747	8/17/2022 Durst Tech Services	BLIB - SECURITY MONITORING	\$	339.00
15748	8/17/2022 Victoria Eccles	TDN -CHILDCARE SUBSITY REBATE	\$	314.32
15749	8/17/2022 Ferguson Plumbing & Heating	WW - EQUIPMENT REPAIRS	\$	601.16
15750	8/17/2022 Festival Hydro	STREET LIGHTS BRUSSELS	\$	1,471.08
15750	8/17/2022 Festival Hydro	STREET LIGHTS BRUSSELS	\$	8,988.09
15750	8/17/2022 Festival Hydro	STREET LIGHTS BRUSSELS	\$	167.05
15751	8/17/2022 David Fitzsimmons	TDN -CHILDCARE SUBSITY REBATE	\$	702.65
15752	8/17/2022 Glenwood Laboratories	VRC -STUDENT CPR TRAINING KIT	\$	123.10
15753	8/17/2022 Void Cheque - Printing Error			
15754	8/17/2022 Jessica Goldsworthy	TDN -CHILDCARE SUBSITY REBATE	\$	592.36

15755	8/17/2022 Great Promotions	BRSLS HOMEC- SHIRTS	\$	2,671.83
15756	8/17/2022 Jesse Greidanus	TDN -CHILDCARE SUBSITY REBATE	\$	166.80
15757	8/17/2022 Void Cheque - Printing Error			
15758	8/17/2022 Denise Hart	TDN -CHILDCARE SUBSITY REBATE	\$	20.08
15759	8/17/2022 Meagan Hopper	SWIMMING LESSONS REFUND	\$	60.00
15760	8/17/2022 Horton's Dairy	BMG - BAGS OF ICE	\$	172.00
15760	8/17/2022 Horton's Dairy	BMG- BLOCKS OF ICE	\$	579.20
15760	8/17/2022 Horton's Dairy	BMG - BAGS OF ICE	\$	223.60
15760	8/17/2022 Horton's Dairy	BMG - BAGS OF ICE	\$	430.00
15761	8/17/2022 Natasha Houweling	TDN -CHILDCARE SUBSITY REBATE	\$	67.21
15762	8/17/2022 Lisa N. Inderwick	PW - GRAVEL	\$	17,707.87
15763	8/17/2022 Sarah Jardine	TDN -CHILDCARE SUBSITY REBATE	\$	662.64
15764	8/17/2022 Amy Johnston	TDN -CHILDCARE SUBSITY REBATE	\$	820.11
15765	8/17/2022 Sarah Johnston-Sparling	TDN -CHILDCARE SUBSITY REBATE	\$	1,105.82
15766	8/17/2022 JR's Gas Bar & Family Rest.	BFD/BMG/BCEM-FUEL	\$	243.60
15767	8/17/2022 JUTZI WATER TECHNOLOGIES	WW - R&M EQUIPMENT	\$	257.64
15768	8/17/2022 Kelly Auto Service	SFD - AERIAL LADDER REPAIRS	\$	101.70
15768	8/17/2022 Kelly Auto Service	SFD - PUMPER #1 MAINTENANCE	\$	1,460.89
15769	8/17/2022 Philip Kelly	PW - GRAVEL	\$	17,707.87
15770	8/17/2022 KPMG LLP	ECON DEV-SERVICE DELIVERY REVI	\$	28,250.00
15771	8/17/2022 Denise Kuepfer	TDN -CHILDCARE SUBSITY REBATE	\$	1,265.04
15772	8/17/2022 Ethan Lajeunesse	TDN -CHILDCARE SUBSITY REBATE	\$	235.62
15773	8/17/2022 Courtney Lee	TDN -CHILDCARE SUBSITY REBATE	\$	187.44
15774	8/17/2022 Tyler Loughnane	TDN -CHILDCARE SUBSITY REBATE	\$	421.68
15775	8/17/2022 Marco-Clay Products Inc	BMG - PITCHING RUBBER	\$	144.47
15776	8/17/2022 Marsh Canada Ltd	BMG - BUILDERS INSURANCE	\$	23,733.00
15776	8/17/2022 Marsh Canada Ltd	BRSLS HOMEC- EVENT INSURANCE	\$	7,902.70
15777	8/17/2022 Meyers, Brent	TDN -CHILDCARE SUBSITY REBATE	\$	799.26
15778	8/17/2022 Liz Murtha	VRC - AQUAFIT CLASSES INSTRUCT	\$	216.00
15779	8/17/2022 Nationwide Imaging	ADMIN- PRINTER TONER	\$	3,226.38
15780	8/17/2022 Brady Nolan	TDN -CHILDCARE SUBSITY REBATE	\$	540.50
15781	8/17/2022 Larissa O'Donnell	TDN -CHILDCARE SUBSITY REBATE	\$	271.08
15782	8/17/2022 Pizza Train	BIA GC REDEEMED PIZZA TRAIN	\$	50.00
15783	8/17/2022 Amanda Popp	TDN -CHILDCARE SUBSITY REBATE	\$	24.48

15784	8/17/2022 Potter, Meghan	TDN -CHILDCARE SUBSITY REBATE	\$	638.62
15785	8/17/2022 Premier Truck Group	PW - T1-04	\$	38.05
15786	8/17/2022 Proper, Megan	TDN -CHILDCARE SUBSITY REBATE	\$	742.96
15787	8/17/2022 Purolator Inc	BFD - COURIER	\$	7.84
15787	8/17/2022 Purolator Inc	SFD - COURIER	\$	7.84
15788	8/17/2022 Dani Rathwell	TDN -CHILDCARE SUBSITY REBATE	\$	670.22
15789	8/17/2022 Ian Reinsma	TDN -CHILDCARE SUBSITY REBATE	\$	230.92
15790	8/17/2022 Rachel Runhardt	TDN -CHILDCARE SUBSITY REBATE	\$	481.92
15791	8/17/2022 Lori Saggars	DAYCAMP REFUND	\$	190.00
15792	8/17/2022 Melanie Scott	TDN -CHILDCARE SUBSITY REBATE	\$	672.68
15793	8/17/2022 Seaforth Firefighter's Assoc	CERTIFIED PUMP COURSE LUNCH	\$	378.49
15794	8/17/2022 Seaforth Foodland	BIA - GC REDEEMED	\$	50.00
15794	8/17/2022 Seaforth Foodland	COUNCIL MEETING - FOOD	\$	39.80
15794	8/17/2022 Seaforth Foodland	PW - JOB SITE WATER	\$	15.92
15795	8/17/2022 Seaforth Lions Club	LIONS ELIMINATION DRAW	\$	174.00
15796	8/17/2022 SGS Canada Inc.	WATER SAMPLING	\$	341.26
15797	8/17/2022 Stericycle ULC	ADMIN - SHREDDING	\$	117.27
15798	8/17/2022 Stanbury, Amy	TDN -CHILDCARE SUBSITY REBATE	\$	682.72
15799	8/17/2022 Davis Steffler	TDN -CHILDCARE SUBSITY REBATE	\$	22.47
15800	8/17/2022 Tori Terpstra	BMG- AUDITORIUM RENTAL REFUND	\$	200.00
15801	8/17/2022 Bill Tremeer	TDN -CHILDCARE SUBSITY REBATE	\$	722.88
15802	8/17/2022 Amy Upshall	TDN -CHILDCARE SUBSITY REBATE	\$	55.84
15803	8/17/2022 Te-Anna Vandyke	DAYCAMP REFUND	\$	287.50
15804	8/17/2022 W D Hopper & Sons Ltd	W - SEAFORTH R&M SUPPLIES	\$	18,430.84
15805	8/17/2022 Wighty's Repairs Inc.	SFD -PORTABLE PUMP REPAIRS	\$	604.62
15806	8/17/2022 James Wilbee	SFD-FOOD/WATER FOR PUMP COURSE	\$	86.22
15807	8/17/2022 Wynja, Kailley	TDN -CHILDCARE SUBSITY REBATE	\$	261.04
15808	8/17/2022 Robyn McClinchey	TDN -CHILDCARE SUBSITY REBATE	\$	817.80
15809	8/17/2022 Bell Canada	SCADA PHONE JUNE 2022	\$	156.81
15809	8/17/2022 Bell Canada	SCADA PHONE JULY 2022	\$	146.21
15810	8/17/2022 Staffen's Lawn Care	WINTHROP BALL PARK-GRASS CUT	\$	1,356.00
15811	8/17/2022 Michelin North America Inc	PW - G1-07	\$	6,158.25
15812	8/17/2022 Silver Creek Lanscaping	BIA - CEDAR TREES	\$	496.07
15813	8/17/2022 Messaage Holdings	PROPERTY TAX REFUND	\$	904.74



15814	8/17/2022 Wingham Memorials	CHAPMAN FOUNDATION RESTORATION	\$	621.50
15814	8/17/2022 Wingham Memorials	PENNINGTON FOUNDATION RESTORAT	\$	621.50
15815	8/17/2022 Cox Signs	BFD-LAWN SIGN FINAL 50% PAYMEN	\$	4,338.63
15816	8/17/2022 Godfrey, Jennifer	DAYCAMP REFUND	\$	130.00
15817	8/17/2022 Tuckersmith Comm Co-op	SITE PLAN DEPOSIT RELEASE	\$	2,000.00
15818	8/17/2022 Keppel Creek	JULY 2022 BYLAW ENFORCEMENT	\$	2,711.07
15819	8/17/2022 Jessica Haney	TDN -CHILDCARE SUBSITY REBATE	\$	291.87
<b>Total Cheques</b>			<b>\$</b>	<b>492,504.16</b>

DIRECT DEBIT	7/4/2022 Bell Canada	SDCC-FAX	\$	46.84
DIRECT DEBIT	7/4/2022 Bell Canada	SDCC - PHONE	\$	66.25
DIRECT DEBIT	7/4/2022 Bell Canada	PHONE- SFD	\$	125.00
DIRECT DEBIT	7/4/2022 Bell Canada	PHONE - C4TH OPP	\$	129.22
DIRECT DEBIT	7/7/2022 Bell Canada	PHONE - MCKILLOP	\$	58.14
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE - GREY SHED	\$	81.35
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE-BRSLS SHED	\$	73.44
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE - GFD	\$	122.70
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE - BFD	\$	160.00
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE - BRSLS OPP	\$	68.47
DIRECT DEBIT	7/25/2022 Bell Canada	PHONE-GREY TWP OFFICE	\$	59.88
DIRECT DEBIT	7/4/2022 Eastlink	TDN-PHONE	\$	39.19
DIRECT DEBIT	7/4/2022 Eastlink	CABLE/PHONE/INTERNET-VRC/TDN	\$	174.60
DIRECT DEBIT	7/11/2022 Edward Fuels (A Division of McDo SFD - FUEL		\$	293.44
DIRECT DEBIT	7/11/2022 Edward Fuels (A Division of McDo PW - FUEL		\$	2,623.95
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO-BRSLS ST LIGHTS	\$	1,385.34
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO- C4TH PUMP STATION	\$	1,548.53
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO- BMG	\$	3,217.97
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO-C4TH WELSH ST WELL	\$	3,423.07
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO-LLOYD EISLER SLIGHTS	\$	13.30
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO-SDCC	\$	2,117.59
DIRECT DEBIT	7/12/2022 Festival Hydro	HYDRO-C4TH STRLIGHTS	\$	2,706.25
DIRECT DEBIT	7/14/2022 Great-West Life Assurance Co	SFD - LIFE INSURANCE	\$	260.76
DIRECT DEBIT	7/20/2022 Hensall District Co-op	PW/BFD - FUEL	\$	35,852.28
DIRECT DEBIT	7/4/2022 Hydro One Networks Inc	HYDRO - BRIARHILL S LIGHTS	\$	24.59

DIRECT DEBIT	7/4/2022 Hydro One Networks Inc	HYDRO - VANASTRA STP	\$	2,568.31
DIRECT DEBIT	7/5/2022 Hydro One Networks Inc	HYDRO - GREY GARAGE	\$	308.00
DIRECT DEBIT	7/11/2022 Hydro One Networks Inc	HYDRO-STREET LIGHTS	\$	629.79
DIRECT DEBIT	7/18/2022 Hydro One Networks Inc	HYDRO- MCKILLOP SHED	\$	143.47
DIRECT DEBIT	7/18/2022 Hydro One Networks Inc	HYDRO-MCKILLOP OFFICE	\$	225.76
DIRECT DEBIT	7/18/2022 Hydro One Networks Inc	HYDRO - SEAFORTH STP	\$	6,248.83
DIRECT DEBIT	7/25/2022 Hydro One Networks Inc	HYDRO - POWERING CR DR.	\$	10.83
DIRECT DEBIT	7/25/2022 Hydro One Networks Inc	HYDRO - STREET LIGHTS	\$	342.09
DIRECT DEBIT	7/25/2022 Hydro One Networks Inc	HYDRO-STREET LIGHTS	\$	23.02
DIRECT DEBIT	7/25/2022 Hydro One Networks Inc	HYDRO- STREET LIGHTS	\$	492.16
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO - BRUCEFIELD WTP	\$	624.80
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO-TUCKERSMITH SHED	\$	155.12
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO- VANASTRA WATER	\$	731.17
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO - VANASTRA FOOD BOOTH	\$	35.41
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO- VANASTRA BALL PARK	\$	35.41
DIRECT DEBIT	7/27/2022 Hydro One Networks Inc	HYDRO - VRC	\$	2,177.72
DIRECT DEBIT	7/8/2022 Kincardine Cable	GFD - INTERNET	\$	41.75
DIRECT DEBIT	7/20/2022 Municipality Of Central Huron	VANASTRA WATER	\$	8,379.00
DIRECT DEBIT	7/4/2022 Otis Canada Inc	SLIB- ELEVATOR REPAIR	\$	59.09
DIRECT DEBIT	7/22/2022 Telizon Inc	LONG DISTANCE CHARGES JULY22	\$	7.03
DIRECT DEBIT	7/4/2022 The Beer Store	BMG - BEER SUPPLIES	\$	2,578.62
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	PHONE/INTERNET - TH/SFD/BFD	\$	446.55
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	INTERNET- TUCK/GREY	\$	109.73
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	PHONE - MCKILLOP PHONE	\$	344.65
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	PHONE/INTERNET-BMG	\$	118.11
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	INTERNET - BRUSSELS OPP	\$	73.45
DIRECT DEBIT	7/25/2022 Tuckersmith Comm Co-Op	INTERNET-SDCC	\$	157.01
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - FHT	\$	189.31
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - BMG	\$	165.95
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - BRSLS SHED	\$	33.52
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - BMG POOL	\$	63.30
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - BMD	\$	29.84
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - SDCC	\$	644.43
DIRECT DEBIT	7/7/2022 Union Gas	HEAT - BLIB	\$	43.01

DIRECT DEBIT	7/7/2022 Union Gas	HEAT- SEAFORTH WTP	\$	27.45
DIRECT DEBIT	7/14/2022 Union Gas	HEAT - VRC	\$	263.43
DIRECT DEBIT	7/25/2022 Union Gas	HEAT - SLIB	\$	33.89
DIRECT DEBIT	7/25/2022 Union Gas	HEAT - SFD	\$	5.54
DIRECT DEBIT	7/25/2022 Union Gas	HEAT - TUCKERSMITH SHED	\$	58.72
DIRECT DEBIT	7/21/2022 Waste Management	WASTE RMVL-BMG	\$	531.94
DIRECT DEBIT	7/21/2022 Waste Management	WASTE RMVL- TUCKERSMITH SHED	\$	1,329.31
DIRECT DEBIT	7/21/2022 Waste Management	WASTE RMVL-VAN/C4TH/BRSLs/TUCK	\$	33,816.00
DIRECT DEBIT	7/21/2022 Waste Management	WASTE RMVL-SDCC	\$	81.76
DIRECT DEBIT	7/21/2022 Waste Management	WASTE RMVL - SEAFORTH	\$	3,165.22
DIRECT DEBIT	8/5/2022 CIBC Visa	SDCC - SHORTS	\$	56.49
DIRECT DEBIT	8/5/2022 CIBC Visa	BMG - LIQUOR SUPPLIES	\$	595.20
DIRECT DEBIT	8/5/2022 CIBC Visa	ADMIN - DEPUTY TREASURER AD	\$	689.30
DIRECT DEBIT	8/5/2022 CIBC Visa	BMG - BEER SUPPLIES	\$	1,528.34
DIRECT DEBIT	8/5/2022 CIBC Visa	ADMIN - DEPUTY TREASURER AD	\$	529.97
DIRECT DEBIT	8/5/2022 CIBC Visa	PW - MEETING	\$	54.00
DIRECT DEBIT	8/5/2022 CIBC Visa	BMG - LIQUOR SUPPLIES	\$	2,928.80
<b>Total Direct Debits</b>			<b>\$</b>	<b>128,603.75</b>

EFT000000004874	8/17/2022 Maureen Agar	EXPENSE CLAIM- M. AGAR	\$	1,004.74
EFT000000004875	8/17/2022 A. G. Hayter Contracting Ltd	BAILLIE MUNICIPAL DRAIN	\$	6,114.90
EFT000000004876	8/17/2022 Ago Industries Inc	PW- SAFETY CLOTHING	\$	1,668.61
EFT000000004877	8/17/2022 Allan Fretz Welding & Repairs	PW - CATCH BASIN COVERS	\$	616.54
EFT000000004878	8/17/2022 Altruck Int'l Truck Centres	SFD - AERIAL REPAIRS	\$	1,808.89
EFT000000004879	8/17/2022 Artech Signs & Graphics	PW - ROAD CLOSED SIGN	\$	171.76
EFT000000004880	8/17/2022 Art's Landscaping	W- ASPHALT REPAIR	\$	8,402.96
EFT000000004881	8/17/2022 Arva Grain Corp	PW - DIXIE CHOPPER	\$	124.38
EFT000000004881	8/17/2022 Arva Grain Corp	PW - M6-13	\$	213.65
EFT000000004882	8/17/2022 Balaklava Audio - 1877449 Ontario	BIA - SOUND REPAIR	\$	884.56
EFT000000004882	8/17/2022 Balaklava Audio - 1877449 Ontario	BIA - SOUND REPAIR	\$	536.75
EFT000000004883	8/17/2022 Barmy Tech	W - CUSTOM FOUNTAIN COVER	\$	90.40
EFT000000004883	8/17/2022 Barmy Tech	BRSLs HOMEC - MERCHANDISE	\$	306.91

EFT000000004883	8/17/2022 Barmy Tech	BRSLS HOMEC- MERCHANDISE	\$	254.25
EFT000000004884	8/17/2022 Bayshore Broadcasting Corp	BIA - SHOP C4TH RADIO ADS	\$	216.96
EFT000000004885	8/17/2022 Lissa Berard	EXPENSE CLAIM- L. BERARD	\$	194.08
EFT000000004886	8/17/2022 Blackburn Media Inc	BIA- SHOP 2 WIN RADIO ADS	\$	488.16
EFT000000004886	8/17/2022 Blackburn Media Inc	BRSLS HOMEC- RADIO ADS	\$	395.50
EFT000000004886	8/17/2022 Blackburn Media Inc	BRSLS HOMEC- RADIO ADS	\$	395.50
EFT000000004887	8/17/2022 Bluewater Recycling Association-NA	AUGUST AUTOMATED	\$	4,317.76
EFT000000004888	8/17/2022 B M Ross & Associates Limited	STRUCTURE M17 ON MAPLE LINE	\$	4,812.11
EFT000000004888	8/17/2022 B M Ross & Associates Limited	PRINCESS ST RECONSTRUCTION	\$	1,171.59
EFT000000004888	8/17/2022 B M Ross & Associates Limited	STRUCTURE M41 -SUMMERHILL ROAD	\$	4,724.14
EFT000000004888	8/17/2022 B M Ross & Associates Limited	GODERICH ST E CONNECTING LINK	\$	835.64
EFT000000004888	8/17/2022 B M Ross & Associates Limited	STRUCTUR M41 - SUMMERHILL RD	\$	12,001.75
EFT000000004888	8/17/2022 B M Ross & Associates Limited	STRUCTURE M17- MAPLE LINE	\$	4,738.15
EFT000000004889	8/17/2022 Gary Boyer	GFD - MEDICAL FEE	\$	100.00
EFT000000004890	8/17/2022 Canadian Red Cross	VRC - FIRST AID	\$	80.00
EFT000000004890	8/17/2022 Canadian Red Cross	VRC- FIRST AID	\$	20.00
EFT000000004891	8/17/2022 Carson Supply	W/WW - SUPPLIES	\$	662.75
EFT000000004891	8/17/2022 Carson Supply	TURNBERRY STREET	\$	850.01
EFT000000004891	8/17/2022 Carson Supply	WW - INVENTORY SUPPLIES	\$	807.09
EFT000000004891	8/17/2022 Carson Supply	W/WW - HYDRANT GREASE	\$	341.71
EFT000000004891	8/17/2022 Carson Supply	W/WW - TUBE LINERS	\$	176.26
EFT000000004891	8/17/2022 Carson Supply	W/WW- ENVIROGARD	\$	123.40
EFT000000004891	8/17/2022 Carson Supply	W/WW - GASKET	\$	431.67
EFT000000004892	8/17/2022 Cedar Signs	PW - STREET NAME SIGNS	\$	221.88
EFT000000004893	8/17/2022 C-MAX Fire Solutions	BFD - UNIT 5-3 REPAIRS	\$	3,481.36
EFT000000004894	8/17/2022 Cochrane's Repairs	PW - L8-19	\$	124.41
EFT000000004895	8/17/2022 Comco Fasteners	WW - EQUIPMENT REPAIRS	\$	9.85
EFT000000004895	8/17/2022 Comco Fasteners	PW - SUPPLIES	\$	250.60
EFT000000004896	8/17/2022 ContinuiT Corp	ADMIN - NETWORK SUPPLY	\$	847.51
EFT000000004896	8/17/2022 ContinuiT Corp	ADMIN - IT SERVICES	\$	333.35
EFT000000004896	8/17/2022 ContinuiT Corp	ADMIN- IT SUPPORT	\$	254.36
EFT000000004896	8/17/2022 ContinuiT Corp	ADMIN - NETWORK SUPPORT	\$	1,824.95
EFT000000004897	8/17/2022 C T Environmental Ltd	PW - DRAIN FLUSH SEAFORTH	\$	13,441.35
EFT000000004898	8/17/2022 Dale Pump & Farm Service Ltd	PW - G1-07	\$	104.81

EFT000000004899	8/17/2022 Brenda Dalton	MILEAGE- B. DALTON	\$	18.30
EFT000000004899	8/17/2022 Brenda Dalton	MILEAGE - B DALTON	\$	18.30
EFT000000004900	8/17/2022 Dianne Diehl	MILEAGE - D. DIEHL	\$	42.70
EFT000000004900	8/17/2022 Dianne Diehl	MILEAGE - D. DIEHL	\$	56.73
EFT000000004901	8/17/2022 Brad Dietrich	MILEAGE - B. DIETRICH	\$	1,816.02
EFT000000004902	8/17/2022 Charlene Dietrich-Illsley	BMD - CLEANING JULY 2022	\$	320.00
EFT000000004903	8/17/2022 Economic Devel. Council of Ont	EDCO 2021 MEMBERSHIP	\$	158.67
EFT000000004903	8/17/2022 Economic Devel. Council of Ont	EDCO JOB POSTING	\$	226.00
EFT000000004904	8/17/2022 Cathy Elliott	ADMIN- MARRIAGE SERVICES	\$	600.00
EFT000000004905	8/17/2022 Elligsen Electric Ltd	BIA - HUT ELECTRICAL	\$	990.26
EFT000000004905	8/17/2022 Elligsen Electric Ltd	FHT - DOOR OPENERS REPAIR	\$	470.76
EFT000000004905	8/17/2022 Elligsen Electric Ltd	SDCC - LIGHTS REPAIR	\$	269.96
EFT000000004905	8/17/2022 Elligsen Electric Ltd	VRC - FAN & LIGHT REPAIR	\$	1,561.57
EFT000000004906	8/17/2022 ESL Utility & Municipal Prod.	W/WW - BRASS HEXBRUSH	\$	10.62
EFT000000004906	8/17/2022 ESL Utility & Municipal Prod.	W/WW - SUPPLIES	\$	708.91
EFT000000004906	8/17/2022 ESL Utility & Municipal Prod.	W/WW- RUBBER GASKET	\$	30.51
EFT000000004906	8/17/2022 ESL Utility & Municipal Prod.	W/WW - WRAP CLAMP	\$	348.94
EFT000000004907	8/17/2022 Excel Business Systems	PW - COPIER COST	\$	36.05
EFT000000004907	8/17/2022 Excel Business Systems	PW - COPIER COST	\$	43.14
EFT000000004907	8/17/2022 Excel Business Systems	PW - COPIER COSTS	\$	701.73
EFT000000004908	8/17/2022 Fairholme Dairy Ltd - Evans Whole	TDN - MILK	\$	142.20
EFT000000004909	8/17/2022 Finnbilt General Contracting Ltd	BRSLs WWTP FILTER BLDG& UV UPG	\$	150,598.90
EFT000000004910	8/17/2022 Fire Marshal's Public Fire Safety C	SFD - JUNIOR FIRE HELMETS	\$	209.05
EFT000000004911	8/17/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	216.32
EFT000000004911	8/17/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	246.94
EFT000000004912	8/17/2022 Foxton Fuels	BCEM - DIESEL FUEL	\$	382.64
EFT000000004913	8/17/2022 Gabel Electric	BMG - R&M ELECTRICAL	\$	400.02
EFT000000004913	8/17/2022 Gabel Electric	PLUMBING-CONSERVATION BATHROOM	\$	286.79
EFT000000004913	8/17/2022 Gabel Electric	BMG - R&M SPORTS FIELDS	\$	598.84
EFT000000004913	8/17/2022 Gabel Electric	BMG - ELECTRICAL REPAIRS	\$	81.25
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	BRYANS & ANDERSON SUBDIVISION	\$	12,880.31
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	MARJET STREET DEVELOPEMENT	\$	452.00
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	SMITH DRAINAGE WORKS	\$	322.05
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	COATES MUNICIPAL DRAIN	\$	3,061.57

EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	BAKER MUNICIPAL DRAIN	\$	2,675.28
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	BRYANS&ANDERSON SUBDIVISION	\$	12,081.95
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	BAKER MUNICIPAL DRAIN	\$	909.65
EFT000000004914	8/17/2022 GM BluePlan Engineering Limited	COATES MUNICIPAL DRAIN	\$	1,743.03
EFT000000004915	8/17/2022 Hawktree Solutions	VRC - MANNEQUINS	\$	1,627.24
EFT000000004916	8/17/2022 John Hill	MILEAGE - J. HILL	\$	723.46
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	TH - TOILET PAPER/PAPER TOWELS	\$	195.27
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	VRC - CLEANING SUPPLIES	\$	84.02
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	FHT - JANITORIAL SUPPLIES	\$	358.32
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	TDN - GLOVES	\$	98.08
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	FHT - WIPES	\$	441.31
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	VRC - TOILET PAPER	\$	51.36
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	SFD - TAKE OUT CONTAINERS	\$	131.57
EFT000000004917	8/17/2022 H.O. Jerry (1983) Ltd	TDN - CLEANING SUPPLIES	\$	211.62
EFT000000004918	8/17/2022 Hollandia Gardens Limited	VRC - POOL SUPPLIES	\$	355.95
EFT000000004918	8/17/2022 Hollandia Gardens Limited	VRC -POOL MAINTENANCE SUPPLIES	\$	754.11
EFT000000004919	8/17/2022 Huron Tire & Auto Inc.	PW - G1-07	\$	290.36
EFT000000004920	8/17/2022 Huron Tractor Ltd	BCEM - EQUIPMENT	\$	13,599.55
EFT000000004921	8/17/2022 Huronia Welding & Industrial	SFD - MEDICAL OXYGEN	\$	203.40
EFT000000004922	8/17/2022 Huron Ridge Acres	PW - FERTILIZER	\$	542.40
EFT000000004923	8/17/2022 Ideal Supply Inc	W/WW - SUPPLIES	\$	26.04
EFT000000004923	8/17/2022 Ideal Supply Inc	SFD - OIL	\$	11.64
EFT000000004923	8/17/2022 Ideal Supply Inc	W/WW - SUPPLIES	\$	17.71
EFT000000004924	8/17/2022 Jacobs Consultancy Canada Inc	W/WW- PROF SERVICES	\$	65,268.33
EFT000000004925	8/17/2022 J A Porter Holdings (Lucknow) Ltd	PW - CATCH BASINS	\$	1,450.36
EFT000000004925	8/17/2022 J A Porter Holdings (Lucknow) Ltd	PW - CATCH BASINS	\$	1,661.37
EFT000000004926	8/17/2022 Peter Jaycock	BMD - LAWN MAINTENANCE	\$	315.00
EFT000000004927	8/17/2022 King, Tammy	BRSLs HOMEC- MERCH	\$	172.00
EFT000000004927	8/17/2022 King, Tammy	BRSLs HOMEC- MERCH	\$	602.00
EFT000000004928	8/17/2022 KTI Limited	W/WW - SUPPLIES	\$	1,672.49
EFT000000004929	8/17/2022 Kurtis Smith Excavating Inc	BRYANS&ANDERSON SUBDIVISION	\$	244,357.81
EFT000000004930	8/17/2022 Langford Lumber & Builders Ltd	VRC - R&M SUPPLIES	\$	24.79
EFT000000004930	8/17/2022 Langford Lumber & Builders Ltd	VRC - BALLPARK DOOR	\$	46.41
EFT000000004930	8/17/2022 Langford Lumber & Builders Ltd	VRC - WHEEL/SCREWS	\$	34.97

EFT000000004930	8/17/2022	Langford Lumber & Builders Ltd	VRC - TOILET REPAIRS	\$	7.33
EFT000000004930	8/17/2022	Langford Lumber & Builders Ltd	TDN - R&M SUPPLIES	\$	8.69
EFT000000004931	8/17/2022	Lavis Contracting Co Ltd	KIPPEN ROAD RECONSTRUCTION	\$	1,335.26
EFT000000004931	8/17/2022	Lavis Contracting Co Ltd	HENSALL ROAD- PADDING/TOPCOAT	\$	398,979.22
EFT000000004931	8/17/2022	Lavis Contracting Co Ltd	PW-GRANULAR M	\$	11,331.15
EFT000000004931	8/17/2022	Lavis Contracting Co Ltd	PW - JARVIS ST SIDEWALK	\$	983.74
EFT000000004931	8/17/2022	Lavis Contracting Co Ltd	HENSALL ROAD - GRANULAR M	\$	19,412.93
EFT000000004932	8/17/2022	Lifesaving Society	VRC - LIFEGUARD CERTIFICATIONS	\$	57.00
EFT000000004932	8/17/2022	Lifesaving Society	VRC - FIRST AID/LIFESAVING	\$	461.25
EFT000000004933	8/17/2022	Lightning Equipment Sales Inc	PW - M1-14	\$	160.46
EFT000000004933	8/17/2022	Lightning Equipment Sales Inc	BFD - GREEN LED	\$	371.77
EFT000000004934	8/17/2022	The Looking Glass	BIA GC REDEEMED - LOOKING GLAS	\$	30.00
EFT000000004935	8/17/2022	MacDonald Automotive Performance	PW - L9-13	\$	332.64
EFT000000004935	8/17/2022	MacDonald Automotive Performance	PW - FLATBED TRAILER	\$	247.81
EFT000000004935	8/17/2022	MacDonald Automotive Performance	PW - L4-18	\$	878.04
EFT000000004936	8/17/2022	Bernie MacLellan	MILEAGE- B. MACLELLAN	\$	18.30
EFT000000004936	8/17/2022	Bernie MacLellan	MILEAGE - B. MACLELLAN	\$	104.92
EFT000000004937	8/17/2022	McCallum, Ken	EXPENSE CLAIM - K. MCCALLUM	\$	1,321.76
EFT000000004938	8/17/2022	McDonald Home Hardware Building	GFD - TAPE/TOWELS	\$	23.71
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BMG - TARP	\$	13.55
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BFD - FAUCET	\$	29.36
EFT000000004938	8/17/2022	McDonald Home Hardware Building	PW - SUPPLIES	\$	145.83
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BMG - POOL R&M	\$	221.40
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BMG - POOL DOORS REPAIRS	\$	76.35
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BRSL S DOG PARK - ANCHOR WEDGE	\$	23.41
EFT000000004938	8/17/2022	McDonald Home Hardware Building	VRC - BOOTH	\$	20.74
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BLIB - CLEANING SUPPLIES	\$	227.50
EFT000000004938	8/17/2022	McDonald Home Hardware Building	W/WW-SUPPLIES	\$	7.89
EFT000000004938	8/17/2022	McDonald Home Hardware Building	DOG PARK - WOOD	\$	65.49
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BRSL S HOMEC- MINI LIGHTS	\$	79.02
EFT000000004938	8/17/2022	McDonald Home Hardware Building	PW - SUPPLIES	\$	58.74
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BMD - CLEANING SUPPLIES	\$	35.34
EFT000000004938	8/17/2022	McDonald Home Hardware Building	VRC - PERGOLA	\$	1,377.72
EFT000000004938	8/17/2022	McDonald Home Hardware Building	BMG - HOSE NOZZLE	\$	10.50

EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	PW - SIGN POST	\$	81.34
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	DOG PARK - RAKE	\$	29.37
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - KEY	\$	12.17
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	PW - M5-18	\$	5.64
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - KEY	\$	12.17
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BCEM - HOOKS	\$	3.38
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - FIELD R&M SUPPLIES	\$	91.50
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	DOG PARK - CONCRETE	\$	207.06
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - DOOR KNOB	\$	28.24
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	PW - INSECTICIDE	\$	28.24
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - POOL DOORS	\$	25.90
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	VRC - BOOTH ADDITION	\$	932.09
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - HOSE CONNECTOR	\$	15.24
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - ELECTRICLE RECEPTILCE	\$	39.54
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - PEGS/TARPS	\$	60.97
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	PW - ROAD SIGNS	\$	92.16
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	PW - ROLLERS/PAINT	\$	86.41
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG- POOL DOORS	\$	2,021.57
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - R&M SUPPLIES	\$	44.61
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	MAITLAND CONSERVATION BATHROOM	\$	24.84
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - R&M SUPPLIES	\$	27.11
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	VRC - SOFTENER SALT	\$	54.17
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	DOG PARK - ANCHOR WEDGE	\$	15.28
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BLIB - JANITORIAL SUPPLIES	\$	150.12
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	BMG - POOL DOORS REPAIRS	\$	108.95
EFT000000004938	8/17/2022 McDonald Home Hardware Buildi	SDCC - R&M BUILDING	\$	176.23
EFT000000004939	8/17/2022 McGavin Farm Equipment Ltd	BMG - LAWN MOWER REPAIRS	\$	223.53
EFT000000004939	8/17/2022 McGavin Farm Equipment Ltd	PW - SUPPLIES	\$	71.07
EFT000000004939	8/17/2022 McGavin Farm Equipment Ltd	PW - M1-14	\$	154.25
EFT000000004939	8/17/2022 McGavin Farm Equipment Ltd	PW - M1-14	\$	217.09
EFT000000004939	8/17/2022 McGavin Farm Equipment Ltd	PW - M1-07	\$	57.38
EFT000000004940	8/17/2022 Alvin McLellan	MILEAGE - A MCLELLAN	\$	42.70
EFT000000004940	8/17/2022 Alvin McLellan	MILEAGE - MCLELLAN	\$	85.40
EFT000000004941	8/17/2022 Helen McNaughton	ADMIN - CLEANING	\$	885.76



EFT000000004942	8/17/2022 Brad McRoberts	EXPENSE CLAIM- B. MCROBERTS	\$	176.90
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-10	\$	120.65
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-18	\$	864.45
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-10	\$	305.90
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-18	\$	134.49
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-18	\$	1,243.68
EFT000000004943	8/17/2022 Midwestern Equipment Ltd	PW - M5-10	\$	253.31
EFT000000004944	8/17/2022 M & L Supply	SDCC - R&M SUPPLIES	\$	108.86
EFT000000004944	8/17/2022 M & L Supply	GFD - FIRE BOOTS	\$	719.79
EFT000000004944	8/17/2022 M & L Supply	SFD - SCBA TEST	\$	240.55
EFT000000004944	8/17/2022 M & L Supply	SFD - TOOLS & EQUIPMENT	\$	3,027.90
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	VRC - BOOTH	\$	3.70
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	TDN - PERGOLA	\$	137.50
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	BIA - ANCHOR WEDGE/FLAT WASHER	\$	12.66
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	VRC- KEY	\$	8.78
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	PW - PAPER TOWELS	\$	20.33
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	VRC - BOOTH	\$	50.31
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	DOG PARK - DRILL BITS	\$	10.84
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	TDN - PERGOLA	\$	88.00
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	BIA - SUN SHELTER	\$	1,128.87
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	VRC - BOOTH	\$	35.31
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	PW - CATCH BASINS	\$	91.48
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	W/WW - SUPPLIES	\$	25.61
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	VRC- BOOTH	\$	207.24
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	PW - SIDEWALKS	\$	80.95
EFT000000004945	8/17/2022 Moffat & Powell - Seaforth	W/WW - STAKES	\$	32.49
EFT000000004946	8/17/2022 Kevin Moore	BFD - FLOOR CLEANING	\$	200.00
EFT000000004947	8/17/2022 NICOLE DUQUETTE CONSULTING	BMG - RENO FUNDRAISING CONSULT	\$	8,475.00
EFT000000004948	8/17/2022 North Huron Publishing Inc	TDN/ADMIN- JOB AD/ FESTIVAL AD	\$	390.52
EFT000000004948	8/17/2022 North Huron Publishing Inc	GFD- FIREFIGHTERS BREAKFAST AD	\$	68.75
EFT000000004948	8/17/2022 North Huron Publishing Inc	BFD - FATHERS DAY AD	\$	68.75
EFT000000004948	8/17/2022 North Huron Publishing Inc	BFD - ADVERTISEMENT	\$	57.29
EFT000000004949	8/17/2022 Zoellyn Onn	MILEAGE - Z. ONN	\$	30.50
EFT000000004949	8/17/2022 Zoellyn Onn	MILEAGE - Z. ONN	\$	30.50

EFT000000004950	8/17/2022 Ontario One Call	PW- ASSESSED NOTIFICATIONS	\$	97.72
EFT000000004951	8/17/2022 Orkin Canada Corporation	VRC- PEST CONTROL	\$	73.22
EFT000000004951	8/17/2022 Orkin Canada Corporation	VRC - PEST CONTROL	\$	73.22
EFT000000004951	8/17/2022 Orkin Canada Corporation	FHT - PEST CONTROL	\$	83.11
EFT000000004952	8/17/2022 P E Inglis Holdings Inc	BMG - HAND SANITIZER	\$	576.30
EFT000000004953	8/17/2022 Pete's Paper Clip	BRSLS HOMEC - BADGE HOLDERS	\$	35.02
EFT000000004953	8/17/2022 Pete's Paper Clip	BIA GC REDEEMED	\$	50.00
EFT000000004953	8/17/2022 Pete's Paper Clip	BRSLS HOMEC - LAYNARDS	\$	95.99
EFT000000004953	8/17/2022 Pete's Paper Clip	VRC - OFFICE SUPPLIES	\$	193.80
EFT000000004953	8/17/2022 Pete's Paper Clip	TDN - OFFICE SUPPLIES	\$	464.57
EFT000000004953	8/17/2022 Pete's Paper Clip	PW - OFFICE SUPPLIES	\$	38.80
EFT000000004953	8/17/2022 Pete's Paper Clip	HEFD - PEN REFILLS	\$	7.11
EFT000000004954	8/17/2022 Rene Poels	EXPENSE CLAIM - R. POELS	\$	68.84
EFT000000004955	8/17/2022 Postmedia Network Inc.	ADMIN-CLINTON NEWS PPR SUBCRI	\$	60.00
EFT000000004955	8/17/2022 Postmedia Network Inc.	ADMIN/W/WW/PW- JOB/TENDER ADS	\$	2,226.10
EFT000000004956	8/17/2022 PSD Citywide Inc.	ADMIN - CITYWIDE SUPPORT	\$	7,119.00
EFT000000004957	8/17/2022 QMI-SAI Canada Limited	W/WW-DRINK WATER QUAL MNGMT	\$	2,599.00
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BMG - ANKLE SHACKLE	\$	9.85
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - SUPPLIES	\$	7.24
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - SUPPLIES	\$	69.91
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW- G3-95	\$	20.33
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BFD - SCBA REAPIR	\$	230.81
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - SUPPLIES	\$	80.76
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BFD- WRENCH/ANCHOR CHACKLE	\$	145.11
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BFD - CAR WASH SUPPLIES	\$	13.55
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BMG - TUBE SEALENT	\$	14.68
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - ORANGE FLAG/SAFETY HOOK	\$	38.51
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BLDG PROP - TOOLS	\$	73.44
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - BRUSH/FACESHIELD	\$	49.18
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BCEM - FUEL FILTER/HOSE	\$	5.64
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - L2-19	\$	8.62
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BCEM - SPARK PLUG	\$	7.09
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - M22-10	\$	69.47
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - LAWN MOWER MAINTENANCE	\$	31.30

EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - ORANGE FLAGS	\$	42.21
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	BMG - SPARK PLUG	\$	8.02
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - SUPPLIES	\$	33.72
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - NEEDLE SET	\$	25.90
EFT000000004958	8/17/2022 Radar Auto Parts - Brussels	PW - L7-10	\$	212.84
EFT000000004959	8/17/2022 Radar Auto Parts - Clinton	PW-TOOLS/L9-15/M1-14	\$	80.85
EFT000000004959	8/17/2022 Radar Auto Parts - Clinton	PW - SHAMPOO WAX	\$	44.51
EFT000000004959	8/17/2022 Radar Auto Parts - Clinton	PW - M3-19	\$	214.64
EFT000000004959	8/17/2022 Radar Auto Parts - Clinton	PW - T8-09/SUPPLIES	\$	243.74
EFT000000004959	8/17/2022 Radar Auto Parts - Clinton	PW - M1-14	\$	42.33
EFT000000004960	8/17/2022 RCAP Leasing Inc	SDCC - FLOOR SCRUBBER RENTAL	\$	599.65
EFT000000004961	8/17/2022 Richardson Fire Systems Inc	SDCC-ANNUAL FIRE & LIFE INSPEC	\$	1,839.36
EFT000000004962	8/17/2022 Rintoul's Pools & Spas Ltd	BMG- POOL SUPPLIES	\$	1,002.29
EFT000000004963	8/17/2022 Rival Office Solutions Inc	VRC - COPIER	\$	5.68
EFT000000004964	8/17/2022 R J Burnside & Associates Ltd	14TH CONCENSION DRAIN	\$	3,892.85
EFT000000004964	8/17/2022 R J Burnside & Associates Ltd	DRAIN- MEETINGS VARIOUS DRAINS	\$	7,525.80
EFT000000004964	8/17/2022 R J Burnside & Associates Ltd	DRAINAGE SUPERINTENDANT	\$	678.00
EFT000000004964	8/17/2022 R J Burnside & Associates Ltd	CHARTERS MUNICIPAL DRAIN, H	\$	6,363.23
EFT000000004965	8/17/2022 Robinson Chevrolet	PW - L7-10	\$	77.24
EFT000000004965	8/17/2022 Robinson Chevrolet	PW - L1-19	\$	73.68
EFT000000004965	8/17/2022 Robinson Chevrolet	PW - L7-10	\$	97.06
EFT000000004966	8/17/2022 Ryan Enterprises Truck Repair	BFD - UNIT 5-3 ANNUAL SAFETY	\$	774.45
EFT000000004966	8/17/2022 Ryan Enterprises Truck Repair	PW - T6-13	\$	990.34
EFT000000004966	8/17/2022 Ryan Enterprises Truck Repair	PW - T8-09	\$	711.55
EFT000000004967	8/17/2022 Seaforth Plumbing & Heating	VRC - SHOWER VALVE REPAIR	\$	259.90
EFT000000004967	8/17/2022 Seaforth Plumbing & Heating	VRC - R&M SUPPLIES	\$	493.23
EFT000000004967	8/17/2022 Seaforth Plumbing & Heating	VRC - PLUGGED SEWER	\$	327.70
EFT000000004968	8/17/2022 Sills Home Hardware	SDCC- LIGHTBULBS	\$	44.04
EFT000000004968	8/17/2022 Sills Home Hardware	VRC - SUPPLIES	\$	91.25
EFT000000004968	8/17/2022 Sills Home Hardware	SFD - VARIOUS	\$	335.59
EFT000000004968	8/17/2022 Sills Home Hardware	PW/W/WW- VARIOUS	\$	344.33
EFT000000004968	8/17/2022 Sills Home Hardware	FHT - SOFTNER SALT	\$	57.56
EFT000000004969	8/17/2022 SJ Fritzley Auto Repair	PW - L4-18	\$	3,568.34
EFT000000004970	8/17/2022 Municipality Of South Huron	PW-DUST CNTRL/SNOWPLOW	\$	3,464.58

EFT000000004971	8/17/2022 Stonetown Supply Services Inc	VRC - DISINFECTANT	\$	92.11
EFT000000004971	8/17/2022 Stonetown Supply Services Inc	VRC - HAND TOWELS	\$	156.84
EFT000000004972	8/17/2022 Swan Dust Control Ltd	FHT - MAT SERVICE	\$	68.76
EFT000000004972	8/17/2022 Swan Dust Control Ltd	FHT - MAT SERVICE	\$	68.76
EFT000000004972	8/17/2022 Swan Dust Control Ltd	TH - MAT SERVICE	\$	84.75
EFT000000004972	8/17/2022 Swan Dust Control Ltd	SDCC - MAT SERVICE	\$	101.24
EFT000000004972	8/17/2022 Swan Dust Control Ltd	TH - MAT SERVICE	\$	84.75
EFT000000004973	8/17/2022 Sysco - Southwestern Ontario	TDN - GROCERIES	\$	1,130.00
EFT000000004974	8/17/2022 Toromont - CAT	WALTON LF - COMPACTOR	\$	4,669.16
EFT000000004975	8/17/2022 Twins Lawn Care Service	FHT - LAWN MAINTENANCE	\$	339.00
EFT000000004976	8/17/2022 Nancy Whidden	TDN - GROCERIES	\$	87.49
EFT000000004977	8/17/2022 Gloria Wilbee	MILEAGE - G. WILBEE	\$	21.96
EFT000000004978	8/17/2022 WPCI Cedar Pointe	DRAINAGE SUPER- CELL PHONE	\$	414.37
EFT000000004978	8/17/2022 WPCI Cedar Pointe	TDN/ADMIN- CELL PHONES	\$	828.74
EFT000000004979	8/17/2022 Xpress Digital	VRC - POSTERS	\$	1,091.30
EFT000000004980	8/17/2022 Jennette Zimmer	MILEAGE-J. ZIMMER-JULY22-HE	\$	613.05
EFT000000004980	8/17/2022 Jennette Zimmer	MILEAGE-J.ZIMMER-JUNE22-CH	\$	417.24
EFT000000004980	8/17/2022 Jennette Zimmer	MILEAGE- J. ZIMMER-JUNE22-HE	\$	305.61
EFT000000004980	8/17/2022 Jennette Zimmer	MILEAGE- J. ZIMMER- JULY22-CH	\$	301.34
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	W/WW - PROFESSIONAL SERVICES	\$	65,268.33
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	W/WW - PROFESSIONAL SERVICES	\$	65,268.33
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	ANNUAL MONITORING WALTON LF	\$	17,747.70
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	W/WW - REPAIRS/CHEMICALS	\$	715.29
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	W/WW - PROFESSIONAL SERVICES	\$	65,268.33
EFT000000004981	8/17/2022 Jacobs Consultancy Canada Inc	W/WW - PROFESSIONAL SERVICES	\$	65,268.33
<b>Total EFT's</b>			<b>\$</b>	<b>1,414,763.55</b>

**Total Payroll-Pay Period 13 & 14 - Full-time, Part-time and Monthly \$ 175,643.84**

**TOTAL FOR APPROVAL BY COUNCIL \$ 2,211,515.30**

---

Mayor, Bernie MacLellan

Treasurer, Stacy Grenier

## Huron East Administration

**To:** Mayor MacLellan and Members of Council  
**From:** Jessica Rudy, Clerk  
**Date:** September 6, 2022  
**Subject:** Part Lot Control Exemption – 787 Sports Drive, Brussels – Henry Kroeker

---

### Recommendation:

That Council of the Municipality of Huron East consider the By-law to provide exemption from Part Lot Control for 787 Sports Drive in Brussels, Municipality of Huron East, County of Huron.

### Background:

The Municipality of Huron East has received an application for exemption from Part Lot Control for 787 Sports Drive in Brussels, Municipality of Huron East, County of Huron (Figure 1). The applicant is requesting to divide the subject property to allow for semi-detached dwelling to be located on two separate lots (one dwelling unit per lot). The subject property is located at 787 Sports Drive in Brussels, Municipality of Huron East, County of Huron.

The property is located on municipal water and sewer services. An easement agreement has been registered on title for the split services for both units. The two units are separated by a firewall. The reference plan is provided in Attachment 2.

Sign off from MacMillan for Lot Grading and Drainage has been received and there are no outstanding concerns from staff.

**Others Consulted:** Public Works Manager, Chief Building Official and Huron County Planning Department.

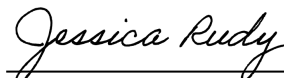
**Financial Impacts:** The application fee of \$2250 has been received and paid.

### Attachments:

[Attachment 1](#) – Subject Property Location

[Attachment 2](#) – Draft Reference Plan

### Signatures:



Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO



# 787 Sports Drive - Brussels



## Legend

- Parcel Fabric - Secure
- Municipal Boundary
- County Boundary

1: 4,514



229.3 0 114.66 229.3 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**

Notes



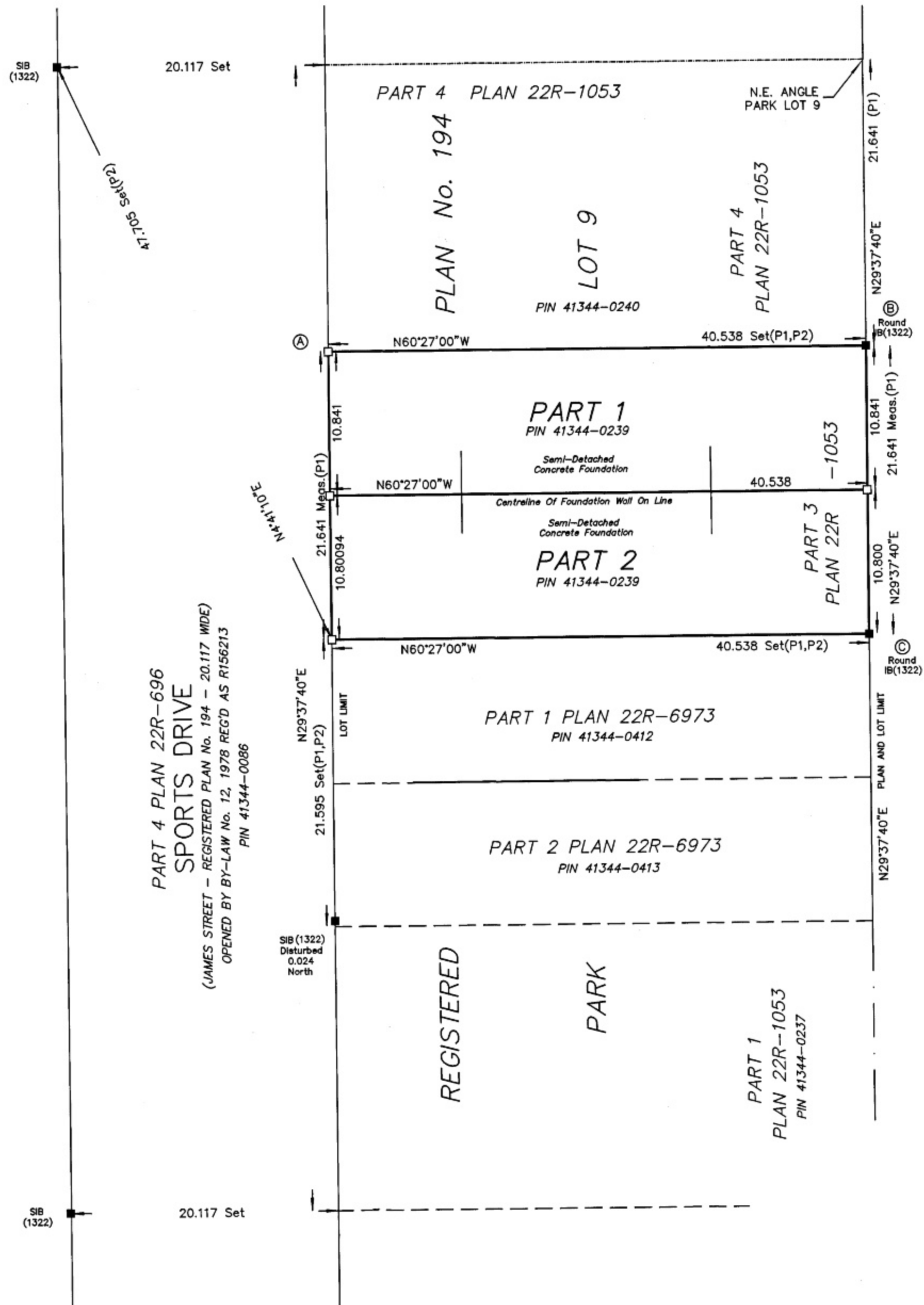
## INTEGRATION DATA

COORDINATES ARE DERIVED FROM GPS OBSERVATIONS  
USING SMARTNET NETWORK  
AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE)  
NAD83 (CSRS) EPOCH 2010  
COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE  
WITH SECTION 14(2) OF O.REG.216/10

POINT ID	NORTHING	EASTING
A	4842727.42	479692.86
B	4842707.40	479728.13
C	4842688.61	479717.43

CAUTION: COORDINATES CANNOT IN THEMSELVES, BE USED TO  
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN  
ON THIS PLAN.

DISTANCES SHOWN ON THIS PLAN ARE GROUND AND CAN BE  
CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE  
FACTOR OF 0.99956  
FOR BEARING COMPARISONS, A ROTATION OF 0°03'20" COUNTER-CLOCKWISE  
CAN BE APPLIED TO MATCH BEARINGS ON (P1) AND REGISTERED PLAN No. 596



I REQUIRE THIS PLAN TO BE  
DEPOSITED UNDER THE  
LAND TITLES ACT

DATE: MARCH 31 2022

D.A. CULBERT  
ONTARIO LAND SURVEYOR

PLAN 22R-7116 75

RECEIVED AND DEPOSITED

DATE: 2022/04/04

W. J. J. J. J.  
REPRESENTATIVE FOR  
LAND REGISTRAR FOR THE  
LAND TITLES DIVISION OF  
HURON (No 22)

## SCHEDULE

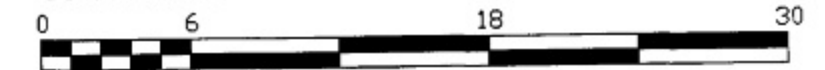
PART	LOT	PLAN	PIN
1	Part Of PARK LOT 9	194	PIN 41344-0239
2			

THIS PLAN COMPRISES ALL OF PIN 41344-0239

PLAN OF SURVEY  
OF PART OF

**PARK LOT 9**  
**REGISTERED PLAN No. 194**  
VILLAGE OF BRUSSELS  
MUNICIPALITY OF HURON EAST  
COUNTY OF HURON

SCALE 1:300



Metric

2021

D. CULBERT LTD.  
ONTARIO LAND SURVEYOR

## NOTES AND LEGEND

BEARINGS HEREON ARE GRID (SEE INTEGRATION CHART FOR DETAILS)

- DENOTES MONUMENTATION FOUND
  - DENOTES MONUMENTATION PLANTED
  - SIB DENOTES 2.5cm sq. STANDARD IRON BAR
  - SSIB DENOTES 2.5cm sq. SHORT STANDARD IRON BAR
  - IB DENOTES 1.6cm sq. IRON BAR
  - CC DENOTES CUT CROSS
  - WIT DENOTES WITNESS
  - AGM DENOTES ARCHIBALD GRAY & McKAY LTD., O.L.S.
  - 758 DENOTES B.M. ROSS, O.L.S.
  - 1322 DENOTES C.R. KIAR, O.L.S.
  - 1527 DENOTES D. CULBERT LTD., O.L.S.
  - P1 DENOTES PLAN 22R-1053
  - P2 DENOTES PLAN 22R-6973
- ALL PINS ARE SUFFIXED (LT) UNLESS NOTED (R)

## SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 2ND DAY OF JUNE, 2021

OCTOBER 27, 2021

D.A. Culbert

D.A. CULBERT  
ONTARIO LAND SURVEYOR

**D. CULBERT LTD.**

ONTARIO LAND SURVEYOR  
GODERICH, ONTARIO PHONE: 519-524-5321

ONTARIO  
**OCL**

LAND SURVEYOR

METRIC: DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN  
ARE IN METRES AND CAN BE CONVERTED TO FEET BY  
DIVIDING BY 0.3048

DRAWN BY: BDCS  
CHECKED BY: DAC

DIGITAL FILE: BS2104R1  
FILE No: BRUS-0194-04-13

PLAN No:  
**2-GZ-2376**

## Huron East Administration

**To:** Mayor MacLellan and Members of Council  
**From:** Jessica Rudy, Clerk  
**Date:** September 6, 2022  
**Subject:** Appointment of Municipal Investigators

---

### **Recommendation:**

That the Council of the Municipality of Huron East consider a By-law appointing Randy Scott and Sarah Shapton as Municipal Investigators for the Municipality of Huron East.

### **Background:**

The Ontario Wildlife Damage Compensation Program (OWDSCP) provides financial assistance to:

- Eligible livestock & poultry owners who have had livestock or poultry injured as a result of wildlife attack;
- Bee colonies, bee hives and bee-hive related equipment damages for wildlife.

Under the program Ontario municipalities have a responsibility to:

- Select and appoint municipal investigators who are qualified to investigate predation claims.
- Assign a municipal investigator immediately after an owner reports a livestock or poultry attack.
- Make current application forms available to all investigators.
- Ensure the application is complete and collect any missing information or documents before submission.
- Review and submit completed applications and any additional evidence to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).
- Collect and submit application information or evidence that is requested within the prescribed timelines.
- Pay an owner's approved application once the municipality receives a Municipality Report by email identifying the compensation value the Ministry assigns.
- Provide a Statement of Farm Support Payments (AGR-1) to owners who receive compensation.
- Pay and reimburse municipal investigators.

The appointed Investigator must do the following:



- Make themselves available to livestock or poultry owners with very little notice. It is imperative that any appointed Investigator can attend the farm within 72 hours after the reported loss.
- Meet with the livestock or poultry owner to investigate and report on the livestock loss.
- Ensure that all forms are complete and that the required supporting documentation is included. For example, three to six photos of each animal and evidence to support it.
- Submit the application to the Municipal office.

**Comments:**

Since August 2021, Huron East has been without a Municipal Investigator, which was previously referred to as a Livestock Evaluator.

In consultation with surrounding municipalities, both Randy Scott and Sarah Shapton have been recommended and are both interested in providing this service for Huron East. Both parties already possess the required Investigator Training for the OWDSCP.

By adopting the By-law, Huron East will be able to address livestock loss calls and ensure that the owners will have quick access to the OWDSCP.

**Financial Impacts:**

Municipal Investigators are paid upon the use of their service at a rate of \$30/hour and \$0.61/km.

August 2022 was the first instance that the Municipality has had to use a Municipal Investigator since the passing of the former Livestock Evaluator.

**Signatures:**

  
\_\_\_\_\_  
Jessica Rudy, AMP, Clerk

  
\_\_\_\_\_  
Brad McRoberts, MPA, P. Eng., CAO

## Huron East Administration

**To:** Mayor MacLellan and Members of Council  
**From:** Jessica Rudy, Clerk  
**Date:** September 6, 2022  
**Subject:** Revisions to the Animal Control and Noise By-laws

---

### **Recommendation:**

That the Council of the Municipality of Huron East consider the Animal Control and Noise By-laws for approval at the September 20, 2022 Council meeting.

### **Background:**

#### **Animal Control By-law:**

The Animal Control By-law was last reviewed in 2015, the proposed By-law will repeal By-law 44-2015.

A large portion of the revisions reflect the changes in Enforcement and largely focus on canine control. Since 2021 the Municipality has been without an Animal Control Officer (ACO), and during the recruitment stage for a new ACO staff determined that the type of services provided by the previous ACO were no longer readily available. In August 2022, Huron East entered into a shared service agreement with Central Huron and Morris-Turnberry for a Dog Catcher.

As a part of the revised service being offered by a Dog Catcher, staff reviewed the By-law and differentiated what should be handled by the Dog Catcher versus the By-law Enforcement Officer. Terminology and processes outlined within the By-law were updated to reflect these changes.

Any reference to specific fees for things such as dog tags, and kennel licences now point to the Municipality's Fees and Charges By-law, allowing these fees to change as deemed necessary whereas previously they were attached as a set schedule to the Animal Control By-law.

Any reference to cats or other domestic pets were removed from the By-law. Citizens with concerns for these are being directed to the Humane Society or Animal Welfare. Any concerns/complaints in regards to such things as racoons, rodents etc., are requested to contact a pest control company of their choosing.

The prohibition of, mainly exotic, animals remain in place and are attached as Schedule A. Staff will still be requiring anyone to apply for an exemption in regards to harbouring

any prohibited animal and will keep a registry of such exemptions. Exemptions are provided for such things as zoos, film productions, and educational programs.

**Noise By-law:**

The only Noise By-law referred to in Huron East is the former Town of Seaforth By-law from 1985. The proposed By-law will replace the Seaforth By-law and will have jurisdiction across the entirety of the Municipality.

The proposed By-law has incorporated many changes including, but not limited to, definitions for Noise and Excessive Noise and a list prohibitions which include construction noise between 9:00 p.m. – 7:00 a.m., and the discharging of firearms, explosives or fireworks between the hours of 10:00 p.m. – 7:00 a.m. The prohibitions are consistent with neighbouring municipalities.

Exemptions include noise/sound created in emergency situations and situations that effect the health and safety of the inhabitants of the Municipality. The operation of machines and equipment on behalf of Municipality, such as snow removal, grass cutting, maintenance projects etc. is also stated as an exemption.

The proposed By-law outlines that a citizen may apply for an exemption to the By-law and the application would be subject to Council approval. This may include things like community events, concerts, and larger gatherings. Council may grant or deny exemption applications, as they see fit, and apply terms and conditions. Any breach of a term or condition by the applicant would consider the exemption null and void.

**Comments:**

At this time staff are seeking approval for the By-laws at the next regular Council meeting on September 20, 2022. The By-laws will be posted on the Municipal website, engagement platform (H.E.A.R) and social media over the next two weeks and any feedback will be provided at the time of final reading.

**Others Consulted:**

The CAO, By-law Enforcement Officer and Fire Chief were consulted during the By-law review process.

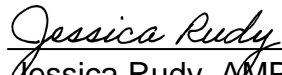
**Financial Impacts:**

Nil.

**Attachments:**

[Attachment 1](#): Draft Animal Control By-law

[Attachment 2](#): Draft Noise By-law

**Signatures:**

---

Jessica Rudy, AMP, Clerk

---

Brad McRoberts, MPA, P. Eng., CAO

**The Corporation**  
**of the**  
**Municipality of Huron East**  
**By-law No. xx of 2022**

Being a By-law to Regulate Animal Care and  
Control within the Municipality of Huron East

**Whereas** Section 9 of the Municipal Act, 2001, S.O. 2001 c. 25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

**And Whereas** Section 11(1) of the Municipal Act, authorizes a lower-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in Subsection (4) of the Act;

**And Whereas** Section 11(3) of the Municipal Act, authorizes a lower-tier municipality to pass by-laws respecting animals;

**And Whereas** Section 103(1) of the Municipal Act, provides that municipalities may pass a by-law regulating or prohibiting with respect to the being at large or trespassing of animals and may provide for the seizure, impounding and sale of such animals being at large or trespassing contrary to the by-law;

**And Whereas** Section 151 of the Municipal Act, authorizes a municipality to provide for a system of licenses with respect to a business;

**And Whereas** Section 391 of the Municipal Act, 2001, S.O. 2001 c. 25 authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or behalf of it;

**And Whereas** The Corporation of the Municipality of Huron East deems it desirable to pass a by-law with respect to the control of canines;

**Now Therefore** the Council of the Corporation of the Municipality of Huron East enacts as follows:

- 1. Short Title**
  - 1.1 This By-law may be cited as the “Animal Control By-law”.
- 2. Definitions In this by-law:**
  - 2.1 "**Act**" means the *Municipal Act, 2001*, R.S.O. 2001, Chapter 25, as amended from time to time.
  - 2.2 "**Attack**" means aggressive physical contact.
  - 2.3 "**Bite**" piercing or puncturing of the skin as a result of contact with a dog's tooth or teeth.
  - 2.4 "**Clerk**" means the Clerk appointed by the Council of the Corporation of the Municipality of Huron East pursuant to the Act.
  - 2.5 "**Council**" means the Council of the Corporation of the Municipality of Huron East.
  - 2.6 "**Dog**" or "**Canine**" means a male or female dog over the age of twelve (12) weeks and may be neutered or spayed.
  - 2.7 "**Dog Catcher**" means a Dog Catcher appointed by by-law of the Municipality,

whose duty is to catch canines running at large.

- 2.8 **"Dog Tag"** means an identification tag bearing a serial number which is issued by the Clerk, or his/her designate.
- 2.9 **"Dwelling Unit"** means a room or suite of two or more rooms, designed or intended for use by any person or persons, in which sanitary conveniences are provided and in which facilities are provided for cooking or installation of cooking equipment and the land on which it is located.
- 2.10 **"Harbour"** does not include the provision of shelter to a dog for a period of time of less than seven days provided that the dog is owned by someone other than the household group normally a resident in the dwelling unit in which the dog is harboured and can provide proof of a permanent address.
- 2.11 **"Kennel"** shall mean a licensed establishment where more than three (3) dogs are kept for the purpose of show, training, keeping, breeding, and raising for profit or gain, but shall not apply to the keeping of animals in a veterinary establishment for the purpose of observation and/or recovery to veterinary treatment.
- 2.12 **"License"** means the receipt issued by the Municipality upon payment of the required fee or charge.
- 2.13 **"Livestock"** means any domestic fowl (including chickens, geese, ducks, turkeys, guinea fowl, etc.), horse, donkey, mule, bull, ox, cow or other cattle, goat, swine, sheep, llama, mink, fox, emu, ostrich but not limited to the aforementioned or the young thereof.
- 2.14 **"Microchip"** means an approved 'Canadian Standard' encoded identification device implanted into an animal, which contains a unique code that permits or facilitates access to owner information, including the name and address of the owner, which is stored in a central data base.
- 2.15 **"Municipal Law Enforcement Officer"** shall mean a By-law Enforcement Officer, interim or full time, as appointed by Council for the Corporation of the Municipality of Huron East.
- 2.16 **"Municipality"** means the Corporation of the Municipality of Huron East.
- 2.17 **"Muzzle"** means a humane fastening or covering device of adequate strength placed over the mouth of an animal to prevent it from biting and the word "muzzled" and or "muzzling" have a similar meaning.
- 2.18 **"Owner of a Dog"** means any person who owns, possesses, harbours or has custody of an animal and, where the owner is a minor, the person responsible for the custody of the minor. This shall also include a person who is temporarily the keeper of the animal.
- 2.19 **"OSPCA"** means the Ontario Society for the Prevention of Cruelty to Animals.
- 2.20 **"Pound"** means the place which is used for the temporary housing and care of animals that have been impounded pursuant to this By-law and so designated by Council.
- 2.25 **"Pound Keeper"** means the person or agency designated for the Municipality to oversee and operate the pound.
- 2.27 **"Prohibited Animal"** means an animal of which the keeping of is prohibited within the Municipality of Huron East as described in Schedule "A" of this By-law.
- 2.28 **"Redemption Period"** means the period of time which the owner of a dog that has

been impounded pursuant to this by-law has the right to redeem it.

- 2.29 **“Rural Area”** is as described in the Municipality’s Zoning By-law as amended from time to time.
- 2.30 **“Service Animal”** means a guide dog or a service animal as those terms are used in Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, C. 11, as amended or replaced from time to time.
- 2.31 **"Vicious Dog"** means a dog which has, without provocation, attacked or bitten a person or another animal or communicated by its actions or intention, habit, tendency or has demonstrated a propensity to do so.
- 2.31 **"Without provocation"** means in the absence of teasing, tormenting, abusing or assaulting actions upon the dog, or its owner, either in the past or the present, by the person or domestic animal, who sustained the bite or attack.

### 3. Responsibility to Care for Animals

- 3.1 Every person who keeps an animal within the Municipality shall ensure that such animal is provided with,
- (a) a clean and sanitary environment free from an accumulation of fecal matter, odor, insect infestations or rodent attractants that disturb or are likely to disturb the enjoyment, comfort, convenience of a person or may endanger the health of any person or animal, and
  - (b) adequate and appropriate care, food, water, shelter, and opportunity for physical activity.

### 4. Limit of Dogs in a Dwelling Unit

- 4.1 The total number of dogs shall not exceed more than two (2) per unit in a multi-dwelling or any dwelling with a lot area of 0.4 ha (1 acre) or less. No more than three (3) dogs shall be harboured, at any time, in a dwelling that has a lot area equal or more than 0.4 ha (1 acre).
- 4.2 Any dogs over the maximum allowed in Section 4.1, not licensed at the time of passing of this By-law, shall be licensed within forty five (45) days or shall be deemed in violation of this By-law.
- 4.4 A person may harbour more than three (3) dogs at a premise without a kennel license, provided all the following conditions are met:
- (a) the person is keeping livestock upon the same premises;
  - (b) the premises is on land that is zoned agricultural;
  - (c) the dogs are licensed annually in accordance with this By-law; and
  - (d) the dogs are livestock guardian dogs and/or herding dogs.

### 5. Licencing of Dogs

- 5.1 Every dog owner shall, on or before the 28<sup>th</sup> day of February in each and every year, or upon becoming the owner of a dog after the 28<sup>th</sup> day of February, register such dog or dogs with the Clerk or their designate within fifteen (15) days of possession and pay the prescribed fees as set out in the Municipality’s Fees and Charges By-law. The dog owner shall also procure a metal dog tag for each dog owned, up to the allowable maximum of dogs as set out in Section 4.1. Every dog tag purchased after February 28<sup>th</sup> shall have a penalty imposed as set out in the Municipality’s Fees and Charges By-law. This penalty shall not apply to a dog that

comes into possession of an owner after such date.

- 5.2 Notwithstanding Section 5.1 hereof, the fees to licence and register a dog that is required to assist a disabled person shall be waived with appropriate documentation.
- 5.3 Upon application for a licence, the owner shall sign the dog licence application that a certificate has been signed by a practicing veterinarian that the dog has been inoculated with an up to date Anti-Rabies Vaccine prior to the date of application for the licence.
- 5.4 Upon application for a licence for a spayed female dog or neutered male dog the applicant shall produce, if requested to the Municipality or its authorized agent at the time of application, a certificate from a veterinary surgeon that such female dog has been spayed or such male dog has been neutered.
- 5.5 A record of the dog tags issued shall be kept by the Clerk or other officer designated by the Municipality for that purpose, showing the name, address and contact information of the owner and the serial number of the dog tag.
- 5.7 No tag shall be used for a dog other than the one for which it was issued.

## **6. Vicious Dogs**

- 6.1 A vicious dog shall have a special licence fee as set out in the Municipality's Fees and Charges By-law.
- 6.2 An owner of a vicious dog shall obtain and maintain a policy of public liability insurance by an insurer licensed by the Province of Ontario providing third party liability coverage in the amount of Five Hundred Thousand (500,000) dollars for any damage or injury caused by said dog. Proof of insurance shall be provided to the Municipality.
- 6.3 An owner of a vicious dog shall implant an electronic identification microchip in the dog.
- 6.4 An owner of a vicious dog shall provide the information contained on the microchip to the Clerk.
- 6.5 An owner of a vicious dog shall post "Beware of Dog Signs" on the perimeter of the property upon which the dog is harboured.
- 6.6 An owner of a vicious dog shall keep such dog confined within the premises, or keep such dog confined in an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing the dog from escape and preventing entry from unsupervised children.
- 6.7 An owner of a vicious dog shall ensure that the enclosure or other structure is locked.
- 6.8 An owner of a vicious dog shall notify the Dog Catcher if the animal is running at large.
- 6.9 No owner of a vicious dog shall permit it to be walked by a person under eighteen (18) years of age and shall ensure that the vicious dog is muzzled and leashed.
- 6.10 All requirements for a vicious dog shall be required until the dog is destroyed or the Clerk, or designate appointed for the purpose of enforcing the Municipality's By-law exempts the owner from the vicious dog requirements.



## **7. Kennel Licencing**

- 7.1 No person shall operate a kennel without, before the 28<sup>th</sup> day of February in each and every year, or upon the commencement of the operation of a kennel after the 28<sup>th</sup> of February in a given year, first applying for and obtaining from the Clerk a kennel licence and paying the prescribed fee as set out in Municipality's Fees and Charges By-law.
- 7.2 No person shall keep more than the allotted amount of dogs as described in Section 4.1, or over the age of twelve (12) weeks at one location unless a kennel licence is obtained or is exempted by the provisions of Section 4.4.
- 7.3 A kennel operator, with a kennel licence, is not required to apply for a license pursuant to section 4.1 with respect to the number of dogs harboured in the kennel.
- 7.4 Every person who holds a kennel licence shall comply with the following requirements:
- (a) The kennel shall be in separate building from a dwelling unit.
  - (b) The kennel building and its location must conform to the Municipality's Zoning By-law and the Ontario Building Code as amended from time to time.
  - (c) The kennel building shall have a floor of concrete or other impermeable material and shall have a drain opening constructed as a plumbing fixture and such floor shall be thoroughly cleaned daily, or more often if necessary.
  - (d) The kennel building shall have adequate lighting, windows that may be opened for proper ventilation, a heating system sufficient to adequately heat the building, running water and a food preparation area.
- 7.5 Inside dog runs minimum standards:
- (a) At least 2.5 feet (0.75 metres) wide, 6 feet (1.8 metres) high and 15 square feet (1.35 metres) in area.
  - (b) Has a floor of solid, readily sanitized and fluid-impervious material.
  - (c) Enclosed by walls of solid, readily sanitized and fluid impervious material or surrounded by partitions which are solid, readily sanitized and fluid - impervious materials extending from the floor for at least 4 feet (1.2 metres) above the solid material, or other material that will prevent an animal confined in the run from escaping which extends to 6 feet (1.8 metres) above the floor.
  - (d) Constructed so that liquid cannot escape or pass to another run except through a drain, or drainage channel leading directly to a drain, which is inaccessible to an animal in the run.
  - (e) Has a door which does not open into another run.
  - (f) Well constructed and secure.
  - (g) Well ventilated.
  - (h) Properly drained.
- 7.6 If dogs are being housed outside, the breed of dog must be properly acclimatized to seasonal and regional temperatures. Aged, young, or infirmed dogs shall be housed indoors. Shelter and protection from cold and heat must be provided including protection from direct sunlight, rain, sleet, and snow, which includes an

enclosed area with dry bedding.

- 7.7 Where a clipping and grooming service is performed, such clipping and grooming shall be carried out in the kennel building only.
- 7.8 The kennel licence shall be continuously displayed in a conspicuous place in the interior of the premises for which the licence is obtained.
- 7.9 At all times the kennel operator shall maintain the premises in a sanitary, well ventilated, clean condition, and free from offensive odors.
- 7.10 The operator shall keep the dogs in sanitary, well bedded, well ventilated, naturally lighted, clean quarters at a healthy temperature at all times.
- 7.11 The operator shall feed and give water to the dogs periodically each day and keep same in a clean, healthy condition, free from vermin and disease.
- 7.12 The Municipal Law Enforcement Officer and any other person authorized by the Municipality may, at any reasonable time, inspect any place where dogs are kept, pursuant to this By-law.
- 7.13 If the kennel is found not to conform, under the requirements set out herein, the Municipal Law Enforcement Officer may contact the OSPCA or any other agency with the dog's best interests and wellbeing in mind. The Clerk, and/or their designate, or the Municipal Law Enforcement Officer may revoke the licence issued for the kennel if the owner is in contravention of this By-law.

## **8. Expiration of Licence**

- 8.1 A licence issued pursuant to Section 5.1 or 8.1 of this By-law shall expire on the 31<sup>st</sup> day of December in the year for which it was issued.

## **9. Harboursing a Dog Without a Licence or Tag**

- 9.1 Except as provided herein, no person shall harbour a dog or dogs within the boundaries of the Municipality unless such dog has affixed to it a current dog tag issued under this By-law.

## **10. Improper Use of a Dog Tag**

- 10.1 No person shall use a dog tag other than for the dog the tag was issued, as stated in the dog licence application.

## **11. Dogs Running at Large**

- 11.1 No person shall permit a dog to run at large within the boundaries of the Municipality.
- 11.2 For purposes of this Section, a dog shall be deemed to be running at large if found not to be under the control of a competent and responsible person at any place within the boundaries of the Municipality, other than the premises of the owner of the dog.
- 11.3 A dog shall be deemed to be running at large if found on Municipal property and not on a leash, unless at a designated leash free park.
- 11.4 A dog shall not be deemed running at large if, while off the premises of its owner, the dog is within an enclosed area from which it does not appear to be able to escape, with the consent of the owner of such enclosed area.
- 11.5 A dog shall be deemed to be under control of a competent and responsible person if it is on a leash attached to a collar or harness, and which leash is a maximum

length of 6 feet (1.8 metres), in the hands of an individual who appears to be able to restrain the dog and/or maintain control over the dog.

- 11.6 Female dogs in heat must be confined to a building isolated from other dogs and remain there until such time as the heat has ended.

- 11.7 If a dog is tied it shall not be within 3 feet (0.9 metres) of a property line.

## **12. Causing a Disturbance**

- 12.1 No person, being the owner of a dog or the operator of a kennel shall permit a dog or dogs to persistently howl, bark or whine as to cause noise, which disturbs, or is likely to disturb the inhabitants of the Municipality.

## **13. Removal of Dog Excrement**

- 13.1 Every person who owns, controls or harbours a dog shall remove forthwith any excrement left by such dog on public or private lands within the boundaries of the Municipality.
- 13.2 In any prosecution pursuant to a violation of Section 13.1 of this By-law, proof that the defendant is a blind person shall constitute a defense to such prosecution.

## **14. Seizure and Impounding**

- 14.1 A Municipal Law Enforcement Officer, Dog Catcher and/or Pound Keeper appointed by the Municipality may seize and impound any dog found running at large. The dog will be impounded under the direction of the Pound Keeper appointed by the Municipality.
- 14.2 If a dog found running at large has been injured and should, at the discretion of the Dog Catcher, Municipal Law Enforcement Officer or Pound Keeper, be destroyed without delay for humanitarian reasons, the Dog Catcher, Municipal Law Enforcement Officer or Pound Keeper may destroy the animal in a humane manner after the seizure as he/she thinks fit and no damages or compensation shall be recoverable by the owner of the dog on account of such destruction.
- 14.3 The Dog Catcher or Municipal Law Enforcement Officer may destroy any dog found running at large if the dog cannot be seized within a reasonable time and which the dog threatens the safety of the Dog Catcher or Municipal Law Enforcement Officer or other persons, and no damages or compensation shall be recoverable by the owner of the dog on account of such destruction.
- 14.4 Where a dog has been impounded and has not been destroyed, the Pound Keeper shall release possession of the animal to its owner when:
- (a) the owner claims possession of the dog within three (3) days, excluding the day which the dog was impounded, statutory holidays, Saturdays and Sundays;
  - (b) the owner provides proof that the dog is permitted by this By-law and any required licence or registration has been obtained from the Municipality;
  - (c) any emergency veterinary fees deemed to be necessary during the time of impound have been paid; and
  - (d) the owner pays to the Municipality/Pound Keeper any seizure/pound fee and boarding fee per day for each day the dog has been in the pound, commencing the day the dog is seized and including the day the dog is removed from the pound and a Municipal administration fee as described in the Municipality's Fees and Charges By-law.

**15. Liability for Fees**

- 15.1 Where a dog is impounded, the owner of the dog shall be liable for all fees prescribed herein, including all expenses and damages incurred, including the fees for destruction of the dog where the dog has been destroyed, whether or not the dog is claimed by the owner. All such fees shall be payable on written demand to the owner from the Clerk.
- 15.2 If the owner has not paid the fees demanded within thirty (30) days of the written demand for payment, such fees may be collected by action or in the same manner as Municipal taxes.

**16. Redemption Period for Dogs**

- 16.1 Where a dog has been seized while found running at large and impounded and the owner has not claimed the dog within three (3) days, excluding the day on which the dog was seized, statutory holidays, Saturdays and Sundays, or having attended at the pound to claim the dog has not paid the prescribed fees, the Clerk, Dog Catcher or Pound Keeper may sell the dog for such price as he/she deems fit, destroy the animal in a humane manner, or otherwise dispose of the animal at his/her discretion, and no damages or compensation shall be recoverable by the owner as a result of any such action.

**17. Prohibited Animals**

- 17.1 No person shall keep in the Municipality either on a temporary or permanent basis, any prohibited animal, as set out in Schedule "A".
- 17.2 Despite Section 17.1, a person shall be permitted to keep such prohibited animals if acquired prior to the passing of this By-law, and such person shall comply with the following conditions:
- (a) the animal is kept in an environment which is appropriate for the species; and
  - (b) the owner has filed an application for an exemption from Section 17.1 of this By-law and has received approval in writing from the Clerk;
- 17.3 The burden of proof for an exemption from Section 17.1 rests with the person making the request for exemption to the Clerk. Written approval from the Clerk shall be deemed as an exemption from Section 17.1 of this By-law.
- 17.4 The Clerk shall maintain a list of all prohibited animals and owners from which an exemption has been granted, in accordance with Section 17.2.
- 17.5 Section 17 shall not apply to:
- (a) any of the Municipality's animal care and control centre's, as applicable;
  - (b) the premises of the OSPCA;
  - (c) the premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the *Veterinarians Act*, R.S.O. 1990, Chapter V.3, as amended;
  - (d) the premises of any licensed zoo or exhibit, permanently located in the Municipality;
  - (e) premises or facilities accredited by the Canadian Association of Zoos and Aquaria (CAZA);
  - (f) the areas of the Municipality in which professionally produced films are

made using such animals, provided that there is supervision by inspectors or agents of the OSPCA or one of its affiliates or branches;

- (g) the areas of the Municipality in which educational programs are being conducted with animals, provided that the animals are owned by institutions accredited by CAZA or the American Zoo and Aquarium Association and only while the educational programs are actually conducted, provided that such programs are limited to two (2) days at any one location;
- (h) premises registered as research facilities pursuant to the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended;
- (i) premises where wildlife rehabilitation is being undertaken in accordance with the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, Chapter 41, as amended and associated regulations under the jurisdiction of the Ontario Ministry of Natural Resources.

**18. Enforcement**

- 18.1 This By-law shall be enforced by a Municipal Law Enforcement Officer, duly appointed for the purpose of enforcing the Municipality’s By-law.
- 18.2 The Municipal Law Enforcement Officer may at any time request the assistance of the Ontario Provincial Police to enforce any provision of this By-law.

**19. Penalty of Offence**

- 19.1 Every person who contravenes any of the provision of this By-law is guilty of an offence and, on conviction, is liable to a fine pursuant to the Provincial Offences Act, R.S. O. 1990, CP. 33, as amended.

**20. Effect**

- 20.1 That By-law 44-2015, being a By-law to Regulate Animal Care and Control within the Municipality of Huron East is hereby repealed.
- 20.2 This By-law shall come into force and take effect upon the final passage thereof.

**Read** a first and second time this xx day of , 2022

**Read** the third time and finally passed this xx day of , 2022

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

\_\_\_\_\_  
Jessica Rudy, Clerk

**The Corporation  
of the  
Municipality of Huron East  
Schedule “A” of By-law No. XX-2022: Animal Control  
Prohibited Animals**

Being a list of animals the keeping of which is prohibited within the Municipality of Huron East.

- 1) All marsupials (such as kangaroos and opossums)
- 2) All non – human primates (such as gorillas and monkeys)
- 3) All felis, except the domestic cat
- 4) All canis, except the domestic dog
- 5) All viverrids (such as mongooses, civets and genetis)
- 6) All mustelids (such as skunks, weasels, otters, badgers), except domestic ferrets and minks
- 7) All ursidae (bears)
- 8) All artidoactylus ungulates, except domestic goats, sheep, pigs and cattle, deer, elk, bison, llama, and alpaca
- 9) All procyonide (such as raccoons, coatis and cacomistiles)
- 10) All hyaenas
- 11) All perissodactylus ungulates, except domestic horses and donkeys
- 12) All elephants
- 13) All pinnipeds (such as seals, fur seals and walruses)
- 14) All snakes of the families Pythonidae and Boidae
- 15) All venomous reptiles
- 16) All ratite birds, except domestic ostriches, emu, and rheas
- 17) All diurnal and nocturnal raptors (such as eagles, hawks and owls)
- 18) All exarthrans (such as armadillos, sloths and anteaters)
- 19) All bats
- 20) All crocodilians (such as alligators and crocodiles)
- 21) All venomous arachnids (such as scorpions and tarantulas)
- 22) All insectivorous mammals (Insectivora), including aardvark (Tubulidentata), anteater, shrew, otter shrew, and mole
- 23) All cetaceans (such as whales, dolphins and porpoises)

Examples of animals of a particular prohibited group are given parentheses. They are examples only and shall not be construed as limiting the generality of the group.

The Corporation  
of the  
Municipality of Huron East  
Schedule “B” of By-law No. XX- 2022: Animal Control  
Set Fine Schedule - Part 1 Provincial Offences

Item	Short Form Wording	Provisions creating or defining offence	Set Fine
1.	Fail to keep legal number of dogs	4(4.1)	\$125.00
2.	Fail to license dog for current year	5(5.1)	\$125.00
3.	Fail to use tag for dog it was issued to	5(5.7)	\$125.00
4.	Fail to license vicious dog	6(6.1)	\$125.00
5.	Fail to provide insurance policy for vicious dog	6(6.2)	\$125.00
6.	Fail to provide microchip information	6(6.4)	\$125.00
7.	Fail to post beware of dog signs	6(6.5)	\$125.00
8.	Fail to enclose vicious dog	6(6.6)	\$125.00
9.	Fail to lock vicious dog enclosure	6(6.7)	\$125.00
10.	Fail to notify vicious dog at large	6(6.8)	\$125.00
11.	Fail to leash vicious dog	6(6.9)	\$125.00
12.	Fail to muzzle vicious dog	6(6.9)	\$125.00
13.	Fail to walk vicious dog by adult	6(6.9)	\$125.00
14.	Fail to license kennel for current year	7(7.1)	\$125.00
15.	Fail to affix dog tag	9(9.1)	\$125.00
16.	Allow dog to run at large	11(11.1)	\$125.00
17.	Allow dog to howl, whine or bark causing noise, which may cause a disturbance	12(12.1)	\$125.00
18.	Fail to remove dog excrement from private or public land	13(13.1)	\$125.00
19.	Keeping a Prohibited Animal	17(17.1)	\$125.00
20.	Keeping a Prohibited Animal - fail to comply with conditions	17(17.2)	\$125.00

Note: The penalty provisions for the offences indicated above is Section 19 of By-law XX-2022, a certified true copy of which has been filed.

**The Corporation**  
**of the**  
**Municipality of Huron East**  
**By-law No. XX for 2022**

Being a By-law to Provide for the Regulation  
and Prohibition of Noise and Sound for the  
Municipality of Huron East

**Whereas** Section 9 of the Municipal Act, 2001, S.O. 20001, c.25, as amended provides that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And Whereas** Section 10(1) of the Municipal Act, 2001 provides that a Municipality may provide any service or thing that the Municipality considers necessary or desirable for the public;

**And Whereas** Section 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting the health, safety and well-being of persons;

**And Whereas** Section 129 of the Municipal Act, 2001 provides that, without limiting Sections 9 and 10 of the Act, a municipality may prohibit and regulate with respect to noise;

**Now therefore**, the Council of the Corporation of the Municipality of Huron East enacts as follows:

**1. Definitions**

1.1 For the purpose of this this By-law:

**“Construction”** includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith.

**“Construction Equipment”** means any equipment or device designed and intended for use in construction or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers or truckers, ditchers, compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment.

**“Conveyance”** includes a vehicle and any other device employed to transport a person or person or goods from place to place but does not include any such device or vehicle if operated only within the premises of a person.

**“Council”** means the Council of the Municipality.

**“Excessive Noise”** means any unusual noise, or any noise likely to disturb the inhabitants, and without limiting the generality of the foregoing, includes the following:

- a) The sound or noise from or created by any radio, phonograph, or television, or any musical or sound-producing instrument when such device is played or operate din such a manner or with such volume as to disturb the inhabitants of any dwelling.
- b) Any noise made by a domestic animal that disturbs the inhabitants of any dwelling.
- c) Any noise arising between the hours of 9:00 p.m. one day until 7:00 a.m. of the



next day (9:00 a.m. on Sunday) from excavation or construction work, lawn mowers or other power tools.

**“Highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for, or used by, the general public for the passage of vehicles.

**“Motor Vehicle”** includes any automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power, but does not include the cars of electric or steam railways, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act.

**“Motorized Conveyance”** means a conveyance propelled or driven otherwise than by muscular, gravitational or wind power.

**“Municipality”** means the Corporation of the Municipality of Huron East.

**“Noise”** means any unwanted sound and/or vibration.

**“Point of Reception”** means any point on the premises where sound originating from other than those premises is received;

**“Settlement Area”** means any area of the Municipality that has been designated a Settlement Area within the Official Plan of the Municipality;

## **2. Qualitative Noise Prohibitions**

2.1 No person shall cause or permit any excessive noise.

2.2 No person shall emit or cause or permit the emission of sound from an act listed herein, and which sound is clearly audible at a point of reception:

- a) Noise from racing any motorized conveyance other than in a racing event regulated by law.
- b) Noise from the operation of any motor vehicle in such a way that the tires squeal.
- c) Noise from the operation of any combustion engine or pneumatic device without an effective exhaust or intake muffling device in good working order and in constant operation.
- d) Noise from the operation of vehicle with a trailer resulting in banging, clanking, squealing, or other like sounds, due to improperly secured load or equipment, or inadequate maintenance.
- e) Noise from the operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five (5) minutes, while such vehicle is stationary in Settlement Area unless:
  - i. The original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; or
  - ii. Operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms and refuse compactors; or
  - iii. Weather conditions justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary for purposes of delivery or loading; or
  - iv. Prevailing low temperatures make longer idling periods necessary

immediately after starting the motor or engine; or

- v. The idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit.
- f) Noise from the operation of a motor vehicle horn or other warning device except where required or authorized by law or in accordance with good safety practices.
- g) Noise from the operation of any item of construction equipment in a Settlement Area or without effective muffling devices in good working order and constant operation.
- h) Noise from ringing any bell, blowing or sounding any horn, shouting or making unusual noises or noises likely to disturb the inhabitants of the Municipality or allow or permit such noises without the express permission of Council or to warn of danger or emergency.
- i) Noise from persistent noise made by a pet or harbored animal, except noise from animals used for agricultural purposes.
- j) Noise from loud playing of any radio, public address system or other sound device that can be heard up to or over fifty feet (50') from the source of the sound, in residential zones including multi-residential complexes.
- k) Noise caused by construction equipment, industrial or similar equipment between 9:00 p.m. and 7:00 a.m. except during an emergency or with express permission of Council.
- l) Noise caused by a discharge of a firearm or explosive devices except under the authority of a permit, or noise caused by detonation of fireworks between 11:00 p.m. and 7:00 a.m.

### **3. Enforcement**

- 3.1 The Municipal By-law Enforcement officer is authorized to enforce this By-law and, for that purpose may enter at all reasonable times upon any real property in order to ascertain whether the provisions of this By-law are being observed.

### **4. Exemptions**

- 4.1 Despite any provision of this By-law, this By-law shall not apply to the following:
  - a) Noise for the immediate health, safety or welfare of the inhabitants of the Municipality.
  - b) A matter of public necessity or public emergency.
  - c) The operation of machines and equipment by or on behalf of the Municipality, including but not limited to snow removal equipment, road cleaning equipment, grass cutting or field maintenance equipment, tree and shrub pruning and mulching equipment, painting machines for crosswalks and highways.
  - d) The collection or disposal of garbage, waste or recyclable material by or on behalf of the Municipality.
  - e) The operation of equipment in conjunction with Municipal construction projects, Municipal general maintenance projects, and Municipal emergency maintenance projects.
  - f) Activities from industrial uses located in lands zoned for industrial use if sound is in accordance with the terms and conditions of a valid Certificate of Approval, provisional Certificate of Approval or other approval issued under the

Environmental Protection Act, R.S.O. 1990, c. E.19, where such approval addresses sound as a source of contamination.

- g) Operation of machinery by or on behalf of a public utility where work needs to be done to minimize service interruptions.
- h) Any noise resulting in an exemption authorized by Council.

- 4.2 Notwithstanding anything contained in this By-law, any person may make an application to Council to be granted an exemption from any other provisions of this By-law with respect to any source of sound or vibration for which they might be prosecuted. Council may approve or deny any application, by resolution, and specify the terms of conditions of the exemption.
- 4.3 Any breach by the applicant of the terms and conditions of an exemption authorized under Section 4.2 shall render the exemption null and void.

**5. Penalty**

- 5.1 Any person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a penalty provided for in the Provincial Offences Act R.S.O. 1990 C. P.33 as amended from time to time.
- 5.2 All penalties imposed by a judicial official are recoverable under the provisions of the Provincial Offences Act together with such costs and expenses as are imposed there under.

**6. Force and Effect**

- 6.1 This By-law shall be known as the “Noise By-law”.
- 6.2 That By-law 26-1985 of the Former Town of Seaforth is repealed.
- 6.3 That this By-law shall be in force and effect on the final date of final passage thereof.

**Read** a first and second time this XX day of , 2022

**Read** a third time and finally passed this XX day of , 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

## Huron East Administration

**To:** Mayor MacLellan and Members of Council  
**From:** Stacy Grenier, Director of Finance -Treasurer  
**Date:** September 6, 2022  
**Subject:** Tax collection policy and procedure

---

**Recommendation:**

That the Council of the Municipality of Huron East approve the policy regarding Collection of Outstanding Property Taxes.

**Background:**

It is important to have a clear, fair and equitable tax collection policy for staff to rely on and for tax payers to understand. This policy was developed with consideration of Huron East's Accountability and Transparency Policy.

The policy provides a proactive approach for the Finance Department to notify property owners of past due taxes and to collect taxes in arrears.

Along with the implementation of the policy, information contained within this policy will be added to the Municipality's website. Standard letters and forms will be used so that execution of the policy is transparent, consistent and efficient.

**Others Consulted:**

Clerk – Jessica Rudy  
Property Tax Clerk – Sherrie Oliver  
RealTax representatives

**Financial Impacts:**

There are no direct financial impacts. However, it is anticipated that there will be efficiency and cash flow improvements.

**Attachment 1:** Collection of Outstanding Property Taxes policy

**Attachment 2:** Standard Extension Agreement

**Signatures:**

Stacy Grenier CPA, CGA  
Director of Finance



Brad McRoberts, MPA, P. Eng.  
CAO



## Collection of Outstanding Property Taxes

### Policy No. #-##

Approved by:	Date:
Last Review by:	Date:

#### Corporate Policy and Procedure

#### SECTION: FINANCE DEPARTMENT

#### SUBSECTION: TAXES

#### SUBJECT: COLLECTION OF OUTSTANDING PROPERTY TAXES

#### POLICY STATEMENT

The Municipality of Huron East collects taxes on behalf of the Municipality, County, school boards, and local Business Improvement Area and is responsible to ensure all overdue property taxes are collected.

#### PURPOSE

The purposes of this policy are to establish fair and equitable processes for the collection of overdue municipal property taxes, and to outline how such payments will be applied.

#### SCOPE

This policy covers all aspects of the collection of overdue property taxes, up to the initiation of Municipal Tax Sale proceedings. All procedures related to a Municipal Tax Sale are carried out in accordance with Regulation 181/03 and are not detailed in this policy.

This policy excludes collection of payments-in-lieu of taxes.

#### LEGISLATIVE AUTHORITY

This policy is written in compliance with the Municipal Act, 2001,(the Act), related Ontario Regulations made under the Act and applicable Municipal by-laws, as amended from time to time.

#### DEFINITIONS

For the purposes of this policy:

**“Cancellation Price”** means an amount owing equal to all Tax Arrears, together with all current taxes owing, late payment charges and costs incurred by the Municipality after the registration of a Tax Arrears Certificate under section 373 of the Act.

**“Collection Costs”** means all costs incurred by the Municipality to obtain information for collection purposes and/or collect tax arrears including, but not limited to, title search fees, corporate search fees, registered or certified mail, administrative charges, legal costs and tax sale scale of costs.

## Collection of Outstanding Property Taxes

**“Extension Agreement”** means a contract between the Municipality and the owner, spouse of the owner, a mortgagee or a tenant in occupation to extend the period of time in which the Cancellation Price is to be paid. The contract is entered into after the registration of a Tax Arrears Certificate and before the expiry of the one-year period following the registration date. The standard term for an Extension Agreement for the municipality is two years.

**“Late Payment Charges”** means penalties and interest applied by the Municipality to unpaid property tax accounts, in accordance with section 345 of the Act and applicable Municipal by-laws.

**“Municipal Tax Sale”** means the sale of land for Tax Arrears according to proceedings prescribed by the Act and Ontario Regulation 181/03.

**“Property taxes”** means the total amount of taxes for municipal, county and school board purposes levied on a property and includes other amounts added to the tax roll as may be permitted by applicable Provincial legislation, including but not limited to outstanding fines under the Provincial Offences Act; charges pursuant to the Property Standards By-law 22-068 with authority provided by the Building Code Act; and fees and charges related to false alarms and/or grow-operations.

**“Tax Arrears”** means any portion of property taxes that remain unpaid after the date on which they are due.

**“Tax Arrears Certificate”** means a document that is registered on title, indicating the described property will be sold by public sale if all property taxes are not paid to the municipality within one year of the registration of the certificate.

### ADMINISTRATION

This policy is administered by the Finance Department.

### POLICY STRUCTURE

The collection steps outlined in this policy differ for each property type so are divided into distinct four (4) sections:

- Collection Steps – All Property Types - this section begins on page 4
- Collection Steps – Residential Properties - this section begins on page 5
- Collection Steps – Non-Residential Properties - this section begins on page 6
- Collection Steps – Crown Tenants - this section begins on page 7

### ACCOUNTABILITY

The Director of Finance, or their designate, is responsible to ensure that outstanding property tax collection processes are performed in accordance with this policy and all applicable legislation.

The Director of Finance, or their designate is responsible to:

- ensure this policy remains consistent with current legislation;
- ensure applicable staff are aware of and trained on this policy;

## Collection of Outstanding Property Taxes

- communicate any policy revisions to applicable staff; and
- assess overdue property tax accounts to ensure tax collection processes are performed in accordance with this policy.

### DELIVERY OF TAX BILLS

Property tax bills and notices are mailed to the address of the property as shown on the tax roll unless the taxpayer advises the Municipality, in writing, of an alternate mailing address or e-mailed to an e-mail address submitted to the Municipality by a verified property owner. Use of the alternate mailing address or e-mail continues until it is revoked in writing or ownership of the property changes.

Any bill or notice sent by standard letter mail is considered delivered to and received by the addressee unless the notice is returned by Canada Post and an error in the mailing address is evident. Taxpayers are responsible to notify the Municipality of any changes to a mailing address. Failure to notify the Municipality of an address change in writing is not an error on behalf of the Municipality.

### LATE PAYMENT CHARGES/COLLECTION COSTS

All Tax Arrears are subject to Late Payment charges. A penalty at a rate established by by-law is added to the unpaid amount of a tax instalment on the first day after the instalment due date. In addition, as long as the property taxes remain unpaid, interest at a rate established by by-law is added on the first day of each month thereafter. Penalty and interest charges cannot be waived.

All Collection Costs incurred by the Municipality to obtain information for collection purposes and/or collect Tax Arrears are payable by the property owner and are added to the tax account.

### APPLICATION OF PAYMENTS

Property Tax payments are applied as follows:

1. The payment is first applied against any Late Payment Charges according to the length of time the charges have been outstanding, with the charges that have been outstanding the longest being discharged first;
2. The payment is then applied in the same manner against the property taxes owing, with the property taxes that have been outstanding the longest being discharged first.

Note: Partial payment is not accepted where a Tax Arrears Certificate has been registered against a property, except where the Municipality has entered into an Extension Agreement. If a partial payment is received, it will be returned or refunded, as appropriate.

Property taxes are a secured special lien on land in priority to any other claim, except a claim by the Crown. Taxes may be recovered with costs as a debt due to the Municipality from the original owner and/or any subsequent owner of the property.

The Municipality will primarily use the following methods to collect Tax Arrears:

- Verbal communication;
- send the taxpayer a form or personalized letter(s);
- issue Overdue Notices and Final Notice;

## Collection of Outstanding Property Taxes

- arrange terms of payment;
- Issue Notices to Interested Parties;
- Issue Notices of Impending Registration
- Legal action; and
- Municipal Tax Sale

**Different collection processes have been established for the following types of properties:**

**Residential:** Properties that are assessed in the Residential or Farm property class

**Non-Residential:** Properties with any portion of assessment in the Commercial, Industrial or Multi-Residential property class

**Crown Tenants:** Crown owned properties leased to a taxable tenant; in accordance with section 18 of the Assessment Act, R.S.O. 1990, c. A.31, the property is assessed as though the tenant were the owner.

### COLLECTION STEPS – ALL PROPERTY TYPES

#### Year End Statement of Taxes

In January of each year, in accordance with tax legislation, a Year End Statement of Taxes is sent to all taxpayers who owed taxes as of December 31st of the preceding year.

#### Overdue Notices

A minimum of one Overdue Notice will be issued each year following the last Final Billing instalment. Overdue Notices will be sent to all taxpayers with an overdue amount greater than ten (\$10.00) dollars.

#### Payment Arrangements

Staff may enter into payment arrangements at any time prior to the registration of a Tax Arrears Certificate. Payment arrangements must include all tax arrears, current taxes, accruing estimates of future taxes and Late Payment Charges and be sufficient to ensure payment in full is realized within a reasonable period of time. Late Payment Charges will continue to accrue during all such payment arrangements until full payment on the account has been made. Post-dated cheques are the preferred method of payment.

Authorization for extending payment terms is as follows:

STAFF LEVEL	MAXIMUM NEGOTIABLE PAYMENT ARRANGEMENT TERM		
	Residential	Non-Residential	Crown Tenant
Director of Finance	> 12 months	> 12 months	> 12 months
Property Tax Clerk	12 months	12 months	12 months

	Residential	Non-Residential	Crown Tenant
Director of Finance	> 12 months	> 12 months	> 12 months
Property Tax Clerk	12 months	12 months	12 months

Notwithstanding any such arrangements, no third party payments will be refused for payment on account (e.g. payment from a mortgagee).



## Collection of Outstanding Property Taxes

If acceptable payment arrangements are negotiated, the account is monitored for compliance. Follow-up with the taxpayer is done by telephone or in writing, as required.

Once a payment arrangement has been established, if there are two consecutive returned or missed payments or two payments are returned or missed within six months, the payment arrangement is deemed void and the taxpayer is advised that payment in full, by certified funds or money order, is required or the next collection step will be taken.

### **COLLECTION STEPS – RESIDENTIAL PROPERTIES**

In addition to issuing Year End Statements of Taxes and Overdue Notices each year, the following actions will be taken once a residential property owner is two years in arrears;

1. Final Notice-Prior to Tax Sale
2. Notice to Interested Parties
3. Final Notice-Prior to Tax Arrears Certificate Registration
4. Tax Arrears Certificate Registration

#### **Final Notice-Prior to Tax Sale**

In the fourth quarter of each year, Final Notices-Prior to Tax Sale are mailed to those residential property owners approaching two years of property taxes in arrears. The Final Notice-Prior to Tax Sale advises that they have thirty (30) days to pay the taxes or enter into a firm, suitable payment arrangement with the Municipality.

**Notice to Interested Parties** If a residential property owner fails to respond to the Final Notice-Prior to Tax Sale, a property title search is carried out by the Municipality or a third party as contracted by the Municipality in order to identify all parties with a financial interest in the property. The identified parties are then notified of the Tax Arrears. The Notice to Interested Parties advises that the Municipality intends to proceed with a Municipal Tax Sale and provides interested parties with an opportunity to pay the arrears in order to protect their interest in the property.

#### **Final Notice-Prior to Tax Arrears Certificate**

If neither the property owner nor interested parties respond to the previous notices, a Final Notice-Prior to Tax Arrears Certificate Registration is issued as one last notification to the property owner of their outstanding balance prior to proceeding with a Municipal Tax Sale. The Final Notice-Prior to Tax Arrears Certificate Registration advises the property owner that they have 30 days to pay their taxes or enter into a firm, suitable arrangement with the Municipality. Otherwise, the Municipality will register a Tax Arrears Certificate against their property.

A Notice of Intent to Realize on Security that asks if the taxpayer is currently engaged in farming for commercial purposes, and as required by the Farm Debt Mediation Act, is sent with the Final Notice-Prior to Tax Arrears Certificate Registration.

#### **Tax Arrears Certificate Registration**

Municipal Tax Sale proceedings can begin once taxes have been in arrears for at least two (2) years. Once all other collection efforts are exhausted and the Municipality has been unable to secure payment

## Collection of Outstanding Property Taxes

of the Tax Arrears or a firm, suitable repayment plan, the Municipality commences Municipal Tax Sale proceedings by registering a Tax Arrears Certificate against the property. The Municipality sends a Notice of Registration of Tax Arrears Certificate (Form 1) to the property owner and all interested parties.

If full payment is not received within 280 days of registration of the Tax Arrears Certificate, the Municipality issues a Final Notice (Form 3) to the property owner and all interested parties within 30 days after the expiry of the 280-day period. Form 3 specifies the date on which the property will be advertised for public sale if the Tax Arrears are not paid or unless there is an approved an Extension Agreement. An Extension agreement is written to cover the cancellation price and is payable over a two year (24 Month) period. In addition, the agreement stipulates that further taxes levied on the property are to be paid as they become due and payable. In the event there is a default in any payments required, notification will be given and the agreement terminated. Only the Treasurer can enter into an extension agreement for the municipality.

If the Municipality does not receive a response, the property owner, mortgage company, lawyer or interested parties will be advised of the pending sale of the property. Once a Tax Arrears Certificate has been registered, only full payment of the Cancellation Price will be accepted unless there is an approved Extension Agreement.

Full payment will be accepted up to the date of transfer of the property following a sale. In the event of non-payment, the Municipality will proceed with a Municipal Tax Sale.

### **COLLECTION STEPS – NON-RESIDENTIAL PROPERTIES**

In addition to issuing Year End Statements of Taxes and Overdue Notices, once a non-residential property owner's current year's taxes are in arrears, the following actions will be taken:

1. Final Notice
3. Notice to Interested Parties
4. Final Notice-Prior to Tax Arrears Certificate Registration
5. Tax Arrears Certificate Registration

#### **Final Notice**

Following the last tax instalment date of a year, a Final Notice is mailed to every non-residential property owner with an outstanding balance greater than \$25, advising the taxpayer that they have 30 days to pay their taxes or enter into a firm, suitable payment arrangement with the Municipality.

#### **Notice to Interested Parties**

If a non-residential property owner fails to respond to notices, a property title search is carried out by the Municipality in order to identify all parties with a financial interest in the property. The identified parties are then notified of the Tax Arrears. The Notice to Interested Parties advises that the Municipality intends to proceed with Municipal Tax Sale and provides interested parties with an opportunity to pay the arrears in order to protect their interest in the property.

## Collection of Outstanding Property Taxes

### **Final Notice-Prior to Tax Arrears Certificate Registration**

If interested parties do not respond, a Final Notice-Prior to Tax Arrears Certificate Registration is issued as one last notification to the property owner of the outstanding balance prior to proceeding with Municipal Tax Sale. The Certificate advises the property owner that they have 30 days to pay their taxes or enter into a firm, suitable arrangement with the Municipality. Otherwise, the Municipality will register a Tax Arrears Certificate against their property.

A Notice of Intent to Realize on Security that asks if the taxpayer is currently engaged in farming for commercial purposes, and as required by the Farm Debt Mediation Act, is sent with the Final Notice-Prior to Tax Arrears Certificate Registration.

### **Tax Arrears Certificate Registration**

Municipal Tax Sale proceedings can begin once taxes have been in arrears for at least two (2) years. Once all other collection efforts are exhausted and the Municipality has been unable to secure payment of the Tax Arrears or a repayment plan, the Municipality commences Municipal Tax Sale proceedings by registering a Tax Arrears Certificate against the property. The Municipality sends a Notice of Registration of Tax Arrears Certificate (Form 1) to the property owner and all interested parties.

If full payment is not received within 280 days of registration of the Tax Arrears Certificate, the Municipality issues a Final Notice (Form 3) to the property owner and all interested parties within 30 days after the expiry of the 280-day period. Form 3 specifies the date on which the property will be advertised for public sale if the Tax Arrears are not paid or unless there is an Extension Agreement.

If the Municipality does not receive a response, the property owner, mortgage company, lawyer or interested parties of the pending sale of the property will be advised of the pending sale of the property. Once a Tax Arrears Certificate has been registered, only full payment of the Cancellation Price will be accepted unless there is an approved an Extension Agreement. An Extension agreement is written to cover the cancellation price and is payable over a two year (24 Month) period. In addition, the agreement stipulates that further taxes levied on the property are to be paid as they become due and payable. In the event there is a default in any payments required, notification will be given and the agreement terminated. Only the Treasurer can enter into an extension agreement for the municipality.

Full payment will be accepted up to the date of transfer of the property following a sale. In the event of non-payment, the Municipality will proceed with a Municipal Tax Sale.

### **COLLECTION STEPS – CROWN TENANTS**

When Crown property is leased to or occupied by a taxable tenant, the land is assessed as if the tenant is the owner and the tenant is then responsible for the payment of property taxes. The Municipal Tax Sale provisions of the Act do not apply to Crown property.

In addition to issuing Year End Statements of Taxes and Overdue Notices, once a Crown tenant's current year's taxes are in arrears the following actions will be taken:

1. Final Notice
2. Legal Action
3. Application to Crown

## Collection of Outstanding Property Taxes

### Final Notice

Following the last tax instalment date of the year, a Final Notice is mailed to every Crown tenant with an outstanding balance greater than \$25, advising the tenant that they have 30 days to pay their taxes or enter into a firm, suitable payment arrangement with the Municipality. Otherwise, their account will be referred for legal action.

### Legal Action

Legal action may then be commenced by the Legal Services Division where the company is viable and it is cost effective to do so.

### Application to the Crown

If all collection steps are exhausted, the Municipality shall make application to the Crown for payment of the tenant's Tax Arrears.

### CANCELLATIONS & WRITE-OFFS

#### Cancellation of Late Payment Charge

Late Payment Charges are cancelled only in the following circumstances:

- Taxes are adjusted under section 334, 354, 357, or 358 of the Municipal Act, 2001;
- Taxes are adjusted following a change in assessment under the Assessment Act;
- Penalty and/or interest was charged as a result of the Municipality's error or omission.

The amount of Late Payment Charges cancelled is limited to the amount related to the tax reduction associated with a tax adjustment, change in assessment or Municipality error or omission.

#### Minimum Balance Write-off

There is no minimum balance write off, as any amounts are carried forward onto the next tax billing.

#### Write-offs In accordance with section 354 of the Act

Uncollectible taxes may be approved for write-off by Council on the recommendation of the Director of Finance / Treasurer

### MISCELLANEOUS

#### Bankruptcy

When a property owner files for bankruptcy, the Municipality is a secured creditor, as the tax debt is a charge against the real property. The Municipality ranks in preference and priority to any other claims, except those of the Provincial and Federal government. A letter is forwarded to the trustee advising them of the Municipality's claim and that it is assumed property taxes will be paid once the property is sold.

#### Contaminated Property

Council shall approve any tax sale proceedings where it is suspected that a property is environmentally contaminated.

## Collection of Outstanding Property Taxes

### **Discretion**

In order to ensure that all taxpayers are treated fairly and equitably, Director of Finance/Treasurer, or his/her designate, has the authority to exercise discretion in the application of this policy where unusual circumstances are apparent, provided such discretion is in accordance with all applicable legislation.

### **REPORTING**

The Property Tax Clerk will maintain the following monthly reports and provide them to the Director of Finance on a monthly basis:

### **REPORT DESCRIPTION**

#### **Tax Arrears Certificates Registered**

Lists all properties against which Tax Arrears Certificates have been registered, identifying the amount of arrears and redemption date of each and details of any Extension Agreements in place

#### **Tax Collection Summary**

Summarizes taxes billed and collected in the current year and outstanding property taxes from previous years, identifying the year to which the outstanding taxes pertain

#### **Comparison of Tax Collections**

Compares property taxes billed and collected in the current year and previous five years

#### **Tax Accounts with Arrears Greater Than \$10,000**

Lists properties where Tax Arrears are greater than \$10,000 and identifies collection steps taken.

Note to Municipality: Edit underlined text as applicable

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

THE CORPORATION OF THE \_\_\_\_\_  
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

Hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land"

OF THE SECOND PART;

WHEREAS ► insert the name of person(s) of the second part is the/a ► pick one of the underlined parties: Owner(s)/Spouse/Mortgagee/Tenant/person Treasurer is satisfied has an interest in the land of the land in the ► insert name of Municipality described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land is in arrears of taxes on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the amount of \$ \_\_\_\_\_ and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in respect of the Owner(s)/ Spouse/ Mortgagee/ Tenant/ person the Treasurer is satisfied has an interest in the land;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land, or a person the Treasurer is satisfied has an interest in the land to extend the period of time in which the cancellation price in respect to Owner(s)/Spouse/Mortgagee/Tenant/person Treasurer is satisfied has an interest in the land is to be paid;

AND WHEREAS the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentioned in sub-section 379(1) of the *Municipal Act, 2001*;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

- 1. The Corporation will extend to (final date of extension) \_\_\_\_\_ the payment period for the cancellation price payable in respect of the land.

2. The Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land will make payments to the Corporation in accordance with Schedule "B" attached hereto.
3. In addition to paying the amounts provided for in paragraph 2, the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land agrees to pay:
  - a. all further taxes levied on the land as they become due and payable during the term of this Agreement; and
  - b. not later than \_\_\_\_\_ days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under this Agreement up to the amount of the cancellation price payable in respect of the land.
4. Notwithstanding any of the provisions of this Agreement, the *Municipal Act, 2001*, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the Tax Collector of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s)/ Spouse/ Mortgagee/ Tenant/ person the Treasurer is satisfied has an interest in the land is not in default hereunder.
5. In the event the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land.
6. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
7. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s)/Spouse/ Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land and any other person may at any time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
8. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
9. If any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of competent jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.

10. Any notice required to be given to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land at the following address:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land has hereunto set his/her hand and seal and the Corporation has caused its corporate seal to be hereunto affixed and attested to by its proper signing officers in that behalf.

THE CORPORATION OF THE

\_\_\_\_\_

\_\_\_\_\_  
**TREASURER**

\_\_\_\_\_

Signed at the \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.  
(municipality)

\_\_\_\_\_  
witness  
  
\_\_\_\_\_  
witness

\_\_\_\_\_  
Signature of  
Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land  
  
\_\_\_\_\_  
Signature of  
Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land



**SCHEDULE “A”  
TO EXTENSION AGREEMENT**

**DESCRIPTION OF THE LAND:**

(insert description of land)

**SCHEDULE “B”  
TO EXTENSION AGREEMENT**

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**



PO Box 475 Brussels, ON N0G 1H0

September 1, 2022

Mayor & Council of the Municipality of Huron East  
PO Box 610  
Seaforth, ON N0K 1W0

Dear Bernie and Council

The Brussels Agricultural Society is happy to be holding our Fall Fair September 13<sup>th</sup> and 14<sup>th</sup> this year at The Four Winds Barn themed "Twist and Sprout."

Our opening ceremonies are Tuesday the 13<sup>th</sup> commencing at 7 p.m.

We request assistance with operating our fair. We require 1 block of Elizabeth St. in between Orchard Lane and King St. to be closed from 5 p.m. on September 13<sup>th</sup> until 4 p.m. September 14<sup>th</sup> to allow us to set up children's activities which involve numerous inflatables, the firefighter skills station. Both these need to be operated on asphalt or a cement surfaces.

We also request assistance with traffic measures on September 14<sup>th</sup> at 11:15 a.m. to approximately 11:50 a.m. when our students have a procession from the side of the Royal Canadian Legion alongside Flora St. at Turnberry St., proceeding West to Elizabeth St. then turning North and proceeding up past King St. to The Four Winds Barn. We would request those intersections be stopped up.

Should you require any further info, please contact myself or Councillor Onn.

I thank you in advance for your ongoing assistance.

John Lowe, Treasurer

## **Huron East Administration**

**To:** Mayor MacLellan and Members of Council  
**From:** Ken McCallum, Drainage Superintendent  
**Date:** September 6, 2022  
**Subject:** Drain Maintenance Status

---

### **Recommendation:**

For Information.

### **Background:**

Several Municipal drain maintenance jobs are at various stages. This report has been prepared as a status update for Council to receive for information.

#### **Silver Corners Municipal Drain (Grey)**

Maintenance is completed to the Main drain and Branch A.

#### **Jackson Municipal Drain (Tuckersmith)**

Brushing is completed along the tile drain corridor. The utilities have been located. Tile repairs and camera work have been scheduled for October 11<sup>th</sup>, 2022 due to contractor availability.

#### **Pethick-Boundary Municipal Drain (McKillop)**

A contractor is currently conducting drain maintenance.

#### **South Winthrop Municipal Drain (McKillop)**

Scheduled for maintenance after the Pethick-Boundary Drain.

#### **Kistner Municipal Drain (McKillop)**

Scheduled for work this fall.

#### **Lamont & Fifth Concession Drains (Grey)**

Department of Fisheries & Oceans classify these drains as 'D' class with cold water and sensitive species present. A Site specific review from DFO is required to receive an approval. MVCA approvals have been received.

#### **Cox Municipal Drain (Grey)**

A low flow channel is to be re-established with rip-rap bank protection to support the side slopes along portions of the drain.


2-3 year follow up observations & maintenance may be needed to fully address bank slumping issues. MVCA approval has been received. Awaiting DFO approval. Scheduled for maintenance potentially this fall.

**Hanna Municipal Drain (Grey)**

Scheduled for work this fall after corn harvest.

**Coates Municipal drain (Grey)**

Department of Fisheries & Oceans classify these drains as 'D' class with cold water and sensitive species present. A Site specific review from DFO is required to receive an approval. MVCA approvals have been received.

**Signatures:**

---

Ken McCallum, Drainage Superintendent

---

Brad McRoberts, MPA, P. Eng., CAO

**Huron East  
Administration**

**To:** Mayor MacLellan and Members of Council  
**From:** Ken McCallum, Drainage Superintendent  
**Date:** September 6, 2022  
**Subject:** Watson Municipal Drain

---

**Recommendation:**

- 1) That Council appoint a Drainage Engineer under section 65(1) of the Drainage Act, R.S.O. 1990 to develop a new assessment schedule for the Main Drain of the Watson Drainage Works.
- 2) That Council appoint RJ Burnside & Associates Limited as the Drainage Engineer.

**Background:**

The Main drain of the Watson Drainage Works is governed under a drainage report written by E. H. Uderstadt, accompanied by By-Law 9-1969 to levy costs.

As maintenance has been requested, I have reviewed the drainage reports and found several property divisions have occurred since the last revised assessment schedule rendering the governing By-Law inadequate to levy future drain maintenance costs.

**Comments:**

Once a new assessment schedule is developed, Drain maintenance may then proceed.

**Others Consulted:**

Davin Heinbuck, Ausable Bayfield Conservation Authority

**Financial Impacts:**

The Municipality will be assessed costs to Roads.

**Signatures:**

---

Ken McCallum, Drainage Superintendent

---

Brad McRoberts, MPA, P. Eng., CAO

## Notice of Request for Drain Improvement

*Drainage Act, R.S.O. 1990, c. D.17, subs. 78(1)*

To: The Council of the Corporation of the Municipality of Huron East

Re: Belfour Municipal Drain

(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ Changing the course of the drainage works;
- ☐ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;
- ☐ Otherwise improving, extending to an outlet or altering the drainage works;
- ☒ Covering all or part of the drainage works; and/or
- ☐ Consolidating two or more drainage works.

Provide a more specific description of the proposed drain improvement you are requesting:

We would like to close the drain by installing a pipe that will allow water flow below ground.

### Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

### Property Description

Con 1N pt lots 26 & 27

Ward or Geographic Township  
Huron East

Parcel Roll Number  
4040-420-001-03000-0000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

**Corporation****Corporate Ownership**

Name of Signing Officer (Last Name, First Name) (Type/Print)

Van Nes, Robert

Name of Corporation

Evergreen Hollistics

Position Title

President

Signature



Date (yyyy/mm/dd)

2022/08/31

I have the authority to bind the Corporation.

Enter the mailing address and primary contact information of property owner below:

Last Name

Van Nes

First Name

Robert

Middle Initial

C

**Mailing Address**

Unit Number

Street/Road Number

43494

Street/Road Name

Brandon Rd

PO Box

City/Town

Ethel

Province

Ontario

Postal Code

N0G 1T0

Telephone Number

Cell Phone Number (Optional)

Email Address (Optional)

To be completed by recipient municipality:

Notice filed this

31<sup>st</sup>

day of

August

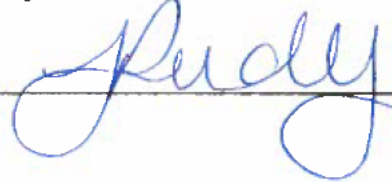
20

22

Name of Clerk (Last Name, First Name)

Rudy, Jessica

Signature of Clerk



## Notice of Request for Drain Improvement

*Drainage Act, R.S.O. 1990, c. D.17, subs. 78(1)*

To: The Council of the Corporation of the Municipality of Huron EaST

Re: Municipal Drain #5

(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ Changing the course of the drainage works;
- ☐ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;
- ☐ Otherwise improving, extending to an outlet or altering the drainage works;
- ☒ Covering all or part of the drainage works; and/or
- ☐ Consolidating two or more drainage works.

Provide a more specific description of the proposed drain improvement you are requesting:

We would like to close the drain by installing a pipe that will allow water flow below ground.

### Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

### Property Description

Grey Con 1 pt lots 21 to 23

Ward or Geographic Township

Huron East

Parcel Roll Number

4040-420-001-02400-0000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.



**Corporation****Corporate Ownership**

Name of Signing Officer (Last Name, First Name) (Type/Print)

Van Nes, Robert

Name of Corporation

Evergreen Holsteins

Position Title

President

Signature



Date (yyyy/mm/dd)

2022/08/31

I have the authority to bind the Corporation.

Enter the mailing address and primary contact information of property owner below.

Last Name

Van Nes

First Name

Robert

Middle Initial

C

**Mailing Address**

Unit Number

Street/Road Number

43494

Street/Road Name

Brandon Rd

PO Box

City/Town

Ethel

Province

Ontario

Postal Code

N0G 1T0

Telephone Number

Cell Phone Number (Optional)

Email Address (Optional)

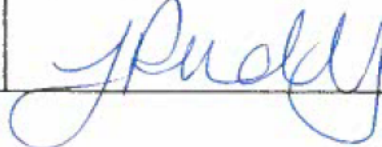
To be completed by recipient municipality:

Notice filed this 31<sup>st</sup> day of August 20 22

Name of Clerk (Last Name, First Name)

Rudy, Jessica




Signature of Clerk

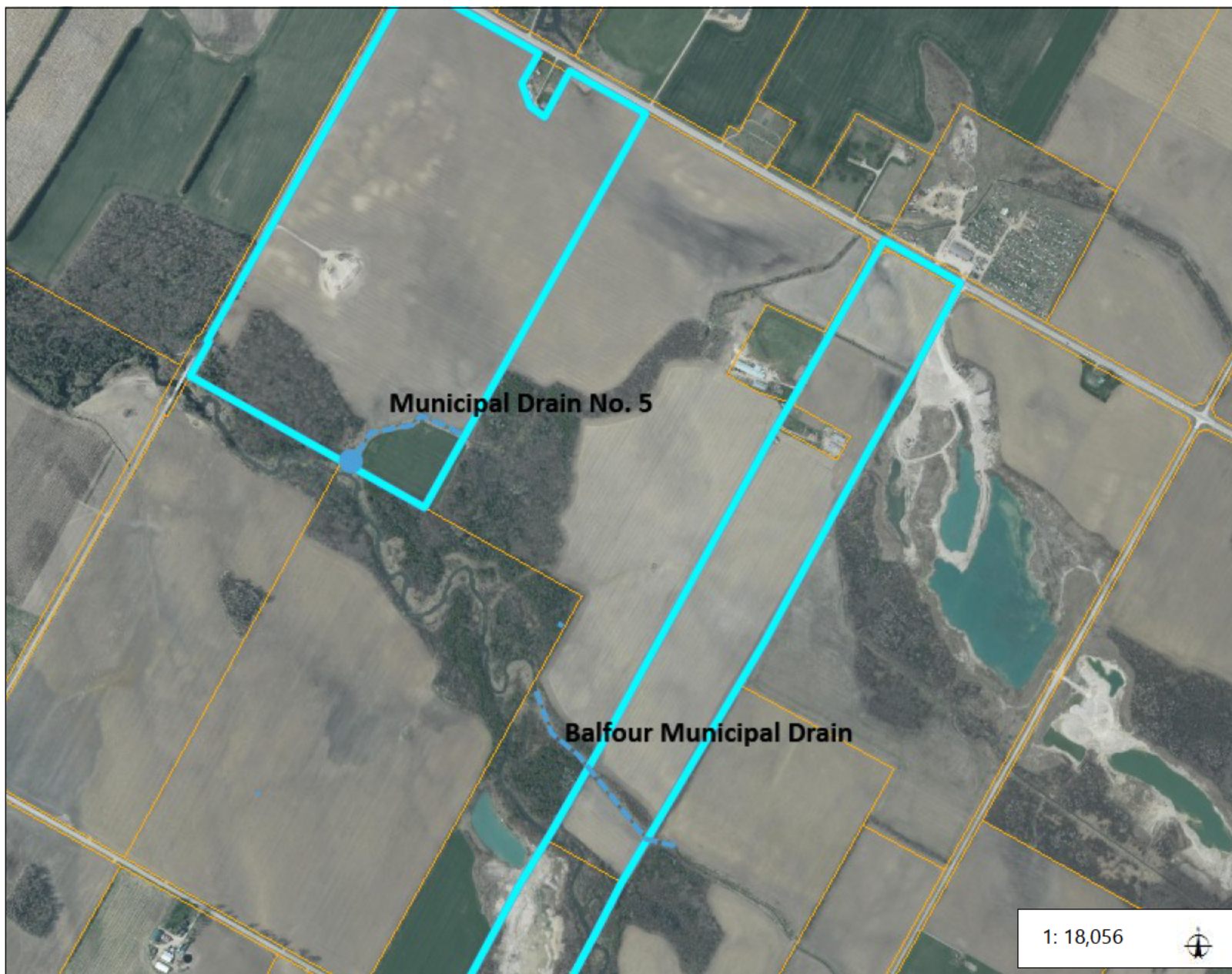


# Balfour Municipal Drain & Drain No. 5



## Legend

-  Parcel Fabric - Secure
-  Municipal Boundary
-  County Boundary



1: 18,056



917.2 0 458.62 917.2 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

Notes

## July 2022 Council Expenses

Date	Meetings	Raymond Chartrand	Brenda Dalton	Dianne Diehl	Bob Fisher	Bernie MacLellan	Larry McGrath	Alvin McLellan	Justin Morrison	Zoey Onn	Joe Steffler	Gloria Wilbee	Total
July. 5	Council Closed Session Virtual	-	-	-	-	-	-	-	-	did not attend	did not attend	-	0.00
July. 5	Regular Council - Virtual	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	1,891.23
July. 19	Council	171.93	171.93 18.30	171.93 42.70	171.93	171.93 18.30	171.93	171.93 42.70	171.93	171.93 30.50	171.93	171.93 21.96	2,065.69
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
<b>Total</b>		<b>343.86</b>	<b>362.16</b>	<b>386.56</b>	<b>343.86</b>	<b>362.16</b>	<b>343.86</b>	<b>386.56</b>	<b>343.86</b>	<b>374.36</b>	<b>343.86</b>	<b>365.82</b>	<b>3,956.92</b>



2022-08-05

Mayor Bernie MacLellan,  
Bradley McRoberts, Chief Administrative Officer and Staff of the Municipality of Huron East  
Municipality of Huron East  
72 Main Street South, PO Box 610  
Seaforth, ON N0K 1W0

Dear Mayor Bernie MacLellan, Bradley McRoberts and Staff of the Municipality of Huron East,

On behalf of Huron Perth Public Health, please allow me to sincerely thank you for all you have done, as part of your COVID-19 pandemic response, to protect and keep our Huron Perth communities as safe as possible from March 2020 - March 2022 and beyond. The pandemic has impacted everyone mentally, physically, emotionally and financially. It has been through the collective efforts of our communities that we have managed the pandemic and reduced its impacts where possible.

HPPH greatly values your leadership, support and partnership over the course of the pandemic. Of your many contributions, I would especially like to **acknowledge your work to share, promote and model the implementation of public health measures**. Your unwavering partnership and ability to prioritize the pandemic response, while balancing the demands associated with your role, were critical to the local COVID-19 pandemic response.

HPPH greatly values your commitment and dedicated support to mass vaccination clinics. Municipalities played various key roles within the rollout of clinics. This included the provision of ongoing municipal space, and collaboration with other municipalities, which allowed HPPH to plan and implement clinics within communities across both counties. We recognize and appreciate the dedication of CEMC support along with ongoing Clinic Logistics Committee representation. Lastly, municipal staff were pivotal to the volunteer coordination at clinics across both counties.

Although the pandemic is not over, I know that the partnership we have built will continue to keep residents of Huron Perth as safe as possible as we transition to a time where we manage COVID-19 using routine channels, while also resuming other work together that strengthens and promotes public health.

I extend my deepest gratitude to you, and your team, for your dedication, hard work and resolve.

Sincerely,

Dr. Miriam Klassen  
Medical Officer of Health and CEO  
Huron Perth Public Health

Monday, August 8, 2022

RE: The Future of Public Health in Huron Perth and Ontario

Dear Municipal Partners,

Please allow me to give you an update on Huron Perth Public Health's (HPPH) COVID-19 pandemic recovery progress, as well as to ask for your support on the future of public health in Huron Perth.

### **Recovery**

Throughout the COVID-19 pandemic, the importance of local public health has become abundantly clear. As leaders of the ongoing response to control disease transmission in our jurisdictions and roll out an unprecedented vaccination campaign, public health units diverted an average of 74% of 2020 resources and 78% of 2021 resources away from regular programs and services towards the COVID-19 response (Source: alpha's Public Health Resilience in Ontario report). HPPH was no exception.

In the spring of this year, HPPH began a gradual transition from acute pandemic response to recovery. This work includes:

- Clearing the backlog of work that has accumulated over the past two plus years. Clearing this backlog is critical in order to avoid significant impacts on population health with increased burdens of illness on the health care system
- Resuming regular programs and services
- Maintaining an effective pandemic response as COVID-19 continues to circulate and impact our communities

HPPH organizational program priorities in our COVID recovery phase include (in alphabetical order):

- Early child development: services for infants, toddlers, and children in the early years at risk for poor social and emotional development
- Equity, diversity, inclusion, such as our anti-racism and health equity work
- Healthy eating/physical activity/sedentary time (adult and child)
- Health protection, including Ministry-mandated inspection programs; disclosure system for food premise inspections; and, immunization catch-up (routine immunizations for children and adults)
- Mental health and addictions

In addition, the HPPH Senior Leadership Team intends to complete the operational details of our merger. You will recall that Huron County Health Unit and Perth District Health Unit merged to become Huron Perth Public Health on January 1, 2020. Four weeks later, on February 3, 2020, our pandemic response began.

### **The Future of Public Health in Huron Perth**

While the events since 2020 have made public health's role in pandemic response very clear, the entire mandate of public health covers much more than pandemic response.



Local public health units provide programs and services – as mandated by the *Health Protection and Promotion Act*, and as required under the Ontario Public Health Standards – that promote well-being, prevent disease and injury, and protect population health.

Our work, often done in collaboration with community partners and stakeholders, and within the broader public health system, results in a healthier population that contributes to a stronger economy. In addition, the upstream preventive approach of public health preserves costly and scarce health care resources.

We expect the provincial government will perform a thorough review of provincial systems in the wake of the emergency phase of COVID-19 response, including continued consideration of Ontario's public health system that had taken place previous to the pandemic.

As HPPH continues with recovery, and as we reflect on our recent merger, we offer the following considerations on public health renewal:

- Local public health agencies have in-depth knowledge of local resources and priorities, and strong relationships with key local partners/stakeholders such as municipalities and school boards to facilitate the delivery of local public health programs and services.
  - Ontario's public health system recognizes the strength of local programming that takes into account local needs and resources and capitalizes on municipal input, while delivering on provincial directions. While the government is transforming the health care system to improve patient experience and strengthen local services, it is equally important to strengthen local public health services, and maintain local accountability and stability.
- The goal of any changes should be to strengthen population health in Ontario through a properly resourced sector with clearly defined roles at the provincial and local level.
  - Local public health agencies will benefit from strong provincial supports, including a robust Ontario Agency for Health Protection and Promotion (Public Health Ontario) and a robust and independent Office of the Chief Medical Officer of Health.
- Mergers that are undertaken for the right reasons (e.g. improved service and capacity in aligned communities) may be part of a solution to address limited capacity in Ontario's public health sector, by achieving critical mass while still maintaining local relationships with municipalities, school boards and other community agencies.
- It is not a given that mergers will enhance capacity and/or save money, and it is important to consider the increased complexity of mergers involving health agencies that are embedded into municipal structures, and mergers involving larger populations and/or geography, while also understanding the costs of 'not doing this right'.
- Provincial supports (financial, legal, and administrative) must be provided during any mergers, and robust change management must be employed, in order to assist existing local public health agencies in their transition to any new state without interruption to front-line services.

For more information, please see the following documents from alPHA, the Association of Local Public Health Agencies:

- alPHA's "[What is Public Health?](#)" pamphlet
- alPHA [Resolution A22-2: Public Health Restructuring/Modernization & COVID-19](#)
- alPHA's [Public Health Resilience in Ontario Clearing the Backlog, Resuming Routine Programs, and Maintaining an Effective Covid-19 Response](#) report
- alPHA [2022 Elections Primer](#)
- alPHA's [Statement of Principles](#)

I would also refer you to the *HPPH board Submission to the Ontario Ministry of Health's Discussion Paper: Public Health Modernization (March 30, 2020)* for more detailed feedback on the public health system in Ontario, and lessons learned from our merger.

I am happy to discuss these materials and observations with you further, and hope that you will consider these materials and observations in any future discussions of local public health. Finally, let me offer my sincere thanks for your support of HPPH during this pandemic response.

Sincerely,



Dr. Miriam Klassen  
Medical Officer of Health & CEO  
Huron Perth Public Health

[Attachment: HPPH Submission to the Ontario Ministry of Health's Discussion Paper: Public Health Modernization]



## Submission to the Ontario Ministry of Health's Discussion Paper: Public Health Modernization

March 30, 2020

### Introduction

On behalf of the board and staff of Huron Perth Public Health (HPPH), thank you for this opportunity to provide feedback as you consider the modernization of Ontario's public health system. We are particularly pleased to respond with our unique perspective from the recent merger of the Perth District Health Unit and Huron County Health Unit; learnings we know will be valuable to the province's planning.

Before directly responding to your consultation questions, it is important to start by stating that any changes to Ontario's public health system must be evidence-based, and must be undertaken, firstly, to strengthen and enhance capacity in public health programs and services, and thereby improve population health in all of Ontario's communities.

Effective public health practice provides the opportunity to reduce hallway medicine and reduce the cost burden on the healthcare system. Conversely, cuts to public health programs and services are a false economy that may result in increased healthcare costs.

For example, through the prevention or even delay in the onset of chronic disease by addressing the four most common risk factors, public health strategies have the potential to save significant healthcare costs. A 2016 study by ICES demonstrated that the premium derived from improved health behaviours led to a 1.9% reduction in health care expenditures, estimated at \$4.9 billion, over the 10-year period from 2004 to 2013, even while the population was growing and aging. "We are not aware of other health interventions or strategies that have led to as large a reduction in expenditure as those reported in this study."<sup>1</sup>

There are many other examples of public health strategies that both improve the health of the entire population and keep people out of the healthcare system. However, the main goal of public health is to reflect the value society puts on health: to improve health and wellbeing, and to reduce health inequalities.

We make several recommendations in the following paper based on our unique merger experience. Some of our responses also echo or highlight thoughts and recommendations from several other reports, including the 2017 Annual Report of the Office of the Auditor General of Ontario: Chronic Disease Prevention, the Thunder Bay District Health Unit Response to MOH Public Health Consultation, and the alpha Report on Public Health & EHS Modernization.





## **INSUFFICIENT CAPACITY: What is currently working well in the public health sector?**

### **HPPH RESPONSE:**

The public health system in Ontario is currently functioning with three components that each play an important role.

- Local public health agencies have in-depth knowledge of local resources and priorities, and strong relationships with key local partners/stakeholders such as municipalities and school boards to facilitate the delivery of local public health programs and services. Ontario's public health system recognizes the strength of local programming that takes into account local needs and resources and capitalizes on municipal input, while delivering on provincial directions. While the government is transforming the health care system to improve patient experience and strengthen local services, it is equally important to strengthen local public health services, and maintain local accountability and stability.
- The Ministry of Health (MOH) provides funding to ensure that no communities are left behind, and a clear and consistent high-level mandate that also allows for local tailoring through the *Ontario Public Health Standards, Requirements for Programs, Services, and Accountability* (OPHS).
- Public Health Ontario (PHO) provides the scientific and technical support to ensure that Ontario's public health system is grounded in the best available evidence, and supported by modern and up-to-date lab services. PHO provides scientific and technical advice and support to clients working in government, public health, health care, and related sectors. PHO increases capacity of small health units to access scientific evidence and reduces duplication in every health unit attempting to develop the science, evidence, research.

## **INSUFFICIENT CAPACITY: What are some changes that could be considered to address the variability in capacity in the current public health sector? What changes to the structure and organization of public health should be considered to address these challenges?**

### **HPPH RESPONSE AND RECOMMENDATIONS:**

**Mergers may be a good option in some circumstances.**

- Mergers that are voluntary and smart that include consideration of population, geography/density, and municipal alignment.
- Mergers where there is evidence that they will enhance local public health programs and services. Mergers that are undertaken for the right reasons (e.g. improved service and capacity in aligned communities) may be part of a solution to address limited capacity in Ontario's public health sector, by achieving critical mass while still maintaining local relationships with municipalities, school boards and other community agencies.



- It is not a given that mergers will enhance capacity and/or save money, and it is important to consider the increased complexity of mergers involving health agencies that are embedded into municipal structures, and mergers involving larger populations and/or geography, while also understanding the costs of 'not doing this right'. It is important to weigh potential benefits against costs in short and long term. As an illustration, HPPH tracked almost 6000 hours of staff time directed to merger activities from May 2018 to January 30, 2020.
- There is time to plan and implement mergers effectively.
- Provincial supports (financial, legal, and administrative) must be provided during any mergers. It is critical that there are additional supports from the Ministry for one-time costs, changes to Municipal Act to allow for BOHs to meet from a distance, and a high level road map with key milestones and accountability to the Ministry would clearly equalize expectations of partners ensure that work stays on target to meet legal requirements in the HPPA.
- Robust change management must be employed, in order to assist existing local public health agencies in their transition to any new state without interruption to front-line services.

#### *Our Merger Experience and Learnings*

The Huron County Health Unit and Perth District Health Unit completed another merger milestone on January 1, 2020, legally becoming Huron Perth Public Health (HPPH), and we have many lessons learned that we can share. It is important to not underestimate the challenges associated with a merger, which include the cost, the effort, the myriad of details, the influence of culture and the period of time that it will take to actually be fully integrated. In the case of the HPPH merger, additional challenges arose from the fact that the HCHU employees were actually employees of Huron County as the health unit was not autonomous; there is more complexity involved when a merger involves a health unit that is not autonomous. As of November 30, 2019, the number of hours devoted to merger work for HPPH is 6230 (equivalent to 3.4 FTE). This includes staff time from former HCHU, former PDHU and ISN Technologies (an IT systems integration company, who assisted with the data extraction).

#### **Some of the factors to enable successful mergers include:**

1. There must be good reason to merge and this must be clearly articulated by the leadership including the boards and the senior leadership teams. In the case of HPPH, the boards recognized that, as two small health units serving very similar and aligned municipalities, a **merger had the potential to enhance capacity and improve programs and services**. Cost savings were never a driver. We are expecting some increased complexity due to the larger geography, and some increased mileage costs. However, we believe that the benefits derived from the combining of staff working together with common partners and stakeholders will be greater than the costs. We have also invested in technology solutions to allow for digital meetings of teams to mitigate the additional mileage.



2. There was a history of prior collaboration between HCHU and PDHU with established **mutual regard and trust**, particularly at the program level, as both health units worked together with the same school boards, CAS, and other community working groups and tables.
3. A **Transition Team** was formed which consisted of an equal number of senior staff and board representatives from each health unit. The Transition team further established working groups to lead the work of merging various aspects of the organization (such as legal, HR, program).
4. A **long runway** for planning. HPPH had the opportunity to plan well because we had time to define a clear and thorough long term work plan.
5. The Transition team developed a **robust communications** plan which included that key messages were developed for staff and boards after every Transition Team and Working Group meeting, and posted to a portal along with other important documents as they were developed (for example, the Organizational Chart). A commitment to timely and transparent communications was an important component of Change Management, as it reduced staff anxiety, thereby reducing employee frustration, lower productivity, absenteeism and increased employee turnover rate.
6. **Staff engagement** was a foundational priority for the HPPH merger. It takes more time and effort, but has ensured that decisions include staff knowledge from the front line to the senior leadership team. This is particularly true with regard to the unique Program Planning review process we established to bring together programs and services across our communities.
7. The Transition team engaged a **third party consultant**, which not only acted as a Project Co-ordinator (alleviating some of the additional work required of staff), but also facilitated difficult conversations. This was critical to ensuring that the collaborative culture was maintained during the merger.
8. Our merger was **supported by the province** with a one-time grant to cover the one-time costs associated with amalgamation.

In all cases, the goal of any merger should be to improve the effective and efficient local delivery of evidence-based public health programs and services. The process undertaken to complete such a merger is also critical. It is relatively simple to create a legal entity. It is much more challenging and critical to create a functional entity that can move forward with the mandate of local public health. It is important that the MOH, if it moves forward with mergers, supports a collaborative process that allows for a level playing field and opportunity for municipalities to find common ground; creating new entities that are able to immediately take advantage of increased capacity due to a merger.



While we recognize that the work of our merger is not finished on January 1, 2020, we are confident that the process we have followed, and recommend above, has increased the likelihood of a successful merger, freeing staff to move forward with the work of public health with greater shared capacity.

- **Carefully Integrate Appropriate Back Office Functions/Shared Services and/or a Regional Merger**

- There may be opportunity for **carefully considered back-office integrations** to enhance capacity in some regions. This would need to balance the potential benefits with the challenges, and keep in mind that public health is delivered in the community. This could be one way to enhance capacity by sharing aspects of planning, communications, epidemiology/surveillance, finance, organizational policy, continuing professional development, and health education. However, even with regionalization of some functions, there will be need for capacity at the local level. For example, local agencies will still be required to have capacity with regard to Emergency Response, local priority populations, and comprehensive health promotion that must be done at the local level such as community policy and supportive environment work.
- In any such regional integrations, there would continue to be a need for local public health agency sites that maintain connections with local municipalities and local partners, and implement local public health programs and services.
- The regional governance structure should continue to consist of municipal representatives from across the region, especially given the larger funding responsibility in the new cost-share formula. In many regions, there would need to be consideration given to changing the *Municipal Act*, to allow for electronic participation to count toward quorum in board meetings, and to allow for electronic participation in closed meetings, given the large geography and dangers of winter weather. Regional senior leadership including the regional MOH would liaise with the CMOH and MOH.
- There are other ways to **share resources** and improve capacity across a region. For example, *The Shared Library Services Partnership* (SLSP) provides Ontario public health units without an in-house library with access to up-to-date information and scientific resources. The SLSP is designed to support and strengthen relationships and promote knowledge exchange among public health units. Four existing health unit libraries ("hub health units") currently provide services to health units without in-house libraries ("client health units"). The partnership relies on supports and resources from across Ontario's public health library system, including PHO Library Services and the Ontario Public Health Libraries Association (OPHLA).
- Legal advice is a possible example where health units could **pool resources**. Health units that are part of a municipal structure often turn to municipal lawyers. Some larger health units have their own legal counsel. Smaller health units often seek legal advice on an as-needed basis. Ultimately, there may be 34 separate legal opinions on the same public health matter (such as



the review of a data sharing agreement or the interpretation of a section of a regulation). There may be ways to develop shared legal support partnerships in some regions.

- There may also be additional opportunity to leverage **shared supply chain** management, although public health unit budgets are generally mostly dedicated to human resources and very lean on supplies. However, as an example, some health units participate in shared purchasing of contraception.
- **Support Provincial Groups**

There are other provincial groups that support and improve local effectiveness.

- OPHA provides leadership on issues affecting the health of the public. It represents the collective interests of its members including individual practitioners and constituent societies representing discipline specific front liner staff and public health management staff. OPHA provides professional development, information and analysis on issues effecting community and public health, access to multidisciplinary networks, and advocacy on health public policy and the provision of expertise and consultation.
- alPHa provides leadership to boards of health and health units. It advises and lends expertise on governance, administration and management of health units, improving a BOH efficiency and effectiveness. It also collaborates with governments and other health organizations, advocating for a strong, effective and efficient public health system.
- Communities of practice and provincial networks, such as the SDOH Nurses' Community of Practice, Ontario Public Health Evaluators Network and Ontario Communicators in Public Health provide essential peer support and reduce duplication through sharing of resources and materials developed. It is also a way for smaller health units to connect and be supported by larger health units with more resources.

### **MISALIGNMENT OF HEALTH, SOCIAL, AND OTHER SERVICES: What has been successful in the current system to foster collaboration among public health, the health sector and social services?**

#### **HPPH RESPONSE:**

The Ontario Public Health Standards (OPHS) require that local public health agencies work in collaboration with partners and stakeholders to achieve their mandate. For example, "The board of health shall engage in multi-sectoral collaboration with municipalities, LHINs, and other relevant stakeholders" in decreasing health inequities. When health and social services sectors are not required



to collaborate with public health, and their capacity is limited, it can be challenging to establish effective working relationships. It would be beneficial if such an understanding between public health and other relevant stakeholders were mutual.

Successful collaboration in Huron and Perth has been enabled by the long history of established relationships in our rural communities. It is routine practice for public health and providers of health and social services to reach out to one another when planning local programs and services. Additionally, public health brings strength in community engagement and development and collaboration.

Currently HPPH is a participant in the planning for the Huron Perth Ontario Health Team, one of the first 24 teams in the province to implement a new model of organizing and delivering health care. HPPH will continue to provide knowledge and skills with respect to population health data, upstream risk factor data, skills in community engagement, and primary prevention.

### **MISALIGNMENT OF HEALTH, SOCIAL, AND OTHER SERVICES: How could a modernized public health system become more connected to the healthcare system or social services?**

#### **HPPH RESPONSE and RECOMMENDATIONS:**

1. The MOH should **collaborate and coordinate with other ministries** to develop a comprehensive long term vision for the public health system, such as in British Columbia's Guiding Framework for Public Health (2017).
2. The MOH could lead a ***Health in All Policies***, whole-of-government approach to assessing the public health impact of legislation and policy development.
3. The MOH facilitate supportive technology such as immunization registry.
4. It is necessary to **allocate sufficient resources**, including skilled time, to the work of coordination and integration. The health system in our region is dealing with acute pressures; it can be a challenge for local public health to bring upstream agenda to local tables that do not have sufficient capacity.

### **MISALIGNMENT OF HEALTH, SOCIAL, AND OTHER SERVICES: What are some examples of effective collaborations among public health, health services and social services?**

#### **HPPH RESPONSE:**

Locally, public health in Huron and Perth has long participated in collaborations of the health care and social services systems, including, as examples:



- Huron Perth Area Providers Table; a forum for providers such as hospitals, Long-Term Care Facilities, community support services, mental health addictions services, family health teams and others to regularly meet, share information and identify local needs
- Huron Perth Sub-Region Integration Table: a LHIN initiative intended to create shared capacity, and coordinate, standardize and integrate care among hospitals, Long Term Care Facilities, community support services, mental health addictions services, family health teams and others
- Huron Perth Health Links: a local partnership of health care providers, community and social services organizations, that coordinates patient-centred care planning
- Perth Emergency Planning for Human Health Emergencies (PEP): to provide a forum for health care and social service providers and municipal emergency planners, and Huron County neighbours, to discuss emergency preparedness for a range of significant health events
- Opioid Strategy Community Partnerships
- Kids First – a coalition of service providers focused on youth well being
- Poverty to Prosperity – an anti-poverty coalition

#### **DUPLICATION OF EFFORT: What functions of public health units should be local and why?**

##### **HPPH RESPONSE and RECOMMENDATIONS:**

1. The **local public health governance body must be autonomous**, have a specialized and devoted focus on public health, with sole oversight of dedicated and non-transferable public health resources. The local public health governance body must reflect the communities that it serves through local representation, including municipal, citizen and/or provincial appointments from within the area. Appointments should be made with full consideration of skill sets, reflection of the area's socio- demographic characteristics and understanding of the purpose of public health.
2. The leadership role of the local Medical Officer of Health (MOH), as currently defined in the *Health Protection and Promotion Act*, must be preserved with **no degradation of MOH independence, leadership or authority**, in order to ensure an independent voice on local public health issues, and in order to maximise use of the public health physician's broad knowledge, skills and experience at the local level. The local MOH must be directly accountable to the board of health, and must have control of public health staff and resources to meet community needs.

#### **DUPLICATION OF EFFORT: What population health assessments, data and analytics are helpful to drive local improvements? What changes should the government consider to strengthen research capacity, knowledge exchange and shared priority setting for public health in the province?**





#### HPPH RESPONSE:

- The primary challenge for smaller health units is the lack of drilled down data at the community level that is available, often due to smaller numbers and the combining of data. We also struggle with having data specific to rural areas.
- The Association of Public Health Epidemiologists of Ontario is a critical network that ensures knowledge exchange of work in population health assessments. Smaller networks, such as the one that includes smaller, rural health units has also been a significant source of support for us.
- Locally Driven Collaborative Projects (LDCPs) have been very helpful at reducing duplication and effective at knowledge exchange. The quality of the work over the past several years has been excellent, with the outcomes being used at local level decision making (e.g. Mental Health Promotion, Food Skills Literacy).

#### **DUPLICATION OF EFFORT: What are public health functions, programs or services that could be strengthened if coordinated or provided at the provincial level? Or by Public Health Ontario?**

#### HPPH RESPONSE and RECOMMENDATIONS:

It is important that roles and responsibilities, both at the local level and/or regional level, and at the provincial level, are clearly defined. Some roles that may be situated at the provincial level include planning, communications, epidemiology/surveillance, finance, policy, and health education. However, even with centralization of functions such as surveillance, communications and health education, there will be need for capacity at the local and/or regional level. For example, active transportation and opioid programs require local surveillance and/or local messaging that may not be addressed by central capacity. This is also true for local priority populations. In trying to separate central from local functions, there is a danger of fragmentation of public health functions with subsequent oversight by non-public health directors/leaders, and erosion of the public health mandate.

1. The **Chief Medical Officer of Health** should continue to provide public health leadership to the field, and should continue to communicate directly to the public regarding urgent and emergency public health matters. It is imperative that the Chief Medical Officer of Health continue to:
  - Provide public health leadership to the public-health sector
  - Identify and assess risk and opportunities for improving public health in Ontario
  - Communicate directly with the public regarding public health matters such as the risk of the Zika virus to Ontarians
  - Report annually to the Legislature on the state of provincial public health.
  - Additionally, we feel it is critical that the CMOH role be autonomous and at arm's length to ministry.





2. The **MOH** should coordinate with other ministries to develop a long-term vision for public health, ensure stable funding, retain the OPHS and continue to establish performance indicators and targets related to the OPHS, and lead province-wide health education campaigns with options for local tailoring. We recommend that the MOH:
  - Ensure predictable, protected and sufficient funding, including 3-year rolling forecasts and 10-year capital costs forecasts.
  - Retain the OPHS as the foundational basis for local planning and budgeting for public health programs and services
  - Develop comprehensive provincial approaches that include evaluation of public health programs (e.g. chronic disease prevention), as well as developing a comprehensive approach to assess the public health impact of legislation and policy development.
  - Collaborate and coordinate with other ministries to develop a comprehensive long term vision for the public health system, such as in British Columbia's *Guiding Framework for Public Health* (2017), as well as a *Health in All Policies*, whole-of-government approach to assessing the public health impact of legislation and policy development.
  - Continue to establish performance indicators and targets for local public health agencies, linked to the Ontario Public Health Standards, for public health units.
  - Use the expertise of communicators in public health in the field and develop communications creatives for provincial campaigns (e.g. vaping, seniors oral health) which can be tailored at the local level to ensure images and language are appropriate. This health education is only one aspect of health promotion, and the other aspects need to be developed and delivered at the local level (supportive environments, local community policy etc.).
  
3. **Public Health Ontario** should continue to provide scientific and technical support to the field and to operate public health laboratories. We recommend that Public Health Ontario:
  - Continue to provide scientific and technical advice and support activities, such as population health assessment, public health research, epidemiology, and program planning and evaluation
  - Continue to operate the province's public health laboratories which offer services including clinical and environmental testing, bioterrorism testing, and evaluation of new laboratory technologies and methodologies.
  - Identify other areas in which relevant data is not consistently available to all public health units, such as data on children and youth, and develop and implement a process to collect such data.
  - Define and identify the benefits and limitations of various economic evaluation methods in the context of public health for local public health agencies to then complete economic evaluations at program levels.

**DUPLICATION OF EFFORT: Beyond what currently exists, are there other technology solutions that can help to improve public health programs and services and strengthen the public health system?**

#### **HPPH RESPONSE and RECOMMENDATIONS:**

1. We recommend that the province, together with the public health sector, lead the development of a **digital strategy for public health**, with sufficient resources to support aligned and necessary information systems, that facilitates the incorporation of public health information from individual clients into a provincial Electronic Health Record (EHR), and that includes appropriate consultation. The Council of Ontario Medical Officers of Health (COMOH) Digital Health Committee, which has been working since 2017, provided a collective written response to the consultation on Public Health Modernization which can be found here:

[https://cdn.ymaws.com/www.alphaweb.org/resource/collection/FA7C5E7F-BA8C-4D15-9650-39628888027E/alpha\\_Letter\\_EMR\\_280619.pdf](https://cdn.ymaws.com/www.alphaweb.org/resource/collection/FA7C5E7F-BA8C-4D15-9650-39628888027E/alpha_Letter_EMR_280619.pdf)

### **INCONSISTENT PRIORITY SETTING: What processes and structures are currently in place that promote shared priority setting across public health units?**

#### **HPPH RESPONSE:**

- Consistency is good in OPHS. Inconsistency is good when tailoring to address local priority needs.
- The Ontario Public Health Standards: Requirements for Programs, Services, and Accountability, which provide the public health mandate at a high level should be retained as the foundational basis for local planning and budgeting for the delivery of public health programs and services.
- Public Health Ontario's knowledge products situational assessments, literature searches, evidence-informed decision making tools/prioritizing tools promote a common approach to priority setting.

### **INCONSISTENT PRIORITY SETTING: What should the role of Public Health Ontario be in informing and coordinating provincial priorities?**

#### **HPPH RESPONSE and RECOMMENDATIONS:**

1. Public Health Ontario should continue as the **independent scientific and technical lead** in the province. PHO should continue to provide support to local public health agencies with regard to population health assessment, public health research, epidemiology, and program planning and evaluation. PHO should expand on its data products (situational assessments, literature searches, evidence-informed decision-making tools/prioritizing tools), and thereby strengthen its role in informing and coordinating provincial priorities.



### **INCONSISTENT PRIORITY SETTING: What models of leadership and governance can promote consistent priority setting?**

#### **HPPH RESPONSE and RECOMMENDATIONS:**

- We recommend that **boards be autonomous** with a specialized and devoted focus on public health and with sole oversight of dedicated and non-transferable public health resources. Boards which are autonomous and with a specialized and devoted focus on public health, with sole oversight of dedicated and non-transferable public health resources are best placed to promote consistent priority setting. The local public health governance body must reflect the communities that it serves through local representation, including municipal, citizen and/or provincial appointments from within the area. Appointments should be made with full consideration of skill sets, reflection of the area's socio- demographic characteristics and understanding of the purpose of public health. Local agencies can ensure that provincial and/or regional strategies can be adapted at the local level and implemented in a way that meets local needs.
- We recommend that the **local MOH must be independent**, and must report directly to the board of health, and must be responsible for the allocation and control of public health staff and resources.

### **INDIGENOUS AND FIRST NATION COMMUNITIES: What has been successful in the current system to foster collaboration among public health and Indigenous communities and organizations? Are there opportunities to strengthen Indigenous representation and decision-making within the public health sector?**

#### **HPPH RESPONSE and RECOMMENDATIONS:**

- The Ontario Public Health Standards, which require that boards of health engage with Indigenous communities, provide direction through *the Relationship with Indigenous Communities Guideline*, 2018 to undertake this work. Some health units already have successfully developed relationships and formal or informal agreements and **best practices should be shared across the field**.

HPPH is early in the process of understanding our responsibilities under the *Truth and Reconciliation Committee Report*, and of seeking ways to engage Indigenous people within our boundaries, led by an internal Indigenous Cultural Working Group. We have completed some staff training on Cultural Humility and Indigenous History, and plan to continue. There are several good resources to support such training. We are working on developing better local data to guide our next steps.



**FRANCOPHONE COMMUNITIES: What has been successful in the current system in considering the needs of Francophone populations in planning, delivery and evaluation of public health programs and services? What improvements could be made to public health service delivery in French to Francophone communities?**

**HPPH RESPONSE:**

There are few Francophones in Huron and Perth; only 315 residents list French as their first official language in Huron<sup>2</sup>, 355 in Perth<sup>3</sup>, and only 10 list French as the only official language spoken at home in each of Huron and Perth. The Francophone population is not a priority population in for HPPH, and so we have no expertise in this regard.

Our Anabaptist communities are a priority that require significant resources.

**LEARNING FROM PAST REPORTS: What improvements to the structure and organization of public health should be considered to address these challenges? What about the current public health system should be retained as the sector is modernized? What else should be considered as the public health sector is modernized?**

**HPPH RESPONSE and RECOMMENDATIONS:**

- Ontario's public health system must **remain financially and administratively separate and distinct** from the health care system to avoid degradation of the public health system.
- The total **funding envelope must be stable, predictable, protected and sufficient** for the full delivery of all public health programs and services.
- Any change must be predicated on **evidence-based** conclusions that it will demonstrably improve the capacity to deliver public health programs and services to the residents of that area.
- **Provincial supports (financial, legal, administrative) must be provided** to assist existing local public health agencies in their transition to any new state without interruption to front-line services

## Conclusion

The goal of any changes should be to strengthen population health in Ontario through a properly resourced sector with clearly defined roles at the provincial and local level. In such a system, local public health agencies will reflect the geographical, demographic and social makeup of the communities they serve, and will have the capacity to efficiently and equitably deliver both universal public health programs and services and those targeted at priority populations. Local public health agencies will benefit from strong provincial supports, including a robust Ontario Agency for Health Protection and



Promotion (Public Health Ontario) and a robust and independent Office of the Chief Medical Officer of Health.

Such a system will help relieve the stress on the acute healthcare system by keeping Ontarians healthier and out of hospitals. Additionally, the expertise and skills of Ontario's public health sector can be utilized by decision makers across sectors to ensure that health and health equity are assessed and addressed in all public policy.

**References:**

1. Manuel DG, Perez R, Bennett C, Laporte A, Wilton AS, Gandhi S, Yates EA, Henry DA. A \$4.9 Billion Decrease in Health Care Expenditure: The Ten-Year Impact of Changing Smoking, Alcohol, Diet and Physical Activity on Health Care Use in Ontario. Toronto, ON: Institute for Clinical Evaluative Sciences; 2016.
2. Statistics Canada. (modified 2018). Census Profile, 2016 Census. Huron, County [Census division], Ontario and Ontario [Province].
3. Statistics Canada. (modified 2018). Census Profile, 2016 Census. Perth, County [Census division], Ontario and Ontario [Province].

63In Honour and In Memory of Donations

2021

Harvey Dale	Barbara Hoy	Millie Quance
Clara A. Dittmer	Frank Hulley	Kevin Reiger
Kay Baer	Ken Doig	Mike Reiger
Bruce Beaumont	Clara Ducharme	Eleanr Reilly
Jeff Britton	James Ducharme	Edward Scherbarth
Lloyd Brodhagen	Laura Eggert	Gwen Scott
Donald Buchnan	Wilfred Elliott	William Scott
Brad Carnochan	Andrea Finlayson	Barb Springall
Matt Carnochan	Jean Freriks	Richard Ulch
George Clements	Les Glanville	Greg Van Loon
Betty Coleman	George Gray	Ronald Weiss
Graeme Craig	Brian Haley	Tom Williamson
Heather Cronin		

Pet's Stay Connected!



Like us on Facebook!

Send us an email at [seaforth.foundation@hpha.ca](mailto:seaforth.foundation@hpha.ca) with your contact information (email, phone and address) or to update your contact information to stay up to date on the latest Seaforth Community Hospital Foundation news!

Please consider donating!

Name: \_\_\_\_\_

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

Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Please make cheque payable to the Seaforth Community Hospital Foundation or e-transfer to [seaforth.foundation@hpha.ca](mailto:seaforth.foundation@hpha.ca)

☐ \$500 ☐ \$250 ☐ \$100 ☐ \$50 ☐ \$25 Other: \$ \_\_\_\_\_

☐ I agree to have the above name on the Donor Recognition Display. *Tax receipts will be issued for donations over \$10.*



PO Box 99 Seaforth ON, N0K 1W0  
519-527-1650

Charitable Registration: 898182241 RR 0001



Summer Newsletter

July/August 2022

Enhanced Quality of Care!

SCH Foundation is Raising Funds for a New Ultrasound Unit

Ultrasound units play an essential role in helping healthcare professionals diagnose and determine treatment for a variety of conditions and diseases.

While ultrasounds are important with respect to pregnancies, did you know that ultrasound at Seaforth Community Hospital is also used for carotid Doppler assessments with respect to Stroke follow-up and artery blockages that would restrict blood flow; liver assessment; diagnosis of deep vein clots in an arm or leg; pelvic assessment with respect to a uterine tumor; and diagnosis of abdominal pain?

At the Huron Perth Healthcare Alliance, ultrasound units are used on a daily basis by the Medical Imaging team. The current equipment is nearing end of life which can result in breakdowns. Replacement parts may not be available or not be received in a timely manner, thus resulting in delayed assessments and limited access for patients.

The new ultrasound unit will cost \$180,000. The new ultrasound unit will provide a very portable design with WiFi connectivity allowing use in the Imaging Department, inpatient unit and Emergency Department; enhanced visualization of deeper structures in the patient's body; enhanced quality of images; user-friendly features for the technologist; a larger monitor for clear viewing; and state-of-the-art software.

As the Ministry of Health does not fund purchases of medical equipment, the Seaforth Community Hospital Foundation relies on the generosity of our community members like you!

Donations to support this campaign can be made in the following ways:

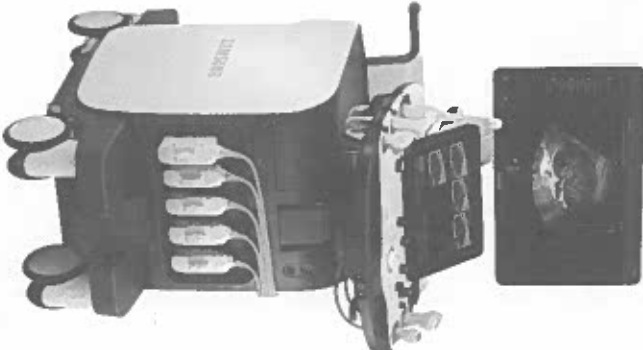
- Complete the donation form on the back of this newsletter and mail a cheque to the SCH Foundation.
- Etransfer your donation to [seaforth.foundation@hpha.ca](mailto:seaforth.foundation@hpha.ca).
- Visit our website at [www.hpha.ca/schfoundation](http://www.hpha.ca/schfoundation)—this page will take you to the **Canada Helps** website where a secure donation can be made
- Call us at 519-527-1650 to discuss other donation options, such as bequests.

Best Regards,

Ron Lavoie, Chair & Sheila Morton, Vice-Chair



Read Shultz Brothers Estate story inside!





# Our Community is Amazing!



The Seaforth Community Hospital Foundation is thankful for the generosity of the Shultz brothers and honored to be included in their legacy.



The Royal Canadian Legion donated \$6,817.20 for the purchase of a bariatric stretcher

## SAVE THE DATE

Annual General Meeting  
September 21, 2022

CKNX Health Care Heroes Radiothon  
October 15, 2022



The Seaforth Lions Club presented the Seaforth Community Hospital Foundation with a cheque for \$3,000 in October 2021

### Seaforth Community Hospital Foundation Board of Directors

- Ron Lavoie, Chair
- Sheila Morton, Vice-Chair
- Andrew Williams, Secretary-Treasurer
- Wendy Hutton
- Sherry McCall
- Greg O'Reilly
- Dick Burgess
- Kerri-Ann O'Rourke
- Linda McLachlan

# Donations Make an Impact!

Each year, the Seaforth Community Hospital Foundation will present a cheque to support the hospital in purchasing equipment necessary for day to day operations.

This equipment allows our healthcare workers to provide high quality patient care and keep patients safe.

The Seaforth Community Hospital is pleased to share the different equipment that the funds transferred have helped purchase over the past few years.

Without donations from community members, like yourself, this would not be possible!

2019 Donations
Patient beds, over bed tables and bedside cabinets
OTRT Track and Hardware
Front Load Washer



2019—Patient Bed

2020 donations
Computer Workstation on wheels
Vital Signs Monitors
Air Scrubber
Portable pressure Monitor
Ante Room Kit
COVID-19 Operating Expense



2020—Computer Workstation on Wheels & Vital Signs Monitor

2021 Donations
Support the purchase of X-ray equipment



2021—X-ray equipment

### Past Transfers:

2021	2020	2019	2018
\$307, 600	\$140, 324	\$262, 188	\$51, 169

## Statement of Operations

### Seaforth Community Hospital Foundation

For the year ended March 31, 2022  
**Revenue: \$777, 352**

Memorials & Bequests	\$507, 036
Fundraising & Campaigns	\$126, 997
Investment Income	\$136, 849
Unspecified Donations	\$6, 470

### Expenses: \$310, 544

Transfer to Hospital	\$275, 000
Fundraising Expenses	\$26, 483
Other Expenses	\$9, 061

Please note, Ribbon cutting events for these pieces of equipment have been postponed due to COVID-19

### Seaforth Community Hospital Trust

For the year ended December 31, 2020  
**Revenue: \$ 114, 664**

Rental Income	\$114, 664
---------------	------------

### Expenses: \$ 127, 418

Administrative, Operational & Building Expenditures	\$122, 985
Amortization	\$4, 434



Minutes of the Huron East/Seaforth Community Development Trust Meeting



Thursday July 7, 2022 @ 7 pm  
Post Office Boardroom

**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, Ray Chartrand, Cathy Elliott, Neil Tam, Ann Bettles

**Other present:** Chance Coombs

1. The meeting was called to order by Chair Christie Little @ 7:02 pm. Christie welcomed new trustee Ann Bettles.

2. Deputation/Requests/Presentations/Correspondence - None

3. Additions to Agenda & Approval of Agenda

**Moved by Neil, seconded by Ray for approval of agenda. Carried.**

4. Disclosure of Trustees' Pecuniary Interest

- Cathy has a pecuniary interest.

5. Accounts Payable – Financial Reports

- Current bank balance is \$173,460.09
- Payables this month are \$30,434.32 (water at LHIN not included)
- We have an MCU GIC maturing July 18, 2022. The non-redeemable renewal rates are:  
9 months – 3.65%    1 yr. - 4.02%    18 months – 4.10%    2 yr. - 4.50%.  
With brickwork and clock tower repair at the post office to be paid for, it was decided to have the proceeds of this investment go to cash in the bank account.
- Monthly rent on unit 201 at post office building has been increased to \$175 + HST = \$197.75.

**Moved by Neil, seconded by Joe that the financial reports be approved. Carried.**

6. Property Manager's Report – Chance (see attached)

- Chance has had the trees at the front of 32A Centennial Drive trimmed as they were rubbing on the steel roof. She will submit the bill to Wightman's for payment.

- Exterior lights at 32A Centennial Drive are on from 9:30 pm – 6:30 am (on a timer). Several of the lights are burned out. A lift is needed to replace them. The ballast in the men's washroom is faulty. Neil has a T8 ballast he can provide. Chance will contact Elligsen Electric to do these repairs.
- Postmistress reported a sewage smell from basement. There have been breaks in the old sewage pipe and the 1/2" water line in the past. Chance suggested having them replaced before there is a major problem. Ray felt that Chance should get a quote on doing this for our next meeting.

**ACTION: Chance will get a quote on replacing sewage pipe and water line at post office.**

**Moved by Bob, seconded by Ray to approve PM's report. Carried.**

#### 7. Huron East Health Centre Report -None

#### 8. Minutes of Monday June 6, 2022 meeting

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

#### Unfinished Business

#### Action Items from Minutes

- Bob contacted Smith Construction for a quote on removal of current ramp and installation of a new ramp. They did not take measurements as there is scaffolding on the south side of the tower and that is where Bob understood the new ramp would be. Bob feels that moving the ramp to the south side of the tower would provide a balanced look to the building.
- Cathy met with Derrick Van Driel and an engineer from B.M. Ross on June 22. Derrick said that having the ramp on south side of tower would add \$40,000 to the cost. He felt there was a reason the ramp was put on north side of tower. He felt that the current door may not meet accessibility specifications. Derrick said the current ramp could be removed when all the components of the new ramp are ready for assembly. This would minimize the time when a ramp isn't available for access. He could make this his first project in Spring 2023. He asked for survey and elevation drawings to be provided for preparation of quote. Cathy researched these items at town hall and emailed them to Derrick. Cathy checked with Dr. Cooper as to what might be under the current ramp. His photographic documentation of this building does not show any utilities in that area.

**Moved by Ray, seconded by Neil to get a quote from both Smith Construction and Van Driel Excavating for removal of current ramp and installation of new ramp. Carried.**

#### Clock Tower Repair/Brickwork

- Christopher Mayberry repaired the crumbling steps at northeast of post office building. He felt they would last no more than 5 years because the interior of the cement steps is crumbling.

- Cathy received a call from project manager Dr. Chris Cooper. Water infiltration has caused interior bricks to become saturated and crumble. Header bricks were cut in half and were not anchoring brick. Helical piles (corkscrew device to go into the wall to anchor the brick) will have to be used. Upon researching, Dr. Cooper discovered that plans for the building's construction called for copper flashing to be installed to prevent water infiltration. Apparently, it was not installed. Christopher Mayberry will install copper flashing at the bottom of the top tier of brick (over the rusticated stone that says Post Office). It is anticipated that work will take until the end of the summer.
- Chance has been asked to remove the conduit and lights on front of tower for brick repair. The age of the conduit and lights may necessitate replacement as they are brittle and may break. Discussion about a single gooseneck light over the door vs. lights flanking the door resulted in a decision to put a single gooseneck light, same as those over doors on north side of building.
- Cathy met with Dr. Chris Cooper and Tom Cross on July 1<sup>st</sup> to investigate the clock in clock tower. Their findings are as follows:
  - anchor pins are missing. In some cases, wood pegs have been used. These clock faces weigh several hundred pounds.
  - heavy condensation and mould have caused the complete failure of putty. Unsympathetic use of silicone caulking is evident. Possible corrosion of bronze.
  - panelling rotted from condensation and mould. Unsympathetic use of spray-in-place foam.
  - floor is rotted and dangerous.

A proposal for repair of the clock was presented, with Tom Cross doing the restoration work.

**Moved by Neil, seconded by Joe to accept the proposal for repair of the clock. Carried.**

#### New Business

##### 32A Centennial Drive

- Christie and Cathy met with Brad McRoberts and Jessica Rudy to discuss the bylaw regarding this property and the trust's wishes (transfer ownership to the trust, sever the property, establish a right of way, change the zoning to expand building uses and remove responsibility for FHT debt).
- Brad felt that the municipality's lawyer could handle most of these items. The rezoning would be a longer process, possibly until end of August. He will write a report to take to council, as a vote on this would be required.
- Christie explained that the two counsellors appointed to the trust will not be in conflict of interest when this comes before council for a vote. The counsellor who sits on the trust as a citizen will have a conflict of interest.
- Bob has spoken with Vicki Lass, who is composing a catalogue of commercial

properties available for rent or sale in Huron County. He asked that we send Vicki the building's listing for inclusion in the catalogue.

**ACTION – Christie to send rental listing to Vicki Lass.**

End of Summer Fireworks

- Neil was contacted by PyroWorld about a fireworks display. The trust has declined at this time.

August 4<sup>th</sup> Meeting

- Neil will be away for August meeting. A Zoom meeting would allow him to attend.

9. In Camera – Not Required

**Next meeting – Thursday August 4, 2022 @ 7:00 pm. (or at call of Chair) in the post office boardroom or by Zoom.**

**Bob moved for adjournment at 8:19 pm. Carried.**

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

PROPERTY MANAGER'S REPORT - JULY 2022

**POST OFFICE**

I received a call from Postmistress stating that driver had backed into the dock in the wrong area and damaged it. I checked it out and wasn't too worried about the minor damage but she took pictures and sent them to her superiors and now they are asking the dock be rebuilt near the post. I asked Mason Mayberry if he could repair damage and Cathy also spoke to him and gave the go ahead. Hopefully their insurance will pay for this work. (On-going)

Still waiting on Estimate for new piping in Basement.

I received a text from Tenant advising hydro was out. All good.

I received a text from Postmistress about new flooring coming loose in 3 different places. I checked it out and notified Cathy to look into warranty.

I had Elligsen's Electric remove lights and conduit at front door.

I'm checking in with Mason regularly.

I attended a Masonry class at Cathys via Zoom. (Starting Stonework repairs in August)

I checked and recorded all Fire Extinguishers and Emergency lights.

I continue to monitor dehumidifier and sump pump.

I am adding salt to conditioner as needed.

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

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

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

### L.H.I.N

I picked up cheque and delivered to tree trimmer.

I will call Elligsens and remind them about ballast and outside lights.

I am doing walk throughs periodically.

PROPERTY MANAGER

Chance Coombs



**Vanastra Recreation Centre/Day Care Minutes  
Virtual Meeting  
Monday, August 29, 2022**

**Members Present:**

Chair Janet Boot, Councillor Raymond Chartrand, and Becky Kyle

**Members Absent:**

Mark Stone

**Staff Present:**

Vanastra Recreation Centre Manager Lissa Berard, Manager of Vanastra Early Childhood Centre Candice Seulal and Clerk Jessica Rudy

**1. Call to Order**

Chair Janet Boot called the meeting to order at 6:00 p.m.

**2. Confirmation of the Agenda**

Moved by Councillor Chartrand and Seconded by Becky Kyle:

That the agenda for the regular meeting dated August 29, 2022 be adopted as circulated.

Carried

**3. Declaration of Pecuniary Interests**

None declared.

**4. Delegations**

**5. Minutes of Previous Meeting**

Moved by Becky Kyle and Seconded by Councillor Chartrand:

That the following meeting minutes be approved as circulated:

**5.1 Regular Meeting – May 30, 2022**

Carried

**6. Reports & Recommendations of Facility Manager**

### 6.1 Vanastra Recreation Centre Manager's Report: August 2022

Vanastra Recreation Centre Manager Lissa Berard provided an overview of the Manager's report and noted the following:

- Drain repair started on August 5, 2022 resulting in an extra \$2000 to the quoted price; the contractor will be returning to do the sewer coating in two sections.
- Very hot water was running in the change room showers, which resulted in the replacement of a mixing valve.
- Staff are currently waiting on a quote for exhaust fan motors in the change rooms.
- A new entrance door and ceiling have been installed on the baseball diamond booth.
- Acoustic panels have been installed, creating a noticeable sound difference.
- Summer staff have been doing really well, presenting excellent team work and supporting each other between the pool and day camp.
- There have been some behavioral concerns in the day camp but overall the program has run smoothly.
- Three children had to be removed from the day camp program.
- September and October are proving to be difficult for staff shortage with students.
- Due to the staffing shortages, the facility will remain closed on Sundays until after Thanksgiving.

In regards to child behavior issues with the day camp, L. Berard confirmed that parents were issued warnings prior to removal from the program and all instances were well documented.

At the request from the Committee, Manager of the Early Childhood Learning Centre Candice Seulal provided a verbal report noting that since she started she has been building relationships with the children and families as well as tracking various pieces to create ease in administration.

Moved by Becky Kyle and Seconded by Raymond Chartrand:

That the Vanastra Recreation Centre/Day Care Committee accept the Manager's Reports, as presented.

Carried

**6.2 Vanastra Day Care Financial Statements – August 31, 2022**

C. Seulal provided an overview of the financial statements noting that the enrollment is in good standing and most rooms are at full capacity. It was stated that more staffing resources would be required to reach and maintain full capacity at the centre.

**6.3 Vanastra Recreation Centre Financial Statements – August 31, 2022**

L. Berard provided an overview of the financial statements noting the following:

- Revenue is expected from the Trillium Grant as well as the Canada Summer Jobs program.
- Swimming lesson revenue is proving to be higher than anticipated.
- The more programs being offered results in higher program expenses.
- Memberships, pool rental and day camp budgets are on target.
- Overall budget is currently in a surplus state opposed to the expected deficit and no reserve money has had to be utilized.

Moved by Councillor Chartrand and Seconded by Becky Kyle:

That the Vanastra Recreation Centre/Day Care Committee accept the Early Childhood Education Centre and Recreation Centre Financial Statements, dated August 31, 2022, as presented.

Carried

**7. Correspondence****8. Unfinished Business**

The committee discussed possible uses of the fundraising money, with previous thoughts given to outdoor fitness equipment and an outdoor shelter. It was noted that the outdoor fitness equipment may not be fully utilized and that perhaps there could be investment in playground structures.

L. Berard noted that the outdoor shelter may still be feasible this year and that she has observed some mixed use spaces which contain playground or interactive exhibits for the children along with one to two pieces of fitness equipment which can be utilized by adults and children. It was noted that something like this would be placed in one of the green spaces.

The Committee requested that the discussion of children/adult playgrounds be added to the next agenda.

**9. Other Business**



**10. Closed Session and Reporting Out**

**11. Meeting Dates**

The Committee confirmed that the next meeting for October 17, 2022.

**12. Adjournment**

Moved by Councillor Chartrand and Seconded by Becky Kyle:

The time now being 6:59 p.m. That the meeting now adjourn until October 17, 2022 at 6:00 p.m.

Carried

---

Janet Boot, Chair

---

Jessica Rudy, Secretary

**The Corporation  
of The  
Municipality of Huron East  
By-law No. 068 for 2022**

Being a By-law to Prescribe Standards for the  
Maintenance and Occupancy of Property in the  
Municipality of Huron East and Repeal By-laws  
39-2001 and 4-2017.

**Whereas**, Sections 8, 9, and 11 of the *Municipal Act*, S.O. 2001, c. 25, as amended, permits a municipality to pass By-laws necessary or desirable for municipal purposes, and in particular paragraphs 5, 6 and 8 of Subsection 11 (2) authorize By-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property;

**And Whereas** Section 127 of the *Municipal Act*, 2001, permits a municipality to pass By-laws requiring an owner or occupant of land to clean and clear the land, not including buildings; to clear refuse or debris from the land, not including buildings; for regulating when and how such matters shall be done; for prohibiting the disposal of refuse or debris on land without the consent of the owner or occupant of the land; and for defining “refuse”;

**And Whereas** Section 15.1(3) of the *Building Code Act*, 1992, S.O. 1992, C.23, permits the council of a municipality to pass a by-law to do the following things in an official plan that includes provisions related to property conditions is in effect in the municipality or if the council of the municipality has adopted a policy statement:

- a) Prescribing standards for the maintenance and occupancy of property within the municipality or within any defined area or areas and for prohibiting the occupancy or use of such property that does not conform with the standards.
- b) Requiring property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition.;

**And Whereas** Section 425 of the *Municipal Act*, 2001 permits a municipality to pass By-laws providing that any person who contravenes any By-law of the municipally passed under the *Municipal Act*, 2001 is guilty of an offence;

**And Whereas** Section 436 of the *Municipal Act*, 2001 permits a municipality to pass By-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not a By-law passed under the *Municipal Act*, 2001, or a direction or order made under such a By-law are being complied with;

**And Whereas** Section 444(1) of the *Municipal Act*, 2001 permits a municipality, if satisfied that a contravention of a By-law of the municipality passed under the *Municipal Act*, 2001 has occurred, to make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention.

**And Whereas** Section 445(1) of the *Municipal Act*, 2001 permits a municipality if satisfied that a contravention of a By-law of the municipality passed under this Act occurred, the municipality may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention.

**And Whereas** The Corporation of the Municipality of Huron East deems it desirable to prescribe and enforce standards for the maintenance and occupancy of property within the Municipality of Huron East;

**Now Therefore** the Council of the Municipality of Huron East **Enacts As Follows:**

1. Application and Interpretation

Short Title

1.1 This By-law may be referred to as the “Property Standards By-law”.

Application

1.2 This By-law applies to all property in the municipality

Interpretation

- 1.3 The standards set out in this By-law, unless otherwise stated, shall be held to be the minimum standards for the promotion of public health, safety, comfort, convenience and general welfare and are not indeed to derogate from the standard found in any other applicable municipal by-laws or federal or provincial legislation.
- 1.4 The owner of property which does not conform to the standards prescribed in this By-law shall repair and maintain the property to conform to the standards of this By-law or the property may be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition.

2. Definitions

“**Act**” means the Building Code Act, 1992, S.O. 1992, c.23, as amended.

“**Accessory building**” means a subordinate building or structure, on the same lot as the main building or a part of the main building devoted exclusively to a use naturally and normally incidental to, subordinate to, and devoted exclusively to the main use of the property.

“**Basement**” means a storey or storeys of a building located below the storey with its floor closest to grade which has a ceiling of more than 1.8 metres (6 feet) above grade.

“**Building**” means:

- a) a structure occupying an area greater than ten square metres consisting of a wall, roof and floor any of them or a structural system serving the function thereof including all plumbing, works, fixtures and service systems appurtenant thereto;
- b) a structure occupying an area of ten square metres or less that contains plumbing, including the plumbing appurtenant thereto;
- c) plumbing not located in a structure;
- d) a sewage system; or,
- e) structures designated in the Building Code.

“**Building Code**” means Ontario Regulation 332/12, as amended or other regulations made under s. 34 of the Act.

“**Certificate of Compliance**” means a certificate issued by a Property Standards Officer if they are of the opinion that the property, for which the certificate has been requested, is in compliance with the standards established in this By-law.

“**Chief Building Official (CBO)**” means a Chief Building Official appointed or constituted under Section 3 or 4 of the Act or their designate.

“**Council**” means the Council of the Municipality of Huron East.

“**Demolish/Demolition**” means to do anything in the removal of a building or any material part thereof.

“**Dwelling unit**” means a room, or suite of rooms, operated as a single housekeeping unit in a building, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

**“Floor area”** means the space on any storey of a building between exterior walls and required firewalls, including the space occupied by interior walls and partitions, but not including exits and vertical service spaces that pierce the storey.

**“Grade”** means the average level of proposed or finished ground adjoining a building at all exterior walls.

**“Ground Cover”** means organic or non-organic material applied to prevent soil erosion such as concrete, flagstone, gravel, asphalt, grass or other landscaping.

**“Guard”** means a protective barrier around openings in floors or at the open sides of stairs, landings, balconies, mezzanines, galleries, raised walkways or other locations to prevent accidental falls from one level to another.

**“Highway Traffic Act”** means Highway Traffic Act, R.S.O. 1990, c.H.8, as amended.

**“Landlord”** includes:

- a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit;
- b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause a).

**“Motor Vehicle”** means an automobile, motorcycle, or any other vehicle propelled or driven otherwise than by muscular power; but does not include the cars of electric steam railways, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the Highway Traffic Act

**“Municipal Act, 2001”** means the Municipal Act, 2001, S.O. 2001, c.25, as amended.

**“Municipal Law Enforcement Officer”** means a person appointed by the Municipality under s.15 of the Police Services Act, R.S.O. 1990, c. P.15.

**“Non-residential property”** means a property not occupied, in whole or in part, for the purpose of human habitation.

**“Occupant”** means any person or persons over the age of eighteen (18) years occupying a property.

**“Owner”** includes:

- a) the registered owner of the property;
- b) the person for the time being managing or receiving the rent of the property, whether on the person’s own account or as agent or trustee of the any other person, or who would receive the rent if the property were let; and
- c) a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for maintenance and occupancy of property as set out in this By-law.

**“Person”** means an individual, corporation, unincorporated association or partnership.

**“Pests”** means rodents, vermin or insects.

**“Property”** means a building or structure, or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile structures, outbuildings, fences and erections thereon, whether heretofore or hereafter erected as well as vacant land.

**“Property Standards Officer”** means a Municipal Law Enforcement Officer.

**“Recyclable material”** includes, but is not limited to, the following material:

- a) glass, including bottles and jars, but not broken glass, light bulbs, mirrors, plate glass or ceramics;
- b) tin and aluminum cans;
- c) plastic soft drink bottles;
- d) newspapers; and
- e) corrugated cardboard.

**“Refuse”** means any article or thing that:

- a) has been cast aside, discarded or abandoned, whether of any value or not;
- b) has been used up, in whole or in part, whether of any value or not; or
- c) has been expanded or worn out, in whole or in part, whether of any value or not.

**“Rental unit”** means a dwelling unit used, or intended to be used, as a residential rental property.

**“Repair”** includes the provision of facilities, the making of additions or alterations or the taking of any other action that may be required to ensure that a property conforms with the standards established in this By-law.

**“Residential rental property”** includes a rental unit and the yards.

**“Sewage System”** means the Municipalities sanitary sewer system or private sewage disposal system approved by the relevant approval authority.

**“Signs”** means any of the following:

- a) an advertisement, identification, promotion, direction, decoration or information by means of printing on or attaching bills, letters, logos, or numerals to any building including the frame, canopy, surface or device on which the advertisement, identification, promotion, direction, decoration, or information is painted, placed or attached;
- b) any structure used for the purpose of supporting a sign; and
- c) any marquees or posters.

**“State of good repair”** means:

- a) in good conformity with the Act and the Building Code;
- b) structurally sound;
- c) not broken, rusted, rotten or in a hazardous condition;
- d) not unsightly to the extent that it would be deleterious to abutting property owners or to the neighbourhood;
- e) in proper working order, if applicable; and
- f) adequately protected by weather-resistant material, if applicable.

**“Tenant”** means a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives.

**“Urban area”** means settlement areas within the Municipality such as cities, towns, villages, and hamlets.

**“Undesirable material”** includes:

- a) rubbish, garbage, brush, waste, litter and debris;
- b) injurious insects, termites, rodents, vermin and other pests;

- c) growth of weeds or grass in excess of 15.24 cm (6 inches) in height;
- d) ground cover, hedges, and brushes which overhang the sidewalk, impede pedestrian or vehicular traffic or cause a site obstruction;
- e) dead, decayed, or damaged trees or other natural growth and the branches and limbs thereof which may create an unsafe condition;
- f) wrecked, dismantled, inoperative, discarded, unused, or unpermitted vehicles or trailers, except in an establishment licensed or authorized to conduct or operate a wrecking business;
- g) stagnant water which provides a breeding place for mosquitos or other health hazards;
- h) machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an unsafe condition;
- i) dilapidated or collapsed structures or erections;
- j) all furniture used for exterior use that becomes dilapidated; or
- k) all furniture designed for interior use.

**“Yard”** means land, other than publicly owned land, around and appurtenant to the whole or any part of a building that is lawfully used, intended to be used or capable of being used in connection with the building.

**“Zoning By-Law”** means a By-law passed by Council under the authority of the Planning Act

### **3. Prohibitions**

- 3.1 No person shall use or occupy, or permit the use or occupancy of, any property, that does not conform to the standards prescribed in this By-law.
- 3.2 No owner shall fail to maintain their property in conformity with the standards prescribed in this By-law.
- 3.3 No owner shall fail to comply with an Order issued under this By-law.

### **4. Environment**

#### **Yards**

- 4.1 Yards shall be maintained free of any undesirable material.

#### **Driveways, Ramps, Etc.**

- 4.2 Driveways, ramps, parking areas, paths, outside stairs and landings shall provide a uniform surface for pedestrian or vehicle use and shall be maintained so as to afford safe passage under normal use and weather conditions.

#### **Unstable Soil**

- 4.3 Exterior property areas shall be graded or provided with ground cover as appropriate to prevent unstable soil conditions or erosion and to prevent accumulations of dust or dirt from spreading to neighbouring properties.

#### **Lighting**

- 4.4 Lighting fixtures, lamps and their supports and connections shall be maintained in a safe and complete condition, without visible deterioration and in working order.
- 4.5 All exterior lights shall not cause light to trespass onto adjacent properties or shine directly into a dwelling unit.
- 4.6 Sensor activated lighting shall not be triggered by activity off the property.

**Conditions Maintained**

- 4.7 All approved site plan conditions including, but not limited to, drainage, ground cover, hedges, trees and landscaping shall be maintained.

**Accessory Buildings**

- 4.8 Accessory buildings, other than farm out-buildings, shall be:
- a) Protected by paint, preservative or other weather-resistant material;
  - b) Structurally sound;
  - c) Maintained in a state of good repair and free of accident hazards; and
  - d) So as not to present an unsightly appearance.

**Fences**

- 4.9 All fences shall be:
- a) Maintained in a state of good repair;
  - b) Protected from deterioration by the application of paint or other suitable protective material of uniform colour and constructed using a material that is inherently resistant to such deterioration and compatible with surrounding finishes; and
  - c) Constructed using suitable materials and designed and erected in a workmanlike manner and maintained so as not to appear unsightly.

**Storage of Refuse or Recyclable Material**

- 4.10 Where refuse or recyclable material is stored for disposal outside of the enclosed walls of a building, the refuse or recyclable material shall be stored in a container suitable for such purpose and in a manner that does not attract pests or create a health or safety hazard due to the nature of the storage or through deterioration or misuse of the storage facility.

**Sign Maintenance Standards**

- 4.11 A sign shall be maintained in a state of good repair.

**Motor Vehicle Storage**

- 4.12 No motor vehicle, other than a motor vehicle with a valid permit issued by the Ministry of Transportation and capable of being driven, shall be parked, other than in a building, unless the parking of the non-permitted or inoperative motor vehicle is a permitted use under a Zoning By-law.
- 4.13 No machinery, vehicle, boat, ATV, snowmobile, trailer or part thereof which is in an unusable, wrecked, discarded, dismantled, partially dismantled, or abandoned condition, shall be stored or allowed to remain on any property unless otherwise permitted by the Zoning By-law.
- 4.14 Section 4.13 shall not apply to prevent the occupants of the property from repairing a vehicle for their own use, the repair of which is actively being carried on.

**Miscellaneous**

- 4.15 Storm water run-off shall be drained from the grounds of a property, and any area below exterior grade, so as to prevent excessive ponding, erosion, or the entrance of water on to an abutting property in such a manner as to cause damage to the abutting property or buildings on that property.

## 5. Buildings

### Structural System

- 5.1 A building, and every structural system or component serving a part thereof, shall be capable of sustaining its own weight together with the loads that may be imposed by the use and occupancy therein and by natural causes such as snow and winds.

### Doubt as to Structural Condition

- 5.2 If, in the opinion of a Property Standards Officer, there is doubt as to the structural condition of a building or structure or parts thereof, a Property Standards Officer may issue an Order that such a building or structure, or parts thereof, be examined by a professional engineer licensed to practice in Ontario, at the owner's sole expense, and that a written report, which may include drawings for any recommended remedial work be provided to a Property Standards Officer.

### Engineer's Report Acceptance

- 5.3 A Property Standards Officer may accept the findings contained in the engineer's report pursuant to subsection 5.2 provided that the Property Standards Office is satisfied that all deficiencies have been identified and appropriately dealt with by the report.
- 5.4 Upon completion of all of the work required by the engineer's report, a further report prepared by the professional engineer shall be submitted to the Property Standard's Officer certifying that all of the work proposed in the written report has been completed and is in accordance with all applicable legislation.
- 5.5 No structural element may be added, removed, repaired, or modified in any manner until a required permit has been obtained from the Chief Building Official.

### Foundations, Walls, Etc.

- 5.6 The foundations, walls, columns, beams, floor and roof slabs of a building, including ancillary structures such as parking garages shall be maintained in a state of good repair.
- 5.7 A foundation wall, basement, cellar or crawl space floor, slab on grade, exterior wall and roof shall be structurally sound, weather tight and damp-proofed and shall be maintained so as to protect against deterioration caused by the elements, fungus, mold, dry rot, rodents, vermin or insects.
- 5.8 The foundations, walls, columns, beams, floors, roof slabs and balconies of all buildings, including parking garages and accessory buildings, shall be maintained:
- a) in a state of good repair;
  - b) free from decayed, damaged, or weakened sills, beams, piers, posts or other supports;
  - c) in a manner so as to prevent the entry of moisture into the building; and
  - d) in a manner so as to prevent settlement of the building.
- 5.9 The exterior walls of all buildings shall be maintained in a state of good repair and in a manner to prevent deterioration caused by the elements or pests and free from:
- a) Cracked or broken masonry;
  - b) Defective or deteriorated wood or metal siding or trim;
  - c) Cracked broken or loose stucco; or
  - d) Loose or unsecured objects
- 5.10 Where the masonry units forming an exterior wall, or part of an exterior wall, of any building, are faced with glazed or other decorative surface, all of those units from which



the surface has spalled or broken shall be removed and replaced with units having a facing similar to that of the original wall so that the wall presents a uniform and neat appearance or is finished with other materials approved by a Property Standards Officer.

- 5.11 All exterior surfaces which have been previously covered with paint or other protective or decorative materials shall be maintained in a state of good repair and the covering renewed when it becomes damaged or deteriorated.
- 5.12 Metal eaves troughs, rainwater pipes, flashings and all exterior metal ducts shall be kept free from rust by application of a suitable protective material such as paint, and shall be renewed or replaced when such application deteriorates or becomes ineffective.
- 5.13 The cladding on the exterior walls of all buildings shall consist of masonry, stucco, wood, plywood, metal or other materials equivalent strength, durability and fire endurance approved by a Property Standards Officer.
- 5.14 Balconies, porches, canopies, marquees, awnings, screens, grilles, stairways, fire escapes, pipes, ducts, air conditioners and all other similar equipment, attachments, extensions and their supporting members shall be:
  - a) Maintained in a state of good repair;
  - b) Free from refuse, undesirable material and recyclable material;
  - c) Properly and safely anchored;
  - d) Protected against deterioration and decay; and
  - e) Free from broken or missing glass.
- 5.15 Exterior doors, windows, skylights, basement highways, including storm and screen doors and storm windows, shall be maintained in a state of good repair and weather tight.
- 5.16 An owner shall repair or replace defective, damaged, or missing hardware or locking devices on a building.
- 5.17 Openings in exterior walls, other than doors and windows, shall be effectively protected by suitable materials to prevent entry of rodents, vermin and insects unless it can be shown, to the satisfaction of a Property Standards Officer, that the implementation of this section would adversely affect the normal operations in a non-residential property.
- 5.18 Dilapidated, collapsed, or unfinished structures and all accumulations of refuse, undesirable material, recyclable material, wood, or other objects on a property that creates an unsafe unsightly condition shall be removed by the owner.

### **Roof Structures**

- 5.19 All roofs including, but not limited to, chimneys, stacks, masts, lightning arrestors or antennae shall be maintained in a state of good repair.
- 5.20 No roof drainage shall be discharged on an entrance way, walkway, or stair, or discharged directly onto a neighbouring property, or onto any road allowance, or in such a manner that it will penetrate or damage a building or structure.

### **Stairs and Guardrails**

- 5.21 All stairs, porches, decks, landings, treads, risers, or other similar structures shall have guards or handrails which shall be maintained in a state of good repair and shall be capable of supporting all loads to which they might reasonably be subjected.
- 5.22 All guards and handrails shall be installed and maintained in accordance with the Building Code so as to afford reasonable protection against accident or injury to any person in or on a property.

**Floors**

- 5.23 Floors and floor coverings in all buildings shall be maintained in a state of good repair, and free from all warped or decayed boards, large cracks, depressions, protrusions, deterioration or other effects.
- 5.24 Wall, floor, ceiling and roof construction, fire protective closures, sprinkler systems and other means of fire protection shall be maintained in such a manner to afford the fire protective properties required by all relevant government regulations. The floors of rooms in which plumbing fixtures are installed shall be maintained reasonably impervious to water and in such a condition as to permit easy cleaning.

**Heating, Ventilation and Mechanical**

- 5.25 Heating equipment, vent pipes, exhaust hoods, chimneys, smoke stacks, flues, ducts and similar equipment shall be constructed, installed and maintained in a state of good repair and shall comply with all applicable governmental regulations.
- 5.26 Where a heating system, heating equipment or any auxiliary heating unit burns solid or liquid fuel, a receptacle for such fuel shall be provided and maintained in a state of good repair and in a location so as to be free from fire or accident hazards.
- 5.27 All piping for gas or oil fuel and all electrical connections to a heating system shall be installed and maintained in a state of good repair and in accordance with the requirements of all applicable governmental regulations.
- 5.28 Fuel burning heating equipment shall be effectively connected to a chimney or flue which leads to the exterior of the building in which the equipment is installed and shall be furnished with an adequate supply of air to ensure proper combustion of the fuel.
- 5.29 Every chimney, smoke-pipe, flue and gas vent in use or available for use in a building shall be:
- a) Installed and maintained so as to prevent the escape of smoke or gasses into a building;
  - b) Clear of obstructions;
  - c) Free from open joints;
  - d) Free from broken and loose masonry;
  - e) Maintained in a state of good repair; and
  - f) Plumbed.
- 5.30 A prefabricated chimney or flue shall be of a type suitable for the appliance for which it is being used and shall be kept in a state of good repair, properly secured and free from fire, health and accident hazards.
- 5.31 Mechanical ventilating equipment and the supports for such equipment shall be maintained in a state of good repair and in a safe mechanical condition.

**Sewage Discharge**

- 5.32 Sewage shall be discharged into a sewage system.

**6. Supplementary Standards for Vacant Property**

- 6.1 The following standards shall apply to vacant property:
- a) The owner shall maintain the property in such a manner as to protect the property against the risk of fire, accident, or other damage.
  - b) All materials used for boarding up vacant property shall be covered and maintained with a preservative which is similar in colour to the exterior finish of the building.

## 7. Supplementary Standards for Non-Residential Properties

- 7.1 The following additional standards shall apply to non-residential property:
- a) Every owner or occupant of a non-residential property shall maintain the property:
    - i) In a sanitary and safe condition free from litter, refuse and debris, and shall provide containers for the disposal of such litter or refuse;
    - ii) Free from objects or conditions which are health, fire or accident hazards; and
    - iii) Free from rodents, vermin, and injurious insects.

### Means of Egress

- 7.2 All means of egress for a non-residential property shall be maintained free from all obstructions or impediments and provided with clean, clear, unobstructed and readily visible exit signs for every exit.

### Interior Walls, Ceilings and Floors

- 7.3 Interior walls, floors and ceilings of a non-residential property shall be maintained:
- a) Free from health, fire, and accident hazards;
  - b) In a state of good repair and free from holes, large cracks, broken plaster and loose or broken masonry;
  - c) In a clean and sanitary condition which is reasonable considering the use or operations; and
  - d) Free from cracked and broken glass in door panels, glass, screens, and windows.
- 7.4 Cracked broken glass in door panels, glass screens and windows as outlined in 7.3(d) shall be replaced with suitable material.
- 7.5 Glazed doors, windows, and other transparent surfaces shall be kept in a reasonable clean condition. Interior doors and door frames including automatic door closers and all necessary hardware shall be maintained in a state of good repair to ensure the proper operation and integrity of the door.
- 7.6 All plumbing, drain pipes, water pipes, and plumbing fixtures and every connecting line to the sewage system shall:
- a) Be maintained in a state of good repair; and
  - b) Be free from leaks and defects.
- 7.7 All water pipes, drain pipes, and appurtenances thereto shall be protected from freezing.

## 8. Supplementary Standards for Residential Rental Properties

- 8.1 The following additional standards shall apply to any residential rental property:
- a) Subject to the tenant's responsibility for ordinary cleanliness of the residential rental property, the landlord shall provide such facilities and take such action to ensure that the residential rental property is:
    - i) Safe;
    - ii) Clean;
    - iii) In state of good repair;
    - iv) Fit for habitation; and

- v) The tenant shall maintain, in a state of good repair and in a clean, safe condition, any facilities supplied by the landlord and all common areas intended for the use of the tenants.
- 8.2 All repairs and maintenance of property required by the standards prescribed in this part shall be carried out in a manner accepted as good craftsmanship in the trade concerned and with materials suitable and sufficient for the purpose.
- 8.3 Unless otherwise specified, the landlord, and not the tenant, shall be responsible for ensuring that all of the provisions of this part are being complied with.

### **Light and Ventilation**

- 8.4 An opening in the exterior surface of a building designed for a door, window, or skylight capable of performing the intended function and the landlord shall:
  - a) Ensure that the doors, windows, and skylights are weather tight;
  - b) Refit, replace, renew, caulk, and weather-strip any damaged, decaying defective or missing doors, windows, frames, sashes, casings, hatchways or screens;
  - c) Fit the door, window or skylight with locking devices; and
  - d) Replace any defective missing hardware.
- 8.5 Exterior doors, windows, skylights, basement hatchways, including storm and screen doors and storm windows, shall be:
  - a) Maintained in a state of good repair by the landlord and weather tight;
  - b) Free from rotted or defective members;
  - c) Free from rotted or defective hardware;
  - d) Free from torn, damaged, or where supplied, missing screens;
  - e) Free from defective or missing weather-stripping or caulking;
  - f) Free from defective storm or screen doors; and
  - g) Free from broken or missing glass.
- 8.6 A window or natural ventilation is not required in a kitchen or washroom if electrical lighting and mechanical means of ventilation is provided.
- 8.7 A window is not required in habitable space, other than a bedroom or dining room, if there is an opening in a dividing wall to an adjoining room and the adjoining room has a minimum of 5 percent window area of the combined floor areas, and if the required ventilation is provided.
- 8.8 All bedrooms, living rooms, and dining rooms shall have a window or a door which contains a window that faces directly to the outside of the building.
- 8.9 All habitable space shall have natural or mechanical means of ventilation.
- 8.10 At the request of a tenant, each window in a rental unit that is located above the storey that has its floor closest to grade and that has its ceiling more than 1.8 metre above grade, shall be equipped with a safety device to prevent any part of the window from opening so as to admit a sphere greater than 100 millimeters in diameter, except that the window must be capable being opened by an adult tenant in an emergency without the use of tools.
- 8.11 Artificial lighting shall be provided and maintained by the landlord in all habitable space and interior common areas of a residential rental property to permit safe use and passage.

- 8.12 All means of egress for a residential rental property shall be maintained free from all obstructions or impediments and provided with clean, clear, unobstructed to every exit.

### **Interior Walls**

- 8.13 Interior claddings and finishes of walls and ceilings, including elevator cars, shall be maintained by the landlord in a safe and sanitary condition, in a state of good repair free from holes, mold, loose, and broken boards, torn, damaged, decayed, leaks, deteriorating or missing materials.

### **Fuel Supply**

- 8.14 Unless required to be provided by the tenant, a landlord shall ensure a continuous and adequate supply of fuel, service or utility which provides light, heat, refrigeration, water, or cooking facilities for a rental unit occupied by a tenant, except for such reasonable period of time as may be required for the purpose of repair or replacement of the fuel service or utility.

### **Heating, Ventilation, Mechanical**

- 8.15 Heating, ventilating, and mechanical systems, including stoves, heating appliances, fireplaces, chimneys, fans, air conditioners, pumps, filtration, and other equipment provided to supply heat, air conditioning, ventilation or other service shall be properly maintained by the landlord and capable of being operated.
- 8.16 A space that contains a fuel-fired heating appliance shall have a natural or mechanical means of supplying the required combustion air.
- 8.17 Every residential rental property shall have heating facilities capable of being maintained at twenty degrees Celsius (20° C).
- 8.18 A rental unit shall not be equipped with a portable heating appliance as a primary source of heat.
- 8.19 Only heating appliances approved for use by a recognized standard testing authority shall be provided in a room used or intended for use for sleeping purposes.

### **Electrical**

- 8.20 A supply of electrical power, wiring, and receptacles acceptable to the Electrical Safety Authority shall be provided and properly maintained by the landlord to all habitable space and interior common areas in a residential rental property.
- 8.21 If the landlord supplies a meter for electricity for the purpose of billing the tenants individually, it shall be properly maintained by the landlord and kept accessible to tenants.
- 8.22 A kitchen shall be supplied with electrical power and shall have outlets suitable for a refrigerator and a cooking appliance.

### **Safety and Security**

- 8.23 Every residential rental property shall have a safe, continuous, and unobstructed passage from every part of the interior to an exterior open space at street or grade level.
- 8.24 All windows and exterior doors which are intended to be opened and which are accessible from outside a rental unit or a residential rental property shall have hardware that makes them capable of being secured.
- 8.25 At least one entrance door in a rental unit shall be capable of being both secured from inside and locked from the outside of the rental unit.
- 8.26 Where provided, a vestibule door locking release and the rental unit-to-vestibule communication system shall be properly maintained by the landlord.

- 8.27 Parking areas that are intended to be secured, shared locker rooms, and shared storage rooms shall be provided with a door equipped with a security device which prevents access to persons other than the landlord and tenants.
- 8.28 A mail delivery slot and other openings for deliveries that directly enter into a rental unit shall:
- a) Be located and maintained to prevent access to the lock on the entry door or any adjacent window; or
  - b) Be sealed, if other facilities for delivery have been made.
- 8.29 Mailboxes provided by the landlord shall be properly maintained and be capable of being secured.

#### **Indoor Storage of Refuse or Recyclable Material**

- 8.30 Every residential rental property shall have suitable containers or compactors provided by the landlord for refuse or recyclable material and shall be stored and regularly disposed of so as not to cause a risk to the health or safety of any person. The containers shall be maintained by the landlord in a clean and sanitary condition, accessible to tenants and shall not obstruct an emergency route, driveway or walkway.

#### **Outdoor Storage of Refuse or Recyclable Material**

- 8.31 Where refuse or recyclable material is permitted by an owner to be stored for disposal outside of the enclosed walls of a building, the refuse or recyclable material shall:
- a) Be stored in a container suitable for such purpose and in a manner that does not attract pests or create a health and safety hazard due to the nature of the storage or through deterioration or misuse of the storage facility; and
  - b) Be maintained in a clean, sanitary, or odor controlled condition.

#### **Pest Prevention**

- 8.32 Every residential rental property shall be kept free from rodents, vermin, and insects at all times, and methods used for exterminating rodents and insects shall be in accordance with any applicable legislation.
- 8.33 Openings and holes in a building containing rental units, including chimneys, windows, doors, vents, holes for pipes and electrical fixtures, cracks, and floor drains that might permit the entry of rodents, vermin, insects, birds, or other pests shall be screened or sealed as appropriate.

#### **Miscellaneous**

- 8.34 Every rental unit shall contain at least the following:
- a) A toilet;
  - b) A kitchen sink;
  - c) A washbasin; and
  - d) A bathtub or shower or a combination thereof.
- 8.35 A washroom in a rental unit shall be an enclosed space and shall have:
- a) A water-resistant floor;
  - b) Water resistant walls in a tub surround and a shower;
  - c) A door which can be secured from the inside and can be opened from the outside in an emergency; and
  - d) An artificial light fixture which is maintained.

- 8.36 No toilet or urinal shall be located in a room used for or intended to be used for sleeping or preparing or consuming or storing food.
- 8.37 Hot water shall be provided to a sink, basin, bathtub or shower by safe equipment operated to provide water at a temperature of not less than forty-three degrees Celsius (43° C).
- 8.38 An adequate and safe supply of potable water shall be provided at all times.
- 8.39 A residential rental property shall be insulated to minimize heat loss, air infiltration and moisture condensation on the interior surfaces of the walls, ceiling and floor.
- 8.40 Piped plumbing and drainage systems and appurtenances in a residential rental property shall be maintained free from leaks, defects, or obstructions and adequately protected from freezing.
- 8.41 All appliances such as refrigerators or cook stoves supplied by the landlord shall be maintained in a state of good repair and good working order by the landlord.
- 8.42 Locker and storage rooms shall be kept free of dampness, mold, or mildew by the landlord.
- 8.43 Elevators intended for use by the tenant shall be properly maintained by the landlord in accordance with the regulations under the Technical Standards and Safety Act, 2000, S.O. 2000, c. 16, as amended, and kept in operation except for such reasonable time as may be required to repair or replace them.

## **9. Demolition**

- 9.1 Where a building, accessory building, fence, or other structure on a property is demolished, the site shall be cleared of all undesirable material, brush, recyclable material and unsightly storage and left in a graded and levelled condition within thirty (30) days.

## **10. Damage by Fire, Storm or Other Causes**

- 10.1 Subject to the provisions of Part 10 of this By-law, if a building or structure is damaged by fire, a storm or by another cause:
  - a) Immediate steps shall be taken to prevent or remove a condition which might endanger persons in, on or near the property, building or structure;
  - b) The aforesaid building or structure shall be properly supported and barricaded until the necessary demolition or repair can be carried out; and
  - c) The aforesaid building or structure shall be demolished or repaired.

## **11. Enforcement**

- 11.1 This By-law may be enforced by a Property Standards Officer.

### **Powers of Entry**

- 11.2 A Property Standards Officer may, upon producing proper identification, enter upon any property at any reasonable time without a warrant for the purpose of inspecting the property to determine whether the property conforms to the standards prescribed in this By-law; or whether an Order made under the Act has been complied with.
- 11.3 For the purposes of an inspection, and in accordance with s. 15.8 of the Act, a Property Standards Officer may:
  - a) Require the production for inspection of documents or things, including drawings or specifications, that may be relevant to the property or any part thereof;
  - b) Inspect and remove documents or things relevant to the property or part thereof for the purpose of making copies or extracts;

- c) Require information from any person concerning a matter relate to a property or part thereof;
  - d) Be accompanied by a person who has special or expert knowledge in relation to a property or part thereof;
  - e) Alone, or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection; and
  - f) Order the owner of the property to take and supply at the owner's expense such tests and samples as are specified in the Order.
- 11.4 The Municipality may charge the owner of a property a fee to conduct an inspection if found in violation pursuant to the Municipality's current Fees and Charges By-law, including increased fees for multiple inspections.

### **Orders**

- 11.5 A Property Standards Officer who finds that a property does not conform to any of the standards prescribed in this By-law may make and Order:
- a) Stating the municipal address or the legal description of the property;
  - b) Giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;
  - c) Indicating the time for complying with the terms and conditions of the Order and giving notice that if the repair or clearance is not carried out within that time the Municipality may carry out the repair or clearance at the owner's expense; and
  - d) Indicating the final date for giving notice of appeal from the Order.
- 11.6 An Order shall be served on the owner of the property and such other persons affected by it, as the Property Standards Officer determines, and a copy of the Order may be posted on the property.
- 11.7 An Order may be registered in the proper Land Registry Office and, upon such registration, any person acquiring any interest in the land subsequent to the registration of the Order shall be deemed to have been served with the Order on the day on which the Order was served and, when the requirements of the Order have been satisfied, the Clerk of the Municipality shall forthwith register in the proper Land Registry Office a certificate that such requirements have been satisfied, which shall operate as a discharge of the Order.
- 11.8 The Municipality may charge the owner of a property a fee if an Order placed on a property is confirmed pursuant to the Municipality's current Fees and Charges By-law.

### **Appeals**

- 11.9 An owner or occupant who has been served an Order may appeal the Order to the Committee (hereinafter defined) by sending a Notice of Appeal by registered mail to the Secretary of the Committee within fourteen (14) days after being served with the Order along with the applicable fee pursuant to the Municipality's current Fees and Charges By-law.
- 11.10 An Order that is not appealed within the time frame referred to in Section 11.8 shall be deemed to be confirmed.
- 11.11 The Committee shall hear the appeal.
- 11.12 On an appeal, the Committee has all the powers and functions of the Property Standards Officer who made the Order and the Committee may do any of the following



things if, in the Committee's opinion, doing so would maintain the general intent and purpose of the By-law and of the Official Plan or Policy statement:

- a) Confirm, modify, or rescind the Order to demolish or repair; or
- b) Extend the time for complying with the Order.

### **Failure to Comply with an Order**

- 11.13 If an Order is not complied with, the Municipality may cause the property to be repaired, cleaned, cleared up or demolished, as the case may be.
- 11.14 For the purpose of Section 11.12 of this By-law employees or agents of the Municipality may enter the property at any reasonable time, without a warrant, in order to repair, clean, clear, or demolish the property.
- 11.15 The Municipality, or a person acting on its behalf, is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the Municipality in the reasonable exercise of its powers under Section 11.13 of this By-law.
- 11.16 The Municipality shall have a lien on the land for the amount spent on the repair, cleaning, clearing, or demolition under Section 11.12 of this By-law and the amount shall have priority lien status as described in Section 1 of the Municipal Act, 2001.

### **Certificate of Compliance**

- 11.17 A Property Standards Officer who, after inspecting the property, is of the opinion that the property is in compliance with the standards established by this By-law, may issue a Certificate of Compliance to an owner who requests one and who pays the applicable fee as set out in the Municipality's current Fees and Charges By-law.

### **Offences and Penalties**

- 11.18 A person who is found guilty of an offence under this By-law is subject to a fine pursuant to Section 36 of the Building Code.
- 11.19 Every corporation who is convicted of an offence is liable to a maximum fine of Fifty Thousand Dollars (\$50,000.00) for the first offence and One Hundred Thousand Dollars (\$100,000.00) for a subsequent offence.
- 11.20 In addition to the fine amounts set out in Sections 11.19 and 11.20 for each day or part of a day that an offence continues, the minimum fine shall be Five Hundred Dollars (\$500.00) and the maximum fine shall be Ten Thousand Dollars (\$10,000.00). The total of all daily fines for the offence is not limited to One Hundred Thousand Dollars (\$100,000.00).

## **12. Property Standards Committee**

- 12.1 A Committee is hereby established to hear appeals of Orders, in accordance with Section 15.6.1 of the Act (the "Committee").
- 12.2 The Committee shall be composed of such persons, not fewer than three (3), as Council considers desirable.
- 12.3 The members of the Committee shall hold office for four (4) years concurrent with the Term of Council. When a vacancy occurs in the membership of the Committee, Council shall forthwith fill the vacancy.
- 12.4 The members of the Committee shall be paid such compensation as the Council may provide.
- 12.5 The members of the Committee shall elect a Chair from among themselves. When the Chair is absent, through illness or otherwise, the Committee may appoint another member as Acting Chair.

- 12.6 A majority of the members of the Committee constitutes a quorum for transacting the business of the Committee.
- 12.7 The members of the Committee shall provide for a Secretary for the Committee.
- 12.8 The Secretary of the Committee shall keep on file the records of all official business of the Committee, including records of all applications and minutes of all decisions respecting those applications.
- 12.9 The Committee may adopt its own rules of procedure and any member of the Committee may administer oaths.
- 12.10 The committee shall give notice or direct that notice be given of the hearing of an appeal to such persons as the Committee considers advisable.

13. Effect

- 13.1 If a Court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section or part of a section shall be construed as having persuaded or influenced Council to pass the remainder of this By-law and it is hereby declared that the remainder of this By-law shall be valid and shall remain in full force and effect.
- 13.2 The effective date of this By-law shall be the date of final passage thereof and repeal By-laws 39-2001 and 4-2017.

**Read** a first and second time this 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

The Corporation  
of the  
Municipality of Huron East  
By-law No. 069 of 2022

Being a By-law to Amend the Zoning on the  
Lands Legally Known as Blocks 34, 35, & 44,  
Plan 596, Brussels Ward. Roll No.  
404044001202101 and to Amend By-law 52-  
2006

**Whereas** the Council of the Corporation of the Municipality of Huron East considers it advisable to amend Zoning By-law 52-2006 of the Municipality of Huron East.

**Now Therefore**, the Council of the Corporation of the Municipality of Huron East **Enacts** as follows:

1. This by-law shall apply to the lands legally known as Blocks 34, 35 & 44, Plan 596, Brussels Ward in the Municipality of Huron East and is compromised of the attached schedules.
2. By-law 52-2006 is hereby amended by changing from R1 (Residential Low Density) to R3-3 (Residential High Density – Special Zone), the zone symbols on the lands designated ‘R3-3’ on the attached Schedule.
3. Section 20.8 Special Zones is hereby amended by the addition of the following:

**20.8 R3-3**

Notwithstanding the provisions to the contrary, the following provisions apply to the lands zoned R3-3:

- Lot Depth (Minimum) -30m
- Exterior Side Yard Setback (Minimum) – 5 metres
- Lot Coverage (Maximum) – 50%

All other provision of By-law 52-2006 shall continue to apply.

4. This By-law affects Zone Map 562 of By-law 52-2006, attached as Schedule A.
5. This By-law shall come into force upon final passing, pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

**Read** a first and second time this 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

Schedule 2  
Corporation  
of the  
Municipality of Huron East  
By-law No. 070 of 2022

Roll No. 4040 440 012 02101

By-law No. 070– 2022 has the following purpose and effect:

1. This proposed Zoning By-law Amendment affects the lands legally known as Blocks 34, 35 and 44, Plan 596, Brussels Ward in the Municipality of Huron East. This application proposes to amend the zoning the property from R1 (Residential Low Density) to R3-3 (Residential High Density – Special Zone) to allow for the development of 24 street townhouses consisting of four townhouse blocks with six dwelling units in each block. The R3-3 special zone provisions will:
  - Permit a lot depth of 30 metres, whereas a minimum of 38 metres is required;
  - Permit an exterior side yard of 5 metres, whereas a minimum of 6 metres is required;
  - Permit a lot coverage of 50%, whereas the maximum lot coverage is 40%

The subject property is designated Residential in Schedule B of the Huron East Official Plan and is 0.9 hectares (2.22 acres) in area.

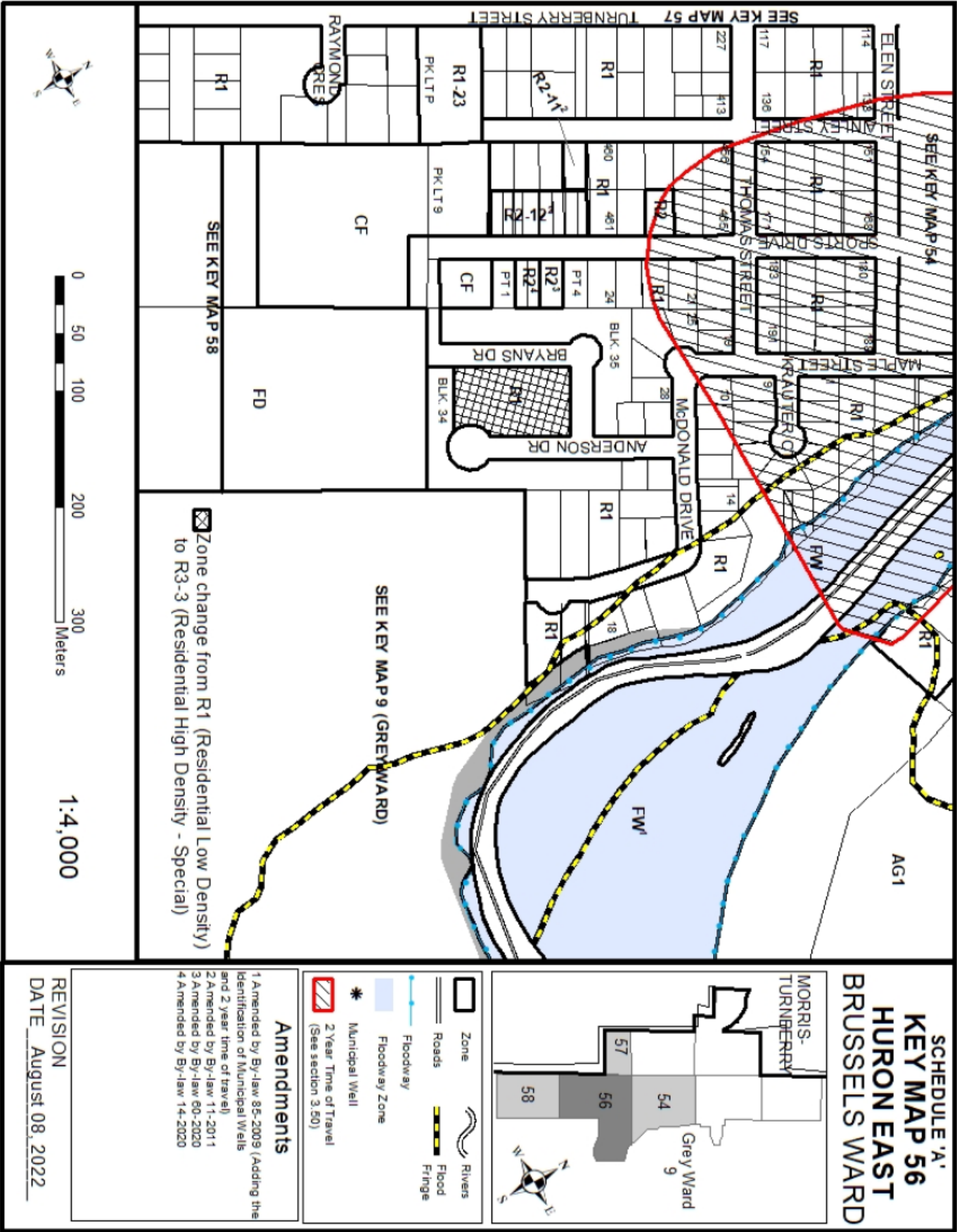
2. The map showing the location of the lands to which this By-law applies is shown on the following page and is entitled Location Map, Schedule A. A conceptual draft plan prepared by the Applicant is also attached to this notice.

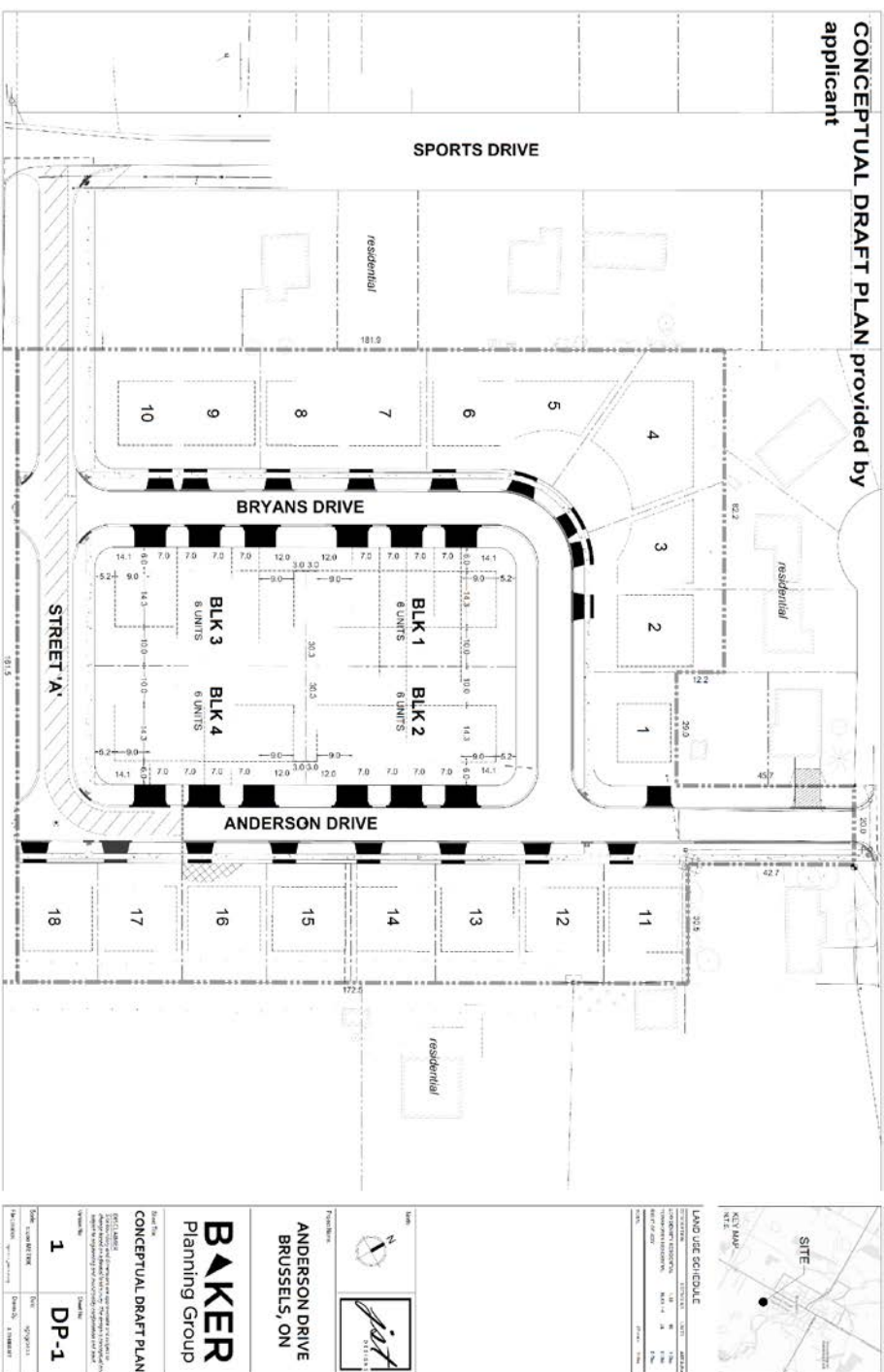
Schedule A - Location Map

Corporation of The

Municipality of Huron East

By-law No. 070 of 2022





**The Corporation  
of The  
Municipality of Huron East  
By-law No. 070 for 2022**

Being a By-law to Exempt Certain Lands from Part Lot Control, in Registered Plan 104 being Park Lot 9 in the Former Village of Brussels, in the Municipality of Huron East, in the County of Huron, being PIN 41344-0239 (LT)

**Whereas** pursuant to subsection 50(7) of the Planning Act and pursuant to the written request from Henrich Kroeker and Mary Kroeker, it is deemed expedient to exempt from Part Lot Control the lands described as Part Park Lot 9, Registered Plan 19, being Parts 1 and 2 on Reference Plan Plan 22R-7116, in the former Village of Brussels, in the Municipality of Huron East, County of Huron, being PIN 41344-0239 (LT).

**Now Therefore**, Council of the Corporation of the Municipality of Huron East **Enacts As Follows:**

1. That the lands described as Part Park Lot 9, Registered Plan 194, Municipality of Huron East, County of Huron, being PIN #41345-0239 (LT), is hereby exempted from Part Lot Control pursuant to Subsection 50(7) of the Planning Act to create the following parcels:
  - a. Part Park Lot 9, Registered Plan 194, being Part 1, Plan 22R-7116.
  - b. Part Park Lot 9, Registered Plan 194, being Part 2, Plan 22R-7116.
2. That this By-law comes into force and effect when it is approved by the County of Huron and will remain in effect until July 4, 2022 upon which date the By-law is hereby repealed.

**Read** a first and second time this 6<sup>th</sup> day of September, 2022

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022

---

Bernie MacLellan, Mayor

---

Jessica Rudy, Clerk

Pursuant to the County of Huron By-Law 32- 2022, this By-law, having met the criteria for Part Lot Control exemption, is hereby **Approved** under Section 50(7) of the Planning Act, R.S.O. 1990, c. P. 13, as amended.

Dated this                      day of                      , 2022.

---

Sandra Weber, Director of Planning  
County of Huron



The Corporation  
of the  
Municipality of Huron East  
By-Law No. 71 For 2022

Being a By-law to appoint Municipal Investigators and  
Repeal By-law 23-2017.

**Whereas** Section 11(2)8 of the Municipal Act, S. O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respecting protection to persons and property;

**And Whereas** 11(3)9 of the Municipal Act, S. O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting animals;

**And Whereas** the Order in Council No. 502-2016 regulating the Ontario Wildlife Damage Compensation Program directs every municipality to appoint one or more persons as Municipal Investigators to investigate injury or death to Livestock and/or Poultry caused by wildlife, as set out in section 7(6) of the Ministry of Agriculture, Food and Rural Affairs Act;

**And Whereas** the Municipality of Huron East deems it necessary to appoint individual(s) as a Municipal Investigators;

**Now Therefore** the Council of the Corporation of the Municipality of Huron East **Enacts As Follows:**

1. That Randy Scott and Sarah Shapton are hereby appointed as the Municipal Investigators to carry out the provisions of the Order in Council No. 502-2016 of the Ontario Wildlife Damage Compensation Program.
2. That By-law 23-2017 is 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 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

The Corporation  
of the  
Municipality of Huron East  
By-law No. 72 for 2022

Being a By-law to Authorize the Execution of a Lease  
Agreement between the Corporation of the Municipality of  
Huron East and the Brussels Community Bible Chapel

**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, 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, 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 Municipality of Huron East is the owner of municipal property located at 800 Sports Drive, Brussels Ward known as the Brussels, Morris & Grey Community Centre;

**And Whereas** the Municipality of Huron East is desirous to enter into a lease agreement with the Brussels Community Bible Chapel for space within the Brussels, Morris & Grey Community Centre;

**Now Therefore** the Council of the Corporation of the Municipality of Huron East enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized and instructed to enter into a lease agreement with the Brussels Community Bible Chapel, 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 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

This lease agreement is signed on \_\_\_\_\_ and is between

The Corporation of the Municipality of Huron East (hereinafter referred to as the “Landlord)

and

Brussels Community Bible Chapel (hereinafter referred to as the ‘Tenant’)

The parties agree as follows:

1. **LEASED PREMISES.** The landlord leases to the Tenant the following property (hereinafter referred to as the “Premises”)

**The second floor of the Brussels, Morris & Grey Community Centre located at 800 Sports Drive, Brussels ON N0G 1H0**

**For the purpose of holding regularly scheduled church services and small meetings.**

**A description of the premises is set out in schedule “A” as well as additional conditions of the agreement.**

2. **TERM.** The term of the lease will begin on September 6th, 2022 at 12:01 and will end on September 30th, 2023 at 23:59.

Should the Tenant remain in possession of the Premises with the written consent of the Landlord after the expiration of the lease, a new tenancy from month-to-month will continue until the natural termination under this part on July 31, 2023 at 23:59.

The Tenant must notify Landlord in advance of any anticipated extended absence from the Premises.

3. **RENT.** The tenant will pay to the Landlord monthly installments in the amount of \$500.00 (five hundred and five Canadian dollars) + HST and is payable on or before the 1<sup>st</sup> (first) of each month.

Upon renewal of the lease agreement, the rent is subject to increase based on the changes in the Ontario Consumer Price Index from year to year as determined as of October 31 prior to the lease renewal date.

Rent payments must be made to the Landlord at the following address:

Municipality of Huron East  
72 Main Street South  
PO Box 610  
Seaforth, ON N0K 1W0

4. **SECURITY DEPOSIT.** The Tenant will not pay to the Landlord any security deposit at the signing of the lease. Nonetheless, the Tenant will be liable to the Landlord at the expiration or termination of this lease for all damage to the Property, except ordinary wear and tear.
5. **PARKING.** The Tenant will be entitled to use parking spaces available at the premises during times of use.

7. **PROPERTY INSURANCE.** The Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the premises. The Tenant's insurance policy must be an amount no less than \$ \$10,000(ten thousand Canadian Dollars). The Landlord must be named as an additional insured party on any and all such properties. The Tenant shall deliver evidence to the Landlord as proof of adequate insurance in force issued by companies reasonable satisfactory to the Landlord. The Landlord will receive advance written notice from the insurer prior to any termination of such policies. The tenant shall also maintain any other insurance which the Landlord reasonable required for the protection of the Landlord's interest in the Premises. The tenant is responsible for maintaining property insurance on its own property.
8. **LIABILITY INSURANCE.** The tenant shall maintain liability on the Premises in an amount not less than \$2,000,000(two million Canadian dollars). The tenant shall deliver evidence to the Landlord as proof that sufficient insurance is in force and issued by companies reasonable satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.
9. **RENEWAL TERMS.** This lease will automatically renew for an additional period of 1 year, unless either party gives written notice of termination no later than 30 days prior to the expiration of either the initial lease term or the renewal term. The lease terms during the renewal term will be the same as those contained in this lease.
10. **MAINTENANCE** The Landlord shall maintain the Premises in a good state of repair at all times during the term of this lease.
11. **UTILITIES.** The Landlord will be responsible for paying and maintaining all utilities under this lease.
12. **TAXES.** Taxes related to the Premises or its use shall be the responsibility of the Landlord.
  - a) Real Estate Taxes. The Landlord shall pay all real estate taxed and assessments for the Premises.
  - b) Personal Taxes. The Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and/or use taxed (if any) that may be due in connection with lease payments.
13. **DESTRUCTION OF CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Premises in a normal manner as intended, and if the damage is reasonable repairable within 60 days after the occurrence of the incident which caused the damage, and if the cost of repair is less than 50% of the value of the property itself, the Landlord shall repair the Premises and a reasonable and just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have remained unusable. However, if the damage is not repairable within 60 days, or if the cost of repairs is greater than 50% of the value of the property, or if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control given their reasonable level of effort or if the property is condemned, this lease will terminate upon 20 days' notice of such event or condition by either party and any unearned rent paid in advance by the tenant will be apportioned and refunded. The Tenant shall give the Landlord timely notice if any damage to the Premises.
14. **DEFUALTS.** The tenant will be in default of this lease if the Tenant fails to fulfill any lease obligation or term by which the tenant is bound in this lease. Subject to any governing law that states otherwise, if a tenant fails to cure any financial obligation within 30 days (or any other obligation within 60 days) after written notice of such default is provided by the Landlord to the Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without foreclosing the Landlord's ability to recoup damage. Alternatively, the Landlord may elect to cure any default themselves and the cost of such action shall be added to the Tennant's financial obligations under this lease. The tenant shall pay all costs, damaged, and expenses (including reasonable legal fees and expenses) suffered by the Landlord as a direct result of the Tenant's

15. **LATE PAYMENTS.** For any payment that is not paid within one day of its due date, the Tenant shall pay a late fee of 1.25% of the outstanding rent payment. At the latest, the tenant shall pay the late fee with the rent of the following month.
16. **QUIET ENJOYMENT.** During the term of the least Agreement, the tenant has the right of quiet enjoyment of the Premises.
17. **OVERHOLDING.** If the tenant maintains possession of the Premises for any period after the termination of this lease (hereinafter referred to as the "Over-holding Period"), the Tenant shall pay to the Landlord lease payment(s) during the Over-holding Period at a rate equal to 100% (one hundred percent) of the normal payment rate from the last rent period under this lease, prorated based on the actual number of over-holding days.
18. **LANDLORD ACCESS TO PREMISES** Subject to the Tenant's consent (which shall not be unreasonable withheld), Landlord shall have the right to enter the Premises to make inspections, or provide necessary services. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, the Landlord may enter the Premises without the Tenant's prior consent. During the last three month of this lease, or any extended period of this lease, the Landlord will be allowed access to the premises to display signs and show the Premises to prospective future tenants.
19. **INDEMNITY REGARDING USE OF PREMISES.** To the extent allowed by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable legal fees, if and, for which the Landlord may suffer or incur in connection with the Tenant's possession, use, or misuse of the Premises, except the Landlord's own act or negligence.
20. **DANGEROUS AND HAZARDOUS MATERIALS.** The tenant may not keep or have on the Premises any article or thing of a dangerous, flammable or explosive nature that might substantially and unreasonably increase the danger of fire or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous by a responsible insurance business, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.
21. **COMPLIANCE WITH REGULATIONS.** The Tenant shall promptly and dutifully comply with all laws, ordinances, requirements, and regulation of the federal, provincial/territorial, municipal and other authorities and the fire insurance underwriters. However, the Tenant is not required by this provision to make alterations to the exterior or structure of the building.
22. **DISAGREEMENTS DURING THE LEASE PERIOD.** If a disagreement arises during the lease period, the following actions will take place.
  - If there is a dispute between the Landlord and the Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
  - It is agrees that the costs involved in hiring the mediator will be shared equally and that each party shall cooperate in a good faith manner to come to a resolution.
  - Both parties agree that they will allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
  - If the parties are unable to come to an agreement with the assistance of a mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before and arbitrator.
  - The decision of a court or arbitrator will be legally binding upon all parties involved.

24. **EARLY TERMINATION.** The Tenant does have the option to terminate the lease period prior to the natural end of the lease term.
25. **NOTICES.** Noticed under this lease will be deemed valid only when given or served in writing and forwarded by mail, prepaid postage, addressed as follows:

LANDLORD:  
Municipality of Huron East  
Jessica Rudy, Clerk  
72 Main Street South  
PO Box 610  
Seaforth ON N0K 1W0

TENANT:  
Brussels Community Bible Chapel  
Dave VanderBorgh  
PO Box 572  
Brussels, ON N0G 1H0

26. **GOVERNING LAW.** This lease will be governed by and construed exclusively in accordance with the laws of the province of Ontario, and the laws of Canada in effect in Ontario. In the event of litigation arising from this Agreement, the parties submit to the exclusive jurisdiction of the courts of Ontario, and to seek to enforce an order in any court other than the courts of Ontario.
27. **ENTIRE AGREEMENT.** This lease Agreement contains the entirety of the agreement between the parties and there are no other promises, conditions, understandings or other agreements, written or oral, relating to the subject matter of this lease. Any modification or amendment to this lease must be in writing and signed by the parties hereto.
28. **SEVERABILITY.** If any section or subsection of this Agreement is deemed invalid by court order, judgement or by operation of law, the remaining sections and subsections of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
29. **NO WAIVER.** If the Landlord fails to enforce strict performance of any section or subsection of this lease, this shall not be construed as a waiver of Landlord's right to enforce the same section or subsection later in time or to enforce any other section or subsection.
30. **BINDING.** The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

#### LANDLORD

The Corporation of the Municipality of Huron East

By: \_\_\_\_\_

Bernie MacLellan, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT**

**Brussel's Community Bible Chapel**

By: \_\_\_\_\_

Dave VanerBorgh

Date: \_\_\_\_\_

By: \_\_\_\_\_

Julia VanderBorgh

Date: \_\_\_\_\_

**SCHEDULE "A"**

- a) The Tenant's use of the second floor of the Brussels, Morris & Grey Community Centre shall include all facilities on the second floor including the "curling room", boardroom, kitchen and washrooms and the primary access to the second floor shall be via the direct entrance to the "curling room". The Tenant shall also have access to the elevator located in the main lobby.
- b) The Landlord and Tenant acknowledge that the second floor of the Brussels, Morris & Grey Community Centre is required for other community uses during the week, primarily during the winter months. The Tenant agrees, subject to reasonable notice from the Landlord, to temporarily store their furnishings and equipment in locations provided by the Landlord, to allow other community uses of the second floor as needed. The Landlord endeavours to provide a schedule in advance of events that require access to the second floor of the Brussels, Morris & Grey Community Centre.
- c) The Landlord and Tenant acknowledge that the second floor of the Brussels, Morris & Grey Community Centre may be required for other community uses that may conflict with the weekly church service of the Tenant. The Landlord endeavours to provide other suitable space within the Brussels, Morris & Grey Community Centre for such occasions.
- d) The Tenant shall be allowed to use the "curling room" and boardroom for meetings during the week at no additional charge provided that such use does not conflict with other scheduled community events.
- e) The Tenant will be allowed to install portable air conditioner(s) in either facility at their own cost.



The Corporation  
of the  
Municipality of Huron East  
By-law No. 73 for 2022

Being a By-law to Temporarily Stop Up Intersections of Flora Street and Elizabeth Street and King Street and Elizabeth Street and to Temporarily Close Elizabeth Street between Orchard Lane and King Street, within the Brussels Ward, Municipality of Huron East

**Whereas** the Municipal Act, S.O. 2001, c.25, s.42, as amended, authorizes a municipality to delegate to a committee of council or to an employee of the municipality, subject to any conditions which the municipality may impose, the power to close a highway temporarily for any purpose specified in the by-law;

**And Whereas** the Council of the Corporation of the Municipality of Huron East is desirous of closing specific roads and intersections in the Brussels Ward of the Municipality of Huron East to accommodate the Brussels Fall Fair activities and events being held September 13 and 14, 2022;

**Now Therefore** the Council of the Corporation of the Municipality of Huron **East enacts as follows:**

- 1. The following streets will be closed for the Brussels Fall Fair on September 13, 2022 at 5:00 p.m. until September 14, 2022 at 4:00 p.m.
  - a) Elizabeth Street from Orchard Lane to King Street
- 2. The following intersections will be closed for the Brussels Fall Fair on September 14, 2022 between the hours of 11:15 a.m. to 11:50 a.m.:
  - a) Flora Street and Elizabeth Street
  - b) Elizabeth Street and King Street
- 3. This by-law shall come into force and take effect on the date of final reading thereof.

**Read** a first and second time this 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

The Corporation  
of the  
Municipality of Huron East  
By-law No. 074 for 2022

Being a By-law to Enter into Ontario Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport

**Whereas** the Municipal Act, S.O. 2001,c.25, as amended, s.5(3) 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 so otherwise;

**And Whereas** pursuant to Section 11(2)3 of the Municipal Act, a municipality, acting within its sphere of jurisdiction may pass bylaws pertaining to the financial management of the municipality;

**And Whereas** the Corporation of the Municipality of Huron East has submitted an application to the Ontario Ministry of Tourism, Culture under the Reconnect Ontario 2022 funding to support the Brussels Homecoming 2022;

**And Whereas** the Ontario Ministry of requires the Municipality to enter into a Transfer Payment Agreement for funding under Ontario Reconnect 2022;

**Now Therefore** the Council of the Corporation of the Municipality of Huron East enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to sign and execute an Ontario Transfer Payment Agreement with Her Majesty The Queen In Right of Ontario, as represented by the Minister of Tourism, Culture and Sport attached here to 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 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

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

\_\_\_\_\_  
Jessica Rudy, Clerk

**ONTARIO TRANSFER PAYMENT AGREEMENT**  
**Reconnect Ontario 2022**  
**Case# 2022-01-1-1664197724**

**THE AGREEMENT** is effective as of April 1, 2022

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario**  
**as represented by the Minister of Tourism, Culture and Sport**

(the “**Province**”)

- and -

**The Municipality of Huron East**

(the “**Recipient**”)

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” – General Terms and Conditions;  
Schedule “B” – Project-Specific Information and Additional Provisions;  
Schedule “C” – Project;  
Schedule “D” – Budget;  
Schedule “E” – Payment Plan;  
Schedule “F” – Reports; and

any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **5.0 ACKNOWLEDGEMENT**

- 5.1 The Recipient acknowledges that:
  - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
  - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
  - (c) the Funds are:
    - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
    - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
  - (d) the Province is not responsible for carrying out the Project; and
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province

in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Tourism, Culture and Sport**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debbie Jewell  
Director  
Investment and Development Office

:

The Municipality of Huron East

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jessica Rudy  
Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and



- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

**A4.0 FUNDS AND CARRYING OUT THE PROJECT****A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the

Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four (24) hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A9.0 INDEMNITY**

- A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.0 INSURANCE**

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a thirty (30)-day written notice of cancellation.
- A10.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
    - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
  - (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least thirty (30) days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### A13.0 **EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;



- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the

Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by e-mail, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of e-mail or personal delivery, one (1) Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by e-mail or personal delivery.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

- A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

- A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province

under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT-SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	\$23,315
<b>Expiry Date</b>	January 30, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p>Ministry of Tourism, Culture and Sport  Heritage, Tourism and Culture Division  Investment and Development Office  400 University Avenue, 5th Floor  Toronto, Ontario M7A 2R9</p> <p>Janine Dunlop  Regional Development Advisor  Janine.dunlop@ontario.ca  (519) 369-4545</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p>Brad McRoberts  CAO  72 main St. S, Seaforth, ON N0K 1W0  <a href="mailto:cao@huroneast.com">cao@huroneast.com</a>  (519) 527-0160</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p>Stacy Grenier  Director of Finance  72 main St. S, Seaforth, ON N0K 1W0  <a href="mailto:treasurer@huroneast.com">treasurer@huroneast.com</a>  (519) 527-0160</p>

**Additional Provisions:**

None

## SCHEDULE "C" PROJECT

---

### PROJECT BACKGROUND

The Province will provide Maximum Funds of up to \$23,315 to the Recipient to support Brussels Homecoming 2022 to be held in the Municipality of Huron East.

### PROJECT OBJECTIVE

The Recipient will report on performance measures indicated in the project application and variances from projections.

### PROJECT SCOPE

The 2022 Brussels 150th Homecoming is a celebration of the 150th anniversary of the founding of Brussels. The purpose of the 2022 Brussels Homecoming is to celebrate the heritage of Brussels and its surrounding community and to reconnect current and former residents. It is held for 5 days from July 28 - August 1, 2022. The festival is a collaboration of area service clubs, businesses and other organizations. Over 30 individual events are planned throughout the festival. These include musical performances, a craft beer and wine show, a trivia night, giant parade, car show, baseball tournament, riverfront water activities and games, a murder mystery event, a farmers market, a fiddle jamboree and many community suppers.

The project will use Reconnect funds to support the following components:

- Performance fees for Canadian artists for entertainment and parade bands
- Sound and lighting from Ontario based production companies
- Security for events for 5 days
- Site preparation including perimeter fencing, washrooms, tables, dance floor and tent rentals and decorations
- Health and safety guest services including PPE, sanitizer, St. Johns services, signage

### TIMELINES

The Project will run from 07/28/2022 to 08/01/2022

## SCHEDULE "D" BUDGET

---

The Province will provide Maximum Funds of up to \$23,315 to the Recipient to carry out the Brussels Homecoming 2022.

These Funds may be used to support the Project's expenses as detailed in Table 1, for eligible expenses incurred from April 1, 2022, through March 31, 2023.

Funding will not exceed the Maximum Funds and funding will not exceed 50% of total eligible expenses

Reconnect funding may only be applied against eligible expenses according to the list following the Table. Reconnect funded expenses must not be funded by any other source.

The Recipient's Project/Event cash operating expenses are detailed in the table that follows:

**Table 1 - Project/Event Cash Operating Expenses**

Expense Item	A - Event Cash Operating Expenses	B - Reconnect Funding
<b>ELIGIBLE EXPENSES</b>		
<b>Programming and Production</b>		
Sound system, Stage and Wages for four technicians, & PA system and electrical	\$12,800	\$6,400
Entertainment	\$10,000	\$5,000
Bands (Parade)	\$8,000	\$4,000
<b>Subtotal Programming and Production</b>	<b>\$30,800</b>	<b>\$15,400</b>
<b>Media Buys</b>		
Newspaper Advertising	\$500	0
Radio Advertising	\$1,050	0
Social Media	\$1,200	0
Website Creation	\$200	0
<b>Subtotal Media Buys</b>	<b>\$2,950</b>	<b>0</b>
<b>Site/Event Logistics</b>		
Security	\$9,000	\$4,500
Site Preparation and Perimeter Fencing	\$2,750	\$1,375
Portapotty & Accessible Picnic Table rentals	\$6,115	\$1,840
Dance Floor Rental	\$500	0
Tent rentals	\$2,500	0
Signage	\$1,000	0
COVID PPE	\$1,000	0
St. Johns Ambulance Service	\$1,000	0



Decorations	\$5,500	0
<b>Subtotal Site/Event Logistics</b>	<b>\$29,365</b>	<b>\$7,715</b>
<b>Subtotal Eligible Expenses</b>	<b>\$63,115</b>	<b>\$23,315</b>
<b>INELIGIBLE EXPENSES</b>		
<b>Staffing and Administration</b>		
Insurance	\$2,500	0
<b>Subtotal Staffing and Administration</b>	<b>\$2,500</b>	<b>0</b>
<b>Marketing</b>		
Town entrance signs	\$1,000	0
Print ads	\$250	0
<b>Subtotal Marketing</b>	<b>\$1,250</b>	<b>0</b>
<b>Other Ineligible Expenses</b>		
Cooler Trailer Rental	\$2,000	0
Glasses & Ice for Bar	\$1,500	0
Refreshment Tickets	\$250	0
Beer, Wine & Liquor	\$60,000	0
Pop & Mix	\$600	0
Bar Supplies	\$150	0
Merchandise	\$52,000	0
<b>Subtotal Other Ineligible Expenses</b>	<b>\$116,500</b>	<b>0</b>
<b>Subtotal Ineligible Expenses</b>	<b>\$120,250</b>	
<b>Total</b>	<b>\$183,365</b>	<b>\$23,315</b>

## NOTE

As part of the Final Report requirements detailed in Schedule "F", the Recipient is required to report on actual Project/Event total cash operating expenses and revenues.

Decreases to the Project/Event total cash operating expenses or eligible expenses may result in an adjustment to the Maximum Funds listed under this Transfer Payment Agreement.

Maximum Funds that the Province will provide to the Recipient under the Agreement may be adjusted accordingly as per Article 4, Section 2C.

## Eligible Expenses (must be incurred between April 1, 2022 and March 31, 2023)

- Performance and appearance fees paid to Canadian artists, musicians, other entertainers and presenters, including travel, accommodation and booking costs
- Programming costs, including interactive, experiential and/or accessible programming
- For eligible sporting events, programming costs related to attracting and engaging

spectators

- Ontario-based production costs, including audio and visual support (e.g., rental of sound and lighting equipment and rental of event venue)
- Placement of targeted paid advertising (e.g., broadcast, digital, print, social)
- Purchase of out-of-home advertising space (e.g., billboard, transit shelter)
- Geo-targeted digital and social media advertising buys
- Distribution costs for printed materials (printing costs are ineligible)
- Costs related to strengthening health and safety measures at the event (e.g., technology for digital contactless payment and admission, PPE necessary for the event operation and for employees to safely carry out their duties, installation of temporary health and safety equipment such as plexiglass and barriers to ensure physical distancing)
- Wages for temporary/contract event staff directly related to programming and marketing of the event. Wages for contract staff employed on a year-round basis are not eligible
- Translation costs directly related to the programming or marketing of the event
- Costs related to volunteer training
- Site/visitor services for the duration of the event
- Event security
- Mobile application and website development and upgrades if promoting or supporting the event
- Accessibility services and improvements to comply with the [Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) directly associated with the event programming (e.g., ramping, accessible viewing areas)
- Economic impact studies
- Other costs deemed reasonable

### **Ineligible Expenses**

- Expenses not incurred between April 1, 2022 and March 31, 2023
- Performance fees for international artists
- Production costs incurred outside of Ontario
- Administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, computers, utilities, maintenance costs) and any other operational expenses related to an organization's ongoing activities
- Salaries, travel costs and expenses (meals, etc.) for permanent staff or for full-time year-round contract staff
- Labour costs not directly related to the event
- Travel costs and expenses (meals, etc.) for temporary event/project staff (including contractors)
- Hospitality costs, excluding those for Canadian artists, performers and presenters
- Volunteer costs, other than those specifically for training for the event
- Event hosting licensing fees/bid fees
- Municipal permit and licensing fees
- Membership and subscription fees

- Credit/debit card fees
- Insurance costs
- Legal, audit or interest fees
- Budget deficits
- Merchandise (e.g., for inclusion in takeaways for attendees)
- Marketing creative, production or staff costs
- Printing of publications, DVDs, USB keys
- Promotion-based activities, press releases and related events, booking/packaging costs, media/influencer familiarization tours or paid promotional sponsorship.
- Any costs related to transactions by organizations directly affiliated with the applicant or between enterprises under common ownership or control
- Cost of alcohol or cannabis-related products
- Capital costs (e.g., construction materials, motorized vehicles, land acquisition, purchase of equipment, stages, fixed or portable seating, computers/notebooks, depreciable assets)
- Costs related to the creation of permanent creative assets (i.e., sculptures, light exhibits, displays)
- Competition prizes, prize money, and monies paid to competition participants, as well as awards, trophies and medals
- Costs related to participants in eligible sporting events (i.e., uniforms, travel, hospitality)
- Any costs for gifts, gratuities, honoraria or other items of personal benefit
- Harmonized Sales Tax or refundable expenses (e.g., security deposits)
- Any costs incurred for events held outside Ontario
- Any expenses that will be covered by in-kind revenues or in-kind services or funded by another source
- Any expenses not directly paid by the recipient organization (i.e., by the organization directly receiving the funding under this program)
- Charitable donations
- Fees relating to grant writers procured for preparing government funding applications
- Fees related to audit or engagement review financial statements
- Capital repayments
- Repayments to other funding programs

### SCHEDULE “E” PAYMENT PLAN

The Province will provide Maximum Funds in up to two (2) installments, as outlined in the following table:

PAYMENT DATE OR MILESTONE	AMOUNT
Upon signature of this Agreement by both parties.	\$16,321
Upon submission of the Project Final Report by October 31, 2022 provided the Province is satisfied with the completed Final Report.	\$6,994

### SCHEDULE “F” REPORTS

Name of Report	Due Date
Project Final Report	31/10/22

### FINAL REPORT REQUIREMENTS

All required documents must be submitted into [Transfer Payment Ontario](#) as follows:

1. **Completed Reconnect Ontario 2022 - Final Report Template** Download the document from your case in Transfer Payment Ontario and upload the completed validated version.
2. **Reconnect Project Information document - Confirmation of Actual Expenses** – Final reporting requirements as outlined in the Project Information document used to complete your TPA.
3. **Summary of Invoices for the Reconnect Ontario funded costs** – The summary must include the date of the invoice, the amount (not including tax), the

payee and the description of expenses. Copies of invoices are not required unless requested. A template will be provided by the Ministry.

4. **Reports and/or Publications produced as part of your event** - Including media summaries, visitor surveys that support performance metrics reported in your final report, if applicable.

5. **Financial Statements as follows:**

For recipients of funding less than \$100,000:

- Using the Project Information document provided by the Ministry, a Chief Financial Officer confirmation of revenues and expenditures statement for the Reconnect Project/event. Expenses must be incurred from April 1, 2022 – March 31, 2023.
- The Project Information document will include the requirement for sign-off by the recipient's Chief Financial Officer confirming that the funding was used only for eligible expenses. The Chief Financial Officer must attest to the following as part of the templated financial statement:

"In our opinion, the statement of revenues and expenditures for the Reconnect Ontario 2022 Project expenses accurately represents and is prepared, in all material aspects, in accordance with the reporting provisions of the Agreement between the Municipality of Huron East and the Ministry of Tourism, Culture and Sport, as represented by Her Majesty the Queen in right of Ontario and dated April 1, 2022".

6. **Any other details or documents** that may be requested by the Province.

Final payments cannot be processed without completion of all final reporting requirements and a valid Certificate of Insurance (COI) on file. A valid COI is required for the full term (until the expiry date) of your TPA.

Grant recipients are required to meet their obligations under [the Public Sector Salary Disclosure Act, 1996](#) if applicable.

Records of revenues, purchases, and expenses for your grant must be kept and made available for at least seven (7) years. The Province is bound by the [Freedom of Information and Protection of Privacy Act \(Ontario\)](#). Any information provided to the Province in connection with your grant or otherwise in connection with your TPA may be subject to disclosure in accordance with that Act.

\*\*\*\*\*End of document\*\*\*\*\*

The Corporation  
of the  
Municipality of Huron East  
By-law No. 075 for 2022

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 6<sup>th</sup> day of September, 2022 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 6<sup>th</sup> day of September, 2022.

**Read** a third time and finally passed this 6<sup>th</sup> day of September, 2022.

<hr/>	<hr/>
Bernie MacLellan, Mayor	Jessica Rudy, Clerk

## Huron East Administration

**To:** Mayor MacLellan and Members of Council  
**From:** Brad McRoberts, CAO  
**Date:** September 6, 2022  
**Subject:** Seaforth Lawn Bowling Club House Roof Replacement

---

**Recommendation:**

That the Council of the Municipality of Huron East authorize staff to proceed with replacement of the roof on the Seaforth Lawn Bowling Club House;

And that the cost for the replacement be drawn from the Seaforth Recreation Reserve.

**Background:**

The Municipality of Huron East owns the property and building at the Lawn Bowling Club in Seaforth. Early in the year the Seaforth Lawn Bowling Club made staff aware that the roof at the club house required repair/replacement. Staff undertook an inspection and determined that the roof need to be replaced. Staff obtained three quotations for the work and determine that the cost would be approximately \$9,000-17,000 + applicable taxes for asphalt shingles. Cost depends on the lifespan of the shingles. Attempts were made to obtain a quote for a steel roof, however the contractor would not quote the work due to the style of the roof (hip style roof). Staff are recommending the higher quality shingles with 40+ years of life at the upper end of the cost estimate range.

Unfortunately, the 2022 budget was already approved prior to staff being aware of the need for the roof replacement and were unable to include it on the 2022 capital budget.

Staff are recommending that the replacement costs be drawn from the Seaforth Recreation Reserves.

**Financial Impacts:**

The cost would be drawn from the Seaforth Recreation Reserve which, as of December 31, 2022 would have an estimated balance of \$722,639.

**Signatures:**

Brad McRoberts (Original Signed)

Stacy Grenier (Original Signed)

---

*Brad McRoberts, MPA, P. Eng., CAO*

---

*Stacy Grenier, CPA, Director of Finance*