



**COUNCIL AGENDA – 05 – 2019 MUNICIPALITY OF HURON EAST
to be held on
TUESDAY, MARCH 5th, 2019 – 7:00 p.m.
HURON EAST COUNCIL CHAMBERS**

1. **CALL TO ORDER & MAYOR'S REMARKS**
2. **CONFIRMATION OF THE AGENDA**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **MINUTES OF PREVIOUS MEETING**
 - 4.05.1 Regular Meeting – February 19th, 2019 (encl.) (Pages 4-8)
5. **PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**
 - 5.05.1 7:00 p.m. – Court of Revision
Campbell Municipal Drain 2019 (Councillors Alvin McLellan, Brenda Dalton and Gloria Wilbee) – no appeals (encl.) (Page 9)
 - 5.05.2 7:00 p.m. – Seaford Lions Club
 - Michael Ash and Cathy Elliott – request increase in municipal grant for operations of the Lions Park and Pool (encl.) (Page 10)
6. **ACCOUNTS PAYABLE**
7. **REPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERS**
 - 7.05.1 Chief Building Official – Report (encl.) (Pages 11-13)
 - 7.05.2 CAO/Clerk – Code of Conduct and Appointment of an Integrity Commissioner (encl.) (Pages 14-38)
 - 7.05.3 CAO/Clerk – Bill 68 Requirements Effective March 1st, 2019 (encl.) (Pages 39-47)
 - 7.05.4 Public Works Coordinator – Kippen Road Tenders (tender closed on March 1st and a report will be presented at the meeting)
8. **CORRESPONDENCE**
 - 8.05.1. Municipality of South Huron – resolution urging the County of Huron to consider deferring a new administration building. (encl.) (Pages 48-49)
 - 8.05.2. Township of South Stormont – requesting support of a resolution concerning the potential reduction and/or loss of the Ontario Municipal Partnership Fund (OMPF). (encl.) (Pages 50-51)
 - 8.05.3. Seaford Business Improvement Area – advising of appointments to the Board of Directors for 2019-2020. (encl.) (Page 52)
 - 8.05.4. Huron & Area Search and Rescue – requesting letter of support for their organization in their effort to be accepted by the Ontario Search and Rescue Volunteer Association and complete their Basic Search and Rescue certification. (encl.) (Page 53)

9. UNFINISHED BUSINESS**9.05.1** Strategic Planning**9.05.2** Main Street Seaforth – Pedestrian Crossing**10. MUNICIPAL DRAINS****11. PLANNING****11.05.1** Huron County Planning and Development Department – copy of consent application C10/19 on Lot 22, Concession 3, LRS, Tuckersmith Ward, William and Marlene Charters. (encl.) (Pages 54-61)**11.05.2** Huron County Planning and Development Department – copy of Planners Report for consent application C10/19 on Lot 22, Concession 3, LRS, Tuckersmith Ward, William and Marlene Charter. (encl.) (Page 62-65)**12. COUNCIL REPORTS****12.05.1** Council Member Reports

→ County Council Report

→ Other Boards/Committees or Meetings/Seminars

12.05.2 Requests by Members**12.05.3** Notice of Motions**12.05.4** Announcements**13. INFORMATION ITEMS****13.05.1** Huron East/Seaforth Community Development Trust – copy of meeting minutes – January 10th, 2019. (encl.) (Pages 66-68)**13.05.2** Association of Municipalities of Ontario – concerning the announcement by the province launching a joint and several liability review. (encl.) (Pages 69-70)**13.05.3** Huron County Municipal Officers' Association – meeting being held Thursday, March 21st, 2019 at the Four Winds Barn in Brussels. (encl.) (Page 71)**13.05.4** Council Expenses – January 2019 (encl.) (Page 72)**13.05.5** Council Statement of Remuneration and Expenses for 2018 (encl.) (Page 73)**13.05.6** Huron East Water & Sewer Committee – copy of meeting minutes – February 11th, 2019. (encl.) (Pages 74-77)**13.05.7** Rural Response for Healthy Children – advising of the launch of the Safe Places Youth Certification program and training of 200 trusted adults in Huron County. (encl.) (Pages 78-79)**13.05.8** Seaforth & District Community Centres Management Committee – copy of meeting minutes – February 21st, 2019. (encl.) (Pages 80-82)**13.05.9** Ausable Bayfield Conservation Authority – invitation to attend the ABCA Partner Appreciation Evening being held on Thursday, March 21st, 2019 at Ironwood Golf Clubhouse. (encl.) (Pages 83-84)**14. OTHER BUSINESS**

15. BY-LAWS

- 15.05.1** By-Law 14-2019 – Establish Code of Conduct (encl.) (Page 85)
- 15.05.2** By-Law 15-2019 – Appoint Aird & Berlis LPP as Integrity Commissioner, Closed Meeting Investigator and Ombudsman (encl.) (Pages 86-87)
- 15.05.3** By-Law 16-2019 – Authorize Agreement – County of Huron – Transfer of Boundary Bridges 8 and 9. (encl.) (Pages 88-93)
- 15.05.4** By-Law 17-2019 – Authorize Lease Agreement – Farm Land Rentals – Pt. Lot 23, Con. 4 HRS, Tuckersmith Ward, Scott Cooper; Part Lots 14 and 15, Concession 1, HRS, Tuckersmith Ward, Cody Janmaat; Part 1 RP 22R844, Morris-Turnberry and Lot 367, Plan 368 Plan 192, Part Lot 369 as RP 22R844 Part 1 (B), Scott Somers. (encl.) (Pages 94-103)
- 15.05.5** By-Law 18-2019 – authorize sale of part of 6th Avenue, Registered Plan 133, Part 3, RP 22R-2897, Tuckersmith Ward, Murtaza Ahmad. (encl.) (Pages 104-106)

16. CLOSED SESSION AND REPORTING OUT (Section 239 of the *Municipal Act, 2001*)

- 16.05.1** Adoption of February 19th, 2019 Closed Session of Council meeting minutes
- 239(2) (c) – a proposed acquisition of land by the Municipality (encl.)

17. CONFIRMATORY BY-LAW

- 17.05.1** By-Law 19-2019 – Confirm Council Proceedings (encl.) (Page 107)

18. ADJOURNMENT

**MUNICIPALITY OF HURON EAST COUNCIL MEETING MINUTES
HELD IN THE COUNCIL CHAMBERS, SEAFORTH, ONTARIO
TUESDAY, FEBRUARY 5TH, 2019 – 7:00 P.M.**

Members Present: Mayor Bernie MacLellan, Deputy Mayor Robert Fisher, Councillors John Lowe, Zoey Onn, Dianne Diehl, Alvin McLellan, Brenda Dalton, Joseph Steffler, Raymond Chartrand and Larry McGrath

Members Absent: Councillor Gloria Wilbee

Staff Present: CAO/Clerk, Brad Knight
Finance Manager-Treasurer/Deputy Clerk, Paula Michiels
Fire Chief, Marty Bedard
Economic Development Officer, Jan Hawley

Others Present: Shawn Loughlin, Editor, The Citizen

CALL TO ORDER & MAYORS REMARKS

Mayor Bernie MacLellan called the meeting to order at 7:00 p.m.

CONFIRMATION OF THE AGENDA

Moved by Raymond Chartrand and seconded by Joseph Steffler: Adopt Agenda
That the Agenda for the Regular Meeting of Council dated February 19th, 2019 be adopted as circulated. Carried.

DISCLOSURE OF PECUNIARY INTEREST

MINUTES OF PREVIOUS MEETING

Moved by Joseph Steffler and seconded by Raymond Chartrand: Meeting Minutes
That Council of the Municipality of Huron East approve the following Council Meeting Minutes as printed and circulated:
a) Regular Meeting – February 5th, 2019
b) Public Hearing – February 5th, 2019
Carried.

PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

ACCOUNTS PAYABLE

Moved by Brenda Dalton and seconded by Dianne Diehl: Accounts Payable
That the accounts payable in the amount of \$1,177,825.51 be approved for payment. Carried.

REPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERS

Finance Manager-Treasurer/Deputy Clerk – 2019 Budget – 1st Draft

Finance Manager-Treasurer/Deputy Clerk Paula Michiels presented and reviewed in detail the 1st draft of the 2019 Budget for consideration by Council. The 1st draft included a 7% general municipal levy increase that would provide an additional \$303,302 to offset the net impact of a decrease in OMPF funding (\$224,940) and the Ontario Police Contract increase (\$76,760) from 2018 costs. She noted that the County and Education Levy increase/decrease for 2019 is unknown at this time and the OMPF funding was projected as municipalities had been advised that they would not receive their allocation notices until March. Council were also advised the 2019 Budget includes the \$1,260,807 commitment towards the Egmondville Project for reconstruction of road/sidewalks along with installation of sewers in conjunction with Phase 1 of Huron County’s reconstruction of County Road 12.

The Finance Manager advised that the budgets submitted from the department heads and committees were compiled and with the 7% general municipal levy increase there was a shortfall of approximately \$1.49 million.

Public Works Coordinator – Tenders

The following tenders were received before Noon on February 8th, 2019 and opened by Councillor Raymond Chartrand, Finance Manager-Treasurer/Deputy Clerk Paula Michiels and Public Works Coordinator Barry Mills.

HE-01-2019 – Gravel – North Patrol Area
 HE-02-2019 – Gravel – Central Patrol Area
 HE-03-2019 – Gravel – South Patrol Area
 HE-03-2019 – Dust Control

The tenders received were as follows:

HE-01-2019 – Gravel North Patrol

	Supply, Crush, 20,000 tonnes	Weigh, Load, Haul and Spread 20,000 tonnes	Net Total (excluding HST)
Joe Ker Limited	\$5.00/tonne	\$3.50/tonne	\$170,000.00
McCann Redi Mix	\$6.70/tonne	\$4.12/tonne	\$216,400.00

Moved by Dianne Diehl and seconded by Zoey Onn:

That Council of the Municipality of Huron East accept the tender of Joe Ker Limited in the amount of \$170,000 plus applicable taxes for the supply, crushing, weighing, hauling and spreading of 20,000 Tonnes of “M” gravel for the roads in the north patrol Contract HE-01-2019 – Gravel North Patrol. Carried.

Accept Tender
 HE-01-2019
 Gravel
 North Patrol

HE-02-2019 – Gravel Central Patrol

	Supply & Crush 34,000 tonnes	Weigh, Load, Haul and Spread 34,000 tonnes	Net Total
Joe Kerr Limited	\$5.50/tonne	\$5.60/tonne	\$377,400.00
Jennison Construction Ltd.	\$6.50/tonne	\$4.20/tonne	\$363,800.00
McCann Redi Mix	\$6.70/tonne	\$3.15/tonne	\$334,900.00

Moved by Brenda Dalton and seconded by Larry McGrath:

That Council of the Municipality of Huron East accept the tender of McCann Redi Mix in the amount of \$334,900 plus applicable taxes for the supply, crushing, weighing, hauling and spreading of 34,000 Tonnes of “M” gravel for the roads in the central patrol – Contract HE-02-2019 – Gravel Central Patrol. Carried.

Accept Tender
 HE-02-2019
 Gravel
 Central Patrol

HE-03-2019 – Gravel South Patrol

	Supply & Crush 13,300 tonnes	Weigh, Load, Haul & Spread 12,300 tonnes	Load, Haul & Stockpile 1,000 tonnes	Net Total
Joe Kerr Limited	\$9.00/tonne	\$2.40/tonne	\$2.40/tonne	\$151,620.00
Jennison Construction Ltd.	\$6.50/tonne	\$3.40/tonne	\$3.40/tonne	\$131,670.00
Clarence Carter & Sons	\$7.40/tonne	\$3.00/tonne	\$2.50/tonne	\$137,820.00
McCann Redi Mix	\$6.70/tonne	\$3.75/tonne	\$3.95/tonne	\$139,185.00

Moved by Zoey Onn and seconded by John Lowe:

That Council of the Municipality of Huron East accept the tender of Jennison Construction in the amount of \$131,670 plus applicable taxes for the supply, crushing, weighing, hauling and spreading of 13,300 Tonnes of “M” gravel for the roads in the south patrol – Contract HE-03-2019 – Gravel South Patrol. Carried.

Accept Tender
 HE-03-2019
 Gravel
 South Patrol

HE-04-2019 – Dust Control

	Unit Price	Net Total
Pollard Highway Products	\$290.50	\$213,517.50
552976 Ontario Limited c/o Clifford Holland	\$216.85	\$159,384.75
Den-Mar Brines	\$220.00	\$161,700.00
Da-Lee Dust Control	\$376.99	\$277,087.65

Moved by Larry McGrath and seconded by Brenda Dalton:
That Council of the Municipality of Huron East accept the tender of 552976 Ontario Limited, c/o Clifford Holland in the amount of \$216.85 (unit price); total contract price of \$159,384.75 plus applicable taxes for Contract HE-04-2019 to provide dust suppressants and road stabilization products. Carried.

Accept Tender
HE-04-2019
Dust Control

CAO/Clerk – Farm Land Tenders

The CAO/Clerk advised that tenders were received for agricultural land for rent prior to 4:00 pm on February 15th, 2019. Council proceeded to open the tenders received and the results were as follows:

	Price Per Acre	Price Per Acre	Price Per Acre
	Pt. Lot 23, Con. 4 41816 Roman Line (Tuckersmith Gravel Pit) 54 Acres	Pt. Lots 14,15, Con. 1, 79468 Hannah Line (Seaforth Sewage Plant) 26 Acres	27 Beech Street (Brussels Sewage Treatment Plant) 6 Acres
680084 Ont. Ltd. (Rick Dalrymple)	\$331.00	\$241.00	
Jacob Williams	\$292.92	\$250.00	
Steve Knight			\$172.00
Alma Villa Farms (Jason & Doug Hugill)	\$352.50		
Cody Janmaat	\$316.00	\$336.00	
Brent & Alex Melady	\$318.00	\$292.00	
Scott Cooper	\$398.00		
1050071 Ontario Inc. (Robert Eedy)	\$341.00	\$301.00	
Scott Somers			\$177.00

Moved by John Lowe and seconded by Larry McGrath:
That Council of the Municipality of Huron East accept the tender of Scott Cooper for the rental of Part Lot 23, Concession 4, HRS, Tuckersmith Ward (gravel pit) in the amount of \$398.00 per acre plus HST;
AND accept the tender of Scott Somers for the rental of 27 Beech Street, Brussels Ward (sewage treatment plant) in the amount of \$177.00 per acre plus HST;
AND accept the tender of Cody Janmaat for the rental of Parts of Lots 14 and 15, Concession 1, HRS, Tuckersmith Ward (Seaforth lagoon) in the amount of \$336.00 per acre plus HST.
All tenders for a four-year term ending December 21st, 2022.

Accept Tenders
Farm Land
Rental
2019-2022

Carried.

Moved by Alvin McLellan and seconded by Zoey Onn:
Huron East Council receive the following Reports of Municipal Officers as presented:
1) Finance Manager-Treasurer/Deputy Clerk
2) Public Works Coordinator
3) CAO/Clerk

Receive
Municipal Reports

Carried.

CORRESPONDENCE

UNFINISHED BUSINESS

Moved by Brenda Dalton and seconded by Alvin McLellan:
That Council of the Municipality of Huron East confirm the appointment of David Blaney on the Source Protection Committee representing the Municipalities of Huron East, North Huron and Morris-Turnberry for the Ausable Bayfield Maitland Valley Source Protection Region for a maximum 5 year period. Carried.

Appointment
David Blaney
Source
Protection
Region

MUNICIPAL DRAINS

Moved by Raymond Chartrand and seconded by Brenda Dalton:
That Council of the Municipality of Huron East approve the Grant Allocation Request Form – Fiscal Year 2019-2020 for anticipated Drainage Superintendent employment costs totaling \$81,653.24 with anticipated total Superintendent grant of \$40,826.62. Carried.

Grant
Allocation
Request
Drainage
Superintendent

PLANNING

Moved by Dianne Diehl and seconded by Alvin McLellan:
That Council of the Municipality of Huron East acknowledge the report of Huron County Senior Planner Craig Metzger dated February 13th, 2019 and has no objection to the severance application C08/19 of Hugh and Joanne Crawford on Lot 32, west half Lot 33, Concession 15, south half Lot 32, Concession 14, Grey Ward, subject to the conditions as per the resolution of Council dated February 5th, 2019. Carried.

Acknowledge
Planners
Report
Consent C08/19
Crawford

COUNCIL REPORTS**BMGCC Fundraiser – Valentine Day Yuck Yuck Dinner/Show**

Councillor Alvin McLellan advised the Valentine Day Yuck Yuck Dinner/Show fundraiser hosted by the BMGCC Committee on February 9th raised approximately \$1,800.

BMGCC – Proposed Renovation/Expansion

Councillor Alvin McLellan advised the BMG Recreation Committee along with two sub-committees will be meeting with Campaign Coaches next week

Seaforth Foodbank Fundraiser – Souper Saturday

Deputy Mayor Robert Fisher advised the Annual Souper Saturday fundraiser for the Seaforth Foodbank is being held on April 13th, 2019 from 11:00 to 1:30 p.m.

INFORMATION ITEMS**OTHER BUSINESS****BY-LAWS**

Moved by Joseph Steffler and seconded by Zoey Onn:
BE IT HEREBY RESOLVED that leave be given to introduce
By-Laws 12 and 13 for 2019

Introduce
By-Laws

By-Law 12-2019 – Authorize Amendment No. 9 – CH2M HILL OMI – Operations and
Maintenance of Water and Wastewater Systems
By-Law 13-2019 – Confirm Council Proceedings

Carried.

Moved by Larry McGrath and seconded by Brenda Dalton:
BE IT HEREBY RESOLVED that By7-Law 12 for 2019, a by-law to authorize
Amendment No. 9 to By-Law 26-2010 – CH2MHILL OMI, Operation and
Maintenance Agreement of Water and Wastewater Facilities, be given first, second,
third and final readings and signed by the Mayor and Clerk, and the Seal of the
Corporation be affixed thereto. Carried.

Authorize
Agreement
CH2MHILL
Amendment
No. 9

CLOSED SESSION AND REPORTING OUT

Moved by Brenda Dalton and seconded by Larry McGrath:
That Council of the Municipality of Huron East, pursuant to Section 239(2) of the
Municipal Act, adjourn the regular meeting of council at 9:39 pm to go into Closed
Session to discuss the following:

Closed Session

- i. 239(2)(c) – a proposed acquisition of land by the Municipality
- ii. 239(2)(c) – personal matters about an identifiable individual – CAO performance evaluation and CAO/Clerk, Brad Knight and Finance Manager-Treasurer/Deputy Clerk Paula Michiels shall remain for the Closed Session.

Carried

Moved by Zoey Onn and seconded by Joseph Steffler:
That Council of the Municipality of Huron East resumes the regular Council meeting
at 10:39 pm. Carried.

Resume Regular
Council Mtg.

Mayor MacLellan reported out from the Closed Session that staff had been given direction regarding a property issue and the performance evaluation process for the CAO had been discussed.

CONFIRMATORY BY-LAW

Moved by Raymond Chartrand and seconded by Alvin McLellan:
BE IT HEREBY RESOLVED that By-Law 13 for 2019, a by-law to confirm the proceedings of Council, be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto. Carried.

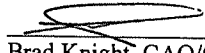
Confirm
Proceedings

ADJOURNMENT

Moved by Dianne Diehl and seconded by Zoey Onn:
The time now being 10:40 p.m.
That the meeting do adjourn until March 5th, 2019 at 7:00 p.m. Carried.

Adjournment

Bernie MacLellan, Mayor



Brad Knight, CAO/Clerk

7:00 pm



MUNICIPALITY OF HURON EAST

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Brad Knight, BA, CAO/Clerk
bknight@huroneast.com

Paula Michiels, CGA, Treasurer-Finance Manager
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NOTICE OF SITTING OF COURT OF REVISION

Drainage Act, R.S.O. 1990, Chapter D. 17, Section 46 (1) and (2)

Campbell Municipal Drain

NOTICE is hereby given that a Court of Revision will be held at the Huron East Council Chambers, Seaforth Ontario on:

TUESDAY, MARCH 5th, 2019 AT 7:00 P.M.

To hear any owner of land, or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land or road has been assessed too high or too low or that any land or road that should have been assessed has not been assessed, or that due consideration has not been given or allowance made as to type of use of land, who personally, or by his agent, has given notice in writing to the clerk of the municipality that he considers himself aggrieved for any or all such causes.

ALL notices of appeal shall be served on the Clerk of the Municipality at least 10 days prior to the sitting of the Court of Revision.

CAO/Clerk, Brad Knight

Date of Service of By-Law No. 7 for 2019
And Court of Revision Notice February 6th, 2019

7:00 pm



SCHEDULE B
TO THE HURON EAST PROCEDURAL BY-LAW 43-2015

**MUNICIPALITY OF HURON EAST
COUNCIL DELEGATION REQUEST**

A "delegation" means a person or group of people who address Council or a Committee for the purpose of making a presentation. See Section 17 of the Municipality of Huron East Procedure By-law for details.

Please ensure this form is completed, with an attachment outlining your request for a Council delegation. This Request Form must be received by the Clerk no later than 4:30 on the Wednesday preceding the Council meeting. The Request must be delivered by email, fax or in person.

A schedule of the Council meetings is located on the Municipal website at www.huroneast.com
Phone: 519-527-0160 Toll Free: 1-888-868-7513
Fax: 519-527-2561 Email: bknight@huroneast.com
Address: 72 Main Street, P.O. Box 610, Seaforth, ON N0K 1W0

DATE OF MEETING: February 19, 2019

NAME OF PERSON(S) MAKING PRESENTATION (and title/position, if applicable) _____
Michael Ash and Cathy Elliott

GROUP/ORGANIZATION DELEGATION REPRESENTS: Seaforth Lions Club

FULL MAILING ADDRESS OF DELEGATION(S): P.O. Box 292 Seaforth, ON, N0K 1W0

TELEPHONE #: 519-441-2650 EMAIL: michtash59@gmail.com

GENERAL NATURE OF DELEGATION: Request to increase the amount
of the grant for operations of the Lions Park and Pool from \$7500 to \$10000

ADDITIONAL DOCUMENTATION & PRESENTATION MATERIALS (PLEASE ATTACH/DESCRIBE): We will be outlining the expenditures undertaken over the past 10 years to
maintain and operate the facilities, as well as the increased costs associated with staffing.

PLEASE INDICATE THE ACTION/DECISION BEING REQUESTED OF COUNCIL:
Increase the grant allocation for the operation of the Park and Pool from \$7500 to \$10000

Delegations are limited to fifteen (15) minutes to address Council (including questions from Council). Groups are encouraged to appoint one or two spokespersons to address Council on behalf of the group. Where a Delegation consists of more than five persons, it shall be limited to two speakers, each limited to speaking not more than ten (10) minutes. If the delegation would like printed information provided to Council in advance of the meeting it must be delivered to the Clerk by Noon on the Thursday prior to the meeting. This information will be placed on the Huron East Council Agenda and is posted on the corporate website and available to the public. Large submissions will be reviewed by the Clerk and included (or not) at his/her discretion. Delegation may be requested to provide multiple copies of a large document. For further information on the procedure for appearing before Council as a delegation, please contact Clerk, at 519-527-0160 or bknight@huroneast.com.

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*.

[Signature]
Delegation Applicant Signature

February 12, 2019
Date

Clerk or designate

Date Received

OFFICE USE:
 Confirmed with Requestor on _____ (date) by _____ (phone/email)

HURON EAST BUILDING PERMIT SUMMARY							HOW DISPOSED OF	
	2017		2018				Value	
	Number of Permits	Value	Value	Number of Permits	Value	Year		
	Month	To Date	Month	Year to Date	Month	To Date	Month	to Date
JANUARY	2	2	35,000	35,000	6	6	144,000	144,000
FEBRUARY	2	4	330,000	365,000	6	12	1,068,500	1,212,500
MARCH	9	13	1,127,000	1,492,000	6	18	323,700	1,536,200
APRIL	14	27	1,722,908	3,214,908	20	38	2,615,480	4,151,680
MAY	16	43	2,600,600	5,815,508	25	63	3,199,800	7,351,480
JUNE	24	67	6,382,029	12,197,537	17	80	2,270,900	9,622,380
JULY	20	87	1,996,400	14,193,937	11	91	3,488,900	13,111,280
AUGUST	22	109	3,111,320	17,305,257	25	116	6,736,500	19,847,780
SEPTEMBER	17	126	1,253,000	18,558,257	13	129	3,031,700	22,879,480
OCTOBER	12	138	4,834,500	23,392,757	8	137	1,777,500	24,656,980
NOVEMBER	8	146	855,000	24,247,757	5	142	228,000	24,884,980
DECEMBER	1	147	45,000	24,292,757	1	143	100,000	24,984,980
SUBTOTAL								
not issued yet/conditional	1	#509			1			
Voided/skipped/cancelled permits	1	#529			2			
TOTAL	149		24,292,757		146		24,984,980	
						<i>number</i>	<i>value</i>	<i>year</i>
In 2011, 168 Building Permits Valued at \$20,804,240 were issued in Huron East						168	\$20,804,240	2011
In 2012, 153 Building Permits Valued at \$14,079,550 were issued in Huron East						153	\$14,079,550	2012
In 2013, 165 Building Permits Valued at \$20,522,970 were issued in Huron East						165	\$20,522,970	2013
In 2014, 156 Building Permits Valued at \$42,329,546 were issued in Huron East						156	\$42,329,546	2014
In 2015, 145 Building Permits Valued at \$20,873,442 were issued in Huron East						145	\$20,873,442	2015
In 2016, 162 Building Permits Valued at \$33,345,039 were issued in Huron East						162	\$33,345,039	2016
Total 2001-2010						1698	\$148,069,730	
Average 2001-2010						170	\$14,806,973	

HURON EAST ZONING & TAX CERTIFICATES SUMMARY

December 31st, 2018

WARD	ZONING	NO.	TAX	NO.	TOTAL
BRUSSELS	420	12	1295	37	1715
GREY	1120	32	1960	56	3080
McKILLOP	1365	39	1715	49	3080
SEAFORTH	1260	36	2135	61	3395
TUCKERSMITH	1995	57	3570	102	5565
TOTAL	\$6,160	176	\$10,675	305	\$16,835
NUMBER ISSUED TO DATE					481
Number issued in 2017	\$7,140	204	\$12,005	344	\$19,180 546
Number issued in 2016	\$7,595	217	\$11,130	318	\$18,725 535
Number issued in 2015	\$7,175	205	\$10,850	310	\$18,025 515
Number issued in 2014	\$6,090	174	\$10,710	306	\$16,800 480
Number issued in 2013	\$5,950	170	\$9,590	274	\$15,540 444
Number issued in 2012	\$8,650	247	\$11,655	333	\$20,305 580
Number issued in 2011	\$6,730	192	\$9,965	285	\$16,695 477
<i>fees increased in 2011 to \$35 each for zoning and tax certificates, previously \$25 each</i>					
TOTAL 2001-2010	\$57,845	2313	\$84,255	3370	\$142,100 5685
AVERAGE 2001-2010	\$5,785	231	\$8,426	337	\$14,210 569

HURON EAST 2018 BUILDING PERMITS

Permit Type	HURON EAST				Brussels		Grey		McKillop		Seaforth		Tuckersmith	
	Number	Value	% of number	% of value	Number	Value	Number	Value	Number	Value	Number	Value	Number	Value
COMMERCIAL	9	\$532,000	6%	2%	3	145,000	3	2,000	0	0	2	350,000	1	35,000
FARM	45	\$11,425,380	31%	46%	0	0	20	5,558,900	5	1,515,000	0	0	20	4,351,480
INDUSTRIAL	2	\$1,785,000	1%	7%	0	0	1	175,000	0	0	0	0	1	1,610,000
INSTITUTIONAL	6	\$528,100	4%	2%	0	0	1	20,200	0	0	4	447,900	1	60,000
RESIDENTIAL	81	\$10,714,500	57%	43%	19	2,905,600	19	2,933,700	8	1,359,000	13	358,700	22	3,157,500
TOTALS	143	\$24,984,980	100%	100%	22	\$ 3,050,600	44	\$ 8,689,800	13	\$ 2,874,000	19	\$ 1,156,600	45	\$ 9,213,980

Residential	new houses	sem/duplex	triplex	quadruplex	apts
Brussels	4	2	0	0	0
Seaforth	1		1 unit **		
Tuckersmith	6	1 unit *			
Grey	7	0	0	0	0
McKillop	3	0	0	0	0
buildings	21	2	0		
	x 1	x 2	x 3	x 4	
units created	21	5 units created	1 unit created		
total units created	27				

* converted a house by adding another unit
 ** converted a house with 2 units to 3 units

HURON EAST ADMINISTRATION

TO: Mayor MacLellan and Members Council

FROM: Brad Knight, CAO/Clerk

DATE: February 28th, 2019

SUBJECT: Code of Conduct and Appointment of an Integrity Commissioner

RECOMMENDATION:

That Council adopt the following by-laws:

1. By-Law 14-2019 – Adopt a Code of Conduct
2. By-Law 15-2019 – Appoint Aird & Berlis as the Integrity Commissioner, Closed Meeting Investigator and Ombudsman for Huron East

BACKGROUND:

In 2017, the Province passed Bill 68 (Modernizing Ontario's Municipal Legislation Act) which introduced a number of changes to the Municipal Act but also included changes to several other pieces of municipal legislation including the Conflict of Interest Act.

In November, 2017 I presented a report to Council and Council adopted a number of amendments to the Procedural By-Law which were required under Bill 68 (changes to a definition of a meeting, additional closed meeting exemptions). In addition it was noted that a number of other changes would come into effect on March 1st, 2019, the most notable being the requirement to adopt a Code of Conduct for Council and the appointment of an Integrity Commissioner.

In 2018 the Huron County lower tiers in conjunction with the County of Huron issued a joint RFP for the services of an Integrity Commissioner and selected the firm of Aird & Berlis to promote the service. A number of councillors attended the February 14th meeting in Holmesville where Aird & Berlis made a presentation on the Code of Conduct and the function of an Integrity Commissioner.

Aird & Berlis has suggested in their role as Integrity Commissioner for all Huron County municipalities, that it would be beneficial to have a relatively standard Code of Conduct for all municipalities. Aird & Berlis has prepared the attached Code of Conduct.

The firm of Aird & Berlis will handle/respond to requests from Council regarding advice on code of conduct, conflict of interest, etc. The functions of the Integrity Commissioner are outlined in Appendix "A" of By-Law 15-2019.

Members of the public (and Council members) will also be able to file complaints with the Integrity Commissioner over allegations that Councillors/Committee members have violated the Code of Conduct (see Appendix "B" of Code of Conduct By-Law 14-2019).

Aird & Berlis will invoice the Municipality for costs incurred respecting their services.

I will spend some time with Council on Tuesday night reviewing the content of the Code of Conduct. My next report will provide details of the other requirements that will come into effect on March 1st, 2019.

Council should also be aware that changes to the Municipal Conflict of Interest Act requires the Municipality, as of March 1st, 2019, to maintain a registry, which is available for public inspection, of all written statements of pecuniary interests. Our procedural by-law currently requires a written statement, but Bill 68 now requires that copies of the written statements must be maintained in a public register.

OTHERS CONSULTED:

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

BUDGET IMPACT:

The impacts to the budget will vary from year to year depending on the number of requests filed by Council or the public for the services of the Integrity Commissioner.

SIGNATURES:



Brad Knight, CAO/Clerk



Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST
SCHEDULE "A" TO BY-LAW 14-2019
CODE OF CONDUCT FOR MEMBERS OF COUNCIL AND
LOCAL BOARDS**

1.0 Application & Purpose

1.1 This Code of Conduct applies to all Members of the Council of the Municipality of Huron East including the Mayor and, unless specifically provided, with necessary modifications to all Municipality committees, agencies, boards and commissions, which are defined as local boards in subsection 1(1) and section 223.1 of the *Municipal Act, 2001*.

1.2 The purpose of this Code of Conduct is to establish a general standard to ensure that all Members share a common basis for acceptable conduct, and to which all Members are expected to adhere to and comply with. This Code of Conduct augments other laws which Members are governed by and which requires Members to follow the Procedural By-law and other sources of applicable law, including but not limited to:

- *Municipal Act, 2001*
- *Municipal Conflict of Interest Act*
- *Municipal Elections Act, 1996*
- *Municipal Freedom of Information and Protection of Privacy Act*
- *Human Rights Code*
- *Occupational Health and Safety Act*
- *Provincial Offences Act*
- *Criminal Code*

2.0 Statement of Principles

2.1 This Code of Conduct is intended to set a high standard of conduct for Members in order to provide good governance and a high level of public confidence in the administration of the Municipality by its Members as duly elected public representatives to ensure that they each operate from a foundation of integrity, transparency, justice, truth, honesty and courtesy.

2.2 The following key statements of principle are intended to guide Members and assist with the interpretation of the Code of Conduct:

- Members shall serve and be seen to serve the public in a conscientious and diligent manner;
- Members shall observe and act with the highest standard of ethical conduct and integrity;
- Members shall avoid the improper use of the influence of their office and act without self-interest;
- Members shall act and are expected to perform their functions with honesty, integrity, accountability and transparency;
- Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and that will bear close public scrutiny;
- Members shall be cognizant that they are at all times representatives of the Municipality and of Council, recognize the importance of their duties and responsibilities, take into account the public character of their function, and maintain and promote the public trust in the Municipality; and
- Members shall uphold the spirit and the letter of the laws of Canada, Ontario and the laws and policies adopted by Council.

The above statements are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are *not* operative provisions of the Code of Conduct and are not intended to be enforced independently as such.

3.0 Definitions

3.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) “Chief Administrative Officer” means the Chief Administrative Officer of the Municipality;
- (b) “child” means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;
- (c) “confidential information” means information or records that are in the possession, in the custody or under the control of the Municipality that the Municipality is either precluded from disclosing under the *Municipal Act, 2001* or other applicable legislation, its Procedural By-law or any of its other by-laws, policies, rules or procedures, or that it is required to

refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation;

- (d) “conflict of interest” means a situation in which a Member has competing interests or loyalties between the Member’s personal or private interests and his or her public interests as an elected representative such that it might influence his or her decision in a particular a matter;
- (e) “Council” means the council for the Municipality and includes, as the context may require and with all necessary modifications, any Municipality committee, agency, board or commission, which are defined as local boards in the *Municipal Act, 2001*;
- (f) “fiduciary” means the obligation of a person in a position of authority to act on behalf of another, assuming a duty to act in good faith and with care, candour and loyalty in fulfilling this obligation;
- (g) “frivolous” means of little or no weight, worth, importance or any need of serious notice;
- (h) “local board” means any Municipality committee, agency, board or commission, which is a local board as defined in subsection 1(1) and section 223.1 of the *Municipal Act, 2001* and includes a joint board;
- (i) “Mayor” means the head of Council for the Municipality;
- (j) “meeting” means a regular, special or other meeting of Council or a committee of Council where:
 - (i) a quorum of Members is present, and
 - (ii) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of Council;
- (k) “Member” means a Member of the Council for the Municipality or a member of a local board, including a member of a joint board if appointed by the Council;
- (l) “non-pecuniary interest” means a private or personal interest that a Member may have that is non-financial in nature and that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the non-pecuniary interest arises, and may include, but is not limited to, an interest that arises from a relationship with a person or entity;
- (m) “parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

- (n) "spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage;
- (o) "staff" means the Chief Administrative Officer and all officers, directors, managers, supervisors and all non-union and union staff, whether full-time, part-time, contract, seasonal or volunteer, as well as agents and consultants acting in furtherance of the Municipality's business and interest;
- (p) "Municipality" means The Corporation of the Municipality of Huron East; and
- (q) "vexatious" means troublesome or annoying in the case of being instituted without sufficient grounds and serving only to cause irritation and aggravation to the person being complained of.

4.0 General Obligations

4.1 In all respects, a Member shall:

- (a) make every effort to act with good faith and care;
- (b) conduct themselves with integrity, courtesy and respectability at all meetings of the Council or any committee and in accordance with the Municipality's Procedural By-law or other applicable procedural rules and policies;
- (c) seek to advance the public interest with honesty;
- (d) seek to serve their constituents in a conscientious and diligent manner;
- (e) respect the individual rights, values, beliefs and personality traits of any other person, recognizing that all persons are entitled to be treated equally with dignity and respect for their personal status regarding gender, sexual orientation, race, creed, religion, ability and spirituality;
- (f) refrain from making statements known to be false or with the intent to mislead Council or the public;
- (g) recognize that they are representatives of the Municipality and that they owe a duty of loyalty to the residents of the Municipality at all times;
- (h) accurately communicate the decisions of Council and respect Council's decision-making process even if they disagree with Council's ultimate determinations and rulings; and
- (i) refrain from making disparaging comments about another Member or unfounded accusations about the motives of another Member.

5.0 The Role of Staff

- 5.1 Council as a whole approves the budget, policies and governance of the Municipality through its by-laws and resolutions. An individual Member does not direct nor oversee the functions of the staff of the Municipality.
- 5.2 The Municipality's staff serve Council and work for the Municipality as a body corporate under the direction of the Chief Administrative Officer. Inquiries of staff from Members should be directed to the Chief Administrative Officer or to the appropriate senior staff as directed by the Chief Administrative Officer.
- 5.3 A Member shall comply with the Municipality's Council and Staff Relationship Policy.
- 5.4 A Member shall not publicly criticize staff. If a Member has any issue with respect to any staff member, such issue shall be referred to the Chief Administrative Officer who will direct the matter to the particular staff member's appropriate superior.
- 5.5 A Member shall respect the role of staff in the administration of the business and governmental affairs of the Municipality, and acknowledge and appreciate that staff:
 - (a) provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations and that a Member must not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) work within the administration of justice and that a Member must not make requests, statements or take actions which may be construed as an attempt to influence the independent administration of justice and, therefore, a Member shall not attempt to intimidate, threaten, or influence any staff member from carrying out that person's duties, including any duty to disclose improper activity; and
 - (c) carry out their duties based on political neutrality and without undue influence from any individual Member and, therefore, a Member must not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

6.0 Municipality Property

- 6.1 Council is the custodian of the assets of the Municipality. The community places its trust in Council and those it appoints to make decisions for the public good in relation to these assets.

6.2 By virtue of their office or appointment, a Member must not use or permit the use of the Municipality's land, facilities, equipment, supplies, services, staff or other resources for activities other than the business of the Municipality. No Member shall seek financial gain for themselves, family or friends from the use or sale of Municipality-owned intellectual property, computer programs, technological innovations, or other patent, trademarks or copyright held by the Municipality.

7.0 Gifts and Benefits

7.1 Any gift to a Member risks the appearance of improper influence. Gifts may improperly induce influence or create an incentive for a Member to make decisions on the basis of relationships rather than in the best interests of the Municipality. A Member shall not accept a fee, advance, gift, gift certificate, cash, hospitality or any form of personal benefit connected directly or indirectly with the performance of his or her duties except as provided in Section 7.2. A gift, benefit or hospitality provided with the Member's knowledge to a Member's spouse, child, or parent, or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties is deemed to be a gift to that Member. Any doubt concerning the propriety of the gift should be resolved by the Member not accepting or keeping it.

7.2 For greater clarity, despite Section 7.1, a Member is entitled to accept any compensation, remuneration or benefits authorized by law but shall not accept any gift or benefit other than in the following circumstances:

- (a) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (b) a political contribution otherwise reported by law, in the case of a Member running for office;
- (c) services provided without compensation by persons volunteering their time;
- (d) nominal tokens, mementos or souvenirs received as an incident of protocol or social obligation that normally accompanies the responsibilities of elected office or at a function honouring the Member;
- (e) food, lodging, transportation and entertainment provided by provincial, regional and local governments or any agencies or subdivisions of them or by the federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity as a representative of the Municipality;
- (f) entrance fees or food and beverages consumed at banquets, receptions or similar events, if:
 - (i) attendance serves a legitimate municipal business purpose related to the normal business of the Municipality,

- (ii) the person extending the invitation or a representative of the organization is in attendance, and
- (iii) the value is reasonable and the invitations are infrequent;
- (g) gifts not having a value greater than \$300;
- (h) benefits received as a door prize, raffle or similar draw at an event, conference or seminar attended by the Member; and
- (i) any gift or benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of his or her duties.

7.3 A Member who has received and accepted a gift or benefit pursuant to Section 7.2 shall file a disclosure of the gift or benefit indicating the person, body or entity from which it was received together with the estimated value of the gift or benefit in accordance with the Disclosure Statement set out in Appendix "A". The list shall be provided to the Chief Administrative Officer on an annual basis commencing on March 31 of every year and shall be a matter of public record.

7.4 A Member shall not seek or obtain by reason of his or her office any personal privilege or advantage with respect to municipal services not otherwise available to the general public and not connected directly or indirectly to the performance of the Member's duties.

8.0 Confidential Information

8.1 Members receive confidential information from a number of sources as part of their work as elected officials. This includes information received in confidence by the Municipality that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws and information received during closed meetings of Council. Examples of types of information that a Member must keep confidential, unless expressly authorized by Council or as required by law, include, but are not limited to:

- (a) matters related to ongoing litigation or negotiation, or that is the subject of solicitor-client privilege;
- (b) information provided in confidence, for example the identity of a complainant where a complaint is made in confidence;
- (c) price schedules in contract tender or Request for Proposal submissions if so specified;

- (d) personnel matters about an identifiable individual;
 - (e) “personal information” as defined in the *Municipal Freedom of Information and Protection of Privacy Act*; and
 - (f) any census or assessment data that is deemed confidential.
- 8.2 A Member shall not disclose the content of any confidential information, or the substance of deliberations, of a closed meeting. A Member has a duty to hold any information received at closed meetings in strict confidence for as long and as broadly as the confidence applies. All confidential documents received at a closed meeting are to be turned into the Chief Administrative Officer at the end of the closed meeting. A Member shall not, either directly or indirectly, release, make public or in any way divulge any such information or any confidential aspect of the closed deliberations to anyone, unless authorized by Council or as required by law.
- 8.3 A Member shall not disclose, use or release confidential information in contravention of applicable privacy laws. Members are only entitled to information in the possession of the Municipality that is relevant to matters before the Council, or a committee. Otherwise, Members enjoy the same access rights to information as any other member of the community or resident of the Municipality and must follow the same processes as any private citizen to obtain such information.
- 8.4 A Member shall not misuse confidential information in any way or manner such that it may cause detriment to the Municipality, Council or any other person, or for financial or other gain for themselves or others.
- 8.5 A Member shall respect the right to confidentiality and privacy of all clients, volunteers and staff, and should be aware of their responsibilities under applicable legislation, Municipality policies, procedures and rules, ethical standards and, where appropriate, professional standards.
- 8.6 A Member shall not disclose any confidential information received by virtue of his or her office, even if the Member ceases to be a Member.

9.0 Discrimination and Harassment

- 9.1 A Member shall treat all members of the public, one another and staff with respect and without abuse, bullying or intimidation and ensure that their work environment is free from discrimination and harassment.
- 9.2 A Member shall not use indecent, abusive or insulting words, phrases or expressions toward any member of the public, another Member or staff. A Member shall not make comments or conduct themselves in any manner that is discriminatory to any individual based on the individual's race, colour, ancestry,

citizenship, ethnic origin, place of origin, creed or religion, gender, sexual orientation, marital status, family status, disability, age or record of offences for which a pardon has not been granted.

- 9.3 A Member shall comply with the Municipality's workplace harassment and violence policy.

10.0 Improper Use of Influence

- 10.1 A Member shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.
- 10.2 A Member shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves, their parents, children or grandchildren, spouse, or friends or associates, or for the purpose of creating a disadvantage to another person or for providing an advantage to themselves.

11.0 Conflicts of Interest

- 11.1 A Member shall seek to avoid conflicts of interest, both pecuniary and non-pecuniary. A Member shall comply with the requirements of the *Municipal Conflict of Interest Act* with respect to obligations relating to pecuniary interests. A Member shall take proactive steps to mitigate any non-pecuniary conflicts of interest in order to maintain public confidence in the Municipality and its elected officials.
- 11.2 Members are encouraged to seek guidance from the Integrity Commissioner when they become aware that they may have a conflict between their responsibilities to the public as a Member and any other interest, pecuniary or non-pecuniary.

12.0 Council Policies and Procedures

- 12.1 A Member shall observe and adhere to the policies, procedures and rules established from time to time by Council.

13.0 Election Activity

- 13.1 A Member is required to conduct themselves in accordance with the *Municipal Elections Act, 1996* and any Municipality policies pertaining to elections. The use of the Municipality's resources, both property and staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.

14.0 Respect for the Code of Conduct

- 14.1 A Member shall respect the process for complaints made under the Code of Conduct or through any process for complaints adopted by the Municipality. A Member shall not act in reprisal or threaten reprisal against a person who makes a complaint or provides information to the Integrity Commissioner during an investigation. A Member shall interact courteously and respectfully with the Integrity Commissioner and with any person acting under the direction of the Integrity Commissioner.
- 14.2 A Member shall cooperate with requests for information during any investigations or inquiries under the Code of Conduct. A Member shall not destroy or damage documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a complaint has been filed under the Code of Conduct or any process for complaints adopted by the Municipality.

15.0 Penalties for Non-Compliance with the Code of Conduct

- 15.1 Where Council receives a report from the Integrity Commissioner that there has been a violation of the Code of Conduct by a Member, Council may impose the following penalties on the Member:
- (a) a reprimand; or
 - (b) a suspension of the remuneration paid to the Member in respect of his or her services as a Member for a period up to 90 days.
- 15.2 Council may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:
- (a) provide a written or verbal apology;
 - (b) return property or make reimbursement of its value or of money spent;
 - (c) be removed from or not be appointed to the membership on a committee of Council;
 - (d) be removed from or not be appointed as chair of a committee of Council; and
 - (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

16.0 Legal Fees

- 16.1 A Member of Council is responsible for his or her own legal costs if he or she retains a lawyer or paralegal to provide counsel, advice or representation on any matter related to the Code of Conduct, including, but not limited to, an investigation and the imposition of penalties or remedial or corrective measures or actions by the Integrity Commissioner.

17.0 Complaint Protocol

- 17.1 The Complaint Protocol – Code of Conduct is Appendix “B” to the Code of Conduct.



APPENDIX "A"
DISCLOSURE STATEMENT FOR GIFTS OR BENEFITS

Member's Name: _____

Gift Received or Nature of Benefit: _____

Received From: _____

Date of Receipt: _____ Value or Estimate of Gift: _____

Please describe the circumstances under which the Gift or Benefit was received:

Please describe your intentions with respect to the Gift or Benefit:

Do you anticipate transferring the Gift or Benefit described above to the municipality or the local board?

Yes, immediately _____ Yes, eventually _____ No _____

Member's Signature

35001088.1

Date



APPENDIX "B" COMPLAINT PROTOCOL

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise a third party about the concerns regarding the Member's actions;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to settle or resolve the issue;
 - (g) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (h) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are strongly encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe violates the Code of Conduct.
3. With the consent of both the complaining individual and the Member, the Integrity Commissioner may participate in any informal process. The parties involved are encouraged to take advantage of the Integrity Commissioner's potential role as a mediator/conciliator of issues relating to a complaint.
4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

- 1.(1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
 - (a) all complaints shall be in writing on the prescribed form (Formal Complaint Form # 1) and shall be dated and signed by an identifiable individual;
 - (b) the complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Council may also file a complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
- (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal request that the Integrity Commissioner carry out an inquiry concerning an alleged contravention of section 5, 5.1 or 5.2 of that Act by a Member in accordance with the following requirements:
 - (a) all requests (also referred to as "complaints") shall be in writing on the prescribed form (Formal Complaint Form # 2) dated and signed by an identifiable individual;
 - (b) the request shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the complaint, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) Council may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 1(2).
- (3) Individuals, electors or persons demonstrably acting in the public interest who file a formal complaint under Sections 1(1) or 1(2) must provide a full and complete record of evidence to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information to supplement or complete the evidentiary record to substantiate or support the allegations set out in the complaint or request.

Filing of Complaint and Classification by Integrity Commissioner

- 2.(1) The complaint may be filed with the Chief Administrative Officer by hard copy or directly with Integrity Commissioner by a sealed hard copy or by e-mail to the email address(es) set out on the Municipality's website.
- (2) The Integrity Commissioner shall initially classify the complaint to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code of Conduct and not covered by other legislation or other Council procedures, policies or rules as set out in Section 3 or whether it is a request under sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction

3. If the complaint, including the supporting affidavit, is not, on its face, a complaint with respect to non-compliance with the Code of Conduct or the complaint relates to matters addressed by other legislation under another Municipality procedure, policy or rule or request in relation to sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
 - (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Chief Administrative Officer to deal with under its access and privacy policies under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the complaint appears to fall within the scope of another procedure, policy or rule of the Municipality, the complainant shall be advised to pursue the matter under such procedure, policy or rule with the appropriate Municipality official or staff member;

Lack of Jurisdiction

- (d) if the complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of Council or a local board as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals as the Integrity Commissioner considers appropriate;

Matter Already Pending

- (e) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (f) if the complaint is in relation to a similar matter which is subject to an outstanding complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (g) if the complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also governs the Members (for example, another board, body or committee to which the Member has been appointed), the Integrity Commissioner shall consider the most appropriate forum for the complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.

Limitation Period

- 4.(1) The Integrity Commissioner shall not accept a complaint under the Code of Conduct for which the event giving rise to the complaint occurred or came to the attention of the complainant more than six (6) months prior to the date of the filing of the complaint. The complainant must establish that the event giving rise to the complaint occurred and/or came to the complainant's attention within six (6) months of the complaint being filed in accordance with Section 2.
- (2) The Integrity Commissioner shall not accept a request relating to sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(6) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

- 5. The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied, after considering the information contained in the complaint, that a complaint:
 - (a) is frivolous or vexatious,
 - (b) is not made in good faith,

- (c) constitutes an abuse of process,
- (d) discloses no grounds or insufficient grounds for an investigation, or
- (e) does not warrant a full investigation,

the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member.

Opportunities for Resolution

- 6. Following receipt and review of a formal complaint or at any time during the investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 7.(1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
 - (a) provide the Member with an outline of the complaint with sufficient particularity to allow the Member to understand the complaint against him or her but the Integrity Commissioner shall not have any obligation to disclose:
 - (i) the identity of the complainant, or
 - (ii) the identity of any witnesses set out in the complaint or persons that are questioned/interviewed by the Integrity Commissioner,unless it is essential for the Member to adequately respond to the complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
 - (b) request that the Member provide a written response to the allegations in the complaint to the Integrity Commissioner within ten (10) business days;
 - (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within ten (10) business days; and
 - (d) extend the timelines set out above if the Integrity Commissioner deems it necessary to do so in his or her sole and absolute discretion.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any

other documents or electronic materials, including any materials on the Municipality's computers and servers, and may enter any Municipality work location relevant to the complaint for the purpose of investigation and potential resolution.

- (3) The Integrity Commissioner may, but is under no obligation, to provide the Member with a draft of the proposed draft report on the complaint.
- (4) The Integrity Commissioner shall not issue a report finding a violation of the Code of Conduct on the part of any Member unless the Member has had an opportunity either in person or in writing to comment to the Integrity Commissioner on any preliminary or proposed finding(s).
- (5) The Integrity Commissioner may, but is under no obligation, to advise either the Member or the complainant of any proposed sanction or recommendation the Integrity Commissioner may include in the report to Council.
- (6) The Integrity Commissioner may make interim reports to Council where necessary and as required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal complaint investigation.
- (7) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to Council where necessary and as required to address any instances of non-compliance with any decision of Council including the failure to comply with any penalties or corrective measure or actions imposed by Council.
- (8) The Integrity Commissioner shall retain all records related to the complaint and investigation but may provide copies of certain records, in confidence, to Municipality administrative staff who are required to ensure that any such records are securely and confidentially retained.

No Complaint Prior to Municipal Election

- 8.(1) Notwithstanding any other provision of this Complaint Protocol, no complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to Council during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.
- (2) If the Integrity Commissioner has received a complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

- 9.(1) Subject to Section 9(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.

Authority to Abridge or Extend

- 10.(1) Notwithstanding any requirement, obligation or timeline, set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend any provision therein in the public interest.

Investigation Report

- 11.(1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide an interim report to Council and must advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall report to Council outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it considered by Council.

- (4) Where the complaint is not sustained, the Integrity Commissioner is not obligated to report to Council on the result of the investigation or any findings but may do so at his/her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred eighty (180) days after the official receipt of any complaint validly made under Section 1(2) of this Part.

Findings

12.(1) If the Integrity Commissioner determines that:

- (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
- (b) a contravention occurred but:
 - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
 - (ii) it was trivial,
 - (iii) it was committed through inadvertence, or
 - (iv) it resulted from an error in judgment made in good faith,

the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including but not limited to, a recommendation of no penalty.

- (2) If the Integrity Commissioner considers it appropriate, once he or she has concluded the investigation under Section 1(2) of this Part, he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute. If the Integrity Commissioner does not proceed with an application to the judge, he or she shall so advise the complainant.

Report to Council

13. Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Chief Administrative Officer shall place the report on the next regular agenda of Council for consideration by Council and Council must consider the report at that meeting and may accept or refuse the recommendations set out in the report and accept, refuse or vary any penalties or sanctions contained in the report. A report from the Integrity Commissioner may also be considered by Council in advance of its next regular meeting should Council agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of Council

14. Council shall consider and make a determination on the Integrity Commissioner's report at the same meeting at which the report is tabled.

Public Disclosure

- 15.(1) The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the complaint and investigation although copies may be provided to the Municipality's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.
- (3) The identity of the Member who is the subject of the complaint shall not be treated as confidential information in the Integrity Commissioner's report to Council. The identity of the complainant and of any other person, including witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner or if consented to by the complainant.
- (4) All reports from the Integrity Commissioner to Council shall be made available to the public by the Chief Administrative Officer.

Delegation by Integrity Commissioner

16. The Integrity Commissioner may delegate in writing to any person, other than a Member of Council, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.



**Code of Conduct — Formal Complaint Form # 1
AFFIDAVIT**

I, _____ (first and last name), of the
Municipality of _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I have reasonable and probable grounds to believe that:

_____ (specify name of
Member),

a member of the Council of The Corporation of the Municipality of Huron East or a local board of the Municipality, has contravened section(s) _____ of the Code of Conduct of the Municipality of Huron East. The particulars of which are attached hereto.

2. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or investigated by the Municipality of Huron East's Integrity Commissioner and for no other improper purpose.

SWORN (or AFFIRMED) before me at the)
the _____ of _____ on)
_____ (date))
_____)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.



Municipal Conflict of Interest Act— Formal Complaint Form # 2
STATUTORY DECLARATION

I, _____ (first and last name), of the
Municipality of _____ in the Province of Ontario.

I SOLEMNLY DECLARE THAT:

1. I have reasonable and probable grounds to believe that:

_____ (specify name of Member),
a member of the Council of The Corporation of the Municipality of Huron East or a local board of the Municipality, has contravened section(s) _____ of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50. The particulars of which are attached hereto.

2. I became aware of the facts constituting the alleged contravention not more than six (6) weeks ago and they comprise the following: (use separate page if required)

This declaration is made for the purpose of requesting that this matter be investigated by the Municipality of Huron East's Integrity Commissioner and for no other improper purpose.

DECLARED before me at the _____)
the _____ of _____ on _____)
_____ (date) _____)
_____)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

HURON EAST ADMINISTRATION

MUNICIPALITY OF HURON EAST COUNCIL
Document No. 7-05-3, 2019
HOW DISPOSED OF

TO: Mayor MacLellan and Members Council
FROM: Brad Knight, CAO/Clerk
DATE: February 28th, 2019
SUBJECT: Bill 68 requirements effective March 1, 2019

RECOMMENDATION:

1. That Council adopt a Council/Staff Relationship Policy and attach it as Appendix "G" to the Huron East Employee Handbook".
2. That Council adopt a policy for pregnancy and parental leaves of members of Council and that the policy be included in Section 26 (Parental/Maternity Leaves) in the Employee Handbook.
3. That a policy with respect to the protection and enhancement of tree canopy/natural vegetation be adopted and be designated as Planning & Development Policy 8.04.

BACKGROUND:

As my November, 2017 report indicated, Bill 68 required three additional policies to be implemented by March 1st, 2019.

270(1) 2.1 – a policy to be established with respect to the relationship between members of Council and staff

270(1) 7 – a policy on protection/enhancement of the tree canopy/natural vegetation

270(1) 8 – a policy for pregnancy leaves/parental leaves for members of Council

Although not required to do so, Aird & Berlis provided a draft council-staff relationship policy. The policy could likely be considered as a logical extension of the Code of Conduct.

Section 259(1)(c) of the Municipal Act requires a members position to become vacant if they are absent from the meetings of Council for 3 consecutive months without being authorized by a resolution of Council to do so. Section 259(1.1) provides an exception to 259(1)(c) if the absence is a result of the member's pregnancy, birth of the member's child or the adoption of a child by the member. Section 270(8) of the Municipal Act requires a policy to be in place and the following is being suggested.

Pregnancy/Parental Leave (Members of Council)

In accordance with Sections 259(1.1) and 270(8) of the Municipal Act a Member of Council is entitled to an absence of 20 consecutive weeks as a result of a Member's pregnancy, the birth of a Member's child or the adoption of a child by the Member. A Member will continue to receive all communications from the Municipality and retains the right to attend

any meetings, seminars or conferences that the Member is entitled to attend. The Member shall continue to receive their Council honourarium as determined under General Government Policy 1.12 (Council Remuneration Policy) during the leave period and shall be compensated for meetings attended during the leave period in accordance with Policy 1.12.

Where a Member of Council will be absent due to a Pregnancy and/or Parental Leave the Member shall provide written notice to the Clerk outlining the expected duration of leave including a potential start date and return date.

Council, where necessary, shall make temporary appointments to fill any vacancies of a Member to Committees on which the Member serves.

Section 270(7) of the Municipal Act requires the Municipality to have policies which enhance and protect the tree canopy and natural vegetation in the Municipality. I have attached a draft policy which may meet with Council's approval.

OTHERS CONSULTED:

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk


BUDGET IMPACT:

None.

SIGNATURES:



Brad Knight, CAO/Clerk



Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

APPENDIX “G”

COUNCIL AND STAFF RELATIONSHIP POLICY

1.0 Application & Purpose

- 1.1 This Council and Staff Relationship Policy applies to all Members of the Council of the Municipality of Huron East, including the Mayor, and all members of Staff of the Municipality of Huron East, including the CAO.
- 1.2 The purpose of this Policy is set out a general standard to ensure that Council and Staff share a common understanding of their respective roles and responsibilities as well as a common basis of their relationship, and to set out acceptable standards to govern their relationship and to which all Members and Staff are expected to adhere to and comply with.
- 1.3 The purpose of this Policy is to establish a policy to govern the relationship between Members of Council and Staff of the Municipality in accordance with paragraph 2.1 of subsection 270(1) of the *Municipal Act, 2001*.

2.0 Statement of Principles

- 2.1 This Policy is intended to set a high standard for relations between Council and Staff in order to provide good governance and instill a high level of public confidence in the administration of the Municipality by its Members as duly elected public representatives and its Staff as public administrators.
- 2.2 The following key statements of principle are intended to guide Council and Staff and to assist with the interpretation of the Policy:
 - Council and Staff shall recognize that positive internal relations are central to the collective ability of Members and Staff to provide good governance and instill a high level of public confidence in the administration of the Municipality;
 - Members and Staff shall relate to one another in a respectful, professional and courteous manner;
 - Members and Staff shall understand and respect each other’s respective roles and responsibilities; and
 - Members and Staff shall work together in furtherance of the common goal of serving the public good.

The above statements are key principles that are intended to facilitate an understanding, application and interpretation of the Policy – these principles are not operative provisions of the Policy.

3.0 Definitions

3.1 The following terms shall have the following meanings in this Policy:

- (a) "Chief Administrative Officer" means the Chief Administrator Officer of the Municipality;
- (b) "Clerk" means the Clerk of the Municipality;
- (c) "Council" means the council for the Municipality;
- (d) "Mayor" means the head of Council;
- (e) "Member" means a Member of Council;
- (f) "Municipality" means The Corporation of the Municipality of Huron East;
- (g) "Policy" means this Council and Staff Relationship Policy; and
- (h) "Staff" means the Chief Administrative Officer and all officers, directors, managers, supervisors and all employees, whether full-time, part-time, contract, seasonal or volunteer employees, as well as agents and consultants acting in furtherance of the Municipality's business and interests.

4.0 General Obligations

4.1 In all respects, Members and Staff shall:

- (a) relate to one another in a courteous, respectful and professional manner;
- (b) maintain formal working relationships in order to promote equality and discourage favouritism, which includes but is not limited to using proper titles and avoiding first names during public meetings or formal business dealings;
- (c) understand their respective roles and responsibilities, and appreciate and respect the roles and responsibilities of the other;
- (d) work together to produce the best results and outcomes for the Municipality and always for the collective public interest of the Municipality; and
- (e) act in a manner that enhances public confidence in local government.

5.0 Roles and Responsibilities of Members

5.1 Members acknowledge and agree that:

- (a) Council as a whole is the governing body of the Municipality and that it comprises a collective decision-making body;
- (b) they are representatives of the entire Municipality;
- (c) Staff serve the whole of Council rather than any individual Member;
- (d) they govern, provide political direction and make decisions as Council;
- (e) they will respect the administrative and managerial chain of command by:
 - (i) directing any questions or concerns in relation to the administration or management of the Municipality to the Mayor or the Chief Administrative Officer for their consideration,
 - (ii) giving direction to Staff only as Council and through the Chief Administrative Officer, and
 - (iii) refraining from becoming involved in the management of Staff;
- (f) they shall use Staff time effectively, which includes but is not limited to only referring essential matters to Staff for reports;
- (g) they ensure any requests for information to Staff that were not received at a meeting of Council are made in writing and circulated in writing to all Members;
- (h) they understand that Staff will undertake significant projects only if they have been directed to do so by Council through the Chief Administrative Officer;
- (i) whenever possible, they shall notify Staff if an action or position of Staff is to be questioned or criticized at a public meeting to ensure Staff has sufficient time to formulate an intelligent, informed and helpful response for the consideration of Council and that any such questioning or criticism shall be undertaken with courtesy, respect and professionalism, and in no event shall there be any attempt to humiliate, berate, disparage or denigrate Staff and that they shall refrain from publicly criticizing members of Staff in relation to their intelligence, integrity, competence or otherwise;
- (j) they shall request advice from the Chief Administrative Officer about the appropriate wording of motions, amendments, and formal directions of Staff;

- (k) they shall request information regarding meeting agendas or minutes from the Chief Administrative Officer;
- (l) as individual Members, they have no greater access to records or information held by the Municipality than any member of the public and that they cannot access records or information otherwise protected from disclosure by the *Municipal Freedom of Information and Protection of Privacy Act* or in accordance with the process set out in that statute;
- (m) they shall recognize Staff are not expected to provide information or take action in outside of regular administrative business hours, except in extenuating circumstances;
- (n) certain members of Staff are statutory officers and have specific statutory authorities, duties, powers and responsibilities that cannot be interfered with or derogated from;
- (o) they shall at all times comply with the Municipality's Code of Conduct for Members of Council; and
- (p) they shall at all times comply with any policies relating to Council that the Council may implement from time to time.

6.0 Roles and Responsibilities of Staff

6.1 Staff acknowledge and agree that:

- (a) Council is the collective decision-making and governing body of the Municipality and is ultimately responsible to the electorate for the good governance of the Municipality;
- (b) they shall implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions and any duties specifically assigned to them by Council;
- (c) they shall assist Council in their decision-making process with respect to its decision, policies and programs by providing Council with information based on professional expertise, research and good judgment in a professional and timely manner;
- (d) they shall serve the whole of Council rather than any individual Member;
- (e) all Members are equal and shall be treated as such and always with courtesy, respect and professionalism;
- (f) they shall respond to inquiries from Council and provide appropriate and timely follow-up to such inquiries as necessary;

- (g) they shall ensure any responses to requests for information by a Member that were not received at a meeting of Council are circulated to all Members;
- (h) they shall refrain from becoming involved in the policy and decision-making process of Council, outside of ensuring that Council is provided with the information necessary in order to make their decisions and that Council is aware of any issues that may impact such decisions;
- (i) they shall diligently and impartially implement Council's decisions;
- (j) they shall notify management or the Chief Administrative Officer, as appropriate, of any issues that may impact the Municipality and of ongoing activities in each department;
- (k) they shall not speak publicly on any matter respecting any Council decisions or policies without authorization to do so, and without limiting the generality of the foregoing, shall not publicly criticize any decision or policy of Council;
- (l) they shall refrain from publicly criticizing decisions of Council or Members in relation to their intelligence, integrity, competence or otherwise; and
- (m) they shall at all times comply with any policies relating to Staff that the Council may implement from time to time.



Municipality of Huron East – Policies & Procedures

Tree Canopy and Natural Vegetation Policy

Section 270(1)(7) requires municipalities to have policies for the protection and enhancement of the tree canopy and natural vegetation in the Municipality.

Policies for the protection/enhancement of the tree canopy and natural vegetation are generally contained in existing planning documents of the County of Huron and the Municipality of Huron East.

Huron County By-Law 38-2013 is a by-law which prohibits or regulates the destruction or injuring of trees in woodlands or woodlots within the County of Huron. The by-law requires property owners who wish to harvest marketable timber from woodlots to file a Notice of Intent and to acquire a permit to harvest trees from a woodlot. The by-law places size restrictions on specific species of trees that may be harvested which assists in maintaining good forestry practices to maintain the diversity and overall health of the woodlot.

Policies to identify and protect areas of natural environment are generally found in Section 5 of the Huron East Official Plan. Section 5 in the Official Plan notes that forest coverage in Huron East is approximately 10.8% but that Huron East has a potential target forest canopy of 15% based on the amount of marginal land and other low quality agricultural lands that could be reforested. Very specific policies concerning the use of existing woodlands and their future protection are contained in Section 5.4.7.

5.4.7. Use of Existing Woodland Lots

Significant forested areas shall be protected. Development shall be directed away from forested areas where an alternative location exists on the property.

The policy does recognize that existing lots of record may be comprised entirely of woodland features and allows in limited cases, a residential development subject to a rezoning and specific requirements such as

- Development may be conditional on an Environmental Impact Study (EIS) and on natural environment enhancements, such as forest improvements, linkages, stewardship agreements and conservation easements.

Municipality of Huron East – Tree Canopy and Natural Vegetation Policy

Policies in Huron East Zoning By-Law 12-1985 further enhance and implement the policies in the Huron East Official Plan. Natural Environment areas are identified on zoning maps and are zoned in one of three categories with a limited number of permitted uses.

- NE1 is a Natural Environment Full Protection Zone comprised of flood prone lands and natural vegetation areas with standing water and water recharge areas or significant natural environment features.
- NE2 is a Natural Environment Limited Protection Zone which is generally comprised of upland woodlots. All NE1 permitted uses are permitted in the NE2 zone.
- NE3 is a Natural Environment Development Permitted Zone. All NE1 and NE2 permitted uses are permitted in the NE3 zone.

The Municipality of Huron East is a member of two conservation authorities, being the Ausable Bayfield Conservation Authority (ABCA) and the Maitland Valley Conservation Authority (MVCA). The Municipality of Huron East actively promotes the tree planting and forestry services of both conservation authorities and has actively utilized the roadside tree planting program to replace trees that have been removed due to age, disease or construction activities. For trees removed within road allowances in urban areas, the Municipality offers large stock trees to abutting owners who wish to plant and maintain trees on private property. The Municipality also actively plants trees in urban areas on properties and greenspaces owned by the Municipality.



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

322 Main Street South P.O. Box 759

Exeter Ontario

NOM 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 8-05-1, 2019

HOW DISPOSED OF

February 21, 2019

Huron County Court House
1 Courthouse Square
Goderich, ON N7A 1M2

Attention: Susan Cronin, Clerk

At the Municipality of South Huron Council meeting of February 4, 2019,
Council passed the following resolution:

"Whereas the Province of Ontario has announced it will conduct a review of regional governments and Simcoe County to help ensure that these municipalities are working effectively and efficiently, and can continue to provide the vital services that communities depend on; and

Whereas the County of Huron is considering a site and proposal to construct a new Huron County administration building at an estimated cost of \$26.5 million; and

Whereas the County of Huron has moved to call a meeting of the Huron County Facilities Review Committee to review the proposal and site and bring a recommendation back to Huron County Council;

Now therefore be it resolved that Council of the Municipality of South Huron urge Huron County Council to consider deferring a new administration building until feedback is received from the Provincial Governance Review; and

That the location of the proposed facility, should the new build proceed, be located in the center of the county on lands already owned by Huron County; and

That all Huron County Councils be consulted during the process of considering the proposed location of a site for a new administration building, should the build proceed; and

That this resolution be circulated to Huron County and all Huron County municipalities.”

Sincerely,



Rebekah Msuya-Collison, Director of Legislative Services/Clerk
Municipality of South Huron
519-235-0310 x227
clerk@southhuron.ca

c. All Huron County municipalities

info@whitestone.ca; info@whitewaterregion.ca; wollaston@bellnet.ca;
zorrazorra@zorrazorra.on.ca; cityclerk@portcolborne.ca; clerk@southalgonquin.ca;
bwatson@brighton.ca; jbouthillette@stcharlesontario.ca; pberfelz@northperth.ca;
deputyclerk@ebonfield.org; clerkoffice@centrehastings.com;
jaremy.hpayne@bellnet.ca; cao@lanarkhighlands.ca; kingsvilleworks@kingsville.ca;
treasurer@ntl.sympatico.ca; admin@manitouwadge.ca; service@kenora.ca;
peggy@baldwin.ca; info@whiteriver.ca; cbrooks@cramahetownship.ca;
calvin.rodgers@chamberlaintownship.com; info@townofspanish.com;
t.bennett@marmoraandlake.ca; asimonian@augusta.ca;
regionaldclerk@regionofwaterloo.ca; MCadieux@prescott-russell.on.ca;
townclerk@milton.ca

Cc: Loriann Harbers
Subject: Township of South Stormont Council Resolution - Provincial Review of OMPF

Good afternoon,

In light of the review of the Ontario Municipal Partnership Fund (OMPF) announced by the Provincial government, the Council of the Township of South Stormont passed the following resolution at its meeting of February 20, 2019:

Resolution Number: 047/2019
Moved by: Deputy Mayor Smith Seconded by: Councillor Guindon

Whereas the Provincial government announced it was conducting a review of the Ontario Municipal Partnership Fund (OMPF), which provides annual funding allotments to municipal governments to help offset operating and capital costs;

And whereas Municipalities were further advised that the overall spending envelope for the program would decrease having a significant impact on future budgets and how funds are raised by Municipalities as funding will be reduced by an unspecified amount;

And whereas if allocations to municipalities are reduced, Councils will need to compensate with property tax increases or local service reductions;

And whereas, the 2018 South Stormont allocation was **\$821,700**, which is equivalent to **14%** of the Township's municipal property tax revenue;

And whereas, a 14% increase in the municipal property tax rate would increase the municipal component of property taxes paid for an average household by **\$129 per year**;

And whereas the Township of South Stormont prides itself on efficient and value for money practices every day;

Now therefore be it resolved that although an interim payment has been received, Council of the Township of South Stormont expresses grave concern with the potential reduction and/or loss of the OMPF allotment in future years;

And further, Council petitions the Provincial government to complete the OMPF review in an expeditious manner as future financial consideration ensures municipal sustainability;

And furthermore, that this resolution be circulated to the Premier, Ministers of Finance, Municipal Affairs and Housing, our local MPP and all Ontario municipalities for their endorsement and support.

CARRIED

Your endorsement and support of this resolution would be appreciated.

Sincerely,

Ashley Sloan

Clerk's Assistant
Marriage Officiant



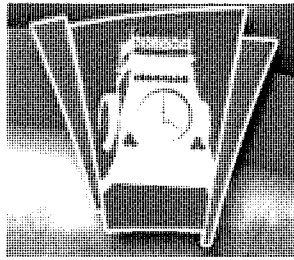
Come see for yourself!

Township of South Stormont
2 Mille Roches Rd., P.O. Box 84
Long Sault, ON K0C 1P0
Email: ashley@southstormont.ca
Office: 613-534-8889 ext. 204
Fax: 613-534-2280

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 Please consider the environment before printing this email



'Shop Seaforth'

Seaforth BIA

Municipality of Huron East
c/o CAO Brad Knight
52 Main St.,
Seaforth, On N0K 1W0

Dear Council,

On February 27th, 2019 the Seaforth BIA held their Annual General Meeting. The Directors for 2019 are:

Chair: to be determined at next meeting

Secretary: Maureen Agar

Seaforth Golf Club

Directors:

Brenda Campbell
Shannon Craig
Shelley MacMillan
Shelley Lindner
Kaleda Connell
Tracey Sills-McKee

Realty Executives Platinum Ltd.
McKillop Mutual Insurance
The Looking Glass
CIBC
Degree CrossFit Seaforth
Sills Home Hardware

Council Rep:

Bob Fisher

Sincerely,

Maureen Agar
Secretary, Seaforth BIA



Huron & Area Search and Rescue
PO Box 153, Zurich ON, N0M 2T0

MUNICIPALITY OF HURON EAST COUNCIL
Document No. 8-05-4 20 19
HOW DISPOSED OF

To whom it may concern,

My name is Jamie Mitchell and I am the Operations Commander for the Huron & Area Search and Rescue (HASAR) a newly formed civilian search and rescue organization based out of Huron County; however serving the surrounding area in Lambton County, South Bruce and Perth County. Our organization has begun to train this winter for spring 2019 certification for Basic Search and Rescue and acceptance into the Ontario Search and Rescue Volunteer Association. As such, our volunteers will be trained in ground search, marine search and will take part in various public events and winter operations such as warming stations and such. To date we have 60 volunteers.

HASAR has been accepted by the Canadian Coast Guard Auxiliary as a detachment, thus we will be opening a Marine component under the CCGA out of Bayfield, to begin with. Our goal is to expand this life-saving resource to assist the Canadian Coast Guard and Ontario Provincial Police Marine Unit to Grand Bend in the 2020 boating season. HASAR will also deploy commercially certified UAV (drone) operators in deployments of searches, marine emergencies as well as assisting Fire Services where requested. As well as the search and rescue services we will bring to the surrounding communities we also have 14 members trained in the delivery of Adventuresmart; a program to teach children how to survive being lost and the possibility of running Project Lifesaver.

In order to be accepted into OSARVA and complete our BSAR certification we are asking for a letter from a local municipality in our coverage area stating that you see a need and support our organization. As a first responder and community member, I see a large gap strongly and believe that this will make Huron and surrounding areas a much safer place. HASAR is more than willing to come should you have any questions, comments or queries. I can be contacted at jmitchellhasar@gmail.com

Respectfully Submitted,

Jamie Mitchell
Operations Commander
Huron & Area Search and Rescue
www.hasar.ca

11-05-1



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

NOTICE OF AN APPLICATION FOR CONSENT FOR SEVERANCE

DATE: February 19, 2019

File # C10-2019

TO:

- Owner/Applicant: William & Marlene Charters
- Brad Knight, Clerk/CAO - Municipality of Huron East
- Cathy Garrick, Planning Coordinator - Municipality of Huron East
- Huron County Health Unit
- Denise Van Amersfoort, Senior Planner, Huron County Planning Department

Enclosed is a copy of an application for Consent for your review and comments to the Huron County Planning & Development Department.

LOCATION OF PROPERTY

Municipality: Huron East

Lot 22, Concession 3, Tuckersmith

Address: 74124 Morrison Line

Owner/Applicant: William & Marlene Charters

Solicitor: Kathryn M. Ritsma, Monteith Ritsma Phillips PC

PURPOSE AND EFFECT

The purpose and effect of this application is for the creation of a new lot under the surplus farm residence policies. The proposed severed lands are approximately 14972.8 m2 consisting a house, garage and drive shed. The vacant agricultural lands to be retained are approximately 101.93 acres (41.25 ha). This application also has the effect of placing two easements on the severed land in favour of the retained parcel for access to field drain tiles.

LAST DAY FOR RECEIVING COMMENTS

We would appreciate your comments by **March 5, 2019** as to whether or not your department or agency has any comments to this severance and whether or not any conditions should be imposed. All comments should be addressed to the Attention of Lisa Finch, Land Division Administrator at the following by e-mail address lfinch@huroncounty.ca or by regular mail to the address above and to the Attention of Lisa Finch, Land Division Administrator. We will assume you have no objections to the application if no comments are received by the time specified. If this does not provide you with sufficient opportunity to consider the application, please advise.

DECISION AND APPEAL

If you wish to be notified of the decision in respect to the proposed consent, you must make a written request to the Huron County Planning & Development Department c/o Ms. Lisa Finch, Land Division Administrator, Huron County Consent Granting Authority at 57 Napier Street, 2nd Floor, Goderich, Ontario, N7A 1W2.

If a person or public body, that files an appeal of a decision in respect of the proposed consent, does not make written submission to the Huron County Planning Department before it gives or refuses to give a provisional consent, then the Local Planning Appeal Tribunal may dismiss the appeal.

"Planning with the community for a healthy, viable and sustainable future."



Ontario's West Coast

160-023-03100

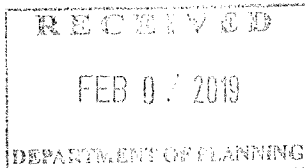
APPLICATION FOR CONSENT



For office use only File # C 10/19

Received FEB 7, 2019

Considered Complete FEB 15, 2019



1. PRE-SUBMISSION CONSULTATION

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

Date of Applicant's consultation meeting with County Planner assigned to Municipality:

2. APPLICATION INFORMATION

Name of Applicant William and Marlene Charters	Name of Owner _____ <input checked="" type="checkbox"/> Check box if same as Applicant
Telephone Numbers Home <u>519-263-5008</u> Work _____ Fax _____ Cell <u>519-871-5009</u> Email <u>charters@tcc.on.ca</u> Address <u>74124 Morrison Line, R.R.#3 Kippen, Ontario</u> Postal Code <u>N0M 2E0</u>	Telephone Numbers Home _____ Work _____ Fax _____ Cell _____ Email _____ Address _____ Postal Code _____

Solicitor name (if known) Kathryn M. Ritsma, Monteith Ritsma Phillips Professional Corporation

Address: 56 Albert Street, P.O. Box 846, Stratford, Ontario N5A 6W3

Tel: 519-271-6770 Email: ritsma@stratfordlawyers.com

Correspondence to be sent to: to all parties, or applicant, and/or owner

3. LOCATION OF THE SUBJECT PROPERTY – SEVERED & RETAINED (Complete applicable lines)

Municipality: <u>Huron East</u>	Concession: <u>3</u>
Ward: <u>Tuckersmith</u>	Lot Number(s): <u>22</u>
Registered Plan: _____	Lot(s) Block(s): _____
Reference Plan: _____	Part Number(s): _____
Municipal Address (911 number and street/road name): <u>74124 Morrison Line</u>	Roll # (if available) _____

APPLICATION FOR CONSENT

a) Are there any right-of-way easements or restrictive covenants affecting the severed or retained land?

b) Yes No

If **Yes**, describe the location of the right-of-way or easement or covenant and its effect:

Two easements to be created for access by the retained lands owner to field drain tiles as shown on the enclosed severance sketch.

c) Is any of the severed or retained land in Wellhead Protection Area C? Yes No Unknown

If **Yes**, please obtain a Restricted Land Use Permit from the Risk Management Official. If **Unknown**, please consult with your Municipal Planner and obtain a Restricted Land Use Permit if necessary.

d) Is the subject property systematically tiled? If yes, please submit tile maps with your application. Property is partially systematically tiled. Tile drain maps attached.

4. PURPOSE OF THE APPLICATION

Type of proposed transaction:

<p>Transfer:</p> <p><input checked="" type="checkbox"/> creation of a new lot</p> <p><input type="checkbox"/> Addition to lot</p> <p><input type="checkbox"/> An easement</p> <p><input type="checkbox"/> Other purpose (please specify)</p> <p>_____</p>	<p>Other:</p> <p><input type="checkbox"/> Charge</p> <p><input type="checkbox"/> Lease</p> <p><input type="checkbox"/> Correction of title</p>
--	---

Briefly, describe the proposed transaction.

Surplus Farm Dwelling Severance

Name(s) of person(s), if known, to which land or interest in land is to be transferred, leased or charged:

Wynja Farms Inc.

If a surplus severance, provide legal description and locations of other farm holdings of owner/purchaser.

See Schedule attached

If a lot addition, identify the lands to which the parcel will be added.

Municipality: _____	Concession: _____
Ward: _____	Lot Number(s): _____
Registered Plan: _____	Lot(s) Block(s): _____
Reference Plan: _____	Part Number(s): _____
Municipal Address (911 number and street/road name): _____	Roll # (if available) _____

APPLICATION FOR CONSENT

5. DESCRIPTION OF SUBJECT LAND

<p>a) Description land intended to be severed:</p> <p>Frontage: <u>See sketch attached</u></p> <p>Depth: <u>See sketch attached</u></p> <p>Area: <u>See sketch attached</u></p> <p>Existing Use(s) <u>AG1</u></p> <p>Proposed Use(s) <u>AG4</u></p> <p>Existing Building(s) or Structure(s) <u>House, garage & drive shed</u></p> <p>Proposed Building(s) or Structures <u>Drive shed - 40'x 56'</u></p> <p>b) Type of access: (check appropriate space)</p> <p><input type="checkbox"/> provincial highway</p> <p><input type="checkbox"/> county road</p> <p><input checked="" type="checkbox"/> municipal road, maintained all year</p> <p><input type="checkbox"/> municipal road, seasonally maintained</p> <p><input type="checkbox"/> other</p> <p>c) Type of water supply proposed: (check appropriate space)</p> <p><input type="checkbox"/> publicly owned and operated piped water system</p> <p><input checked="" type="checkbox"/> privately owned and operated individual well</p> <p style="padding-left: 40px;"><input type="checkbox"/> dug <input checked="" type="checkbox"/> drilled</p> <p><input type="checkbox"/> privately owned and operated communal well</p> <p><input type="checkbox"/> lake or other water body</p> <p><input type="checkbox"/> other means (please specify)</p> <p>d) Type of sewage disposal proposed: (check appropriate space)</p> <p><input type="checkbox"/> publicly owned & operated sanitary sewage system</p> <p><input checked="" type="checkbox"/> privately owned & operated individual septic tank</p> <p><input type="checkbox"/> privately owned & operated communal septic system</p> <p><input type="checkbox"/> privy</p> <p><input type="checkbox"/> other means (please specify)</p>	<p>a) Description of land intended to be retained:</p> <p>Frontage: <u>See sketch attached</u></p> <p>Depth: <u>See sketch attached</u></p> <p>Area: <u>See sketch attached</u></p> <p>Existing Use(s) <u>AG1 & NE2</u></p> <p>Proposed Use(s) <u>AG1 & NE2</u></p> <p>Existing Building(s) or Structure(s) <u>None</u></p> <p>Proposed Building(s) or Structures <u>None</u></p> <p>b) Type of access: (check appropriate space)</p> <p><input type="checkbox"/> provincial highway</p> <p><input type="checkbox"/> county road</p> <p><input checked="" type="checkbox"/> municipal road, maintained all year</p> <p><input type="checkbox"/> municipal road, seasonally maintained</p> <p><input type="checkbox"/> other</p> <p>c) Type of water supply proposed: (check appropriate space)</p> <p><input type="checkbox"/> publicly owned and operated piped water system</p> <p><input type="checkbox"/> privately owned and operated individual well</p> <p style="padding-left: 40px;"><input type="checkbox"/> dug <input type="checkbox"/> drilled <u>NONE</u></p> <p><input type="checkbox"/> privately owned and operated communal well</p> <p><input type="checkbox"/> lake or other water body</p> <p><input type="checkbox"/> other means (please specify)</p> <p>d) Type of sewage disposal proposed: <u>NONE</u> (check appropriate space)</p> <p><input type="checkbox"/> publicly owned & operated sanitary sewage system</p> <p><input type="checkbox"/> privately owned & operated individual septic tank</p> <p><input type="checkbox"/> privately owned & operated communal septic system</p> <p><input type="checkbox"/> privy</p> <p><input type="checkbox"/> other means (please specify)</p>
---	--

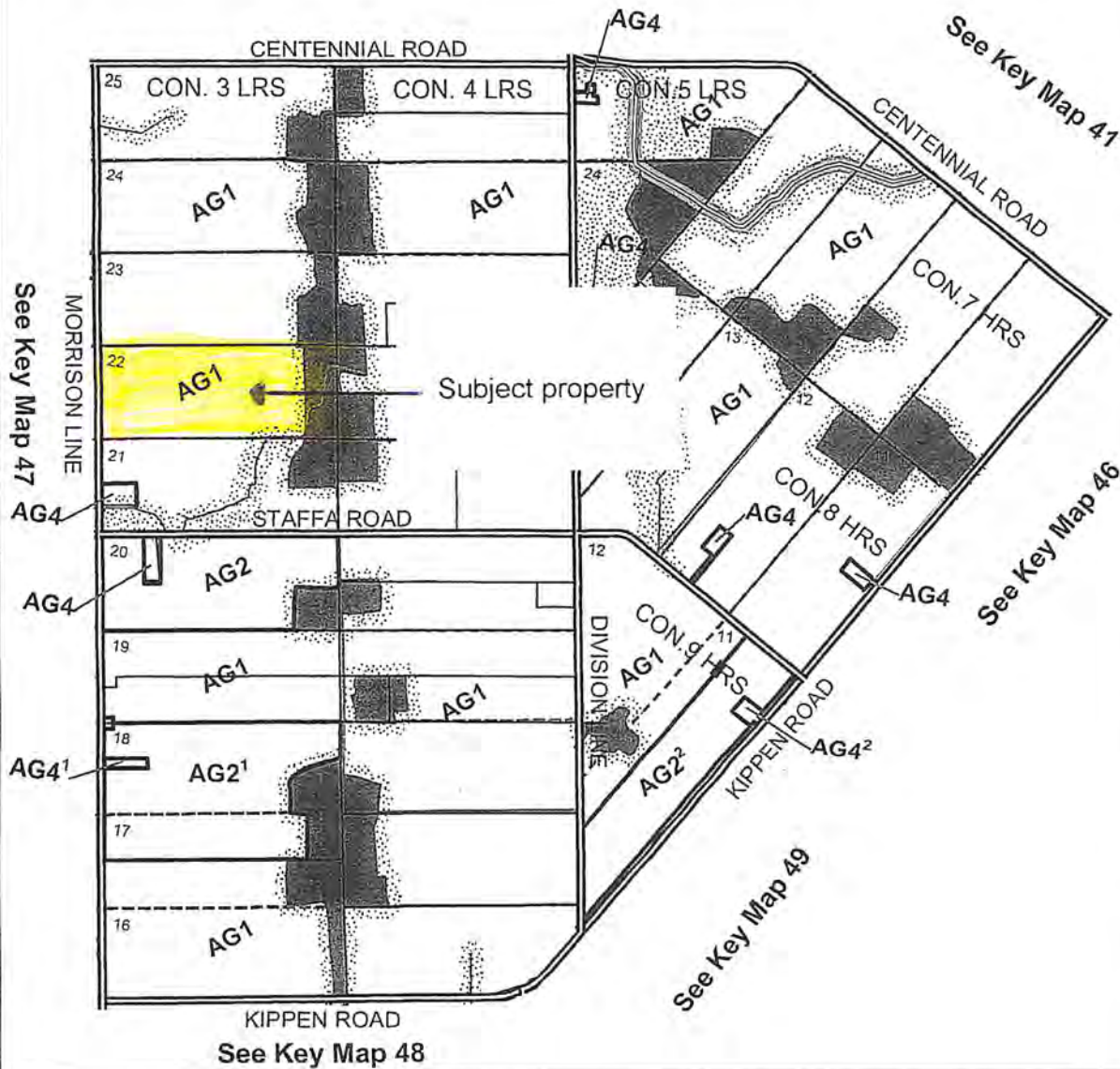
APPLICATION FOR CONSENT

6. LAND USE

- a) What is the existing Official Plan designation of the property?
Agriculture
- b) What is the zoning of the property?
AG1 & NE2
- c) Are any of the following uses or features on the subject land or on adjacent land, within 500 metres of the subject land?
Please respond **Yes** or **No** to each use or feature.

Use of Feature	On Subject Land?	On adjacent land within 500 metres of the subject land?	
	Please indicate Yes or No	Please indicate Yes or No	If Yes, give distance from subject land in metres
An agricultural operation, including livestock facility or stockyard	No	Yes	316 metres
A landfill	No	No	
A sewage treatment plant or waste stabilization plant	No	No	
A provincially significant wetland (Class 1,2 or 3 wetland)	No	No	
Flood plain	No	No	
A rehabilitated mine site	No	No	
A non-operating mine site within 1 km of the subject land	No	No	
An active mine site	No	No	
An industrial or commercial use (specify the use[s])	No	No	
A former industrial or commercial use	No	No	
An active railway line	No	No	
A municipal airport	No	No	
An underground storage tank or buried waste	No	No	
A current Environmental Site Assessment for the site or has one been prepared within the last 5 years. If Yes, please submit with application	No	No	

See Key Map 44



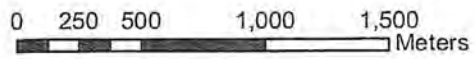
See Key Map 47

See Key Map 41

See Key Map 46

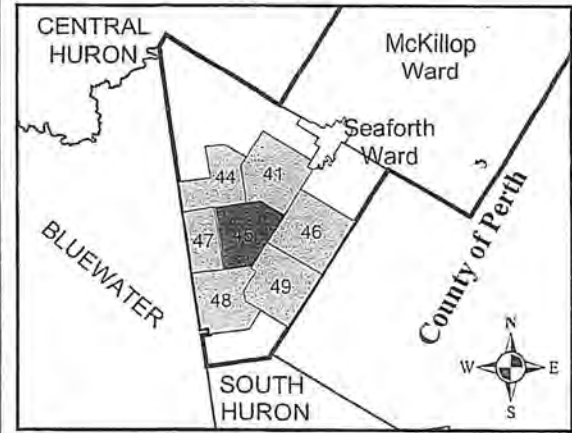
See Key Map 49

See Key Map 48



1:28,000

SCHEDULE 'A'
KEY MAP 45
HURON EAST
 TUCKERSMITH WARD



- NE1
- NE2
- Zone
- Rivers
- Railway
- Roads
- Natural Environment - Watercourse (NE1)
- Adjacent Lands and/or Conservation Authority Regulated Lands

Amendments

- 1 Amended by By-law 31-2007
- 2 Amended by By-law 20-2012

REVISION DATE March 26, 2012

SEVERANCE SKETCH

OF PART OF

LOT 22

CONCESSION 3

(GEOGRAPHIC TOWNSHIP OF TUCKERSMITH)

NOW IN THE

MUNICIPALITY OF HURON EAST

COUNTY OF HURON

SCALE 1:5000

0 20 40 60 80 100 200 300 METRES

MTE OLS LTD.
ONTARIO LAND SURVEYORS

404.803±

DETAIL
SCALE 1:1250

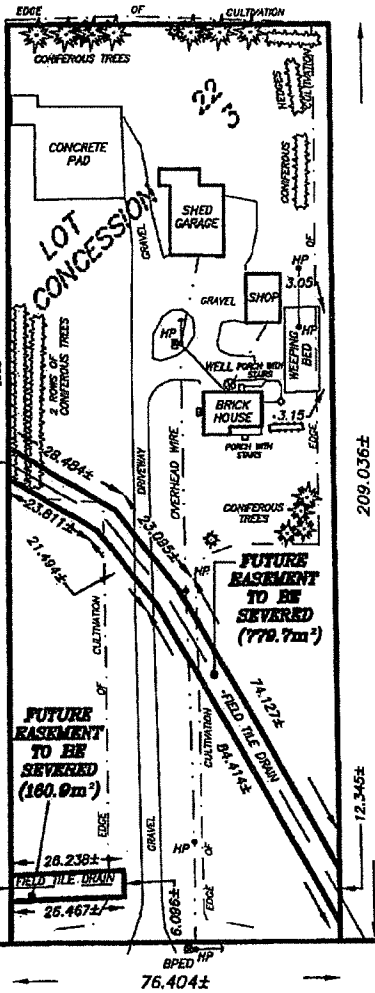
74.361±



**TO BE
RETAINED**
(41.25Ha)

**LOT 22
CONCESSION 3**

**TO BE
SEVERED**
(14972.8m²)



WIRE FENCE

REMAINS OF POST AND WIRE FENCE

406.319±

MORRISON LINE

METRIC:

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

CAUTION:

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSES INDICATED IN THE TITLE BLOCK.

THIS SKETCH IS PREPARED FOR BILL AND MARLENE CHARTERS DATE : OCTOBER 30, 2018

AREAS:

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471054.

AREAS SHOWN ON THIS PLAN ARE IN SQUARE METRES AND CAN BE CONVERTED TO ACRES BY DIVIDING BY 4046.8564.



MTE | OLS Ltd.

ONTARIO LAND SURVEYORS

365 HOME STREET

STRATFORD, ONTARIO, N5A 2A5

TEL: (519) 271-7952

FAX: (519) 271-3545

Cad File: P:\P\45034\100\45034-100-SVI.DWG

COGO : 45034-100-UTMGROUND.ASC

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Drawn By : A. FISET


Checked By : G. SEAMAN O.L.S

File No : 45034-100-SVI (5)



- Legend
- Parcel Fabric - Secure
 - Municipal Boundary
 - County Boundary
 - Citations

1: 1,128



57.3 0 28.66 57.3 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
© 2017 County of Huron

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



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

11-05-2

Consent Application Report – File C10/19 To Huron East Council

Owner/Applicant: William and Marlene Charters	Date: February 28, 2019
Property Address: 74124 Morrison Line	
Property Description: Lot 22, Concession 3, London Road Survey, Tuckersmith Ward, Huron East	

Recommendation: That provisional consent be:

- granted with conditions (attached)
- deferred
- denied (referred to the County Committee of the Whole Day 1 for a decision)

Purpose:

- enlarge abutting lot
- create new lot
- surplus farm dwelling
- right-of-way / easement
- other:

	Area	Official Plan Designation:	Zoning:	Structures:
Severed	1.5 hectare (3.7 acres)	Agriculture	General Agriculture (AG1)	Single detached dwelling, detached garage and shed
Retained	38.5 hectare (96.3 acres)	Agriculture, Natural Environment	General Agriculture (AG1) Natural Environment – Limited Protection (NE2)	Vacant

Review: This application:

- Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- Does not require a plan of subdivision for the proper and orderly development of the municipality (s.53(1) Planning Act);
- Conforms with section 51(24) of the Planning Act;
- Conforms with the Huron County Official Plan;
- Conforms with the Huron East Official Plan;
- Complies with the Huron East Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- Has been recommended for approval by the local municipality; and
- Has no unresolved objections/concerns raised (to date) from agencies or the public.
(Applications that do not meet all of the foregoing criteria will be referred to the County Committee of the Whole Day 1 for a decision)

Agency / Other Comments:

	Not Received	No Concerns	See Conditions / Comment
Huron County Health Unit	<input checked="" type="checkbox"/>		Inspection was completed in fall of 2018 so standard septic tank inspection condition is not required.
Neighbours	<input checked="" type="checkbox"/>		
Huron East staff		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments:

- The applicants do not qualify for a surplus residence consent as they do not own another farm parcel with a dwelling but the purchasers of the farmland, Wynja Farms inc., do qualify. A condition requires that the retained lands be registered in the name of Wynja Farms Inc.
- The bank barn has been removed in recent years.
- There is an existing field entrance at the southwest corner of the retained lands.
- Approximately 1 acre of land which is currently farmed is proposed to be included with the severed parcel. The applicants requested the severance in this manner to accommodate the location of an existing hydro line, to provide a buffer to the weeping bed and to generally 'square up' the severed parcel. Given the limited amount of farmland being removed, it can be supported.
- A significant tile is located such that it crosses over the existing laneway (see Figure 4). Access to this tile is required for the owner of the retained lands and thus an easement is requested as part of this application. A second easement is required to address a drain which is the subject of a mutual drain agreement with the abutting lands to the north.

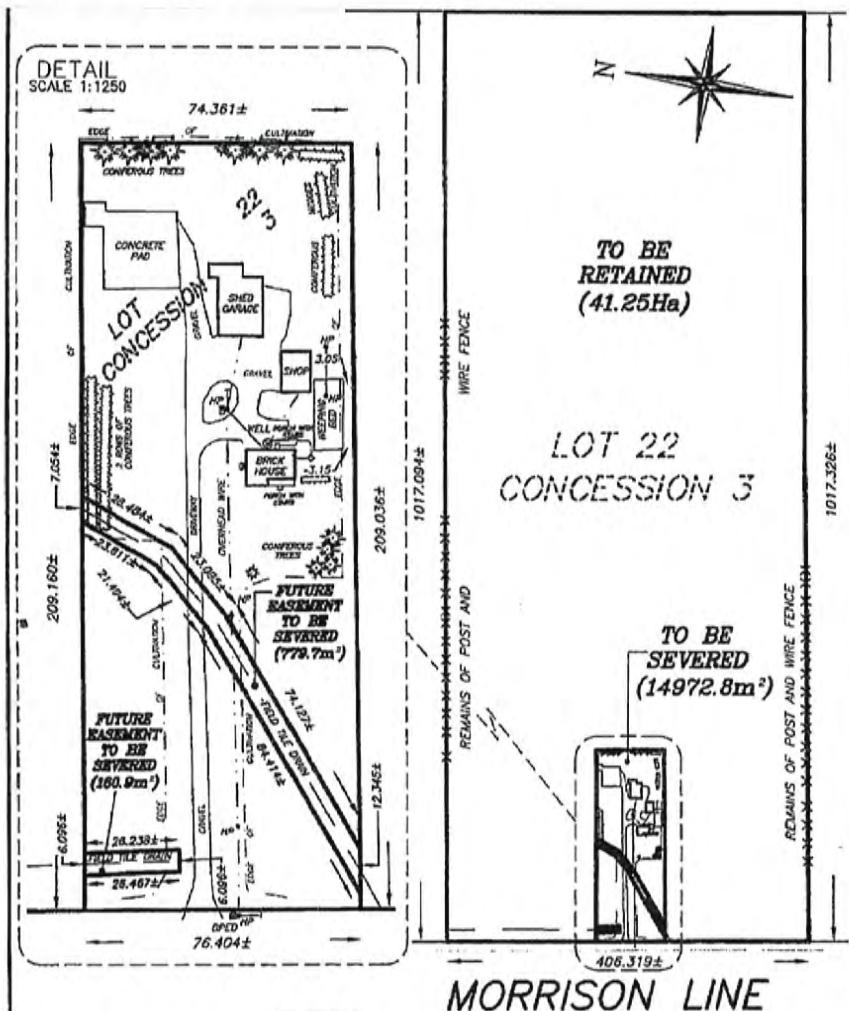
Figures 1 and 2: Aerial Photo of Subject Property (severed parcel outlined in yellow)



Figure 3: Photograph of Subject Property



Figure 4: Site Sketch



Recommended Conditions (denoted by ✓)

Expiry Period

- ✓ Conditions imposed must be met within one year 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 one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of the notice of decision.

Municipal Requirements

- ✓ All municipal requirements be met to the satisfaction of the municipality including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures and any related requirements, financial or otherwise.
- ✓ The sum of \$500.00 to be paid to the municipality as cash-in-lieu of parkland.
- ✓ That Section 65 of the Drainage Act be addressed to the satisfaction of the municipality.

Survey / Reference Plan

- ✓ 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;
 - b) two easements be shown on the reference plan and registered for the purposes of drainage and access to field tiles; and
 - c) a reference plan based on the approved survey.

Other

- ✓ That the retained lands be registered in the name of Wynja Farms Inc.

Notes:

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

Sincerely,
'Original signed by'

Denise Van Amersfoort, Senior Planner

Site Inspection: February 28, 2019

Minutes of the Huron East/Seaforth Community Development Trust meeting
Thursday, January 10, 2019

7:00 pm @ Post Office Boardroom



To use the reserve funds to promote the health, safety, morale, and welfare of the rate payers of the former Town of Seaforth; and to promote Economic Development of the geographic area known as the former Town of Seaforth.

Trust members present: Christie Little, Joe Steffler, Bob Fisher Neil Tam, Ellen Whalen, Ray Chartrand, Cathy Elliott

Others present: Brad Knight, Chance Coombs

The meeting was called to order by Chair Christie Little @ 7:08 p.m.

1. Small Business Lighting Upgrade Incentive Program – Brad Knight

- Brad explained how this energy program offered through Festival Hydro works (consultant does a walk through & provides an audit showing potential energy savings).
- Post Office and LHIN were audited and a good cost recoup was shown
- Post Office and LHIN can be done at the same time as the town's buildings are done

Brad Knight left the meeting.

2. Team Steep Request for Funding -

- 5 member male curling team has qualified for the Canadian Nationals in Saskatchewan with 3 of the team members from Seaforth, 2 from Markham
- \$5000/year/category (education, health, civic & community, arts, cultures & sports) is donation guideline
- this is the 4th time a funding request for curling has been received, \$2000 was given 4 years ago
- funding has not been given twice to any group requesting

Moved by Bob, seconded by Neil that the funding request be denied. Carried.

3. Additions to Agenda & Approval of Agenda

- Bob asked that financial remuneration for Christie's chairperson duties in December be added and that the February meeting include a tour of the Post Office

Moved by Neil, seconded by Bob that the agenda and additions be approved. Carried.

4. Disclosure of Trustees' Pecuniary Interest – none

5. Accounts Payable – Financial Reports

- Bob requested cost estimate for work being done on employee work areas of the Post Office. No information was available as former trustees Maureen Agar and Lin Steffler were looking after this project.
- Christie gave an overview of the trust's GIC's which are maturing soon.
- Brian Wightman's office requested direction re: using the services of Vodden Bender again this year.

Moved by Bob, seconded by Neil that the \$103,000 TD GIC be cashed & put in the bank account upon maturity and that the \$101,000 MCU GIC be renewed for 60 days upon maturity. Carried.

Moved by Joe, seconded by Neil that Vodden Bender be hired for 2019. Carried.

Moved by Bob, seconded by Ray that the Accounts Payable of \$2550.33 be paid. Carried.

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

Moved by Bob, seconded by Ray for approval of Property Manager's report. Carried.

7. Huron East Health Centre Report – Christie Little

- Christie reported that most offices in the facility are full, no major projects are planned for 2019 and there will be a slight (1.25%) rent increase.
- The trust provided a \$100,000 debenture at time of construction. As a result, 2 trust members sit on the HE Health Centre Management Committee board.

Moved by Ray, seconded by Bob that Neil Tam and Ellen Whalen represent the trust on the board and that the report be approved. Carried.

8. Minutes of November 29, 2018 meeting

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

Business Arising from the Minutes

- Neil asked if the tenants in the 3rd floor apartment could pay weekly rent for the final few weeks of their tenancy. Christie explained that rent is paid monthly, not weekly.
- Christie and Postmistress Andra toured the employee work areas under repair and are happy with the work being done. Cathy asked about a schedule for

maintenance, repair and upgrading of Post Office. There currently is no schedule but one will be compiled in 2019.

- Exterior work on the front entrance will take place Spring 2019. As a member of the HE Heritage Committee, Cathy offered to consult on this project.
- Joe recommended that the 2nd floor men's washroom be redone in 2019 as it is outdated and smells like urine.
- Chance asked if the employees' washroom would be wheelchair accessible.

9. New Business

- The current stipend for trustees is \$75/meeting and \$175/meeting for chairperson and secretary.

Moved by Bob, seconded by Joe that Christie Little receive \$100 for chairperson's duties she assumed for December 2018. Carried.

- Joe, Barry Mills and lighting specialist Eric Hewitt toured the 1st and 2nd floors of the Post Office (3rd floor isn't eligible for lighting programs as it's residential). Payback time for the Post Office will be less than 1 year and for the LHIN building, approximately 2 years if we upgrade to LED lighting using this program. No fixture changes are needed, just change to LED bulbs.

Moved by Joe, seconded by Bob that Joe will notify Brad Knight that the trust will book in with HE in replacing lightbulbs. Carried.

- Bob suggested that the February trust meeting begin at 6:30 pm with a tour of the Post Office.
- Christie asked that ideas for the trust's Strategic Plan be brought to the March meeting
- Christie asked if the trust would like to provide a movie screening (afternoon and evening) at SPS during March Break. As in the past, the Optimist Club's popcorn machine could be borrowed (the trust has popcorn). Cathy asked if the trust has a license to show movies and it does not. Cathy will check with SPS to see if they have a license. Neil volunteered to cover the technical set-up and showing of the movie.
- Chance will be away for 8 days in March and asked about a replacement property manager during that time. The former property manager had building tenants contact repair company directly during his absence.
- Brian Wightman's office provided CRA forms for trustees to complete and return in order to update their information.

Motion for adjournment at 8:42 pm by Ray.

Next meeting – Thursday February 7, 2019 at 6:30 pm

Chair Christie Little _____

13-05-2

Brad Knight

From: AMO Communications <Communicate@amo.on.ca>
Sent: Friday, February 01, 2019 3:01 PM
To: Brad Knight
Subject: Message from AMO President on Provincial Joint and Several Liability Review

AMO Update not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



Office of the President

February 1, 2019

Dear Heads of Council,

At the recent Rural Ontario Municipal Association conference, Premier Doug Ford announced the province will be launching a joint and several liability review. Liability reform represents a longstanding municipal request. Details on the nature and timing of this review and its accompanying public consultation are expected shortly.

Also known as the 1% rule, joint and several liability obliges a municipal government (which could be only 1% at fault) to pay a claimant's entire judgment in cases where other respondents are unable to pay a court ordered award. This rule means municipal governments often become the targets of litigation. It pushes municipalities to settle out of court to avoid long-drawn-out litigation for amounts that may be excessive. At the local level, this diverts property taxes away from public services to pay expensive insurance premiums or self-insurance costs. If this situation continues, efforts to limit liability exposure by scaling back public services (or activities like tobogganing in public spaces) will only continue.

Another challenge is that joint and several liability has narrowed municipal insurance choices. In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending underwriting operations citing, in part, "the impact of joint and several liability on municipal claim settlements". Less choice fuels cost.

Municipal advocacy on this issue in no way intends for injured parties to be denied justice or damages through the courts. Rather the key considerations are the inequity of how much "deep pocket" defendants are paying and the need to find a reasonable balance. Many common law jurisdictions around the world have adopted legal reforms to limit exposure and restore balance. Other countries and the vast majority of state governments south of the border have adopted forms of proportionate liability instead. Outside Ontario, others have recognized municipalities should not be insurers of last

resort.

In February 2014, MPPs from all parties supported a motion calling on the province to reform joint and several liability. Nearly 200 municipal councils also supported the motion introduced by Randy Pettapiece, MPP for Perth-Wellington, which called on the government to implement a comprehensive, long-term solution.

Building on the foundation of previous AMO work, we are assembling a group of municipal lawyers and risk managers to support municipal participation in this review. If you have a staff member or ideas that could contribute to this effort, please contact AMO Senior Advisor Matthew Wilson at mwilson@amo.on.ca.

For more background, please see [AMO's Liability Reform paper](#) or view our [Managing the Cost of Risk](#) insurance survey results. Further information will be shared in the weeks ahead.

Sincerely,

Jamie McGarvey
AMO President
Mayor, Town of Parry Sound

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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Association of Municipalities of Ontario
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13-05-4.

January 2019 Council Expenses

Date	Meetings	Raymond Chartrand	Brenda Dalton	Dianne Diehl	Bob Fisher	John Lowe	Bernie MacLellan	Larry McGrath	Alvin McLellan	Zoey Onn	Joe Steffler	Gloria Wilbee	Total
Jan. 7	Personnel Meeting	N/C		72.92 33.87		72.92 23.20	72.92 10.21		97.12 32.48				415.64
Jan. 8	Council Meeting	150.98		150.98 33.87	150.98	150.98 23.20	150.98 10.21	150.98	150.98 32.48		150.98	150.98 17.63	1,476.21
Jan. 9	Chip Committee Meeting - Clinton											72.92 20.42	93.34
Jan. 10	Water/Sewer Meeting	72.92				72.92 23.20	72.92 10.21	72.92	72.92 32.48		72.92		503.41
Jan. 10	Bruce Power Meeting - London						97.12 64.96						162.08
Jan. 15	Egmondville Sewer Open House										N/C		0.00
Jan. 16	OCWA - Water Quality Seminar		97.12	97.12 33.87		97.12	97.12 10.21			97.12 23.20	97.12	97.12 17.63	764.75
Jan. 17	BMGCC Board					72.92			72.92 10.21				156.05
Jan. 17	SDCC Meeting										72.92	72.92 17.63	163.47
Jan. 18	Brussels Ag Society - AGM					N/C	25.00 33.41						58.41
Jan. 22	Council Meeting	150.98	150.98 14.38	150.98 33.87	150.98	150.98 23.20	150.98 10.21	150.98	150.98 32.48	150.98 23.20	150.98	150.98	1,798.12
Jan. 23	Mid-Huron Landfill - 2 meetings						72.92 28.77						101.69
Jan. 24	Bluewater Recycling Association Meeting										72.92 34.34		107.26
Jan. 27-30	ROMA			386.64 181.42		386.64				386.64 168.90	386.64	386.64 171.68	2,455.20
Jan. 31	Walton Landfill			72.92 33.87									106.79
Total		374.88	262.48	1,282.33	301.96	1,097.28	918.15	374.88	685.05	850.04	1,038.82	1,176.55	8,362.42

13-05-5

2018 Council Statement of Remuneration and Expenses

Council	Member	Honourarium	Meetings	Conventions	Mileage	Misc.	Total
	Blaney, David	\$ 4,113.10	\$ 4,846.05	\$ 5,000.00	\$ 882.72	\$ 314.96	\$ 15,156.83
	Chartrand, Raymond	\$ 4,487.00	\$ 4,726.35	\$ 2,483.41	\$ 128.41	\$ 400.29	\$ 12,225.46
	Dalton, Brenda	\$ 4,487.00	\$ 4,932.95	\$ 3,258.55	\$ 519.36	\$ 494.68	\$ 13,692.54
	Diehl, Dianne	\$ 4,487.00	\$ 5,025.90	\$ 4,809.09	\$ 1,001.12	\$ 510.77	\$ 15,833.88
	Fisher, Robert	\$ 4,627.10	\$ 4,024.78	\$ 4,153.62	\$ -	\$ 301.64	\$ 13,107.14
	Lowe, John	\$ 4,487.00	\$ 5,310.70	\$ 4,988.41	\$ 586.87	\$ 513.73	\$ 15,886.71
	MacLellan, Bernie	\$ 8,413.00	\$ 5,993.80	\$ 3,062.24	\$ 739.50	\$ 832.71	\$ 19,041.25
	Marshall, Nathan	\$ 4,113.10	\$ 3,765.55	\$ 3,388.65	\$ 36.33	\$ 409.96	\$ 11,713.59
	McGrath, Larry	\$ 4,487.00	\$ 3,653.50	\$ -	\$ -	\$ 427.38	\$ 8,567.88
	McLellan, Alvin	\$ 4,487.00	\$ 4,301.85	\$ 1,987.78	\$ 920.46	\$ 469.65	\$ 12,166.74
	Onn, Zoey	\$ 373.90	\$ 553.95	\$ 89.87	\$ 98.13	\$ 48.03	\$ 1,163.88
	Steffler, Joe	\$ 6,027.92	\$ 5,068.65	\$ 3,048.14	\$ 42.11	\$ 388.80	\$ 14,575.62
	Wilbee, Gloria	\$ 373.90	\$ 648.70	\$ 89.87	\$ 87.44	\$ 54.40	\$ 1,254.31
	Wilbee, Kevin	\$ 4,113.10	\$ 3,874.76	\$ 5,000.00	\$ 489.70	\$ 413.90	\$ 13,891.46
							\$ -
Total		\$ 59,077.12	\$ 56,727.49	\$ 41,359.63	\$ 5,532.15	\$ 5,580.90	\$ 168,277.29

Section 284 (1) of the Municipal Act, R.S.O, 2001 as amended, requires the "treasurer, on or before the 31st of March... present to the council...an itemized statement of the remuneration and expenses paid to each member of council in respect of his services..." It is a little more meaningful to include amounts paid on behalf of Council i.e convention registrations. Therefore, the above list includes all amounts paid to, or on behalf of Council. Honourariums and rates were authorized by by-law #74-2010. Miscellaneous includes CPP, EHT and WSIB premiums by the Municipality for councillors totalling \$5,580.9

- 2017 Council Remuneration and Expenses = \$161,074.53
- 2016 Council Remuneration and Expenses = \$138,528.30
- 2015 Council Remuneration and Expenses = \$156,313.67
- 2014 Council Remuneration and Expenses = \$128,848.72
- 2013 Council Remuneration and Expenses = \$142,228.60
- 2012 Council Remuneration and Expenses = \$140,514.25
- 2011 Council Remuneration and Expenses = \$139,946.13
- 2010 Council Remuneration and Expenses = \$115,158.91
- 2009 Council Remuneration and Expenses = \$ 109,188.18
- 2008 Council Remuneration and Expenses = \$98,608.15
- 2007 Council Remuneration and Expenses = \$104,093.39
- 2006 Council Remuneration and Expenses = \$ 107,107.63
- 2005 Council Remuneration and Expenses = \$100,967.44
- 2004 Council Remuneration and Expenses = \$92,531.20
- 2003 Council Remuneration and expenses = \$106,428.12
- 2002 Council Remuneration and expenses = \$94,931.77
- 2001 Council remuneration and expenses = \$99,798.54
- 2000 Expenses for the former 5 municipalities = \$108,107.72

**Huron East Water & Sewer Committee
Meeting Minutes
Huron East Town Hall – Committee Room
Monday February 11th, 2019 at 5:00 p.m.**

Members in Attendance: Mayor Bernie MacLellan, Councillors Joe Steffler, John Lowe
Raymond Chartrand and Larry McGrath (5:05 pm)

Members Absent: None

Staff Present: CAO/Clerk, Brad Knight
Public Works Coordinator, Barry Mills
Finance Manager/Treasurer Paula Michiels

Others Present: Deputy-Mayor Bob Fisher & Councillor Brenda Dalton

1. Call to Order

Mayor MacLellan called the meeting to order at 5 pm

2. Disclosure of Pecuniary Interest – none disclosed

3. Delegations - none

4. Meeting Minutes

Moved by Ray Chartrand and seconded by John Lowe that the minutes of the January 10th, 2019 meeting be approved as circulated. **Carried**

5. Correspondence

A letter from Jacobs OMI Canada with a copy of their proposed amendment to the Huron East Operating Agreement was reviewed. In the proposed amendment it was noted that the ECI and CPI provisions in the contract would allow for an increase of 2.7% but they were offering to increase the contract by 1.35% which would produce a savings of \$8,668.88 annually or just over \$52,000 when compounded over the remainder of the contract which would expire in 2024.

Moved by Joe Steffler and seconded by Ray Chartrand that the Water & Sewer Committee recommend to Council that the proposed amendment with a base operating contract with Jacobs OMI Canada of \$651,139.99 be accepted for 2019. **Carried**

6. Safety Issues – none

7. Water & Sewage Systems

Monthly System Report (January)

The Public Works Coordinator noted that there had been one water main break in January being in the rear yard at 438 Turnberry Street in Brussels on January 8th, 2019. He further noted that there had not been any sewage by-passes in January

The Public Works Coordinator advised the Committee that at 10 am January 28th, 2019 that the sewage entering the Seaforth sewage treatment plant was green in colour but had faded by 1:30 pm that afternoon. He noted that various commercial/industrial businesses were visited by staff, but staff had been unable to determine the source. He noted that the incident resulted in elevated ammonia levels for the month

The Public Works Coordinator advised the Committee that RJ Burnside has projected that the design of the Brussels Sewage tertiary filter building/equipment will be about 75% complete by the end of March and that a review of the project with the Municipality will be taken before it is moved to final design and contract documentation completion. He noted that the project has been estimated at \$1.8 million.

The Public Works Coordinator noted that on January 28th staff had noticed abnormally high flows at the Brucefield water plant and by February 4th identified a leak on private property on February 4th

Moved by Ray Chartrand and seconded by John Lowe that the January 2019 system report from the Public Works Coordinator be accepted as presented. **Carried**

Egmondville Sanitary Sewers

The Committee reviewed all the written comments received from property owners who had attended the January 15th, 2019 public information session on the Egmondville project. The Committee also reviewed the written responses from staff to property owners.

The Committee noted that several comments were with respect to individual costs and debenturing options. Staff were directed to bring several other debenturing options back to the next Committee meeting for consideration by the Committee

The Public Works Coordinator presented his report on two requests that had been received to extend the sanitary sewer service further west on Third Street;

- i. Bill & Connie Devereaux – 29 William Street
- ii. Joe & Stacey Kamerman – 38 Third Street

He noted that the Kamerman request was due to an older, failing septic system and the Devereaux request is for a new house currently under construction. He noted that the requests would extend the sanitary sewer approximately 80 metres further west on Third Street than originally proposed

It was further noted that the Devereaux property was on a lot that had recently been created through a severance and the retained parcel was owned by Conner and Laura Flynn (Devereaux). The proposed extension would give the Flynn house a more direct connection to the system. The Public Works Coordinator noted that the Devereaux house had permission from the Health Unit to use a holding tank if they were able to connect to the system. He noted that a connection could be made available through the Flynn property provided that any required agreements could be entered into between the property owners, but if the Municipality offered a connection at the lot line, there should be a provision that the Devereaux home disconnect and reconnect to a more direct connection on William Street if and when sanitary sewers were available

Moved by Joe Steffler and seconded by Ray Chartrand that the Municipality offer to connect 38 Third Street to Phase 1B of the Egmondville servicing project at the same connection/frontage rates.
Carried

Moved by John Lowe and seconded by Joe Steffler that the Municipality offer to connect 29 William Street to Phase 1B of the Egmondville servicing project at the same connection/frontage rates provided that the owner agrees to disconnect from his Third Street connection and connect to William Street at the time sanitary sewers are installed in William Street.
Carried

8. Financial Reports

Finance Manager/Treasurer Paula Michiels reviewed the draft 2019 budgets for the water and sewer systems with the following being noted

- In accordance with the Water/Wastewater Financial Plan, all water/sewage rates would remain at their 2018 levels with the exception of Vanastra water/sewer rates which would be revised in accordance with the plan (water rates increase by 6%, sewage rates decrease by 4%)
- The Egmondville servicing project will involve close to \$1 million in sanitary sewer mains and another \$1 million in contributions towards plant upgrades and pumping stations from approximately 87 properties in Egmondville
- The new Brussels filtration building has been estimated at \$1.8 million and the Brussels system has approximately \$1.7 million in reserves
- The capital budget includes a provision for a hydro excavation/valve turning trailer unit at a cost of \$95,000 which will be recovered from all systems similar to the recovery of administration costs

Moved by John Lowe and seconded by Joe Steffler that the 2019 draft water/wastewater budgets be presented to Council for consideration.
Carried

The CAO/Clerk presented his report to the Committee on proposed changes to the Water/Wastewater Financial Plan. He noted that the current combined water/wastewater rates for the Brussels/Seaforth systems were the same and had remained unchanged since 2014. He noted that the proposed filtration building in Brussels would eliminate the Brussels reserves and while the Seaforth sewage reserves were currently close to \$2 million, the proposed upgrades to the plant and pumping station were in excess of \$6 million. He suggested that the monthly rates be increased by \$2/month for both systems, noting that it would bring an additional \$13,800 into the Brussels system and \$28,400 to

the Seaforth system. He also noted that the 87 Egmondville properties being serviced with sanitary sewers would bring an additional \$47,000 to the system once connected.

Moved by Joe Steffler and seconded by Ray Chartrand that the monthly sewage rates for the Brussels and Seaforth sanitary sewage systems be increased by \$2 per month effective January 1st, 2019. **Carried**

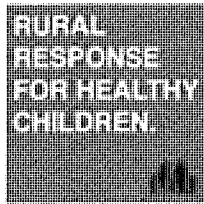
9. **Other Business** - none

10. **Adjournment**

Moved by Ray Chartrand and seconded by Larry McGrath that the time now being 6:05 p.m. that the meeting do now adjourn until the next regular meeting or at the call of the Chair. **Carried.**

Bernie MacLellan, Chair

Brad Knight, Secretary



13-05-7

February 7, 2019

Dear Mayor Bernie MacLellan and Council;

RE: Safe Places Youth Certification

Rural Response for Healthy Children is a non-profit, charitable organization created over thirty years ago by a grassroots collective dedicated to keeping children and youth safe in Huron County. Since its inception, the organization has evolved to provide support and education to parents/caregivers, children and community about healthy relationships, personal safety and positive parenting. The vision is a responsive community that supports and nurtures Huron County families.

As part of that vision, Rural Response for Healthy Children is launching the Safe Places Youth Certification program in the County. Huron O.P.P support this effort as part of their proactive approach to community safety. Safe Places Youth Certification was developed by the Municipality of Swift Current, Saskatchewan and Respect Group Inc., an organization co-founded by child advocate and former NHL player, Sheldon Kennedy. It is an education program that serves to build capacity of community to respond to bullying, harassment, abuse and discrimination that impacts children and youth.

We successfully received provincial funding for the launch of Safe Places Youth Certification and training of 200 trusted adults in Huron. A trusted adult is someone in the community or at school that children and youth trust to know how and when to respond in situations of bullying, harassment and abuse.

Last year, we educated almost 1400 Huron County children about personal safety and how to communicate in healthy relationships. As part of the personal safety program, children identify trusted adults in Huron County. They identified crossing guards, teachers, coaches and camp leaders. We know that when trusted adults listen, believe and respond to children and youth that their ability to heal and thrive increases into adulthood. There is an opportunity for municipalities to be part of building a trusted community of adults for our children and youth.



Currently, municipalities are required to prepare a Community Safety and Well-Being Plan for the Ministry of Community Safety and Correctional Services. The Safe Places Youth Certification program is an excellent tool for municipalities to demonstrate their commitment and action towards creating safe communities for children and youth. Specifically, there is opportunity for municipalities to add or update child and youth protection policies to include Safe Places Youth Certification for their employees and volunteers who interact with children and youth, as well as municipal facilities that host events and activities for children and youth.

Safe Places Youth Certification costs \$30/person to access the online Respect Group Inc training and a police vulnerable sector check acquired from Huron O.P.P. As noted above, Rural Response for Healthy Children has funding for 200 people to access the Respect Group Inc training in 2019-2020. Safe Places Youth Certification is valid for three years. Rural Response for Healthy Children is committed to administering the program, promoting the relevance of the training and issuing the certification.

On Friday March 29, 2019, Sheldon Kennedy and representatives from Respect Group Inc, will visit Goderich to share his story and build community understanding about Safe Places Youth Certification. I encourage you and municipal staff to attend this event to learn about the significance of child and youth safety and how it impacts community well-being. For more information about the event, please visit www.rrhc.on.ca

Sincerely,

A handwritten signature in black ink, appearing to read "Selena Hazlitt".

Selena Hazlitt
Executive Director

**MINUTES OF THE
SEAFORTH & DISTRICT COMMUNITY CENTRES
MANAGEMENT COMMITTEE MEETING
SDCC BOARD ROOM**

Thursday, February 21st, 2019 – 6:30 P.M.

MEMBERS PRESENT:	Huron East	- Lisa Campbell - Georgina Reynolds - Bill Hughes - Joe Steffler
	West Perth	- Cheri Bell - Alvin Dow
MEMBERS ABSENT:		- Gloria Wilbee
STAFF PRESENT:	Facility Manager CAO/Clerk	- David Meriam - Brad Knight

1. CALL TO ORDER & ADOPT AGENDA

Chair Lisa Campbell called the meeting to order at 6:30 p.m.

Moved by Georgina Reynolds and seconded by Alvin Dow that the agenda for the meeting be adopted with the following amendment:

- Correspondence from the Seaforth broomball league concerning ice conditions.

Carried

2. DECLARATION OF PECUNIARY INTEREST - None

3. DEPUTATIONS – None

4. MINUTES OF THE PREVIOUS MEETING

Moved by Alvin Dow and seconded by Georgia Reynolds that the minutes of the January 17th, 2019 meeting be adopted as circulated. **Carried**

5. BUSINESS ARISING FROM THE MINUTES

Joe Steffler questioned the reasons for the lack of security at the Christmas sweater dance. It was noted that the Committee had historically provided their own security for SDCC sponsored events. Mr. Steffler asked that the security requirements/alcohol policy be reviewed at a future meeting as he felt that the Committee was setting a double standard and incurring additional liability. The Committee will review the security requirements/alcohol policy at a future meeting

6. FINANCIAL

The Secretary reviewed the January 2019 with the following being noted;

- The opening 2019 accumulated deficit had risen from \$123,952 to \$130,039 due to some year-end entries, the largest being approximately \$ 3,200 in liquor supplies that had been purchased in December
- The budgeted year-end accumulated deficit for 2019 was now \$ 124,142
- The operating deficit for January, 2019 was \$8,479 compared to \$2,678 for the previous January – the Facility Manager noted that in January 2018 there was approximately \$7,000 in net liquor sales due to the New Year's Eve buck & doe and the Ladies night event sponsored by the Huron East Centenaires Senior Team and neither event occurred in January, 2019.

Moved by Joe Steffler and seconded by Cheri Bell that the Financial Report be accepted as presented. **Carried**

7. MANAGER'S REPORT

Facility Manager Dave Meriam presented his manager's report and highlighted the following;

Building Operations and Maintenance Issues

- Shaft seal on compressor #1 failed and caused a small ammonia leak. The unit has been repaired
- The HVAC that provides the heat to upper hall and the old dressing rooms has required repairs – it has been repaired temporarily, but they are waiting on parts
- The wall in the main hall incurred some damages during the Perkes tournament – the Huron East building maintenance coordinator will repair the damage and Seaforth Minor Hockey will cover the costs

Recreation Programs

- The Facility Manager indicated that a number of recreational programs were in currently underway;
 - o Pickle Ball, Mondays & Thursdays 1 to 3, Tuesdays & Thursdays 6:30 to 9 and will move to the ice pad likely around mid-April
 - o Clogging, Tuesday nights at 7
 - o Shuffle Board, Wednesday 1 to 3:30
 - o Walking, Daily 9 to 11
 - o Seniors Fitness, Tuesdays & Thursdays 9:30 to 10:30
 - o Tuesday Tunes on Tuesday afternoons
 - o Archery is on Sunday mornings from 10 to 2 until the end of March

Events

- The Seaforth Generals had held a "show-case" day for their league with ice-time booked in both Seaforth and Brussels this past Tuesday
- A rec-league hockey tournament in memory of Matt Huether has been booked for the March 24th weekend

Moved by Georgina Reynolds and seconded by Bill Hughes that the Facility Manager's Report be accepted as presented. **Carried**

8. UNFINISHED BUSINESS

The Committee inquired about the status of the ice bills for the Seaforth Generals ice bills.

The Facility Manager advised that there was \$1,153 outstanding from their November instalment but their invoice for the balance of their contracted ice (December to March 3rd) was to have been paid by December 17th and amounted to \$ 9,478.27 Several Committee members expressed concern that if the team had not fully paid its November instalment, that there may be doubt if the team would pay the balance of its ice bills before playoffs which would commence the week of March 4th The Facility Manager advised that the Generals had rented a significant amount of mid-day ice-time and that the team is drawing relatively well, noting a crowd of approximately 150 for their Family Day game.

It was the consensus of the Committee that the Chair and Secretary along with the Facility Manager would meet with the General Manager of the Generals to express concerns with the unpaid ice bills

9. NEW BUSINESS

A letter from Jamie Cronin representing the Seaforth Senior Broom league was discussed. The letter generally expressed safety concerns with the ice conditions for both the senior and junior broomball leagues. The letter indicated that too much water was left on the ice after a flood and the water softener salt also makes the ice surface slipperier

The Facility Manager acknowledged that the broomball leagues have expressed similar concerns in the past. He noted that because of the exceptionally hard water that the Seaforth system has, a water softener system was installed and without it, the facility will have significant operational issues with equipment. He also noted that the ice needs a period of time to properly freeze after flooding and there is not enough of a time-delay between the flood and the first broomball games

The Committee acknowledged the safety concerns outlined in the letter and the amount of ice rented by the broomball leagues. The Committee aske staff to investigate options available, including any options to pre-treat the water used in the floods for broomball

10. CLOSED SESSION

Moved by Alvin Dow and seconded by Georgina Reynolds that the Committee pursuant to Section 239 (2)(b) of the *Municipal Act*, adjourn the regular meeting of the Committee at 7:25 p.m. to go into Closed Session to discuss personal matters about an identifiable employee . **Carried.**

Moved by Joe Steffler and seconded by Georgina Reynolds that the Committee resumes the regular meeting at 7:35p.m. **Carried**

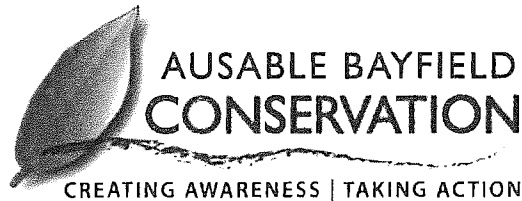
11. ADJOURNMENT

Moved by Georgina Reynolds and seconded by Joe Steffler that the time now being 7:35 p.m that the meeting do now adjourn until March 14th, 2019, at 6:30 p.m. or any special meeting called by the Chair. **Carried.**

Chair, Lisa Campbell

Secretary, Brad Knight

13-05-9.



February 22, 2019

Invitation to attend ABCA Partner Appreciation Evening

Adelaide Metcalfe

I am pleased to extend to you and a guest, an invitation to attend the Ausable Bayfield Conservation Authority *Partner Appreciation Evening* which is being hosted on **Thursday, March 21, 2019 at Ironwood Golf Clubhouse**, 70969 Morrison Line, 2 km east of Exeter.

Bluewater

Central Huron

This early-evening event is our way to say 'thank you' to member municipalities and other partners in conservation within the Ausable Bayfield watershed communities.

Huron East

Lambton Shores

The keynote speaker at this year's event will be Trevor Dickinson, Professor Emeritus, University of Guelph, who is speaking on *Climate Change and Development in Rural Areas: Impacts on Streamflow and Floods in Southern Ontario*.

Lucan Biddulph

The Conservationist of the Year Award winner will be announced and directors and staff will be recognized for years of service milestones.

Middlesex Centre

North Middlesex

The evening begins with social time at 5 p.m.; buffet at 5:30 p.m. followed by awards and feature presentation.

Perth South

This is a complimentary evening for our partners and we ask for an RSVP to Sharon Pavkeje spavkeje@abca.ca by Thursday, March 14, 2019 to reserve your meal.

South Huron

This event is a chance to meet and mingle with other partners committed to the protection of our water, soil and habitat for all living things and to hear a presenter who will broaden our environmental perspectives. A poster with details about the event is attached.

Warwick

West Perth

Sincerely,

AUSABLE BAYFIELD CONSERVATION AUTHORITY

George Irvin
Chair



CLIMATE CHANGE AND DEVELOPMENT IN RURAL AREAS:

Impacts

on Streamflow and Floods in Southern Ontario



Presentation by:
Trevor Dickinson,
Professor Emeritus,
University of Guelph

at Ausable Bayfield Conservation's Partner Appreciation Evening:
Thursday, March 21, 2019

at Ironwood Golf Club, 70969 Morrison Line, 2 km east of Exeter

- 5 p.m. Social Time
- 5:30 p.m. Light Supper
- 6 p.m. Conservationist of the Year Award • Years of Service Awards
- 6:40 p.m. Feature Presentation by Trevor Dickinson, Professor Emeritus, U. of Guelph, on:
*Climate Change and Development in Rural Areas:
Impacts on Streamflow and Floods in Southern Ontario*



No fee to attend. • Please RSVP to Sharon Pavkeje by Thursday, March 14, 2019 for meal numbers.

Phone 519-235-2610 • **Toll-free** 1-888-286-2610 • **Fax** 519-235-1963 • **Email** spavkeje@abca.ca

If you have special dietary needs, please let us know in advance. Thank you.

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 14 FOR 2019**

Being a by-law to establish a Code of Conduct for the
Corporation of 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 223.2 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, requires municipalities to establish Codes of Conduct for members of the Council of the Municipality and its local boards;

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

1. That the Council of the Municipality of Huron East hereby adopts a Code of Conduct for members of Council and local boards/committees 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 5th day of March, 2019.

READ a third time and finally passed this 5th day of March, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 15 FOR 2019**

Being a by-law to appoint Aird & Berlis LLP as the Integrity Commissioner, Closed Meeting Investigator and Ombudsman for the Corporation of 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 223.2 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, the Council of the Corporation of the Municipality of Huron East has, by virtue of By-Law 14-2019 adopted a Code of Conduct for members of Council and members of the public appointed to local boards and advisory committees;

AND WHEREAS Section 223.3 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, authorizes a municipality to appoint an Integrity Commissioner with duties and inspections as assigned by Council;

AND WHEREAS Section 223.13 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, authorizes a municipality to appoint an Ombudsman with duties and inspections as assigned by Council;

AND WHEREAS Section 229.2 (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, authorizes a municipality to appoint a Closed Meeting Investigator with duties and inspections as assigned by Council;

AND WHEREAS by a letter of agreement signed on the 28th day of November, 2018, the Corporation of the Municipality of Huron East agreed to retain the firm of Aird & Berlis LLP to provide the services of Integrity Commissioner, Closed Meeting Investigator and Ombudsman for the Municipality;

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

1. That the firm of Aird & Berlis LLP is hereby appointed as the Integrity Commissioner, Closed Meeting Investigator and the Ombudsman for the Corporation of the Municipality of Huron East.
2. That Council assigns the function of Section 223(1) Subsections 1 to 7, attached hereto as Appendix "A" to Aird & Berlis LLP in their role as Integrity Commissioner.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

READ a first and second time this 5th day of March, 2019.

READ a third time and finally passed this 5th day of March, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

By-Law 15 for 2019

Appendix "A"

Functions of the Integrity Commissioner

223.3 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

- (1) The application of the code of conduct for members of council and the code of conduct for members of local boards/committees.
- (2) The application of any procedures, rules and policies of the municipality and local boards/committees governing the ethical behaviour of members of council and of local boards/committees.
- (3) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards/committees.
- (4) Requests from members of council and of local boards/committees for advice respecting their obligations under the code of conduct applicable to the member.
- (5) Requests from members of council and of local boards/committees for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board/committee, as the case may be, governing the ethical behaviour of members.
- (6) Requests from members of council and of local boards/committees for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
- (7) The provision of educational information to members of council, members of local boards/committees, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards/committees and about the *Municipal Conflict of Interest Act*.

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 16 FOR 2019**

Being a by-law to authorize the execution of an agreement with the Corporation of the County of Huron to acknowledge the transfer of boundary bridges from the County of Huron to the Corporation of the Municipality of Huron East.

WHEREAS Section 52(1) of the Municipal Act, S.O. 2001, c.25, as amended, authorizes an upper-tier municipality to add a lower tier highway, including a boundary line highway, to its highway system from any of its lower-tier municipalities;

AND WHEREAS under the provisions of the Municipal Act, the Corporation of the County of Huron has added a number of boundary road bridges to its highway system;

AND WHEREAS under the provisions of Section 52(4) of the Municipal Act, S.O. 2001, as amended, provides an upper-tier municipality with the authority to remove a highway, including a boundary line highway, from its system;

AND WHEREAS under the provisions of Section 52(7) of the Municipal Act, S.O. 2001, as amended, a highway that forms a boundary line between an upper-tier municipality and an adjoining municipality which is removed from the upper-tier highway system, the lower-tier municipality in which the highway is located and the adjoining municipality shall have joint jurisdiction over the highway;

AND WHEREAS the Corporation of the County of Huron has by by-law transferred responsibility for the following bridge structures to the Corporation of the Municipality of Huron East

- i) By-Law 15-2008 (Boundary Bridge 18)
- ii) By-Law 16-2008 (Boundary Bridge 19)
- iii) By-Law 3-2011 (Boundary Bridge 4)
- iv) By-Law 73-2012 (Boundary Bridge 15)
- v) By-Law 76-2013 (Boundary Bridges 5, 6 and 7)
- vi) By-Law 7-2019 (Boundary Bridges 8 and 9)

AND WHEREAS the Corporation of the County of Huron is desirous of entering into an agreement with the Corporation of the Municipality of Huron East to provide a \$150,000 cash payment as a one-time payment in lieu of remediation to Boundary Bridges 8 and 9 to current County bridge standards;

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

1. That the Mayor and CAO/Clerk are hereby authorized to sign and enact an agreement, attached hereto as Schedule "A" with the Corporation of the County of Huron to accept \$150,000 as a one-time payment in lieu of remediation for Boundary Bridges 8 and 9 being transferred to the Corporation of the Municipality of Huron East under the provisions of County By-Law 7-2019.

2. That Schedule “B” to this By-Law shall be the official schedule and record of acceptance of boundary bridges that have been transferred from the Corporation of the County of Huron to the Corporation of the Municipality of Huron East and shall be amended from time to time to reflect future transfers of responsibilities.

3. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 5th day of March, 2019.

Read a third time and finally passed this 5th day of March, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**The Corporation of the Municipality of Huron East
Schedule "B" to By-Law 16 for 2019
Boundary Bridges Transferred from the
County of Huron to the Municipality of Huron East**

Boundary Bridge	Huron County By-Law	Huron East Acknowledgement By-Law	Year Built	Replacement Value ¹	Depreciated Book Value ²	Estimated Remaining Life Span	Compensation ³	Boundary Road Agreements
BB18	15-2008	95-2013	1955	277,095	145,326	50-70 years	n/a	Municipality of West Perth (By-Law 100-2013, expires December 31, 2023)
BB19	16-2008	95-2013	1974	208,220	108,478	40-50 years	n/a	Municipality of South Huron (Boundary Road Agreement expired)
BB4	3-2011	95-2013	1962	435,000	212,557	40-50 years	n/a	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB15	73-2012	95-2013	1982	652,500	319,000	40-50 years	n/a	Municipality of Central Huron (Boundary Road Agreement expired)
BB5	76-2013	95-2013	1959	525,590	262,795	40-50 years	108,000	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB6	76-2013	95-2013	1979	677,980	338,990	40-50 years	133,000	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB7	76-2013	95-2013	1976	740,180	370,090	40-50 years	144,000	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB8	7-2019	16-2019	1976	1,210,000	605,000	40-50 years	100,000	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB9	7-2019	16-2019	1977	707,000	353,500	40-50 years	50,000	Municipality of North Perth (By-Law 54-2004, expires December 31, 2013)
BB20			1971					Municipality of West Perth (By-Law 100-2013, expires December 31, 2023)
BB22			1960					Municipality of West Perth (By-Law 100-2013, expires December 31, 2023)
BB23			1961					Municipality of West Perth (By-Law 100-2013, expires December 31, 2023)
				5,433,565	2,715,736		535,000	


1. Replacement value in the year the bridge was transferred to the Municipality of Huron East.
2. Depreciated book value based on current replacement value and year of download to the Municipality of Huron East.
3. County of Huron policy states that "in order for the bridges to be transferred to the lower tier Municipality, one of the following conditions must be met"
 - (1) The bridge must have been remediated to the County standards, or
 - (2) The County and the lower tier Municipality must have entered into an Agreement for a one-time cash payment;"

3. Huron East accepts the boundary bridges "as is" and acknowledges the work required to be performed on the bridges as outlined in Appendix A attached to this Agreement.
4. Huron East, upon transfer of the boundary bridges, accepts responsibility for safety, repair and maintenance of the bridges and agrees that it will make all necessary repairs and will ensure that the bridges are maintained in a condition which is safe for use by the public.
5. Huron East hereby agrees to indemnify the County and hold the County, its employees, servants, agents and elected officials harmless against all losses, damages, claims, demands and actions arising directly or indirectly in any manner whatsoever in connection with the boundary bridges and the repair and maintenance of the boundary bridges and shall pay all damages, costs and expenses with respect to any claim or litigation.

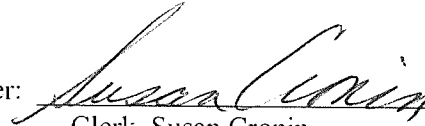
IN WITNESS WHEREOF the parties hereto have affixed their hands and seals through their proper officers.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE COUNTY OF
HURON**

Per: 

Warden, Jim Ginn

Per: 

Clerk, Susan Cronin

We have the authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY
OF HURON EAST**

Per: _____
Mayor, Bernie MacLellan

Per: _____
Clerk, Brad Knight

We have the authority to bind the Corporation.

APPENDIX A

		Description of Repairs	Distance	Unit of Measure ment	price per unit	Cost
BB8	Henfryn Line	Mobilize, clean deck & conc deck repairs	220	sq. m.	135.00	\$29,700.00
	Rigid Frame	Misc conc patch repairs	220	sq. m.	66.00	\$14,520.00
		Waterproofing & protection board	220	sq. m.	55.00	\$12,100.00
		90 mm HL4 asphalt -deck & approaches. Regrade road	360	sq. m.	45.00	\$16,200.00
		Slope protection (erosion)	48	sq. m.	179.00	\$8,592.00
		Caulking, regrade near guide rail	1	L.S.	2200.00	\$2,200.00
			Subtotal			\$83,312.00
					Engineering and Contingency	\$16,688.00
			Total			\$100,000.00

BB9	Henfryn Line	Misc conc patch repairs	56	sq. m.	60.00	\$3,360.00
	CIP Conc Culvert	Clean deck and deck repairs	56	sq. m.	50.00	\$2,800.00
		Waterproofing & protection board	56	sq. m.	55.00	\$3,080.00
		90 mm HL4 asphalt - deck & approaches. Regrade road	196	sq. m.	45.00	\$8,820.00
		Mobilization & road gradingg	196	sq. m.	120.00	\$23,520.00
			Subtotal			\$41,580.00
					Engineering and Contingency	\$8,420.00
			Total			\$50,000.00
			Total Repair Costs			\$150,000.00

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 17 FOR 2019**

Being a by-law to authorize the signing of individual lease agreements between the Corporation of the Municipality of Huron East, and Scott Cooper, Cody Janmaat and Scott Somers.

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

AND WHEREAS pursuant to Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

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

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

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

1. That the Mayor and CAO/Clerk are hereby authorized and instructed to enter into an agricultural land lease agreement with Scott Cooper for 41816 Roman Line attached hereto as Schedule "A".
2. That the Mayor and CAO/Clerk are hereby authorized and instructed to enter into an agricultural land lease agreement with Cody Janmaat for 79468 Hannah Line attached hereto as Schedule "B".
3. That the Mayor and CAO/Clerk are hereby authorized and instructed to enter into an agricultural land lease agreement with Scott Somers for 27 Beech Street attached hereto as Schedule "C".
4. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 5th day of March, 2019.

Read a third time and finally passed this 5th day of March, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

Agricultural Land Lease

This Indenture

made (in duplicate) the 5th day of March, 2019

In Pursuance of The Short Forms of Leases Act.

Between:

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

and

Scott Cooper
hereinafter called "the Lessee",
of the Second Part

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

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

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2019 and thenceforth next ensuing and being fully completed and ended on the 31st day of December, 2022.

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

1. The sum or amount of \$398.00 plus HST per workable acres for the period ending December 31st, 2019.
2. The sum or amount of \$398.00 plus HST per workable acres for the period ending December 31st, 2020
3. The sum or amount of \$398.00 plus HST per workable acres for the period ending December 31st, 2021.
4. The sum or amount of \$398.00 plus HST per workable acres for the period ending December 31st, 2022.

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

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

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

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

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

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

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

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

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

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

The Lessor Covenants with the Lessee for quiet enjoyment.

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

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

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

Signed, Sealed and Delivered
In the presence of

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

Witness

Scott Cooper

Dated: March 5th, 2019

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The Corporation of the Municipality of Huron East

- to -

Scott Cooper

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FARM LEASE

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Address of Property:

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

Agricultural Land Lease

This Indenture

made (in duplicate) the 5th day of March, 2019

In Pursuance of The Short Forms of Leases Act.

Between:

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

and

Cody Janmaat

hereinafter called "the Lessee",
of the Second Part

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

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

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2019 and thenceforth next ensuing and being fully completed and ended on the 31st day of December, 2022.

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

1. The sum or amount of \$336.00 plus HST per workable acres for the period ending December 31st, 2019.
2. The sum or amount of \$336.00 plus HST per workable acres for the period ending December 31st, 2020
3. The sum or amount of \$336.00 plus HST per workable acres for the period ending December 31st, 2021.
4. The sum or amount of \$336.00 plus HST per workable acres for the period ending December 31st, 2022

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

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

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

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

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

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

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

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

The Lessor Covenants with the Lessee for quiet enjoyment.

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

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

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

Signed, Sealed and Delivered
In the presence of

THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

Janine Andrew
Witness

Cody Janmaat
Cody Janmaat

Dated: March 5th, 2019

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The Corporation of the Municipality of Huron East

- to -

Cody Janmaat

=====

FARM LEASE

=====

Address of Property:

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

Agricultural Land Lease

This Indenture

made (in duplicate) the 5th day of March, 2019.

In Pursuance of The Short Forms of Leases Act.

Between:

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

and

Scott Somers

hereinafter called "the Lessee",
of the Second Part

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

TO HAVE AND TO HOLD the said demised premises for and during the term hereinafter set forth, namely for the term to be computed from the 1st day of January, 2019 and thenceforth next ensuing and being fully completed and ended on the 31st day of December, 2022.

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

1. The sum or amount of \$177.00 plus HST per workable acres for the period ending December 31st, 2019.
2. The sum or amount of \$177.00 plus HST per workable acres for the period ending December 31st, 2020
3. The sum or amount of \$177.00 plus HST per workable acres for the period ending December 31st, 2021.
4. The sum or amount of \$177.00 plus HST per workable acres for the period ending December 31st, 2022

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

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

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

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

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

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

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

The Lessor Covenants with the Lessee for quiet enjoyment.

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

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

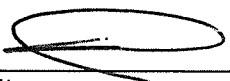
IN WITNESS WHEREOF the Corporation Seal of the Corporation of the Municipality of Huron East has hereunto been affixed under the hands of its authorized signing officers and Lessee of the Second Part has hereunto set his hand and seal.

Signed, Sealed and Delivered
In the presence of

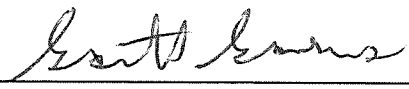
THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk



Witness



Scott Somers

Dated: March 5th, 2019

=====

The Corporation of the Municipality of Huron East

- to -

Scott Somers

=====

FARM LEASE

=====

Address of Property:

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

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

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 18-2019**

Being a by-law to sell part of 6th Avenue,
Registered Plan 133, Geographic Township of
Tuckersmith, Municipality of Huron East.

WHEREAS Section 27(1) of the Municipal Act, S.O. 2001, Chapter 25, as amended (the "Act") provides that the Council of every municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

AND WHEREAS Section 35 of the Act provides for a municipality to pass by-laws removing or restricting the common law right of passage by the public over a highway and the common law right of access to the highway by an owner of land abutting a highway ("stop up and close");

AND WHEREAS the former Corporation of the Township of Tuckersmith, by virtue of By-Law 42-1982 registered as Instrument 206978 stopped up and closed 6th Avenue, Plan 133, Geographic Township of Tuckersmith, County of Huron;

AND WHEREAS the provisions of the Act prescribing the procedures to stop up, close and sell a highway and the policies of the Corporation of the Municipality of Huron East (the "Municipality") regarding the sale of land have been complied with;

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

1. That part of 6th Avenue, Plan 133, shall be sold and conveyed to Murtaza Ahmed in the following manner:
 - i) That part of 6th Avenue, Plan 133, legally described as Part 3, Plan 22R-2897, which is stopped up and closed, shall be sold, conveyed and transferred to Murtaza Ahmad for the consideration of \$1,438.50 (\$7,500 per acre).
 - ii) That as a term of the sale, conveyance and transfer Murtaza Ahmad shall, at his own expense, register an application to consolidate his property legally described as Lot 20, Plan 133, Tuckersmith, Municipality of Huron East with Part 3, Plan 22R-2897.
2. That all legal, surveying and conveyancing costs regarding the sale of said lands shall be paid by Murtaza Ahmad.
3. That the Mayor and Clerk are authorized and instructed to sign all necessary documents in connection with the transfer of part of the aforesaid municipal Road Allowance.
4. That the municipal solicitor is hereby authorized and instructed to register a certified copy of this By-Law in the Land Titles Office for the Land Titles Division of Huron.

READ a first and second time this 5th day of March, 2019.

READ a third time and finally passed this 5th day of March, 2019.

R-22-170

L. R. S.

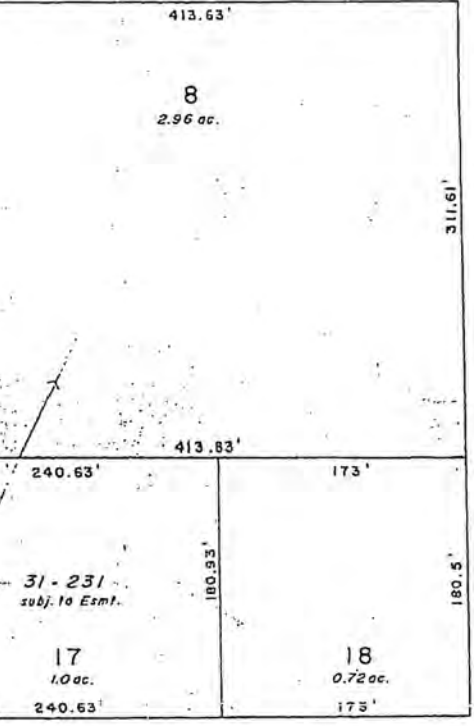
19



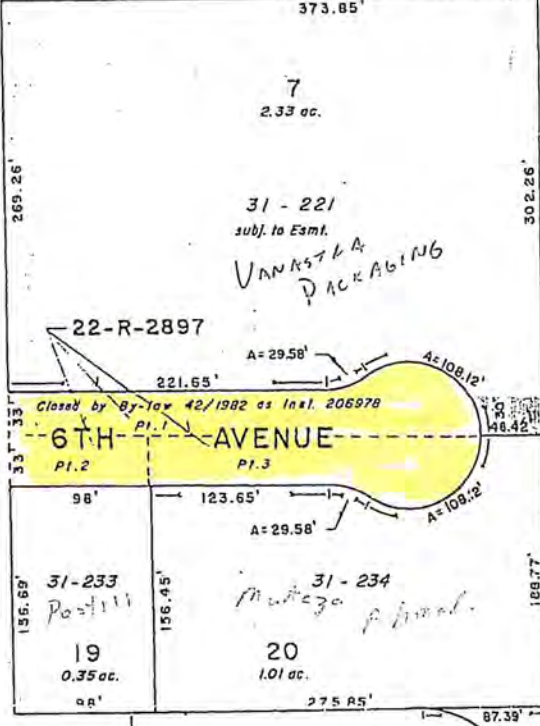
01-

853.48'

VENUE



STREET



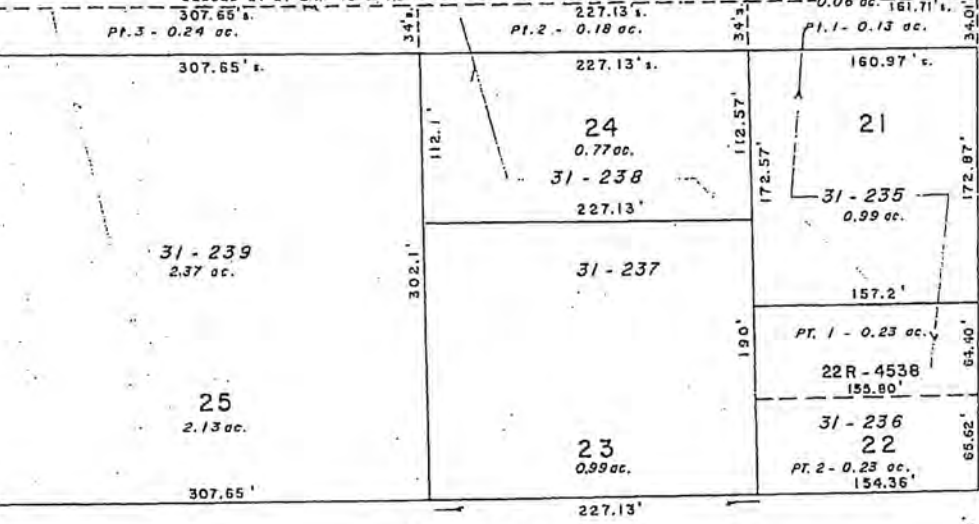
STREET

10TH

12TH

19-05

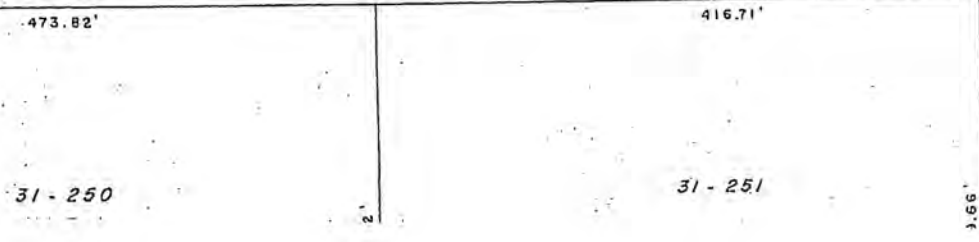
VENUE



ROAD

SHEET





ROAD



40-40



Legend

-  Parcel Fabric - Secure
-  Municipal Boundary
-  County Boundary
-  Citations

1:564



28.7 0 14.33 28.7 Meters

Notes

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 19 FOR 2019**

Being a by-law to confirm the proceedings of the Council of
the Corporation of the Municipality of Huron East.

WHEREAS, the Municipal Act, S. O. 2001, c. 25, as amended, s. 5 (3) provides municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, the Municipal Act, S. O. 2001, c.25, as amended, s. 8 provides a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Huron East at this meeting be confirmed and adopted by By-Law;

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

1. The action of the Council of the Corporation of the Municipality of Huron East, at its meeting held on the 5th day of March, 2019 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 5th day of March, 2019.

READ a third time and finally passed this 5th day of March, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk