



Municipality of Huron East
Council Agenda
Tuesday, October 4, 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](#) – September 20, 2022

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6. Public Meetings/Hearings and Delegations

6.1 [Delegation](#): Peter Smith, Executive & Creative Director, Canadian Centre for rural Creativity re: Proposal for support for the Youth Scholarship Program at the Rural Talks to Rural (R2R) Conference 2022

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6.2 [Public Meeting](#) re: Zoning By-law and Official Plan Amendment

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7. Planning

7.1 Recommendation from Public Meeting re: Zoning By-law and Official Plan Amendment

7.2 [Planner's Report](#) re: Consent Application C73-2022 – Thomas Leunenberger (Grey Ward)

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- 7.3** [Planner's Report](#) re: Consent Application C81-2022 - Sharon Lynn Pryce (McKillop Ward)

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- 7.4** [Planner's Report](#) re: Consent Application C82-2022 - Joe & Sherry Kuepfer (Grey Ward)

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- 7.5** [Planner's Report](#) re: Consent Application C84-2022 - John McKercher for L. B. Ryan & Sons Limited (McKillop Ward)

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8. Accounts Payable

9. Reports & Recommendations of Municipal Officers

- 9.1** [CAO-22-48](#), Rural Talks to Rural 2022 Youth Scholarship

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- 9.2** [CAO-22-49](#), Huron East/Seaforth Community Development Trust Land Transfer Agreement

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- 9.3** [CAO-22-51](#), Employee Handbook Modification – E.2 Pay Grid

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- 9.4** [CAO-22-29](#), April to June, 2022 Building Maintenance Report

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- 9.5** [CLK-22-19](#), Hybrid Meeting Policy

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- 9.6** [CLK-22-20](#), Part Lot Control Exemption – 255 Albert Street, Brussels – J.N. Renos (Roxanne Nicholson)

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- 9.7** [PW-22-10](#), Traffic Calming

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- 9.8** [FIN-22-09](#), Electronic Monitoring Policy

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10. Correspondence

11. Unfinished Business

12. Municipal Drains

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 [Huron East/Seaforth Community Development Trust](#) re: Minutes from September 8, 2022

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15. Other Business

16. By-laws

16.1 [By-law 080-2022](#), A By-law to Amend By-law 70-2017 and to Appoint a Community Emergency Management Coordinator

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16.2 [By-law 081-2022](#), A By-law to Authorize the Memorandum of Agreement with the Huron East/Seaforth Community Development Trust for a Transfer of Land

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16.3 [By-law 082-2022](#), A By-law to Exempt Lands from Part Lot Control – 255 Albert Street, Brussels

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16.4 [By-law 083-2022](#), A By-law to Adopt a 'General Update' Amendment to the Huron East Official Plan

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- 16.5 **By-law 084-2022**, A By-law to Amend Zoning By-law 52-2006

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- 16.6 **By-law 085-2022**, A By-law to Confirm Council Proceedings

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17. **Closed Session and Reporting Out (Section 239 Of The *Municipal Act*, 2001)**

- 17.1 Adoption of September 20, 2022 Closed Session of Council meeting Minutes **(Distributed Separately)**

- 17.2 239 (2)(b)(d) – personal information about identifiable individuals and employee negotiations in relation to the Deputy Treasurer

18. **Confirmatory By-Law**

- 18.1 By-law 085-2022, Confirm Council

19. **Adjournment**



Municipality of Huron East Council Meeting Minutes
Council Chambers
2nd Floor, 72 Main Street South, Seaforth, ON
Tuesday, September 20, 2022

Members Present:

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

Absent:

Mayor: Bernie MacLellan

Staff Present:

CAO Brad McRoberts; Clerk Jessica Rudy; and Director of Finance/Treasurer Stacy Grenier

Others Present:

Ben Gowing, GM BluePlan Engineering Ltd (Item 6.1)

Dawn Yundt (Item 6.1)

Mark Swart (Item 6.1)

1. Call to Order and Opening Remarks

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

2. Land Acknowledgement

Clerk Jessica Rudy provided the land acknowledgement.

3. Confirmation of the Agenda

Moved by Councillor Diehl and Seconded by Councillor Onn:

That the Agenda for the Regular Meeting of Council dated September 20, 2022 be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest

None declared.

5. Minutes of Previous Meeting

Moved by Councillor Chartrand and Seconded by Councillor McLellan:

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

5.1 Regular Meeting – September 6, 2022

5.2 Public Meeting – September 6, 2022

Carried

6. Public Meetings/Hearings and Delegations**6.1 Engineer's Report re: Baker Municipal Drain, Branch A**

Ben Gowing, Engineer, GM BluePlan Engineering, appeared before Council and provided an overview of the drainage works for the Baker Municipal Drain, Branch A, in particular the portions impacted by the Section 78 Improvement and subsequent Section 4 Petition. He provided an overview of the investigation, research conducted and proposed construction. It was noted, that there has been some concerns from landowners in regards to the net assessments, and that while they will continue to have discussions with the landowners the issues can be addressed through the Court of Revision, as it does not affect the design of the drain.

In response to the call for comments from landowners in attendance, Mark Swart and Dawn Yundt appeared addressed Council expressing concerns with current assessments and noted that they will address their concerns through the Court of Revision process.

Deputy Mayor Fisher requested if any landowner was present that wished to withdraw his or her name from the Section 4 Petition. No names were withdrawn.

In response to Council, B. Gowing stated that the recommended drain size is the current acceptable standard for municipal drains and explained that if a branch were to be installed to accommodate upstream flow would require a new Section 4 to be filed.

Moved by Councillor McGrath and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East accept the engineers' report on the Baker Municipal Drain, Branch A, 2022 and designate it as By-law 078-2022;

And that the Court of Revision be set for October 18, 2022 at 6:00 p.m. and that Councillors Alvin McLellan, Dianne Diehl and Raymond Chartrand be appointed be appointed as members with Councillor McLellan acting as Chair.

Carried

7. Accounts Payable - \$1,617,383.87

Moved by Councillor Wilbee and Seconded by Councillor Dalton:

That the accounts payable in the amount of \$1,617,383.87 be approved for payment.

Carried

8. Reports & Recommendations of Municipal Officers

9. Correspondence

9.1 Brussels Four Winds – Wedding and Event Venue re: Proposed Noise By-law

Clerk Jessica Rudy clarified that the purpose for the proposed Noise By-law was to create a unified and updated By-law for Huron East and repeals the Former Town of Seaforth By-law.

Received for information.

10. Unfinished Business

11. Municipal Drains

12. Planning

13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

Deputy Mayor Fisher stated that there are two significant developments in Ashfield-Colborne-Wawanosh, with over 100 homes planned in the next few years.

13.1.2 Other Boards/Committees or Meetings/Seminars

Deputy Mayor Fisher noted that the Rural to Rural Conference is being held from October 17-20, 2022 in Brussels and encouraged Councillors to attend.

13.2 Requests by Members

Councillor Chartrand requested an update in regards to the status of the Seaforth Manor. CAO Brad McRoberts noted that the MPP has been contacted, however there has been no response and staff will reach out again. Councillor Chartrand noted that the situation cannot be taken lightly and that support should be received from Provincial and Federal levels.

13.3 Notice of Motion

13.4 Announcements

Councillor Onn thanked all who attended the Brussels Fall Fair and noted the success of the event.

Council Minutes – September 20, 2022

Councillor McLellan announced that the Ethel community will be hosting a drive thru harvest supper on October 30, 2022.

Councillor Chartrand announced Ciderfest being held on September 25, 2022 at the Van Egmond House and encouraged all to come out.

Deputy Mayor Fisher announced that the Huron Harvest tasting event is being held on October 2, 2022 from 12-5 p.m.

14. Information Items

14.1 Council Expenses for August 2022.

Received for Information.

Moved by Councillor Steffler and Seconded by Councillor Wilbee:

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

14.2 Huron East/Seaforth Community Development Trust – August 4, 2022, 2022

14.3 Seaforth & District Community Centre Management Committee – September 4, 2022

Carried

15. Other Business

Clerk Jessica Rudy updated Council that due to the advertising of a virtual Public Meeting for the Zoning By-law and Official Plan Amendments placed prior to the Council decision to return fully to in person meetings, the October 4, 2022 Public Meeting and Regular Council meeting will be held virtually.

16. By-laws

Clerk Jessica Rudy suggested that in response to recent correspondence received from the public in regards to the regulations and licensing requirements for kennels in Huron East, that the Animal Control By-law be deferred in order to allow staff to investigate any potential improvements to that portion of the By-law.

Moved by Councillor Dalton and Seconded by Councillor McGrath:

That By-law 77-2022, A By-law to Regulate Animal Care and Control with the Municipality of Huron East be deferred; and

That be It Hereby Resolved that leave be given to introduce By-laws 76, 78 and 79 for 2022.

Council Minutes – September 20, 2022

By-law 076-2022 – A By-law for the Regulation and Prohibition of Noise and Sound for the Municipality of Huron East

By-law 078-2022 – A By-law for the Baker Municipal Drain, Branch A

By-law 079-2022 – Confirm Council Proceedings

Carried

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That Be it Hereby Resolved By-law 076-2022, A By-law for the Regulation and Prohibition of Noise and Sound for the Municipality of 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

Moved by Councillor Morrison and Seconded by Councillor McLellan:

That Be it Hereby Resolved By-law 078-2022, A By-law for the Baker Municipal Drain, Branch A be given first, and second readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

17. Closed Session And Reporting Out (Section 239 Of The *Municipal Act*, 2001)

Moved by Councillor Wilbee and Seconded by Councillor Morrison:

That Council of the Municipality of Huron East, pursuant to Section 239(2) of the *Municipal Act*, adjourn the regular meeting of Council at 7:52 p.m. to go into Closed Session to discuss the following:

17.1 Adoption of September 6, 2022 Closed Session of Council Meeting Minutes

17.2 239(2)(c), proposed or pending disposition of land in Seaforth

And that CAO Brad McRoberts, Director of Finance Stacy Grenier, and Clerk Jessica Rudy remain in closed session.

Carried

Moved by Councillor Onn and Seconded by Councillor Dalton:

That Council of the Municipality of Huron East resumes the regular Council meeting at 8:40 p.m.

Carried

Deputy Mayor Fisher reported out from the Closed Session that Council discussed potential disposition of land in Seaforth.

18. Confirmatory By-Law

Moved by Councillor Diehl and Seconded by Councillor Chartrand:

That Be It Hereby Resolved that By-law 079-2022, 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

19. Adjournment

Moved by Councillor Diehl and Seconded by Councillor Morrison:

The time now being 8:41 p.m. That the regular meeting do adjourn until October 4, 2022 at 7:00 p.m.

Carried

Robert Fisher, Deputy Mayor

Jessica Rudy, Clerk



September 27, 2022

This is a PROPOSAL for support for the Youth Scholarship Program at the Rural Talks to Rural 2022 conference (R2R22) in Brussels, Ontario. The proposal is made to the Huron East Municipal Council from the Canadian Centre for Rural Creativity.

WHY? The Youth Scholarship is a new program at R2R22. Our aim is to encourage younger folks to attend the conference and actively participate in dialogue about where rural is at now, and where rural could be going. It puts them in the mix with rural changemakers, municipal staff and elected officials, academics, farmers, scientists, entrepreneurs, and artists, and in some instances will be the beginning of a new relationship and participation in their own community.

WHO? The scholarship is for students between 15 and 25 years of age and open to students within the Municipality and beyond. It offers an all-inclusive pass to the conference with follow up experiences once the conference concludes.

R2R continues as a collaboration – a partnership with local businesses, not-for-profit organizations, and many different rural communities in the region and beyond. We are proposing a partnership between the Municipality of Huron East and the University of Guelph to support the Youth Scholarship Program. The University recently contributed \$2,500.00 in support of the scholarship and we are asking that Huron East match that contribution of \$2,500.00.

If you decide to support the Youth Scholarship Program, we will communicate that across our social media sites and on our CCRC website. We will also make an announcement at the R2R22 conference that the official name for the program is the University of Guelph/Municipality of Huron East Youth Scholarship.

Thank you for your consideration.

Pete Smith
Executive & Creative Director
Canadian Centre for Rural Creativity
and
Producer of R2R22.



Municipality of Huron East
Public Meeting Agenda
Tuesday, October 4, 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 and Official Plan.

- 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. Proposed Amendments to the Official Plan and Zoning By-law

The purpose and effect of the General Update Amendment is to update direction in the Huron East Official Plan and Zoning By-law regarding housing, Minimum Distance Separation (MDS), and housekeeping items.

- i. [Planner's Report](#) re: General Update to Huron East Official Plan & Zoning By-law

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- ii. [Correspondence](#) received through Open House Process

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6. Delegations

- i. [Peter and Brad Klaver](#)

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7. Adjournment



PLANNING & DEVELOPMENT

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www.huroncounty.ca

To: Mayor and Members of Huron East Council
 From: Jenn Burns, Planner & Denise Van Amersfoort, Manager of Planning
 Date: September 28, 2022
 Re: **General Update to Huron East Official Plan & Zoning Bylaw**

RECOMMENDATION

It is recommended that Council initiate a General Update to the Huron East Official Plan and Zoning By-Law and direct staff to circulate the amendment for public review under the Planning Act.

PURPOSE and DESCRIPTION

The purpose of the General Update Amendment is to update several policies and provisions in the Official Plan and Zoning Bylaw. The Huron East Official Plan was last reviewed in 2016 and since that time, the County of Huron Official Plan and Provincial Policy Statement have been updated (in 2021 and 2020, respectively). This update presents an opportunity to implement more flexible housing options which have been discussed with Council in recent months.

REVIEW

The proposed Amendments to the Official Plan and Zoning Bylaw impact multiple sections of the text portion of the documents and select Key Maps in the Zoning Bylaw.

In the following section of this report, the changes to various sections are outlined in more detail, organized by the geographic location of the Municipality impacted by the proposed amendment.

Agricultural Area

1. Incorporate policies and provisions to permit Additional Residential Units (ARU) in the agricultural area as follows:

- a. On commercial scale farms (AG1), a total of two ARUs are permitted with either both in the main dwelling or one within the dwelling and one within a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.
- b. On small agricultural holdings (AG4), a single ARU is permitted in either the main dwelling or a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.

Review: This policy is being implemented across the County with supportive comments from Huron County Federation of Agriculture. The original ARU policy on AG4 zones was to have the detached ARU within 30 metres of the main dwelling; the feedback was such that 30m was too restrictive when considering the location of accessory buildings, septic fields, laneways, and existing landscaping. The policy was amended to 60m from the main dwelling. As a new policy, the effectiveness of the approach will be monitored.

2. Clarify that MDS does not apply to On-Farm Diversified Uses and Agricultural Commercial Industrial Uses.

Review: In 2017, the Minimum Distance Separation Guideline (Publication 853) was updated to state that the application of MDS to Agricultural Commercial-Industrial Uses (referred to as AG3 in Huron East) and On-Farm Diversified Uses was optional and to the discretion of local municipalities. It is recommended that MDS not apply to either of these uses. For AG3 uses, the rationale is that these uses are located in the agricultural area by the nature of the business conducted and are not incompatible with barns. For On-Farm Diversified Uses, the application of MDS could sterilize significant areas of the agricultural concessions for new barns; as such, MDS is not recommended to apply but rather, On-Farm Diversified Uses are encouraged to cluster with the on-farm residence to benefit from the Type A MDS Distance applied to that structure. This recommendation is in line with the Official Plan direction to ensure maximum flexibility for farm operators, and to relate development in the Agricultural area to the needs of agriculture and respect the farmer's ability to farm.

3. Removal of livestock limitations in the Agricultural Small Holding (AG4) Zone.

4. Introduce setbacks for buildings containing livestock on AG4 properties.

Review: No. 3 & 4 are related. As a result of a recent legal proceeding, it was deemed that the limitation on livestock in the AG4 zone is ultra vires (ie. unenforceable) as it conflicts with the Nutrient Management Act (2004). As a result, those provisions are being removed and new provisions are added which would allow a new barn to be constructed on an AG4 parcel. New barns are subject to Minimum Distance Separation and most AG4 properties will not be large enough to accommodate a commercial scale livestock barn; however, many will be able to accommodate a hobby scale barn.

5. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.

Review: This amendment increases flexibility for farmers to accommodate farm labour in more permanent dwellings. This responds to the housing shortage and also the need for increased separation of living units for on-farm labour as demonstrated during the pandemic. This housing is required to locate in close proximity to the existing building cluster and cannot be severed from the farm.

6. Update On-Farm Diversified Use policies and provisions to reflect updated Provincial Policy and permit a wider range of on-farm businesses (on-farm markets, on-farm events facility, etc).

Review: These provisions are in response to the 2017 release of OMAFRA Publication 851: Permitted Uses in Prime Agricultural Areas which outlines requirements and permissions for what are known as On-Farm Diversified Uses (eg. agri-tourism, value added processing, home industries and home occupations). This amendment creates more flexibility with respect to on-farm businesses while requiring that large scale agri-tourism type uses be subject to Site Plan Control.

Urban Settlement Area

1. Incorporate provisions for Additional Residential Units (ARU) in R1, R2 and R3 zones in fully serviced settlement areas (ie. Seaforth, Brussels, Vanastra) and partially/privately serviced settlement areas (ie. Ethel, Walton, Winthrop, Brucefield, etc) subject to lot size and area for septic systems in unserviced areas.

2. Permit modular homes to be utilized for detached ARUs in R1, R2 and R3 zones.

Review: Items 1 and 2 are related. This amendment implements the direction of More Homes, More Choices Act (2019 – known as Bill 108) which requires policies authorizing Additional Residential Units. This Act calls for permissions of two (2) ARUs in the main dwelling and an additional ARU in a detached structure. The Huron East Zoning By-law already meets a portion of this requirement in that it has permitted a converted dwelling (in fully serviced settings) since its initial passing (as did the pre-amalgamation Bylaws) and secondary suite policies dating back to the Stronger Communities Through Affordable Housing Act (2011). The amendments update the approach and allow for modular dwellings to be utilized as Additional Residential Units.

It is important that the local context be considered in the application of this policy as there are some areas of Huron East wherein practical constraints exist. Firstly, in privately serviced areas, the land base required for expanded septic fields is one consideration and adherence to nitrate thresholds are another (as outlined in Ministry of Environment D-4 Guideline). In areas such as Henfryn, which has an increased minimum lot size due to hydrogeological conditions, Additional Residential Units will not be permitted as of right.

3. Introduce definitions for rowhouse (in place of multiple attached), additional residential unit, multiple unit dwelling (in lieu of apartment, stacked townhouse, etc), residential with supports (in lieu of hospice, group home, transitional housing, overnight respite care, etc).

Review: Updated definitions are required to reflect new housing-related language.

4. Permit 'dwelling with supports' in R1 (fully serviced), R2 and R3 zones.

Dwelling with Supports

Means a residence for the short or long term accommodation of persons who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. This shall include, for example, a group home, transitional housing, hospice, respite care, crisis care facility but shall not include a hotel or motel.

Review: This use replaces a 'group home' and adopts a wider interpretation which also includes other dwelling types where enhanced supports are provided. This more inclusive definition moves away from having to define and permit each use separately within the By-law.

5. Permit triplexes and quadraplexes in R1 zone. Permit multiple-unit dwellings in R2.

Review: The introduction of more dense forms of housing is required in order to deliver the number and type of units required by our community now and into the future. The amendment proposes that the low density residential areas (R1) will permit up to 4 units as of right. The medium density areas will now permit all uses permitted in R1 as well as rowhouses and multiple-unit dwellings to a maximum building height of 11 metres (Note: Maximum height is unchanged by amendment).

6. Remove unit maximums in low, medium and high density residential areas.

Review: The amendment proposes a new approach to the density framework in medium/high density residential areas (R2 and R3) which moves away from unit maximums and adopts an approach based on the built form of the dwelling (ie. type of dwelling, number of storeys, etc).

7. Require minimum density threshold of 15 units/hectare in newly developing areas.

Review: New developments must demonstrate efficient use of land and services; this amendment provides a target density.

8. Reduce interior side yard setbacks from 3 metres to 1.5 metres for all building types except multi-unit residential buildings over 2 storeys.

Review: This amendment is designed to address a commonly amended provision within the Zoning Bylaw. This reduction has become a standard in all new developments and can help to facilitate infill lots and intensification within existing neighbourhoods while ensuring sufficient area for drainage exists.

9. Increase maximum lot coverage for single detached to 40% (from 35%) where the lot frontage is 15m or less.

Review: This amendment facilitates infill development and intensification within existing neighbourhoods and promotes more compact form.

10. Remove lot depth requirements for residential development in fully serviced areas.

Review: Lot planning and housing designs respond more so to the provisions of minimum lot frontage and minimum lot area, rather than lot depth. Lot depth is one of the more often amended provisions through minor variance processes and is deemed unnecessary for fully serviced areas. For partially and privately serviced areas, the provision of minimum lot depth is still necessary as it ensures sufficient land base for private septic systems and wells.

11. Remove provisions regulating the location of common walkways.

Review: This is an unnecessary provision.

12. In R3 zones, replace Privacy Yard with Communal Outdoor Amenity Space requirements.

Review: This provision can act as a barrier to higher density developments. The social and mental health benefits of having access to an outdoor amenity space are recognized and a high quality amenity area is prioritized over individual privacy yards which are often quite difficult to incorporate, leading to awkward designs.

13. Amend provisions to allow for the separation of rowhouses and multiple unit dwellings into freehold units.

Review: Provision facilitates the change in tenure from rental to freehold without having to seek additional planning approvals.

14. Increase maximum height for accessory building in residential zones (except for RC1 & LR1) to 6 metres or the height of the main dwelling, whichever is less.

Review: This amendment will allow for Additional Residential Units to be incorporated into a larger detached structure (eg. detached garage with living unit above) but by tying the height maximum to the height of the existing building, it will promote compatibility and sensitive integration. Further, there have been several amendments for increased height in residential zones in recent years.

15. Clarify that lot creation and/or intensification is permitted based on MOE D-Series Guidelines for Nitrates and the County's Nitrate Terms of Reference.

Review: Groundwater is the prime consideration with this amendment and ensuring its protection for the long term. The creation of new privately serviced lots must be sized based on conventional septic systems but no longer are required to provide a contingency bed. County Council approved a Nitrate Terms of Reference in July 2022.

Downtown

1. Clarify commercial requirements when a residential use is located to the rear of a ground floor commercial use.

Review: This clarification was requested during the Housing Workshop with Huron East Council to clarify the requirements for properties within the Core Commercial Area which are being renovated to include residential uses on the main floor. This amendment will require a sufficiently sized area to be maintained at the front of the building for commercial uses (50 square metres or 535 square feet).

General Implementation

1. Amend Section 3.32 (Setbacks from an Active or Closed Waste Disposal Site) to clarify that studies must be completed for all uses, not exclusively residential and/or livestock buildings.

Review: This amendment is to bring the Official Plan and Zoning Bylaw into compliance with Ministry of Environment D-Series Guideline D-4 'Land Use on or Near Landfills and Dumps'.

2. Clarify 3.40 (Truck Bodies and Storage Containers) that this does not apply to storage containers which are disassembled and utilized as building materials which comply with the Ontario Building Code.

Review: This clarification is included to implement the recent decision of an Ontario Land Tribunal hearing within the County.

Site Specific Amendments

There are site specific amendments proposed for the Brussels, Seaforth and Tuckersmith Wards. Individual letters were mailed directly to affected properties.

In Brussels, two properties which have historically been used for residential purposes will be rezoned from industrial to low density residential. One of the properties (200 Turnberry Street) is proposed to be rezoned to R1-H, as the owner has yet to demonstrate no negative impact from the nearby former landfill. Once confirmation of this is received, the -H may be lifted with Council's approval.

In Seaforth, the removal of the 'dwelling units secondary to a commercial use' is proposed from a C2 zoned property (138 Main Street South) located abutting the Goderich Exeter Railway and an active industrial property. In Seaforth, the Fringe Commercial Core Area Zone applies to properties which are located on the rear side of properties fronting onto Main Street with the exception of the subject property. It appears that in 2009 when Bylaw 85-2009 was approved, the introduction of this use was unintentionally applied to this property. During the last review of the Huron East Official Plan (2016), comments were received from Goderich Exeter Railway outlining the minimum setbacks (30 metres for noise and 75 metres for vibration considerations). The subject building is located 25 metres from the edge of the railway right of way. Further, the subject property is located within the 'Area of Influence' of

the abutting industrial property as defined in Ministry Guideline D-6 'Compatibility between Industrial Facilities' which could lead to land use conflict.

Staff have had communications with the owners (Mr. P and B. Klaver) and they are not in favour of the proposed change and indicated that they are in the process of establishing accessory dwelling units. Letters of support for establishing a residential use on the subject property were received from a local farmer and manufacturer who are in need of rental units for their employees and would like to rent the proposed spaces, recognizing potential noise impacts may be experienced. Should Council not agree to remove the proposed C2-3 provision, it is recommended that at a minimum, Site Plan Approval with noise mitigation be required.

In Tuckersmith, a new landfill buffer has been applied around the former landfill that served the Vanastra Settlement Area during and in the years following the Second World War when the community was an RCAF Base. Additionally in Vanastra, the provision for 'dwelling units secondary to a commercial use' was removed from seven (7) properties located in proximity to active industrial uses.

Finally, a number of zone maps are revised to identify the Wellhead Protection Areas within Brussels, Seaforth, Molesworth and Brucefield.

CONCLUSION

It is recommended that Official Plan Amendment No. 22 **be adopted and forwarded to the County of Huron for approval** and associated Zoning By-law Amendment Z08-2022 be **approved**. Both amendments are consistent with the Provincial Policy Statement, 2020 and conform to the Huron County Official Plan.

Please note this report is prepared without the benefit of input from the public as may be obtained through the public meeting. Council should carefully consider any comments and/or concerns expressed at the public meeting prior to making their decision on this application.

Sincerely,

'Original signed by'

Jenn Burns, RPP MCIP
Planner

'Original signed by'

Denise Van Amersfoort, RPP MCIP
Manager of Planning

September 15, 2022

County of Huron
Planning & Development
57 Napier Street
Goderich, ON
N7A 1W2

Re: 138 Main Street South, Seaforth

Dear Ms. Burns,

My name is Steve Forman and I own three farms outside of Seaforth, which are Venture View Swine Ltd, New View Swine Ltd and Tuckersmith Pork Ltd. We currently have around 20 employees between our three farming operations. Our employees consist of both local residents and foreign workers. All of our employees are always in need of safe and affordable housing, which is hard to find in this area.

I was looking forward to working with Pete Klaver to provide safe and affordable housing for some of our employees and their families at 138 Main Street South, Seaforth. Pete has informed me that at this time he is unable to convert the zoning to allow for a new residence.

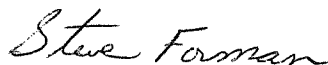
Mentioned in your letter to Mr. Klaver dated September 1, 2022, a concern is the proximity to the railway. There is a residential apartment above the carwash, located at 150 Main Street South, Seaforth which would be a similar distance in relation to the railway. Why is this apartment acceptable at 150 Main Street, while it is not at permitted at 138 Main Street?

There should be no concern of commercial space being available in Seaforth as there are multiple empty store fronts on Main Street. The opportunity to open any new business in Seaforth is not hindered on available commercial space, therefore converting this commercial space to residential should be a non-issue.

Our farms struggle to find good employees to work for us, and when there is no safe and affordable house for them to live within the area, they find work elsewhere. In addition, we hope to be able to help some of our long time foreign employees bring their families to Canada. It is important to attract and keep good people in our community to work, play and live.

We hope to be able to continue working with Pete on this location to potentially provide housing for some of our employees and their families. Please consider this letter in your decision to convert the zoning to residential at 138 Main Street South, Seaforth.

Sincerely,



Steve Forman
519-317-2837

Brad Klaver
12 Main St N
Seaforth, Ontario
N0K 1W0

September 15, 2022

Dear Huron East Planning and Development,

My father, Pete Klaver and I, have recently become aware of the proposed changes to the C2 Zoning By-laws, that would remove residential dwellings from a few select buildings with the C2 zoning designation.

Two years ago, we purchased 138 Main Street South with the intent to develop it to have apartments. In August of this year, I moved here with my family to work on this project. I'm transitioning my career, made significant life decisions, and invested a lot of money in this property. All of these decisions and actions were contingent on the ability for a building zoned as C2 to allow residential dwellings.

I can see the motivation behind this principle in general cases, but in this instance the issues and risks have been addressed.

We have relationships with the businesses bordering this property, and they're supportive of what we're doing because it gives them a chance to hire more employees. We can provide letters, and contact information from these business owners that will confirm this.

If there are concerns about the property's proximity to the train tracks, this issue is very easily addressed with a line of trees, or a fence.

Given the emerging housing crisis, it seems counter productive to revoke our right to proceed with this project, when it could help families move to Seaforth, which would help local businesses with labour shortages.

If you look at the climate in the rental market, and you see how outrageously expensive it is, its apparent that there's going to be 5 families that will be having a lot of difficulty finding a home, and want to live here. Should we tell them, "No you can't be here because there's train tracks nearby." I think people should have the option to choose for themselves whether or not they want to live here.

Please help us understand the motivation behind this proposed change, or potential issues that need to be avoided. We look forward to addressing any risks or concerns. The concerns that have been stated so far, seem easily manageable.

We're in a position where we have to look at every means of recourse, and I just hope we can look at the greater good: Prioritizing the ability for more families to find a place to live so they can work and support local businesses.

Sincerely,
Brad Klaver



151 Main Street South, Seaforth, ON N0K 1W0

www.everspringfarms.ca

September 14, 2022

To Whom It May Concern:

This correspondence is to lend support to the renovation of a building project located at 138 Main Street South in Seaforth, for the purpose of creating residential dwellings.

Our business employees over 30 people from the Seaforth area, and as we continue to grow, one of our challenges is the availability of housing and the limitation this causes when trying to attract new employees for full time employment. This is also a challenge for other businesses in the Seaforth area as well. We believe having additional housing available would be a positive development for the community, and as a neighbouring property we would fully support the renovation of the building in question to allow for additional housing opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Donaldson", with a stylized flourish at the end.

Dale Donaldson

President,

Everspring Farms Ltd.

From: Peter Klaver pklaver@tcc.on.ca
Subject: Proposed changes to zoning 138 Main
St. South
Date: Sep 29, 2022 at 11:01:18 AM
To: bradklaver@gmail.com

To Huron East council

This is my response to the letter I received from planning and development stating changes they would like to make ,to zoning By law establishing in 2006. In particular it is proposed that "dwelling unit secondary to commercial use "be removed from select C2 properties .My property located at 138 Main St. South has been identified as one Where this use would be removed.

I object to this zoning change/removal of use ...my reasons are as follows:

I purchased the property with the existing C2 zoning ,which as it currently stands allows as permitted uses. "Dwelling units secondary to a commercial use within the rear portion or upper stories of a commercial building (ZBLA 85–2009)"

I purchased this building to build residential rental apartments in the allowed space

I will be leaving a commercial space fronting on Main Street as the zoning requires.

I do not agree with plannings position that the" train whistle and possible Vibration "is a good reason to stop this property

redevelopment. From my observation Train traffic is minimal the majority being in daylight hours ,many days no trains at all.

These apartments would be rented to working class individuals who are happy to be able to live close to their place of employment. And so logically speaking the bulk of train traffic would occur when tenants would not even be home.

I will be installing fence and tree screens as well as courtyards to lessen impact of noise and vibration from train and regular road traffic.

I will also be using whatever means affordable and to lessen noise impact

These structures or additions also improve the day to day enjoyment of the tenants living there

In support of this statement I use the commercial hotel property at 84 Main St. S. as an example of a previous property that I redeveloped and finished in 2014 , I believe it is a good investment to make the residential rental property as appealing as possible to anyone who may decide to live there ,I will be doing this with the 138 main st property as well.

In regard to noise from the train whistle it is my opinion that the fire alarm at the Huron East Municipal building is a lot more

offensive than the train whistle .So I question .. Is it planning and development's position that nothing else should be built in all of Seaforth because of the noise generated from that device?

Also in regard to noise , it is my opinion the passing of transport trucks and high performance modified pick up trucks on Main Street create a lot more offensive noise than a passing train

In regard to planning and development s issue of compatibility with surrounding existing industrial uses. I have personally spoken with Jason Oud one of the owners of the Seaforth elevators ,he is not concerned about ,apartments being included in the 138 building . Currently there are residential houses directly across crombie street from his business also residential apartments above the car wash property diagonally across the railroad tracks from his business.

Also the truck activity around the elevator is greatly reduced from what it was in the previous decades.

Directly across the train tracks to south is the car wash with apartments in the upper level., that was a recent build and is

much closer to the railway tracks than the 138 building.

EverSpring Farms is diagonally across The tracks from the 138 property I have enclosed a letter from the president of that business which clearly states it is not an issue ,but a bonus if this property is developed as apartments

On the west side of the 138 building we have the Seaforth Legion and lawn bowling .on the north side the Bethel church building .I believe apartments would be complementary to those two properties and would not present and issue.

I've been in the residential rental business for 23 years and the demand is greater now than I have ever experienced it .I get multiple inquiries for apartment rentals every week ,even when not advertising. It is pretty apparent that there is a housing shortage across Ontario.

I include a support letter from a local farm business owner Steve Forman

I would think that at a time of housing shortage that this

project would be applauded at Municipal and county level ,offering affordable housing without having to be subsidized

This would be a main street revitalization of a building that has been underutilized for a number years it would result in maintaining tax base ,rather than disintegration over time .

One only needs to look at the empty commercial spaces here on Main St., Seaforth or the north end of Brussels Main St., to realize that commercial rentals are a hard sell.

Buildings that sit empty do not generate income for their maintenance or tax payments , I cannot come up with any other use for this building that would actually generate a positive income.I have already invested substantial money in materials labour and preparation to bring this project to completion

I have three existing tenants in my other buildings that are eager to move into this building upon completion ,I am happy to provide their names if you would like to interview them .

This property has ample parking space ,and so parking is not an issue.

In closing ,I have dedicated considerable time and money into Main St., Seaforth over the past 23 years .In my opinion this is a good use for this property, from my own perspective ,and I would think from a Main Street revitalization position as well. People living In the Main Street area is good for local business ,is good for security of the business area. And attempts to keep our main street looking vibrant. Sincerely Peter G . Klaver

Peter Klaver

[\(519\) 525-2543](tel:(519)525-2543)



151 Main Street South, Seaforth, ON N0K 1W0

www.everspringfarms.ca

September 14, 2022

To Whom It May Concern:

This correspondence is to lend support to the renovation of a building project located at 138 Main Street South in Seaforth, for the purpose of creating residential dwellings.

Our business employees over 30 people from the Seaforth area, and as we continue to grow, one of our challenges is the availability of housing and the limitation this causes when trying to attract new employees for full time employment. This is also a challenge for other businesses in the Seaforth area as well. We believe having additional housing available would be a positive development for the community, and as a neighbouring property we would fully support the renovation of the building in question to allow for additional housing opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Donaldson", written over a horizontal line.

Dale Donaldson

President,

Everspring Farms Ltd.

September 15, 2022

County of Huron
Planning & Development
57 Napier Street
Goderich, ON
N7A 1W2

Re: 138 Main Street South, Seaforth

Dear Ms. Burns,

My name is Steve Forman and I own three farms outside of Seaforth, which are Venture View Swine Ltd, New View Swine Ltd and Tuckersmith Pork Ltd. We currently have around 20 employees between our three farming operations. Our employees consist of both local residents and foreign workers. All of our employees are always in need of safe and affordable housing, which is hard to find in this area.

I was looking forward to working with Pete Klaver to provide safe and affordable housing for some of our employees and their families at 138 Main Street South, Seaforth. Pete has informed me that at this time he is unable to convert the zoning to allow for a new residence.

Mentioned in your letter to Mr. Klaver dated September 1, 2022, a concern is the proximity to the railway. There is a residential apartment above the carwash, located at 150 Main Street South, Seaforth which would be a similar distance in relation to the railway. Why is this apartment acceptable at 150 Main Street, while it is not at permitted at 138 Main Street?

There should be no concern of commercial space being available in Seaforth as there are multiple empty store fronts on Main Street. The opportunity to open any new business in Seaforth is not hindered on available commercial space, therefore converting this commercial space to residential should be a non-issue.

Our farms struggle to find good employees to work for us, and when there is no safe and affordable house for them to live within the area, they find work elsewhere. In addition, we hope to be able to help some of our long time foreign employees bring their families to Canada. It is important to attract and keep good people in our community to work, play and live.

We hope to be able to continue working with Pete on this location to potentially provide housing for some of our employees and their families. Please consider this letter in your decision to convert the zoning to residential at 138 Main Street South, Seaforth.

Sincerely,

Steve Forman
519-317-2837



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

To: The Municipality of Huron East
 From: Jenn Burns, Planner
 Date: September 29, 2022

Re: Consent C73-2022

Concession 5, Lot 27 & Part Lot 26, Former Grey Ward, Municipality of Huron East.
 44704 Cardiff Road
 Owner: Thomas Leunenberger
 Applicant/Purchaser: Amy Emond

RECOMMENDATION

That application C73-2022 be recommended for approval with the attached conditions.

PURPOSE

The purpose of the consent application is to create a new lot under the surplus farm residence severance policies. The proposed retained land (house parcel) is approximately 1.2 hectares (3 acres) in size and consists of a house and small shed. The proposed severed land (farmland) is approximately 67 hectares (167 acres) in size and consists of vacant agricultural land. The lands are designated Agriculture and Natural Environment in the Huron East Official Plan, and zoned AG1 (General Agriculture) and NE2 (Natural Environment – Limited Protection) in the Huron East Zoning By-Law. The applicant has requested that the severed lands be considered the farmland and that the retained lands be the house portion as per their solicitor's advice. The Department does not have a concern with this as the outcome of the application is the same as the standard surplus farmhouse severance process.

REVIEW

This application:

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

Applications that are unable to meet all of the foregoing criteria are referred to County Council for a decision.

Figure 1. Aerial photo of subject property in red (167 acre farm at the corner of Molesworth Line and Cardiff Road). Farmland to be severed shown in red & residential parcel to be retained shown in yellow.



Figure 2. Aerial photo of the proposed retained parcel shown in yellow



Policy Review*Official Plan Policies*

Section 10.3.1 of the Huron East Official Plan permits the severing of a residence that is surplus to an existing farm operation subject to certain provisions. The policy requires that the residence must be a minimum of 15 years old and deemed habitable; the construction of any new residence is prohibited in the retained parcel; and, the new lot is limited in size so as to not remove farmland from production.

The proposed consent meets the above criteria: the existing house is a minimum of 15 years old and habitable, the construction of any new residence on the retained parcel is prohibited with the automatic rezoning of the severed and retained parcels, and the area of the retained (residential) lot is kept a minimal size of 1.2 hectares (3 acres) needed for residential purposes and to accommodate the associated servicing of the lot.

The house is surplus to another farm dwelling owned by the purchaser (Amy Emond).

The Provincial Policy Statement, 2020 (PPS) permits the severance of a surplus farm dwelling. The PPS requires that the construction of a new residence on the farmland created by the severance be prohibited. This is addressed through the automatic rezoning provision in the Zoning By-law which will change the zoning on the farmland to prohibit a residence once the consent is finalized (the AG2 zone).

As a result of the review above, the consent is consistent with the PPS, and conforms to the provisions of the Huron County Official Plan, Huron East Official Plan and Huron East Zoning By-law. It is therefore recommended that this application be recommended to Huron County for approval with the conditions as follows:

AGENCY AND PUBLIC COMMENTS

There are no outstanding concerns from neighbours and no concerns were received from Huron East staff.

CONCLUSION

This application complies with the policies within the Provincial Policy Statement, Huron County and Huron East Official Plans, and therefore is recommended for approval with the recommended conditions below.

Recommended Conditions:**Expiry Period**

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. If required, an entrance permit be obtained to provide access to the farmland.
4. The sum of \$750 be paid to the Municipality as cash-in-lieu of parkland.
5. The subject parcel be numbered and addressed for 911 purposes to the satisfaction of the Municipality.

Survey/Reference Plan

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

Zoning

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

Drainage

8. If required, Section 65 of the Drainage Act be addressed to the satisfaction of the Municipality.

Notes:

The applicant is hereby advised that the retained parcel will automatically be rezoned to recognize the residential parcel (eg AG4-34) and the severed farmland (only PT LOT 26) will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.

Sincerely,



Jenn Burns, Planner



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

To: The Municipality of Huron East

From: Jenn Burns, Planner

Date: September 29, 2022

Re: Consent C81-2022

Concession 8, Part Lot 22, McKillop Ward, Municipality of Huron East.

43103 Winthrop Road

Owner/ Applicant: Sharon Lynn Pryce

RECOMMENDATION

That application C81-2022 be recommended for approval with the attached conditions.

PURPOSE

The purpose and effect of this application is for an addition to a lot. The subject agricultural property contains a shed that straddles the lot line of two separate properties, both owned by the same family. The subject lands are zoned General Agriculture (AG1) in the Huron East Zoning By-law. The lands are designated Agriculture in the Huron East Official Plan.

REVIEW

This application:

Is consistent with the Provincial Policy Statement (Section 3(5) Planning Act): **Yes**

Does not require a plan of subdivision for the proper and orderly development of the municipality (Section 53(1) Planning Act): **Yes**

Conforms with section 51(24) of the Planning Act: **Yes**

Conforms to the Huron County Official Plan: **Yes**

Conforms to the Huron East Official Plan: **Yes**

Complies with the Huron East Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance): **Yes**

Has no unresolved objections/concerns raised (to date) from agencies or the public: **Yes**

Applications that are unable to meet all of the foregoing criteria are referred to County Council for a decision.

This application is for the purpose of a minor lot addition and proposes to sever 1.75 acres of land containing a portion of an existing shed, from an existing 48 acre farm parcel. The 1.75 acres will be merged with the neighbouring 1.57 acre AG4 parcel to the west to allow for the shed to be wholly contained on the AG4 property.

These applications do not create any new lots and the result of which does not allow for any additional on-farm dwellings. The Policy analysis and planning comments follow Figure 3.

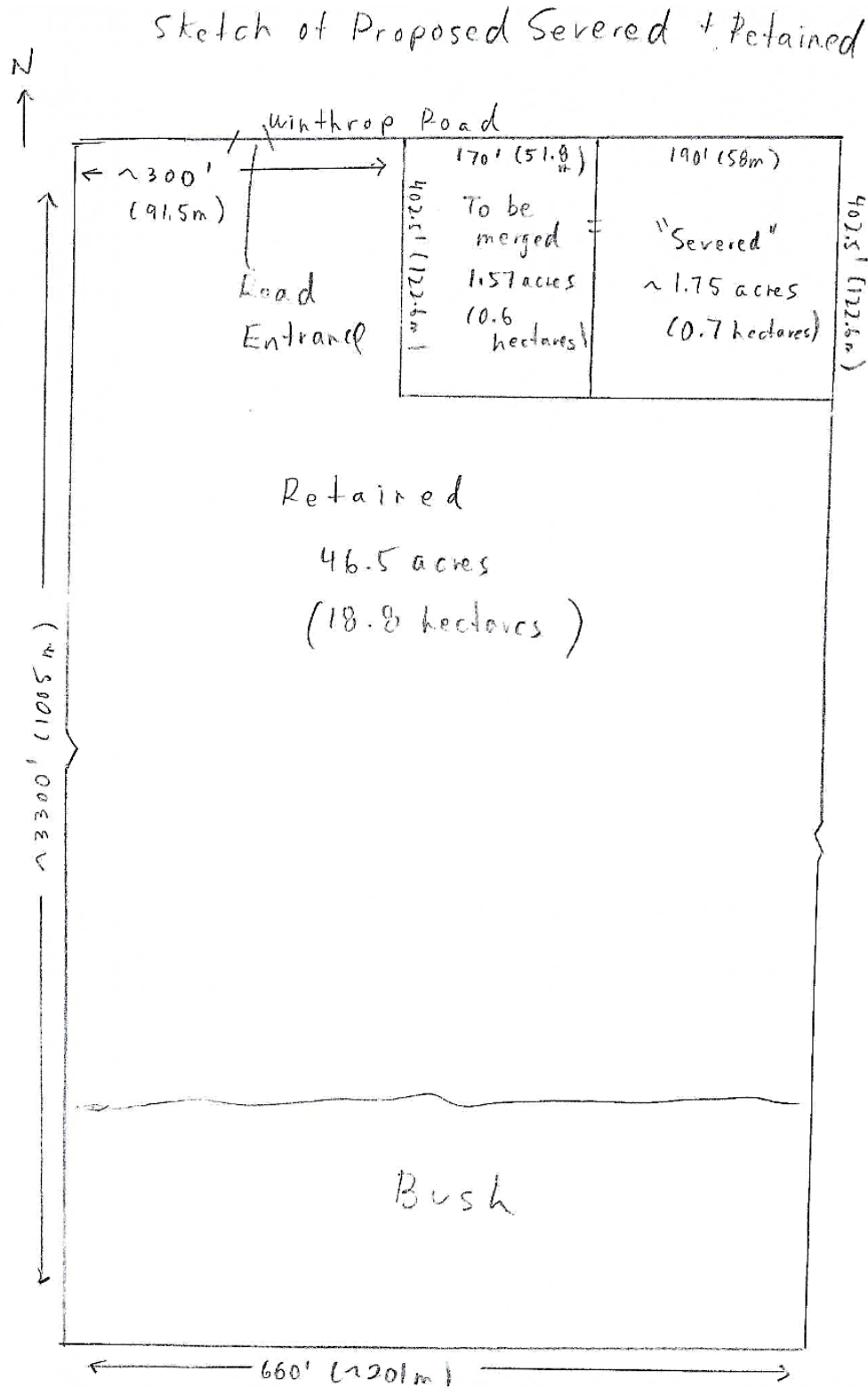
Figure 1. Aerial photo of subject property in blue (one farm to the west from the corner of Hensall Road and Winthrop Road)



Figure 2. Aerial photo of the AG4 property to which the severed lands will merge



Figure 3. Applicant sketch of the 1.75 acres to be severed, 46.5 acres to be retained and 1.57 acre neighbouring property to be enlarged.



Policy Review*Official Plan Policies*

The Huron East Official Plan provides policies for severances in the Agricultural Designation. The policies are in place to ensure that agricultural land is protected for the long term and that parcels are sized appropriately to maintain long-term protection and flexibility for agriculture. The Plan contains policies to allow for minor lot adjustments, such as what is proposed in this application. No new lots are being created as a result of this application. The new configuration results in the abutting AG4 property to be enlarged to contain the shed used by the residents of the AG4 property on wholly on their own property. The applicants have advised that the shed is used for personal needs.

The retained farmland will continue to be suitable for agriculture use and operation, including livestock (subject to MDS to the existing dwelling on the abutting AG4 property), and cash cropping.

This application conforms to the Huron East Official Plan and its consent policies for a consent in an agricultural area. As the Huron East Official Plan is in conformity with the Huron County Official Plan and PPS, this application can be considered in conformity with these policies as well.

AGENCY AND PUBLIC COMMENTS

There were no comments received from members of the public during circulation. No concerns or comments were received by Huron East staff. Each proposed parcel already have existing entrances onto the municipal roads.

CONCLUSION

The retained farmland meets the applicable Official Plan policies, allows for the continued agricultural land uses and operations, and has sufficient frontage and land space for servicing.

This application complies with the policies within the Provincial Policy Statement, Huron County and Huron East Official Plans, and therefore is recommended for approval with the recommended conditions below.

Recommended Conditions:**Expiry Period**

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).

Survey/Reference Plan

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

Merging

4. The severed land merge on title with the abutting 1.57 acres to the west upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.
A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties indicating that:
 - a) the severed land and the abutting ~1.57 acres to the west will be consolidated into one P.I.N. under the Land Titles system;
 - b) where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.
5. Section 50(3) or (5) of the Planning Act, RSO 1990, as amended, applies to any subsequent conveyance or transaction of the severed land

Zoning

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

Drainage

7. Section 65 of the Drainage Act be addressed to the satisfaction of the Municipality.

Sincerely,



Jenn Burns, Planner



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

To: The Municipality of Huron East

From: Jenn Burns, Planner

Date: September 29, 2022

Re: Consent C82-2022

Concession 13N, Part Lot 16, Former Grey Ward, Municipality of Huron East.

84086 McNabb Line

Owner/ Applicant: Joe & Sherry Kuepfer

RECOMMENDATION

That application C82-2022 be recommended for approval with the attached conditions.

PURPOSE

The purpose of the consent application is to create a new lot under the surplus farm residence severance policies. The proposed severed area is approximately 0.8 hectares (2 acres) in size and consists of a house and small shed. The proposed retained area is approximately 19.6 hectares (48.5 acres) in size and consists of vacant agricultural land. The lands are designated Agriculture and Natural Environment in the Huron East Official Plan, and zoned AG1 (General Agriculture) and NE2 (Natural Environment – Limited Protection) in the Huron East Zoning By-Law.

REVIEW

This application:

Is consistent with the Provincial Policy Statement (Section 3(5) Planning Act): **Yes**

Does not require a plan of subdivision for the proper and orderly development of the municipality (Section 53(1) Planning Act): **Yes**

Conforms with section 51(24) of the Planning Act: **Yes**

Conforms to the Huron County Official Plan: **Yes**

Conforms to the Huron East Official Plan: **Yes**

Complies with the Huron East Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance): **Yes**

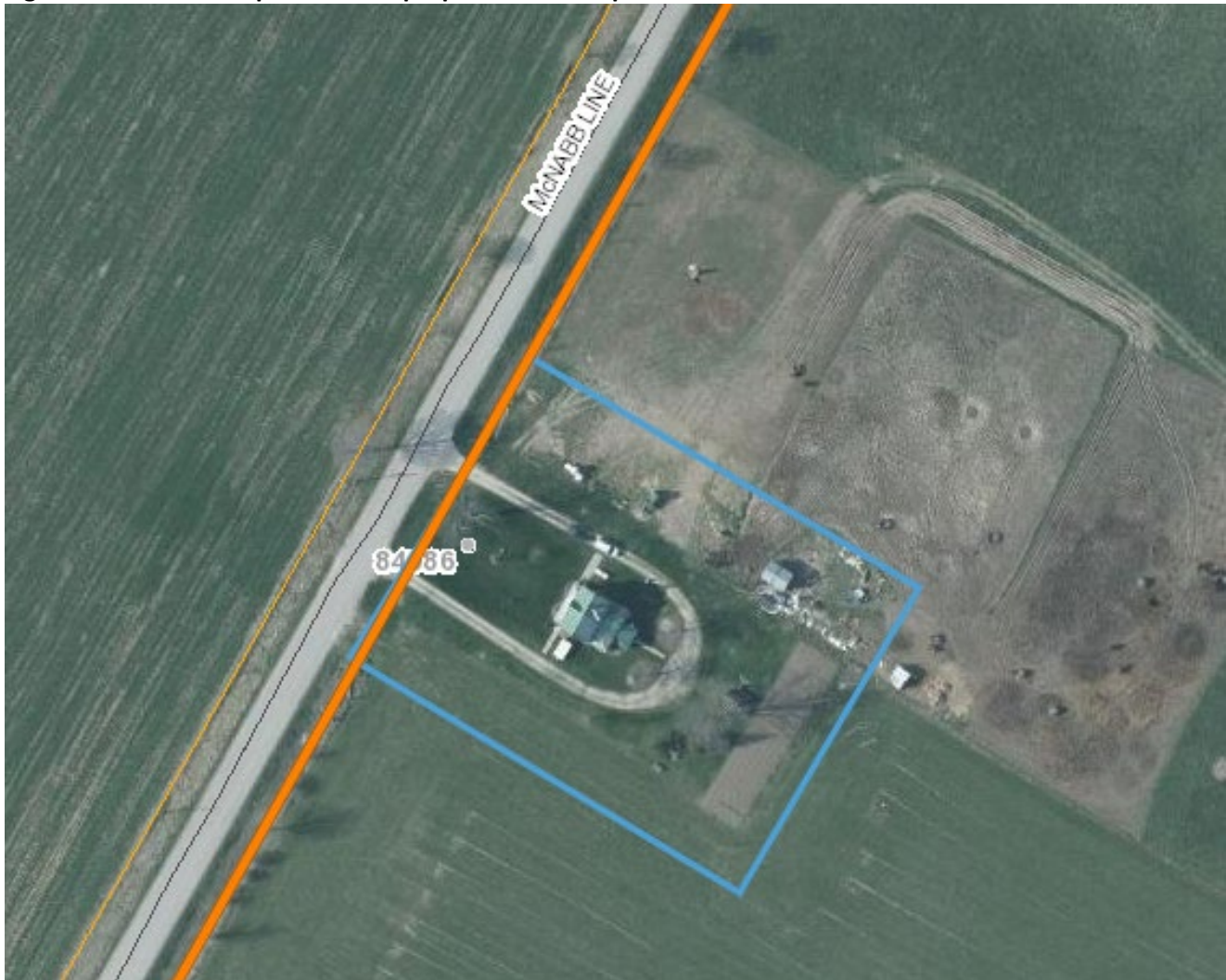
Has no unresolved objections/concerns raised (to date) from agencies or the public: **Yes**

Applications that are unable to meet all of the foregoing criteria are referred to County Council for a decision.

Figure 1. Aerial photo of subject property in orange (50 acre farm parcel on McNabb Line)



Figure 2. Aerial photo of the proposed severed parcel



Policy Review

Official Plan Policies

Section 10.3.1 of the Huron East Official Plan permits the severing of a residence that is surplus to an existing farm operation subject to certain provisions. The policy requires that the residence must be a minimum of 15 years old and deemed habitable; the construction of any new residence is prohibited in the retained parcel; and, the new lot is limited in size so as to not remove farmland from production.

The proposed consent meets the above criteria: the existing house is a minimum of 15 years old and habitable, the construction of any new residence on the retained parcel is prohibited with the automatic rezoning of the severed and retained parcels, and the area of the severed lot is kept a minimal size of 0.6 hectares (1.5 acres) needed for residential purposes and to accommodate the associated servicing of the lot.

The house is surplus to another farm dwelling owned by the purchaser (Cranbrook Farms- Joe Terpstra).

The Provincial Policy Statement, 2020 (PPS) permits the severance of a surplus farm dwelling. The PPS requires that the construction of a new residence on the retained farmland created by the severance be prohibited. This is addressed through the automatic rezoning provision in the Zoning By-law which will change the zoning on the farmland to prohibit a residence once the consent is finalized (the AG2 zone).

As a result of the review above, the consent is consistent with the PPS, and conforms to the provisions of the Huron County Official Plan, Huron East Official Plan and Huron East Zoning By-law. It is therefore recommended that this application be recommended to Huron County for approval with the conditions as follows:

AGENCY AND PUBLIC COMMENTS

There were no comments received from members of the public during circulation. No concerns or comments were received by Huron East staff.

CONCLUSION

This application complies with the policies within the Provincial Policy Statement, Huron County and Huron East Official Plans, and therefore is recommended for approval with the recommended conditions below.

Recommended Conditions:**Expiry Period**

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. If required, an entrance permit be obtained to provide access to the farmland.
4. The sum of \$750 be paid to the Municipality as cash-in-lieu of parkland.
5. The subject parcel be numbered and addressed for 911 purposes to the satisfaction of the Municipality.

Survey/Reference Plan

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

Zoning

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

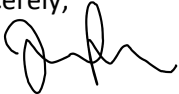
Drainage

8. If required, Section 65 of the Drainage Act be addressed to the satisfaction of the Municipality.

Notes:

The applicant is hereby advised that the severed parcel will automatically be rezoned to recognize the residential parcel (eg AG4-34) and the retained farmlands will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.

Sincerely,



Jenn Burns, Planner



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

To: The Municipality of Huron East
 From: Jenn Burns, Planner
 Date: September 29, 2022
 Re: **Consent Application File C84-2022**
 Concession 14, Lots 26 & 27, McKillop Ward, Municipality of Huron East
 (82823 North Line, Walton Ontario)
 Owner/Applicant: John McKercher for L.B. Ryan and Sons Limited

RECOMMENDATION

It is recommended that consent application C84-22 be recommended for **approval** with the attached conditions.

PURPOSE

The purpose of the consent application is to create two new lots under the surplus farm residence severance policies. The application affects property legally described as Concession 14, Lots 26 & 27, McKillop Ward, Municipality of Huron East (82823 North Line, Walton Ontario).

The proposed severed and retained parcels are:

Severed #1: Approximately 33.7 ha (83 acres) of vacant agricultural land with one shed.

Retained #1: Approximately 34.5 ha (85 acres) of vacant agricultural land.

Retained #2: Approximately 0.8 ha (2 acres) in size, containing one house and one shed.

The proposed subject lands are designated Agriculture and Natural Environment in the Huron East Official Plan and zoned AG1 (General Agriculture) and NE2 (Natural Environment Limited Protection) in the Huron East Zoning By-Law.

REVIEW

Is consistent with the Provincial Policy Statement (Section 3(5) Planning Act): **Yes**

Does not require a plan of subdivision for the proper and orderly development of the municipality (Section 53(1) Planning Act): **Yes**

Conforms with section 51(24) of the Planning Act: **Yes**

Conforms to the Huron County Official Plan: **Yes**

Conforms to the Huron East Official Plan: **Yes**

Complies with the Huron East Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance): **Yes**

Has no unresolved objections/concerns raised (to date) from agencies or the public: **Yes**

Applications that are unable to meet all of the foregoing criteria are referred to County Council for a decision.

Figure 1. 2020 Air Photo of Subject Property (severed parcel outlined in red- 83 acres of vacant farmland, retained parcel #1 outlined in blue- 85 acres of vacant farmland with a small portion of natural environment land, retained parcel #2 outlined in purple- 2 acres including a house and shed)



Figure 2. Close up air photo of the Retained land #2 outlined in purple, showing the existing house and sheds.



ADDITIONAL COMMENTS

Section 10.3.1.7 of the Huron East Official Plan permits surplus farm severances subject to a list of criteria. The existing house on the proposed retained land #2 is surplus to the needs of the farm operation (L.B. Ryan and Sons). The proposed consent meets the criteria for severing surplus farmhouses, as outlined in the Huron East Official Plan. The proposed lot size of the retained parcel #2 (the house parcel) provides sufficient space from a servicing perspective and ensures that no additional agricultural lands are included within the residential land. As such, this application conforms to the consent policies outlined in the Huron East Official Plan.

The Provincial Policy Statement, 2020 (PPS) permits the severance of a surplus farmhouse. The PPS requires that the construction of a new residence on the severed farmland be prohibited. To meet this criteria, the severed farmland will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.

AGENCY/PUBLIC COMMENTS

There were no comments or concerns received from members of the public or staff during circulation and at the time of writing this report. Comments received from the Huron East Building Inspector are included in the recommended condition for septic inspection.

As a result of the review above, this application is consistent with the PPS, conforms to the provisions of the Huron County Official Plan, Huron East Official Plan and Huron East Zoning By-law. It is recommended that the subject application be recommended for approval with the conditions outlined below:

Recommended Conditions

Expiry Period

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. The sum of \$1500 be paid to the Municipality as cash-in-lieu of parkland.
4. If required, the subject lands be addressed for 911 purposes to the satisfaction of the Municipality.

Survey/Reference Plan

5. Provide to the satisfaction of the County and the Municipality:
 - a) a survey showing the lot lines for retained parcel #2, and the location of any buildings thereon, and
 - b) a reference plan based on an approved survey for retained parcel #2;
 - c) a survey showing the lot lines for the severed land and a reference plan based on an approved survey for the severed parcel

OR

alternatively with the agreement of the County, the solicitor acting for the parties to provide to the County a registerable description of the severed & retained parcel acceptable to the Land Registrar.

Zoning

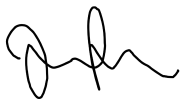
6. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.

Septic

7. Applicant to provide a letter from a licensed contractor advising that the septic tank on retained parcel #2 was pumped and is functioning properly, to the satisfaction of the Municipality.

Notes:

The applicant is hereby advised that the retained "2" parcel containing the house will automatically be rezoned to recognize the residential land use (eg AG4-34) and the severed farmland will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.



Jenn Burns, Planner

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, CAO
Date: October 4, 2022
Subject: Rural Talks to Rural 2022 Youth Scholarship

Recommendation:

That the Council of the Municipality of Huron East provide \$2,500 one-time contribution towards youth scholarships to attend the Rural Talks to Rural 2022 Conference;

And that the amount be funded from the Economic Development Program Expense budget.

Background:

Rural Talks to Rural (R2R) is a biannual conference with a strong rural focus. R2R brings rural folks from across the County, across the Country and beyond our borders, to share ideas. The belief is that a good idea in Kings County, Nova Scotia can also be a good idea in Clinton, Ontario, or in the Cypress Hills of Saskatchewan, or in any other rural community.

This year the Rural Talks to Rural conference is being held at the Brussels Four Winds Barn and the Municipality of Huron East is the host municipality.

The overall theme for R2R22 is Rural Today/Rural Tomorrow – exploring where we are at now and what a roadmap to the future could look like. The gathering will see people from different disciplines, different walks of life and people who will participate in breaking down the silos that can sometimes isolate us. And as we develop a deeper empathy, we will come to see that we are not so different and that we are, for certain, in this together – from where we live, to how we feel, to how we continue to survive in this ever-evolving world.

Each day unfolds with presentations, workshops, and breakout sessions, with everything being viewed through the Rural Today/Rural Tomorrow lens.

Highlights of the R2R22:

- Day 1
 - Rural Wellbeing in partnership with Gateway Centre of Excellence in Rural Health
 - Afternoon sampling of local breweries and wineries during the “Junkfood Pairing”

- Day 2
 - Accessible/Attainable/Affordable Housing in partnership with Huron County and the Rural Ontario Institute;
- Day 3
 - Climate and Community in partnership with the BC Emergency Managers for Recovery
 - Evening entertainment featuring Juno and Maple Blues Award winning artist Al Lerman and his Trio
- Day 4 (1/2 day)
 - Future Considerations in conjunction with the folks at Rural on Purpose
 - First R2R Market with local produce and producers on hand, perhaps a popup bookstore or two, with a local storyteller corner – the R2R Market is open to conference delegates and to the public.

Participants can purchase tickets for the full conference (\$375), day tickets (in-person) (\$175), or virtual (\$375).

In an effort to encourage participation with youth or young adults the organizers offer R2R Youth Scholarships in partnership with the University of Guelph and are asking Huron East to contribute \$2500 to fund the R2R Youth Scholarships. These scholarships will be offering a full coverage grant for R2R to 15 individuals between the ages of 15-25.

Financial Impacts:

The cost would be drawn from the Economic Development Program Expense budget.

Signatures:

Brad McRoberts (Original Signed)

Stacy Grenier (Original Signed)

Brad McRoberts, MPA, P. Eng., CAO

Stacy Grenier, CPA, Director of Finance

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, CAO
Date: October 4, 2022
Subject: Huron East/Seaforth Community Development Trust Land Transfer Agreement

Recommendation:

That the Council of the Municipality of Huron East consider the by-law to authorize the Mayor and Clerk to execute the Memorandum of Agreement Between Trustees of the Huron East/Seaforth Community Development Trust and Corporation of the Municipality of Huron East regarding the transfer of property known as the former CCAC Building and surrounding lands.

Background:

There is a relatively long history related to the lands and buildings occupied by the former Community Care Access Centre (CCAC) operation and the Seaforth Family Health Team.

The Huron East/Seaforth Community Development Trust owned lands legally described as Concession 1, Lot 24, Former McKillop Township Registered Plan 22R4906, hereafter referred to as the Lands, and had constructed a 9,000 square foot building that was subsequently leased to the CCAC.

In 2008, the Municipality of Huron East and the Huron East/Seaforth Community Development Trust entered into an agreement to transfer the lands from the Huron East/Seaforth Community Development Trust to the Municipality of Huron East to facilitate the construction of the Seaforth Family Health Team building. The intent was to provide lands for the construction of the Family Health Team building.

After the pandemic, the CCAC terminated their lease earlier this year. The Huron East/Seaforth Community Development Trust has been marketing for a new tenant and is considering the option to sell the building. Being that the land and building is owned by the Municipality, they are requesting that the municipality sever the lands and transfer ownership of the former CCAC building and surrounding lands to the Huron East/Seaforth Community Development Trust. Figure 1 provides a conceptual layout of how the lands could be severed. Easement rights would need to be established for any common servicing elements, including all common services, entrances and parking areas. It should be noted that the following issues are apparent with respect to a severance as illustrated on Figure 1:

1. Lands between the former CCAC building and Centennial Drive are used for passive stormwater retention and this common shared use needs to be preserved;
2. The HVAC unit for the former CCAC building overlap and extends beyond the west building wall of the Family Health Team building and may present some challenges. If not relocated an easement will be required;
3. Due to the proximity of the two buildings from each other there will need to be consideration of a minor variance on the setback requirements for the rear/front yards of the severed/retained parcels.

The following are terms have been incorporated into the agreement to transfer the lands and building of the former CCAC to the Huron East/Seaforth Community Development Trust:

- an appropriate amount of funds be provided to the Municipality of Huron East to resurface the entrance and parking lot as it is at a point where resurfacing is required. Including this request will avoid difficulty with any prospective future owner in funding the cost of the resurfacing immediately after any sale of the land
- Huron East/Seaforth Community Development Trust agree to provide an option for the Municipality of Huron East to pay in full the remainder of the outstanding debenture with no financial penalty at a time of the Municipality's choosing;
- the Municipality should be provided first right of refusal to purchase the lands should the Huron East/Seaforth Community Development Trust opt to consider selling the lands and building;
- All costs related to the transaction, including but not limited to legal, surveying, fees, etc., should be paid for by the Huron East/Seaforth Community Development Trust.
- Easements:
 - Storm;
 - Water;
 - Sewer;
 - Parking;
 - Access;
 - Electrical; and
 - Telecommunications.
- Maintenance:
 - Grass; and
 - Snow removal.
- Huron East/Seaforth Community Development Trust would be responsible for applying for any planning applications related to the transfer.

Financial Impacts:

If Council was to support the transfer of the "CCAC lands & building" there would be no direct financial implication to the municipality. Depending on the proposed future use of

the building, there could be municipal tax implications to the if the property is used for purposes that are not included as uses exempt from municipal taxation.

Signatures:

Brad McRoberts (Original Signed)

Stacy Grenier (Original Signed)

Brad McRoberts, MPA, P. Eng., CAO

Stacy Grenier, CPA, Director of Finance

Attachments:

1. [By-Law 2008-08](#) – Memorandum of Agreement between the Trustees of the Huron East/Seaforth Development Trust and the Corporation of the Municipality of Huron East
2. [Figure 1](#)
3. [32 Centennial Drive Servicing Layout](#)
4. [Memorandum of Agreement Between Trustees of the Huron East/Seaforth Community Development Trust and Corporation of the Municipality of Huron East](#) – Re: Transfer of Lands

THE CORPORATION

OF THE

MUNICIPALITY OF HURON EAST

BY-LAW NO. 8 FOR 2008

I, Jessica Noy, Clerk
of the Municipality
certify this as a
true copy.
J. Noy

Being a by-law to authorize the signing of a Memorandum of Agreement between the Corporation of the Municipality of Huron East and the Trustees of the Huron East/Seaforth Community Development Trust.

WHEREAS the Trust desires to transfer to the Municipality the lands legally described as Part Lot 24, Concession 1, McKillop, designated as Part 1 Plan 22R4906, Municipality of Huron East (the "Lands");

AND WHEREAS, on the Lands is currently situated an existing one storey building shown on the site plan attached hereto as Schedule A (the "Site Plan") as the "Existing One Storey Building" (the "CCAC Building");

AND WHEREAS, the Municipality is desirous of erecting a new one storey building shown on the Site Plan as the "New One Storey Building" (the "FHT Building");

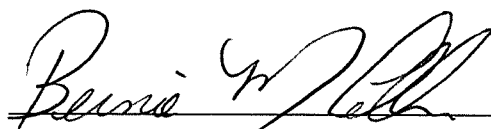
AND WHEREAS, the Trust and the Municipality are desirous of establishing their mutual obligations and responsibilities regarding the Lands, the CCAC Building, and the FHT Building;

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

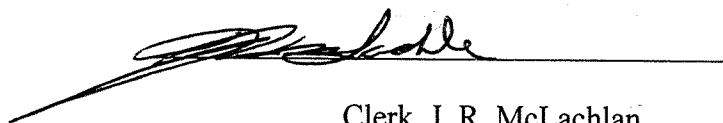
1. That the Deputy Mayor and the Clerk be and are hereby authorized and instructed to execute on behalf of the Corporation of the Municipality of Huron East a Memorandum of Agreement between the Corporation of the Municipality of Huron East and Trustees of the Huron East/Seaforth Community Development Trust. A copy of said Agreement is attached.

READ a first and second time this 8th day of January 2008.

READ a third time and finally passed this 5th day of February 2008.



Deputy Mayor, Bernie MacLellan



Clerk, J. R. McLachlan

MEMORANDUM OF AGREEMENT

made in duplicate as of the _____ day of _____, 2008.

BETWEEN:

TRUSTEES OF THE HURON EAST/SEAFORTH COMMUNITY DEVELOPMENT TRUST

hereinafter called the "Trust"

- and -

CORPORATION OF THE MUNICIPALITY OF HURON EAST

hereinafter called
the "Municipality"

WHEREAS the Trust desires to transfer to the Municipality the lands legally described as Part Lot 24 Concession 1, McKillop, designated as Part 1 Plan 22R-4906, Municipality of Huron East (the "Lands");

AND WHEREAS, on the Lands is currently situated an existing one storey building shown on the site plan attached hereto as Schedule A (the "Site Plan") as the "Existing One Storey Building" (the "CCAC Building");

AND WHEREAS, the Municipality is desirous of erecting a new one storey building shown on the Site Plan as the "New One Storey Building" (the "FHT Building");

AND WHEREAS, the Trust and Municipality are desirous of establishing their mutual obligations and responsibilities regarding the Lands, the CCAC Building, and the FHT Building;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

1. TRANSFER OF LANDS

That the Trust shall gift the Lands to the Municipality by transfer / deed on or before 5:00 p.m. on the 31st day of _March, 2008.

2. CCAC BUILDING REPAIR AND MAINTENANCE

That the Trust shall, at its own expense, and to the standards of a first-class commercial building, repair and maintain the CCAC Building and the portion of the parking areas on the Lands adjacent to the CCAC Building shown on the Site Plan as the "CCAC Parking Area".

3. OPERATION OF THE CCAC BUILDING

- (a) That the Trust shall, at its own expense and subject to any terms of this Agreement, operate the CCAC Building as a Professional Office, as defined in the Municipality of Huron East Zoning By-Law 52-2006, provided that the Trust shall not operate, lease or grant a right to use all or any part of the CCAC Building for any purpose other than for a Professional Office, as herein defined, without the prior written consent of the Municipality. Any entrance into any agreement, leasing or granting of any such right to operate for a purpose other than a Professional Office without the prior written consent of the Municipality is void ab initio.

- (b) That in operating the CCAC Building, the Trust shall insure the CCAC Building to its full replacement value against damage from insured perils, including but limited to damage from fire. In the event that the Trust does not or is unable to obtain the insurance coverage as provided for herein then the Municipality shall have the right to insure the CCAC Building on the same terms and the Trust shall reimburse the Municipality for the premiums incurred.
- (c) The Trust has full and unfettered discretion to manage the operation of the CCAC Building, subject to Paragraph 3(a) and (b) above. All revenues generated from the operation of the CCAC Building are the property of the Trust and, subject to the constituting documents of the Trust, may be utilized by the Trust in its full discretion.

4. **PAYMENT ON TRANSFER / DISPOSITION**

That the Municipality shall upon any transfer or other disposition by the Municipality of that part of the Lands on which is situated the CCAC Building, pay the Trust that proportion of the net proceeds of any such transfer or disposition (net proceeds to be equal to the gross sale proceeds less payment of legal costs, real estate commission and land transfer expenses directly related to such transfer or disposition) equal to that proportion the Trust's undepreciated capital cost ("UCC") of the CCAC Building and the UCC of any improvements that the Trust has made to the Lands (the "**Trust's Total UCC**") is of the sum of the Municipality's UCC of any and all improvements the Municipality has made to the Lands, including but not limited to the UCC of the FHT Building, and the Trust's Total UCC.

Provided that in the event that after such payment the full amount of the Trusts's Total UCC has not been paid in full to the Trust and the Municipality continues to own any part of the Lands, the Municipality shall remain obligated to pay the Trust in a like manner on ANY transfer or disposition of the Lands, until such time that the Trust has been paid by the Municipality, in aggregate, an amount equal to the Trust's Total UCC.

5. **FHT BUILDING**

That the Municipality intends to erect the FHT Building on the Lands and that upon the completion of the FHT Building, that the FHT Building will be utilized by the Municipality as a Professional Office, as herein defined.

6. **PAYMENT OF OPERATING DEFICIT**

- (a) That upon the commencement of the operation of the FHT Building, the date of commencement of operation being defined as the date that the first tenant or user of the FHT Building takes possession of any part of the FHT Building (the "**Commencement Date**"), the Trust shall reimburse the Municipality, on an annual basis on the 120th day after each and every anniversary of the Commencement Date, the lesser of:
 - i) Fifty (50%) percent of the Annual Operating Deficit of the FHT Building (as herein defined); and
 - ii) Fifty Thousand (\$50,000) Dollars.
- (b) For the purposes of this Agreement the **Annual Operating Deficit of the FHT Building** shall be defined as follows:
 - i) Total compensation received by the Municipality from any source whatsoever for the lease, rental or use of all or part of the FHT Building and any part of the Lands (save and except for any compensation for the CCAC Building); such compensation to include but not be limited to any funding or cost sharing received by the Municipality from any level of government or any government agency or board (but not to include any funding received from any level of government for the construction of the FHT Building) and rent for any part of the FHT Building or the Lands from any party, person, government, government agency or board;

LESS:

ii) The following annual costs of operating the FHT Building:

- (A) All utility expenses of the FHT Building, including but not limited to hydro, gas, telephone, water, sewer and internet expenses incurred by the Municipality;
- (B) All property insurance costs, including but not limited to property damage insurance and any liability insurance that is required to be carried by the Municipality in addition to its existing liability insurance coverage by reason of the FHT Building;
- (C) Payment of principal and interest for any debts, debentures or liabilities incurred by the Municipality for the sole reason of the operation or the construction of the FHT Building;
- (D) Payment of any landscaping and snow removal costs for the FHT Building and that portion of the parking areas on the Lands adjacent to the FHT Building shown on the Site Plan as the "FHT Parking Area" (**the "FHT Parking Area"**), and in this regard, the Municipality may reasonably allocate a portion of any total annual landscaping or snow removal costs it incurs to the FHT Building and the FHT Parking Area; save and except any costs incurred by the Municipality that is paid to any of the Municipality's employees; and
- (E) Repairs, cleaning, maintenance and capital improvements to the FHT Building and FHT Parking Area; such repairs, cleaning, maintenance and capital maintenance to exclude any expansion of the gross floor area of the FHT Building.

(the "Annual Operating Deficit")

- (c) The Municipality shall supply the Trust with a monthly statement of the monthly operating deficit of the FHT Building on the 15th day following the end of each and every month. The Municipality shall also provide the Trust with the Municipality's calculation of the Annual Operating Deficit on or before the 60th day following each and every anniversary of the Commencement Date. The Trust shall have thirty (30) days from the delivery of such calculation to review the calculation and to provide for any adjustments it feels are required to the Annual Operating Deficit.

7. FHT BUILDING REPAIR AND MAINTENANCE

That the Municipality shall repair and maintain, at its own expense, subject to the provisions of this Agreement, and to the standards of a first class commercial building, the FHT Building and the FHT Parking Area.

8. SNOW REMOVAL / LANDSCAPING

That the Municipality shall be responsible for arranging and completing the landscaping and snow removal for the FHT Parking Area and that the Trust shall be responsible for arranging and completing the landscaping and snow removal for the CCAC Parking Area, unless otherwise agreed to in writing by the parties hereto.

9. REPAIRS TO PARKING LOTS

That the Municipality shall complete any repairs required to be made to the parking lots of the Lands, including but not limited to the CCAC Parking Area, by reason of the construction of the FHT Building; such repairs to be the sole expense and responsibility of the Municipality.

10. ARBITRATION

That in the event of a disagreement arising from or regarding this Agreement, any disagreement shall be submitted to arbitration. Either party may provide notice to the other of its desire to arbitrate any disagreement. Within fifteen (15) days of such notice, the parties shall mutually select an independent arbitrator. If the parties cannot agree on the identity of the arbitrator, the party initiating the dispute shall select an arbitrator and give notice of such selection. Upon receipt of such notice the other party / parties to the dispute shall select another arbitrator and

give notice of such selection within thirty (30) days of receipt of the original notice. Those two arbitrators will in turn select a third arbitrator within thirty (30) days of the selection of the last of the two original arbitrators. The disagreement shall then be submitted to the arbitration of the three arbitrators. Any decision rendered by the independent arbitrator or by a majority of the three arbitrators, as the case may be, will be binding on all parties. The cost of the arbitration will be borne equally by the parties to the arbitration.

11. INSURANCE

That the CCAC Building shall be and remain until completion of the transfer at the risk of the Trust. Pending completion, the Trust shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear.

12. TERM AND RENEWAL

That this Agreement shall be for an initial term to expire on the fifth (5th) anniversary of the Commencement Date, provided that this Agreement, **including** the Trust's obligation to reimburse the Municipality for the Annual Operating Deficit, shall automatically renew on the same terms and conditions as contained herein for an additional five (5) year term on said fifth (5th) anniversary and every five (5) years thereafter, unless the Trust delivers notice in writing to the Municipality not less than ninety (90) days prior to the expiration of any such term of its desire to terminate this Agreement. By terminating this Agreement, the Trust will waive all such rights to be paid in accordance with Paragraph 4 of this Agreement. Such termination will not release any party from its obligation to make any payments that have accrued as of the date of such termination.

MISCELLANEOUS

13. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Trust and the Municipality. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
14. All terms of this Agreement shall survive and not merge on the closing of the transfer of the Lands from the Trust to the Municipality.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties of the First Part have hereunto set their hands and seals and the Party of the Second Part has affixed its Corporate Seal duly attested by the hand of its proper officer duly authorized in that behalf.

Janine Andrews

Janine Andrews

Janine Andrews

Janine Andrews

Janine Andrews

Janine Andrews

Janine Andrews

TRUSTEES OF THE HURON EAST/SEAFORTH
COMMUNITY DEVELOPMENT TRUST

Per:

Luke Janmaat

Gerald van den Hengel

William Teall

Maureen Agar

James F. Sills

Robert Fisher

Joe Steffler

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Per:

Mayor - Joseph Seili

Clerk Administrator - J. R. McLachlan

We have the authority to bind the Corporation.

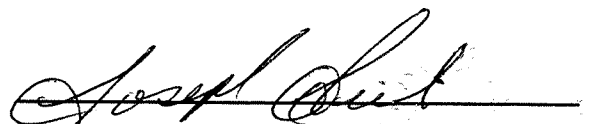
By-Law No. 29-2008
Amendment – Section 6 to the Memorandum of Agreement
Authorized by By-Law 8-2008

That the Memorandum of Agreement authorized by By-Law No. 8-2008 be amended to include the following section:

6.1 Annual Operating Surplus

“The Municipality and the Trust agree that in the event in any given year during the term of this Agreement there is not an Annual Operating Deficit, i.e. that there is a surplus from the operation of the FHT Building (the “Annual Operating Surplus”), the Annual Operating Surplus for any such year shall be distributed as follows:

- (c) Firstly, the Municipality and the Trust shall be reimbursed pro-rata their share of any amounts they have contributed to the accumulated Annual Operating Deficit, until such time that such accumulated Annual Operating Deficit is equal to zero; and
- (d) Secondly, that the remaining amount of any Annual Operating Surplus shall be set aside as a reserve to be applied to future Annual Operating Deficits. In this regard, in the event there is any amount held in such reserve and in any such year there is an Annual Operating Deficit, the reserve shall be applied to reduce the Annual Operating deficit to zero.”


Mayor, Joseph Seili


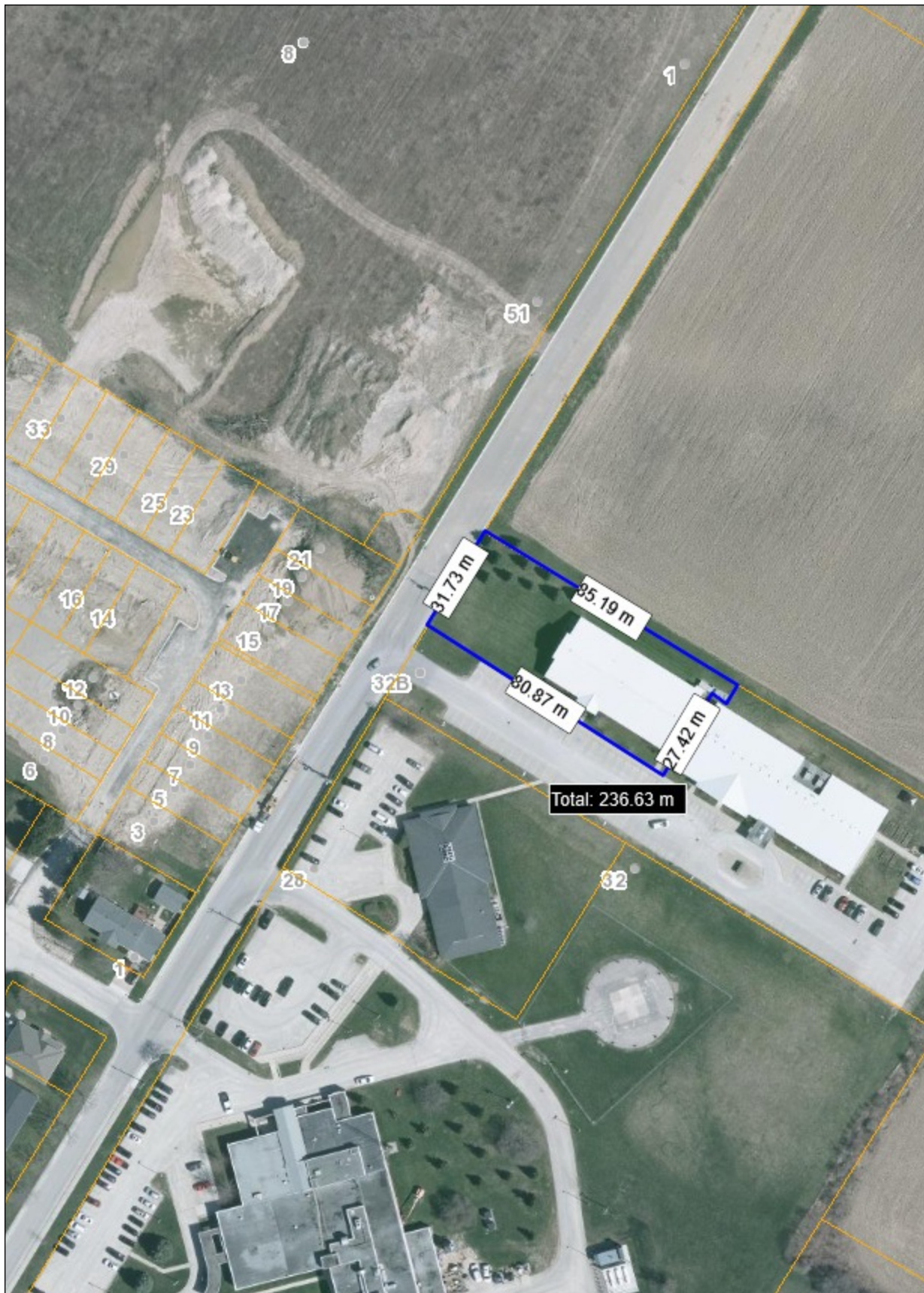

Clerk, J. R. McLachlan

Figure 1



Legend

- Parcel Fabric - Secure
- 911 Address
- Municipal Boundary
- County Boundary

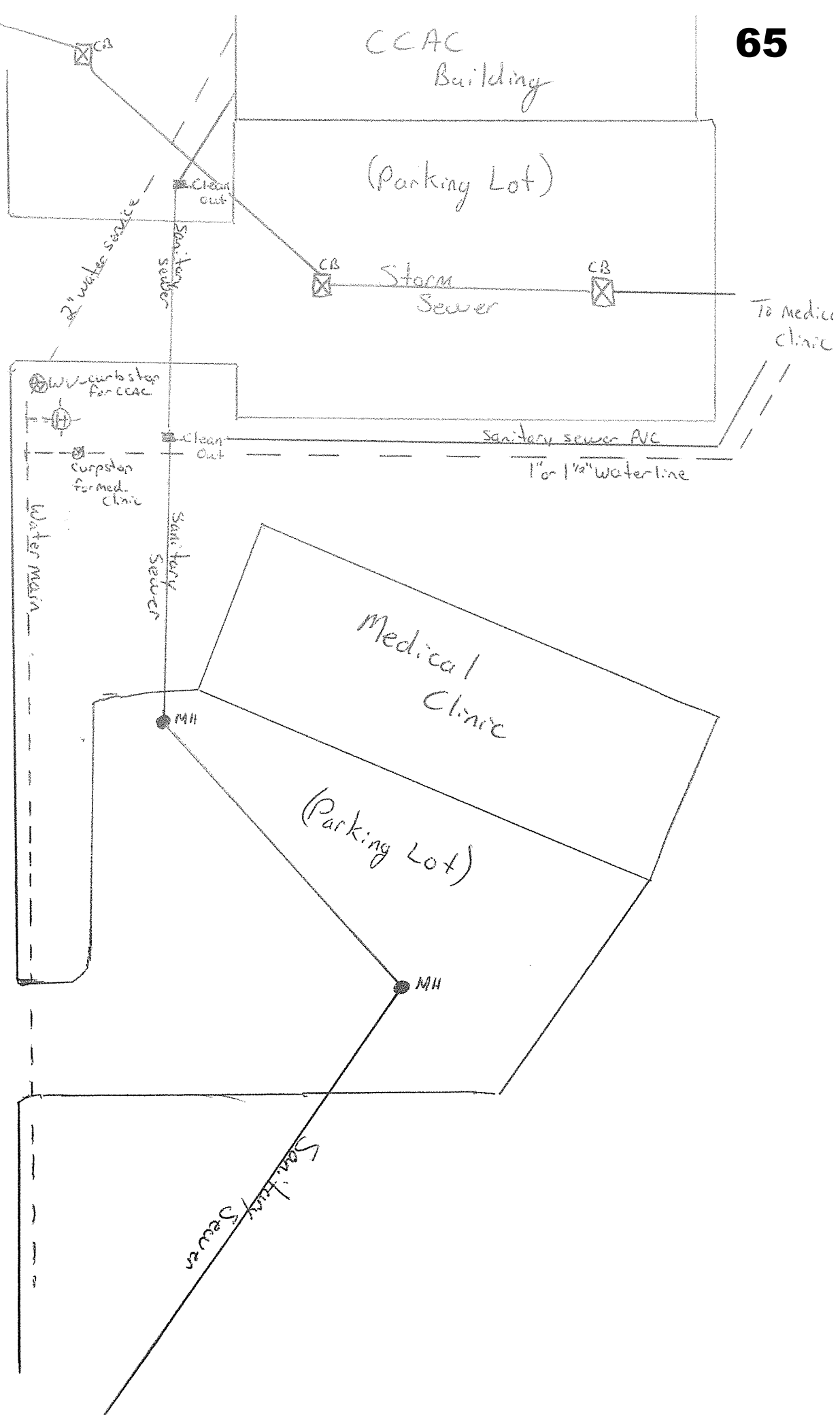
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Notes

114.7 0 57.33 114.7 Meters

Centennial Drive



MEMORANDUM OF AGREEMENT

made in duplicate as of the day of , 2022.

BETWEEN:

TRUSTEES OF THE HURON EAST/SEAFORTH COMMUNITY DEVELOPMENT TRUST

hereinafter called the "Trust"

- and -

CORPORATION OF THE MUNICIPALITY OF HURON EAST

hereinafter called
the "Municipality"

WHEREAS the Municipality was transferred lands by the Trust legally described as Part Lot 24 Concession 1, McKillop, Part 1 Plan 22R-4306, Municipality of Huron East (the "**Overall Property**") as October 24, 2008 to be held on the terms of a Memorandum of Agreement, a copy of which is hereto attached as Schedule A (the "**2008 Agreement**");

AND WHEREAS, the Trust and Municipality are desirous of terminating the 2008 Agreement and transferring part of the Overall Property shown on the sketch hereto attached as Schedule B (the "**Severed Property**") back to the Trust;

AND WHEREAS, the Municipality shall obtain the balance of the Original Property (the "**Retained Property**");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

1. TRANSFER OF SEVERED PROPERTY

That the Municipality shall transfer the Severed Property to the Trust by transfer/deed on or before 5:00 p.m. on the 14th full day following satisfaction of the conditions in paragraph 2 below, for no consideration, save and except as set out herein.

2. CONDITIONS OF CLOSING

The completion of the transactions hereunder are conditional on the following:

- (a) The completion and registration of a reference plan to describe the Severed Property, Retained Property and any easements granted hereunder.
- (b) The expiration of any appeal periods for any zoning by-law amendment or minor variance required to recognize any deficiencies in the size, side yards, front yard, rear yard setbacks or parking space requirements for the Severed Property or Retained Property which would be caused by the closing of this transaction under the Municipality of Huron East Zoning By-Law.

The above conditions shall be satisfied on or before 5:00 pm on April 15, 2023, evidenced by delivery of written notice on the Municipality by the Trust, failing which this Agreement shall be null and void.

3. EASEMENTS

That the Municipality shall grant the following easements to the Trust over parts of the Retained Property to benefit the Severed Property and the Trust's successors on title:

- (a) An easement over that part of the Retained Property shown on Schedule B as a right of way, in common with the owner of the Retained Property for vehicles and persons to access the Severed Property (the **"Right of Way"**);

The sharing of the costs of snow removal, landscaping on maintaining, repainting, repairing, repaving and resurfacing the Right of Way are set out in paragraph 3 below. The time of such maintenance, repair, repaving and resurfacing shall be at the sole discretion of the Municipality.

- (b) An exclusive easement over that part of the Retained Property shown on Schedule B as a parking lot for parking of vehicles by the owner and users of the Severed Property (the **"Trust Parking Lot"**);

The sharing of the costs of maintaining, repairing, repaving and resurfacing the Trust Parking Lot are set out in paragraph 3 below. The time of such maintenance, repair, repaving and resurfacing shall be at the sole discretion of the Municipality.

- (c) An easement over that part of the Retained Property shown on Schedule B as a service easement for municipal water and sewer lines that service any buildings on the Severed Property (the **"Services Easement"**).

The Municipality agrees not to build, erect, place or allow any buildings, fences or structures of any nature whatsoever to be placed on the Services Easement, save and except for paving and parking bumpers and signs. In the event that the said water and sewer lines need to be replaced, relocated, reconstructed, repaired or serviced, the Trust may do so at their discretion, provided that the costs of restoring the surface of the Services Easement to its condition prior to such replacement, relocation, reconstruction, repair or service, including repaving, resurfacing and replacing parking bumpers and signs shall be paid by the Trust, subject to restoration of any

buildings, fences or structures placed on the Services Easement in contravention of the foregoing provision, the cost of which shall be borne by the party who placed such on the Services Easement.

The above easements shall be drafted on terms acceptable to both the Trust and the Municipality and registered on title to the Severed Property and the Retained Property.

4. PARKING LOT

Further to the granting of the easement in Paragraph 3 above, the Trust shall pay 40% of the overall costs of repainting, repairing, repaving, resurfacing, landscaping, maintaining and removing snow from the area marked as the Right of Way, The Trust Parking Lot and the Family Health Team Parking Lot on the sketch hereto attached as Schedule B.

In this regard the Municipality confirms that it intends to resurface or repave the Right of Way, The Trust Parking Lot and the Family Health Team Parking Lot within the next three years. The Trust agrees to such resurfacing or repairing and agrees to pay 40% of the total of all such costs.

The Trust shall pay \$50,000.00 to the Municipality, in advanced, or completion of the transfer of the Severed Property to be held in trust by the Municipality to pay for 40% of such repairing or resurfacing. Upon completion of same the Municipality shall provide invoices to the Trust to the costs of same, pay itself from such \$50,000 and reimburse the balance of such funds, if any to the Trust. In the event that 40% of such costs is in excess of \$50,000.00 the Trust shall pay such additional amount to the Municipality forthwith upon presentation of the said invoices.

The parties hereby acknowledge and agree that the Municipality shall place the deposit in an interest bearing trust account and the Municipality shall add any interest it earns or receives on the deposit to the interest bearing trust account at the time of the usage. Any excess funds at the time of usage will be reimbursed to the Trust.

All decision as to the cost of such work, the scope of work completed and contractors hired to complete such work shall be in the sole discretion of the Municipality.

These provisions shall be added to the terms of the easements set out in Paragraph 3 and shall be binding on successors in title to both properties.

5. COSTS

The Trust shall pay all costs of obtaining and registering a survey of the Severed Property, the Retained Property, the Right of Way, Trust Parking Lot and preparing and registering transfers, rights of first refusal and easements and any zoning by-law amendment or minor variance costs required to complete the above transfer of the Severed Property required under this Agreement.

6. CONDITION OF BUILDING AND SEVERED PROEPRTY

The Trust confirms that it is being transferred the Severed Property and the building and improvements thereon on an as is/where is basis without representation or warranty from the Municipality whatsoever, including the environmental condition of the said property and building, the ability to rezone the Severed Property for any future use or the condition of the building on the Severed Property. The Trust acknowledges that depending on the location of the lot lines of the Severed Property that a minor variance or zoning by-law amendment may be required to recognize

any side yard, front yard or rear yard deficiencies. The cost of obtaining any such variance or amendment shall be the sole cost of the Trust. The Municipality agrees that it will sign such further documentation required to obtain said approvals.

7. RIGHT OF FIRST REFUSAL

The Trust agrees to grant the Municipality a right of first refusal on the Severed Property on the following terms:

(a) In the event that the Trust receives an offer to purchase the property that it is willing to accept, the Trust shall provide a copy of the offer to the Municipality (the “**Offer**”).

(b) The Municipality shall have until 5:00 pm on the twentieth (20th) full day following delivery of the Offer to provide notice in writing to the Trust that it will purchase the Severed Property on the same terms as the Offer (the “**Notice**”).

(c) Upon delivery of the Notice, the Notice shall be deemed a binding agreement of purchase and sale on the terms of the Offer and the Municipality shall purchase the Severed Property on the terms of the Offer.

(d) In the event that the Municipality fails to serve the Notice within the time period stated herein and the Trust completes the sale of the Severed Property pursuant to the Offer this right of first refusal shall be null and void. In the event that the Trust fails to complete the sale of the Severed Property in accordance with the terms of the Offer than this right of first refusal shall remain in full force and effect.

(e) In the event that the Municipality fails to complete the purchase of the Severed Property after delivery of the Notice, such failure being the fault of the Municipality this right of first refusal shall be null and void. In the event the said sale fails to be completed by fault of the Trust, this right of first refusal shall remain in full force and effect.

The above right of first refusal shall be drafted on terms acceptable to both the Trust and the Municipality and registered on title to the Severed Property.

8. DEBENTURE

As a condition of the completion of the transactions hereunder, the Trust and Municipality agree to amend the terms of the debenture between the Trust and Municipality dated January 29, 2009 in the original principal amount of \$250,000 to allow the Municipality to repay the principal of the debenture in whole or in part at any time or time without penalty, notice or bonus.

MISCELLANEOUS

9. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Trust and the Municipality. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

10. All terms of this Agreement shall survive and not merge on the closing of the transfer of the Severed Property from the Municipality to the Trust.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties of the First Part have hereunto set their hands and seals and the Party of the Second Part has affixed its Corporate Seal duly attested by the hand of its proper officers duly authorized in that behalf.

)	TRUSTEES OF THE HURON EAST/SEAFORTH
)	COMMUNITY DEVELOPMENT TRUST
)	Per:
)	
_____)	_____
)	
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_____)	_____
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)	

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST
Per:

Mayor – Bernie MacLellan

Clerk – Jessica Rudy

We have the authority to bind the Corporation.



1: 1,128

Legend

- Parcel Fabric - Secure
- 911 Address
- Municipal Boundary
- County Boundary

Notes

57.3 0 28.66 57.3 Meters

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: October 4, 2022
Subject: Employee Handbook Modification - E.2 Pay Grid

Recommendation:

That Council of the Municipality of Huron East approve the amendment to the Municipality of Huron East's Employee Handbook - E.2 Pay Grid as presented.

Background:

The Municipality of Huron East's Employee Handbook, Pay Grid (Section E.2) currently does not suit the annual budget process. Section E.2 defines how the Personnel Committee and/or Council can review the pay grid and allocate cost of living increases for staff wages. It currently authorizes the Personnel Committee to authorize the cost of living increase for wages up to the Ontario Consumer Price Index for the twelve (12) month period ending in October. This index figure is typically not available until the latter part of November of each year. As budget processes start in August of each year and Senior Management presents the budget to Council as early as October the current date of "October" does not align with the advanced timing of the budget process.

Staff are recommending that the language be modified to state:

“...to the Ontario Consumer Price Index for the twelve (12) month period ending August.”

A copy of the revised section E.2 Pay Grids is provided in Attachment 1.

This change would permit staff to obtain direction from the Personnel Committee in sufficient time to prepare the budget.

Others Consulted: Executive Assistant/Payroll, Director of Finance.

Financial Impacts: None directly related to the policy change.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.

CAO

Attachments:

[Attachment 1](#) – Revised Section E.2 Pay Grid – Employee Handbook

2. Pay Grid

A pay schedule of each full time position is available at the Municipal Office. The schedule and annual increments should be reviewed annually by the Personnel Committee. The Personnel Committee is authorized to grant a cost of living increase equal to the Ontario consumer price index for the twelve (12) month period ending August.

Any increase over and above this index is conditional on approval by Council.

Part-time employees who remain in the same job classification and/or grid level, upon completion of the equivalent full-time hours for a year's service, will be eligible to be moved across the grid one step for each year of equivalent full-time employment, conditional on a satisfactory performance evaluation and recommendation by their supervisor.

Municipality of Huron East

Building Maintenance Report

April - June, 2022

April 2022

Property Location	Job Description
Gray PWB	finish the addition
SDCC	replace old exterior doors, frames & hardware
BMG	replace auditorium doors, frame & hardware
Day Care	fill the void in front of the new entrance door with concrete
	meet with Shean Concrete re: replacing the playground concrete

Grey Public Works Building - Completed Addition



Seaforth District Community Centre - New Doors









Brussels, Morris, Grey Community Centre - New Auditorium Doors



May 2022

Property Location	Job Description
VRC	replace some wind damaged siding
	replace the lock on the basement access hatch
	measure and order new doors & ceiling in the ball park booth
	look at the exhaust fans that quit working, getting quotes
SDCC	trim inside the new doors
35 Oak St.	repair the overhead door opener on door #4
Brussels Med\Dent	break the septic tank top, fill with gravel, remove asphalt & concrete, form the walkway & ramp, pour & finish concrete, strip & clean forms, wash the concrete off, put down asphalt cold patch along the walkway
Brussels Library	wash the windows
TCC phone booth	take the TCC phone booth to 35 Oak St., start repairs
Seaforth Lawn Bowling Bldg.	inspect the roof, contacted roofing contractors for quotes
Seaforth BIA	put out the bike racks
HCFHT	meet with the door opener installer re: opener & power door latch specs

Brussels Medical/Dental - Decommissioned Septic Tank Top Broken Up & Filled with Gravel



Brussels Medical/Dental - Existing Concrete Removed and Forms Set



Brussels Medical/Dental - Finished Ramp & Walkway



Seaforth BIA - Bike Racks



June 2022

Property Location	Job Description
Town Hall	mill trims, rebuild window openings, install new arched windows, trim & paint, inside and out
Brussels STP	make tank screens for the new filter tank to help solve a midge problem
VRC-ball park booth	cut a new opening for a door, install the new door, frame & hardware and trim, replace another door, strap the inside ceiling install a ceiling liner
Day Care	put shelving in a storage room

VRC - Ball Park Booth New Doors





VRC - there was no a ceiling in this part of the booth; it was strapped, access door installed, steel ceiling liner & LED lights put in



Town Hall - Replacing the Front Window



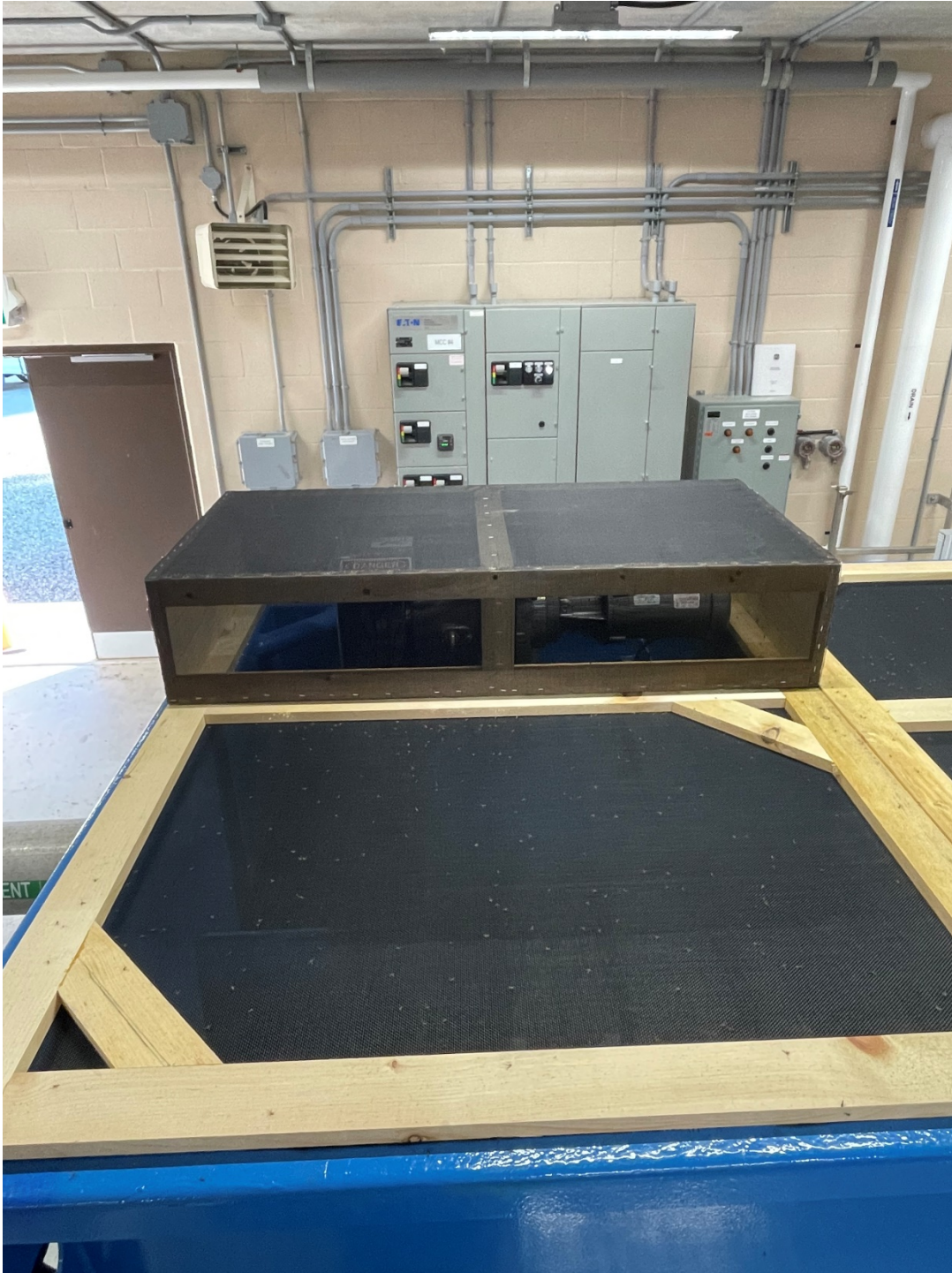
Town Hall – Outside Finished



Townhall – Finished Inside



Brussels Stormwater Treatment Plant - Bug Screens for the Filter Tanks



Huron East Administration

To: Mayor MacLellan and Members of Council
From: Jessica Rudy, Clerk
Date: October 4, 2022
Subject: Hybrid Meeting Policy

Recommendation:

That the Council of the Municipality of Huron East approve the Hybrid Meeting Policy.

Background:

On September 20, 2022, Council made the decision to return to in person meetings on a regular basis with the request that electronic participation be accommodated.

Currently the Council Chambers is not equipped to accommodate a high amount of users participating electronically while others are in the Chambers. Current constraints include the lack of video capability within the Council Chambers, which hinders those participating electronically to see those physically in the room. As of right now there is only one projection screen in the Chambers, which is located behind the Mayor, which causes a disadvantage to electronic participants, as they are not as visible.

In order to accommodate the request for hybrid meetings for health or inclement weather, staff felt it prudent to create a policy around hybrid meetings.

The policy outlines that requests for remote attendance should be made at least 2 hours in advance, and approval for inclement weather, sickness or other extenuating circumstances. Generic requests for participation can be granted at the discretion of the Mayor/Chair.

Comments:

The Policy will be reviewed in the event that the Council Chambers acquires more fulsome technology to allow for a seamless approach, which works for all participants.

Others Consulted:

The CAO was consulted in the drafting of the policy.

Financial Impacts:

Nil.

Attachments:

[Attachment 1](#): Hybrid Meeting Policy

Signatures:

Jessica Rudy

Jessica Rudy, AMP, Clerk

Brad McRoberts

Brad McRoberts, MPA, P. Eng., CAO



Hybrid Meeting Policy Policy No. 1-29

Approved by: Council	Date: October 4, 2022
Last Review by:	Date:

Purpose/Application:

The Municipal Act, 2001 (the Act) acknowledges that a Municipality may add to the Procedural By-law to provide for a member of council to participate electronically. On April 9, 2020, Council approved an amendment to the Procedural By-law through By-law 19-2020 to allow for electronic participation and electronic meetings.

The purpose of this policy is to establish guidelines and protocols for when Members of Council will participate electronically to an in-person meeting, commonly referred to as a Hybrid Meeting.

Statement:

Council returned to in person meetings as of September 20, 2022. It is the expectation and assumption that Members will be able to participate electronically in an extenuating circumstance such as illness or inclement weather.

Technology in the Council Chambers does not allow for a mixed attendance approach during meetings, however, accommodations will be made for a limited number of Council Members as outlined within this policy.

The policy will be reviewed in the event that there are technology upgrades in the Council Chamber.

Definitions:

“Electronic Meeting” shall mean a meeting where any member is not physically present but participates via electronic means of communication, adhering to legislative requirements.

“Electronic Means” shall mean participation in a meeting from a location other than at which the meeting is physically being held by means of telephone, video

Hybrid Meeting Policy

or audio conferencing or other interactive method whereby members, staff and the public are able to hear the member(s) participating.

“Hybrid Meeting” means a meeting, which has participants attending virtually and physically.

Policy Requirements:

Members attending electronically will not be able to see those that are in the Council Chambers due to limited technology.

Staff will require a minimum of 2 hours advanced notice for any electronic participation requests.

In the instance of inclement weather does not impact the entire Municipality and Council does not cancel the meeting due to weather, Members of Council may request to attend electronically.

It is encouraged that Members which are feeling ill, request to participate electronically. A zoom link will be provided, with a reminder that they will not be able to see the other participants in the meeting and the Clerk of the meeting will monitor any requests to speak and inform the Chair.

Generic requests for electronic participation is strongly discouraged. These include situations like vacation/holidays, or simply not wishing to attend in person. If a request is made of a generic nature, approval will be at the discretion of the Chair.

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Jessica Rudy, Clerk

Date: October 4, 2022

Subject: Part Lot Control Exemption – 255 Albert Street, Brussels – J.N. Renos (Roxane Nicholson)

Recommendation:

That the Council of the Municipality of Huron East consider the By-law to provide exemption from Part Lot Control for 255 Albert Street in Brussels, Municipality of Huron East, County of Huron.

Background:

The Municipality of Huron East received an application for exemption from Part Lot Control for the subject property at 255 Albert Street in Brussels, Municipality of Huron East, County of Huron (Attachment 1). The applicant is requesting to divide the subject property to allow for the semi-detached dwelling to be located on two separate lots (one dwelling unit per lot).

The property is located on municipal water and sewer services. Staff have verified that there are separate utility connections to each of the two units. The two units are separated by a firewall. The registered reference plan is provided in Attachment 2.

There are no outstanding concerns from staff.

Others Consulted: Chief Building Official and Huron County Planning Department.

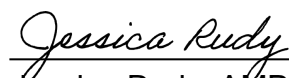
Financial Impacts: The application fee of \$2250 has been received and paid.

Attachments:


[Attachment 1](#) – Subject Property Location

[Attachment 2](#) – Draft Reference Plan

Signatures:






Jessica Rudy, AMP, Clerk

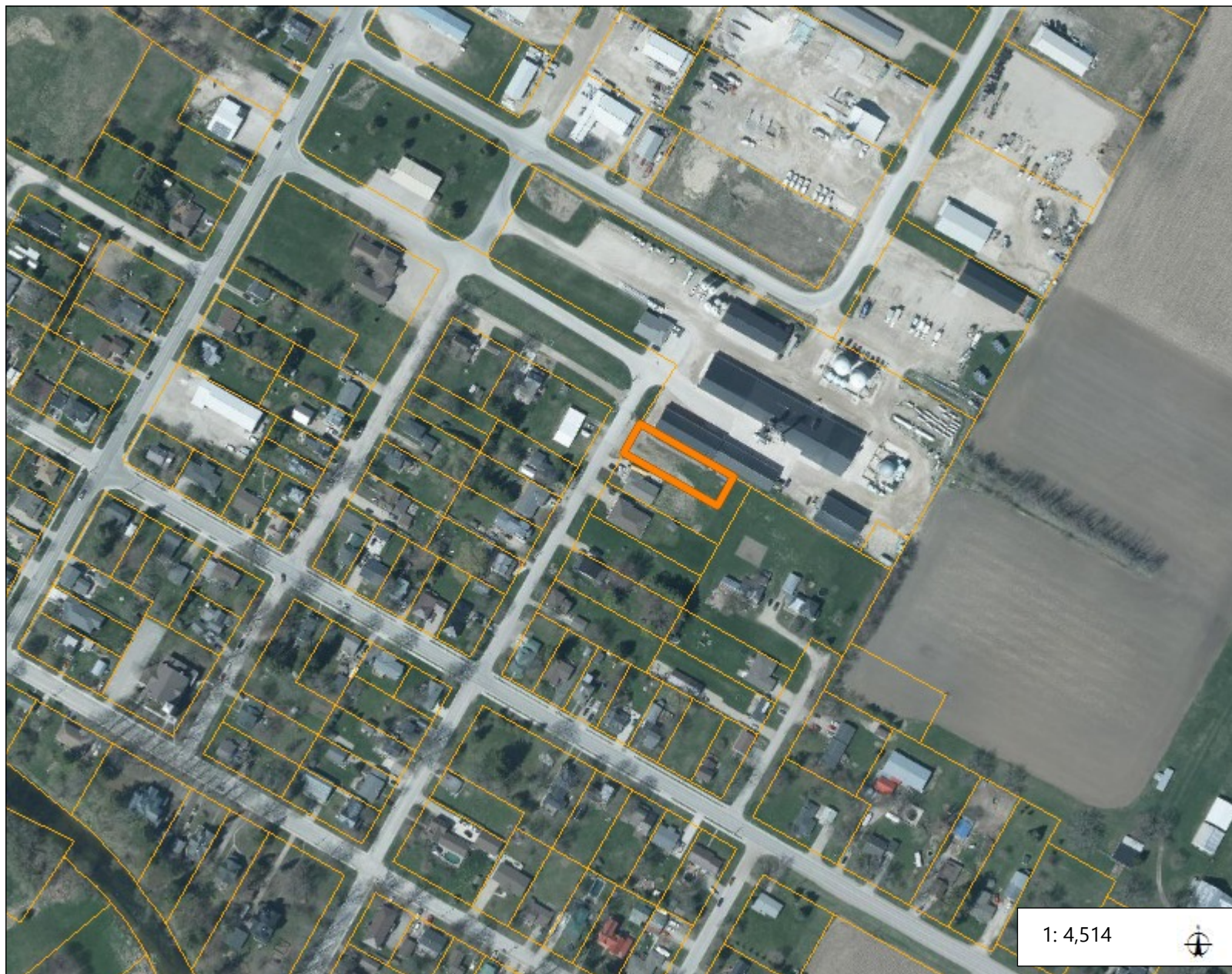


Brad McRoberts, MPA, P. Eng., CAO



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
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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

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

Huron East Public Works

To: Mayor MacLellan and Members of Council
From: Barry Mills, Public Works Manager
Date: October 4, 2022
Subject: Traffic Calming

Recommendation:

For information only.

Background:

A delegation attended the August 9, 2022 Council meeting requesting additional measures to control the speed of traffic on Bayfield Street east of Kippen Road. Council requested a report be brought back with additional information on traffic calming measures and measures taken to date.

The Municipality has used and implemented the following measures:

- Traffic counters to record time, traffic volume, and speed. The information is provided to the Ontario Provincial Police (OPP) as background to problem areas. The OPP uses this information to perform focused traffic enforcement for approximately 2 weeks at a time.
- Additional regulatory speed signs were installed.
- Centre line painting added to high volume roads, including Front Road.
- School Bus Stopping Zone added and installation of warning signs on Bayfield Street.
- Two speed board signs were purchased, one of which was installed on Front Road East.

In addition to the above measures and discussion at the August 9, 2022 Council meeting, the speed sign installed in 2019 on Front Road East, has been moved closer to the residential area on Bayfield Street East. Staff also reviewed with the OPP on how to assist in understanding the traffic flow as indicated above.

Other options that were suggested at the August 9, 2022 Council meeting include:

(1) Temporary speed humps

Speed humps have been suggested as one of the measures for reducing traffic speed on streets. However, speed humps cause a wide range of other serious issues that have resulted in their reduction in use and even removal in some municipalities.

- Speed humps reduce speed for all traffic, including emergency vehicles and thus increase response times in emergencies.
- Speed humps have also been known to cause injuries to Emergency Services personnel and the public at large. Elderly and disabled people have difficulty with speed humps as they can cause injury and pain to those with spinal problems.
- Speed humps cause increased noise from braking/ acceleration and have negative effects on snow plowing and removal.
- Finally, speed humps are effective on local streets with a short stretch of the road and not long roadways as drivers tend to speed up at mid-blocks to make up for their perceived lost time.

Also, following the Transportation Association of Canada (TAC) Guidelines, speed humps can only be installed where:

- The speed limit is 50km/h or less.
- The road has an urban cross-section including curb and gutter. It is not effective on rural roads.

Speed humps can not be installed at the following locations:

- Small turning radius curves and other areas with limited sight distances;
 - Grade over 8%.
- To this end, speed humps will only be implemented where a severe traffic problem exists.

(2) Installation of a 3 way (All Way) stop at Bayfield Street East and Front Road at Front Street

Stop signs are a form of traffic control used to assign the right-of-way at intersections; they are not intended to be used as speed control devices. Studies have shown that unwarranted all-way stop signs are ineffective for traffic calming purposes. It has been found that:

- Stop compliance is poor at unwarranted multi-way stop signs.
- It creates higher traffic speeds between stop signs.
- It creates a false sense of safety for pedestrians because they expect the cars to stop.
- It actually may increase speeds some distance from intersections.
- It results in more frequent rear-end collisions caused by low percentage of motorists who actually do come to a complete stop.
- Potential risk to pedestrians especially children and seniors crossing an intersection, since not all motorists approaching an intersection will stop.

Based on the Ontario Traffic Manual, there are established criteria for all-way stop control based upon the numbers of pedestrians and vehicles sharing an intersection, the collision history and visibility. When these criteria are followed, risks are minimized and new safety concerns are not created.

(3) Lower speed limit to 30 km/hour.

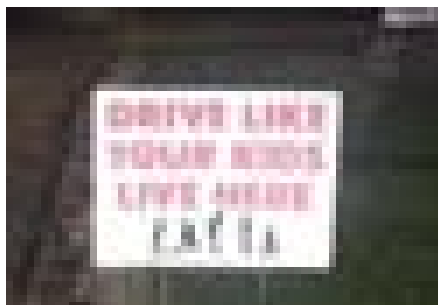
Speed limits on Town roads, similar to other municipalities, follow the Transportation Association of Canada (TAC) procedure. Artificially lowering speed limits do not act as traffic calming measures for the following reasons:

- Posted speed limits for roadways are established based upon engineering criteria in relation to roadway characteristics.
- Posted speed limits not matching characteristics of the roadway lead to motorist frustration and foster aggressive driving behaviours.
- Compliance with an artificially reduced speed is only achieved with consistent and visible police enforcement, a resource which is not always available.
- Collisions, when they occur, can be more significant due to the differences in speed between vehicles;
- Pedestrians may perceive the roadway to be safer due to the reduced speed limit; and this false sense of security may lead pedestrians that are crossing the roadway to not be as cautious as they would be otherwise.

In accordance with the Highway Traffic Act, speed posted in urban areas, unless otherwise posted, is 50 km/h. All urban areas in Huron East are 50 km/h.

(4) Signage – Children Playing

Below is a photo of a sign noticed in another community. Artech Signs would be able to produce a yard sign such as this one which states “Drive Like Your Kids Live Here” at a nominal cost.



It should be noted that a local road provides access in and out of neighborhoods or from points of origin to a collector road system. Collector roads are intended to provide access to properties as well as linkages between local roads, other collector and arterial roads.

Bayfield Street East, which becomes Front Road, is a collector road.

Comments:

A visible OPP presence would be the most effective traffic calming measure at this location, although realistically, it is not an on-going enforcement. From a practical standpoint, no measures implemented can provide 100% enforcement.

Huron County has implemented additional measures to control speeds in problem areas. The County has several digital speed boards, which are pole-mounted and can be moved to different locations. The units collect time, speed, traffic volume data and provide drivers with feedback on their speed. The County's recorded information indicated that the digital speed boards had a positive effect on slowing/calming traffic speeds to the posted speed.

Front Road east of Egmondville is one of our higher volume roads and was discussed by Council in June/July 2019 when it was confirmed that it is appropriately signed. The 50 km zone starts at the bottom of a hill before the urban area.

The installation of the digital speed board closer to the residences on Bayfield Street East, along with existing regulatory signage and a focused police presence may have the desired effect of reducing the frequency of speeding vehicles.

Huron East staff will continue working with the OPP, providing traffic information to support their focused traffic enforcement in this area, and continue the use of speed board signs on Front Road/Bayfield Street East.

Others Consulted:

OPP

South and North Patrol Foremen

Financial Impacts:

None at this time.

Signatures

Barry Mills, Public Works Manager

Brad McRoberts, CAO

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Stacy Grenier, Director of Finance -Treasurer

Date: October 4, 2022

Subject: Electronic Monitoring Policy

Recommendation:

That the Council of the Municipality of Huron East approve the policy regarding Electronic Monitoring.

Background:

The COVID-19 global pandemic resulted in many people working from home. Employers who needed a way to monitor staff in this new work environment explored various forms of electronic monitoring to manage employees remotely. However, these employer tracking devices were considered by employees to be an invasion of privacy.

In February 2022 the Provincial Government announced its intention to pass legislation that would require employers in Ontario to inform employees whether they are being monitored electronically and how this monitoring is being conducted. Later this same month, the government introduced the legislation as Bill 88, *Working for Workers Act, 2022, S. 2022, c. 7*. (Bill 88). Bill 88 was passed in April 2022. Bill 88 amends the *Employment Standards Act, 2000, S.O. 2000, c. 41* (ESA) – Ontario's employment standards legislation. The ESA now includes a section called "Written Policy on Electronic Monitoring".

This bill modernizes the employer's requirements to provide transparency. The purpose of Bill 88 is to protect workers' privacy by requiring employers to be upfront about how they track employees and their use of electronic devices.

The Provincial Government has enacted changes to the *Employment Standards Act, 2000* (ESA) which creates a new part, Part XI.1 Written Policy on Electronic Monitoring. This new Part imposes a requirement on employers that employ 25 or more employees to have a written policy with respect to electronic monitoring of employees.

The written policy must include whether the employer electronically monitors employees and if so, a description of how and in what circumstances the employer may electronically monitor employees, and the purpose for which information obtained through electronic monitoring may be used by the employer. In addition, the written policy must include the date the policy was prepared and the date any changes were made to the policy and any information that may be prescribed.

The new Electronic Monitoring Policy is required by no later than October 11, 2022.

Future modifications to the policy would occur when there are changes to how the Municipality monitors employees electronically, including, but not limited to, the installation of video surveillance cameras and the utilization of GPS tracking devices.

Others Consulted:

Clerk – Jessica Rudy

ContinuIT – Chris Baxter

Financial Impacts:

There are no direct financial impacts.

Attachment 1: [Electronic Monitoring Policy](#)

Signatures:

Stacy Grenier CPA, CGA
Director of Finance - Treasurer

Brad McRoberts, MPA, P. Eng.
CAO



Electronic Monitoring Policy

Policy No. 1-30

Approved by: Council

Date: 10/04/2022

Last Review by: Stacy Grenier

Date: 09/30/2022

SECTION: GENERAL GOVERNMENT

SUBSECTION: HUMAN RESOURCES

POLICY STATEMENT:

The Municipality of Huron East (the Municipality) uses digital technologies and equipment to electronically monitor certain work-related activities.

PURPOSE:

This policy has been established to inform all employees of the electronic monitoring that is occurring in the work place including the circumstances when monitoring is occurring, the types of electronic monitoring that are occurring, and the purposes for which the electronic monitoring data will be used.

SCOPE:

This policy applies to all employees of The Municipality of Huron East, including full-time, part-time, contract, casual, and students, as well as members of council, whether working remotely or physically in the workplace they report to.

LEGISLATIVE AUTHORITY:

This policy has been prepared in compliance with the *Employment Standards Act, 2000* (ESA) Part XI.1.

DEFINITIONS:

For the purposes of this policy:

“Electronic Monitoring” means using technological, electronic or digital means to gather, track observe, or monitor’s an individual’s actions. The electronic monitoring may occur on municipal assets or personal devices that are used for work-related purposes.

“Employee” means all individuals identified under the scope of this policy.

“Personal Information” includes any factual or subjective information about an identifiable individual.

ADMINISTRATION

This policy is administered by the Executive Assistant

ACCOUNTABILITY

Electronic Monitoring Policy

The Executive Assistant is responsible to ensure that electronic monitoring communication to employees is performed in accordance with the policy and all applicable legislation.

ROLES AND RESPONSIBILITIES:

Department Heads will:

- a) Uphold transparency of electronic monitoring that occurs in the workplace
- b) Ensure the privacy of employees is respected while maintaining a standard of appropriate use of the Municipality's issued devices.
- c) Discuss concerns related to this policy
- d) Inform Treasurer of any changes to work equipment, practices or protocols which may impact this policy

Employees will:

- a) Read and acknowledge this policy
- b) Use the Municipality's issued devices, respectfully, and in compliance with applicable Municipality policies, procedures and guidelines
- c) Discuss any concerns related to this policy with their Department Head.

Human Resources will:

- a) Provide a copy of this policy to each employee within 30 days of preparing or amending this policy
- b) Provide a copy of this policy to every new employee at the time of orientation within 30 days of the date of commencement of employment
- c) Ensure that supervisors and employees are aware of, and comply with, related legislation in all jurisdictions such as the *Employment Standards Act, 2000, S.O. 2000, c. 41 (ESA Act)*
- d) Support problem solving where challenges are experienced in relation to this policy

POLICY:

The Municipality collects information through electronic monitoring for a variety of reasons to protect its legal and business interests. Electronic monitoring helps ensure compliance, security, information retrieval, and minimizes liability and insurance risks.

Municipal Computer and E-mail Activity

Electronic Monitoring Policy

- a) While computer activity is logged and tracked, the Municipality does not actively engage in regular electronic monitoring of work-issued computers, unless specifically required due to security breach, unusual activity, incidents, complaints or retrieval of information
- b) The following activities are logged, whether completed in-office or through VPN access:
 - I. All emails sent via Municipality-issued email addresses;
 - II. All incoming emails sent to Municipality issued email addresses;
 - III. Files accessed on the Municipality network by each user;
 - IV. Time of logging in and out of VPN system along with the user's IP address; and
 - V. Websites accessed via Municipality issued computers along with the user's IP address.
- c) Email boxes are archived for employees with Municipality issued email addresses upon termination of employment.

Municipal Phones and Mobile Devices

- a) Though incoming and outgoing phone calls are logged through the Municipality's service providers on phone bills, the Municipality does not regularly engage in active monitoring of use of Municipality issued landlines and mobile devices unless specifically necessary.
- b) Long distance calls are itemized on monthly phone bills, including the number called and the duration of the call.
- c) Local calls are not itemized on monthly phone bills.
- d) Monthly mobile device bills display the date data was used and the amount of data used on that specific date. However, the Municipality does not regularly engage in active monitoring of data usage.
- e) Any emails sent or received via mobile phone, tablet, or other device, are logged in accordance with item a) under Municipal Computer and E-mail Activity.
- f) Monitoring or investigation is only completed if specifically required due to security breach, unusual activity, incidents, complaints, or for retrieval of information.

Video Recordings

- a) The Municipality records all Virtual Council meetings and these meetings are available for public viewing and the retrieval of information.

Privacy and Confidentiality

Electronic Monitoring Policy

- a) Access to information collected through electronic monitoring is restricted to applicable parties who require such access.
- b) Electronic monitoring completed by the Municipality is aimed at collecting information related to its operations. However, some information that is collected by electronic monitoring may be considered personal information.
- c) All personal information collected through electronic monitoring will be securely stored and protected. If any personal information is collected, its use and disclosure will be limited to achieve the stated purpose of its collection, and will be done so in compliance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other related legislation.

DISTRIBUTION:

This policy will be provided to all employees within 30 days of adoption or revision. All new employees will be provided with a copy of this policy within 30 days of commencing employment.

RETENTION

In compliance with the Employment Standards Act, 2000, S.O. 2000, c.41 (ESA), the Municipality will retain a copy of every written policy on electronic monitoring that was required by the ESA for at least three years after the policy is no longer in effect.

Minutes of the Huron East/Seaforth Community Development Trust Meeting



Thursday September 8, 2022 @ 7 pm
Zoom meeting

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 @ 7:00 pm.

2. Deputation/Requests/Presentations/Correspondence - None

3. Additions to Agenda & Approval of Agenda

Moved by Joe, seconded by Neil 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 \$158,687.
- Payable this month are \$46,846.46
- \$3500 donation to BIA Summerfest has been paid.
- 60% of payment to Tacit Brick & Stone for post office work has been paid.
- Gas readings at 32A Centennial Drive were actual reads in January (747 cubic metres) and July (2575 cubic metres). Christie will ask Chance to begin taking mid-month photo of gas meter to keep track of usage for budget purposes. Enbridge takes an actual reading every four months. We have the option of reading the meter ourselves and submitting the numbers.
- We are still waiting for the June debenture cheque from Huron East.

Moved by Bob, seconded by Ray that the financial reports be approved. Carried.

6. Property Manager's Report – Chance (see attached)

- We will wait until the additional rural route has been added to the back room before we investigate A/C options.

- McGrath Plumbing quoted \$2688 to replace all (90 ft) of cast iron piping in post office crawl space.

Moved by Bob, seconded by Neil to have McGrath Plumbing replace the cast iron piping. Carried.

Moved by Neil seconded by Bob to approve PM's report. Carried.

7. Huron East Health Centre Report - None

8. Minutes of Thursday August 4, 2022 meeting

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

Unfinished Business

Clock Tower Repair/Brickwork

- Ray wondered how long until the brickwork and painting is finished. Cathy explained that weather has been a factor. The paint is flaking off and really should be scraped off prior to painting. Cathy asked Christopher Mayberry to paint just the rusted areas, as he doesn't have time to do the scraping of all the areas that need to be painted.

Post Office Ramp

- Bob gave Smith Construction Cathy's email but to date, she has not received a quote from them. Christie, Neil and Joe feel that we've waited long enough and should go with the quote received in August. Bob will phone Smith Construction and let them know we need the quote by next week.
- If we receive the second quote in time, Ray would like to do the selection by e-mail.

9. In Camera

Christie said that we will enter into In-Camera session to discuss property matters.

Moved by Neil, seconded by Ray to leave regular meeting at 7:46 p.m.

Moved by Bob, seconded by Joe to enter In Camera session at 7:46 p.m.

Moved by Neil, seconded by Bob to leave In Camera session at 8:24 p.m.

Moved by Ray, seconded by Ann to enter regular meeting at 8:24 p.m.

Christie said that the In-Camera session discussed property matters.

Next meeting – Thursday October 6, 2022 @ 7:00 pm. (or at call of Chair) in the post office boardroom.

Joe moved for adjournment at 8:26 pm. Carried.

Chair Christie Little _____

**The Corporation
of The
Municipality of Huron East
By-law No. 080 -2022**

Being a By-law to Amend By-law 70-2017 and
Appoint a Community Emergency Management
Coordinator

Whereas pursuant to Section 20 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, a municipality may enter into an agreement with one or more municipalities, for their joint benefit, of any matter which all of them have the power to provide within their own boundaries;

And Whereas pursuant to Section 2.1 (1) of the Emergency Management and Civil Protection Act, R.S.O. 1990, as amended, municipalities are required to develop and implement an emergency plan;

And Whereas Section 10 (1) of Ontario Regulation 380/04 requires every municipality to designate an employee of the municipality or a member of council as its emergency management program coordinator;

And Whereas Section 10 (3) of Ontario Regulation 380/04 states that the emergency management program coordinator shall co-ordinate the development and implementation of the municipality's emergency management program within the municipality and shall co-ordinate the municipality's emergency management program in so far as possible with the emergency management programs of other municipalities;

And Whereas the Council of the Municipality of Huron East has by By-law 100-2017 adopted an Emergency Response Plan for the Municipality of Huron East;

And Whereas the Municipality of Huron East has by By-law 70-2017 authorized an agreement with the Corporation of the County of Huron for the provision of Emergency Management Services by the County of Huron to the Corporation of the Municipality of Huron East;

And Whereas the Municipality of Huron East has by By-law 70-2017 appointed David Clarke as the Community Emergency Management Coordinator for the Municipality of Huron East;

Now Therefore the Council of the Corporation of the Municipality of Huron East **Enacts As Follows:**

1. That Chad Kregar, Community Emergency Management Coordinator for the County of Huron is hereby appointed as Community Emergency Management Coordinator for the Municipality of Huron East.
2. That the appointment of David Clarke in By-law 70-2017 as Community Emergency Management Coordinator for the Municipality of Huron East 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 4th day of October, 2022.

Read a third time and finally passed this 4th day of October, 2022.

The Corporation
of the
Municipality of Huron East
By-law No. 081 for 2022

Being a By-law to Authorize a Memorandum of Agreement between the Corporation of the Municipality of Huron East and the Trustees of the Huron East/Seaforth Community Development Trust and to Repeal By-law 8-2008

Whereas The Municipal Act, S.O. 2001, c.25, s. 11(2) authorizes the Municipality to pass by-laws respecting services and things that the municipality is authorized to provide under subsection (1);

And Whereas the Municipality was transferred lands by the Huron East/Seaforth Community Development Trust legally described as Part Lot 24 Concession 1, McKillop, Part 1 Plan 22R-4306, Municipality of Huron East as October 24, 2008 to be held on the terms of a Memorandum of Agreement authorized by By-law 8-2008;

And Whereas the Huron East/Seaforth Community Development Trust and the Corporation of the Municipality of Huron East are desirous of terminating the agreement and transferring the property legally described as Part Lot 24 Concession 1, McKillop, Part 1 Plan 22R-4306 back to the Huron East/Seaforth Community Development Trust

Now Therefore the Council of the Corporation of the Municipality of Huron East **Enacts As Follows:**

1. That the Mayor and Clerk are authorized and instructed to sign and execute a Memorandum of Agreement between the Corporation of Huron East and the Trustees of the Huron East/Seaforth Community Development Trust attached hereto as Schedule A.
2. That By-law 8-2008, A By-law to authorize the signing of a Memorandum of Agreement between the Corporation of the Municipality of Huron East and the Trustees of the Huron East/Seaforth Community Development Trust be 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 4th day of October, 2022.

Read a third time and finally passed this 4th day of October, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

MEMORANDUM OF AGREEMENT

made in duplicate as of the day of , 2022.

BETWEEN:

TRUSTEES OF THE HURON EAST/SEAFORTH COMMUNITY DEVELOPMENT TRUST

hereinafter called the "Trust"

- and -

CORPORATION OF THE MUNICIPALITY OF HURON EAST

hereinafter called
the "Municipality"

WHEREAS the Municipality was transferred lands by the Trust legally described as Part Lot 24 Concession 1, McKillop, Part 1 Plan 22R-4306, Municipality of Huron East (the "**Overall Property**") as October 24, 2008 to be held on the terms of a Memorandum of Agreement, a copy of which is hereto attached as Schedule A (the "**2008 Agreement**");

AND WHEREAS, the Trust and Municipality are desirous of terminating the 2008 Agreement and transferring part of the Overall Property shown on the sketch hereto attached as Schedule B (the "**Severed Property**") back to the Trust;

AND WHEREAS, the Municipality shall obtain the balance of the Original Property (the "**Retained Property**");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

1. TRANSFER OF SEVERED PROPERTY

That the Municipality shall transfer the Severed Property to the Trust by transfer/deed on or before 5:00 p.m. on the 14th full day following satisfaction of the conditions in paragraph 2 below, for no consideration, save and except as set out herein.

2. CONDITIONS OF CLOSING

The completion of the transactions hereunder are conditional on the following:

- (a) The completion and registration of a reference plan to describe the Severed Property, Retained Property and any easements granted hereunder.
- (b) The expiration of any appeal periods for any zoning by-law amendment or minor variance required to recognize any deficiencies in the size, side yards, front yard, rear yard setbacks or parking space requirements for the Severed Property or Retained Property which would be caused by the closing of this transaction under the Municipality of Huron East Zoning By-Law.

The above conditions shall be satisfied on or before 5:00 pm on April 15, 2023, evidenced by delivery of written notice on the Municipality by the Trust, failing which this Agreement shall be null and void.

3. EASEMENTS

That the Municipality shall grant the following easements to the Trust over parts of the Retained Property to benefit the Severed Property and the Trust's successors on title:

- (a) An easement over that part of the Retained Property shown on Schedule B as a right of way, in common with the owner of the Retained Property for vehicles and persons to access the Severed Property (the **"Right of Way"**);

The sharing of the costs of snow removal, landscaping on maintaining, repainting, repairing, repaving and resurfacing the Right of Way are set out in paragraph 3 below. The time of such maintenance, repair, repaving and resurfacing shall be at the sole discretion of the Municipality.

- (b) An exclusive easement over that part of the Retained Property shown on Schedule B as a parking lot for parking of vehicles by the owner and users of the Severed Property (the **"Trust Parking Lot"**);

The sharing of the costs of maintaining, repairing, repaving and resurfacing the Trust Parking Lot are set out in paragraph 3 below. The time of such maintenance, repair, repaving and resurfacing shall be at the sole discretion of the Municipality.

- (c) An easement over that part of the Retained Property shown on Schedule B as a service easement for municipal water and sewer lines that service any buildings on the Severed Property (the **"Services Easement"**).

The Municipality agrees not to build, erect, place or allow any buildings, fences or structures of any nature whatsoever to be placed on the Services Easement, save and except for paving and parking bumpers and signs. In the event that the said water and sewer lines need to be replaced, relocated, reconstructed, repaired or serviced, the Trust may do so at their discretion, provided that the costs of restoring the surface of the Services Easement to its condition prior to such replacement, relocation, reconstruction, repair or service, including repaving, resurfacing and replacing parking bumpers and signs shall be paid by the Trust, subject to restoration of any

buildings, fences or structures placed on the Services Easement in contravention of the foregoing provision, the cost of which shall be borne by the party who placed such on the Services Easement.

The above easements shall be drafted on terms acceptable to both the Trust and the Municipality and registered on title to the Severed Property and the Retained Property.

4. PARKING LOT

Further to the granting of the easement in Paragraph 3 above, the Trust shall pay 40% of the overall costs of repainting, repairing, repaving, resurfacing, landscaping, maintaining and removing snow from the area marked as the Right of Way, The Trust Parking Lot and the Family Health Team Parking Lot on the sketch hereto attached as Schedule B.

In this regard the Municipality confirms that it intends to resurface or repave the Right of Way, The Trust Parking Lot and the Family Health Team Parking Lot within the next three years. The Trust agrees to such resurfacing or repairing and agrees to pay 40% of the total of all such costs.

The Trust shall pay \$50,000.00 to the Municipality, in advanced, or completion of the transfer of the Severed Property to be held in trust by the Municipality to pay for 40% of such repairing or resurfacing. Upon completion of same the Municipality shall provide invoices to the Trust to the costs of same, pay itself from such \$50,000 and reimburse the balance of such funds, if any to the Trust. In the event that 40% of such costs is in excess of \$50,000.00 the Trust shall pay such additional amount to the Municipality forthwith upon presentation of the said invoices.

The parties hereby acknowledge and agree that the Municipality shall place the deposit in an interest bearing trust account and the Municipality shall add any interest it earns or receives on the deposit to the interest bearing trust account at the time of the usage. Any excess funds at the time of usage will be reimbursed to the Trust.

All decision as to the cost of such work, the scope of work completed and contractors hired to complete such work shall be in the sole discretion of the Municipality.

These provisions shall be added to the terms of the easements set out in Paragraph 3 and shall be binding on successors in title to both properties.

5. COSTS

The Trust shall pay all costs of obtaining and registering a survey of the Severed Property, the Retained Property, the Right of Way, Trust Parking Lot and preparing and registering transfers, rights of first refusal and easements and any zoning by-law amendment or minor variance costs required to complete the above transfer of the Severed Property required under this Agreement.

6. CONDITION OF BUILDING AND SEVERED PROEPRTY

The Trust confirms that it is being transferred the Severed Property and the building and improvements thereon on an as is/where is basis without representation or warranty from the Municipality whatsoever, including the environmental condition of the said property and building, the ability to rezone the Severed Property for any future use or the condition of the building on the Severed Property. The Trust acknowledges that depending on the location of the lot lines of the Severed Property that a minor variance or zoning by-law amendment may be required to recognize

any side yard, front yard or rear yard deficiencies. The cost of obtaining any such variance or amendment shall be the sole cost of the Trust. The Municipality agrees that it will sign such further documentation required to obtain said approvals.

7. RIGHT OF FIRST REFUSAL

The Trust agrees to grant the Municipality a right of first refusal on the Severed Property on the following terms:

(a) In the event that the Trust receives an offer to purchase the property that it is willing to accept, the Trust shall provide a copy of the offer to the Municipality (the “**Offer**”).

(b) The Municipality shall have until 5:00 pm on the twentieth (20th) full day following delivery of the Offer to provide notice in writing to the Trust that it will purchase the Severed Property on the same terms as the Offer (the “**Notice**”).

(c) Upon delivery of the Notice, the Notice shall be deemed a binding agreement of purchase and sale on the terms of the Offer and the Municipality shall purchase the Severed Property on the terms of the Offer.

(d) In the event that the Municipality fails to serve the Notice within the time period stated herein and the Trust completes the sale of the Severed Property pursuant to the Offer this right of first refusal shall be null and void. In the event that the Trust fails to complete the sale of the Severed Property in accordance with the terms of the Offer than this right of first refusal shall remain in full force and effect.

(e) In the event that the Municipality fails to complete the purchase of the Severed Property after delivery of the Notice, such failure being the fault of the Municipality this right of first refusal shall be null and void. In the event the said sale fails to be completed by fault of the Trust, this right of first refusal shall remain in full force and effect.

The above right of first refusal shall be drafted on terms acceptable to both the Trust and the Municipality and registered on title to the Severed Property.

8. DEBENTURE

As a condition of the completion of the transactions hereunder, the Trust and Municipality agree to amend the terms of the debenture between the Trust and Municipality dated January 29, 2009 in the original principal amount of \$250,000 to allow the Municipality to repay the principal of the debenture in whole or in part at any time or time without penalty, notice or bonus.

MISCELLANEOUS

9. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Trust and the Municipality. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

10. All terms of this Agreement shall survive and not merge on the closing of the transfer of the Severed Property from the Municipality to the Trust.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties of the First Part have hereunto set their hands and seals and the Party of the Second Part has affixed its Corporate Seal duly attested by the hand of its proper officers duly authorized in that behalf.

)	TRUSTEES OF THE HURON EAST/SEAFORTH
)	COMMUNITY DEVELOPMENT TRUST
)	Per:
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THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST
Per:

Mayor – Bernie MacLellan

Clerk – Jessica Rudy

We have the authority to bind the Corporation.

MEMORANDUM OF AGREEMENT

made in duplicate as of the _____ day of _____, 2008.

BETWEEN:

**TRUSTEES OF THE
HURON EAST/SEAFORTH
COMMUNITY DEVELOPMENT TRUST**

hereinafter called the "Trust"

- and -

**CORPORATION OF THE
MUNICIPALITY OF HURON EAST**

**hereinafter called
the "Municipality"**

WHEREAS the Trust desires to transfer to the Municipality the lands legally described as Part Lot 24 Concession 1, McKillop, designated as Part 1 Plan 22R-4906, Municipality of Huron East (the "**Lands**");

AND WHEREAS, on the Lands is currently situated an existing one storey building shown on the site plan attached hereto as Schedule A (the "**Site Plan**") as the "Existing One Storey Building" (the "**CCAC Building**");

AND WHEREAS, the Municipality is desirous of erecting a new one storey building shown on the Site Plan as the "New One Storey Building" (the "**FHT Building**");

AND WHEREAS, the Trust and Municipality are desirous of establishing their mutual obligations and responsibilities regarding the Lands, the CCAC Building, and the FHT Building;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

1. TRANSFER OF LANDS

That the Trust shall gift the Lands to the Municipality by transfer / deed on or before 5:00 p.m. on the 31st day of _March, 2008.

2. CCAC BUILDING REPAIR AND MAINTENANCE

That the Trust shall, at its own expense, and to the standards of a first-class commercial building, repair and maintain the CCAC Building and the portion of the parking areas on the Lands adjacent to the CCAC Building shown on the Site Plan as the "CCAC Parking Area" .

3. OPERATION OF THE CCAC BUILDING

- (a) That the Trust shall, at its own expense and subject to any terms of this Agreement, operate the CCAC Building as a Professional Office, as defined in the Municipality of Huron East Zoning By-Law 52-2006, provided that the Trust shall not operate, lease or grant a right to use all or any part of the CCAC Building for any purpose other than for a Professional Office, as herein defined, without the prior written consent of the Municipality. Any entrance into any agreement, leasing or granting of any such right to operate for a purpose other than a Professional Office without the prior written consent of the Municipality is void ab initio.

- (b) That in operating the CCAC Building, the Trust shall insure the CCAC Building to its full replacement value against damage from insured perils, including but limited to damage from fire. In the event that the Trust does not or is unable to obtain the insurance coverage as provided for herein then the Municipality shall have the right to insure the CCAC Building on the same terms and the Trust shall reimburse the Municipality for the premiums incurred.
- (c) The Trust has full and unfettered discretion to manage the operation of the CCAC Building, subject to Paragraph 3(a) and (b) above. All revenues generated from the operation of the CCAC Building are the property of the Trust and, subject to the constituting documents of the Trust, may be utilized by the Trust in its full discretion.

4. **PAYMENT ON TRANSFER / DISPOSITION**

That the Municipality shall upon any transfer or other disposition by the Municipality of that part of the Lands on which is situated the CCAC Building, pay the Trust that proportion of the net proceeds of any such transfer or disposition (net proceeds to be equal to the gross sale proceeds less payment of legal costs, real estate commission and land transfer expenses directly related to such transfer or disposition) equal to that proportion the Trust's undepreciated capital cost ("UCC") of the CCAC Building and the UCC of any improvements that the Trust has made to the Lands (the "**Trust's Total UCC**") is of the sum of the Municipality's UCC of any and all improvements the Municipality has made to the Lands, including but not limited to the UCC of the FHT Building, and the Trust's Total UCC.

Provided that in the event that after such payment the full amount of the Trusts's Total UCC has not been paid in full to the Trust and the Municipality continues to own any part of the Lands, the Municipality shall remain obligated to pay the Trust in a like manner on ANY transfer or disposition of the Lands, until such time that the Trust has been paid by the Municipality, in aggregate, an amount equal to the Trust's Total UCC.

5. **FHT BUILDING**

That the Municipality intends to erect the FHT Building on the Lands and that upon the completion of the FHT Building, that the FHT Building will be utilized by the Municipality as a Professional Office, as herein defined.

6. **PAYMENT OF OPERATING DEFICIT**

- (a) That upon the commencement of the operation of the FHT Building, the date of commencement of operation being defined as the date that the first tenant or user of the FHT Building takes possession of any part of the FHT Building (the "**Commencement Date**"), the Trust shall reimburse the Municipality, on an annual basis on the 120th day after each and every anniversary of the Commencement Date, the lesser of:
 - i) Fifty (50%) percent of the Annual Operating Deficit of the FHT Building (as herein defined); and
 - ii) Fifty Thousand (\$50,000) Dollars.
- (b) For the purposes of this Agreement the **Annual Operating Deficit of the FHT Building** shall be defined as follows:
 - i) Total compensation received by the Municipality from any source whatsoever for the lease, rental or use of all or part of the FHT Building and any part of the Lands (save and except for any compensation for the CCAC Building); such compensation to include but not be limited to any funding or cost sharing received by the Municipality from any level of government or any government agency or board (but not to include any funding received from any level of government for the construction of the FHT Building) and rent for any part of the FHT Building or the Lands from any party, person, government, government agency or board;

LESS:

ii) The following annual costs of operating the FHT Building:

- (A) All utility expenses of the FHT Building, including but not limited to hydro, gas, telephone, water, sewer and internet expenses incurred by the Municipality;
- (B) All property insurance costs, including but not limited to property damage insurance and any liability insurance that is required to be carried by the Municipality in addition to its existing liability insurance coverage by reason of the FHT Building;
- (C) Payment of principal and interest for any debts, debentures or liabilities incurred by the Municipality for the sole reason of the operation or the construction of the FHT Building;
- (D) Payment of any landscaping and snow removal costs for the FHT Building and that portion of the parking areas on the Lands adjacent to the FHT Building shown on the Site Plan as the "FHT Parking Area" (**the "FHT Parking Area"**), and in this regard, the Municipality may reasonably allocate a portion of any total annual landscaping or snow removal costs it incurs to the FHT Building and the FHT Parking Area; save and except any costs incurred by the Municipality that is paid to any of the Municipality's employees; and
- (E) Repairs, cleaning, maintenance and capital improvements to the FHT Building and FHT Parking Area; such repairs, cleaning, maintenance and capital maintenance to exclude any expansion of the gross floor area of the FHT Building.

(the "Annual Operating Deficit")

- (c) The Municipality shall supply the Trust with a monthly statement of the monthly operating deficit of the FHT Building on the 15th day following the end of each and every month. The Municipality shall also provide the Trust with the Municipality's calculation of the Annual Operating Deficit on or before the 60th day following each and every anniversary of the Commencement Date. The Trust shall have thirty (30) days from the delivery of such calculation to review the calculation and to provide for any adjustments it feels are required to the Annual Operating Deficit.

7. FHT BUILDING REPAIR AND MAINTENANCE

That the Municipality shall repair and maintain, at its own expense, subject to the provisions of this Agreement, and to the standards of a first class commercial building, the FHT Building and the FHT Parking Area.

8. SNOW REMOVAL / LANDSCAPING

That the Municipality shall be responsible for arranging and completing the landscaping and snow removal for the FHT Parking Area and that the Trust shall be responsible for arranging and completing the landscaping and snow removal for the CCAC Parking Area, unless otherwise agreed to in writing by the parties hereto.

9. REPAIRS TO PARKING LOTS

That the Municipality shall complete any repairs required to be made to the parking lots of the Lands, including but not limited to the CCAC Parking Area, by reason of the construction of the FHT Building; such repairs to be the sole expense and responsibility of the Municipality.

10. ARBITRATION

That in the event of a disagreement arising from or regarding this Agreement, any disagreement shall be submitted to arbitration. Either party may provide notice to the other of its desire to arbitrate any disagreement. Within fifteen (15) days of such notice, the parties shall mutually select an independent arbitrator. If the parties cannot agree on the identity of the arbitrator, the party initiating the dispute shall select an arbitrator and give notice of such selection. Upon receipt of such notice the other party / parties to the dispute shall select another arbitrator and

give notice of such selection within thirty (30) days of receipt of the original notice. Those two arbitrators will in turn select a third arbitrator within thirty (30) days of the selection of the last of the two original arbitrators. The disagreement shall then be submitted to the arbitration of the three arbitrators. Any decision rendered by the independent arbitrator or by a majority of the three arbitrators, as the case may be, will be binding on all parties. The cost of the arbitration will be borne equally by the parties to the arbitration.

11. INSURANCE

That the CCAC Building shall be and remain until completion of the transfer at the risk of the Trust. Pending completion, the Trust shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear.

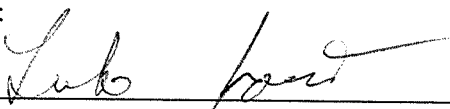
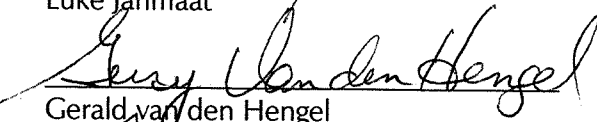

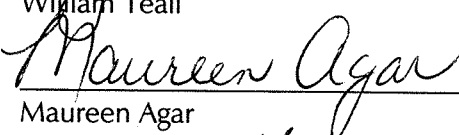
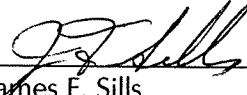
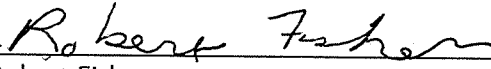
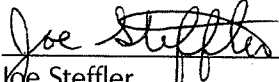
12. TERM AND RENEWAL

That this Agreement shall be for an initial term to expire on the fifth (5th) anniversary of the Commencement Date, provided that this Agreement, **including** the Trust's obligation to reimburse the Municipality for the Annual Operating Deficit, shall automatically renew on the same terms and conditions as contained herein for an additional five (5) year term on said fifth (5th) anniversary and every five (5) years thereafter, unless the Trust delivers notice in writing to the Municipality not less than ninety (90) days prior to the expiration of any such term of its desire to terminate this Agreement. By terminating this Agreement, the Trust will waive all such rights to be paid in accordance with Paragraph 4 of this Agreement. Such termination will not release any party from its obligation to make any payments that have accrued as of the date of such termination.

MISCELLANEOUS

13. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between the Trust and the Municipality. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
14. All terms of this Agreement shall survive and not merge on the closing of the transfer of the Lands from the Trust to the Municipality.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties of the First Part have hereunto set their hands and seals and the Party of the Second Part has affixed its Corporate Seal duly attested by the hand of its proper officer duly authorized in that behalf.

Janine Andrews	)	TRUSTEES OF THE HURON EAST/SEAFORTH
Janine Andrews	)	COMMUNITY DEVELOPMENT TRUST
Janine Andrews	)	Per:
Janine Andrews)	
Janine Andrews	)	Luke Janmaat
Janine Andrews)	
Janine Andrews	)	Gerald van den Hengel
Janine Andrews)	
Janine Andrews	)	William Teall
Janine Andrews)	
Janine Andrews	)	Maureen Agar
Janine Andrews)	
Janine Andrews	)	James F. Sills
Janine Andrews)	
Janine Andrews	)	Robert Fisher
Janine Andrews)	
Janine Andrews	)	Joe Steffler

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Per: 
Mayor - Joseph Seili


Clerk Administrator - J. R. McLachlan

We have the authority to bind the Corporation.

By-Law No. 29-2008
Amendment – Section 6 to the Memorandum of Agreement
Authorized by By-Law 8-2008


That the Memorandum of Agreement authorized by By-Law No. 8-2008 be amended to include the following section:

6.1 Annual Operating Surplus

“The Municipality and the Trust agree that in the event in any given year during the term of this Agreement there is not an Annual Operating Deficit, i.e. that there is a surplus from the operation of the FHT Building (the “Annual Operating Surplus”), the Annual Operating Surplus for any such year shall be distributed as follows:

- (c) Firstly, the Municipality and the Trust shall be reimbursed pro-rata their share of any amounts they have contributed to the accumulated Annual Operating Deficit, until such time that such accumulated Annual Operating Deficit is equal to zero; and
- (d) Secondly, that the remaining amount of any Annual Operating Surplus shall be set aside as a reserve to be applied to future Annual Operating Deficits. In this regard, in the event there is any amount held in such reserve and in any such year there is an Annual Operating Deficit, the reserve shall be applied to reduce the Annual Operating deficit to zero.”


Mayor, Joseph Seili


Clerk, J. R. McLachlan



1: 1,128



Legend

- Parcel Fabric - Secure
- 911 Address
- Municipal Boundary
- County Boundary

Notes

57.3 0 28.66 57.3 Meters

**The Corporation
of the
Municipality of Huron East
By-law No. 082 for 2022**

Being a By-law to Exempt Certain Lands from Part Lot Control, in Registered Plan No. 192, being Part Lots 296, 297 and 298, being Part 1 Plan 22R-6684, in the Former Village of Brussels, in the Municipality of Huron East, in the County of Huron, being PIN 41345-0142 (LT).

Whereas pursuant to subsection 50(7) of the Planning Act and pursuant to the written request from JN Reno’s & Construction Inc., it is deemed expedient to exempt from Part Lot Control the lands described as Part Lots 296, 297 and 298, Registered Plan 192, being Part 1 on Reference Plan 22R-6684, in the Former Village of Brussels, in the Municipality of Huron East, in the County of Huron, being PIN 41345-0142 (LT).

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

- 1. That the lands described as Part Lots 296, 297 and 298, Registered Plan 192, Municipality of Huron East, County of Huron, being Part 1 on Reference Plan 22R-6684, being PIN #41345-0142 (LT) is hereby exempt from Part Lot Control pursuant to Subsection 50(7) of the Planning Act.
- 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 January 4, 2023, upon which date the By-law is hereby repealed.

Read a first and second time this 4th day of October, 2022

Read a third time and finally passed this 4th day of October, 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

**AMENDMENT NO. 13
(GENERAL UPDATE)
TO THE
MUNICIPALITY OF HURON EAST
OFFICIAL PLAN**

**SCHEDULE 1
CORPORATION OF THE
MUNICIPALITY OF HURON EAST
BY-LAW 083 - 2022**

Being a By-law to adopt a 'General Update' amendment to the Huron East Official Plan;

Whereas the Municipal Council of the Corporation of the Municipality of Huron East considers it advisable to adopt an amendment to the Huron East Official Plan, as amended; and

Now Therefore the Council of the Corporation of the Municipality of Huron East adopts the amendment as follows:

1. This by-law shall apply to all lands within the Municipality of Huron East.
2. This by-law affects the Huron East Official Plan, as attached as Schedule B.
3. That the Clerk is hereby authorized and directed to provide Notice of Adoption of the Amendment in accordance with Section 17(23) of the Planning Act, RSO 1990, as amended.
4. The plan authorized by this by-law shall come into effect pursuant to Section 17(27) of the Planning Act, RSO 1990, as amended.
5. This By-law shall come into force and take effect on the day of final passing thereof.

Read a first and second time this 4th day of October, 2022.

Read a third time and finally passed this 4th day of October, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

CONSTITUTIONAL STATEMENT

PART 'A'

Part 'A' is the preamble to Amendment No. 13 to the Official Plan for the Municipality of Huron East, and does not constitute part of this amendment. It provides general introductory information on the purpose, location and basis of the amendment.

PART 'B'

Part 'B' consisting of the following maps (Schedule 'B') and text constitutes Amendment No. 13 to the Official Plan for the Municipality of Huron East. Part 'B' contains the housekeeping text amendment and land use designation changes.

PART 'C'

Part 'C' is the appendix and does not constitute part of this amendment. The appendices contain the background data, planning considerations and public participation associated with this amendment. Although the attached appendices do not constitute part of the formal amendment, they do provide explanatory material. In cases where a more detailed interpretation of the amendment is required, such an interpretation will be obtained from the appendices.

PART 'A' PREAMBLE

AMENDMENT NO. 13 TO THE OFFICIAL PLAN FOR THE MUNICIPALITY OF HURON EAST

1. PURPOSE

The purpose of the Official Plan Amendment is primarily to include direction in the Official Plan and Zoning By-law to allow for more flexible housing options including:

- Additional Residential Units (ARU) in town, village and agricultural settings; and
- intensification within existing urban neighbourhoods.

There are also several housekeeping type amendments proposed to maintain consistency with the Huron County Official Plan (2021) and Provincial Policy Statement (2020). This is an amendment under Sections 17 and 21 of the Planning Act and not a Five Year Review under Section 26 of the Planning Act.

This Amendment will:

Agriculture

1. Incorporate policies and provisions to permit Additional Residential Units in the agricultural area as follows:
On commercial scale farms (AG1), a maximum of two (2) ARUs are permitted in either or both of the main dwelling and detached unit provided the detached ARU is located within 60 metres of the main dwelling and uses the same laneway.
2. On small agricultural holdings (AG4), one (1) ARU is permitted in either the main dwelling or in a detached unit provided the detached ARU is located within 60 metres of the main dwelling and uses the same laneway.
3. Clarify that Minimum Distance Separation is not applicable to On-Farm Diversified Uses or Agricultural Commercial Industrial (AG3) uses.
4. Amend the application of MDS to cemeteries such that cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).
5. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.

6. Update On-Farm Diversified Use policies and provisions to reflect updated Provincial Policy and permit a wider range of on-farm businesses (on-farm markets, on-farm events facility, etc).

Urban Settlement Areas

7. Incorporate provisions for Additional Residential Units (ARU) in R1, R2 and R3 zones in fully serviced settlement areas (ie. Seaforth, Brussels, Vanastra) and partially serviced/unserviced settlement areas (ie. Harpurhey, Egmondville, Winthrop, Walton, Brucefield, etc) subject to lot size and area for septic systems.
8. Permit modular homes to be utilized for detached ARUs in R1, R2 and R3 zones.
9. Introduce definitions for rowhouse (in place of multiple attached), additional residential unit, multi-unit residential building (in lieu of apartment, stacked townhouse, etc), residential with supports (in lieu of hospice, group home, emergency shelter, etc).
10. Remove unit maximums in low, medium and high density residential areas.
11. Clarify that lot creation and/or intensification is permitted based on MOE D-Series Guidelines for Nitrates and the County's Nitrate Terms of Reference.
12. Remove opportunity for accessory dwelling in select commercial areas of Vanastra

Implementation

13. Amend Schedule B to identify former landfill north of Vanastra.
14. Incorporate updated Sourcewater Protection mapping.

2. LOCATION

The amendment applies to all lands within the Municipality of Huron East.

3. BASIS

This is a municipally initiated amendment which seeks to update many policies in the Plan. The purpose and effect of the General Update is primarily to include direction in the Official Plan and Zoning By-law to allow for more flexible housing options including:

- additional residential uses in towns, villages and agricultural settings; and
- intensification within existing urban neighbourhoods.

There is a corresponding zoning By-law Amendment to implement these changes.

PART 'B'

**AMENDMENT NO. 13
TO THE OFFICIAL PLAN
FOR THE MUNICIPALITY OF HURON EAST**

1. INTRODUCTION

All of this part of the document entitled Part 'B' consisting of the following text, constitute Amendment No. 13 to the Huron East Official Plan.

2. DETAILS OF THE AMENDMENT

2.1 The text of the Municipality of Huron East Official Plan is hereby amended by:

- a) Amend Section 4.1 with the replacement of the term 'group home' with 'dwelling with supports'
- b) Amend Section 4.3 by the addition of the following:
To recognize that a strong agricultural economy requires housing but not to allow the decentralization of general housing uses onto prime agricultural lands.
- c) Amend Section 4.4.2. by deleting all text after the first paragraph and replacing with the following:
A maximum of two (2) additional residential units ancillary to a main dwelling may be permitted on farms engaged in commercial scale farming, either within the farm dwelling and/or in an accessory building. If located within an accessory building, the additional residential unit must:
 - meet MDS requirements;
 - be situated within close proximity to the existing dwelling or the existing cluster of buildings;
 - use the existing driveway for access as the main farm dwelling;
 - Have appropriate services available. The additional residence is encouraged but not required to share water and wastewater services with the existing dwelling.

Additional residential units will not be permitted to be severed onto a separate lot, and may not be considered for a surplus farmhouse severance.

In addition to the main dwelling and additional residential units, a farm parcel is also permitted to contain accommodations for additional farm labourers if demonstrated to be required by the farm operation. The accommodations can take multiple forms, are not limited to temporary forms of housing but must be located within close proximity to the building cluster.

On parcels in the agricultural designation which are not engaged in commercial scale farming, a total of one (1) Additional Residential Unit is permitted within the main dwelling or within an accessory building which is located in the immediate vicinity of the main dwelling, complies with Minimum Distance Separation Formulae, utilizes the same access point and laneway, and shares either water or septic services with the existing dwelling. A consent for lot creation will not be permitted for Additional Residential Units.

Garden suites are also permitted on a temporary basis in a moveable structure ancillary to the dwelling and subject to the policies outlined in the Settlement Area Section. Garden suites may transition to a permanent Additional Residential Unit provided they meet the policies of this Plan. Garden suites are considered additional residential units for the purpose of units maximums per property.
- d) Amend Section 4.4.15. with the addition of the following in the fifth paragraph:
"Unless where specified specifically by this Plan such as in reference to low visitation cemeteries, agricultural commercial or industrial uses and/or on farm diversified uses".
- e) Amend Section 4.4.11 with the addition of the following:

On-Farm Diversified Uses are not subject to Minimum Distance Separation requirements and are encouraged to cluster with the on-farm residence where possible.

On-Farm Diversified Uses that include on-farm events (including but not limited to weddings and outdoor concerts) are subject to Site Plan Control. All other on-farm diversified uses may be subject to site plan control.

- f) Amend Section 4.4.10. with by deleting the last bullet point and replacing it with the following:
Agricultural Related Commercial and Industrial Operations are not subject to Minimum Distance Separation requirements, nor are barns required to meet MDS requirements when siting in proximity to an agricultural related commercial or industrial use.
- g) Throughout the Official Plan, replace each reference to 'Second Residential Unit' with 'Additional Residential Unit'.
- h) Amend Section 6.4.2. by:
 - a. adding the following to the third sentence "and demonstrate compliance with the County's Residential Intensification Guideline"; and
 - b. deleting the last sentence.
- i) Amend Section 6.4.2.2. by removing the last bullet point and replacing with the following:
Permitting Additional Residential Units in primary settlement areas and secondary/tertiary settlement areas where sufficient land base exists to accommodate private servicing and the protection of the aquifer/nitrate thresholds.
- j) Amend Section 6.5.2. by replacing the seventh bullet with the following:
To promote compatible housing in established residential neighbourhoods through application of the County of Huron's Residential Intensification Guideline.
- k) Amend Section 6.5.3.1.1. by deleting the definitions of 'Low, Medium and High Density Housing' and replacing with the following:
Low Density: permitted dwelling types includes single detached, semi-detached, duplex, triplex, quadraplex and converted dwellings and will generally be two storeys in height. In addition, low density residential uses are permitted to have additional residential units.

Medium Density: consists of low density uses, rowhouses and multi-unit buildings not exceeding three storeys.

High Density: consists of multi-unit residential uses generally greater than three storeys in height.

Additional Residential Unit: a self-contained residential unit with kitchen and bathroom facilities that is located within a single detached, semi-detached or rowhouse dwelling or within a building or structure which is accessory to single detached, converted dwelling, semi-detached, triplex, quadraplex or rowhouse dwelling.

- l) Amend Section 6.5.3.1.1.5. by deleting 'Group Home' and replacing with the following:
Dwelling with Supports: means a residence for the short or long term accommodation of persons who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. This shall include, for example, a group home, crisis care facility, hospice, respite care, but shall not include a hotel or motel.
- m) Amending Section 6.5.3.1.3.11 by deleting and replacing with the following:
New housing should be carefully designed to be compatible with surrounding uses and demonstrate compliance with the County's Residential Intensification Guideline.

- n) Sections 6.5.3.1.3.1, 6.5.3.1.3.2 and 6.5.3.1.4.1 be deleted and replaced with the following:
 There is a substantial supply of single detached dwellings in established neighbourhoods within Seaforth and Brussels. Single detached dwellings continue to meet some of the housing need but a broader range of housing forms will be permitted and promoted in low density areas. Intensification is considered compatible in established neighbourhoods; with respect to residential development, 'compatible' means development or redevelopment which may not necessarily be the same as or similar to the existing development in the vicinity, but shall not creating undue, adverse impacts on adjacent properties.

Residential Development (Low, Medium and High Density)

A variety and mix of housing will facilitate the provision of a full range of housing options including building type, size, tenure (eg. rental, ownership, life lease, etc) affordability, housing which contains supports and location.

New residential development, including infill and intensification, shall occur at a density which efficiently uses land, resources, infrastructure, public lands and community facilities. Intensification and the development of currently designated lands will form the primary method of meeting new housing need and demand which supports the preservation of farmland and natural areas, promotes energy efficiency and maximizes community investments in infrastructure.

New residential development will be directed to locations where adequate services are available. Services to be considered include but are not limited to water supply, wastewater disposal, stormwater management, roads, sidewalks, and public facilities (e.g. schools, parks and open spaces). Where appropriate, new or improved active transportation infrastructure such as walking trails and/or bike paths should be incorporated into the design of new developments.

Healthy neighbourhoods are inclusive of all housing needs. Uses such as group homes, hospice, overnight respite, emergency housing, transitional housing or others which are defined as Dwellings with Supports will be permitted in all residential areas.

Additional Residential Units (ARUs) shall be permitted either within the main dwelling and/or in a structure accessory to a residence. A maximum of two Additional Residential Units are permitted per property in fully serviced residential areas.

Additional Residential Units shall:

- Be connected to municipal services (water and wastewater);
- Subject to the provisions of the Zoning Bylaw.

New developments in fully serviced greenfield areas are required to be developed to a higher density than existing residential neighbourhoods of the settlement areas. For example, including higher density building types, designing buildings with Additional Residential Units, establishing reduced lot area and frontage requirements, etc. All new developments of 10 or more units will demonstrate how market-based needs such as affordability have been addressed.

High density residential developments are encouraged to locate within or close to the Core Commercial Area or along arterial streets. Co-location of high density uses with parks and/or other community destinations such as community mailboxes is encouraged.

Higher density developments will be subject to Site Plan Control including exterior design control. Adherence to the County's Residential Intensification Guidelines shall be demonstrated.

Where a conflicting land use exists near a developing residential areas, the residential development will incorporate appropriate measures to prevent or alleviate any adverse effects.

- o) Amend 6.5.3.2.1 'Vanastra Commercial Industrial' with the addition of the following:
"The establishment of new accessory residential uses is not permitted in the commercial/industrial area of Vanastra".
- p) Section 6.6.3.4. is hereby amended by replacement of the first bullet with the following:
"Single detached dwellings and dwellings with support are permitted within areas designated Urban or Residential. A semi-detached, duplex or Additional Residential Unit is permitted where the lot is larger than 2.0 acres or where the additional density has been demonstrated to be appropriate through a hydrogeological nitrate study completed in compliance with Provincial Guidelines and the County's Nitrate Terms of Reference.

- q) Section 6.6.3.4. is hereby amended by the addition of the following:

Additional Residential Units

Additional Residential Units will be permitted in privately serviced settlement areas subject to appropriate standards of health and safety with respect to on-site sewage disposal and general lot planning.

An Additional Residential Unit will not be permitted on a privately serviced lot that is less than 2.0 acres unless supported by a Nitrate Study completed in accordance with Provincial Guidelines and the County Terms of Reference for Nitrate Studies.

Additional Residential Units are not permitted on lots which are legal non-conforming with respect to minimum lot area.

The Zoning Bylaw will establish the zones within which Additional Residential Uses may be permitted and shall include provisions to regulate the use.

- r) Amend Section 6.6.3.3. by replacing the first paragraph with the following:
The minimum lot size will be determined by the suitability of the soils for servicing based as determined by the hydrogeological nitrate study completed in accordance with Provincial Guidelines and the County of Huron's Nitrate Study Terms of Reference. All new lots will be sized to accommodate a conventional septic system but a contingency bed area is not required.
Where a property is demonstrated to have aquifer isolation, the minimum lot size is 0.5 acres.

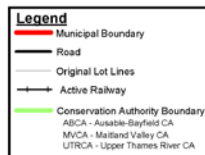
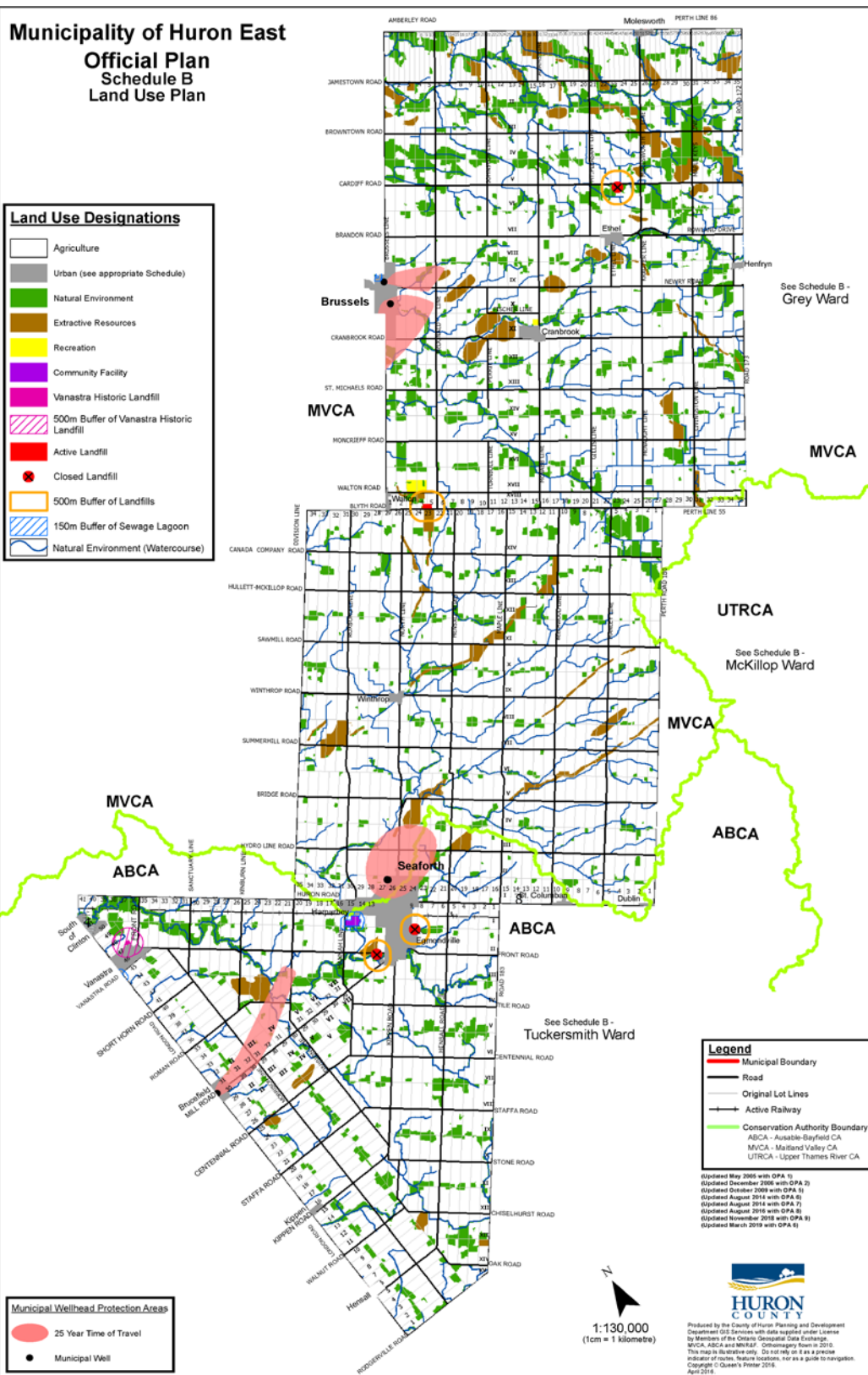
Municipality of Huron East

Official Plan

Schedule B

Land Use Plan

Land Use Designations



Updated May 2005 with OPA 10
 Updated December 2006 with OPA 20
 Updated October 2009 with OPA 5
 Updated August 2014 with OPA 25
 Updated August 2014 with OPA 7
 Updated August 2014 with OPA 32
 Updated November 2018 with OPA 8
 Updated March 2019 with OPA 8

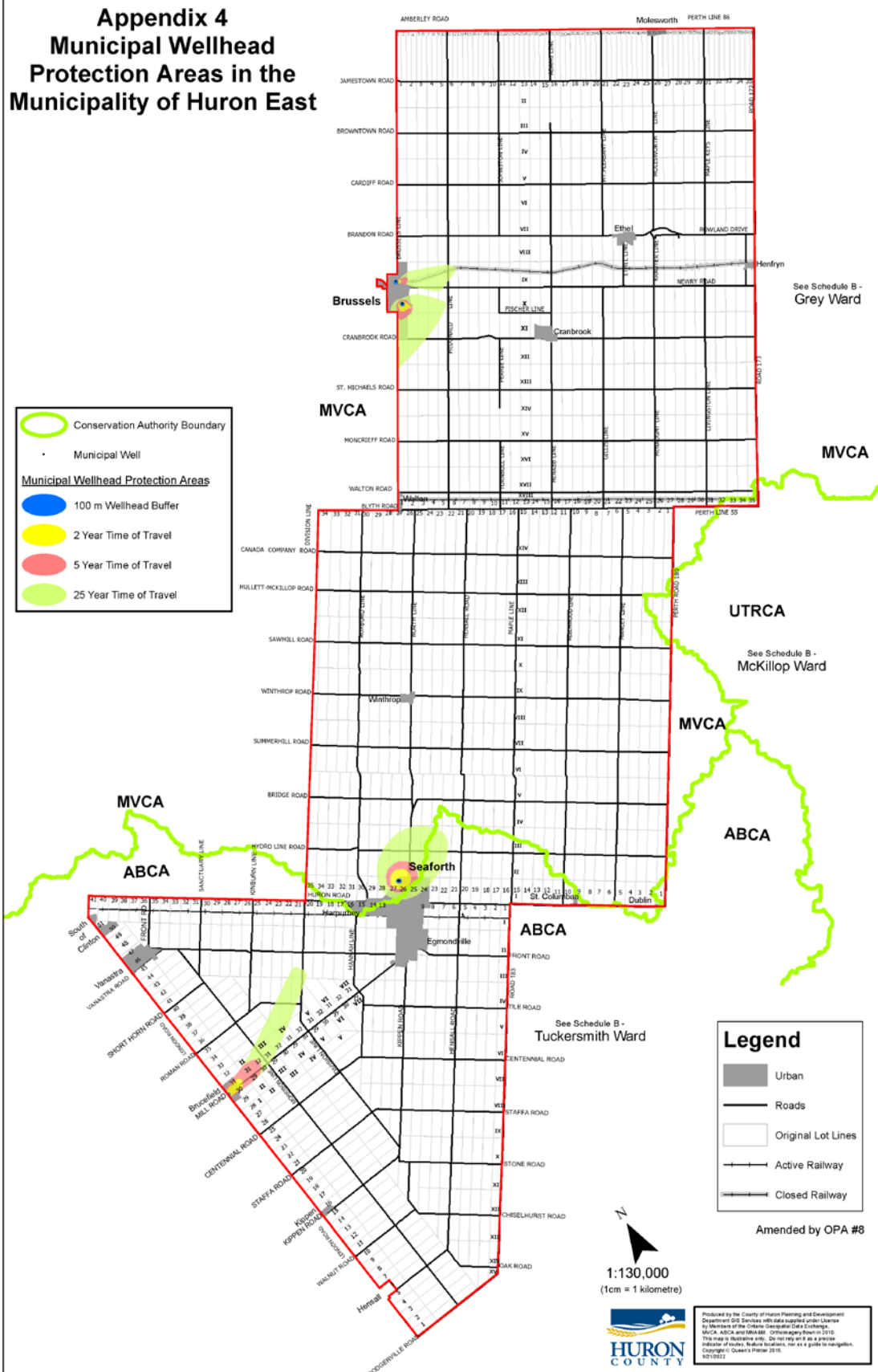


Produced by the County of Huron Planning and Development
 Department GIS Services with data supplied under license
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 MVCA, ABCA and MVRCA - Orthorectified from 2010
 This map is illustrative only. Do not rely on it as a precise
 indicator of location. Please use caution. Not a guide to navigation.
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 April 2018



1:130,000
 (1cm = 1 kilometre)

Appendix 4 Municipal Wellhead Protection Areas in the Municipality of Huron East



PART 'C'**APPENDICES**

The appendices do not form part of the amendment but are for information purposes only.

Background

The purpose of the Official Plan Amendment is primarily to include direction in the Official Plan and Zoning By-law to allow for more flexible housing options including:

- Additional Residential Units (ARU) in town, village and agricultural settings; and
- intensification within existing urban neighbourhoods.

There are also several housekeeping type amendments proposed to maintain consistency with the Huron County Official Plan (2021) and Provincial Policy Statement (2020). This is an amendment under Sections 17 and 21 of the Planning Act and not a Five Year Review under Section 26 of the Planning Act.

This Amendment will:

Agriculture

1. Incorporate policies and provisions to permit Additional Residential Units in the agricultural area as follows:
On commercial scale farms (AG1), a maximum of two (2) ARUs are permitted in either or both of the main dwelling and detached unit provided the detached ARU is located within 60 metres of the main dwelling and uses the same laneway.
2. On small agricultural holdings (AG4), one (1) ARU is permitted in either the main dwelling or in a detached unit provided the detached ARU is located within 60 metres of the main dwelling and uses the same laneway.
3. Clarify that Minimum Distance Separation is not applicable to On-Farm Diversified Uses or Agricultural Commercial Industrial (AG3) uses.
4. Amend the application of MDS to cemeteries such that cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).
5. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.
6. Update On-Farm Diversified Use policies and provisions to reflect updated Provincial Policy and permit a wider range of on-farm businesses (on-farm markets, on-farm events facility, etc).

Urban Settlement Areas

7. Incorporate provisions for Additional Residential Units (ARU) in R1, R2 and R3 zones in fully serviced settlement areas (ie. Seaforth, Brussels, Vanastra) and partially serviced/unserviced settlement areas (ie. Harpurhey, Egmondville, Winthrop, Walton, Brucefield, etc) subject to lot size and area for septic systems.
8. Permit modular homes to be utilized for detached ARUs in R1, R2 and R3 zones.
9. Introduce definitions for rowhouse (in place of multiple attached), additional residential unit, multi-unit residential building (in lieu of apartment, stacked townhouse, etc), residential with supports (in lieu of hospice, group home, emergency shelter, etc).
10. Remove unit maximums in low, medium and high density residential areas.
11. Clarify that lot creation and/or intensification is permitted based on MOE D-Series Guidelines for Nitrates and the County's Nitrate Terms of Reference.
12. Remove opportunity for accessory dwelling in select commercial areas of Vanastra

Implementation

13. Amend Schedule B to identify former landfill north of Vanastra.
14. Incorporate updated Sourcewater Protection mapping.

The Corporation of the Municipality of Huron East

BY-LAW 084 -2022

Being a By-Law to Amend Zoning By-Law 52-2006.

WHEREAS the Municipal Council of the Corporation of the Municipality of Huron East considers it advisable to amend Zoning By-law 52-2006, as amended, of the Corporation of the Municipality of Huron East and;

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

1. The text amendments of this by-law shall apply to all lands within the Municipality of Huron East.
2. The mapping amendments of this by-law shall apply to the property legally described as:
 1. Part Lot 47, Concession 1 London Road Survey, Tuckersmith Ward, Municipality of Huron East (no municipal address assigned) to establish required buffer around former landfill immediately north of Settlement Area of Vanastra as shown on the attached Schedule "B"; and
 2. Lot 316 of Plan 192, Brussels Ward, Municipality of Huron East (200 Turnberry Street) from Industrial (IND) Zone to Residential Low Density- Holding Zone (R1-H) as shown on the attached Schedule "B".
 3. Lot 317 of Plan 192, Brussels Ward, Municipality of Huron East (210 Turnberry Street) from Industrial (IND) Zone to Residential Low Density (R1) as shown on the attached Schedule "B".
 4. Lot 32 of Plan 391, Seaforth, Municipality of Huron East (138 Main Street South) from C2 (Fringe Core Area Commercial- Seaforth Zone) to C2-3 (Fringe Core Area Commercial- Seaforth Zone- Special Zone) as shown on the attached Schedule "B".
 5. Properties within Wellhead Protection Areas to identify time of travel areas as shown on the attached Schedule "B".

3. Section 2 of Bylaw 52-2006 is hereby amended by the following:

‘Dwelling’ is hereby amended by the deletion of the words “or institutions”.

‘Dwelling, Multiple Attached’ is now referred to as ‘Dwelling, Rowhouse’ and replaced as such throughout the Bylaw.

‘Additional Residential Unit’

Means an accessory dwelling unit with its own kitchen, sanitary facilities and bedroom(s)/sleeping area in a single detached dwelling, semi-detached, rowhouse or accessory building to a single detached dwelling, converted dwelling, semi-detached dwelling, triplex, quadraplex or rowhouse.

‘Dwelling with Supports’ is defined as follows:

Means a residence for the short or long term accommodation of persons who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. This shall include, for example, a group home, transitional housing, hospice, respite care, crisis care facility but shall not include a hotel or motel. A dwelling with supports may be located in any building type including in combination with another land use such as community facility or commercial.

‘Dwelling, Multiple Unit’ replaces the definition of ‘Apartment Dwelling’ and is defined as follows:
Means a residential building divided horizontal and/or vertically into five (5) or more dwelling units which may have shared entrances, halls, stairs and/or elevators or may feature private entrances, and is not considered to be a rowhouse dwelling for the purpose of this bylaw.

‘Livestock Unit’ is hereby amended by the deletion of the chart and associated notes.

‘Nutrient Unit’ is hereby deleted.

‘On-Farm Diversified Use’ is defined as follows:

Means uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses and uses that produce value-added agricultural products. On-farm diversified uses may include accessory retail of goods produced on the property or goods produced on farms located within a 50km radius to a limited scale.

Residential Use is amended by the deletion of the word “private”.

4. Section 3.2.2.3 is amended by the addition of “other than a detached Additional Residential Unit” between structure and shall.

5. Section 3.2.2 (Location of Accessory Building) is amended by the addition of the following:

“3.2.2.7. Accessory Building Containing Additional Residential Unit (ARU)

This provision applies in all zones where an ARU is a permitted uses with the exception of the General Agriculture (AG1) and Agricultural Small Holding (AG4) zones.

An accessory building containing an Additional Residential Unit (ARU) is permitted subject to the following:

- An accessory building containing an ARU shall be located in either the rear or interior side yard and shall be no closer than 3 metres to a property line and shall not be located closer to a street than the setback required for the main building;
- Compliance with Section 3.2.3 and 3.2.4. provided the ARU is no larger than 75% of the gross floor area of the main floor of the main dwelling including attached garages;
- One additional on-site parking space is provided for the ARU in addition to the parking requirements for the main dwelling;
- The ARU must use the same entrance/driveway as the main dwelling; and
- A mobile home may not be used for an ARU.”

6. Section 3.5.1. is amended by the addition of the ‘Core Commercial Area’ after ‘Highway Commercial’.
7. Section 3.5.2 is amended by the addition of ‘Medium Density Zone (R2) and’ between ‘the’ and ‘High’.
8. Section 3.6.2 is amended by the replacement of ‘0.1m’ with ‘0.3m’

9. Section 3.11 (Adjacent Lands) is amended by the moving of 'Locally Significant Wetland' from 120m to 50m column.

10. Section 3.13. (Garden Suites) is hereby amended by the addition of the following:

"Garden suites will be counted towards the maximum number of dwelling units per property.

Garden suites are permitted to transition to permanent Additional Residential Units provided they meet the policies of this Plan."

11. Section 3.14 (Group Home Special Provisions) is hereby amended by the replacement of 'Group Home' with 'Dwelling with Support'.

12. Section 3.18 (Lot Enlargement, Minor) is hereby amended by the addition of the following:

"This section also applies when lands are closed and conveyed by the Municipality (e.g. in the event of a road closure)."

13. Section 3.27. (Parking Area Regulations) is amended by the addition of the following:

"Notwithstanding any provision to the contrary, for units owned and operated by the Huron County Housing Corporation, 0.25 spaces per dwelling unit shall be provided".

14. Section 3.27.11. (Off Site Parking) is amended by the deletion of "for a non-residential use".

15. Section 3.27.10 (Parking Area Location on a Lot) is amended by the following:

3.27.10.3. Tandem parking spaces are acceptable for residential parking areas.

16. Section 3.30.5. (Mobile Homes) is amended by the addition of "Agricultural Small Holding (AG4) zone" between "zone" and "and".

17. Section 3.34. is hereby amended by the deletion and replacement of 3.34.1 with the following:

3.34.1. Watercourse or Open Municipal Drain up to 4.5 metres in width or a Closed Municipal Drain

No building or structure shall be erected closer than 7.5 metres from the centreline of a closed municipal drain or from the top-of bank of a natural watercourse or open municipal drain having a top width of less than 4.5 metres from top-of-bank to top-of-bank.

3.34.2. Open Municipal Drain or Watercourse between 4.5 metres and 7.5 metres in width

No building or structure shall be erected closer than 15 metres from the top-of-bank of a natural watercourse or open municipal drain having a top width of between 4.5 metres and 7.5 metres from top-of-bank to top-of-bank.

3.34.2a. Watercourse over 7.5 metres in width or Sinkhole

No building or structure shall be erected closer than 30 metres from the top-of-bank of a natural watercourse or open municipal drain which is more than 7.5 metres from top-of-bank to top-ofbank, or from a sinkhole.

18. Section 3.37 (Setback from an active waste disposal site) is amended by the addition of 'or closed' between 'active' and 'waste', the deletion of references to 'residential', the addition of 'Concession 1 LRS, Pt Lot 47, Tuckersmith Ward affecting KM 37' in the brackets, and the addition of 'or previously licensed' after 'licensed'.
19. Section 3.47 (Temporary Accommodation for Workers) is hereby deleted.
20. Section 3.48 (Truck Bodies and Storage Containers) is amended with the addition of the following:
Nothing in this section applies to shipping containers or similar structures which are disassembled and utilized as building materials which comply with the Ontario Building Code.
21. Section 3 is amended by the addition of Section 3.53 as follows:
3.53 On Farm Diversified Uses
 - Are secondary to the principal agricultural use of the property, are operated by the persons residing on the farm and do not interfere with the farm operation and do not conflict with the surrounding uses.
 - Do not cause a traffic or safety concern and provide safe access onto an open public road.
 - Obtain relevant permits from the Health Unit.
 - Agri-tourism uses and Value Added agricultural uses under 1 hectare in size are permitted in the AG1 zone. Uses larger than 1 hectare shall be permitted in the AG3 zone.
 - The area calculation should consider the total area of buildings, structures, outdoor storage, landscaped areas, wells and septic systems, berms, laneways and parking areas but discount those areas which are shared between the agricultural uses and the on-farm diversified use.
 - Buildings can occupy a maximum of 20% of the allowable area calculation. Where a building is proposed to accommodate for on-farm events, the maximum is 120 persons seated capacity or 20% of the allowable area calculation, whichever is less.
 - 25% of the floor area of a building containing an agri-tourism or value added agricultural uses be used for retailing products grown/produced on the farm and goods produced on farms within a 50km radius.
 - Servicing (e.g. private and/or public water & sewage services) for the agri-tourism and value added agricultural uses must be located within the maximum 1 hectare area.
 - Buildings for agri-tourism uses & value added agricultural uses shall be clustered together with buildings for the principle agricultural use of the property.
 - MDS shall apply not apply to on-farm diversified uses and thus are encouraged to cluster with the on-farm dwelling.
 - On-Farm Diversified Uses that include on-farm events (including but not limited to weddings and outdoor concerts) are subject to Site Plan Control.
 - All other on-farm diversified uses may be subject to site plan control.
22. Section 4.2. is amended by the deletion and replacement of the final bullet with the following:
"One Main Dwelling, Accessory to an agricultural use and Additional Residential Unit(s) (total of 2) with one (1) within the main dwelling and/or one (1) within a detached structure".
23. Section 4.2 is amended by the addition of 4.2.11. as follows:
Residential units for farm labour, accessory to agriculture
On-Farm Diversified Uses subject to provisions of Section 3.

24. Section 4.3 is hereby deleted and replaced with the following:

- Building and structures for the permitted uses;
- One detached main dwelling (which may take the form of a mobile home) which may contain an Additional Residential Unit and a maximum of one (1) detached Additional Residential Unit
- One multi-unit residential building for farm labour including a rowhouse
- Other buildings and structure accessory to the permitted uses
- More than one agricultural building per lot is allowed.

25. Section 4.4 is hereby amended by the addition of Section as follows:

Additional Residential Unit in Accessory Structure

- Permitted with a maximum separation of 60m measured from the main dwelling;
- Must utilize the same laneway as the main dwelling;
- Comply with setbacks as listed in 4.4;
- Must comply with Minimum Distance Separation Formulae to barns on separately titled lots.

26. Section 4.4. is hereby amended by the deletion of the 'Setback from an Active Waste Disposal Site' section.

27. Section 4.5 is amended by the addition of the following:

"New and expanding barns are not required to apply MDS to AG3 uses or On-Farm Diversified Uses".

28. Section 4.5.1. (Minimum Distance Separation for Expansions) is hereby deleted.

29. Section 4.5.2 is amended with deletion of 'For Closed or Inactive Cemeteries' and replaced with the following:

Application of MDS to Cemeteries

"All cemeteries located outside of the settlement areas of the Municipality are considered Low Visitation Cemeteries with the exception of Maitlandbank (42636 Hydro Line Road), St James (43048 Huron Road), Brussels Cemetery (84227 Brussels Line) and St Ambrose (84240 Brussels Line). Low Visitation Cemeteries (whether Closed or Open) shall be classified as Type A Land Use for purposes of MDS".

30. Section 4.7 is deleted and replaced with the following

4.7 Farm Labour Housing

Where additional residential accommodation is demonstrated to be required by commercial scale farms, on-farm labour housing is permitted provided it:

- be located such that the farm labour dwelling is a maximum distance of 60 metres of the main dwelling or if no main dwelling exists, a maximum distance of 60 metres from the largest building (eg. livestock barn, greenhouse, etc);
- utilizes the same laneway as the dwelling and/or barn;
- comply with setbacks as listed in 4.5.4; and
- comply with Minimum Distance Separation Formulae to barns on separately titled lots.

Farm labour housing is not considered an Additional Residential Unit for the purpose of this Bylaw.

31. Section 6.4. is hereby amended by the deletion of the 'Regulations for accessory residential uses' section.

32. Amend Section 6.5 as follows:

Minimum Distance Separation (I and II) does not apply to Agricultural Commercial Industrial (AG3) uses.

33. Section 7.2 is amended by the addition of the following:

‘Dwelling with supports’

One (1) Additional Residential Unit within/attached to main dwelling or within an accessory building.

34. Section 7.3 is amended by the addition of:

Additional Residential Unit in a detached dwelling, within a detached accessory building not containing livestock, or as a modular home dwelling or mobile home.

35. Section 7.2 is amended by the deletion of:

‘limited scale livestock use in accordance with Section 7.7’

36. Section 7.2 is amended by the deletion of ‘limited’ after ‘agricultural use’.

37. Section 7.3 is amended by the deletion of:

‘double wide’ and

38. Section 7.3 is hereby amended by the replacement of ‘barns in accordance with Section 7.7 with “barns in accordance with 7.4.1.1”

39. Section 7.4 is added as follows:

7.4.1 Accessory Structures

7.4.1.1. Accessory Building Containing Livestock

Notwithstanding any provision of this by-law to the contrary, an accessory building containing livestock may be established subject to the following:

- Front Yard (minimum): 17 metres
- Exterior Side Yard (minimum): 17 metres
- Interior Side Yard (minimum): 10 metres
- Rear Yard (minimum): 10 metres
- Building height (maximum): 9 metres
- Must be located in rear or interior side yard.
- Minimum Distance Separation Formula. Where the yard setbacks as required by MDS are not the same as above, the larger of the two setbacks applies.

7.4.1.2 Accessory Structure containing Additional Residential Unit

- A single ARU is permitted within an accessory building;
- The accessory building containing the ARU must be located a maximum distance of 60 metres measured from the main dwelling or the shared well;
- Must utilize the same laneway as the main dwelling
- Comply with setbacks as listed in 4.5.4;
- Must locate in the rear or interior side yard.
- Must comply with Minimum Distance Separation Formulae to barns on separately titled lots.

7.4.1.3. Accessory Structure Not Containing Livestock or ARU

Accessory buildings not containing livestock or an ARU are required to meet the following interior side and rear yard minimum setbacks:

For buildings 10 square metres or less: 1 metre

For buildings greater than 10 square metres but less than 100 square metres: 3 metres

For buildings 100 square metres or greater: 5 metres.

40. Section 7.7. is hereby amended by the deletion of the 'Special Provisions, Establishment of new barns' section.

41. Delete Section 18.1 (Residential Low Density R1) and replace with the following:

18.1 Permitted Uses

- Dwelling, single detached
- Dwelling, semi-detached with full services
- Dwelling, duplex with full services
- Dwelling, triplex with full services subject to Section 19.6
- Dwelling, quadraplex with full services subject to Section 19.6
- Dwelling with supports with full services
- Dwelling, converted with full services

42. Section 18.2. is hereby amended by the removal of 'second unit in a single detached dwelling' and replaced with:

Additional Residential Unit(s) subject to Section 18.8

43. Section 18.4 is renamed "Single Detached Dwelling, Converted Dwelling & Dwelling with Supports".

44. Section 18.4 is amended by the deletion of 'Lot Depth' for Full Service Lots.

45. Section 18.4 is amended by the deletion and replacement of 'Lot Area minimums (Corner and Interior) for Partially and Privately serviced lots with the following: 2000 square metres.

46. Section 18.4 is amended by the deletion and replacement of 'Interior Side Yard' for Full Service Lots with the following: 1.5 metres

47. Section 18.4 is amended for Full Service Lots by the addition of the following:

Where lot frontage is 15m or less, maximum lot coverage is 40%

Where lot frontage is greater than 15 metre, the maximum lot coverage is 35%

48. Section 18.4 is amended by the addition of a maximum height of main building for all service levels of: 11 metres.

49. Section 18.8 is deleted and replaced with the following:

18.8. Additional Residential Units (ARU)

18.8.1 Additional Residential Units – Fully Serviced

The following provisions apply:

18.8.1.1. A maximum of two (2) additional residential units shall be permitted per fully serviced lot with the ARUs either being located:

- Both within or attached to the main dwelling or

- One (1) within or attached to the main dwelling and one (1) within a detached accessory structure.
- A maximum of one (1) ARU is permitted in a single, detached accessory building.

18.8.1.2. One (1) on-site parking space shall be required per ARU in addition to standard residential parking space requirements of this By-law.

18.8.1.3. Where a single detached dwelling unit, semi-detached dwelling unit, or rowhouse dwelling unit contains an additional residential unit, a home occupation is permitted in the additional residential unit.

18.8.1.4. Where an additional residential unit is contained within an accessory building, notwithstanding the provisions of 21.6.4, the following applies:

- Must be located in the rear or interior side yard;
- Rear Yard (minimum): 3 metres
- Interior Side Yard (minimum): 3 metres
- Building Height (maximum): 6 metres
- Building size (maximum): no greater than 75% of the gross area of the main floor of the dwelling including attached garages provided the total buildings do not exceed the maximum lot coverage.

18.8.2. Additional Residential Units (ARU) – Partially or Privately Serviced

The following provisions apply:

18.8.2.1 Where the property is 2 acres in size or larger, a single Additional Residential Unit is permitted either within the main dwelling or in an accessory building provided:

- It utilizes the same laneway as the main dwelling;
- One (1) on-site parking space shall be required per ARU in addition to standard residential parking space requirements of this By-law.

18.8.2.2. Where an ARU is within an accessory building, notwithstanding the provisions of 3.2, the following applies:

- Must be located in the rear or interior side yard;
- Rear Yard (minimum): 3 metres
- Interior Side Yard (minimum): 3 metres
- Building Height (maximum): 6 metres
- Building size (maximum): no greater than 75% of the gross area of the main floor of the dwelling including attached garages provided the total buildings do not exceed the maximum lot coverage.

50. Section 19.1 is deleted and replaced with the following:

Uses permitted in the R1 zone subject to provisions of Section 18.

Rowhouse Dwelling

Multiple Unit Dwelling

Retirement Home

Uses Accessory to the permitted uses.

51. Section 19.2 is amended by the deletion of the reference to 'second unit' and replaced with the following:

Additional Residential Unit(s) within a rowhouse subject to Section 19.7

52. Section 19.3 is amended by the addition of the following:

mobile dwelling unit for purposes of Additional Residential Unit.

53. Section 19.3 is amended by the deletion of the first two bullets.

54. Section 19.4 is deleted.

55. Section 19.5 is renumbered 18.4.1. and amended as follows:

“Lot Depth deleted” for both columns

“Interior Side Yard Depth reduced to 1.5m” in both columns

56. Section 19.6 is amended as follows:

“Lot Depth deleted” for both columns

“Interior Side Yard Depth reduced to 1.5m” in both columns

Deletion of ‘Floor area minimums’ under ‘Boarding, Lodging or Rooming House Provision

‘1.5 spaces’ is replaced with ‘1 space’

57. Section 19.7 is renamed ‘Dwelling, Rowhouse Zone Provisions’ and amended as follows:

Deletion of ‘Lot Depth’

Reduction of Interior Side Yard to 1.5 metres

Increase of Lot Coverage to 45%

Reduction of Rear Yard to 7.5 metres

Deletion of ‘Number of dwelling units per building’

Deletion of ‘Floor area per dwelling unit’

58. Section 19.8 is renumbered 18.4.2. and the chart within is hereby deleted.

59. A new Section 19.8 is as follows:

19.8 Multiple Unit Dwelling and Residential With Supports (Full Services)

Lot area minimum 740 square metres

Lot frontage minimum 20 metres

Lot coverage maximum 40 percent

Front Yard & Exterior Side Yard minimum

Local Road: 6 metres measured from lot line

County/Provincial Road: 10 metres measured from lot line or 25 metres measured from centre line of road, whichever is greater

Rear Yard (minimum) 7.5 metres

Interior Side Yard (minimum) 3 metres

Landscaped Open Space 30 percent

Height of Building 11 metres

A triplex, fourplex, rowhouse and/or multiple unit dwelling which is further subdivided in accordance with Section 50 or 51 of the Planning Act is deemed to comply with provisions of Section 19.

60. Section 20.1. is deleted and replaced with the following:

- Rowhouse dwelling
- Multiple unit dwelling
- Dwelling with Supports subject to Section 19.8
- Retirement home or home for the aged
- Community facility within multiple unit residential dwelling
- Uses accessory to the permitted uses

61. Section 20.2. is amended by the deletion of 'second unit' provision and replaced with the following:

Additional Residential Unit within a rowhouse subject to Section 19.7

62. Section 20.4 is amended with the deletion of the term 'Multiple Attached Dwelling' and replaced with 'Rowhouse Dwelling'.

63. Section 20.4. is amended as follows:

Deletion of lot depth

Reduction of interior side yard to 1.5 metres

Increase of maximum lot coverage to 45%

Deletion of 'Number of dwelling units per building'

Deletion of 'Floor area per dwelling unit'

Reduction of Rear Yard to 7.5 metres

Deletion of Outdoor Common Amenity Area

64. Section 20.5 is amended with the replacement of the term 'Apartment Building' with 'Rowhouse Dwelling and Dwelling with Supports'.

65. Section 20.5 is amended as follows:

Deletion of Lot Depth

Increase in Lot Coverage to 45%

Deletion of 'Floor area per dwelling unit'

Deletion of 'no common walkway' provision

Deletion of Privacy Yards

Replacement of 'Outdoor Common Amenity Area' with the following: A communal amenity area of no less than 100 square metres with a square or rectangular orientation shall be provided.

66. Section 20.5 is amended by the addition of the following:

Title Separation of Dwelling Units

A rowhouse or multiple unit dwelling which is further subdivided in accordance with Section 50 or 51 of the Planning Act is deemed to comply with provisions of Section 20.

67. Section 20.8 is amended by the deletion of the following from the R3-1 zone:
“the continuance of”

68. Section 27.6 is hereby amended by the addition of the following:

C2-3

In the area zoned C2-3, accessory residential units are not permitted. All other provisions continue to apply.

69. Section 29.2.4 is hereby amended by the addition of the following:

‘The total ground floor area of the commercial use in the building must be a minimum of 50 m²’.

70. Section 30 is amended by the deletion of ‘dwelling units secondary to a commercial use within the rear portion or upper stories of a commercial building’.

71. Section 30.4 is hereby deleted.

72. Section 30.6 is hereby amended by the addition of the following:

C5-1

In the area zoned C5-1, dwelling units secondary to a commercial use are not permitted. All other provisions of the Bylaw continue to apply.

73. This by-law affects Key Maps 37, 38, 38A and 53 of By-law 52-2006, as attached as Schedule B.

74. All other provisions of By-law 52-2006, as amended, shall apply.

75. This by-law shall come into force pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

76. This by-law shall come into effect upon final passing, pursuant to Section 34 and 39(1) of the Planning Act, RSO, 1990.

THAT THIS BY-LAW BE ENACTED, SIGNED AND SEALED THIS 4th DAY OF October, 2022.

Bernie McLellan, Mayor

Jessica Rudy, Clerk

PURPOSE AND EFFECT of the General Update is primarily to include direction in the Official Plan and Zoning By-law to allow for more flexible housing options including:

- additional residential uses in towns, villages and agricultural settings; and
- intensification within existing urban neighbourhoods.

The proposed General Update Amendment proposes primarily text changes to the Official Plan and Zoning By-law and select mapping changes. A summary of the proposed changes is as follows:

Agricultural Area

1. Incorporate policies and provisions to permit Additional Residential Units in the agricultural area as follows:
 - a. On commercial scale farms (AG1), a maximum of two (2) ARUs are permitted in either or both of the main dwelling and detached unit provided the detached ARU is located within 60 metres of the existing building cluster and utilizes the same laneway.
 - b. On small agricultural holdings (AG4) and ARU is permitted in either the main dwelling or detached unit provided the detached ARU is located within 60 metres of the main dwelling, in rear or side yard, and utilizes the same laneway.
2. Clarify that MDS does not apply to On-Farm Diversified Uses and Agricultural Commercial Industrial Uses.
3. Amend the application of MDS to cemeteries such that select cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).
4. Removal of livestock limitations in the Agricultural Small Holding (AG4) Zone and Special AG1 Zones.
5. Introduce setbacks for buildings containing livestock on AG4 properties.
6. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.
7. Update On-Farm Diversified Use policies and provisions to reflect updated Provincial Policy and permit a wider range of on-farm businesses (on-farm markets, on-farm events facility, etc).

Settlement Areas

1. Incorporate provisions for Additional Residential Units (ARU) in R1, R2 and R3 zones in fully serviced settlement areas and unserviced settlement areas subject to lot size and area for septic systems in unserviced areas.
3. Introduce definitions for rowhouse (in place of multiple attached), additional residential unit, multi-unit residential building (in lieu of apartment, stacked townhouse, etc), residential with supports (in lieu of hospice, group home, transitional housing, overnight respite care, etc).
5. Permit residential with supports in R1, R2 and R3 zones.
6. Permit triplexes and quadraplexes in R1 zone.
7. Remove unit maximums in low, medium and high density residential areas.

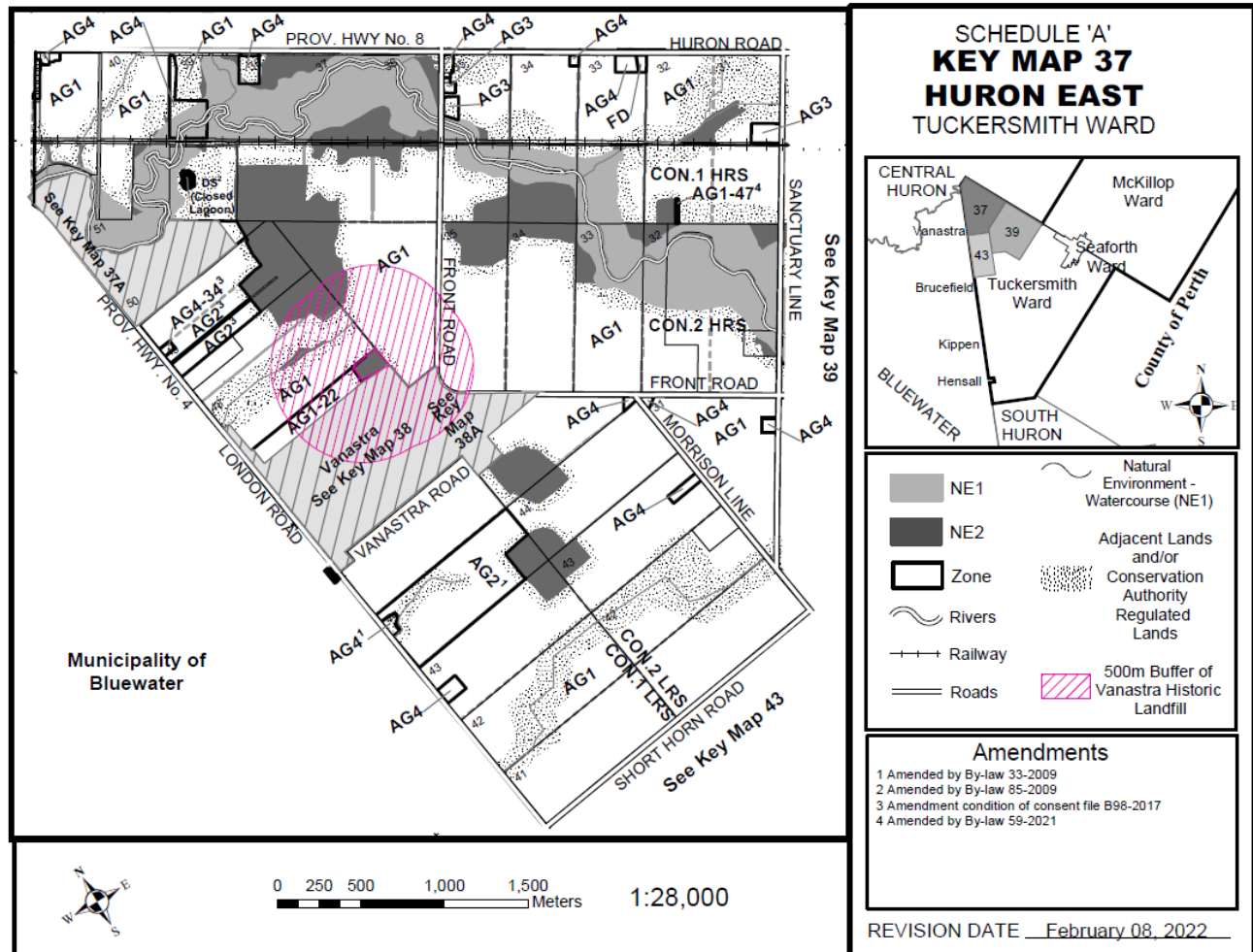
8. Require minimum density threshold of 15 units/hectare in newly developing areas.
9. Reduce interior side yard setbacks from 3 metres to 1.5 metres for all building types except multi-unit residential buildings over 2 storeys.
10. Increase maximum lot coverage for single detached to 40% (from 35%) where the lot frontage is 15m or less.
11. Remove lot depth requirements for residential development in serviced areas.
12. Remove provisions regulating the location of common walkways.
13. In R3 zones, replace Privacy Yard with Communal Outdoor Amenity Space requirements.
14. Remove minimum ground floor area requirements for multiple unit residential buildings.
15. Amend provisions to allow for the separation of rowhouses and multiple unit dwellings into freehold units.
16. Increase maximum lot coverage for rowhouse dwellings to 45%.
17. Amend Core Area Commercial (C4) to clarify that where dwelling is located to rear of main floor commercial use, the depth of the commercial (or non-residential) use must be a minimum of 7 metres.
18. Amend Section 3.32 (Setbacks from an Active or Closed Waste Disposal Site) to clarify that studies must be completed for all uses, not exclusively residential and/or livestock buildings.
19. Clarify 3.40 (Truck Bodies and Storage Containers) that this does not apply to storage containers which are disassembled and utilized as building materials which comply with the Ontario Building Code.

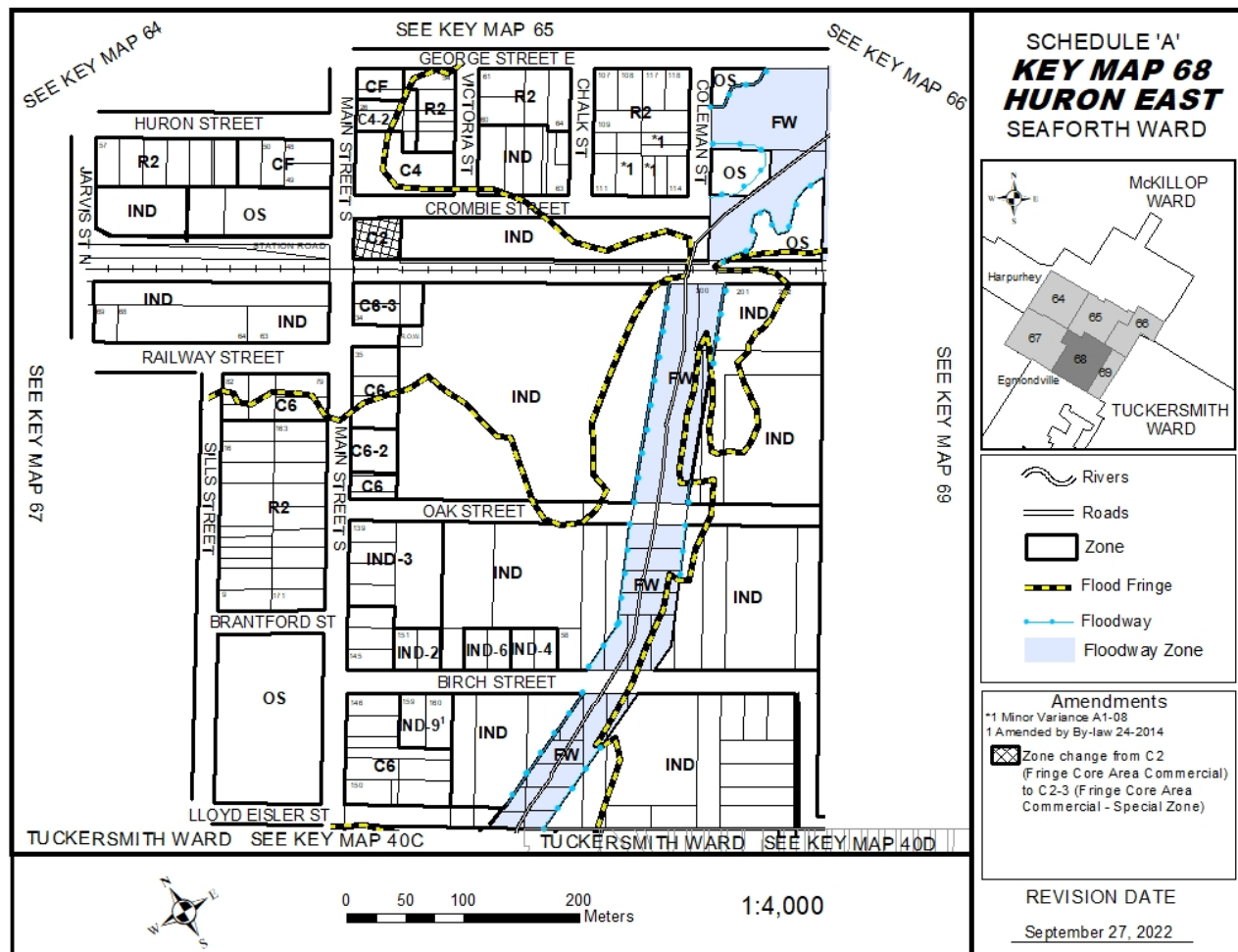
Changes to the zones maps or zone text for the following properties:

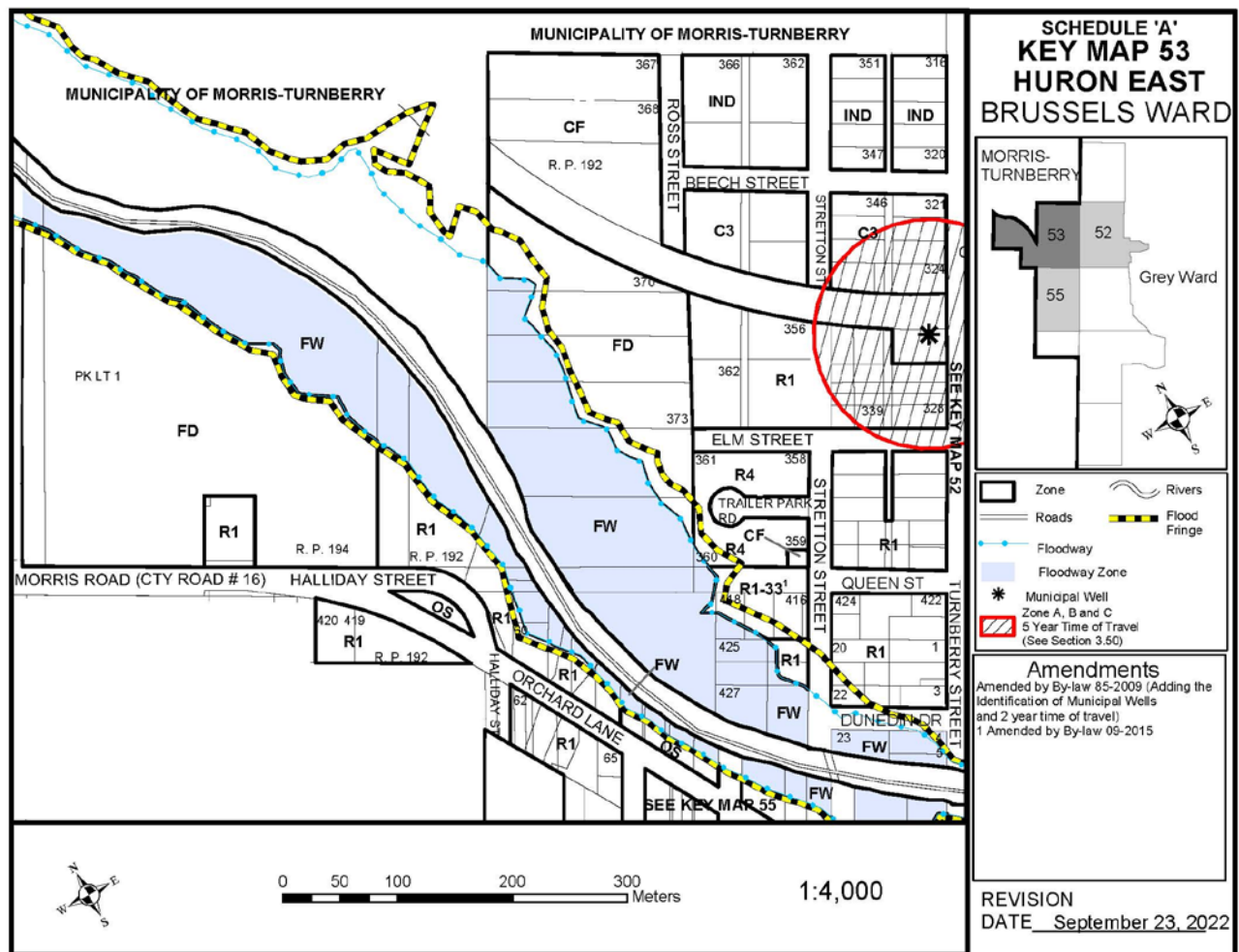
1. Part Lot 47, Concession 1 London Road Survey, Tuckersmith Ward, Municipality of Huron East (no municipal address assigned) to establish required buffer around former landfill immediately north of Settlement Area of Vanastra as shown on the attached Schedule "B"; and
2. Lot 316 of Plan 192, Brussels Ward, Municipality of Huron East (200 Turnberry Street) from Industrial (IND) Zone to Residential Low Density- Holding Zone (R1-H) as shown on the attached Schedule "B".
3. Lot 317 of Plan 192, Brussels Ward, Municipality of Huron East (210 Turnberry Street) from Industrial (IND) Zone to Residential Low Density (R1) as shown on the attached Schedule "B".
4. Lot 32 of Plan 391, Seaforth, Municipality of Huron East (138 Main Street South) from C2 (Fringe Core Area Commercial- Seaforth Zone) to C2-3 (Fringe Core Area Commercial- Seaforth Zone- Special Zone) as shown on the attached Schedule "B".
5. Properties within Wellhead Protection Areas to identify time of travel areas as shown on the attached Schedule "B".

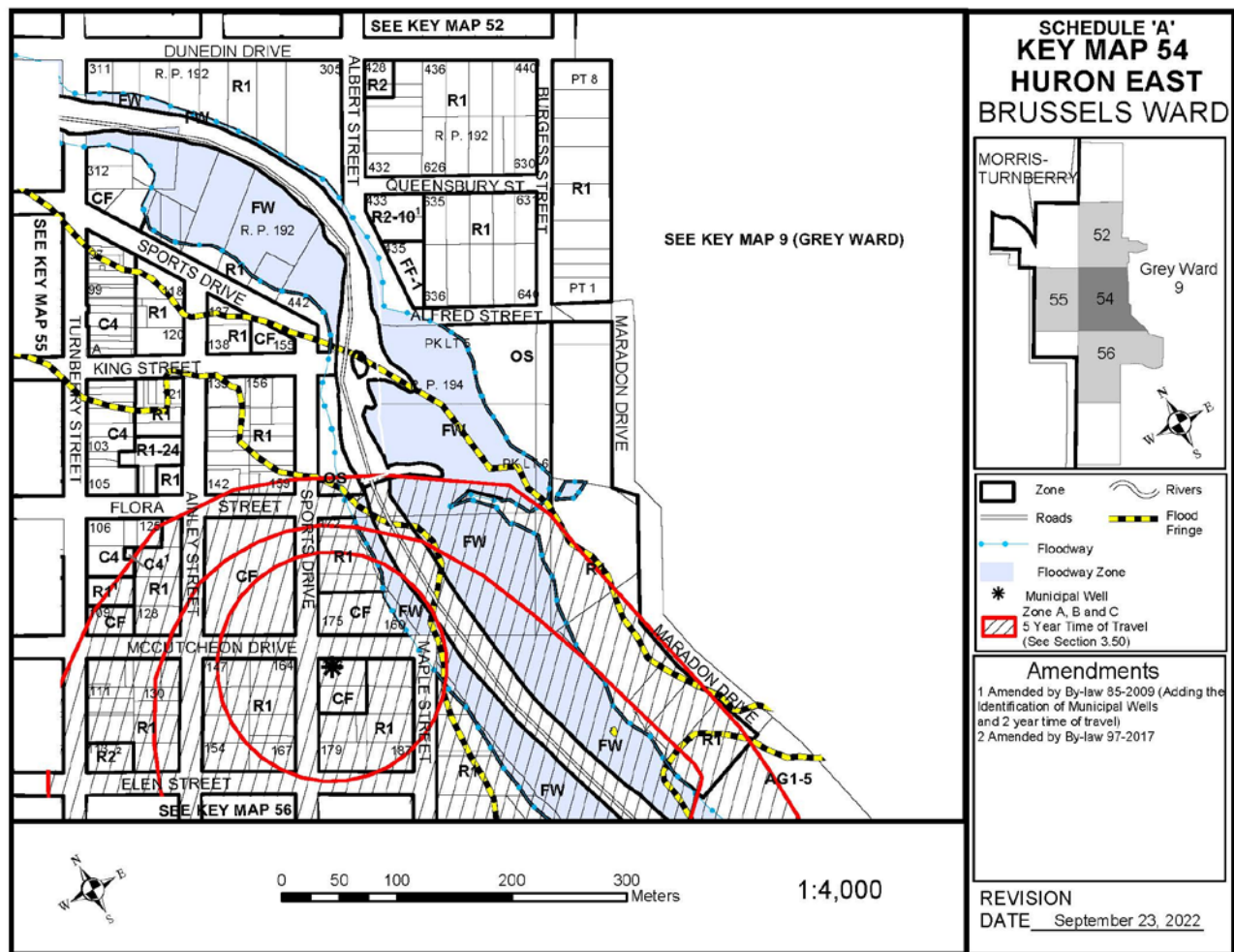
The text amendment applies to all the lands within the Municipality of Huron East.

Schedule B

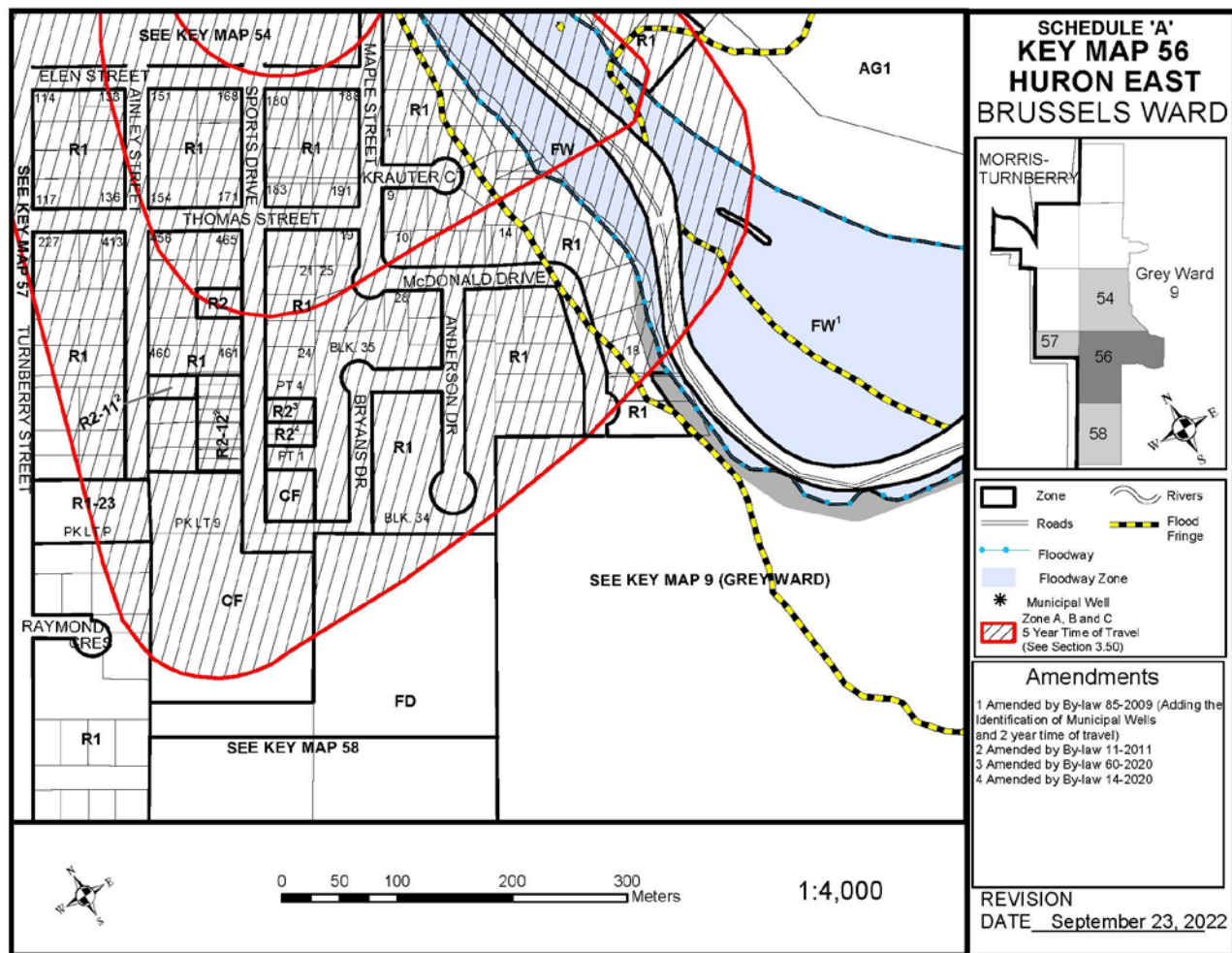


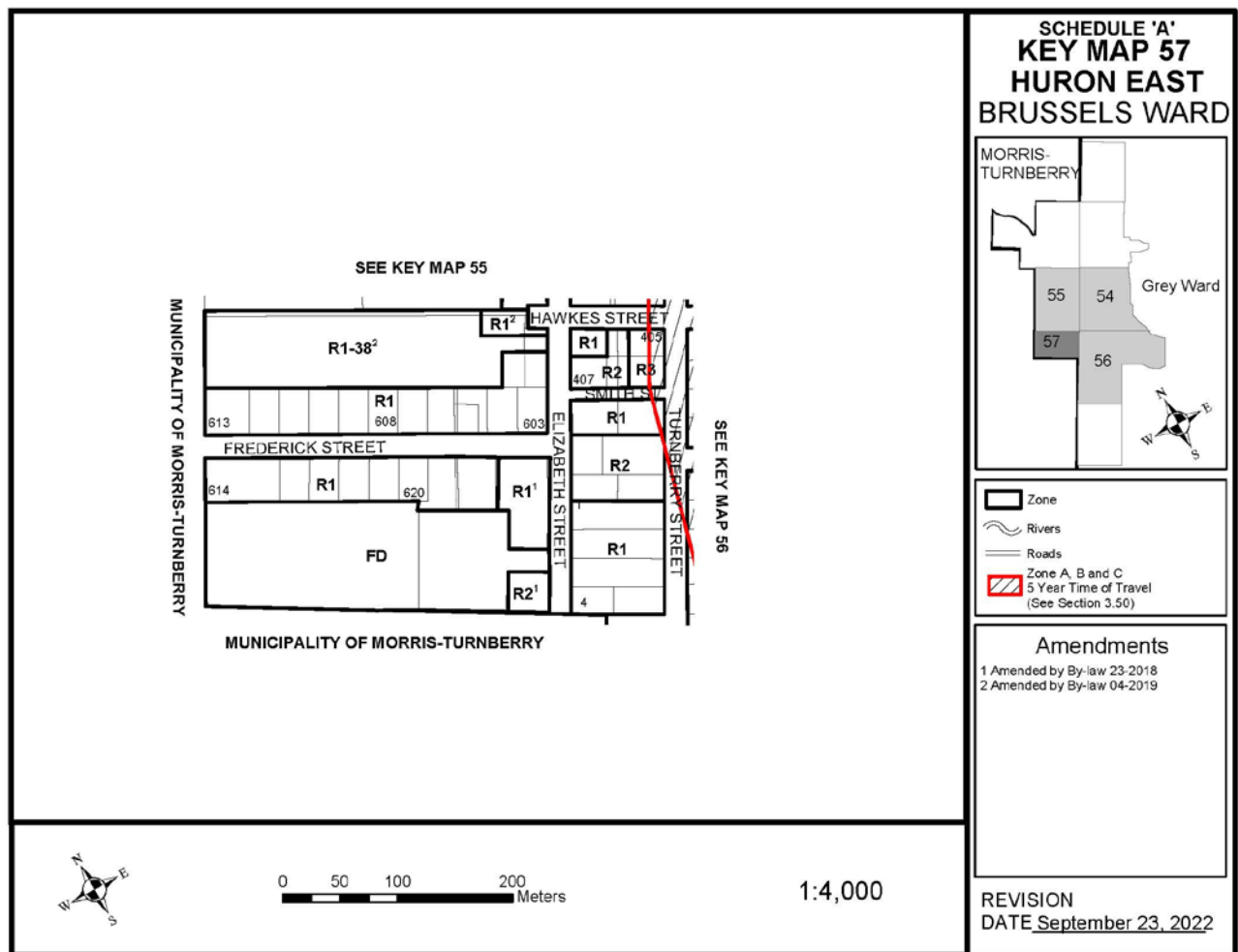


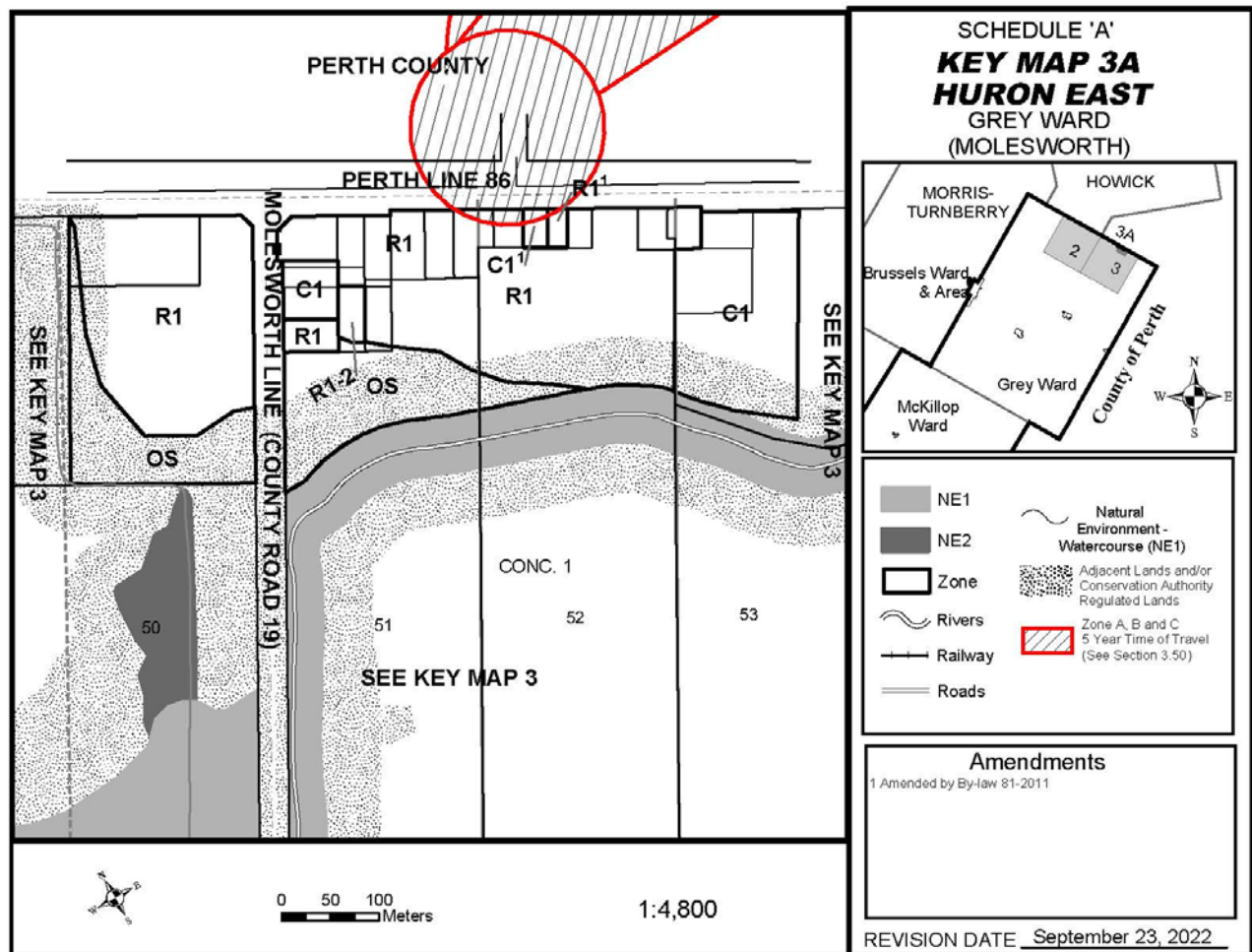




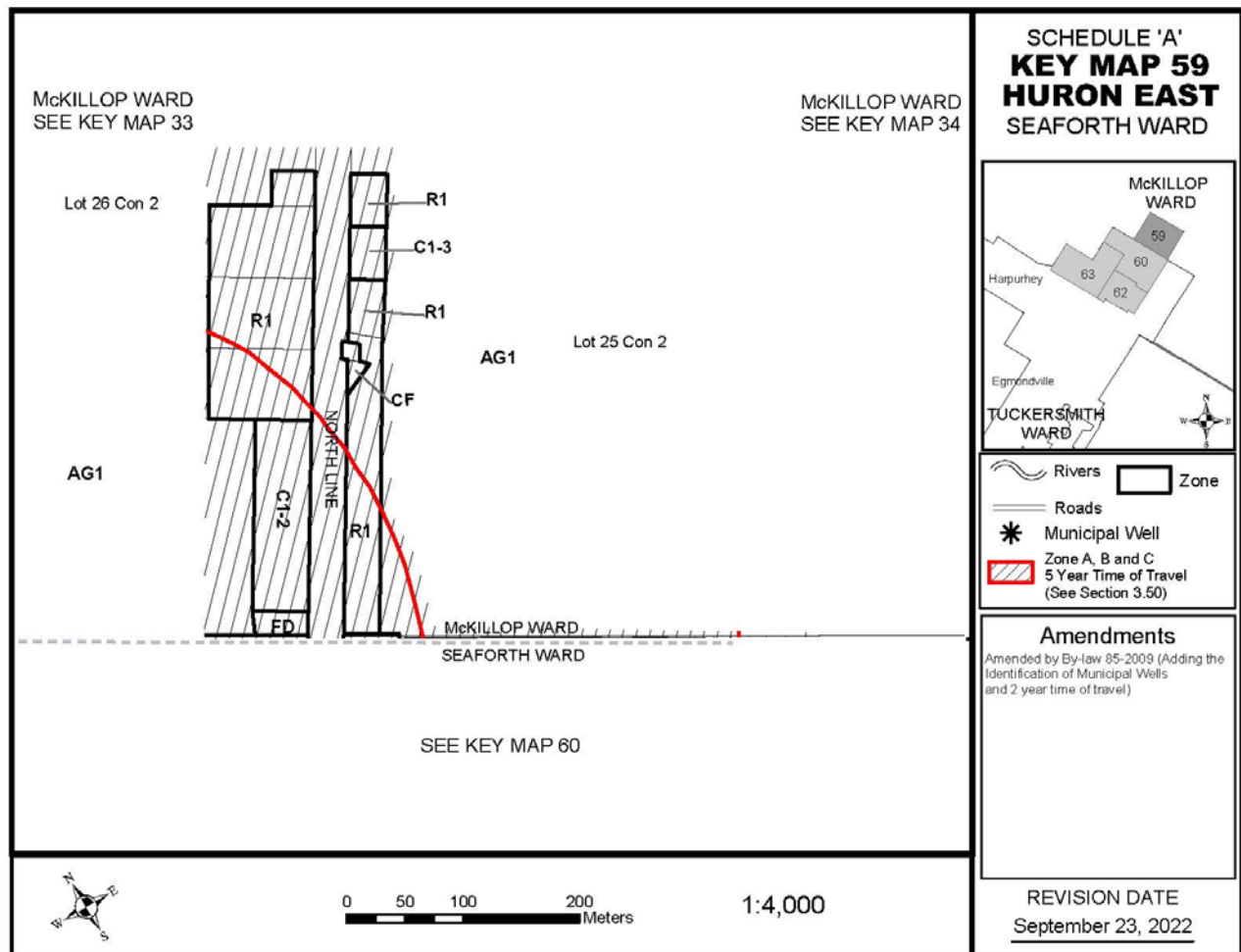


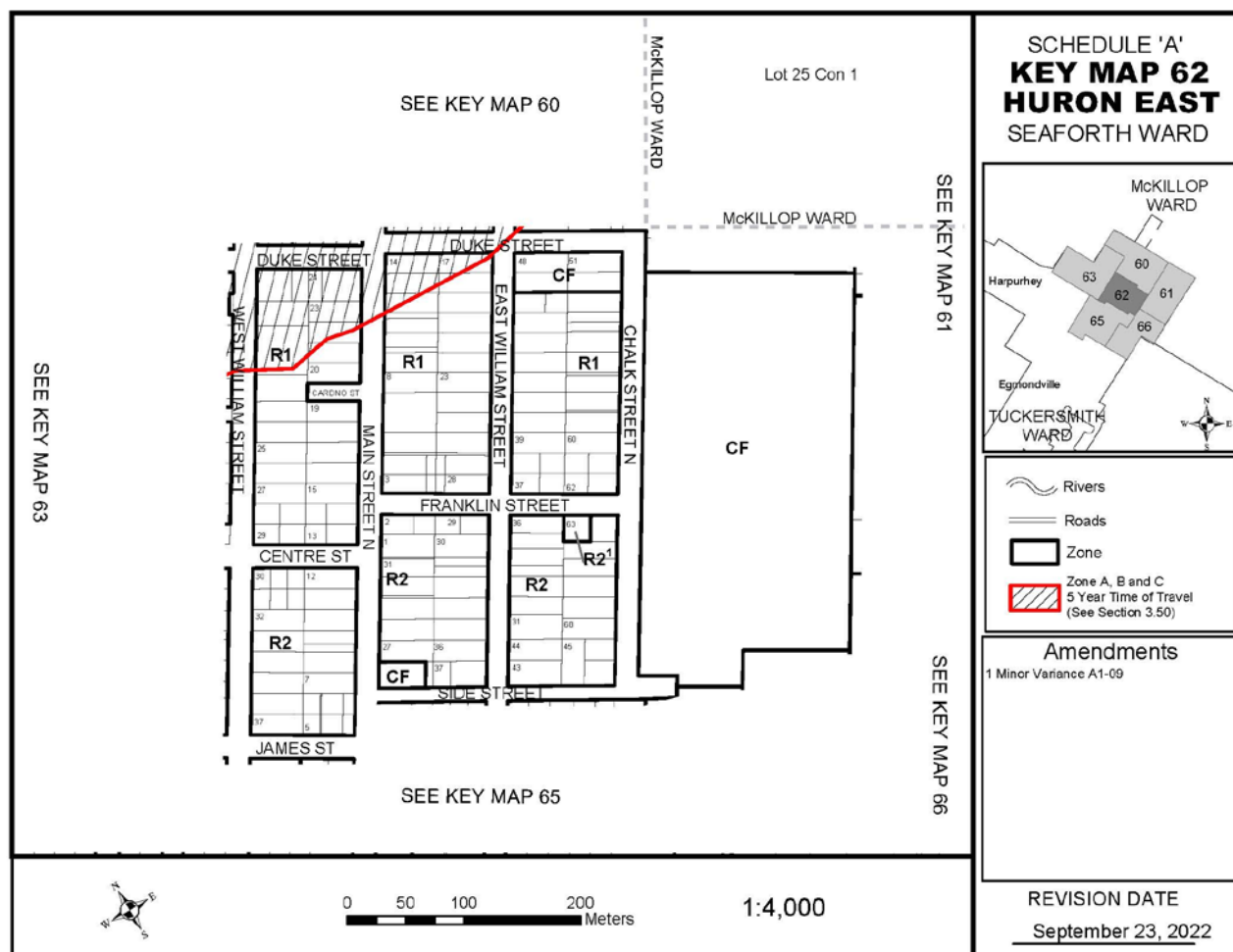


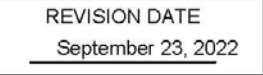


















The Corporation
of the
Municipality of Huron East
By-law No. 085 for 2022

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 4th day of October, 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 4th day of October, 2022.

Read a third time and finally passed this 4th day of October, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk