



Municipality of Huron East

Council Agenda

Tuesday, February 7, 2023 at 7:00 P.M.

Council Chambers

2nd Floor, 72 Main Street South, Seaford, ON

1. Closed Session

That a closed meeting of Council be held on Tuesday, February 7, 2023 at 6:00 p.m., in the Town Hall Council Chambers, in accordance with Section 239 of the Municipal Act, 2001 for the purpose of the following matters:

- 1.1** Adoption of January 10, 2023 Closed Session of Council meeting Minutes **(Distributed Separately)**
- 1.2** 239(2)(c) – report regarding proposed or pending disposition of land **(Distributed Separately)**

2. Motion to Reconvene and Reporting Out

3. Call to Order & Mayor's Remarks

4. 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.

5. Confirmation of the Agenda

6. Disclosure of Pecuniary Interest

7. Minutes of Previous Meeting

- 7.1** [Regular Meeting](#) – January 10, 2023

8. Public Meetings/Hearings and Delegations

- 8.1** [Delegation](#): Leanne VanLoo, Treasurer and Te-Anna VanDyke,
Executive from Vanastra Curling Club re: Request to Lease Payments
and Kitchen Rental

Page 27

- 8.2** [Public Hearing](#) re: Minor Variance MV01-2023

Page 29

9. Planning

- 9.1.** [Planner's Report](#) re: Consent Application C112-22

Page 37

10. Accounts Payable**11. Reports & Recommendations of Municipal Officers**

- 11.1** [CAO-23-04](#), Vanastra Curling Club Kitchen Rental

Page 42

- 11.2** [CAO-23-05](#), Agricultural Land Leases

Page 45

- 11.3** [CAO-23-06](#), Child Care and Early Years Programs and Service
Agreement

Page 48

- 11.4** [CAO-23-08](#), Building Maintenance Report: October to December,
2022

Page 49

- 11.5** [CAO-23-09](#), Oversight Committee – Community Safety & Well Being

Page 62

- 11.6** [CLK-23-02](#), Baker Municipal Drain Tender Results

Page 65

- 11.7** [CLK-23-03](#), Citizen Appointments to Committees and Trusts

Page 69

- 11.8 [CLK-23-04](#), Revision to the 2023 Schedule of Meetings
Page 71
- 11.9 [CLK-23-05](#), Records Management and Electronic Signature Policies
Page 73
- 11.10 [CBO-23-01](#), 2022 Year End Building Report
Page 95
- 11.11 [FIN-23-01](#), Electric Vehicle Charger Station Rate
Page 98
- 12. **Correspondence**
- 13. **Unfinished Business**
- 14. **Municipal Drains**
- 15. **Council Reports**
 - 15.1 Council Member Reports
 - 15.1.1 County Council Report
 - 15.1.2 Other Boards/Committees or Meetings/Seminars
 - 15.2 Requests by Members
 - 15.3 Notice of Motions
 - 15.4 Announcements
- 16. **Information Items**
 - 16.1 [Maitland Valley Conservation Authority](#) re: 2023 Draft Work Plan and Budget
Page 99
 - 16.2 [Huron County Library](#) re: Libraries Transforming Communities (LTC) Project
Page 112
- 17. **Other Business**

18. By-laws

- 18.1 By-law 078-2022**, A By-law to for the Baker Municipal Drain, Branch A – Final Reading

Page 113

- 18.2 By-law 007-2023**, A By-law to Authorize a Lease Agreement with the Seaforth Optimist Club

Page 114

- 18.3 By-law 008-2023**, A By-law to Dedicate Blocks 16 and 17 on Plan 22M-16 and Block 30 of Plan 621, as a Public Highway forming Parts of Briarhill Road and Linda Drive in the Municipality of Huron East

Page 118

- 18.4 By-law 009-2023**, A By-law to Authorize a Lease Agreement with the Tanner Steffler Foundation

Page 119

- 18.5 By-law 010-2023**, A By-law to Authorize Agricultural Land Leases

Page 126

- 18.6 By-law 011-2023**, A By-law to Authorize Service Agreement with the County of Huron for the Vanastra Early Childhood Learning Centre

Page 136

- 18.7 By-law 012- 2023**, A By-law to Establish an Oversight Committee for the Huron County Community Safety and Well-Being Plan and to Appoint Members to that Committee

Page 174

19. Confirmatory By-law

- 19.1 By-law 013-2023**, A By-law to Confirm the Proceedings of Council

Page 186

20. Adjournment



Municipality of Huron East Council Meeting Minutes
Council Chambers
72 Main Street South, Seaford, ON
Tuesday, January 10, 2023

Members Present:

Mayor: Bernie MacLellan; Deputy Mayor: Alvin McLellan; Councillors: Raymond Chartrand, Brenda Dalton, Dianne Diehl, Larry McGrath, Justin Morrison, *Jeff Newell, John Steffler, and Gloria Wilbee

Staff Present:

CAO Brad McRoberts; Director of Finance/Treasurer Stacy Grenier; Drainage Superintendent Ken McCallum; Public Works Manager Barry Mills (Virtual) and Clerk Jessica Rudy

Others Present:

Huron County Planner Jenn Burns

Huron OPP Inspector Jason Younen

Matthew Warzecha, Director of Planning and Development, Polocorp Inc. (Virtual)

1. Call to Order and Opening Remarks

Mayor MacLellan called the meeting to order at 7:03 p.m.

2. Land Acknowledgement

Mayor MacLellan provided the land acknowledgement.

3. Confirmation of the Agenda

Moved by Councillor McGrath and Seconded by Councillor Fisher:

That the Agenda for the Regular Meeting of Council dated January 10, 2023 be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest

Councillor Newell declared a Conflict of Interest to Item 17.2, Personal information about identifiable individuals in regards to the succession plan strategy for a potential direct pecuniary interest.

5. Minutes of Previous Meeting

Moved by Councillor Diehl and Seconded by Councillor Morrison:

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

5.1 Regular Meeting – December 20, 2022

Carried

6. Public Meetings/Hearings and Delegations

6.1 Presentation: Jason Younan, Inspector, Huron OPP re: Policing Services

Huron OPP Inspector Jason Younan provided an overview of the policing services along with associated costs, the integrated service delivery model, analytics and the positive impacts from proactive policing including increased road stops and an 18% reduction of mental health calls.

Inspector Younan responded to Council questions regarding speed enforcement, protocols and community outreach. It was stressed that Council can call Inspector Younan regarding any concerns and confirmed that they will follow up with speed concerns in Ethel and Egmondville. Inspector Younan also noted that a speed spy could be purchased by the Municipality, as the raw data is very informative.

7. Accounts Payable

8. Reports & Recommendations of Municipal Officers

8.1 CAO-23-01, Fees & Charges By-law

CAO Brad McRoberts highlighted the various changes in the 2023 Fees & Charges By-law and stated a building permit fee review, which contains a professional study, will be coming forward in the 2023 Budget.

In response to Council, B. McRoberts clarified the fee structure and notice requirements for the Vanastra Early Childhood Centre, and noted that an analysis regarding the hourly charge at the arena facilities can be undertaken.

Moved by Councillor Chartrand and Seconded by Councillor Wilbee:

That the Council of the Municipality of Huron East approve the proposed fees and charges for 2023;

And That Council consider the By-law to set the fees and charges for 2023.

Carried

8.2 CAO-23-02, Policing Services

The report was received for information.

8.3 CAO-23-03, Vanastra Outdoor Rink Committee

CAO Brad McRoberts provided an overview of the report and the recent meeting with the volunteer group. B. McRoberts explained the purpose to establish the Committee and the reasoning of the relocation of the rink.

Moved by Councillor Chartrand and Seconded by Deputy Mayor McLellan:

That the Council of the Municipality of Huron East establish a Vanastra Outdoor Rink Committee as a Committee of Council with the following representations by public members:

- Committee Co-Chairs: Shane Kyle & Pam Stanley;
- Fundraising Lead: Joy Paquette;
- Daily Inspectors:
 - Morning: Erica Johnston & Nick Bolger;
 - Evenings: Brody Vermee & Taylor Myre;
 - Snow Removal: Shane Kyle;
 - Flooding: Shane Kyle.

And That Council approve the provision of up to \$2,500 towards capital and operational costs with the provision that dollars raised through fundraising efforts be allocated to the capital and operational costs first;

And Further That Council authorize staff to provide support and use of the Vanastra Recreation Centre electricity and water system (concession booth) for the purposes of storage and maintenance of the outdoor ice rink;

And Further That Council approve the Operation and Risk Management Plan dated January 10, 2023.

Carried

8.4 CLK-23-01, Part Lot Control Exemption - Eastern Portion of Block 17, Briarhill Road – Residential Development – Baker Planning Group (Pol Quality Homes)

Moved by Councillor Morrison and Seconded by Councillor Fisher:

That the Council of the Municipality of Huron East consider the By-law to provide exemption from Part Lot Control for the Eastern Portion of Block 17, Registered Plan 22M-22, Briarhill Road Residential Agreement in Seaforth, Municipality of Huron East, County of Huron.

Carried

Moved by Councillor Morrison and Seconded by Councillor Diehl:

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

(1) CAO

(2) Clerk

Carried

9. Correspondence

10. Unfinished Business

11. Municipal Drains

11.1 DRAINS-23-01, Municipal Drain Status Update

Drainage Superintendent Ken McCallum provided a brief overview of the report and the various status' of the Municipal Drains.

In response to Council, K. McCallum confirmed that a list of contractors is in the process of being developed, however the amount of contractors available is limited.

Council discussed the contractor agreements, noting that there should be stipulations regarding timelines and completion of work.

The report was received for information.

12. Planning

12.1 Planner's Report re: Extension of Draft Plan of Condominium 40CDM16001 (JL Retirement)

Matthew Warzecha, Director of Planning and Development, Polocorp Inc. provided a brief presentation regarding the background to the plan of condominium request for extension and highlighted the next steps in the project. A copy of the presentation is [appended](#) to the original minutes.

In response to Council discussion on the completion of the project, Huron County Planner Jenn Burns explained that another application would need to be submitted, and reviewed, if the deadline is not met.

Moved by Councillor Wilbee and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East support the three-year extension of approval for draft plan of condominium 40CDM16001 JL Retirement Living.

And That the Clerk be directed to forward the supporting resolution to the Huron County

Planning and Development Department for consideration by the approval authority under the Planning Act s. 51(33).

Carried

12.2 Planner's Report re: Consent Application C96-2022

Huron County Planner Jenn Burns provided a background and overview of the application noting that the application be recommended for approval.

Moved by Deputy Mayor McLellan and Seconded by Councillor Steffler:

That the Council of the Municipality of Huron East acknowledge the report of Huron County Planner Jenn Burns, dated January 2, 2023 and has no objection to severance application C96-2022 provided the conditions as outlined in the planner's report, are met.

Carried

12.3 Planner's Report re: Consent Application C111-2022

Huron County Planner Jenn Burns provided a background and overview of the application noting that the application be recommended for approval.

Moved by Councillor Wilbee and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East acknowledge the report of Huron County Planner Jenn Burns, dated January 6, 2023 and has no objection to severance application C111-2022 provided the conditions as outlined in the planner's report, are met.

Carried

12.4 Planner's Report re: Update: Bill 23 Implementation – More Homes Built Faster Act, 2022

Huron County Planner Jenn Burns provided a brief overview of the report noting that the planning material has been updated to reflect the new processes.

The report was received for information.

13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

Deputy Mayor McLellan reported that the County has purchased three new ambulances and discussed the concerns with hospital off loads at the London Hospital. It was also reported that the County is redoing the Wingham patrol yard and that the 2023 Budget was introduced at last meeting.

Deputy Mayor McLellan stated that the electric vehicle charging station price was brought to County Council, noting that the final decision was to charge \$5 per hour. In response, CAO Brad McRoberts confirmed that staff will be bringing forward a report regarding Huron East charging stations in the near future.

13.1.2 Other Boards/Committees or Meetings/Seminars

13.2 Requests by Members

Councillor Morrison requested that the topic of media coverage during the recent snow storm be brought forward to County Council with the request to enhance their social media presence in order to increase communication during a significant event.

Councillor Fisher suggested that the charging station rate be increased according to the Consumer Price Index (CPI) on a yearly basis.

In response to Councillor Fisher, CAO Brad McRoberts stated that staff are still expecting an update from the surveyor in regards to the conditions for sale of 32 Centennial Drive.

13.3 Notice of Motion

13.4 Announcements

14. Information Items

14.1 Ministry of Municipal Affairs and Housing re: Update on Bill 109, the More Homes for Everyone Act, 2022

Received for information.

14.2 Ministry of Finance re: Property Tax Decisions for the 2023 Taxation Year

Mayor MacLellan requested staff to bring forward more detailed information to the next Council meeting.

14.3 Ministry of Natural Resources and Forestry re: Legislative and Regulation Changes Affecting Conservation Authorities

Received for information.

14.4 Council Expenses for December 2022

Mayor MacLellan noted that the expenses showed he attended the Walton Landfill Committee opposed to the Water and Sewer Committee, and clarified that the overall total was correct.

14.5 Ministry of Municipal Affairs and Housing re: Key Initiatives to Help Ministry Meet Government's Goal of Building 1.5 Million New Homes

Received for information.

14.6 Ausable Bayfield Conservation Authority re: Update to Provincial Implementation of Bill 23

Received for information.

14.7 Maitland Valley Conservation Authority re: Legislative and Regulation Changes Affecting Conservation Authorities, Effective January 1, 2023

Received for information.

14.8 Amanda Ripper re: Brussels Farmers Market

Councillor Morrison noted that the letter appeared to contain a request for portable washrooms and requested that staff follow up to clarify the request.

14.9 Jim Hollingworth re: Bill 23 and Bill 39

Received for information.

Moved by Councillor Diehl and Seconded by Councillor Morrison:

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

14.10 Water & Sewer Committee – December 20, 2022

14.11 Walton Landfill Committee – December 21, 2022

14.12 Seaforth Community Development Trust – December 1, 2022

Carried

15. Other Business

16. By-laws

Moved by Councillor Diehl and Seconded by Councillor Steffler:

That Be it Hereby Resolved By-law 001-2023, A By-law to Authorize the Borrowing of Money to Meet Current Expenditures, be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That Be it Hereby Resolved By-law 002-2023, A By-law to Exempt Lands from Part Lot Control – Pol Quality Homes be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Wilbee and Seconded by Deputy Mayor McLellan:

That Be it Hereby Resolved By-law 003-2023, A By-law to Authorize an Agreement with the Municipality of West Perth Respecting Maintenance and Repair of Boundary Roads be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Diehl and Seconded by Councillor Newell:

That Be it Hereby Resolved By-law 004-2023, A By-law to Authorize Amendment 13 to By-law 26-2010 – Operation and Maintenance Agreement of Water and Wastewater Facilities be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Morrison and Seconded by Councillor Dalton:

That Be it Hereby Resolved By-law 005-2023, A By-law to Establish Fees and Charges be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

*J. Newell left the meeting at 9:06 p.m.

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

Moved by Councillor Morrison and Seconded by Councillor Diehl:

That a closed meeting of Council be held on Tuesday, January 10, 2023, at 9:06 p.m., in Town Hall Council Chambers, in accordance with Section 239 of the Municipal Act, 2001 for the purpose of considering the following matters:

- 17.1 Adoption of December 20, 2022 Closed Session of Council Meeting Minutes
- 17.2 239(2)(b) Personal information about identifiable individuals in regards to the succession plan strategy

And that CAO Brad McRoberts and Clerk Jessica Rudy remain in closed session.

Carried

Moved by Councillor Wilbee and Seconded by Councillor Fisher:

That Council of the Municipality of Huron East resumes the regular Council meeting at 10:10 p.m.

Carried

Mayor MacLellan reported out from the Closed Session that Council went into closed session to discuss the succession plan strategy.

18. Confirmatory By-Law

Moved by Councillor Morrison and Seconded by Councillor Dalton:

That Be It Hereby Resolved that By-law 006-2023, a By-law to confirm the proceedings of Council, be given first, second, third and final reading and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

19. Adjournment

Moved by Councillor Diehl and Seconded by Deputy Mayor McLellan:

The time now being 10:11 p.m. That the regular meeting adjourn until February 7, 2023 at 7:00 p.m.

Carried

Bernie MacLellan, Mayor

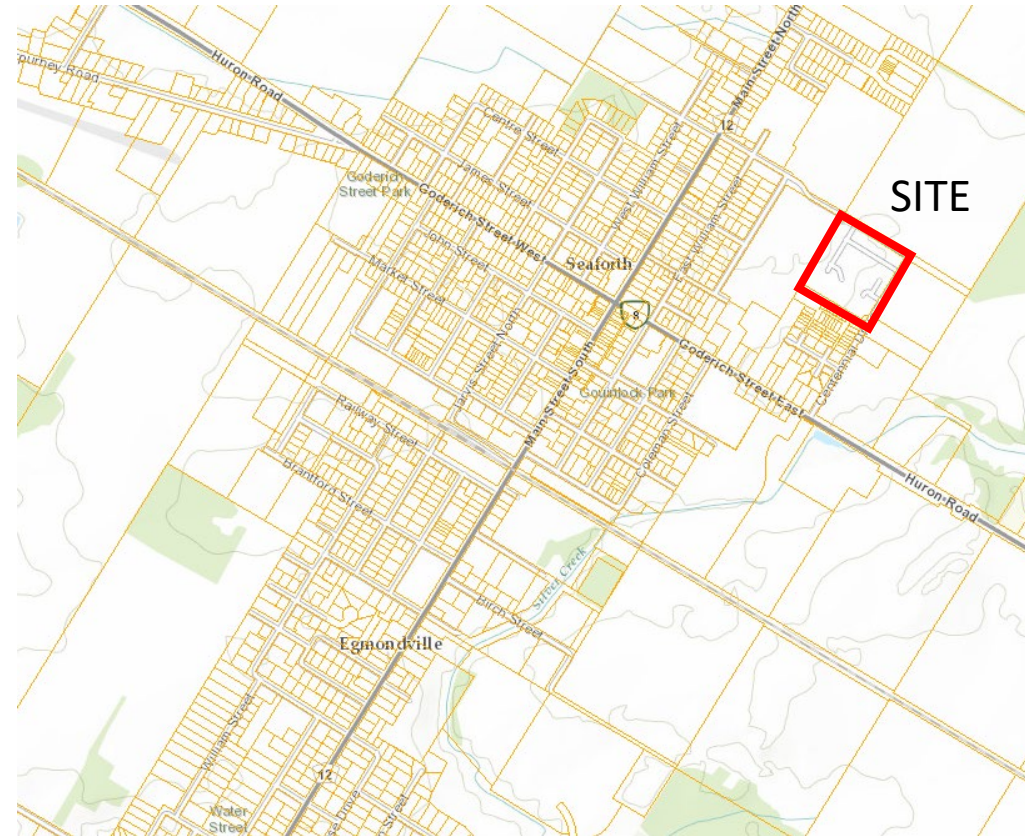
Jessica Rudy, Clerk



Presentation to
Huron East Council
January 10, 2023

Plan of Condominium Extension
Inspired Living Seaforth
51 Centennial Drive

Location

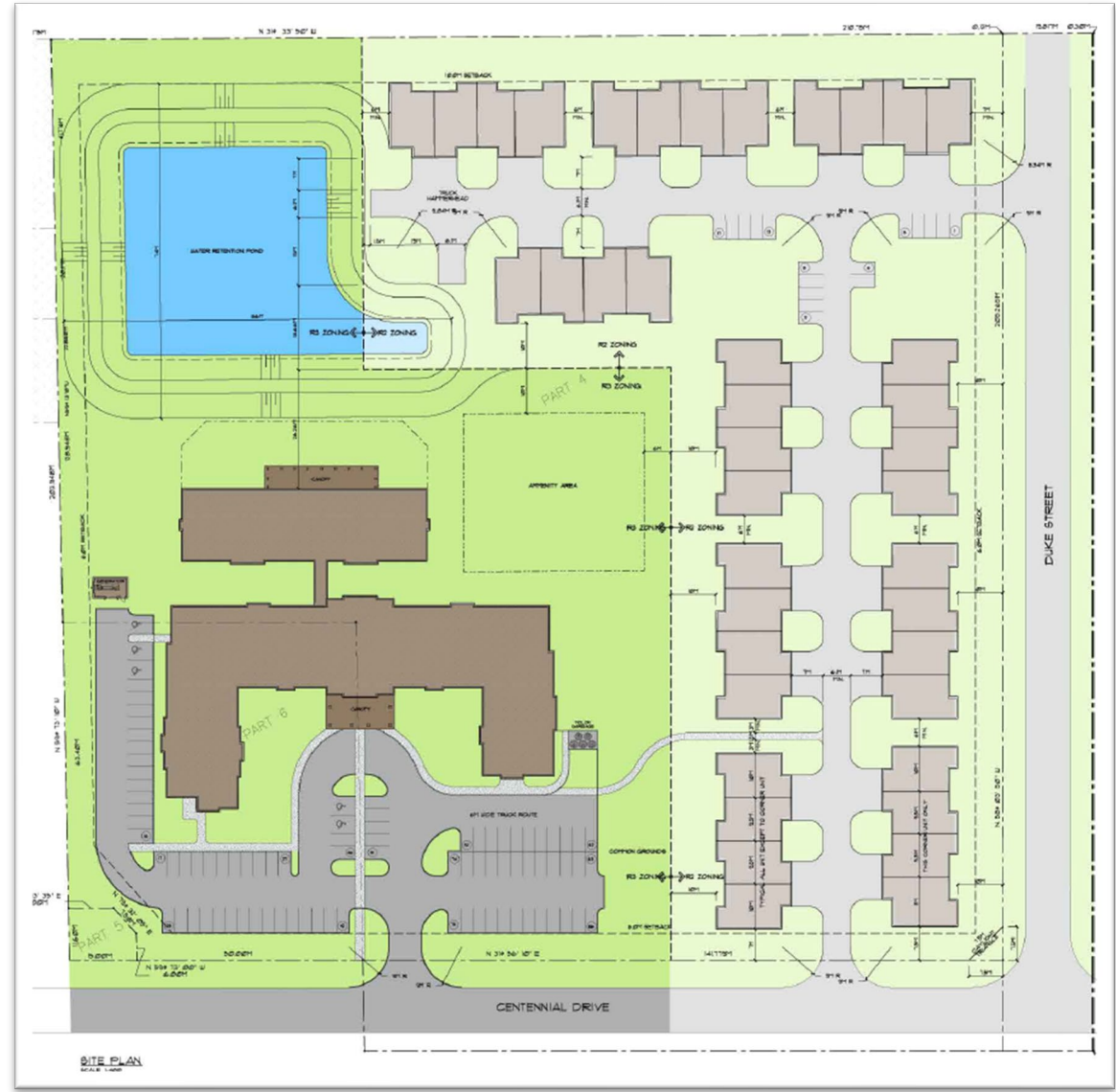


Background

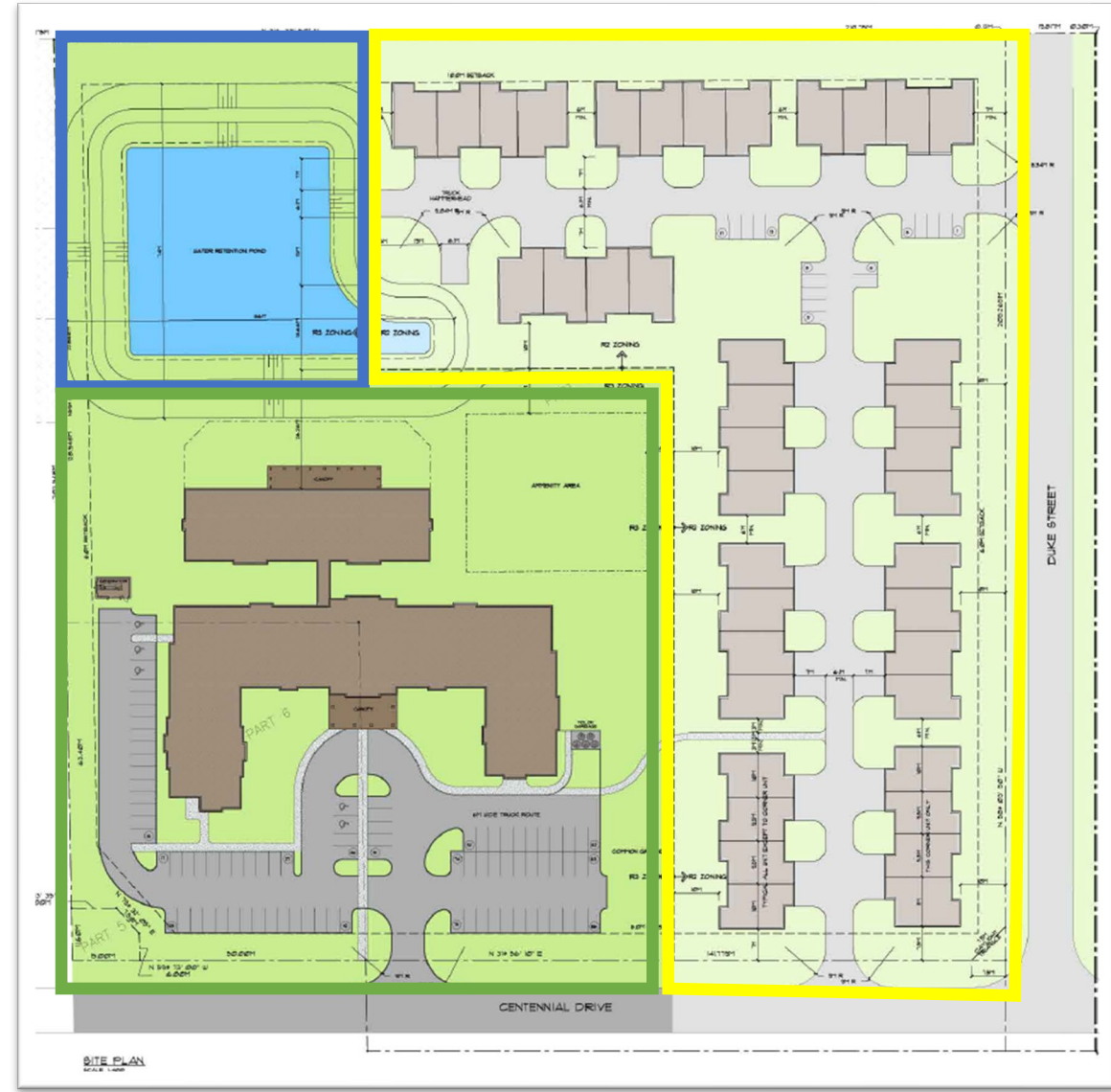
Approved Development:

- Purpose-built retirement community
 - 40 Townhomes
 - Retirement Home
 - Stormwater Management Pond

Background



Background



[illegible]

Background

Previous applications:

- | | |
|--|--------------|
| • Zoning By-law Amendment
(By-law no. 63-2015) | Sept 2015 |
| • Site Plan Approval | Sept 2016 |
| • Draft Plan of Vacant Land Condo
(40CDM16001) | March 2017 |
| • Minor Variance – Huron East
(A02-2017) | Dec 2017 |
| • DPC Extension | January 2020 |

Background

Conditions:

- ✓ Draft declaration prepared
- ✓ Street and underground works constructed
- ✓ Engineering sign off in progress
- ✓ Easements registered
- ✓ Clearance letters received
- ✓ Foundation Agreement in progress

Background

Previous applications:

- Zoning By-law Amendment (By-law no. 63-2015) Sept 2015
- Site Plan Approval Sept 2016
- Draft Plan of Vacant Land Condo (40CDM16001) March 2017
- Minor Variance – Huron East (A02-2017) Dec 2017
- DPC Extension January 2020

Current

- COVID-19 Pandemic begins March 2020
- Final Approval of Plan of Condominium remains outstanding
- Draft approval lapses on March 2, 2023

Proposed

- Extend lapse date to March 2, 2026

Next Steps

- Work with subconsultants to satisfy remaining conditions
- Register Condominium within the next year
- Break ground on construction
- Target occupancy for 2024-2025

Thank You

Questions?

Council Delegation Request

Members of the public or citizen group may submit a Delegation Request to appear before Council or a Committee for the purposes of making a presentation.

Delegation Requests must be received no later than Noon (12 pm) on the Thursday preceding the Council Meeting.

See our [Council Meeting](#) calendar for upcoming meetings.

Date of Council Meeting *

February 7, 2023

Name of Person(s) Making Presentation (Please include Title/Position, if applicable) *

Leanne Van Loo - treasurer
Te-Anna VanDyke - executive

Group/Organization Delegation Represents *

Vanastra Curling Club

Full Mailing Address of Delegation(s) *

39 First Avenue
RR5
Clinton (Vanastra) ONT
N0M 1L0

Phone Number *

519-441-0006

Email Address *

lmvanloo@yahoo.com

Discussion of the outstanding lease payments for the second half of 2020 and the 2021 year.

Along with discussion about the Vanastra Daycare renting the kitchen while renovating.

Please indicate the action/decision being requested of Council. *

Consider waiving the lease payments, per previous communication in 2020 with the CAO, and our interpretation they were being waived, along with no receipt of those invoices.

Some coverage of the increased expenses to the club that would be generated by the Daycare using the kitchen and facility.

Thank you for your Delegation Request.

Please note that delegations are limited to fifteen (15) minutes (including questions from Council) to address Council. Groups are encouraged to appoint one or two spokespersons to address Council on behalf of the group.

If the delegation would like printed information provided to Council in advance of the meeting it must be either delivered to the Clerk by Noon (12 pm) on the Thursday prior to the meeting or attached to this submission. This information will be placed on the Huron East Council Agenda and posted on the municipal website and is available to the public. Large submissions will be reviewed by the Clerk and included (or not) at his/her discretion. Delegates may be asked to provide multiple copies of a large document.

For further information on the procedure for appearing before Council as a Delegation, please contact the Administrative Assistant at 519-527-0160 ext. 29.

All information submitted will be considered to be public information and therefore subject to full disclosure, under the Municipal Freedom of Information and Protection of Privacy Act.

I acknowledge that all presentation material must be submitted to the Clerk's office by Noon (12 pm) on the Thursday before the Council meeting date. *

☒ I agree

Council Meeting Date *

February 7, 2023



Municipality of Huron East

Public Hearing Agenda

Tuesday, February 7, 2023 at 7:00 P.M.

Council Chamber

2nd Floor, 72 Main Street South, Seaforth, ON

The purpose of the public hearing of the Committee of Adjustment is to consider an application and decision for proposed minor variance to the Huron East Zoning By-law 52-2006.

- 1. Call to Order**
- 2. Confirmation of the Agenda**
- 3. Disclosure of Pecuniary Interest**
- 4. Minor Variance Applications**
 - a) [Planner's Report](#) re: MV01-2023 by Mark and Leanne MacDonald for 66 William Street, Egmondville

Page 2

The purpose of the Minor Variance is to request relief from the maximum permitted building height for an accessory building on the subject lands zoned 'Residential Low Density (R1)'. The accessory building will be used for personal storage, including the storage of a motor home. The Minor Variance would permit an increase in the maximum building height from 5 metres to 6 metres and no further relief from the by-law is being requested.

- 5. Adjournment**



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: Municipality of Huron East, Mayor and Members of the Committee of Adjustment

From: Shae Stoll, Student Planner & Jenn Burns, Planner

Date: February 1, 2023

Re: MV01-23 Minor Variance

66 William Street, Egmondville (Legally Described as *PLAN 237, PT PARK Lot 10 AS*, RP 22R3358 PART 2),
Municipality of Huron East

Owner/Applicant: Mark & Leanne MacDonald

RECOMMENDATION

It is recommended that minor variance amendment application MV01-23 be approved with the following conditions:

1. The variance approval is valid for a period of 18 months from the date of the Committee's decision.
2. That the proposed accessory building be constructed as per the sketch submitted with the application.
3. That the proposed accessory building be constructed in the footprint as the old barn, as outlined on concept sketch provided with the application.

PURPOSE

The purpose of this application is to seek relief from Zoning By-law 52-2006 for the Municipality of Huron East. The property subject to this variance is zoned Residential Low Density Zone (R1) on Key Map 40C of the Huron East Zoning By-law, and designated Urban (Egmondville) in the Huron East Official Plan.

The purpose of the Minor Variance is to request relief from the maximum permitted building height for an accessory building on the subject lands zoned 'Residential Low Density (R1)'. The accessory building will be used for personal storage, including the storage of a motor home. The Minor Variance would permit an increase in the maximum building height from 5 metres to 6 metres and no further relief from the by-law is being requested.

Figure 1. 2020 Air photo of the subject lands outlined in orange



Figure 2. Minor Variance concept sketch (as provided by applicant). Sketch shows a 0.95 acre lot with a 1250 ft² one-storey dwelling, garage and 1920 ft² proposed shed.

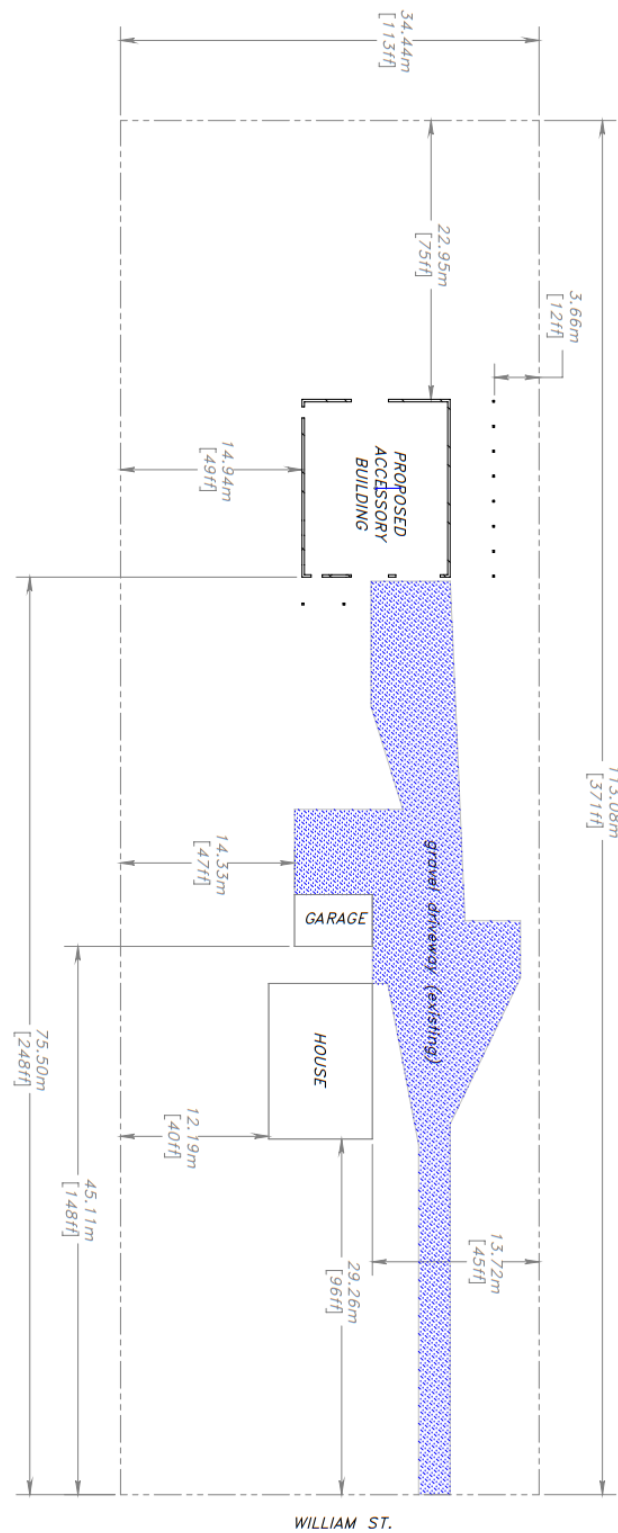
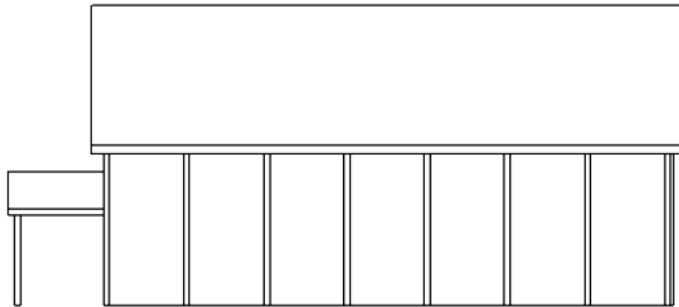
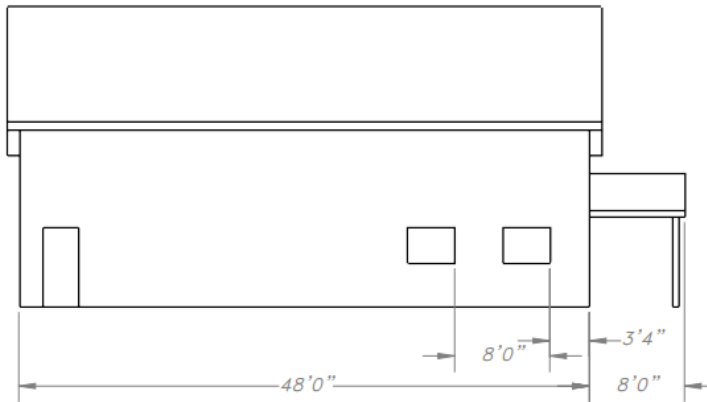


Figure 3. Elevation sketch of building proposed



North Wall



South Wall

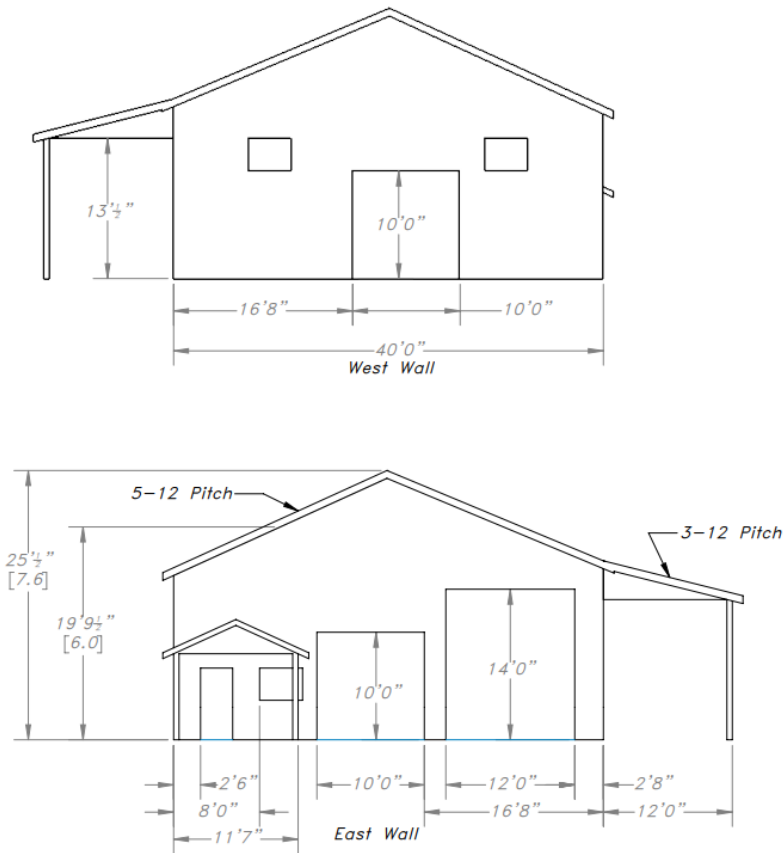


Figure 4. Site visit photo of existing barn



COMMENTS RECEIVED

At the time of report submission, no comments were received during the circulation of this variance application from members of the public. No concerns were received from Municipal staff, neighbours or other agencies at the time of writing this report.

This report was prepared in advance of the Public Meeting. Additional comments may be presented at the Public Hearing for consideration by the Committee.

REVIEW

Each minor variance application must satisfy four tests set out under Section 45 of the Planning Act (1990), as amended. This minor variance application:

Meets the intent of the Huron East Official Plan

The subject lands are designated Urban in the Huron East Official Plan (HEOP) and within the Secondary Settlement Area of Egmondville. Residential development, including uses accessory to a residence, are directed to Settlement Areas. The HEOP Section 6.6.2 outlines several goals for Secondary Settlement Areas such as Egmondville, including that natural settings and aesthetic qualities of urban areas are preserved. This application will allow for the proponents larger personal items, such as a motor home, to be stored inside, instead of on the lawn or elsewhere to ensure that the property meets property standards requirements. The request to increase the height of the accessory structure from 5m to 6m meets the intent of the Huron East Official Plan.

Meets the intent of the Huron East Zoning By-law

The property is zoned R1 in the Huron East Zoning By-law, which allows for accessory structures. The proposal as shown in Figure 2 above, otherwise meets the applicable Zoning By-law provisions such as yard setbacks and lot coverage. *The larger proposed height of the building will be the same height or lower than that of the proposed new dwelling.* The proposal meets the rest of the requirements in the Huron East Zoning By-law and will continue to be utilized for personal residential use. As such, the proposal meets the intent of the Huron East Zoning By-law.

Is desirable for the appropriate development of the lands in question & is minor in nature

The subject property is within the Settlement Area of Egmondville. Due to the design, size and location of the existing parcel, there is significant space to construct the size of shed the applicants are requesting and the new building will be located on the same footprint as the existing structure. The property abuts agricultural lands to the rear and other residential properties to the north and south. The applicants are proposing to site the shed to the rear of the house in the same footprint as the existing shed. As such, the visual impact of the shed is not anticipated to cause an issue with the surrounding neighbours or character of the establishing neighbourhood. The minor variance does not impede on the remainder of the subject lands from a compatibility perspective. The applicants sketch and application material demonstrates that the proposed shed will be built in compliance with the remainder of the plan satisfies all other applicable zoning provisions. Therefore, this application is considered desirable for the appropriate development of the lands and is considered to be minor in nature.

The property is in an area of high archaeological significance. Because the applicant will be constructing the shop in the same footprint as the existing structure, and that the existing structure has been located on the property since before 1937, staff determined that an archaeological study for this particular circumstance may be waived.

CONCLUSION

The variance requested is minor and appropriate and maintains the intent of both the Official Plan and Zoning By-law. It is recommended that the variance be approved with the included standard conditions.

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
Planner

&

Shae Stoll, Student 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 & Shae Stoll, Student Planner
 Date: January 18, 2023

Re: Consent C112-2022

Concession 2, Part Lot 26, McKillop Ward, Municipality of Huron East.

42787 Hydro Line Road

Applicant: Bryan Vincent

Owner: Vifco Management Inc.

RECOMMENDATION

That application C112-2022 be recommended for approval with the attached conditions.

PURPOSE

The purpose and effect of this application is for an addition to a lot. The proposed land to be severed is approximately 4584 m² (1.11 acres) of vacant land. The proposed land to be retained is approximately 33,998 m² (8.23) acres consisting of a farm equipment business and a storage building. The subject lands are zoned Agriculture Commercial Industrial (AG3) on zone map 33 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 1.11 acres of vacant land from an existing agriculture related business parcel. The 1.11 acres will be merged with the neighbouring 2.27 acre AG4 parcel to the south.

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.



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



Figure 3. Applicant sketch of the 1.11 acres to be severed, 8.23 acres to be retained and 2.27 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. This consent application will not allow for any additional residential units on the AG4 property as per the zone provisions.

The retained land will continue to be suitable for the existing agriculture-related business and will not have an impact on the potential future expansion of the business.

The Huron County Official Plan also provides policies which allow for minor lot additions that do not result in the creation of a new lot.

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 municipal roads.

CONCLUSION

The retained land meets the applicable Official Plan policies, allows for the continued agriculture related business 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, 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 2.27 acres to the south 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 ~2.27 acres to the south 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.

Cancellation Certificate

6. A letter requesting a cancellation certificate under Section 53(45) of the Planning Act be provided from the solicitor acting for the parties to the satisfaction of the County.
7. Confirmation of registration of the Cancellation Certificate be provided to the satisfaction of the County.

Zoning

8. 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

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

Sincerely,

“original signed by”

Jenn Burns, Planner & Shae Stoll, Student Planner

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: February 7, 2023
Subject: Vanastra Curling Club Kitchen Rental

Recommendation:

The Council of the Municipality of Huron East waives the outstanding rent and financial charges owed by the Vanastra Curling Club in the amount of \$9,375.40 resulting from closures during the COVID-19 lockdowns in 2020 and 2021 subject to the condition that the Vanastra Early Childhood Learning Centre be permitted to use the kitchen facilities at the Vanastra Curling Club during the renovation of the Vanastra Early Childhood Learning Centre kitchen renovations at no additional cost.

Background:

The Vanastra Early Childhood Learning Centre is planning for a kitchen renovation and has been attempting to coordinate an alternative food preparation arrangement while the kitchen renovation is undertaken. There have been ongoing discussions between staff and the Vanastra Curling Club regarding the potential to use their kitchen facilities.

The also has been an outstanding issue with rental payments by the Vanastra Curling Club during the COVID pandemic. Early in 2020 the Vanastra Curling Club was closed as part of provincial lockdown measures during the beginning of the pandemic. The Vanastra Curling Club was unable to operate between March 2020 and November 2021. While there were email communications between municipal administration and the Vanastra Curling Club in early September 2020 there was never any formal request or approval to waive or reduce the rent during the period of lockdowns. The Vanastra Curling Club pays \$2282.73 (\$2020.11 + HST) twice per year (June & November) to rent the building which is owned by the municipality. The rent has been the same since October 2016.

The Vanastra Curling Club has \$9,375.40 outstanding on their rent including financing charges. The Vanastra Curling Club is requesting that the outstanding rent and financing charges be waived in exchange for the use of the Vanastra Curling Club's kitchen. The Vanastra Curling is still requesting that the Vanastra Early Childhood Learning Centre pay \$300/month to cover the increase in utility costs and \$200/month for wear and tear on the appliances.

Upon further review of the Lease Agreement with the Vanastra Curling Club, there is a clause in the Agreement that states:

2. The Club facility will be available for the occasional recreational or instructional use by the Municipality subject to the provisions that such use does not conflict with any other activities or bookings of the Vanastra Curling Club and that such use must be pre-approved by a representative of the Club.

Staff interpretation of this is that it was meant to permit municipal use of the facility at no cost for municipal purposes as long as it did not conflict with any Club functions. Staff recognize that the proposed use by the Vanastra Early Childhood Learning Centre is more than 'occasional'.

Staff respect that the Vanastra Curling Club has limited financial resources, but also recognize that waiving of the rent has a financial impact on the ratepayers of the municipality. Waiving the outstanding rent and the additional monthly charges will ultimately be paid for by the ratepayers of Huron East. In consideration of the above, staff are therefore proposing an alternative compromise be supported whereby the municipality accepts the request by the Vanastra Curling Club to waive the outstanding rent and financing charges in consideration of use of the Vanastra Curling Club at no additional cost. The additional \$500/month for utilities and wear appears somewhat excessive considering the proposed use.

Other Consulted: Vanastra Curling Club.

Financial Impacts: If Council supports the request of the Vanastra Curling Club it will result in a loss of income \$4,565.46 in 2020 and \$2,282.73 in 2021 excluding any financial charges and result in an additional cost of \$750 to \$1000 to the Vanastra Early Childhood Learning Centre in 2023.

If Council supports the recommendation of staff the impact would be limited to the loss of income of \$4,565.46 in 2020 and \$2,282.73 in 2021 excluding any financial charges.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.

CAO

Attachments:

[Attachment 1](#) – Email Exchange September 9, 2020 B. Knight & L. Vanloo

Attachment 1 – Email Exchange September 9, 2020 B. Knight & L. Vanloo

-----Original Message-----

From: Brad Knight

Sent: Wednesday, September 9, 2020 1:58 PM

To: Leanne VanLoo [REDACTED]

Subject: Re: Vanastra Curling Club

Hi Leanne - we had a curling meeting in Mitchell a couple of weeks ago and we are going to try starting up, but we have lost some of our fundraisers to. I'm not too worried about this right now, I have some other leases that we have similar issues with, but we haven't explored options yet. I may have to get some comparable financials statements from you at some point. I was just asked by some friends if we could get 6 tickets for your fish fry- if so where I could I pick them up and pay for them

Sent from my iPhone

> On Sep 9, 2020, at 12:17 PM, Leanne VanLoo [REDACTED] wrote:

>

> Hello Brad,

> We are having a curling club meeting tonight to discuss the curling season and choices about opening for this year. During our last meeting (the first one since COVID started) that without income from the events that were cancelled due to COVID (day at the races, our normal year end bonspiels, our spring fishfry, rentals and summer events) we are incapable of paying our lease for the remainder of the year and we are unsure what our income will be like for the 2020-2021 season to pay next years lease. We are open to any suggestions you have to help us with the costs (we appear to not be eligible for the rent program from the government but the municipality may know more info than we have available to us).

>

> I apologize for having to send this email and communication but I thought this was better than just not paying our bill.

>

> Thank you for all of your support,

> Leanne VanLoo

>

> Sent from Leanne's phone

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: February 7, 2023
Subject: Agricultural Land Leases

Recommendation:

The Council of the Municipality of Huron East award all three (3) of the agricultural land leases to Mr. Shane McLeod for the years 2023 to 2026 and authorize the Mayor and Clerk to enter into the respective lease agreements.

Background:

The Municipality of Huron East has land holdings that are leased for agricultural purposes coinciding with each term of Council. The lands included in the lease are:

- Part Lot 23, Concession 4, Huron Road Survey, Tuckersmith (Tuckersmith Gravel it, 41816 Roman Road – 54 acres;
- Part of Lots 14 & 15, Concession 1, Huron Road Survey, Tuckersmith (Seaforth Sewage Treatment Plant, 79468 Hannah Line) – 16 acres; and
- Part 1, RP 22R844, Brussels, (Sewage Treatment Plant, 27 Beech Street) – 6 acres.

The Municipality also has 14 acres of land adjacent to the new Brussels Subdivision. Due to the potential of development within the next 2 years, the current lease was extended 1 year at the current lease rate and not included in the public tendering process.

The Tender was issued January 2, 2023 and closed January 27, 2023 at 4:00 pm. A total of eight (8) tender submissions were received and are summarized on Table 1 attached.

The highest annual price per acre was submitted by Shane McLeod as follows:

	41816 Roman Line (Tuckersmith Gravel Pit) 54 Acres	79468 Hannah Line (Seaforth Sewage Plant) 26 Acres	27 Beech Street (Brussels Sewage Plant) 6 Acres
2022 Rental Rate Per Acre	\$398.00	\$336.00	\$177.00
Description	Price Per Acre	Price Per Acre	Price Per Acre
1. Price Per Acre For The Years 2023 to 2026	\$500.00	\$450.00	\$400.00
2. HST (13%)	\$65.00	\$58.50	\$52.00
3. Total Tender	\$565.00	\$508.50	\$452.00

Other Consulted: Director of Finance & Manager of Public Works.

Financial Impacts: The agricultural land leases generates a total revenue of \$41,100 per year of which \$27,000 is allocated to general revenue, \$11,700 is allocated to the Seaforth Wastewater revenues, and \$2,400 is allocated to the Brussels Wastewater revenues.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.
CAO

Attachments

1. [Table 1](#) – Summary of Agricultural Land for Rent Tender Submissions

Table 1
Summary of Agricultural Land for Rent Tender Submissions

Municipality of Huron East - Agricultural Land for Rent

Opened January 27, 2023 at 4:00 pm at Seaforth Town Hall

	Bidder's Name	Bidder's Name	Bidder's Name	Bidder's Name	Bidder's Name	Bidder's Name	Bidder's Name	Bidder's Name
	Cody Janmaat	Bill Devereaux	Ryan Sholdice	Shane McLeod	Keven & Richard Haney	Dann Eedy	Scott Cooper	Brad Knight
41816 Roman Line (Tuckersmith Gravel Pit) 54 Acres								
1. Price per Acre for the Years 2023 to 2026	\$ 379.00	\$ 425.00	NB	\$ 500.00	\$ 478.00	\$ 352.00	\$ 403.00	NB
2. HST (13%)	\$ 49.27	\$ 55.25	NB	\$ 65.00	\$ 62.14	\$ 45.76	\$ 52.39	NB
3. Total Tender	\$ 428.27	\$ 480.25	NB	\$ 565.00	\$ 540.14	\$ 397.76	\$ 455.39	NB
79468 Hannah Line (Seaforth Sewage Plant) 26 Acres								
1. Price per Acre for the Years 2023 to 2026	\$ 357.00	\$ 340.00	NB	\$ 450.00	NB	NB	NB	NB
2. HST (13%)	\$ 46.41	\$ 44.20	NB	\$ 58.50	NB	NB	NB	NB
3. Total Tender	\$ 403.41	\$ 384.20	NB	\$ 508.50	NB	NB	NB	NB
27 Beech Street (Brussels Sewage Plant) 6 Acres								
1. Price per Acre for the Years 2023 to 2026	NB	NB	\$ 251.00	\$ 400.00	NB	NB	NB	\$ 251.00
2. HST (13%)	NB	NB	\$ 32.63	\$ 52.00	NB	NB	NB	\$ 32.63
3. Total Tender	NB	NB	\$ 283.63	\$ 452.00	NB	NB	NB	\$ 283.63

Notes:
NB - No bid submitted

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: February 7, 2023
Subject: Child Care and Early Years Programs and Service Agreement

Recommendation:

That the Council of the Municipality of Huron East consider the by-law authorizing the Mayor and Clerk to sign a Service Agreement with the County of Huron for the Vanastra Early Childhood Learning Centre.

Background:

The County of Huron provides provincial funding to the Vanastra Early Childhood Learning Centre on an annual basis through a Service Agreement. The current agreement expired at the end of 2022 and a new 4-year agreement needs to be executed in order to continue to receive funding through the County of Huron.

New to the Agreement is the inclusion of Schedule I, Canada Wide Early Learning and Child Care (CWELCC) Service Description, which was initiated in 2022 and executed through a separate agreement at that time.

Others Consulted: Director of Finance Manager-Treasurer, County of Huron, and Manager of the Vanastra Early Childhood Learning Centre.

Financial Impacts: The Service Agreement significantly offsets the financial cost of the operation of the Vanastra Early Childhood Learning Centre.

Signatures:

Brad McRoberts, MPA, P. Eng.
CAO



Stacy Grenier CGA, CPA
Director of Finance-Treasurer

Municipality of Huron East

Building Maintenance Report

October - December , 2022

October 2022

Property Location	Job Description
VRC	a roof drain started leaking, called Smith-Peat roofing for repairs
SDCC	repair a large hole in an upstairs wall, replace the automatic door opener push buttons
Vanastra water plant	put wall steel over the plywood where the window was broken
HCFHT	put window frosting on the glass in the new reception, install the service window and counters, make the door jambs
Seaforth Lawn Bowling Club House	tear out the water damaged ceiling
Brussels Med\Dent	put AC covers on the 2 wall units, remove the 2 window AC's, replace the door lock
Brussels Library	replace ceiling lights
Town Hall	had Elligsen Electric install a surge protector for the generator

VRC

roof drain leak

**SDCC**

Upstairs wall repair



Vanastra Water Plant

wall steel where the broken window was



HCFHT

window frosting



service window and counters



Seaforth Lawn Bowling Club House
tearing out the water damaged ceiling



November 2022

Property Location	Job Description
HCFHT	install door, jamb and hardware, finish the reception build
	clean snow and salt the sidewalk 5 times
Townhall	meet with Nick Elligsen re: electrical plan for the new offices
	door knob repair- the door from the garage to the offices
	clean snow and salt the sidewalk 5 times, move the old generator to the Seaforth STP
Grey Shop	check the office furnace, it was reported as not working
Seaforth Library	clean snow and salt the sidewalk 5 times
Brussels shop	meet Centra Overhead Doors repair guys re: replace broken torsion bar springs
VRC	found another small roof drain leak, called Smith-Peat for repair met with Innovated Flooring re: replacing the old VCT with commercial sheet vinyl
35 Oak St.	replace the old overhead doors

HCFHT

finished reception build

**Town Hall**

move the old generator to the Seaforth STP



35 Oak St.

new overhead doors with jack shaft openers



December 2022

Property Location	Job Description
HCFHT	tighten a loose control damper, assemble new blood pressure machine stands, put up a blind in the new reception to stop the sun from glaring on the computer screen, clean snow and salt the sidewalk 7 times
Townhall	install tv mounts on the walls, install tv's and HDMI cables in council chambers, remove the projector & screen, clean snow and salt the sidewalk 7 times, make new skids for the snow blower
Brussels Library	replace more light bulbs
Day Care	start office renovation – pre-paint trims, remove office furniture, tear out the old trim & carpet, patch the walls, sand & prime
Seaforth Library	clean snow and salt the sidewalk 7 times
Huron East Community signs	inspect the condition of the sign's & do a report
VRC	help with the unloading of the kitchen cabinets, clear snow away from the boiler room access, fill the water softener, clear HRV condensation drains
Brussels EV charger	start up the charger
Brussels STP solar	reset inverters

HCFHT

Clean snow on Dec. 26



Town Hall

installed tv mounts, tv's and HDMI cables in Council Chambers



Day Care

Office renovation



Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: February 7, 2023
Subject: Oversight Committee - Community Safety & Well Being

Recommendation:

The Council of the Municipality of Huron East appoints the CAO or their designate to the Community Safety & Well Being Oversight Committee.

Background:

On January 1, 2019, the Government of Ontario mandated municipalities to prepare and adopt a Community Safety and Well-Being Plan (CSWB Plan) by December 31, 2020, which was extended to July 1, 2021. Municipalities were required to work in partnership with 6 sectors: police services, health/mental health, education, community/social services and children/youth services to develop the CSWB Plan. The CSWB Plan is based on a collective impact approach that strives to bring people together to work towards a common agenda, based on equity. The Plan establishes a roadmap for how partners can collaborate across different sectors to make Ontario communities safer, more inclusive, and more resilient.

Through focus group discussions, survey and consultation findings, the Advisory Group established four priority areas for action in Huron County:

1. Mental health and addictions;
2. Housing and homelessness;
3. Domestic and family violence; and
4. Community safety and security.

As set out in the CSWB Plan, following creation of the Plan, an Oversight Committee may be established with a representative from each municipality, police, health care, social services, and other key stakeholders to share information and ideas and identify ways in which to collaborate. This Committee will build an alliance among people and organizations from multiple sectors for a common purpose and provide opportunities for partners to share their opinions and experiences, and influence the direction of prevention, intervention, and capacity building activities.

Currently, there are a number of action tables within Huron County that may be utilized in order to operationalize goals and strategies to achieve stated outcomes for identified and emergency Priority Areas. Several of the Oversight Committee members have been chosen strategically as they are also members of those Action Tables and will be requested to provide regular updates to the remainder of the Oversight Committee as progress is made on implementation of key activities. The remaining Oversight Committee members have been appointed by each lower-tier municipality to represent

the municipality's interests in implementation of the Plan as well as to provide regular updates to their respective Councils. Implementation should be based on building on existing collaborations, initiatives, and system plans.

Due to differing priorities, needs, goals and abilities, municipalities may wish to proceed with augmenting existing initiatives or implementing new strategies, at their respective municipal levels, pursuant to their own terms. Nonetheless, municipalities are encouraged to collaborate and share ideas, campaigns, and other information while working towards their own goals.

It should be noted that although the work to create the Plan was undertaken by all 9 lower-tier municipalities as a whole, pursuant to the legislation each Municipality is responsible for maintaining, updating and reporting on their Plan, at a minimum, every 4 years. The process of reporting on the Plan shall be discussed by the Oversight Committee, with recommendations to Council.

Originally consisting of administrative designates of all participating lower-tier municipalities in Huron County together with members of the Police Services Board, the Working Group guided and directed key tasks required to complete the generic County wide CSWB Plan.

The Working Group will consist now only of administrative designates of the lower-tier municipalities. The Working Group shall appoint an individual to serve as staff resource to the Oversight Committee for the purposes of minute taking. The Working Group shall meet bi-annually and shall discuss, amongst other things, minutes of the Oversight Committee, what individual municipalities are undertaking (if anything), any opportunities for collaboration, changes in legislature, and reporting requirements. It should be noted that lower-tier municipalities will not be required or expected to work collectively with respect to any or all initiatives or recommendations brought forward by the Oversight Committee or other members of the Working Group.

The Oversight Committee shall consist of an appointee from each lower-tier municipality (i.e., Municipal Staff member or Council member), persons each representing a segment of the community (housing, social services, health, education, youth, etc.), and a staff resource from the Working Group for purposes of minute taking.

The main role of the Oversight Committee is to bring various sectors' perspectives together to provide strategic advice, information, data, goals, and direction to the municipalities through their appointees, regarding the implementation of the Plan, and to provide information and updates regarding initiatives and processes that align with or address key themes identified within the Plan.

Multi-sectoral collaboration is a key factor to successful CSWB planning, as it ensures an integrated approach to identifying and addressing priorities. An ideal Oversight Committee member should have enough knowledge about their respective sector to identify where potential gaps or duplication in services exist and where linkages could occur with other sectors. The Oversight Committee members should have knowledge and understanding of the other agencies and organizations within their sector, and be

able to leverage their expertise if required. They are the subject matter “experts” or “champions”.

While it would be difficult to have each hospital, school, youth group, etc. personally represented on the Oversight Committee, the Working Group has requested that each sector nominate or appoint a volunteer from each sector to sit on the Oversight Committee. See Membership of the Oversight Committee below.

The term of appointment is fixed to follow the term of Council (November 14, 2026). The Chair will be selected from the members of the Oversight Committee.

The Oversight Committee shall meet bi-annually, or at the call of the Chair, to review current data, trends, upcoming campaigns, requests of support, or concerns.

Other Consulted: None.

Financial Impacts: There are no financial impacts directly related to the appointment to the Oversight Committee other than staff time commitments.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.
CAO

Huron East
Administration

To: Mayor MacLellan and Members of Council
From: Jessica Rudy, Clerk
Date: February 7, 2023
Subject: Baker Municipal Drain, Branch A Tender Results

Recommendation:

That the Council of the Municipality of Huron East award the contract associated with the Baker Municipal Drain to Robinson Farm Drainage for the amount of \$246,128.00

Background:

Tenders were received for the Baker Municipal Drain contract as outlined in the Engineers Report dated July 2022 on January 25, 2023. The table below summarises the results of the tender submissions:

Contractor	Price (Excluding Taxes)
Robinson Farm Drainage	\$246,128.00
Horst Excavating	\$265,664.00
Van Bree Drainage and Bulldozing Ltd.	\$272,847.00
JC Millwrights Inc.	\$276,161.60
A.G. Hayter Contracting	\$289,000.00
Engineer's Estimate	\$251,950.00

Both staff and GM BluePlan Engineering Ltd. are recommending that the contract be awarded to Robinson Farm Drainage for the amount of \$246,128.00. A copy of the Engineers letter of recommendation is appended as Attachment A to this report.

Notice of the Tender was posted on the Huron East Municipal Website, Social Media and the Bids and Tenders site for GM BluePlan.

Others Consulted:

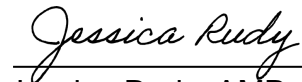
GM BluePlan Engineering Ltd.

Financial Impacts:

The cost for the project will be assessed to the landowners as outlined in the Engineers Report. The Municipality will be responsible for approximately \$73,680 of the construction costs. Final numbers will be assessed based upon final construction costs.

Attachments:

[Attachment A](#): Letter of Recommendation dated January 27, 2023 from GM BluePlan Engineering Ltd.

Signatures:

Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO



January 27, 2023

Our File: 321038

The Municipality of Huron East
72 Main Street South
Seaforth, ON N0K 1W0

Attention: Jessica Rudy, Clerk

Re: Baker Municipal Drain, Branch A
Tender Results

Jessica,

This letter is to confirm the results of the tender opening held on Wednesday January 25th, 2023, for Contract #321038, the Baker Municipal Drain, Branch A.

The tender period officially closed at 2:00pm and bid results were posted publicly on the Bids & Tenders website. There were 5 bids submitted.

Results of the tender are as follows, excluding HST:

<u>Bidder</u>	<u>Bid Price</u>
1. Robinson Farm Drainage Ailsa Craig, ON	\$246,128.00
2. Horst Excavating Monkton, ON	\$265,664.00
3. Van Bree Drainage and Bulldozing Limited. Warwick Township, ON	\$272,874.00
4. JC Millwrights Inc. Listowel, ON	\$276,161.60
5. A.G. Hayter Contracting Parkhill, ON	\$289,000.00

Robinson Farm Drainage's bid price is of \$246,128.00 is \$5,822 lower than the Engineer's Estimate of \$251,950. Robinson Farm Drainage is a capable and competent drainage contractor with whom we have worked previously.

Based on the above, we therefore recommend that the contract for this work be awarded to the low bidder, Robinson Farm Drainage. We understand that you will present this recommendation to Council.



We trust you will find the above to be in order, and recommend that the tender deposit cheque be retained until a contract is awarded. Upon Council's award, we will advise the Contractor accordingly, prepare the Contract Documents for execution, and arrange a pre-construction meeting, if necessary.

Should you have any comments or questions or wish to discuss this matter in more detail, please do not hesitate to contact me.

Regards,

GM BLUEPLAN ENGINEERING LIMITED

Per:

A handwritten signature in blue ink, appearing to read 'Ben Gowing'.

Ben Gowing, P.Eng.
Project Engineer

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Jessica Rudy, Clerk
Date: February 7, 2023
Subject: Citizen Appointments to Committees and Trusts

Recommendation:

That the Council of the Municipality of Huron East appoint Chance Coombs, Cathy Elliott, Patti Hendriks, Hilary Machan and Neil Tam to the Heritage Advisory Committee for a four year term ending December 31, 2026;

And That the Council of the Municipality of Huron East appoint Chris Reeves, Georgina Reynolds, Anna Wilson and Barry Young to the Recreation Advisory Committee for a four year term, ending December 31, 2026;

And That the Council of the Municipality of Huron East appoint Maureen Agar, Zoeylln Onn and Kerri Ann O'Rourke to the Economic Development Committee for a four year term ending December 31, 2026;

And That the Council of the Municipality of Huron East appoint Jackie DeWit, Deborah Logue, and Zoellyn Onn to the Brussels Community Development Trust for two (2) four year terms, and reappoint Mike Thomas and Paul Mutter for a four year term;

And That the Council of the Municipality of Huron East appoint Michael Beuerman, and Reagan Price to the Seaforth Community Development Trust for two (2) four year terms, and reappoint Ann Bettles, Ray Chartrand and Cathy Elliott for a four year term.

Background:

There are five (5) Huron East Committee's that have the requirement for citizen appointed members, which includes the Economic Development Committee, Recreation Advisory Committee, Heritage Advisory Committee, Brussels Community Development Trust and the Seaforth Community Development Trust.

Advertisements for all Committees/Trusts were placed in local newspapers, on social media and the Municipal website. There was a total of thirty-three (33) applications received, which have been circulated to Members of Council.

During the first few weeks of January, Council representatives and the Mayor met with the various applicants for the Committees in order to complete the selection process.

Unsuccessful applications will be kept on file and may be contacted in the event of a vacancy.

All successful appointments will be required to sign and acknowledge the Code of Conduct for Citizen Appointments at the beginning of their term.

Terms will be for four years except where noted, to align with the Term of Council. As per the Procedural By-law, all applicants will be approached after two years to determine interest in continuing their appointment and determine if there are any vacancies. The Seaforth Trust and Brussels Trust have appointments for two (2) 4-year terms, applicants will be approached at the four year mark to confirm their desire to renew for the second term.

Comments:

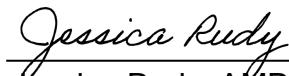
Staff have written an internal procedure to ensure a seamless and more streamlined approach to the citizen applications and appointments.

Staff will be distributing successful and unsuccessful correspondence to all individuals who filed an application.

Financial Impacts:

NIL

Signatures:



Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Jessica Rudy, Clerk

Date: February 7, 2023

Subject: Revision to the 2023 Schedule of Meetings

Recommendation:

That the Council of the Municipality of Huron East move the October meeting dates to October 3 and October 17, 2023 to align with the first and third Tuesday of the month.

Background:

Council approved the 2023 schedule of meetings at their first regular meeting on November 15, 2022.

Through staff observation the October dates were noted as October 10 and 24 opposed to the intended October 3 and October 17.

Clerks Report CLK-22-24 unintentionally listed the October dates to the 10th and 24th. The intent of this report is to adjust the dates to align with the rest of the 2023 schedule.

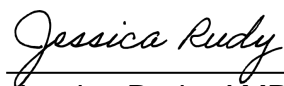
Financial Impacts:

None

Attachments:

[Attachment A](#): Revised 2023 Schedule of Meetings

Signatures:



Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO

Attachment A: Revised 2023 Schedule of Meetings

2023 Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		




September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Council Date 
Stat Holiday 

-  ROMA Conference: January 22-24, 2023
-  OGRA Conference: April 16-19, 2023
-  AMO Conference: August 20-23, 2023

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Jessica Rudy, Clerk
Date: February 7, 2023
Subject: Records Management and Electronic Signature Policies

Recommendation:

That the Council of the Municipality of Huron East adopt the Records Management and Electronic Signature Policies.

Background:

In 2022 the Municipality purchased an EDRMS system (FileHold) which is being fully implemented in the first quarter of 2023.

The Records Management Policy (Attachment A) provides clarification on the types of records the municipality creates, how the records (electronic and physical) are to be destroyed and/or retained and the various responsibilities of employees, department heads and the Clerk. This Policy creates less duplication of records and allows for an electronic record to be considered the official record, thus reducing the need for duplications and printed material.

The Electronic Signature Policy (Attachment B) provides for the use electronic and digital signatures and outlines their accepted uses.

Comments:

Both policies create more accountability, transparency and staff education.

Financial Impacts:

None.

Attachments:

[Attachment A:](#) Records Management Policy

[Attachment B:](#) Electronic Signatures Policy

Signatures:

Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO



Records Management Policy – Policy No. 1-32	
Approved by: Council	Date: February 7, 2023
Last Review by:	Date:

Statement:

Records of the Municipality of Huron East are valuable assets needed to support effective decision-making, meet operational requirements, protect legal, fiscal and other interests of the Municipality, preserve historically valuable information, and adhere to the requirements of applicable legislation.

Effective records management makes program and service delivery more efficient, supports transparency and collaboration across the municipality, and preserves historically valuable information.

Definitions:

“archival record” means a records that is to be retained on a permanent basis due to its historic and research value.

“disposition” means the elimination or deletion of data, documents, and records so that the recorded information no longer exists.

“EDRMS” Electronic Document and Records Management System

“electronic” means created, recorded, transmitted, or stored in digital form or in other intangible forms by electronic, magnetic, or optical means, or by any other means that have capabilities for creation, recording, transmission, or storage similar to those means, and “electronically” has a corresponding meaning.

“electronic record” means a records of information that is created, generated, sent, communicated, received, or stored electronically.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M.56

“Municipal Act” means the *Municipal Act*, 2001, S.O. 2001 c.25

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

“PDF/A” means the nonproprietary ISO 19005 standard providing for the longevity of semantic electronic documents.

“PHIPA” means the *Personal Health Information Protection Act*, 2000, S.O. 2004, c.3 Sched. A.

“official record” means recorded information in any format or medium that documents the Municipality’s business activities, rights, obligations or responsibilities, or recorded information that was created, received, distributed, or maintained by the Municipality in compliance with a legal obligation.

“physical record” means a record, such as paper, that can be touched and which takes up physical space.

“record” means information, however recorded or stored, irrespective of the medium or form, by electronic means or otherwise, that includes, but is not limited to: documents, financial statements, minutes, accounts, emails, correspondence, memoranda, plans, maps, drawings, photographs, databases, and films.

“Records Classification System” means a network, database systems, and any document management systems using the Municipalities Records Classification System.

“Records Retention Schedule” means a schedule indicating the length of time that each category of records shall be retained before its final disposition. It specifies those records to be preserved for their historic or legal values, and authorizes on a continuing basis the destruction of the remaining records after the expiry of a specified retention period or the occurrence of specific actions or events. The Records Retention Schedule serves as the legal authorization for the disposal of the Municipality’s records.

“retention period” means the period of time during which the Municipality must keep records before they may be disposed of.

“TOMRMS” means The Ontario Municipal Records Management System, a standardized classification system that was designed specifically for municipal records.

“transitory record” means records for which there is no legal, regulatory, policy obligation or recordkeeping directive to preserve according to a set retention period and disposition instructions including, but not limited to:

- i. Copies of miscellaneous notices or memoranda concerning routine administrative matters or other minor issues;
- ii. Duplicates of documents;

- iii. Preliminary drafts of letters, memoranda, or reports, and other informal notes which do not represent significant steps in the preparation of a final document and which do not record decisions;
- iv. Voicemail messages;
- v. Emails and other communications that do not relate to the Municipality's business;
- vi. Copies of publications, such as published reports, administration manuals, telephone directories, catalogues, pamphlets, or periodicals;
- vii. Duplicate stocks of obsolete publications, pamphlets, or blank forms; and
- viii. Unsolicited advertising materials, including brochures, company profiles, and price lists.

“Vital Record” a record of any form or format, containing information essential for the continuation of the immediate operation of the Municipality and necessary to recreate its legal and financial situation and to preserve its claims and rights and those of its stakeholders.

Purpose:

The purposes of this Policy are:

- i. to ensure that the records in the custody or under control of the Municipality, regardless of their physical format or medium, are organized, retained, managed, and disposed of in accordance with applicable legislation including, but not limited to the, *Municipal Act*, *MFIPPA*, *PHIPA* and the Municipality's Records Retention Schedule as adopted as per the Municipality's Records Retention, and the principles of TOMRMS;
- ii. to apply systematic controls and standards to the creation, security, use, retention, conversion, management, and disposition of records of the municipality;
- iii. to ensure that the records in the custody or under the control of the municipality are retained and preserved in a secure and accessible manner;
- iv. to protect the integrity and authenticity of records so that they may be relied upon as evidence of organizational activity and administrative decisions and thereby meet legal and evidential requirements;

- v. to foster government accountability and transparency by promoting and facilitating good recordkeeping;
- vi. to promote organizational efficiency and economy through sound recordkeeping practices, including reducing storage costs through the use of an electronic records management system or other technologies;
- vii. to enhance collaboration across the Municipality;
- viii. to establish and define responsibility and roles in terms of records management;
- ix. to promote organizational efficiency and economy through sound recordkeeping practices, including reducing storage costs through the use of an EDRMS and other technologies;
- x. to enhance collaboration across the Municipality; and
- xi. to establish and define responsibility and roles in terms of records management.

Application:

This Policy applies to all records in the custody or under control of the Municipality, regardless of their physical format or medium, including, but not limited to, the records created, received, retained, managed, or disposed of by all employees, Departments, Committees within the Municipality, or by Members of Council in the course of carrying out their duties as Elected Officials.

Policy**1. Records Management System:**

The Municipality maintains a decentralized records management system where Departments are responsible for managing the records retained with their respective Department, in accordance with the municipalities Records Retention By-law and this Policy.

The Municipality's records management system includes physical and electronic records:

A. Physical Records

- i. All Departments shall classify and store their physical records in a secure manner, as described in this Policy, and in accordance with the Municipality's Records Retention By-law.

B. Electronic Records

- i. All Departments shall retain their electronic records in the authorized software, systems or services.
- ii. Department Heads or designated employees shall consult with the Clerk and the Information Technology Service provider prior to the purchase of software, systems or services to ensure they are consistent with the standards and provisions of this Policy and the Records Retention By-law.

2. Records Retention Schedule:

The Municipality's Records Retention Schedule is based and structured in accordance with TOMRMS.

When establishing the Records Retention Schedule, the Clerk shall consider, in consultation with Department Heads or designated employees, the following points:

- i. The operational value of the records;
- ii. The legal value of the records;
- iii. The fiscal value of the records; and
- iv. The historic value of the records.

All official records shall be retained in the most cost effective manner, and only for as long as needed, in accordance with the Records Retention Schedule.

3. Records Classification System:

All records shall be categorized, regardless of medium or format, as either transitory or official records.

All official records shall be classified with file codes based on their associated business functions and activities, in accordance with the Records Retention Schedule, in order to indicate how long they must be retained.

There is no requirement to classify or retain transitory records unless and employee has become aware that such records may be subject to a *MFIPPA* request or investigation or litigation.

4. Records Format

Duplicates of the same official record shall be avoided at all times because this causes confusion as to which duplicates constitute the original copy of the record. Consequently, official records shall be retained either in physical or electronic format, but not both at the same time.

When an official record is initially produced in original format, the original copy shall be retained in physical format unless it is converted into an electronic format in accordance with the below-mentioned principles. If this is the case, the electronic records will thereafter be considered as the original copy of the said record:

- i. The conversion to electronic format shall be an accurate reproduction with the intention of taking the place of the physical record.
- ii. The conversion to electronic format shall provide the same information as the physical record.
- iii. The significant details of the conversion to electronic format shall be obscured because of limitations in resolution, tonality, or hue.
- iv. The final record format shall be in PDF or PDF/A depending the remaining lifecycle of the record:
 - a. Fewer than 12 years; PDF
 - b. 12 years or more: PDF/A
- v. After the electronic record is safely stored, the original physical record shall be destroyed in a secure manner and in accordance with this policy.
- vi. If the Department Head, or designated employee decided to convert physical records of a certain record category to electronic records:
 - a. A decision shall be made as to how far back in time the physical records will be converted to electronic records; and
 - b. A going-forward date must be chosen after which all records belonging to that records category shall be converted to an electronic format.
- vii. If the conversion of physical records to electronic is outsourced to a scanning provider, the provider shall comply with the above requirements.

When an official record is initially produced in electronic format, the original copy shall be retained in an accessible and readable electronic format. The electronic record shall be in PDF or PDF/A depending on the lifecycle of the document:

- a. Fewer than 12 years; PDF
- b. 12 years or more: PDF/A

5. Vital Records

All the Municipality's records, which have been deemed as a vital records by the Clerk, in collaboration with Department Heads or designated employees, shall be identified as vital in the Municipality's Records Retention Schedule.

The records identified as vital records will be appropriately identified, protected, and preserved

6. Emails and Voicemails:

The Municipality's electronic mail (email) system is not part of the records management system and shall not be used as storage of records.

Emails deemed as transitory records shall be deleted by the employee.

Emails that are deemed official records shall be classified in accordance with the Records Classification System and filed within the EDRMS. Once filed the copy residing in the email system shall be deemed transitory and can be deleted.

The voicemail system is available for day-to-day operations and is not part of the records management system. Voicemails shall not be stored within the records management system.

7. Personal and Confidential Records:

Access restrictions and security measures shall be applied to records containing sensitive, personal, or confidential information in order to comply with access and privacy provisions outlined in *MFIPPA* or other applicable legislation.

Every employee entrusted with personal and confidential records shall ensure that the confidentiality of the records are maintained at all times.

The municipality shall collect and retain only necessary personal information.

Records containing personal information shall be identified in the Municipality's Records Retention Schedule.

8. Ownership of Records:

All records created, received or maintained by an employee, or Member of Council of the Municipality in the course of carrying out their duties are the property of the Municipality. This includes records held on personal electronic devices. Care must be taken to avoid the use of personal electronic communication devices, particularly as they may be held in the case of a legal hold or a *MFIPPA* request.

Any employees or Members of Council leaving their position are required to leave all records for any successors.

Records in the custody of consultants, contractors, and private-service providers performing work for the Municipality may be under the control of the Municipality and maybe subject to this Policy and the Records Retention By-law, and the provisions of the *MFIPPA*.

Records created or received by volunteers, committee members, or part-time workers performing work under the direction of an employee of the Municipality are records subject to this Policy, the Records Retention By-law, and the provisions under *MFIPPA*.

9. Change of Custody, Control or Ownership

When physical custody of records is transferred to another institution not covered by this Policy, an agreement must be in place. The agreement must identify the records in question, define the rights retained by the Municipality, and ensure that the records will be managed in accordance with the Municipality's Records Retention By-law, this Policy and any other applicable legislation.

10. Access to Records:

Employees are to ensure that official records within their custody and control remain accessible to other employees designated as requiring access, in order to perform the functions of their job and retrievable for the entire period set out within the Records Retention Schedule. However, access restrictions will be applied to records where specifically required by the Department and in order to comply with access and privacy provisions outlined in the *MFIPPA/PHIPA* or other legislation.

Requests from the public for access to the Municipality's records shall be provided in accordance with the *MFIPPA/PHIPA*.

11. *MFIPPA* or *PHIPA* Requests, Investigations, and Litigation:

No transitory or official records pertaining to an access request under the *MFIPPA* or *PHIPA*, or to an investigation or litigation shall be destroyed by any employees of the Municipality who have such records in their custody or under their control until the request, investigation, or litigation pertaining to those records has been concluded.

The Clerk shall provide notice of any *MFIPPA* or *PHIPA* requests, investigations, or litigation to the Department Head or designated employee of the affected Department in order to ensure that any records relevant to the request, investigation, or litigation are not being destroyed.

12. Disposition Procedures:

Keeping everything forever is not effective, economical, or legally wise, and the Records Retention By-law guards against this practice. As such, the Municipality shall adhere to the following disposition procedure:

A. Transitory Records:

- i. Transitory records may be disposed of in a manner that is appropriate for their level of confidentiality once they have fulfilled their purpose.

B. Official Records:

- i. Records that have fulfilled their total retention period according to the Records Retention Schedule shall be destroyed promptly in accordance with this Policy and the Records Retention By-law. Exceptions to this planned destruction process include records that are the subject of a request under the *MFIPPA*, as well as records required for ongoing legal purposes as described in Section 7 of this Policy.
- ii. The Clerk shall be provided with a written notification prior to the scheduled destruction date of any records that should be retained for a longer period and the reason for the extension. The Clerk, in consultation with the Department Head who is requesting the extension, shall establish a new destruction date.
- iii. Records shall be destroyed using a method appropriate for their medium, format, and content, which may include, but are not limited to, deletion, garbage, shredding, and paper recycling.

- iv. Destruction operations must maintain the confidentiality of information and protect the privacy of individuals whose personal information may be contained in the records.
- v. No records are to be disposed of or otherwise destroyed by any person without the written approval of the Clerk and the Department Head and without first ensuring that the records have been documented on a Destruction Notice.
- vi. Whenever possible, records are to be disposed of as part of an annual disposal process, as opposed to being randomly destroyed.
- vii. Should the Clerk deem the official records to have archival value, the disposal process will be stopped, and the archival records shall be removed and placed with other records having archival value.
- viii. The Destruction Notice form that shall be used when disposing of official records is attached to this Policy.
- ix. All original Destruction Notices shall be retained permanently by the Clerk.

13. Records Management Training

Ongoing training shall be offered to all employees involved in records management.

The objective to employee training is to enable the Municipality to implement, use and maintain a standardized records management system.

Training must be appropriate for the level of involvement with records management. This involves basic training for all employees and specialized training for designated employees responsible for records management.

14. Preservation of Archival Records:

Archival records will be stored in formats that ensure the longest possible life of records or of the information contained in them. They will be handled and stored in a manner that minimizes damage and deterioration while in use.

15. Compliance and Audits

Compliance with the Records Retention By-law will be reviewed on a scheduled and random basis by the Clerk.

16. Contravention

Subsection 48(1) of the *MFIPPA* clearly states that no person shall alter, conceal, or destroy a record, or cause any other person to do so, with the intention of denying a right under this Act to access the record or the information contained in the record.

Subsection 48(2) of the *MFIPPA* provides that every person who contravenes subsection 48(1) is guilty of an offence and could be subject to a fine up to \$5,000.

If an employee is guilty of an offence that results in a fine under the *MFIPPA*, the employee must pay the fee in whole and assume the consequences related to this violation, which involves a range of disciplinary measures.

17. Appointment of Designated Employees

Each Department may designate an employee by filling out the Appointment of a Designated Employee Form who will act as a liaison between the Clerk and the Department in terms of records management. The designated employee will be responsible for ensuring compliance with the Records Retention By-law and this Policy.

If a Department does not designate an employee, the Department Head is by default the person responsible for records management within the Department.

18. Responsibilities of the Department Head or Designated Employees

Department Heads or designated employees shall:

- i. Ensure that all employees of their Department are aware of their responsibilities under this Policy;
- ii. Demonstrate support and compliance with the Policy;
- iii. Address non-compliance with the Policy;
- iv. Ensure that records are maintained and disposed of in accordance with this Policy and the Records Retention By-law;
- v. Fill out Destruction Notices when disposing of official records;
- vi. Provide the Clerk with Destruction Notices once they are filled out and signed; and
- vii. Act as the signing authority in terms of records management for their Department.

19. Employee Responsibilities:

All employees shall:

- i. Familiarize themselves with this Policy;
- ii. Undergo training on this policy and records management;
- iii. Comply with this Policy;
- iv. Report any violation of this Policy to the Department Head or designate;
- v. Create, classify, retain and dispose of records in accordance with this Policy and the Records Retention By-law;
- vi. Ensure that records are created and maintained to effectively and accurately document and provide evidence of the Municipality's business transactions and activities in which they are involved in the performance of their duties and the services offered by their Department;
- vii. Identify and distinguish official and transitory records;
- viii. Ensure that transitory records in their custody or control are destroyed when they are no longer needed for short-term reference;
- ix. Ensure that emails are classified as official records are saved within the Records Management System;
- x. Ensure that official records in their custody or under their control are protected from inadvertent destruction or damage and properly preserved throughout their lifecycle;
- xi. Protect records from unauthorized uses or access; and
- xii. Maintain the confidentiality of confidential records.

20. Clerk Responsibilities:

The Clerk shall:

- i. Develop and administer this Policy and the Records Retention By-law in accordance with legislative requirements and industry best practices;

- ii. Review the Records Retention Schedule annually and make amendments to ensure that the schedule remains compliant with all legislative requirements and industry best practices;
- iii. Develop and communicate processes which enable Departments and employees to maintain compliance with this Policy; and
- iv. Provide records management training to employees.

21. Legislative Authority:

Sections 254 and 255 of the *Municipal Act* state that a municipality shall retain and preserve the records of the municipality in a secure and accessible manner and may only destroy a record of the municipality if a retention period for the records has been established.

Appendices:

- Appendix 'A': Designated Employee Nomination Form
- Appendix 'B': Destruction Notice Form

Appendix 'A' – Designated Employee Nomination Form

Designated Employee Nomination Form

I, _____ (Name of Department Head) hereby
designate _____ (Name of Designated Employee) to:

- Act as a liaison between the Clerk and the _____
Department, (Name of Department) in terms of records management;
- Be responsible for ensuring compliance with the Municipality's Records
Retention By-law and this Policy; and
- Provide assistance with regard to the correct use and application of the
records management system.

Name of Department Head
(Please Print)

Name of Designated Employee
(Please Print)

Department Head's Signature

Designated Employee's Signature

Date

Date

Name of Clerk
(Please Print)

Clerk's Signature

Date

Appendix ‘B”

Destruction Notice Form

Date of Notice: _____

Responsible Department: _____

Department Head or Designate: _____

Class Code	Secondary Heading	Description of Records	Total Retention	Date of Records

Department Head’s or Designate Signature: _____

Clerk’s Signature: _____



Electronic Signature Policy – Policy No. 1-33	
Approved by: Council	Date: February 7, 2023
Last Review by:	Date:

Statement:

The Corporation of the Municipality of Huron East is committed to adopting a consistent and appropriate approach to the use of electronic signatures with the aim of ensuring document reliability, expediting workflow processes, reducing recordkeeping requirements, and improving customer service.

Definitions:

“digital signature” means a form of electronic signature that is fully or partially reinforced through cryptography to ensure the identity of the signer as well as the integrity and authenticity of a record.

“document reliability” means the extent to which the reader can be objectively certain of the identity of signers and of the integrity and authenticity of the document.

“electronic” means created, recorded, transmitted, or stored in digital form or in other intangible forms by electronic, magnetic, or optical means, or by any other means that have capabilities for creation, recording, transmission, or storage similar to those means, and “electronically” has a corresponding meaning.

“electronic record” means a records of information that is created, generated, sent, communicated, received, or stored electronically. Electronic records include electronic documents.

“electronic signature” means any electronic artefact that fulfils the function of a signature in the electronic medium. Electronic signatures may include, but are not limited to, digital signatures, name entries (online forms), email signature blocks or headers, click-through agreements, voice recordings, and combinations of a username and personal identification number (PIN).

“electronic submission” means an electronic document submitted through electronic means including, but not limited to, emails, web forms, facsimiles, external devices (e.g. compact discs, hard disks, USB flash drives).

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

“record” means information, however recorded or stored, irrespective of the medium or form, by electronic means or otherwise, that includes, but is not limited to: documents, financial statements, minutes, accounts, emails, correspondence, memoranda, plans, maps, drawings, photographs, databases, and films.

“signature” means a traceable, exclusively personal mark left by a person on a record.

“transaction” means an action or set of actions occurring between two (2) or more persons relating to the conduct of business, commercial, or governmental affairs.

Purpose:

The purposes of this Policy is to ensure consistent, authorized, and lawful use of electronic signatures by:

- i. Identifying the requirements for the receipt and creation of legally reliable electronic documents;
- ii. Identifying the requirements for the use of electronic signatures; and
- iii. Providing guidance on when electronic signatures are considered official and acceptable by the Municipality.

Application:

This Policy applies to all departments and Members of Council of the Municipality.

Policy

1. Use of Electronic Signature:

To the fullest extent permitted by law, the Municipality accepts electronically signed documents as legally binding and having the same legal value as paper documents with handwritten signatures (wet signatures). To that end, a legal requirement that a document be signed is satisfied by a digital signature. When there is no legal requirement that a document be signed, an electronic signature may be accepted instead of a digital signature.

This policy does not limit the Municipality’s right or option to conduct a transaction on paper or in a non-electronic form, nor affect the Municipality’s right

or obligation to have documents provided or made available in paper format when required by statute or regulation.

2. Internal Documents and Transactions:

Subject to the restrictive provisions of this Policy, all internal documents of the Municipality, including, but not limited to, official documents, requests, approvals, written communications, electronic submissions, and transactions shall be created, authorized, approved or signed using electronic documents and signatures.

3. External Documents and Transactions:

All employees of the Municipality shall accept the electronic submission of documents or transactions bearing an electronic signature if it is deemed to be in compliance with this Policy.

4. Documents Excluded:

The following documents shall not be signed, in and circumstances, using electronic signatures:

- i. Wills and codicils;
- ii. Trusts created by wills or codicils;
- iii. Powers of attorney, to the extent that they are in respect of an individual's financial affairs or personal care;
- iv. Negotiable instruments (e.g. cheques, promissory notes, etc.);
- v. Documents that are prescribed or belong to a prescribed class; and
- vi. Documents of title.

5. General Consent

No person shall be compelled or required to transact with the Municipality using electronic signatures without their consent. If a handwritten signature (wet signature) is requested the Corporation shall consent.

However, depending on the legal status of the transacting party, the consent required to allow the use of electronic signatures can be implicit or explicit.

6. Consent of Public Bodies:

Public bodies' consent to use the electronic signatures shall be explicit, which means the consent shall be given only by an explicit written communication stating the public body's consent to use electronic signatures for the matter or purpose in question. The explicit written communication shall be kept with the electronically signed documents as proof of consent.

7. Consent of Private Bodies or Other Persons:

The consent of private bodies or other persons to the use of electronic signatures can be implied, which means that the consent does not have to be strictly expressed through an explicit communication. Rather, the consent can also be inferred from a person's conduct if there are reasonable grounds to believe that the consent is genuine and is relevant to the information of a document.

8. Signing Officers:

The use of electronic signatures shall comply with the Municipality's By-law appointing Signing Officers and governing the execution of documents on behalf of the Municipality.

9. Reliability Requirements

Electronic submissions or transactions bearing electronic signatures shall be reliable. The reliability requirement is satisfied only if, in light of all the circumstances, including any relevant agreements, the purpose of which the document is created and the time the electronic is made:

- i. The electronic signature is reliable for the purpose of identifying the person as well as ensuring the integrity and authenticity of the document; and
- ii. The association of the electronic signature with the relevant electronic document is reliable.

An electronic signature shall also be attributable (or traceable) to a person who has the intent and authority to sign the record with the use of adequate security and authentication measures that are contained in the method of capturing the electronic submission or transaction (e.g. use of a personal identification number (PIN) or unique login name and password).

No persons, through the transmission of an electronic submission or transaction bearing an electronic signature, shall represent themselves in a way that is false or misleading. Where an employee believes that misrepresentation has occurred, the electronic submission or transaction shall not be processed, and the Department Head shall be notified.

The Municipality shall adopt security procedures for electronic signatures that are practical, secure, and balance risk and cost. Furthermore, electronic signatures shall be implemented on a case-by-case basis using various security procedures depending on the risks associated with the electronic submission or transaction.

An electronically signed record constitutes the original copy of the said record and shall be maintained, accessible, and reproducible in an accurate format, even if there are paper printouts of the same record.

The accurate format for all types of records shall be determined and approved in accordance with the Municipality's Records Retention By-law and Policy.

10. Exemption:

An exemption from this Policy shall be prepared by the Department Head and approved by the Chief Administrative Officer.

11. Responsibilities:

a. Responsibilities of Employees:

All employees shall:

- i. Comply with this Policy; and
- ii. Notify the Department Head if they deem that an employee is using electronic signatures in a manner that is fraudulent or contrary to the security procedures in place.

b. Responsibilities of Department Heads and Supervisors

Department Heads and/or Supervisors shall:

- i. Work in collaboration with the Clerk and the Information Technology Service to implement electronic signatures with their department and determine security procedures, if they are using a program outside of DocuSign.
- ii. Ensure that employees under their supervision comply with this Policy; and
- iii. Notify the Chief Administrative Officer if they deem that an employee is using electronic signatures in a manner that is fraudulent or contrary to the security procedures in place.

c. Responsibilities of the Clerk:

The Clerk shall:

- i. Implement, administer, and update this Policy; and
- ii. Monitor and report on the implementation of this Policy.

12. Legislative Authority:

Section 11 of the Electronic Commerce Act, 2000, allows the use of electronic signatures, subject to prescribed requirements.

**Huron East
Administration**

To: Mayor MacLellan and Members of Council
From: Brad Dietrich C.B.O.
Date: February 7, 2023
Subject: 2022 Year End Building Report

Recommendation:

Information only.

Comments:

2022 was a busy year, once again, with several types of building construction. Some of the bigger projects include the bulk feed storage building on Newry Road, the Briar Hill development, and renovations at the BMG Community Centre. With the new Brussels and Seaforth prior public school developments (lots) ready to be built upon it would look to be another busy year ahead.

The number of Dwelling Units created last year were up 14 compared to the previous year (57 in 2021 and 71 in 2022).

We hope for a safe construction year for all in 2023.

Financial Impacts:

Permit fees collected are expected to cover staffing and operational expenses of the department.

Attachments:

[Attachment A:](#) Huron East Building Permit Summary (2021 vs 2022)

[Attachment B:](#) Huron East Residential Developments 2019-2022

Signatures:

Brad Dietrich, CBO

Brad McRoberts

Brad McRoberts, MPA, P. Eng., CAO

HURON EAST BUILDING PERMIT SUMMARY

	Number of Permits		2021 Value Month	Value Year to Date	2021 permit fees Month		Number of Permits		2022 Value Month	Value Year to Date	Permit Fees to date	Units Created	Units Lost
	Month	To Date					Month	To Date					
JANUARY	4	4	3,895,000	3,895,000	28,780.65		7	7	6,820,000	6,820,000	\$ 23,622.20	12	-
FEBRUARY	12	16	4,100,633	7,995,633	20,191.00		8	15	2,386,810	9,206,810	\$ 12,269.25	5	-
MARCH	32	48	5,208,700	13,204,333	37,039.25		22	37	4,888,000	14,094,810	\$ 30,694.70	4	-
APRIL	22	70	4,008,000	17,212,333	25,201.45		18	55	3,355,900	17,450,710	\$ 23,829.05	2	-
MAY	16	86	3,643,674	20,856,007	19,110.95		26	81	4,467,795	21,918,505	\$ 26,664.30	9	-
JUNE	23	109	4,663,622	25,519,629	28,627.04		33	114	8,027,800	29,946,305	\$ 43,085.90	4	1
JULY	14	123	4,041,234	29,560,863	25,969.65		27	141	13,530,500	43,476,805	\$ 35,649.30	7	7
AUGUST	23	146	9,590,280	39,151,143	40,948.91		14	155	6,589,075	50,065,880	\$ 29,784.90	11	-
SEPTEMBER	17	163	2,539,500	41,690,643	15,987.85		12	167	2,611,110	52,676,990	\$ 17,109.67	6	-
OCTOBER	23	186	6,111,000	47,801,643	35,787.10		11	178	2,330,000	55,006,990	\$ 13,237.85	2	-
NOVEMBER	12	198	3,696,000	51,497,643	23,662.15		12	190	3,154,000	58,160,990	\$ 19,671.90	9	2
DECEMBER	5	203	680,000	52,177,643	4,026.95		5	195	492,500	58,653,490	\$ 4,579.75	-	-
SUBTOTAL	203						195		58,653,490			71	10
not issued yet/conditional	permit #157	1											
Voided/ withdrawn/ cancelled	permit #8	1											
skipped numbers							16 permits						
TOTAL	203	205	\$ 52,177,643		\$ 305,332.95		195	195	\$ 58,653,490		\$ 280,198.77	61	

In 2021 the number of permits issued increased by 25% over 2020; value of permits issued doubled over 2020;
and permit fees collected increased by 50% over 2020

Building Permit Fees Collected by Year

2020	2021	2022
\$203,000	\$305,000	\$280,000

In 2011, 168 Building Permits Valued at \$20,804,240 were issued in Huron East
 In 2012, 153 Building Permits Valued at \$14,079,550 were issued in Huron East
 In 2013, 165 Building Permits Valued at \$20,522,970 were issued in Huron East
 In 2014, 156 Building Permits Valued at \$42,329,546 were issued in Huron East
 In 2015, 145 Building Permits Valued at \$20,873,442 were issued in Huron East
 In 2016, 162 Building Permits Valued at \$33,345,039 were issued in Huron East
 In 2017, 147 Building Permits Valued at \$24,292,757 were issued in Huron East
 In 2018, 147 Building Permits Valued at \$24,292,757 were issued in Huron East
 In 2019, 170 Building Permits Valued at \$50,640,304 were issued in Huron East
 In 2020, 165 Building Permits Valued at \$26,853,800 were issued in Huron East

number	value	year
168	\$20,804,240	2011
153	\$14,079,550	2012
165	\$20,522,970	2013
156	\$42,329,546	2014
145	\$20,873,442	2015
162	\$33,345,039	2016
147	\$24,292,757	2017
146	\$24,984,980	2018
170	\$50,640,304	2019
165	\$26,853,800	2020

HURON EAST RESIDENTIAL DEVELOPMENTS 2019 - 2022

DWELLING UNITS CREATED	YEAR			
	2019	2020	2021	2022
SINGLE FAMILY/ADDITIONAL DWELLING UNIT (1 unit)	15	10	34	38
SEMI-DETACHED (2 units)	2	8	10	2
DUPLEX (2 units)	n/a	n/a	n/a	2
TRIPLEX (3 units)	n/a	3	3	n/a
CONDO/QUADRUPLEX/ROW (4 units)	n/a	4	4	4
CONDO/ROW HOUSE (5 units)	n/a	n/a	n/a	n/a
CONDO/ROW HOUSE (6 units)	n/a	n/a	6	18
CONDO/ROW HOUSE (7 units)	n/a	7	n/a	7
total units created by year	17	32	57	71

note: units created includes additional units added to existing residential/commercial properties

177

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Stacy Grenier, Director of Finance / Treasurer
Date: February 7, 2023
Subject: Electric Vehicle Charger Station Rate

Recommendation:

That the Council of the Municipality of Huron East set the rate for the two new EV charging stations to \$5 per hour for 2023.

Background:

Huron East has installed two Electric Vehicle charges in the municipality. One is in Seaforth and one is in Brussels. During installation, there was discussion with the County that the rates charged should be consistent so that we were not competing against each other. We agreed, and were waiting for the Huron County to set the rate before bringing this proposal to Council.

Huron County Council has decided to use the rate of \$5 per hour for the first year. They will review this on an annual basis with the option to adjust the price.

This revenue will be offset by hydro costs, service fees for the payment and tracking platform and repairs and maintenance. The net income, which is not determined at this time, may be used to offset the capital purchase of the EV Chargers and then for future green initiatives.


Others Consulted:

Property Tax Clerk/Deputy Treasurer, CAO & Huron County.


Financial Impacts:

By setting the rate at \$5 per hour, it is anticipated that there will be a net profit realized during the year. Therefore, this is a service that will not influence the general tax levy.

Signatures:



Stacy Grenier, Director of Finance / Treasurer



Brad McRoberts, CAO

January 20, 2023

Municipality of Huron East

Dear Mayor MacLellan and Council

Re: 2023 Draft Work Plan and Budget

On behalf of MVCA's Members I would like to thank the Municipality of Huron East for entering into an agreement with MVCA in 2022 in support of our services and programs. This MOU provides the stability that we need to plan for the future.

MVCA's 2023 draft work plan and budget has been developed based upon the services and programs included in the MOU.

MVCA continues to focus on our four key priorities:

1. Flood and Erosion Safety: Helping our member municipalities to reduce the potential for loss of life, property damage and social disruption in flood and erosion prone areas of the watershed.
2. Watershed Stewardship: Helping our member municipalities and landowners to develop soil and water conservation systems to keep soil and nutrients on the land and out of watercourses and Lake Huron.
3. Conservation Areas: Ensuring that our conservation areas set a high standard for conservation practices and are safe for the public to use.
4. To stabilize our operating and capital budget to deliver our core services and maintain our essential infrastructure and equipment.

In 2022 we were able to complete some important long-term projects, the Scott Municipal Drain Watershed Project, the revitalization of the Gorrie Conservation Area and the construction of our new workshop building. We have enclosed a newsletter that includes more information on the work undertaken in 2022.

2023 is shaping up to be a challenging year for both municipalities and conservation authorities. The Ministry of Natural Resources and Forestry requires all conservation authorities to develop the following reports and strategies:

1. Watershed Resource Management Strategy
2. Conservation Areas Strategy

3. Conservation Lands Inventory
4. Flood & Erosion Asset Management Plan
5. Ice Management Plan

These strategies and reports must be completed and submitted to the Ministry of Natural Resources and Forestry by December 31, 2024. We will be starting work on these requirements in 2023.

Other priorities for 2023 include the completion of the update to the shoreline hazard mapping. We also plan to work with our shoreline municipalities to develop and implement an outreach and education strategy to inform the lakefront community about the updated mapping.

We will also continue to decommission and dispose of infrastructure and equipment that is surplus to our needs.

Additional information on 2023 priorities is outlined in the attached newsletter.

A copy of Maitland Conservation's draft budget and levy is included with this letter. MVCA has updated its salary and benefits. The updates will be phased in over five years to keep increases manageable. Cost of living increases to salaries have been capped at 3% for 2023. MVCA applies this 3% to the mid-point of the salary grid and uses that dollar amount as the increase to be applied to all employees. We think that this is a fairer approach than applying a percentage increase to all employees.

The proposed levy increase for 2023 is \$89,777. This increase is primarily driven by the phase in of the 2023-2027 salary grid, projected insurance increases and expenses related to the growth in demand for services related to conservation areas, stewardship, and planning and regulations.

MVCA's Members will be finalizing the 2023 work plan and budget on Wednesday, March 15, 2023. If your municipality has any comments or concerns with respect to the draft work plan and or budget, please submit your comments to us by February 28, 2023.

In closing I would like to thank you for your support in 2022 and we look forward to working with your municipality in 2023.



Matt Duncan
Chair

2022 Highlights

MAITLAND CONSERVATION MISSION:

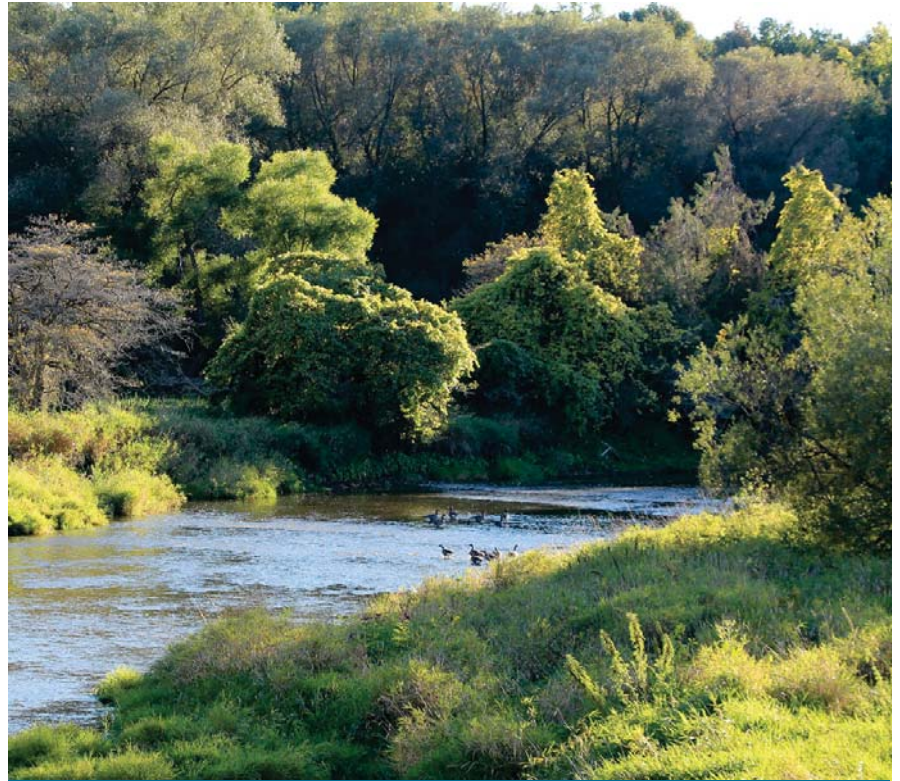
Providing leadership to protect and enhance local water, forests and soils.

ENDS:

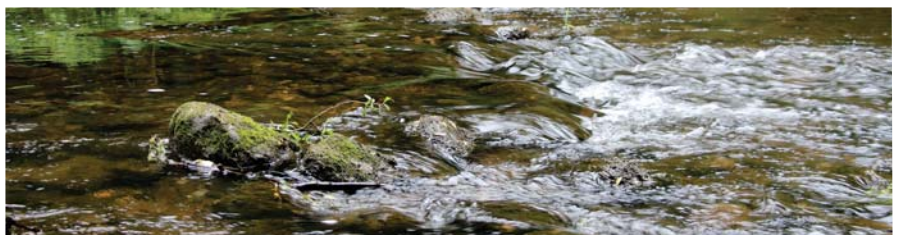
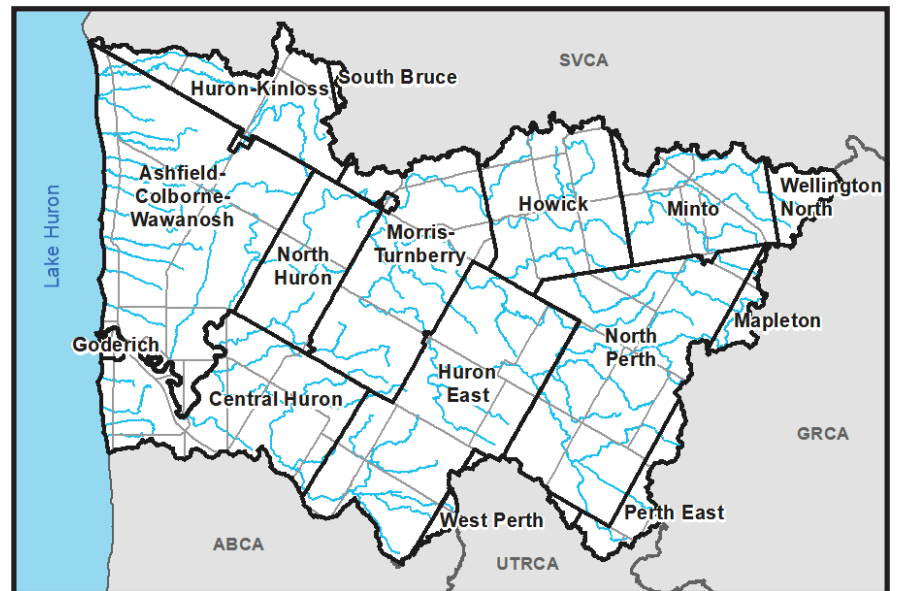
- To protect life, property and prevent social disruption from flooding and erosion hazards.
- To protect water and related resources for present and future generations.
- To protect and expand natural areas.

OBJECTIVES:

- Help member municipalities reduce the potential for loss of life, property damage and social disruption in flood and erosion prone areas.
- Help member municipalities and landowners develop and implement soil and water conservation systems that will help keep soil and nutrients on the land and out of watercourses and Lake Huron.
- Ensure that management of our Conservation Areas sets high standards of conservation practices and are safe for the public to use.
- Develop a stable financial base so we can assist member municipalities to develop a healthy, resilient and prosperous watershed.



Working for a healthy environment!



Maitland Conservation monitors for potential flood and shoreline erosion events. Warnings of potential events are provided to municipalities so they can undertake emergency response actions.

■ **Flood Forecasting System** - On-going maintenance of rain gauges and stream gauging stations. Monitoring of weather and gauge data 24 hours a day / 7 days a week. Snow surveys undertaken through winter months.

- Operation of flow models when required. Messages issued for 7 events in 2022.
- Assisted the County of Perth and the Municipality of Perth East with testing their flood emergency response plans.
- Refurbishment of a number of tipping buckets at Listowel and Harriston stations.

■ **Harriston Flood Damage Reduction Support** - Assisting the Town of Minto with developing a project to reduce flooding in Harriston. The project involves the construction of a flood control channel around Harriston to increase the capacity

of the floodplain and river downstream to handle high flows.

■ **Community Driven Coastal Resilience Project** - Funding agreement reached with Environment and Climate Change Canada (ECCC) to develop a strategy to protect and restore the Lake Huron shoreline. The project will involve:

- community driven discussions to create planning strategies focused on building a healthy and resilient coastline,
- making shoreline hazard mapping resources accessible on-line.

■ **Land Use Planning & Drainage Support** - Staff review development applications that are proposed in or near areas at risk of flooding or erosion as well as proposals for municipal drainage works. In 2022 we received over 1,000 inquiries for information related to development and drainage.



Shoreline Hazard Mapping

High water levels over the past several years have caused extensive erosion and inland flooding along Lake Huron.

To reflect these changes to the shoreline, Maitland Conservation is undertaking a project to update existing shoreline hazard mapping within our jurisdiction. Updating the mapping will give us an improved tool to assist municipalities in determining safe locations for shoreline development and identifying where development is most at risk of flood and erosion damage.

During 2022 staff worked with consultants on several project components:

- LiDAR imagery of the shoreline was delivered and reviewed. Data collection was completed,
- A Public Information Centre was held to provide an update on the mapping project,
- Technical team sessions were held and mapping approaches confirmed.



Conservation Areas Services

28 properties encompassing 1,862 hectares

- Showcasing best management practices on conservation lands
- Ensuring properties are safe for public use
- Dealing with aging and surplus infrastructure

■ Gorrie Conservation Area Site Remediation

Community Planting Day held with 60 trees, 300 shrubs and 100 wildflowers planted along the river corridor and in floodplain areas. Wildflower mixture planted on the former mill site. Picnic shelter repaired and painted. Kiosk with information signs installed.

- ### ■ Administration Centre
- Construction of a new workshop building completed. This area will provide vehicle and equipment storage as well as an outdoor storage area for tree and shrub order pickups.

- ### ■ Wawanosh Valley C. A.
- Harvesting of plantation areas and removal of ash trees. Removal of invasive buckthorn along the Belgrave Creek by Trout Unlimited. New seasonal wooden bridge installed at the mouth of the creek.

- ### ■ Falls Reserve C.A.
- Located just west of Benmiller, FRCA provides day-use

and camping opportunities. The park operates on revenue raised from users. A surge in use in recent years has enabled facility upgrades to be made including the installation of a controlled access gate, a new septic system and some campsite sewer hookups.

- ### ■ Naftel's Creek C. A.
- This is a high use property located south of Goderich. With funding support from the Maitland Conservation Foundation a bridge and section of boardwalk was replaced.

- ### ■ Conservation Areas Support
- Regular inspections of day-use areas, trails and infrastructure undertaken. Staff worked with the OPP and MNRF Conservation Officers to reduce damage from ATVs at Conservation Areas. Illegal structures and garbage dealt with at several properties.



New workshop



Naftel's Creek C.A.



Falls Reserve C.A. entry gate



T.D. Trees Day planting event, Listowel

Huron County Clean Water Project and Wellington Rural Water Quality Program

A wide range of funding grants are available to landowners for projects that will protect or enhance water quality. The Counties provide the funding and Conservation Authority staff deliver the programs.

In the Maitland portion of Huron County, over 150 new projects were approved in 2022 and over 140 were completed and paid out. The highest number of applications were for:

- Fragile Land Retirement
- Forest Management Plans and
- Cover Crops

Since the inception of the program over 3,600 projects have been completed throughout Huron County.

In Wellington, three new projects got underway in 2022.



Watershed Stewardship Services

Working with landowners and partners to keep soil and nutrients on the land and out of watercourses.

- **Forestry Programs** - 144 customers ordered a total of 11,200 seedlings and 5,200 large stock trees. Several community planting events held. Tree survival assessments completed at demonstration sites.
- **Cover Crop Leaders Program** - New CCLP launched for 2022 - 2024. Program is now fully allocated.
- **Rural Stormwater Management** - Seven new erosion control and wetland projects initiated.
- **Healthy Lake Huron (HLH)** - HLH support agreement developed with the Ministry of the Environment, Conservation and Parks (MECP). Staff provided HLH presentations to OMAFRA. Proposals submitted to MECP and OMAFRA for 2023-2024 HLH funding.
- **Stream Restoration** - proposal successfully submitted to Environment and Climate Change Canada for 2023 stream restoration funding. Landowner contact work underway for this project.
- **Monitoring and Reporting** - Extensive sampling and data collection conducted.
 - Provincial Water Quality Monitoring Network (PWQMN) sampling conducted monthly from April to November. Mercury and pesticide samples also collected during PWQMN sampling runs.
 - Provincial Groundwater Monitoring Network wells checked, data sent to MECP, sampling equipment updated.



Melanie Pletch at the July 2022 celebration marking the completion of the Scott Project.



Water slowed by berms and constructed wetlands at the Scott Project.

Watershed Stewardship Services

- **On-Farm Applied Research and Monitoring** - Tracking soil health and water quality in the Garvey-Glenn watershed. This data will help to assess the impact of stewardship projects undertaken in the watershed. The initiative is part of a larger provincial soil health monitoring effort. In 2022 land management surveys were completed with 23 landowners. Data was prepared and sent to project modelers. Runoff events were sampled at the stream and edge-of-field stations for the On-Farm project.
- **Nature Smart Climate Solutions** - Funded by ECCC, Nature Smart Climate Solution projects will reduce greenhouse gas emissions by conserving and restoring wetlands, peatlands and grasslands to store and capture carbon. In our watersheds this project focuses on supporting cover crops and restoration efforts. In 2022 staff worked with landowners to complete 15 vegetation surveys.
- **Scott Municipal Drain Watershed Restoration Project** - Working with the Scott and Pletch families, the restoration of the Scott Municipal Drain as a brook trout stream was completed. As part of this long-term project, numerous stewardship measures were implemented to control runoff and reduce erosion in the watershed. These measures have been incorporated into the report for the Scott Municipal Drain so they will be maintained in the future.

FOREST Health Study

2022 was the second year of the Forest Health Study. Maitland Conservation staff have assessed over 200 plots in woodlots across our watersheds. The data gathered builds on work undertaken in 2000 that revealed local forests were at risk because of limited

species diversity and uniform small size and age.

The plot assessments will help us to identify the challenges impacting local forest health. This information will be used to assist forest managers and landowners to determine how forest health can be improved.

Initial data analysis shows a wide variety of forest disturbances are impacting local woodlots including invasive plants, insects, disease, pathogens, tree cutting, trails, and soil compaction.

Stay tuned for the Forest Health Assessment Report in 2023.



Changes to the Conservation Authorities Act

- An inventory of programs and services was circulated to member municipalities for review as required by the MNRF. Fourteen municipalities have signed a Memorandum of Understanding supporting Maitland Conservation's services and programs for the next four years. Starting in 2024 Conservation Authorities will only be able to apportion costs to member municipalities for those services and programs included in the MOU.
- Meetings with MPPs to discuss amendments to the Conservation Authorities Act and provincial support needed for Conservation

Authority services. The Chair and first Vice Chair met with Matthew Rae, MPP Perth-Wellington and the Honourable Lisa Thompson, MPP Huron-Bruce.

Three-year Budget for 2023 - 2025

- Draft three-year budget and work plan developed and reviewed by Members in December.

Salary and Benefits Review

- All positions were reviewed by a consultant and recommendations made to Members.

IT Updates

- New server units installed. One older server repurposed as a backup unit. Updated security protocols implemented for remote work.



*Hon. Lisa Thompson, MPP Huron-Bruce,
Matt Duncan, MVCA Chair and
Ed McGugan, MVCA First Vice-Chair*

Questions?

Contact your Maitland Conservation Member. Contact information is posted at mvca.on.ca or email maitland@mvca.on.ca.

KEY PRIORITIES for 2023

- 1. Reduce the risk of loss of life and community damage from flooding and erosion.
- 2. Keep soil and nutrients on the land and out of watercourses.
- 3. Ensure Conservation Areas are safe for visitors and showcase best management practices.
- 4. Develop a Watershed Strategy under the updated Conservation Authorities Act. This process will include opportunities for public review and comment.



Maitland Conservation 2023 Work Plan Priorities

CORPORATE Services

- Development of a Watershed Strategy. The strategy is a regulatory requirement that will outline watershed issues and how Maitland Conservation plans to address them. The strategy must be completed and submitted to the MNRF by Dec. 31, 2024.
- Development of a MOU for services and programs with the Township of Wellington North. This MOU must be approved by the end of 2023. MOUs for programs and services are in place for 14 of our 15 member municipalities.
- Update three-year work plan and budget and levy forecast (2024-2026). The plan will outline the activities and projects that Maitland Conservation plans to undertake and the budget and levy requirements needed for the work identified.
- Contacting local First Nations and Métis to determine their interest in working together on issues and projects of common interest. These communities need to be consulted with respect to the Watershed Strategy.

CONSERVATION AREAS Services

- Decommissioning and disposal of surplus infrastructure. Projects include the removal of barn structures at Wawanosh Valley C.A. and the storage building at Turnberry Floodplain C.A., finalizing the severance and disposition of the Brussels Mill and working with Municipality of North Perth to determine their interest in leasing Galbraith C.A.
- Develop a Conservation Areas land use strategy and land inventory. The land use strategy will outline how Conservation Areas will be used and managed. The land inventory will provide the MNRF with information on the properties owned by Maitland Conservation and to determine if any of these properties could be used for housing. Both the land use strategy and land inventory are required to be completed by Dec. 31, 2024.
- Develop agreement relating to the cost sharing of maintenance and repair of recreational dams in the Municipality of Huron East (Brussels dam) and Municipality of Morris-Turnberry (Bluevale dam).





Collecting stream data, 2022

WATERSHED STEWARDSHIP Services

- River Valley and Floodplain Restoration - Assist landowners to restore river corridors by planting native trees, shrubs and herbaceous species. Maitland Conservation staff provide technical support to landowners and help with accessing grant funding for restoration projects (e.g. Huron Clean Water Project, Wellington Rural Water Quality Program, Nature Smart Climate Solutions).
- Rural Storm Water Management - Support landowners to develop rural storm water projects to reduce the potential for flooding and erosion on their land. Staff provide technical support and assistance with funding applications.
- Cover Crop Projects - Encourage landowners to incorporate cover crops into their cropping systems to reduce soil erosion over the winter season. Staff provide technical support and assistance with funding applications.
- Watershed Monitoring and Reporting - The Forest Health Assessment will determine the health of local forests and identify how improvements can be made. In 2023 the Forest Health Assessment will be completed and work will begin on developing an aquatic health assessment.



Repaired picnic shelter at Gorrie Conservation Area

FLOOD and EROSION SAFETY Services

- Develop Asset Management Plan for flood and erosion control structures in the Municipality of North Perth (Listowel flood control structures), Town of Goderich (Bluff Stabilization Project) and Municipality of Central Huron (McGuffin Gully Stabilization Project). Plan to be submitted to the MNRF by the end of 2024. The plan will identify how these structures will be maintained and monitored over the long term.
- Develop Maintenance - Management Agreements for flood and erosion control structures. Maitland Conservation will work with the municipalities of North Perth and Goderich as well as landowners adjacent to the McGuffin Gully Stabilization Project in Central Huron to develop agreements outlining how these structures will be operated and maintained.
- Begin development of Ice Management Plans for areas prone to ice jams (mouth of Nine Mile River at Port Albert, mouth of the Maitland River upstream to Highway 21 bridge at Goderich). These plans are to be submitted to the MNRF by the end of 2024.
- Floodplain mapping update - Work with the Municipality of North Perth to update flood hazard mapping for Listowel and downstream rural portions of the Middle Maitland River.
- Shoreline Hazard Mapping Update will be completed. This mapping will identify areas of the shoreline at risk of flooding and erosion. Design and implementation of an outreach strategy to ensure the lakeshore community is aware of the risks of flooding and erosion.

Operating Budget Summary - Maitland Valley Conservation Authority 2023 Draft

Table 1

ITEM	Revenue	Levy Funds	Deferred Revenue	Reserve Funds	Expense	NET Surplus/ Deficit
Corporate Services						
Administration	68,693	274,013			342,706	
Financial Management		119,298			119,298	
Governance		14,100			14,100	
Services Areas Support		53,350			53,350	
Communications, IT, GIS	6,971	220,877			227,848	
Total	75,664	681,638			757,302	
Flood Safety Services						
Flood Control Structures		5,972			5,972	
Erosion Control Structures		1,488			1,488	
Flood Forecasting and Warning	36,424	215,571			251,995	
Hazard Prevention		28,478			28,478	
Natural Hazard Information		64,485			64,485	
Regulations	77,000	190,338			267,338	
Total	113,424	506,332			619,756	
Watershed Stewardship Services						
Watershed Monitoring and Reporting	2,000	108,766			110,766	
Extension Services		150,367			150,367	
Forestry Services	153,600				146,217	7,383
Total	155,600	259,133			407,350	7,383
Conservation Areas Management Services						
Management/Development/Operations	6,100	278,078			284,178	
Motor Pool	52,075				27,900	24,175
Total	58,175	278,078			312,078	24,175
Campgrounds						
Falls Reserve Conservation Area	692,500				568,853	123,647
Wawanosh Park Conservation Area	14,372			2,397	16,769	
Total	706,872			2,397	585,622	123,647
Net Operating Budgets	1,109,735	1,725,181		2,397	2,682,108	155,205

Draft 2023 Project Budget Summary - Maitland Valley Conservation Authority Table 2

ITEM	Revenue	Levy Funds	Special Levy Funds	Deferred Revenue	Working Capital Reserves	Forest Management Reserves	Motor Pool Reserves	Expense	Net Surplus / Deficit
Corporate Services Projects									
Administration Centre					200,000			200,000	
GIS/IT Management/Communications		44,500						44,500	
Total		44,500			200,000			244,500	
Flood and Erosion Safety Services Projects									
Flood Control - Preventative Maintenance		18,000						18,000	
Shoreline Hazard Mapping	80,000							80,000	
Natural Hazards Outreach & Education Project	10,000	27,500						37,500	
Total	90,000	45,500						135,500	
Watershed Stewardship Services Projects									
Watershed Health Assessment Project	57,564			41,568				89,151	9,981
Carbon Footprint Initiative									
Garvey Glenn Coordination	85,000							78,505	6,495
Garvey Glenn Demos	43,750							43,750	
Middle Maitland Headwaters Restoration	5,000			70,000				75,000	
Huron Clean Water	500,000							500,000	
Watershed Stewardship Projects									
Nature Based Climate Solutions	161,368							86,368	75,000
OMAFRA COA	60,000							57,221	2,779
ONFARM	9,000							5,336	3,664
ECCC Stream Restoration	101,037							101,037	
Total	1,022,719			111,568				1,036,368	97,919
Conservation Area Projects									
Forestry Management						6,000		6,000	
Vehicles/Equipment Replacement							15,000	15,000	
MVCA Carbon Offset							500	500	
Footprints to Forests Carbon Offsetting					500			500	
Conservation Area Projects	10,800	35,000			24,500	4,500		74,800	
Total	10,800	35,000			25,000	10,500	15,500	96,800	
Net Project Budgets	1,123,519	125,000		111,568	225,000	10,500	15,500	1,513,168	97,919

December 15, 2022 2023 Draft Levy Schedule	% of Municipality In Watershed	2020 CVA (modified) in Watershed \$	Municipal Population in CA jurisdiction	CVA Based Apportionment Percentage	2022 Approved General Levy	2023 Draft General Levy	\$ Increase from Prior Year
Municipality							
Ashfield-Colborne-Wawanosh Twp.	100	\$1,305,434,530	4,597	12.5141	\$ 219,658	\$ 231,534	\$ 11,876
Central Huron Municipality	76	\$1,004,428,199	4,767	9.6286	\$ 171,488	\$ 178,147	\$ 6,659
Goderich Town	100	\$1,121,624,169	6,247	10.7520	\$ 189,772	\$ 198,931	\$ 9,159
Howick Twp.	92	\$467,378,754	2,701	4.4804	\$ 80,945	\$ 82,896	\$ 1,951
Huron East Municipality	72	\$1,098,368,607	5,779	10.5291	\$ 188,569	\$ 194,807	\$ 6,238
Huron-Kinloss Twp.	43	\$630,506,601	2,466	6.0441	\$ 107,084	\$ 111,827	\$ 4,743
Mapleton Twp.	5	\$94,089,931	385	0.9020	\$ 15,812	\$ 16,689	\$ 877
Minto Town	64	\$728,685,452	4,141	6.9853	\$ 121,012	\$ 129,241	\$ 8,229
Morris/Turnberry Municipality	95	\$548,077,768	2,754	5.2539	\$ 92,583	\$ 97,207	\$ 4,624
North Huron Twp.	100	\$588,413,367	3,946	5.6406	\$ 99,781	\$ 104,361	\$ 4,580
North Perth Municipality	98	\$2,312,725,807	10,710	22.1701	\$ 383,789	\$ 410,187	\$ 26,398
Perth East Twp.	9	\$187,066,957	864	1.7932	\$ 31,457	\$ 33,177	\$ 1,720
South Bruce Municipality	1	\$7,377,831	51	0.0707	\$ 1,232	\$ 1,309	\$ 78
Wellington North	16	\$288,251,036	1,470	2.7632	\$ 48,881	\$ 51,124	\$ 2,243
West Perth Municipality	3	\$49,301,733	225	0.4726	\$ 8,341	\$ 8,744	\$ 403
Total		\$10,431,730,742	51103	99.9999	\$ 1,760,404	\$ 1,850,181	\$ 89,777



77722B London Rd.
RR 5 Clinton, ON
N0M 1L0
www.huroncountylibrary.ca

Feb 1 2023

Dear Municipality of Huron East Council,

The Huron County Library is hosting community conversations and interviews across Huron County and inviting members of your community to join the conversation!

These conversations are part of the Libraries Transforming Communities (LTC) project the library is doing to engage community members in roundtable conversations and street interviews to identify their desires and ambitions for their Huron County communities. This work is based off the American Library Association's LTC method.

The 2023 project focuses on the county as a whole by gathering moderate amounts of data from a wide variety of communities. In future years, we will focus on specific partner communities to get a larger amount of data that will be representative enough to share publicly.

Facilitated by library staff, LTC Community Conversations will guide participants through a series of questions that will capture community information on aspirations, main concerns, specific issues, and suggested actions that would make a positive impact on your community. Once these conversations conclude in May 2023, the gathered community information will be shared and used for the benefit of the public by creating realistic plans to help achieve the aspirations of the community. The information we collect will also help inform our research in future years.

Libraries Transforming Communities community conversations and street interviews will be hosted and conducted by Library branch staff, alongside community partners. Community members are invited to attend a conversation or to participate in a street interview to have their voices heard.

Should you require any further details about the Libraries Transforming Communities work in The Municipality of Huron East, please let us know. Feel free to call me at 519.440.8167, or email jseale@huroncounty.ca. For more information, visit: www.huroncountylibrary.ca/ltc.

We hope you will join a community conversation or if you see us around Huron East with clipboards, please share your answers to a few quick questions.

Respectfully,

Jim Seale, Programming and Community Engagement Coordinator,

Huron County Library

The Corporation
of The
Municipality of Huron East

By-law No. 078 for 2022

Being a By-law to provide for Drainage Works
in the Municipality of Huron East, in the County of Huron,
and for the borrowing on the credit of the Municipality,
the sum of \$382,510 for the completion of the said
Drainage Works, Baker Municipal Drain, Branch A 2022

Whereas the requisite number of owners have petitioned the Council of the Corporation of the Municipality of Huron East, in the County of Huron, in accordance with the provisions of the Drainage Act, R.S.O. 1990, Chapter D.17, Section 78 and amendments thereto, requesting that the area described as requiring drainage may be drained by a drainage works;

And Whereas the Council of the Corporation of the Municipality of Huron East has procured a report made by GM BluePlan Engineering, Listowel, Ontario, which report dated July, 2022 shall be considered a part thereof;

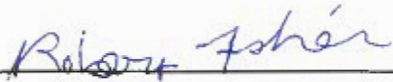
And Whereas the total estimated cost of the drainage works is \$382,510.00;

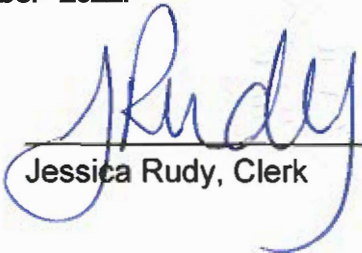
And Whereas the Council of the Corporation of the Municipality of Huron East is of the opinion that the drainage works is desirable;

Now Therefore the Council of the Corporation of the Municipality of Huron East pursuant to The Drainage Act, R.S.O. 1990 Enacts As Follows:

- 1. The said Report, Plans, Specifications, Estimates and Schedules of Assessment are hereby adopted, and the Drainage Works as proposed shall be constructed in accordance therewith.
- 2. The amount of \$382,510.00, necessary to be raised for such Drainage Works shall be made a cash assessment upon lands and roads affected by the proposed Drainage work, with interest at the rate of fifteen per cent per annum added after such date is called, provided that such sum shall be reduced by the amount of grants, if any, and commuted payments, with respect to the lands and roads assessed.
- 3. This By-law shall come into force on the passing thereof and may be cited as the "Baker Municipal Drain, Branch A 2022".

Read a first and second time this 20th day of September 2022.


Robert Fisher, Deputy Mayor


Jessica Rudy, Clerk

Read a third time and finally passed this 7th day of February 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

The Corporation
of the
Municipality of Huron East
By-law No. 007 for 2023

Being a By-law to Authorize the Execution of a Lease
Agreement between the Corporation of the Municipality of
Huron East and the Seaforth Optimist Club

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

And Whereas pursuant to Section 9 of the Municipal Act, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

And Whereas the Municipality of Huron East is the owner of lands described as Lots 172 to 179, Plan 387 and Lots 1 to 8, Lan 396 being PIN 41288-0055;

And Whereas the Municipality of Huron East is desirous to enter into a lease agreement with Seaforth Optimist Club for the described lands;

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

- 1. That the Mayor and Clerk are hereby authorized and instructed to enter into a lease agreement with the Seaforth Optimist Club, attached hereto as Schedule “A”.
- 2. That this By-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

This lease agreement is signed on _____ and is between

The Corporation of the Municipality of Huron East (hereinafter referred to as the “Municipality”)

and

Seaforth Optimist Club (hereinafter referred to as the “Optimist Club”)

The parties agree as follows:

1. **LEASED PREMISES.** The municipality leases to the Optimist Club the following property (hereinafter referred to as the “Lands”)

Lots 172 to 179, Plan 387 and Lots 1 to 8, Plan 396, PIN 41288-0055

In return for the maintenance of the Lands for recreational purposes and activities by the Optimist Club, the Municipality grants the Optimist Club the use of part of the Lands for the continued use of the Optimist Building subject to the terms and conditions stated herein.

2. **TERM AND TERMINATION.** The term of the agreement will begin on February 1st, 2023 at 12:01 and will end on February 1st, 2033 at 23:59.

The Optimist Club and the Municipality shall enter into an Agreement on or before the 1st of February, 2033 regarding the Optimist Club's future use of the Lands failing which the Municipality may deal with the Lands as it deems in the Municipality's best interest.

Either party may terminate this agreement giving 12 months written notice to the other party.

3. **OPERATING COSTS.** The Optimist Club shall pay any and all costs relating to the operation and maintenance of the Optimist Building and Lands used for recreational purposes and shall maintain the facilities in a safe and tidy condition.
4. **CAPITAL COSTS.** The Optimist Club shall be responsible for any and all capital costs associated with the Optimist Building. Capital improvements to the Lands and associated facilities and fixtures shall be mutually agreed to by the Municipality and the Optimist Club and the Municipality and Optimist Club shall share the costs equally.
5. **INSURANCE.** The Municipality shall by virtue of insurance policies and contracts maintained by the Municipality, provide property insurance for the Optimist Building and general liability and accident coverage for the Lands.

The Optimist Club shall maintain insurance coverage on the contents of the Optimist Building and any other insurance the Optimist Club determines to be in the best interest of the Optimist Club. The Optimist Club will maintain general liability insurance minimum of \$2,000,000 and shall name the Municipality as an additional insured party for the duration and purpose of this Agreement, a copy of the certificate shall be provided to the Municipality.

6. **FUTURE ASSIGNS & MISCELLANEOUS.** This Agreement shall be binding on the successor municipal governments or amalgamated entities and any successor to the Optimist Club or incorporated successor to the Optimist Club with it being acknowledged the Agreement will not be assigned to any successor to the Optimist Club without the prior written consent of the Municipality.
7. **NOTICES.** Notices under this lease will be deemed valid only when given or served in writing and forwarded by mail, prepaid postage, addressed as follows:

MUNICIPALITY:
Municipality of Huron East
Jessica Rudy, Clerk
72 Main Street South
PO Box 610
Seaforth ON N0K 1W0
519-527-0160 ext. 37
clerk@huroneast.com

OPTIMIST CLUB:
President of the Seaforth Optimist Club
Brian Barry
Box 616
Seaforth, ON N0K 1W0
519-527-2063
bbarry@tcc.on.ca

8. **GOVERNING LAW.** This lease will be governed by and construed exclusively in accordance with the laws of the province of Ontario, and the laws of Canada in effect in Ontario. In the event of litigation arising from this Agreement, the parties submit to the exclusive jurisdiction of the courts of Ontario, and to seek to enforce an order in any court other than the courts of Ontario.
9. **ENTIRE AGREEMENT.** This Agreement contains the entirety of the agreement between the parties and there are no other promises, conditions, understandings or other agreements, written or oral, relating to the subject matter of this lease. Any modification or amendment to this lease must be in writing and signed by the parties hereto.
10. **SEVERABILITY.** If any section or subsection of this Agreement is deemed invalid by court order, judgement or by operation of law, the remaining sections and subsections of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
11. **BINDING.** The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

MUNICIPALITY

The Corporation of the Municipality of Huron East

By: _____

Alvin McLellan, Deputy Mayor

Date: _____

By: _____

Jessica Rudy, Clerk

Date: _____

OPTIMIST CLUB

Seaforth Optimist Club

By: _____

Brian Barry, President

By: _____

Brenda Wilkinson, Secretary

Date: _____

The Corporation
of the
Municipality of Huron East
By-law No. 008 for 2023

Being a By-law to Dedicate Blocks 16 and 17 on Plan 22M-16 and Block 30 on Plan 621, as a Public Highway Forming Parts of Briarhill Road and Linda Drive in the Municipality of Huron East

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

And Whereas pursuant to Section 31(2) of the Municipal Act, 2001, after January 1, 2003, land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

And Whereas the Municipality of Huron East is the owner Blocks 16 and 17 on Plan 22M-16 and Block 30 on Plan 621;

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

1. That the lands described in Section 2 herein are hereby dedicated as public highway forming parts of Briarhill Road and Linda Drive in the Municipality of Huron East.
2. That the lands referred to in Section 1 hereof are described as being:

Block 30 (Reserve) Plan 621 Seaforth, being PIN 41295-0235;

Reserve Block 16, Plan 22M16, being PIN 41295-0320;

Reserve Block 17, Plan 22M16, being PIN 41295-0321
3. That this By-law shall come into force upon registration with the Land Titles Office for Huron County.

Read a first and second time this 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

The Corporation
of the
Municipality of Huron East
By-law No. 009 for 2023

Being a By-law to Authorize the Signing of a Lease
Agreement between the Corporation of the Municipality of
Huron East and the Tanner Steffler Foundation and Repeal
By-law 029-2022

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

And Whereas pursuant to Section 9 of the Municipal Act, 2001 a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, 2001 a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

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

And Whereas the Council of the Municipality of Huron East is desirous of entering into a Lease Agreement with the Tanner Steffler Foundation to lease a portion of the building situated on Part Lot 24, Concession 1, McKillop/Seaforth Ward, designated as Part 1 on Plan 22R4906, known as 32B Centennial Drive;

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

1. That the Mayor and Clerk are hereby authorized and instructed to enter into a lease agreement with the Tanner Steffler Foundation, attached hereto as Schedule “A”.
2. That the By-law 029-2022 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 7th day of February, 2023.

Read a third time and finally passed this 7th day of February, 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

THIS INDENTURE made (in duplicate) the 7th day of February 2023.

In pursuance of the Short Forms of Leases Act

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

hereinafter called the “Lessor”
OF THE FIRST PART

- and -

THE TANNER STEFFLER FOUNDATION

hereinafter called the “Lessee”
OF THE SECOND PART

1 - THE PREMISES

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee, his heirs, executors, administrators and assigns, or its successors and assigns, as the case may be:

that portion of a building (the “Building”) situated on lands legally and municipally described on Schedule A hereto attached (the “Lands”) more particularly described as follows:

1. Offices (A147 and A148) located at 32B Centennial Drive, Seaforth, Ontario, as outlined in Yellow on the sketch attached hereto as Schedule B (the “Sketch”); such office having a leasable area of approximately 192 square feet (the “Unit”);

TOGETHER WITH:

2. Access, in common with the Lessor and other lessees of the Building, to the Building through the entranceways marked in green on the Sketch;
3. Use in common with the Lessor and other lessees of the Building all the common areas of the Building marked in orange on the sketch. The Lessee will also have access, on an as-needed basis to seminar and meeting rooms, such use to be scheduled through the Huron community Family Health Team, representing the Lessor.

2 - THE TERM

The term of lease will begin on January 1, 2023 at 12:01 and will end on December 31st, 2023 at 23:59.

Should the Lessee remain in possession of the Premises with the written consent of the Lessor after the expiration of the lease, a new tenancy from month to month will continue until the natural termination under this part on January 31, 2023 at 23:59.

The Lessee must notify the Lessor in advance of any anticipated extended absence from the premises.

3 - RENT

The Lessee will pay the Lessor monthly installments in the amount of \$435.56 (four hundred and thirty five Canadian dollars and fifty six cents) + HST and is payable on or before the 1st (first) of each month.

Upon renewal for the lease agreement, the rent is subject to increase based on the changes in the Ontario Consumer Price Index from year to year as determined as of October 31 prior to the renewal date, to the maximum of 5%.

Rent payments must be made to the Lessor at the following address:

Municipality of Huron East
72 Main Street South
PO Box 610
Seaforth, ON N0K 1W0

4- THE DEPOSIT

The Lessee will not pay the Lessor any deposit at the signing of the lease. Nonetheless, the Lessee will be liable to the Lessor at the expiration or termination of this lease for all damage to the property, except ordinary wear and tear.

5 - LESSEE'S AND LESSOR'S COVENANTS

THE LESSEE covenants that he will not do or permit to be done on the Premises anything which the Lessor may deem to be a nuisance and that the Lessee will use and occupy the Premises as a Research Institute or medical office only, and will not carry on or permit to be carried on therein any trade or business other than that of professional or medical office between the hours of 7:00 a.m. and 9:00 p.m. Monday through Saturday. Any other use of the Premises, without the prior written consent of the Lessor, is strictly prohibited.

THE Lessee covenants that he will not do or permit to be done any act or thing which may make void or voidable any insurance **upon the Lessee's business and/or** upon the Building, or part thereof, upon the Premises, or which may cause any increased or additional premium to be payable for any such insurance.

THE Lessee shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the Unit, Building or Lands, and will at all times (at his own expense) keep the Unit in clean and wholesome condition including without limitation the cleaning of the interior of the Unit.

PROVIDED that, in the event of the destruction or partial destruction of the Building, the Lessor may declare the Term hereby granted to be forthwith terminated and in such event rent shall be payable up to the time of such destruction or partial destruction.

PROVIDED also that during the last two months of the Term any stranger or strangers may inspect the Premises including the Unit, on any day except Sunday, on producing a written order to that effect signed by the Lessor. Such notice shall be provided at least 24 hours in advance.

PROVIDED that the Lessor may place upon the Premises at any time during the Term a notice that the Lands are for sale, and within two months prior to the termination of the Term may place a notice on the Premises that they are to be let, and the Lessee agrees that he will not remove such notices, or permit them to be removed.

PROVIDED also that if the term hereby granted, or any of the goods and chattels of the Lessee, shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if a writ of execution shall issue against the goods or chattels of the Lessee, or if the Lessee shall execute any chattel mortgage or bill of sale of any of his goods or chattels, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or in case the said Premises become vacant and so remain for the period of **ten (10)** days, or be used for any other purpose than that for which they were let, or in case the Lessee shall attempt to abandon the said Premises, or to sell or dispose of his goods and chattels so that there would not in the event of such sale or disposal be, in the opinion of the Lessor, a sufficient distress on the Premises for the then accruing rent, then the current month's rent, together with the rent for the three months next accruing shall immediately become due and payable, and the remainder of the Term shall, at the option of the Lessor, forthwith become forfeited and determined, and the Lessor may re-enter and take possession of the Premises as though the Lessee was holding over the expiration of the Term.

PROVIDED that the Lessee may remove his fixtures if all rent due hereunder has been paid and provided that the Lessee does not cause any damage to the Premises in such removal. Any damage so caused shall be repaired by the Lessee at the Lessee's sole expense.

THE Lessee covenants that he is the sole owner of all goods and chattels that are to be brought upon the Premises.

AND that he will leave the Unit in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND the said Lessee covenants with the said Lessor to pay rent; and to keep the Unit clean, repair reasonable wear and tear and damage by fire, lightning and tempest only excepted; and that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and will not assign or sub-let without leave, and such consent may, notwithstanding any statutory enactment to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion;

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

PROVIDED also that in the case of a seizure or forfeiture of the said term for any of the causes herein set forth, the Lessor shall have the same right of re-entry as is given under the next preceding proviso.

PROVIDED that notwithstanding anything herein contained the Lessor's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon default being made.

THE said Lessor covenants with the said Lessee for quiet enjoyment. The Lessor covenants to provide electricity, heat and air conditioning at no additional cost for the Premises and Unit and in this regard, the Lessee agrees to use such heat and air conditioning to maintain an ambient temperature in the

Unit/Premises at a reasonable level such reasonable level to be deemed to be a temperature between 18 and 22 degrees Celsius; and to remove snow from the Premises as reasonably required. The Lessor agrees to clean and maintain the common areas of the Building marked in yellow to reasonable commercial standards. The Lessor agrees to maintain the heating system, air conditioning system and all exterior walls, window and roofs of the Building and to keep the parking lot adjacent to the Building in a good state of repair.

IN consideration of the foregoing and of the leasing and letting by the Lessor to the Lessee of the Premises hereby demised for the term hereby granted (and it is upon that express understanding that this indenture is entered into), the Lessee hereby covenants and agrees with the Lessor that notwithstanding any statute or law to the contrary, none of the goods or chattels of the Lessee on the said Premises at any time during the continuance of the Term shall be exempt from levy by distress for rent in arrears by the Lessee as provided for by any Act above referred to, and that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Lessee waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act but for the above covenant.

AND it is hereby agreed between the parties hereto that should the Lessee remain in possession of the Premises after the determination of the Term, without other written agreement, it shall be as a monthly tenant only, at a rental rate equal to the Base Rent for the final year of the Term, adjusted in accordance with Section III-Base Rent Adjustment of this Lease, payable in advance on the **first (1st)** day of every month and subject in all other respects to the terms of this Lease save and except that either the Lessor or the Lessee may terminate the Lease by providing the other with ninety (90) days written notice to terminate such monthly tenancy.

THE Lessor agrees to provide the Lessee with access to each of the entranceways to the Building set out in Paragraph I-2 of this Lease and the Unit, which he agrees to return to the Lessor forthwith upon quitting the Premises.

The Lessee covenants not to hold the Lessor liable for any injury, loss or damage suffered by the Lessee or any invitee, employee or agent of the Lessee at the Premises, at any time for any reason whatsoever, nor to hold the Lessor liable for any injury, loss or damage to any property, goods or effects of the Lessee or any invitee, employee, lessor to or agent of the Lessee due to any cause whatsoever.

The Lessee covenants to indemnify and save harmless the Lessor from all actions, claims, costs, liabilities, suits, demands from injury, loss or damage to any person or property including without limitation, agents, invitees and employees of the Lessee at any time and from time to time that may result from or arise due to the Lessee's use or occupancy of the Premises. Such indemnity shall survive any termination of this Lease.

The above two covenants to indemnify shall contemplate that the Lessor shall reasonably maintain the common areas of the Building and the parking lot adjacent to the Building.

The Lessee covenants to deliver to the Lessor, from time to time, a certificate outlining a policy of public liability insurance (with all inclusive limits of coverage of not less than \$2,000,000.00 for injury to one person and not less than \$2,000,000.00 for injury to property) with respect to the business operated upon the Premises; which policy shall name the Lessor as an additional insured and shall contain a clause that the insurer shall not change or cancel such policy without giving the Lessor thirty (30) days written notice.

The Lessee shall not be permitted to register notice of this Lease on title to the Lands.

5 – RENEWAL TERMS

This lease will automatically renew for an additional period of 1 year, unless either party gives written notice of termination no later than 90 days prior to the expiration of either the initial lease term or the renewal term. The lease terms during the renewal term will be the same as those contained in this lease.

To the Lessor:
Personally/By Mail: The Corporation of the Municipality of Huron East
72 Main Street
P.O. Box 610
Seaforth, Ontario
N0K 1W0
By Telephone: (519) 527-0160 ext. 37
By Email: clerk@huroneast.com

To the Lessee:
 Personally/By Mail: Heather Steffler
 The Tanner Steffler Foundation
 Box 827
 Seaforth, Ontario
 N0K 1W0
 By Telephone: (519) 670-1940
 By Email: heather@tannerstefflerfoundation.com

Any notice required to be given by one party to the other shall be deemed to be conclusively given on the date of the fax or the date of delivery if delivered personally, or if by mail, 4 business days after the date after the notice is mailed.

7 - CONDITION

IT IS agreed between the parties hereto that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
)
) The Corporation of the Municipality of Huron East
) Per:
)
)
)
) Name: Alvin McLellan
) Position: Deputy Mayor
)
)
)
)
)
) Name: Jessica Rudy
) Position: Clerk
)

We have the authority to bind the Corporation.

)
) The Tanner Steffler Foundation
)
)
)
)
) John Steffler
)
)
)
)
)
) Heather Steffler
)
)
)
)
)
)

We have the authority to bind the Foundation.

SCHEDULE A

Part Lot 24 Concession 1, McKillop/Seaforth designated as Part 1 on Plan 22R-4906, Municipality of Huron East, County of Huron.

32B Centennial Drive, Seaforth, Ontario

SCHEDULE B



The Corporation
of The
Municipality of Huron East
By-law No. 010 for 2023

Being a By-law to Authorize Agricultural Land Lease
Agreements between the Corporation of the Municipality of
Huron East and Shane McLeod

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

And Whereas pursuant to Section 9 of the Municipal Act, 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, 2001, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

And Whereas the Corporation of the Municipality of Huron East is the owner of lands described as Part Lot 23, Concession 4, Tuckersmith Ward (41816 Roman Line), Part Lots 14 and 15, Concession 1, Tuckersmith Ward (79468 Hannah Line) and Part 1, Plan 22R-844, Brussels Ward (27 Beech Street);

And Whereas the Council of the Municipality of Huron East is desirous of entering into agricultural land lease agreements for the workable land in the aforesaid properties;

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

1. That the Mayor and Clerk are hereby authorized and instructed to enter into agricultural land lease agreements with Shane McLeod for 41816 Roman Line, attached hereto as Schedule “A”.
2. That the Mayor and Clerk are hereby authorized and instructed to enter into agricultural land lease agreements with Shane McLeod for 79468 Hannah Line, attached hereto as Schedule “B”.
3. That the Mayor and Clerk are hereby authorized and instructed to enter into agricultural land lease agreements with Shane McLeod for 27 Beech Street attached hereto as Schedule “C”.
4. 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 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

Agricultural Land Lease

This Indenture

made (in duplicate) the 7th day of February, 2023
In Pursuance of The Short Forms of Leases Act.

Between:

The Corporation of the Municipality of Huron East
hereinafter called "the Lessor",
of the First Part

and

Shane McLeod
hereinafter called "the Lessee",
of the Second Part

WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that parcel or tract of land situate, lying and being in the Tuckersmith Ward in the Municipality of Huron East in the County of Huron containing by admeasurement twenty-six (26) acres, more or less, and being composed of Part of Lots 14 and 15, Concession 1, Huron Road Survey, in the Tuckersmith Ward in the Municipality of Huron East.

It is understood and agreed that the demised premises contained by admeasurement twenty-six (26) acres more or less and excluded therefrom is the lagoon system located on and upon the aforesaid property and further excluded are all buildings located on the said premises.

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2023 and thenceforth next ensuring and being fully completed and ended on the 31st day of December, 2026.

YIELDING AND PAYING therefore during the said term hereby granted unto the Lessor a rental sum or amount as follows:

1. The sum or amount of \$450.00 plus HST per workable acres for the period ending December 31st, 2023.
2. The sum or amount of \$450.00 plus HST per workable acres for the period ending December 31st, 2024
3. The sum or amount of \$450.00 plus HST per workable acres for the period ending December 31st, 2025.
4. The sum or amount of \$450.00 plus HST per workable acres for the period ending December 31st, 2026

The aforesaid rental sum or amount shall be due and payable in lawful money in Canada, without any deduction, defalcation or abatement whatsoever on the following days and times, that is to say:

The full rental sum as hereinbefore specified shall become due and payable 50% on or before April 1st of the crop year, and the balance to be paid on or before December 15th of the crop year in each of the said rental periods.

NOTWITHSTANDING anything herein contained, it is hereby understood and agreed that, in addition to any other rights or remedies that the Lessor may have and without degroation thereof, in the event of the late payment or non-payment of rent in accordance with the provisions herein contained, the Lessor may nevertheless and at its sole and unfettered discretion continue the said lease during the aforesaid period despite such late payment or non-payment of rent provided, however, the Lessee shall pay interest at the rate of fifteen (15%) percent per annum on such part of the said rental as remains unpaid from time to time until the date of other termination of the within lease or the date of payment. The Lessee covenants and agreed to do, carry out and perform all acts and things required to be done pursuant to any Act of Parliament, regulation or by-law in order to properly control insects.

The Lessee covenants and agrees to have the lands ploughed at the expiration of the terms of the within lease, and that there will be no chemical residue at the expiry of the lease.

The Lessee further covenants and agrees that he will not burn or otherwise destroy any crop residue, including any straw and corn stalk, without the written permission of the Lessor.

The Lessor covenants and agrees to pay all taxes and assessments assessed against the property herein described and further covenants and agrees to maintain all necessary fire insurance coverage on the buildings located on the premises herein.

ANY Notice or other communication mailed or delivered as aforesaid shall be deemed to have been given at the date it was personally delivered or if mailed shall be deemed to have been given on the third business day following the date of which it was mailed. Either the Lessor or the Lessee may change his address for service from time to time by giving notice in accordance with the foregoing.

PROVISO for re-entry by the Lessor on non-payment of rent, or non-performance of Covenants.

The Lessor Covenants with the Lessee for quiet enjoyment.

It is hereby declared and agreed that this Indenture shall ensure to the benefit of all and be binding upon the parties hereto, their heirs, executors, administrators, and assigns, respectively.

AND it is further agreed that wherever the singular and masculine are used in this Indenture they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Corporation Seal of the Corporation of the Municipality of Huron East has hereunto been affixed under the hands of its authorized signing officers and Lessee of the Second Part has hereunto set his hand and seal.

Signed, Sealed and Delivered
In the presence of

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Witness

Shane McLeod

Dated: February 7th, 2023

=====

The Corporation of the Municipality of Huron East

- to -

Shane McLeod

=====

FARM LEASE

=====

Address of Property:
Part of Lots 14 and 15, Concession 1, Huron Road Survey
Tuckersmith Ward, Municipality of Huron East
County of Huron

Agricultural Land Lease

This Indenture

made (in duplicate) the 7th day of February, 2023

In Pursuance of The Short Forms of Leases Act.

Between:

The Corporation of the Municipality of Huron East
hereinafter called "the Lessor",
of the First Part

and

Shane McLeod
hereinafter called "the Lessee",
of the Second Part

WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that parcel or tract of land situate, lying and being in the Tuckersmith Ward in the Municipality of Huron East in the County of Huron containing by admeasurement fifty four (54) acres, more or less, and being composed of Part of Lot 23, Concession 4, Huron Road Survey, in the Tuckersmith Ward in the Municipality of Huron East.

It is understood and agreed that the demised premises contained by admeasurement fifty four (54) acres more or less and excluded therefrom is the gravel pit located on and upon the aforesaid property and further excluded are all buildings located on the said premises.

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2023 and thenceforth next ensuring and being fully completed and ended on the 31st day of December, 2026.

YIELDING AND PAYING therefore during the said term hereby granted unto the Lessor a rental sum or amount as follows:

1. The sum or amount of \$500.00 plus HST per workable acres for the period ending December 31st, 2023.
2. The sum or amount of \$500.00 plus HST per workable acres for the period ending December 31st, 2024
3. The sum or amount of \$500.00 plus HST per workable acres for the period ending December 31st, 2025.
4. The sum or amount of \$500.00 plus HST per workable acres for the period ending December 31st, 2026.

The aforesaid rental sum or amount shall be due and payable in lawful money in Canada, without any deduction, defalcation or abatement whatsoever on the following days and times, that is to say:

The full rental sum as hereinbefore specified shall become due and payable 50% on or before April 1st of the crop year, and the balance to be paid on or before December 15th of the crop year in each of the said rental periods.

NOTWITHSTANDING anything herein contained, it is hereby understood and agreed that, in addition to any other rights or remedies that the Lessor may have and without degroation thereof, in the event of the late payment or non-payment of rent in accordance with the provisions herein contained, the Lessor may nevertheless and at its sole and unfettered discretion continue the said lease during the aforesaid period despite such late payment or non-payment of rent provided, however, the Lessee shall pay interest at the rate of fifteen (15%) percent per annum on such part of the said rental as remains unpaid from time to time until the date of other termination of the within lease or the date of payment. The Lessee covenants and agrees to do, carry out and perform all acts and things required to be done pursuant to any Act of Parliament, regulation or by-law in order to properly control insects.

It is hereby understood and agreed that the Lessor may enter the premises herein demised for the purpose of removing gravel, sand and stone from the premises herein described and shall have the rights of access, ingress and egress necessary to carry out the aforesaid purpose.

The Lessee covenants and agrees to have the lands ploughed at the expiration of the terms of the within lease, and that there will be no chemical residue at the expiry of the lease.

The Lessee further covenants and agrees that he will not burn or otherwise destroy any crop residue, including any straw and corn stalk, without the written permission of the Lessor.

AND without limiting the foregoing, the Lessee agrees that he will not remove sand, gravel, topsoil or minerals from the said premises.

The Lessor covenants and agrees to pay all taxes and assessments assessed against the property herein described and further covenants and agrees to maintain all necessary fire insurance coverage on the buildings located on the premises herein.

ANY Notice or other communication mailed or delivered as aforesaid shall be deemed to have been given at the date it was personally delivered or if mailed shall be deemed to have been given on the third business day following the date of which it was mailed. Either the Lessor or the Lessee may change his address for service from time to time by giving notice in accordance with the foregoing.

PROVISO for re-entry by the Lessor on non-payment of rent, or non-performance of Covenants.

The Lessor Covenants with the Lessee for quiet enjoyment.

It is hereby declared and agreed that this Indenture shall ensure to the benefit of all and be binding upon the parties hereto, their heirs, executors, administrators, and assigns, respectively.

AND it is further agreed that wherever the singular and masculine are used in this Indenture they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Corporation Seal of the Corporation of the Municipality of Huron East had hereunto been affixed under the hands of its authorized signing officers and Lessee of the Second Part has hereunto set his hand and seal.

Signed, Sealed and Delivered
In the presence of

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Witness

Shane McLeod

Dated: February 7th, 2023

=====

The Corporation of the Municipality of Huron East

- to -

Shane McLeod

=====

FARM LEASE

=====

Address of Property:
Part of Lot 23, Concession 4, Huron Road Survey
Tuckersmith Ward, Municipality of Huron East
County of Huron

Agricultural Land Lease

This Indenture

made (in duplicate) the 7th day of February, 2022.

In Pursuance of The Short Forms of Leases Act.

Between:

The Corporation of the Municipality of Huron East
hereinafter called "the Lessor",
of the First Part

and

Shane McLeod
hereinafter called "the Lessee",
of the Second Part

WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that parcel or tract of land situate, lying and being in the Municipality of Morris-Turnberry and the Municipality of Huron East, in the County of Huron containing by admeasurement six (6) acres, more or less, and being composed of Part 1, RP 22R844 in the Municipality of Morris-Turnberry and Lot 367, Lot 368 Plan 192, Part Lot 369 as RP 22R844 Part 1, Brussels, Ward, Municipality of Huron East.

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2023 and thenceforth next ensuring and being fully completed and ended on the 31st day of December, 2026.

YIELDING AND PAYING therefore during the said term hereby granted unto the Lessor a rental sum or amount as follows:

1. The sum or amount of \$400.00 plus HST per workable acres for the period ending December 31st, 2023.
2. The sum or amount of \$400.00 plus HST per workable acres for the period ending December 31st, 2024
3. The sum or amount of \$400.00 plus HST per workable acres for the period ending December 31st, 2025.
4. The sum or amount of \$400.00 plus HST per workable acres for the period ending December 31st, 2026

The aforesaid rental sum or amount shall be due and payable in lawful money in Canada, without any deduction, defalcation or abatement whatsoever on the following days and times, that is to say:

The full rental sum as hereinbefore specified shall become due and payable 50% on or before April 1st of the crop year, and the balance to be paid on or before December 15th of the crop year in each of the said rental periods.

NOTWITHSTANDING anything herein contained, it is hereby understood and agreed that, in addition to any other rights or remedies that the Lessor may have and without degroation thereof, in the event of the late payment or non-payment of rent in accordance with the provisions herein contained, the Lessor may nevertheless and at its sole and unfettered discretion continue the said lease during the aforesaid period despite such late payment or non-payment of rent provided, however, the Lessee shall pay interest at the rate of fifteen (15%) percent per annum on such part of the said rental as remains unpaid from time to time until the date of other termination of the within lease or the date of payment. The Lessee covenants and agreed to do, carry out and perform all acts and things required to be done pursuant to any Act of Parliament, regulation or by-law in order to properly control insects.

The Lessee covenants and agrees to have the lands ploughed at the expiration of the terms of the within lease, and that there will be no chemical residue at the expiry of the lease.

The Lessee further covenants and agrees that he will not burn or otherwise destroy any crop residue, including any straw and corn stalk, without the written permission of the Lessor.

ANY Notice or other communication mailed or delivered as aforesaid shall be deemed to have been given at the date it was personally delivered or if mailed shall be deemed to have been given on the third business day following the date of which it was mailed. Either the Lessor or the Lessee may change his address for service from time to time by giving notice in accordance with the foregoing.

PROVISO for re-entry by the Lessor on non-payment of rent, or non-performance of Covenants.

The Lessor Covenants with the Lessee for quiet enjoyment.

It is hereby declared and agreed that this Indenture shall ensure to the benefit of all and be binding upon the parties hereto, their heirs, executors, administrators, and assigns, respectively.

AND it is further agreed that wherever the singular and masculine are used in this Indenture they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Corporation Seal of the Corporation of the Municipality of Huron East has hereunto been affixed under the hands of its authorized signing officers and Lessee of the Second Part has hereunto set his hand and seal.

Signed, Sealed and Delivered
In the presence of

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Witness

Shane McLeod

Dated: February 7th, 2023

=====

The Corporation of the Municipality of Huron East

- to -

Shane McLeod

=====

FARM LEASE

=====

Address of Property:

Part 1, 22R844
Municipality of Morris-Turnberry
County of Huron

Lot 367, Lot 368, Plan 192
Part Lot 369 as RP 22R844 Part 1
Brussels Ward, Municipality of Huron East
County of Huron

The Corporation
of The
Municipality of Huron East
By-law No. 011 for 2023

Being a By-law to Authorize a Service Agreement between the Corporation of the Municipality of Huron East and the Corporation of the County of Huron and to Repeal By-Law 94-2021

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

And Whereas pursuant to Section 9 of the Municipal Act, 2001, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, 2001, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

And Whereas the Corporation of the County of Huron has the authority pursuant to the legislation indicated in the Day Nurseries Act, R.S.O. 1990, as amended, to enter into an agreement for the provision of child care services;

And Whereas the Corporation of the Municipality of Huron East, as a Service Provider, has agreed to provide child care services described in the Day Nurseries Act, R.S.O. 1990, as amended;

And Whereas the Council of the Corporation of the Municipality of Huron East is desirous of entering into a Service Agreement to continue to provide child care services pursuant to the Day Nurseries Act, R.S.O. 1990, as amended;

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

1. That the Mayor and Clerk are hereby authorized and instructed to enter into a Service Agreement with the Corporation of the County of Huron attached hereto as Schedule “A”.
2. That By-law 94-2021 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 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

<hr/>	<hr/>
Alvin McLellan, Deputy Mayor	Jessica Rudy, Clerk



CHILD CARE AND EARLY YEARS PROGRAMS AND SERVICES AGREEMENT

This Agreement made in duplicate

B E T W E E N: **The Corporation of the County of Huron**

("County of Huron")

- and -

("MUNICIPALITY OF HURON EAST")

WHEREAS the *Child Care and Early Years Act, 2014 S.O. 2014, c. 11, Sched. 1* and amendments authorizes the County of Huron to enter into this Agreement for the provision of child care and/or early years programs and services;

AND WHEREAS the Service Provider has agreed to provide child care and/or early years programs and services as described in the *Child Care and Early Years Act, 2014*;

THEREFORE in consideration of the terms of this agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. FOR PURPOSES OF THIS AGREEMENT:

"Child care and early years programs and services" means programs and services as defined by the *Child Care and Early Years Act, 2014*;

"County" means the County of Huron;

"County Staff" means the staff of the County of Huron authorized to exercise the rights and perform the duties of the County of Huron under this Agreement;

"Service Provider" means the party of the second part and shall be the "Delivery Agent" for purposes of provision of child care and/or early years programs and services pursuant to the *Child Care and Early Years Act, 2014* and its regulations.

2. THE SERVICE PROVIDER AGREES TO:

- 2.1 Provide services in accordance with the attached Service Description Schedule(s), the terms and requirements of its license under Ontario Regulation 137/15: Child Care and Early Years Act, S.O. 2014, c. 11, Sched.1 (if applicable) and in accordance with the policies, guidelines and requirements of County.
- 2.2 Provide child care in accordance to How Does Learning Happen? Ontario's pedagogy for the early years 2014
- 2.3 The licensed Service Provider agrees to participate in the OneHSN Childcare Application and Waitlist Solution (OneHSN) as required under this Agreement and will not generate and keep waitlists separate and apart from the centralized waitlist;
- 2.4 The service provider agrees to maintain reasonable child care rates as approved by the Huron County Children's Services and will communicate any changes to child care rates for approval prior to implementation.
- 2.5 The service provider agrees to offer the same services for the same rates to all individuals accessing care avoiding member/non-member rates or resident/non-resident rates.
- 2.6 The service provider will not increase rates more than once per year and will ensure rate increases are reasonable and gradual in line with the cost of living to avoid hardship to families. Rate increases will be approved by Huron County as the CMSM.

The following Schedules marked with an "X" form part of this Agreement.

- _____ Schedule "A" - Licensed Child Care Fee Subsidy Service Description
- _____ Schedule "B" - General Operating Grant Service Description
- _____ Schedule "C" - Provincial Wage Enhancement Grant Service Description
- _____ Schedule "D" - Pay Equity Service Description
- _____ Schedule "E" - Program Assistant Service Description
- _____ Schedule "F" - Special Purpose (Play Based, Health and Safety, one-time funding)
- _____ Schedule "G" - EarlyON Child and Family Centre Service Description
- _____ Schedule "H" – Early Learning and Child Care Funding
- _____ Schedule "I" - Canada Wide Early Learning and Child Care Funding

- 2.7 Participate in a meaningful way in providing quality child care and/or early years programs and services, including identifying ongoing professional learning opportunities for staff and keeping current with trends in pedagogy.
- 2.8 Use the funds only for the purpose of carrying out the Services and Program.
- 2.9 Provide inclusive child care and/or early years programming.

3. TERM

- 3.1 Notwithstanding the date that this Agreement was executed, its term commenced on January 1, 2023 and shall continue until December 31, 2026 or until terminated or amended under Section 3.2, 3.3; or 3.6.
- 3.1.1 Subject to 3.1.2 below, the parties shall renew this agreement by signing a new agreement on or before January 1, 2023 upon the same terms and conditions as are set out in this agreement. Should the parties be late in signing the new agreement due to a delay in the process of preparations, approval and signing of the new agreement, this agreement shall be extended and remain in force until the date the new agreement is signed unless terminated in accordance with the provisions of this agreement.
- 3.1.2 If the County wishes to amend the terms and conditions of this agreement, it shall give notice to the Service Provider no less than sixty (60) days before the end of the term. Should the County give such notice, the County and the Service Provider shall make their best efforts to agree on the amendments to the agreement and sign a new agreement incorporating the amendments on or before January 1, 2023. Should the parties be late in signing the new agreement due to a delay in process of preparation and signing of the new agreement, this agreement shall be extended and remain in force until the date of the new agreement is signed unless it is terminated in accordance with the provisions of this agreement.
- 3.2 Either party may at any time terminate this Agreement in whole or in part, without penalty or cause, by giving a minimum of (60) days written notice to the other party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect.
- 3.3 If in the opinion of the County, the Service Provider is in breach of this Agreement, the County may terminate this Agreement immediately by giving written notice to the Service Provider. Notwithstanding the foregoing, the County may, in its discretion, provide the Service Provider with a reasonable period of time to rectify the breach.
- 3.4 In the event notice is given under sub-article 3.2, the Service Provider shall, during the notice period, provide only those services which the County, determines are reasonably required to complete the service in progress.
- 3.5 Upon termination of this Agreement, the Service Provider shall reimburse forthwith to the County any monies advanced by the County which are not expended in accordance with this Agreement.
- 3.6 Notwithstanding anything to the contrary in this Agreement, in the event that:
- 3.6.1 The Ministry at any time during the term of this Agreement revokes the designation of the County as a CMSM or ceases to provide sufficient funding to the County for any programs or services covered under this Agreement; or
- 3.6.2 The Service Provider, if it is a corporation, transfers the majority of its issued shares in the capital stock or if any transfer, issuance or division of any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs; or
- 3.6.3 The Service Provider becomes insolvent or makes an application to appoint a

receiver or trustee in bankruptcy

In the circumstances outlined in Sections 3.6.1 to 3.6.3 this Agreement shall, at the sole discretion of the County, immediately become null and void and the County shall not in any way be liable to the service provider.

3.6.4 The County of Huron will pay to the Service Provider for admissible expenditures incurred pursuant to this Agreement. The County of Huron reserves the right within reason to determine the amounts, times and manner of such payments.

3.6.5 It is agreed and understood that the County of Huron may withhold payments if the Service Provider is in breach of its obligations under this Agreement or, as applicable, if the County is advised by the Ministry of Education that the Service Provider is in breach of its license requirements and obligations under the *Child Care and Early Years Act, 2014*.

3.6.6 The Service Provider shall hold any funds advanced to the Service Provider by the County in trust for the County until such time as the funds are expended in accordance with this Agreement.

4. **PAYMENT**

4.1 The County shall pay to the Service Provider funding for the provision of child-care and early years programs and services consistent with the terms of the Agreement and the Schedules that form part of this Agreement. Payments will generally be on a monthly basis, in advance. Failure to follow the terms of this Agreement, including submission of reports or data, may result in suspension of funding or termination of the Agreement.

4.2 The funding and payment amount and the Schedules that form part of this Agreement may be amended from time to time by mutual agreement.

4.3 The Service Provider shall use the funds provided by the County pursuant to sub-article 4.1 only for the specific purpose for which the funds are provided.

4.4 Notwithstanding anything in this Agreement, no payments shall be due or payable to the Service Provider by the County under this Agreement unless such payments are eligible for Ministry funding pursuant to the Ministry requirements and as approved by the County.

4.4 Notwithstanding anything in this Agreement, any payments made by the County, which are for any reason in excess of the amount to which the Service Provider is entitled, shall be immediately refunded to the County by the Service Provider after due demand by the County or, at its sole option, the County may deduct or set off the overpayment from any subsequent monies due to the Service Provider.

4.5 The Service Provider shall, at the request of the County, change its fiscal year end to coincide with the year end of the County or to such other date as the County directs.

4.6 The Service Provider shall submit to the County a budget and/or reconciliation with respect to the services it provides pursuant to this Agreement, which budget shall be provided at intervals as determined by the County and set out in the Schedules of this Agreement.

5. REPORTS

5.1 The Service Provider shall maintain the following reports and records:

- 5.1.1 Service records respecting each service provided by the Service Provider pursuant to this Agreement for each site where services are provided;
- 5.1.2 Up-to-date financial records and books of account, maintained in accordance with generally accepted accounting principles, respecting all funds received by the Service Provider from the County pursuant to this Agreement;
- 5.1.3 Maintained in accordance with generally accepted accounting principles;
- 5.1.4 An audited Financial Statement with respect to the services provided by the Service Provider pursuant to this Agreement shall be provided to the County upon request for all funds received (excluding Fee Subsidy) over \$75,000.00.
- 5.1.5 Requests for Fee Subsidy rate increases will include a Budget submission that details revenues and expenditures including staff salaries, benefits and qualifications for each staff position and details related to operational costs for each site the Service Provider operates;
- 5.1.6 Quarterly Reconciliation reports with respect to the services provided by the Service Provider pursuant to this Agreement shall be provided to the County for all funds as prescribed in the attached schedules;
- 5.1.7 The Service Provider will maintain financial records and books of account respecting programs and services provided pursuant to this Agreement for each site where service is being provided and will allow County staff or such other persons appointed by the County of Huron, to inspect and audit such books and records at all reasonable times, both during the term of this Agreement and subsequent to its expiration or termination.
- 5.1.8 Any other report or record required pursuant to a Schedule to this Agreement; and
- 5.1.9 Any other report or record that the County or Ministry acting reasonably, requests.

5.2 The Service Provider acknowledges that failure to submit the reports required in accordance with article 5.1 may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.

5.3 The Service Provider shall permit the County at any time during the term of this Agreement and for seven (7) years after its expiry or termination and during the Service Provider's usual business hours, to review all of the Service Provider's materials, records and other documents relating to this Agreement provided that the County gives the Service Provider twenty-four (24) hours' notice of its intention to do so.

5.4 Reports shall be submitted in a method compliant with the **Freedom of Information and Protection and Privacy Act** and will be communicated to the Service Provider in a manner determined by the County.

- 5.5 In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the programs and services provided for under this Agreement without the prior consent of the County of Huron, which may be given subject to such conditions as the County of Huron deems advisable.

6. OBSERVANCE OF THE LAW

The Service Provider and its employees and representatives, if any, shall at all times comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, the Guidelines, and the Operating Guidelines, including but not limited to the **Ontario Human Rights Code**, the **Freedom of Information and Protection of Privacy Act**, the **Accessibility for Ontarians with Disabilities Act**, the **Occupational Health and Safety Act**, **Employment Standards Act** and the **Workplace Safety and Insurance Act**. in respect of the performance of this Agreement.

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 6.2 The Service Provider delivering childcare shall be licensed in accordance with, and shall otherwise abide by, the **Child Care and Early Years Act, 2014** and the Regulations made thereunder.
- 6.3 This contract shall automatically terminate if the Service Provider delivering childcare ceases to hold a valid license, or a renewal thereof, under the said **Child Care and Early Years Act, 2014** for the said child care centre.
- 6.4 The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.

7. THE SERVICE PROVIDER'S CONTRACTUAL STATUS

- 7.1 The Service Provider is an independent contractor and the Service Provider, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of the County.
- 7.2 The Service Provider shall be solely responsible for the payment of any subcontractors employed, engaged or retained by the Service Provider for the purpose of assisting it in the discharge of its obligation under this Agreement.
- 7.3 The Service Provider shall co-ordinate the services of any subcontractors employed, engaged or retained by it pursuant to sub-article 7.2 and the Service Provider shall be liable to the County for any and all costs arising from the errors or omissions of such subcontractors or any of them.
- 7.4 The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the County of Huron where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County of Huron) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of

interest for it to use confidential information of the County of Huron relevant to the services where the County of Huron has not specifically authorized such use.

7.5 The Service Provider shall disclose to the County of Huron without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

7.6 A breach of this section by the Service Provider shall entitle the County of Huron to terminate the Agreement, in addition to any other remedies that the County of Huron has in the Agreement, in law or in equity.

8. INSPECTION

8.1 The Service Provider will grant access, at reasonable times, to County staff, or their authorized representative, to any premises used by the Service Provider in connection with the programs and services pursuant to this Agreement for the purposes of evaluation of the programs and services and for purposes of inspection of the records, documentation and data required to be maintained by the Service Provider pursuant of the *Child Care and Early Years Act* and Regulations, and if necessary, to provide copies of same.

8.2 The Service Provider agrees that its staff providing services pursuant to the Agreement shall, upon the request of the County, be available for consultation with employees of the County.

9. SERVICE PROVIDER'S ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

Service Providers' acquisition of goods and services with funds obtained through this Agreement will be through a process that promotes best value for money: complies with the **Broader Public Sector Accountability Act, 2010** (Ontario), including any procurement directive issued thereunder, to the extent applicable.

The Service provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with the County of Huron funds pursuant to this Agreement without the prior written consent of the County of Huron, which may be given subject to such conditions as the County of Huron deems advisable.

10. CONFIDENTIALITY

10.1 The Service Provider, its officers, agents and employees shall treat all information, especially that relating to children and parents, guardians and caregivers which is obtained by it through its performance under this Agreement as confidential and shall not, unless required to do so by law, disclose same, other than in accordance with this Agreement, without the prior written approval of the County.

- 10.2 The Service Provider shall not, unless required to do so by law, release information pertaining to subsidized children and parents, guardians and caregivers receiving its services to third parties without first obtaining the written consent of the affected parent or the person entitled to give consent on behalf of the affected subsidized child.
- 10.3 The collection, use and disclosure of information by the County shall be governed by the **Municipal Freedom of Information and Protection and Privacy Act** in a method determined by the County and communicated to the Service Provider.
- 10.4 Security of confidential information stored and transferred by electronic means shall be ensured using password protection, encryption of data during transmission and use of firewalls.
- 10.5 Security of confidential information stored in hard copy format will be locked to prevent access by those who do not require access to the information for the performance of this Agreement.
- 10.6 Security of confidential information shall be ensured by restricting access to those individuals who require access to collect, use or transmit the information for the performance of this Agreement.
- 10.7 The Service Provider will protect all confidential information in its possession, including during transmission, in accordance with industry best practices.

11. INDEMNITY

- 11.1 The Service Provider shall at all times defend, indemnify and save harmless the Corporation of the County of Huron, its officers, elected officials, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "County Indemnities") from and against any and all manner of claims, demands, losses, expenses, fines, costs (including legal, expert and consultant fees), charges, actions, claims, demands and lawsuits or other proceedings whatsoever made or brought against, suffered by or imposed on the County Indemnities, or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the County Indemnities, or of the Service Provider) directly or indirectly arising out of, resulting from or sustained as a result of the Service Provider's performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the County Indemnities.

12. INSURANCE

12.1 Commercial General Liability

The Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the The County of Huron and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$ 2 Million/occurrence with an aggregate of not less than \$ 2 Million
- (b) Add The Corporation of the County of Huron as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than (usually \$2,000,000) and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) The policy shall provide 30 days prior notice of cancellation
- (i) Coverage shall extend to protect volunteers

12.2 Abuse Liability

The proponent shall provide, as a stand-alone policy or as part of the Commercial General Liability, abuse liability which shall include coverage for physical and sexual abuse. Coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario for the following limit of liability no less than \$ 2 million.

12.3 Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

12.4 Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

13. NOTICE

13.1 Any demand or notice to be given pursuant to the Agreement shall be properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows

- a. Where the County is the intended recipient;
The Corporation of the County of Huron
Social Services Division
77722D London Rd. R.R.#5
Clinton, ON N0M 1L0
Attention: Children's Services Manager
- b. Where the Service Provider is the intended recipient;
Municipality of Huron East
Vanastra Early Childhood Learning Centre
72 Main Street South, PO Box 610
Seaforth, ON N0K 1W0
Attention: Clerk

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed,

then, in the absence of any interruption in postal service in the County affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

14. GENERAL PROVISIONS

- 14.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of the Agreement, if capable of performance, shall remain in full force and effect.
- 14.2 No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- 14.3 No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.
- 14.4 This Agreement shall not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.
- 14.5 Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.
- 14.6 All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to articles 5, 10 and 11 as set forth in the Agreement shall survive termination of this Agreement.
- 14.7 The Service Provider shall ensure that any and all communication activities, publications, advertising and press releases referring to services provided pursuant to this Agreement must clearly acknowledge the contributions made by the Province of Ontario and the Government of Canada and shall include an appropriate acknowledgement, in term satisfactory to the County, of the County's contribution.
- 14.8 The County reserves the right to alter or withdraw its funding commitment under this agreement in the event the Ministry of Education amends or rescinds the funding allocation to the program.

15. NON-ASSIGNMENT

- 15.1 The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the County of Huron, which approval may be withheld by the County of Huron in its sole discretion or given subject to such conditions as the County of Huron may impose.
- 15.2 For the purposes of this section, this Agreement shall be deemed to be assigned by the Service Provider: (a) upon the change in control of the Service Provider (as defined by the *Business Corporations Act*), if the Service Provider is a corporation; and (b) upon any reorganisation which results in a change in the effective control of the Service Provider, if the Service Provider is a partnership.

16. SCHEDULES

This Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or Agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

17. NO PARTNERSHIP

17.1 The County and Service Provider shall not be deemed to be carrying on a partnership or joint venture relating to the delivery of the services pursuant to this agreement and the parties hereto agree that the Service Provider is an entirely independent contractor providing such services for the County pursuant to the terms and conditions of this Agreement.

17.2 The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that neither the Service Provider nor its employees are employees of the Municipality for the purpose of, but not limited to, the *Income Tax Act*, *Canadian Pension Plan Act*, *Employment Insurance Act*, *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act* *Pay Equity Act*, *Health Insurance Act*, as amended from time to time and any legislation in substitution therefore.

IN WITNESS WHEREOF this agreement has been signed by an authorized County of Huron official on behalf of the County of Huron and the Service Provider by its proper signing officers.

Signed on the _____ day of _____, 2023.

Glen McNeil
Warden, on behalf of
County of Huron

Susan Cronin
Clerk,
County of Huron

I/We have the authority to bind the Corporation

Bernie MacLellan
Mayor
Municipality of Huron East

(Seal)

Jessica Rudy
Clerk
Municipality of Huron East

We have the authority to bind the Corporation

LICENSED CHILD CARE FEE SUBSIDY
SERVICE DESCRIPTION SCHEDULE "A"

SERVICE OBJECTIVE:

To provide affordable child care to eligible families in licensed child care facilities.

SERVICE DESCRIPTION:

The Service Provider will provide child care services to children on whose behalf a fee subsidy is paid at a licensed child care centre. All child care services will be provided in accordance with the *Child Care and Early Years Act* and the policies, guidelines, and requirements of the County of Huron.

DOCUMENTATION REQUIRED:

The Service Provider agrees to provide the following documentation prior to this Service Description Schedule being finalized and prior to December 31st of each year thereafter (unless otherwise stated), as long as this Service Description Schedule is in effect:

1. A list of rates charged by the Service Provider to parents.
2. The Articles of Incorporation, listing the Services Provider's current Directors, where the Service Provider is a corporation.

UNDERSTANDING:

The applicant's eligibility for fee subsidy will be determined by the County. All communication with the applicant regarding fee subsidy will be the responsibility of the County. The County will send a fee subsidy approval letter to the parent and a copy will go to the Service Provider outlining placement start date, daily parental fee and eligible hours of child care.

Any changes in the care approved thru fee subsidy will be determined by the County and communicated to the Service Provider. If the Service Provider is aware of changes in the child's care or schedule they will notify the County so that the County may determine whether a parent continues to qualify for fee subsidy within the meaning of the *Child Care and Early Years Act* and Regulations made thereunder.

The County will provide two weeks' notice (10 business days) regarding termination of child care fee subsidy.

The County will pay fee subsidy on behalf of a child who, on a regularly scheduled days, is sick, absent or on vacation, to a maximum of twenty-five (25) days per calendar year. If a child has started child care in-year, the twenty-five days will be prorated accordingly. If absences occur that are in excess of those permitted, the parent is responsible for paying the full cost of care. It is the responsibility of the parent to report any planned or unplanned absences and to abide by any notice periods that may be required. The Service Provider shall advise the County of excessive absenteeism.

The Service Provider further agrees to provide, upon reasonable notice, any other documentation as required by the County of Huron and/or Ministry of Education.

REIMBURSEMENT TO SERVICE PROVIDERS:

The County of Huron will pay to the Service Provider in respect of each child on whose behalf a subsidy is paid, the market rate less the parental contribution for each day/week the subsidized child is scheduled to attend the licensed child care program.

BILLINGS:

Child care fee subsidy is paid in arrears. The Service Provider will complete and submit the web-based attendance schedule (OCCMS) by the end of the month following the month in question. In particular, the Service Provider will verify and/or amend the attendance information for all children who have been approved for a fee subsidy. Subsidy will be paid by the County at the approved rate, for each child less the parental contribution on a monthly basis. It is the responsibility of each Service Provider to collect from the parent, the amount of the parental contribution stipulated in the fee subsidy approval letter.

REPORTING REQUIREMENTS:

Recipients must have their subsidy file reviewed at minimum once a year. This annual review practice involves a reapplication process by which a recipient must resubmit required documents in order to reassess ongoing eligibility. A subsidy file may also be reviewed at any time throughout the year in order to maintain up-to-date information and eligibility.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

GENERAL OPERATING GRANT SERVICE DESCRIPTION SCHEDULE “B”

SERVICE OBJECTIVES:

The General Operating Grant is to be used by Service Providers to support the costs of operating licensed child care programs in order to reduce wait times and fees for services, stabilize service levels, and where funds allow, to improve access to high quality affordable early learning and child care services for children and their families. It's anticipated that the following key considerations will be addressed:

- The existing child care system will be transformed (Early Learning Framework) and stabilized to continue the provision of quality, consistent programs and services;
- Parents will have access to a seamless child care system;
- Programs serving children with special needs, Indigenous children, Newcomer children and Francophone children will be supported;
- Child care fees will be stabilized; and
- The licensed child care system will continue to be staffed by qualified individuals who demonstrate best practices in the early learning and care field.

SERVICE DESCRIPTION:

General Operating Grant funding may be provided to non-profit, municipal and for-profit child care programs for ongoing costs including: staff wages and benefits, lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, maintenance, etc.

The standard will be applied in the following manner:

- Service Providers must demonstrate to the County of Huron that they are able to meet their minimum wage and mandatory benefits requirements without General Operating Grant funding in order to qualify for funding.
- Service Providers should use the General Operating Grant funding to support a stable ongoing operating and wage base rather than allocation as lump sums.
- Service Providers must promptly report any significant reduction in service levels and/or staffing that is not of a temporary nature to the County of Huron.
- Any identified surplus or unspent funds must be returned to the County of Huron or arrangements must be made for them to be deducted from future allocations.
- In the event of a service closure, surplus funds are to be refunded to the County of Huron.
- General Operating Grant funding for the coming year will be calculated using the licensed capacity in place as of September 1st of the current year as per the Centres' Ministry License.
- The County of Huron will provide child care operators with 1/12 of their annual entitlement each month. Adjustments will be made as necessary, subject to available funds.

ELIGIBILITY:

All applicants must meet the following applicable Provincial Guideline and local policies to be considered for funding:

- Be located in Huron County

- Demonstrate to the County of Huron that they are able to meet their minimum wage and mandatory benefits requirements without General Operating Grant funding in order to qualify for funding.
- Service Providers should use the General Operating Grant funding to support a stable ongoing operating and wage base rather than allocation as lump sums.
- Service Providers must promptly report any significant reduction in service levels and/or staffing that is not of a temporary nature to the County of Huron.
- Any identified surplus or unspent funds must be returned to the County of Huron or arrangements must be made for them to be deducted from future allocations.
- In the event of a service closure, surplus funds are to be refunded to the County of Huron.
- General Operating Grant funding for the coming year will be calculated using the licensed capacity in place as of September 1st of the current year as per the Centres' Ministry License.
- The County of Huron will provide child care operators with 1/12 of their annual entitlement each month. Adjustments will be made as necessary, subject to available funds.
- Demonstrate financial viability, program sustainability and be in good standing with the County
- Be a centre-based or home-based child care service provider that is non-profit, for-profit or directly operated by a municipality
- Be a licensed Child Care Service Provider by the Ministry of Education and subject to the requirements of all pertinent legislation including the Child Care and Early Years Act, 2014
- Agree to accept children who require a fee subsidy
- Agree to use of the OneHSN Childcare Application and Registry
- Agree to maintain reasonable child care rates as approved by Huron County Children's Services
- Enter into an Agreement with the County for the provision of funding and agree with the terms and conditions of the Agreement, which may be adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

CALCULATION OF FUNDING:

Funding is allocated equitably and in a transparent manner to meet program objectives and local needs. Funding calculations are adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

ALLOWABLE EXPENDITURES:

The Provincial Guideline sets out allowable expenses and are subject to change:

- Staff wages and benefits (can only be used to offset salary costs over and above the licensees' regulatory requirements for minimum wage and mandatory benefits)
- Lease, occupancy costs and utilities
- Administration
- Transportation for children, resources, supplies and nutrition
- Maintenance.

General operating funds applied to staff wages and benefits are to be distributed equitably to all staff and must be paid out as part of the regular payroll cycle throughout the year.

INADMISSIBLE EXPENDITURES:

The Provincial Guideline sets out inadmissible expenses and are subject to change:

- Bonuses (including retiring bonuses), gifts and honoraria

- Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans
- Property taxes
- Non-arm's length transactions not transacted at fair market value
- Fees paid on behalf of staff for membership in professional organization such as the College of Early Childhood Educators are inadmissible
- Any other expenditure not listed under the allowable expenses section.

OTHER CONSIDERATIONS:

If there is a decrease in the licensed capacity, months or hours of operation, the amount of General Operating Grant funding will decrease. If there is an increase in the licensed capacity, months or hours of operation, the amount of General Operating Grant may increase, subject to available funding.

Other factors that may impact the amount of the General Operating Grant include an increase or decrease in the licensed capacity within the local child care system, the County's available funding allocation, an increase or decrease in the demand for fee subsidy and/or other community priorities.

CONTRIBUTION TO AN OPERATING RESERVE:

General Operating Grant funding cannot be used specifically to establish a reserve or increase the level of a reserve. The General Operating Grant funding received from the County of Huron can be used to offset operating costs thereby freeing up funding from other sources that can be used to establish or increase an operator's operating reserve to the maximum allowable limit. The standard that the County is recommending is based on a formula that would allow sufficient cash flow to cover a Service Providers operating expenses for three months, which would equate to 25% of a Service Providers annual operating budget.

An operating reserve is defined as 'current assets' such as any cash, any short term or long term investments (e.g., portfolio investments, Canadian Money Market Funds, Corporate and/or Government Bonds, GICs., etc.), any accounts receivable, and any prepaid expenses, minus 'current liabilities' such as accounts payable, any accrued payroll (excluding management bonuses), any accrued vacation pay, and any unearned revenue.

As well, the General Operating Grant funding cannot be used for capital debt costs.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

- Huron County's Operator's Annual Reconciliation spreadsheet
- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

PROVINCIAL WAGE ENHANCEMENT GRANT
SERVICE DESCRIPTION SCHEDULE "C"

SERVICE OBJECTIVES:

- To close the wage gap between Registered Early Childhood Educators (RECE) working in publicly funded schools and RECEs, child care program staff and providers in licensed child care settings.
- To stabilize licensed Service Providers by helping them retain RECEs/child care staff.
- To support greater employment and income security.

SERVICE DESCRIPTION:

The Provincial Wage Enhancement Grant is to support a wage and associated benefit increase to RECEs and other program staff working in ratio in licensed child care programs, and Home Visitors working in licensed Private Home Child Care agencies.

APPLICATION:

Applications are completed annually and will be sent during the first quarter of the year to child care providers who have a service agreement with Huron County. may be submitted annually within prescribed timelines and approval is subject to the submission of a complete application, eligibility, established priorities and availability of funding.

FUNDING CONDITIONS:

Wage Enhancement/HCCCEG funding is an enveloped allocation separate from other funding allocations. Service Providers are required to use the funding only for the intended purpose (i.e. increasing wages of eligible child care staff). The following conditions apply:

1. Service Providers are required to notify their staff of the availability of wage enhancement funding and of the associated Guidelines.
2. Service Providers are required to distribute the wage enhancement funding on regular pay cheques. The funding is not to be issued on a quarterly installment basis.
3. Service Providers must clearly indicate on staff pay cheques the portion of funding that is being provided through the wage enhancement labeled as "Provincial child care wage enhancement".
5. Service Providers are not permitted to substitute dollars that they previously provided to staff with Ministry funding. In other words, wage enhancement funding must be provided in addition to pay equity payments, annual cost of living increases, or wage grid increases.
6. Any funding that is not expended by a Service Provider in accordance with the funding criteria will be recovered by the County of Huron.
7. If a Service Provider chooses to pay wage enhancement funding to its staff based on hours worked and mandatory benefits (as capped by the province) in the current year, rather than based on the previous year's entitlement calculation established by the Ministry, the County of Huron will not be liable for these costs.

8. If a Service Provider chooses to use other funding sources to supplement the wage enhancement funding received from the County of Huron they do so at their own discretion and the County of Huron assumes no responsibility for this.
9. The supplemental grant offered as part of this funding must be used to support staff hourly/daily wage or benefits. It provides Service Providers with the flexibility to cover salary shortfalls (due to increased hours in program or new staff) and additional benefits, (e.g. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered.

ALLOWABLE EXPENSES:

The Provincial Guideline sets out allowable expenses and are subject to change:

- Increase wages of eligible centre-based staff and home visitors by up to \$2 per hour plus 17.5 percent benefits based on their current wage rates for all hours worked in program;
- Increase daily rates of eligible licensed home child-care service providers of up to \$20 based on current hours of service provided.

INADMISSABLE EXPENSES:

The Provincial Guideline sets out inadmissible expenses and are subject to annual change:

- Support system expansion or reduce fees
- Increase wages and benefits of Special Needs Resource-funded resource teachers/consultants and Enhanced staff
- Increase wage and benefits of cooks, custodial and other non-program staff positions

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

Reconciliation of Funds (by February 28 of the following year) using the WEG reconciliation template provided by the County of Huron.

Should the County request, the Service Providers may be required to provide supporting documentation.

Should the Service Provider have unused Wage Enhancement Funding, an invoice will be issued by Huron County to recoup the unused amount.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

PAY EQUITY MEMORANDUM OF SETTLEMENT
SERVICE DESCRIPTION SCHEDULE "D"

SERVICE OBJECTIVES:

Pay Equity Memorandum of Settlement is intended to continue to support eligible organizations with the cost of implementing Proxy Pay Equity plans.

APPLICATION PROCESS:

Child care service providers eligible to receive funding through the Pay Equity Memorandum of Settlement are not required to apply for this funding. This is a historic payment that will continue each year if the Service Provider continues to meet the eligibility requirement and the province provides the funding.

ELIGIBILITY:

To be eligible, Service Providers are required to:

- Be incorporated and operate under a provincial or federal legislative act governing not-for-profit corporations
- Have a proxy order from the Pay Equity Commission
- Have posted pay equity plan(s) based on proxy comparisons
- Have current and/or outstanding proxy obligations
- Have a Service Agreement with Huron County Children's Services.

CALCULATION OF FUNDING:

Funding is allocated based on the historic Memorandum of Settlement payments. The County of Huron will continue to flow the pay equity funding to service providers. Service providers are required to continue to meet their pay equity obligations.

ALLOWABLE EXPENDITURES:

The Provincial Guideline sets out allowable expenses as:

- Staff wages and benefits
- Mandatory employer deductions resulting from increased salary costs related to the Proxy Pay Equity funding.

If a Service Provider downsizes during the funding year, Proxy Pay Equity funds distributed to previously employed positions may not be redistributed to remaining employed positions. Proxy Pay Equity funding distributed to previously employed positions will be declared surplus and identified in the Financial Statement at the end of the funding year.

If a Service Provider has been either sold or has amalgamated, the Service Provider needs to review their Pay Equity plans to decide whether they are still appropriate for the female job classes in their respective establishments. If there are changes that result in a plan no longer being appropriate for the female job classes covered by the plan, then the Service Provider, whether it is the seller (if they still exist) or purchaser, must develop a new pay equity plan.

SALE OF BUSSINESS:

The Pay Equity Act outlines what can occur when an employer sells a business. A "sale of business" includes any form of transfer or disposition, including a lease or a sale of all, part or parts of a business.

When a sale occurs, pay equity plans that are in effect may no longer be appropriate for either the seller or the purchaser due to changes in the composition of their workforces that make the

existing plan(s) incapable of valuing and comparing the female job classes in the new organization(s).

If the purchaser has been receiving Pay Equity Memorandum of Settlement funding, they will have a proxy order from the Pay Equity Commission. Once the purchaser takes over the operations, they will need to determine whether the proxy order is still appropriate and revise it as needed. It is the responsibility of the purchaser to check with the Pay Equity Commission to confirm whether the proxy order still stands.

Once the CMSM is satisfied that the purchaser continues to have a proxy order after it takes over the operations, then the CMSM will flow the Memorandum of Settlement funds provided by the ministry for the purchased business.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement. Service Providers will report on Pay Equity funding on the Operators quarterly reporting template provided by the County of Huron.

Reporting may include, but is not limited to:

- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

Wage Enhancement Funding may not be used to fund pay equity obligations that are not fully covered by Pay Equity Memorandum of Settlement funding or to cover any additional pay equity obligations.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Pay Equity Act, 1990

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

**PROGRAM ASSISTANT
SERVICE DESCRIPTION SCHEDULE “E”**

SERVICE OBJECTIVES:

Program Assistant funding is used to support the inclusion of children with special needs in licensed child care settings, including home child care, camps and authorized recreation programs at no additional cost to parents or guardians.

SERVICE DESCRIPTION:

Under the Ontario Regulation 135/15, a ‘child with special needs’, means a child whose cognitive, physical, social, emotional or communicative needs, or whose needs relating to overall child development, are of such a nature that additional supports are required for the child.

The *Child Care and Early Years Act* defines ‘child’ as a person who is younger than 13 years old. However, families of children with special needs who are in receipt of a service or received financial assistance before August 31, 2017 will be allowed to continue to receive assistance until that child turns 18, provided that they meet other eligibility criteria.

The primary purpose of the Program Assistant is to support the inclusion and aid in capacity and skill building of the Early Childhood Educator to meet the needs of all children within the early learning and care program. This includes but is not limited to:

- Collaborating with the Early Learning Resource Consultant, the Child Care Director and the other members of the Early Childhood Educator team in the design and provision of program activities that take into consideration the individual goals of children with special needs.
- In collaboration with the ECE Team, Program Assistants ensuring that the safety of all children within the licensed child care program is met.
- In collaboration with the ECE Team, Program Assistants provide learning activities, personal and physical care to all children as needed.
- Attending case conferences, as requested.

In accordance with the *Child Care and Early Years Act*, a Program Assistant is not considered as part of the teacher/child ratio. The licensed child care program will be responsible for employing the Program Assistant and as such the Program Assistant will be bound by the child care program’s individual policies, procedures and human resources protocols.

Service providers must ensure that Program Assistant services are provided in accordance with policies, procedures and reporting requirements established by the County of Huron and as amended from time to time.

APPLICATION PROCESS:

Applications will be provided by Huron County Children’s Services to all Service Providers with an active Service agreement. Program Assistant Application must be submitted on a quarterly basis in accordance with the following timelines:

Quarter 1	January to March	Due December 15 th
Quarter 2	April to June	Due March 15 th
Quarter 3	July to September	Due June 15 th
Quarter 4	October to December	Due September 15 th

REPORTING REQUIREMENTS:

A Program Assistant Invoice and a Program Assistant Staff Time Sheet Summary must be forwarded to the County of Huron on a monthly basis in order for reimbursement of the Program Assistant's wage and benefits to occur.

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

SPECIAL PURPOSE FUNDING
SERVICE DESCRIPTION SCHEDULE “F”

SERVICE OBJECTIVES:

Special Purpose funding is intended to strengthen the early years sector by building capacity and assisting with business transformation costs, play-based materials, repairs and maintenance, and other sector priorities to support the provision of high-quality child care programs for children ages 0 to 12.

APPLICATION PROCESS:

Child care service providers with a service agreement with the County of Huron that demonstrate financial viability, program sustainability and are in good standing with the County will automatically be issued Play based and Health and Safety Funding in the first quarter of the calendar year.

Child Care service providers who wish to access Transformation Funding and have a valid expense (as listed below) should submit a request in writing to Huron County Children’s Services outlining the type of expense and amount requested before the end of the second quarter. Funding will be allocated based on the priorities outlined in the Child Care and Early Years Plan.

PLAY-BASED MATERIAL AND EQUIPMENT:

Play-based material and equipment funding is intended to help child care providers create enriching environments both indoors and outdoors with open ended materials that promote children’s learning and development through exploration, play and inquiry consistent with the views, four foundations and pedagogical approaches of How Does Learning Happen?

ALLOWABLE EXPENDITURES:

Play-based material* and equipment funding may be used to purchase non-consumable quality supplies and equipment to support the ongoing regular operation of the child care program (e.g. kitchen supplies, IT etc.).

HEALTH & SAFETY REPAIRS AND MAINTENANCE FUNDING:

All licensed child care operators are eligible for repairs and maintenance funding. This funding is to assist child care operators in complying with licensing requirements under the *Child Care and Early Years Act, 2014* as well as health & safety practices, the upkeep of equipment, property repairs and maintenance.

ALLOWABLE EXPENDITURES:

Some common health and safety issues include the repairs and replacement of the following:

Food Preparation & Washrooms

Hand washing sink in the kitchen Fixtures, change tables
 Dishwasher or hot water booster Partitions
 Major appliances Flooring material

Major Systems & Play Area

Leaking roof Repair or replacement of:
 Building foundation Damaged walls/peeling paint
 Heating/cooling system Windows
 Ventilation system Damaged/worn outdoor safety surfacing
 Sump pump Fencing
 Emergency lighting/wiring upgrades Drinking water system
 Accessibility Damaged/worn flooring or ceiling
 Windows or doors
 Asbestos removal or encapsulation

Damaged/worn flooring material or ceiling
 Windows
 Damaged/worn outdoor safety surfacing
 Fencing
 Drinking water system
 Heating system
 Peeling paint that may contain lead
 Damaged walls

CODE COMPLIANCE:

- *Ontario Fire Code* orders/recommendations
- *Ontario Building Code* orders/recommendations
- *Health Protection and Promotion Act* orders/recommendations

Repairs and maintenance funding cannot be used for program expansion. Repairs and maintenance funding will be paid on an annual basis.

REPORTING REQUIREMENTS:

Recipients of Special Purpose funding are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting for all Special Purpose funding can include, but is not limited to:

- Reconciliation of Funds (by December 1 of the funding year); Reporting on the quarterly financial reconciliation statement, to be added when funds are used.
- All receipts should be retained for a minimum of one year following the end of the funding year.

TRANSFORMATION FUNDING:

Transformation funding is intended to cover one-time costs including licensed child care centres and home child care agencies that are involved in business transformation activities and/or require business transformation supports. Transformation funding is also intended to cover viability and facilitate child-care transformation that is aligned with Schools-First Child Care Capital Retrofit projects wherever possible.

ELIGIBILITY:

Business transformation activities are defined as, but not limited to:

- the amalgamation of two or more centres in a school or community setting
- the relocation of a child care centre to a school or within the community
- the retrofitting of an existing child care centre to serve younger age groups.

ALLOWABLE EXPENDITURES:

Business transformation supports include the following one-time expenses:

Legal costs (available only to licensees that are amalgamating)
 Lease termination costs (available only to licensees that are amalgamating and/or relocating)
 Moving costs (available only to licensees that are amalgamating and/or relocating)
 Business planning costs
 IT upgrades to facilitate internet connectivity for business purposes
 Play-based material and equipment
 Operating funding to support the viability of licensees that are transforming their business model and/or

Funding to home child care agencies for home visitors to help support recruitment of home child care providers in under-served areas.

AUTHORITY AND STANDARDS

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the “Provincial Guideline”)

Children’s Services Early Years and Child Care Service Plan 2019-2024

EarlyON CHILD AND FAMILY CENTRE SERVICE DESCRIPTION SCHEDULE “G”

SERVICE OBJECTIVES:

EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting – together. Child and Family Centres must be designed and delivered to achieve the following key provincial goals and objectives:

- Parents and caregivers have access to high quality services that support them in their role as their children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development.
- Children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being.
- Parents and caregivers have opportunities to strengthen their relationships with their children.
- Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition.
- Indigenous children and families have access to culturally responsive programming.
- Parents and caregivers are provided with timely, relevant and up to date information about community and specialized services.
- Local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

SERVICE DESCRIPTION:

The following high quality core services must be available at no cost to participants:

1. Engaging parents and caregivers
 - Inviting conversations and information sharing about child development, parenting, nutrition, play and inquiry-based learning and other topics that support their role;
 - Offering responsive pre- and post-natal support programs to enhance parent and caregiver well-being, enrich adult-child interactions and to support them in their roles;
 - Providing targeted outreach opportunities designed for parents and caregivers who could benefit from Child and Family Centre programs and services but are not currently accessing services for a variety of reasons
2. Supporting early learning and development
 - Drop-in programs and other programs and services that build responsive adult-child relationships and encourage children’s exploration, play and inquiry, supported by *How Does Learning Happen? Ontario’s Pedagogy for the Early Years*
3. Making connections for families
 - Responding to a parent/caregiver concern about their child’s development through conversations and observations which can be supported by validated tools and resources (e.g., developmental surveillance, Nipissing District Developmental Screen)

- Sharing information and facilitating connections with specialized community services, coordinated service planning, public health, education, child care and child welfare, as appropriate.
- Ensuring Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for simple transitions for families who may benefit from access to specialized or other services
- Providing information about programs and services available for the whole family beyond the early years

The principles of child and family centred, welcoming, high quality, inclusive, integrated and community led should be evident in Child and Family Centre programs and services.

Programs must reflect the view of children, parents, caregivers and educators as competent, capable, curious and rich in potential and experience. Guided by *How Does Learning Happen? Ontario's Pedagogy for the Early Years*, Child and Family Centres are expected to provide an environment that engages parents and caregivers as co-learners and leaders in influencing positive child, family and community outcomes.

SERVICE LOCATION:

The Service Provider will provide EarlyON Child and Family Centre core services in their assigned geographical area.

REQUIREMENTS:

The Service Provider is expected to comply with the following requirements:

- EarlyON staff must be qualified Registered Early Childhood Educators unless an exemption has been approved by the County of Huron;
- EarlyON staff will provide core services ensuring the overarching philosophy of *How Does Learning Happen? Ontario's Pedagogy for the Early Years* is embedded in programming;
- Participation in professional learning opportunities to keep informed of the latest research on adult education, child development, play and inquiry-based pedagogy, and other relevant topics;
- Attendance and participation at monthly EarlyON Child and Family Centre meetings;
- Regular contributions to the broader EarlyON Child and Family Centre system including but not limited to marketing, programming, program development and research and evaluation; and
- The provision of opportunities for community engagement and participation in EarlyON programs and services.

The EarlyON Child and Family Centre must be operated in accordance with the County of Huron's *EarlyON Child and Family Centre Operational Resource Manual*, policies, protocols and guidelines as amended from time to time.

FUNDING APPROACH:

Funding will be based on staff compliment with an additional percentage to cover allowable

programming expenses, as defined by the County of Huron. An allocation of 10% will also be provided to fund the administrative costs associated with the delivery of EarlyON Child and Family Centre programs and services.

The approved budget will be negotiated on an annual basis before the start of each calendar year. If the budget is not re-negotiated by that time, payments will continue in accordance with the approved budget for the immediately preceding calendar year until such time as the budget is re-negotiated or the Agreement and Schedule are terminated.

REPORTING REQUIREMENTS:

Service Providers must report service level data to the County of Huron on a monthly basis.

Authority and Standards:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

EARLY LEARNING AND CHILD CARE FUNDING SERVICE DESCRIPTION SCHEDULE “H”

PURPOSE:

Early Learning and Child Care (ELCC) funding is intended to support the creation of new spaces and increase access for children aged 0-12 years old to licensed child care (centre-based and home child care).

APPLICATION PROCESS:

Child care service providers planning to expand their services may apply for funding in January of the calendar year that expanded spaces are planned to open. Applications are submitted to the Children's Services Manager and will be considered on a case-by-case basis. All submissions should include a business plan which outlines the viability of need in the community intended, the number of increased child care spaces the project would create, and a financial plan which requests a specific amount requested of the County. Approval is subject to the submission of an application, eligibility, availability of funding and alignment with the Early Years and Child Care Service Plan.

ELIGIBILITY:

All applicants must meet the following applicable Provincial Guidelines and local practice to be considered for funding:

- Be located in Huron County
- Demonstrate financial viability, program sustainability and be in good standing with the County
- Be a centre-based or home-based non-profit Child Care Service Provider or directly operated by a municipality
- Be a licensed Child Care Service Provider by the Ministry of Education and subject to the requirements of all pertinent legislation including the *Child Care and Early Years Act, 2014*
- Demonstrate the ability to meet minimum wage and mandatory benefits requirements without operating funding (including GOG and WE)
- Agree to accept children who require a fee subsidy
- Agree to use of the OneHSN Childcare Application and Waitlist Registry
- Agree to maintain reasonable child care rates as approved by Children's Services
- Enter into an Agreement with the County for the provision of funding and agree with the terms and conditions of the Agreement, which may be adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

CALCULATION OF FUNDING:

Funding is allocated equitably and in a transparent manner to meet program objectives and local needs. Funding calculations are based on the number of new spaces being created and adapted based on the Provincial Guideline and local priorities including those outlined in the Children's Services Early Years and Child Care Service Plan.

ALLOWABLE EXPEDITURES:

ELCC funding is intended to support new spaces and increased access for children aged 0-12 years old to licensed child care (centre-based and home child care). ELCC funding can be used to support the following expenditures:

- Fee Subsidy
- General operating
- Special Needs Resourcing
- Special Purpose
- Transformation
- Play-based material and equipment
- Community-based capital projects (for children aged 0-6 only)

ELCC funded capital projects are required to be created, retrofitted, renovated, and/or expanded to accommodate a maximum group size for each age grouping for children 0 to 6 years old.

REPORTING REQUIREMENTS:

Recipients are required to demonstrate maintained eligibility and use of funding by reporting annually in accordance with the terms and conditions set out in the Agreement.

Reporting can include, but is not limited to:

- Reconciliation of Funds issued.
- Audited Financial Statements or a Review Engagement (by July 31 of the following year) that verifies funding was used for its intended purpose

AUTHORITY AND STANDARDS:

Child Care and Early Years Act, 2014

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

Children's Services Early Years and Child Care Service Plan 2019-2024

**CANADA WIDE EARLY LEARNING AND CHILD CARE (CWELCC)
SERVICE DESCRIPTION SCHEDULE “I”**

This addendum applies to the Canada-Wide Early Learning and Child Care System for early years and child care funding (CWELCC) System provided for in an Agreement entered into by the Province of Ontario and the Government of Canada;

This addendum applies to those Service Providers who opt to participate in the CWELCC System. The provisions of this addendum are in addition to the provisions of the Child Care and Early Years Program and Services Agreement. In any case where there is a contradiction between the provisions of the Service Agreement and this Addendum, the provisions of this Addendum shall prevail.

In this addendum, the following terms shall have the following meanings:

CMSM/DSSAB – means Consolidated Municipal Service Manager/District Social Services Administration Board designated as a Service System Manager as defined by the Child Care Early Years Act, 2014 (CCEYA);

CWELCC System – means the Canada-Wide Early Learning and Child Care System for early years and child care funding provided for in an Agreement entered into by the Province of Ontario and the Government of Canada.

“Licensee” – means a home child care agency or a child care centre-based operation as defined by the CCEYA.

FUNDING CONSIDERATIONS:

Funding will be provided based on the following terms and conditions:

1. Funding amounts to a Licensee will be determined at the discretion of the CMSM/DSSAB based on actual cost.
2. Licensees are required to use CWELCC System Funds to support CWELCC System objectives in accordance with the Purchase of Service Agreement, applicable legislation, regulations, and applicable guidelines requirements provided to Licensees.
3. Licensees are required to return CWELCC System Funds to the CMSM/DSSAB where funds are not used in accordance with the requirements established by the CMSM/DSSAB that applied to the Licensees.
4. Licensees are required to provide sufficient and detailed financial or other information related to their childcare operations as are required by the CMSM/DSSAB for review.
5. Information submitted by the Licensee for eligibility and reasonability of expenditures will be subject to review as part of the CMSMs/DSSABs funding and reconciliation process. CMSMs/DSSABs may consider including terms and conditions in their Purchase Of Service Agreements that provide for the following rights:
 - a. Discretion to determine eligibility and reasonability of a Licensee’s revenues, costs and expenses based on CELCC System funding requirements provided to Licensee and to adjust funding provided based on review.
 - b. The right to review and confirm that the Licensee did not charge fees for eligible children higher than the fees at which it was capped after March 27, 2022 (unless the fees were

communicated to parents prior to March 27, 2022.

- c. Denying funding for expenses, or to only pay what is deemed to be fair market value as determined by CMSMs/DSSABs.
- d. Denying funding for expenditures arising from transactions not conducted at arm's length.
- e. Denying funding for expenditures based on applicable guidelines and parameters provided by CMSMs/DSSABs to Licensees.
- f. Determining the amount of funding that can be spent by Licensees on administration expenses.
- g. Denying funding for administration expenditures above what has been determined by CMSMs/DSSABs for each Licensee.
- h. Requiring Licensees to seek approval if additional administration funding is required by the Licensee above what is allowed.
- i. The right to determine if a Licensee's operation in childcare for eligible children is sustainable and financially viable. CMSMs/DSSABs have the discretion to define sustainable and financial viability.
- j. The right to verify that increases to base and non-base fees for the care of eligible children were permitted in accordance with O. Reg. 137/15, e.g. a fee increase must be communicated to families/parents prior to March 27, 2022.
- k. The right to verify that Licensees are maintaining the spaces for eligible children for which they are receiving funding to reduce base fees (e.g. a licensed infant space must remain an infant space) along with the right to recover funding from the Licensees as determined by the CMSM/DSSAB.
- l. The requirement for Licensees to report to the CMSM/DSSAB any revisions to capacity or use of alternate capacity for childcare spaces currently licensed for ages 0 to 5.
- m. Requirement that Licensees do not close for more than two (2) consecutive weeks and do not close for more than four (4) weeks within a calendar year while the Licensee is receiving full funding from CWELCC System.
- n. Requirement that full base fees cannot be charged by the Licensee for any closure beyond these timelines. CMSMs/DSSABs may further limit the allowable period of closure (e.g. closures may not exceed ten 10 consecutive days.)

FEE REDUCTION

- a. Licensees' base fees must be determined in accordance with the requirements set out in O.Reg. 137/15 under the CCEYA.
- b. Licensees must reduce base fees for eligible children only. The term "eligible children" is defined in O.Reg. 137/15.
- c. Licensees are required to provide a refund to parents where a base fee higher than the reduced base fee is charged for an eligible child retroactive to the Licensee's CWELCC System enrolment date and for any period after the CWELCC System enrolment date where excess base fees have been prepaid for. CMSMs/DSSABs can refer to the guideline addendum for further details.
- d. Licensed home childcare agencies participating in the CWELCC System, must ensure that home childcare providers charge parents of eligible children a base fee determined in

accordance with O.Reg. 137/15 which applies to children who are agency placed and those children that are privately placed in the provider's care.

- e. Twenty (20) calendar days after a Licensee is notified by the CMSM/DSSAB of their enrolment date, the Licensee cannot charge a base fee that is higher than the applicable base fee for an eligible child.
- f. Twenty (20) days after a Licensee is notified by the CMSM/DSSAB of their enrolment date, the Licensee is required to provide refunds to any parents for any fees paid that were higher than the reduced base fees paid, for any higher base fees that were prepaid for a period after the enrolment date and any refunds related to reductions in parental contributions families in receipt of fee subsidy for the applicable period.
Rebates can be provided in the form of credits for future child care provided the child continues to receive childcare and can make use of a credit. If a child withdraws and has not used their entire credit, the licensee will have twenty calendar days to issue a refund of the remaining balance.
- g. CMSMs/DSSABs have the right to determine an initial base fee, in the case where the capped fee does not include all of the components required to be included in a base fee under O.Reg. 137/15, or to exclude components that should not be part of a base fee at the discretion of the CMSM/DSSAB.
- h. Licensees must ensure that components that should be captured by the definition of non-base fees under O.Reg. 137/15 should not be included as a component of base fees.
- i. Licensees are required to maintain the reduced base fees until they are either required to reduce them again or if they are no longer participating in the CWELCC System.
- j. In the case where a Licensee transfers shares of the corporation, the Licensee continues to be bound by the requirements in O.Reg. 137/15 relating to base fees and non-base fees. In the case a Licensee sells all of its assets and ceases to be licensed the purchasing corporation must apply for a license under the CCEYA and may submit an application to enroll in the CWELCC System, in which case the base fee and non-base fee rules in O.Reg. 137/15 apply to the applicant (CMSMs/DSSABs).
- k. CMSMs/DSSABs have the right to verify the timeliness and accuracy of refunds and fee reductions made by Licensees.

WORKFORCE COMPENSATION

- a. Licensees are required to bring the wages of all eligible RECE staff up to the wage floor plus benefits as identified in the Ministry's Guideline Addendum.
- b. Licensees are required to increase the hourly wage plus benefits of all eligible RECE staff annually as described in the Ministry's Guideline Addendum.
- c. Workforce compensation funding is provided to eligible RECE staff employed by a Licensee that is participating in the CWELCC System regardless of the age of the children they are supporting.
- d. Licensees subject to the Protecting a Sustainable Public Sector for Future Generations Act, 2009 (PSPSFGA) are required to meet any applicable obligations under the PSPSFGA.
- e. Licensees that are subject to the terms of a collective agreement should seek independent legal advice on implementing the wage floor and annual wage increase.

- f. Licensees will be required to apply for the Wage Enhancement Grant to be eligible to receive workforce compensation funding.
- g. Licensees participating in the CWELCC System prior to December 31, 2022, must issue retroactive payments to eligible RECE staff for any period after the Licensee is notified by the CMSM/DSSAB that they are enrolled in the CWELCC System during which Licensees paid eligible RECE staff wages lower than the wage floor.
- h. Licensees participating in the CWELCC System after December 31, 2022 will not receive funding to issue retroactive payments to eligible RECE staff for wage compensation funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.
- i. Licensees will be permitted to continue to pay eligible RECE staff below the wage floor for thirty-one calendar days after the CMSM/DSSAB notifies them that they are enrolled in the CWELCC System. After thirty-one days the Licensee will be required to pay eligible RECE staff at least the wage floor. Licensees would then be given one additional month (for a total of sixty days from the day they were notified by the CMSM/DSSAB) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor, retroactive to the date their enrolment in the CWELCC System was confirmed by the CMSM/DSSAB.
- j. Licensees are not permitted to use workforce funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in the Guideline Addendum without approval from the Ministry.
- k. Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.
- l. Licensees must include workforce compensation payments in each paycheque or payment made to eligible RECE staff.
- m. Upon receiving confirmation of enrolment in the CWELCC System from their CMSM/DSSAB, and as new eligible RECE staff are hired, Licensees are required to share in writing information about the wage floor and annual wage increase with eligible RECE staff.
- n. Licensees must report on data for meeting wage floor and annual wage increase requirements as determined by the CMSM/DSSAB and the reporting parameters set out in the Ministry's Addendum to the Funding Guideline.
- o. Licensees must provide eligible non-RECE staff that were earning less than \$15 per hour (not including wage enhancement) on March 31, 2021, or were hired after March 31, 2021 and before January 31, 2022 and had wages below \$15 per hour (not including wage enhancement) minimum wage offset funding.
- p. Licensees must report on data for meeting minimum wage offset requirements as determined by the CMSM/DSSAB and the reporting parameters set out in the Ministry's Addendum for the Funding Guideline.

MAXIMUM PROFIT

- a. CMSMs/DSSABs will have the discretion to determine a maximum profit level that would govern the Licensee's provision of childcare to eligible children each calendar year.
- b. This maximum profit level determined by the CMSM/DSSAB will be included by the

CMSM/DSSAB in the terms and conditions of their purchase of service agreements with for-profit Licensees each year.

- c. In the case where the Licensee's annual net profit relating to the provision of childcare for eligible children exceeds the maximum profit amount set by the CMSM/DSSAB, the Licensee will be required to return any excess funds above this maximum amount to the CMSM/DSSAB.
- d. CMSMs/DSSABs have the discretion to determine the portion of the Licensee's net-profit that may be attributed to the provision of childcare for eligible children as compared to net-profit attributed to the provision of childcare for children who are not eligible children.

FINANCIAL REPORTING

- a. Financial reports are prepared and submitted by the Licensee in accordance with the CMSM/DSSAB's reporting requirements and timelines.
- b. Licensees are required to provide all financial and other information based on CMSM/DSSAB requirements, including audited financial statements.
- c. The Licensee will work with CMSM/DSSAB to reconcile all CWELCC System funding annually according to the reporting and reconciliation documentation provided by the Ministry.
- d. CMSM/DSSAB have the right to follow up with the Licensee CWELCC System expenditures reported to determine reasonability of variances and/or eligibility of expenditure.
- e. The CMSM/DSSAB will take reasonable and progressive corrective actions on the Licensee who does not comply with reporting requirements.
- f. Adjustments and recoveries of funding provided will be determined at the discretion of the CMSM/DSSAB based on the CMSM/DSSAB's reconciliation process.

RECORDS AND AUDIT

The Licensee:

- a. Must maintain complete financial and service records of accounts of expenditures related to the CWELCC System, for each site where CWELCC System funding is being provided for at least seven (7) years.
- b. Cannot dispose of any records related to the services provided under the CWELCC System without prior consent from the CMSM/DSSAB, even when the Licensee is no longer operating.
- c. Must permit the CMSM/DSSAB to audit financial and service records related to the CWELCC System at any reasonable time.
- d. Must ensure its staff are available for consultation by the CMSM/DSSAB as required.

WITHHOLDING AND RECOVERY OF PAYMENTS AND RIGHT TO SET OFF

The CMSM/DSSAB will reserve the right to withhold, or recover funding based on the following:

- a. Funding spent on ineligible expenditures.

- b. Funding spent on expenditures unrelated to the objectives of CWELCC.
- c. Expenditures not at fair market value.
- d. Licensee not meeting deadlines relating to request for information, documentation and reporting.
- e. Licensee not meeting the requirements under the CWELCC System applicable guidelines or any other specific deadlines noted by the CMSM/DSSAB.
- f. CWELCC System funds not used in accordance with the requirements and any applicable guidelines provided by CMSMs/DSSABs to Licensees.
- g. Licensees who have not completed their annual Licensed Child Care Operations Survey as per O.Reg.137/15(77).

AUTHORITY AND STANDARDS:

Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (the "Provincial Guideline")

The Corporation
of The
Municipality of Huron East
By-law No. 012 for 2023

Being a By-law to Establish an Oversight Committee for the
Huron County Community Safety and Well Being Plan, and to
Appoint Members to that Committee

Whereas the Huron County Community Safety and Well Being Plan Working Group wishes to establish an Oversight Committee in order to move forward with the implementation of the Community Safety and Well Being Plan;

And Whereas Council has reviewed the Terms of Reference for the proposed Oversight Committee, a copy of which is attached as Schedule ‘A’;

And Whereas Council has received and reviewed the proposed appointments to the Oversight Committee, a listing of which is attached as Schedule ‘B’;

And Whereas the Corporation of the Municipality of Huron East deems it advisable at this time, to approve the establishment of an Oversight Committee and the appointments thereto, to serve a term to November 1, 2026;

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

1. That the Council of the Municipality of Huron East hereby confirms the establishment of an Oversight committee for the Huron County Community Safety, and that the business of the Committee be conducted in accordance with the Terms of Reference as set out in Schedule ‘A’ attached hereto.
2. That the Council of the Municipality of Huron East hereby confirms the appointment of members set out in Schedule ‘B’ attached hereto, to the Oversight Committee to serve a term to November 1, 2026.
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 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

**Huron County
Community Safety
and Well-Being Plan
Oversight Committee**

Terms of Reference

December 2022

TABLE OF CONTENTS

1. Definitions	1
2. Background:	2
3. Priority Areas For Action:	2
4. Moving Forward Together 2021 – 2025	2
5. Framework:	3
5.1 Working Group	4
5.2 Oversight Committee	4
5.3 Municipal Task Force or Coordinator	5
6. Membership of the Oversight Committee:	5
7. Responsibilities of Oversight Committee Members:	5
8. Responsibilities of the Working Group:	6
9. Municipal Responsibilities	6
10. Responsibilities of the Chair for each of the Working Group and Oversight Committee:	7
11. Responsibilities of the Secretary for each of the Working Group and Oversight Committee:	7
12. Quorum and Decision-making – Oversight Committee & Working Group	7
12.1 Quorum:	7
12.2 Decision-making Process:	8
12.3 Frequency of Meetings:	8
12.4 Agenda, Minutes, and Decision Papers:	8

1. DEFINITIONS

“Oversight Committee” – should be reflective of the community and include multi-sectoral representation. Individual members will ideally have the authority to make decisions on behalf of their respective agencies/organizations regarding resources and priorities. The Oversight Committee shall consist of, at the minimum:

- an appointee of each lower-tier municipality
- a person who represents the education sector
- a person who represents the health/mental health sector
- a person who represents the community/social services sector
- a person who represents the children/youth services sector
- a person who represents an entity that provides custodial services to children/youth
- a person who represents the police service board or a Detachment Commander

“Working Group” – shall consist of one administrative Member of each of the participating lower-tier municipalities. The Working Group shall provide strategic advice and guidance to their respective municipalities for operationalizing, amending and reporting on the CSWP within their own municipality.

“Municipal Coordinator or Task Force” – each lower-tier Municipality may wish to form their own task force or appoint a coordinator to:

- implement or augment the CSWB Plan within their municipality
- monitor the CSWB Plan within their municipality
- measure and report to the Working Group at least annually with regard to the progress and achievements of the CSWB Plan within their municipality
- assist the municipal appointee to the Oversight Committee with any joint initiatives, or community outreach
- update corporate social media posts regarding CSWBP initiatives
- provide administrative services to the appointee to the Oversight Committee

“Sub-Committees” –the Oversight Committee may wish to divide into various groups:

- education
- seniors/adults with disabilities
- poverty/housing
- crime
- medical
- children/youth
- mental health

2. BACKGROUND:

On January 1, 2019, the Government of Ontario mandated municipalities to prepare and adopt a Community Safety and Well-Being Plan (CSWB Plan) by December 31, 2020, which was extended to July 1, 2021. Municipalities were required to work in partnership with 6 sectors: police services, health/mental health, education, community/social services and children/youth services to develop the CSWB Plan. The CSWB Plan is based on a collective impact approach that strives to bring people together to work towards a common agenda, based on equity. The Plan establishes a roadmap for how partners can collaborate across different sectors to make Ontario communities safer, more inclusive, and more resilient.

3. PRIORITY AREAS FOR ACTION:

Through focus group discussions, survey and consultation findings, the Advisory Group established four priority areas for action in Huron County:

- A. Mental health and addictions;
- B. Housing and homelessness;
- C. Domestic and family violence; and
- D. Community safety and security.

4. MOVING FORWARD TOGETHER 2021 – 2025

As set out in the CSWB Plan, following creation of the Plan, an Oversight Committee may be established with a representative from each municipality, police, health care, social services, and other key stakeholders to share information and ideas and identify ways in which to collaborate. This Committee will build an alliance among people and organizations from multiple sectors for a common purpose and provide opportunities for partners to share their opinions and experiences, and influence the direction of prevention, intervention, and capacity building activities.¹

Currently, there are a number of action tables within Huron County that may be utilized in order to operationalize goals and strategies to achieve stated outcomes for identified and emergency Priority Areas. Several of the Oversight Committee members have been chosen strategically as they are also members of those Action Tables and will be requested to provide regular updates to the remainder of the Oversight Committee as progress is made on implementation of key activities. The remaining Oversight Committee members have been appointed by each lower-tier

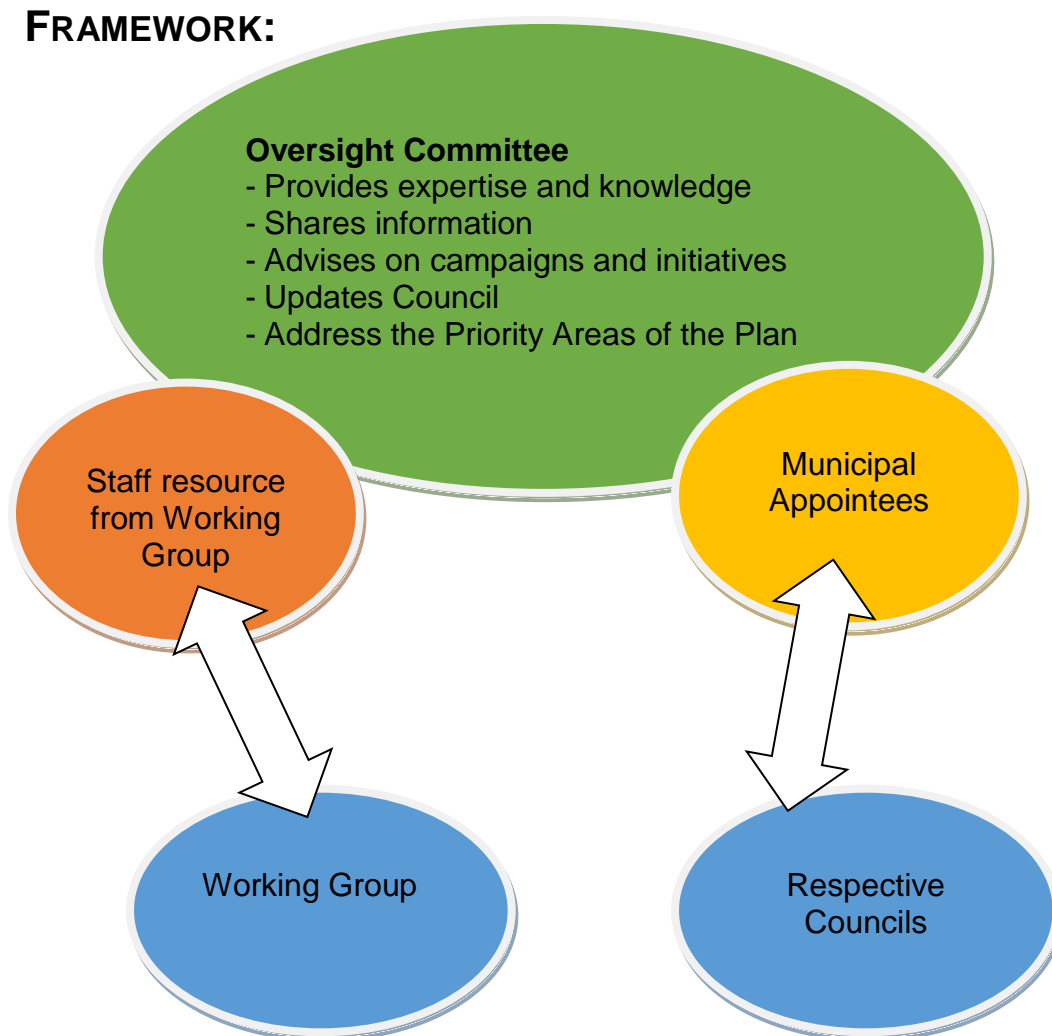
¹ CSWB Plan

municipality to represent the municipality's interests in implementation of the Plan as well as to provide regular updates to their respective Councils. Implementation should be based on building on existing collaborations, initiatives, and system plans.

Due to differing priorities, needs, goals and abilities, municipalities may wish to proceed with augmenting existing initiatives or implementing new strategies, at their respective municipal levels, pursuant to their own terms. Nonetheless, municipalities are encouraged to collaborate and share ideas, campaigns, and other information while working towards their own goals.

It should be noted that although the work to create the Plan was undertaken by all 9 lower-tier municipalities as a whole, pursuant to the legislation each Municipality is responsible for maintaining, updating and reporting on their Plan, at a minimum, every 4 years. The process of reporting on the Plan shall be discussed by the Oversight Committee, with recommendations to Council.

5. FRAMEWORK:



5.1 Working Group

Originally consisting of administrative designates of all participating lower-tier municipalities in Huron County together with members of the Police Services Board, the Working Group guided and directed key tasks required to complete the generic County wide CSWB Plan.

The Working Group will consist now only of administrative designates of the lower-tier municipalities. The Working Group shall appoint an individual to serve as staff resource to the Oversight Committee for the purposes of minute taking. The Working Group shall meet bi-annually and shall discuss, amongst other things, minutes of the Oversight Committee, what individual municipalities are undertaking (if anything), any opportunities for collaboration, changes in legislature, and reporting requirements. It should be noted that lower-tier municipalities will not be required or expected to work collectively with respect to any or all initiatives or recommendations brought forward by the Oversight Committee or other members of the Working Group.

5.2 Oversight Committee

The Oversight Committee shall consist of an appointee from each lower-tier municipality (i.e., Municipal Staff member or Council member), persons each representing a segment of the community (housing, social services, health, education, youth, etc.), and a staff resource from the Working Group for purposes of minute taking.

The main role of the Oversight Committee is to bring various sectors' perspectives together to provide strategic advice, information, data, goals, and direction to the municipalities through their appointees, regarding the implementation of the Plan, and to provide information and updates regarding initiatives and processes that align with or address key themes identified within the Plan.

Multi-sectoral collaboration is a key factor to successful CSWB planning, as it ensures an integrated approach to identifying and addressing priorities. An ideal Oversight Committee member should have enough knowledge about their respective sector to identify where potential gaps or duplication in services exist and where linkages could occur with other sectors. The Oversight Committee members should have knowledge and understanding of the other agencies and organizations within their sector, and be able to leverage their expertise if required. They are the subject matter "experts" or "champions".

While it would be difficult to have each hospital, school, youth group, etc. personally represented on the Oversight Committee, the Working Group has requested that each sector nominate or appoint a volunteer from each sector to sit on the Oversight Committee. See Membership of the Oversight Committee below.

5.3 Municipal Task Force or Coordinator

Each lower-tier municipality shall be free to form their own community centric Municipal Task Force or appoint a Municipal Coordinator to assist in implementing or augmenting the CSWB plan based on their own municipality's needs and goals.

Each of the Working Group, Oversight Committee and Municipal Task Force or Municipal Coordinator will comply with MFIPPA and PIPEDA.

6. MEMBERSHIP OF THE OVERSIGHT COMMITTEE:

Member agencies/organizations and community members recruited to the Oversight Committee by the Working Group should be reflective of the diverse make-up of the community and may have:

- Knowledge/information about the risks and vulnerable populations in the community;
- Lived experience with risk factors or part of a vulnerable group in the community;
- Understanding of protective factors needed to address those risks;
- Experience developing effective partnerships in the community;
- Experience with ensuring equity, inclusion and accessibility in their initiatives; and

The Oversight Committee should, at a minimum, consist of the following representation:

- A representative of the municipality or First Nations community;
- A person who represents the education sector;
- A person who represents the health/mental health sector;
- A person who represents the community/social services sector;
- A person who represents the children/youth services sector;
- A person who represents an entity that provides custodial services to children/youth;
- A person who represents the police service board or a Detachment Commander.

As this is the minimum requirement, the Working Group has the discretion to include additional representatives from key agencies/organizations on the Oversight Committee and/or their specific Municipal Task Force if desired.

The term of appointment is fixed to follow the term of Council (November 14, 2026). The Chair will be selected from the members of the Oversight Committee.

7. RESPONSIBILITIES OF OVERSIGHT COMMITTEE MEMBERS:

- Understands the goals, objectives and desired outcomes of the CSWB Plan.

- Understands and represents the interests of their respective departments, organizations or reference groups.
- Acts on opportunities to communicate positively about the CSWB Plan.
- Actively participates in meetings through attendance and discussion.
- Supports open discussion and debate and encourages fellow Committee members to voice their insights.
- Identifies the key issues impacting the community in general, and in particular to the area municipalities and specific areas within them (priority areas for collective action).
- Reviews Risk-Driven Tracking Databases and other databases/resources.
- Strategically identifies and prioritizes community safety and well-being issues for a potential response which may include establishing Action Tables.
- Provides oversight and guidance to fellow municipal appointees of the Oversight Committee through organizational and systems expertise, resources and other support as required.
- Identifies and provides recommendations regarding operating procedures to provide for a more integrated and aligned collaboration process across agencies and the County.
- Assists in developing a set of measurable outcomes against which success and progress will be measured.
- Municipal appointee members of the Oversight Committee shall report to their respective Councils and the public on the progress and achievements of the Oversight Committee.

8. RESPONSIBILITIES OF THE WORKING GROUP:

- Recruiting the appropriate agencies/organizations and individuals to become members of the Oversight Committee. This should include multi-sectoral representation and people with knowledge and experience in responding to the needs of community members;
- Appointing a staff resource from the Working Group to the Oversight Committee for the purposes of minute taking;
- Planning and coordinating Working Group meetings;
- Finding replacements for members who discontinue participation in the Oversight Committee; and
- Performing related administrative tasks such as report preparation, social media schedules, and other tasks as agreed upon by the Working Group members.

9. MUNICIPAL RESPONSIBILITIES

Each lower-tier municipality shall be responsible for implementing, reporting on, and updating the Plan with respect to their own municipality. Other tasks may include:

- Ensuring the plan is publicly available within their municipality
- Augmenting Plan initiatives through community centric actions
- Receiving and responding to requests for information about the Plan

- Updating and providing status information about initiatives to their respective municipal council
- Reporting to their respective Council and public on progress and achievements
- Reporting to the Working Group as necessary as to results of community led initiatives
- Appointing an administrative representative to participate in the Working Group
- Appointing a representative (Municipal staff member, Council member) of the municipality to the Oversight Committee

10. RESPONSIBILITIES OF THE CHAIR FOR EACH OF THE WORKING GROUP AND OVERSIGHT COMMITTEE:

- Sets and prepares the agenda for each meeting.
- Clarifies and summarizes what is happening throughout each meeting.
- Keeps the meeting moving by putting time limits on agenda items and tries to keep all meetings to a maximum of two hours.
- Encourages broad participation from members in discussion by calling on different people.
- Ends each meeting with a summary of decisions and assignments.
- Follows up with consistently absent members to determine if they wish to discontinue membership.

Should the Chair be unable to attend a meeting, he/she will contact one of the other members to serve as Chair.

11. RESPONSIBILITIES OF THE SECRETARY FOR EACH OF THE WORKING GROUP AND OVERSIGHT COMMITTEE:

- Assists in preparation of the agenda for each meeting.
- Records what is happening throughout each meeting.
- Prepares formal Minutes for each meeting and circulates them to all members
- Files and keeps track of all documentation, reports, and other pieces of information

12. QUORUM AND DECISION-MAKING – OVERSIGHT COMMITTEE & WORKING GROUP

12.1 Quorum:

A minimum number of **50%** of the Members of the Working Group is required for decision-making purposes at the Working Group level.

A minimum number of **50%** of the Members of the Oversight Committee is required for decision-making purposes at the Oversight Committee level, at least half of which must be appointees of the lower-tier municipalities.

12.2 Decision-making Process:

If a vote is requested, then it requires support from the majority (50%+1) of members who attend the meeting, whether it be a Working Group meeting or Oversight Committee meeting.

It should be noted that any decision made by the Oversight Committee and/or Working Group are not binding and are to be construed as a consensus or recommendation.

12.3 Frequency of Meetings:

Working Group

Meetings will be held bi-annually or at the call of the majority of the Working Group Committee members and/or Chair.

Oversight Committee

Following approval of a By-Law confirming the appointments to the Oversight Committee by at least 3 municipalities who have expressed a desire to continue with the Working Group, the Oversight Committee shall meet bi-annually, or at the call of the Chair, to review current data, trends, upcoming campaigns, requests of support, or concerns.

12.4 Agenda, Minutes, and Decision Papers:

A package will be sent to Working Group and Oversight Committee members electronically via email seven (7) business days in advance of their respective meetings, by the Secretary or Chair of that group or committee. This package will include the following:

- Agenda for upcoming meeting
- Minutes of previous meeting
- Any other documents/information to be considered at the meeting.

Schedule “B” to By-law 012-2023**Appointees to Oversight Committee**

- a. An appointment from the Township of Ashfield-Colborne-Wawanosh;
- b. An appointment from the Municipality of Bluewater;
- c. An appointment from the Municipality of Central Huron;
- d. An appointment from the Municipality of Huron East;
- e. An appointment from the Township of Howick;
- f. An appointment from the Municipality of Morris-Turnberry;
- g. An appointment from the Municipality of South Huron;
- h. An appointment from the Town of Goderich;
- i. An appointment from the Township of North Huron;
- j. An appointee from Choices for Change representing Custodial Services for Children and Youth;
- k. An appointee from the Social Research and Planning Council;
- l. An appointee from Choices for Change representing addictions;
- m. An appointee from Huron-Perth Centre representing mental health;
- n. An appointee from the Ontario Health Team representing health care;
- o. An appointee from Rural Response for Healthy Children representing Children and Youth Services;
- p. An appointee from Fanshawe College;
- q. An appointee from the Avon Maitland District School Board;
- r. An appointee from the Huron County OPP Detachment;
- s. An appointee from Victim Services; and
- t. A staff resource from the Huron County Community and Safety Well-Being Working Group.

The Corporation
of the
Municipality of Huron East
By-law No. 013 for 2023

Being a By-law to Confirm the Proceedings of the Regular
Council Meeting 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 Regular meeting held on the 7th day of February, 2023 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 7th day of February 2023.

Read a third time and finally passed this 7th day of February 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk