



Municipality of Huron East
Council Agenda
Tuesday, July 18, 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 – July 4, 2023](#)

Page 4

- 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](#) re: Minutes from July 5, 2023
- 6.2** [Municipality of Wawa](#) re: Resolution Requesting the Government of Ontario to Maintain OHIP Coverage for Chronic Pain Treatments
- 6.3** [BluEarth Renewables & Stantec Consulting Ltd.](#) re: BluEarth Seaford Storage Project – Minor Transmission Facility Class Environmental Assessment

7. Public Meetings/Hearings and Delegations

- 7.1 Presentation:** Phil Beard, Maitland Valley Conservation Authority (MVCA) re: MVCA Activities

Page 21

- 7.2 Delegation:** David and Vanessa Schlumpf, Schlumpf Rentals Inc. re: Hydro Pole Relocation

Page 25

- 7.3 Committee of Adjustment Public Hearing** re: Minor Variance Applications MV06-2023 and MV07-2023

Page 28

8. Planning

- 8.1 Planning Report** re: Application for Zoning By-law Amendment: Z07-2023 (Removal of Holding Zone)

Page 38

9. Municipal Drains**10. Reports & Recommendations of Municipal Officers**

- 10.1 CLK-23-16**, September 19th Council Meeting

Page 41

- 10.2 FIN-23-06**, Amendment to Borrowing By-law 001-2023

Page 42

- 10.3 CBO-23-02**, 2023 Year to Date Building Report

Page 43

11. Correspondence**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

- 13.2 Requests by Members**

13.3 Notice of Motions**13.4 Announcements****14. Other Business****15. By-laws**

- 15.1 By-law 049-2023**, A By-law to Repeal By-law 91-2021, Being a By-law to Authorize a Funding Agreement with the Municipality of Morris-Turnberry for the Municipal Portion of the Brussels, Morris & Grey Community Centre Renovation

Page 50

- 15.2 By-law 050-2023**, A By-law to Authorize a Development Agreement with Christine Welsh for 649 Fishleigh Street, Brussels

Page 51

- 15.3 By-law 051-2023**, A By-law to Authorize an Agreement for the Rural Economic Development Program

Page 55

- 15.4 By-law 052-2023**, A By-law to Authorize a Submission of an Application to Ontario Infrastructure and Lands Corporation (OILC) for Financing Certain Ongoing Capital Works – BMGCC Renovation

Page 80

- 15.5 By-law 053-2023**, A By-law to Amend By-law 001-2023, A By-law to Authorize the Borrowing of Money

Page 88

16. Closed Session and Reporting Out**17. Confirmatory By-law**

- 17.1 By-law 054-2023**, A By-law to Confirm the Proceedings of Council

Page 89

18. Adjournment



**Municipality of Huron East Council Meeting Minutes
Council Chambers
72 Main Street South, Seaforth, ON
Tuesday, July 4, 2023**

Members Present:

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

Absent:

Mayor: Bernie MacLellan and Councillor Gloria Wilbee

Staff Present:

CAO Brad McRoberts and Clerk Jessica Rudy

Others Present:

Huron County Planner Shae Stoll

1. Call to Order and Opening Remarks

Deputy Mayor McLellan called the meeting to order at 6:01 p.m.

Deputy Mayor McLellan provided the following quote as part of his opening remarks, "You can't start a new chapter if you keep rereading the last one".

2. Land Acknowledgement

Deputy Mayor McLellan provided the land acknowledgement.

3. Confirmation of the Agenda

Moved by Councillor Fisher and Seconded by Councillor Diehl:

That the Agenda for the Regular Meeting of Council dated July 4, 2023 be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest

Councillor Steffler declared a conflict with Item 11.2, Seaforth Legion and Tanner Steffler Foundation re: Support for Six String Music and Seaforth Summerfest due to being the President and Founder of the Tanner Steffler Foundation.

5. Minutes of Previous Meeting

Moved by Councillor Chartrand and Seconded by Councillor Morrison:

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

5.1 Regular Meeting – June 20, 2023

Carried

6. Consent Agenda

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

Moved by Councillor Diehl and Seconded by Councillor Fisher:

That the Consent Agenda items be received for information and approved.

- Bluewater Recycling Association re: Board of Directors Meeting Highlights from June 2023
- Municipality of North Perth re: Vacant Building Official Positions
- Economic Development Committee re: Minutes from June 13, 2023
- Heritage Advisory Committee re: Minutes from March 14, 2023
- Heritage Advisory Committee re: Minutes from April 19, 2023

Carried

7. Public Meetings/Hearings and Delegations

8. Planning

8.1 Planner's Report re: Consent Application C37-2023

Huron County Planner Shae Stoll provided an overview of the application and property details and recommended the application for approval. A copy of the presentation is [appended](#) to the original minutes.

Moved by Councillor McGrath and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East acknowledge the report of Huron County Planner Shae Stoll, dated June 28, 2023 and has no objection to consent application C37-2023, provided the conditions, as outlined in the planning report, are met.

Carried

8.2 Planner's Report re: Minor Variance for Brussels Subdivision

Huron County Planner Shae Stoll provided an overview of the technical zoning issue associated with zoning by-law application Z06-2022 and recommended a minor variance be initiated to address the issue.

Moved by Councillor Morrison and Seconded by Councillor Newell:

That the Council of the Municipality of Huron East initiate a minor variance to address a technical zoning issue associated with Zoning By-law application Z06-2022.

Carried

9. Municipal Drains**10. Reports & Recommendations of Municipal Officers****10.1 CAO-23-19, BMGCC Renovation Update #2**

CAO Brad McRoberts provided an overview of the report and renovation progress and stated that the anticipated completion date is end of October 2023.

The report was received for information.

10.2 PW-23-06, Purchase of a New Sidewalk Trackless

CAO Brad McRoberts provided an overview of the report and tender process.

Moved by Councillor Diehl and Seconded by Councillor Newell:

That the Council of the Municipality of Huron East waive the procurement policy and authorize the purchase of a 2023 Sidewalk Trackless MT7 demonstration unit from Work Equipment Ltd. in the amount of \$149,900.00 (taxes excluded).

Carried

10.3 PW-23-07, Tender HE-06-2023, New Diesel Powered Articulated 4 Wheel Drive Loader

CAO Brad McRoberts provided an overview of the report and the tender process.

Moved by Councillor Diehl and Seconded by Councillor Fisher:

That the Council of the Municipality of Huron East accept the tender of Advance Construction Equipment in the amount of \$280,500.00 (plus HST) for the purchase of a new 2023 JCB4272X Diesel Powered Articulated 4 Wheel Drive Loader with a quick attached 10' plow blade;

And Further That the additional funding of \$45,437.36 be drawn from the allocation to the 2004 Tandem Truck replacement;

And Further That the Manager of Public Works' authorized limit to bid at a public auction for the 2004 Tandem Truck replacement be reduced from \$150,00 to \$104,000, inclusive of all applicable taxes and fees.

Carried

10.4 PW-23-08, Tender HE-08-2023 – One 3/4 Ton Pick Up Truck with Four-Wheel Drive and Extended Cab, Current Model Year

CAO Brad McRoberts provided an overview of the report and tender process, and confirmed that the tender was delivered to local dealerships.

Moved by Councillor Steffler and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East accept the tender of Huron Motor Products, in the amount of \$62,363.99 plus applicable taxes for one 3/4 ton Pick Up Truck, as tendered.

Carried

11. Correspondence

11.1 Ethel Minor Ball re: Significant Event Request for a Slo-Pitch Ball Tournament on August 25-27, 2023

Moved by Councillor Diehl and Seconded by Councillor Newell:

That the Council of the Municipality of Huron East declare the Ethel Minor Ball Slo-Pitch Ball Tournament being held on August 25-27, 2023 as a significant event.

Carried

11.2 Seaforth Legion and Tanner Steffler Foundation re: Support for Six String Music Fest and Summerfest

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That the Council of the Municipality of Huron East declare the Tanner Steffler Foundation's and Seaforth Legion's annual Six String Music Fest being held during the Seaforth Summerfest on July 22, 2023 as a significant event.

Carried [Conflict: J. Steffler]

12. Unfinished Business

13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

Deputy Mayor McLellan reported that the topic of emergency room closures and EMS response, was brought forward to Huron County Chief of Paramedic Services Jeff Horseman, as requested by Councillor Fisher, and it was clarified that emergency closures are difficult from an EMS perspective, however, staff locate vehicles to the best of their ability, and partner with surrounding areas, to ensure all areas are covered.

Deputy Mayor McLellan reported that the Request for Proposal (RFP) for the roundabout design on Airport Line and Highway 83 was awarded to B. M. Ross; the stoplight installation at the intersection in Blyth was awarded to Lavis Construction; and purchase of a backhoe and several trackless equipment pieces was approved.

Deputy Mayor McLellan noted that Huron County made a request regarding road gravel in ditches and Huron County Engineer Steve Lund reported that there have been investigations to remediate the amount of gravel in ditches however there are various factors which limit the ability to reduce the gravel being lost in the ditches such as mild winters and soft shoulders.

13.1.2 Other Boards/Committees or Meetings/Seminars

Councillor Dalton reported that the Winthrop Ball Park Committee received their regular donation from the Knights of Columbus and noted appreciation for their continued support.

13.2 Requests by Members

13.3 Notice of Motion

13.4 Announcements

Deputy Mayor McLellan congratulated staff on the positive feedback received for all of the Huron East Fire Department breakfasts.

Councillor Fisher announced that he had received several complaints in regards to the bi-weekly waste pick up from residents and Council responded with solutions for these complaints such as composting, washing bins, keeping bins outdoors and ensuring using the correct size.

Councillor Fisher reported that he has had several calls from residents who have requested that the siren at the fire hall be repaired as they see the siren as a public safety measure and requested that the Fire Chief investigate the repair of the siren.

14. Other Business

15. By-laws

16. Closed Session and Reporting Out

Moved by Councillor Morrison and Seconded by Councillor Fisher:

That a closed meeting of Council be held on Tuesday, July 4, 2023 at 6:45 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 June 20, 2023 Closed Session of Council Meeting Minutes

16.2 239(2)(b)(e), Personal matters about an identifiable individual and potential litigation in relation to an enforcement matter

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

Carried

Moved by Councillor McGrath and Seconded by Councillor Dalton:

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

Carried

Deputy Mayor McLellan reported out from the Closed Session that Council discussed an enforcement matter.

17. Confirmatory By-Law

Moved by Councillor Fisher and Seconded by Councillor McGrath:

That Be It Hereby Resolved that By-law 048-2023, a By-law to Confirm the Proceedings of Council, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

18. Adjournment

Moved by Councillor Diehl and Seconded by Councillor Chartrand:

The time now being 7:01 p.m. That the regular meeting adjourn until July 18, 2023 at 6:00 p.m.

Carried

Consent C37-2023

Subject Lands: Concession 11, Lot 19, Grey Ward, Municipality of Huron East.
(44096 Cranbrook Road)

Owner/Applicant: Terpstra Drying Inc. (Debora Terpstra)



1

Review

- Zoned AG1 and NE2 in Huron East Zoning By-Law
- Designated Agriculture and Natural Environment in Huron East Official Plan
- Huron East Official Plan Surplus Farm Residence Consent Policies

4

Subject Property



2




5

Purpose

New lot created under the surplus farm residence severance policies.

Severed land: approx. 2.5 acres (1 ha) consisting of a house, shed and storage barn

Retained land: approx. 97.5 acres (39.46 ha) of vacant farmland



3



6

Comments Received

- No concerns from staff or other agencies
- MVCA has no concerns with proposal

7

Recommendation

- Application is consistent with the PPS, conforms to the Huron County Official Plan and Huron East Official Plan and complies with the Huron East Zoning By-Law.
- Application C37-2023 is recommended for approval with the attached conditions

8

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 subject parcel be numbered and addressed for 911 purposes to the satisfaction of the Municipality.
5. The existing agricultural infrastructure (i.e. manure storage pit) be removed to the satisfaction of the municipality.

Survey/Reference Plan

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

Zoning

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

Drainage

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

Septic System

9. The Applicant to provide a letter from a licensed contractor advising that the septic tank on the severed parcel has been pumped and is functioning properly to the satisfaction of the Municipality.

Notes:

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

9

**Municipality of Huron East
Recreation Advisory Committee Meeting Minutes
Brussels, Morris, & Grey Community Centre
800 Sports Drive, Brussels, ON
Wednesday, July 5, 2023**

Members Present:

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

West Perth: Councillor Duck

Morris Turnberry: Deputy Mayor Freiburger

Staff Present:

CAO Brad McRoberts, Director of Community Services Lissa Berard, and Brussels, Morris & Grey Community Centre Facility Manager Abi Corbett

1. Call to Order and Adopt Agenda

Chair Diehl called the meeting to order at 6:00 p.m.

Moved by Councillor Steffler and Seconded by Councillor Chartrand:

That the agenda for the meeting dated July 5, 2023 be adopted.

Carried

2. Disclosure of Pecuniary Interest

None declared.

3. Approval of Minutes

Moved by Deputy Mayor Freiburger and Seconded by Councillor Steffler:

That the minutes for the May 30, 2023 meeting of the Recreation Advisory Committee be approved.

Carried

4. Strategic Initiatives

CAO Brad McRoberts provided a presentation to the Committee in creating a vision for the Committee and provided the definition, examples, components and perspectives.

The Committee brainstormed goals of the Committee, in three groups and used a ranking system to determine the priorities of the Committees based off defined goals. A

copy of the session outcomes is [appended](#) to the original minutes.

5. New Business

6. Adjournment

Moved by Councillor Dalton and Seconded by Georgina Reynolds:

The time now being 6:56 p.m.. That the regular meeting do adjourn.

Carried

Dianne Diehl, Chair

Brad McRoberts, Secretary

**Municipality of Huron East
Recreation Advisory Committee
Brainstorming Session Results July 5, 2023**

Mission <ul style="list-style-type: none"> • Sense of community • Safety • Wellness programs • Inclusive /diversity • Uniform • Welcome • Quality of life 	Vision <ul style="list-style-type: none"> • Uniformity • Age friendly • Enticing • Promotion/awareness/communication • Accessible • Affordable • Adaptive • Creative & leading • Partnership • Innovative • Local talents • Wellness
---	---

Goals

Votes: Orange 1st choice, Yellow 2nd choice, Pink 3rd choice

1. Better Communications <ul style="list-style-type: none"> • Platforms • Publications, brochure • To the public, new residents • Within the Municipality, sharing programs <p>Orange – 10 Yellow – 1 Pink - 2</p>	2. Unifying Programs & Facilities <ul style="list-style-type: none"> • Central booking • Community spaces operate the same <p>Orange – 9 Yellow – 2 Pink – 1</p>
3. Child Care Solutions <ul style="list-style-type: none"> • Before and after school programs • Day camps <p>Orange – 7 Yellow – 0 Pink – 5</p>	4. Seniors <ul style="list-style-type: none"> • Work on programs <p>Orange – 4 Yellow – 4 Pink - 2</p>

<p>5. Community Partnerships</p> <ul style="list-style-type: none"> • Churches • Service groups • Local talent • Legions • Community Centers • Collaboration <p>Orange – 0 Yellow – 13 Pink - 0</p>	<p>6. Quality safe well maintained facilities</p> <p>Orange – 2 Yellow – 9 Pink - 0</p>
<p>7. Better use of outdoor space</p> <ul style="list-style-type: none"> • Parks • Ball diamonds • Green spaces • Soccer fields <p>Orange – 0 Yellow – 2 Pink - 8</p>	<p>8. Access</p> <ul style="list-style-type: none"> • Accessibility getting to programs and facilities <p>Orange – 0 Yellow -1 Pink - 11</p>
<p>9. Other</p> <ul style="list-style-type: none"> • Diversity youth/adult program co-exist • Wellness initiatives, mental health <p>These items were not voted on.</p>	


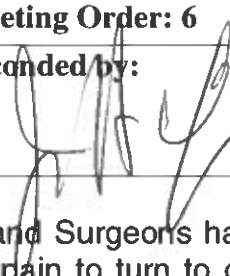


The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, June 20, 2023

Resolution # RC23163	Meeting Order: 6
Moved by: 	Seconded by: 

WHEREAS the Ontario College of Physicians and Surgeons has made a decision that will lead more people who suffer from chronic pain to turn to opioids to alleviate their pain and;

WHEREAS the College is targeting community pain clinics by requiring the use of ultrasound technology in the administration of nerve block injections by licensed physicians. This requirement will increase the time it takes to administer the nerve block and, therefore, reduce the number of patients a physician can see in a day and;

WHEREAS the Ontario Health Insurance Plan (OHIP) is proposing to reduce coverage for several vital healthcare services, including a drastic reduction in the number and frequency of nerve block injections a patient can receive and;

WHEREAS these changes have been proposed without any consultation with pain management medical professionals or with their patients and;

WHEREAS this cut will force chronic pain clinics to shut down, putting a greater strain on family physicians and emergency rooms and;

WHEREAS with the reduction in the number of nerve blocks being administered, many patients, looking for pain relief, will turn to overcrowded emergency rooms, opioid prescriptions from doctors or opioid street drugs;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Wawa is requesting that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario;

p.2....



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND FURTHERMORE THAT a copy of the resolution be forwarded to all Municipalities of Ontario, local MPs and MPPs, Premier Doug Ford, the Minister of Health, Associate Minister of Mental Health and Addictions and the Association of Municipalities of Ontario.

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL



Stantec Consulting Ltd.
100-300 Hagey Boulevard
Waterloo, ON N2L 0A4



July 13, 2023

File: 160901078

Attention: Raymond Chartrand, Councillor
Municipality of Huron East

rchartrand@huroneast.com

Sent Via Email

Dear Raymond Chartrand

**Reference: BluEarth Seaforth Storage Project – Minor Transmission Facility
Class Environmental Assessment**

BluEarth Renewables Inc. (BluEarth) is initiating a Class Environmental Assessment for Minor Transmission Facilitiesⁱ (Class EA) for the Seaforth Storage Project ("the Project"), with Stantec Consulting Ltd. acting as BluEarth's consultant.

The Project is a proposed battery storage facility with a capacity of 200 Megawatts (MW) in Seaforth, within the Municipality of Huron East, Ontario. The property is located on Maple Line and is in close proximity to an existing Hydro One Networks Inc. transmission line to the west as shown on the attached map (the "Project Location").

The Project is subject to the Class EA in accordance with the Ontario *Environmental Assessment Act*. The Class EA is a streamlined process for transmission projects anticipated to have a predictable range of environmental effects that can feasibly be mitigated with protection measures in place.

As per Section 2.2 of the MTF Class EA, projects "consisting—entirely or in part—of a new or expanded (requiring the acquisition of land) transmission station" are subject to the Class EA process. The Class EA defines the purpose of a transformer station as:

- To transform electrical energy from a transmission voltage (equal to or greater than 115 Kilovolts (kV)) to a sub-transmission or distribution voltage (less than 115 kV) for distribution to low voltage customers; and
- To transform electrical energy from one transmission voltage to a lower transmission voltage, or vice versa, to interconnect parts of Ontario's electricity transmission system to improve the system's capability and/or reliability.

The Class EA process contains screening provisions that may apply to this Project. Subject to the outcome of the Class EA process, construction is proposed to begin Summer 2025 with a planned in-service date of Spring 2026.

July 13, 2023
Attention: Raymond Chartrand, Councillor
Page 2 of 2

Reference: BluEarth Seaforth Storage Project – Minor Transmission Facility Class Environmental Assessment

We welcome your comments and feedback regarding the planned Project. If you have any questions, or would like additional information about this Project, please do not hesitate to contact the undersigned or alternatively, contact the Project team directly at projects@bluearth.ca. You can also, visit BluEarth's website at **www.bluearthrenewables.com/projects/seaforth-storage-project**. Your input on this Project is valued and would be appreciated before August 14, 2023. Information regarding the *Freedom of Information and Protection of Privacy Act*ⁱⁱ can be viewed below.

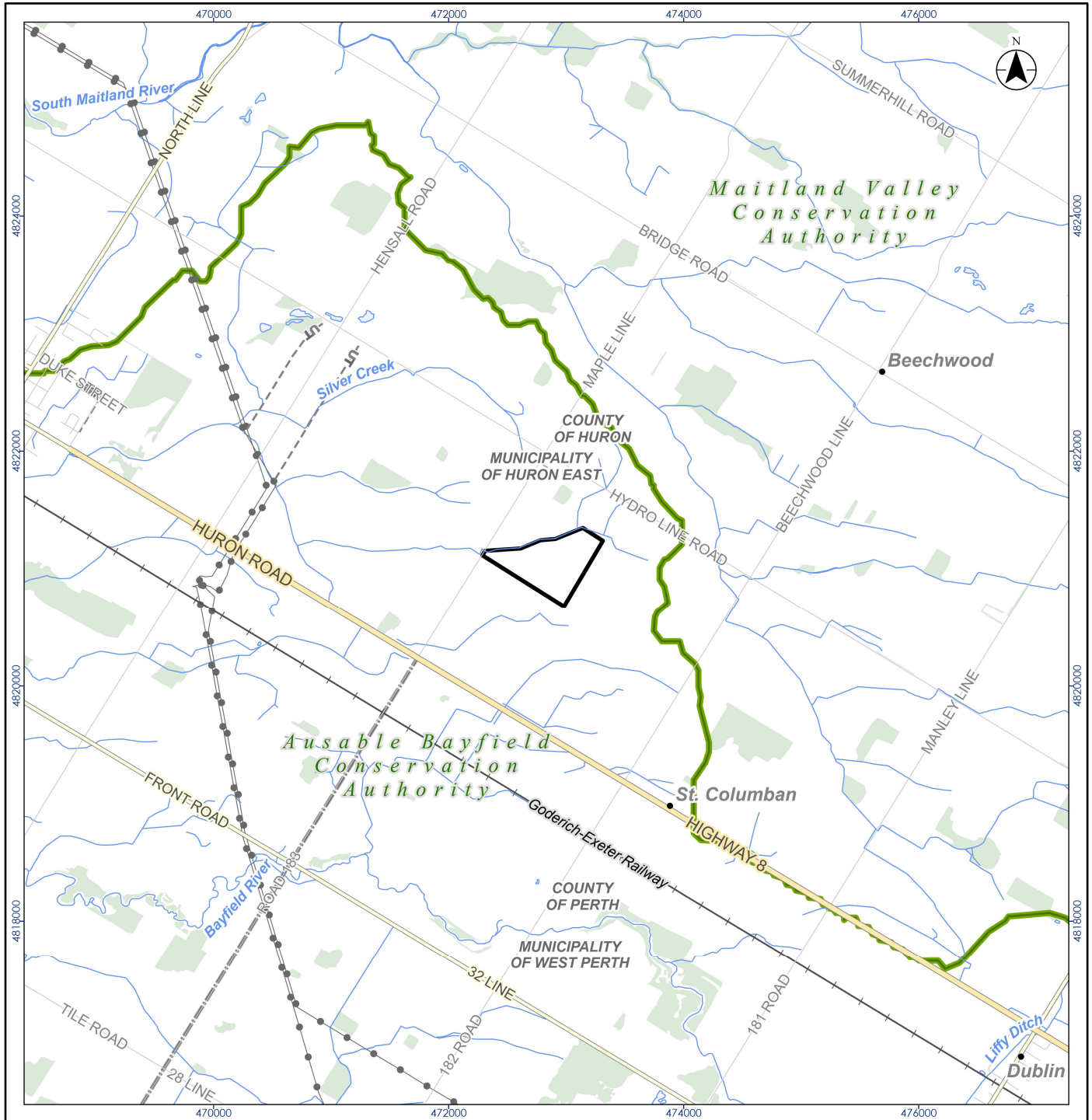
Regards,

Leslie Greener B.Sc., EP
Stantec Consulting Ltd
Associate, Environmental Assessment Planner
Phone: 519-585-7273
leslie.greener@stantec.com
Attachment: Figure 1 Site Location

Ashley Rieseberg M.Sc.
BluEarth
Senior Regulatory and Environmental Specialist
Phone: 368-999-7079
ashley.rieseberg@bluearth.ca

ⁱ Hydro One Networks Inc. 2022. Class Environmental Assessment for Minor Transmission Facilities. Available online at: <https://www.hydroone.com/abouthydroone/CorporateInformation/majorprojects/classenvironmentalassessmentforminortransmissionfacilities/Documents/Class%20EA%20for%20Minor%20Transmission%20Facilities.pdf>.

ⁱⁱ All personal information included in a submission – such as name, address, telephone number and property location – is collected, maintained and disclosed by the Ministry of the Environment, Conservation and Parks for the purpose of transparency and consultation. The information is collected under the authority of the Environmental Assessment Act or is collected and maintained for the purpose of creating a record that is available to the general public as described in s. 37 of the Freedom of Information and Protection of Privacy Act. Personal information you submit will become part of a public record that is available to the general public unless you request that your personal information remain confidential. For more information, please contact the Ministry of the Environment, Conservation and Parks' Freedom of Information and Privacy Coordinator at foi.mecp@ontario.ca.



Notes

1. Coordinate System: NAD 1983 UTM Zone 17N
2. Base features produced under license with the Ontario Ministry of Natural Resources and Forestry © King's Printer for Ontario, 2023.

Legend

- Project Area
- Hydro Line
- Unknown Transmission Line
- Watercourse (Intermittent)
- Watercourse (Permanent)
- Waterbody
- Wooded Area

0 500 1,000
metres
1:50,000 (at original document size of 8.5x11)



Project Location
Municipality of Huron East
Client/Project
BLUEARTH RENEWABLES INC.
BATTERY ENERGY STORAGE SYSTEM
MTF CLASS EA
160901082 REV1
Prepared by bfonseca on 2023-07-12
Technical Review by AW on 2023-06-29

Figure No.
1

**Seaforth Storage Project
Project Location**

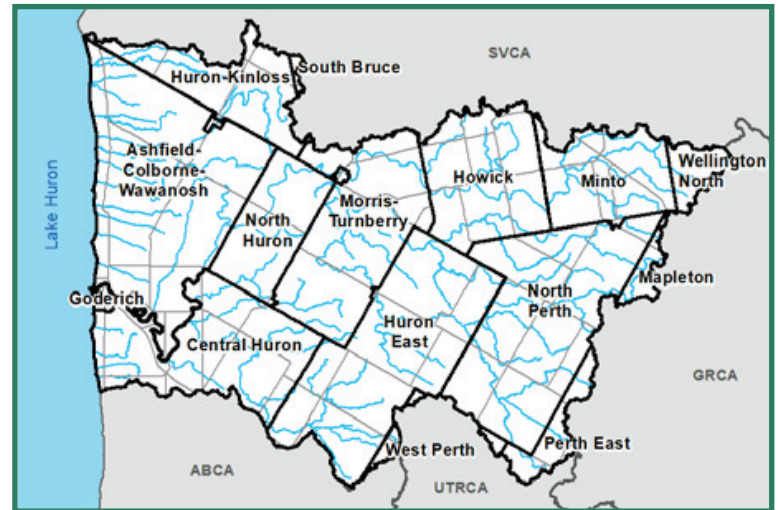
Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.



July 2023

Working for a healthy environment!

PROGRESS REPORT



MISSION

Maitland Conservation is working to protect and enhance water, forests and soils in the Maitland and Nine Mile River watersheds.

BACKGROUND

Maitland Conservation is jointly governed by its member municipalities.

Conservation Authorities are established by the provincial government at the request of municipalities. The activities of Maitland Conservation are driven by municipalities, landowners and community partners.

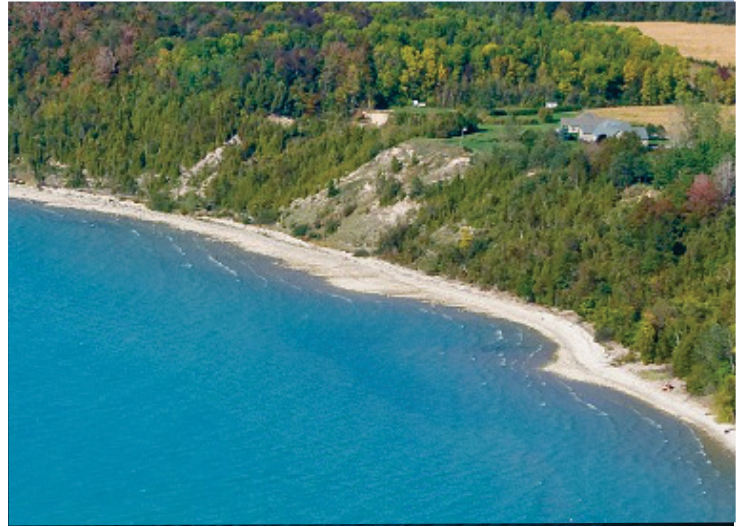
We are committed to providing effective community-based conservation services in a cost efficient manner.

519 335 3557 | maitland@mvca.on.ca | mvca.on.ca

COASTAL RESILIENCY PROJECT

Project to update to Shoreline Hazard Mapping is nearing completion. This project has provided an improved understanding of the state of the shoreline and coastal processes. The mapping is posted on the Maitland Conservation website at mvca.on.ca.

Two public workshops are planned for this summer to discuss the challenges facing the shoreline and to build an understanding of the values of shoreline stakeholders. The workshops are part of an initiative to explore ways to improve the resiliency of the coast to the changing climate. The goal is to connect with the shoreline community to consider what a healthier, less hazardous shoreline could look like in the future.



FOREST HEALTH ASSESSMENT

A three-year intensive study of forest health was completed this spring.

Key outcomes include:

- Local forest health is at risk.
- Our forests are losing resiliency.
- 20 % of standing trees were found to be dead during survey. This level of mortality will substantially lower the overall health and resilience of our remaining forests.
- The key disturbances in the woods are:
Invasive pests like Emerald Ash Borer and Beech Bark Disease
Invasive plants like buckthorn, garlic mustard and periwinkle
Woodlot management and wind events (climate change).

The next step is to work with our partners to evaluate how we manage and steward local forests to determine how we can improve their health.





RESTORING NATURE'S PLACE

Stewardship Activities

- 43 tree planting projects completed and inspected.
- 26,225 trees planted by landowners and Maitland Conservation's tree planting services.
- 51 acres of river valley and floodplain land restored through planting. Three km of windbreaks and four km of stream buffers planted.
- Tree survival assessments completed at project sites.
- 70 new applications initiated and approved through the Huron Clean Water Project and Wellington Rural Water Quality Program.
- Two Environment and Climate Change Canada funded dam removal projects underway.

Rural Stormwater Management

- Two erosion control projects initiated
- Healthy Lake Huron municipal drain tour held for engineers and drainage superintendents
- Over 100 spring cover crop residue checks completed for the Huron Clean Water Project and Cover Crop Leaders Program. Working with 67 landowners on cover crop projects involving over 6,600 acres.

Healthy Watersheds Programming

- 40 landowners participated in three focus groups. Peer-to-peer cover crop mentoring initiative underway.

HEALTHY WATERSHEDS, PEOPLE and WILDLIFE

An integrated approach to health is needed to reduce the risk of future infectious disease outbreaks. This means both recognizing the connections between the health of the environment, people, wildlife and livestock and seeking integrated solutions to the issues impacting their health. Staff have recently been involved in numerous discussions with partner agencies (OMAFRA, Healthy Lake Huron and the Wildlife Conservation Society Canada) about this concept. The WCS has developed a proposal for identifying how this approach could be implemented on a watershed basis and they would like to use the Maitland watershed as the focus area for this study.

FLOOD & EROSION SAFETY SERVICES

These services help municipalities reduce the potential for damage to development and land in areas prone to flooding and erosion.

- On-going maintenance of rain gauges and stream gauging stations. Monitoring of weather and gauge data 24 hours a day / 7 days a week. Messages issued for 5 events.
- RFP process for North Perth floodplain mapping project completed.
- Molesworth and Harriston rain gauge stations relocated.

Land Use Planning Support and Drainage Act Support

- Staff continue to respond to an elevated number of inquiries relating to development, often in unsafe areas. To date this year 85 permissions have been issued, 10 drain reviews completed, comments provided on 36 planning inquiries and 145 additional development and planning inquiries dealt with.

CONSERVATION AREAS

Wawanosh Valley - demolition of barn and shed structures set for October. Nine bat houses constructed and installed. Bat survey work being undertaken by the Toronto Zoo in July.

Brussels - severance conditionally approved. Well at site decommissioned.

Turnberry Floodplain - building demolition completed.

Galbraith - draft lease agreement with the Town of North Perth expected to be finalized in July.

Saratoga & Stapleton - gates and barrier posts installed to restrict ATV access.

Falls Reserve - camping season in full swing. Accessibility renovations to day-use area washroom facility underway.

Wawanosh Park - 50 large stock trees planted to buffer pond.

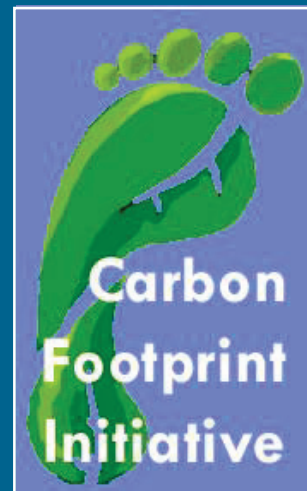


Falls Reserve C. A.

ADAPTING to the IMPACTS of a CHANGING CLIMATE

Carbon Footprint Initiative

Maitland Conservation is collaborating with local businesses, municipalities and counties to reduce the use of fossil fuels and to sequester carbon by planting trees and shrubs. At our Conservation Areas tree planting efforts continue. This spring 1,500 seedlings were planting at Wawanosh Valley Conservation Area. We're also continuing to transition the motor pool to electric vehicles.



Large bat house, Wawanosh Valley C. A.

Council Delegation Request

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

Delegation Requests must be received no later than 5:00 p.m. on the Wednesday preceding the Council Meeting.

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

Date of Council Meeting ***Name of Person(s) Making Presentation (Please include Title/Position, if applicable) *****Group/Organization Delegation Represents *****Full Mailing Address of Delegation(s) *****Phone Number *****Email Address ***

I got a building permit from huron east to rebuild an existing 6 plex in ethel.

However hydro one has come in and said this does not meet the new setback and is a safety concern.

they need to relocate 5 hydro poles

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

I am looking for help in regards to building permit I received from huron east, to rebuild an existing 6 plex.

this is a major conflict with hydro one.

they need to relocate 5 hydro poles at owners expense since building is within 4.8 meter hydro one setback.

\$ 116 000 plus or minus 50%

Thank you for your Delegation Request.

Please note that delegations are limited to ten (10) minutes to address Council. Groups are encouraged to appoint one or two spokespersons to address Council on behalf of the group.

If the delegation would like printed information provided to Council in advance of the meeting it must be either delivered to the Clerk by 5:00 p.m. on the Wednesday prior to the meeting or attached to this submission. This information will be placed on the Huron East Council Agenda and posted on the municipal website and is available to the public. Large submissions will be reviewed by the Clerk and included (or not) at his/her discretion. Delegates may be asked to provide multiple copies of a large document.

For further information on the procedure for appearing before Council as a Delegation, please contact the Clerk at 519-527-0160 ext. 37.

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

I acknowledge that all presentation material must be submitted to the Clerk's office by 5:00 p.m. on the Wednesday before the Council meeting date. *

☒ I agree

Council Meeting Date *

7/18/2023



Thank You

The Clerk of the Municipality will be contacting you to confirm receipt of this request.



Municipality of Huron East
Public Hearing Agenda
Tuesday, July 18, 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: MV06-2023 for 660 Turnberry Street, Brussels

Page 2

- Increase the lot coverage maximum for all accessory buildings from ten percent (10%) to twelve (12%)

4.2 [Planning Report](#) re: MV07-2023 for Plan 596, Blocks 34, 35 & 44, Brussels

Page 7

- Deem the longer lot line on Bryans Drive and Anderson Drive to be the front lot lines for each of the respective corner lots of the identified area.

- 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: July 12, 2023

Re: MV06-23 Minor Variance

Plan 192 N Part Lot 402, Brussels Ward, Municipality of Huron East

(660 Turnberry Street, Brussels)

Owner/Applicant: John Henry

Recommendation

It is recommended that minor variance amendment application MV06-23 be approved with the following conditions:

1. The variance approval is valid for a period of 18 months from the date of the Committee's decision.
2. That the proposed accessory building be constructed as per the sketch submitted with the application.
3. Stormwater runoff considerations from the new structure be addressed to satisfaction of Chief Building Official.

Purpose

The purpose of the Minor Variance is to permit an accessory building which will exceed the maximum lot coverage of all accessory buildings. The specific variance sought is to permit an increase in the lot coverage maximum for all accessory buildings from ten percent (10%) to twelve percent (12%). The property will not exceed the overall maximum lot coverage of 35% and will meet the minimum required landscaped open space of 30%.

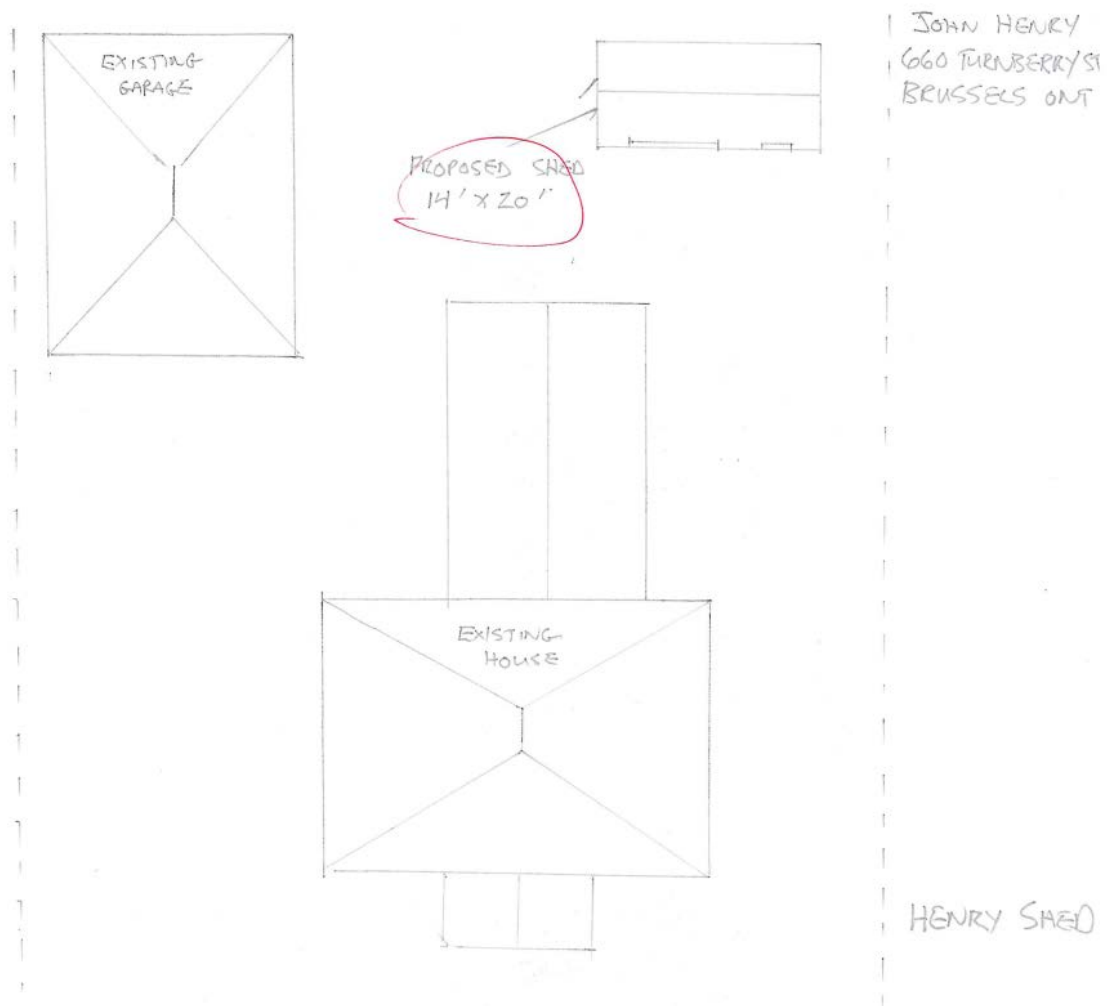
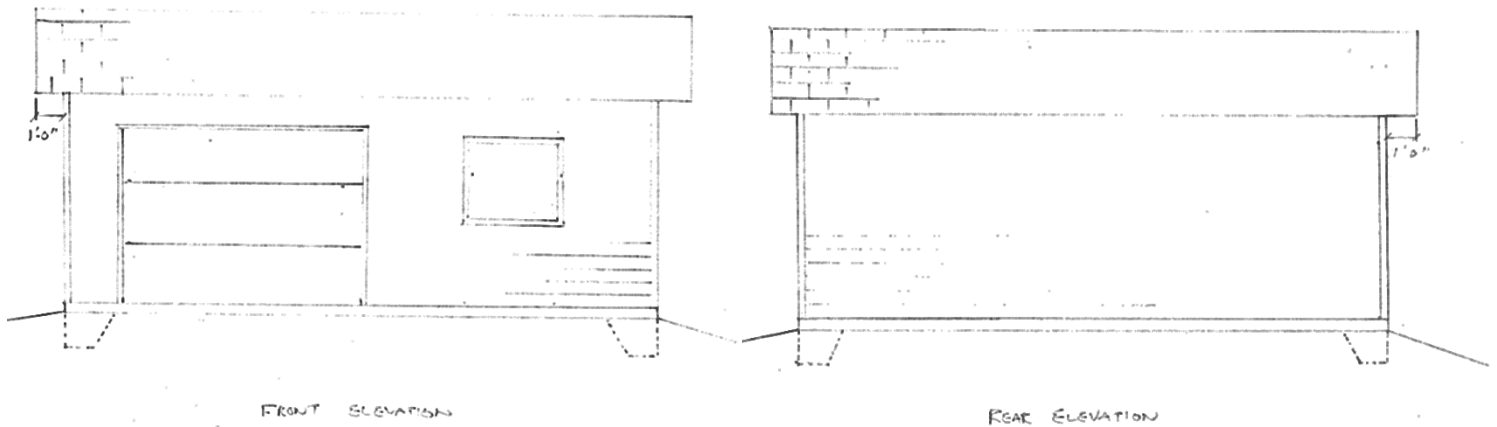
Figure 1. 2020 Air photo of the subject lands outlined in blue.**Figure 2. Minor Variance concept sketch submitted by applicant**

Figure 3. Elevation of Proposed Dwelling**Figure 4. Photograph of Subject Property looking towards north lot line showing proposed location of shed.****Comments Received**

No concerns were received from municipal staff or other agencies.

MV06- 23 Henry
July 12, 2023

A Section 59 Land Use Notice was required for this application due to the proximity of the Brussels wells. Sourcewater Protection Officials have no concerns with the proposed addition.

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 property subject to this variance is zoned Residential Low Density (R1) on key map 55 of the Huron East Zoning By-law and designated Residential in the Huron East Official Plan. The property is approximately 9240 square feet (858 square metres) in size and contains a single detached dwelling and one accessory building (single storey garage). The surrounding neighbourhood is characterized by low-density residential uses.

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

Meets the intent of the Huron East Official Plan

The subject lands are designated Residential in the Huron East Official Plan and are within the Primary Settlement Area of Brussels. Residential development, including uses accessory to a residence, are directed to Settlement Areas. The Huron East Official Plan Section 6.5.3 outlines several goals for Primary Settlement Areas such as Brussels, including the integration of new residential development into established neighborhoods. A detached accessory building such as a utility shed is considered a normal, permitted accessory use to a residence and continues to maintain the residential use of the property and surrounding neighborhood character. The proposed use of the shed is for personal use in conjunction with the residential use of the subject lands and meets the intent of the Huron East Official Plan.

Meets the intent of the Huron East Zoning By-law

The property is zoned R1 in the Huron East Zoning By-law, which allows for accessory structures. The proposal shown in Figure 2, otherwise meets the applicable Zoning By-Law provisions of the R1 zone such as overall lot coverage, landscaped open space and setbacks. The proposed accessory structure will not exceed the overall maximum lot coverage of 35% and will still maintain the required 30% landscaped open space. While the proposed addition does not require relief from the aforementioned provisions, the effect does increase the hardened surface of the property. As such, it is recommended a condition be attached that addresses additional stormwater runoff and mitigation measures for the new shed (i.e. addition of eavestroughs) to the satisfaction of the Chief Building Official. The increase in accessory building lot coverage from 10% to 12% is considered to maintain the intent of the Huron East Zoning By-Law.

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

The subject property is within the Settlement Area of Brussels and part of an established residential neighbourhood. The proposal to construct an accessory building is in keeping with similar accessory structures found throughout the neighbourhood. The proposed size of the shed is needed to meet the storage needs of the owner and requests a modest increase to the maximum lot coverage of all accessory

buildings. Any impact caused to drainage or runoff from the accessory building will be addressed through a condition of the variance. The proposed shed will still allow adequate access and maintenance of the property. The minor variance does not impede the compatibility or design of the surrounding neighborhood. Therefore, this application is considered desirable for the appropriate development of the lands and is minor in nature.

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

Site visit: July 11, 2023



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: July 12, 2023

Re: MV07-23 Minor Variance

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

Owner/Applicant: Municipality of Huron East

Recommendation

It is recommended that minor variance amendment application MV07-23 be approved.

Purpose

The purpose of the variance is to address a technical zoning issue associated with application Z06-2022. The variance seeks to deem the longer lot line on each of the four affected corner lots as the front lot line to permit adequate rowhouse design.

Figure 1. Aerial photo of the subject lands outlined in blue. Area to which this variance applies is shaded in red.



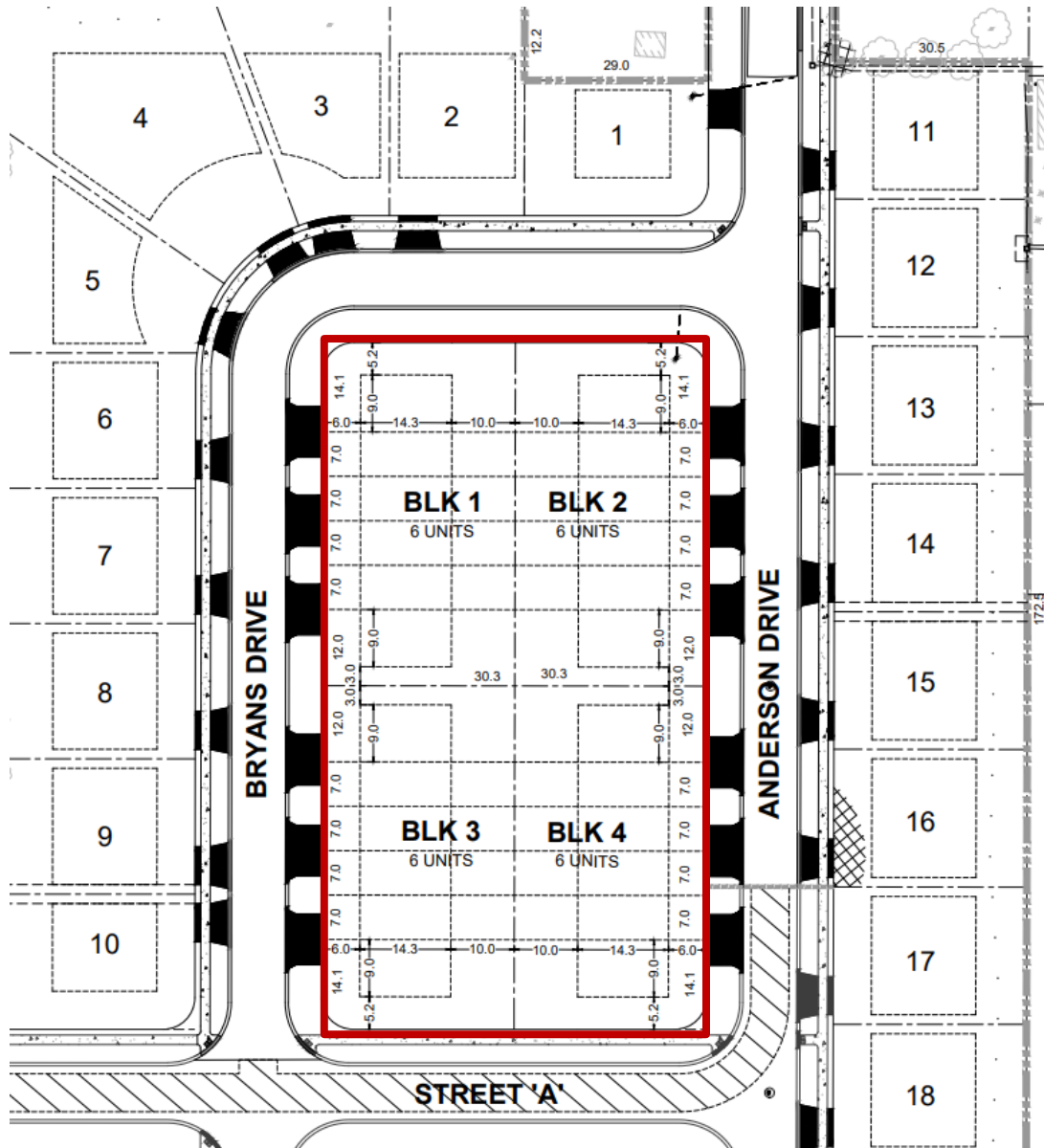
Figure 2. Lots to which this Minor Variance applies outlined in red

Figure 3. Photographs of Subject Property**Comments Received**

No concerns were received from municipal staff or other agencies.

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 property is designated Residential in Schedule B of the Huron East Official Plan. The lands subject to this Minor Variance are zoned High Density Residential- Special Zone (R3-3) as a result of zoning application Z06-2022. Figures 1 and 2 depict the lands subject to this minor variance. The subject property is vacant and within the Primary Settlement Area of Brussels, the lands are also within an existing registered plan of subdivision. The subject lands are approximately 2.1 hectares (5.21 acres) in area and the area subject to the Minor Variance is 0.9 hectares (2.22 acres) in area, shown in figure 2.

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

Meets the intent of the Huron East Official Plan

The subject lands are designated Residential in the Huron East Official Plan and are within the Primary Settlement Area of Brussels. Residential development, including a variety of housing types catering to

varying needs such as rowhouse options, are directed to Settlement Areas. The Huron East Official Plan Section 6.4.2 outlines several goals and policies for intensification, including encouraging of new housing development and higher density development into Primary Settlement Areas to make most efficient use of the land. Section 6.4.4 encourages the establishment of affordable housing in a full range of housing forms and types, the lots in question are intended to accommodate higher density residential development such as rowhouses. The proposal meets the intent of the Huron East Official Plan.

Meets the intent of the Huron East Zoning By-law

The property is zoned R3-3 in the Huron East Zoning By-law, which allows for multiple unit dwellings and rowhouse dwellings. Application Z06-2022 amended the previous zoning on the subject property to permit higher density development including six-unit rowhouse dwellings. Each of the four associated blocks are corner lots with frontage on two streets. The Huron Easts Zoning By-Law deems the shorter of the two lot lines to be the front lot line. This presents design constraint in rowhouse design on the associated lots related to the rear yard requirement. The proposal to deem the longer of the two lot lines (Bryans Drive and Anderson Drive) as the front lot line for each of the associated lots, will address this design constraint and allow for more efficient rowhouse design. This will allow future rowhouse development to be oriented as intended by the previous rezoning application (shown in figure 2), providing a sufficient rear yard for each unit. The proposal maintains the intent of the Zoning By-Law.

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

The minor variance will address a minor zoning issue associated with the previous rezoning application and allow for adequate rowhouse design which has been identified as the intended use of the lots in zoning application Z06-22. The variance addresses a minor technicality in the definition of a front lot line for a corner lot and does not alter the intention of the zoning. Therefore, this application is considered desirable for the appropriate development of the lands and is minor in nature.

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

Site visit: July 11, 2023

To: Municipality of Huron East, Mayor and Members of Council
 From: Shae Stoll, Planner
 Date: July 12, 2023

Re: **Application for Zoning By-law Amendment: Z07-2023**
 Plan 191, Part lot Y Part; Halliday Street and Registered Plan 22R5573, Part 1
Applicant/Owner: Bruce & Rhonda Fisher

Recommendation

It is recommended that zoning by-law amendment application Z07-2023 be **approved**.

Purpose

The purpose of this By-law is to remove the Holding Zone which currently applies to the property to allow for the sale of the property to be used for residential development.

Figure 1: Location of Proposed Zone Change (Excerpt from Zone Map 55)

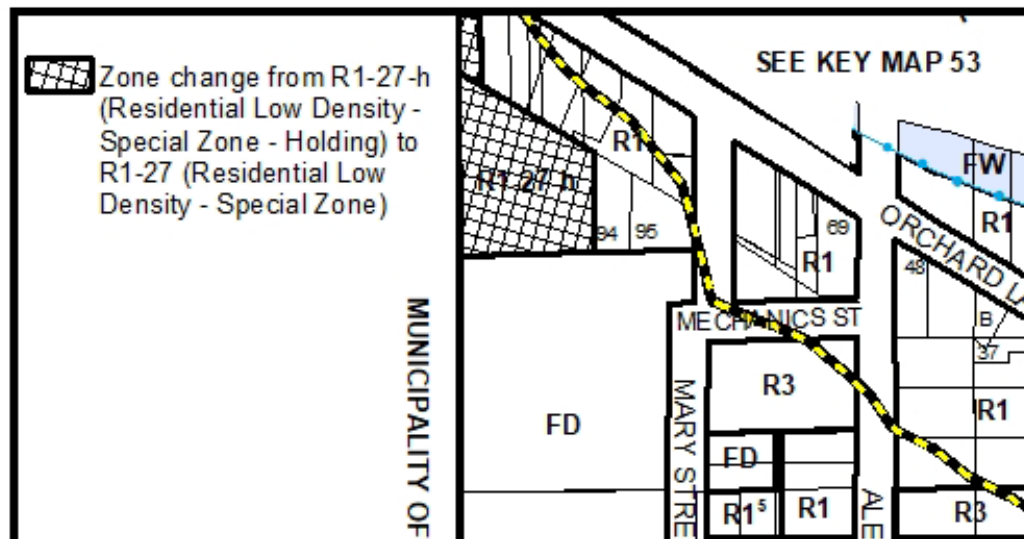


Figure 2 Aerial photo of subject property (outlined in blue) with approximate location of storm sewer easement shaded in orange.



Review

The subject property is designated Residential in the Huron East Official Plan and currently zoned Residential Low Density Special Zone with a Holding Zone (R1-27-h) on key map 55 of the Huron East Zoning By-Law.

The subject property was rezoned in July of 2006 to R1-27-h. The special zoning on the property recognized the deficient frontage of the property. The property is also subject to a 40-foot storm sewer easement along the west side of the property. The holding zone symbol was placed on the lands to indicate that development is not possible until such time that the unopened Halliday Street road allowance was closed and deeded to the property owner. Halliday Street was closed and the westerly half conveyed to the owner in 2008, the updated survey indicating such is attached with this report. As a result of the deeded road allowance, the property now has access to Orchard Lane; as such, the holding zone can be removed from the property pursuant to Section 36 of the Planning Act.

As a result, it is recommended that application Z07-2023 be approved.

Others Consulted

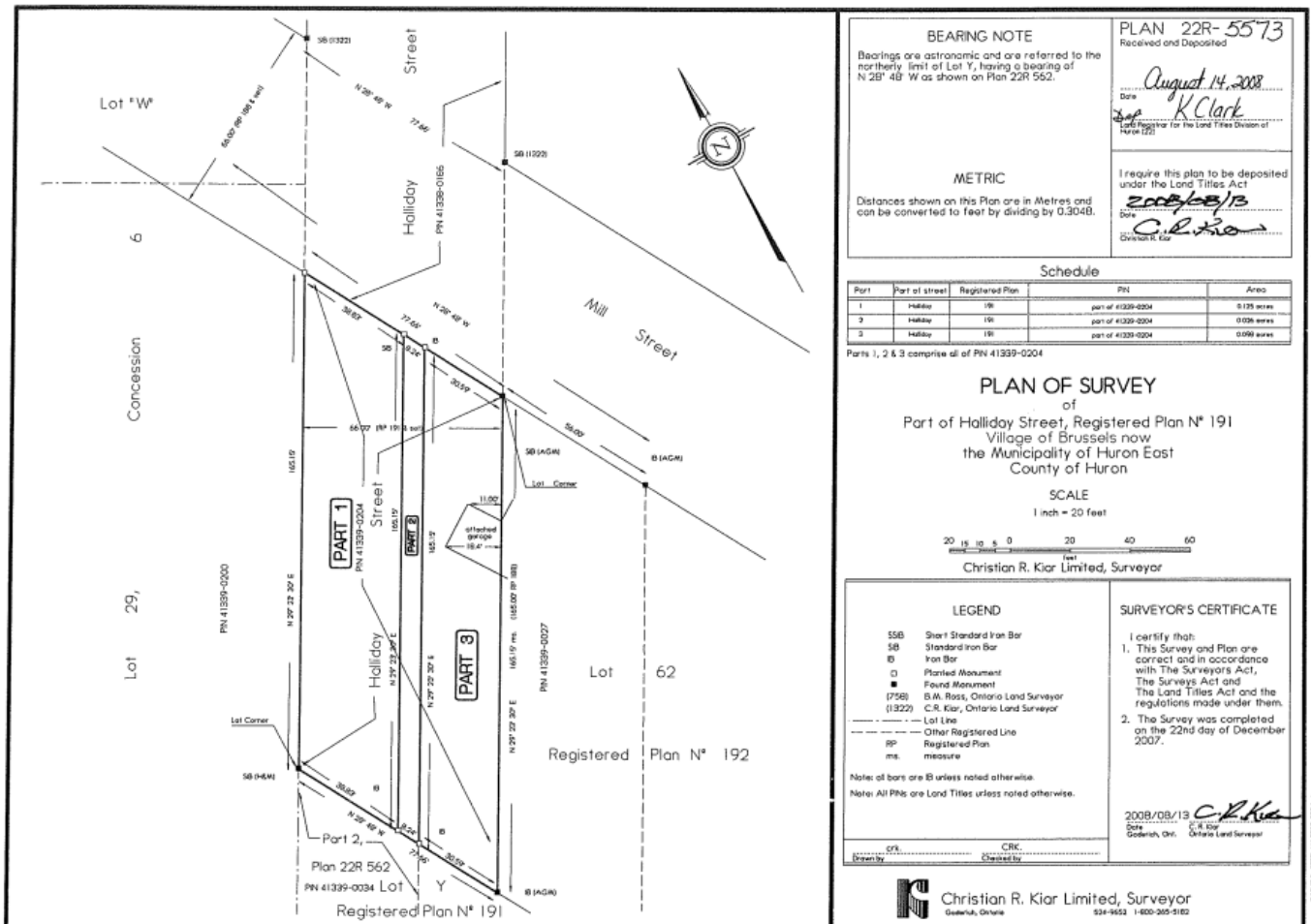
Municipal staff have no concerns with the proposed rezoning.

Sincerely,
'Original signed by'

Shae Stoll

Appendix

Survey showing closed and deeded road allowance.



**Huron East
Administration**

To: Mayor MacLellan and Members of Council
From: Jessica Rudy, Clerk
Date: July 18, 2023
Subject: September 19th Council Meeting

Recommendation:

That the Council of the Municipality of Huron East direct staff to cancel or change the start time of the regular Council meeting on September 19, 2023 to 4:30 p.m.

Background:

When the 2023 Schedule of Meetings was approved on November 15, 2022 it was advised that Council would prefer to hold the September 19, 2023 meeting in Brussels, following the opening ceremonies of the Brussels Fall Fair.

At the time of approval, staff and Council were under the impression that the renovations to the Brussels, Morris & Grey Community Centre (BMGCC) would be completed and the meeting could be held in the newly renovated building. Currently the renovation completion is not anticipated until the end of October or early November.

Since the September 19th Council meeting conflicts with the Brussels Fall Fair, and poses potential quorum issues, staff are recommending that Council either cancel the meeting or move the start time to 4:30 p.m. and that it remain in Town Hall Council Chambers.

The earlier start time would accommodate the opening ceremonies scheduled for 7:00 p.m., however, it is worth noting that the exhibition is scheduled for 6:00 p.m. and the dinner is slotted to begin 5:30 p.m.

In a future report to Council regarding the 2024 Schedule of Meetings staff will be proposing that the second September meeting in 2024 be held at the BMGCC.

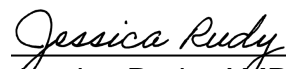
Others Consulted:

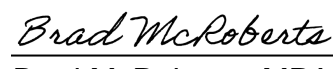
CAO

Financial Impacts:

N/A

Signatures:


Jessica Rudy, AMP, Clerk


Brad McRoberts, MPA, P. Eng., CAO

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Stacy Grenier, Director of Finance/Treasurer
Date: July 18, 2023
Subject: Amendment to Borrowing By-law 001-2023

Recommendation:

That the Council of the Municipality of Huron East receive this report for information purposes.

Background:

Huron East provides a high level of service to its residents, and it was evident throughout the budget process that it is important to Council that we maintain this level.

As included in the approved 2023 budget, specific capital expenditures are to be financed for the short term. In order to meet this requirement, an amendment to the borrowing By-law has been prepared to increase the amount by \$1,000,000. This will provide Huron East with sufficient funds available to move forward with the projects that are budgeted for this year and in future years.


Others Consulted:

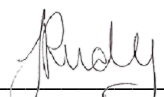
CAO

Financial Impacts:

The financial impacts are derived as per the approved budget.

Signatures:


Stacy Grenier, Director of Finance/Treasurer


Jessica Rudy, Acting CAO

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad Dietrich C.B.O.
Date: July 18, 2023
Subject: 2023 Year to Date Building Report

Recommendation:

For Information.

Report:

Attachment A to this report is the summary of 2023 permit activity for the period of January to June.

Others Consulted:

Cathy Garrick, Building Department Assistant

Jennette Zimmer, Building Official

Financial Impacts:

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

Attachments:

[Attachment A](#): January to June 2023 Permit Activity

Signatures:

Brad Dietrich, CBO

HURON EAST BUILDING PERMIT SUMMARY

	Number of Permits		2023 Value Month	Value Year to Date	Units Created	Units Lost	Building Permit Fees		Number of Permits		2022 Value Month	Value Year to Date	Units Created	Units Lost	Building Permit Fees
	Month	To Date							Month	To Date					
JANUARY	5	5	1,360,000	1,360,000	2	0	5,961.75		7	7	6,820,000	6,820,000	12	-	\$ 23,622.20
FEBRUARY	8	13	2,459,000	3,819,000	2	0	16,015.08		8	15	2,386,810	9,206,810	5	-	\$ 12,269.25
MARCH	19	32	4,534,200	8,353,200	0	1	27,590.00		22	37	4,888,000	14,094,810	4	-	\$ 30,694.70
APRIL	27	59	6,243,500	14,596,700	6	1	32,711.45		18	55	3,355,900	17,450,710	2	-	\$ 23,829.05
MAY	26	85	5,548,856	20,145,556	2	0	30,655.58		26	81	4,467,795	21,918,505	9	-	\$ 26,664.30
JUNE	15	100	2,862,500	23,008,056	5	0	15,873.60		33	114	8,027,800	29,946,305	4	1	\$ 43,085.90
JULY		100		23,008,056					27	141	13,530,500	43,476,805	7	7	\$ 35,649.30
AUGUST		100		23,008,056					14	155	6,589,075	50,065,880	11	-	\$ 29,784.90
SEPTEMBER		100		23,008,056					12	167	2,611,110	52,676,990	6	-	\$ 17,109.67
OCTOBER		100		23,008,056					11	178	2,330,000	55,006,990	2	-	\$ 13,237.85
NOVEMBER		100		23,008,056					12	190	3,154,000	58,160,990	9	2	\$ 19,671.90
DECEMBER		100		23,008,056					5	195	492,500	58,653,490	-	-	\$ 4,579.75
SUBTOTAL	100				17	2			195		58,653,490		71	10	
not issued yet/conditional															
Voided/withdrawn/cancelled															
skipped numbers	11								16 permits						
TOTAL	100		\$ 23,008,056		10		128,807.46		195	195	\$ 58,653,490		61		\$ 280,198.77

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

NOTE: Plumbing and Septic Permits are NOT included in this Building Permit Summary

Building Permit Fees Collected by Year

2020	2021	2022	2023
\$203,000	\$305,000	\$280,000	

PERMIT NUMBER	ISSUE DATE	OWNER NAME	PROPERTY ADDRESS	NUMBER OF UNITS	CONTRACTOR	description
BP-2023-001	2023-01-05	BUECKERT BERNHARD	210 TURNBERRY ST	0	BUECKERT BERNHARD	Construct an Accessory Building
BP-2023-002	2023-01-11	HEINMILLER DENELLE	324 ALEXANDER ST	1	DIONNE ANGIE	New Single Family Home Replacement Due to Fire
BP-2023-003	2023-01-16	ZACHARIAS JOHAN	43705 Adelaide Street	1	ZACHARIAS JOHAN	Construct a New Single Family Home
BP-2023-004	2023-01-18	MIDDLETON CHELSEA	75836 LONDON RD	0	OAK ANDY	Renovate House
BP-2023-006	2023-01-31	WHITE SAMUEL KEITH JOHN	570 ALEXANDER ST	0	WHITE SAMUEL KEITH JOHN	Construct a New Accessory Building
5 PERMITS ISSUED IN JANUARY				2		
BP-2023-005	2023-02-07	DEVIN MURRAY HOLDINGS INC	44250 BRIDGE RD	0	BOVEN MIKE	Construct a 100' addition to existing chicken barn
BP-2023-007	2023-02-08	SEAFORTH COMMUNITY HOSPITAL BD OF DIRECTORS	24 CENTENNIAL DR	0	SCHOONDERWOERD BROS.	Adding fire sprinklers throughout existing to complete
BP-2023-008	2023-02-16	WYNJA ROBERT	42582 CENTENIAL RD	0		CONSTRUCT A NEW DRIVE SHED WITH SHOP
BP-2023-009	2023-02-16	SMITH TROY ALEXANDER	44118 CARDIFF RD	0	SMITH TROY ALEXANDER	GARAGE ADDITION
BP-2023-010	2023-02-21	TRAILBLAZER HOMES LTD	44-46 ROBERTS STREET	2	DEKROON JOE	Construct a Semi Detached Dwelling
BP-2023-011	2023-02-21	1056061 ONTARIO INC	44042 HULLETT-MCKILLOP RD	0	WAECHTER JAKIE	CONSTRUCT 36-12 GRAIN BIN
BP-2023-012	2023-02-21	WEST VALLEY FARMS LTD	43646 CANADA COMPANY RD	0	C/O P & S TERPSTRA	CONSTRUCT A NEW 60' X 100' STORAGE
BP-2023-013	2023-02-23	1025343 ONTARIO INC	79 7TH AVE	0	GINGRICH ANDY	Install tanks with elevator leg
8 PERMITS ISSUED IN FEBRUARY				2		

PERMIT NUMBER	ISSUE DATE	OWNER NAME	PROPERTY ADDRESS	NUMBER OF UNITS	CONTRACTOR	description
BP-2023-015	2023-03-02	HUNDT CHRISTOPHER	40259 MILL ROAD	0	GOERTZ DON	GRANARY
BP-2023-017	2023-03-06	MOYLAN JOHN	81088 BEECHWOOD LINE	0	COX SIGNS	Installation of a sign
BP-2023-024	2023-03-01	Terpstra Herman	44031 CARDIFF RD	0	TERPSTRA FARMS	Construct a New Hog Barn
BP-2023-025	2023-03-09	AVON MAITLAND DISTRICT SCHO	82 CHALK ST N	0	GOODMAN CHRIS	Install a 23.99 S.F. Sign
BP-2023-026	2023-03-13	K&E DECORTE	80560 DIVISION LINE	0	WAECHTER JAQUIE	CONSTRUCT 2 GRAIN STORAGE BINS
BP-2023-027	2023-03-13	FORBES KEVIN WILLIAM ADIN	74267 DIVISION LINE	0		Construct a Garage Addition
BP-2023-028	2023-03-15	BENDER SHELDON	44375 BRANDON ROAD	0	SELF	Construct a Detached Garage
BP-2023-029	2023-03-15	HUHTALA BREN	210 INDUSTRIAL PK	0	PASSMORE LUKE	construct a 40 Unit Self Storage Building
BP-2023-030	2023-03-15	DIBENEDETTO NATHAN ROCCO	83502 LIVINGSTON LINE	0	SELF	RENOVATIONS
BP-2023-031	2023-03-22	MURRAY ALLAN	44221 BRIDGE RD	0	MIKE BOVEN CARPENTRY	Construct a 18' Wide X 50' Lean-to
BP-2023-032	2023-03-22	HOGGART KURTIS	63 KIPPEN ROAD	-1	SELF	DEMOLISH HOUSE
BP-2023-033	2023-03-24	TERPSTRA GARY/TEXEL FARMS	44702 NEWRY RD	0	TERPSTRA GARY	GREENHOUSE
BP-2023-034	2023-03-27	WYNJA BRIAN	40321 CENTENNIAL RD	0	VANDERLAN CONSTRUCTION	60' X 300' BROILER BARN
BP-2023-035	2023-03-29	SCHLUMPF DAVID	85118 ETHEL LINE	6	SCHLUMPF DAVID	REBUILD A 2 STORY 6 PLEX
BP-2023-036	2023-03-29	KLASSEN ABRAM	280 TURNBERRY ST	0	SELF	BUILD A 20'X30' SHED
BP-2023-037	2023-03-29	DI BENEDETTO NATHAN	83502 LIVINGSTON LINE	0	SELF	BUILD A GARAGE
BP-2023-038	2023-03-30	JANZEN ABRAM FRIESEN	84320 MC NABB LINE	0	SELF	REPLACE SHOP
BP-2023-039	2023-03-30	TERPSTRA DEBBIE	45251 ST MICHAELS RD	0		CONSTRUCT A NEW SILO
BP-2023-040	2023-03-31	MELLOR TRAVIS	1 MAIN ST S	0	ROBINSON KYLE	LEANTO OFF OF EXISTING BUILDING
27 PERMITS (8 SKIPPED)=19 ISSUED IN MARCH				-1		

PERMIT NUMBER	ISSUE DATE	OWNER NAME	PROPERTY ADDRESS	NUMBER OF UNITS	CONTRACTOR	description
BP-2023-041	2023-04-03	VAN DIETEN GARRETT	42555 TILE ROAD	0	SELF	STORAGE SHED
BP-2023-042	2023-04-03	ALBRECHT LTD (FELIX)	45174 ST MICHAELS ROAD	0	SELF	STORAGE SHED
BP-2023-044	2023-04-05	WESTELAKEN BRIAN AND RUTH	72418 MORRISON LINE	0	SELF	STORAGE SHED
BP-2023-045	2023-04-11	VAN DYKE TEANNA	10 ANDREW COURT	0	CRESSMAN DALE	ROOF OVER EXISTING DECK/PATIO
BP-2023-046	2023-04-13	McCALLUM CHAD	43479 BLYTH ROAD	1	FRITZ STEVE	INSTALL MOBILE HOME AND ADDITION (ARU)
BP-2023-047	2023-04-17	DEKROON TONY	44424 LINE 34	0	SELF	DRIVE SHED 110' X 180'
BP-2023-048	2023-04-17	KREMPIEN JOEL	43654 LINE 34	0	SELF	CONSTRUCT 5600 SQ.FT. GARAGE
BP-2023-050	2023-04-18	BRUBACHER GLEN	44469 BRANDON ROAD	0	BRUBACHER CARPENTRY	DEMO ADDITION / REPLACE WITH LARGER
BP-2023-051	2023-04-18	JANMAAT RON	13 MAIN ST SOUTH	0	ARTECH SIGNS	SIGN PERMIT
BP-2023-052	2023-04-18	O'ROURKE DAVID	43504 OAK ROAD	1	SELF	3 CAR GARAGE WITH LIVING QUARTERS (ARU)
BP-2023-053	2023-04-19	WAMMES MARK	29 BRIARHILL ROAD	0	SELF	DETACHED GARAGE
BP-2023-055	2023-04-19	PETHICK ALICIA	45350 JAMESTOWN ROAD	1	R FARRISH CONST	SINGLE FAMILY HOME
BP-2023-056	2023-04-20	SCHLUMPF PROPERTY GROUP	84345 KENT LINE	1	FRIESEN HENRY	SINGLE FAMILY HOME
BP-2023-057	2023-04-20	HUNT JOSHUA	91 CARDNO STREET	-1	LUBNOW RESTORATION	DEMOLISH HOUSE DUE TO FIRE
BP-2023-058	2023-04-21	CARNOCHAN JARED	43866 HULLETT-McKILLOP RD	0	MIDDEGAAL POOLS	INGROUND POOL & POOL HOUSE
BP-2023-059	2023-04-20	McDONALD JOHN	84 McDONALD DRIVE	0	SELF	INGROUND POOL & POOL HOUSE
BP-2023-060	2023-04-20	VAESSEN NICKOLAS	77484 LONDON ROAD	0	LECOMTE CHRISTOPHE	INSTALL BILLBOARD SIGN
BP-2023-061	2023-04-21	JANMAAT RON	43359 SAWMILL ROAD	1	VAN HERK MARK	NEW SINGLE FAMILY HOME
BP-2023-062	2023-04-21	RIEGLING CHERYL	85946 BRUSSELS LINE	0	BLAKE CHRIS	STORAGE SHED
BP-2023-063	2023-04-24	REINSMA IAN	77279 KINBURN LINE	0	SELF	50 X 50 WORKSHOP
BP-2023-064	2023-04-25	SPEIRAN JEFF	84590 LIVINGSON LINE	0	SELF	BARN - BEEF CATTLE AND STORAGE
BP-2023-065	2023-04-25	STONEVIEW ACRES/STEEN	73757 ROAD 183	0	ALBRECHT JOHN	60 X 72 STORAGE SHED
BP-2023-066	2023-04-25	HUNDT JOHANNA/CHRIS	40259 MILL ROAD	0	RUETZ CHRIS	60 X 148 BARN ADDITION
BP-2023-067	2023-04-26	DEJONG MICHAEL	43065 CANADA COMPANY	0	SELF	REPLACE SUNPORCH
BP-2023-068	2023-04-28	TRAILBLAZER HOMES LTD	GODERICH STREET	0	ARTECH SIGNS	BILLBOARD SIGN FOR SUBDIVISION
BP-2023-069	2023-04-28	GREIDANUS MARY JANE, LEO	74821 MORRSION LINE	0	ELSHNER JAMES	REPLACE BARN WITH A SHED
BP-2023-070	2023-04-28	S&D ROBINSON FARMS (DAVID)	43815 SAWMILL ROAD	1	SELF	CONSTRUCT AN ICF HOUSE
30 PERMITS (3 SKIPPED)=27 ISSUED IN APRIL				5		

PERMIT NUMBER	ISSUE DATE	OWNER NAME	PROPERTY ADDRESS	NUMBER OF UNITS	CONTRACTOR	description
BP-2023-071	2023-05-17	FYFE ANDREW	55 ORCHARD LANE	0	SELF	DETACHED GARAGE
BP-2023-072	2023-05-01	EDGAR MATTHEW	44137B AMBERLEY ROAD	0	SELF	REPLACE ATTACHED GARAGE
BP-2023-073	2023-05-02	GUNTENSPERGER ADRIAN	43442 BRIDGE ROAD	1	SD CARPENTRY/DALE SCOTT	SINGLE FAMILY HOME
BP-2023-074	2023-05-02	DEJONG DARRELL	40319 MILL ROAD	0	SELF	30' X 50' STORAGE ADDITION
BP-2023-075	2023-05-02	MARTENS JOHAN	43583 FISCHER LINE	0	SELF	PREFAB STORAGE BUILDING
BP-2023-076	2023-05-04	GUBELMANN ERNST	42931 HULLETT-McKILLOP RD	0	MIKE BOVEN CARPENTRY	48' X 50' STORAGE BUILDING
BP-2023-077	2023-05-09	MARCY KEVIN	43630 WINTHROP ROAD	0	BAUMAN OSCAR	SHED
BP-2023-078	2023-05-10	AMDSB - ETHEL SCHOOL	84925 ETHEL LINE	0	AMDSB	LIGHTING & SAFETY UPGRADES
BP-2023-079	2023-05-10	SMITH KEVIN JAMES	76803 MORRISON LINE	0	JANSSENS CLIFF	40' x 56' BRIGHT SPAN BUILDING
BP-2023-080	2023-05-10	EVERGREEN HOLSTEINS INC	43984 BRANDON ROAD	0	OUDE VOSHAAR FRANK	ADDITION TO RESIDENCE
BP-2023-081	2023-05-11	WHEATLEY LARRY	43574 SUMMERHILL ROAD	0	BOERSMA HART	40' X 60' STORAGE BUILDING
BP-2023-082	2023-05-11	BOSMAN KRISTEN	43558 BRANDON ROAD	0	SAME	INSTALL A STEEL SHED
BP-2023-083	2023-05-11	TEN PAS HAYDEN	75 QUEENSBURY STREET	0	SAME	12' X 24' SHED
BP-2023-084	2023-05-17	ARTS FARMS LIMITED	80433 MAPLE LINE	0	FGC LTD	HOG FACILITY
BP-2023-085	2023-05-19	MCDONALD RICHARD	83396 BRUSSELS LINE	0	MCDONALD SCOTT	ADDITION TO RESIDENCE
BP-2023-086	2023-05-23	WHITE RANDALL	58-60 CYPRESS STREET	0	SELF	CONSTRUCT ROOF OVER EXISTING DECKS
BP-2023-087	2023-05-24	TSCHUDI PROPERTIES	44726 LINE 34	0	SELF	CONSTRUCT A COLD STORAGE BUILDING
BP-2023-088	2023-05-24	MARCREST HOLDINGS	45415 PERTH LINE 86	0	SELF	CONSTRUCT SHIPPING & RECEIVING ADDITION
BP-2023-089	2023-05-25	DIVJAK ANTHONY	255 PRINCESS STREET	0	SELF	TWO CAR GARAGE
BP-2023-090	2023-05-25	WOOD-SCHWARTZ CATHERINE	43 KRUSE DRIVE	0	SCHWARTZ DON	ABOVE GROUND POOL, FENCE AN DECK
BP-2023-091	2023-05-25	1510502 ONTARIO LTD/BILL GIBSON	77570 LONDON ROAD	0	TOP OUTDOOR INC	INSTALL A BILLBOARD SIGN
BP-2023-092	2023-05-25	MARTIN, DENNIS ROLAND	72540 LONDON ROAD	0	TOP OUTDOOR INC	INSTALL A BILLBOARD SIGN
BP-2023-093	2023-05-29	SCHLUMPF PROPERTY GROUP	43706 ADELAIDE ST	1	B&S CONSTRUCTION	NEW HOUSE
BP-2023-094	2023-05-31	WAECHTER DWAYNE	700 MAPLE STREET	0	SELF	NEW PATIO
BP-2023-095	2023-05-31	HENDERSON STEPHEN	3 BAYFIELD STREET	0	SELF	GARDEN SHED WITH COVERED SEATING AREA
BP-2023-096	2023-05-31	GERRETSEN FARMS LTD	42342 HYDRO LINE ROAD	0	VANDEN HEUVEL STRUCTURES	ADDITION TO STORAGE BUILDING
26 PERMITS ISSUED IN MAY				2		

PERMIT NUMBER	ISSUE DATE	OWNER NAME	PROPERTY ADDRESS	NUMBER OF UNITS	CONTRACTOR	description
BP-2023-097	2023-06-01	KNIGHT BRAD	771 ELIZABETH STREET	0	SKINNER JIM	ROOF OVER PATIO & ACCESSORY BUILDING
BP-2023-098	2023-06-01	FORBES KEVIN WILLIAM ADIN	74267 DIVISION LINE	0	RUGGED LUMBER CO	PORCH ADDITION
BP-2023-099	2023-06-01	HUNT JOSHUA	91 CARDNO STREET	1	HUNT JOSH	NEW SINGLE FAMILY HOME
BP-2023-100	2023-06-06	DOUG CHALMERS INC/THIESSEN ABRAM	44229 AMBERLEY ROAD	1	THIESSEN ABRAM	CONSTRUCT A TINY HOME TO BE INSTALLED OFF SITE
BP-2023-101	2023-06-07	HURON EAST SEAFORTH COMMUNITY DEV. TRUST	52 MAIN ST SOUTH	0	WICK DYLAN/VANDRIEL EXCAVATING	REPLACE EXISTING ACCESSIBILITY RAMP
BP-2023-102	2023-06-12	BRIDGE JASON	45375 DAVIES STREET	2	DONKERS HARRIS LTD	NEW SINGLE FAMILY HOME WITH MOTHER-IN-LAW SUITE
BP-2023-103	2023-06-13	KLAVIEW HOLSTEINS INC	74282 LONDON ROAD	0	SCHOONDERWOERD BROS.	ADDITION TO EXISTING BARN
BP-2023-104	2023-06-14	RILEY CLINT	54 GEORGE ST EAST	0	SELF	RENOVATE HOME
BP-2023-105	2023-06-19	TINY FOOTPRINT HOMES/BATKIN	43 1ST AVENUE	1	SELF	MANUFACTURE NEW HOME ON WHEELS
BP-2023-106	2023-06-27	BISHOP MIKE & KATHY	84856 McDONALD Line	0	SELF	BUILD 2 DECKS AT BACK OF HOUSE
BP-2023-107	2023-06-29	JM McDONALD LUMBER (JOHN)	226 TURNBERRY STREET	0	SELF	REPLACE SHED #4 WITH CONNECTING LINK
BP-2023-108	2023-06-28	ALBRECHT EMILY & JONATHAN	43082 STAFFA ROAD	0	ALBRECHT CONSTRUCTION	CONSTRUCT A 20' x 40' STORAGE SHELTER
BP-2023-109	2023-06-29	ARTS FARMS LIMITED (TYSON)	43486 HURON ROAD	0	FGC LTD	ADDITION TO EXISTING BARN
BP-2023-111	2023-06-30	ROCK TIM	81080 DIVISION LINE	0	SELF	CONSTRUCT A DECK
BP-2023-112	2023-06-30	GUNTENSPERGER DAIRY	43080 HYDRO LINE ROAD	0	MILDMAY TENT RENTALS	ERECT 2 TEMPORARY TENTS
15 PERMITS ISSUED IN JUNE				5		

The Corporation
of the
Municipality of Huron East
By-law No. 049 for 2023

Being a By-law to Repeal By-law 91-2021, Being a By-law to Authorize a Funding Agreement with the Municipality of Morris-Turnberry for the Municipal Portion of the Brussels, Morris & Grey Community Centre Renovation

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

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

And Whereas the Municipality entered into a funding agreement with the Municipality of Morris-Turnberry on November 16, 2021 for their municipal portion of the renovation for the Brussels, Morris & Grey Community Centre;

And Whereas the Municipality of Morris-Turnberry has issued the final payment in relation to the agreement

And Whereas the Agreement is considered terminated;

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

- 1. That By-law 91-2021 be hereby repealed.
- 2. That this By-law shall come into force and effect on the date of final passing thereof.

Read a first and second time this 18th day of July 2023.

Read a third time and finally passed this 18th day of July 2023.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

The Corporation
of The
Municipality of Huron East
By-law No. 050-2023

Being a By-law to Authorize the Execution of a
Development Agreement between Christine Welsh
and the Municipality of Huron East

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

And Whereas Section 9 of the Municipal Act, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas the Corporation of the Municipality of Huron East deems it advisable and necessary to enter into a Development Agreement with Christine Welsh for an extension of a watermain, in conjunction with Consent Application C73-2023 in Brussels Ontario;

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

- 1. That the Mayor and Clerk be and are hereby authorized and instructed to enter into a Development Agreement with Christine Welsh, a copy of which is attached hereto as Schedule “A”.
- 2. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 18th day of July 2023.

Read a third time and finally passed this 18th day of July 2023.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Municipality of Huron East
Development Agreement

This Agreement made on the day of , 2023.

Between:

Christine Welsh

Hereinafter called the “Developer”

and

The Corporation of the Municipality of Huron East

Hereinafter called the “Municipality”

Whereas the Developer of the land described in Schedule ‘A’ hereto attached, herein called the “said lands”, and has applied to the County of Huron for the creation of a new residential lot by Consent Application C30-2023;

And Whereas the County has required as a condition precedent to the approval of the said severance that the Developer enter into a Development Agreement with the Municipality;

And Whereas the Parties hereto deem it advisable that the construction and installation of services shall be in accordance with the provisions herein set out;

Now Therefore that in consideration of premises, other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, and the mutual covenants and undertakings herein contained, the parties hereto agree as follows:

1. **Municipal Water:**

The existing watermain does not extend down to the portion of Fishleigh Street, Brussels and will need to be extended.

The service will need to be extended in order to service any proposed development.

The Municipality will install and inspect the watermain extension construction and installation and install two water services and one sanitary service to the property line.

The developer will pay seventy percent (70%) of the project up to a maximum of thirty six thousand dollars Canadian (\$36,000).

The Municipality will pay the remaining thirty percent (30%).

The Municipality will continue to own, operate and maintain the watermain with the property owner being charged connection fees, water and sewage rates on a go forward basis.

2. **Security:**

The developer will pay thirty-six thousand dollars Canadian (\$36,000) to cover the project costs at the time of execution of this Agreement.

Upon completion of the project, seventy percent (70%) of project cost will be accessed up to a maximum of thirty-six thousand dollars Canadian (\$36,000).

3. **Notification:**

If any notice is required to be given by the Municipality to the Developer with respect to this Agreement, such notice shall be mailed or delivered to:

Christine Welsh
565 Mary Street
Box 371
Brussels, ON
N0G 1H0
Email: chrisdawn25@hotmail.com

Or such other address that the Developer has notified the Clerk in writing shall be deemed good and sufficient notice under the terms of this Agreement.

If any notice is required to be given by the Developer, it shall be mailed or delivered to:

Clerk
Municipality of Huron East
72 Main Street, South
Seaforth
N0K 1W0
Email: clerk@huroneast.com

It is declared and agreed, that this Agreement and covenants, provisions, conditions and schedules herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, or assigns of each of the parties hereto.

This Agreement signed, sealed and delivered this _____ day of _____, 2023.

In Witnesseth Whereof the Corporate Seals of the Develop and the Municipality have been affixed hereto, duly attested by the hands of their property officers in that behalf.

Witness

Christine Welsh

Witness Name

The Corporation of the Municipality of Huron East:

Bernie MacLellan, Mayor

Jessica Rudy, Clerk
We have the authority to bind the corporation

Schedule 'A'
Municipality of Huron East

Plan 197, LOT 602, S/T R174716
Municipal Address: 649 Fishleigh Street, Brussels, Ontario N0G 1H0
Brussels Ward
Municipality of Huron East

The Corporation
of the
Municipality of Huron East
By-law No. 051 for 2023

Being a By-law to Authorize an Agreement with the Rural
Economic Development Program through the Minister of
Agriculture, Food and Rural Affairs

Whereas the Municipal Act, S.O. 2001,c.25, as amended, s.5(3) provides that a municipal power, including a municipality’s capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do so otherwise;

And Whereas the Corporation of the Municipality of Huron East has submitted an application to the Ministry of Agriculture, Food and Rural Affairs under the Rural Economic Development Program to fund video and photo content to promote communities in Huron East;

And Whereas the Ontario Ministry of requires the Municipality to enter into an Agreement for funding under the Rural Economic Development Program;

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

- 1. That the Mayor and Clerk are hereby authorized to sign and execute an Agreement with His Majesty The King in Right of Ontario, as represented by the Minister of Agriculture, Food, and Rural Affairs attached here to as Schedule A.
- 2. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 18th day of July 2023.

Read a third time and finally passed this 18th day of July 2023.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

MUNICIPALITY OF HURON EAST

CRA # 108129628

(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,
Schedule "B" – Operational Requirements and Additional Provisions,
Schedule "C" – Project Description,
Schedule "D" – Financial Information,
Schedule "E" – Payments and Reports,
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

- (a) (a) It has read and understands the provisions contained in the entire Agreement;
- (b) (a) It will be bound by the terms and conditions in the entire Agreement;
- (c) (a) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) (i) Funding for the purposes of the *BPSAA* and the *PSSDA*;
- (e) (e) The Province is not responsible for managing or carrying out the Project; and
- (f) (e) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Alan Crawley
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Province pursuant to delegated authority.

MUNICIPALITY OF HURON EAST

Name: Bernie MacLellan
Title: Mayor

Date:

Name: Jessica Rudy
Title: Clerk

Date:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

A.1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the additional terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

“AGA” means the *Auditor General Act, 1990*

“Agreement” means this contract between the Province and the Recipient,

“Arm’s Length” has the same meaning as determined under the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Budget” means the budget attached to section D.2 of this Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is not open for business.

“Claim Submission Deadline” means the date or dates set out under section E.1 (b) of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

“Eligible Costs” means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

“Event of Default” has the meaning ascribed to it in section A.14.1 of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with His Majesty the King in Right of Ontario or one of His agencies.

“Final Report” means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

“FIPPA” means the *Ontario Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

“Holdback” means the amount set out under section D.1.3 of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

“Indemnified Parties” means His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

“Maximum Funds” means the maximum amount of Funds that the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Timelines” means the Project schedule set out in Schedule “B”.

A.1.3 Conflict. Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget, including any sub-limits set out therein.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement and the Program is based on the actual costs to the Recipient, less any costs for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, including but not limited to tax rebates, credits or refunds. The Recipient further acknowledges and accepts that it is not entitled to those same costs, taxes, rebates, credits or refunds under this Agreement or the Program in whole or in part.

A.3.10 Funding, Not Procurement. The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4 RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A.4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 Disposal. The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5 CONFLICT OF INTEREST

- A.5.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 Conflict Of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- A.5.3 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

- A.6.1 Preparation And Submission.** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
 - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
 - (i) Completed to the satisfaction of the Province; and
 - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 Records Maintenance.** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

- (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7 COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in section B.1.4 for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province in the form and manner set out under section B.1.5 of this Agreement or as otherwise directed; and
- (c) indicate in all of its Project-related publications – whether written, oral or visual – that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications, such as reports from municipal staff to council, are not subject to the requirements in paragraphs A.7.1 (a), (b) and (c).

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9 INDEMNITY

- A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A.9.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
 - (b) Contractual liability coverage;
 - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 Proof Of Insurance.** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
 - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
 - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
 - (b) In the event that:

- (i) A claim is made against the Province in relation to this Agreement, and
- (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11 TERMINATION ON NOTICE

A.11.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
 - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A.13.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 When Termination Effective. Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT

A.14.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16 REPAYMENT

A.16.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.16.2 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

A.16.4 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, His Majesty the King in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17 NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail or personal delivery and will be addressed to the Province and the Recipient respectively as set out in section B.1.6 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email or personal delivery.

ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19 SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20 WAIVER

A.20.1 *Waivers In Writing.* If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21 INDEPENDENT PARTIES

A.21.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23 GOVERNING LAW

A.23.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24 FURTHER ASSURANCES

A.24.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25 JOINT AND SEVERAL LIABILITY

A.25.1 *Joint And Several Liability.* Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A.26
RIGHTS AND REMEDIES CUMULATIVE**

A.26.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A.27
JOINT AUTHORSHIP**

A.27.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A.28
FAILURE TO COMPLY WITH OTHER AGREEMENT**

A.28.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE A.29
SURVIVAL**

A.29.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **April 1, 2023**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **March 31, 2025**

B.1.3 Project Completion Date. The Project Completion Date is: **March 31, 2024**

The Project Completion Date may be extended once at the request of the Recipient by up to six (6) months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 Submission Of Reports and Publications For Approval. All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 Recognition Of Provincial Support: In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province’s support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

B.1.6 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	MUNICIPALITY OF HURON EAST

Address: Rural Programs Branch PO Box 610, 72 Main Street South
4th Floor NW, 1 Stone Road West Seaforth, Ontario N0K 1W0
Guelph, Ontario N1G 4Y2

Attention: Director, Rural Programs Branch Taralyn Cronin, Ec. Development Officer

Email: RED@ontario.ca edo@huroneast.com

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS

Insolvency

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

Duty To Consult With Aboriginal Peoples

B.2.2 Funding Dependent Upon Province Satisfying Any Duty To Consult Obligations. The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Aboriginal peoples where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights. Aboriginal peoples are First Nations and Métis communities that have Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

B.2.3 Effect Of Termination Of Agreement. The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A11.1 of Schedule "A" in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal peoples whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A11.2 of Schedule "A".

B.2.4 Delegation. The Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Aboriginal peoples having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. If delegated, the Recipient will accept the delegation.

B.2.5 Recipient's Obligations Regarding Consultations. The Recipient will:

- (a) Undertake consultations on behalf of the Province with Aboriginal peoples whose asserted or established Aboriginal or treaty rights may be adversely impacted by the Project;

- (b) Take directions from the Province in relation to the procedural aspects of consulting with Aboriginal peoples, including prospectively suspending, altering or terminating the Project. The procedural aspects may include providing information regarding the Project to First Nations and Métis communities and gathering information about the impact of the Project on asserted or established Aboriginal or treaty rights; and
- (c) Provide a detailed account of all actions it undertook in relation to the consultations with Aboriginal peoples, including copies of all correspondence with them.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" - PROJECT DESCRIPTION
FOLLOWS]**

SCHEDULE "C" PROJECT DESCRIPTION

C.1 PROJECT NAME

A Promotional Campaign to Attract Investment to Huron East

C.2 PROJECT STREAM

Economic Diversification and Competitiveness

C.3 PROJECT OBJECTIVE

Huron East will create a digital campaign to attract investment through social media platforms, the website and partner channels. Footage and photographs from across Huron East will be captured to highlight amenities, services, and businesses that exist as well as the natural landscape.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Hire marketing firm to develop digital promotion materials to attract investment to Huron East through social media, website, and partner channels
Purchase social media ads for one month for marketing campaign to promote investment in Huron East

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" - PROJECT FINANCIAL INFORMATION FOLLOWS]

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

ARTICLE D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$5,274.00
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2 COSTS

- D.2.1 Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Budget of Provincial Contribution chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION						
FUNDING YEAR	QUARTER 1 (APR.–JUN.)	QUARTER 2 (JUL.–SEP.)	QUARTER 3 (OCT.–DEC.)	QUARTER 4 (JAN.–MAR.)	FUNDING YEAR PAYMENT UP TO	MAXIMUM TOTAL ELIGIBLE COSTS
2023-24	\$0.00	\$1,716.67	\$1,716.67	\$1,840.67	\$5,274.00	\$10,548.00
2024-25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
MAXIMUM FUNDS FOR THE PROJECT					\$5,274.00	\$10,548.00

D.2.3 Ineligible Costs. Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3 TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” - PAYMENTS AND REPORTS
FOLLOWS]**

SCHEDULE “E” PAYMENTS AND REPORTS

E.1 Claim Submission Requirements. The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Claim Statement	A minimum of one claim must be submitted prior to the final claim, and no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.

E.2 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Progress Report containing, at a minimum, <ul style="list-style-type: none"> information on Eligible Costs incurred to date; progress on Project Activities (Identified in section C.3); and information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date (identified in section B.1.3).	A minimum of one Progress Report must be submitted no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
2.	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to you upon request.
3.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**The Corporation
of the
Municipality of Huron East
By-law No. 052-2023**

A By-Law to Authorize the Submission of an Application to Ontario Infrastructure and Lands Corporation ("OILC") for Financing Certain Ongoing Capital Work(S) of The Corporation of the Municipality of Huron East (the "Municipality"); to Authorize Temporary Borrowing from OILC to Meet Expenditures in Connection with Such Capital Work(s); and to Authorize Long-Term Borrowing for such Capital Work(s) through the Issue of Debentures to OILC

Whereas the Municipal Act, 2001, as amended, (the "**Act**") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas the Council of the Municipality of Huron East has passed the by-law(s) enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law ("**Schedule "A"**") authorizing the capital work(s) described in column (2) of Schedule "A" (the "**Capital Work(s)**") in the amount of the respective estimated expenditure set out in column (3) of Schedule "A", subject in each case to approval by OILC of the financing for such Capital Work(s) requested by the Municipality in the Application as hereinafter defined;

And Whereas before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the "**Regulation**"), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the "**Updated Limit**"), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule "A" (the "**Authorized Expenditure**" for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, and determined that the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Land Tribunal pursuant to the Regulation, was not required before any such Capital Work was authorized by the Council of the Municipality;

And Whereas subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper - tier municipality, a lower-tier in a county or a single-tier municipality and it has approved the issue of debentures for the work;

And Whereas subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

And Whereas the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

And Whereas OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital work(s) to make application to OILC for such financing by completing and submitting an application in the form provided by OILC;

And Whereas OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be;

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

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$1,889,700, substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary borrowing from OILC under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. The Mayor and the Treasurer are hereby authorized, pending the substantial completion of the Capital Work or of each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement which Financing Agreement provides that the information contained in the Record, as defined in the Financing Agreement, in respect of such temporary borrowings shall be deemed final, conclusive and binding on the Municipality, and on such other terms and conditions as such authorized officials may agree; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
4. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.

5. In accordance with the provisions of section 25 of the Ontario Infrastructure and Lands Corporation Act, 2011, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under any outstanding temporary borrowing and/or the Debentures, as the case may be (the “**Obligations**”) and to pay such amounts to OILC from the Consolidated Revenue Fund.
6. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under any outstanding temporary borrowing and/or any Debenture outstanding pursuant to the Financing Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
7.
 - (a) The Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement, to request and receive any temporary borrowing, and to issue the Debentures, and the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
 - (b) The money realized in respect of any temporary borrowing for the Capital Work(s) and the Debentures, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to any such temporary borrowing and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
8. This By-law takes effect on the day of passing.

Read a first and second time this 18th day of July, 2023.

Read a third time and finally passed this 18th day of July, 2023.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

Schedule “A”
By-law No. 052-2023
(Ongoing Capital Work(s))

(1)	(2)	(3)	(4)
<u>By-Law Number/ Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
	<p>EXPANSION AND RENOVATION OF BMG Community Centre</p> <p>The proposed expansion of the building is an L-shaped addition of approximately 15,000 ft² or an expansion of approximately 35%. This includes 6 new fully accessible dressing rooms. A new lobby area with offices/washrooms, a heated and elevated viewing area and a space to be utilized for an accessible fitness centre. The building addition is also designed to provide washroom access during the summer months to adjacent soccer and ball fields.</p> <p>Renovations include the replacement of the roof, including additional insulation, and modifications to the kitchen facilities that serve the auditorium. The kitchen facilities are undersized and do not meet current Health Unit guidelines with respect to separation space requirements between food preparation areas and clean-up areas. The kitchen facilities will be expanded into part of the existing lobby area to create the required working spaces and two of the existing dressing rooms will be used for storage spaces.</p>	<p>\$7,770,640</p>	<p>\$1,889,700</p>

Schedule “B”
By-law No. 052-2023

OILC Application

Webloans Loan Application PDF

FA Number

1830

Application for

Huron East, The Corporation of The Municipality of

Projects

Loan Application ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
831	Brussels Morris Grey Community Centre Renovation and Expansion	09/08/2022	08/31/2023	\$7,102,636.40	1,889,700.00

Details of Project Brussels Morris Grey Community Centre Renovation and Expansion

Project Category

Cultural Infrastructure

Work Type

Cultural Centre

Project Name

Brussels Morris Grey Community Centre Renovation and Expansion

Construction/Purchase Start

09/08/2022

Construction/Purchase End

08/31/2023

Energy Conservation



Project Address 1

800 Sports Drive

Project Address 2

City / Town

Brussels

Province

ON

Postal Code

N0G 1H0

Description

- To renovate/expand an existing facility that opened in 1977 to provide a more inclusive facility to meet community needs
- The 4 existing dressing rooms are undersized, do not meet AODA standards and are not sufficient to meet current standards for a facility that is used daily for hockey by boys, girls, and mixed teams.
- Renovations will also include a space for a fitness centre to meet the growing need of the community for an accessible fitness centre to enhance overall personal health and fitness
- A 35% expansion of existing building footprint will accommodate 6 new dressing rooms, new lobby/viewing area complete with a fitness/exercise room. All components of the addition will be compliant with AODA standards. Kitchen facilities for existing auditorium will be expanded/renovated

Useful Life of Asset (Years)

50

Project Financial Information

Type of Financing

Construction/Short-term and Long-Term

Payment Frequency

Semiannually

Project Cost (A)

\$7,102,636.40

Other Project Funding / Financing (B):

Description	Timing	Amount
Fundraising Campaign	Existing	\$1,231,996.00
Joint Municipal Partnership: Morris Turnberry	Existing	\$469,900.00
Federal Grant	Existing	\$1,915,200.00
Provincial Grant	Existing	\$1,595,840.40

Other Project Funding/Financing Total (B)

\$5,212,936.40

OILC Loan Amount (A-B)

\$1,889,700.00

Only include long-term borrowing in this section

Required Date	Amount	Term	Type
08/15/2023	\$1,889,700.00	20	Amortizing
Long-term Borrowing Total	\$1,889,700.00		

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted?

☐ Yes
☒ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation

100.00

Service Charges

0.00

Development Charges

0.00

Connection Fees

0.00

Repayment Subsidies

0.00

Other

Total

100.00%

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

Infrastructure Ontario

This site is maintained by Infrastructure Ontario, a Government of Ontario crown agency.

Privacy | Important Notices | info@infrastructureontario.ca

Copyright © Queen's Printer for Ontario, 2023 | **Accessibility**

The Corporation
of the
Municipality of Huron East
By-law No. 053 for 2023

Being a By-law Amend By-law 001-2023, a By-law
Authorizing the Borrowing of Money to Meet Current
Expenditures of the Council of the Municipality of Huron
East

Whereas, the Municipal Act, S. O. 2001, c. 25, as amended, s. 407(1), (the “Act”), the Municipality is authorized to borrow money to meet current expenditures of the Municipality;

And Whereas, by By-law 001-2023 the Municipality of Huron East was authorized to borrow \$2,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year 2023;

And Whereas the Municipality of Huron East deems it necessary to amend By-law 001-2023 and increase the amount by \$1,000,000.00 for borrowing total of \$3,000,000.00

And Whereas pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this By-law, together with the total of any similar borrowings is not to exceed the limits set forth in that subsection;

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

1. The Mayor and Treasurer are authorized on behalf of the Municipality to borrow from time to time by way of promissory note or bankers’ acceptance from Canadian Imperial Bank of Commerce (“CIBC”) a sum or sums not exceeding in the aggregate \$3,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality, for the year (including the amounts required for the purposes mentioned in subsection 407(1) of the Act), and to give CIBC promissory notes or bankers’ acceptances, as the case may be, sealed with the corporate seal of the Municipality and signed by the Mayor and Treasurer for the sums borrowed plus interest at a rate to be agreed upon from time to time with CIBC.
2. All sums borrowed pursuant to this By-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all proceeding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that not been repaid.

Read a first and second time this 18th day of July 2023.

Read a third time and finally passed this 18th day of July 2023.

The Corporation
of the
Municipality of Huron East
By-law No. 054 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 18th day of July, 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 18th day of July 2023.

Read a third time and finally passed this 18th day of July 2023.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk