



Municipality of Huron East

Council Agenda

Tuesday, June 6, 2023 at 6:00 P.M.

Council Chambers

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

1. Call to Order & Mayor's Remarks

2. Land Acknowledgement

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

3. Confirmation of the Agenda

4. Disclosure of Pecuniary Interest

5. Minutes of Previous Meeting

5.1 [Regular Meeting](#) – May 16, 2023

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5.2 [Public Meeting](#) – May 16, 2023

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6. Consent Agenda

Items listed under the Consent Agenda are considered routine and are enacted in one motion. However, any Council Member may request one or more items be removed from the Consent Agenda for separate discussion and/or action.

Consent Agenda Items

6.1. [Recreation Advisory Committee Minutes from May 30, 2023](#)

7. Public Meetings/Hearings and Delegations

- 7.1** [Committee of Adjustment Public Hearing](#) re: Minor Variance
Application MV05-2023

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8. Planning

- 8.1** [Planning Report](#) re: Consent Application C30-2023

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9. Municipal Drains

- 9.1.** [Section 78 Request for Drain Improvement](#) re: Brewer Municipal Drain

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Recommendation:

That the Section 78 request for a Municipal Drain Major Improvement by Robert Van Nes (Concession 7 Lot 11, Concession 6 Pt Lot 11) for the Brewer Municipal Drain be accepted:

And That the Council of the Municipality of Huron East instruct Headway Engineering to prepare a report, 30 days after notification to the Conservation Authority.

10. Reports & Recommendations of Municipal Officers

- 10.1** [CAO-23-14](#), Request to Purchase Unopened Road Allowance - Brussels

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- 10.2** [CAO-23-15](#), Employee & Family Assistance Program

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- 10.3** [CAO-23-16](#), Ausable Bayfield Conservation Authority Category 3 Cost Apportionment Agreement

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- 10.4** [FIN-23-05](#), Lion's Club Pool Comparisons

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- 10.5** [CS-23-01](#), Ontario Trillium Foundation (OTF) Grant Application under the Community Capital Investment Grant

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- 10.6** [CLK-23-13](#), Addition of a Fee Schedule to the Noise By-law (By-law 76-2022)

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- 10.7** [CLK-23-14](#), Citizen Appointment to the Huron East/Brussels Community Development Trust

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- 10.8** [PW-23-05](#), Tender HE-05-2023 Asphalt Paving on Hensall Road & Beechwood Line

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11. Correspondence

- 11.1** [Ethel Minor Ball](#) re: Mush Ball Tournament July 14-15, 2023

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12. Unfinished Business

13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

13.1.2 Other Boards/Committees or Meetings/Seminars

Recommendation from Recreation Advisory Committee:

That the Council of the Municipality of Huron East approve the recommendation from the Recreation Advisory Committee to change the citizen appointment initial term length from two (2) years to four (4) years.

13.2 Requests by Members

13.3 Notice of Motions

13.4 Announcements

14. Other Business

15. By-laws

- 15.1 By-law 042-2023**, A By-law to Erect Stop Signs in the Grey Ward and Amend By-law 89-2009

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- 15.2 By-law 043-2023**, A By-law to Repeal By-law 61-2013, Being a By-law to Establish Revised Policies for Sale and Disposition of Land

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- 15.3 By-law 044-2023**, A By-law to Authorize the Signing of a Recreation Program Service Agreement with the Corporation of the County of Huron

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- 15.4 By-law 045-2023**, A By-law to Authorize a Cost Apportionment Agreement with the Ausable Bayfield Conservation Authority

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16. Closed Session and Reporting Out

17. Confirmatory By-law

- 17.1 By-law 046-2023**, Confirm the Proceedings of Council

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18. Adjournment



Municipality of Huron East Council Meeting Minutes
Council Chambers
72 Main Street South, Seaforth, ON
Tuesday, May 16, 2023

Members Present:

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

Staff Present:

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

Others Present:

Huron County Planner Shae Stoll

Huron County Manager of Planning Denise Van Amersfoort

1. Call to Order and Opening Remarks

Mayor MacLellan called the meeting to order at 6:00 p.m.

As part of Opening Remarks Mayor MacLellan requested that staff investigate the merit of putting hard surfaces alongside roadways as an alternative to concrete sidewalks.

2. Land Acknowledgement

Mayor MacLellan provided the land acknowledgement.

3. Confirmation of the Agenda

Moved by Councillor Wilbee and Seconded by Councillor Chartrand:

That the Agenda for the Regular Meeting of Council dated May 16, 2023 be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest

Councillor Fisher declared a Conflict of Interest for Item 10.1, FIN-23-04, 2023 Grants due to being a member of the Seaforth Lions Club.

Councillor Morrison declared a Conflict of Interest for Item 10.1, FIN-23-04, 2023 Grants due to being a member of the Brussels Agriculture.

5. Minutes of Previous Meeting

Moved by Councillor Morrison and Seconded by Councillor Dalton:

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

5.1 Regular Meeting – May 2, 2023

5.2 Committee of Adjustment Public Hearing – May 2, 2023

Carried

6. Consent Agenda

There were no requests to remove any items from the Consent Agenda.

In response to Deputy Mayor McLellan, CAO Brad McRoberts confirmed that the Municipality pays for all mileage for the Drainage Superintendent and that the Municipality of Huron Kinloss is charged back their portion.

Mayor MacLellan requested clarification in regard to the snow removal payment and Jacobs Consulting coding, it was noted that staff would investigate and follow up.

Moved by Councillor Morrison and Seconded by Councillor Diehl:

That the Consent Agenda Items be received for information and approved:

- Accounts Payable March to April 2023
- Emergency Management Ontario re: Emergency Management and Civil Protection Act (EMCPA) Compliance for Huron East
- Seaforth Lions Club re: Auction Success
- Council Expenses for April 2023
- Association of Ontario Road Supervisors (AORS) re: AORS Annual Trade Show on June 7-8, 2023
- Economic Development Committee Minutes from April 4, 2023

Carried

7. Public Meetings/Hearings and Delegations

7.1 Public Meeting re: OPA 15 and Zoning By-law Amendment Z01-2023

Moved by Councillor Diehl and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East adjourn the regular meeting of Council at 6:07 p.m. to go into a Public Meeting to discuss the following:

- a) Official Plan Amendment No. 15 and Zoning By-law Amendment Z01-2023, Seaforth Golf Course

Carried

Council reconvened at 6:44 p.m.

8. Planning

- 8.1** Recommendation of Council re: Official Plan Amendment 15 and Zoning By-law Amendment Z01-2023 for Seaforth Golf Course

Moved by Councillor Chartrand and Seconded by Councillor Fisher:

Whereas the Council of the Municipality of Huron East has held a public meeting pursuant to Sections 17 and 34 of the Planning Act, 1990 with respect to the proposed Official Plan Amendment By-law 036-2023 and Zoning By-law 037-2023;

And Whereas public comments were received regarding potential issues related to access, future servicing, cost sharing of infrastructure, agricultural impacts and traffic impacts on the application;

And Whereas no agency comments were received on this application;

Now Therefore pursuant to Sections 17(23) and 34(18) of the Planning Act, 1990, Council concurs with the May 11, 2023 Planning Report and recommends By-law 036-2023 for approval and By-law 037-2023 for deferral to confirm if additional special provisions are required to address municipal peer review comments on the Traffic Impact Study.

Carried

9. Municipal Drains

10. Reports & Recommendations of Municipal Officers

- 10.1** FIN-23-04, 2023 Grants

Mayor MacLellan requested the 2024 Budget include the regular donations that would normally be paid for through the Municipality, if not run by a volunteer group, and that the grant amounts should reflect the current costs of inflation.

Council discussed the grant request from the Seaforth Lions Club noting the addition of \$4500 from the previous year, the correlation with the pool and splash pad donations, fundraising potential and opportunities, operating costs, and compared the Lion's club

involvement with the pool to the Brussels Lion's club involvement in the Brussels pool. Council presented options to provide the full \$15,000 with a stipulation that the same amount would not be granted in following years or provide a grant of \$11,000 to recognize the rising costs.

Council noted that the \$11,000 would still bring the total grant amount over the budgeted \$20,000 for grants and remarked that the grant discussion and allotments should be brought forward during overall budget discussions.

CAO Brad McRoberts suggested that the Seaforth Lions Club be granted \$10,500, as granted last year, in order to stay within the \$20,000 budgeted amount and that staff come back to the June 6, 2023 Council meeting with a report on the Seaforth Lion's Club request for the additional \$4,500 including a comparison of Brussels and Seaforth Lions Club pool operation costs.

Moved by Deputy Mayor McLellan and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East approve the following grants for 2023;

Brussels Ag. – Fall Fair	1,000.00
Brussels Horticultural	550.00
Brussels Santa Claus	1,000.00
Ethel Minor Ball Grant	500.00
Huron Plowmen's Assoc.	250.00
Lions Club – Seaforth (Santa Claus Parade)	1,000.00
Lions Club – Seaforth (Pool)	10,500.00
Maitland Bank Cemetery	400.00
Royal Canadian Legion – Branch 468 (Hensall)	55.00
Royal Canadian Legion - Remembrance Day (Seaforth/Brussels)	105.00
Seaforth Ag. Fall Fair	1,000.00
Seaforth Food Bank – Hall Rental	375.00
Seaforth Horticultural	750.00
St. Columban Soccer	500.00
Van Egmond Foundation	1,000.00
Walton Area Sports Club	500.00
Winthrop Ball Park/Community Centre	500.00
Total:	\$23,985.00

And That staff be directed to bring forward a report regarding the Seaforth Lions Club request for additional funds.

Carried [Conflict: B. Fisher and J. Morrison]

10.2 CLK-23-12, Disposition of Land Policy

CAO Brad McRoberts provided an overview of the report noting that the new policy provides further clarification on processes for Council and staff regarding the declaration and disposition of surplus lands.

In response to Council, B. McRoberts explained the \$20,000 per acre fee would apply to road allowances and former railway lands and that each circumstance would be reviewed as it comes forward and it was clarified that Council always has the ability to waive policy, including fees.

Moved by Councillor Diehl and Seconded by Deputy Mayor McLellan:

That the Council of the Municipality of Huron East adopt the Sale or Other Disposition of Surplus Land Policy.

Carried

10.3 EDO-23-03, Brussels Farmer's Market

Moved by Councillor Fisher and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East declare the Brussels Farmer's Market taking place between May 26 and September 8 at 589 Turnberry Street, Brussels as a municipality sanctioned event.

Carried

11. Correspondence

11.1 The HUB Seaforth re: Request for Exemption to the Noise By-law

In response to Council, it was confirmed that the exemption is for the time limit itself and excludes any excessive noise that is defined in the Noise By-law.

Moved by Councillor Diehl and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East provides an exemption to By-law 076-2022, being a By-law to Regulate Noise to the HUB Seaforth on July 22, 2023 between the hours of 11:00 a.m. and 11:00 p.m. for their patio music fest.

Carried

11.2 Huron County Pride re: Declaration of Pride Month and Raising of Pride Flag

Council noted that they were in favour of the request and suggested that if there are frequent requests from organizations to raise community flags, there may be a need to consider a flag policy.

Moved by Councillor Steffler and Seconded by Councillor Fisher:

That the Council of the Municipality of Huron East declare the month of June as Pride Month;

And That Council agree to the raising of the rainbow Pride Flag for the month of June.

Carried

11.3 Walton Brewers Fastball Club re: Slo-pitch Tournament

Moved by Councillor Wilbee and Seconded by Councillor Fisher:

That the Council of the Municipality of Huron East has no objection to the Co-ed Slo-pitch tournament being held by the Walton Brewers Fastball Club on June 9 –10, 2023 at the Walton Ball Park.

Carried

11.4 Seaforth BIA re: Request to Temporarily Close County Road 12 & Gouinlock Street on July 22, 2023 for the Seaforth BIA's Annual Main Street Summerfest

Moved by Deputy Mayor McLellan and Seconded by Councillor Steffler:

That the Council of the Municipality of Huron East approve the temporary closure of County Road 12 and Gouinlock Street, Seaforth, on July 22, 2023 for the Seaforth BIA's Annual Main Street Summerfest;

And That the Main Street Summerfest be declared as a Municipally sanctioned event.

Carried

11.5 Brussels Minor Baseball Executive Committee re: Request to Temporarily Close a Section of Sports Drive on June 3, 2023 for Ball Day

Moved by Councillor Newell and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East approve the temporary closure of a portion of Sports Drive between McCutcheon Drive and Flora Street, on June 3, 2023 from 8:00 a.m. to 8:30 p.m. for the Brussels Minor Baseball Ball Day.

Carried

11.6 Brussels Tigers Fastball Club re: 51st Annual Men's Fastball Tournament

Moved by Councillor Morrison and Seconded by Councillor Newell:

That the Council of the Municipality of Huron East has no objection to the Brussels Tigers Fastball club hosting their annual fastball tournament on July 21- 23, 2023.

Carried

12. Unfinished Business

13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

Deputy Mayor McLellan provided an update noting that the County's SWIFT project is moving forward; County sent a letter to the Minister of Agriculture regarding farmland severances; a request that was brought forward for library funding be reviewed; the Highway 83 road project in Exeter is in the planning stages; the Blyth intersection will be going to tender this week; and that Council voted to move forward with Gibbons Street housing project.

Mayor MacLellan remarked on the positive experience of the County Council and staff Strategic Planning exercise, which recently took place over two days.

13.1.2 Other Boards/Committees or Meetings/Seminars

13.2 Requests by Members

13.3 Notice of Motion

13.4 Announcements

14. Other Business

In response to Councillor Fisher regarding noise complaints on Front Road, CAO Brad McRoberts confirmed it is being addressed by By-law Enforcement.

15. By-laws

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

That Be it Hereby Resolved By-law 035-2023, A By-law to Establish Area's Subject to Special Service Tax Levy and Repeal By-law 58-2019 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 Deputy Mayor McLellan and Seconded by Councillor Diehl:

That Be it Hereby Resolved By-law 036-2023, A By-law to Amend the Official Plan (OPA 15) 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 Fisher and Seconded by Councillor Dalton:

That Be it Hereby Resolved By-law 038-2023, A By-law to Amend the Fees and Charges By-law 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 Steffler and Seconded by Councillor Chartrand:

That Be it Hereby Resolved By-law 039-2023, A By-law to Temporarily Close a Portion of Main Street (County Road 12) and Gouinlock Street, Seaforth 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 Councillor Morrison:

That Be it Hereby Resolved By-law 040-2023, A By-law to Temporarily Close a Portion of Sports Drive, Brussels 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

16. Closed Session and Reporting Out

Moved by Councillor Diehl and Seconded by Councillor Morrison:

That a closed meeting of Council be held on Tuesday, May 16, 2023 at 7:42 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:

16.1 Adoption of March 21, 2023 and April 4, 2023 Closed Session of Council Meeting Minutes

16.2 239(2)(c) – proposed or pending disposition of land in Vanastra

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

Carried

Moved by Councillor Diehl and Seconded by Councillor Fisher:

That Council of the Municipality of Huron East resumes the regular Council meeting at 8:08 p.m.

Carried

Mayor MacLellan reported out from the Closed Session that Council went into closed session to discuss potential disposition of land in Vanastra.

17. Confirmatory By-Law

Moved by Councillor Diehl and Seconded by Councillor Wilbee:

That Be It Hereby Resolved that By-law 041-2023, 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

18. Adjournment

Moved by Councillor Steffler and Seconded by Councillor McGrath:

The time now being 8:09 p.m. That the regular meeting adjourn until June 6, 2023 at 6:00 p.m.

Carried

Bernie MacLellan, Mayor

Jessica Rudy, Clerk



Municipality of Huron East Public Meeting Minutes
Council Chambers
2nd Floor, 72 Main Street, South, Seaforth
Tuesday, May 16, 2023

Members Present:

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

Staff Present:

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

Others Present:

Huron County Planner Shae Stoll

Huron County Manager of Planning Denise Van Amersfoort

1. Call to Order

Mayor MacLellan called the meeting to order at 6:06 p.m.

2. Confirmation of the Agenda

Moved by Councillor Fisher and Seconded by Councillor McGrath:

That the Agenda for the Public Meeting dated May 16, 2023 be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

None declared.

4. Provisions in Ontario Regulation 545/06, Section 5(11)5 of the Planning Act

Clerk Jessica Rudy advised the following provisions are contained in Ontario Regulation 545/06, Section 5(11)5:

- i. If a person or public body would otherwise have an ability to appeal the decision of the Council of the Municipality of Huron East to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at the public meeting or make written submissions to the Municipality of Huron East before the by-law is passed, the person or

public body is not entitled to appeal the decision.

- ii. If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Municipality of Huron East before the by-laws are passed, the person or public body may not be added as a party to the hearing of an appeal to the Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

5. Official Plan and Zoning By-law Amendment Application

5.1 Official Plan Amendment 15 and Zoning By-law Amendment Z01-2023 for Seaforth Golf Course

Huron County Planner Shae Stoll provided an overview of the application, property and specific Official Plan and zone changes. The Official Plan application was recommended for approval, however staff recommended that the zoning by-law application be deferred to confirm if additional special provisions are required to address municipal peer review comments on the Traffic Impact Study. A copy of the presentation is [appended](#) to the original minutes. It was noted that late correspondence was received as part of the public comments from Loopsta Nixon LLP, a copy is [appended](#) to the original minutes.

Applicant Caroline Baker, Baker Planning Group, provided a presentation to Council providing further details on the traffic study, servicing, additional studies and planning opinions. A copy of the presentation is [appended](#) to the original minutes.

Council discussed the application and commented on service connections and fees, lagoon capacity, Front Road access and potential to extend the reduced speed limit further out of town.

The Mayor asked for any comments from the public and Rob Reed, President of the Condo Association of Bridges presented concerns regarding construction access off of MacPherson Avenue. In response, Caroline Baker noted that the intent is to have access through Front Road into the development property.

Matt Haney, owner to agriculture land neighbouring the development expressed concerns for traffic on Front Road, stressing that Front Road is a road and not a street and commented that the residents will likely have future concerns regarding truck traffic, speed and agriculture equipment.

Deb Haney, landowner on Front Road expressed concerns with bus stops for children, road noise and snow collection.

6. Adjournment

Moved by Councillor Wilbee and Seconded Councillor Diehl:

That the Public Meeting for OPA 15 and Zoning By-law Amendment Z01-2023 be closed at 6:44 p.m.

Carried

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Official Plan Amendment No. 15 & Zoning Bylaw Amendment Z01-2023

Concession 2, Pt. Lot 8 & 9, Registered Plan 22R5236 Parts 2 and 9-11, Geographic Township of Tuckersmith, Municipality of Huron East Municipally known as 1 Doig Drive

Applicant: Baker Planning Group (c/o Caroline Baker)
Owner: Seaforth Golf Course



1

Subject Lands



2



3

Application Details

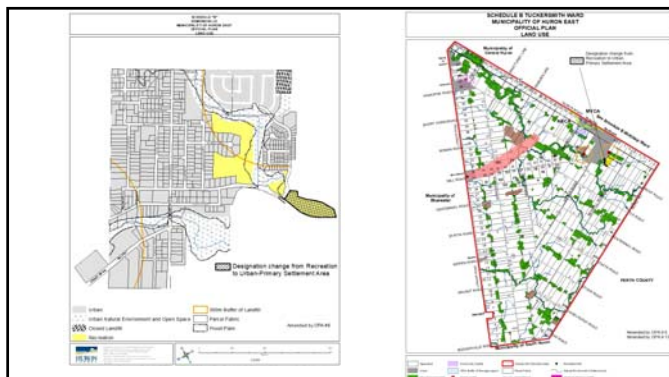
Official Plan Amendment No. 15

- Change designation from "Recreation" to "Urban-Primary Settlement Area"

Zoning By-Law Amendment Z01-2023

- Zone change from current Golf Course Zone (RC1) to Residential High Density- Special Provisions (R3-Special)

4

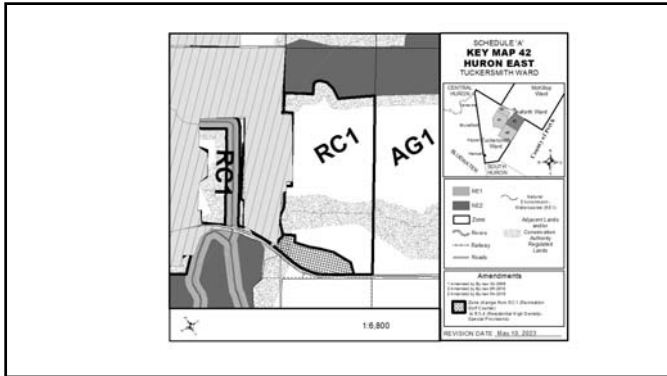


5

OPA Policy Review

- PPS (2020) and Huron County Official Plan allow for settlement area expansion
 - Comprehensive review completed
 - Meets criteria
- Huron East Official Plan

6



7

ZBA Policy Review

- The site-specific provisions will:
 1. Limit the permitted uses to rowhouse dwellings;
 2. Permit a rear yard setback of 6.5 metres; and,
 3. Where more than one (1) rowhouse dwelling unit may be established on a lot, the required lot coverage, landscape open space, off-street parking and amenity area shall be measured to the whole of the lot, provided the development is subject to Site Plan Approval under Section 41 of the Planning Act

8



9



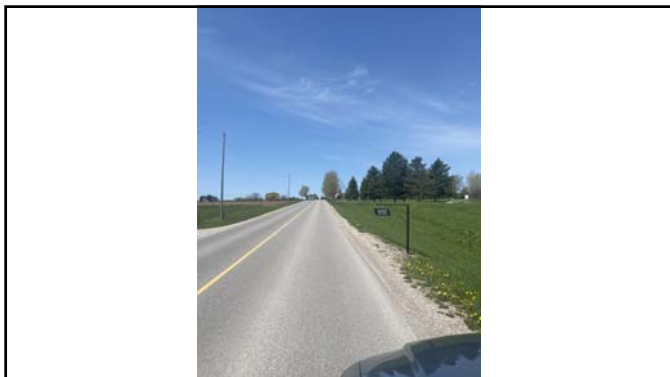
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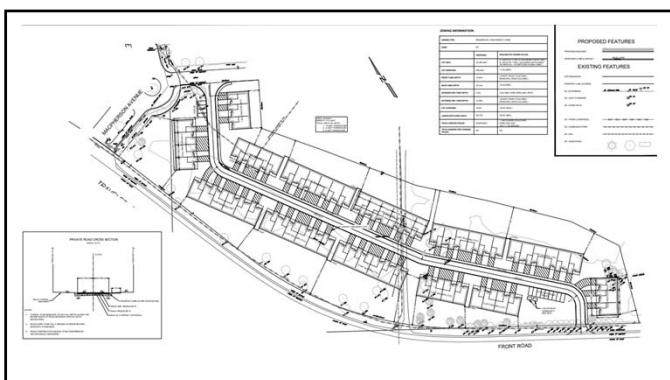
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13



14



15

Recommendation

- That Council **adopt** Official Plan Amendment No. 15 to the Huron East Official Plan and forward to the County of Huron for approval.
- **Defer** a decision on Zoning By-law Amendment 01-2023 until confirmation of additional provisions required based on comments related to the Traffic impact study.

16



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

Brendan Ruddick
Direct Line: (416) 748-5126
E-mail: bruddick@loonix.com

By E-Mail (clerk@huroneast.com)

May 16, 2023

Council for the Municipality of Huron East
Municipality of Huron East
72 Main Street S, P.O. Box 610
Seaforth, ON
N0K 1W0

Attention: Jessica Rudy, Clerk, Municipality of Huron East

Dear Members of Council:

**Re: Applications for Official Plan and Zoning By-law Amendment
Seaforth Golf Course (1996) Ltd. (Baker Planning Group)
Municipal File Nos.: Official Plan Amendment No. 15 ("OPA Application") and
Zoning By-law Amendment Z01-2023 ("ZBA Application") (collectively, the
"Applications")**

**Written Submission on behalf of 1491235 Ontario Inc. and MacPherson Builders
(Seaforth) Limited**

We are the lawyers for MacPherson Builders (Seaforth) Limited and 1491235 Ontario Inc. ("MacPherson") with respect to the above noted matter. MacPherson is the owner of lands legally known as Part Lot 10, Concession 2 Huron Road Survey Tuckersmith Designated as Part 1, Plan 22R-5125; and Part Lot 9, Concession 2 Huron Road Survey Tuckersmith Designated as Part 1, Plan 22R-5176 Save & Except Huron Vacant Land Condominium Plan No. 3 and Save & Except Parts 2, 4, 6, 7, 9, 10 & 11, Plan 22R-5263.

MacPherson's lands are located in close proximity to the lands that are subject to the above referenced application.

My client does not have concerns with the principle of development proposed through the Applications subject to its concerns regarding potential issues related to access, future servicing, and cost sharing for infrastructure being appropriately addressed.

Through the supporting studies filed in support of the Applications, the applicant has indicated that access, water, and sanitary infrastructure could potentially be provided through the adjacent private condominium road known as MacPherson Avenue. My client is the developer of the adjacent "Bridges of Seaforth" residential subdivision and was responsible for the construction of MacPherson Avenue along with the associated water and wastewater infrastructure buried thereunder.



Although alternative access and servicing arrangements have also been proposed via Front Road, MacPherson wishes to ensure that issues of cost sharing and access are addressed in the event that this alternative access and servicing scheme is not possible for whatever reason, and this must proceed via MacPherson Avenue.

The cost to my client in developing MacPherson Avenue and the associated infrastructure was substantial and it would not be fair or equitable for the applicant or a successor in title to potentially benefit from this in the future without appropriate compensation being paid to MacPherson.

To that end, in the event that Council determines it is appropriate to approve the ZBA Application, my client requests that the ZBA be approved subject to a holding condition that shall not be lifted until the following condition has been satisfied:

In the event that servicing and/or access is required to be provided via MacPherson Avenue, the Owner shall enter into a cost sharing agreement with 1491235 Ontario Inc. that addresses the equitable sharing of costs related to the potential future use of MacPherson Avenue and associated water and sanitary infrastructure by the Owner or a successor in title.

This condition would require the applicant to enter into a cost sharing agreement with my client to ensure that it pays its fair share of the cost of the infrastructure it may benefit from should the development of the lands make use of the private infrastructure in MacPherson Avenue that my client paid for.

In addition to concerns regarding cost sharing, my client is also concerned about the prospect of MacPherson Avenue being used as the primary access for the development, which would overburden the existing access easement and result in potential vehicular and pedestrian conflicts with the existing Bridges of Seaforth development and future phases of the development that are draft approved but not yet constructed. MacPherson therefore requests that if the ZBA is approved, the By-law include provisions that require primary vehicular access to be provided via Front Road and that access via MacPherson Avenue, except for the purposes of emergency secondary access, is prohibited.

My client would welcome the opportunity to discuss this matter further with appropriate municipal staff and the applicant.

We trust this is satisfactory, however should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP

Per: Brendan Ruddick

cc: Denise Van Amersfoort, Huron County
Shae Stoll, Huron County

PUBLIC MEETING
May 16, 2023

Official Plan and Zoning By-law
Amendment Applications

Seaforth Golf Course (1996) Ltd. &
2816312 Ontario Inc.

BAKER
Planning Group

1

Introductions

Owner/Applicant:

- Seaforth Golf Course (1996) Ltd. – Owner
- 2816312 Ontario Inc. - Applicant

Project Team:

- Planning - Baker Planning Group
- Engineering – GRIT Engineering
- Traffic – TraffMobility
- Archaeological - TMHC

BAKER
Planning Group

2

Site



BAKER
Planning Group

3

Potential for 1 or 2 accesses



BAKER
Planning Group

4

Applications

Official Plan Amendment

- To bring the Site into the settlement area (Egmondville) and designate the land as "Urban -Primary Settlement Area"

Zoning By-law Amendment

- Rezone the Site from Golf Course (RC1) to a site specific R3 Zone that :
 - Limits the permitted use to multiple attached dwellings
 - Permits a 6.5m rear yard setback
 - Provides for phasing of construction

BAKER
Planning Group

5

Traffic Study

- Development generate 31 bi-directional new auto trips during the weekday AM peak hour and 40 bi-directional new auto trips during the weekday PM peak hour
- All movements at the study intersections expected to operate with acceptable level of service and residual capacity during the weekday AM and weekday PM peak
- No mitigation measures are required
- Development can functional appropriately with one or two accesses
- Sight line analysis completed on Front Road
- Ability to extend pedestrian path to the west to provide connectivity

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6

Servicing

- Stormwater Management: pre-to-post flows utilizing existing pond and drainage ditch
- Sanitary service has two options that are viable and have been reviewed at a functional level by staff:
 - Connecting to the existing MacPherson Ave. private sanitary sewer through private agreement with the Applicant and agreeable cost sharing
 - Extending a new sanitary line on Front Road to service development, at cost of the Applicant
- Water service to align with direction of sanitary service
- Final servicing approach to be determined through future Site Plan Application

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7

Other Studies

- Applications comply with required MDS Guidelines and associated setbacks
- Stage 1 and 2 Archaeological Assessment cleared by the Province
- Outside a wellhead protection area

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8

Planning Opinion

In our opinion, the Site is appropriate for an urban boundary expansion, given:

- Land is underutilized and is not used as or add to the agricultural resources
- No negative impact, including MDS setbacks, to surrounding agricultural uses
- Development adds new form of housing to the community, that is accessible and will support an aging population
- The land can be serviced and has appropriate access
- There is no negative impact to natural, cultural or archaeological resources
- Seaforth has experienced stronger growth in the past 3 years and has reduced supply of vacant, designated land

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9

Planning Opinion

The Proposed Development and implementing zoning represent good land use planning, are appropriate and is in the public interest, given:

- Proposed zoning limits range of permitted uses to multiple attached dwellings
- Sufficient outdoor amenity areas provided (public and private gathering spaces)
- Off-street parking complies with the Zoning By-law
- Rear yard setback of 6.5m to provide sense of enclosure on Front Road and assist in reducing car speeds
- Site design includes snow storage, garage removal, and emergency access

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10



11

**Municipality of Huron East
Recreation Advisory Committee Meeting Minutes
72 Main Street South, Council Chambers, Seaforth, ON
Tuesday, May 30, 2023**

Members Present:

Huron East: Councillor Chartrand, Councillor Dalton, Councillor Diehl, Councillor Newell, Councillor Steffler, Chris Reeves, Georgina Reynolds, Anna Wilson, and Barry Young

Morris Turnberry: Deputy Mayor Freiburger

West Perth: Councillor Duck

Staff Present:

CAO Brad McRoberts, Brussels, Morris & Grey Community Centre Facility Manager Abi Corbett, Seaforth & District Community Centre Facility Manager Dave Mariam, and Vanastra Recreation Centre Facility Manager, Lissa Berard

Others Present:

1. Call to Order and Adopt Agenda

CAO Brad McRoberts called the meeting to order at 5:35 p.m.

Moved by Councillor Diehl and Seconded by Georgina Reynolds:

That the agenda for the meeting dated May 30, 2023 be adopted.

Carried

2. Disclosure of Pecuniary Interest

None declared.

3. Election of Chair and Vice Chair

CAO Brad McRoberts called for nominations of Chair.

Councillor Dalton nominated Councillor Diehl for the position.

B. McRoberts called for additional nominations and none were provided.

Moved by Councillor Steffler and Seconded by Councillor Chartrand:

That the nominations for chair be closed.

Carried

Councillor Diehl confirmed they would be willing to accept the nomination.

Moved by Georgina Reynolds and Seconded by Councillor Newell:

That Councillor Diehl be appointed as Chair of the Recreation Advisory Committee.

Carried

Chair Diehl called for nominations of Vice-Chair

Councillor Steffler nominated Councillor Newell for the position.

Councillor Newell nominated Barry Young for the position.

B. McRoberts called for additional nominations and none were provided.

Moved by Councillor Chartrand and Seconded by Georgina Reynolds:

That the nominations for vice - chair be closed.

Carried

Both Councillor Newell and Barry Young confirmed they would be willing to accept the nomination.

A vote by show of hands was given with 7 for Councillor Newell and 3 for Barry Young

Moved by Councillor Dalton and Seconded by Georgina Reynolds

That Councillor Newell be appointed as Vice-Chair of the Recreation Advisory Committee.

Carried

4. Terms of Reference Approval

Concern was noted that with the Mayor as an ex-officio member there could be concern of quorum of Council. CAO McRoberts noted that if the Mayor was to attend for a particular reason another member of Council would need to be absent.

The term of the members was discussed and concern was made that with a 2-year term some members could only be on the committee for 19 months. It was suggested that the term be extended to 4 years to allow the Committee to advance initiatives more consistently. CAO McRoberts confirmed that no members were opposed to serving a 4-year term.

Moved by Councillor Dalton and Seconded by Georgina Reynolds

That the Terms of Reference for the Recreation Advisory Committee be adopted.

And that it be recommended to Council that the term for each of the members be extended to four (4) years.

Carried.

5. Presentations

- 5.1 Huron East CAO Brad McRoberts
- 5.2 Brussels, Morris & Grey Community Centre Facility Manager Abi Corbett
- 5.3 Vanastra Recreation Centre Facility Manager Lissa Berard
- 5.4 Seaforth & District Community Centre Facility Manager Dave Meriam

6. New Business**7. Adjournment**

Moved by Deputy Mayor Freiburger and Seconded by Councillor Dalton:

The time now being 7:50 p.m. That the regular meeting do adjourn.

Carried

Diane Diehl, Chair

Brad McRoberts, Secretary



Municipality of Huron East

Committee of Adjustment

Public Hearing Agenda

Tuesday, June 6, 2023 at 6:00 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**

4.1 [Planning Report](#) re: MV05-2023 for 51 CN Road, Brussels

Page 2

- Reduce the rear yard setback for a building from 10 metres to 3 metres

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, Planner

Date: May 31, 2023

Re: MV05-23 Minor Variance

Concession 9, Part Lot 1, as in Part 1 of Reference Plan 22R4135, Geographic Township of Grey, Brussels Ward, Municipality of Huron East (municipally referred to as 51 CN Road)

Owner/Applicant: Municipality of Huron East

RECOMMENDATION

It is recommended that minor variance amendment application MV05-23 be approved with the following condition:

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

PURPOSE

The purpose of this application is to permit a reduced rear yard setback of 3 metres where 10 metres is required to facilitate an expansion of the existing building for the Huron County Emergency Medical Services (EMS) station. This project also includes a road dedication on the east side of the property (referred to locally as Princess Street).

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



Figure 2. Minor Variance site sketch.

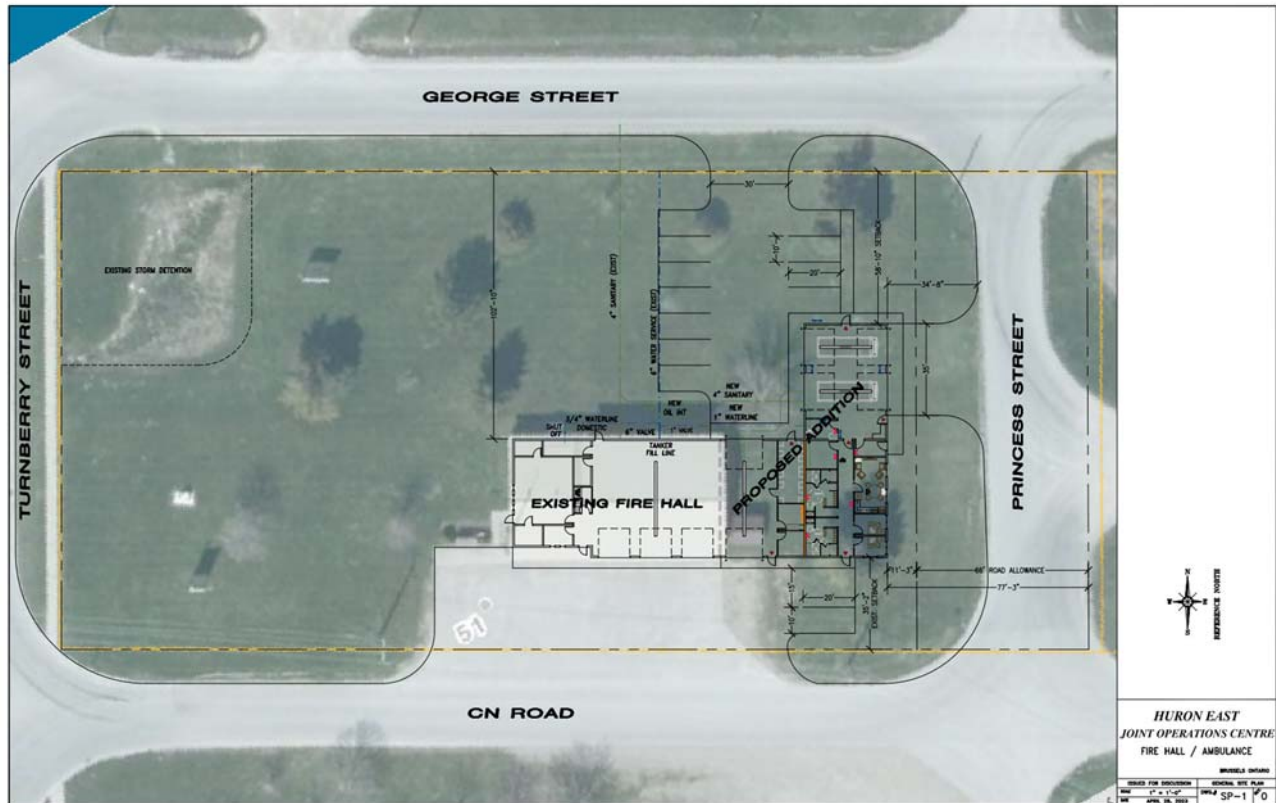


Figure 3. Site Photo showing general location of proposed addition.



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. Comments were received from Source water Protection Staff and they have no concerns with the proposal.

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

The subject lands are designated Community Facility in the Huron East Official Plan (HEOP) and within the Settlement Area of Brussels. The property is zoned CF (Community Facility) in the Huron East Zoning By-Law. The surrounding land uses include industrial, residential and community facilities including a church and the Brussels Drinking Water Well.

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 property currently contains the Brussels Firehall and proposes an addition to accommodate the Huron County EMS Station. The HEOP provides policies and goals for such community facilities including the co-location of community facilities to promote cost-effectiveness and facilitate service integration. The Official Plan categorizes this use as a public service community facility and further provides policies for this category (6.8.4.2). These policies encourage such facilities to be located within urban settlement areas and on lands already designated community facility. The request to reduce the rear yard setback from 10m to 3m meets the intent of the Huron East Official Plan.

Meets the intent of the Huron East Zoning By-law

The subject property is currently bordered by three streets (George, CN Road and Turnberry); once the land currently referred to as Princess Street is a formal street, the property will be bordered by streets on all sides. The front property line is deemed to be Turnberry Street which will remain unchanged by the dedication of Princess Street.

The site will be altered to include 2 additional entrances as a result of the building expansion; this is to accommodate multiple drive-through bays for ambulances and other service vehicles. Once completed, the site will operate with 3 entrances.

Both a fire hall and ambulance station are listed as permitted uses under the existing CF zoning. The request to reduce the rear yard setback will allow for the development of a new County EMS station and recognizes the adjusted location of the east lot line at such time of the planned Princess Street Road dedication. The proposal as shown in Figure 2 above, otherwise meets the applicable Zoning By-law provisions such as yard setbacks and lot coverage. 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 proposed addition is compatible with the existing uses and character of the neighborhood. Due to the ingress and egress requirements of the proposed EMS station, the proposed location provides the most suitable orientation of the addition. The development is considered appropriate for the subject lands as they are already used for a similar public service community facility and the subject lands contain adequate space to accommodate

the addition. The variance is considered minor in nature as the proposed setback maintains enough space for access and maintenance and will not have the effect of encroaching on the road.

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'

Shae Stoll
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: Mayor MacLellan and Members of Huron East Council

From: Shae Stoll, Planner

Date: May 31, 2023

Re: Consent 30-2023

Plan 197, Lot 602, subject to R174716 (storm sewer easement), Brussels Ward, Municipality of Huron East (municipally known as 649 Fishleigh Street, Brussels)

Applicant: Christine Welsh

Owner: Mary Susan Rushton

RECOMMENDATION

That application C30-2023 be recommended for approval with the attached conditions.

PURPOSE

The purpose of the consent application is to create a new residential lot. The proposed severed land is approximately 944 square metres (10,160 ft²) and is currently a vacant side yard. The proposed retained land is approximately 535 square metres (5,759 ft²) consisting of a single detached residence.

The lands are designated *Residential* on Schedule "B" in the Huron East Official Plan, and zoned R1 (Residential Low Density) on Key Map 55 in the Huron East Zoning By-Law. The property is subject to a 6 metre wide easement for a storm sewer; the easement runs along the north lot line.

The applicant has advised that a second consent application to split the severed land into two separate residential lots is intended pending sale of the property and approval of this application.

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**

Recommended for approval by Huron East Council:

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

Figure 1. **Aerial photo of subject property.** Existing residence to be retained shown in orange and severed vacant portion shown in blue (with location of storm sewer easement).



Figure 2. Severance sketch provided by applicant. Location of sewer easement is shown on the north portion of the severed parcel.

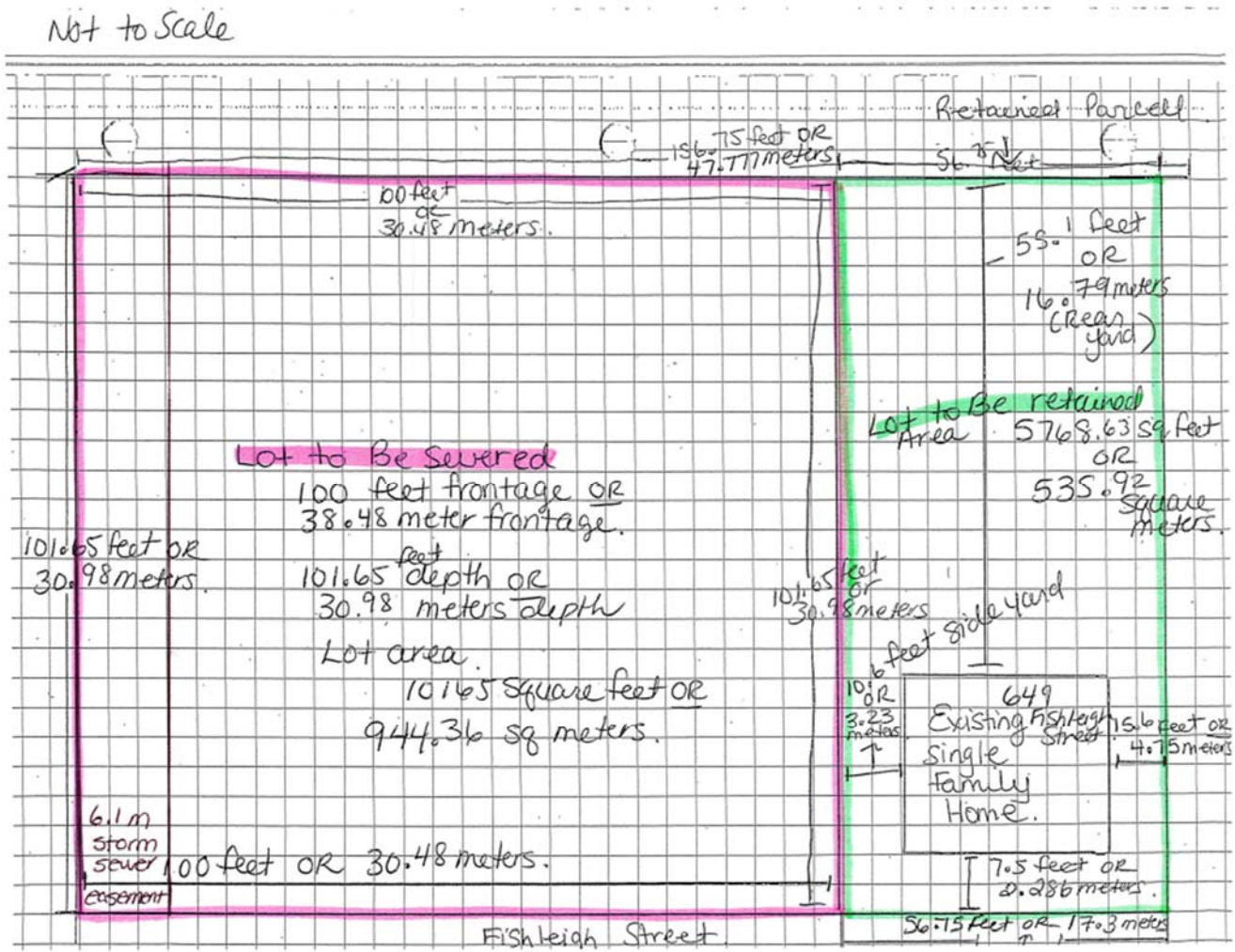
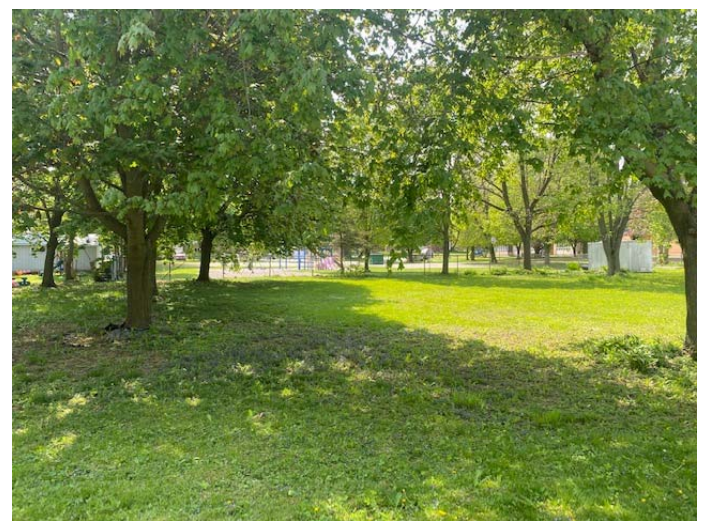


Figure 3. Photographs of Subject Lands



Policy Review

The subject property is within the Settlement Area of Brussels. The surrounding land uses include low density residential and a community facility (Old Colony School). The consent application was reviewed against the policies for a severance in an Urban Settlement Area, with an existing and proposed residential land use. Section 10.3.3 of the Huron East Official Plan outlines the land division policies in an Urban designation which allows for the creation of new residential lots in an established residential neighbourhood. The Huron East Official Plan outlines several criteria for granting such consents including that lots are an appropriate size for the proposed development, the consent has the effect of infilling built-up area and does not result in the undue extension of major services. The consent (and subsequent application) proposes a lot size that is appropriate for the low-density residential dwellings proposed and permitted under the R1 zone and has the effect of infilling the established neighbourhood through development of an underutilized lot. The application does not result in undue extension of major services as adequate servicing capacity exists, however Public Works staff have noted that the existing water main does not extend down this portion of Fishleigh Street and will need to be extended at the developers cost to service any proposed development. Section 9.1.3.1.3 of the Huron East Official Plan directs new lot creation to enter into a development agreement with the Municipality to address consideration such as water and sanitary servicing. As a result, a suggested condition has been attached to this application to reflect this requirement.

The Official Plan identifies Brussels as a Primary Settlement Area and directs new residential development, such as infilling of vacant lots, to these areas. Section 6.5 includes the goal of providing of a mix of housing choices, both to rent and to own, to satisfy the varying housing needs of the community. The proposed development associated with this application helps to meet this goal.

This application conforms to the Huron East Official Plan and its consent policies for a severance in an Urban Settlement area and the policies in Section 6.5 for Primary Settlement Areas.

The subject lands are already designated Residential and zoned R1 in the Huron East Zoning By-Law and the proposed residential development meets the permitted uses of the existing zoning. Therefore, this application complies with the Huron East Zoning By-law.

AGENCY AND PUBLIC COMMENTS

During circulation of the application, one neighboring landowner submitted comments expressing concern for the potential of cars parked on the street and higher density residential development. The Planner spoke with the neighbour and advised that the proposed development is intended to be low density in keeping with existing neighbourhood development and that the proposed development will need to provide parking spaces based on the number of units as required by the Zoning By-Law. The neighbour did not have any outstanding concerns.

It is noted that Fishleigh Street is not a standard width with the road allowance being 10 metres wide (where the standard width is 20 metres). Should on-street parking become an issue, the Municipality could consider limiting on-street parking in this section of Brussels. Municipal staff have confirmed that the existing standard of the road is acceptable for further residential development on Fishleigh Street.

At the time of report submission, no concerns were received from Municipal staff, other members of the public or other agencies.

CONCLUSION

This consent application proposes to create an infill vacant residential parcel which is within an urban settlement area and supports the goals for residential intensification. The consent is consistent with the PPS,

conforms to the policies of the Huron County Official Plan, Huron East Official Plan and the provisions of the Huron East Zoning By-law. It is therefore recommended that this application be approved with the conditions below.

Sincerely,

'Original signed by'

Shae Stoll
Planner

Site Inspection: May 18, 2023

Conditions:

Expiry Period

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

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. The sum of \$750 be paid to the Municipality as cash-in-lieu of parkland.
4. The applicant must enter into a development agreement with the Municipality addressing the extension of services to the property to the satisfaction of the Municipality.

Survey/Reference Plan

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

Zoning

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

Entrance

7. The applicant shall obtain an entrance permit for the new lot to the satisfaction of the Municipality.



**Notice of Request for Drain
Major Improvement
Drainage Act, R.S.O.
1990, c. D.17, subs. 78 (1.1)**

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

Re: Brewer Drain
(Name of Drain)

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.

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

- ☐ Changing the course of the drainage works;
- ☐ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Extending the drainage works to an outlet;
- ☒ Improving or altering the drainage works if the drainage works is located on more than one property;
- ☐ Covering all or part of the drainage works;
- ☐ Consolidating two or more drainage works; and/or
- ☐ Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

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

Ensure water can drain and that a grade exists from entrance to outlet.

Property Owners

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

Property Description

Con. 7 Lot 11, Con 6 P+Lot 11 Ward or Geographic Township <u>Huron East</u>	Parcel Roll Number <u>4040-420-007-01200-0000</u>
---	--

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

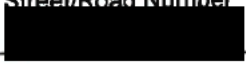
Ownership**Select Ownership Type**

If you need to provide additional information, please attach along with this form.

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

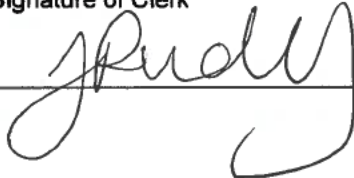
Last Name <u>van Nes</u>	First Name <u>Robert</u>	Middle Initial <u>C.</u>
-----------------------------	-----------------------------	-----------------------------

Mailing Address

Unit Number	Street/Road Number 	Street/Road Name <u>Brandon Rd.</u>	PO Box
City/Town <u>Ethel</u>	Province <u>ON</u>		Postal Code <u>N0G 1T0</u>
Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)	

To be completed by recipient municipality:

Notice filed this 25 day of May 20 23

Name of Clerk (Last, First Name) <u>Rudy, Jessica</u>	Signature of Clerk 
--	--

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: June 6, 2023
Subject: Request to Purchase Unopened Road Allowance – Brussels

Recommendation:

That Council of the Municipality of Huron East declare the unopened road allowance located:

1. adjacent to properties described as Plan 192 Lot 318 to 320; Plan 192 Lot 347 to 353, Lot 365 to 366, & Pt Lane Closed, Part Stretton Street; Plan 192 Lot 317; Plan 192 Lot 316;
2. behind the properties described as Plan 192 Lots 336 to 338 and Lots 329 to 331;

surplus and proceed with the process of issuing notices of the declaration of surplus and the intent to dispose of the lands.

Background:

Brussels Optimist Club

The Brussels Optimist Club has formally requested to purchase the unopened road allowance adjacent to their property legally described as Plan 192 Lot 318 to 320 and shown on Figure 1. The unopened road allowance extended from Beech Street to the municipal boundary. Staff have reviewed the request and have no concerns with declaring the property surplus with the following comments noted:

- only the portion from Beech Street to the north edge of the properties described as Plan 192 Lot 347 to 353, Lot 365 to 366, & Pt Lane Closed, Part Stretton Street and Plan 192 Lot 316;
- That the portion of the property adjacent to the optimist property be sold to the Brussels Optimists Club to address an existing encroachment of a structure onto the unopened road allowance, subject to the approval of a minor variance application to address the lack of side and rear yard setbacks;
- The remaining portions be offered to the remaining adjacent properties described as Plan 192 Lot 317 (210 Turnberry Street) and Plan 192 Lot 316 (200 Turnberry Street);

Unopened Road Allowance off of Elm Street

A land owner has requested to purchase portion of the unopened road allowance off of Elm Street as shown on Figure 2. Each of the respective land owners should be offered the ability to acquire a portion of the unopened road allowance subject to survey and legal costs, and the set land disposal value in the Fees & Charges By-law. Staff have reviewed the request and have no concerns with the unopened road allowance being declared surplus.

General

In accordance with Policy 1-36 - Disposition of Surplus Lands Policy staff will issue notices to the various abutting land owners, public Notice in accordance with the Municipality's Notice Policy, and in the case of the unopened road allowance adjacent to the Brussels Optimist property, to the Municipality of Morris-Turnberry due to the proximity to the municipal boundary.

Others Consulted: Public Works.

Financial Impacts: If supported by Council the additional revenue of approximately \$5,000 would be allocated reserves in accordance with Policy 1-36 - Disposition of Surplus Lands Policy.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.
CAO

Barry Mills (Original Signed)

Barry Mills
Manager of Public Works

Attachments:

Figure 1 – Brussels Optimist

Figure 2 – Unopened Road Allowance Off of Elm Street



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

1: 1,128



Notes

57.3 0 28.66 57.3 Meters

Unopened Road Allowance - Off Elm Street, Brussels



Legend

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



57.3 0 28.66 57.3 Meters

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Brad McRoberts, MPA, P. Eng.

Date: June 6, 2023

Subject: Employee & Family Assistance Program

Recommendation:

That Council of the Municipality of Huron East approve the enrollment in an Employee & Family Assistance Program (EAP) through Homewood Health at a rate of \$2.75 per month per employee.

Background:

Huron East currently does not have a Employee & Family Assistance Program in place. An Employee and Family Assistance Program (EFAP) offers employees and their dependents voluntary, confidential 24/7 access to counseling, coaching and support for a variety of life's challenges, including mental health, physical health, work/life balance and career. Modern EFAP's are proactive, rather than reactive, allowing employees and their dependents to access well-being resources through various mediums, including in person, telephone, online video chat, and mobile app, providing well-being supports to all employees before they reach the crisis point.

EFAP's allow employees to access a variety of resources to help overcome personal issues or stress that may be affecting their work. EFAP's allow employees quick access to mental health supports, personalized life coaching and programs to improve their overall health and well-being. Due to their confidentiality, EFAP's also eliminate the chance of stigma employees may feel in accessing mental health and well-being resources.

EFAP's offer employers an avenue to quickly aid employees whom approach them for assistance with life and/or work challenges. As well, by introducing an EFAP to a workplace, employers can expect to see a rise in productivity, customer service and employee engagement and morale. They will also likely see a reduction in employee turnover, unplanned absences, and workplace conflict.

Staff request proposals from three firms and obtained pricing for these services from two providers.

Provider	Fee Per Employee Per Month
Lifeworks (Telus Health)	\$3.67
Homewood Health	\$2.75

Staff are recommending we retain the services through Homewood Health.

Others Consulted: Human Resources.

Financial Impacts: Based on a total of 75 full-time and part-time employees the cost for this program would be \$2,475 per year. This is a nominal cost to provide a supportive service to employees of the municipality.

Signatures:

Brad McRoberts (Original Signed)

Tricia Thompson (Original Signed)

Brad McRoberts, MPA, P. Eng.
CAO

Tricia Thompson
Executive Assistant/Payroll/HR

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: June 6, 2023
Subject: Ausable Bayfield Conservation Authority Category 3 Cost Apportionment Agreement

Recommendation:

That the Council for the Municipality of Huron East approve the Cost Apportionment Agreement between the Municipality of Huron East and the Ausable Bayfield Conservation Authority; and

That the Mayor and the Clerk be authorized to sign and seal all the necessary documents.

Background:

Due to changes in the Conservation Authorities Act, Conservation Authorities are required to enter into agreements for non-mandatory services.

Non-mandatory services include the following:

1. Watershed & Subwatershed Strategies & Projects;
2. Environmental Monitoring & Research;
3. Watershed Stewardship & Restoration; and
4. Conservation Education & Community Outreach

Watershed & Subwatershed Strategies & Projects

Created for a drainage area, plans incorporate information on current watershed conditions and identify measures to protect, conserve and restore the watershed. Plans address natural hazard issues and recommends mitigation impacts from potential future land uses. The ABCA also facilitates community-based watershed strategies.

The ABCA works with communities to develop and implement subwatershed strategies. Activities include community engagement and objective setting, supporting protection, enhancement and restoration activities, monitoring and evaluating actions.

Note: Natural hazard considerations will be incorporated when the current plans are reviewed and updated.

Current plans include Ausable River Action Plan, Old Ausable Channel Management Plan, Main Bayfield Watershed Plan, and Bayfield North Watershed Plan. The ABCA supports local communities in addressing their ecosystem interests and issues with strategies that have smaller and more relevant watershed boundaries.

In the Natural Heritage Systems Implementation Phase, the ABCA incorporates natural heritage information particularly around wetlands to develop planning and regulatory strategies to mitigate downstream natural hazards.

Note: Watershed planning related to natural hazards is a Category 1 program.

Environmental Monitoring & Research:

Groundwater and surface water sites are monitored for a variety of indicators to support flood forecast and warning, low water response, watershed report cards, watershed plans, and stewardship project prioritization. Service Area 2 provides significant information to help guide municipal decision making and implement their legislated responsibilities. The program is a partnership of the municipal, provincial and federal governments and community organizations.

Surface water quality monitoring is completed at nine sites in West Perth, Bluewater, Central Huron, Lambton Shores, and North Middlesex (in addition to Provincial Water Quality Monitoring Network), Lake Huron nearshore water monitoring at area beaches, edge-of-field monitoring at Huronview Demonstration Farm near Clinton, benthic monitoring at 30 sites across the watersheds. When appropriate, staff will respond to local spills events at the request of Ministry of Environment, Conservation and Parks, municipalities and citizens.

The main method of reporting on local watershed conditions is through the Watershed Report Card. The ABCA watershed is divided into 16 subwatersheds. Measuring increases understanding of the watershed, focuses efforts and tracks progress. The next Watershed Report Card is scheduled to be released in 2027. Municipalities and citizens can receive data on local water quality conditions upon request. For some programs, data are available on line.

Note: These monitoring sites are in addition to the Provincial Water Quality and Groundwater Monitoring Network that have sites in West Perth, Huron East, South Huron, Central Huron, Bluewater, Lucan Biddulph, Middlesex Centre and North Middlesex. Biomonitoring stations for fish and indicators of river health are located in all Municipalities.

Watershed Stewardship & Restoration

The stewardship and restoration program has three key components: one-on-one technical assistance to watershed landowners, connecting landowners with cost-share funding, and tree planting. Projects will reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change. The program is delivered throughout the watersheds. Projects benefit the site and downstream communities.

Staff will work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore and enhance wetlands to reduce flooding peaks and augment low flow, manage terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Staff

apply for and manage external funding, promote private land stewardship, provide technical advice and project technical design assistance.

Coordinating the Watershed Stewardship and Restoration program with the Environmental Monitoring and Research program allows for stewardship project prioritization. Prioritizing projects connects landowners with additional cost-sharing funding to best meet the needs of the community, and the environment, and leverages the contributions of local funds with other programs.

Conservation Education & Community Outreach

Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds, ecosystems and conservation actions people can implement on their lands. Programs are linked to ABCA priorities.

Staff provide curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips and through online learning.

Education and outreach programs and community events help achieve the objectives of the conservation authority. These programs are open to people of all ages.

Others Consulted: Ausable Bayfield Conservation Authority (ABCA).

Financial Impacts: The additional cost of \$9,484 (2023) per year for a term of five (5) years will need to be incorporated into the budget.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng.
CAO

Stacy Grenier (Original Signed)

Stacy Grenier
Director of Finance/Treasurer

Attachments:

1. Agreement provided in By-law 45-2023

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Stacy Grenier, Director of Finance/Treasurer
Date: June 6, 2023
Subject: Lion's Club Pools Comparison

Recommendation:

That Council review the analysis presented with this report and determine whether or not to proceed additional funding for the Seaforth Lions Club Park and Pool.

Background:

As a follow up to the Council Meeting on May 23, 2023, an analysis has been prepared to compare Seaforth Lions Club Pool operations revenues and costs to Huron East's Brussels Pool operations and revenues. This information is provided to assist Council in making a decision regarding the additional \$4,500 that the Seaforth Lions Club has requested in 2023 in response to the loss of a regular annual donation of \$5,000.

The financial information has been summarized and compared for the two pools. Focussing on operational expenses for 2022, the cost to run the Seaforth Lions Pool and Park was \$83,583. The cost to operate the Brussels Lions Club Pool was \$44,915.

For the Seaforth Pool and Park, the Municipality does not charge for water and sewer services. The estimated charge for water and sewer cost for 2022 would be \$5,700, as an additional Municipal contribution, making Huron East's 2022 total contribution to Seaforth Lions Club operations approximately \$16,200.

Given the above information, it appears reasonable to provide some additional funding to the Seaforth Lions Pool and Park operations.

However, due to budget constraints, it would be difficult to absorb \$4,500 from somewhere else in the Huron East Budget.

Options:

1. As the Seaforth Lion's Club's 2023 budget is set at receiving \$10,500 from Huron East, leave it at this for 2023, and consider increasing on 2024.
2. Raise the additional \$4,500 requested through a fundraising event. For example, councillor dunk tank at the BIA summer fest, scavenger hunt, silent auction, or raffle.
3. Defer the pledge and payment until January of 2024.
4. Defer the pledge and double up the pledge in 2024.

In consideration of the historical regular funding to the Seaforth Lions Park and Pool, starting in 2024, the funding for the Seaforth Lions Park and Pool may be included as part of Huron East's recreation budget. A future report to Council will be brought forth to outline this potential change.

For information, here is a reminder of the current policy in place:

Policy 1.08 – Policy and Procedures for Municipal Grants to Local Fundraising Groups which was approved by council on October 2, 2001 and revised on May 14th, 2019 states:

Grant requests from national/provincial fundraising organizations that conduct a general canvas of ratepayers within the Municipality will not be considered for a municipal grant.

Grant requests for organizations of cultural/recreational/medical significance within Huron East will be accompanied by financial statements for the organization and preference will be given to organizations that provide services exclusively in Huron East or that are generally available to all residents of Huron East.

Grant requests from organizations supporting a one-time specific cause or event will be considered by Council at any time of the year with Council giving consideration to the cause and any budget allotment remaining.

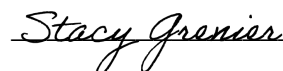
Others Consulted:

CAO, BMG Recreation Manager, Director of Community Services

Financial Impacts:

If grant allocations exceed the 2023 budgeted amount of \$20,000, the additional costs will have to be absorbed elsewhere within the 2023 budget.

Signatures:



Stacy Grenier, CPA

Director of Finance/Treasurer



Brad McRoberts, MPA, P. Eng.

CAO

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Lissa Berard, Director of Community Services

Date: June 6, 2023

Subject: Ontario Trillium Foundation (OTF) Grant Application under the Community Capital Investment Grant

Recommendation:

The Council of the Municipality of Huron East approve the submission of an application to the Ontario Trillium Foundation to request financial support to create inspiring useful spaces within the Municipality.

Background:

This round of Ontario Trillium Foundation capital grant funding is to create inspiring, useful spaces to improve the infrastructure for Ontarians to thrive. The proposed project is to convert an open green space into a visible attractive parkland. The goal of the parkland is to provide access to an age friendly recreational community space for our residents to come together to be creatively active with unique and purposeful equipment without the burden of user fees. The space design is to include 3 pieces of outdoor fitness equipment, a play structure and a sport court. This project will add beautification and resilience to the Village of Vanastra through visible attractive parklands. In return, improving health and wellness of our residents and to attract and retain new residents to our small community.

The project is estimated to cost a total of \$150,000, which includes excavation of the parkland space, the equipment and installation. The total amount of the funding application is \$127,500. The municipal portion of the project cost would be \$22,500. This is \$7,500 above the amount allocated in the 2023 capital budget.

Project start date is to begin September 27, 2023 and will have a maximum of 1-year completion date. However as long as the required equipment is available from the project design the project complete may be completed sooner.

Others Consulted: Director of Finance/Treasurer.

Financial impacts:

Application funding is based upon 85% Ontario Trillium Foundation and 15% municipal contributions. The application is over the planned budgeted amount and has a low applicant contribution. A 66% to 33% applicant contribution may make the grant application more appealing to the Ontario Trillium Foundation review committee. Considering a \$100,000 Ontario Trillium Foundation portion, \$15,000 municipal contribution, and \$7,500 unsecured funding, staff are recommending that we seek

corporate donations to raise the \$7,500 additional funding. The Ontario Trillium Foundation application does allow for an unsecured amount of funding to be expected through fundraising and corporate sponsorship. This scenario would keep the application with-in budget however if the funds are not secured through fundraising and corporate sponsorship, Huron East would need to provide any outstanding amount of the \$7,500.

Signatures:*Lissa Berard (Original Signed)*

Lissa Berard
Director of Community Services

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: June 6, 2023

Subject: Addition of a Fee Schedule to the Noise By-law (By-law 076-2022)

Recommendation:

That the Council of the Municipality of Huron East approve the addition of a fee schedule, and short form wording, as 'Schedule A' to By-law 076-2022, A By-law to Provide for the Regulation and Prohibition of Noise and Sound;

And that the short form wording be submitted to the Ministry of Attorney General for approval, under the Provincial Offences Act.

Background:

The Noise By-law was approved in September 2022, at the time of drafting and approval a fee schedule and short form wording under the Provincial Offences Act was not created.

Due to recent noise by-law activity and conversations with the Municipal By-law Enforcement Officer, staff feel it is prudent to add the schedule to the existing By-law.

The approval of the schedule is being recommended through a resolution of Council, opposed to an amending By-law, due to the fact that it was not an existing schedule requiring change and that there were no other changes to the main By-law.

Comments:

Once approved by Council, the fee schedule and short form wording will be sent to the Ministry of the Attorney General, through an application process, for approval. A copy of the By-law and schedule has already been reviewed.

Others Consulted:

Huron East By-law Enforcement Officer


Financial Impacts:

NIL


Attachments:

[Attachment A](#): POA Short Form Wording and Fee Schedule to By-law 076-2022

Signatures:



Jessica Rudy, AMP, Clerk



Brad McRoberts, MPA, P. Eng., CAO

The Corporation
of the
Municipality of Huron East

Schedule “A” of By-law No. 076- 2022: Prohibition and Regulation of Noise
Set Fine Schedule - Part 1 Provincial Offences

Item	Short Form Wording	Provisions creating or defining offence	Set Fine
1.	Cause or permit excessive noise	2.1	\$750.00
2.	Noise from racing any motorized conveyance	2.2(a)	\$750.00
3.	Noise from squealing tires of any motor vehicle	2.2(b)	\$750.00
4.	Noise from an engine without an exhaust	2.2(c)	\$750.00
5.	Noise from insecure load	2.2(d)	\$750.00
6.	Noise from operation of an engine or motor for a continuous period exceeding five minutes when prohibited	2.2(e)	\$750.00
7.	Noise from a vehicle horn or warning device	2.2(f)	\$750.00
8.	Noise from construction equipment in a Settlement Area	2.2(g)	\$750.00
9.	Noise from ringing of any bell, blowing or sounding of any horn, shouting or unusual noises	2.2(h)	\$750.00
10.	Noise from a pet or harbored animal	2.2(i)	\$750.00
11.	Noise from loud radio, public address system or other sound device up to over 50 feet from source	2.2(j)	\$750.00
12.	Noise from construction between 9:00 p.m. and 7:00 a.m.	2.2(k)	\$750.00
13.	Nose from discharge of a firearm or explosive devices when prohibited	2.2(l)	\$750.00

Note: The penalty provisions for the offences indicated above is Section 5.1 of By-law 076-2022, a certified true copy of which has been filed.

**Huron East
Administration**

To: Mayor MacLellan and Members of Council

From: Jessica Rudy, Clerk

Date: June 6, 2023

Subject: Citizen Appointment to the Huron East/Brussels Community Development Trust

Recommendation:

That the Council of the Municipality of Huron East approve the citizen appointment of Hilary Machan to the Huron East/Brussels Community Development Trust for a term ending December 31, 2026.

Background:

In May of 2023 the Huron East/Brussels Community Development Trust (the Brussels Trust) received the resignation of Jackie DeWit with an immediate effective date.

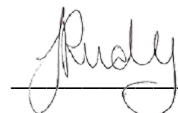
Upon notification, staff placed advertisements on the Huron East website and social media platforms welcoming applications. The application period ran until May 25, 2023.

A total of one application was received from Hilary Machan. The application was reviewed and approved by the Council representatives to the Brussels Trust.

It is the recommendation of staff that Hilary Machan be appointed to the Brussels Trust in order to fill the vacancy left by Jackie DeWit for a term ending in 2026 with an option to renew for an additional four (4) year term.

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: Barry Mills, Public Works Manager
Date: June 6, 2023
Subject: Tender HE-05-2023 Asphalt Paving on Hensall Road & Beechwood Line

Recommendation:

That the Council of the Municipality of Huron East accept the tender of Lavis Contracting Co. Ltd. in the amount of \$927,162.50 plus applicable taxes for Asphalt Paving on Hensall Road from Chiselhurst Road to Highway 4 (London Road) in Tuckersmith Ward, and Beechwood Line from Highway 8 (Line 34) to Bridge Road in the McKillop Ward.

Background:

The 2023 budget approved by Council authorized the paving of Hensall Road (4.3 km) and Beechwood Line (4 km). The tender was advertised in the local papers, on the Huron East website and circulated to contractors. Three (3) tenders were received and opened on Friday, May 26, 2023, in the presence of Councillor John Steffler, Public Works Manager Barry Mills and Director of Finance Stacy Grenier.

All three tenders met the municipality's specifications. Tender prices are as follows:

Company	Unit Price	Total Tender Price (including HST)
Lavis Contracting	\$927,162.50	\$1,047,693.63
Armstrong Paving	\$935,569.29	\$1,057,193.30
GIP Paving Inc.	\$1,034,000.00	\$1,168,420.00

Financial Impacts:

The tender amount of \$927,162.50 is under the budgeted amount of \$1,215,680 by \$288,517.50.

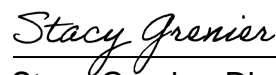
Signatures:



Barry Mills, C.Tech, PW Manager



Brad McRoberts, MPA, P. Eng., CAO



Stacy Grenier, Director of Finance

Ethel Minor Ball Committee

Brenda Boyer, treasurer

Ethel Ontario

N0G 1T0

Huron East

Box 610

Seaforth, Ontario

N0K 1W0

Dear Sirs

The Ethel Minor Ball Committee will be hosting a 10 team mush Ball tournament on July 14th and 15th with the proceeds going to the Ethel Minor Ball program an park maintenance. An application is being submitted to the LCBO for a liquor licence for those dates. We are asking that you designate it as a significant event.

Yours truly

Brenda Boyer

Ethel Minor Ball

Cc:D. Tsitmeneas,Huron Opp

G. Boyer, Grey Fire Department

P. Dawson, Huron County health unit

The Corporation
of The
Municipality of Huron East
By-law No. 042 for 2023

Being a to Provide for the Erection of Stop Signs at a
Specific Intersection in the Ward of Grey and to Amend
By-law 89-2009

Whereas Section 137 (a) of the Highway Traffic Act, Chapter H.8, R.S.O. 1990, provides that the Council of a Municipality may by by-law provide for the erection of stop signs at intersections on highways under its jurisdiction;

And whereas under the provisions of By-Law 89-2009, the Corporation of the Municipality of Huron East authorized the erection of a stop signs at designated intersections;

And whereas the Corporation of the Municipality of Huron East is desirous of providing for the erection of stop signs at a specific intersection in the Ward of Grey;

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

- 1. That By-Law 89-2009 be amended to include the following:
 - 1.1 The intersection on the highway set out in Column 1 is designated as an intersection where a stop sign shall be erected at the location shown in Column 2.

Column 1	Column 2
Intersection	Facing Traffic
a) Cranbrook Road and Gillis Line	North and South on Gillis Line

- 2. This by-law shall come into force and take effect on the final day of passing.

Read a first and second time this 6th day of June, 2023.

Read a third time and finally passed this 6th day of June 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

The Corporation
of the
Municipality of Huron East
By-law No. 043 for 2023

Being a By-law to Repeal By-law 61-2013, Being a By-law
to Establish Revised Policies for Sale and Disposition of
Land

Whereas, Section 270(1) of the Municipal Act, S.O. 2001, c.25, as amended, requires municipalities to adopt and maintain policies with respect to the sale and other disposition of land;

And Whereas, the Municipality has deemed approved a policy, by resolution, regarding Sale and Other Disposition of Surplus Land on May 16, 2023;

And Whereas the Municipality considers the above noted policy to be in compliance with Section 270(1) of the Municipal Act, 2001, as amended;

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

- 1. That By-law 61-2013 be hereby repealed.
- 2. That all other by-laws and/or resolutions in relation to By-law 61-2013 are hereby repealed.
- 3. That this By-law shall come into force and effect on the date of final passing thereof.

Read a first and second time this 6th day of June 2023.

Read a third time and finally passed this 6th day of June 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

The Corporation
of the
Municipality of Huron East
By-law No. 044 for 2023

Being a By-law to Authorize the Signing of a Recreation
Program Service Agreement with the Corporation of the County
of Huron.

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

And Whereas the Corporation of the Municipality of Huron East, as a Service Provider, has agreed to provide child care and/or early years programs and services described in the *Child Care and Early Years Act, 2014*, as amended;

And Whereas the Council of the Corporation of the Municipality of Huron East is desirous of entering into a Recreation Program Service Agreement to continue to provide child care and/or early years programs and services pursuant to the *Child Care and Early Years Act, 2014*, 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 Recreation Program Service Agreement with the Corporation of the County of Huron 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 6th day of June, 2023.

Read a third time and finally passed this 6th day of June, 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk



RECREATION PROGRAM SERVICE 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
("Service Provider")

WHEREAS, the *Child Care and Early Years Act, 2014 S.O. 2014, c. 11, Sched. 1* and amendments authorize 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 and provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged THE PARTIES agree as follows:

FOR PURPOSES OF THIS AGREEMENT:

Section 1 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* defines "children's recreation program" as a program that is operated by:

- a) An organization recognized under Regulation 797 of the Revised Regulations of Ontario, 1990 (Recreation Programs) made under the Ministry of Tourism and Recreation Act as a children's recreation service provider by a resolution passed by the local service system manager, municipality, school board or First Nation; or
- b) An authorized recreational and skill-building program as defined under the *Child Care and Early Years Act, 2014* and its regulations (see paragraphs 1 to 4 of subsection 6 (4) of the CCEYA and the criteria set out in section 3.1 of Ontario Regulation 137/15 made under the CCEYA); or
- c) A member of the Ontario Camps Association.

"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 or Operator" means the party of the second part and shall be the "Delivery Agent" for purposes of provision of children's recreation programs and services pursuant to the *Child Care and Early Years Act, 2014* and its regulations.

PURPOSE:

Ontario regulation 138 made under the *Child Care and Early Years Act, 2014*, provides that CMSM's and DSSAB's may provide fee subsidies for children 4-12 years who are enrolled in recreation programs and whose parents are in financial need as determined by the income test.

The *Child Care and Early Years Act, 2014* exempts camps from obtaining a child care licence if the camp is serving children 4 years and up, not operating for more than 13 weeks per year, and does not operate on instructional school days. Programs serving children under 4 years old would require a licence from the Ministry of Education.

This document outlines the requirements for obtaining a *Recreation Program Fee Subsidy Purchase of Service Agreement* and Special Needs Resource Funding Agreement with the County of Huron.

SERVICE PROVIDERS' REQUIREMENTS FOR RECREATION PROGRAM DELIVERY:

Funded Service Providers will be required to follow the program guidelines outlined in this document.

The County of Huron Recreation Program guidelines is modelled after The Ontario Child Care and Family Support Program Service Management 2023 and Funding Guidelines and the *Child Care and Early Years Act* Regulations.

1. Safe Arrival and Safe Dismissal:

1.1 Recreation programs must have policies and procedures in place to the satisfaction of the County of Huron to ensure the safe arrival and safe dismissal of each child enrolled. At a minimum these must include.

1.1.1 daily sign-in/sign-out procedures so that staff are aware of which children are in attendance each day, and those that have departed for the day.

1.1.2 a policy and procedure to be followed if a child does not attend and if staff have not been notified in advance of the reason why.

1.1.3 a daily record of attendance is kept showing arrival, departure or absence of each child.

- 1.1.4 a policy and procedure by which parents must inform the program operator in writing of who is or is not allowed to pick up their children.
- 1.1.5 a policy and procedure by which parents must give their written consent for their children to sign themselves in and out.

2. Police Record Checks

- 2.1 A policy is in place requiring police record checks, inclusive of a Vulnerable Sector Check, to be completed for all recreation program staff (full-time and part-time), or volunteer positions, over the age of 18, who will have direct contact with children. This requirement also includes non-direct services staff or any other staff who are regularly on the premises where on occasion unsupervised contact with the children may be expected (drivers, cooks, facilities/maintenance staff). Staff under the age of 18 are required to sign an offence self-declaration form indicating that they have not been convicted under the Criminal Code of Canada.

3. Quality Assurance:

- 3.1 Recreation programs must.

- 3.1.1 Be accredited by the *Ontario Camping Association* (OCA) (and provide proof of accreditation thereof as requested)

Or

- 3.1.2 Have a letter from *High Five* confirming that their organization has met the following criteria for fee subsidy:

- 3.1.2.1 Program is currently registered with High Five

- 3.1.2.2 Conduct and submit a Quest 2 evaluation to High Five at minimum each July.

- 3.1.2.3 Conduct and submit a Quest 1 evaluation to High Five every five years.

- 3.1.2.4 Have 75% of staff (front-line staff and supervisors of front-line staff) trained in High Five's Principals of Healthy Child Development

- 3.2 The letter from High Five will list those trained staff working in the Summer Camp Program. The Recreation Programs will ensure that any subsequent recreation programs such as PD Day Program or March Break Program or Winter Camp Programs will also be staffed by 75% of the front-line staff and supervisors trained in High Five Principals of Healthy Child Development. A statement confirming this will be required in writing from the Recreation Program Provider to the County of Huron Children's Services Department prior to care being approved for any program other than summer programs.

4. Child Abuse Reporting

- 4.1 Each Recreation Program with which the County has a *Purchase of Service Agreement* has a *Child Abuse Reporting Policy* that all staff have reviewed and signed annually.

5. Fire Safety and Emergency Information Policy

- 5.1 Every operator must ensure that each member of staff and each volunteer in the Recreation Program are instructed as to his/her responsibilities in the event of a fire or emergency before commencing the program.
- 5.2 Fire procedures must be reviewed with participants weekly **OR** fire drill must be conducted at least once per session where the session is less than one month. A written record must be kept of all fire drills.
- 5.3 Every operator must ensure that staff at each location has an up-to-date list of telephone numbers that are accessible in an emergency and includes phone (cell, work, or home) numbers of a parent or guardian of each child enrolled and the name and telephone number of a person to be contacted if the parent or guardian cannot be reached.
- 5.4 Every operator shall ensure that staff has access to a phone in each location where Recreation Programs are provided.

6. Ill Health and Medical Supervision Policy

- 6.1 Every operator must ensure that there is a stocked first aid kit and current first aid manual readily available for first aid treatment.
- 6.2 A policy is in place regarding ill health and accidental situations. A written record of any incident affecting the health, safety or well-being of the staff, volunteers or child enrolled in the program, must be kept, and shall be maintained and kept for at least two years after the incident.
- 6.3 Every operator will have a procedure in place for reporting serious incidents to the County of Huron within one business day of the date of the incident. Serious incidents are described as any of the following:
- 6.3.1 Incident resulting in the death of child or staff.
 - 6.3.2 Allegations of abuse and/or neglect of a child while at camp
 - 6.3.3 An incident resulting in a serious or life-threatening injury (serious or life-threatening injury would include anything that involves admittance to a hospital for over 12 hours)
 - 6.3.4 Missing or unsupervised children
 - 6.3.5 Any serious complaint or serious incident that poses a risk to the health safety or well-being of children.
- 6.4 Reporting procedure would be to submit by email, inclusive of a brief description of the incident including time, dates, and details of the incident. The report shall not include any personal or identifying information including names of children or

staff. County of Huron Social and Property Services will provide a contact email address for incident reporting and then will follow up within five business days of the incident being reported.

6.5 Where an operator agrees to the administration of drugs or medications, the operator shall ensure that all drugs and medications are:

- 6.5.1 stored in accordance with the instructions for storage on the label.
- 6.5.2 administered in accordance with the instructions on the label and the authorization received from parents.
- 6.5.3 inaccessible at all times to children
- 6.5.4 Administered to a child only when a parent of the child gives written authorization for the administration of the drug or medication including a schedule that sets out the times the drug or medication is to be given and amounts to be administered.
- 6.5.5 administered to a child only from the original container as supplied by a pharmacist or the original package and that the container or package is clearly labelled with the child's name, the name of the drug or medication, the dosage of the drug or medication, the date of purchase and instructions for storage and administration.
- 6.5.6 A policy in place identifying the designated staff person in each program location responsible for all drugs and medications. All drugs and medications are to be handled by that person or a person designated by that person.

6.6 Every operator must have anaphylactic policies and procedures in place including the following:

- 6.6.1 a strategy to reduce the risk of exposure to anaphylactic causative agents.
- 6.6.2 Development of an individual plan, with input from the child's parent or guardian and/or the child's physician, for each child with an anaphylactic allergy that includes emergency procedures in respect of the child.
- 6.6.3 the individual plan for a child with anaphylaxis and the emergency procedures in respect of the child shall be reviewed as follows:
 - 6.6.3.1 By all employees before they begin their employment and at least annually afterwards.
 - 6.6.3.2 By volunteers and students who will be providing care or guidance at the recreation program before they begin providing that care or guidance and at least annually afterwards.

6.6.3.3 By the staff person in charge of the recreation program before the child is placed at that location and at least annually afterwards.

6.6.4 Training from a physician or a parent on procedures to be followed in the event of a child (who has been identified as having an allergy) who is having an anaphylactic reaction.

Note: The operator may permit a child to carry his or her own asthma medication or emergency allergy medication in accordance with the procedures established.

7. Behaviour Management Policy

7.1 Every operator must ensure that there are written policies and procedures with respect to discipline, punishment, and isolation measures to be used in locations where Recreation Programs are provided.

7.1.1 These policies and procedures are reviewed with all staff including students and volunteers at the time of their initial employment and at least annually thereafter records will be kept with the date of each review of this policy, signed by the reviewer and kept for at least 2 years.

7.1.2 There are written policies and procedures with respect to actions to be taken if staff contravene the agency's *Behaviour Management Policy*.

7.1.3 There are written procedures for monitoring the behaviour management practices of employees, volunteers or students and monitoring records are kept for at least two years.

7.1.4 This policy must state that discipline measures **must not** include:

7.1.4.1 corporal punishment of a child

7.1.4.2 deliberate harsh or degrading measures that would humiliate a child or undermine a child's self-respect.

7.1.4.3 deprivation of a child of basic needs including food, shelter, clothing

7.1.4.4 Use of a locked room for the purpose of confining a child

8. Enrolment and Records

8.1 Every operator must ensure that current child records are available at all times and are kept at each location at which Recreation Programs are provided.

8.2 Records shall include:

8.2.1 the name, date of birth and home address of the child

8.2.2 the names, home addresses and telephone numbers of the parents or guardians of the child

- 8.2.3 the address and telephone number at which a parent or guardian of the child or other designated person can be reached in case of an emergency during the hours when the child is receiving care.
- 8.2.4 the names of persons to whom the child may be released.
- 8.2.5 the child's history of conditions requiring medical attention.
- 8.2.6 any symptoms indicative of ill health
- 8.2.7 written instruction signed by a parent or guardian of the child for any medical treatment or drug or medication that is to be dispensed during the hours the child is receiving care.
- 8.2.8 written instructions signed by a parent or guardian of the child concerning any special requirements in respect of diet, rest, or exercise.

9. Staff Training

9.1 It is the responsibility of the operator to ensure that all staff have received adequate and appropriate training prior to working with children. There must be written policies and procedures in place to ensure this occurs. Such training shall include:

- 9.1.1 job descriptions for each staff
- 9.1.2 orientation to agency and program mandate, policies, and practices
- 9.1.3 certified first aid training; a minimum of emergency first aid or C.P.R.
- 9.1.4 child safety precaution, guidelines re: allergies
- 9.1.5 emergency procedures, accident reports and procedures
- 9.1.6 program planning
- 9.1.7 behaviour management philosophy and procedures
- 9.1.8 conflict resolution
- 9.1.9 child abuse protocol
- 9.1.10 procedures for offsite excursions and trips
- 9.1.11 Confidentiality (including social media)
- 9.1.12 communication with parents and guardians

10. Adult Supervision and Group Size

10.1 The number of employees required for the care of children enrolled when on the premises or during activities off the premises shall be determined by the operator

with due attention to the program needs, safety, supervision, and age of the children enrolled in the program.

10.2 The following are minimum requirements.

10.2.1 1 staff for every 10 children 4-5 years

10.2.2 No children under 4 years are in the program at any time.

10.2.3 1 staff for every 15 children ages 6 to 12 years

10.2.4 At least one adult (18 years or older) is on-site at all times and is easy to locate in event of an emergency.

10.2.5 All recreation staff are at least 16 years of age.

10.2.6 The maximum number of children in a group shall be 20 (4–5-year old's) or 30 (6-12 year olds).

10.2.7 Special Needs Resource Teachers/Program Assistants are not to be counted in the ratio for staff.

11. Term

11.1 This agreement is in effect from date of signing to last day of June the following year.

11.2 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.

11.3 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.

11.4 In the event notice is given under sub-article 4.2, 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.

11.5 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.

11.6 Notwithstanding anything to the contrary in this Agreement, in the event that:

11.6.1 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

- 11.6.2 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 occur; or
- 11.6.3 The Service Provider becomes insolvent or makes an application to appoint a receiver or trustee in bankruptcy; 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.
- 11.6.4 The County of Huron will pay 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.
- 11.6.5 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*.
- 11.6.6 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.

12. Payment

- 12.1 The County shall pay 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. Failure to follow the terms of this Agreement, including submission of reports or data, may result in the suspension of funding or termination of the Agreement.
- 12.2 The funding and payment amount may be amended from time to time by mutual agreement.
- 12.3 The Service Provider shall use the funds provided by the County only for the specific purpose for which the funds are provided.
- 12.4 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.

- 12.5 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.
- 12.6 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.
- 12.7 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.

13. Reports

- 13.1 The Service Provider shall maintain the following reports and records:
- 13.1.1 Any report or record required pursuant to a Schedule to this Agreement;
and
 - 13.1.2 Any report or record that the County or Ministry acting reasonably,
requests.
- 13.2 The Service Provider acknowledges that failure to submit the reports may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.
- 13.3 The Service Provider shall permit 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.
- 13.4 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.
- 13.5 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.

14. Observance of The Law

- 14.1 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, the Early Childhood Educators Act, and the Workplace Safety and Insurance Act. in respect of the performance of this Agreement.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14.3 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.

15. The Service Provider's Contractual Status

- 15.1 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.
- 15.2 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.
- 15.3 The Service Provider shall co-ordinate the services of any subcontractors employed, engaged, or retained by it 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Recreation providers must ensure that all requirements of this document are being met during all approved programs through the contract year.

16. Inspection

- 16.1 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 to the *Child Care and Early Years Act* and Regulations, and if requested by the County, to provide copies of same.
- 16.2 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.
- 16.3 County of Huron Children's Services staff may request a meeting with Recreation Program operators annually to review and complete program guidelines and checklists.
- 16.4 County of Huron reserves the right to an annual on-site visit to each recreation program, or more often as required.
- 16.5 Ongoing contact between the County of Huron and program operators will be facilitated through written, electronic and telephone communication in order to ensure all parties are informed about issues or trends that may relate to Recreation Programs.

17. Confidentiality

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 The Service Provider will protect all confidential information in its possession, including during transmission, in accordance with industry best practices.

18. Indemnity

- 18.1 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.

19. Insurance

- 19.1 During the term of this Agreement and any renewal thereof, the Service Provider shall provide and maintain the general liability insurance acceptable to the County of Huron in an amount not less than two million dollars (\$2,000,000.00) per occurrence and in respect of the services provided pursuant to this Agreement:

19.1.1 The insurance policy shall,

19.1.1.1 Include as an additional insured "the County of Huron" in respect of and during the provision of services by the Service Provider pursuant to this Agreement.

19.1.1.2 Contain a cross-liability clause endorsement; and

19.1.1.3 Contain a clause including liability arising out of the agreement or agreements.

19.2 The provider shall have, 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 for no less than \$2 Million.

19.3 The Service Provider will submit to the County of Huron, upon request, proof of insurance. All policies shall be endorsed to provide the County with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the County and with policies in a form satisfactory to the County. As determined by the County, the Service Provider may be required to provide and maintain additional insurance coverage(s) or increased limits which are related to this Agreement. All premiums and applicable deductibles under the above required insurance policies are the sole expense of the Service Provider. All policies shall apply as primary and not as excess of any insurance available to the County.

20. Notice

20.1 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 and Property Services Division
Children's Services
77722D London Rd. R.R.#5
Clinton, ON N0M 1L0

b. Where the Service Provider is the intended recipient;
Township of Huron East
72 Main Street South
PO Box 610
Seaforth ON N0K1W0

20.2 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.

21. General Provisions

21.1 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.

21.2 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.

21.3 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.

21.4 This Agreement shall not be assigned in whole or in part by the Service Provider.

21.5 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.

21.6 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.

21.7 All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to articles 5, 9 and 10 as set forth in the Agreement shall survive termination of this Agreement.

21.8 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.

22. Non-Assignment

22.1 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.

22.2 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 reorganization which results in a change in the effective control of the Service Provider, if the Service Provider is a partnership.

23. Schedules

23.1 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.

24. No Partnership

- 24.1 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.
- 24.2 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.

Susan Cronin
 County Clerk,
 County of Huron

Glen McNeil
 Warden, on behalf of County of Huron

 Witness*

 By: ** Signing Officer Service Provider

 Position

(Seal)

 Witness

 By: ** Signing Officer Service Provider

 Position

* Witness required where the Service Provider is a sole proprietor or partner in a partnership. Not required when corporate seal is affixed.

Service Provider: Township of Huron East

Name: Alvin McLellan
 Title: Deputy Mayor
 (I have authority to bind the corporation)

Witness
 Name:

Name: Jessica Rudy
 Title: Clerk

Witness
 Name:

(I have authority to bind the corporation)

*Witness is required where the program is a sole proprietor or partner in a partnership. Not required when the corporate seal is affixed.

**SCHEDULE A(R)
FEE SUBSIDY
(RECREATION PROGRAMS)**

SERVICE OBJECTIVE: Fee subsidy funding is intended to help families, in most need, to access, authorized camps and recreation services by financially assisting with the cost of care.

ELIGIBILITY: Families living in Huron County may enquire about eligibility for assistance with the cost of program fees by contacting Huron County Children's Services.

Families may be eligible to receive full fee assistance or may be responsible to pay a daily parental fee.

Only Recreation programs that have a Purchase of Service Agreement with the County of Huron will be eligible for fee assistance.

The daily parental fee determined by the County of Huron is payable to the service provider for all approved and scheduled days.

Service providers will be notified in writing of a family's eligibility and termination.

Parents are responsible to pay their daily parental fee in order for the County of Huron to pay the subsidy portion. Additional program costs such as bus trips etc. are the responsibility of the parent.

REPORTING REQUIREMENTS:

Service providers are responsible to advise the County of Huron when attendance becomes inconsistent, or families fail to pay their determined daily fee.

During the first week of the month service providers will be able to access the previous month's attendance record on the *Ontario Child Care Management System* (OCCMS on-line). This attendance record will need to be verified by the service provider and submitted to the office by the 20th of each month. (Training on the attendance management program will be provided by Huron County Children's Services)

Payment for the previous month should be processed by the end of the following month.

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

**SCHEDULE B (R)
SPECIAL NEEDS RESOURCE FUNDING
(RECREATION PROGRAMS)**

SERVICE OBJECTIVE:

To provide base financial support to Recreation Programs that have a Purchase of Service Agreement with the County of Huron, to build capacity and create inclusive environments for children with additional needs. Under Ontario Regulation 138/15, a "child with special needs" means a child whose cognitive, physical, social, emotional, or communicative needs, or whose needs relating to overall development, are of such a nature that additional supports are required for the child.

ELIGIBILITY:

All program requirements will be met in accordance with the *Child Care and Early Years Act* and the policies, guidelines, and requirements of the County of Huron.

- Approved recreation programs will receive \$500.00 prior to the commencement of the summer program.
- Additional funding requests will be vetted through the Growing Together Resource Consultant Program
- All additional funding requests must be made prior to the final week of the program and will be subject to available funding.

PURPOSE:

Huron County Social and Property Services agrees to support the approved **recreation program** in building a *program* that is responsive and inclusive to children with additional needs by providing services of Growing Together staff and resources.

The Service Provider will utilize the funding for the intended purpose of including and supporting children with additional needs.

Funding will be used for additional, non-ratio staff wages and/or equipment that builds capacity and will include children with the additional need to participate in summer recreation programs.

The Service Provider will engage in ongoing communication and interaction with the Growing Together Early Learning Resource Consultant ensuring a supportive and inclusive environment.

REPORTING REQUIREMENTS:

- As requested, to provide Huron County Children's Services any summer recreation program statistical or financial data that details the use of these funds and outcomes.
- To invoice the County of Huron by September 30 of the year the expenses were incurred for any additional approved dollars.

Failure to fulfill the above stated by either party will result in the following:

- Written notice forwarded to the offending party stating violations(s) of the Recreation Program Service Agreement
- Funding to cease.

Continuation of funding is subject to available funds.

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

The Corporation
of the
Municipality of Huron East
By-law No. 045 for 2023

Being a By-law to Authorize a Cost Apportionment Agreement with the Ausable Bayfield Conservation Authority (ABCA)

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

And Whereas it is considered desirable to enter into a Cost Apportionment Agreement with the Ausable Bayfield Conservation Authority for services and programs provided;

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

- 1. That the Mayor and Clerk are authorized to sign and execute a Cost Apportionment Agreement with the Ausable Bayfield Conservation Authority for services and programs provided.
- 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 6th day of June, 2023.

Read a third time and finally passed this 6th day of June, 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (hereafter, "Effective Date").

BETWEEN:**MUNICIPALITY OF HURON EAST**

(hereafter, "Municipality")

AND:**AUSABLE BAYFIELD CONSERVATION AUTHORITY**

(hereafter, "ABCA")

WHEREAS ABCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by its participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of ABCA;

AND WHEREAS ABCA is prepared to provide certain services which the Act categorizes as non-mandatory to and on behalf of the Municipality in several service areas;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of services;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities and municipalities are required to enter into an agreement to levy municipalities for services provided, other than the services the Act categorizes as mandatory services;

NOW 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 hereto agree as follows:

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028. Thereafter, the Agreement shall continue for additional four-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

2. The following principles shall guide the implementation of the Agreement between ABCA and Municipality:

- a. The Agreement will provide overarching terms and conditions for delivery of municipal programs and services by ABCA.
 - b. ABCA agrees to provide to the Municipalities the services outlined in Schedule A.
 - c. Municipality agrees to be charged a levy for such services to be apportioned among the participating municipalities.
 - d. ABCA will not add to or delete from the services or programs funded through the Agreement without first consulting with the municipalities. Any such change would require an amendment to this Agreement agreed to by all parties.
 - e. The parties will maintain the current annual approval process for determining the levy by a weighted vote based upon current value assessment in the watershed, and the overall ABCA budget.
 - f. Municipality will continue to support the Inventory of Programs and Services throughout the period of this Agreement.
 - g. The user-pay principle will be utilized to charge fees, where appropriate, to assist with the costs of Conservation Authority programs.
 - h. The municipality acknowledges and agrees that all Programs and Services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that the ABCA is required to develop and implement under the Conservation Authorities Act.
3. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term. It is ABCA's responsibility to initiate the review with Municipality at least one hundred and twenty (120) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
4. Municipality and ABCA will strive to facilitate open and timely communication at all levels.
5. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
- a. Agree to a fair process for mediating issues;
 - b. Utilize the services of a neutral facilitator, if required;
 - c. Identify common agreement / ground;
 - d. Identify all options to resolve;
 - e. Select best option.

6. This Agreement shall be made available on the ABCA website and by other methods advisable.

7. The Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

8. The Agreement does not preclude the parties identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

AUSABLE BAYFIELD CONSERVATION AUTHORITY

Per: _____

Chair - _____

Per: _____

General Manager/Secretary Treasurer - _____

MUNICIPALITY

Per: _____

Mayor - _____

Per: _____

Clerk - _____

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Through subsection 21.1.2 of the *Conservation Authorities Act*, Conservation Authorities (CAs) are empowered to provide programs and services it determines are advisable to further the purposes of the Act, to municipalities through an agreement. The Act defines these programs as Category 3.

The following ABCA Category 3 service areas are core components of integrated watershed management and have been provided for decades. They are in the ABCA Community Conservation Strategy (2011) and Watershed Management Strategy (2015) and have become valued by the watershed community. These programs and services are funded by a variety of sources: municipal levy, self-generated (user fees, donations, foundations etc.) as well as provincial and federal funding.

Financial summary of Category 3 programs requiring municipal funding support

Financial Summary of Category 3 Programs	Year 2023
Total Program Cost	\$1,263,490
Federal/Provincial Contribution	\$562,110
Self-Generated Revenue	\$497,049
Total Municipal Apportionment for this program	\$204,331
Municipality of Huron East Apportionment	\$9,484

SERVICE AREA: WATERSHED AND SUB-WATERSHED STRATEGIES AND PROJECTS

Program description: Created for a drainage area, plans incorporate information on current watershed conditions and identify measures to protect, conserve and restore the watershed. Plans address natural hazard issues and recommends mitigation impacts from potential future land uses. The ABCA also facilitates community-based watershed strategies.

Program details: The ABCA works with communities to develop and implement subwatershed strategies. Activities include: community engagement and objective setting, supporting

protection, enhancement and restoration activities, monitoring and evaluating actions. Note: Natural hazard considerations will be incorporated when the current plans are reviewed and updated.

Current plans include Ausable River Action Plan, Old Ausable Channel Management Plan, Main Bayfield Watershed Plan, and Bayfield North Watershed Plan. The ABCA supports local communities in addressing their ecosystem interests and issues with strategies that have smaller and more relevant watershed boundaries.

In the Natural Heritage Systems Implementation Phase, the ABCA incorporates natural heritage information particularly around wetlands to develop planning and regulatory strategies to mitigate downstream natural hazards.

Note: Watershed planning related to natural hazards is a Category 1 program.

Financial Information

Watershed & Subwatershed Strategies & Projects	Year 2023
Total Program Cost	\$320,716
Federal/Provincial Contribution	\$299,316
Self-Generated Revenue	\$0
Total Municipal Apportionment for this program	\$21,400
Municipality of Huron East Apportionment	\$993

SERVICE AREA: ENVIRONMENTAL MONITORING AND RESEARCH

Program Description: Groundwater and surface water sites are monitored for a variety of indicators to support flood forecast and warning, low water response, watershed report cards, watershed plans, and stewardship project prioritization. Service Area 2 provides significant information to help guide municipal decision making and implement their legislated responsibilities. The program is a partnership of the municipal, provincial and federal governments and community organizations.

Program Details: Surface water quality monitoring is completed at nine sites in West Perth, Bluewater, Central Huron, Lambton Shores, and North Middlesex (in addition to Provincial Water Quality Monitoring Network), Lake Huron nearshore water monitoring at area beaches, edge-of-field monitoring at Huronview Demonstration Farm near Clinton, benthic monitoring at

30 sites across the watersheds. When appropriate, staff will respond to local spills events at the request of Ministry of Environment, Conservation and Parks, municipalities and citizens.

The main method of reporting on local watershed conditions is through the Watershed Report Card. The ABCA watershed is divided into 16 subwatersheds. Measuring increases understanding of the watershed, focuses efforts and tracks progress. The next Watershed Report Card is scheduled to be released in 2027.

Municipalities and citizens can receive data on local water quality conditions upon request. For some programs, data are available on line.

Note: These monitoring sites are in addition to the Provincial Water Quality and Groundwater Monitoring Network that have sites in West Perth, Huron East, South Huron, Central Huron, Bluewater, Lucan Biddulph, Middlesex Centre and North Middlesex. Biomonitoring stations for fish and indicators of river health are located in all Municipalities.

Financial Information

Environmental Monitoring & Research	Year 2023
Total Program Cost	\$299,099
Federal/Provincial Contribution	\$172,748
Self-Generated Revenue	\$58,351
Total Municipal Apportionment for this program	\$68,000
Municipality of Huron East Apportionment	\$3,156

SERVICE AREA: WATERSHED STEWARDSHIP AND RESTORATION

Program Description: The stewardship and restoration program has three key components: one-on-one technical assistance to watershed landowners, connecting landowners with cost-share funding, and tree planting. Projects will reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change. The program is delivered throughout the watersheds. Projects benefit the site and downstream communities.

Program Details: Staff will work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore and enhance wetlands to

reduce flooding peaks and augment low flow, manage terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Staff apply for and manage external funding, promote private land stewardship, provide technical advice and project technical design assistance.

Coordinating the Watershed Stewardship and Restoration program with the Environmental Monitoring and Research program allows for stewardship project prioritization. Prioritizing projects connects landowners with additional cost-sharing funding to best meet the needs of the community, and the environment, and leverages the contributions of local funds with other programs.

Financial Information

Watershed Stewardship & Restoration	Year 2023
Total Program Cost	\$470,839
Federal/Provincial Contribution	\$90,046
Self-Generated Revenue	\$344,799
Total Municipal Apportionment for this program	\$35,994
Municipality of Huron East Apportionment	\$1,671

SERVICE AREA: CONSERVATION EDUCATION AND COMMUNITY OUTREACH

Program Description: Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds, ecosystems and conservation actions people can implement on their lands. Programs are linked to ABCA priorities.

Program Details: Staff provide curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips and through online learning.

Education and outreach programs and community events help achieve the objectives of the conservation authority. These programs are open to people of all ages.

Financial Information

Education & Outreach	Year 2023
Total Program Cost	\$172,836
Federal/Provincial Contribution	\$0
Self-Generated Revenue	\$93,899
Total Municipal Apportionment for this program	\$78,937
Municipality of Huron East Apportionment	\$3,664

The Corporation
of the
Municipality of Huron East
By-law No. 046 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 6th day of June, 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 6th day of June 2023.

Read a third time and finally passed this 6th day of June 2023.

Alvin McLellan, Deputy Mayor

Jessica Rudy, Clerk