



COUNCIL AGENDA

Monday, April 28, 2025

4:00 PM

Pages

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST

3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES

3.1 Approval of Agenda

Moved by: _____

Seconded by: _____

That Goderich Town Council hereby accepts the Monday, April 28, 2025, regular Council Agenda, as amended.

3.2 Adoption of Minutes

7

Moved by: _____

Seconded by: _____

That Goderich Town Council hereby adopts the April 7, 2025, Regular Council Minutes, and the April 11, 2025, Special Council Minutes, as printed.

4. PUBLIC MEETING(S)

Moved by: _____

Seconded by: _____

That Town of Goderich Council enter into a Public Meeting at _____ PM to consider Zoning By-Law Amendment Application GOD Z02-2025 - Southcove Development Inc. (Mark Sully).

4.1 Hanna Holman, Planner re: Zoning By-Law Amendment Application GOD Z02-2025 - Southcove Developments Inc. (Mark Sully)

18

Moved by: _____

Seconded by: _____

That Council approve the proposed Zoning By-Law amendment GOD Z02-25 – Southcove Development Inc.

And That Council approve the planning report regarding the effect of public and agency comments on the decision.

Moved by: _____

Seconded by: _____

That Goderich Town Council now adjourn the Public Meeting and return to Regular Session of Council at _____ PM.

5.	DELEGATIONS AND PRESENTATIONS	
5.1	Deanna Hastie, Director of Corporate Services/Treasurer re: 2025 Revised Draft Budget	36
5.2	Mayor's Remarks	
5.3	Councillors' Remarks	
6.	STAFF REPORTS	
	Moved by: _____	
	Seconded by: _____	
	That the Staff Reports be received for information and the noted action be approved.	
6.1	Janice Hallahan, Chief Administrative Officer re: Communications Consulting Services and Development of Communications Plan Staff Recommendation: Concur	64
6.2	Janice Hallahan, Chief Administrative Officer re: Opposition to Amendments to O.Reg. 530 22 to Strong Mayor Powers Staff Recommendation: Concur	82
6.3	Andrea Fisher, Director of Legislative Services/Clerk re: Alternative Voting Methods - 2026 Elections Staff Recommendation: Concur	106
6.4	Andrea Fisher, Director of Legislative Services/Clerk re: 90 St. Patrick Street Heritage Designation Staff Recommendation: Concur	151
6.5	Deanna Hastie, Director of Corporate Services/Treasurer re: 2024 Building Permit Report Staff Recommendation: Receive for information	158
6.6	Dave Duncan, Municipal Law Enforcement Manager re: Parks and Facilities By-Law 98 of 2020 Staff Recommendation: Concur and refer to By-law 59 of 2025	161
6.7	Emma MacNeil, Tourism Events and Marketing Coordinator re: April Events Staff Recommendation: Concur	181
6.7.1	Steve Pilon re: Knock Off the Rust Slo-pitch Tournament Staff Recommendation: Concur	191
6.8	Jason Dykstra, Building Services Manager/Chief Building Official re: March Month End Report Staff Recommendation: Receive for information	193
6.9	Michaela Johnston, CEMC, Accessibility and Health and Safety Manager re: AccessSLED Grant Application Staff Recommendation: Concur	196
6.10	Jeff Wormington, Fire Chief re: 2025 Q1 Report Staff Recommendation: Receive for information	198
7.	CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED	

7.1	Patrick Huber-Kidby, Maitland Valley Conservation Authority re: CoastReach Camera Stands	200
7.2	Steve Buchanan, Buchanan & Company Ltd re: Engagement Workshop Submission	217

8. **CORRESPONDENCE RECEIVED FOR INFORMATION**

Moved by: _____

Seconded by: _____

That the correspondence be received for information.

8.1	Stephen Murdoch, Enterprise Canada re: Doctors' Day 2025	218
8.2	Lisa Finch, County of Huron re: Consent Application - C01-2025 - 81343B Mille Road	219
8.3	Deborah Logue, Victim Services Huron Perth re: Human Trafficking Awareness Sessions	224
8.4	Town of Georgina re: Resolution Request - Salt Management	225
8.5	Katie Westbrook, Huron-Perth Catholic District School Board re: "Empathy in Action" Event	229
8.6	Susan Cronin, County of Huron re: Proposed Plan Amendment No. 6 to the Huron County Official Plan	231
8.7	Township of Puslinch re: Support Resolution – Amendment to Subsection 29(1.2) of the Ontario Heritage Act	233
8.8	Strong Mayor Powers	
8.8.1	Hon. Rob Flack, Ministry of Municipal Affairs & Housing re: Expanding Strong Mayor Powers to Municipalities	236
8.8.2	Township of Rideau Lakes re: Resolution Request - Strong Mayor Powers	238
8.8.3	Town of Amherstburg re: Resolution Request - Strong Mayor Powers	241
8.8.4	Town of Kingsville re: Resolution Request - Strong Mayor Powers	243
8.8.5	Town of Aylmer re: United in Democracy re: Resolution Request - Strong Mayor Powers	245
8.9	Hon. Paul Calandra, Ministry of Education re: The End of the Federal Child Care Initiative	248
8.10	E. Kent Gillin, MacKay Centre for Seniors re: Memorial Arena	249

9. **CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED**

Moved by: _____

Seconded by: _____

That the correspondence items be received for information and the noted action be approved.

9.1	Earl Pennington, Goderich Pickleball Advisory Committee re: Cleaning and Repairs to Pickleball Courts Staff Recommendation: That Goderich Town Council approve and proceed with the quote from “Just Four Tennis” in the amount of \$8,874.00 to be funded from the Victoria and Columbus Park Courts Reserve Fund	253
9.2	Veolia Water re: 2024 Water and Wastewater Treatment Plant Annual Reports, and 2024 Compliance Summary Staff Recommendation: That Goderich Town Council approve the 2024 Water Treatment Plant Annual Report, the 2024 Wastewater Treatment Plant Annual Report, and the 2024 Compliance Summary from Veolia Water	257
9.3	Canadian Mental Health Association Huron Perth re: Proclamation Request - Overdose Awareness Day Staff Recommendation: Concur	307
9.4	Hanna Holman, Planner, County of Huron re: Part Lot Control Exemption Application GOD PLC01-25 - 133, 137, and 141 Meadowlark Lane Staff Recommendation: Concur and refer to By-law 64 of 2025	310

10. UNFINISHED BUSINESS

11. BY-LAWS

Moved by: _____

Seconded by: _____

That By-Laws 57, 58, 59, 60, 61, 62, 63, 64, and 65 of 2025, be read a first, second, and third time, collectively.

11.1	By-Law 57 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Airport Agricultural Land Lease Agreement between Joseph C. Whitely and the Corporation of the Town of Goderich	314
11.2	By-Law 58 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Event Assistance 2025 Agreement between the Corporation of the Town of Goderich and JT Creative Works to manage the execution of the Children's Festival and the Salt and Harvest Festival	327
11.3	By-Law 59 of 2025 - refer to agenda item 6.5 Being a By-Law to regulate and promote responsible enjoyment and use of Municipal Parks in the Town of Goderich and to repeal By-Law 42 of 2025 and to amend By-Law 98 of 2020	332
11.4	By-Law 60 of 2025 - refer to agenda item 6.6 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Standard Rental Agreement between the Corporation of the Town of Goderich and Grand River Party Rentals Inc. for the purpose of entertainment at the Children's Festival on July 1, 2025	333

11.5	By-Law 61 of 2025 Being a By-Law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Lease Agreement between Doctor Jacinta Peel and the Corporation of the Town of Goderich for the lease of a room at the Maitland Valley Medical Centre	339
11.6	By-Law 62 of 2025 Being a By-Law to authorize the execution of an Ontario Transfer Payment Agreement between the Corporation of the Town of Goderich and His Majesty the King in Right of Ontario as Represented by the Solicitor General, for the purpose of a Protection Grant program	356
11.7	By-Law 63 of 2025 Being a By-Law to temporarily stop up traffic on Sunday, May 19, 2025, on Courthouse Square for the purpose of the Run Around the Square event	382
11.8	By-Law 64 of 2025 - refer to agenda item 9.4 Being a By-Law to declare that certain land is not subject to Part Lot Control (Part of Block 71, Plan 22M-27, Town of Goderich, County of Huron)	384
11.9	By-Law 65 of 2025 Being a By-Law to consider an amendment to Zoning By-Law 124 of 2013, as amended, of the Corporation of the Town of Goderich	386

12. MOTIONS AND NOTICE OF MOTIONS

13. NEW BUSINESS

Upcoming Meetings:

- Thursday, May 8, 2025, at 5:30 PM, BIA Board of Management
- Monday, May 12, 2025, at 10 AM, Memorial Arena Task Force
- Tuesday, May 13, 2025, at 1:30 PM, Mid-Huron Landfill Site Board
- Tuesday, May 13, 2025, at 2:30 PM, Mid-Huron Recycling Centre Board
- Thursday, May 15, 2025, at 11 AM, BIA Farmers Market
- Tuesday, May 20, 2025, at 8:30 AM, BIA Beautification Committee
- Tuesday, May 20, 2025, at 4 PM, Council Meeting

14. CLOSED SESSION

In the event that Council enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

Moved by: _____

Seconded by: _____

That Council rise at PM and go into Closed Session pursuant to Section 239(2) (c), (e), (f), and (k);

And Further That Chief Administrative Officer, Janice Hallahan, Director of Legislative Services/Clerk, Andrea Fisher, Director of Corporate Services/Treasurer, Deanna Hastie, Director of Community Services, Infrastructure, and Operations, Sean Thomas, and Deputy Clerk (Records Management Clerk), Amanda Banting, Town Solicitor, Greg Stewart, remain in attendance.

- 14.1 Janice Hallahan, Chief Administrative Officer re: Goderich Coast - Warren Street Extension
Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

- 14.2 Sean Thomas, Director of Community Services, Infrastructure and Operations and Andrea Fisher, Director of Legislative Services/Clerk re: Land Transfer Request
Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

- 14.3 Minutes of the Previous Closed Session
- April 7, 2025, Closed Council Minutes

Moved by: _____

Seconded by: _____

That Goderich Town Council rises and comes out of Closed Session at PM.

15. REPORTING OUT OF CLOSED SESSION

16. PUBLIC FORUM

17. CONFIRMING BY-LAW

Moved by: _____

Seconded by: _____

That leave be given to introduce By-Law No. 66 of 2025 being a By-Law to confirm the proceedings of the Goderich Town Council meeting held on April 28, 2026 and that it now be read a first, second, and third time, and finally passed this April 28, 2025.

18. ADJOURNMENT

Moved by: _____

Seconded by: _____

That Goderich Town Council does now adjourn at PM to meet again at the regular meeting of Council scheduled for May 20, 2025, at 4 PM.



Council Minutes
Monday, April 7, 2025
4:00 PM

Present	Trevor Bazinet, Mayor Leah Noel, Deputy Mayor Allison Segeren, Councillor John Thompson, Councillor Randy Carroll, Councillor Liz Petrie, Councillor Vanessa Kelly, Councillor
Staff Present	Janice Hallahan, Chief Administrative Officer Andrea Fisher, Director of Legislative Services/Clerk Deanna Hastie, Director of Corporate Services/Treasurer Sean Thomas, Director of Community Services, Infrastructure and Operations Andrea Rowntree and Mandy Powell, Administrative Assistant to the Director of Legislative Services/Clerk Amanda Banting, Deputy Clerk (Records Management Clerk)

1. CALL TO ORDER

Goderich Town Council meets in Regular Session on Monday, April 7, 2025, at 4 PM.

2. DISCLOSURE OF PECUNIARY INTEREST

2.1 Councillor Petrie

Councillor Petrie declares a pecuniary interest on agenda items 6.17 and 11.5 regarding the Battle of the Atlantic Ceremony as she is on the Organizing Committee.

2.2 Councillor Carroll

Councillor Carroll declares a pecuniary interest on agenda items 6.17 and 11.5 regarding the Battle of the Atlantic Ceremony as he is the President of the Goderich Legion and part of the Organizing Committee.

3. CONFIRMATION OF THE AGENDA AND ADOPTION OF MINUTES

3.1 Approval of Agenda

Clerk Andrea Fisher comments on an amendment to agenda item 6.11 regarding the North Harbour Road By-law, changing the wording in the staff recommendation from "Council approve" to "Council consider".

Moved By: Councillor Kelly

Seconded By: Councillor Segeren

That Goderich Town Council hereby accepts the April 7, 2025, regular Council Agenda, as amended.

CARRIED

3.2 Adoption of Minutes

Moved By: Councillor Petrie
Seconded By: Councillor Kelly

That Goderich Town Council hereby adopts the March 17, 2025, Regular Council Minutes and the March 24, 2025, Budget Minutes, as printed.

CARRIED

4. PUBLIC MEETING(S)

5. DELEGATIONS AND PRESENTATIONS

5.1 Mayor's Remarks

5.2 Councillors' Remarks

6. STAFF REPORTS

Moved By: Councillor Petrie
Seconded By: Councillor Carroll

That the Staff Reports be received for information and the noted action be approved.

CARRIED

6.1 Deanna Hastie, Director of Corporate Services/Treasurer re: Council and Staff Expenses - December 2024

Staff Recommendation: Receive for information

6.2 Deanna Hastie, Director of Corporate Services/Treasurer re: 2024 Statement of Remuneration and Expenses

Staff Recommendation: Receive for information

6.3 Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-006 - 38 West Street - Fascia Sign

Staff Recommendation: Approve without conditions

6.4 Jason Dykstra, Building Services Manager/Chief Building Official re: Heritage Permit Application No. 2025-005 - 76 Courthouse Square - Signage

Staff Recommendation: Approve without conditions

6.5 John Dobie, Facilities Services Manager re: Fire Alarm Report

Staff Recommendation: Concur

6.6 John Dobie, Facilities Services Manager re: Maitland Recreation Centre Front Door

Staff Recommendation: Concur

6.7 Jessica Clapp, Asset Management and Environmental Services Manager re: Municipal Energy Conservation Strategy - Programmable Thermostats

Staff Recommendation: Concur

- 6.8 Jessica Clapp, Asset Management and Environmental Services Manager
re: Lake Huron Forever Pledge
Staff Recommendation: Concur
- 6.9 Michaela Johnston, CEMC re Emergency Management re: Town Hall and Public Education
Staff Recommendation: Receive for information
- 6.10 Michaela Johnston, CEMC, Accessibility and Health and Safety Manager
re: Domestic and Family Violence Campaign
Staff Recommendation: Receive for information
- 6.11 Dave Duncan, Municipal Law Enforcement Manager re: North Harbour Road By-law
Staff Recommendation: Concur
- 6.12 Dave Duncan, Municipal Law Enforcement Manager re: First Quarter Update
Staff Recommendation: Receive for information
- 6.13 Dave Duncan, Municipal Law Enforcement Manager re: Open Burn By-law
Staff Recommendation: Concur
- 6.14 Dave Duncan, Municipal Law Enforcement Manager re: Boat Launch By-law
Staff Recommendation: Concur
- 6.15 Jenna Ujiye, Tourism and Community Development Manager re: 2025 SLED Grant
Staff Recommendation: Concur
- 6.16 Jenna Ujiye, Tourism and Community Development Manager re: Winterfest After Event Report
Staff Recommendation: Receive for information
- 6.17 Emma MacNeil, Tourism Events and Marketing Coordinator re: April Events
Staff Recommendation: Concur and refer to By-law 45 of 2025
Councillor Petrie declared a conflict on this item.
Moved By: Deputy Mayor Noel
Seconded By: Councillor Thompson
That Goderich Town Council approves agenda item 6.17 regarding the April Events report.

CARRIED

7. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED

8. CORRESPONDENCE RECEIVED FOR INFORMATION

Moved By: Councillor Segeren
Seconded By: Councillor Kelly

That the correspondence be received for information.

CARRIED

- 8.1 Huron OPP Detachment Board Minutes - January 27, 2025
- 8.2 Mid-Huron Landfill Site Board Minutes - February 11, 2025
- 8.3 Mid-Huron Recycling Centre Board Minutes - February 11, 2025
- 8.4 Community Safety and Well-Being for Huron Oversight Committee Minutes - March 19, 2025
- 8.5 Huron County Draft Official Plan Amendment No. 6 Provincial Planning Statement (PPS) Conformity
- 8.6 Community Safety and Well-Being Update
- 8.7 Huron OPP Detachment Board re: 2024 Annual Report
- 8.8 Amy Martin, Western Ontario Wardens' Caucus re: Letter to Prime Minister Carney and Premier Ford - Tariffs
- 8.9 Susan Chan, John Hindmarsh Environmental Trust Fund re: Spring Hike, Plant and Compost Sale
- 8.10 Cindy Fisher and Con Melady re: Recognition of Corporate Supporters of the Maitland Trail Association 2025 Candlelight Walk
- 8.11 Concerned Citizens Letter re: Potential Conflict of Interest - Memorial Arena
- 8.12 Municipality of St. Charles re: Resolution Request - Child Welfare Funding
- 8.13 Municipality of Durham re: Resolution Amendment - Banning the Nazi Swastika in Canada
- 8.14 Town of Bradford West Gwillimbury re: Resolution Request - Landlord Tenant Reforms
- 8.15 Township of Whitewater Region re: Resolution Request - Ontario Deposit Return Program

Moved By: Councillor Thompson

Seconded By: Councillor Carroll

That Goderich Town Council refers agenda item 8.15 regarding the Ontario Deposit Return Program to the Environment Committee.

CARRIED

9. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

Moved By: Councillor Petrie

Seconded By: Councillor Thompson

That the correspondence items be received for information and the noted action be approved.

CARRIED

- 9.1 Swet Gandhi re: Request to use Goderich Fire Department Logo in Mural Art
Staff Recommendation: Concur
- 9.2 Paul McInnis, Jokey North America Inc. re: Tariffs

Staff Recommendation: Concur

9.3 Stephen Tamming re: Maitland Valley Medical Centre Parking

Staff Recommendation: Refer to staff

9.4 Marie Greer-King re: Maitland Valley Medical Centre Parking

Staff Recommendation: Refer to staff

10. UNFINISHED BUSINESS

10.1 Deanna Hastie, Director of Corporate Services/Treasurer re: Council and Staff Expenses - December 2024 - Refer to Item 6.1 - remove

10.2 Emma MacNeil, Tourism Events and Marketing Coordinator re: March Monthly Report - Refer to Item 6.17 - remove

10.3 Rebuilding Downtown Infrastructure Project Communications Liaison - pending

11. BY-LAWS

Moved By: Councillor Thompson

Seconded By: Deputy Mayor Noel

That By-law 45 of 2025 be read a first, second, and third time, collectively.

CARRIED

Moved By: Councillor Carroll

Seconded By: Councillor Kelly

That By-laws 41, 42, 43, 44, 46, 47, 48, 49 and 50 of 2025 be read a first, second, and third time, collectively.

CARRIED

11.1 By-law 41 of 2025

Being a By-law to authorize an Agreement for the Operation of a Community Recycling Centre and to repeal By-law 55 of 2018

11.2 By-law 42 of 2025

Being a By-law to Regulate and Promote the Responsible Enjoyment and Use of Municipal Parks and Facilities in the Town of Goderich and to Amend By-law 98 of 2020

11.3 By-law 43 of 2025

Being a By-law to Regulate Traffic in the Town of Goderich and to Control and Regulate the Use of Streets and Boulevards in said Town and to Repeal By-law 34 of 2025

11.4 By-law 44 of 2025

Being a By-law to authorize the Mayor and Clerk to affix the Corporate Seal to a Disposal of Surplus Assets Policy for the Corporation of the Town of Goderich

11.5 By-law 45 of 2025

Being a By-law to temporarily stop up traffic on Saturday, May 3, 2025, on Harbour Street from West Street to the Rotary Beach Hut for the purpose of the Battle of the Atlantic Ceremony

11.6 By-law 46 of 2025

Being a By-law to set various fees for the Corporation of the Town of Goderich

11.7 By-law 47 of 2025

Being a By-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Project Authorization Form between GSP Group and the Corporation of the Town of Goderich to undertake professional services regarding the Goderich Memorial Arena - Comprehensive Plan

11.8 By-law 48 of 2025

Being a By-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Commercial Sales Agreement between Johnson Controls and the Corporation of the Town of Goderich for the purpose of fire alarm panel upgrades and annual monitoring at the Town Hall, Maitland Recreation Centre, Library, and the Maitland Valley Medical Centre

11.9 By-law 49 of 2025

Being a By-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a Contract for Services between Cranla Warren and the Corporation of the Town of Goderich for the purpose of facilitating an interactive workshop as part of the Huron County Thrive Summit

11.10 By-law 50 of 2025

Being a By-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Agreement regarding the Provisions of Library Facilities and Services between the Huron County Library Board and the Corporation of the Town of Goderich and to repeal By-law 52 of 2001

12. MOTIONS AND NOTICE OF MOTIONS

13. NEW BUSINESS

Upcoming Meetings:

- Tuesday, April 8, 2025, at 11:00 AM, BIA Advertising and Events Committee
- Thursday, April 10, 2025, at 5:30 PM, BIA Board of Management
- Friday, April 11, 2025, at 9:00 AM, Special Council Meeting
- Tuesday, April 22, 2025, at 10:00 AM, Memorial Arena Task Force
- Monday, April 28, 2025, at 10:00 AM, Environment Committee
- Monday, April 28, 2025, at 4:00 PM, Council Meeting

14. CLOSED SESSION

In the event that Council enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

Moved By: Councillor Petrie

Seconded By: Councillor Thompson

That Council rises at 4:16 PM and goes into Closed Session pursuant to Section 239(2) (c);

And Further That Chief Administrative Officer, Janice Hallahan, Director of Legislative Services/Clerk, Andrea Fisher, Director of Corporate Services/Treasurer, Deanna Hastie, Director of Community Services, Infrastructure, and Operations, Sean Thomas, Deputy Clerk (Records Management Clerk), Amanda Banting, and Administrative Assistant to the Director of Legislative Services/Clerk, Andrea Rowntree and Mandy Powell remain in attendance.

CARRIED

14.1 Proposed Land Transaction

(c) proposed or pending acquisition or disposition of land by the municipality or local board

14.2 Minutes of the Previous Closed Session

- March 17, 2025, Closed Council Minutes

Moved By: Councillor Segeren

Seconded By: Councillor Carroll

That Goderich Town Council rises and comes out of Closed Session at 4:20 PM.

CARRIED

15. REPORTING OUT OF CLOSED SESSION

Chief Administrative Officer Janice Hallahan reports out of Closed Session regarding agenda items 14.1 and 14.2. The previous minutes of March 17, 2025, were approved, and Council discussed a proposed building/property transaction and indicated Council is not moving forward on this matter.

16. PUBLIC FORUM

Kimberley Payne, Executive Director of the Alexandra Marine and General Hospital Foundation, expresses her gratitude and appreciation for the Town accepting the Long Table Dinner event at the Goderich Airport.

17. CONFIRMING BY-LAW

Moved By: Councillor Carroll

Seconded By: Councillor Petrie

That leave be given to introduce By-law 51 of 2025, being a By-law to confirm the proceedings of the Goderich Town Council meeting held on April 7, 2025, and that it now be read a first, second, and third time, and finally passed this April 7, 2025.

CARRIED

18. ADJOURNMENT

Moved By: Deputy Mayor Noel

Seconded By: Councillor Kelly

That Goderich Town Council does now adjourn at 4:23 PM to meet again at the Special meeting of Council scheduled for Friday, April 11, 2025, at 9 AM.

CARRIED

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



Special Council Minutes

**Friday, April 11, 2025
9:00 AM**

Present	Trevor Bazinet, Mayor Leah Noel, Deputy Mayor Allison Segeren, Councillor John Thompson, Councillor Randy Carroll, Councillor Liz Petrie, Councillor Vanessa Kelly, Councillor
Staff Present	Janice Hallahan, Chief Administrative Officer Andrea Fisher, Director of Legislative Services/Clerk Deanna Hastie, Director of Corporate Services/Treasurer Sean Thomas, Director of Community Services, Infrastructure and Operations Andrea Rowntree and Mandy Powell, Administrative Assistant to the Director of Legislative Services/Clerk Amanda Piskorski, Deputy Clerk (Records Management Clerk)
Others Present	Dale Erb, B.M. Ross and Associates Ltd. Dennis Elliot, B.M. Ross and Associates Ltd.

1. CALL TO ORDER

Goderich Town Council meets in Special session on the 11th day of April, 2025.

2. UNANIMOUS MOTION

Moved By: Councillor Segeren

Seconded By: Councillor Kelly

That Goderich Town Council hereby unanimously consents to discussing and considering the following at the April 11th, 2025, Special Council meeting at 9 AM.

1. The tender results for the Rebuilding Downtown Infrastructure Project
2. Rebuilding Downtown Infrastructure Project - total project costs, proposed funding and reserve fund debt repayment options
3. Rebuilding Downtown Infrastructure Project Construction Liaison
4. Open Burn By-Law
5. North Harbour Road Parking By-Law
6. Boat Launch By-Law

7. GSP Group Inc. Agreement for Professional Services regarding the Goderich Memorial Arena – Comprehensive Plan

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

4. CONFIRMATION OF THE AGENDA

4.1 Approval of Agenda

Moved By: Councillor Carroll

Seconded By: Councillor Petrie

That the Town of Goderich Council hereby accepts the April 11, 2025, Special Council Agenda, as presented.

CARRIED

5. DELEGATIONS AND PRESENTATIONS

6. STAFF REPORTS

Moved By: Councillor Segeren

Seconded By: Councillor Carroll

That the Staff Reports be received for information and the noted action be approved.

CARRIED

6.1 Dennis Elliot, BM Ross and Associates re: Rebuilding Downtown Infrastructure Project Tender Summary

Staff Recommendation: Concur

6.2 Deanna Hastie, Director of Corporate Services/Treasurer re: Rebuilding Downtown Infrastructure/Financial Strategy Update

Staff Recommendation: Concur

6.3 Sean Thomas, Director of Community Services, Infrastructure, and Operations re: Rebuilding Downtown Infrastructure Project Construction Liaison

Staff Recommendation: Concur

7. CORRESPONDENCE RECEIVED AND COPIED FOR WHICH THE DIRECTION OF COUNCIL IS REQUIRED

8. CORRESPONDENCE RECEIVED FOR INFORMATION

9. CORRESPONDENCE RECEIVED AND RECOMMENDED ACTION NOTED

10. UNFINISHED BUSINESS

11. BY-LAWS

Moved By: Councillor Carroll

Seconded By: Councillor Petrie

That By-Laws 52, 53, 54, and 55 of 2025 be read a first, second, and third time, collectively.

CARRIED

11.1 By-law 52 of 2025

Being a By-Law to Regulate the Northeast Boat Launch Parking Area

11.2 By-law 53 of 2025

Being a By-law to Regulate Traffic in the North Harbour Area as defined herein and to Control and Regulate the Use of Streets and Boulevards and to Repeal By-law 85 of 2016

11.3 By-law 54 of 2025

Being a By-law to Regulate the Setting of Open Fires and to Repeal By-law 124 of 2016

11.4 By-law 55 of 2025

Being a By-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Agreement between the Corporation of the Town of Goderich and GSP Group Inc. to undertake professional services regarding the Goderich Memorial Arena - Comprehensive Plan

12. MOTIONS AND NOTICE OF MOTIONS

13. NEW BUSINESS

14. PUBLIC FORUM

Olga Rodrigues comments on concerns regarding road conditions.

15. CONFIRMING BY-LAW

Moved By: Councillor Petrie
Seconded By: Councillor Kelly

That leave be given to introduce By-Law No. 56 of 2025 being a By-Law to confirm the proceedings of the Goderich Town Council meeting held on April 11, 2025, and that it now be read a first, second and third time, and finally passed this 11th day of April, 2025.

CARRIED

16. ADJOURNMENT

Moved By: Councillor Carroll
Seconded By: Councillor Kelly

That Goderich Town Council does adjourn at 9:49 AM to meet again at the regular meeting of Council scheduled for April 28, 2025, at 4:00 PM.

CARRIED

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

Zoning By-law Amendment

File GOD Z02-25

April 28th, 2025

Victor Kloeze, Senior Planner

Hanna Holman, Planner

Subject Property

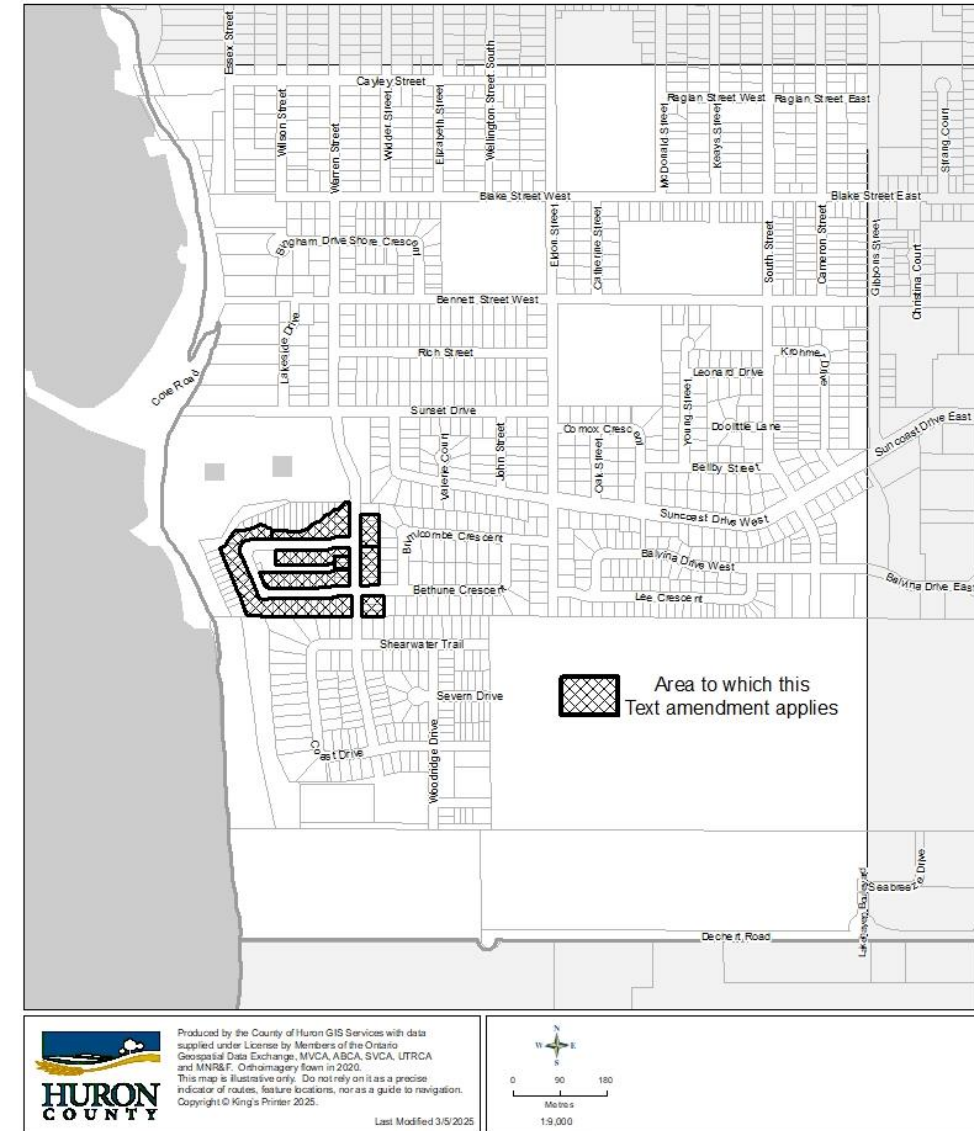
Multiple properties fronting on Bethune Crescent and Warren Street, legally described as Plans 619 and 620 in the Town of Goderich

Owner: Southcove Developments Inc. (c/o Mark Sully)

Applicant: Mark Sully

Town of Goderich
Location Map

Southwest



Purpose

- This zoning amendment proposes a text amendment to the existing site specific zoning (R1-1 or R1-1-h) at the Southcove subdivisions to:
 - Allow for a maximum garage projection of **4 metres**
- The Town's Zoning By-law was updated during the recent 5 year review to prohibit garage projections further than the front wall of the main dwelling.
- Subject lands include existing residences with existing garage projections and undeveloped vacant parcels

2020 Dated Aerial Photo of Subject Lands



Yellow = existing
R1-1 or R1-1-h
zoned lands

Site Visit Photos



Site Visit Photos



Site Visit Photos



Policy Framework

- Both the Provincial Policy Statement and County Official Plan direct serviced settlement areas, such as the Town of Goderich to be the focus of growth and development, and encourage efficient development patterns.
- The Goderich Official Plan provides goals for residential development including facilitating residential intensification and the efficient use of land, through compatible infill development; subject lands include undeveloped and developed lots.

Review

- Existing residences on subject lands have existing garage projections; provision allows for continuation of existing urban design pattern and flexibility within community.
- Proposed garage projection is appropriate and reasonable considering the size of the existing lots:
 - smaller frontages (including at the narrowest 6.5 metres for pie shaped lots, and approximately 12 metres for interior lots);
 - Open Space zoning on rear of lots in the northeast;
 - Smaller and narrower lots have less design flexibility for accommodating living space on the first storey than larger and wider lots;
 - Existing residences have narrower single wide attached garages which reduces visual impact from street.

Public and Agency Comments

- No public concerns have been submitted, so there has been no impact on my planning recommendation.
- There are no outstanding staff or agency concerns with the proposed zoning amendment.
- Additional comments may be received before or during the public meeting.
- Notices of decisions are required to include a statement about the effect of public and agency comments on their decision. I recommend that if Council agrees with my recommendation and review of the comments received, that Council should pass a motion stating that they concur with the planning report regarding the effect of public and agency comments on their decision.

Recommendation

The proposed Zoning By-law amendment is consistent with the Provincial Policy Statement, and conforms to the Huron County Official Plan and the Town of Goderich Official Plan.

It is recommended that Town of Goderich Council:

1. Approve the proposed Zoning By-law amendment; and,
2. If there are no further public comments, pass a motion stating that they concur with the planning report regarding the effect of public and agency comments on the decision.



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3
www.huroncounty.ca

To: Mayor and Members of Council
Andrea Fisher, Director of Legislative Services / Clerk
From: Victor Kloeze, Senior Planner; Hanna Holman, Planner
Date: April 28, 2025

Re: Zoning By-law Amendment (GOD Z02-25)

Multiple properties fronting on Bethune Crescent and Warren Street, legally described as Plans 619 and 620 in the Town of Goderich, County of Huron; as shown in Figure 2.

Owner: Southcove Developments Inc. (c/o Mark Sully)

Applicant: Mark Sully

RECOMMENDATION

The proposed Zoning By-law amendment is consistent with the Provincial Planning Statement, and conforms to the Huron County Official Plan and the Town of Goderich Official Plan.

It is recommended that Town of Goderich Council:

1. Approve the proposed Zoning By-law amendment; and,
2. If there are no further public comments, pass a motion stating that they concur with the planning report regarding the effect of public and agency comments on the decision.

PURPOSE

This zoning amendment proposes a change to the existing site specific zoning on the subject lands as part of two residential plans of subdivision. The subdivision is partially developed, with some existing residences and some undeveloped and vacant lots.

The applicant has requested relief from the Town's Zoning By-law provisions for attached garage design to allow for a projection. The Town's Zoning By-law was updated during the recent 5 year review to prohibit garage projections further than the front wall of the main dwelling or covered front porch.

The purpose of the application is to allow residences to have garage projections of up to four (4) metres from the front wall of the main dwelling it is attached to, or the front edge of a covered porch or entrance. This change would apply to both undeveloped parcels owned by the applicant and parcels which have already been developed and sold. The existing residences built on the subject lands have existing garage projections and this proposal would continue to permit a similar garage projection for new buildings.

The subject lands are designated Residential and are proposed to keep their current Residential Low Density – Special Provisions (R1-1) or Residential Low Density – Special Provisions – Holding Provision (R1-1-H) zoning; with the amendment modifying the text of the R1-1 special provisions to add the following provision specifying a maximum projection of 4 metres:

Attached Garage Design: No garage with garage doors facing the front lot line is permitted to project further than 4 metres towards the street line from the front wall of the main dwelling that it is attached to. Where there is a covered porch or entrance a garage may project forward 4 metres towards the street line from the front edge of the covered porch or entrance. Where the garage doors do not face the front lot line, projections are permitted.

Figure 1. 2020 aerial photo, subject lands outlined in yellow (existing R1-1 or R1-1-h zoned lands)



Figure 2. Location of subject lands



Figure 3. Site visit photo of subject lands



Figure 3.1 Site visit photo of subject lands along Bethune Crescent looking southwest from amenity building



Figure 3.2: Site visit photo of subject lands looking west from Bethune Crescent



Figure 3.3: Site visit photo of Bethune Crescent looking east towards Warren Street



Figure 4.4: Site visit photo of Bethune Crescent looking west from Warren Street intersection



Figure 4.5 Site visit photo of Warren Street looking north from Bethune Crescent intersection

REVIEW

Both the Provincial Policy Statement and County Official Plan direct serviced settlement areas, such as the Town of Goderich to be the focus of growth and development, and encourage efficient development patterns for continuing intensification. The Goderich Official Plan provides goals for residential development including facilitating residential intensification and the efficient use of land.

The Town's Zoning By-law was updated during the recent 5 year review to prohibit garage projections in 2023. This applies to all new residential builds going forward, which includes vacant lots in existing subdivisions such as the subject lands.

Cases like the garage projection requirements do not fall into a black and white policy test, as there aren't explicit Provincial, County, or Town policies dealing with the matter. There are provisions that discourage incompatible infill development; in this case, the existing subject lands have existing residences and vacant lots. The Official Plan also has provisions to encourage walkability and a well-designed build form, including reference to the Residential Intensification Guidelines which generally discourages garage projections.

The requested projection allows for a continuation of an existing urban design pattern within the subdivision and similar home models to the existing residences. In visiting the subject lands, the existing residences with garage projections do allow for a relationship between the living spaces in the homes and the public sidewalk, aided by the relationship between the width of the garage and the rest of the front of the units, and the use of front porches in many dwellings. It is not anticipated that this provision would greatly erode the urban form of this neighbourhood.

The requested garage projection is appropriate and reasonable considering the size of the existing lots which limit design flexibility. The subject lands include lots that are generally narrower with a smaller frontage (including at the narrowest 6.5 metres for pie shaped lots, and approximately 12 metres for interior lots). Further some of the lots in the northeast portion of the subject lands include Open Space zoning in the rear and have a reduced rear yard provision.

On a larger lot with a wide frontage, there is generally less impact from not allowing a projection, as a garage may span the whole depth of a new home without restricting the interior footprint. On smaller lots with narrower frontages and reduced rear yards, it can be difficult to fit usable living space on the first storey due to the shallow depth of the space behind the garage. The narrow frontage also further restricts the available space to the side of the attached garage. This restriction is especially true for residences of a single storey; noting that most of the existing residences on the subject lands are single storey. This leads to the solution of a projecting garage, as it lets a full room be located to the rear of the garage, more easily accommodating main floor garage, living space, kitchen and dining, and a main suite and washroom.

The existing smaller frontage of the existing lots also restricts the possible width of a future attached garage. Generally narrow and single car width garages reduce the visual impact of the garage projection as viewed from the street and sidewalk. Most of the existing residences on the subject land have a narrow attached garages intended for a single car width, as shown in the site visit photos from Figure 3. For builds with a narrow or single width garage there may be increased need for the garage to be deeper to maintain a desired amount of interior garage storage space; a garage projection allows for this.

CONCLUSION

The proposed application represents an appropriate use of the land and is consistent with the Provincial Planning Statement and conforms to the County and Town Official Plan.

Comments Received

No public comments have been received at the time of writing this report. There are no outstanding staff or agency concerns with the proposed zoning amendment. Additional comments may be received before or during the public meeting.

OTHERS CONSULTED

- Town of Goderich Development Review Group (Legislative Services, Operations, Engineering, Fire, Hydro, Building) – no concerns

Sincerely,

[Original Signed By]

Victor Kloeze, Senior Planner, RPP MCIP

Hanna Holman, Planner



2025 Draft Budget Session - April

Agenda

- Impact of Rebuilding Downtown Infrastructure Project tender results
- Additional budget changes
- Status of the 2025 Draft Budget
- Sample tax bill impact
- Final 2024 transfer to Reserve Fund

Rebuilding Downtown Infrastructure Project

No impact to
budget's net
unfunded amount

Changes to Initial Draft Budget

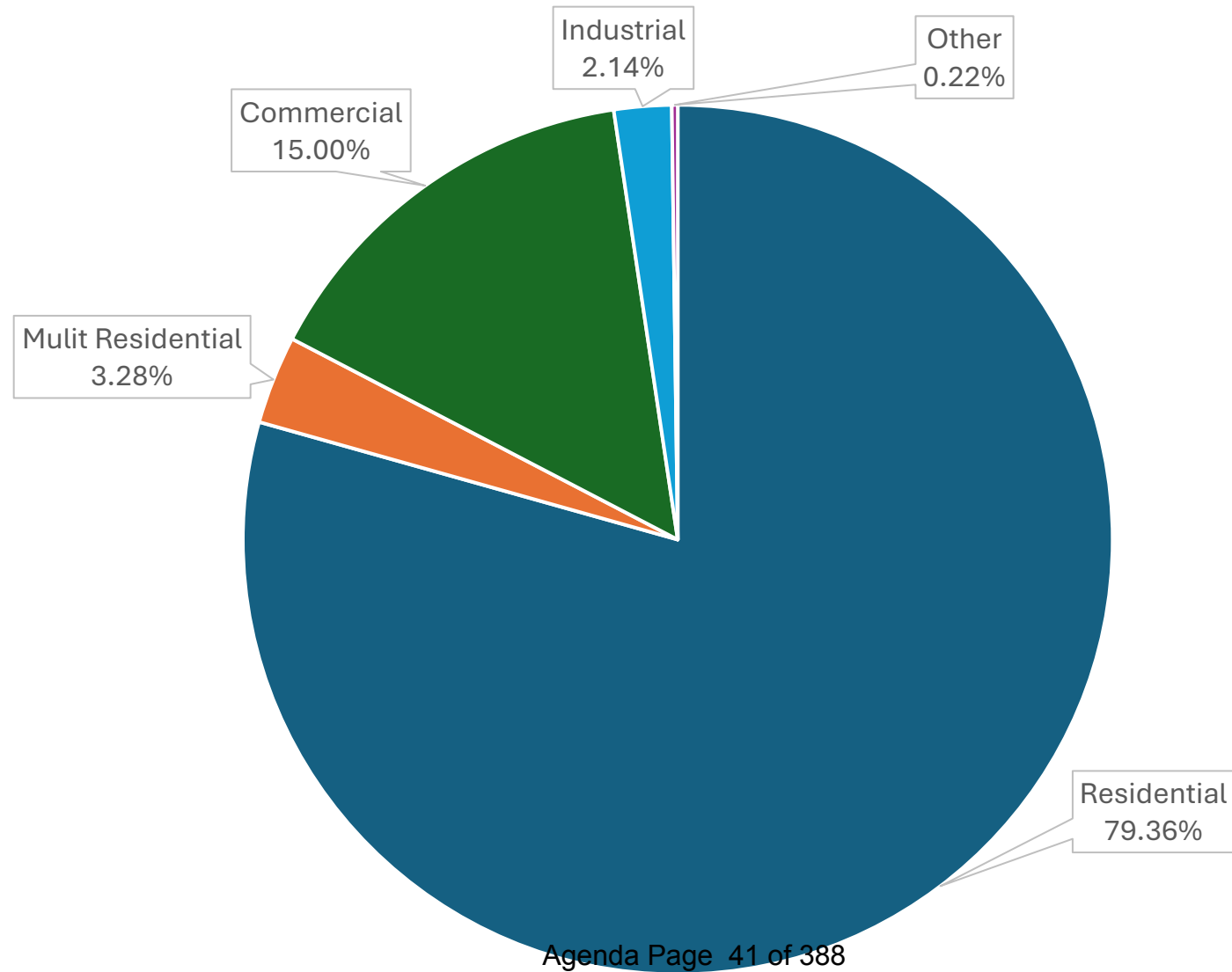
	DRAFT	REVISED DRAFT	DIFFERENCE
Roads Department			
<i>Funding</i>			
Reserve Fund Borrowing	1,302,113	1,062,434	239,679
OCIF Grant	1,385,656	1,227,389	158,267
CCBF Grant	200,000	-	200,000
Taxation	181,000	181,000	-
	3,068,769	2,470,823	597,946
<i>Expenses</i>			
Engineering	460,315	117,560	342,755
Construction costs	2,608,454	2,353,263	255,191
	3,068,769	2,470,823	597,946
Water Department			
<i>Funding</i>			
Water Expansion Reserve Fund	1,752,209	1,736,652	15,557
<i>Expenses</i>			
Engineering	262,831	222,602	40,229
Construction	1,489,378	1,514,050	- 24,672
	1,752,209	1,736,652	15,557
Sanitary Sewer Department			
<i>Funding</i>			
PCP Reserve Fund	1,373,190	1,326,470	46,720
<i>Expenses</i>			
Engineering	205,978	170,025	35,953
Construction	1,167,212	1,156,445	10,767
	1,373,190	1,326,470	46,720

Current Session Proposed Changes		
Add condition assessment of parking lots		\$ (7,500)
Remove transfer from Recreation Reserve to reflect removal of tables and chairs at Sky Harbour		\$ (26,000)
Increase water meter replacement project cost		\$ (75,000)
Add transfer from Water Expansion Reserve Fund		\$ 75,000
Add Construction liaison position as approved at April 11 Special Council meeting		\$ (37,500)
Additional Parks student		\$ (19,000)
Increase to unfunded status of budget		<u>\$ (90,000)</u>

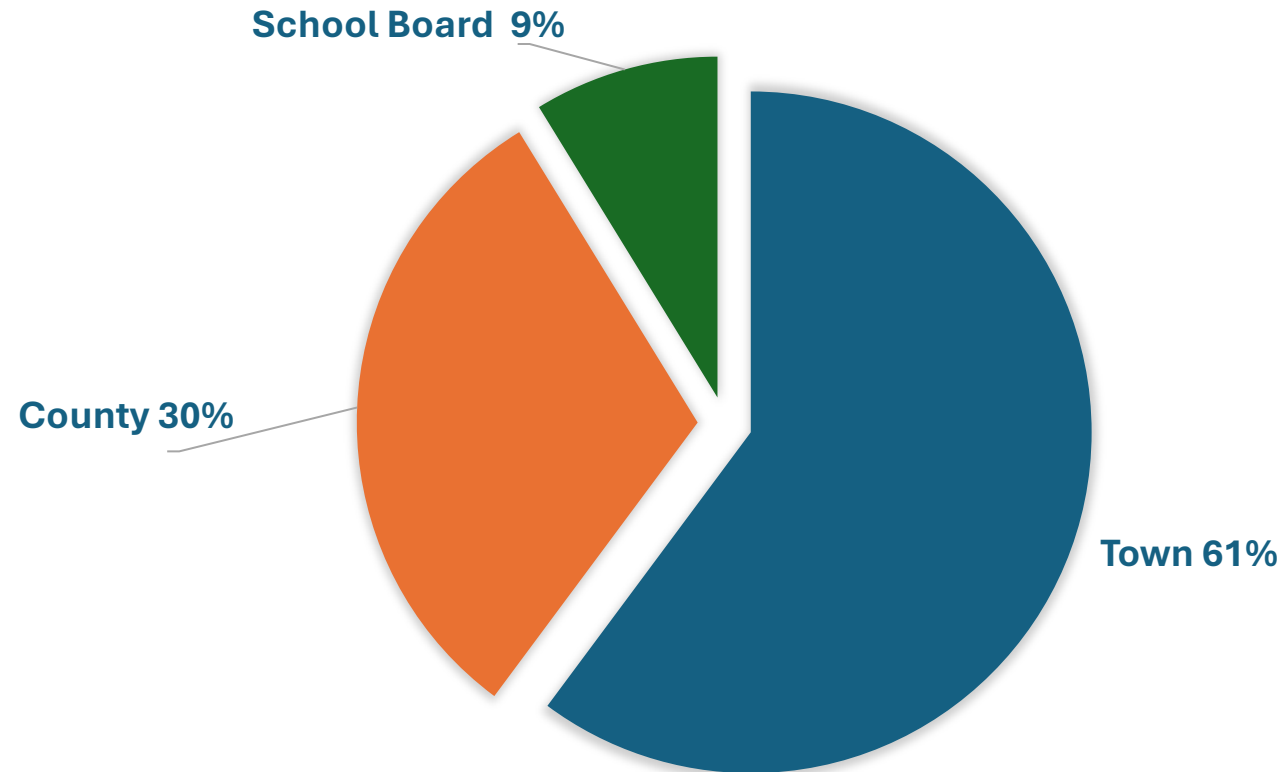
Budget fully funded

Unfunded status – March Session	\$408,925
Impact of Rebuilding Downtown Infrastructure Project on 2025	\$0
Impact of current session changes	\$90,000
Revised unfunded status of the budget	\$498,925
Final Changes to Fund Budget	
Carry forward of 2024 surplus	\$253,447
Additional tax revenue from assessment growth at 2024 tax rate	\$142,966
1% tax rate increase	\$102,512
	\$498,925

Town of Goderich
2025 Property Assessment by Class



CONSOLIDATED TAX BILL



**Property Tax
Example
1% Town tax rate
increase**

	2024	2025	Difference
Town	\$ 2,379.78	\$ 2,403.58	\$ 23.80
County	1,199.03	1,240.39	41.36
School Board	350.37	350.37	-
Consolidated tax bill	\$ 3,929.18	\$ 3,994.34	\$ 65.16

**Median
Residential
Assessment
\$229,000**

Tax rates	2024	2025	% Change	
Town	0.01039205	0.01049597	1.00%	
County	0.00523593	0.00541653	3.45%	Confirmed
School Board	0.00153	0.00153	0.00%	Confirmed
	0.01715798	0.0174425	1.66%	

Per	\$100,000	in assessment	
	2024	2025	Difference
Town	\$ 1,039.21	\$ 1,049.60	\$ 10.39
County	523.59	541.65	18.06
School Board	153.00	153.00	-
Consolidated tax bill	\$ 1,715.80	\$ 1,744.25	\$ 28.45

Final 2024 Transfer - \$60,209

Options

- Transfer to Public Works Equipment Reserve Fund
10 year capital forecast shows a \$500k annual requirement
Currently contributing \$330,000
- Special Events Reserve –January 13/25 session refer to budget
- Transfer to a new Tax Rate Stabilization Reserve

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Deanna Hastie, Director of Corporate Services/Treasurer
Meeting Date: April 28, 2025
Subject: 2025 Draft Budget - Revised
Attachment(s): 1) Presentation Slide Deck
2) Reserve Funds – Revised Draft Budget 2025
2) Reserves - Revised Draft Budget 2025
3) 2025 Capital Budget – Revised - 2 documents
4) 2025 Summarized Operating Budget - Revised Draft

Recommendation:

That Goderich Town Council receives this report for information as part of the 2025 Budget discussions.

Report Summary:

As part of the supporting documents for the budget session, please find attached the following documents:

- Presentation slide deck
- Reserve Fund Report– Revised Draft
- Reserve Report – Revised Draft
- 2025 Capital budget – Revised Draft – 2 documents
- 2025 Operating budget – Revised Draft

These documents have been updated to reflect all budget changes, including those presented at this session, a carry forward of \$253,447.00 from the 2024 surplus, and a 1% tax rate increase as proposed in the presentation.

Background and Analysis:

Council has previously held budget meetings on:

- January 27, 2025 - initial presentation of the 2025 Draft Budget
- March 24, 2025 - further budget discussion, including tracked Budget changes and 2024 surplus

Linkage:

The budget is considered in relation to all aspects of the Strategic Plan

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy
- Corporate Strategic Plan Priority #4: Good Government
- Corporate Strategic Plan Priority #5: Environmental Stewardship

Financial Impacts and/or Source of Funding:

The financial impact of this report is the overall financial plan for 2025 for the Town of Goderich, resulting in a proposed 1% tax rate increase.

Consulted With:

Janice Hallahan, Chief Administrative Officer
Senior Leadership Team members

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk



2025 Draft Budget Session - April

Agenda

- Impact of Rebuilding Downtown Infrastructure Project tender results
- Additional budget changes
- Status of the 2025 Draft Budget
- Sample tax bill impact
- Final 2024 transfer to Reserve Fund

Rebuilding Downtown Infrastructure Project

No impact to
budget's net
unfunded amount

Changes to Initial Draft Budget

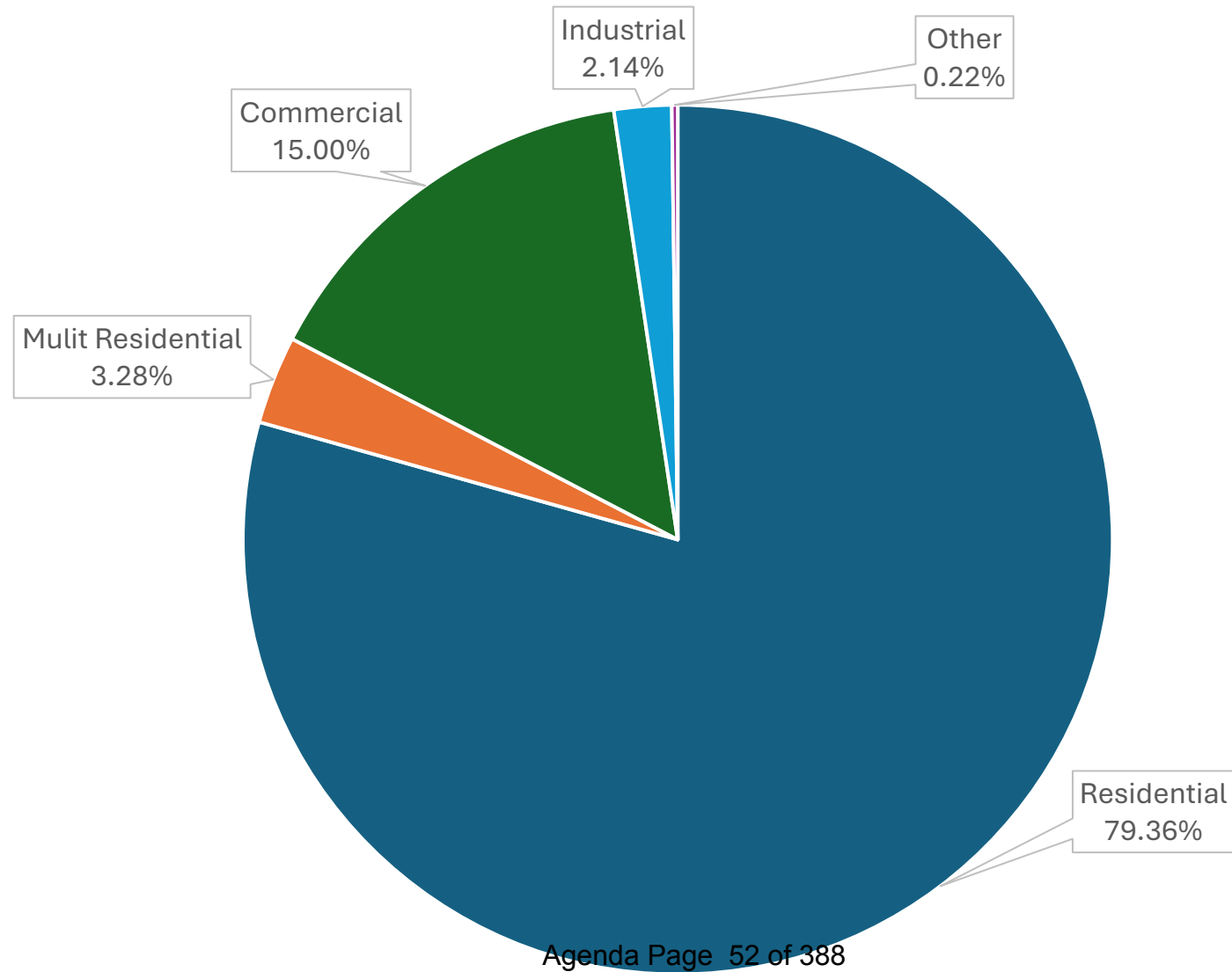
	DRAFT	REVISED DRAFT	DIFFERENCE
Roads Department			
<i>Funding</i>			
Reserve Fund Borrowing	1,302,113	1,062,434	239,679
OCIF Grant	1,385,656	1,227,389	158,267
CCBF Grant	200,000	-	200,000
Taxation	181,000	181,000	-
	3,068,769	2,470,823	597,946
<i>Expenses</i>			
Engineering	460,315	117,560	342,755
Construction costs	2,608,454	2,353,263	255,191
	3,068,769	2,470,823	597,946
Water Department			
<i>Funding</i>			
Water Expansion Reserve Fund	1,752,209	1,736,652	15,557
<i>Expenses</i>			
Engineering	262,831	222,602	40,229
Construction	1,489,378	1,514,050	- 24,672
	1,752,209	1,736,652	15,557
Sanitary Sewer Department			
<i>Funding</i>			
PCP Reserve Fund	1,373,190	1,326,470	46,720
<i>Expenses</i>			
Engineering	205,978	170,025	35,953
Construction	1,167,212	1,156,445	10,767
	1,373,190	1,326,470	46,720

Current Session Proposed Changes		
Add condition assessment of parking lots		\$ (7,500)
Remove transfer from Recreation Reserve to reflect removal of tables and chairs at Sky Harbour		\$ (26,000)
Increase water meter replacement project cost		\$ (75,000)
Add transfer from Water Expansion Reserve Fund		\$ 75,000
Add Construction liaison position as approved at April 11 Special Council meeting		\$ (37,500)
Additional Parks student		\$ (19,000)
Increase to unfunded status of budget		<u>\$ (90,000)</u>

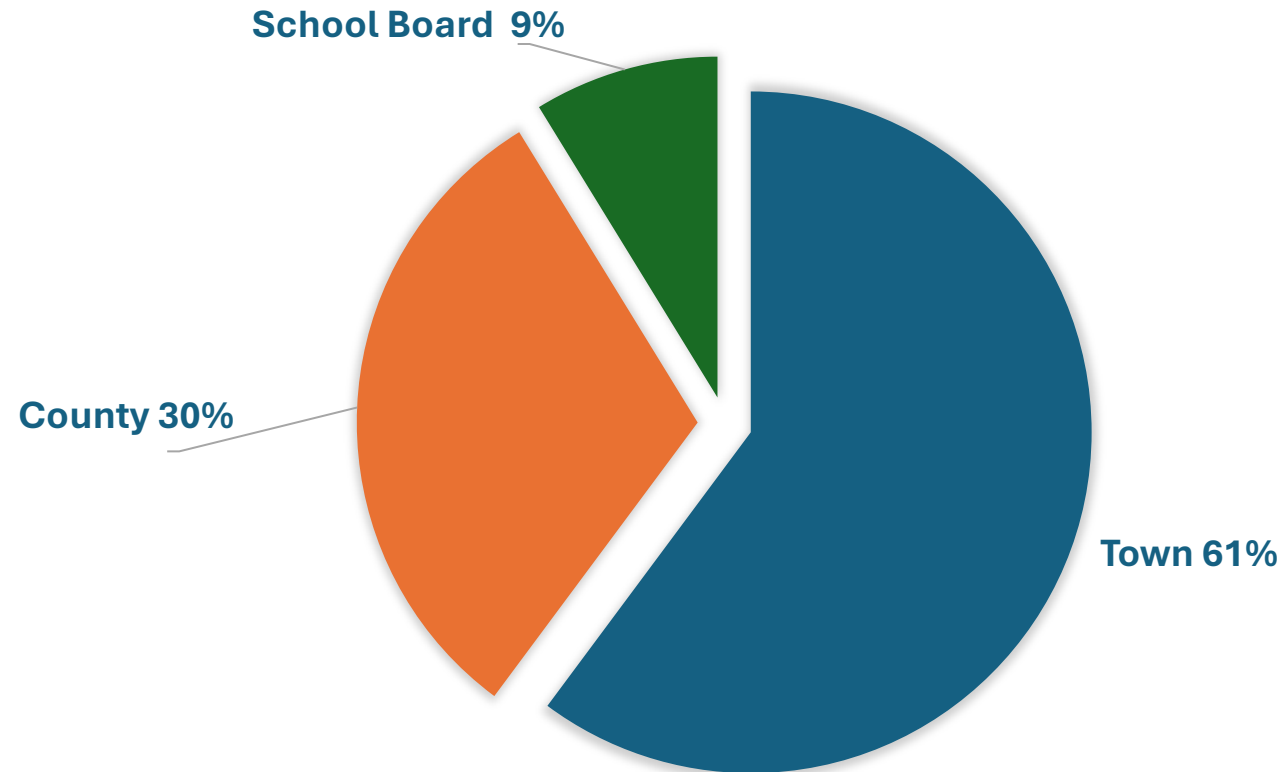
Budget fully funded

Unfunded status – March Session	\$408,925
Impact of Rebuilding Downtown Infrastructure Project on 2025	\$0
Impact of current session changes	\$90,000
Revised unfunded status of the budget	\$498,925
Final Changes to Fund Budget	
Carry forward of 2024 surplus	\$253,447
Additional tax revenue from assessment growth at 2024 tax rate	\$142,966
1% tax rate increase	\$102,512
	\$498,925

Town of Goderich
2025 Property Assessment by Class



CONSOLIDATED TAX BILL



Property Tax Example 1% Town tax rate increase

	2024	2025	Difference
Town	\$ 2,379.78	\$ 2,403.58	\$ 23.80
County	1,199.03	1,240.39	41.36
School Board	350.37	350.37	-
Consolidated tax bill	\$ 3,929.18	\$ 3,994.34	\$ 65.16

Median
Residential
Assessment
\$229,000

	Per	\$100,000	in assessment	
	2024	2025	Difference	
Town	\$ 1,039.21	\$ 1,049.60	\$ 10.39	
County	523.59	541.65	18.06	
School Board	153.00	153.00	-	
Consolidated tax bill	\$ 1,715.80	\$ 1,744.25	\$ 28.45	

Tax rates	2024	2025	% Change	
Town	0.01039205	0.01049597	1.00%	
County	0.00523593	0.00541653	3.45%	Confirmed
School Board	0.00153	0.00153	0.00%	Confirmed
	0.01715798	0.0174425	1.66%	

Final 2024 Transfer - \$60,209

Options

- Transfer to Public Works Equipment Reserve Fund
10 year capital forecast shows a \$500k annual requirement
Currently contributing \$330,000
- Transfer to a new Tax Rate Stabilization Reserve

**Town of Goderich
2025 Budget**

Revised Draft

	Opening	Transfer From Revenue	Transfer From Capital	Transfer To Capital	Transfer To Revenue	Ending
Obligatory Reserve Funds						
Cash in Lieu Parkland	\$ 68,563.24			\$ 25,000.00		\$ 43,563.24
Development Charge	1,349,395.61					\$ 1,349,395.61
Canada Community Building Grant	1,130,839.54		258,104.00	250,000.00	100,000.00	\$ 1,038,943.54
OCIF	3,480,299.16		1,394,092.00	2,027,389.00		\$ 2,847,002.16
	\$ 6,029,097.55	-	1,652,196.00	2,302,389.00	100,000.00	\$ 5,278,904.55
Discretionary Reserve Funds - funded by user fees						
Water Expansion	\$ 9,371,608.50	1,688,795.00		5,070,532.25	375,658.00	\$ 5,614,213.25
PCP	3,869,006.74	1,310,670.00		2,196,715.00	271,254.00	\$ 2,711,707.74
Water Tower	1,252,356.63	180,000.00				\$ 1,432,356.63
	\$ 14,492,971.87	3,179,465.00	-	7,267,247.25	646,912.00	\$ 9,758,277.62
Discretionary Reserve Funds - Capital						
Infrastructure	\$ 2,127,472.73	383,510.00		410,000.00	50,000.00	\$ 2,050,982.73
M.V.M.C. Capital	1,359,773.44	9,868.00		215,000.00		\$ 1,154,641.44
Industrial Park	1,015,514.24					\$ 1,015,514.24
Fire	58,887.75	50,000.00		80,000.00		\$ 28,887.75
Airport	906,425.60			70,000.00	25,000.00	\$ 811,425.60
Public Works Equipment	695,320.88	100,000.00	100,000.00	50,000.00		\$ 845,320.88
Road Reconstruction	1,063,550.17	250,000.00		184,708.00	25,000.00	\$ 1,103,842.17
Waterfront	566,661.50	682,740.00		350,000.00	576,802.00	\$ 322,599.50
Bannister Park	105,519.35					\$ 105,519.35
Boardwalk and Waterfront	397,322.95					\$ 397,322.95
Victoria & Columbus Park Courts	11,573.94					\$ 11,573.94
	\$ 8,308,022.55	\$ 1,476,118.00	\$ 100,000.00	\$ 1,359,708.00	\$ 676,802.00	\$ 7,847,630.55
Discretionary Reserve Funds - Other						
Electricity Distribution	\$ 2,055,549.03					\$ 2,055,549.03
BIA	260,707.95	27,750.00			27,750.00	\$ 260,707.95
Cash in Lieu Parking	-					\$ -
Self Insurance	47,022.28					\$ 47,022.28
Heritage enhancement	61,593.92				700.00	\$ 60,893.92
Building Fee Stabilization	721,864.69				99,640.00	\$ 622,224.69
Connecting Link	10,227.86					\$ 10,227.86
Festival of Lights	53,514.38					\$ 53,514.38
Fibre Optic Management Fee	11,706.54					\$ 11,706.54
Maitland Cemetery	3,588.05				3,550.00	\$ 38.05
Port Expansion	54,946.87	47,195.00				\$ 102,141.87
	\$ 3,280,721.57	\$ 74,945.00	\$ -	\$ -	\$ 131,640.00	\$ 3,224,026.57
TOTAL	\$ 32,110,813.54	\$ 4,730,528.00	\$ 1,752,196.00	\$ 10,929,344.25	\$ 1,555,354.00	\$ 26,108,839.29

**Town of Goderich
2025 Budget**

FINAL

Reserve	Opening	Transfer From Revenue	Transfer From Capital	Transfer To Capital	Transfer To Revenue	Ending
Reserve - Capital						
Recreation capital	\$ 1,232,791.51	\$ 250,000.00		\$ 465,000.00	\$ 35,000.00	\$ 982,791.51
Landfill/Environmental	647,929.53					647,929.53
Arena	100,000.00					100,000.00
Childcare centre roof	387,069.04			15,000.00	15,172.00	356,897.04
Playground equipment	59,000.00					59,000.00
Squash Facility	37,740.09					37,740.09
Cemetery water tank	92,702.04					92,702.04
	\$ 2,557,232.21	\$ 250,000.00	\$ -	\$ 480,000.00	\$ 50,172.00	\$ 2,277,060.21
Reserve - Other						
Contingency	\$ 1,227,277.75			\$ 115,000.00	\$ 35,730.00	\$ 1,076,547.75
Working Capital	550,000.00					550,000.00
Court Security	114,723.00					114,723.00
Maitland Recreation Centre	386,898.52			125,000.00		261,898.52
Modernization	44,529.64					44,529.64
Mackay Centre	45,260.45				15,000.00	30,260.45
Policing	132,633.36	130,000.00				262,633.36
Community Improvement Plan	54,874.08					54,874.08
Affordable Housing CIP	50,000.00					50,000.00
Cultural Activities	82,751.89				30,000.00	52,751.89
Energy Efficiency Management	77,252.42				26,000.00	51,252.42
Future Special Events	104,894.89	10,000.00				114,894.89
Elections	20,000.00	10,000.00				30,000.00
Communities in Bloom	2,063.55				2,063.55	-
Tree Replacement	1,050.00					1,050.00
OCLIF	15,311.25					15,311.25
Community Econ. Dev	58,593.74	10,000.00				68,593.74
RBC Blue Note	913.22				913.22	-
Environmental Projects	24,500.00					24,500.00
Housing initiatives	446,114.04					446,114.04
Victoria & Columbus Park Minor Capital	6,901.87					6,901.87
	\$ 3,446,543.67	\$ 160,000.00	\$ -	\$ 240,000.00	\$ 109,706.77	\$ 3,256,836.90
Hydro Investment	\$ 9,472,970.08					\$ 9,472,970.08
TOTAL	\$ 15,476,745.96	\$ 410,000.00	\$ -	\$ 720,000.00	\$ 159,878.77	\$ 15,006,867.19

Land and Land Improvements

Cost

North Harbour Road - stairs	600,000
Relocation of dog park - defer	-
Pollution Control Plant - Outfall	500,000
Childcare parking lot improvements	15,000
	<hr/> 1,115,000

Building

Columbarium - Cemetery	45,000
Victoria Park Pavillion roof	35,000
Master Control Centre/HVAC, filter upgrade, settling pond and Storm drain	4,409,375
Coverall - Steel frame fabric building - Works dept - removed	-
Bricking/Cladding - Maitland Recreation Centre	525,000
Generator replacement - MacKay Centre	50,000
HVAC unit replacement - Town Hall	30,000
Rental house roof replacement	8,000
HVAC unit replacement - Library	20,000
Loading dock carryforward - Water Treatment plant	40,000
Renovation - Maitland Valley Medical Centre	215,000
	<hr/> 5,377,375

Linear

Rebuilding Downtown Infrastructure Project - Year 1 of construction	5,533,945
Suncoast Drive - Roadwork carryover from 2024	2,556,191
Wolfe and Albert - Roadwork carryover from 2024	166,900
Albert/Anglesea - top coat	58,101
Crack sealing	25,000
Water - as built	1,000
Line painting - Stanley St parking	5,000
	<hr/> 8,346,137

Machinery and Equipment

Water equipment and machinery - various	628,000
Wastewater machinery and equipment - various	240,800
Breathing air compressor - Fire	80,000
Mowers - (2) Parks	50,000
Airport - mower (carryover)	30,000
Airport Fuel Point of Sale System replacement	40,000
Chairs and tables - Sky Harbour room at Maitland Recreation Centre - removed	-
Overseeder - Cemetery	25,000
Airport Fuel tank upgrade - removed	-
Phone system replacement - Townhall + other locations	17,000
New Boardroom table - Menesetung	5,000
Floor scrubber - Recreation	15,000
Road maintenance equipment	75,000
	<hr/> 1,205,800

Vehicles

Rescue truck - Fire	900,000
One Ton Dump Truck - Cemetery	75,000
Animal Control - SUV	70,000
Pick up - Recreation	50,000
Conversion of Pumper Truck - Fire	50,000
Pick up - Works	50,000
Pick up - Parks	50,000
Pick up - Carryover - Parks	50,000
	<hr/>
	1,295,000
	<hr/>
	<hr/>
	\$ 17,339,312
	<hr/>
	<hr/>
Initial Draft	\$ 17,870,035

2025 Capital Budget Summary - Draft

REVISED

		RF						
		Cost	Reserve	Reserve Fund	Grant	Borrowings	Taxation	
1020	HVAC replacement	30,000.00		30,000.00				Infrastructure RF
	New phone system	17,000.00		17,000.00				Infrastructure RF
1400	Rescue Truck	900,000.00				900,000.00		
	Conversion of Pumper	50,000.00				50,000.00		
	Breathing Air Compressor	80,000.00		80,000.00				Fire RF
1900	Animal Control SUV	70,000.00	70,000.00					Contingency Reserve
1950	New boardroom table - EOC - Menesetung Room	5,000.00					5,000.00	Taxation
Roadwo	Suncoast Drive	2,556,191.00		1,455,001.00				Water Expansion RF
				800,000.00				OCIF RF
				250,000.00				CCBF RF
				33,500.00				Road Reconstruction RF
							17,690.00	Taxation
	Wolfe and Albert	166,900.00		61,450.00				Road Reconstruction RF
				105,450.00				PCP RF
	Anglesea Top Coat	58,101.00		58,101.00				Water RF/ PCP RF and Road Recon RF
	Rebuilding Downtown Infrastructure Project	5,533,945.00		1,326,470.00			181,000.00	PCP RF
				1,736,652.00				Water Expansion RF
				1,227,389.00				OCIF RF
						1,062,434.00		
	Crack sealing	25,000.00					25,000.00	Taxation
	Line painting - Stanley St parking	5,000.00					5,000.00	Taxation
	Water as built	1,000.00		1,000.00				Water Expansion RF
3000	Coverall building - removed	-		-				Public Works Equipment RF
	Pick up truck	50,000.00					50,000.00	Public Works Equipment RF
	Road maintenance equipment	75,000.00		75,000.00				Road Reconstruction RF
3250	Machinery and equipment	628,000.00		628,000.00				Water Expansion Rf
	Master Control Centre and HVAC project	4,409,375.00		1,190,531.25	3,218,843.75			Water Expansion Rf
	Loading Dock carryforward	40,000.00		40,000.00				Water Expansion Rf
3600	Fuel Point of Sale System Replacement	40,000.00		40,000.00				Airport RF
	Fuel Tank Upgrade - removed							Airport RF
	Mover - carryover	30,000.00		30,000.00				Airport RF
3800	North Harbour Road stairs	600,000.00		600,000.00				Infrastructure RF 250k/Waterfront RF 350k
4400	Machinery and equipment	240,800.00		240,800.00				PCP RF
	Outfall	500,000.00		500,000.00				PCP RF
4700	Columbarium	45,000.00	45,000.00					Contingency - to be repaid by sales
	Overseeder	25,000.00					25,000.00	
	One tonne dump truck	75,000.00					75,000.00	

2025 Capital Budget Summary - Draft

REVISED

		RF						
		Cost	Reserve	Reserve Fund	Grant	Borrowings	Taxation	
5000	Generator	50,000.00		50,000.00				Infrastructure
5400	Parking lot improvement	15,000.00	15,000.00					Childcare Reserve
5700	Pick up truck	50,000.00					50,000.00	Taxation
	Dog park relocation - defer	-	-				-	Recreation Reserve - bequest
	Mowers (2)	50,000.00		25,000.00			25,000.00	Cash in Lieu of Parkland RF
	Victoria Park pavillion roof	35,000.00		35,000.00				Infrastructure RF
	Pick up Truck - carryover	50,000.00		50,000.00				Public Works RF
6002	Floor scrubber	15,000.00	15,000.00					Recreation Reserve
	Bricking	525,000.00	525,000.00					Recreation Reserve \$400k/ Maitland Recreation Reserve \$125k
	Chairs and tables - Sky Harbour room - MRC - removed	-	-					Recreation Reserve
	Pick up	50,000.00	50,000.00					Recreation Reserve
8000	HVAC unit - Library - carryover	20,000.00		20,000.00				Infrastructure RF
8502	Renovation at Maitland Valley Medical Centre	215,000.00		215,000.00				MVMC Reserve Fund
8490	Rental house roof	8,000.00		8,000.00				Infrastructure RF
		17,339,312.00	720,000.00	10,929,344.25	3,218,843.75	2,012,434.00	458,690.00	
		Additional transfer to PW Equip Reserve Fund						100,000.00
								<u>558,690.00</u>

Town of Goderich
2025 Operating Budget - revised draft

OPERATING EXPENDITURES			
	Operating expense	Transfers to Reserve/RF	Total Operating Expenses
General government			
1010 Council	225,665		225,665
1020 General Admin.	2,257,472	120,110	2,377,582
1040 Health and Safety	124,956		124,956
1050 Elections	1,890	10,000	11,890
	2,609,983	130,110	2,740,093
Protection services			
1400 Fire	1,061,399	50,000	1,111,399
1500 Policing	2,428,018	130,000	2,558,018
1550 Police Services Board	4,933		4,933
1700 Conservation	256,115		256,115
1750 Building Inspector	310,140		310,140
1900 Protective Serv/By-Law	367,962		367,962
1950 Emergency Prepared	106,820		106,820
	4,535,387	180,000	4,715,387
Transportation services			
2100 Connecting Link			-
2500 Road Construction	179,832		179,832
2600 Traffic - Crossing Guards	85,307		85,307
3000 Public Works	1,106,765	100,000	1,206,765
3100 Road Maintenance	693,915		693,915
3110 Sidewalk Maintenance	55,011		55,011
3120 Stormwater Maintenance	10,000		10,000
3150 Winter Maintenance	223,156		223,156
3300 Environment/Asset Mgt	368,130	165,000	533,130
3500 Street Lighting	205,000		205,000
3600 Airport	299,726	8,400	308,126
3700 Marina	38,600	3,500	42,100
3800 Waterfront	207,700	1,076,435	1,284,135
	3,473,142	1,353,335	4,826,477
Environmental Services			
3200 San.Sewer Maintenance	114,211		114,211
3250 Water	1,414,365	1,868,795	3,283,160
4200 Garbage	596,752		596,752
4250 Recycling	87,420		87,420
4400 PCP	994,550	1,310,670	2,305,220
	3,207,298	3,179,465	6,386,763

FUNDING				
Net Requirement	Grants	User fees, fines, penalties, donations	Transfer from Reserve/ Reserve fund	Total
225,665				225,665
1,876,902	50,000	223,480	227,200	2,377,582
114,956		10,000		124,956
11,890				11,890
2,229,413	50,000	233,480	227,200	2,740,093
554,237	552,062	5,100		1,111,399
1,895,642	653,876	8,500		2,558,018
4,933				4,933
			256,115	256,115
-		210,500	99,640	310,140
196,860		74,000	97,102	367,962
56,820	50,000			106,820
2,708,492	1,255,938	298,100	452,857	4,715,387
				-
158,832	21,000			179,832
85,307				85,307
1,191,765		15,000		1,206,765
665,115		3,800	25,000	693,915
55,011				55,011
10,000				10,000
223,156				223,156
279,044	104,000		150,086	533,130
205,000				205,000
87,781		220,345		308,126
2,100		40,000		42,100
-		1,084,135	200,000	1,284,135
2,963,111	125,000	1,363,280	375,086	4,826,477
			114,211	114,211
		3,283,160		3,283,160
60,832		535,920		596,752
87,420				87,420
-		2,305,220		2,305,220
148,252	-	6,124,300	114,211	6,386,763

Town of Goderich
2025 Operating Budget - revised draft

OPERATING EXPENDITURES				
Health Services				
4700	Cemetery	229,169		229,169
8502	MVMC -Medical Centre	359,034	9,868	368,902
		588,203	9,868	598,071
Social and Family Services				
5000	Mackay Centre	122,585		122,585
5400	Childcare	2,386,048		2,386,048
5403	Early years	146,852		146,852
		2,655,485	-	2,655,485
Recreation and cultural services				
5700	Parks	1,328,828		1,328,828
6002	Recreation	2,079,413	250,000	2,329,413
6003	Memorial Arena	120,600		120,600
7150	Winterfest	18,600		18,600
8000	Library	170,503		170,503
8050	Cultural Activities	30,000		30,000
8150	Heritage	11,635		11,635
		3,759,579	250,000	4,009,579
Planning and development				
8400	Planning	65,859		65,859
8450	Committee of Adjustment	14,000		14,000
8490	Corporate Ec Development	455,515		455,515
8500	Community Economic Development	124,922		124,922
8600	Tourist Administration	225,904		225,904
8650	Tourist Centre	149,004		149,004
8670	Canada Day Celebrations	40,148		40,148
8700	Festival of Lights	90,964		90,964
8710	Children's Festival	17,450		17,450
8715	Salt Festival	144,050		144,050
8720	Special Events-various		10,000	10,000
8800	BIA	173,083		173,083
8830	Farmers Market	32,250	27,750	60,000
		1,533,149	37,750	1,570,899
		22,362,226	5,140,528	27,502,754

FUNDING				
114,829		110,790	3,550	229,169
		368,902		368,902
114,829	-	479,692	3,550	598,071
101,585		6,000	15,000	122,585
150,232	1,910,948	314,868	10,000	2,386,048
	141,680		5,172	146,852
251,817	2,052,628	320,868	30,172	2,655,485
1,084,514		12,250	232,064	1,328,828
1,855,741		302,942	170,730	2,329,413
120,600				120,600
11,100		7,500		18,600
105,503		15,000	50,000	170,503
-			30,000	30,000
10,935			700	11,635
3,188,393	-	337,692	483,494	4,009,579
51,859		14,000		65,859
1,000		13,000		14,000
202,343		253,172		455,515
124,922				124,922
224,991			913	225,904
140,004		9,000		149,004
35,148		5,000		40,148
90,964				90,964
10,050		7,400		17,450
19,020		163,070		144,050
10,000				10,000
125,833	7,500	12,000	27,750	173,083
-		60,000		60,000
998,094	7,500	536,642	28,663	1,570,899
12,602,401	3,491,066	9,694,054	1,715,233	27,502,754

Capital projects supported by taxation
Transfer to Public Works Equipment RF

General Revenues
Taxation
BIA Levy
OMPF grant
Interest
Supplemental taxes
Supplemental taxes - BIA
Payment in Lieu
Carryover of 2024 surplus

Unfinanced

458,690			
100,000		Reserve	159,878.77
13,161,091		Reserve Fund	1,555,354.00
			1,715,232.77
10,350,049			
125,833			
1,850,300			
423,148		Reserve	4,730,528
100,000		Reserve Fund	410,000
-			5,140,528
58,314			
253,447			
13,161,091			

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Janice Hallahan, Chief Administrative Officer
Meeting Date: April 28, 2025
Subject: Communications Consulting Services and Development of Corporate Communications Plan
Attachment(s): 1) Redbrick Communications Planning Proposal
2) By-Law 4 of 2016 – Social Media Policy

Recommendation:

That Goderich Town Council authorizes staff to engage the services of Redbrick Communications to conduct research and develop a Corporate Communications Plan that will propose strategies and tactics with budgets and proposed resource allocation, development of key messaging, along with roles, responsibilities, timelines and measurable criteria for performance;

And That the funds for the Corporate Communications Plan be taken from the Modernization Reserve Fund;

And That Council authorizes the Director of Legislative Services/Clerk to prepare a By-Law for the May 20, 2025, Council meeting to authorize the Mayor and Clerk to sign on behalf of Council, an agreement between the Town of Goderich and Redbrick Communications.

Report Summary:

For Council to consider the professional services of Redbrick Communications to develop a Corporate Communications Plan.

Background and Analysis:

The Town of Goderich website is the primary source of online information exchange with the public and is the Town's official online presence. The Town also uses social media to enhance communication with the public and other audiences on municipal news/notices, programs, and services.

The purpose of a Social Media Policy is to set guidelines and standards to ensure the appropriate use and management of social media on behalf of the Town of Goderich.

Social media tools offer many benefits, including:

- sharing information on programs, services, and news to a wide audience;
- promote/market the Town online to local, regional, and national audiences;
- disseminate time-sensitive information as quickly as possible; and

- increase engagement by providing an additional tool for the public to communicate with the Town.

The Town's current Social Media Policy is approximately 9 years old. It is industry standard for a Social Media Policy to be reviewed once per Council Term or more often as needed.

As part of the modernization of the Town's website and to build on the Town of Goderich's Strategic Action Plan Goal of Good Government to continuously improve our business processes and practices and improve customer service, I am proposing to Council that we engage the services of Redbrick Communications to conduct research of the Town's website and social media platforms, and the development of a Corporate Communications Plan that will propose strategies and tactics with budgets and proposed resource allocation, development of key messaging, along with roles, responsibilities, timelines and measurable criteria for performance.

Pursuant to Section 4.1.4 where a consultant is to be retained for services valued at \$10,000 or less, the non-competitive negotiation process of Section 6.2 Purchase by Negotiation may be used:

6.2.1 Subject to Council approval, the Town may negotiate a service contract for information technology, (ii) where the firm, business or person under consideration possesses particular and/or unique knowledge of the Town and is readily accessible to serve as required; and

6.2.2 (ii) where there is only one source of supply for the goods or services

Founded in 2002, Redbrick has provided strategic communications counsel and training to a broad range of municipal and private sector clients. Redbrick Communication's portfolio includes work for prominent companies, law firms, governments, associations, universities and not-for-profit agencies.

Linkage:

- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

The financial impact associated with this proposal is approximately \$9,500. Staff propose that the funds required for the development of a Corporate Communications Plan come from the Modernization Reserve Fund.

Consulted With:

Denna Hastie, Director of Corporate Services/Treasurer

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk



April 17, 2025

Janice Hallahan, CAO
Town of Goderich
57 West St.
Goderich, ON N7A 2K5

Dear Janice,

Thank you for considering Redbrick Communications to provide strategic communications consulting services for the Town of Goderich. We welcome the opportunity to work with you.

Since 2002, Redbrick has provided strategic communications counsel and training related services to a broad range of public and private sector clients. We are best known for our work in the municipal community and are proud that our main source of business is referrals.

Project Understanding and Approach

It is our understanding the Town is looking to share quality information with the community, to foster well-informed and constructive public discussion of key priorities and initiatives.

Redbrick would provide a well-researched communications plan to achieve these goals. Our research would include:

- Meetings with several key staff and Council members.
- Reviewing your existing communication policies, processes, approaches and materials.
- Review social media platforms and community feedback.
- The Communications Plan will propose strategies and tactics with budgets and proposed resource allocation. Key messaging would be developed where applicable, along with roles, responsibilities, timelines and measurable criteria for performance analysis.

We propose that our recommendations be delivered in a presentation deck format that would facilitate internal discussion.

Redbrick Associate Carrie Beatty would lead this project, with support from Beverly Hendry and other Redbrick staff, as needed.

Budget Estimate

Based on the scope outlined above, the estimated budget would range from \$8,400-\$9,500.

When Redbrick provides budget estimates, we will not exceed them without prior client consent. Furthermore, we only bill for the time we actually dedicate to an assignment, so our estimate may be less than quoted.

Estimated fees do not include HST nor additional expenses such as travel and accommodation. An attached addendum explains our terms in greater detail.

This letter provides further information about Redbrick, our team, and references. I sincerely appreciate your decision to consider Redbrick Communications for this project. If you have any questions, please do not hesitate to call me at 416-729-5425.

Sincerely,

A handwritten signature in black ink, appearing to read "B. W. W." followed by a horizontal line.

Brian Lambie, President
Redbrick Communications

About Redbrick

Since 2002, Redbrick Communications has provided training services, strategic communications counsel, and hands-on public relations support to a broad range of public and private sector clients. Our lead consultants have long careers working within and for government and public sector organizations. We are well known for our work with municipalities in Ontario and across several other provinces.

Through our varied client work, we have gained an in-depth understanding of the municipal communications context. Over the years, we have provided support related to every facet of municipal service delivery and responsibilities, and we offer a full range of services, including:

- Strategic communications planning (including conducting communications reviews);
- Issues management and crisis communications;
- Media relations and training;
- Digital communications, social media training;
- Plain language and council report writing training;
- Stakeholder and community relations;
- Change management;
- Writing, editorial and production services; and,
- Public and stakeholder engagement.

Selected Staff Bios

Brian Lambie, President

Brian has extensive communications experience gained during his career as a private sector consultant, a political assistant, and a public servant. His specialties include corporate and public-sector communications, issue and crisis management, stakeholder relations, media relations and public sector use of social media.

He founded Redbrick Communications in 2002 with a mission to empower people and organizations to tell their own story, no matter how great the challenge is. Brian leads Redbrick's extensive public sector communications practice.

Brian has served as the primary media contact for the Association of Municipalities of Ontario (AMO) for more than two decades, and he has developed and delivered nearly all the media relations, social media, and communications-related training programs that AMO has offered for Ontario's 444 municipal governments since 2004.

Since 2013, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) has trusted Redbrick to design and deliver the communications, media relations and social media portion of its Executive Diploma in Municipal Management.

Brian has also developed and delivered training programs for organizations such as the College of Family Physicians of Canada, the Chartered Professional Accountants of Canada, and the Canadian Institute of Actuaries. He has Chaired the Summers Direct Municipal Communications Conference since 2006.

In response to COVID-19, Brian organized and chaired weekly calls for public sector communications managers across Canada. Hosted through AMO, these calls helped well over one hundred public sector communicators meet difficult new challenges. In addition, Brian served on a Crisis

Communications Panel for the Institute of Public Administration of Canada (IPAC), and he delivered best-practice articles and podcasts for Municipal World Magazine. His “COVID Communications Advice for Councils” was voted a Top Ten Read for 2020.

For the past two years, Brian has served as a ‘Master Mentor’ and presenter for Inside Public Sector Leadership’s Political Acumen Master Class.

Brian earned his M.A. in Journalism at the University of Western Ontario.

Carrie Beatty, Associate

Carrie Beatty is an accredited senior communications professional with two decades of experience in municipal government, strategic communications, and public affairs. She has a proven track record of enhancing corporate communications service delivery, improving organizational reputation, managing complex issues, and fostering strong partnerships across the public, private, and non-profit sectors.

As a seasoned advisor, Carrie specializes in providing strategic counsel to senior leadership, elected officials, and technical experts on effective communication strategies, government relations, and public engagement. She has extensive experience in issues management, crisis response, stakeholder engagement, and digital communications. Her leadership has driven the development of high-performing teams and innovative communication strategies that align with organizational objectives and community expectations.

Carrie has led communications and public affairs functions for the Towns of Milton and Lincoln, Niagara Region, and Public Health Ontario. Throughout her career, Carrie has played a pivotal role in guiding municipalities through growth, infrastructure projects, policy changes, and public engagement initiatives. She has advised on complex and sometimes contentious issues, including municipal sustainability planning, public health community outbreaks, intergovernmental relations, emergency communications, and service delivery transformations. Carrie’s ability to translate technical information into accessible, transparent, and meaningful communications has helped organizations build trust and confidence among residents, governing bodies, and stakeholders.

Her expertise extends to training, policy development, and communications service reviews to help organizations optimize their engagement and messaging strategies.

Carrie holds a Bachelor of Arts in Health Studies from Brock University. She is accredited in Public Relations through the Canadian Public Relations Society and is also certified in public engagement from the International Association for Public Participation (IAP2). Committed to continuous learning and professional excellence, she remains actively involved in industry organizations, thought leadership initiatives, and mentorship programs.

Beverly Hendry, Associate

Bev Hendry is an Associate with Redbrick Communications. She brings a significant depth of public sector experience coming from her 35-plus-year career in government. From 2005 to 2023, she was a CAO at three municipalities: the townships of West Lincoln, Scugog, and the City of Oshawa. Before that, she spent 19 years with the Ministry of Municipal Affairs and Housing, finishing her time there as Regional Director for Central Ontario.

Bev is a strong leader and community builder with a focus on good government and creating safe, welcoming communities. While at West Lincoln, Bev worked with neighbouring municipalities to advocate for rebuilding their community hospital, successfully maintaining local health care.

She has spearheaded modernization initiatives, developed inclusive communications to increase public engagement, implemented comprehensive growth plans, and fostered collaboration to increase municipal accountability and transparency.

Bev is the Past President of the Canadian Association of Municipal Administrators and the Ontario Municipal Administrators Association. She holds a Bachelor of Applied Science and a Master of Science in Management and Economics from the University of Guelph. She also has a Masters Certificate in Municipal Leadership from the Schulich School of Business, York University.

Additional staff [bios](#) can be viewed on our website at www.redbrick.ca

References

References are available upon request.

Legal Addendum

1. Billing Cycle

Clients will be billed monthly, subject only to specific alternate billing terms set out in the contract.

2. Invoices and Payment

Payments may be made by cheque payable to **Redbrick Communications Inc.** and sent to:
Redbrick Communications Inc, 22 Mississauga Rd N., Mississauga, ON L5H 2H6

All Redbrick invoices are payable upon receipt. In the event payment is not received by Redbrick within sixty days of the invoice date, in addition to Redbrick having the right at its discretion, without liability, to suspend any or all services or to terminate the contract with the client, Redbrick will be entitled to impose a service charge of two (2%) per cent per month on any overdue and unpaid balance.

3. Expenses

I. Expenses such as courier, travel, meals, photocopying, postage, and distribution charges will be billed monthly at cost and a summary of such expenses will be included in the invoice.

II. A markup of twenty (20%) per cent on expenses involving third party vendors performing work on the client's behalf, but paid through Redbrick, may be added to such expenses. Such expenses could include, but are not limited to, photography, printing, production, design, room, or equipment rentals.

III. Disbursements in excess of \$5,000 will be billed to the client when incurred by Redbrick.

IV. The client will reimburse and indemnify Redbrick for all expenses incurred as a result of any change of instructions by the client which affect non-cancelable commitments made on behalf of the client by Redbrick.

4. Taxes

Fees and expenses are exclusive of any applicable federal and provincial taxes.

5. Collection Costs

All costs, disbursements and fees incurred to collect payment of invoices shall be recoverable from the client.

6. Confidentiality/Non-Disclosure

During its consulting mandate with the client, Redbrick may have access to confidential information relating to the client and its projects and, subject only to any legal requirement to disclose by law or judicial or administrative order, Redbrick agrees not to disclose, divulge or otherwise communicate to any person any such confidential information without the client's prior consent. Redbrick will also ensure that all consultants working on the consulting mandate are made aware of and agree to be bound by this confidentiality/non-disclosure obligation. Subject to any specific directions in the contract to the contrary, the client agrees that Redbrick may disclose its representation of the client.

7. Non-solicitation

Redbrick and its clients acknowledge the importance of key personnel in our respective industries and agree that while Redbrick is providing services and for six (6) months thereafter, neither Redbrick nor the client will, without prior written consent, solicit or induce any employee, consultant or independent contractor of the other to leave their employment or engagement. Despite the foregoing, each will be free to hire or engage employees, consultants or independent contractors who independently respond to indirect solicitations, such as general newspaper advertisements or internet postings.

8. Fee Adjustment

Redbrick may propose to the client a fee revision if the content requirements of the agreed consulting mandate increase substantially or the client requires or requests any change or addition to the nature or scope of the agreed consulting mandate or any agreed timetable for performance of the consulting mandate.

9. Communications Mandate

Nothing contained in any contract with a client shall be deemed to require that Redbrick undertake any campaign or prepare any public relations material or publicity, which would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to the interests of the client or Redbrick.

10. Communications Mandate Accuracy

Redbrick is not responsible for verifying facts supplied to it by the client or factual matters included in material prepared by Redbrick and approved by the client. The client agrees to indemnify and hold harmless Redbrick from and against any and all losses, claims, damages and expenses (including legal fees and disbursements) which Redbrick may incur: (1) as a result of any materials, releases, reports or information supplied to Redbrick by or on behalf of the client or prepared by Redbrick and approved by the client prior to its dissemination or broadcast; or, (2) arising out of the nature or use of the client's products or services.



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 4 OF 2016**

BEING A BY-LAW TO ESTABLISH A SOCIAL MEDIA POLICY

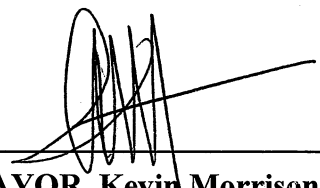
WHEREAS the Council of the Corporation of the Town of Goderich wishes to establish a social media policy;

**THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH
ENACTS AS FOLLOWS:**

1. That the "Town of Goderich Social Media Policy" attached hereto as Schedule "A" and Schedule "B" be and is hereby adopted.
2. That Schedule "A" and Schedule "B" are deemed to form part of this by-law. Appendices "A" and "B" are provided for information purposes only and subject to change.
3. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal.

READ A FIRST AND SECOND TIME ON THE 11th DAY OF JANUARY, 2016.

READ FOR A THIRD TIME AND FINALLY PASSED THIS 25th DAY OF JANUARY, 2016.



MAYOR, Kevin Morrison



DEPUTY-CLERK, Lee Ryan

Schedule "A"
Town of Goderich
Social Media Policy for Designated Moderators

PURPOSE:

To identify responsibilities for the authorization, establishment, and administration of official Town social media accounts, and to establish acceptable corporate use of social media by designated communicators.

The Town of Goderich recognizes that there is both value and public interest in its participation in social media. Furthermore, the Town should support employees by stating clear expectations about the corporate use of social media.

It is important the Town of Goderich take a measured, strategic approach to the implementation of social media to avoid potentially damaging consequences such as the presence of out-of-date information, the failure to provide appropriate and accurate information to citizens, or the misrepresentation of municipal policies, services, or values.

All employees who use or manage corporate social media accounts on behalf of the Town of Goderich are expected to understand and follow this policy.

DEFINITIONS:

Employee – an individual who is hired for a wage or salary to perform work for the municipality.

MFIPPA – Municipal Freedom of Information and Protection of Privacy Act.

Social Media – web-based applications that allow users to interact, share and publish content such as text, links, images, audio and video. Examples of social media platforms include Facebook, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, wikis and blogs.

Corporate Accounts – any social media account established by the corporation, bearing official corporate branding (i.e., a visual identity or other insignia) and identified as representing the corporation or one of its departments.

Corporate Use – management approved activity on any social media platform or account that is operated and maintained by the Town of Goderich.

Designated Social Media Moderator – a Town of Goderich employee who is appointed by the Clerk or his/her designate, and is responsible for creating content, posting to and monitoring a corporate social media account on behalf of the Town or one of its departments, programs or services.

Privacy – posts containing Personal Information must be in compliance with:

- a. The requirements for the collection of Personal Information under MFIPPA;
- b. The requirements for use and disclosure of Personal Information under MFIPPA;
- c. The requirements for securing Personal Information under MFIPPA.

POLICY:

Approval of Corporate Social Media Accounts

1. The establishment of corporate social media accounts shall be approved by Council. Recommendations by staff to use or change the use of existing social media platforms or accounts shall be submitted to the Clerk or his/her designate using the attached Social Media Control Form (see Appendix B). The Social

Media Control form(s) will be presented to Council for information if deemed necessary.

2. Committees of Council and Liaisons are subject to the Town's Social Media Policy. Boards that function in conjunction with the municipality are permitted to adopt this Policy as their own.

Ownership and Administration of Corporate Social Media Accounts

1. All corporate social media accounts, along with their login and password information, will be owned by the Corporation of the Town of Goderich, and not the individuals managing the content.
2. Corporate social media accounts shall be administered by Town staff who are Designated Social Media Moderators, as appointed by the Clerk or his/her designate.
3. Designated Social Media Moderators will be trusted to have access to login and password information that is owned by the Corporation of the Town of Goderich. All user names and passwords will be set and/or changed with the prior notification and permission of the Clerk or his/her designate.
4. All Designated Social Media Moderators shall be trained in this policy.

Acceptable Corporate Use of Social Media

1. The corporate use of all social media by the Corporation will adhere to:
 - a. Applicable provincial and federal laws, regulations;
 - b. The Terms of Service and Use of each social media platform;
 - c. All applicable Town Policies, and by-laws including, but not limited to MFIPPA, E-Mail and Internet Access Policy, Town Equipment Policy, Hiring Policy, Health and Safety Policy and Program, and Accountability and Transparency Policy.
2. Corporate use of social media on behalf of the Corporation must be in accordance with the following expectations and guidelines:

Account Set-Up

1. Corporate social media accounts will clearly indicate that they are owned and maintained by the Town of Goderich. Where possible, corporate accounts will display: the Town of Goderich logo; applicable contact information; and a hyperlink to the Town's municipal website (www.goderich.ca).
2. Each corporate social media account shall display or link to a disclaimer that states: "The Town of Goderich is not responsible for content posted by other users. Information that is not in compliance with the Town's social media policy, this site's Terms of Use, or with applicable law will be removed at the Town's discretion without notification."
3. Each corporate social media account shall include an introductory statement which clearly specifies the purpose of the account.

Account Use / Management

1. Corporate social media accounts are for the purpose of conducting Town business and supporting Town objectives only. Acceptable activity includes:
 - a. Distributing public notices and information related to official Town business.
 - b. Promoting and providing information on Town of Goderich events, programs and services.
 - c. Driving traffic to the Corporation of the Town of Goderich's municipal website.
 - d. Responding to inquiries and questions.
 - e. Providing a platform for consultation and public input on Town projects, where appropriate.
2. The Economic Development/Tourism Coordinator (Department Head) will lead the regulating and monitoring of the Town's corporate social media accounts to ensure all content is in compliance with the policy guidelines.
3. Department Heads will be responsible for regulating social media content and overseeing the management of corporate social media accounts.

4. Wherever possible, links to more information should direct users back to the official Town of Goderich website (www.goderich.ca) for more information, forms, documents or online services necessary to conduct business with the municipality.
5. Published content must be accurate and consistent with corporate information, messages and policies.
6. Published content should exhibit the same level of professionalism as any other means of internal and external business communications.
7. Before publishing content to/via a corporate social media account, Designated Social Media Moderators must verify the information with the appropriate individuals. Misinformation should be corrected information in a timely, positive and professional manner.
8. Designated Social Media Monitors and all spokespersons for the municipality must ensure that their statements maintain a clear, singular, and corporate identity and are consistent with other corporate statements.
9. Use of corporate social media accounts should not disclose confidential information, or personal information without prior consent.
10. Social media use and interactions in and related to emergency situations is prohibited for all Town employees. Press announcements in emergency situations can only be developed and released through the Town's Emergency Operations Control Group.

Inquiries and Comments

1. Comments posted to or directed to the Town's corporate social media accounts will not be considered as citizen's requests for assistance, formal complaints, or submissions to Council. Requests for assistance, formal complaints or Council submissions will continue to be submitted to the Clerk or her/her designate, in writing.
2. Interactions with residents via corporate social media accounts, particularly in response to conflict or complaints, should encourage civic engagement by being honest, transparent, and polite.
3. Corporate social media accounts should be monitored frequently for engagement, inquiries and comments
4. Designated Social Media Moderators should respond to inquiries and comments, where necessary, within an appropriate time frame. (Typically within one (1) working day).
5. Corporate responses to engagement, inquiries and comments should be guided by the Social Media Response Chart, attached as "Appendix A."

Inappropriate Content

1. Inappropriate content, as determined by the Corporation, will be subject to removal without notification. The Town's E-Mail and Internet Access Policy, Hiring Policy, Health and Safety Policy and Program, Accountability and Transparency Policy, and Code of Conduct Policy outline examples of inappropriate content that must be removed if posted.
2. Inappropriate content posted by Town employees, regardless of whether they are using social media to carry out their responsibilities, will be brought to the attention of the Clerk or his/her designate. The Clerk will discuss the matter with the CAO, and if deemed necessary, bring the matter to the attention of Council under Section 239 of the Municipal Act (an identifiable individual).
3. Any content that is deemed inappropriate or does not adhere to the social media policy must be immediately brought to the attention of the Clerk or his/her designate.

Accessibility

1. The Town of Goderich is committed to the principle of accessibility and is required to comply with communications and information provisions within the Accessibility for Ontarians with Disabilities Act (AODA). As such, the Town must be able to facilitate the delivery of material communicated through corporate social media accounts in alternate formats, if requested.

Records Management

1. All information posted or forwarded to one of the Town's corporate social media accounts becomes part of the Town's records and is subject to MFIPPA and the Town's Retention By-Law.

Town staff who fail to comply with this Policy may be subject to corrective action or disciplinary action which may include, but not limited to, the following: an apology, coaching, education or training, warning, suspension, leave without pay, or termination of employment. In addition, depending on the nature of the policy violation or the Terms of Use of the Social Media platform, participants may also be subject to civil and/or criminal penalties.

Schedule "B"
Town of Goderich
Acceptable Personal Use of Social Media Policy for Employees

The following policy is intended to guide Town employees in the acceptable personal use of social media. Elected officials are guided by the Town's Code of Conduct Policy.

Employees have a responsibility to recognize that their personal use of social media has the potential to affect the Town of Goderich, that posts on social media are subject to laws governing publications, and that care should be taken to ensure that social media use does not cause harm to the Town of Goderich or its employees.

DEFINITIONS:

Employee – an individual who is hired for a wage or salary to perform work for the municipality.

MFIPPA – Municipal Freedom of Information and Protection of Privacy Act.

Social Media – web-based applications that allow users to interact, share and publish content such as text, links, images, audio and video. Examples of social media platforms include Facebook, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, wikis and blogs.

Corporate Accounts – any social media account established by the corporation, bearing official corporate branding (i.e., a visual identity or other insignia) and identified as representing the corporation or one of its departments.

Corporate Use – management approved activity on any social media platform or account that is operated and maintained by the Town of Goderich.

Designated Social Media Moderator – a Town of Goderich employee who is appointed by the Clerk or his/her designate, and is responsible for creating content, posting to and monitoring a corporate social media account on behalf of the Town or one of its departments, programs or services.

Personal Accounts – any social media account created and maintained by individual employees, and can be identified as such through profile photos, bios (which mention corporate affiliation) or implicit association (i.e., an employee who is known to the public, but does not have his/her town affiliation in the bio).

Personal Use – the use of an individual employee's use of personal social media accounts on any social media platform at any time.

POLICY:

Guidelines for Personal Use of Social Media by Employees

In your role as an employee of the Town of Goderich

1. Employees who are not Designated Social Media Moderators will not generate or respond to content on social media that related to Town of Goderich business, programs or services. Corporate responses to online discussions and inquiries will only be made by a Designated Social Media Moderator through official Town of Goderich communications channels.
2. Use of an employee's Town e-mail address, communicating in an official capacity, or discussing corporate business on or directed at Town social media accounts will constitute as conducting Town business.
3. Staff-to-staff conversations relating to Town of Goderich business will occur in person, or via phone or email systems owned by the Town of Goderich. They will not occur via social media or any other public online channel.
4. Town staff is expected, at all times, to conduct themselves in the best interests of the Corporation.

5. Social media use and interactions in and related to emergency situations is prohibited for all Town employees. Press announcements in emergency situations can only be developed and released through the Town's Emergency Operations Control Group.

Privacy / Records Management

1. Information posted on or directed to non-corporate social media accounts is not subject to MFIPPA unless it relates to the discharge of an employee or Council member's responsibilities or some aspect of the Town's mandate.
2. As head of Council, the Mayor is considered an 'officer' of the municipality. The Mayor's records that relate to mayoral duties may be considered to be in the Town's custody or control and therefore subject to MFIPPA and the Town's Retention By-Law.

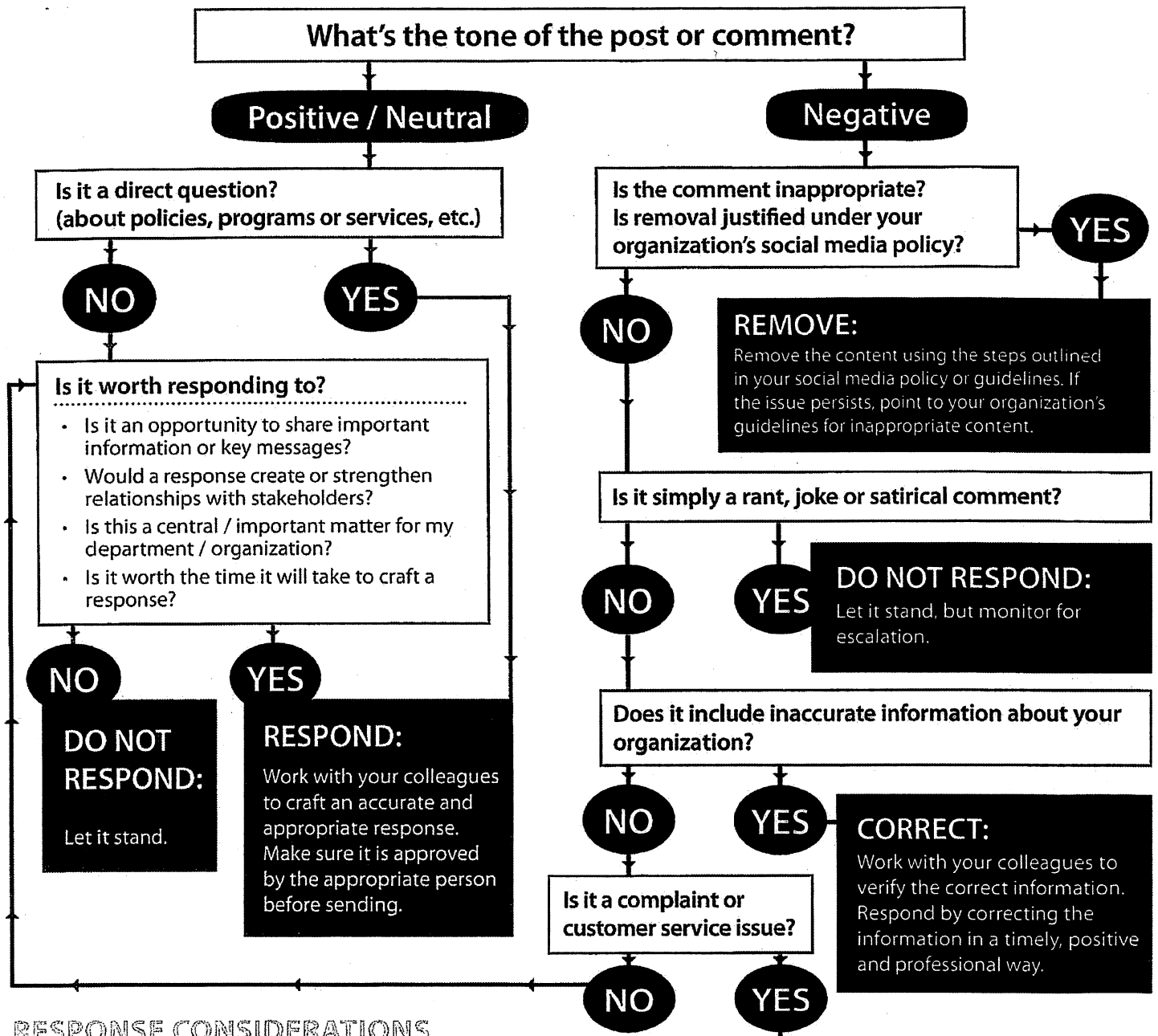
Using your personal account

Town of Goderich employees who engage in personal use of social media cannot control the fact that they may be perceived to be representing the municipality. Employees are advised to conduct themselves in a professional manner that respects the following guidelines:

1. Town of Goderich staff will not post to their own personal social media accounts during working hours, unless they are on a designated break or lunch.
2. Staff will not use the Town of Goderich logo, crest, or any other corporate images on their own personal social media accounts.
3. Staff will not link or post a Town of Goderich email address to a personal social media account.
4. The use of job titles/positions of employees on personal social media accounts is discouraged.
5. Town staff shall at all times conduct themselves in a positive, professional, honest, ethical and fair manner in accordance to this policy and related policies.
6. Employees must act in furtherance of protection and maintenance of the public trust and the Town's reputation, and must respect that under Canadian Law, employees have a duty to uphold loyalty, fidelity and confidentiality toward their employer.
7. In accordance with their ability, employees should demonstrate principles of service excellence, personal leadership, effective communications, and fiscal responsibility and promote a healthy workplace.
3. Town employee's will not comment or act to prejudice the public process.
4. While common disclaimers such as "re-tweet does not imply endorsement" or "all views are my own" may help clarify the context of personal social media accounts, Town employees are thereby not absolved from upholding the Town's Social Media Policy.

Town staff who fail to comply with this Policy may be subject to corrective action or disciplinary action which may include, but not limited to, the following: an apology, coaching, education or training, warning, suspension, leave without pay, or termination of employment. In addition, depending on the nature of the policy violation or the Terms of Use of the Social Media platform, participants may also be subject to civil and/or criminal penalties.

Social Media Response Chart



RESPONSE CONSIDERATIONS

Keep these things in mind when you're crafting your response:

- **Respect Privacy:** Don't share or invite others to share personal information on public channels.
- **Respect Ownership:** Cite your sources. If you're sharing or drawing from someone else's information or material, then say so.
- **Be Credible:** Stick to the facts and avoid value judgments.
- **Be Appropriate:** Your tone should be appropriate to the situation and should reflect positively on your organization.

RESOLVE:

Acknowledge the concern and respect their privacy by inviting them to continue the discussion offline. This could be by phone, email, or other customer service channels, depending on what's outlined in your organization's social media policy.

** Adapted from the United States Environmental Protection Agency's social media response chart.*

For more resources, visit www.redbrick.ca.

Appendix 'B'

SOCIAL MEDIA CONTROL FORM

DATE: _____ NAME: _____

Social Network:	
URL:	
Owner:	
Additional Users: (Users other than the owner that may be posting to the account or who can access the account)	
Purpose or Mission of Account: (General information, special projects, goals, type of content to be posted, etc.)	
Proper Brand Use: Yes/No (Does the account properly represent the Town's image, that selected profile images are suitable, the names and descriptions are correct, etc.)	
Target Audience:	
Temporary or Permanent Account: (if temporary, include end date)	
Additional Information: (optional)	

Signature: _____

Social Media Control form reviewed by Dwayne Evans, Clerk _____

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Janice Hallahan, Chief Administrative Officer
Meeting Date: April 28, 2025
Subject: Opposition to Amendments to O. Reg. 530/22 – Expand Strong Mayor Powers
Attachment(s): 1) Minister's Letter re Expansion of Strong Mayor Powers – April 9, 2025
2) AMO Municipal Governance Backgrounder – Strong Mayor Powers – August 17, 2023
3) AMCTO Advocacy Update: Expansion of Strong Mayor Powers – April 9, 2025
4) Province of Ontario's Strong Mayor Power and Duties

Recommendation:

1) That Goderich Town Council approve the Chief Administrative Officer's suggested motion – Opposition to Proposed Amendments to O.Reg. 530/22 - Expand Strong Mayor Powers

WHEREAS on April 9, 2025, the Ontario Ministry of Municipal Affairs and Housing announced the expansion of Strong Mayor powers to 169 additional municipalities, including the Town of Goderich, as a Strong Mayor community granting enhanced powers to the Mayor, effective May 1, 2025

AND WHEREAS the 169 municipalities affected by the April 9 Strong Mayor powers letter supplied insufficient time for any meaningful feedback and coordinated response on O.Reg. 530/22 from Councils given the six (6) business day turnaround deadline for comments of April 16 - procedural notice provisions to call a special Council meeting and short notice scheduling conflicts of Council members;

AND WHEREAS the Strong Mayors powers has raised significant concerns regarding the centralization of power, reduced accountability, alters the balance of governance at the municipal level by ultimately undermining the role of Council and decision-making by weakening the fundamental democratic principle of majority rule, diminishes the role of elected municipal councillors in representing the diverse interests of the community, and the potential for the abuse of power;

AND WHEREAS the Town of Goderich has a long history of collaborative, transparent, and accountable local governance built upon a foundation of Council debate and shared decision-making;

AND WHEREAS municipal elected officials across the province and members of the public have expressed significant concerns regarding the negative impacts on public trust, democratic participation, and municipal decision-making processes if Mayors are granted the ability to bypass Council decisions without adequate consultation or oversight;

AND WHEREAS the Town of Goderich did not formally request or express a desire to be designated under the Strong Mayors framework;

AND WHEREAS a growing number of municipalities and elected officials across the province of Ontario are questioning the appropriateness of a Strong Mayor system, and are calling for its reconsideration or repeal;

NOW THEREFORE BE IT RESOLVED the Council of the Town of Goderich formally expresses its opposition to the Ontario government's proposal to expand Strong Mayor powers, in order to preserve local democracy, transparency, and accountability;

AND THAT the Council of the Town of Goderich request the Premier of Ontario, and the Minister of Municipal Affairs and Housing immediately remove the Town of Goderich from the list of municipalities designated under Strong Mayors legislation;

AND THAT the Town of Goderich encourages advocacy for democratic principles and for municipal governance systems that prioritize collaboration, inclusivity, and democratic engagement;

FURTHER BE IT RESOLVED THAT a copy of this motion be forwarded to The Honourable Doug Ford, Premier of Ontario, The Honourable Rob Flack, Minister of Municipal Affairs and Housing, and MPP for Elgin-Middlesex-London, The Honourable Lisa Thompson, Minister of Rural Affairs, and MPP for Huron-Bruce, all Ontario municipalities, as well as the Association of Municipalities of Ontario (AMO), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) for their awareness and support.

2) That Goderich Town Council further direct the Mayor work with the Chief Administrative Officer and Town Solicitor to research available options to delegate Strong Mayor authority should it come into effect May 1, 2025.

Report Summary:

On April 9, 2025, the Minister of Municipal Affairs and Housing announced the expansion of Strong Mayor powers to 169 additional municipalities, including the Town of Goderich.

Background and Analysis:

On April 9, 2025, the Ontario Ministry of Municipal Affairs and Housing announced a significant expansion of Strong Mayor powers to 169 additional municipalities, including the Town of

Goderich (see attached Minister's Letter). The proposed amendments to [O.Reg. 530/22](#) – Strong Mayor Powers, is to come into effect on May 1, 2025, with the government's expectation that the Mayor will make use of these powers in a similar way, supporting provincial priorities that will help the Province and communities grow; supporting the construction of new homes, economic development and building infrastructure that supports community growth, including housing-enabling infrastructure like water and wastewater infrastructure, as well as roads, highways, transit and more.

The Strong Mayor legislation would enable the Mayor to:

- Appoint the municipality's Chief Administrative Officer
- Hire certain municipal department heads and establish and re-organize departments
- Creating committees of Council, assigning their functions and appointing chairs and vice-chairs of committees of Council;
- Propose the municipal budget, which would be subject to Council amendments and a separate head of Council veto and Council override process;
- Propose certain municipal by-law if the Mayor is of the opinion that the proposed by-law could potentially advance a provincial priority identified in regulation. Council can pass these by-laws if more than one-third of all Council members vote in favour.
- Veto certain by-laws if the head of Council is of the opinion that all or part of the by-law could potentially interfere with a provincial priority;
- Bring forward matters for Council consideration if the head of Council is of the opinion that considering the matter could potentially advance a provincial priority.

The expansion of powers builds on the initial introduction of Strong Mayor powers for Toronto and Ottawa in 2022, which has since been gradually rolled out across the province. Currently, there are 47 municipalities who have received these enhanced executive authority powers to support and deliver shared provincial-municipal priorities to assist in 'cutting red tape'. Attached is a more detailed copy of the Province of Ontario's Strong Mayor Power and Duties.

In discussion with the Mayor and Deputy Mayor, I propose Council adopt the Opposition to Proposed Amendments to O.Reg. 530/22 - Expand Strong Mayor Powers motion outlined in the Recommendation section of this report and further direct the Mayor work with the Chief Administrative Officer and Town Solicitor to research available options to delegate Strong Mayor authority should it come into effect May 1, 2025.

Linkage:

N/A

Financial Impacts and/or Source of Funding:

No costs or revenue associated with this report.

Consulted With:

Greg Stewart, Town Solicitor

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Ministry of
Municipal Affairs
and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

Ministère des
Affaires municipales
et du Logement

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



RECEIVED
APR 09 2025

234-2025-1568

April 9, 2025

Dear Head of Council:

To further support municipalities in delivering much-needed housing and other provincial priorities, I am pleased to inform you that our government intends to expand strong mayor powers to your municipality.

Following previous expansions, we have seen strong mayors put these transformative powers into action to support growth, from proposing budgets to setting up organizational structures to proposing by-laws to help advance provincial priorities such as building more homes and constructing and maintaining infrastructure to support housing.

Our government's expectation is that you will make use of these powers in a similar way, supporting provincial priorities that will help our province and our communities grow. These priorities include supporting the construction of new homes, economic development and building infrastructure that supports community growth, including housing-enabling infrastructure like water and wastewater infrastructure, as well as roads, highways, transit and more.

Heads of council in strong mayor municipalities can:

- Choose to appoint the municipality's chief administrative officer.
- Hire certain municipal department heads, and establish and re-organize departments.
- Create committees of council, assign their functions and appoint the Chairs and Vice-Chairs of committees of council.
- Propose the municipal budget, which would be subject to council amendments and a separate mayoral veto and council override process.
- Veto certain by-laws if they are of the opinion that all or part of the by-law could potentially interfere with a provincial priority, such as housing, transit and infrastructure.
- Bring forward matters for council consideration if they are of the opinion that considering the matter could potentially advance a provincial priority.
- Propose certain municipal by-laws if they are of the opinion that the proposed by-law could potentially advance a provincial priority. Council can pass these by-laws if more than one-third of council members vote in favour.

.../2

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at 437-996-2487 or tanner.zelenko@ontario.ca.

Please accept my best wishes.

Sincerely,



Hon. Rob Flack
Minister of Municipal Affairs and Housing

c: Robert Dodd, Chief of Staff
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal and Housing Operations
Division
Municipal Clerk and Chief Administrative Officer

[Home](#) > [About AMCTO](#) > [News & Announcements](#)
> [Advocacy Update: Expansion of Strong Mayor Powers](#)

Advocacy Update: Expansion of Strong Mayor Powers

Date Published: April 9, 2025

Today the Ontario Government **announced that it will be expanding strong mayor powers** to the heads of council of an **additional 169 municipalities** effective May 1, 2025. This represents single and lower tier municipalities with municipal councils of six members or more.

This change will be made through a regulatory amendment to O. Reg. 530/22 which is **available for comment** until April 16. Unlike previous expansions of the regulation, it does not appear that municipalities will be required to commit to a housing pledge in order to be granted the powers.

While the government continues to justify the expansion of strong mayor powers as a tool to build housing, there is no evidence to suggest this legislation has any impact on the number of housing starts in municipalities that have been granted the powers.

Alternatively, **our research** indicates that strong mayor powers have

strong mayor legislation, calling specifically for the removal of the authority of heads of council to directly hire or terminate any municipal staff, including the CAO.

We know that this announcement represents additional administrative and operational burden for our members. Our policy and advocacy team will be continuing to monitor the expansion of this legislation and its impacts on affected municipalities and staff across the province. As an Association, we are committed to providing support to you, our members, and those municipal staff who may be affected. Please stay tuned for further information to come.

For more information or questions, please **contact our advocacy team**.

Municipal Governance Backgrounder

Backgrounder • August 17, 2023

The following backgrounder provides more detailed information on **Municipal Governance**:

AMO Position

- Local governments are a cornerstone of our democratic system: strong, effective and close to the people.
- The collaborative nature of municipal government has long been a strength of our system.
- While AMO has concerns with some “strong-mayor” powers – namely those that impact majority rule and public administration – these tools can help municipalities to meet priorities, such as housing. Municipalities can be counted on to exercise these powers responsibly.
- Strengthening municipal codes of conduct will enhance local government integrity and public respect.

Overview

Strong Mayor

- The Government of Ontario has made significant changes to the municipal government framework, powers and processes in the last few years.
- The special powers and duties for heads of council are voluntary and subject to certain exceptions. They include powers such as:
 - Creating council committees and appointing chairs and vice-chairs
 - Hiring and firing the CAO

- Hiring the heads of certain departments and reorganizing administrative structures
- Proposing the municipal budget for council approval, with veto powers that require a 2/3 council vote to override
- Vetoing certain by-laws that the head of council believes may interfere with provincial priorities
- Bringing forward items for council consideration that could advance a provincial priority
- In some circumstances, these powers can be a helpful tool to support progress on priorities such as increasing housing supply.
- AMO has highlighted concerns with two elements of the strong-mayor framework:
 - Majority Rule: Changes to the Municipal Act that enable mayors to make law with the support of just one third of Council runs counter to fundamental democratic principles.
 - Public Administration: Powers that enable the head of Council to hire and fire the heads of departments and reorganize municipal administration are at odds with good corporate governance practice.
- These elements are now law, and municipalities can be counted on to use these powers responsibly and in the public interest.

Municipal Codes of Conduct

- All Ontarians expect to work in a safe and respectful environment. Municipal Codes of Conduct are important tools to regulate the respectful behaviour that all council members agree to when they take office
- Municipal governments have limited ability to enforce these Codes in line with members' and the public's expectations.
- AMO has called on the government to table and pass legislation that reflects the following recommendations:
 - Codes of Conduct should be updated to include workplace safety and harassment policies.
 - Codes of Conduct should have an escalating enforcement mechanism through administrative monetary penalties that recognize local circumstances.
 - Integrity Commissioners should have better, standardized training to improve consistency of decisions across the province.
 - In the most egregious cases, such as harassment or assault, municipalities should be able to apply to a judge to remove a sitting member, if recommended by an Integrity Commissioner.
 - A member removed under this process should be unable to sit in another election during the term of office removed and the subsequent term.

Key facts

- Strong-mayor powers were extended to 28 of Ontario's fastest growing communities in July 2023.
- More than 80 municipalities and other municipal organizations, such as the Ontario Big City Mayors, have supported AMO's recommended changes to enhance Municipal Codes of Conduct.

Other resources and reports

- [AMO's Advocacy on Codes of Conduct](#)
- [AMO's Comment on the Expansion of Strong Mayor Powers](#)
- [Ontario Announces Expansion of Strong Mayor Powers](#)

For more information, contact: Brian Lambie, AMO Media Contact, 416-729-5425, lambie@redbrick.ca

Contact:

Brian Lambie

AMO Media Contact

lambie@redbrick.ca

T 416.729.5425

Share this article:

Related Content

Previous (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/9-fiscal-context>)

Next (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/11-land-use-planning>)

10. Strong mayor powers and duties

Overview

In some municipalities, the head of council has additional powers and duties, known as strong mayor powers and duties. This section of the guide outlines differences in the role of head of council and the municipal council, the municipal budget process, accountability and transparency rules for the head of council, and the rules for filling a vacant head of council seat in these municipalities where strong mayor rules apply.

These additional strong mayor powers and duties apply to the head of council in any designated municipality, regardless of whether they are called “mayor” or another term, such as “warden”.

Designated municipalities

Additional strong mayor powers and duties for the head of council apply only to designated municipalities. A designated municipality includes a municipality designated under this regulation (<https://www.ontario.ca/laws/regulation/220530>) and the City of Toronto.

Provincial priorities

Some strong mayor powers are related to provincial priorities that are identified in the following regulation (<https://www.ontario.ca/laws/regulation/220580>) . Provincial priorities include the following:

- building 1.5 million new homes by December 31, 2031
- constructing and maintaining infrastructure to support housing, including:
 - transit
 - roads
 - utilities
 - servicing

Powers and duties for the head of council and council in strong mayor municipalities

Appoint a chief administrative officer

The head of council can choose to appoint their municipality's chief administrative officer.

Hire municipal division heads and change organizational structure

The head of council can hire certain municipal division heads — excluding statutory positions. Positions that are excluded from this power include:

- the clerk or deputy clerk
- a treasurer or deputy treasurer
- an Integrity Commissioner
- an Ombudsman
- an Auditor General

- a registrar, as described in section 223.11 (<https://www.ontario.ca/laws/statute/01m25#BK263>) of the Act
- a chief building official, as defined in the *Building Code Act, 1992* (<https://www.ontario.ca/laws/statute/92b23>)
- a chief of police, as defined in the *Police Services Act* (<https://www.ontario.ca/laws/statute/90p15>)
- a fire chief, as defined in the *Fire Protection and Prevention Act, 1997* (<https://www.ontario.ca/laws/statute/97f04>)
- a medical officer of health, as defined in the *Health Protection and Promotion Act* (<https://www.ontario.ca/laws/statute/90h07>) .
- other officers or heads of divisions required to be appointed under *the Municipal Act, 2001* (<https://www.ontario.ca/laws/statute/01m25>) , the *City of Toronto Act, 2006* (<https://www.ontario.ca/laws/statute/06c11>) , or any other Act
- any other persons identified in regulation (<https://www.ontario.ca/laws/regulation/r22530>)

The head of council can also choose to create and re-organize the structure of the municipality.

When making any changes to the organizational structure of the municipality, the head of council and municipality are subject to legal requirements including any terms in existing collective agreements or contracts that may apply.

Create, assign functions and appoint chairs of committees

The head of council can create new committees of council made under the *Municipal Act, 2001* (<https://www.ontario.ca/laws/statute/01m25>) and *City of Toronto Act, 2006* (<https://www.ontario.ca/laws/statute/06c11>) , where all members are council members, and assign their functions. The head of council is also able to appoint the chairs and vice-chairs of such committees of council.

Bring forward matters for council consideration related to provincial priority

The head of council can bring forward matters for council consideration if they are of the opinion that considering the matter could potentially advance a provincial priority in this regulation (<https://www.ontario.ca/laws/regulation/220580>) .

When bringing forward such a matter for council consideration, the head of council should consider whether any rules with respect to notice and public consultation apply to the exercise of a particular municipal authority.

By-law power related to provincial priorities

The head of council can propose certain municipal by-laws if they are of the opinion that the proposed by-law could potentially advance a prescribed provincial priority in this regulation (<https://www.ontario.ca/laws/regulation/220580>) . When using this power, the head of council can only propose by-laws made under:

- the *Municipal Act, 2001* (<https://www.ontario.ca/laws/statute/01m25>)
- the *City of Toronto Act, 2006* (<https://www.ontario.ca/laws/statute/06c11>)
- the *Planning Act* (<https://www.ontario.ca/laws/statute/90p13>)
- section 2 of the *Development Charges Act* (<https://www.ontario.ca/laws/statute/97d27>)

When proposing the by-law, the head of council must provide a copy of the proposed by-law and their reasons for the proposal to the clerk and each member of council. The head of council can require council to consider and vote on the proposed by-law at a meeting (despite any rules in a local procedure by-law). By-laws proposed by the head of council using this power are passed if more than one-third of all council members vote in favour of the by-law. The head of council is also able to vote on passing the by-law.

Note: municipal procedure by-laws and by-laws related to filling a vacancy on council are excluded from this power. There is also a separate process related to proposing the municipal budget. Read “Municipal budget process” in this section for more information.

Veto power and council override

The head of council can choose to veto certain by-laws if they are of the opinion that all or part of the by-law could potentially interfere with a provincial priority in this regulation (<https://www.ontario.ca/laws/regulation/220580>) . Only by-laws approved by council made under the *Municipal Act, 2001*

(<https://www.ontario.ca/laws/statute/01m25>) , the *City of Toronto Act, 2006*

(<https://www.ontario.ca/laws/statute/06c11>) , the *Planning Act*

(<https://www.ontario.ca/laws/statute/90p13>) , and section 2 of the *Development Charges Act* (<https://www.ontario.ca/laws/statute/97d27>) may be vetoed by the head of council.

Note: there is a separate veto process related to the municipal budget. Read “Municipal budget process” in this section for more information.

It is up to the head of council to determine if they will consider vetoing a by-law, regardless of whether they attend a council meeting.

The head of council must provide written notice to council of their intent to consider vetoing the by-law on or before two days after council voted in favour of the by-law.

Note: municipalities may wish to work with their head of council to develop local practices and procedures that could shorten the two-day period before by-laws are deemed to be passed. For example, heads of council may wish to explore providing written approval of certain by-laws the day council votes in favour of the by-law, in order to facilitate faster passage.

If the head of council decides to use their veto within 14 days after the day council voted in favour of the by-law, the head of council must provide a written veto document (which includes the veto and reasons for the veto) to the clerk on the day they use the veto power. The clerk must then share the written document with each member of council by the next business day and also make the written document available to the public.

Council override

If the head of council uses their veto power, council then has the ability to override the veto. Within 21 days after the clerk provides the written veto document to the members of council, council may override the veto if two-thirds of all council members vote to override the veto. During this process, the head of council remains as a member of council for council decision-making with one vote.

Direct staff

The head of council can direct staff to do certain things related to their additional powers and duties. Direction from the head of council to staff under this authority must be provided in writing. For example, the head of council could direct staff to

undertake research and provide advice on policies and programs or to implement any decisions related to their additional powers and duties.

For more information on written documentation requirements for the head of council, please see Accountability and transparency rules for head of council in this section.

For more information about these powers and duties for the head of council, see the legislation and in particular, the following sections:

- 284.3 (<https://www.ontario.ca/laws/statute/01m25#BK361>)
- 284.5 (<https://www.ontario.ca/laws/statute/01m25#BK363>)
- 284.6 (<https://www.ontario.ca/laws/statute/01m25#BK364>)
- 284.8 (<https://www.ontario.ca/laws/statute/01m25#BK366>)
- 284.10 (<https://www.ontario.ca/laws/statute/01m25#BK368>)
- 284.11 (<https://www.ontario.ca/laws/statute/01m25#BK369>)
- 284.16 (<https://www.ontario.ca/laws/statute/01m25#BK374>)

Delegating certain powers

The head of council may delegate certain strong mayor powers to council. These include the following:

- appointing a chief administrative officer
- creating, assigning functions and appointing chairs of committees of council

The head of council may also delegate certain strong mayor powers to either council or the municipality's chief administrative officer (if one is appointed). These include the following:

- hiring certain municipal division heads
- changing the organizational structure of a municipality

Municipal budget process

Municipal budgets help define priorities for service delivery and projects each year. The budget process for designated municipalities is outlined in this regulation (<https://www.ontario.ca/laws/regulation/r22530>) . It is a local responsibility to determine the scope of a head of council's powers and how they apply in the municipality's particular circumstances.

Annual budget process

The head of council is required to propose the budget for the municipality each year by February 1. The head of council must share the proposed budget with each member of council and the municipal clerk, and make it available to the public. If the head of council does not propose the budget by February 1, council must prepare and adopt the budget.

After receiving the proposed budget from the head of council, council can amend the proposed budget by passing a resolution within a 30-day review period. The head of council then has 10 days from the end of the council review period to veto any council amendment. To veto a council amendment, the head of council must provide written documentation of the veto and rationale to each member of council and the municipal clerk on the day of the veto. Within a 15-day period after the head of council's veto period, council may override the head of council's veto of a council amendment if two-thirds of all council members vote to override the veto.

There are mechanisms in place to enable council and the head of council to shorten their respective review, veto and override periods. For example, council could pass a resolution to shorten their review and override period, and the head of council could provide written documentation to members of council and the municipal clerk to shorten the veto period.

At the end of this process, the resulting budget is adopted by the municipality.

As part of the strong mayor budget process, heads of council and municipal councils may wish to consider a multi-year vision focusing on achieving longer term plans.

The head of council is also able to initiate and prepare in-year budget amendments to raise additional amounts from property tax. The head of council may propose the budget amendment by sharing the proposed budget amendment with each member of council and the municipal clerk, and making it available to the public.

After receiving the proposed budget amendment from the head of council, council can amend the proposed budget amendment by passing a resolution within a 21-day review period. The head of council then has 5 days from the end of the council review period to veto any council amendment. To veto a council amendment, the head of council must provide written documentation of the veto and rationale to each member of council and the municipal clerk on the day of the veto. Within a 10-day period after the head of council's veto period, council may override the head of council's veto of a council amendment to the proposed budget amendment if two-thirds of all council members vote to override the veto.

There are mechanisms in place to enable council and the head of council to shorten their respective review, veto and override periods. For example, council could pass a resolution to shorten their review and override period, and the head of council could provide written documentation to members of council and the municipal clerk to shorten the veto period.

At the end of this process, the resulting budget amendment is adopted by the municipality.

Accountability and transparency rules for head of council

Section 2 of the guide outlines the legislated accountability and transparency framework (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/2-accountability-and-transparency>) for all members of council in Ontario, including the head of council. In municipalities with strong mayor powers, the head of council is also subject to additional rules.

For example, when the head of council uses any of these additional powers or duties, they are required to provide written documentation to the municipal clerk and

members of council by the next business day. They must also make this written documentation available to the public. It is up to the municipality to work with their head of council to establish a process for making this documentation available to the public. For example, a municipality may wish to consider creating an online repository for written documentation.

Note: there are separate written documentation requirements for the head of council when using the veto power and by-law power related to provincial priorities, and for the municipal budget process.

Additionally, when a head of council directs municipal staff to do certain things related to these additional strong mayor powers and duties, they must do so in writing and are required to provide written documentation to the municipal clerk and chief administrative officer (if one is appointed) by the next business day.

Municipalities and the head of council may wish to work together to determine a local process for sharing written documentation that considers general accountability and transparency requirements, as well as confidentiality requirements.

The head of council is also subject to rules in the *Municipal Conflict of Interest Act* (<https://www.ontario.ca/laws/statute/90m50>) that limit the use of their strong mayor powers or duties when they have certain pecuniary (financial) interests in a municipal matter. If the head of council is prohibited from preparing aspects of the budget due to a financial interest, the council can pass a resolution to amend the budget to address the matter. The head of council cannot veto these amendments. See the Accountability and Transparency (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/2-accountability-and-transparency#section-4>) section of this guide for more information on *Municipal Conflict of Interest Act* matters.

Filling a vacant head of council seat

At times, a head of council's seat may become vacant. Municipalities that have strong mayor powers are required to fill the head of council's seat through a by-election (see section 284.12 (<https://www.ontario.ca/laws/statute/01m25#BK370>) of the Act).

Note: in the event of a dual vacancy where a lower-tier head of council also sits as a member on the upper-tier council, the lower-tier municipality (not the upper-tier) is required to fill the vacancy (see section 263(2) (<https://www.ontario.ca/laws/statute/01m25#BK333>) of the Act).

A vacant head of council seat must be declared vacant at the next council meeting after the seat becomes vacant (except in situations where the vacancy is due to death of the head of council).

The rules for municipal by-elections would apply. For example, after declaring the vacancy, council has 60 days to pass a subsequent by-law to initiate the by-election. Nominations can be filed once the by-law has been passed. Municipalities continue to have flexibility within these timelines. For example, they could wait the full 60 days to pass the by-law if municipal staff need time to plan and prepare for the by-election.

Additionally, a municipality is not required to fill the position if a head of council's seat becomes vacant within 90 days before voting day in the year of a regular election.

If a head of council's seat becomes vacant after March 31 in the year of a regular municipal election, the municipality is required to appoint a head of council. This appointed head of council would not have these additional powers and duties outlined in this section of the guide.

These rules are specific to the head of council and do not impact the flexibility designated municipalities have in deciding how to fill other vacant council seats (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/6-changes-council-composition#section-1>) .

Strong mayor powers and duties do not transfer to an interim or acting head of council. Once a new head of council has been elected pursuant to a by-election, that person will be the head of council and will be able to exercise the strong mayor powers and duties. The head of council may choose to delegate certain strong mayor powers. If the head of council chooses to delegate certain powers, these powers can still be exercised by the individual(s) to whom the powers were delegated to, in the event that head of council's seat becomes vacant.

- Be aware of the legal framework within which your municipality must operate and whether your municipality is a designated municipality.
- Familiarize yourself with all of the following:
 - the provincial priorities as the use of certain strong mayor powers is related to them.
 - the roles of the head of council and council in a designated municipality.
 - the municipality's policies and procedures (for example, procedure by-law, council-staff relations policy) and consider whether updates are necessary.
 - the *Municipal Conflict of Interest Act*, which sets out a primary set of ethical rules for council and local board members regarding pecuniary (financial) conflicts of interest.
- If you are the head of council of a designated municipality:
 - you must follow all legal requirements when exercising your strong mayor powers and duties.
 - it is your duty to prepare and propose the municipal budget by February 1 (if you do not, council must prepare and adopt the budget).
 - you should consider whether to delegate certain strong mayor powers that could continue to be exercised when you are away.
- The council of a designated municipality may override a head of council veto by a two-thirds vote or approve certain by-laws proposed by the head of council by a more than one-third vote. These thresholds refer to all council members of the municipality, regardless of their presence at the council meeting or if they are on a leave of absence.

Next (<https://www.ontario.ca/document/ontario-municipal-councillors-guide/11-land-use-planning>)

Updated: November 23, 2023

Published: July 07, 2023

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Andrea Fisher, Director of Legislative Services/Clerk
Meeting Date: April 28, 2025
Subject: Alternative Voting Methods – 2026 Municipal and School Board Election
Attachment(s): 1) AMCTO Modernizing the Municipal Elections Act for the 21st Century

Recommendation:

That Goderich Town Council receives this report for information;

And That Council authorizes the use of internet and telephone-based voting for the 2026 Municipal and School Board Election;

And That a By-Law be brought forward at a future meeting for consideration;

And That Council authorizes staff to proceed in a Joint Municipal Request for Proposal (RFP) process with lower-tier Huron County municipalities for election service providers to submit a joint proposal to provide a telephone and internet-based voting system for the 2026 Municipal and School Board Election.

Background and Analysis:

The next Municipal and School Board Election will take place on October 26, 2026. The *Municipal Elections Act* (“MEA”) provides Municipal Clerks the authority to establish policies and procedures that apply to how the municipal election is conducted in their jurisdiction.

All lower tier municipalities in the County of Huron chose to implement telephone and internet voting for the 2018 and 2022 Municipal Elections. All lower tier municipalities in the past have utilized the same telephone and internet voting solution (Simply Voting) and election management system (Datafix). The services were procured through a joint RFP, developed and issued by the Huron County Election Working Group, and approved by each of the respective Councils. This approach has served to eliminate voter confusion and provides the benefit of group procurement.

The Town of Goderich used internet and telephone voting for the 2018 and 2022 election and allowed for increased consistency in vote counting over a manual counting process and supported the reporting of unofficial election results on Election Night. Internet voting modernizes the election experience for voters and offers a convenient, accessible and secure way to cast a vote without the need to attend a physical voting location and inherently offers flexible voting times – you can vote anywhere, anytime. Electors receive a Voters Information

Letter in the mail providing the date of the voting period, voting website and their personal, unique voting PIN to cast their ballot, along with a telephone number to call, in order to choose their method to cast their vote. Opportunities are available to confirm selections at each race, and the review and confirmation of all selections before casting votes. Once the vote has been cast, individuals receive confirmation and are no longer able to use their PIN to re-enter the system. The same principles are applied with telephone voting.

Internet voting offers benefits such as the integration of accessible technology and enables the voter to identify errors in the ballot selections prior to casting a ballot. This voting method also allows for automated election processes like online ballot processing, striking names off the voters list, and an effective and rapid count of the votes at the close of voting. For those that still like to “vote in person” during the voting period the Town of Goderich in the past has provided, during the voting period, the use of telephones and laptops for voters to electronically cast their vote, this was also provided on Election Day. It is a similar set-up to in person paper ballots, where the voter goes behind the voting screen and instead of using paper, they use a laptop. Election results are instantaneous and accurate and eliminates the potential for spoiled ballots, as voters are unable to submit a vote that has not been completed correctly. All platforms are designed to take accessibility requirements into consideration, such as specific colours to accommodate those who are colour blind, and clear voice selection for audio prompts. As with the last election, a laptop or similar device, and a telephone will be made available at the municipal office during the voting period, during regular hours for those who are unable to get access to a computer or a telephone to cast their vote, and on Election Day.

In the past there have been challenges using the MPAC provided voters’ list. An updated voters’ list has historically been a challenge; the Municipal Property Assessment Corporation (MPAC) solicits information from property owners prior to municipal elections, however the failure of property owners to update their personal information with MPAC resulted in their name not being on the voters’ list. The number of corrections to the voters’ list made administering internet and telephone voting more difficult and the Clerk’s Department worked with many voters to correct data errors, such as incorrect birthdate, to allow them to vote. As of January 1, 2024, Elections Ontario has taken over responsibility for the Voters’ List, which is anticipated to significantly improve the accuracy of the information on the list.

Statistics between 2014 and 2022

2014 - Vote by Mail - total of 3540 votes cast, 53.14% voter turnout.

2018 – Telephone/Internet Voting – Total of 3,905 votes cast, 61.6% voter turnout

2022 – Telephone/Internet Voting – Total of 3,421 votes cast, 52.2% voter turnout

There are several factors that impact voter turnout including age, weather, political interest, candidate acclamations, etc.

AMCTO Advocacy for Updates to the Municipal Elections Act (MEA)

In April 2024, AMCTO made a submission to the Province with the goal to improve and modernize the MEA and its regulations. A copy of this submission is attached to this report for reference. AMCTO's submission package included recommendations focusing on three themes 1) Strengthening Public Trust and Electoral Integrity 2) Enhancing Accountability and Transparency while Making Compliance and Enforcement Easier and 3) Permissive Legislation that Reduces Administrative Complexity. The Province has not made any amendments to the MEA since 2021.

Huron County Elections Working Group

The Huron County Elections Working Group consists of staff from each lower tier municipality as well as the County who share ideas, experiences, challenges, interpretations and documents to help guide each municipality in meeting the requirements of the MEA. The 2026 Huron County Elections Working Group held its first meeting on January 16, 2025. The group was supportive of continuing with the use of telephone and internet voting for the 2026 Election and issuing a joint RFP for a telephone and internet voting system. If Council approves, the group will collaborate on a joint RFP for an election service provider to provide internet and telephone voting to ensure the best quotes possible for the benefit of all members of the Working Group. The Municipality of Central Huron has agreed to take lead on the joint RFP and receive and open in accordance with their Procurement By-Law. The Working Group will meet to review submissions and presentations. This collaboration across Huron County has been a tremendous resource and will continue to promote the sharing of services when possible while increasing consistency among Huron County municipalities. Voters and candidates will receive similar election information, regardless of which lower tier municipality they live in.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community

Financial Impacts and/or Source of Funding:

Council contributes \$10,000.00 annually towards the Elections Reserve. The estimated budget for the 2026 election is \$38,000 which will be confirmed as part of the 2026 budget process.

Consulted With:

Huron County Elections Working Group

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk



AMCTO
THE MUNICIPAL EXPERTS

**Modernizing the
Municipal Elections Act
for the 21st Century**



Introduction

The *Municipal Elections Act* (MEA) legislates the processes for how local elections operate in Ontario. It provides municipal staff who are also local election administrators with the framework in which to organize and run efficient municipal elections. It provides voters, candidates and third-party advertisers with guidance on qualifications for participating in local democracy. The Act serves as an important tool for local election accountability, ensuring smooth democratic processes for citizens across Ontario, and is key to voter and public trust in local governments.

While public trust has always been [front and centre to democratic processes](#)¹, since the COVID-19 pandemic there has been [commentary, concern and cautions raised](#) about the state of trust in public institutions at all levels of government and the state of the democratic process that empowers those institutions². Applying a continuous improvement mindset to the rules and framework that support local democracy ensures democratic processes are modernized, reflect current circumstances and technology, meet citizen expectations, and continue to be reliable.

As the largest voluntary municipal association in Ontario with members working across the province, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) takes the position that local governments serve as the most transparent level of government with openness and accountability at the core of operations. To continuously improve public trust, a comprehensive review of the MEA is needed in consultation with the sector. By reviewing and re-writing the MEA to reflect today's challenges in bolstering public trust, improving voter turnout, and improving overall election administration; voters, residents, candidates, third parties, interest groups and election administrators can rely on a modern act that is clear and consistent, while ensuring that processes are accountable and transparent.

To keep public trust and improve safeguards, a review should apply a lens considering the ever-changing landscape that impacts election administration. This includes [threats of foreign interference](#)³,

¹ AMCTO. 2015, *Submission on the Municipal Elections Act*. <https://www.amcto.com/sites/default/files/2023-05/AMCTO-MEA-Submission.pdf>

² Bridgman, A., et al. Mis- and Disinformation During the 2021 Canadian Federal Election. Media Ecosystem Observatory. March 2022. https://www.mcgill.ca/maxbellschool/files/maxbellschool/meo_election_2021_report.pdf

³ For instance, Ball, Stewart. "China tried to influence last two federal elections, says report released by CSIS." *Global News*. 31, Jan. 2024. <https://globalnews.ca/news/10264872/canada-china-foreign-interference-elections-csis-report/>



increased spread of misinformation⁴ and the increased use of technologies like artificial intelligence (AI) that presents both [opportunities](#)⁵ and [challenges](#)⁶ for election administration and for supporting candidates and voters in their electoral participation. A fulsome review should also contemplate how to ensure the continued health of our local democracies, something the Association of Municipalities of Ontario (AMO) is looking at currently through their [Healthy Democracy Project](#)⁷.

While we know this is easier said than done and recognize that the legislation contains a patchwork of provisions which attempts to fill in gaps, this approach has made the overall MEA in its current form, more challenging to read, interpret, comply with, and enforce. With the upcoming 2026 municipal elections, municipalities will be planning earnestly early next year, and a focus on renewing the election frameworks has never been timelier.

This submission has been prepared by AMCTO with a goal to improve and modernize the MEA and its regulations. It highlights the need for revisions as conducted on a line-by-line basis and considers how the proposed amendments would impact other acts such as the *Education Act, 1990* and the *Assessment Act, 1990*. Our recommendations focus on outcomes-based solutions across three broad themes:

1. **Strengthening Public Trust and Electoral Integrity**
2. **Enhancing Accountability and Transparency while Making Compliance and Enforcement Easier**
3. **Permissive Legislation that Reduces Administrative Complexity**

Through this submission, we also identify a proposed timeline to assist the Province in planning for continuous improvements to the *Act*. These recommendations are labelled as:

- **Priority:** those we believe must be implemented through legislative updates ahead of 2026
- **Secondary:** those we believe can and should be implemented through legislative updates ahead of 2026
- **Long-term:** those that may require further investigation, analysis, and collaboration between the Province, AMCTO, municipalities, and other affected stakeholders to get right.*

**It should be noted that these are no less important to AMCTO members and we would encourage the Province to initiate work on them as soon as possible.*

This submission is the result of continuous work by our MEA Working Group, ongoing conversations with members, as well as feedback from clerks following the 2022 municipal elections. Through this submission, we hope to inspire the Province to take action in reviewing the MEA and to inform a broader dialogue around local election administration, the importance of openness and accountability in local government.

⁴ For instance, Thompson, Elizabeth. "Disinformation, foreign interference threatening Canada's electoral system, elections watchdog warns." *CBC News*. 22, June 2022. <https://www.cbc.ca/news/politics/canada-elections-watchdog-cote-1.6497875>; Bridgman, A., et al. Mis- and Disinformation During the 2021 Canadian Federal Election. Media Ecosystem Observatory. Mar. 2022. https://www.mcgill.ca/maxbellschool/files/maxbellschool/meo_election_2021_report.pdf

⁵ Deepack P et al. *AI Magazine*. "AI and core electoral processes: Mapping the horizons." V. 44.3 Fall 2023. <https://onlinelibrary.wiley.com/doi/full/10.1002/aaai.12105>

⁶ Leaders. "How worried should you be about AI disrupting elections?" *The Economist*. 31 Aug. 2023. <https://www.economist.com/leaders/2023/08/31/how-artificial-intelligence-will-affect-the-elections-of-2024>

⁷ See <https://www.amo.on.ca/about-us/healthy-democracy-project>





Background

Elections occur in 414 cities, towns, and villages[†] across Ontario to ensure that [2,842](#)⁸ municipal offices and [676](#)⁹ school board trustees are elected through processes that run as efficiently and effectively as possible within the current legislative framework.

While the MEA sets out the rules for local elections, the [Assessment Act, 1990](#) and the [Education Act, 1990](#) also contain provisions impacting local elections; adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario.

*quality assurance testing
compliance audit post-election reporting
staff training committee recruitment
ward boundary candidate support
election monitoring financial statement reviews
representation reviews overseeing prosecutions
new council orientation stakeholder relationships
vendor procurement supply chain management
voters list updates local scouting
volunteer recruitment*

Election administration is a complex endeavour that municipal staff lead and oversee. This includes a multi-year planning and implementation journey that continues up to a year or more past election day. As election administrators, municipal clerks support candidates, third-party advertisers, election workers, and voters by overseeing ballot and technology preparation; coordinating supply chain management and vendor selection;

performing security reviews; preparing election reports; revising voters' lists; overseeing compliance audit committees (CACs); and responding to possible prosecutions. In many Ontario municipalities, this work may be done by one or two people.

Election administrators take pride in executing fair, accountable, transparent, accessible, and reliable local elections and are always looking for ways to continuously improve the delivery of these important services. An updated MEA would allow election administrators to do their jobs more efficiently and effectively while providing needed clarity to local candidates, third-party advertisers, voters and the general public.

To ensure administrators can pivot and implement legislative changes without impacting planning for the 2026 municipal elections, we urge the Province to act swiftly to consult on, then enact the following recommendations and updates to the MEA.

[†] While there are 444 municipalities in Ontario, 414 hold elections. The other municipalities are upper tiers, representatives for which are elected or appointed through lower tiers locally.

⁸ Association of Municipalities of Ontario (AMO). "Analysis of 2022 Municipal Post Election Data", 14 Nov. 2022. <https://www.amo.on.ca/policy/municipal-governance-indigenous-relations/analysis-2022-municipal-post-election-data>

⁹ Ontario Education Services Corporation. "Post Election Data," 1 Nov. 2022. <https://elections.ontarioschooltrustees.org/Resources/pdf/2022Data/Post-Election%20Data%20-%20All%20School%20Boards.pdf>





Overview of the Issues

Strengthening
Public Trust &
Electoral Integrity

As outlined in the introduction, the *MEA* in its current form needs to be comprehensively reviewed in consultation with the sector and re-written. Processes can be streamlined, rules improved, provisions re-ordered, and clarity brought forward to ensure that voters, residents, candidates, third-parties, interest groups and election administrators have a modern act that is clear and consistent, while ensuring that processes are accountable and transparent.

Enhancing
Accountability
& Transparency
while Making
Compliance &
Enforcement
Easier

Some of the top concerns identified by AMCTO members include the current legislation containing a patchwork of amendments, repealed sections, and transitional provisions that are no longer relevant. On top of this, there are other structural issues in the way the Act is laid out, that make it difficult for voters, candidates, and organizations to understand and manage. Often a clause in one section must be read with a clause in another section, or within another act, which makes reading and complying with the rules difficult to do.

Permissive
Legislation
that Reduces
Administrative
Complexity

Another significant issue has been the lack of harmonization of local election rules across the three Acts (*MEA*, *Assessment Act*, *Education Act*) that set out the complex rules for municipal and school board elections. School board trustee candidates and voters must interpret three pieces of legislation to understand their qualifications. Moreover, because school support has two purposes under legislation – election and assessment – outdated legislative requirements make it difficult to match school support to voters which can mean delays at the polling station.

Rules on campaign finance and third-party advertising are also complex and difficult to oversee and enforce. There needs to be a thorough review of both frameworks to streamline rules and introduce mechanisms to make enforcement more efficient. This must include examining enforcement such as the compliance audit process, offences, and penalties.





Recommendations

The *MEA* will be 30 years old when the next scheduled municipal and school board elections take place in October 2026. While there have been a few changes to the *Act* since the last formal review, the current mix of political, environmental, social, technological, and legal factors make this an opportune moment to modernize the *Act*.

A review and re-write of the *Act* should also include a concurrent review of relevant sections of the *Education Act* and *Assessment Act* which contain provisions that add further complexity to the local election picture.

General Recommendations

- 1. Overhaul and update the *Act* to ensure that it is future-proof, addresses current gaps, streamlines rules, and brings added clarity well ahead of the 2030 election.**

While it may not be possible to complete a top-to-bottom re-write and re-design of the *Act* ahead of 2026, AMCTO is calling on the Province to launch consultations and engage our members to begin the process as soon as possible. The goal is to bring forward brand new legislation by 2028 at the latest, ahead of the 2030 municipal elections. The project planning for this endeavour should begin now, informed by discussions with AMCTO, Elections Ontario, the Municipal Property Assessment Corporation (MPAC) and Association of Municipalities of Ontario (AMO).

A new *Act* would breathe new life into local government elections by rebuilding a fulsome statute instead of relying on the current patchwork of fixes that make the legislation more complicated than necessary. A new *Act* would make it easier for voters, candidates, and third-party advertisers to understand, comply with and participate in democratic processes. A review also provides an opportunity to bring innovation to election administration so that Ontario is looked to as a leader in the local democratic process in Canada.



2. Include a legislative requirement to review the Act after every scheduled municipal and school board election year.

While a comprehensive review should ensure the Act does not become quickly outdated, with the pace of technological and societal change, the MEA will continue to need regular review and updating. We are suggesting that the Act be substantially reviewed at least every four years with a specific legislative requirement to do so.

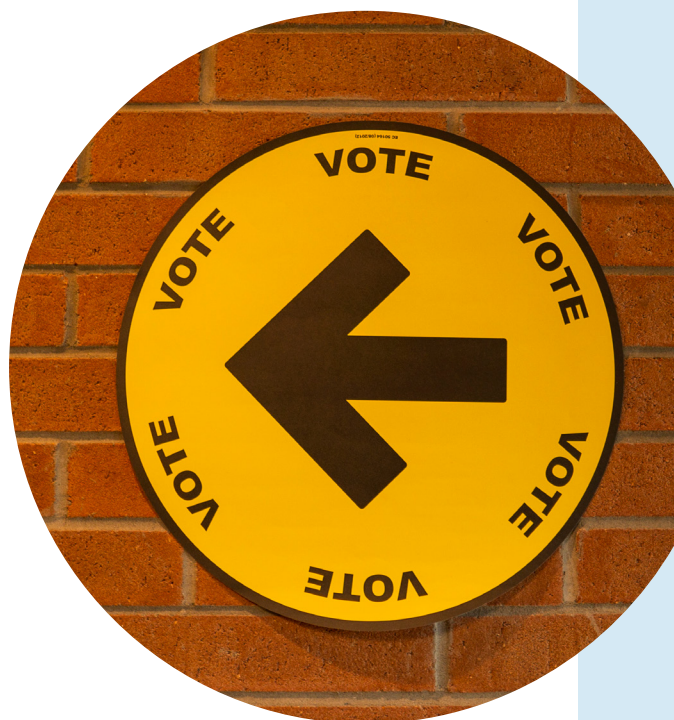
3. Review how the current legislation, regulations, and prescribed forms treat personal information, considering a digital privacy lens.

In the past few years, privacy protection has become increasingly important. With increased vitriol both in-person and in digital public spaces, members of the public, candidates for elected office, and other officials have expressed concern about the protection of personal information. Furthermore, as personal safety concerns have become increasingly alarming, it is essential that steps are taken to protect the privacy of individuals while balancing the need for increased transparency in local elections.

For instance, [several municipalities have passed resolutions](#) calling on the Province to remove requirements to post personal information online including candidate and contributor home addresses¹⁰. Anecdotally, several clerks have noted that they have received requests from those who experienced harassment or violence and consequentially, they do not want their information appearing on the voters' list.

Unlike provincial election legislation, the MEA does not explicitly allow for the redaction of certain information when posting documents online. Section 4.7 of the [Elections Act, 1990](#) gives Elections Ontario, upon request, the authority to redact certain personal information if the Chief Electoral Officer reasonably believes posting the information would endanger the person's life, health, or security. Further, section 4.8 of the *Elections Act* restricts the sharing of names, addresses, and unique identifiers of electors to certain persons.

For municipal election legislation, consider allowing for redaction of personal information or removing the requirement for municipalities to post personal information online while ensuring information is still available to clerks or to any other body to review qualifying addresses for contributions.



¹⁰ See for instance, <https://kitchener.citynews.ca/2023/04/26/region-of-waterloo-asks-province-to-keep-home-addresses-of-local-candidates-donors-private/>

Recommendations to Strengthen Public Trust and Electoral Integrity

Electoral integrity is a core focus of election administration and critical to ensuring public trust. While all recommendations are built on the foundation of electoral integrity, recommendations listed under this theme speak to the need to provide support to electors, residents, and administrators in this endeavour.

Priority Recommendations

- 1. Amend the Act to include a preamble that captures the principles of elections recognized by the court and the intended outcomes of the Act.**

One way to enhance the clarity of the *MEA* is to ensure that the text matches core guiding principles of elections.

As we noted in our [2015 submission](#)¹¹, in *DiBiase v. Vaughan (City)*, 2007, the Honourable Justice Peter Howden of the Ontario Superior Court wrote that in making its finding, the court relied upon the principles articulated in a previous Supreme Court of Canada ruling (*Haig v. Canada*, 1993), specifically that:

- The secrecy and confidentiality of the voting process is paramount;
- The election shall be fair and non-biased;
- The election shall be accessible to the voters;
- The integrity of the voting process shall be maintained throughout the election;
- There is to be certainty that the results of the election reflect the votes cast;
- Voters and candidates shall be treated fairly and consistently; and
- The proper majority vote governs by ensuring that valid votes be counted, and invalid votes be rejected so far as is reasonably possible.

These principles are fundamental to the administration and exercise of elections at all orders of government in Canada. They are in fact, central to the *MEA* itself, and should be embedded in the Act.

- 2. Establish a mechanism that permits the Minister of Municipal Affairs, in consultation with affected communities, to alter municipal and school board election day if it falls on a day of cultural or religious significance.**

The 2022 municipal and school board election day fell during Diwali, an important festival observed by many communities across the province. In future years, it could be the case that election day falls on another culturally or religiously significant festival or event.

While many municipalities provide advance voting opportunities, local elections rely on volunteers as well as municipal staff to support election day activities including running voting locations.

¹¹ See <https://www.amcto.com/sites/default/files/2023-05/AMCTO-MEA-Submission.pdf>



Candidates for office may also be impacted as they may wish to be with family and friends during these special occasions. For residents and staff of the impacted communities it can be a difficult decision to choose between missing personal celebratory commitments or missing an important democratic process. This could be a contributing factor to lower voter turnout and election staffing resources.

Section 9.1 (6) of the [Ontario Election Act, 1990](#)¹² contains a mechanism through which an alternative day can be chosen for provincial elections. A mechanism for selecting an alternative day is needed for local elections, however the selection of a suitable alternate day should not be left to individual clerks as there is a policy imperative that municipal and school board elections must be held on the same day across the province.

Moreover, as clerks need ample time to ensure that they can plan and execute elections, the selection and communication of an alternate date would need to be done well in advance, at least by the January in the year prior to the year of the election, if not earlier.

3. Amend the Act so that, if requested, schools and institutions must allow space for advance polls and voting day free of charge.

To facilitate in-person voting, municipal clerks and their staff require large, central, and accessible locations to host voters on advance voting and election days. Often, the best facilities are local schools. While the MEA allows clerks to use certain buildings, including schools, as voting locations ([section 45\(4\)](#)), health and safety concerns often cited by school administrators make the location selection process less seamless than it should be.

While school boards are required to provide space on election day, clerks often face administrative difficulties in securing these spaces. For example, we have heard from members that some school administrators request that municipalities hire security personnel or may not provide access to facilities such as washrooms, or access to school staff during election day, and some refuse access altogether. This leaves clerks with challenges confirming voting locations and without the enforcement tools to secure these spaces.

Additionally, all electors should have access to voting in multiple locations on all voting days. As per the [definition in section 5 the MEA](#)¹³, “voting day in a regular election is the fourth Monday in October” which does not specifically include advance voting opportunities. For instance, schools can currently say no to advance polls, or can charge a permit fee. The Act should be changed so that schools must allow advance polls if requested, and free of charge.

On election day, institutions like long-term care homes become polling locations for the Province's most vulnerable electors. However, there may be issues with accessing these locations because of outbreaks or other circumstances, which can make casting votes more difficult. Explicitly allowing voting to take place in institutions and schools on advance voting days allows clerks to provide more electors more choice in when and where to cast their ballots.

¹² See the *Election Act*, R.S.O. 1990, c. E.6

¹³ See section 5 in the *Municipal Elections Act*, 1996



4. Require school boards to schedule one of the provincially required Professional Activity (PA) days on municipal and school board election day.

Further to the above, enhancing safe schools on voting day is a priority for everyone. This goal can be achieved by reducing the number of people in schools. To do this, one of the mandatory PA days should fall on election day and while some school boards practice this, there remains inconsistency across the province.

AMCTO previously shared an analysis of locally scheduled PA days that showed that moving PA days every four years to coincide with municipal election days is unlikely to be a significant burden for school boards as there is a pattern of October PA days. School boards should be required to schedule one of the provincially mandated PA days on municipal and school board election day to facilitate the election of their own representatives and so that election administrators can focus on providing safe electoral services.

Ahead of the 2022 municipal elections our Association [made formal requests of school boards](#) to schedule one of the mandatory PA days on election day¹⁴. We also asked that these dates be included every four years as part of the annual school year calendar development.

Following this advocacy push, we were pleased to see an increase in the number of school boards that scheduled a PA day in 2022, with [encouragement from the Ministry of Education](#)¹⁵. However, this remains an issue for future elections, requiring a permanent, reoccurring solution.



Secondary Recommendations

5. Remove the requirement for employees of a municipality or local board to provide notice of their intention to stand for election to council.

There are areas where the rules and guidance within the Act should provide more certainty to candidates and to electors to facilitate their participation in local democracy. Potential candidates for municipal office, who happen to work for a municipality or a local board, should be provided the same, equal opportunity as other candidates who are not required to declare their intentions until they submit their paperwork. Municipal staff are responsible to their employer and so should follow established HR protocols for taking leave. By removing the requirement for municipal employees to provide council with notice of their intention to stand for election, all candidates can be treated fairly.

¹⁴ See AMCTO letter, September 2021, to School Board Directors of Education & Board Chairs re PD Days <https://www.amcto.com/letter-to-school-boards-re-PD-days>

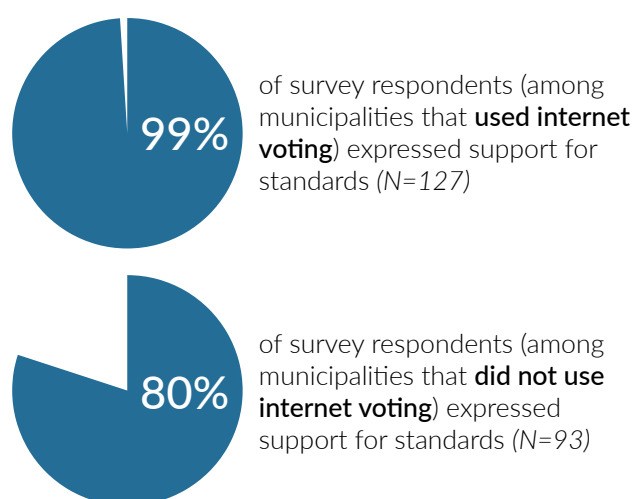
¹⁵ See AMCTO Advocacy Update, September 2022, re Progress on Professional Development (PD) Days on Municipal and School Board Election Day <https://amcto.informz.net/informzdataservice/onlineversion/pub/bWFpbGluZ0luc3RhbmNlSWQ9MTA3NTYwODQ=>



6. Clarify the Act to reflect that a voter's absence from work may be on any day voting is available (i.e. advance voting days).

Like the issue noted above about the definition of voting day in [section 5](#) of the MEA, it should be made explicit that any elector can be absent from work to exercise their right to vote on any day voting is available. The current definition of voting day is limited to election day only and could be read to exclude advance voting days, days that may be more convenient to voters for casting their ballots and participating in the democratic process.

7. In consultation with AMCTO and other municipal stakeholders, consider how the work by the [Digital Governance Standards Institute](#)¹⁶ related to electronic voting may be formalized to support election administration in Ontario.



Survey data collected through AMCTO's 2022 Post-Election Survey

Work is already underway to develop voluntary standards on [voting technology](#)¹⁷ and [electronic voting](#)¹⁸. Municipal professionals from across Ontario have engaged with the committee undertaking this work. With an increasing number of municipalities considering e-voting methods for ease of meeting voters 'where they are', there should be a provincial interest in adopting voting standards.

Overwhelmingly, respondents to our 2022 Post-Election Survey support internet voting standards. The responses also suggest more municipalities would consider this method of voting if there were standards in place. The right training and supports would need to be

What our Members are Saying:

"Standards would ensure consistency in format, security, etc. across vendors."

"[Voting standards] would ensure a province-wide standard for security and operational experience."

"There are standards set out for paper voting in the MEA. There should also be a standard for electronic voting as it is now left to the municipality and vendors. It may provide further confidence in these systems."

¹⁶ See <https://dgc-cgn.org/>

¹⁷ See <https://dgc-cgn.org/standards/find-a-standard/voting-technologies/>

¹⁸ See <https://dgc-cgn.org/can-dgsi-111-public-review-for-online-voting-standard-now-open/>



in place to ensure that municipalities, vendors, and other interested parties fully understand the standards and their responsibilities.

Moreover, decisions about voting methods should always be left to the municipality to decide. Whereas online voting may be beneficial in some regions of the province, it may not be the best method for others given costs, technological support and access to broadband.

Ultimately, voting standards would empower municipalities to select the best voting method(s) for them and their communities. Consider how these standards may be formalized to support election administration in Ontario.

Long-Term Recommendations

- 8. Establish a working group with AMCTO and other municipal stakeholders to inform the development of a regulation for electoral definitions of “tenant”, “spouse of a non-resident” and “occupancy”.**

Municipal elections have unique eligibility rules tied to property and tenancy status that make these terms important and unique. The current definitions provided in the Act are not sufficiently clear, and create potential confusion for electors, candidates, and administrators. We raised this [concern in 2015](#)¹⁹ and legislative changes in [2016](#)²⁰ brought forward regulation-making authority to consider a definition of tenant for electoral purposes. However, regulations are not yet in place.

The lack of definition about occupancy, control, possession and tenancy remains a significant gap municipal clerks must deal with related to voter qualification with many claiming to be eligible based on a lease of “properties” such as parking spots, sheds on land, as well as various seasonal properties such as RV parks and leased cottages. Providing a clearer definition of “occupancy”, “control”, “possession”, “tenancy”, and “spouse of a non-resident” is important to all municipalities, but more so in communities where qualifications based on residency and property are muddled such as in cottage country and rural Ontario. There are unique eligibility rules at the municipal level that make clear terminology important.

¹⁹ See <https://www.amcto.com/sites/default/files/2023-05/AMCTO-MEA-Submission.pdf>

²⁰ See <https://www.ola.org/en/legislative-business/bills/parliament-41/session-1/bill-181/debates>



For example, Wollaston Township experienced issues with lack of clarity on qualifications and in 2020 called for the Province to close loopholes on property qualifications and leases in what they called “pay for play schemes”²¹. The resulting council resolution received support from several other municipalities.

Providing this clarification for electoral purposes will help clerks ensure that tenants entitled to vote can do so, and those who believe they may be entitled to vote (but are not under law) can obtain needed clarity. Our Association can be a willing partner to assist in developing these regulations.

Recommendations to Enhance Accountability and Transparency While Making Compliance and Enforcement Easier

This section contains recommendations that speak to fairness, accountability, transparency, and key principles to ensuring the integrity of elections. This section contemplates making compliance with electoral rules easier to follow for candidates and where these rules are deliberately broken, suggests recommendations that allow efficient enforcement of remedies and penalties. As the local “Chief Electoral Officer”, the clerk should have the authority to make decisions about administrative and operational matters. This will ensure that there is no real or apparent conflict for council members who may be standing for election while making decisions about the electoral process. This may also help to improve overall municipal staff-council relations.

Priority Recommendations

1. Remove the 25-signature endorsement requirement.

Everyone has the right to stand as a candidate for election if they meet the qualifications set out in the relevant Acts. However, particularly in larger urban municipalities, candidates often run for office without any intention of campaigning, without setting out policy proposals, or legitimately participating in the democratic process.

The [original intent behind this provision](#) of obtaining a 25-signature endorsement was to try to reduce frivolous candidates from ending up on the ballot which could result in split votes²². Ultimately, requirements for 25 signatures in medium and large municipalities have not addressed this issue as signatures are easy to collect with a declaration that signees are eligible electors. This does not dissuade people from launching non-serious campaigns and adds an administrative burden for election administrators who must review and attempt to check required information on candidate forms and eligibility.

²¹ Wollaston Township. Letter to Minister of Municipal Affairs and Housing with Council Resolution. Dated September 16, 2020.

²² Ontario. Legislative Assembly, *Hansard*, 41st Leg, 1st Sess, No 158 (11, April 2016) at 1440. <https://www.ola.org/en/legislative-business/house-documents/parliament-41/session-1/2016-04-11/hansard#para577:~:text=Some%20people%20have,than%20100%20votes.>



2. Investigate incentives to support genuine candidacy while addressing frivolous campaigns, including the nomination filing fee refund.

Instead of the 25-signature requirement, the Province should look at other ways to support serious candidates while disincentivizing non-serious candidates. The current process of refunding anyone who files a financial statement is ineffective at dissuading frivolous candidates and there may be better mechanisms to ensure compliance with campaign finance rules.

Potential areas to explore are nomination fee refund eligibility to candidates who receive a certain vote share or removing the right to receive a refund of the nomination filing fee if the financial statement is not filed on time. Consideration should be given to whether certain rules favour incumbents as opposed to their challengers. Overall, there must be a balance between supporting genuine candidacy, reducing administrative burden, and applying penalties to those who deliberately skirt electoral rules.

3. Amend the Act so that no candidate shall accept a contribution over \$1,200 from a single resident.

While we recommend reviewing the campaign finance framework in its entirety (see long-term recommendations in this section), the Province should immediately review the Act to identify and close loopholes in campaign finance rules.

For example, [subsection 88.9](#)²³ prohibits individuals from contributing over \$1,200 to a single candidate, however there is no complementary provision that explicitly prohibits a candidate from accepting such a contribution. Contributors are not necessarily familiar with the Act in the same way candidates are, and with the Act in its current form, the rules around contributions are not easy for residents to understand.

4. Clarify that any resident of Ontario may submit a compliance audit application, consistent with contribution rules.

There is confusion among candidates and the public about who can submit a compliance audit application. Currently, [subsection 88.33](#)²⁴ states that an elector who is entitled to vote may make an application, but it is not clear whether an elector must reside in the municipality in which they are making an application. This has been [raised and challenged most recently](#)²⁵ in the Ontario Superior Court of Justice, where an Oakville candidate appealed an elector's request for an audit of their finances, stating that the elector resides in a different ward than them, and is therefore ineligible to file a compliance audit request.

As contributions are open to residents of Ontario (i.e. not limited to electors), there should be a mechanism by which electors as residents of Ontario may seek remedy from the compliance

²³ See ss.88.9 in the *Municipal Elections Act, 1996*

²⁴ See ss.88.33 in the *Municipal Elections Act, 1996*

²⁵ See <https://www.oakvillenews.org/local-news/ward-7-councillor-nav-nanda-appeals-decision-to-audit-her-campaign-finances-8482086>



audit process regardless of where they reside. If applications are not frivolous and vexatious, any resident of Ontario with the means of seeing through an application should be able to bring one forward to ensure the integrity of the electoral process.

5. Consider setting one 90-day period for compliance audit applications for initial and supplementary financial statements to simplify the process.

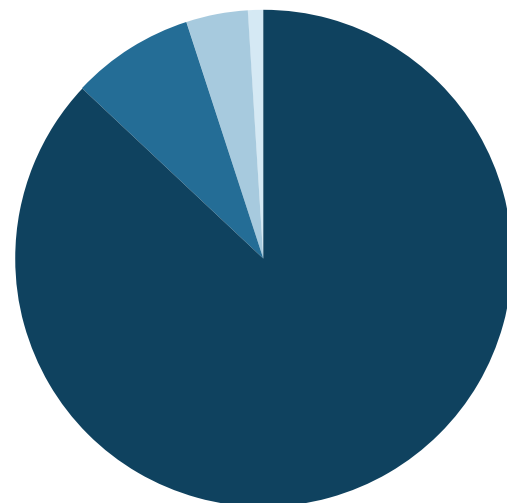
The current structure creates many overlapping deadlines which is challenging to communicate to electors, the public, and for municipalities and school boards to track. This becomes more challenging in larger municipalities with hundreds of candidates. Streamlining application deadlines will make communication, administration, and compliance easier.

6. Roll the review of contributions and over-contributions to candidates and third-party advertisers into the Compliance Audit Committee (CAC) process and permit the committee to decide whether to commence a legal proceeding against a candidate or third-party advertiser for an apparent contravention.

Consistent with our recommendations on [Bill 181 to Standing Committee](#)²⁶ in 2016, having municipal clerks review contributions to candidates and third-party advertisers is problematic for a number of reasons:

- The CAC already exists to review financial statements
- The current process jeopardizes the independence and the impartiality of clerks during elections
- The current process places clerks in potential conflict with members of council
- Most municipalities do not have mature electronic filing systems for candidate and third-party advertiser financial statements
- The current process imposes additional administrative and resource burden on clerks who are already busy running local elections

Rolling the review of contributions into the established mandates of CACs would also allow an elector to make an application and is a more effective way to ensure candidate and contributor accountability.



How does your municipality determine whether any contributors exceed the maximum allowable amount? (N=220)

- Clerk's office fulfilling it (192)
- Finance department fulfilling it (17)
- Other (8)
- Using an external consultant (3)

Survey data collected through AMCTO's 2022 Post-Election Survey

²⁶ See <https://www.amcto.com/sites/default/files/2023-05/AMCTO-Bill-181-Committee-Presentation-Deck.pdf>



The CAC process has traditionally not received much attention. However, the process is an important element of accountability in local elections and is [starting to receive more public discussion](#)²⁷.

Providing the CAC with explicit authority to decide whether to commence a legal proceeding against a candidate or third-party advertiser could reduce applications made to the courts for review of CAC decisions.

Consider improving the CAC process with accountability, transparency, and operations in mind as countless hours are spent on delivering important post-election processes, which can contribute to overall increased audit costs and continue for years after the election with prosecutions and court reviews.

7. Expand decision timelines for CACs in Subsection (8) from 30 days to 45 days.

Further, in the interest of supporting applicants, election administrators and CAC members with carrying out their responsibilities, the decision-timelines for CACs should be expanded from 30 days to 45 days. This additional time is especially helpful where the CAC process may fall around a holiday (especially in cases of by-elections). 45 days would remain a reasonable decision timeframe consistent with references in other statutes for required meetings.

8. Clarify roles with respect to CACs wherein council is responsible for establishing the committee and the clerk is responsible for making appointments.

The MEA assigns responsibility of administering elections, including establishing necessary policies and procedures, to the clerk. However, there are several sections throughout the Act where the responsibility for what are, in effect, administrative decisions, is vaguely distributed between both council and staff. Administrative responsibilities for elections should rest with the clerk.

For instance, section [88.37\(1\)](#)²⁸ gives council responsibility for “establishing” a compliance audit committee to review potential campaign finance violations. In practice, however, this section has been interpreted broadly, giving council a more expansive mandate that includes appointing committee members. It is not appropriate for council to appoint members of a committee that is created to review the election finances of candidates, some of whom may end up filing as candidates and sitting as councillors. To maintain clarity and objectivity, all administrative responsibilities related to CACs should reside with the clerk.



²⁷ Coyne, Andrea and Andrew Lawlor. “Building voter confidence in the municipal electoral process,” *Policy Options*. 21, Feb. 2024. <https://policyoptions.irpp.org/magazines/february-2024/municipal-elections-safeguards/>

²⁸ See section 88.37(1) in the *Municipal Elections Act*, 1996



Secondary Recommendations

9. **Clarify the role of scrutineers where alternative (unsupervised or remote) voting is in place and collaborate with AMCTO and others on the definition of scrutineer and what they may or may not do.**

The process of scrutineering is changing in every municipality that incorporates the use of internet voting into their election. As voting in the digital age is no longer neatly contained to recreation centres, school auditoriums or church basements, the rules are not as clear as they once were. The Act provides significant attention to the role of scrutineers during an election, ensuring that candidates are permitted to appoint a scrutineer for each ballot box and voting place. But what happens when there are thousands of polling places and no formal ballot box? There is currently no clarity about how election results can be scrutineered in jurisdictions that use online or alternative voting methods. This is a gap in the current process that needs to be addressed.

10. **Review the scope of election offences and related penalties to address gaps. Consider providing support and guidance to clerks on best practices for implementation and enforcement of serious offences.**

Offences and related penalties should be reviewed. More specifically, for the coercion or intimidation of an elector, preventing or impeding an elector from voting, and from false representation or aiding a person in committing offences. A review needs to address these gaps - many of which are a result of changes to technology.

In consideration of new offences and related penalties, the Province must of course consider the burden of proof and enforceability of penalties for such offences. The Province should also provide more support and guidance to clerks on best practices for implementation and engaging law enforcement for the more serious offences.

Long-Term Recommendations

Due to gaps in rules and penalties, the lack of standardization of compliance audits, and the [increased use of the courts](#) to review compliance audit committee decisions²⁹, there has been increased frustration among administrators and an inconsistent approach to post-election activities meant to ensure transparency and accountability. As an Association, we have highlighted several of these member concerns about role clarity, conflict of interest and capacity issues.

Not only is the current process frustrating for municipal staff but for candidates who are not clear on their responsibilities. This can also be frustrating for residents and electors who are doing their due diligence in holding candidates accountable for improper activities. If the rules are not clear, and the process becomes convoluted, why would anyone participate in the electoral process?

²⁹ Coyne and Lawlor.



11. Establish a working group with AMCTO and other municipal partners to review and improve the campaign finance framework, including rules, guidance, forms, processes, and penalties.

While we have put forward several recommendations as interim measures to address financial issues, there remain underlying concerns that only a full review of the campaign finance framework can properly address.

Whether it is on the campaign finance framework or the below noted third-party advertising framework, there needs to be a balance struck: any new rules should avoid making it difficult for people to participate in local democracy. Making compliance easier while also ensuring that there is proper accountability, makes the rules and processes easier to enforce and to prosecute where rules have been broken.

Given the complexity of administration, compliance, and enforcement, a wider conversation about these frameworks is needed with our members and other stakeholders to understand the issues, challenges, and opportunities from varying perspectives. Together, we can co-design a framework that benefits everyone.

12. Establish a working group with AMCTO and other municipal stakeholders to review and improve the third-party advertiser regime for ease of compliance and enforcement.

Similarly, the third-party advertiser framework needs to be updated and improved. The [current measures were introduced](#) to regulate third-party advertising, which includes contribution and spending limits, and to help create flexibility for groups doing advocacy work throughout the campaign period³⁰. However, there remains room for improvement, including better defining qualifications for third-party advertisers. Improvements should ensure the regime is less cumbersome and easier for advertisers, administrators, and compliance audit committees to comply with and enforce.

13. Within the campaign finance and third-party advertiser frameworks, review the mechanisms for enforcement, and related penalties to address gaps in accountability and transparency measures.

Related to our secondary recommendation in this section, there are gaps in penalties related to overcontributing to a candidate's own campaign and accepting overcontributions from residents. There are nuances within the legislation that must be considered as well. For instance, there should be assurances that changes to campaign finance rules and penalties are balanced with the ability of candidates to pay off campaign debts.

Ultimately, a review of the campaign finance and third-party advertising frameworks, along with the compliance audit, offences, penalties, and enforcement processes must be looked at holistically as these are intertwined with changes to one section or subsection potentially requiring subsequent changes elsewhere in the Act.

³⁰ Ontario Newsroom. Ministry of Municipal Affairs and Housing. Backgrounder. June 7, 2016. "Changes to the Municipal Elections Act," Accessed: <https://news.ontario.ca/en/backgrounder/39111/changes-to-the-municipal-elections-act>.



14. Consider increasing maximum campaign spending limits and its related formula to consider inflation outlined in O Reg 101/97.

The Province should consider revising the spending limit formula in [Ontario Regulation 101/97](#)³¹ which has been stagnant since 2018 and does not consider inflationary pressures on campaign costs.

15. Explore establishing an independent office to manage investigation and prosecution of offences under the Act.

Local election administration enforcement is nuanced and often differs municipality to municipality as does capacity and resourcing, whereas federal and provincial elections are administered by one centralized body. In reviewing the campaign finance, third-party advertising and enforcement frameworks in the MEA, the Province should also consider promising practices from election administrators at other levels of government, such as an independent office like the Commissioner of Canada Elections.

Municipalities face challenges proceeding with prosecutions under the MEA. For instance, the conflicting nature of local police governance is responsible for the investigation of criminal activity, and municipal elected officials sit on these police boards. Anecdotally, in instances where local forces are engaged, they have recused themselves and referred matters to the Ontario Provincial Police (OPP) who may or may not involve themselves in local matters. Barring a provincially appointed official, more clarity around MEA offences being investigated by the OPP would help address existing concerns.

Similarly, prosecution through the courts is a time-consuming process that can take multiple years to get to trial, the process for which takes up staff time and resources to prepare for, prosecute, and await judgement before applying penalties.

A separate body could allow for an alternative dispute resolution mechanism with procedures that are applied consistently across municipalities. This would remove potential conflicts and friction between municipal staff as election administrators, candidates, and members of council who may have contravened the Act, leading to quicker resolutions. At the provincial-level for instance, the [Election Finances Act, 1990](#)³² includes mechanisms such as referrals to the Ministry of the Attorney General for prosecution and the use of administrative monetary penalties.



³¹ See section 5 of O.Reg 101/97 under the *Municipal Elections Act, 1996*

³² See the *Elections Finances Act, 1990* <https://www.ontario.ca/laws/statute/90e07>



Recommendations to Reduce Administrative Complexity

AMCTO supports modernizing legislative and regulatory environments that enable the work of municipal public servants, while allowing innovation with policies and practices that reflect current needs and focuses on outcomes.

Legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process, while also reducing administrative and operational burden for municipal staff. Local election administrators need to be able to run elections in a way that responds to the unique circumstances of their local communities. Thereby, providing the right rules and frameworks for administrators will result in benefits for electors, candidates, advertisers, and others involved in local elections.



Priority Recommendations

- 1. Bring the language of the Act and regulations into the 21st century by removing gendered references and including references to encompass all voting methods.**

To ensure more inclusive language within the Act, the Province should remove gendered references. Clerks receive complaints from non-binary persons about the use of language in the Act which they feel is exclusionary. Moreover, as more municipalities are turning to alternative voting methods to reach voters and run efficient elections, language in the Act across numerous sections and within regulations should encompass all voting methods rather than referring to traditional paper ballots or in-person voting. Changes are required in sections 43, 47, 48, 49, 52, and 89, among others.

- 2. Ensure all definitions that appear in the Act are captured in and limited to Section 1 and update definitions to add clarity.**

One way to improve clarity and interpretation is to ensure that all key terms are captured in the definition section of the Act. There are several instances wherein a definition appears later in the legislation while others are captured in the definition section. Definitions for several terms also require clarity. For instance, municipalities are left to define "retirement homes" resulting in inconsistencies across municipalities. As we have noted elsewhere in this submission, definitions of "tenants" and "occupancy" also lack clarity.

It is also important that language clarifies the definition of "municipality" so that it consistently applies to operational and administrative tasks undertaken by municipal administration, whether by the clerk or other municipal staff.



3. Clarify references to municipal business hours as well as dates that constitute a weekend or holiday as defined pursuant to the *Legislation Act, 2006*.

Candidates, voters, and other interested parties are not familiar with the traditions and nuances of legislation and regulations. Without a reference to other legislation, voters and candidates are unlikely to know that they should refer to the *Legislation Act* for definitions. Moreover, it should be clarified that references to specific deadlines within the *Act* are to reflect regular municipal business hours especially where these hours may fall on weekends and holidays.

4. Move nomination day to July, shortening the campaign period to be more consistent with federal and provincial nomination periods.

As noted previously, local elections are complex multi-year projects often undertaken by a handful of municipal staff who are also responsible for numerous other statutory and operational responsibilities. In 2020, the [nomination period was extended to August from July](#)³³. Extending this period runs contrary to the changes the Province made in 2016 [shortening the nomination period](#)³⁴. Furthermore, the municipal nomination period is longer than those at the provincial and federal levels where this process is managed by agencies whose sole focus is election administration.

Shortening the length of the nomination period would give municipalities more time to prepare ahead of the election. There is significant strain on municipal staff and resources with longer nomination periods, with legislative and business deadlines for printing ballots, quality assurance, security, and testing, among other activities. While this may sound straightforward, municipalities are often working with tight, limited supply chains and vendors, and in larger municipalities, staff are often dealing with multiple ballot types, and in many cases, managing hundreds of candidates. A longer nomination period means there is less time between the close of nominations and the first day of voting to finish the nuanced tasks and activities required of local elections.

Longer elections are more expensive for candidates, harder to run for administrators, and can be a potential cause of fatigue from an already disengaged electorate. Moving the nomination period back to at least July would make the nomination period shorter, while also giving candidates in smaller municipalities—who may still be working full-time jobs with less sophisticated campaign infrastructure—enough time to campaign.

5. Enable clerks to determine what voting method is best as the local chief electoral officer and align timelines related to clerk's procedures.

[Building on the updates made in 2016](#)³⁵ which began to untangle council's role in election administration, the *Act* should be updated to authorize the clerk to choose what voting method is best. Requiring council to pass bylaws on voting methods in section 42 gives council members and the public the impression that council is responsible for election administration issues.

³³ See <https://www.amcto.com/network-community/blog/advocacy-update-bill-218>

³⁴ See <https://news.ontario.ca/en/release/39113/ontario-passes-legislation-to-allow-ranked-ballot-option-for-municipal-elections>

³⁵ See section 41(4) of the *Municipal Elections Act, 1996*.



[Section 42](#)³⁶ should further be amended to resolve the conflict in timelines between when procedures need to be completed and when they must be provided to candidates. For instance, June 1st is the deadline for the procedures in a regular election year, but 42(3)(b) requires these must be provided when a candidate files their papers, which could be as early as May 1st.

6. Change the timeline for proxy appointment to begin September 1st for a regular election.

A similar timeline alignment issue occurs between making the voters' list available to voters to confirm if they are on the list and/or update their information and the appointment of proxies. In the 2022 election, the first day for proxy appointment was August 22nd. However, the voters' list was not available until September 1st. In this scenario, staff were not able to necessarily confirm whether an individual appeared on the voters' list as a qualified elector until September 1st. Thus, allowing proxy voters to be appointed earlier than receipt of the voters' list is problematic.

In the case of a by-election, consider changing the timing for proxy appointments to when the clerk has made corrections.

7. Expand the timeline for reporting on accessible elections from 90 days to 120 days.

[Section 12.1 \(3\)](#)³⁷ requires the public posting of a report about the identification, removal and prevention of barriers that affect electors and candidates with disabilities within 90 days of voting day. We recommend that this be extended to 120 days. Providing additional time to municipalities would allow them to look at reporting on the election holistically in one comprehensive post-election report that includes factors impacting accessibility.

8. Consider aligning the spending limit certificate requirements and timelines between candidates and third-party advertisers for consistency.

The Act states that candidates are to receive the certificate of permitted amounts of their own expenses and contributions to their campaigns upon the filing of their nomination forms. The MEA does not require the certificate for maximum amount for parties, etc., after voting day to be issued until or before September 30th along with all final certificates. In comparison, third-party advertisers are to receive the certificate of maximum amount for parties, etc., after voting day upon filing their Notice of Registration. Providing consistent timelines across various participants in the electoral process makes it easier for municipal staff to adhere to legislative requirements and ensure that candidates and parties are adhering to timelines.



³⁶ See section 42 of the *Municipal Elections Act*, 1996.

³⁷ See section 12.1(3) of the *Municipal Elections Act*, 1996.



9. **Update existing provincial guides and forms and provide additional guidance to voters, candidates, third-party advertisers, and election administrators.**

The following points outline areas where we believe further clarification can be provided to ensure continued progress, transparency, and accountability in local election administration.

Voters' Guide

- Include more details on voter identification (ID) requirements to provide clearer information about acceptable ID.

Candidate and Third-Party Advertiser Guides

- Specify the documentation that can be accepted as proof an individual is authorized to act on behalf of a trade union for third-party advertising purposes.
- Clarify whether promoted social media posts count as third-party advertising.
- Provide clarification on whether contributions can be sought via platforms such as GoFundMe that process online payments.
- Add further clarity in candidate guides on how to interpret the Act from a campaign finance perspective (i.e. using personal credit cards to reimburse campaign expenses, setting up and managing banking accounts) and where to seek advice for filling out the required forms.
- Add content to guides related to individuals who are supported by their corporations/organizations and stipulate that in these cases, campaign volunteers could be perceived as 'in-kind' contributions. Any stipends provided to volunteers should be captured in financial documents.



Forms

- Ensure clarity and consistency regarding the use of a single name on the ballot under [section 41 \(2\)](#)³⁸. Nomination forms allow the use of a single name on the ballot while section 41 does not provide guidance on how names should be listed on the ballot.
- Conduct extensive external-to-government systems testing of provincial government forms to ensure they are accessible and useable. Our members advised of candidate challenges with downloading and filling in prescribed forms as they were in a format that was not supported by their computer system. We understand that several municipalities raised this issue with the Ministry of Municipal Affairs and Housing (MMAH), but no remedy was applied.
- Update Declaration of Identity - Form 9 so that it can be used to serve voters who have no identification (e.g. those who may be homeless, seniors who have not updated their government-issued identification, etc.)

³⁸ See section 41(2) of the *Municipal Elections Act*, 1996.



Secondary Recommendations

10. Extend the timeline to submit final changes to the voters' list from 30 days to 60 days.

[Section 27\(2\)](#)³⁹ requires that the final changes clerks make to the voters' list be submitted 30 days following election day. In the post-election period, it can be challenging for clerks to meet this deadline given that they are busy managing orientation and onboarding of councillors as well as handling compliance activities. In larger municipalities where thousands of revisions are processed during the election period, it is very challenging to meet the current 30-day timeline. It has never been clear from an operational perspective why this must be done in 30 days. 60 days would provide clerks with a more reasonable post-election timeline to account for and submit final changes.

11. Consider extending discretion to remove a name from the voters' list and the correction of errors to voting day.

The Act should be clear that if the clerk is satisfied, a correction can be made regardless of when that is. A similar mechanism should be included regarding school board support especially where an elector has completed a declaration. This would facilitate a smoother experience on election day for electors whose information may not be correct.

AMCTO's advocacy efforts⁴⁰ to fix the voters' list resulted in Elections Ontario taking over responsibility for a single register of electors, consolidating elector information across the province and removing overall responsibility from MPAC, which retains responsibility for school support data. We are hopeful that in 2026, the first election in which voters' lists will be compiled using Election Ontario's information, there will be a significant improvement in data quality of the voters' list.

Clerks should be extended the authority to make changes to elector information beyond what is currently allowed under [section 22](#)⁴¹ to update voter information, including school support, on election day, if they are satisfied that the information provided by an elector is correct. Without this authority and as the legislation stands currently, an elector may be unable to exercise their right to vote.

Permitting changes to the voters' list on election day should not prevent any improvement to processes for accepting revisions at the single register or at MPAC's level related to school board support. The end goal should always be to have corrections addressed adequately at all levels to ensure voters have a seamless, quick, and overall positive experience on election day.

³⁹ See section 27(2) of the *Municipal Elections Act, 1996*.

⁴⁰ See <https://www.newswire.ca/news-releases/local-govt-association-applauds-elections-ontario-report-887387112.html>

⁴¹ See section 22 of the *Municipal Elections Act, 1996*.



12. Establish a province-wide registry for MEA offenders, maintained by the MMAH or another provincial body, and provide this registry to election administrators.

The *Act* makes it clear that candidates, contributors, and third-party advertisers are responsible for ensuring that they comply with the *Act*. While the *Act* also requires clerks to certify nomination papers and registrations, clerks do not have the tools or resources such as public and centralized information about electoral histories and sanctions imposed on candidates, contributors, or third-party advertisers. How is a clerk from southwestern Ontario to know whether a candidate or third-party registering in their municipality has been disqualified in northern Ontario?

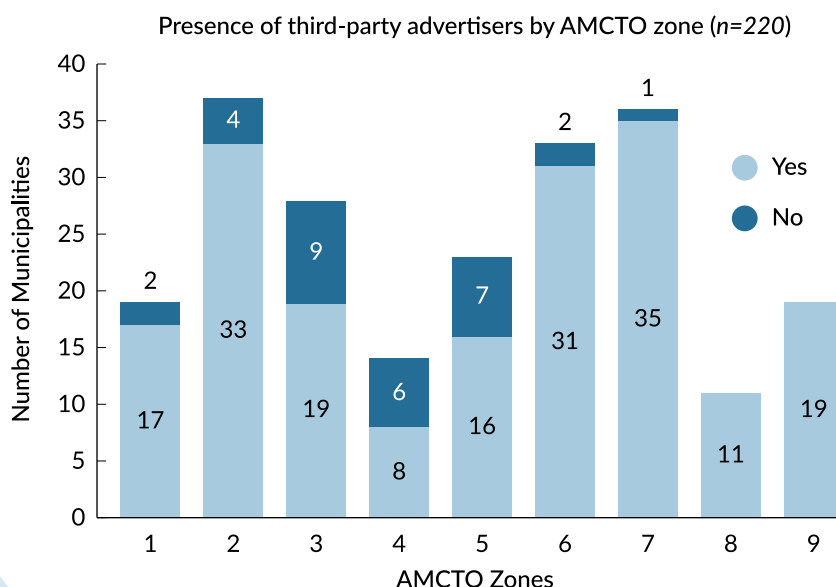
To assist municipalities in completing reviews, there should be a province-wide registry of *MEA* offenders. Such a central repository kept and maintained by a separate body would include information about qualifications, records of compliance audit and court decisions. Information should be available to ensure clerks, compliance audit committees, and others have access to information about those who have contravened the *Act*.

13. Amend the *Act* to consolidate rules between regular elections and by-elections specifying what must be different.

The *Act* provides that by-elections should be conducted “as far as possible in the same way as regular elections”. However, it does not provide further guidance. Are there ways in which by-elections should not run like regular elections? This is an area where the *Act* can be streamlined to clarify, where necessary, what activities may be different in a by-election. This would ensure municipalities are conducting by-elections consistently across the province.

14. Consider a threshold amount for registering as a third-party advertiser that is in line with provincial and federal thresholds.

Third-party advertiser registration primarily occurs in medium to larger municipalities and few, if any, are registered in smaller municipalities.



The entire process from registration to compliance is cumbersome and may prevent smaller actors from engaging in the political process for fear of being labelled third-party advertisers. If the intent is to retain the current framework, amendments need to be made so that there is a line in the sand for who and when someone becomes a third-party advertiser. For instance, is a 'mom and pop restaurant' a third-party advertiser because they hand out flyers for a



candidate at their restaurant? A threshold amount for registering as a third-party advertiser that is in line with provincial and federal thresholds would help ensure local voices without resources can participate without unnecessarily triggering ad status.

Moreover, calculations for third-party spending limits are cumbersome and lack clarity especially for by-elections. The current wording of section 88.21⁴² suggests that the number of electors in the entire municipality, instead of the ward that is the subject of the by-election, is used to calculate spending limits for third-party advertisers. This gives third-party advertisers a disproportionately higher spending limit than candidates in a by-election.

15. Consider amending the deadline for third-party advertiser registration to be more reasonably in advance of an election.

There are also timeline issues with third-party advertising registration. Allowing third-party advertisers to register up to the Friday before election day is problematic from an operations perspective. At this time, municipal staff's attention should be focused on the successful execution of voting and the electoral process, rather than additional paperwork.

16. Require those who file a Notice of Extension of Campaign Period - Form 6 to also file a Supplementary Financial Statement.

Often candidates and third-party advertisers believe that because they did not campaign, raise or spend money in the extended period, they are not required to file a supplementary financial statement even though they filed a notice of extension. This is the interpretation which inevitably causes confusion. Stronger language should be applied to those who file a Form 6 to specify that a Supplementary Financial Statement is required.



Long-Term Recommendations

17. Clarify the process for removing a name from the voters' list by a relative.

Providing the clerk with more flexibility to determine procedures on how a family member may request to remove someone from the municipality's voters' list (provided the clerk is satisfied that the individual should be removed) would assist in the clean-up of municipal voters' lists.

However, we are hopeful that the single register of electors managed by Elections Ontario will improve the quality of the voters' list given that there is one register and duplications should be reduced. The Province could re-evaluate this post-2026 to determine whether any legislative changes are necessary.

⁴² See section 88.21 of the *Municipal Elections Act*, 1996.



18. Decouple school board support for electoral purposes from school support for assessment purposes.

Despite Elections Ontario taking responsibility for a single register of electors, under the *Assessment Act*, MPAC remains responsible for collecting information about school board support. This may be attributed to the leading legislative interpretation that school support may have dual purposes: electoral and assessment. However, as the Ombudsman noted in [the 2021-2022 Annual Report](#)⁴³, this data from MPAC is no longer used to determine school board funding but rather who can run and vote in school board elections.

Currently, the single register of electors is not expected to resolve this issue as MPAC remains responsible for collection of school support information. As a result, there are two separate portals through which voters must check and update their information: one from Elections Ontario for qualification and one from MPAC for school support. This dual process will cause confusion for the voter without resolving issues related to incorrect assignment of school support.

Municipalities receive school support information, relying on this data to develop their voters' lists. The problem resides in processes that assume an elector to be an English Public supporter unless a supporter has submitted forms or updated information on an online portal to declare otherwise. This particularly impacts French-language rights holders and separate school supporters who may have moved between wards or between municipalities but did not fill out a form.

This issue continues to blur the electoral picture for candidates, electors, and administrators when it comes to linking electors and the school boards for which they are entitled to cast their ballots. This blurring sometimes results in an elector being assigned an incorrect school board ballot which slows the voting process, frustrates the elector, and means more work for election officials. Making school support for electoral purposes distinctive in legislation and providing Elections Ontario with the authority to collect this information would improve the quality of school support data.

The Province should update candidate and voter guides to make it clear that school support amendments cannot be made by municipalities as a result of Provincial legislative barriers. It is important that candidates and voters are able to direct their concerns to the Province rather than to municipal staff who do not control these processes.

19. Amend the *Education Act* to clarify who is a French-language rights holder and who is a separate school rights holder.

As we noted previously, local elections are complex endeavours, and not only do clerks run municipal elections, but they are also required to run the election for trustees across five school boards. Increasingly, candidates who may not be qualified to run for school trustee (i.e. do not hold the language or religious rights to qualify) are submitting papers to run. This has resulted in

⁴³ Ontario Ombudsman. 2022, *Annual Report 2021-2022*, <https://www.ombudsman.on.ca/resources/reports,-cases-and-submissions/annual-reports/2021-2022-annual-report> p 43



void school board trustee elections. It is no wonder why there is confusion when the *Education Act*, *Assessment Act* and the *MEA* must be read to figure out the nuances of qualification. Clearer rules around language rights qualifications would help people understand whether they qualify as a candidate.

20. Clarify that school board trustee candidates must file their nomination papers in the municipality in which they reside.

Given that school board boundaries cross municipal boundaries, when trustee candidates do not submit their nomination papers in the municipality in which they reside, it complicates the situation. Clerks are left trying to figure out residential qualification in addition to general candidate qualification. This is burdensome for candidates and municipal staff and must be addressed.



21. Consider readjusting school board boundaries to align with municipal boundaries.

Given the complications between jurisdictional boundaries, one consideration may be to better align school board boundaries with municipal boundaries.

22. Conduct a review of identification requirements in the regulation and consider the availability of digital and hard copy identification as well as identification challenges for segments of Ontario voters.

Voters and administrators require more guidance and clarity on what types and forms of acceptable identification can be used in local elections. It is a persistent challenge for municipalities educating members of the public about what can be used, particularly because accepted identification is different than provincial and federal elections due to residency requirements. Moreover, certain voters also lack identification and documentation to be able to exercise their right to vote.

As part of the Province's work on [Digital Identity](#)⁴⁴ under the Ontario Onwards Action Plan, there should be collaboration and consultation with the municipal sector, including AMCTO, on the specific needs of identification for electoral and other local service provision purposes.

⁴⁴ See <https://www.ontario.ca/page/digital-id-ontario>





Trends AMCTO Continues to Monitor

Our Working Group also discussed several trends that may impact electoral administration. While there are no specific recommendations at this time, we want to highlight some of what the group identified to inspire continued conversations about the tools, resources and supports local election administrators may require in the future.

Electoral Participation

Declining voter turnout has been discussed as an indicator of democratic health. Our 2022 Post-Election Survey, which included data from [MMAH's municipal election survey](#), found a 4% decline in overall voter turnout between 2018 and 2022⁴⁵. In 2018 and 2022, electors also voted in a provincial election, and in the fall of 2021, voted in a federal election as well.

[Our 2014 Post-Election Survey](#) found the average turnout was approximately 43%⁴⁶. [As we noted in previous submissions](#), there may be some element of voter fatigue⁴⁷ which is also why we recommend shortening the election period.

While voter turnout has decreased, the number of acclamations has increased. [As AMO noted](#):

with fewer candidates, there are also more positions being acclaimed, especially in smaller, rural municipalities. This year, 548 council positions were acclaimed, including 139 mayors and reeves. Compared to 2018, total acclamations are up 15% over 2018 and up 16% for mayors and reeves (heads of council). A total of 32 councils will be entirely acclaimed this year, 3% more than 2018, when 26 councils were acclaimed. All of [sic] the fully acclaimed municipalities in 2022 have populations of 10,000 residents or less.⁴⁸

⁴⁵ AMCTO. February 2024, 2022 Post Election Survey, <https://www.amcto.com/about-amcto/news-announcements/2022-municipal-elections-survey-key-findings>

⁴⁶ AMCTO. August 2015, 2014 Post Election Survey <https://amctopolicy.files.wordpress.com/2015/08/amcto-2014-post-election-survey-results.pdf>

⁴⁷ AMCTO. July 2015, AMCTO Submission on the Municipal Elections Act <https://www.amcto.com/sites/default/files/2023-05/AMCTO-MEA-Submission.pdf>

⁴⁸ Association of Municipalities of Ontario (AMO). News Release. September 27 2022, "Municipal elections data available on AMO website" Accessed: <https://www.amo.on.ca/policy/municipal-governance-indigenous-relations/municipal-election-data-available-amo-website>



It is understood that in making voting easier and more accessible, it is possible to increase participation in local democratic processes which is why municipalities have looked at implementing alternative voting methods in their communities.

Digital Identity

As an Association, we continue to be interested in the Province's [Digital Identity](#) project⁴⁹ given the operational implications to local service delivery. Photo identification is used for recreation programming registration, paying property tax, resolving parking offenses, and confirming residency for local elections. The degree to which Ontario follows other jurisdictions in implementing digital identities will determine how local service delivery, including elections*, may benefit or be challenged by such an initiative. Any introduction of digital identities will need to work for elections and be reflected in the MEA.



Misinformation

We are also keeping an eye on more subversive and potentially harmful trends including the spread of misinformation that threatens democratic institutions. This is an increasing concern for election administrators at all orders of government.

For instance, a report from the [Canadian Election Misinformation Project](#)⁵⁰ documents and evaluates misinformation during the 2021 Canada federal election. While there was widespread misinformation during this election, the overall impact was minimal as the campaign period and results were not driven by misinformation. However, there was a rise in misinformation through groups who hold conspiratorial beliefs about various topics. The report also highlights certain vulnerabilities that need to be addressed including the increasing difficulty in detecting what qualifies as misinformation and the continued distrust of democratic institutions by increasing segments of Canadians.

There has also been reporting on distrust and misinformation, among other threats outlined by the [Security and Intelligence Threats to Elections Task Force](#)⁵¹ that are a cause for concern.

While there are tools and resources offered by organizations like the [Canadian Centre for Cybersecurity](#)⁵² to help the public and others identify this pervasive information, decentralized elections such as those run by municipalities, could benefit from more specific resources and supports for managing these threats.

⁴⁹ See <https://www.ontario.ca/page/digital-id-ontario>

* There are a range of identification requirements outlined in regulation that may be accepted as proof of identity.

⁵⁰ See https://www.mcgill.ca/maxbellschool/files/maxbellschool/meo_election_2021_report.pdf

⁵¹ See <https://www.cbc.ca/news/politics/threats-of-violence-canada-elections-1.7153960>

⁵² See <https://www.cyber.gc.ca/en/guidance/how-identify-misinformation-disinformation-and-malinformation-itsap00300>

Foreign Interference

Misinformation created and distributed by domestic actors is concerning enough but with the threat of foreign interference, the scale of risk is at a magnitude that must be dealt with at a national level. [The Government of Canada](#) consulted with Canadians on foreign interference and potential government action starting in late 2023⁵³. As an Association and to represent our members' interests, [we wrote to the Ministers of Justice Canada and Public Safety](#)⁵⁴ to advise that changes made at the federal level will require complementary provincial legislation. Local election administrators will require support in managing threats and potential incidents.

We also continue to watch with interest the [Public Inquiry](#) into *Foreign Interference in Federal Electoral Processes and Democratic Institutions*⁵⁵ for findings and recommendations.

Artificial Intelligence (AI)

While governments are beginning to take measures that provide frameworks and rules around the development and use of AI, there are few sources that deal specifically with elections. Administrators need the right legislative tools and guidance to ensure they can manage the impacts of AI on local democratic processes and ensure there is the right support to enforce such provisions. The Act must provide the rules and frameworks to support election administrators who may choose to leverage these technologies to improve electoral services.



⁵³ CSIS. 2021. *Foreign Interference: Threats to Canada's Democratic Process*. <https://www.canada.ca/content/dam/csis-scrs/documents/publications/2021/foreign-interference-threats-to-canada%27s-democratic-process.pdf>; Government of Canada. Public and Emergency Preparedness Canada. News Release. November 24, 2023. "Government of Canada launches consultation on legislative amendments to counter foreign interference in Canada" <https://www.newswire.ca/news-releases/government-of-canada-launches-consultation-on-legislative-amendments-to-counter-foreign-interference-in-canada-868566675.html>

⁵⁴ See AMCTO letter, January 2024 re: AMCTO Letter to Ministers of Justice Canada and Public Safety re Foreign Interference <https://www.amcto.com/letter-to-ministers-re-foreign-interference>

⁵⁵ See <https://foreigninterferencecommission.ca/>





Conclusion

For many reasons, election administrators at all orders of government face several heightened challenges and our clerk members are no different. [Increasing distrust in public institutions](#)⁵⁶ beyond just healthy skepticism⁵⁷ means that democratic processes delivered through election administration are more important than ever. There are decreasing rates of democratic participation reflected in low voter turnout, electoral support, and an increased number of acclamations that [impact the efficacy of elections](#)⁵⁸.

The good news is that there are opportunities as well: voting methods can reach more qualified electors which may result in increased rates of voter participation. Improvements to technology can result in more automated and quicker service delivery if balanced with the necessary security precautions. Clarifying rules can make compliance and enforcement more straightforward, paving the way for more diverse pools of candidates.

The Act should reflect the digital challenges and opportunities of today and tomorrow, and discussions should occur via legislated four-year reviews to ensure clarity, consistency, accountability, transparency, and trust remain top of mind. The legislation should be more enabling while providing important guidance, standards, and support with the right mix of tools to make compliance and enforcement streamlined.

The Province should build on the [MEA modernization work from 2016](#)⁵⁹ by rewriting and restructuring the Act to address existing and new challenges and opportunities. The issues weighing most on the minds of election administrators would be served by transformational change to the Act to provide a better overall framework for local elections. This requires bringing a 21st century mindset to improving service delivery to voters, candidates, and the public, while providing election administrators with more flexibility, certainty, and clarity to do the important work of delivering fair, accountable, and transparent municipal and school board elections.

AMCTO looks forward to discussing our recommendations with the Province and collaborating on priority legislative and regulatory improvements.

⁵⁶ Edelman Canada. May 2023. "2023 Edelman Trust Barometer," <https://www.edelman.ca/sites/g/files/aatuss376/files/202303/2023%20Edelman%20Trust%20Barometer%20EN.pdf>

⁵⁷ Norris, Pippa. *In Praise of Skepticism: Trust but Verify*. Oxford University Press, 2022.

⁵⁸ See <https://www.amo.on.ca/policy/municipal-governance-indigenous-relations/analysis-2022-municipal-post-election-data>

⁵⁹ See <https://www.ola.org/en/legislative-business/bills/parliament-41/session-1/bill-181/debates>



AMCTO MEA Working Group

AMCTO formed the MEA Working Group in 2023 to review, analyze, and discuss a suite of reforms to the *Municipal Elections Act* (MEA). Together, the Group brought forward best practices and lessons learned from municipal and school board elections administration to identify challenges and opportunities for solution-orientated improvements to existing election rules and regulations. Their work informed this submission and continues to support our members and municipal professionals in local election administration.

AMCTO would like to thank the following individuals for their time, contributions, and expertise as part of our MEA Working Group:

Martina Chait-Hartwig
(Chair)
Township of Douro-Dummer

Florence Witherspoon
(Vice-Chair)
Township of Ashfield-
Colborne-Wawanosh

Shawnica Hans
City of Brampton

Veronique Hie
City of North Bay

Terri Knight-Lepain
City of Windsor

Antonia Mancuso
Town of Oakville

Lori McDonald
Town of Bracebridge

Fiona Murray
City of Toronto

Evan Read
City of Vaughan

Pam Walsh
Town of Blind River

For more information about this Working Group, the submission and AMCTO advocacy initiatives, please contact advocacy@amcto.com.

The following appendix includes a line-by-line breakdown of our recommendations and the corresponding section of the MEA in its current form. We invite the Province to consult with us, our members and other sector organizations on reviewing and updating the current legislation to better serve local elections administration now and into the future.



Appendix: Summary of Recommendations

Recommendation	Legislative Reference(s) if applicable	Rationale
Overhaul and update the Act to ensure that it is future-proof, addresses current gaps, streamlines rules, and brings added clarity well ahead of the 2030 election.	Act and regulations	The MEA contains a patchwork of amendments, sections, provisions and other structural issues that make it difficult for people to understand and manage.
Include a legislative requirement to review the Act after every scheduled municipal and school board election year.	New section	The Act should be updated on a regular cycle to ensure that it is responsive to new and emerging technology and trends.
Review how the current legislation, regulations, and prescribed forms treat personal information, considering a digital privacy lens.	Act and regulations	Protection of privacy is becoming an increasing concern and is central to ensuring public trust.
Amend the Act to include a preamble that captures the principles of elections recognized by the court and the intended outcomes of the Act.	New preamble	A preamble inclusive of these principles should set out the intended outcomes of the legislation and provide foundational understanding of elections.
Establish a mechanism that permits the Minister of Municipal Affairs, in consultation with affected communities, to alter municipal and school board election day if it falls on a day of cultural or religious significance.	Section 4 Regular elections	In future years, it could be the case that election day falls on another culturally or religiously significant festival or event impacting voter turnout and staffing resources.
Require school boards to schedule one of the provincially required Professional Activity (PA) days on municipal and school board election day.	New sub/section	Confirming availability of school facilities for election day is one less thing for clerks to have to determine and provides voters with a large, central, accessible facility to cast their ballots. Ensures that election administrators can focus on providing electoral services to residents and municipal and school trustee candidates.
Amend the Act so that, if requested, schools and institutions must allow space for advance polls and voting day free of charge.	Section 45 Number and location of voting places	Clerks require a legislative basis to work with heads of institutions to address resident voting requirements providing more opportunities for the most vulnerable to cast their vote.



Recommendation	Legislative Reference(s) if applicable	Rationale
Remove the requirement for employees of a municipality or local board to provide notice of their intention to stand for election to council.	Section 30 Employee of a municipality	Potential candidates for municipal office, who happen to work for a municipality or a local board, should be provided the same, equal opportunity as other candidates who are not required to declare their intentions until they submit their paperwork.
Clarify the Act to reflect that a voter's absence from work may be on any day voting is available (i.e. advance voting days).	Section 50 Electors' absence from work	The current definition of voting day is limited to Election Day only and could be interpreted to not include advance voting days.
In consultation with AMCTO and other municipal stakeholders, consider how the work by the Digital Governance Standards Institute related to electronic voting may be formalized to support election administration in Ontario.	New section	With an increasing number of municipalities considering e-voting methods to make voting easier and be "where the voters are" there should be a provincial interest in adopting some standards.
Establish a working group with AMCTO and other municipal stakeholders to inform the development of a regulation for electoral definitions of "tenant", "spouse of a non-resident" and "occupancy".	Section 17 Qualification of electors (with possible implications for Section 2 Residence)	The current definitions provided in the Act are not sufficiently clear, and create potential confusion for electors, candidates, and administrators.
Remove the 25-signature endorsement requirement.	Section 33 Filing Nomination	Signature requirements in medium and large cities has not addressed its stated intent as signatures are easy to collect with a declaration that signees are eligible electors and adds an administrative burden.
Investigate incentives to support genuine candidacy while addressing frivolous campaigns, including the nomination filing fee refund.	Section 34 Refund	The current process of refunding anyone who files a financial statement does not dissuade frivolous candidacies. Other mechanisms should be investigated.
Amend the Act so that no candidate shall accept a contribution over \$1,200 from a single resident.	Section 88.9 Maximum contributions to candidates	Fill the gap that does not specifically prohibit candidates from accepting a contribution.
Clarify that any resident of Ontario may submit a compliance audit application, consistent with contribution rules.	Section 88.33 Compliance audit of candidate finances	Clarify that any resident in Ontario can file a compliance audit application consistent with rules on contributions.



Recommendation	Legislative Reference(s) if applicable	Rationale
Consider setting one 90-day period for compliance audit applications for initial and supplementary financial statements to simplify the process.	Section 88.33(3)	The current structure creates many overlapping deadlines that is challenging to communicate to electors and candidates and for purposes of tracking.
Roll the review of contributions and over-contributions to candidates and third-party advertisers into the Compliance Audit Committee (CAC) process and permit the committee to decide whether to commence a legal proceeding against a candidate or third-party advertiser for an apparent contravention.	Section 88.34 Review of contributions to candidates	This provision jeopardizes the independence and impartiality of the clerk, places the clerk in conflict with members of council and there already exists a process on the Compliance Audit Committee to review statements.
Expand decision timelines for CACs in Subsection (8) from 30 days to 45 days.	Section 88.34 Review of contributions to candidates	To support applicants, election administrators and CAC members with carrying out an application, moving the decision-timelines from 30 days to 45 days may be more reasonable especially where the CAC process may fall around the holidays and is consistent with references in other statutes for required meetings.
Clarify roles with respect to CACs wherein council is responsible for establishing the committee and the clerk is responsible for making appointments.	Section 88.37 Compliance Audit Committees	The MEA gives the responsibility for administering elections, including establishing necessary policies and procedures, to the clerk. However, there are several sections throughout the Act where the responsibility for what are, in effect, administrative decisions is unclearly distributed between both Council and staff. This is one area where there is a clear conflict in members of council who may be subject to an application are involved in the administration of the committee reviewing that application.
Clarify the role of scrutineers where alternative (unsupervised or remote) voting is in place and collaborate with AMCTO and others on the definition of scrutineer and what they may or may not do.	Section 16 Scrutineers	Qualifications of scrutineers continues to be challenged. Moreover, as alternative voting methods are increasingly used, the role of scrutineering is less understood and should be addressed.
Review the scope of election offences and related penalties to address gaps. Consider providing support and guidance to clerks on best practices for implementation and enforcement of serious offences.	Section 89 Offences	Fill existing and new gaps because of changes to technology. Any changes to offences and penalties would require additional guidance and support for election administrators on how to enforce these matters.



Recommendation	Legislative Reference(s) if applicable	Rationale
Establish a working group with AMCTO and other municipal partners to review and improve the campaign finance framework, including rules, guidance, forms, processes, and penalties.	Section 88.8 Campaign Contributions to Section 94.2 Limitation Period	The campaign finance framework is complex to administer and comply with and should be reviewed to make it easier to follow while ensuring accountability.
Establish a working group with AMCTO and other municipal stakeholders to review and improve the third-party advertiser regime for ease of compliance and enforcement.	Section 88.4 Third Party Advertisers	The third-party advertising framework is complex to administer and comply with and should be reviewed to make it easier to follow and comply with.
Within the campaign finance and third-party advertiser frameworks, review the mechanisms for enforcement, and related penalties to address gaps in accountability and transparency measures.	Section 89- Section 94.2	A holistic review needs to consider enforcement mechanisms, penalties and the prosecution process for candidates and contributors.
Consider increasing maximum campaign spending limits and its related formula to consider inflation outlined in O Reg 101/97.	O Reg 101/97	The Province should consider reviewing and updating the spending limit formula in regulation which has been stagnant and does not consider inflationary pressures on campaign costs.
Explore establishing an independent office to manage investigation and prosecution of offences under the Act.	New section	Municipalities have faced challenges proceeding with investigations and prosecutions due to capacity, resourcing and time-consuming processes through the courts. A separate body would allow for alternate dispute resolution that avoids placing municipal staff in conflict with candidates and members of council.
Bring the language of the Act and regulations into the 21 st century by removing gendered references and including references to encompass all voting methods.	Act and regulations	To ensure more inclusive language within the Act, remove gendered references. Moreover, as more municipalities are turning to voting methods to reach voters and run efficiency elections, language in the Act across numerous sections and within regulations should contain language that encompasses all voting methods rather than referring to paper ballots.
Ensure all definitions that appear in the Act are captured in and limited to Section 1 and update definitions to add clarity.	Section 1	One way to improve clarity and improve interpretation in the Act is to ensure that key terms within the Act are captured in the definition section. There are several areas wherein a definition appears later in the Act and others are captured in the definition section.



Recommendation	Legislative Reference(s) if applicable	Rationale
Clarify references to municipal business hours as well as dates that constitute a weekend or holiday as defined pursuant to the <i>Legislation Act, 2006</i> .	Section 10 Saturdays and Holidays and other sections dealing with filing deadlines.	Inconsistency between business hours and the legislation can lead to frustration for candidates, administrators and others engaging in local democratic processes.
Move nomination day to July, shortening the campaign period to be more consistent with federal and provincial campaign periods.	Section 31 Nomination Day	The municipal nomination period is longer than those at the provincial and federal levels which are run by agencies whose sole focus is election administration while municipal staff are managing day-to-day operations while running elections simultaneously. Revert back to the 2016 nomination deadline of July or earlier.
Enable clerks to determine what voting method is best as the local chief electoral officer and align timelines related to clerk's procedures.	Section 42 Bylaws re voting and vote counting equipment	Clarify areas of responsibility between the clerk as the administrator of elections and council as overseers of the municipality.
Change the timeline for proxy appointment to begin September 1 st for a regular election.	Section 44 Appointment of Proxy	Fix the disconnect between voters' list availability and appointment of proxies, qualifications for which cannot be confirmed as electors until the list is available.
Expand the timeline for reporting on accessible elections from 90 days to 120 days.	Section 12.1 (3)	Extending the timeline would allow more time to compile a comprehensive post-election report which is typical practice.
Consider aligning the spending limit certificate requirements and timelines between candidates and third-party advertisers for consistency.	Section 88.20 Candidate Expenses and s 88.1 Registered Third parties' expenses	Providing consistent timelines across various participants in the electoral process makes it easier for municipal staff to adhere to legislative requirements and ensure that candidates and parties are adhering to timelines.
Update existing provincial guides and forms and provide additional guidance to voters, candidates, third-party advertisers, and election administrators.	Voters' Guide; Third Party Advertisers Guide; Candidate's Guide	There are several opportunities to update and provide more information to support voters, third party advertisers and candidates in Provincial guidance materials. There have also been several challenges with usability of provincial forms and inconsistencies between the legislation and forms that should be addressed.
Extend the timeline to submit final changes to the voters' list from 30 days to 60 days.	Section 27 List of changes	Provide more time for clerks to provide final changes after the election period given the number of activities and tasks required to be completed post-election.



Recommendation	Legislative Reference(s) if applicable	Rationale
Consider extending discretion to remove a name from the voters' list and the correction of errors to voting day.	Section 22 Correction of Errors	Electors who move must fill out forms or go to a portal to update their residency and school support information, and despite improvements made to make this process easier, there will be electors who do not do this. Permitting clerks to remove names to voting day would allow for a cleaner voters' list.
Establish a province-wide registry for <i>MEA</i> offenders, maintained by the MMAH or another provincial body, and provide this registry to election administrators.	Section 35 Examination of nominations	While candidates are ultimately responsible for declaring their eligibility, clerks are required to certify nominations. Providing centrally available information about qualifications of candidates, and of those who may have contravened the <i>MEA</i> available to clerks will support this process.
Amend the <i>Act</i> to consolidate rules between regular elections and by-elections specifying what must be different.	Section 65 By-elections	Should the <i>Act</i> continue to distinguish between regular and by-elections, then there must be more guidance and information on how these elections are run to ensure more consistency in how by-elections are run across the province.
Consider a threshold amount for registering as a third-party advertiser that is in line with provincial and federal thresholds.	Section 88.4 Third Party Advertisers	The process is cumbersome and may prevent smaller actors from engaging in the political process for fear of being labelled as a third-party advertiser.
Consider amending the deadline for third-party advertiser registration to be more reasonably in advance of an election.	Section 88.4 Third Party Advertisers	There are also timeline issues with registration. Allowing third-parties to register up to election day is problematic from an operations perspective when municipal staff's attention has shifted from paperwork to execution of voting.
Clarify the process for removing a name from the voters' list by a relative.	Section 24 Application for Name Change	Electors who move must fill out forms or go to a portal to update their residency and school support information, and despite improvements made to make this process easier, there will be electors who do not do this. Permitting clerks to remove names to voting day would allow for a cleaner voters' list.
Decouple school board support for electoral purposes from school support for assessment purposes.	<i>Education Act, 1990</i> and <i>Assessment Act, 1990</i>	Cumbersome rules across multiple acts can result in an elector being assigned an incorrect school board ballot which slows the voting process, frustrates the elector, and means more work for election officials.
Amend the <i>Education Act</i> to clarify who is a French-language rights holder and who is a separate school rights holder.	<i>Education Act, 1990</i> and <i>Assessment Act, 1990</i>	Clearer language around qualifications would help people understand whether or not they qualify as a candidate.



Recommendation	Legislative Reference(s) if applicable	Rationale
Clarify that school board trustee candidates must file their nomination papers in the municipality in which they reside.	<i>Education Act, 1990 and Municipal Elections Act</i>	School board boundaries cross municipal boundaries, and trustee candidates do not always submit their nomination papers within the municipality in which they reside, meaning clerks are left trying to figure out residential qualification as well. The complexity is burdensome for candidates and for municipal staff and must be addressed. Rules for elections need to be clear and straightforward.
Consider readjusting school board boundaries to align with municipal boundaries.	<i>Education Act, 1990 and Municipal Act</i>	Given the complications between jurisdictional boundaries, one consideration may be to better align school board boundaries with municipal boundaries.
Conduct a review of identification requirements in the regulation and consider the availability of digital and hard copy identification as well as identification challenges for segments of Ontario voters.	O Reg. 304/13 Voter Identification	There are numerous ways people carry identification requirements and there are segments of the population without proper identification. The Province has also been working on digital identity which needs to be accounted for.





The Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) represents excellence in local government, management and leadership. Over the past 85 years, AMCTO has provided education, accreditation, leadership, and management expertise for Ontario municipal professionals. With 2,200+ members working in municipalities across the province, AMCTO is Ontario's largest association of local government professionals, and the leading professional development organization for municipal professionals.

Our mission is to deliver professional growth, networks, advocacy, and leadership to support and strengthen the knowledge, skills, and capabilities of municipal professionals now and into the future.

2680 Skymark Avenue, Suite 610
Mississauga, ON L4W 5L6

Telephone: (905) 602-4294
Email: amcto@amcto.com

www.amcto.com



Staff Report

To: Mayor Bazinet and Members of Council
Report From: Andrea Fisher, Director of Legislative Services/Clerk
Meeting Date: April 28, 2025
Subject: Request for Heritage Designation – 90 St. Patrick Street
Attachment(s): 1) Statement of Significance – 90 St. Patrick Street

Recommendation:

That Goderich Town Council consider the following motion for adoption:

That at the request of the property owner, that Goderich Town Council directs staff to commence the Part IV heritage process to designate 90 St. Patrick Street.

Report Summary:

That Council authorize staff to commence the process to designate 90 St. Patrick Street as a property of cultural heritage value or interest.

Background and Analysis:

Under the Ontario Heritage Act, municipalities can pass by-laws to formally designate properties of cultural heritage value or interest. Formal designation of heritage properties is one way of publicly acknowledging a property's heritage value to a community. At the same time, designation helps to ensure the conservation of these important places for the benefit and enjoyment of present and future generations.

Advantages of Designation:

- Designated buildings have been shown to retain their value during periods of economic downturn better than non-designated properties.
- Grants, interest-free and interest-reduced loans are available to owners of designated properties. Tax relief for heritage projects is available.
- Conservation of heritage properties has less impact on the environment than new construction in terms of energy required, and landfill and recycling of material.
- Conserving a heritage property is a sustainable practice which is crucial for economic competitiveness.
- Designating properties and/or restoring heritage buildings can increase tourism and create employment and income within the community.

- Cultural or natural heritage features are community assets which give identity and distinctiveness to the community. Designation of these features recognizes how much the community appreciates these unique features.
- Designation provides protection to the property from unsympathetic alteration or demolition. Alteration and even demolition can still occur, but the designation agreement provides more time for appropriate alternatives to be discussed.

Due to changes to the Province's Ontario Heritage Act that may make it more difficult for property owners to receive heritage designation, staff sent letters to owners of properties that were recognized as having important heritage characteristics that were potentially eligible for a heritage designation, asking for consideration of the same. As a result, the property owner of 90 St. Patrick demonstrated an interest to designate. Discussion took place at the Municipal & Marine Heritage Committee and Chair Vicky Culbert and Member Barry Page conducted research to present a draft Statement of Significance for the Committee to review at their January 29, 2025, meeting. The following motion was subsequently adopted at the meeting:

That the Municipal & Marine Heritage Committee approve the Statement of Significance for 90 St. Patrick Street and refer to Council for their consideration of moving forward with the heritage designation process.

As per the Ontario Heritage Act requirements, if Council approves the request to move forward with the designation process, a notice of intention to designate will be provided to the property owner and will be advertised in the Goderich Sun and Goderich Signal Star. A By-Law would subsequently come forward at a future Council meeting for adoption.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community

Financial Impacts and/or Source of Funding:

The financial impact of this process will be the advertising costs in the Goderich Sun and Goderich Signal Star newspapers.

Consulted With:

Municipal & Marine Heritage Committee

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Designation of 90 St. Patrick Street, Goderich, considered to be of cultural heritage value and/or interest under the provisions of Section 29 of the *Ontario Heritage Act*, R.S.O 1990, as amended.

Schedule 'A'

Identification

Historic Place Name 90 St. Patrick Street, Goderich, ON N7A 2L6

Recognition

Authority: Local Government (ON)
Recognition Type: Municipal Heritage Designation Part IV
Recognition Date: YYYY-MM-DD

Location

Location

Building Number: 90
Street Name: St. Patrick Street
Postal Code: N7A 2L6
Locality: Residential area in the Town of Goderich
Community: Town of Goderich
Upper Tier: County of Huron

Coordinates

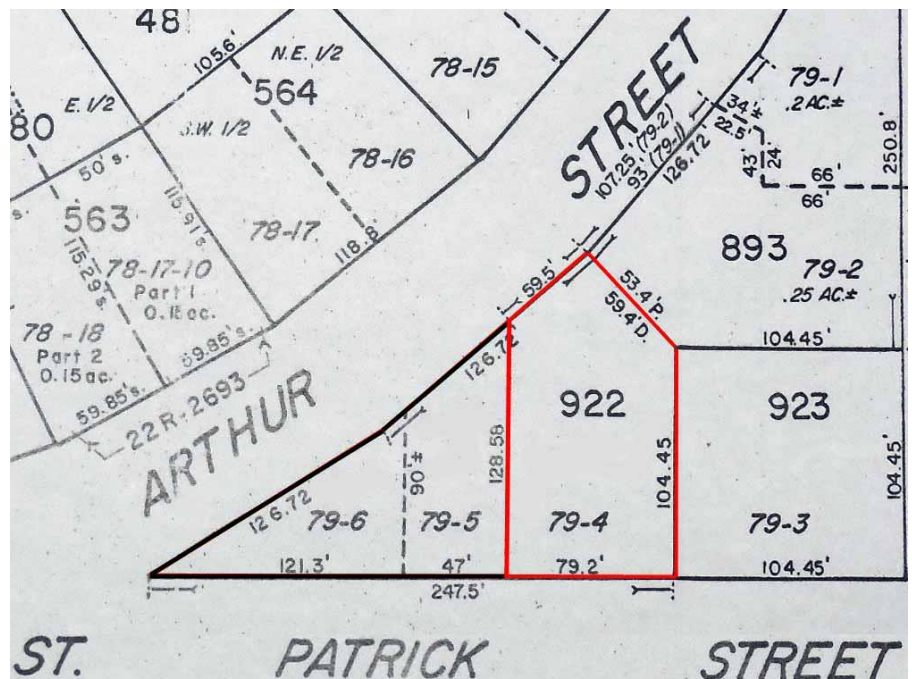
Unavailable at this time

Boundary Description

Boundaries

PLAN 457 LOT 922 Part 79-4. This parcel of land is bordered by Arthur Street to the north and St. Patrick Street to the south.

Reference: Figure 1 Assessment Map



Designation of 90 St. Patrick Street, Goderich, considered to be of cultural heritage value and/or interest under the provisions of Section 29 of the *Ontario Heritage Act*, R.S.O 1990, as amended.

Description

Statement of Significance

Description of Historic Place:

90 St. Patrick Street is located outside of the Town of Goderich three Heritage District areas. It has been listed as a potentially significant heritage site in the Town of Goderich for many years, quoting that such a home would be evident of a 'catalog house' for its era.

The house would likely have been built in the early years of the twentieth century. Unfortunately, the Town of Goderich does not have a record of exactly when the house was built or who built the house.

The house is one and a half-storeys tall, single detached, and located on a through lot with a moderate setback from the street. The exterior cladding is horizontal siding with the gable ends featuring ornate siding in a mixed pattern. The roof is asphalt shingles.

The house is a Victorian or Queen Anne-style high-gable home. Notable features include decorative gingerbread trim to the front porch, fish scale shingle cladding and the mixed pattern decorative gable end siding.

The house is located within the northwest quadrant of the Town of Goderich and promotes the residential streetscape of the area.

Cultural Heritage Value or Interest:

Design Value:

The property has design value because it is a rare example of an architectural style and construction method. The property has design value because it displays a high degree of craftsmanship or artistic merit.

Historical or Associative Value:

The property has historical or associative value because it has direct associations with a person who is significant to a community. Property owned by Miss Helen Videan, a well respected teacher in the community.

The property has historical or associative value because it demonstrates or reflects the work or ideas of an architect who is significant to a community.

Contextual Value:

The property has contextual value because it is important in defining and supporting the character of an area. The property has contextual value because it is visually linked to its surroundings.

Site

It is believed that Lot 922 was subdivided into three separate properties over the years.

Designer

If it is assumed that 90 St. Patrick Street home is a 'catalog house', it was designed by the catalog house supplier's architect. Of note in the T. Eaton advertised Catalog Homes from 1901 to 1910, Modern Home No. 132 – priced at \$4,080.00 – does have a similar floor plan.

Craftsmanship and Materials

The foundation is built of evenly coursed stone. Of particular note is the decorative wooden gingerbread trim to the front porch, fish scale shingle cladding and the mixed pattern decorative gable end siding.

Designation of 90 St. Patrick Street, Goderich, considered to be of cultural heritage value and/or interest under the provisions of Section 29 of the *Ontario Heritage Act*, R.S.O 1990, as amended.

Windows & Interior

Asymmetric front façade incorporates a large bay window with three wood framed double hung windows. Wood framed double hung windows in both storeys, with outside wooden louvred shutters installed on the first floor side and rear windows.

The house's one and a half-storey interior contains a staircase from the first floor up to the second floor. All original interior woodwork is intact and unblemished with paint or similar coatings.

The original doors (front and side) are works of art in their own right.

Character Defining Elements

Elements that contribute to the historical or associative value of 90 St. Patrick Street, Goderich include:

- possible unique 'catalog house.'
- Victorian or Queen Anne-style high-gable architectural style
- built on a foundation of evenly-coursed stone.
- features decorative gingerbread trim to the front porch, fish scale shingle cladding and mixed pattern decorative gable end siding.
- original interior woodwork intact and unblemished.

Function Category and Type

Images

Image 1

Image type: Contemporary photograph

Caption: 90 St. Patrick Street Exterior 2024

Description: Of note is the extent of the front porch with decorative gingerbread trim and front asymmetrical façade with fish scale shingle cladding and mixed pattern decorative gable end siding.

Copyright: Town of Goderich

Image 2

Image type: Contemporary photograph

Caption: 90 St. Patrick Street Exterior 2024

Description: Of note is the foundation of evenly-coursed stone, and bay window with decorative gingerbread trim.

Copyright: Town of Goderich

Image 3

Image type: Contemporary photograph

Caption: 90 St. Patrick Street Exterior 2024

Description: Of note is the rear first floor plan and wood framed double hung windows in both storeys, with outside wooden louvred shutters installed on the first floor side and rear windows.

Copyright: Town of Goderich

Designation of 90 St. Patrick Street, Goderich, considered to be of cultural heritage value and/or interest under R.S.O the provisions of Section 29 of the *Ontario Heritage Act*, 1990, as



amended.

Image 1 Image 2

Image 3



Resources

Location of Documents: Town of Goderich, Town Hall, 57 West Street, ON N7A 2K5

Collections: –

Related Link:

URL: <https://www.goderich.ca/en/my-goderich/heritage-landing.aspx>

Type: Local Government Website

Description: Town of Goderich Website

Management

Ownership Type: Public (Local)

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Deanna Hastie, Director of Corporate Services/Treasurer
Meeting Date: April 28, 2025
Subject: Building Permit Report 2024

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

The purpose of this annual report is to satisfy the annual reporting requirements for Building Services, as outlined in the Ontario Building Code Act, SO 1992, C23, as amended.

Background and Analysis:

The Ontario Building Code Act, SO 1992 C23, as amended, Section 7(2) prescribes that the total amount of fees authorized for the application and issuance of permits, for maintenance inspections and orders must not exceed the anticipated reasonable costs of the municipality to administer and enforce the Act in its area of jurisdiction.

The Ontario Building Code Act, SO 1992 C23, as amended, Section 7(4) prescribes that a municipality is required to prepare a report every twelve (12) months that contains information about fees prescribed for the application and issuance of permits, for maintenance inspections and orders and costs of the municipality to administer and enforce the Act in its area of jurisdiction.

The Ontario Building Code Act, SO 1992 C23, as amended, Section 7(5) prescribes that the annual report is to be made available for the public.

The report referred to in Subsection 7(4) of the Act shall contain the following information in respect of fees authorized under Clause 7(1)(c) of the Act:

- a) total fees collected in the 12-month period ending no earlier than three months before the release of the report,
- b) the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),
- c) a breakdown of the costs described in Clause (b) into at least the following categories:
 - direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and

- indirect costs of administration and enforcement of the Act, including support and overhead costs, and
- d) if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a),

2024 Building Permit Statistics – as reported to Council January 13, 2025

Permit Type	Number of Building Permits Issued	Number of Plumbing Permits
Residential	68	78
Residential – Demolition	2	
Commercial	13	80
Commercial – Demolition	2	
Industrial	3	21
Government – Institutional	10	12
Total	98	191

2024 Financial Performance

	Budget	Actual	Variance
Total Revenues	\$153,000	\$403,470 **	\$250,470
Direct Expense			
Compensation	\$232,133	\$231,341	(\$ 792)
Other	\$36,900	\$ 28,705	(\$ 8,195)
Indirect Expense	0	0	0
Total Expenses	\$269,033	\$260,046	(\$ 8,987)
Transfer to/(from) Reserve Fund	(\$116,033)	\$143,425	\$259,458
Annual Building Permit Surplus/(Deficit)	\$0	\$0	\$0

**Reflects building permit fees collected in 2024. A new public sector accounting standard PSAB 3450 is effective for the 2024 fiscal year which requires that revenue associated with activities that occur in the future such as building permit inspections must be deferred to the period in which the activity takes place. The impact on the 2024 results may be to defer some revenue to a future year, thereby reducing the amount of revenue recognized in 2024. The level of such adjustment is unknown at this time.

2024 Building Rate Stabilization Reserve Fund activities are outlined below:

Opening Balance	\$559,335
Interest	\$ 19,105
Transfer to/from Reserve Fund	\$143,425
Ending Balance	\$721,865

Linkage:

No direct link to the Strategic Plan

Financial Impacts and/or Source of Funding:

The financial impact is as reported above.

Consulted With:

Jason Dykstra, Building Services Manager/Chief Building Official

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Dave Duncan, Municipal Law Enforcement Manager
Meeting Date: April 28, 2025
Subject: Parks and Facilities By-Law
Attachment(s): 1) Municipal Parks and Facilities By-Law 98 of 2020
2) Amending By-Law 42 of 2025

Recommendation:

That Council receive this report for information;

And That Council approve the amendments to the Parks and Facilities By-Law and consider approval of By-Law 59 of 2025.

Report Summary:

This report clarifies the definition of a term used in the By-Law and adjusts the size of a shade tent requiring a permit from the Building Services Manager/Chief Building Official.

Background and Analysis:

Adjusting to meet changes to the Building Code.

Section Updates:

1. DEFINITIONS

Adding a definition for:

“Handbill” means a small, printed advertisement or other notice distributed by hand.

2. PROHIBITIONS

Currently reads:

18.14 Special events requiring the use of shade tents larger than 10 square metres require a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official, dependent on the duration and location of the tent.

To be replaced to read as follows:

18.14 Special events requiring the use of shade tents larger than 15 square meters require a permit from the Building Services Manager/Chief Building Official and must be authorized by the Director of Community Services, Infrastructure and Operations. Permits are under the discretion of the Building Services Manager/Chief Building Official dependent on the duration and location of the tent. No person shall erect such tent without permission.

Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

Sean Thomas, Director of Community Services, Infrastructure and Operations
Jason Dykstra, Building Services Manager/Chief Building Official

Approved By:

Janice Hallahan, Chief Administrative Officer
Andrea Fisher, Director of Legislative Services/Clerk



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 98 OF 2020

A BY-LAW TO REGULATE AND TO PROMOTE RESPONSIBLE ENJOYMENT AND USE OF MUNICIPAL PARKS AND FACILITIES IN THE TOWN OF GODERICH

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. DEFINITIONS

“Barbeque” means an appliance using a portable gas cylinder or charcoal, wood, or other sold-fuel, including a hibachi, a permanent structure designed and intended solely for the cooking of food in the open air and other similar designs intended for the cooking of food in the open air.

“Boat” means any craft or ship (wind or sail) which is propelled on the water by any mechanical or manual means.

“Camping” means to camp, lodge, or otherwise encamp with or without a tent or other form of shelter anytime, and shall include taking up temporary or permanent abode.

“Council” shall mean the Town Council for the Town of Goderich.

"Designated Swimming Area" shall mean any area of water marked off by the Town of Goderich for public swimming.

"Disabled Person" means a person who has a physical or mental condition that limits movement, senses or activities.

"Disabled Person's Vehicle" means any vehicle operated by a disabled person; a vehicle in which a disabled person is a passenger; or a vehicle which is used to transport a disabled person and in which a valid disabled person's parking permit is displayed.

“Drug Paraphernalia” – means any good, products, equipment, things, or materials of any kind primarily used or intended to be primarily used to produce, process, package, store, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance as defined in Schedules I, II, or III of the Controlled Drugs and Substances Act (R.S.C. 1996, c.19) as may be amended from time to time.

“Firearm” means a barrelled weapon from which any shot, bullet or other projectile can be discharged and is capable of causing serious bodily injury or death and includes air guns, spring guns, pellet guns, or paintball guns and includes possessing any bows or arrows or discharging of arrows.

“Liquor” means spirits, wine and beer or any combination of them and includes any alcohol in a form appropriate for human consumption as a beverage, alone or in combination with any other matter.

“Littering” means the discharge of litter, refuse, garbage or waste.

“Loiter” means to linger, stand around, idle, hangout, or similar action.

“Municipal Law Enforcement Officer” means a person that has been duly authorized by Council to enforce all municipal by-laws and includes any Police Officer appointed pursuant to the Police Services Act.

“Motorized Vehicle” and shall also include any off road vehicle, e-bike or any other vehicle propelled or driven by means other than muscular power but does not include a wheelchair or device used to assist persons with disabilities.

"Overnight Parking" shall mean between the hours of 11 PM and 6 AM local time.

"Parking Area" shall mean land that is physically laid out and/or improved for the parking of vehicles, and that may or may not be designated by an official sign for such purposes.

“Parking permit” means a disabled person parking permit issued under the Highway Traffic Act a permit, number plate or other marker or device issued by another jurisdiction and recognized under the Act.

“Park” shall mean a playground, recreational area (including but not limited to Courthouse Square and Maitland Woods), playing field, ball diamonds and sports field (i.e. Bannister Park), waterfront within the Town of Goderich’s jurisdiction, and all built structures and features contained within such parks, including but not limited to: washrooms, storage buildings, playgrounds, splash pads, gardens, pedestrian walkways or any other area owned, leased or used by the Corporation of the Town of Goderich and devoted to active or passive recreation and includes any lane or walkway, stairs or public parking area leading thereto.

“Pavilion Reservation Form” shall mean an agreement between a person or group(s) and the Corporation of the Town of Goderich authorizing the use of and activity in a park or facility as required under this By-Law.

“Person” means any individual, association, firm, partnership, corporation, agent or trustee and the heirs, executors, or other legal representatives of a person to whom the context can apply according to law.

"Posted Area" shall mean an area where any sign or other device is placed or erected in or upon any area in a park under the authority of this by-law, relating to the portion of the park set forth upon the sign or other device.

“Recreational Area” shall mean land that is designed, constructed and designated for recreational activities such as bird watching, bike riding or hiking.

"Roadway" or "Path" shall be construed to mean any travelled portion maintained for vehicle use by the general public, and without limiting the generality of the foregoing including those areas maintained for parking of vehicles of the general public, except where posted as a service road for Parks vehicles only.

“Service Animal” means an animal trained by a recognized school for service for a person with a disability.

“Smoke or Smoking” and/or “Vaping” means smoking or holding of lighted tobacco; lighted cannabis; lighted, heated or otherwise activated smoking/vaping equipment in any form (including, but not limited to hookahs, waterpipes, pipes, e-cigarettes, or any other devices).

“Splash Pad” means any splash pad under the jurisdiction of the Corporation of the Town of Goderich.

“Sports Field” means an area in a park set aside for sport use (e.g. Bannister Park), such as baseball, soccer, football and cricket, requiring an open field space.

“Tent” means any portable temporary shelter or dwelling that is designed using canvas, plastic, nylon or the like, supported by one or more poles of a frame and often secured in or to the ground.

“Town” means the Corporation of the Town of Goderich.

“Vessel” means any ship, boat, jet ski, or other motorized marine vessel.

“Waste” means all domestic and commercial waste or refuse including but not limited to waste or refuse originating from a motor vehicle, dwelling, trailer, vessel, building, commercial establishment, or person and shall be used interchangeably with the words rubbish, litter, trash, debris and garbage.

“Waterfront” shall mean that area of the Town of Goderich between the top of the slope and the water’s edge which is located to the South of the North edge of the South Pier and to the south limit of the Corporation of the Town of Goderich. It will also include all beach pavilions (Main Beach building, Pavilion 2, Pavilion 3 and Rotary Cove), walkways, playgrounds, and any other built environment or feature associated with the beach.

2. INTERPRETATION

- 2.1. In this By-Law, a word interpreted in the singular number has a corresponding meaning when used in the plural.
- 2.2. The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

3. MUNICIPAL ENFORCEMENT OFFICER

- 3.1. A Municipal Enforcement Officer is authorized and empowered by Council to inspect, compel, and require that all the regulations and provisions prescribed in this By-law are carried out.
- 3.2. No person shall unreasonably obstruct or prevent a Municipal Enforcement Officer from carrying out his or her duties as prescribed in this By-Law.

4. ANIMALS

- 4.1. The regulations for the care and control of animals in municipal parks shall be as per the Town of Goderich Animal Control By-Law, as may be amended.
- 4.2. No person being the owner or having care and custody of a domestic animal shall permit such animal to run at large in any park or facility, except in a designated area.
- 4.3. No person being the owner or having care and custody of a domestic animal shall permit such animal to enter a designated swimming area, splash pad, garden, playground, sports field, baseball diamond, facility or any other area posted to prohibit same.
- 4.4. No person shall allow a domestic animal to be on any beach or park, except in a designated area.
- 4.5. No person being the owner or having care and custody of a domestic animal shall allow it to disturb the enjoyment of any person, or to cause injury or damage to any person, other animals or property.
- 4.6. While in any park, every owner or person having care and control of a domestic animal shall immediately remove and lawfully dispose of any feces left by the animal.
- 4.7. No person shall ride a horse in a park, on the beach or prohibited area.
- 4.8. Subsections 3.3 and 3.4 shall not apply to a person with a service animal.

5. CLOSURE

- 5.1. All shall be deemed closed between the hours of 11 pm of one day and 6 am of the next day, with the exception of the Skatepark located at Bannister Park which shall be closed between the hours of 9 pm and 6 am the next day.
- 5.2. The Director of Operations or designate may, at any time and at his or her discretion, temporarily or permanently close to the public a facility, park, a portion of a park or building due to inclement weather or other circumstances deemed appropriate by the Director of Operations. Where the Director of Operations has temporarily or permanently closed to the public a facility, park, trails, stairs, a portion of a park or a building in a park, no person shall remain in or enter the closed area. Once able, the Director of Operations or designate shall notify the Head of Council and the Chief Administrative Officer of the Town of any such closures.
- 5.3. No person shall:
 - 5.3.1. Enter, loiter, go camping or be within a park while it is closed;
 - 5.3.2. Climb, walk, or sit upon any Town-owned or maintained wall, fence, building, structure, tower, or planter unless it is provided for that purpose and open for public use;
 - 5.3.3. Obstruct access to any person or vehicle on or to a public place or park;
 - 5.3.4. Interfere with, obstruct, or otherwise disturb any person in a public place or park;
 - 5.3.5. Enter onto a park, public place, or any Town owned building, structure, or property where prohibited by signage;
 - 5.3.6. Park any vehicle in the designated parking area of a park, beach or public place or on a road access to same, between the hours of 11 pm of one day and 6 am of the next day;
 - 5.3.7. Launch or land any motorized vessel from any public beach unless by means of a facility provided for such a purpose.

6. CONSERVATION

- 6.1. **Vegetation** - No person shall cut, break, burn, injure, foul, move, disrupt, remove, pollute, mark, inscribe, paint, deface, mutilate, or otherwise destroy or damage any tree, shrub, plant, turf, flower, or any natural or cultivated vegetation in any park, beach, waterfront, or public place, remove any wood, turf, grass, soil, rock, sand, or gravel in any such park except by the authority of the Council.
- 6.2. **Water** - No person shall in any way foul, pollute, or divert any fountain, pool, lake, reservoir, stream, river or sea.
- 6.3. **Soil** – No person shall in any way foul, pollute, remove, or alter any soil, dirt, sand, or similar material in any park, beach, or public place.
- 6.4. **Animals** – No person shall molest, disturb, frighten, injure, kill, catch, trap or ensnare any bird or animal, wild or domestic.
- 6.5. **Minerals** – No person shall paint, or otherwise deface or mutilate any rock within or in view of any public place or highway.
- 6.6. No person shall wilfully remove, deface, or otherwise damage any of the gates, lock, bolts or fences of the parks or any of the seats, or benches, buildings, signs or other property or equipment placed by the Council in any park for the convenience of the public or any other town property contained in any park.
- 6.7. No person shall walk on any part of any park property where warned by signs not to do so.

7. ENFORCEMENT

- 7.1. Goderich's Municipal Law Enforcement Officer(s) or designate shall enforce all sections of this by-law.

- 7.2. This by-law shall be enforced by Provincial Offences Officer(s) designated under the Smoke-Free Ontario Act, Municipal Law Enforcement Officer(s), Police Officer, or any other person appointed by Council to enforce the by-laws of the County of Huron.

8. EXEMPTIONS

- 8.1. The provisions of this by-law shall not apply to the Town of Goderich or its agents, employees or contractors during the course of performing their duties in relation to Park construction, maintenance or other necessary activities.
- 8.2. The provisions of this by-law shall not apply to bona fide emergency service providers.

9. FEES

- 9.1. The Town may require the payment of a fee by a person desiring to enter into any park or facility. If a park or facility has been closed for a municipally significant event, authorized by Council, then admission to a park or facility must be provided by the person in the form of a ticket or a wrist ban. If a ticket or wrist ban has not been purchased in advance, a person wishing to gain access to the closed park or facility, may purchase said ticket or wrist ban from a person duly authorized by Council.

10. GENERAL

Noise

- 10.1. No person shall engage in loud, boisterous, threatening, abusive, insulting or indecent language. or engage in any disorderly conduct or behaviour in a park, facility or adjacent parking lot, which may disturb or tend to disturb the peace, quiet, rest, enjoyment, comfort and/or safety of persons in which such sound or noise or behaviour is received or displayed.
- 10.2. No person shall engage in any activity so as to interfere with or become a nuisance to the general public using the park or facility.

Possession of Drug Paraphernalia

- 10.3. No person shall be in possession of drug paraphernalia in a public place.
- 10.4. Where any person is in possession of drug paraphernalia in contravention of Section 9.7 of this By-Law, such drug paraphernalia may be seized by the Municipal Law Enforcement Officer and transferred to the custody of a police officer.

Public Indecency

- 10.5. No person shall within or in view of a public place:
- 10.5.1. Urinate or defecate unless in a Town-owned facility provided for that purpose such as a Public Washroom facility;
- 10.5.2. be nude or unclothed; or
- 10.5.3. be intoxicated.

Smoking and Vaping

- 10.6. In addition to the prohibitions in Smoke-Free Ontario Act, 2017 (SFOA, 2017), no person shall smoke, vape or hold lighted tobacco or cannabis or related inhalation products in any form in a park, sports field, facility or the Town's waterfront.
- 10.7. In accordance with the Smoke-Free Ontario Act, 2017, exceptions can be made for the traditional, ceremonial use of tobacco by Aboriginal persons in appropriately designated spaces.

Other

- 10.8. Special events requiring the use of shade tents larger than 10 sq. metres or 10 feet by 10 feet requires a permit from the Chief Building Official and be authorized by the Director of

Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

- 10.9. No person shall use a generator or other such devices that are powered by gas, diesel, propane or any other fuel in any park.
- 10.10. In addition to the prohibitions in the Liquor Licence and Control Act, 2019, except under the authority of a license or permit, no person shall possess or consume open liquor in any form in or from a park, sports field, facility or at the Town's waterfront.

11. HOURS OF OPERATION

- 11.1. No person shall:
 - 11.1.1. Remain in or enter into any park between the hours of 11 PM and 6 AM except as a participant or spectator of a function approved by Council;
 - 11.1.2. Remain in the park upon completion of an activity as a participant or spectator of any function between the hours of 11 PM and 6 AM; or
 - 11.1.3. Enter any place where a sign prohibiting admittance or trespassing is displayed or where admission is otherwise prohibited or restricted.

12. OFFENCES AND PENALTIES

- 12.1. Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as amended.
- 12.2. Where a person has been convicted of an offence under this by-law,
 - The Ontario Court of Justice; or
 - Any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed towards the continuation of repetition of the offence.

Every person who acts in contravention of this by-law so as to cause the Municipality to incur costs due to his or her actions shall, in addition to any penalty provided for herein, be liable to the Municipality for all expenses incurred for the purpose of repairing or replacing damaged property or removing unauthorized materials, and such expenses may be recovered by court action or in a like manner as municipal taxes.

13. REMOVAL OF PERSONS

- 13.1. A Municipal Law Enforcement Officer may order a person to leave a public place or park if that person is:
 - 13.1.1. Acting in contravention of this or any other By-Law;
 - 13.1.2. Acting in contravention of a provincial or federal enactment; or
 - 13.1.3. Causing a disturbance, nuisance, or breach of the peace.
- 13.2. Every person ordered to leave a public place or park by a Municipal Law Enforcement officer must proceed immediately to the nearest exit point.
- 13.3. No person who has been ordered to leave a public place by a Municipal Law Enforcement Officer shall re-enter or be within that public place or park within 24 hours of such an order.

14. ASSEMBLIES and SPECIAL EVENTS

- 14.1. No person shall organize, manage, promote or advertise an assembly or special event on Town-owned property, parks, public places, highways, or the waterfront without a Special Events Permit.

15. PAVILION RESERVATION FORM (RENTAL AGREEMENT)

- 15.1. A person desiring to reserve a park or facility for an activity or other use for which a Pavilion Reservation Form (Rental Agreement) is required under this By-Law shall follow the established booking procedure by contacting Town Hall Administration staff in advance of the proposed activity or use, and by completing a Pavilion Reservation Form, a copy of which is attached to this By-Law, and by paying the prescribed rental fee set out in the Town's Fee By-Law, that is subject to change from time to time.
- 15.2. Every person shall comply with the conditions of the Pavilion Reservation Form issued for use of a park or facility. The Director of Operations or designate may revoke the permit of any person or group who fails to comply with the terms and conditions of the Pavilion Reservation Form or violates any provision of this By-Law or other municipal by-law or policy or provincial or federal laws and regulations.
- 15.3. The issuance of a Pavilion Reservation Form shall not relieve any person from complying with all applicable municipal, provincial and federal laws and regulations in force from time to time, including any requirement to possess an additional license or Pavilion Reservation Form in respect of the activity upon or use of a park or facility permitted by the Pavilion Reservation Form.

16. POLLUTION

- 16.1. No person shall, in a park or facility:
 - 16.1.1. Throw down, drop, leave or otherwise deposit any waste, except in a receptacle provided by the Town or its agent for that purpose;
 - 16.1.2. Throw down, drop, leave or otherwise deposit or strew any refuse, waste paper, wrapper, container, garbage (household or otherwise);
 - 16.1.3. Deposit or otherwise leave any paint, grease, oil or any hazardous material that has an odour or appearance found to be offensive by users;
 - 16.1.4. Undertake any maintenance activities or alter existing grounds or facilities unless authorized to do so by the Director of Operations, or designate; or
 - 16.1.5. Drop, discharge, dump or otherwise leave any construction material, earth, dirt, rock, snow, stone or any other materials in a park, facility, or in any ravine, slope, or other land access way to a park except with the written consent of the Director of Operations.

17. BARBEQUES

- 17.1. While in a park, no person shall;
 - 17.1.1. Use a barbeque where posted signage prohibits the same.
 - 17.1.2. Leave a barbeque unsupervised.
 - 17.1.3. Use a barbeque powered other than by propane or gas; or
 - 17.1.4. Dispose or dump embers or ashes anywhere in a park or along the waterfront.

18. PROHIBITIONS

- 18.1. No person shall in any park make or kindle any open fire for any purpose in any such park except in such places provided therefor.
- 18.2. No person shall be in possession of or use any firearm; this prohibition shall not apply to a Police Officer, an employee of the Town, or such other persons that are providing authorized contractual services to the Town, while engaged in the performance of their duties.

- 18.3. No person shall in any park set off any fireworks in any park unless during an organized firework display, which conforms to the Safety Standards, laid down for such events; and then only after permission has been given in writing by the Council.
- 18.4. No person shall in any park sell or offer for sale or expose any merchandise, or other articles or anything for immediate or future delivery, or any art, skill, or service to be exercised or performed immediately or in the future, without the written consent of the Council.
- 18.5. No person shall in any park practice, carry on, conduct or solicit for any trade.
- 18.6. No person shall in any park play or engage in any team game except in those parks or parts of parks set apart for that purpose.
- 18.7. No person shall erect or operate an amusement device or inflatable device regulated pursuant to Technical Standards and Safety Act, 2000, Ontario Regulation 221/01 unless authorized by the Special Events Coordinator or delegate.
- 18.8. No person shall in any park distribute or post any handbills or circulars without the written consent of the Council.
- 18.9. No person shall in any park play golf, strike or drive any golf ball, or use golf clubs or other like equipment.
- 18.10. No person shall be within a park or waterfront for the purpose of camping, (ie sleeping on a picnic table, park bench, ground, temporary shelter) except when authorized by Council.
- 18.11. No person shall install or erect any temporary or permanent tent, tarp, or shelter of any kind, or park a trailer of any type or recreational vehicle (RV) of any kind, in any park or recreation area unless duly authorized by Council.

EXCEPTION: a tent commonly referred to as a pop up beach tent, sun shade, or canopy tent which has an area of no more than 10 square meters, intended to provide shelter during a sporting event or other park activities and such tent is open on one or more sides
- 18.12. RV's or Trailers of any type are prohibited at the Waterfront June 1 through September 15 except in C7-1 zones designated for RV Parking (former Canadian Pacific Lands, now owned by the Town of Goderich).
- 18.13. RV parking permitted in signed designated area (East side of Cove Rd north of Cove Beach parking lot) of Sept 15- June 1.
- 18.14. Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.
- 18.15. No person shall use the Performance Stage at Courthouse Park or the Band Shell in Lions Harbour Park without first checking with the Town's Special Events Coordinator to ascertain if any other group or person has previously arranged for use of these facilities.
- 18.16. No person shall in any park post signs of any kind, printed or otherwise, on fences, trees, lamp standards, poles, buildings, structures, electrical transmission units, benches, picnic tables, flower planters, or equipment of any kind in any park.
- 18.17. No person shall in any park use any underwater spear or shooting device in any bathing beach or waters adjacent thereto.

- 18.18. No person shall in any park operate or launch any type of boat (power or sail) or a surfboard, paddleboard, kayak, canoe or windsurfing board within 30 metres of any area designated as a swimming area.
- 18.19. No person shall in any Park, moor, park, anchor or leave any type of boat (power or sail) inside any area designated as a swimming area unless duly authorized by Council.
- 18.20. No person shall, in the Courthouse Square, Lions Harbour Park or Victoria Park, hold any event or make any loud noise between the hours of 11 PM and 6 AM the next day.
- 18.21. No person shall loiter in any public washroom, change room, or conduct themselves in such a manner as to be objectionable to another person using, or in the vicinity of, said washroom or change room.
- 18.22. No person shall use a public address system or other device or equipment for amplifying sounds in a park or recreation area unless authorized by Council; and
- 18.23. No person shall allow a hot air balloon to land or take off from a park, except in emergency situations only or without prior approval from Council;

19. SIGNS

- 19.1. The Council is authorized to place or erect and to maintain such official signs as are required to give effect to the provision of this by-law or as required to warn or guide the public for reasons of safety. No person shall contravene any rule, notice or regulation posted in a park on the authority of the Town and/or Council.

20. VEHICLES (MOTORIZED)

- 20.1. No person shall drive or ride or be in the care or control of any vehicle on any area, roadway or path in any park, which is not intended to be used for such purpose, or which has any sign showing that such roadway or path intended to be used for vehicular traffic in any other direction than that indicated by the signs placed thereon by the Council.
- 20.2. No person shall drive or operate any snowmobile or other motorized snow vehicle in any park without prior permission, in writing, from the Council with the exception of Optimist Park where snowmobiles shall be authorized to use the travelled portion of the roadway.
- 20.3. No person shall stand any vehicle upon any part of any road, driveway or parking lot in any park in such a manner as to cause congestion to traffic or in any other way cause any obstruction of such road or driveway, with the exception of emergency vehicles.
- 20.4. No person shall park any vehicle in any park except in areas designated for parking purposes.
- 20.5. No person shall park overnight in any park unless permission has been granted by Council, except that cars and trucks rated smaller than 1 ton may park in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot overnight, however, no person shall park a vehicle in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot for a period longer than 24 hours.
- 20.6. No person shall use any part of a park for the purpose of washing, cleaning, polishing, servicing, maintaining any vehicle or, except in the event of an emergency, repair any vehicle.
- 20.7. Speed limit in parks shall be 30 km per hour except the continuation of north Harbour Road that is located on the North Wharf shall be 50 km per hour and signs shall be posted at the entrances indicating this limit.
- 20.8. Clauses 16.1, 16.2, 16.3, 16.4 and 16.9 do not apply to vehicles transporting materials for use by the Parks or Public Works employees; police, fire, or ambulance vehicles when being operated in accordance with those duties, or in an emergency, to any other vehicles.

- 20.9. All motorized vehicles, excluding emergency vehicles, are prohibited from that area of park known as Main Beach, St. Christopher's Beach & the Rotary Cove which is located from the toe of the slope in the east, the water's edge in the west, the limit of the Town of Goderich.
- 20.10. No person shall, in any parking space that is designated by signs as being reserved for a disabled person's vehicle park any vehicle except a disabled person's vehicle. If there is no Service Ontario issued accessible parking permit displayed on the dashboard of the vehicle, then the vehicle will be towed at the owners expense.
- 20.11. The operator of a vehicle in any park shall ensure that no excessive or unusual noise is caused at any time by the vehicle.
- 20.12. No person shall park in any space that is designated by sign(s) as being reserved for vehicles using the Town boat launching ramps without purchasing and displaying a valid ramp use permit.
- 20.13. No person, other than a person authorized to do so, shall park in any space in the Town Hall parking lot that is designated by signs as being reserved.
- 20.14. No person shall drive, ride or operate a vehicle in violation of posted signs in any municipal park.
- 20.15. No person shall park at any parking space in such a manner as to obstruct the use of any adjoining parking space, or, where there are markings for any such parking space, in any manner not in conformity with the same in a park or at the Town's Waterfront.
- 20.16. A Police Officer or Municipal Enforcement Officer upon discovery of any vehicle parked, stopped or standing in contravention of this By-Law may cause it to be moved or taken to and placed or stored in a suitable place and all costs and charges for removing, care, and storage thereof, if any, are a lien upon the vehicle which may be enforced in the manner provided by the *Repair and Storage Liens Act*, R.S.O. 1990, Chapter R.25, as amended.
- 20.17. There is no alcohol allowed in any parks, recreational areas, sports fields, waterfront pursuant to the Municipal Alcohol Policy, unless duly authorized by Council.
- 20.18. No person shall, while in a park, fail to follow the instructions of a Municipal Enforcement Officer when directed to do so, when such directions are in the interests of that persons, or other persons health or safety or for the protection or preservation of the park.
- 20.19. If a provision of this by-law conflicts with an Act or a Regulation, the provision that is most Restrictive shall prevail.
21. That By-Law No. 76 of 1989 and all other by-laws and resolutions inconsistent with this by-law are hereby repealed.

22. SEVERANCE

- 22.1. If any portion of this By-Law is declared ultra vires by a court of competent jurisdiction, that portion shall be deemed to be severed from the By-Law to the intent that the remainder of the By-Law shall continue in full force and effect.

23. SHORT TITLE

- 23.1. This by-law may be referred to as the "Parks and Facilities By-Law".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF SEPTEMBER, 2020.

MAYOR, John C. Grace

CLERK, Andrea Fisher

**THE CORPORATION OF THE TOWN OF GODERICH
PART 1 PROVINCIAL OFFENCES ACT**

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OF DEFINING OFFENCE	COLUMN 3 SET FINE
1.	Permit an animal to run at large in park or facility, except in designated area	Section 4.2	\$250.00
2.	Permit an animal in any other area posted to prohibit the same	Section 4.3	\$250.00
3.	Allow a domestic animal on the beach or park	Section 4.4	\$250.00
4.	Allow a domestic animal to disturb, injure or damage	Section 4.5	\$400.00
5.	Failure to remove or dispose of feces	Section 4.6	\$250.00
6.	Ride a horse in a park, beach or prohibited area	Section 4.7	\$250.00
7.	Enter or remain in temporary or permanently closed facility, park or building	Section 5.2	\$250.00
8.	Camping in closed park	Section 5.3.1	\$250.00
9.	Climb, walk or sit on Town-owned or maintained property	Section 5.3.2	\$250.00
10.	Obstruct access to person or vehicle	Section 5.3.3	\$250.00
11.	Interference of person	Section 5.3.4	\$250.00
12.	Enter sections of park where prohibited	Section 5.3.5	\$250.00
13.	Launch or land motorized vehicle on beach	Section 5.3.7	\$250.00
14.	Cut or remove vegetation including wood or other material in parks	Section 6.1	\$250.00
15.	Foul water	Section 6.2	\$250.00
16.	Pollute or remove soil	Section 6.3	\$250.00
17.	Disturb animals	Section 6.4	\$250.00
18.	Deface rocks	Section 6.5	\$250.00
19.	Remove, damage or deface any building, equipment or property of the Municipality	Section 6.6	\$400.00
20.	Unlawfully engage in abusive or threatening language or disorderly conduct	Section 10.1	\$250.00
21.	Unlawfully engage in an activity interfering	Section 10.2	\$250.00

	with general use of park		
22.	Possession of drug paraphernalia	Section 10.3	\$250.00
23.	Public indecency	Section 10.5	\$500.00
24.	Smoke, vape or hold any lit tobacco or cannabis in a park or facility	Section 10.6	\$250.00
25.	Use a generator or other such fuel powered device in a park	Section 10.9	\$250.00
26.	Having liquor in open container in unauthorize place	Section 10.10	\$100.00
27.	Remain in or enter a park between 11 PM and 6 AM	Section 11.1.1	\$250.00
28.	Enter a park or facility where admission is prohibited or restricted	Section 11.1.3	\$250.00
29.	Organize, manage, promote or advertise an assembly or special event without a permit	Section 14.1	\$500.00
30.	Fail to deposit waste and food in a receptacle	Section 16.1.1	\$250.00
31.	Deposit household waste in park	Section 16.1.2	\$250.00
32.	Deposit, dump or discharge hazardous materials in a park or on an access way to park	Section 16.1.3	\$400.00
33.	Use a barbeque in undesignated location	Section 17.1.1	\$250.00
34.	Leaving a barbeque unsupervised	Section 17.1.2	\$250.00
35.	Use any solid fuel barbeque	Section 17.1.3	\$250.00
36.	Dumping embers or ashes anywhere in a park or waterfront	Section 17.1.4	\$400.00
37.	Dumping hot embers or ashes into garbage receptacle for Town	Section 17.1.5	\$400.00
38.	Start fire in park except where permitted	Section 18.1	\$250.00
39.	Carry any firearm or bow and arrows in a park	Section 18.2	\$500.00
40.	Set off fireworks in a park without written permission	Section 18.3	\$500.00
41.	Sell or market any merchandise in a park without written permission	Section 18.4	\$250.00

42.	Practice any trade in a park	Section 18.5	\$250.00
43.	Play team game in area not set apart for that purpose	Section 18.6	\$250.00
44.	Erect or operate inflatable or amusement device	Section 18.7	\$250.00
45.	Distribute hand bills without written permission	Section 18.8	\$250.00
46.	Hit golf balls in park	Section 18.9	\$250.00
47.	Be within a park for purpose of camping	Section 18.10	\$250.00
48.	Install or erect any temporary or permanent tent, tarp, shelter, or park a trailer or RV	Section 18.11	\$250.00
49.	Use of shade tent larger than 10 sq. metres without permit	Section 18.14	\$250.00
50.	Use Performance Stage and Band shell without permission	Section 18.15	\$250.00
51.	Post signs in a park	Section 18.16	\$250.00
52.	Use underwater spear in beach or waters adjacent	Section 18.17	\$250.00
53.	Operate/launch personal watercraft within 30 m of designated swim area unless duly authorized	Section 18.18	\$250.00
54.	Park boat in designated swim area	Section 18.19	\$250.00
55.	Hold event or make noise between 11 PM and 8 AM in Courthouse Square, Lions Harbour or Victoria Park	Section 18.20	\$250.00
56.	Loitering in public washroom or objectionable conduct	Section 18.21	\$250.00
57.	Use public address system or amplified sounds in park	Section 18.22	\$250.00
58.	Land or take off with hot air balloon from a park unless duly authorized	Section 18.21	\$250.00
59.	Drive vehicle in a prohibited area in a park	Section 18.23	\$250.00
60.	Operate motorized snow vehicle in park without permission	Section 20.2	\$250.00
61.	Clean, maintain or repair vehicle in park	Section 20.3	\$250.00

62.	Operate vehicle in park as to cause excessive noise	Section 20.11	\$250.00
63.	Drive, ride or operate a vehicle in violation of posted signs in any municipal park	Section 20.12	\$250.00
64.	Park in such a way as to obstruct use of parking space or not in conformity with markings	Section 20.15	\$250.00

The penalty for the offence indicated above is in Section 12 of By-Law No. 98 of 2020, as amended, copy of which has been filed.

NOTE: The general penalty provision for the offences listed above is 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33

**TOWN OF GODERICH
MUNICIPAL PARKS BY-LAW
CONSOLIDATION**

This document is a consolidation of the Town of Goderich Municipal Parks By-Law No. 98 of 2020 and subsequent amendments made thereto. This compilation is for convenience for administrative purposes and does not represent true copies of the by-laws it contains. Any legal interpretation of this document should be verified with the Town Clerk.

This Consolidated Municipal Parks By-Law contains:

Municipal Parks By-Law No. 98 of 2020

and the following amendments thereto:

By-Law No. 88 of 2022

By-Law No. 35 of 2025

Consolidated as of April 2025

**TOWN OF GODERICH
MUNICIPAL PARKS BY-LAW
CONSOLIDATION**

This document is a consolidation of the Town of Goderich Municipal Parks By-Law No. 98 of 2020 and subsequent amendments made thereto. This compilation is for convenience for administrative purposes and does not represent true copies of the by-laws it contains. Any legal interpretation of this document should be verified with the Town Clerk.

This Consolidated Municipal Parks By-Law contains:

Municipal Parks By-Law No. 98 of 2020

and the following amendments thereto:

By-Law No. 88 of 2022

By-Law No. 35 of 2025

Consolidated as of April 2025



Andrea Fisher
CLERK - TOWN OF GODERICH

THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 42 OF 2025

**BEING A BY-LAW TO REGULATE AND TO PROMOTE RESPONSIBLE ENJOYMENT
AND USE OF MUNICIPAL PARKS AND FACILITIES IN THE TOWN OF GODERICH
AND TO AMEND BY-LAW 98 OF 2020**

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

AND WHEREAS upon review by the Ministry of the Attorney General to approve set fines as outlined in By-Law 98 of 2020 the following revisions to said bylaw are required.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the following definition in Section 1. DEFINITIONS be added as follows:

“Handbill” means a small, printed advertisement or other notice distributed by hand.

2. That the following wording in Section 18.14 PROHIBITIONS that currently reads as follows:

18.14 Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

3. Be replaced to read as follows:

18.14 Special events requiring the use of shade tents larger than 10 square meters require a permit from the Chief Building Official and must be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent. No person shall erect such tent without a permit.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7TH DAY
OF APRIL 2025.**

Trevor Bazinet
MAYOR, Trevor Bazinet

Andrea Fisher
CLERK, Andrea Fisher

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Emma MacNeil, Tourism Events and Marketing Coordinator
Meeting Date: April 28, 2025
Subject: Staff Report
Attachment(s):

1. 2025 03 25 Bookings – Festival of Arts and Crafts – July 4 – Ltr 2 Council.jpg
2. 2025 04 14 Bookings – Huron Multicultural Festival – July 28 – Ltr 2 Council.pdf
3. 2025 04 10 Bookings – Huron County Pride Festival – June 7 – Ltr 2 Council.pdf
4. 2025 03 19 Bookings – Kinsmen Summerfest – July 10 – Ltr 2 Council.pdf
5. 2025 03 25 Bookings – N. Brown Family Picnic – August 3 – Ltr 2 Council.pdf
6. 2025 04 08 – Boston Pizza Patio Extension – Ltr 2 Council.pdf

Recommendation:

THAT Goderich Town Council receive this report for information;

AND FURTHER THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming Kinettes Festival of Arts and Crafts;

AND FURTHER THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming Huron Multicultural Festival;

AND FURTHER THAT Goderich Town Council designates the Huron Multicultural Festival as an event of municipal significance;

AND FURTHER THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming Huron County Pride Festival;

AND FURTHER THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming Kinsmen Summerfest;

AND FURTHER THAT Goderich Town Council designates the Kinsmen Summerfest as an event of municipal significance;

AND FURTHER THAT Goderich Town Council grant permission to make use of amplified sound for the upcoming N. Brown Family Picnic;

AND FURTHER THAT Goderich Town Council grant approval for Boston Pizza Goderich to apply for a temporary Alcohol and Gaming Commission of Ontario licence extension;

AND FURTHER THAT Goderich Town Council execute and affix the Corporate Seal to the contract between Grand River Party Rentals and the Corporation of the Town of Goderich for the purpose of inflatable rentals for Goderich Children's Festival.

Report Summary:

Kinettes Club of Goderich Festival of Arts and Crafts, July 4 – 6, Courthouse Square

This year, thanks to the Goderich Kinettes, the Festival of Arts and Crafts will return to full capacity. Hosted in Courthouse Square Park, the Kinettes will be working to fill the park with excellent vendors and craftspeople.

This event requests;

Permission to make use of amplified sound.

Huron Multicultural Festival, Saturday June 28, Lion's Harbour Park

The Huron Multicultural Festival returns to Goderich on Saturday, June 28. All are welcome to enjoy this free outdoor festival that celebrates the customs, foods and traditions of Canada's diverse populations.

This event requests;

The designation of Event of Municipal Significance, and;

Permission to make use of amplified sound.

Huron County Pride Festival, June 7, Courthouse Square

Once again, Huron County Pride have coordinated to bring the Huron County Pride Festival back to Courthouse Square Park on Saturday, June 7, 2025. This year's theme, Once Upon a Pride, is a magically inspired celebration of diversity and inclusion. A day of entertainment, vendors, food, fun, and most of all, PRIDE.

This event requests;

Permission to make use of amplified sound.

Kinsmen Club of Goderich Summerfest, July 10-12, Courthouse Square Park

The Goderich Kinsmen are bringing Summerfest back to Courthouse Square Park for 2025. As the Kinsmen work to ensure that all requirements are met in re-staging this massive event on the Square, this event requests;

Designation of Event of Municipal Significance, and;

Permission to make use of amplified sound.

Private Booking - N. Brown Family Picnic, August 3, Pavilion 4

A private booking, Brown will be adhering to all Town of Goderich By-Laws in hosting a larger gathering at Pavilion #4. Brown intends to host a barbeque for her family gathering.

This event requests;

Permission to make use of amplified sound.

Goderich Boston Pizza Temporary Patio Extension

Goderich Boston Pizza is requesting the Town's approval to temporarily use a portion of the parking lot located within their property on weekends from June through August 2025, with hours of operation from 11:00 AM to 2:00 AM. They will obtain all necessary permits from the Alcohol and Gaming Commission of Ontario (AGCO) and any other relevant authorities. Their intention is to create a safe, vibrant, and welcoming outdoor space for patrons to enjoy local entertainment, food, and beverages in the spirit of community engagement and seasonal celebration.

Grand River Party Rentals

Grand River Party Rentals has been contacted by the Goderich Tourism and Community Development Department to provide inflatables for the upcoming Goderich Children's Festival. The quoted cost of \$3,518.29 is inclusive of inflatables and attendants for the festival and falls within the event budget.

Linkage:

- Corporate Strategic Plan Priority #2: Welcoming and Caring Community
- Corporate Strategic Plan Priority #3: Strong Local Economy

Financial Impacts and/or Source of Funding:

The Grand River Party Rental Agreement expenditure is captured within the \$6,000 net department budget.

Reviewed By:

Jenna Ujiye, Tourism and Community Development Manager

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

Wednesday, May 8, 2024

Earl Pennington
Goderich Kinsmen
Jamesp@hurontel.on.ca
519-441-8753

RE: Request to Council

To the Members of Goderich Town Council,

The Goderich Kinsmen are again planning to hold our annual Goderich Kinsmen Summerfest on the Square Thursday July 10, Friday July 11, and Saturday July 12 2025. We are seeking your approval to run this project which has been an annual event for many years.

We understand that there will be major construction happening on the square at that time and we will follow whatever special rules are put into place due to the work being done. If for some unforeseen reason the event cannot be held on the square, we request that Lions Park, located behind the Park House be used as a backup site.

We have filed the necessary paperwork with Emma McNeil the Tourism Events and Marketing Coordinator , and will work closely with her to make sure proper protocols are followed.

If possible, we would like to make the following request regarding our upcoming event;

- Permission to make use of amplified sound.
- Declared an event of municipal significance.

Myself and the club look forward to hearing from you at your earliest convenience.

Yours in Kin

Summerfest Chairman and Kinsmen Life Member

Earl Pennington
jamesp@hurontel.on.ca
519-441-8753



Allie Brenner

Cultural Services Department

Address: 77722B London Road, Clinton ON N0M 1L0

Email: abrenner@huroncounty.ca

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

Thursday Feb. 5, 2025

RE: Request to Council

To the Members of Goderich Town Council,

I am writing to you today on behalf of the Huron Multicultural Festival who will be hosting a one-day festival on Saturday, June 28th of 2025. All are welcome to enjoy this free outdoor festival that celebrates the customs and traditions of Canada's diverse populations. The festival includes a stage show of music and dance from around the world, a global food court and marketplace and children's activities. I would like to make the following request regarding our upcoming event:

- To designate the Huron Multicultural Festival as an Event of Municipal Significance
- To host music with amplified sound from 12-7pm

Thank you very much for your time and consideration.

Sincerely,

Allie Brenner
Cultural Services Department, County of Huron
abrenner@huroncounty.ca

Goderich Town Council
Town of Goderich
57 West Street
Goderich ON N7A 2K5

March 13, 2025

Natalie Brown
11 Roderick CRT Seaforth On N0K 1W0
nataliebrown@rogers.com
(416)518-2503

RE: Request to Council

To the Members of Goderich Town Council,

I am writing you today on behalf of a family gather I am organizing taking place on Sunday, August 3 of 2025 at Pavilion #4. My family have been gathering at the Goderich Waterfront for many years and this year, to adapt to a growing event, have connected with Town staff to ensure the safety of all involved.

I would like to make the following request regarding our upcoming event.

- Permission to make use of amplified sound.

I have reserved and paid the booking fee and have been in communication with the Special Events & Marketing Coordinator regarding this private event.

Thank you very much for your time and consideration.

Sincerely,

Natalie Brown



P&G RESTAURANTS INC DBA BOSTON PIZZA SPORTS BAR & RESTAURANT
490, HURON RD, GODERICH, ON N7A3X8
EMAIL- GANDHIS@BOSTONPIZZA.COM PH: 519-524-7797

Date: 8th April 2025

To:

Goderich Town Council
57 West Street
Goderich, ON N7A 2K5

Subject: Request for Temporary Liquor License Extension – Summer Events

Dear Mayor Trevor Bazinet and Members of Council,

I am writing on behalf of Boston Pizza Goderich located at 490, Huron rd. Goderich ON N7A3X8 to formally request permission for a temporary extension of our liquor license to include a designated area in the adjacent parking lot during a series of planned summer events.

Our intention is to create a safe, vibrant, and welcoming outdoor space for patrons to enjoy local entertainment, food, and beverages in the spirit of community engagement and seasonal celebration. We are committed to complying with all AGCO regulations and will ensure appropriate fencing, security, and responsible alcohol service protocols are in place throughout each event.

We are requesting the Town's approval to temporarily use a portion of the parking lot located within our property on weekends from June through August 2025, with hours of operation from 11:00 AM to 2:00 AM. We will also obtain all necessary permits from the Alcohol and Gaming Commission of Ontario (AGCO) and any other relevant authorities.

We believe this initiative will contribute positively to the Goderich's Tourism and support ongoing efforts to attract residents and visitors to Goderich's beautiful core.

Thank you for considering our request. Please don't hesitate to contact me at 416-710-3421 or gandhis@bostonpizza.com should you require further information or wish to discuss the details of this proposal.

Sincerely,
Swet Gandhi
Owner/ Operator
Boston Pizza Goderich



P&G RESTAURANTS INC DBA BOSTON PIZZA SPORTS BAR & RESTAURANT
490, HURON RD, GODERICH, ON N7A3X8
EMAIL- GANDHIS@BOSTONPIZZA.COM PH: 519-524-7797



Goderich Kinettes's Festival of Arts and Crafts
Brenda McEwin
136 Bennett St. E.
Goderich, Ontario
N7A 4H4
April 3, 2025

Re: Festival of Arts and Crafts – Sponsored by The Kinette Club of Goderich

Dear Mayor Bazinet and Goderich Town Council,

I am writing to you in regard to this year's Goderich Kinette's Festival of Arts and Crafts 2025.

At this time, I would like to request the use of **Courthouse Square Park, July 4, 5, 6, 2025** for this year's show. Thursday July 3 we will be in the park for staking out the lots first thing in the morning, once the grass has been attended to. I request your approval of us using this site for this year's Festival.

I would like to make the following request regarding this year's Festival;

- Permission to make use of amplified sound.

I trust you will consider this request for the use of Courthouse Square and the use of amplified sound for the required dates.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Brenda McEwin – Festival Co-Ordinator
519-955-0679
mcewinbrenda@gmail.com
for Kinette Club of Goderich



Apr. 10, 2025

Town of Goderich
57 West St.
Goderich, Ontario
N7A 2K5

Re: 2025 Huron County Pride Festival

Dear Mayor Bazinet and Council,

Once again, Huron County Pride is hosting its annual festival.

This year's festival will be held on June 7, 2025, in Courthouse Square. The theme this year will be "Once Upon a Pride," a storybook/magical inspired event.

We are not seeking to close any roadways this year and will stay within the courthouse square due to potential construction on the square. The section in front of our local cenotaph and behind the courthouse will not be utilized.

We would like to make the following request regarding our event;

- Permission to make use of amplified sound.

We are seeking your support and approval once again this year.

Hope to see you there!

Matt Hoy

From: Recreation <recreation@goderich.ca>
Sent: Monday, April 28, 2025 9:30 AM
To: Andrea Fisher <afisher@goderich.ca>
Subject: Steve Pilon Tournament

Good Morning Andrea,

I realized last week that Steve Pilon had sent in his contract/Liquor License too late to get it on the council agenda.

I know Kyle had talked to someone about getting this into the council meeting tonight for an event of municipal significance, but I just wanted to make sure that we were still headed in the right direction for that.

If there is anything that you need me to send through, just let me know and I can do so. I have attached the liquor license and below is the letter to council that I was sent from Steve last week.

Knock off the Rust Slo-Pitch Tournament, May 2/3/4 at Bannister Park.

Steve Pilon and Huron County Slo-Pitch will be hosting their annual Knock off the Rust spring opener, with all proceeds raised going to the Tanner Steffler Foundation. Three days of Slo-Pitch will help to honor family friend, Tanner Steffler, while working to erase the stigma surrounding mental health. A home run for all!

This event requests the designation as an Event of Municipal Significance.

This event requests permission to make use of amplified sound.

Thanks,

Greg Morningstar
Recreation Facilities Supervisor
Town of Goderich
P: 226-963-1208



From: Special Events <specialevents@goderich.ca>
Sent: Monday, April 28, 2025 9:30 AM

To: Andrea Fisher <afisher@goderich.ca>

Cc: Jenna Ujiye <jujiye@goderich.ca>

Subject: RE: special event

Hi Andrea,

Knock of the Rust Slo-Pitch Tournament, May 2 – 4, 2025 at Bannister Park

Steve Pilon and Huron County Slo-Pitch will be hosting their annual Knock off the Rust spring opener, with all proceeds raised going to the Tanner Steffler Foundation. Three days of slopitch will help to honour family friend, Tanner Steffler, while working to erase the stigma surrounding mental health. A home run for all!

This event requests the designation as an Event of Municipal Significance.

This event requests permission to make use of amplified sound.

Emma MacNeil

Tourism Events & Marketing Coordinator

TOWN OF GODERICH

33 St. David Street, Goderich Ontario Canada N7A 1L4

519-524-6600 Toll Free - 1-800-280-7637

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jason Dykstra, Building Services Manager/Chief Building Official
Meeting Date: April 28, 2025
Subject: Month End Report for March 2025

Recommendation:

That Goderich Town Council receive this report for information.

Report Summary:

For the month of March 2025, the Building Department has completed the following:

Building/Demolition & Plumbing Permits:

Permit Type	# of Permits Issued	Value of Permit
Residential Demolition	0	\$
Residential	7	\$ 3,988,000.00
Residential Plumbing	4	\$ 157,000.00
Commercial Demolition	0	\$
Commercial	3	\$ 468,000.00
Commercial Plumbing	3	\$ 67,000.00
Industrial Demolition	0	\$
Industrial	0	\$
Industrial Plumbing	0	\$
Gov't & Institutional Demolition	0	\$
Gov't & Institutional	0	\$
Gov't & Institutional Plumbing	1	\$ 4,000.00
Total	18	\$ 4,684,000.00

Committee Of Adjustment Meetings:

There was one Committee of Adjustment meeting held this month.

Zoning Reports:

There were seven (7) zoning reports issued during the month of March.

Year to Date:

2024 Permits March	# of Permits Issues	Value of Permit	Permit Fee
Residential Demolition	1	\$ 8,000.00	\$ 155.00
Residential	9	\$ 560,000.00	\$ 5,359.67
Residential Plumbing	23	\$ 121,000.00	\$ 7,561.00
Commercial Demolition	0	\$	\$
Commercial	1	\$ 300,000.00	\$ 2,087.34
Commercial Plumbing	25	\$ 37,000.00	\$ 7,500.15
Industrial Demolition	0	\$	\$
Industrial	1	\$ 650,000.00	\$ 22,043.00
Industrial Plumbing	12	\$ 6,000.00	\$ 3,444.00
Gov't & Institutional Demolition	0	\$	\$
Gov't & Institutional	2	\$ 277,000.00	\$ 1,743.61
Gov't & Institutional Plumbing	6	\$ 3,000.00	\$ 1,752.00
Total	80	\$ 1,962,000.00	\$ 51,645.77

2025 Permits March	# of Permits Issues	Value of Permit	Permit Fee
Residential Demolition	0	\$	\$
Residential	18	\$ 5,748,000.00	\$ 45,921.80
Residential Plumbing	10	\$ 304,500.00	\$ 8,385.65
Commercial Demolition	1	\$ 20,000.00	\$ 158.00
Commercial	5	\$ 648,000.00	\$ 4,500.88
Commercial Plumbing	3	\$ 67,000.00	\$ 1,380.83
Industrial Demolition	0	\$	\$
Industrial	1	\$ 1,550,000.00	\$ 17,595.50
Industrial Plumbing	0	\$	\$
Gov't & Institutional Demolition	0	\$	\$
Gov't & Institutional	1	\$ 1,150,000.00	\$ 3,285.84
Gov't & Institutional Plumbing	1	\$ 4,000.00	\$ 271.12
Total	40	\$ 9,491,500.00	\$ 81,499.62

Linkage:

N/A

Financial Impacts and/or Source of Funding:

There is no financial impact associated with this report.

Consulted With:

N/A

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Michaela Johnston, CEMC, Accessibility and Health & Safety Manager
Meeting Date: April 28, 2025
Subject: Access Supporting Local Economic Development (SLED) Grant Application

Recommendation:

That Goderich Town Council receives this report for information;

And That Goderich Town Council formally concurs with Staff's April 17, 2025, AccessSLED application submission to repurpose three (3) parking spaces at the Main Beach to two (2) fully accessible parking spaces with transfer aisles through the AccessSLED Grant Application.

Report Summary:

For Goderich Town Council to formally confirm the Town's project submission to repurpose three (3) parking spaces at the Main Beach to two (2) fully accessible parking spaces with transfer aisles.

Background and Analysis:

In collaboration with the Huron County Accessibility Advisory Committee, the County of Huron launched a new AccessSLED program in 2025. This initiative offers grants of up to \$1,000 to support projects that enhance accessibility and inclusiveness throughout Huron County.

A suggestion on how to better enhance the accessible parking spaces at the Main Beach was previously received from a member of the public. The proposed project would repurpose three (3) parking spaces [two (2) existing parking spaces plus one (1) regular space] to two (2) fully accessible parking spaces with transfer aisles. Additionally, there will be a curb cut to allow for direct access to the sidewalk and the Beach Hut facility, which houses accessible washrooms and an eating establishment.

A diagram of the location is below.



Linkage:

- Corporate Strategic Plan Priority #1: Safe and Reliable Infrastructure
- Corporate Strategic Plan Priority #2: Welcoming and Caring Community

Financial Impacts and/or Source of Funding:

The financial impact associated with this report is \$3,255.00 pending successful application for grant proceeds of \$1,000. The remaining balance of \$2,255.00 is proposed to be funded from the waterfront and/or sidewalk maintenance funds in the 2025 Budget.

Total cost of project:	\$3,255
<u>Less grant proceeds, if awarded</u>	<u>-\$1,000</u>
Town's Contribution to the Cost of Project	\$2,255

Consulted With:

Janice Hallahan, Chief Administrative Officer

Sean Thomas, Director of Community Services, Infrastructure & Operations

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

Staff Report

To: Mayor Bazinet and Members of Council
Report From: Jeff Wormington, Fire Services Manager/Fire Chief
Meeting Date: April 28, 2025
Subject: Q1 Report

Recommendation:

That Goderich Town Council receives this report for information.

Report Summary:

General:

- The Goderich Fire Department has received an additional \$361.73 from the Fire Protection Grant. These additional funds will be used in addition to the previous grant funding of \$8,230.45, for the purchase of an in-house extractor for bunker gear cleaning as part of our Cancer prevention program.
- New Ready Rack bunker gear storage lockers have been purchased and installed with donations received from Trillium Mutual Insurance and Capital Power.
- Annual ladder testing has been completed.
- Resignation letters have been received from 3 members. Chad Shanahan – 13 years of service, Brad Powell – 14 years of service, and Dan Masse – 3 years of service. With life commitments and current employment, it was becoming difficult for them to commit to the levels required. We thank all three (3) members for their years of service and wish them well in their future endeavors.

Fire Chief:

- Three (3) County Chief's meetings attended
- Five (5) Pre-Consult/Planning meetings
- Transcaer Training
- Seven (7) Residential Smoke alarm inspections requested and completed.
- Eight (8) inspections completed for Community Living.
- Compliance Inspection completed at Benmiller Inn and Spa. Deficiencies noted and repaired.

Training:

- Six (6) Department training sessions were completed in Q1, with 80% attendance.
- County-wide Recruit Training Program has been held monthly at various locations. Goderich will provide the training in April.

Calls For Service:

Goderich Fire responded to thirty-eight (38) calls for service in Q1 2025, compared to twenty-four (24) Calls in Q1 2024.

The 58% increase in calls for service in 2025 is primarily linked to the inclement weather experienced during the winter. The adverse weather conditions have led to various emergencies requiring immediate response, including:

- Increased motor vehicle incidents due to slippery and hazardous road conditions
- Weather-related property damage leading to structural fire calls
- Increased medical emergencies related to weather exposure

Linkage:

- Corporate Strategic Plan Priority #4: Good Government

Financial Impacts and/or Source of Funding:

No financial impact is associated with this report.

Approved By:

Janice Hallahan, Chief Administrative Officer

Andrea Fisher, Director of Legislative Services/Clerk

From: Patrick Huber-Kidby <phuber-kidby@mvca.on.ca>
Sent: March 19, 2025 6:11 PM
To: Sean Thomas <stthomas@goderich.ca>
Subject: CoastReach Camera Stands

Sean,

I hope you're well – I'm reaching out with a camera stand inquiry on the shoreline.

I have attached a fairly detailed Goderich-specific report here, but the website does a good job at an overview of the camera stand and work to-date:

<https://georeach.ca/coastreach/>

I'm enquiring if it would be possible to erect these citizen-science camera stands at one or more locations on the Goderich waterfront for monitoring. They exist in a number of places in Ontario and across Canada, and are fairly simple stands that are generally just post mounted – no electronics, or solar or anything of that kind...

Myself and our friends at the University of Windsor who make and monitor the stands would be happy to chat more about this once staff have had time to chat it through.

I hope the sunshine is finding you well.

Cheers,



Patrick Huber-Kidby

Maitland Valley Conservation Authority

Voicemail: (519) 335-3557 x 237 **Fax:** (519) 335-3516

Mail: 1093 Marietta St. Box 127, Wroxeter, ON. N0G 2X0



GEOREACH SITES

Goderich, Ontario

Table of Contents

Introduction	3
Station Setup	4
Stand Installation.....	4
Interpretive Panel.....	6
Data Download	8
Proposed Sites within Goderich	11
Main Beach	12
Rotary Cove (North).....	13
Rotary Cove (South)	14
Bluffs Location.....	15
Potential RiverReach Locations	16
Closing Statement.....	16

Introduction

The GeoReach program is a collaboration between the University of Waterloo (UW) and various municipalities, conservation authorities, and national and provincial parks across Canada. The purpose of the GeoReach program is to increase the monitoring of dynamic landscapes such as coastlines (CoastReach), glacial valleys (GlacierReach), and rivers (RiverReach) through a citizen science based image submission platform. Within the CoastReach program, continuous photographic monitoring at a location creates a timelapse of coastal erosion and recovery processes, increasing the understanding of coastal dynamics taking place at each associated site.

When a CoastReach image is taken at a station, it can be directly uploaded to the GeoReach website through a QR code or link located on an interpretive panel nearby. This image is verified for validity by researchers, and the shoreline position can be subsequently analyzed using a MATLAB script, as part of the broader CoastSnap global program^{1 2}. By measuring ground control points visible through the picture stand, researchers are able to identify those points in each image and georectify the image (transform the portrait photo into a top-down view). This allows researchers to delineate the shoreline position, and measure change through a series of images over time. Other areas of interest include vegetation loss or recovery, presence or absence of winter sea ice and location of beach safety hazards (such as rip currents). Researchers and conservation authorities can also use these images to inspect biodiversity, monitor invasive species or examine algal blooms. Partnered organizations are given access to image repositories in the form of a Research Analytics Portal (RAP) to view and download image submissions at GeoReach locations across Canada.

¹ <https://github.com/Coastal-Imaging-Research-Network/CoastSnap-Toolbox>

² Harley, M. D., Kinsela, M. A., Sánchez-García, E., & Vos, K. (2019). Shoreline change mapping using crowd-sourced smartphone images. *Coastal Engineering*, 150, 175–189.
<https://doi.org/10.1016/j.coastaleng.2019.04.003>

Station Setup

Stand Installation

Each stand is 0.914m (3 feet tall) and made of aluminum, weighing in at 2.5kg (5.5lb). Stands are generally affixed to wooden posts or pre-existing boardwalk infrastructure. In the event that there is no pre-existing infrastructure, the recommended approach is to affix the stand to a 4" x 4" post secured in the ground to reduce movement and continue capturing the same field of view through time. A small platform is located on top of the stand, with a square aperture to place the camera through, and two barriers on the left and front sides, to hold the phone in place. Interpretive panels (discussed in more detail below) can either be affixed to the posts themselves, or on another structure directly nearby.



Figure 1: Photos of example stand

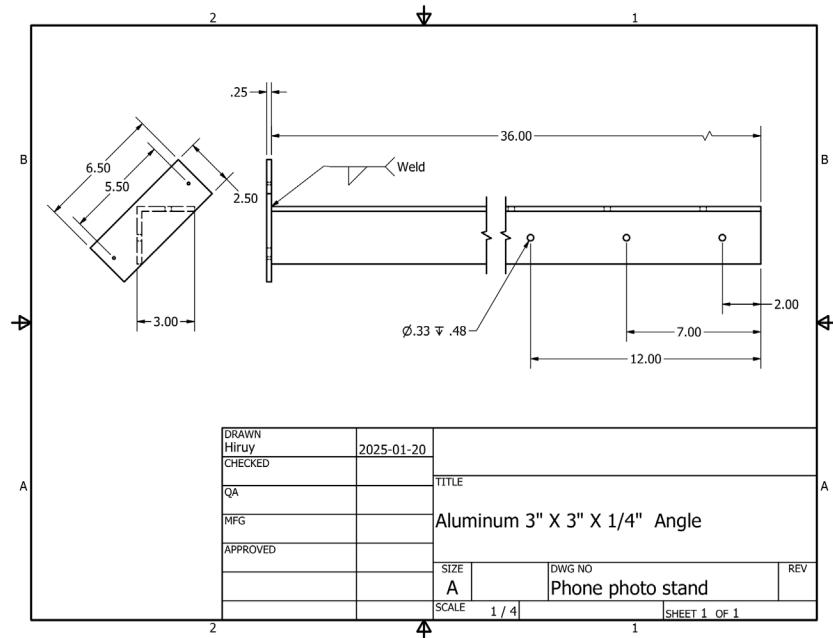


Figure 2: Schematics of the stainless-steel post



Figure 3: Example of a CoastReach stand installed at Point Pelee National Park.

Interpretive Panel

Every CoastReach station comes with an interpretive panel, affixed either to the post or directly nearby. These panels contain a QR code, allowing visitors to scan their cameras and be taken directly to the CoastReach home page (see Figure 6 below). Each panel also contains a link to the GeoReach site, allowing visitors to both learn more about the GeoReach program, and submit photos following the visit, under the event of limited internet access. Additionally, interpretive panels have the added benefit of teaching visitors the importance of coastline monitoring, and how exactly their pictures will help to further our understanding of coastal dynamics (see Figures 4 and 5 for example panels).

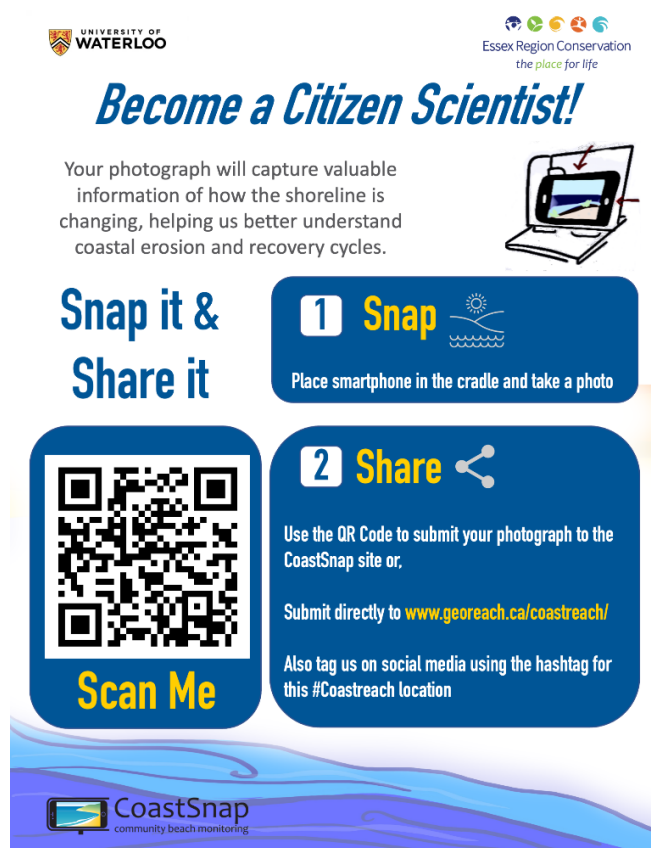


Figure 4: Example of a basic CoastReach interpretive panel.



Figure 5: Example of a more informative GlacierReach interpretive panel developed by BC Parks and Parks Canada.

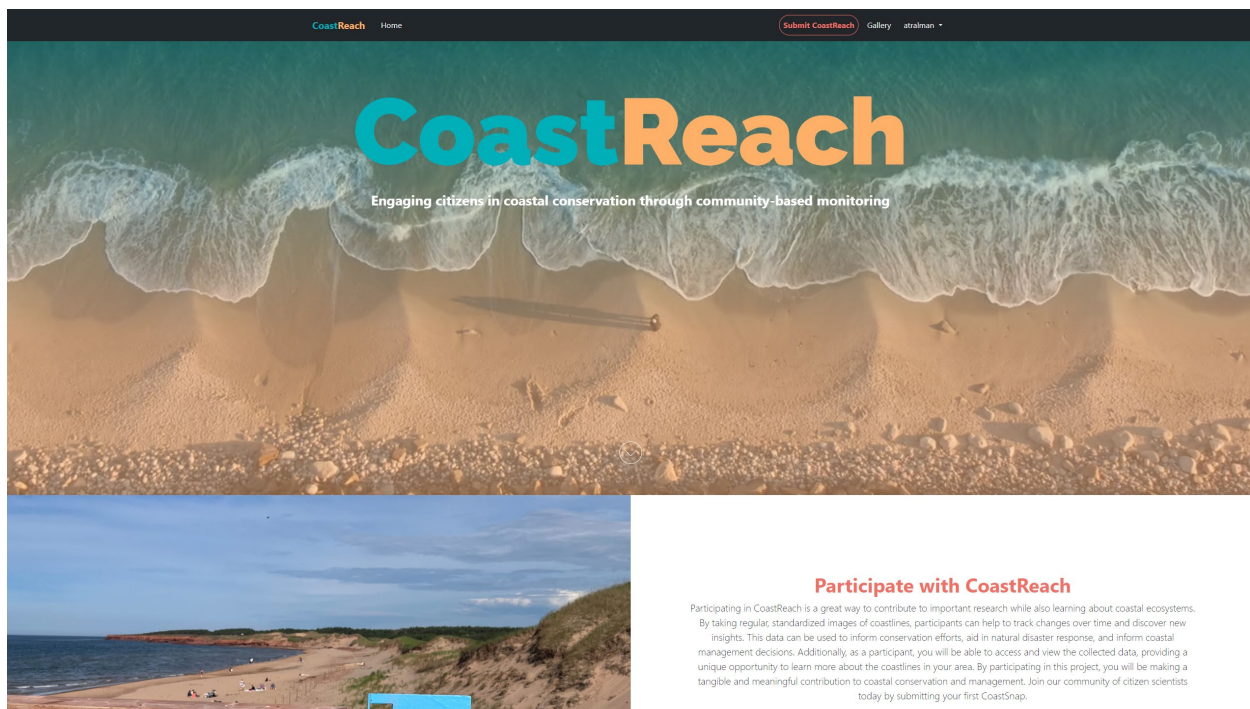


Figure 6: CoastReach landing page, which the stand QR codes take visitors to.

Figure 7: The image submission portal on the GeoReach website, for a CoastReach location. Visitors are able to select the time the photo was taken, as well as checkmark if they are comfortable with the image being used on the CoastReach public gallery.

Data Download

When an image is submitted by a visitor, it is uploaded to the Research Analytics Portal (RAP), where researchers periodically verify submissions, to ensure they are both useful (e.g., clear view of the shoreline) and do not contain any personal information (such as identifiable faces). Staff at partnered locations are given access to the RAP through creation of an account, allowing them to access weekly submission statistics for CoastReach programs (Figure 8), tile overview of submitted images (Figure 9), number of images submitted at each site (Figure 10), and bulk downloading options from the current day, past week, past month, and entire dataset (Figures 11).

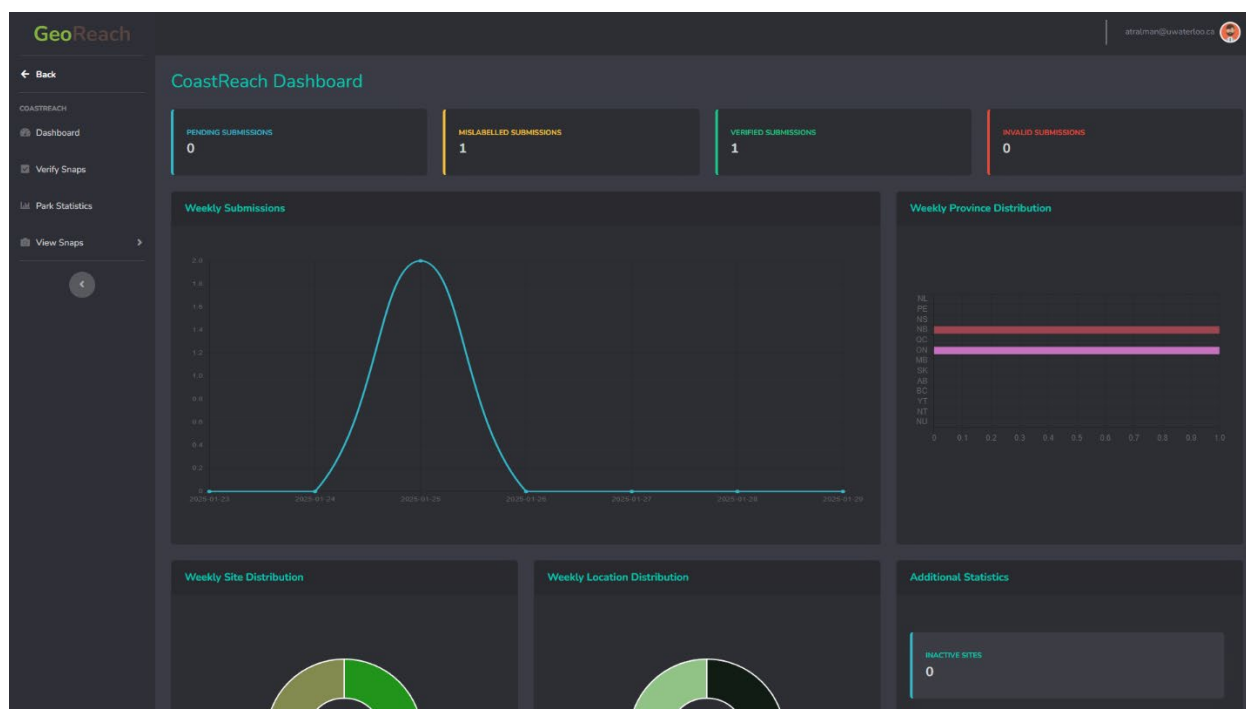


Figure 8: Dashboard showing statistics on the entire CoastReach program for 2025.

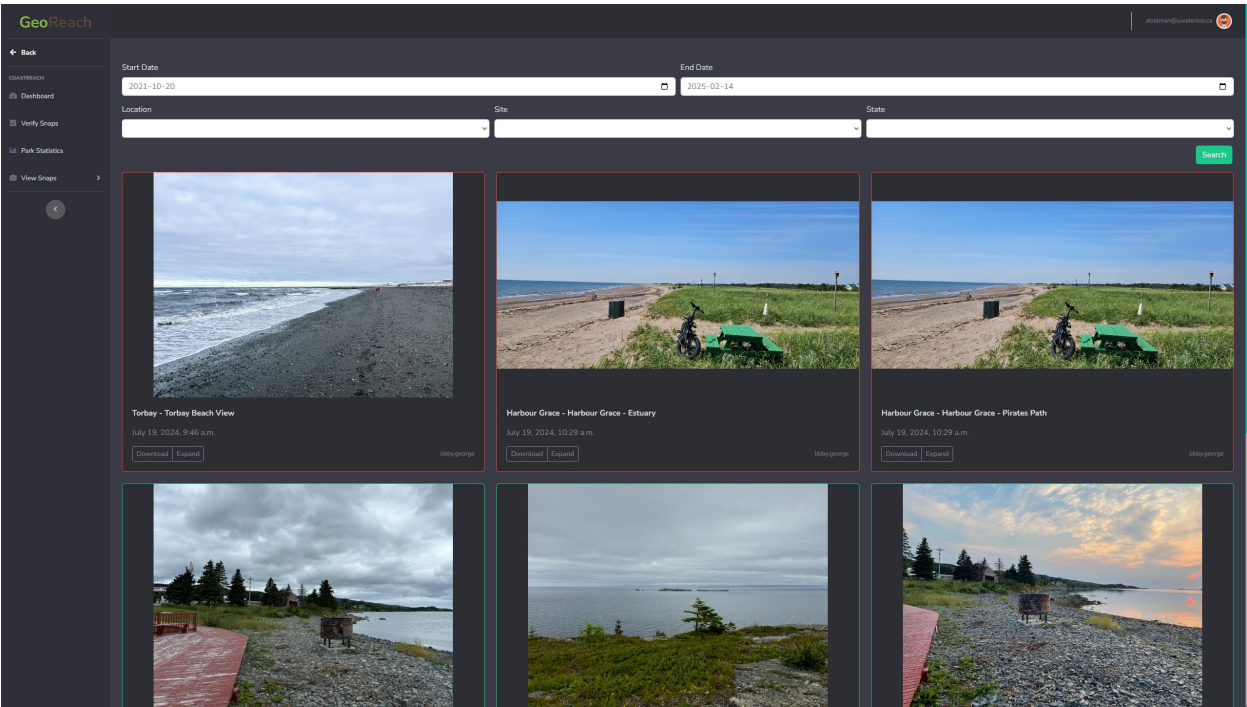


Figure 9: Tile overview of CoastReach images submitted at each site.

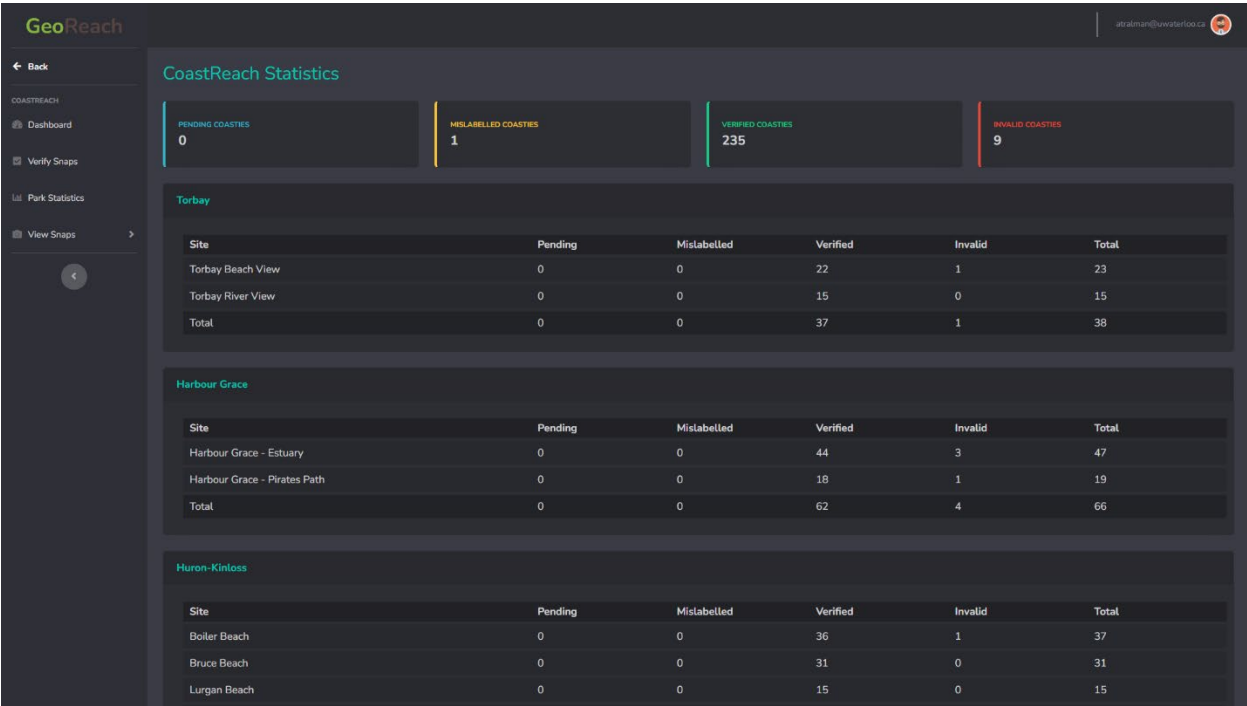


Figure 10: Page showing an overview of pictures submitted for each CoastReach site.

GeoReach

Back

COASTREACH

Dashboard

Verify Snaps

Park Statistics

View Snaps

Download

To exit full screen, press and hold Esc

CoastReach Downloads

Torbay

	Today	Last Week	Last Month	All
Torbay Beach View	▲	▲	▲	▲
Torbay River View	▲	▲	▲	▲
Torbay	▲	▲	▲	▲

Harbour Grace

	Today	Last Week	Last Month	All
Harbour Grace - Estuary	▲	▲	▲	▲
Harbour Grace - Pirates Path	▲	▲	▲	▲
Harbour Grace	▲	▲	▲	▲

Huron-Kinloss

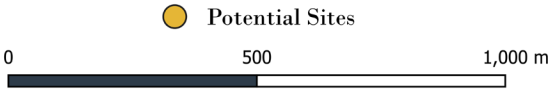
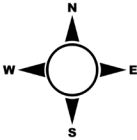
	Today	Last Week	Last Month	All
Boiler Beach	▲	▲	▲	▲
Bruce Beach	▲	▲	▲	▲
Lurgan Beach	▲	▲	▲	▲
Point Clark Beach	▲	▲	▲	▲
Amberley Beach	▲	▲	▲	▲
Huron-Kinloss	▲	▲	▲	▲

Figure 11: Page demonstrating download options for current CoastReach sites.

Proposed Sites within Goderich



COASTREACH STATIONS FOR GODERICH, ONTARIO



Data Source: Government of Ontario

Main Beach ³

The Main Beach of Goderich is a popular area. A CoastReach station on the south end of the beach, elevated towards the trail has the potential to engage citizens, and monitor both beach usage and the foredune recovery project in the backshore. Suggested placement is above the installed bank protection at the south end of the beach, facing north across the beach.



³ Images taken from Google Street View and Google Earth.

Rotary Cove (North)

The groin structure installed at Rotary Cove has successfully trapped sediment within the Cove in the past, extending the beach width for visitors. This CoastReach station at Rotary Cove would engage visitors, monitor sediment dynamics, and beach visitation within the Cove. The suggested placement is at the south end of the Cove, facing north across the beach.



Rotary Cove (South)

MVCA personnel mentioned potential monitoring of the water treatment outflow site using a second CoastReach station installed at Rotary Cove, which would face south towards the outflow from Rotary Cove, to observe potential erosion and bank stability issues.



Bluffs Location

The bluffs are a site of particular interest, as the municipality and MVCA are investigating possible strategies to recover this area of open coast and reduce the current impacts of sediment starvation. This location presents an opportunity for establishing a visual baseline and monitoring progress on any future strategy implemented. Suggested installation is on the north end of the bank preceding the graded bluff section, facing south across the bluff face.



Potential RiverReach Locations

The old Menesetung Trail, along and over the Maitland River, also serves as a potential location of interest for the expansion of the RiverReach component of the GeoReach program. This trail is well used, and a RiverReach station would allow for municipal and MVCA staff to examine watershed points and monitor sediment influx into the system, which may be altered in the future pending upstream dam removals. This would also allow for the monitoring of seasonal flooding of the river, and its potential effects.

Closing Statement

The purpose of this report was to discuss the CoastReach program component of the wider GeoReach project, and how it can further our understanding of coastal dynamics at shorelines across Canada. Through the installation of these four sites on the coastline of Goderich, we expect these locations to attract significant contributions by citizen scientists due to their accessibility and placement along popular areas. The images we expect to receive will be a substantial asset in broadening our knowledge of coastal dynamics and erosion. Municipal and MVCA staff will also benefit from the submitted images, as their access to these datasets through the RAP will increase monitoring of sediment drift through images submitted at the Bluffs Location. We would like to express our gratitude to the municipal staff of Goderich for reviewing this report, and the staff at MVCA for their valuable time and assistance in visiting these sites and supporting the progression of this project.

Buchanan & Company Ltd.
196 St David Street,
Goderich, ON
N7A 1L8
519-643-6621

Monday April 7, 2025

Town of Goderich Council and Memorial Arena Task Force
57 West Street,
Goderich, ON
N7A 2K5

Re: Engagement Workshop Submission – Replace With Residential at No Charge

Attention Council Members and Task Force Members:

Although I attended the charette consultation process for the Memorial Arena (MA), and had a generous sixty five minute meeting with Mr. Zuzinjak and Mr. Prince, I believe it necessary to make my submission directly to you. I maintain the charette was an unnecessary filter in this process.

My concept is based on the following simple arguments:

- 1) Citizens cannot afford to renovate, repurpose, replace or demolish MA;
- 2) Stagnant growth and six year vacancy shows MA current need is being satisfied;
- 3) The community has a demonstrated need for all types of housing;
- 4) New sustainable tax revenue streams are desperately needed.

Therefore, we as a community must NOT put any more money into the MA problem. Offer the property to developers for FREE including a rezoned land title with the parking lot, zero demolition permit cost and no charge for other fees and permitting costs.

In exchange, the winning developer demolishes the building, removes all hazardous waste, and constructs a shiny new 7 storey residential complex of approximately 70 units overlooking Bannister Park.

Goderich would retain naming rights to honour the original memorial recognition, and depending on the type of residential use of the upper floors, ground floor rooms and configurations of various sizes can be requested in the design for community use.

I put this consideration to you so it and all proposals can be openly debated, to improve, adopt or reject in the best interest of all the citizens of Goderich.

Sincerely,



Steve Buchanan

From: Stephen Murdoch <smurdoch@enterprisecanada.com>

Sent: Wednesday, April 16, 2025 10:31 AM

To: Andrea Fisher <afisher@goderich.ca>

Subject: Attention: Lighting Request....Doctors' Day 2025

Hi,

I'm reaching out to ask for your participation in this year's Doctor's Day celebrations by lighting City Hall in blue on Thursday, May 1.

Our agency, Enterprise Canada is working with the Ontario Medical Association (OMA) to celebrate and promote Doctors' Day.

Every year, we ask Ontarians to celebrate Doctors' Day and thank the amazing doctors who work tirelessly to keep us healthy and safe. First recognized by the provincial government in 2011, the date was chosen to mark the birthday of Canada's first female physician, Dr. Emily Stowe. For the last four years, various landmarks, city halls and other municipal centres have lit up blue to celebrate our physicians and we hope this year will be the biggest yet.

About the OMA

The Ontario Medical Association represents Ontario's 43,000 plus physicians, medical students and retired physicians, advocating for and supporting doctors while strengthening the leadership role of doctors in caring for patients. Their vision is to be the trusted voice in transforming Ontario's health-care system. The OMA has members across the province.

Please let me know if you have any questions or require further information.

Many thanks,

Stephen

Stephen Murdoch

Vice President, Public Relations

Phone: 289-241-3997

**Enterprise[™]
Canada**

enterprisecanada.com



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

Date: April 15, 2025

File No.: **C01-2025**

To: Owner: Sandy Contracting Co Ltd. Applicant: Keith Homan

Florence Witherspoon, Clerk – Township of Ashfield-Colborne-Wawanosh

Town of Goderich (abutting within 1 km of subject property)

Goderich Exeter Railway c/o Genesee Wyoming Canada Inc.

Maitland Valley Conservation Authority

Ausable Bayfield Maitland Valley Source Protection Region

Huron County GIS

Meghan Tydd-Hrynyk, Planner, County of Huron Planning & Development
Department

Property Description

Township: Ashfield-Colborne-Wawanosh

Lot: Part Block A, Con WD, Colborne Ward Address: 81343B Mille Road

Owner: Sandy Contracting Co Ltd. Applicant: Keith Homan

Solicitor: Mary Cull (Donnelly Murphy)

Decision

Attached is a copy of the decision of the Director of Planning about an application under the Planning Act, Section 53(17), RSO 1990 as amended. Additional information regarding the application is available to the public for review by email or a mailed request to:

Huron County Planning & Development Department

Attention: Lisa Finch

57 Napier Street, 2nd Floor, Goderich, ON N7A 1W2 Tel: (519) 524-8394

Notice of Appeal

Members of the public do not have the right to appeal the decision; only the applicant, the Minister of Municipal Affairs and Housing, a specified person under the Planning Act or public body that has an interest in the matter, may appeal the decision. Please refer to the County of Huron website for details about appeal rights:

<https://www.huroncounty.ca/plandev/guides-and-resources/planning-procedures/additional-appeal-information>

An appeal to the Ontario Land Tribunal (OLT) must be submitted within twenty days of the notice of the decision, may be made by filing a notice of appeal with the County Clerk either via the Ontario Land Tribunal e-file service (first time users will need to register for a My Ontario Account at <https://olt.gov.on.ca/e-file-service> by selecting Huron County as the Approval Authority or by mail to Susan Cronin, County Clerk, County of Huron, 1 Courthouse, Square, Goderich, ON N7A 1M2. If the e-file portal is down, you can submit your appeal at clerk@huroncounty.ca.

The fee required by the Ontario Land Tribunal is \$400 and can be paid online through e-file or by certificate cheque or money order to the Minister of Finance, Province of Ontario. **The last day for filing an appeal is May 5, 2025, at 4:30 pm. The filing of an appeal after 4:30 pm, in person or electronically, will be deemed to have been received the next business day.**

Change of Conditions

The approval authority may, prior to the lapsing date, change a condition(s) of consent. You will receive notice of any major changes to the conditions of the provisional consent if you have made a written request. The process of changing a condition to provisional consent will involve another twenty-day appeal period, unless the approval authority considers the change to be minor in nature.

Planning Act – Provisional Consent

Date: April 9, 2025

File No.: **C01-2025**

Owner: Sandy Contracting Co Ltd.

Applicant: Keith Homan

Description: Part Block A, Con WD, Colborne Ward, Township of Ashfield-Colborne-Wawanosh

Effect of Public and Agency Comments on Decision

No comments were received from the public and agency comments were addressed through conditions to the Provisional Consent.

The Director of Planning has granted APPROVAL to this application for consent as it constitutes an undisputed consent under County of Huron By-law #2022-032 and it conforms to the Ashfield-Colborne-Wawanosh Official Plans subject to the fulfillment of the following conditions:

Conditions:

Expiry Period

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

Municipal Requirements

2. All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, compliance with Section 65 of the Drainage Act and any related requirements, financial or otherwise.
3. The appropriate septic system(s) maintenance inspection, as part of the Community Onsite Septic Inspection Program, is to be completed to the satisfaction of the Township.

Merging

4. The severed land merge on title with the abutting property to the east upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.

5. A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties indicating that:
 - a) the severed land and the abutting property (81343A Mill Road, Township of Ashfield-Colborne-Wawanosh) will be consolidated into one P.I.N. under the Land Titles system; or
 - b) where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.
6. Section 50(3) or (5) of the Planning Act, RSO 1990, as amended, applies to any subsequent conveyance or transaction of the severed land.

Cancellation Certificate

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

Survey / Reference Plan

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

Zoning

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

Please Note:

It is necessary to follow up with the Township and other agencies listed for the completion of conditions. It is important you review your severance file with your solicitor to ensure proper completion of the legal documentation to finalize the severance.

It is the responsibility of the owner/applicant/agent to complete the above conditions within 2 years of the decision.

A letter is required from each agency confirming the condition has been met to its satisfaction. If you require any assistance or further information, please do not hesitate to contact Lisa Finch at: lfinch@huroncounty.ca or 519-524-8394 ext 3237.

Certified to be a true copy of the decision of the Director of Planning.

Dated the 9th day of April 2025.



Lisa Finch, Land Division Administrator
County of Huron Consent Granting Authority

HUMAN TRAFFICKING

AWARENESS INFORMATION SESSION



Thursday, May 15th 2025



6:30-8:30 pm



Burnside Agriplex

357 McCarthy Rd. Stratford, N5A 6W3

Light Refreshments Provided

What to Expect:

- Human Trafficking 101
- Lived Experience Survivor,
Melanie Knights
- Community Agency Information Tables



Register by May 12th 2025

<https://www.eventbrite.ca/e/human-trafficking-awareness-information-session-tickets-1312167290689?aff=oddtcreator>



STOP VIOLENCE AGAINST WOMEN
COORDINATING COMMITTEE OF PERTH COUNTY



Department of Justice
Canada

Ministère de la Justice
Canada



GEORGINA

Legislative Services Department/Clerk's Division

April 7, 2025

Via email; premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
TORONTO, Ontario M7A 1A1

The Honourable Premier Ford:

Re: Resolution regarding Salt Management

Please be advised that Town Council adopted the following motion concerning Salt Management;

RESOLUTION NO. C-2025-0077

Moved By Councillor Neeson

Seconded By Regional Councillor Davison

WHEREAS road salt is a known toxic substance designated under the Canadian Environmental Protection Act because of tangible threats of serious and irreversible environmental and public health concerns associated with road salt; and

WHEREAS salt levels in Ontario's groundwater aquifers, creeks, rivers, and lakes have increasingly worsened since the 1970s, seriously affecting municipal drinking water sources and aquatic life; and

WHEREAS Lake Simcoe is our closest freshwater lake and is the 4th largest inland lake within Ontario, host to a number of functions including a biodiverse habitat for over 56 species of fish, the source water for municipal drinking water for hundreds of thousands of residents within the watershed, including 41,000 here in the Town of Georgina, and the many other recreational and commercial functions it serves; and

WHEREAS Lake Simcoe's salinity concentrations have increased over 500% since monitoring began over the past 50 years, with the primary contributor being runoff from the use of salt for winter maintenance; and

WHEREAS the Ontario and Canadian governments have taken many actions over the past 25 years including setting water quality guidelines, developing voluntary codes of practice, signing the Canada-Ontario Great Lakes Agreement, and holding workshops, yet still the salt problem continues to grow; and

WHEREAS numerous situation analyses have recommended salt solutions involving liability protection, contractor certification, government-approved Best Management Practices (BMPs) and salt management plans; and

WHEREAS increased numbers of slip and fall claims, and other injury/collision claims related to snow and ice, are resulting in salt applicators overusing salt beyond levels considered best practices; and

WHEREAS unlimited contractor liability is making it difficult or expensive for snow and ice management contractors to obtain insurance coverage, resulting in contractors leaving the business, thereby making it difficult for municipalities and private owners to find contractors; and

WHEREAS the Snow and Ice Management Sector (SMS) of Landscape Ontario is working with the Ontario government to institute a limited liability regime for snow and ice management, including enforceable contractor training/certification and government-approved BMPs for salt application; and

WHEREAS many Ontario municipalities have Salt Management Plans, but these often require updating in light of improved science and better salt management practices now available; and

WHEREAS The Town of Georgina shares fifty-two (52) kilometers of beautiful Lake Simcoe shoreline and all 288 square kilometers of the Town of Georgina are encompassed by sub-watersheds that drain into Lake Simcoe; and

WHEREAS road authorities that use salt, such as the Town of Georgina, must abide by, and benefit from, established provincial regulations around snow clearing and maintenance, whereas private contractors only have voluntary programs for salt use for private and commercial property management; and

WHEREAS the Town of Georgina has demonstrated great initiative in salt mitigation efforts including committing to the use of rock salt alternatives, installation of electronic spreader controllers on all material spreading units, reduced application rates when appropriate, use of pre-wet and brine when appropriate, and an updated salt management plan that outlines salt best management practices specific to the Corporation of the Town of Georgina's winter maintenance operations

NOW THEREFORE BE IT RESOLVED THAT:

1. That the Town of Georgina urges the Province of Ontario to work urgently with key stakeholders to develop limited liability legislation, including enforceable contractor training and a single set of provincially endorsed standard Best Management Practices for snow and ice management; and

2. That the Town of Georgina urges the Province of Ontario to create and fund an expert stakeholder advisory committee to advise the province and municipalities on the best courses of action to protect freshwater ecosystems and drinking water from the impacts of salt pollution; and

3. That the Town of Georgina continues to commit to the reduction of the use of road salt as much as possible while meeting local service levels and maintaining safety on roads and sidewalks; and

4. That a copy of this resolution be sent to all municipalities in York Region, all Lake Simcoe Watershed municipalities; all municipalities in Ontario; The Chippewas of Georgina Island First Nation and The Lake Simcoe Region Conservation Authority requesting their endorsement; The Association of Municipalities of Ontario (AMO); all Lake Simcoe Watershed MPPs; Conservation Ontario; The Ontario Salt Pollution Coalition; The Rescue Lake Simcoe Coalition; Minister Todd McCarthy (MECP); Attorney General Doug Downey, and The Honourable Premier Doug Ford.

Accordingly, we respectfully request your consideration of this resolution.

Sincerely,
FOR THE TOWN OF GEORGINA,



Carolyn Lance
Council Services Coordinator

cc: Minister Todd McCarthy, Ministry of Environment, Conservation and Parks; todd.mccarthy@pc.ola.org
The Honourable Doug Downey, Attorney-General; doug.downey@pc.ola.org
York Region municipalities
Ontario municipalities
Lake Simcoe Watershed municipalities
Lake Simcoe Region Conservation Authority; r.baldwin@LSRCA.on.ca
The Chippewas of Georgina Island First Nation; sylvia.mccue@georginaisland.com
Association of Municipalities of Ontario; resolutions@amo.on.ca
Lake Simcoe Watershed MPP's
Conservation Ontario; info@conservationontario.ca
Ontario Salt Pollution Coalition; dani@waterwatchers.ca
The Rescue Lake Simcoe Coalition; rescuelakesimcoecoalition@gmail.com

THE HURON - PERTH CATHOLIC DISTRICT
SCHOOL BOARD PRESENTS

EMPATHY IN ACTION

Join us **IN PERSON** for a three-part series on how trauma shapes our lives, and the relationship between tension-reducing behaviours and addictions.

Facilitated By:

Rami Shami



TOPICS AND DATES

SESSION 1

From Trauma to Addictions: The Impact of Tension Reducing Behaviours

APRIL 10TH - STRATFORD ROTARY COMPLEX
APRIL 23RD - CLINTON LIBRO HALL

SESSION 2

Applying a Trauma-Informed Approach Within Our Classrooms and Homes

APRIL 30TH - STRATFORD ROTARY COMPLEX
MAY 13TH - CLINTON LIBRO HALL

SESSION 3

The Entering: Utilizing a Culturally Humble Approach to Understand Our Children's Needs to Develop Personal Culture

MAY 14TH - STRATFORD ROTARY COMPLEX
MAY 21ST - CLINTON LIBRO HALL

All sessions begin at 6pm and end at 8pm
Further event details are provided upon registration

REGISTER HERE



SERIES SUMMARY

This series looks at how stress, trauma and relationships impact us and our children and youth. The series will highlight coping mechanisms like social media and substance use and offer an understanding about relationships and the ways we release tension in our nervous system.

Session 1 Explores stress, trauma and our nervous system. Discussing reasons our children (and ourselves) may turn to cell phones, social media or substances to cope.

Session 2 Will look at safety, support, collaboration, choice, and trust as strategies to prevent the misuse and/or overuse of tech and substance and engage with our children and youth.

Session 3 Focuses on our current cultures and how to support the growth of the whole child in today's digital world.



ABOUT RAMI SHAMI

Rami Shami brings over 30 years of experience in hospice, palliative care, children's grief, trauma and substance use, working closely with individuals and families. Through his consultative practice, Rami uses a compassionate, person-centered approach to share his extensive knowledge and experiences drawing from his rich understanding of Trauma-Informed Care and Cultural Humility.

REGISTER HERE





NOTICE OF PUBLIC MEETING

Concerning Proposed Official Plan Amendment No. 6 to the Huron County Official Plan

TAKE NOTICE that the Council of the Corporation of the County of Huron will hold a hybrid public meeting on Wednesday, May 7, 2025 at 9:00 a.m. in Council Chambers (1 Court House Square, Goderich) to consider a proposed official plan amendment affecting all lands in the County of Huron under Sections 17 & 21 of the Planning Act, R.S.O., 1990, as amended.

For instructions on how to participate in the Public Meeting, participants are asked to **register with the Planning and Development Department by calling 519-524-8394 ext. 3 or by e-mailing planning@huroncounty.ca**

ANY PERSON may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed official plan amendment.

IF you wish to be notified of the adoption of the proposed official plan amendment, you must make a written request to Susan Cronin, Clerk, County of Huron, 1 Court House Square, Goderich, ON, N7A 1M2.

IF a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Huron before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision of the County of Huron to the Ontario Land Tribunal.

IF a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Huron before the proposed official plan amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Board, there are reasonable grounds to add the person or public body.

ADDITIONAL INFORMATION and a copy of the proposed amendment is available for inspection at the Huron County Planning and Development Department (57 Napier St. Goderich), 519-524-8394 Ext. 3 or by visiting <https://connectedcountyofhuron.ca>

PURPOSE AND EFFECT:

The purpose of this County initiated amendment is to amend the County of Huron Official Plan to ensure consistency with the 2024 Provincial Planning Statement. The following is a list of key changes made to the Plan:

1. Addition of the County's Land Acknowledgement.
2. The Agriculture section is amended with the stronger support for agricultural systems planning, new requirements for agricultural impact assessments and to reflect the County's Housing Friendly Lens relating to additional residential units in agricultural settings.
3. The Extractive Resource section is amended to reflect the Scoped Update to the Huron County Aggregate Strategy.

4. The Natural Environment section is amended to alter the adjacent lands policies to 30 metres for all natural area types.
5. The Settlement Patterns section is amended to remove the comprehensive review requirement at the time of a settlement area expansion and/or alteration to an employment area. All development is now required to consider the impacts of a changing climate.
6. The Implementation section is amended to update the complete application requirements and consultation processes with Indigenous Nations.

DATED AT THE COUNTY OF HURON THIS 4th DAY OF APRIL, 2025.

Susan Cronin, Clerk
County of Huron
1 Court House Square
Goderich, ON, N7A 1M2
(519) 524-8394



Grant Bivol
Town Clerk
Town of Niagara on the Lake
VIA EMAIL: clerks@notl.com

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

April 16, 2025

RE: Support Resolution – Town of Niagara on the Lake Council Resolution regarding
Amendment of Subsection 29(1.2) of the Ontario Heritage Act

Please be advised that Township of Puslinch Council, at its meeting held on March 26, 2025
considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2025-100:

Moved by Councillor Sepulis and
Seconded by Councillor Hurst

**That the Consent Agenda item 6.11 listed for MARCH 26, 2025 Council meeting be
received for information; and**

**Whereas Township of Puslinch Council supports the Town of Niagara on the Lake
Council Resolution regarding Amendment of Subsection 29(1.2) of the Ontario
Heritage Act, that Council direct staff to prepare a support resolution accordingly.**

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information
and consideration.

Sincerely,

Justine Brotherston
Municipal Clerk

CC: Minister of Citizenship and Multiculturalism Hon. Michael Ford, Minister of Municipal Affairs
and Housing Hon. Paul Calandra, The Association of Municipalities of Ontario, MPP Thompson,
all Ontario Municipalities

February 26, 2025

Honourable Doug Ford,
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

EMAIL: Doug.fordco@pc.ola.org

Dear Premier Ford,

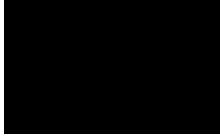
**RE: Requests the Province of Ontario Reconsider the Amendment of
Subsection 29(1.2) of the Ontario Heritage Act**

Please be advised that at its meeting of February 25, 2025, Council of the Town of Niagara on-the-Lake adopted the following resolution:

1. Now Therefore Be It Hereby Resolved That Niagara-on-the-Lake Town Council endorses the resolution from the Municipality of South Huron requesting the Province reconsider the amendment to Subsection 29(1.2) of the Ontario Heritage Act.
2. Be It Resolved That copies of this resolution be forwarded to Minister Premier Doug Ford, the Minister of Municipal Affairs and Housing, the Minister of Citizenship and Multiculturalism, local Members of Provincial Parliament (MPPs); and MPP Thompson.
3. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

If you have any questions or require further information, please contact our office at 905-468-3266.

Sincerely,



Grant Bivol
Town Clerk

c.c. Minister of Citizenship and Multiculturalism Hon. Michael Ford - Michael.Ford@ontario.ca
Minister of Municipal Affairs and Housing Hon. Paul Calandra - minister.mah@ontario.ca
The Association of Municipalities of Ontario - resolutions@amo.on.ca
All local Members of Provincial Parliament (MPPs)
MPP Thompson - lisa.thompsonco@pc.ola.org
All 444 Municipalities of Ontario

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



Ontario

234-2025-1568

April 9, 2025

Dear Head of Council:

To further support municipalities in delivering much-needed housing and other provincial priorities, I am pleased to inform you that our government intends to expand strong mayor powers to your municipality.

Following previous expansions, we have seen strong mayors put these transformative powers into action to support growth, from proposing budgets to setting up organizational structures to proposing by-laws to help advance provincial priorities such as building more homes and constructing and maintaining infrastructure to support housing.

Our government's expectation is that you will make use of these powers in a similar way, supporting provincial priorities that will help our province and our communities grow. These priorities include supporting the construction of new homes, economic development and building infrastructure that supports community growth, including housing-enabling infrastructure like water and wastewater infrastructure, as well as roads, highways, transit and more.

Heads of council in strong mayor municipalities can:

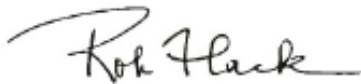
- Choose to appoint the municipality's chief administrative officer.
- Hire certain municipal department heads, and establish and re-organize departments.
- Create committees of council, assign their functions and appoint the Chairs and Vice-Chairs of committees of council.
- Propose the municipal budget, which would be subject to council amendments and a separate mayoral veto and council override process.
- Veto certain by-laws if they are of the opinion that all or part of the by-law could potentially interfere with a provincial priority, such as housing, transit and infrastructure.
- Bring forward matters for council consideration if they are of the opinion that considering the matter could potentially advance a provincial priority.
- Propose certain municipal by-laws if they are of the opinion that the proposed by-law could potentially advance a provincial priority. Council can pass these by-laws if more than one-third of council members vote in favour.

.../2

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at 437-996-2487 or tanner.zelenko@ontario.ca.

Please accept my best wishes.

Sincerely,

A handwritten signature in black ink that reads "Rob Flack". The signature is written in a cursive, flowing style.

Hon. Rob Flack
Minister of Municipal Affairs and Housing

c: Robert Dodd, Chief of Staff
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal and Housing Operations
Division
Municipal Clerk and Chief Administrative Officer



**TOWNSHIP OF RIDEAU LAKES
Special Council Meeting**

RESOLUTION 104-2025
Title: MSC (PW) Rec #78-2025 re: Strong Mayor Powers (for Council approval)
Date: Wednesday, April 16, 2025

Moved by Councillor Dunfield
Seconded by Deputy Mayor P. Banks

WHEREAS at the Municipal Services Committee meeting held April 14, 2025, Recommendation #78-2025 was passed related to the recent announcement from the Government of Ontario on Strong Mayor Powers to an additional 169 municipalities effective May 1, 2025;

AND WHEREAS said recommendation further requested that the Province remove Rideau Lakes from the Strong Mayor Powers Legislation;

NOW THEREFORE be it resolved that the Council of The Corporation of the Township of Rideau Lakes concurs with MSC Recommendation #78-2025.

YES: 5 NO: 2 ABSTAIN: 0 CONFLICT: 0 ABSENT: 1

Carried

YES: 5 Councillor J. Banks Councillor Carr Councillor Dunfield Councillor Hutchings
Deputy Mayor P. Banks

NO: 2 Councillor Maxwell Councillor Pollard

CONFLICT: 0

ABSTAIN: 0

ABSENT: 1 Mayor Hoogenboom



**TOWNSHIP OF RIDEAU LAKES
Municipal Services Committee (PW)**

RECOMMENDATION: 78-2025

Title: Ontario Proposing to Expand Strong Mayor Powers to 169
Additional Municipalities

Date: Monday, April 14, 2025

Moved by Councillor Dunfield
Seconded by Deputy Mayor P. Banks

WHEREAS the Government of Ontario has announced an expansion of strong mayor powers to an additional 169 municipalities, effective May 1, 2025;

AND WHEREAS these powers allow mayors to unilaterally override council decisions, appoint senior municipal staff, and set budgets without majority council approval, undermining the principles of democratic governance;

AND WHEREAS municipal governance functions best through a collaborative decision-making process where elected councils, representing the collective voice of their communities, work alongside experienced municipal staff;

AND WHEREAS there is no evidence to suggest that strong mayor powers have increased housing starts, contrary to the provincial government's stated justification for their implementation;

AND WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) has raised concerns that strong mayor powers blur the lines between political leadership and administrative expertise, threatening the neutrality of municipal public service;

AND WHEREAS the City of Orillia recently experienced a situation where its mayor unilaterally overturned a council decision regarding the hiring of a Chief Administrative Officer, demonstrating the potential for these powers to be misused;

AND WHEREAS the Township of Rideau Lakes has also experienced governance challenges resulting from mayoral overreach, further highlighting the risks posed by concentrating authority in a single elected official;

AND WHEREAS democratic principles require that municipal governance remain a system of "one person, one vote" rather than granting disproportionate power to a single individual;

NOW THEREFORE be it resolved that the Council of the Township of Rideau Lakes:

1. Strongly opposes the expansion of strong mayor powers to additional municipalities, including Rideau Lakes;
2. Calls on the Government of Ontario to reverse this decision and uphold the traditional balance of municipal governance; and
3. Directs the Clerk to send a copy of this resolution to:
 - The Honourable Rob Flack Minister of Municipal Affairs and Housing
 - MPP Steve Clark
 - The Honourable Premier of Ontario Doug Ford
 - The Association of Municipalities of Ontario (AMO)
 - The Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO)
 - All Ontario municipalities for their consideration and support.

AND FURTHER that the Province be requested to remove Rideau Lakes from the Strong Mayor Powers Legislation.

YES: 5 NO: 3 ABSTAIN: 0 ABSENT: 0

Carried

YES: 5

Councillor J. Banks Councillor Carr Councillor Dunfield
Councillor Hutchings Deputy Mayor P. Banks

NO: 3

Mayor Hoogenboom Councillor Maxwell Councillor Pollard



Town of Amherstburg

OFFICE OF THE MAYOR

Michael Prue, Mayor

April 15, 2025

SENT VIA EMAIL

Premier of Ontario
Legislative Building
Queens Park
Toronto, ON, M7A 1A4
VIA EMAIL: premier@ontario.ca

Attn: The Honourable Doug Ford, Premier of Ontario

Re: Resolution# 20250414-011 - Opposition to Strong Mayor Designation for the Town of Amherstburg

At its regular meeting on **April 14, 2025**, Amherstburg Town Council passed **Resolution 20250414-011** in response to the Province's recent proposal to designate Amherstburg as a **"Strong Mayor" municipality**, effective May 1, 2025.

WHEREAS the Province of Ontario has proposed to designate the Town of Amherstburg as a "Strong Mayor" community, granting enhanced powers to the Mayor effective May 1, 2025; and,

WHEREAS the Strong Mayor powers significantly alter the balance of governance at the municipal level, undermining the role of Council in decision-making and weakening the fundamental democratic principle of majority rule; and,

WHEREAS the Town of Amherstburg has a long history of collaborative, transparent, and accountable local governance built upon a foundation of Council-debate and shared decision-making; and,

WHEREAS many municipally elected officials across the province and members of the public have expressed significant concern regarding the imposition of these powers; and,

WHEREAS the Town of Amherstburg did not formally request or express a desire to be designated under the Strong Mayor framework; and,

WHEREAS a growing number of municipalities and elected officials across Ontario are questioning the appropriateness of the Strong Mayor system and are calling for its reconsideration or repeal;

THEREFORE BE IT RESOLVED that Amherstburg Town Council formally request that the Premier of Ontario and the Minister of Municipal Affairs and Housing immediately remove the Town of Amherstburg from the list of municipalities designated under the Strong Mayor legislation;

AND BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, all regional Members of Provincial



Town of Amherstburg OFFICE OF THE MAYOR

Michael Prue, Mayor

Parliament, all Ontario municipalities, and the Association of Municipalities of Ontario (AMO) for their awareness and support.

We thank you for your attention to this matter and urge you to respect the democratic wishes of our Council and community.

Sincerely,

Michael Prue, Mayor
Town of Amherstburg

Cc: The Honourable Paul Calandra (Minister of Municipal Affairs and Housing)
Regional Members of Provincial Parliament
All Ontario Municipalities
The Association of Municipalities of Ontario (AMO)



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca

April 16, 2025

Honourable Premier Doug Ford
Via Email: premier@ontario.ca

Honourable Rob Flack, Minister of Municipal Affairs and Housing
Via Email: rob.flack@ontario.ca

Dear Premier Ford and Minister Flack,

Re: Opposition to Strong Mayor Powers – Proposed Amendments to O. Reg. 530/22

Please be advised that at its Regular Meeting held Monday, April 14, 2025, the Council of the Town of Kingsville passed the following resolution respecting the matter referenced in the above subject line:

78-04142025

Moved By: Councillor Gaffan

Seconded By: Deputy Mayor DeYong

Whereas on April 9, 2025, the Government of Ontario (hereafter, the "Province"), led by Premier Doug Ford, announced a proposal to expand by "Strong Mayor Powers" as provided for by Part VI.1 of the *Municipal Act, 2001*, to the heads of council in 169 additional municipalities, including the Town of Kingsville, effective May 1, 2025;

And whereas Strong Mayor Powers erode democratic process and have fundamentally altered the historic model of local governance, which has existed for almost two centuries, by:

- providing the head of council with the authority to unilaterally give direction and make certain decisions without a consensus from a majority of the members of council; and,
- creating a power imbalance by providing the head of council with special powers that other members do not generally have.

And whereas the Province is undermining the local governance model and municipal independence by attempting to advance its priorities through municipalities, and downloading its responsibilities to the same.

Now therefore be it resolved that:

- The Council of the Corporation of the Town of Kingsville ("Council") **opposes** the expansion of Strong Mayor Powers, as announced on April 9, 2025;
- That Council **requests** that the proposed amendments to O. Reg. 530/22 to Expand Strong Mayor Powers and Duties to Additional Municipalities not include the Town of Kingsville; and;
- That Council **directs** the Acting Manager of Municipal Governance/Clerk to forward a copy of this resolution to Doug Ford, Premier of Ontario; Rob Flack, Minister of Municipal Affairs and Housing; All Four Local MPPs; AMCTO, AMO and All Ontario Municipalities

Carried.

Sincerely,

A handwritten signature in black ink that reads "Angela Toole". The signature is written in a cursive, flowing style.

Angela Toole, Acting Manager of Municipal Governance/Clerk

Email: atoole@kingsville.ca

Phone: 519-733-2305 ext. 223

cc. Anthony Leardi, MPP, Essex
Trevor Jones, MPP, Chatham-Kent - Leamington
Andrew Dowie, MPP, Windsor-Tecumseh
Lisa Gretzky, MPP, Windsor West
AMCTO
AMO
All Ontario Municipalities

From: Kathryn Desrosiers <kdesrosiers@town.aylmer.on.ca>

Sent: Thursday, April 10, 2025 8:04:48 a.m.

To:

Subject: United in Democracy: Strong Mayor Powers Motion for Your Consideration

Dear Colleagues,

I am writing to share a draft motion that was developed collaboratively with fellow elected officials from neighboring municipalities. This motion speaks to a concern we share deeply—the recent expansion of Strong Mayor Powers by the Province of Ontario.

As stewards of local democracy, we have a duty to uphold the principles of transparency, accountability, and collaborative governance. The proposed expansion of these powers' risks undermining those very foundations by concentrating authority and diminishing the voices of our councils and communities. Our motion aims to address these concerns clearly and respectfully, advocating for a governance model that remains inclusive and democratic.

In the spirit of unity and collective strength, I invite you to bring this motion forward to your own councils, should you feel inclined. You are encouraged to revise it as needed to reflect the values, context, and priorities of your municipality. Please also feel free to circulate this email and motion to other municipal councils within your region who may wish to consider lending their voices to this collective effort.

When municipalities stand together, we amplify our voice.

Thank you for considering this. If you wish to discuss or collaborate further, please do not hesitate to reach out.

With respect and solidarity,

Kathryn Desrosiers

Town Councillor| Town of Aylmer

46 Talbot Street West, Aylmer, ON N5H 1J7

519-773-3164 | Fax 519-765-1446

kdesrosiers@town.aylmer.on.ca | www.aylmer.ca



MOTION TO ADDRESS CONCERNS REGARDING THE EXPANSION OF STRONG MAYOR POWERS

WHEREAS the Ontario government has proposed expanding the “strong mayor” powers to 169 additional municipalities under the proposed legislation, which would grant mayors in these municipalities more authority, particularly concerning the control of municipal budgets and planning decisions;

AND WHEREAS this proposal has raised significant concerns regarding the centralization of power, erosion of local democracy, reduced accountability, and the potential for the abuse of power;

AND WHEREAS the proposed expansion of strong mayor powers undermines the collaborative nature of municipal governance, and diminishes the role of elected municipal councillors in representing the diverse interests of the community;

AND WHEREAS concerns have been raised about the negative impacts on public trust, democratic participation, and municipal decision-making processes, if mayors are given the ability to bypass council decisions without adequate consultation or oversight;

NOW THEREFORE BE IT RESOLVED THAT the Council of the [REDACTED] opposes the expansion of Strong Mayor Powers;

AND THAT the Council formally expresses its opposition to the Ontario government's proposal to expand Strong Mayor Powers to preserve local democracy, transparency, and accountability;

AND THAT the Council encourages advocacy for democratic principles and for municipal governance systems that prioritize collaboration, inclusivity, and democratic engagement;

FURTHER BE IT RESOLVED THAT a copy of this motion be forwarded to the Ontario Premier, the Minister of Municipal Affairs and Housing, all Ontario municipalities, as well as the Association of Municipalities of Ontario (AMO) for further action.

Respectfully,

Ministry of Education

Minister

315 Front Street West
Toronto ON M7A 0B8

Ministère de l'Éducation

Ministre

315, rue Front Ouest
Toronto ON M7A 0B8



April 22, 2025

Dear Parents,

As you may be aware, the current term of the federal child care initiative is coming to an end on March 31, 2026.

Ontario has informed the federal government that we would like to see an extension of the program that would allow the province to succeed in achieving \$10/day child care beyond March 31, 2026. Ontario has indicated that we remain committed to our share of the funding to assure we can make this happen.

At this point, the federal government has not indicated its willingness to fully fund its portion to deliver on its promise of \$10/day child care in Ontario. Without adequate funding, Ontario families could see fees rise above \$22/day starting April 1, 2026, and continue to rise thereafter.

However, we are hopeful that the federal government will step up with stable and adequate funding for Ontario families before the federal program expires.

I will continue to keep you informed so that you can plan accordingly.

Sincerely,

A blue ink signature of Paul Calandra, written in a cursive style.

The Honourable Paul Calandra
Minister of Education

From: Dr. Dolittle <dr.e.k.dolittle@gmail.com>

Sent: April 6, 2025 21:36

To:

Subject: Re: Good morning

Hi there, all you wonderful thinkers and planners.

I have been reading some of the comments about the **Memorial Arena** usage in Goderich and wanted Leah, as Deputy Mayor, to know my thoughts along with Trevor, our Mayor and Ashfield-Colborne-Wawanosh (ACW) representatives, Mayor, Glen McNeil and Deputy Mayor, Bill Vanstone as well as Lisa Thompson, MPP and Ben Lobb, MP. I know that Trevor and Leah have already read much of this feedback due to their enthusiastic engagement in the process. Feel free to communicate these attachments, included above, from our directors to your councilors, staff and representatives in parliament.

Please know that our **MacKay Centre for Seniors** is quite representative of our Ontario Rural population participation of the senior demographic in our and other rural communities since our membership represents over 500 citizens, not including their families. Approximately 10% of our Goderich and ACW current population take part in our programs at the MacKay Centre so take my comments with that in mind since **80%** of our members are from the Goderich community and **20%** are from ACW.

I believe that our seniors are benefiting from the volunteer and paid blessings of our staff from the programming they receive in Goderich and ACW.

I am biased based on my research and past studies of this and other seniors' communities. As you may know, the future of the Memorial Arena is up for discussion lately since it has been completely shut down from a community usage standpoint in 2024. The **Memorial Arena** could augment the wonderful activities that have been introduced to Goderich including, but not limited to: meals programs to challenged seniors and underserved food deserts, shuffleboard, pickleball, line dancing, yoga, cards of all types, meditation, music, tai chi, the library, art club and many other innovative programs such as a myriad of guest speakers and artists that engage this retirement community in realizing their happiness and potential. This cannot be done without significant investment in the structural retrofit or demolition and rebuild of this wonderful community asset.

I feel that it is our responsibility to continue this effort in any way we can, based on our current and previous government and council's initiatives and dedication to our communities. The Memorial Arena is a platform on which to build an ongoing legacy no matter how it proceeds, so your support of the next steps, no matter how they unfold, will augment the future of our population's future enjoyment of activity and happiness.

Thank you for all your hard work and inclusive communication about this challenging transition.

We always have and will appreciate your thoughtful and kind inclusion of this demographic in your decision making process.

Sincerely,

E. Kent Gillin, Chair

MacKay Centre for Seniors

On Sun, Apr 6, 2025 at 8:13 PM Dr. Dolittle <dr.e.k.dolittle@gmail.com> wrote:

Thanks for the comprehensive reply Larry. I have hopes that the evaluation committee hired to consult will evaluate the huge asset they have in the MacKay Centre demographics and streamline the process to accommodate the senior community in its quest for health and wellbeing. That being said, the taxpayers will take the brunt of this transition no matter what and they need to be consulted and intellectually informed throughout the process. It is great that the Town of Goderich is collaborating with all our citizens in an open and honest forum.

Thanks for all your input,

Kent

On Sun, Apr 6, 2025 at 7:28 PM Eastlink <lpapernick@eastlink.ca> wrote:

Got it ..and thanks..

I was also there.....my only add on to what Pam saidI am interested to know what the financial costs would be notably if it is decided to renovate the building to make it safe and useable what is the approximate cost to bring it up to code etc and then what is the projected annual ongoing P&L...how much will the arena generate in terms of users vs annual operating costs..this data understandably is yet to be presented but as a taxpayer it is useful/important to know...as I understand this segment with the consultants - it was more for them to learn what possible users could benefit from the Arena upgraded etc..

I understand this segment was to focus on potential users ...and based on that information the consultants can then better evaluate the decision to continue or not continue with the arena taking into account the finances...

Putting aside the loyalty that MacKay (which is immeasurable and was emphasized to the Consultants) has with its ongoing 500 plus membership ..the potential MacKay Hall to possibly access more space - call it 2000 sqft to accommodate the increase in growth in the current fitness programs ie YOGA and space for meetings as there is currently in

some instances where we are full and short of space ...as pointed out to the consultants this would be a bonus to MacKay Hall - again dependent for my reference on the finances etc..

I did suggest to the consultants if time permitted for them to tour our premises so they could better understand based on our comments what our shortfalls are ie demand to accommodate increased attendance for fitness groups and from time to time space for meetings etc.... their response was to try and get over to see our premises on Saturday ..Kim indicated she would be there ..whether they had time to go ..don't know but it was an open invite...

One last point ..yesterday at 5.00 ...the consultants as I understand presented an overview of what they learned the past two days ..as of right now I don't know the link to listen to this presentation but it is forthcoming ...this would be a good to hear what they said and once I know the link etc - I can update everyone ...I am interested in what they said..

Thanks for listening..a bit of rambling per se but this is an important topic not only for MacKay Hall for for Goderich resident taxpayers..

Please share with those Directors who don't have email etc..

Larry

Sent from my iPad

On Apr 6, 2025, at 6:07 PM, Dr. Dolittle <dr.e.k.dolittle@gmail.com> wrote:

Thanks for the concise update Pam. I am happy that the MacKay Centre contingent was there to express the interests of the population we represent.

Thank you,

Kent

On Sun, Apr 6, 2025 at 7:49 AM Pamela Somers <pamelasomers@icloud.com> wrote:

Debrief from Friday session at Comfort Inn regarding the Memorial Arena

Attendees

Kathleen

Sharon

Bonnie

Kim

Pam

After a lot of discussion regarding the use and necessity of the Mckay Hall

We all recommended to convert the Arena to a multipurpose community centre to be used by various groups , and an outdoor space for relaxation for everyone .

The Mckay Hall to remain as status quo with some room available at the new Community centre for larger activity groups with plenty of parking .

The Mayor stressed that there is no interest in asking in asking us to move completely ever!

Best Regards

Pam

Sent from Pam's iPad

--

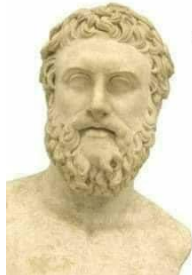
Dr. Dolittle Favourite Quotes:

" Are organisms really just algorithms, and is life really just data processing?

What is more valuable - intelligence or consciousness?

What will happen to society, politics and daily life when non-conscious but highly intelligent algorithms know us better than we know ourselves?"...

(Y.N. Harari, 2015)



"ehh, good enough"
~ *Mediocre*

From : Earl Pennington
Chairman Goderich Pickleball
Advisory Committee

To: Goderich Town Council

CC: Kyle Williams Community and Services Operations Manager

Re: Cleaning and repairs to the Columbus Park Pickleball Courts

Council Members

I am the chairman of the Goderich Pickleball Advisory Committee which comprises of volunteers from the local Pickleball community to help address issues that may arise among the Pickleball community. I was also co-chairman with Bruce Thomasson in building the Pickleball courts at Columbus Park.

Bruce and I had left over funds from the project that we gave to the town to be used towards the Columbus Park and the new Pickleball Courts. Additional funds were set aside to be used to purchase items deemed necessary by the Pickleball community. Finally funds raised by an individual were also given to the town to be used again for the Pickleball community.

I met with Kyle Williams and Greg Morningstar to discuss the condition of the Pickleball Courts. The courts are in bad need of a proper washing and there are at least three courts that need some surface repairs due to spiderweb cracking.

The intent of this letter is to request the acceptance of a quote to have Just for Tennis, the company who painted the courts come and wash the courts. The courts have a sand/resin base and if not done properly, the sand is removed causing the courts to become slippery. The intent is to have Just for Tennis wash the courts with myself and town staff present to observe how it is done with the intent to then wash the courts ourselves in the future. The courts should be washed every two years and they are well overdue. The cost of washing the courts is approximately \$800.00. I have included a quote for the washing with this letter.

We identified three courts that need some repair to stop the spreading of the spiderweb cracks and return the surface to its original condition. This work would take approximately 1-2 weeks at a cost of around \$8000.00. Moneys for the washing and repairs would come out of the moneys set aside for the courts as mentioned above.

I am asking for councils support to go ahead with the above requests so that we can keep this valuable town asset and one that is well used in top playing condition

Earl Pennington
Chairman Goderich Pickleball
Advisory Committee

From: Clive Barry clive@justfourtennis.com
Subject: Split Quotes
Date: March 28, 2025 at 2:22 PM
To: Earl Pennington jamesp@hurontel.on.ca



Hi Earl,
Here are the two quotes that you requested yesterday.
Make sure you take a look at the fine print in the repair quote - especially the parts in red. Not much we can do about this.
Thank you again for the opportunity.
Clive

Clive Barry
Owner
JUSTFOUR TENNIS



 clive@justfourtennis.com

 +1 519 490 8289

SAVE CONTACT



457 Ignatiefna St.,
Petrolia, ON N0N 1R0
Phone: 519.490.8289
BN: 75190 3915 RT0001

TO
Goderich Pickleball
c/o Earl Pennington
email: jamesp@hurontel.on.ca

ESTIMATE



Estimate #	Date
11568	March 28th 2025

DESCRIPTION OF WORK				
Columbus Park Pickleball Courts - Asphalt Repairs				
ITEMIZED COSTS	QTY	UNITS	UNIT PRICE	AMOUNT
Grind all areas requiring repair to eliminate all raised edges in cracks. Apply modified resurfacer to fill all cracks. Apply polyester stitch bonded reinforcing fabric. Apply 2 coats of resurfacer. Apply 2 coats of color coat to match existing. Restore court lines as required. Court 6: whole court, all blue and purple Court 5: purple only Court 2: purple only				
			Total	\$8,044.00

Notes:
Water and hydro within 75' of court assumed.
Water and hydro access minimum 12hrs/day, 7days/week including public holidays.
Site access minimum 12hrs/day, 7days/week including public holidays.
MSDS for products available upon request.
Warranty: 12 months on all workmanship.
Estimate does not include HST
Validité: Due to the uncertainty of ITC's annual import/export tariffs, this estimate may change

Please check with us before ordering.
Exchange Rate: The exchange rate used in this estimate is 0.69
Due to the current economic uncertainties between Canada and USA, the rate used herein may change



457 Ignatiefna St.,
 Petrolia, ON N0N 1R0
 Phone: 519.490.8289
 BN: 75190 3915 RT0001

TO

Goderich Pickleball
 c/o Earl Pennington
 email: jamesp@hurontel.on.ca

ESTIMATE



Estimate #	Date
11569	March 28th 2025

DESCRIPTION OF WORK				
Columbus Park Pickleball Courts - Clean Courts				
ITEMIZED COSTS	QTY	UNITS	UNIT PRICE	AMOUNT
Clean courts in accordance with surfacing manufacturer specifications. Includes application of cleaning solution and rinsing with rotary surface cleaner.				
			Total	\$830.00

Notes:
Water and hydro within 75' of court assumed.
Water and hydro access minimum 12hrs/day, 7days/week including public holidays.
Site access minimum 12hrs/day, 7days/week including public holidays.
 MSDS for products available upon request.
 Warranty: 12 months on all workmanship.
 Estimate does not include HST
 Cleaning undertaken with proposed repair work.



Report Date: March 6, 2025

Goderich Drinking Water System – 2024 Compliance Summary

This document is a compliance summary for the Goderich water supply for the year 2024 as per Reg. 170/03 Schedule 22. A full summary of the water system's test results, flows and significant activities can be found in the Annual Report.

Responsibility for Water Supply, Treatment and Storage

Provincial Legislation sets out the responsibility for water supply in the Town of Goderich. Under the *Municipal Act, 2001*, the Town of Goderich is responsible for the treatment and storage of water in the Town of Goderich. Veolia Water has been retained by the Town of Goderich as the Operating Authority for the Goderich Drinking Water System.

System Description

The Goderich water system is characterized as a “surface water” system and is classified as a large municipally owned water system. The plant and the equipment have a daily maximum capacity to deliver 12,000 cubic meters of potable water to the Town of Goderich.

The water source is Lake Huron and the water treatment plant is located at 100 Cove Rd. in Goderich. The water treatment plant is a Supervisory Control and Data Acquisition (SCADA) controlled conventional surface water treatment plant providing chemically assisted filtration and chlorine gas disinfection. The plant is equipped with an intake, coarse prescreening, rapid mixer, flocculation basins, sedimentation basins, rapid sand/anthracite filters, gas chlorinators and a chlorine contact reservoir.

The plant, originally constructed in 1964, was upgraded in 1988 with the chlorine contact facilities being added in 2005. Improvements to the SCADA system were completed in 2007. The new PLC was added to the SCADA in 2020.

The attached distribution system is a combination of PVC, ductile iron and cast iron water mains. Much of the system has been updated since 1989 and the systematic replacement plan began in that year and continues with annual projects scheduled based on necessity.

In addition to the water mains and associated valves and hydrants, the distribution system equipment includes storage facilities which includes an in ground reservoir containing 5,000 cubic meters of water and an elevated tank constructed in 1949, containing 941 cubic meters.



Disinfectant

Disinfection is achieved at the Goderich water plant through the use of gaseous chlorine. This chemical can also be used at the intake for zebra mussel control, if needed. Chlorine can be dosed in a diluted form at two points in the system, referred to as (PRE) and (POST) Chlorination.

The PRE-chlorination point is just prior to the filters.

The POST-chlorination point that can be utilized is at the point of entry to the clear well, immediately after the water has passed through the filters.

In 2024, the average chlorine dosages ranged from 1.84 mg/L to 3.60 mg/L depending on the quality of the raw water. The free chlorine residual was monitored at the point of entry to the distribution system. The target residual is between 0.99 mg/L and 1.90 mg/L depending on the water quality. The yearly average chlorine residual for 2024 was 1.84 mg/L.

Additional chlorination is periodically added at the Booster Station in-ground reservoir using 12% sodium hypochlorite as needed. The average chlorine residual for 2024 was 1.00 mg/L at the Booster Station.

Fluoride

The Goderich water plant added supplementary fluoride to the treated water in 2024. This was done using a 23.25% hydrofluosilicic acid solution. The target residual for dosage is between 0.60 mg/L and 0.80 mg/L as recommended by the Huron Public Health (HPPH). The average monthly residuals for fluoride were between 0.19 mg/L and 0.72 mg/L. The MAC for fluoride is 1.50 mg/L.

Carbon

The Goderich water plant has the capability of feeding powdered activated carbon. This chemical is used to prevent taste and odour problems associated with dying algae blooms. It can also be used to remove petroleum products from the water. It was not necessary to feed this chemical in 2024.

Flows

The Goderich water treatment plant has a permit to take water (PTTW), #5204-C5JGSY which allows the transfer of 15,890 cubic metres per day. The PTTW was issued on August 3, 2021 and will expire on August 31, 2031. This was not exceeded in 2024.

The Goderich Drinking Water System Drinking Water Works Permit (#084-201 Issue #5) was issued August 11, 2020. The maximum daily flow in 2024 was 7,384 cubic metres per day or 46.47 % of the PTTW. The daily average of 3,449 cubic metres was 21.71 % of the PTTW.



Consideration should be given to the actual production of deliverable drinking water. ***Veolia would estimate that the actual production of drinking water would be 10,000 m³ per day. With this in mind, the maximum daily flow is 73.84 % per day and the annual average is 34.49 %.***

Complete monthly summaries of the flows are included in the 2024 Annual Report.

The maximum flow is 165 litres per second. The major limiting factor at the water plant is the capacity of the filters. The maximum allowed flow corresponds with the maximum flow at which the filters can efficiently remove sediment and the pathogens contained within the raw water from Lake Huron.

The maximum flow across the filters was 7,384 cubic meters per day in 2024 as recorded by the raw water flow meter.

Adverse Water Quality Incidents (AWQI)

There was one Adverse Water Quality Incident in 2024 (AWQI #165548).

Precautionary Boil Water Notices

Precautionary Boil Water Notices (PBWN) can be issued by the operating authority as a result of low pressure incidents on limited portions of the distribution system. These are put in place on the advice of the HPPH as acts of due diligence. There were (2) PBWN's issued to residents in 2024, due to water main break and a watermain replacement project..

Boil Water Advisory

There were no Boil Water Advisories issued by the HPPH for the Goderich water system in 2024.

Annual Ontario Ministry of The Environment, Conservation and Parks Inspection

The most recent Ministry of Environment, Conservation and Parks (MECP) Inspection was completed by Rhonda Shannon on April 14, 2024

There were no non-compliances noted. The rating was 96.7%.



Infrastructure Assessment

Regular contact is maintained with the Town of Goderich's representatives. The Jobs Plus program is continually updated with preventative and corrective maintenance issues and a complete summary can be forwarded to the client upon their request. There are monthly reports that ensure communication between the Operating Authority and the client. Through periodic meetings, issues and capital items are discussed. Capital items for 2024 were submitted to the Town's representative in November, 2023.

The Annual Management review was conducted by the operating authority on October 17, 2024 as per the DWQMS requirement in Element 14. The semi-annual meeting between the client and the operating authority took place by May 27 and November 24, 2023 as per Element 15 of the DWQMS.

The Internal Audit was last completed on November 19, 2024 and the last Risk Assessment was last completed May 15, 2024. The Surveillance Audit was completed by SAI and Accreditation May 8, 2023. An Emergency Response Exercise was conducted by the Town of Goderich on June 26, 2024 which Veolia's Compliance Coordinator and Lead Operator attended.

Sarah Telford Compliance Coordinator

Veolia Water Canada, Inc.

100 Cove Road, P.O. Box 185
Goderich, Ontario N7A 3Z2
Tel 519-524-6583 ext 317 - Fax 519-524-9358

sarah.telford@veolia.com
www.veoliawaterna.com



March 28, 2025

Town of Goderich
c/o Sean Thomas – Director of Operations
57 West St
Goderich, ON
N7A 2K5

RE: Goderich WWTP Works # 120000943
Annual Report for Reporting Year 2024

Veolia Water Canada is pleased to submit the 2024 annual report for the Goderich WWTP as per requirement of Condition 10, Reporting, Sub-section (6) of Amended Certificate of Approval 0749-7KEJHK issued October 16th, 2008.

If you have any questions or concerns, please do not hesitate to call.

Respectfully yours,

Steve Johnston
Veolia Water - Goderich

Annual Report

2024 Operating Year

Goderich Water Pollution Control Plant

Works # 120000943

PREPARED BY

Veolia Water

**211 Sunset Drive
Goderich, ON
N7A 4C5**

FOR

The Town of Goderich

Sean Thomas - Director of Operations

**57 West St
Goderich, ON
N7A 2K5**

Resourcing the world



Table of Contents

1.0 Introduction	4
2.0 Summary and Interpretation of Monitoring Data	6
2.1 Flows	6
2.2 Raw Sewage Sample Results	10
2.3 Final Effluent ECA Objectives and ECA Compliance Limits	11
2.4 Final Effluent	12
2.5 Performance Summary	15
3.0 Operations	16
3.1 General	16
3.2 Operating Problems	16
3.3 Maintenance	16
3.4 Effluent Quality Assurance	17
3.5 Calibration of Effluent Monitoring Equipment	17
3.6 Effluent Quality Objectives	17
3.7 Sludge	18
3.8 Complaints	19
3.9 Bypasses	19
Tables/Appendix	
2.1 Summary of 2024 Monthly Flows/ Rainfall	6
2.1.2 Water Treatment Plant vs. Water Pollution Control Plant Monthly Flows	7
2.1.3 Visual Representation of Flows Produced at WTP vs Flows Treated at WWTP	8
2.2 Summary of Raw Sewage Concentrations	10
2.3 Final Effluent ECA Design Objectives	11
2.3.2 ECA Final Effluent Limits	11
2.4 Summary of Final Effluent Monthly Samples Average Lab Results	12
2.4.2 Final Effluent Weekly Lab Sample Results	13
2.5 Overall Sewage Reduction Based on Annual Averages	15
3.7 Five Year Comparison of Tonnes and Loads of Sludge Hauled to Landfill	18
FIGURE 1.1 WPCP Schematic	5
FIGURE 2.5 Performance Summary Visualization	15
APPENDIX "A" Plant Data	21
APPENDIX "B" Effluent Flow Meter Calibration Certificate	22

1.0 INTRODUCTION

The Town of Goderich Water Pollution Control Plant, Works #120000943 is located at 211 Sunset Drive and is a Class III Wastewater Treatment Facility.

The wastewater treatment system was originally constructed in 1967. Throughout the years the plant has undergone many expansions with the last being completed in 2009 with the installation of Ultraviolet Light (UV) disinfection in place of Chlorine gas as a disinfectant.

The system is operated under Amended Certificate of Approval (ECA) No. 0749-7KEJHK, dated October 16, 2008.

The works consist of the following components:

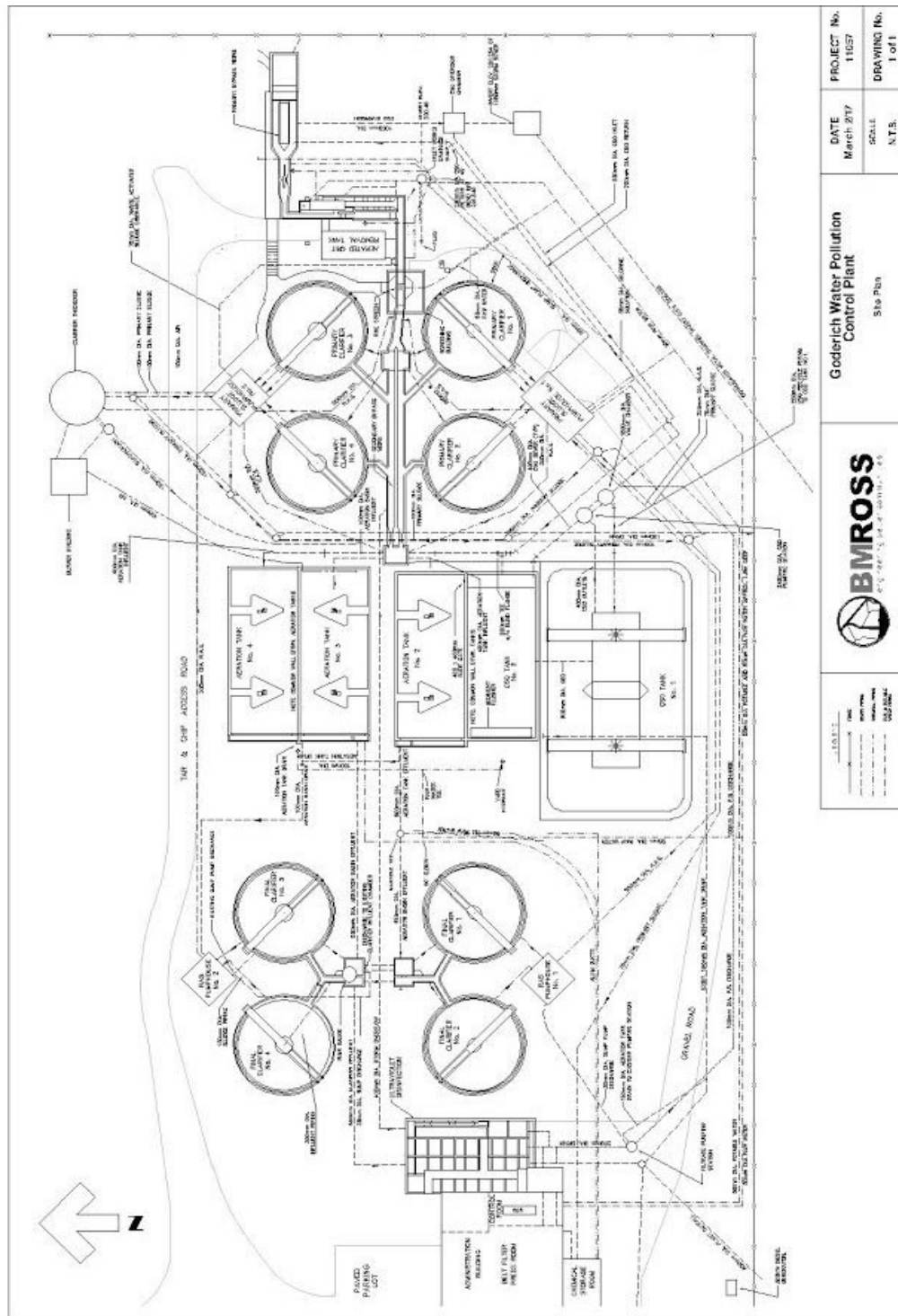
- Course fixed Bar Screen.
- Aerated Grit Tank and Grit removal system.
- Inclined Mechanical Fine Screen and Compactor
- 4 Primary Clarifiers.
- 2 Raw Sludge Pumps
- 1 Waste Return Pump
- 3 Aeration Tanks with two (2) mechanical aerators in each.
- 4 Secondary Clarifiers.
- 6 Return Activated Sludge Pumps
- UV Disinfection System
- Belt Filter Press
- By-pass Diversion Chamber
- 2 Combined Sewer Overflow (CSO) Tanks

A schematic of the treatment facility is shown as **Figure 1.1**. The Water Pollution Control plant is operated by Veolia Water Canada.

Veolia is also responsible for the following Pumping Stations:

- Station A – Outside of Salt Mine on North Harbour Rd.
- Station B – North end of the Harbour.
- Gloucester Terrace – North end of Cambria Rd
- Main Beach – North side of road just before Washrooms and Concessions building
- South Cove – East side of Bethune Crescent by Community Clubhouse
- Essex Street – West side of Essex Street. North East corner of Park (end of Picton Street)
- Anglesea St – 173 Anglesea St. North Side of Rd near Anglesea and Albert Intersection

Figure 1.1



2.0 SUMMARY AND INTERPRETATION OF MONITORING DATA

2.1 Flows

Flow data for the reporting period is obtained from the SCADA system and records maintained by Veolia, the operator of the works. **(See Appendix A)** The flows are recorded from an open channel flow meter located at the south end of the UV disinfection channel.

Table 2.1 is a summary of the 2024 monthly flows at the WPCP and monthly recorded rainfall amounts. The annual average daily flow for 2024 was 4,890 m³/day, which is 54% of the rated plant flow capacity of 9,050m³/day.

Table 2.1 | 2024 Monthly Flow / Rainfall Amounts

Month	Total Flow (m ³)	Average Day (m ³)	Maximum Day (m ³)	Rainfall (mm)
January	252,516	8,146	12,481	59.20
February	166,474	5,740	8,713	6.40
March	178,105	5,745	8,564	61.70
April	188,132	6,271	9,370	112.80
May	162,674	5,248	6,701	58.40
June	124,662	4,155	5,268	28.30
July	127,960	4,128	7,844	24.10
August	108,650	3,505	4,398	11.10
September	104,883	3,496	6,951	43.30
October	93,179	3,006	3,599	26.80
November	93,270	3,109	3,810	37.80
December	190,044	6,130	13,766	39.20
Total	1,790,549			509.10
Average		4,890		42.43
Maximum			13,766	

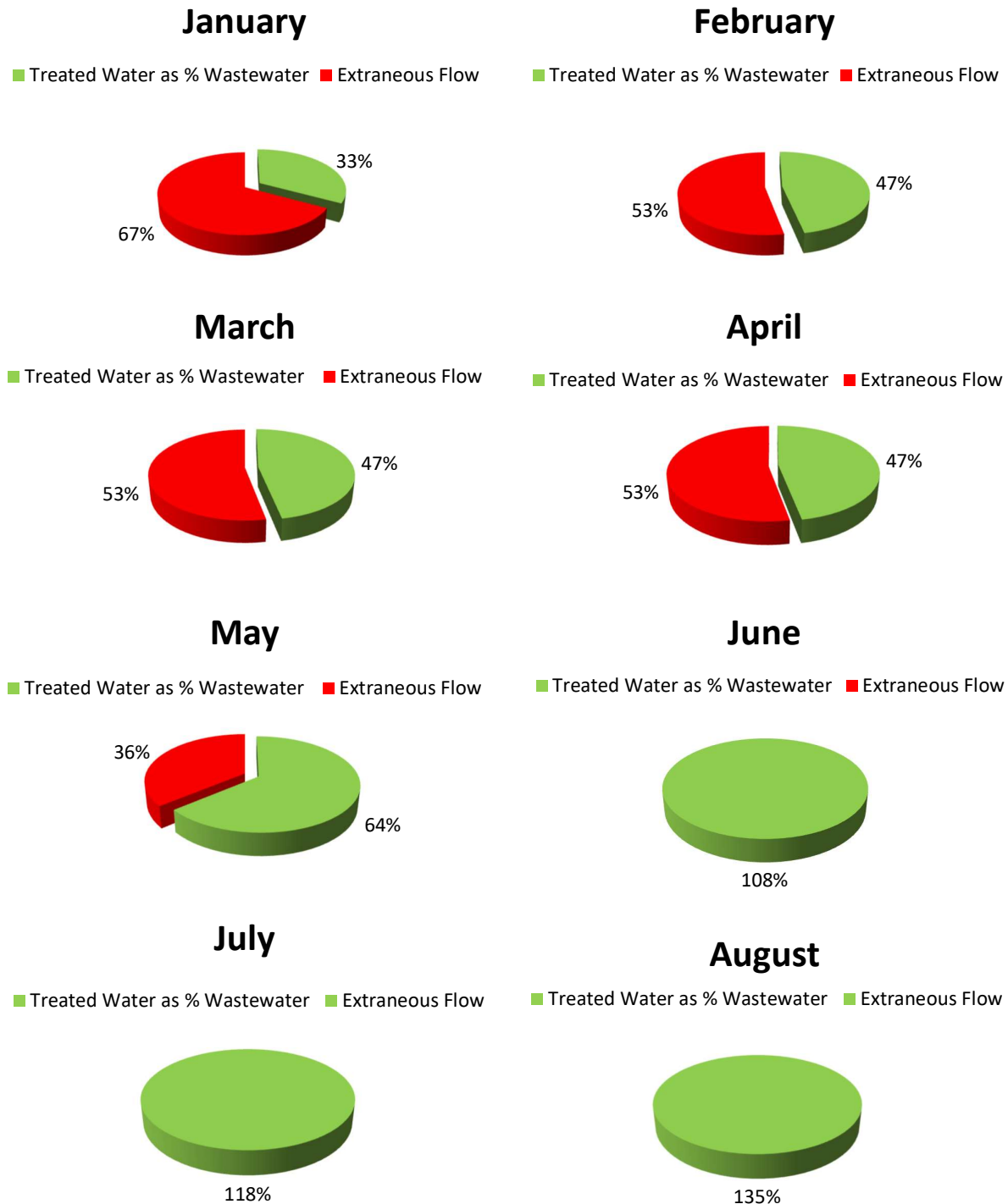
Table 2.1.2 is a monthly comparison of the Water Treatment plant flows (Treated Water) versus the Water Pollution Control plant effluent flows. The Treated Water enters the Distribution System for use and then is returned via the Collection System for treatment at the Wastewater Treatment Plant.

Table 2.1.2 | Water Treatment Plant vs. Water Pollution Control Plant 2024 Monthly Flows.

Month	Water Treatment Plant		Water Pollution Control Plant		Water Flows as a % of Wastewater
	Monthly Flows (m³)	Daily Avg. (m³)	Monthly Flows (m³)	Daily Avg. (m³)	
January	84,133	2,714	252,516	8,146	33 %
February	78,403	2,691	166,474	5,740	47 %
March	84,452	2,724	178,105	5,745	47 %
April	88,765	2,959	188,132	6,271	47 %
May	103,618	3,343	162,674	5,248	64 %
June	134,616	4,487	124,662	4,155	108 %
July	151,643	4,892	127,960	4,128	118 %
August	146,192	4,716	108,650	3,505	135 %
September	119,515	3,984	104,883	3,496	114 %
October	102,211	3,297	93,179	3,006	110 %
November	83,704	2,790	93,270	3,109	90 %
December	86,576	2,793	190,044	6,130	46 %
Total	1,263,468		1,790,549		
Average	105,289	3,452	149,205	4,890	80 %

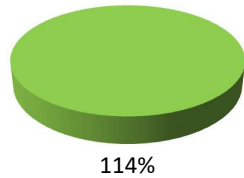
Table 2.1.3 is a visual representation of the flows produced and entering the distribution system from the Water Treatment Plant and the flows entering and treated at the Wastewater Treatment Plant. The differences are listed as extraneous flows.

Table 2.1.3 | Visual Representation of Flows Produced at WTP vs Flows Treated at WWTP



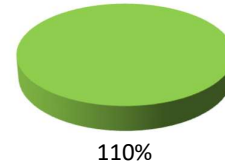
September

■ Treated Water as % Wastewater ■ Extraneous Flow



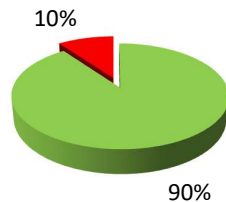
October

■ Treated Water as % Wastewater ■ Extraneous Flow



November

■ Treated Water as % Wastewater ■ Extraneous Flow



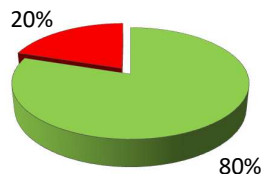
December

■ Treated Water as % Wastewater ■ Extraneous Flow



Total - Annual

■ Treated Water as % Wastewater ■ Extraneous Flow



The Distribution and Collection systems are essentially a closed system. What enters the Distribution system, treated water, should be the bulk of what is returned via the Collection system to the Wastewater Treatment Facility.

As can be seen in the above table and subsequent charts, there are significant flows most months of the year that are referred to as “extraneous” flows. These amounts cannot be accounted for from the treated water numbers entering the Distribution system. As everything that enters the Wastewater Treatment Plant must enter from the Collection system, these “extraneous” flows are picked up in the Collection System and returned to the Wastewater Treatment Plant for Treatment.

Treated Water flows for June, July, August, and September, and October are 108%, 118%, 135%, 114%, and 110% of Wastewater Flows respectively. This is normal as treated water from the Distribution System is used for lawn watering, car washing etc. and is not returned via the Collection System. There is more treated water being produced than is being returned for Wastewater Treatment during these periods.

Note: The Wastewater Treatment Plant receives Leachate from the Mid-Huron Landfill site via the Parsons Court transfer station. In 2024 the WWTP received 8,865 m³ representing 0.495% of the Plants annual flow.

2.2 2024 Raw Sewage Sample Results

The Certificate of Approval (ECA) specifies raw sewage monitoring on a quarterly basis (minimum) for BOD₅, Total Suspended Solids (TSS), and Total Phosphorus (TP). Veolia monitors these parameters along with CBOD₅ on a monthly basis. These samples are sent to an accredited laboratory for analysis. The Goderich WWTP used SGS Labs for its analyses.

Table 2.2 provides a summary of the 2024 Raw Sewage sample results.

Table 2.2 | 2024 Raw Sewage Concentrations – Plant Influent

Month	BOD ₅ (mg/L)	Suspended Solids (mg/L)	Total Phosphorus (mg/L)	CBOD ₅ (mg/L)
January	27	22	0.74	34
February	114	91	1.68	109
March	44	40	1.30	49
April	47	53	1.16	57
May	75	103	2.91	75
June	140	138	2.26	109
July	77	74	1.73	78
August	84	79	2.60	96
September	130	188	3.18	115
October	185	164	4.14	134
November	116	121	2.86	173
December	41	58	1.20	56
Average	88	89	2.02	88

2.3 Final Effluent ECA Objectives and ECA Compliance Limits

Table 2.3 provides the final effluent design objectives contained in the ECA.

Table 2.3 | Final Effluent ECA Design Objectives

Parameter	Concentration Objectives
CBOD ₅	≤ 10.0 mg/L
Suspended Solids	≤ 12.0 mg/L
Total Phosphorus	≤ 0.7 mg/L

Table 2.3.2 provides the Final Effluent limits contained in the ECA.

Table 2.3.2 | ECA Final Effluent Limits

Parameter	Non-Compliance Limits Average Monthly Concentrations
CBOD ₅	15.0 mg/L
Suspended Solids	15.0 mg/L
Total Phosphorus	1.0 mg/L
pH	Maintained between 6.0 to 9.5
<i>E. Coli</i>	200 cfu/ 100 ml (Geometric Mean Density)

2.4 2024 Final Effluent

The ECA requires Final Effluent monitoring on a weekly basis for CBOD₅, TSS, TP, E. Coli, pH, Temperature, and Unionized Ammonia (calculated). Analysis and results for weekly Final Effluent samples are provided by an accredited laboratory. The Goderich WWTP used SGS Labs for its analyses.

Table 2.4 provides a summary of the 2024 monthly average final effluent samples results.

Table 2.4 | 2024 Final Effluent Monthly Sample Average Results (See Appendix A)

Month	CBOD ₅ (mg/L)	Suspended Solids (mg/L)	Total Phosphorus (mg/L)	NH ₃ -N (mg/L)	E. Coli (cfu/100mL)	Minimum pH (units)	Maximum pH (units)	Unionized Ammonia (mg/L)
Jan	2.00	4.00	0.27	0.12	9	7.68	7.99	0.001
Feb	2.25	3.00	0.19	0.12	2	7.86	8.22	0.001
Mar	2.00	2.80	0.24	0.65	1	7.88	8.06	0.002
Apr	2.00	3.50	0.28	0.10	2	7.84	7.94	0.001
May	2.00	2.40	0.29	0.14	2	7.80	8.38	0.001
Jun	2.00	4.30	0.49	0.10	3	7.07	7.91	0.001
Jul	2.00	2.60	0.48	0.10	5	7.77	8.11	0.001
Aug	2.00	2.00	0.54	0.10	3	7.78	7.92	0.001
Sept	2.00	2.80	0.57	0.10	2	7.38	7.87	0.001
Oct	2.00	3.20	0.56	0.10	8	7.24	7.94	0.001
Nov	2.00	2.00	0.47	0.10	1	7.57	7.78	0.001
Dec	2.20	2.80	0.35	0.10	2	7.83	8.17	0.001
Annual Average	2.04	2.90	0.39	0.15	3	7.64	8.02	0.001
MECP Limits	15.00	15.00	1.0	*2.0	200	>6.00	<9.5	

Avg. Monthly

*Note - Final Effluent Unionized Ammonia minimum analysis reported from SGS is 0.001 mg/L

*Note - Final Effluent NH₃-N minimum analysis reported from SGS is 0.10 mg/L

*E. Coli Average expressed as Geometric Mean

*Final Effluent NH₃-N is a Contractual Limit

Table 2.4.2 provides the weekly sample results for Final Effluent in 2024

Table 2.4.2 | 2024 Final Effluent Weekly Sample Results

Date (Weekly Samples)	CBOD ₅ (mg/L)	Suspended Solids (mg/L)	NH ₃ -N (mg/L)	Total Phosphorus (mg/L)	pH	Unionized Ammonia (mg/L)	E. Coli (cfu/100mL) Geo. Mean
01/02/24	2.00	5.00	0.10	0.29	7.99	.001	12
01/09/24	2.00	4.00	0.20	0.30	7.84	.001	32
01/16/24	2.00	4.00	0.10	0.24	7.94	.001	25
01/24/24	2.00	3.00	0.10	0.25	7.68	.001	6
01/30/24	2.00	4.00	0.10	0.25	7.85	.001	0
Jan Average	2.00	4.00	0.12	0.27	7.86	.001	9
02/06/24	2.00	5.00	0.10	0.20	7.88	.001	1
02/13/24	2.00	2.00	0.10	0.19	7.86	.001	3
02/20/24	2.00	3.00	0.18	0.16	8.22	.001	0
02/27/24	3.00	2.00	0.10	0.21	8.17	.001	8
Feb Average	2.25	3.00	0.12	0.19	8.03	.001	2
03/05/24	2.00	2.00	0.20	0.24	8.06	.001	0
03/12/24	2.00	2.00	2.20	0.26	7.89	.003	0
03/19/24	2.00	2.00	0.10	0.22	7.88	.001	1
03/26/24	2.00	5.00	0.10	0.22	7.88	.001	3
Mar Average	2.00	2.80	0.65	0.24	7.93	.002	1
04/02/24	2.00	5.00	0.10	0.26	7.94	.001	9
04/09/24	2.00	4.00	0.10	0.31	7.84	.001	0
04/16/24	2.00	2.00	0.10	0.27	7.92	.001	0
04/23/24	2.00	3.00	0.10	0.26	7.91	.001	2
Apr Average	2.00	3.50	0.10	0.28	7.90	.001	2
05/01/24	2.00	2.00	0.10	0.23	8.38	.001	1
05/07/24	2.00	2.00	0.10	0.26	7.80	.001	0
05/14/24	2.00	3.00	0.30	0.31	7.88	.001	2
05/21/24	2.00	3.00	0.10	0.31	8.01	.001	2
05/28/24	2.00	2.00	0.10	0.34	7.88	.001	2
May Average	2.00	2.40	0.14	0.29	7.99	.001	2
06/04/24	2.00	2.00	0.10	0.42	7.91	.001	1
06/11/24	2.00	5.00	0.10	0.53	7.82	.001	2
06/18/24	2.00	4.00	0.10	0.46	7.76	.001	8
06/25/24	2.00	6.00	0.10	0.55	7.07	.001	5
June Average	2.00	4.30	0.10	0.49	7.64	.001	3

Annual Report - 2024 Operating Year

Goderich Water Pollution Control Plant

Works # 120000943

Date (Weekly Samples)	CBOD ₅ (mg/L)	Total Suspended Solids (mg/L)	NH ₃ -N (mg/L)	Total Phosphorus (mg/L)	pH	Unionized Ammonia (mg/L)	E. Coli (cfu/100mL)
07/02/24	2.00	2.00	0.10	0.49	7.88	.001	10
07/09/24	2.00	4.00	0.10	0.51	7.77	.001	15
07/16/24	2.00	2.00	0.10	0.43	8.04	.001	3
07/23/24	2.00	3.00	0.10	0.46	7.79	.001	5
07/30/24	2.00	2.00	0.10	0.51	8.11	.001	0
July Average	2.00	2.60	0.10	0.48	7.92	.001	5
08/06/24	2.00	2.00	0.10	0.59	7.91	.001	3
08/13/24	2.00	2.00	0.10	0.52	7.78	.001	0
08/20/24	2.00	2.00	0.10	0.45	7.92	.001	13
08/27/24	2.00	2.00	0.10	0.58	7.84	.001	3
Aug Average	2.00	2.00	0.10	0.54	7.72	.001	3
09/03/24	2.00	5.00	0.10	0.70	7.69	.001	2
09/10/24	2.00	2.00	0.10	0.48	7.87	.001	0
09/17/24	2.00	2.00	0.10	0.53	7.58	.001	0
09/24/24	2.00	2.00	0.10	0.56	7.38	.001	6
Sept Average	2.0	2.80	0.10	0.57	7.63	.001	2
10/01/24	2.00	2.00	0.10	0.52	7.56	.001	2
10/08/24	2.00	2.00	0.10	0.43	7.69	.001	32
10/15/24	2.00	2.00	0.10	0.45	7.24	.001	12
10/22/24	2.00	7.00	0.10	0.92	7.39	.001	9
10/29/24	2.00	3.00	0.10	0.49	7.94	.001	5
Oct Average	2.20	3.20	0.10	0.56	7.56	.001	8
11/05/24	2.00	2.00	0.10	0.48	7.78	.001	0
11/12/24	2.00	2.00	0.10	0.54	7.57	.001	2
11/19/24	2.00	2.00	0.10	0.48	7.61	.001	0
11/26/24	2.00	2.00	0.10	0.36	7.72	.001	2
Nov Average	2.00	2.00	0.10	0.47	7.67	.001	1
12/03/24	2.00	2.00	0.10	0.30	7.99	.001	0
12/10/24	2.00	2.00	0.10	0.35	7.84	.001	1
12/17/24	2.00	2.00	0.10	0.35	7.89	.001	1
12/22/24	2.00	2.00	0.10	0.30	8.17	.001	1
12/29/24	3.00	6.00	0.10	0.46	7.83	.001	11
Dec Average	2.20	2.80	0.10	0.35	7.94	.001	2
Annual Average	2.04	2.90	0.15	0.39	7.83	.001	3
MECP Limits (Avg. Monthly)	15.0	15.0	*2.0	1.0	> 6.0 <9.5		200

* NH₃-N is a Contractual Limit

* E. Coli (cfu/100ml) limit is Average Monthly Concentrations reported as Geometric Mean Density

In summary, while there were a few instances where the weekly results returned a higher-than-normal value, all parameters are below MECP Limits as established in the ECA for the Goderich Wastewater Treatment Plant.

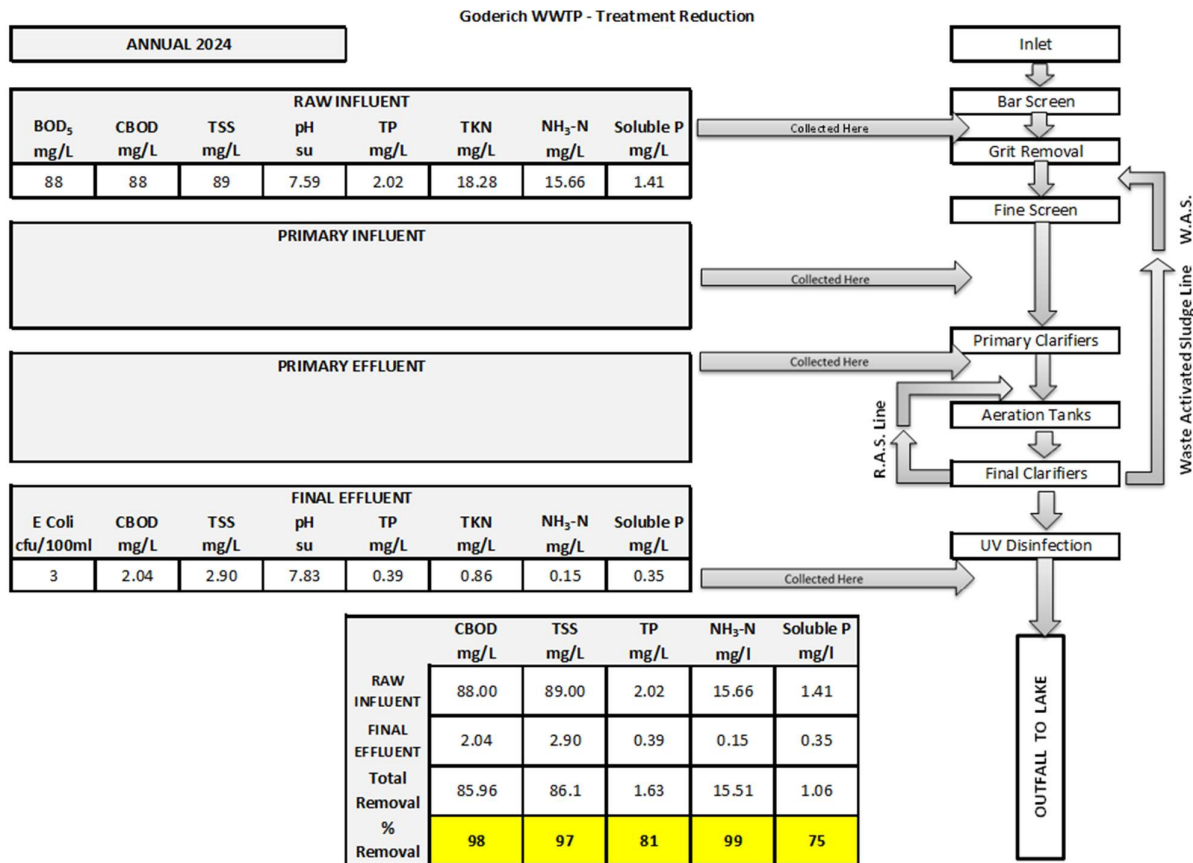
2.5 2024 Performance Summary

Table No. 2.5 is a summary of the overall effectiveness of the treatment of raw sewage from its entry to the Final Effluent entering Lake Huron.

Table 2.5 | Overall Sewage Reduction Based on Annual Averages 2024

Parameter (mg/L unless noted)	Raw Sewage	Final Effluent	Design Objective	MECP Limit	% Reduction
CBOD ₅	88	2.04	10.0	15.0	98 %
Suspended Solids	89	2.90	12.0	15.0	97 %
Total Phosphorus	2.02	0.39	0.7	1.0	81 %

Figure 2.5 | 2024 Performance Summary Visualization



In general terms, the works are providing excellent treatment of the incoming sewage, and there is anticipated to be little, if any, impact to the receiving body (Lake Huron) from the works.

3.0 OPERATIONS

3.1 General

Condition **(10.6.a)** of the ECA requires the owner to report a summary and interpretation of monitoring data and comparisons to effluent limits and objectives. **Section 2.0** of this report provides a summary and interpretation of monitoring data and comparisons to effluent limits and effluent objectives.

3.2 Operating Problems (ECA 10.6.b)

Other than a few minor equipment breakdowns, which were repaired in a timely matter without affecting the treatment process, we did not experience any operating problems in 2024.

3.3 Maintenance and Repairs (ECA 10.6.c)

Routine maintenance occurred as required. The following activities were specifically carried out.

- Pressure Washed Interior of Wet Well at Gloucester Pumping Station. Spring and Fall.
- Pressure Washed Interior of Wet Well at Main Beach Pumping Station. Spring and Fall.
- Flushed grease in RAS pumps.
- Annual Backflow Preventer Certifications done by Fergusons Plumbing and Heating.
- H2S meters were calibrated by Hetek.
- Final Effluent flow meter calibrated by Iconix.
- Annual inspection of hoists and chain falls by Acu-Tec.
- New lifting posts for pumping stations.
- Brick work repairs and replacement completed on main Control Building and Pump Houses.
- New bearings installed in conveyor
- Gearbox repaired for brush on Mechanical Screen
- Filtrate Pump rebuilt
- Tube heaters replaced in Workshop and Belt Press Room
- Mud Valve for Primary Clarifier #4 in Primary Effluent Distribution Box Repaired
- New Water Heater Installed in Main Control Building
- 12,000 hr service work completed on the UV System

3.4 Effluent Quality Assurance (ECA 10.6.d)

According to the Wastewater Systems Effluent Regulations Final Effluent is to be sampled quarterly to determine if the effluent being deposited is acutely lethal. Paragraph 11(6)(a) states that if samples tested in each of four consecutive quarters were determined not to be acutely lethal, then the Wastewater System is eligible to reduce the sampling frequency for the determination of acute lethality.

Due to reporting four consecutive quarters of not acutely lethal results in 2016 the Goderich Wastewater Treatment Plant has been granted a sampling frequency of once yearly. A Final Effluent sample was collected July 17, 2024, and sent to an accredited lab to be tested for Acute Lethality. The result of the sample was zero (0), not acutely lethal.

All monitoring and sampling for quality assurance was completed as required by the ECA.

3.5 Calibration of Effluent Monitoring Equipment (10.6.e)

The final effluent flow monitoring equipment was calibrated by ICONIX. For Details **(See Appendix B)**

The HACH bench top pH meter is calibrated in-house on a monthly basis by Veolia operators using the 4.01, 7.00 and 10.01 buffers. The pH meter and Colorimeter are calibrated by a HACH Technician annually. Fixed mount D.O. sensors are calibrated annually. The Plant is equipped with a variety of Gas (H2S, LEL and 4 Gas Units) detection units which are calibrated semi-annually by Hetek Solutions Inc.

3.6 Effluent Quality Objectives (ECA 10.6.f)

With the use of the In-house labs and tests we can monitor the settleability of MLSS, Final Effluent Total Suspended Solids and Soluble Phosphorus levels. The results of these tests give us an indication where we stand in relation to meeting our Effluent Objectives and allow us to make process changes when necessary. All results are entered into the daily logbook and Hach WIMS database.

In addition to In-house labs and test Veolia employs a Process Management Control Plan that compiles the results from in-house labs and testing along with weekly and monthly lab results. The PCMP program provides monitoring of targets and flags throughout the process allowing operators the ability to identify and react to a situation in the process before it affects the quality of Final Effluent.

In-House Tests conducted and frequency:

- 30-minute settling test of all aeration tanks mixed liquor – Monday thru Friday
- TSS lab of Primary Effluent, Mixed Liquor, RAS, and Final Effluent – Monday, Wednesday, Friday.
- Soluble Phosphorus residual in Final Effluent – Monday thru Friday.
- Primary Clarifier sludge blankets measured – Monday thru Thursday.
- Secondary Clarifier sludge blankets measured – Monday thru Friday.
- Aeration tanks Dissolved Oxygen readings – Monday, Wednesday, Friday.

3.7 Sludge (ECA 10.6.g)

Sludge accumulates in the bottom of the Primary Clarifiers. The sludge blankets in the four (4) primary clarifiers are measured daily Monday thru Thursday. The purpose of the measurement is to monitor sludge levels and determine which Primary Clarifier(s) will have sludge drawn down from. The sludge is removed from the clarifiers by pumping it to the Belt Filter Press and loaded in a 20-yard self-levelling bin (up to) twice weekly. The bin is then picked up and transported under agreement with Canadian Waste Management to an approved facility. Canadian Waste Management hauls the dewatered sludge under ECA #A840311. The waste is taken to Twin Creeks Landfill Site in Lambton County operating under ECA #A032303.

Table 3.7 compares the last five years of sludge hauled to landfill.

Table 3.7 | 5 Year Comparison of Tonnes and Loads of Sludge Hauled to Landfill

YEAR	2020	2021	2022	2023	2024
Tonnes	1228	1197	1120	1143	1202*
Loads	88	82	74	84	84
Operating Days	88	82	74	84	84
Avg. Weight Per Load	13.95 Tonnes	14.60 Tonnes	15.36 Tonnes	14.27 Tonnes	14.31 Tonnes*

*Estimated Total Tonnes, Avg. Weight Per Load as complete data not received as of March 31, 2025.

Based on the past five years, we do not anticipate a major increase or decrease in sludge production for 2025.

3.8 Complaints (ECA 10.6.h)

No complaints were received by the Goderich WWTP for the year 2024.

3.9 Bypasses (ECA 10.6.i)

There were zero Plant-Bypasses in 2024 at the Goderich WWTP to Report

APPENDIX “A”

2024 PLANT DATA

Annual Report - 2024 Operating Year

Goderich Water Pollution Control Plant

Works # 120000943

GODERICH WPCP MONTHLY REPORT														Note: Bacteria is a Monthly Geometric Mean															
														January	February	March	April	May	June	July	August	September	October	November	December	Total	Average		
FLOWS (effluent)																													
Total Flow (effluent)(m3)														252 516	166474	178105	188132	162674	124662	127960	108850	104883	99179	93270	190044	1790549	7622		
Maximum Daily Flow (m3/day)														12481	8713	8564	9370	6701	5268	7844	4398	6951	3599	3810	13766	4890			
Average Daily Flow (m3/day)														8146	5740	5745	6271	5248	4155	4128	3505	3496	3006	3109	6130	4890			
Peak Flow (Instantaneous)(m3/day)														17641	10467	16661	12266	10317	10084	14475	11693	11647	10210	7589	17463	12543			
Return Activated Sludge																													
Average Daily Flow (m3/day)														5626	4051	3998	4336	3477	2911	2833	2454	2428	2207	2311	4296	3409			
Return Rate %														69	70	70	69	66	70	68	70	69	73	74	71	70			
Waste Ave. Daily Flow (m3/day)														62	55	60	60	55	45	55	49	39	41	61	46	53			
BYPASS																													
Primary Bypass Volume (m3)														0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Primary Bypass Duration (hours)														0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Secondary Bypass Volume (m3)														0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Secondary Bypass Duration (hours)														0	0	0	0	0	0	0	0	0	0	0	0	0	0		
INFLUENT PARAMETERS																													
Raw BOD (mg/l)														27.00	114.00	44.00	46.00	47.00	140.00	77.00	84.00	130.00	185.00	116.00	41.00	87.58			
Raw CSOD (mg/l)														34.00	109.00	49.00	49.00	57.00	109.00	78.00	96.00	115.00	134.00	175.00	56.00	88.25			
Raw CSOD Loading (Kg/day)														27695	623.71	281.52	307.28	299.11	452.94	321.96	336.46	402.05	402.77	537.86	343.31	4587.95			
Raw TSS (mg/l)														22.00	94.00	40.00	30.00	53.00	138.00	74.00	79.00	188.00	164.00	121.00	58.00	86.00			
Raw TSS Loading (Kg/day)														179.20	522.38	229.81	250.84	278.12	573.45	305.45	276.88	657.27	492.95	376.19	355.57	4488.11			
Raw TKN (mg/l)														7.30	16.80	14.50	10.20	13.40	19.80	11.60	21.50	29.00	32.60	27.50	11.20	18.28			
Raw TKN Loading (Kg/day)														59.46	96.44	83.31	63.96	70.32	82.28	64.39	75.35	101.39	97.99	85.50	66.66	949.05			
Raw NH3 (mg/l)														590	13.50	9.50	9.90	9.90	18.00	13.50	18.80	26.60	29.40	23.90	9.40	15.66			
Raw NH3 Loading (Kg/day)														48.06	16.80	53.43	62.08	51.95	74.80	54.90	65.89	95.00	88.37	74.31	57.63	741.21			
Raw TP (mg/l)														074	1.68	1.30	1.35	1.16	2.26	1.73	2.60	3.18	4.14	2.86	1.20	2.02			
Raw TP Loading (Kg/day)														605	9.64	7.47	8.47	6.09	9.39	7.14	9.11	11.12	12.44	8.89	7.36	103.15			
Raw pH (SU)														7.67	8.04	7.61	7.78	7.48	7.27	7.53	7.53	7.41	7.50	7.59	7.65	7.59			
EFFLUENT PARAMETERS																													
Final CSOD (mg/l)														200	2.25	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.20	2.04			
Final CSOD Loading (Kg/day)														16.29	12.92	11.49	12.54	10.50	8.31	8.26	7.01	6.99	6.01	6.22	13.49	18.65			
Final TSS (mg/l)														400	3.00	2.75	3.50	2.40	4.25	2.60	2.00	2.75	3.20	2.00	2.80	2.94			
Final TSS Loading (Kg/day)														32.58	17.22	15.80	21.95	12.59	17.66	10.73	7.01	9.61	9.62	6.22	17.17	26.98			
Final TKN (mg/l)														124	1.05	2.23	0.50	0.64	0.55	0.96	0.88	0.70	0.56	0.68	0.50	0.86			
Final TKN Loading (Kg/day)														10.10	6.03	12.78	3.14	3.36	2.29	3.96	3.07	2.45	1.88	2.10	3.07	54.01			
Final NH3 (mg/l)														012	0.12	0.65	0.10	0.14	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.15			
Final NH3 Loading (Kg/day)														088	0.69	3.73	0.63	0.73	0.42	0.41	0.35	0.35	0.30	0.31	0.61	1.50			
Final Unionized Ammonia (ug/l)														1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000			
Final TP (mg/l)														027	0.19	0.24	0.28	0.29	0.49	0.48	0.54	0.57	0.56	0.47	0.35	0.39			
Final TP Loading (Kg/day)														217	1.09	1.35	1.72	1.52	2.04	1.98	1.88	1.98	1.69	1.45	2.16	21.02			
Final pH (SU)														7.86	8.05	7.93	7.90	7.99	7.64	7.92	7.86	7.63	7.56	7.67	7.94	7.83			
Final Nitrite (mg/l)														003	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03			
Final Nitrate (mg/l)														11.96	13.55	14.33	14.08	13.26	16.45	15.70	17.68	18.83	19.30	19.78	13.12	15.57			
Bacteria E.Coli (cfu/100ml)														9	2	1	2	2	3	5	3	2	8	1	2	3			
Sludge Hauled (Loads)														80	8.0	7.0	8.0	9.0	50	80	9.0	60	50	70	40	84.0	70.0		

*Final Unionized Ammonia numbers shown in Monthly report are not correct and not used. Averages are taken from weekly final effluent results analyses as shown in Table 2.4.2 | 2024 Final Effluent Weekly Sample Results

APPENDIX “B”

2024 CALIBRATION CERTIFICATE

EFFLUENT FLOW METER

Certificate of Calibration**Electro-Magnetic Flow Meter**

Advanced Meter Service
548-388-4696

amsmeter@outlook.com

Ingersoll, ON N5C 1G8

advancedmeterservice.com

SCADA Instrument Reading Verification

Instrument	SCADA	% Deviation
------------	-------	-------------

Calibration: ☐

Verification: ☐

Customer Information

County of Oxford - Public Works

21 Reeve St, PO Box 1614

Woodstock, ON N4S 7Y3

Job Number: Veolia-2024

Contact: Steve Walmsley

Site Location: Goderich

Site Name: 211 Sunset Dr

Flow Meter Tag#: Sewage Plant

Application:

Verification/Calibration Date:

August 8 2024

Verification/Calibration Due Date:

August 8 2025

Manufacturer: Millitronics

Sensor Tube Model: OCMII

Sensor Tube SN#: Not Seen

Transmitter Model: OCMII

Transmitter SN#: Not Seen

Flow Meter Size (mm):

Totalizer Reading: M3

mA Output Range: 0-31000CM/D

Current Output: 4-20mA

Flow Units: L/S

Meter Operation (PASS/FAIL): PASS

Reference L/S	As Found L/S	% Deviation	As Left L/S	% Deviation	PASS/FAIL
3940 CM/D	3940 CM/D	0.00%	3940 CM/D	0.00%	PASS
3980 CM/D	3980 CM/D	0.00%	3980 CM/D	0.00%	PASS
4000 CM/D	4000 CM/D	0.00%	4000 CM/D	0.00%	PASS
4026 CM/D	4026 CM/D	0.00%	4026 CM/D	0.00%	PASS

Reference mA	As Found mA	% Deviation	As Left mA	% Deviation	PASS/FAIL
6.03 mA	6.04 ma	0.16%	6.04 ma	0.16%	PASS
6.05 mA	6.07 ma	0.33%	6.07 ma	0.33%	PASS
6.06 mA	6.08 mA	0.33%	6.08 mA	0.33%	PASS
6.07 mA	6.09 mA	0.32%	6.09 mA	0.32%	PASS

Reference L/S	Time(Minutes)	Ultrasonic Flow Monitor L/S	% Deviation	PASS/FAIL
---------------	---------------	-----------------------------	-------------	-----------

Technician Remarks:

Make/Description	SN#	Calibration/Verification Device Used	Calibration Due Date
FLUKE158+	61280422WS		Dec-24
BV Ultrasonic	52241796H		Dec-24

S.Pate

Service Technician:

Signature

Goderich Annual Report 2024

WW #210000238

MDWL # 084-101 issue #2 **exp. Aug. 2025**

PTTW #5204C5JGSY exp. Aug. 2031

DWWP #084-201 issue #5 - issued August 2020

BY **PREPARED**

Veolia Water
100 Cove Rd.
Goderich, ON
N7A 3Z2

TO

Town of Goderich
57 West St.
Goderich, ON
N7A 3Z2

Resourcing the world  **VEOLIA**

Table of Contents

1.0 EXECUTIVE SUMMARY.....	4
2.0 DESCRIPTION OF WATER SYSTEM	5
3.0 SUMMARY OF WATER QUALITY MONITORING	8
3.1 Water Treatment Equipment Operation and Monitoring as Per Schedule 7, O. Reg 170/03.....	8
3.1.1 Point of Entry Chlorine Residual	8
3.1.2 Distribution Chlorine Residual	8
3.1.3 Turbidity	9
3.2 Microbiological Sampling as per Schedule 10, O. Reg.170/03	10
3.2.1 Raw Water Samples	10
3.2.2 Treated Water (Point of Entry) Samples	11
3.2.3 Distribution Samples	12
3.3 Chemical Sampling & Testing as per Schedule 13, O. Reg.170/03	13
3.3.1 Inorganics	13
3.3.2 Lead	14
3.3.3 Organics	15
• Microcystin Testing	
3.3.4 Trihalomethanes and Haloacetic Acids.....	17
3.3.5 Nitrate & Nitrite	17
3.3.6 Sodium	18
3.3.7 Fluoride	18
4.0 Water And Chemical Usage.....	19
4.1 Chemical Usage	19
4.2 Annual Flows	20
5.0 Improvements to System and Routine and Preventative Maintenance	21
6.0 Ministry of Environment Inspection and Regulatory Issues	22
7.0 Ministry of the Environment, Conservation and Parks Regulatory Changes.....	22

List of Tables

Table 1 – *Treated and Distribution Chlorine Residuals for Goderich Drinking Water System*

Table 2 – *Raw, Filtered and Treated Water Turbidities for Goderich Drinking Water System*

Table 3 – *Microbiological Results for Raw Water at Goderich Drinking Water System*

Table 4 – *Microbiological Results for Point of Entry at Goderich Drinking Water System*

Table 5 – *Microbiological Results for Goderich Distribution System*

Table 6 – *Schedule 23 Results for Goderich Drinking Water System*

Table 7a – *Lead Sampling Program Results for Goderich Drinking Water System*

Table 7b - *Lead Sampling Program Results for Goderich Child Care Centre*

Table 8 – *Schedule 24 Results for Goderich Drinking Water System*

Table 9 - *Microcystin Results for Goderich Drinking Water System*

Table 10 – *Nitrate, Nitrite, THM and HAA Results at Goderich Drinking Water System*

Table 11- *Fluoride Concentration in the Goderich Drinking Water System*

Table 12 – *Chemical Usage at the Goderich Drinking Water System*

Table 13 – *Treated Water Flows for Goderich Drinking Water System*

1.0 Executive Summary

The purpose of the 2024 Annual Report is to document the operation and maintenance data for the Goderich Drinking Water System for review by the Ministry of the Environment, Conservation and Parks (MECP) in accordance with O. Reg. 170/03. This report covers January 1, 2024 to December 31, 2024. A copy of this report will be submitted to the owner to be uploaded to the Town's website and can be provided to interested parties upon request.

This report is a collection of information that demonstrates the production of safe and high-quality drinking water for the residents of the Town of Goderich. The Goderich Drinking Water System met all regulatory compliance requirements of the Safe Drinking Water Act.

In order to prevent equipment failures from occurring, Veolia implements a preventative maintenance program that is managed using a CMMS (Computerized Maintenance Management System). These records can be requested for viewing at any time. As part of the DWQMS (Drinking Water Quality Management System), Veolia has developed a contingency plan that includes procedures that can be followed for a number of emergency situations. These procedures are reviewed by staff annually as a part of our Emergency Exercise in order to continually improve our emergency responses. In addition to the above, the Goderich Drinking Water System has a number of redundancies in the event of equipment failure, i.e. multiple stand-by pumps, backup generators, multiple chlorine injection points, equipment lockouts, etc. As well, a large storage reservoir and elevated tank ensure that Town residents are always supplied with safe drinking water.

The Town's Council Members have responsibilities to ensure safe drinking water is supplied to the community. Under Section 19 of the Safe Drinking Water Act, "the owners of a drinking water system shall exercise the level of care, diligence and skill in respect of a municipal drinking water system that a reasonably prudent person would be expected to exercise in a similar situation and act honestly, competently and with integrity, with a view to ensuring the protection and safety of the users of the municipal drinking water system." Council Members can learn more about their role and responsibilities in ensuring safe drinking water by reading "Taking Care of Your Drinking Water: a guide for municipal Councilors", a publication written by the MECP. A copy of the document can be provided upon request. Additionally, the Walkerton Clean Water Centre offers a course called "Standard of Care: Safe Drinking Water Act" where council members and officials can learn more about their oversight responsibilities under Section 19 of the Safe Drinking Water Act.

2.0 DESCRIPTION OF WATER SYSTEM

The Goderich Drinking Water System (DWS # 210000238), located at 100 Cove Road, Goderich, Ontario is classified as a large municipal residential system. The system is operated by Veolia Water Canada, the Operating Authority, and provides a potable water supply to the residents and businesses of the Corporation of the Town of Goderich. The facilities, consisting of a Class III conventional design Water Treatment Plant having an approved rated capacity of 12,000 m³/d,(cubic meters per day) and a Class III water distribution system consisting of a Booster station with a capacity of 5000 m³, the Water Tower with a capacity of 941 m³, which are owned by the Town of Goderich and operated by Veolia Water Canada, the Operating Authority.

The raw water for the treatment process is drawn from a surface water source (Lake Huron) located directly west of the town. The raw water is treated by the following processes:

- Pre-chlorination
- Flash Mixing, Flocculation, Coagulation, and Sedimentation
- Filtration and Backwash
- Post-chlorination
- Fluoridation
- Distribution system chlorination

Water is drawn from Lake Huron, from a depth of approximately 5.5 m, approximately 518 m west of the Water Treatment Plant, and is fed by gravity through a 750 mm pipeline to a high traveling raw water screen in the Water Treatment Plant. The water then flows into a two celled concrete low lift pump well.

The major influences on raw water quality are rough lake conditions which can increase turbidity levels rapidly, and weather conditions which can cause a plume of turbid discharge from the Maitland River, which empties into the lake north of the Water Treatment Plant intake, to be directed over the intake.

Additional potential impacts on raw water could come from operations at the Goderich Harbour located north of the intake, and the outfall from the Goderich Sewage Treatment Plant located south of the intake.

The intake of the Plant is situated upstream (north) from the outfall of the Goderich sewage treatment plant and is not influenced by it. The characterization of the raw water from the lake is very good and chemical contamination is not a factor. A complete list of the contents of the source water is available in the First Engineer's Report which was completed by BM Ross and Associates.

Chlorine gas is used from two on-line gas cylinders, with auto switch-over, to treat the water intake (for zebra mussel control if needed) and to provide primary and secondary disinfection. The addition of chlorine gas to the raw water supply is referred to as pre-chlorination, and serves primarily as a measure to prevent microbiological growth within the raw water pipeline and the two celled low lift pump well. Pre-chlorine residual is measured continuously in the water leaving the filters.

A coagulant is added to the incoming raw water in the flash mixing tank which is mixed and then flows to two flocculation tanks equipped with walking beam flocculation mechanisms. Detention time allows the formation of floc masses which attract and gather debris present in the influent raw water.

The suspension then flows to two settling tanks equipped with chain and flight sludge collectors. The detention time here allows large particles to settle by gravity in the settling tanks. Supernatant (the clear liquid above the settled floc) overflows from the settling tanks to the top of the dual media filters.

Most of the particulate matter that was present in the raw water is captured by the floc particles and is removed by gravity in the settling tanks, however, during normal operations, some floc passes from the settling tanks to the top of the filters.

The water treatment plant has two parallel dual media filters. The top layer of the filter is granular anthracite, while the filter media below the anthracite layer is sand. As debris accumulates in the filters and limits flow, the filters must be cleaned by reversing the flow (referred to as backwashing) and directing the backwash to a waste holding tank (settling tank and two sludge lagoons).

Turbidity, a measure of the cloudiness of water, is measured continuously in the effluent from each filter to monitor the effectiveness of the filtration process. If the turbidity rises above a set point value, an alarm warns staff that corrective actions are needed.

Filtered water passes through the filter under-drain into the treated water clearwells. The clearwells are tanks located beneath the filters and are used to store filtered water prior to entering the chlorine contact reservoir.

Primary disinfection (pre-chlorination) occurs before filtration, immediately upstream from the filtered water. Primary chlorination disinfects the water, ensuring that no potentially pathogenic organisms remain after sedimentation and filtration and are rendered harmless prior to distribution to consumers. Consistent disinfection is ensured by continuous monitoring of the chlorine residual at three points in the process of the treated water leaving the facility. If the residual drops below a safe level, pumping to the distribution system is automatically interrupted and an operator is notified to correct the problem.

Secondary disinfection is accomplished during post-chlorination by adding sufficient chlorine at the water treatment plant to maintain a residual throughout the entire distribution system. Secondary disinfection prevents regrowth of microorganisms within the distribution system. Chlorine residual analyzers allow continuous monitoring of chlorine residual in the treatment plant effluent, and in the water upstream of the flash mixer (seasonally, in conjunction with zebra mussel control operation). A provision is available to top up residual chlorine levels using sodium hypochlorite injection at the booster station when required.

A two celled in-ground reservoir containing inlet and outlet diffusers and a baffle wall in each cell is also designed into the system to provide adequate CT (Concentration, mg/L x Time, min) to ensure pathogen removal and disinfection requirements have been met. When calculating CT, the baffle factor is 0.6.

The raw water source is low in naturally occurring fluoride, and hydrofluosilicic acid is able to be added at the post-chlorination point. Equipment is also available to provide continuous monitoring of fluoride concentrations in the treatment plant effluent, and includes a high level alarm.

Taste and odour control facilities are installed (if needed) consisting of a powdered activated carbon feed system at the flash mixing tank.

Standby power is provided by a 425 kW diesel generator and automatic transfer switch.

Filter backwash water and accumulated floc from the sedimentation tanks is directed to a waste settling tank from where they are pumped to the settling beds (lagoons).

Treated water is pumped from the high lift pump wells into the distribution sub-system. Distribution piping typically ranges in size from 100 mm to 400 mm in diameter, and may consist of cast iron, ductile iron, concrete, or PVC, depending on the location and date of installation.

One ground level, two cell storage reservoir provides reserve storage. The booster station is used to ensure adequate system pressure to zones 1 and 2.

The booster station is used to provide water to zone 2 and in addition supplies water to zone 1 when the Water Treatment Plant is not in operation. An elevated storage tank is also an integral part of the distribution system and used to provide constant pressure for zone 1.

Typical system pressure ranges from 40 P.S.I. to 80 P.S.I., depending on zone and elevation.

3.0 SUMMARY OF WATER QUALITY MONITORING

3.1 Water Treatment Equipment Operation and Monitoring as per Schedule 7, O. Reg. 170/03

3.1.1 Point of Entry Chlorine Residual

Chlorine residuals are continuously measured using a HACH CL17 online chlorine analyzer and verified for accuracy using a DR900 Spectrophotometer. There are **5** online analyzers monitored by SCADA (Supervisory Control and Data Acquisition).

Table 1 shows the monthly average of free chlorine residual values on the treated water at the point of entry.

3.1.2 Distribution Chlorine Residual

Chlorine residuals in the distribution system are checked regularly using a HACH pocket colorimeter. Chlorine residuals are also continuously monitored in the distribution system using a HACH CL17 online chlorine analyzer at the Booster Station and the Water Tower.

Table 1. – Treated and Distribution Free Chlorine Residuals for Goderich Drinking Water System

Date	Average Treated Chlorine Residual (mg/L)	Average Distribution Chlorine Residual (mg/L) (Booster Station)
Jan	1.64	1.07
Feb	1.62	1.14
Mar	1.59	1.08
Apr	1.76	0.83
May	1.84	0.88
Jun	1.82	0.91
Jul	1.89	0.98
Aug	1.93	0.74
Sep	1.92	0.89
Oct	1.93	1.15
Nov	2.00	1.07
Dec	2.14	1.21
Average	1.84	1.00
Min	1.19	0.21
Max	3.60	1.82
# Samples	366	365

3.1.3 Turbidity

Turbidity is measured continuously using online turbidity analyzers and daily comparisons to a TU5200 Turbidimeter. The MECP *Procedure for Disinfection of Drinking Water in Ontario* requires that the turbidity on each filter effluent line is less than or equal to 0.3 NTU at least 95% of the time each month. The Goderich WTP consistently performed at 100% in 2024. The maximum turbidity measured in the treated water was 0.304 NTU.

Table 2. provides a summary of filter and treated turbidity results.

Table 2. – Raw, Filtered and Treated Water Turbidities Grab samples

Date	Average Filter #1 Turbidity (NTU)	Average Filter #2 Turbidity (NTU)	Average Treated Turbidity (NTU)	Average Raw Turbidity (NTU)
Jan	0.078	0.061	0.09	8.13
Feb	0.082	0.074	0.09	8.18
Mar	0.079	0.069	0.10	16.45
Apr	0.066	0.063	0.08	12.39
May	0.053	0.056	0.06	5.33
Jun	0.055	0.049	0.05	4.45
Jul	0.047	0.048	0.02	2.87
Aug	0.050	0.051	0.07	6.83
Sep	0.050	0.053	0.02	5.23
Oct	0.047	0.045	0.03	10.24
Nov	0.046	0.051	0.06	19.81
Dec	0.045	0.056	0.07	30.88
Average	0.058	0.056	0.066	13.41
Min	0.026	0.015	0.006	0.66
Max	0.250	0.145	0.304	123.00
# Samples	366	366	366	366

3.2 Microbiological Sampling as per Schedule 10, O. Reg. 170/03

3.2.1 Raw Water Samples

Raw water samples are taken every week. A total of 53 samples were collected and analyzed for E. Coli and Total Coliforms. The range of E. Coli results obtained were 0 - <10 cfu/100 ml. The range of Total Coliform results were 0 – <9,000 cfu/100 ml.

Table 3. provides a summary of bacteriological results performed on the raw water.

Table 3. – Microbiological Results for Raw Water at Goderich Drinking Water System

Date	E. Coli			Total Coliform			
	# Samples	# Samples 0-10	# Samples <10	# Samples	# Samples 0-100	# Samples 101-9000	# Samples >9000
Jan	5	2	3	5	0	5	0
Feb	4	2	2	4	3	1	0
Mar	4	4	0	4	1	3	0
Apr	5	4	1	5	4	1	0
May	4	4	0	4	4	0	0
Jun	4	2	2	4	4	0	0
Jul	5	4	1	5	5	0	0
Aug	4	3	1	4	3	1	0
Sep	4	4	0	4	4	0	0
Oct	5	5	0	5	5	0	0
Nov	4	2	2	4	3	1	0
Dec	5	2	3	5	1	4	0
Total	53	38	15	53	37	16	0

3.2.2 Treated Water (Point of Entry) Samples

One treated water sample from the point of entry is taken every week and analyzed for E.Coli, Total Coliforms and for Heterotrophic Plate Count (HPC). A total of 53 treated water samples were collected and analyzed for the above parameters. All E. Coli and Total Coliform results from the treated water were 0 cfu/100 ml. The range of HPC results were 0 - 20 cfu/100 ml.

Table 4 provides a summary of all bacteriological results performed on treated water.

Table 4. – Microbiological Results for Point of Entry at Goderich Drinking Water System

Date	E. Coli			Total Coliform			HPC		
	# Samples	# Samples 0	# Samples ≥1	# Samples	# Samples 0	# Samples ≥1	# Samples	Safe	Deteriorating
Jan	5	5	0	5	5	0	5	5	0
Feb	4	4	0	4	4	0	4	4	0
Mar	4	4	0	4	4	0	4	4	0
Apr	5	5	0	5	5	0	5	5	0
May	4	4	0	4	4	0	4	4	0
Jun	4	4	0	4	4	0	4	4	0
Jul	5	5	0	5	5	0	5	5	0
Aug	4	4	0	4	4	0	4	4	0
Sep	4	4	0	4	4	0	4	4	0
Oct	5	5	0	5	5	0	5	5	0
Nov	4	4	0	4	4	0	4	4	0
Dec	5	5	0	5	5	0	5	5	0
Total	53	53	0	53	53	0	53	53	0

3.2.3 Distribution Samples

Distribution samples are collected every week and tested for E.Coli, Total Coliform and for Heterotrophic Plate Count (HPC). A total of 320 distribution samples were collected and analyzed for the above parameters and all but one set of samples were found to be safe. ***E. Coli and Total Coliform results from one set of samples collected were above 0 cfu/100 ml. Refer to page 22 for the AWQI.*** The range of HPC results were 0 - 1000 cfu/100 ml (two samples were also NDOG).

Table 5. provides a summary of all bacteriological samples taken in the distribution system.

Table 5. – Microbiological Results for Goderich Distribution System

Date	E. Coli			Total Coliform			HPC		
	# Samples	# Samples 0	# Samples ≥1	# Samples	# Samples 0	# Samples ≥1	# Samples	Safe	Deteriorating
Jan	28	28	0	28	28	0	10	10	0
Feb	25	25	0	25	25	0	8	8	0
Mar	23	23	0	23	23	0	8	8	0
Apr	28	28	0	28	28	0	10	8	2*
May	23	23	0	23	23	0	8	8	0
Jun	27	27	0	27	27	0	8	8	0
Jul	36	35	1	36	35	1	10	10	0
Aug	24	24	0	24	24	0	8	8	0
Sep	23	23	0	23	23	0	8	8	0
Oct	30	30	0	30	30	0	10	10	0
Nov	23	23	0	23	23	0	8	8	0
Dec	30	30	0	30	30	0	10	10	0
Total	320	319	1	320	319	1	106	106	0

*Samples were NDOG - Non Determined Overgrowth

3.3 Chemical Sampling & Testing as per Schedule 13, O. Reg. 170/03

3.3.1 Inorganics

One treated water sample is taken every 12 months and tested for inorganics. The most recent samples for the Goderich Drinking Water System were collected on February 13, 2024 and submitted to the laboratory for analysis of inorganics as listed in Schedule 23. All parameters were found to be within compliance. Inorganics will be sampled and analyzed again in **February, 2025**.

Results from 2024 can be found in **Table 6**.

Table 6. – Schedule 23 Results for Goderich Drinking Water System

Parameter	Result (µg/L)	Maximum Allowable Concentration (µg/L)
Antimony	<0.6	6
Arsenic	<0.2	10
Barium	16.3	1000
Boron	13	5000
Cadmium	<0.003	5
Chromium	0.18	50
Mercury	<0.01	1
Selenium	0.14	50
Uranium	0.100	20

3.3.2 Lead

Schedule 15.1 of Ontario Regulation 170/03 requires that Distribution samples be taken during two seasons: once between December 15 and April 15 and once between June 15 and October 15. The Maximum Allowable Concentration for Lead is 10 µg/L. pH and alkalinity samples were taken on March 28, 2024 and again on August 28, 2024. The next set of samples is scheduled for the December - January 2025 season. 2024 results can be found in **Table 7a**.

Table 7a. – Lead Sampling Program Results for Goderich Drinking Water Distribution System

	pH	Alkalinity (mg/L)	Lead µg/L)
<u>Dec-Apr</u>			
Elevated Tank	7.97	131	<0.01
Firehall - hydrant	8.00	110	0.52
Maitland Golf Course	7.93	123	0.04
<u>Jun-Oct</u>			
Elevated Tank	7.92	77	<0.01
Fire Hall - Hydrant	7.98	79	<0.01
Marina Resort Fire hydrant	7.92	79	<0.01

Table 7b. – Lead Sampling Program Results for Goderich Child Care Centre

	pH	Lead (µg/L)
Child Care Centre	7.24	0.35
	7.24	0.07
	7.25	0.08
	7.25	0.04
	7.24	0.11
	7.24	<0.01
	7.26	0.14
	7.26	0.04
	7.26	<0.01
	7.26	<0.01
	7.25	<0.01
	7.25	<0.01

Lead sampling for Daycare Facilities

Section 5 of Reg 243/07 requires that every drinking water fountain and any tap that provides drinking water or is used to prepare food or drink for children under 18 are scheduled to be sampled. The Goderich Municipal Child Care Centre has qualified for Lead Sampling reduction. Testing will resume again in the May to Oct. 2025 Season.

3.3.3 Organics

One treated water sample is taken every 12 months and tested for schedule 24 organic parameters. The most recent samples were collected on February 13, 2024. All parameters were found to be within compliance. Organics will be sampled and analyzed again in February 2025.

2023 sample results can be found in **Table 8**.

Table 8. – Schedule 24 Results for Goderich Drinking Water System

Parameter	Result (µg/L)	Maximum Allowable Concentration (µg/L)
Benzene	<0.32	1
Carbon Tetrachloride	<0.17	2
1,2-Dichlorobenzene	<0.41	200
1,4-Dichlorobenzene	<0.36	5
1,1-Dichloroethylene	<0.33	14
1,2-Dichloroethane	<0.35	5
Dichloromethane	<0.35	50
Monochlorobenzene	<0.3	80
Tetrachloroethylene	<0.35	30
Trichloroethylene	<0.44	50
Vinyl Chloride	<0.17	1
Diquat	<1	70
Paraquat	<1	10
Glyphosate	<1	280
Polychlorinated Biphenyls	<0.04	3
Benzo(a)pyrene	<0.004	0.01
2,4-dichlorophenol	<0.15	900
2,4,6-trichlorophenol	<0.25	5
2,3,4,6-tetrachlorophenol	<0.20	100
Pentachlorophenol	<0.15	60
Alachlor	<0.02	5
Atrazine+N-dealkylated metabolites	0.02	5
Atrazine	0.01	0.01
Desethyl atrazine	0.01	0.01
Azinphos-methyl	<0.05	20
Carbaryl	<0.05	90
Carbofuran	<0.01	90
Chlorpyrifos	<0.02	90
Diazinon	<0.02	20
Dimethoate	<0.06	20
Diuron	<0.03	150
Malathion	<0.02	190

Table 8 con't

Parameter	Result (µg/L)	Maximum Allowable Concentration (µg/L)
Metolachlor	0.01	50
Metribuzin	<0.02	80
Phorate	<0.01	2
Prometryne	<0.03	1
Simazine	<0.01	10
Terbufos	<0.01	1
Triallate	<0.01	230
Trifluralin	<0.02	45
2,4-dichlorophenoxyacetic acid	<0.19	100
Bromoxynil	<0.33	5
Dicamba	<0.20	120
Diclofop-methyl	<0.40	9
MCPA	<0.00012	0.00012
Picloram	<1	190

Microcystin Testing

Harmful Algal Blooms (HABs) may contain Cyanobacteria, commonly known as Blue-Green Algae. Cyanobacteria are a group of microorganisms that are known to produce a variety of toxins that can cause a range of effects from simple skin rashes to liver and nerve damage and even mortality of fish, wildlife, pets, and rarely, humans. The onset of a bloom may be rapid and unexpected, therefore, it is important to monitor for the HABs and treat all algae blooms as potentially toxic.

As directed by the Ministry of the Environment, Conservation and Parks (MECP), monthly RAW and TREATED samples shall be collected beginning in June until October each year.

If, at ANY time, HABs are suspected, the monitoring will increase to include:

- Microscopic examination of a RAW grab sample
- Sample collection and testing of the Raw and Treated water for Microcystin

Table 9. Microcystin Results

2022	MAC	Raw Water	Treated Water
May - 25	1.5	<0.1	<0.1
June -18	1.5	<0.1	<0.1
July - 16	1.5	<0.1	<0.1
–	1.5	–	–
Sept - 17	1.5	<0.1	<0.1
Oct - 15	1.5	<0.1	<0.1

3.3.4 Trihalomethanes and Haloacetic Acids

One distribution sample is taken every three months from a point in the distribution system and tested for Trihalomethanes (THMs) and Haloacetic Acids (HAAs). Samples were collected during the months of March, June, September and December. The Ontario Drinking Water Quality Standard (ODWQS) has set a Maximum Allowable Concentration (MAC) of 100 µg/L for THMs and it is expressed as a running annual average (RAA). The RAA for THMs collected in 2024 is 26.50µg/L. The MAC for HAAs is 80 µg/L. All samples were found to be compliant. Refer to **Table 10** for the summary of trihalomethane and haloacetic acid results.

3.3.5 Nitrate & Nitrite

One treated water sample is taken every three months and tested for nitrate and nitrite. Samples were collected during the months of March, June, October and December. The Ontario Drinking Water Quality Standard (ODWQS) has set a Maximum Allowable Concentration (MAC) of 1 mg/L for nitrites and 10 mg/L for nitrates. The results were found to be within compliance.

Refer to **Table 10**.

Table 10. – Nitrate, Nitrite, THM and HAA Results at Goderich Drinking Water System

Date	Nitrate		Nitrite		THMs		HAAs	
	# Samples	Result (mg/L)	# Samples	Result (mg/L)	# Samples	Result (µg/L)	# Samples	Result (µg/L)
March 12	1	2.01	1	<0.003	1	24	1	16.3
June 18	1	0.382	1	<0.003	1	29	1	6.1
October 1	1	0.257	1	<0.003	1	37	1	6.4
Dec	1	0.455	1	<0.003	1	16	1	<5.3
Total	4		4		4		4	
Average		0.776		<0.003		RAA 26.50		9.6
Maximum		2.01						

3.3.6 Sodium

One water sample is collected every 60 months and tested for Sodium. The Ontario Drinking Water Standards (ODWQS) has an aesthetic objective concentration of 200 mg/L for Sodium and requires the Medical Office of Health be notified if the concentration exceeds 20 mg/L. These samples were last collected on November 29, 2022 and were found to be 56.43 mg/L, which is in compliance. The next water sample for Sodium will be collected and analyzed on or before November 14, 2027.

3.3.7 Fluoride

One water sample is collected at least once every 60 months and tested for Fluoride. The Ontario Drinking Water Quality Standards (ODWQS) have set a MAC of 1.5 mg/L. In August, 2022, a sample was collected for this analysis. The sample was found to have a concentration of 0.09 mg/L, which is within compliance. The next water sample for Fluoride will be collected and analyzed on or before August, 2027.

Hydrofluosilicic acid is added to the finished water. Fluoride dosages are continually monitored with online equipment. See **Table 12.** for fluoride usage and dosages. Below, **Table 11.** summarizes the fluoride residuals measured in-house with a table-top spectrophotometer.

Table 11. – Treated Water Fluoride Concentration for Goderich Drinking Water System

Date	Average Treated Water Fluoride Concentration (mg/L)
Jan	0.47
Feb	0.51
Mar	0.59
Apr	0.62
May	0.60
Jun	0.45
Jul	0.42
Aug	0.47
Sep	0.53
Oct	0.55
Nov	0.54
Dec	0.54
Average	0.52
Min	0.19
Max	0.72
# samples	366

4.0 WATER AND CHEMICAL USAGE

4.1 Chemical Usage

Refer to **Table 12**.

3548.10 kg of chlorine gas was used to ensure proper disinfection in the distribution system with an average dosage of 2.88 mg/L.

Table 12. – Chemical Usage at Goderich Drinking Water System

Date	SternPac		Chlorine Gas		Fluoride		Sodium Hypochlorite
	Usage (kg)	Average Dosage (mg/L)	Usage (kg)	Average Dosage (mg/L)	Usage (kg)	Average Dosage (mg/L)	Usage (kg)
Jan	987.60	11.86	207.30	2.49	44.91	0.44	7.73
Feb	1275.50	15.74	196.22	2.43	44.42	0.55	7.18
Mar	1320.40	15.13	222.10	2.58	46.67	0.54	5.18
Apr	1361.80	16.08	261.59	3.06	40.50	0.47	0.14
May	1017.10	16.58	278.03	2.72	47.25	0.46	0.14
Jun	950.30	7.22	407.33	2.75	71.61	0.45	0.14
Jul	1064.70	7.16	416.41	2.81	95.09	0.64	0.08
Aug	1104.90	7.90	409.37	3.88	74.46	0.55	0.18
Sep	876.30	7.56	347.67	3.00	76.90	0.67	0.40
Oct	783.30	7.68	312.85	3.07	69.94	0.69	0
Nov	724.80	8.66	235.99	2.83	55.47	0.66	0
Dec	1100.20	12.74	253.24	2.93	58.70	0.68	0
Total	12566.90	–	3548.10	–	725.92	–	1.76
Average	–	1047.24	–	2.88	–	0.57	–

4.2 Annual Flows

A summary of the water supplied to the distribution system in 2024 is provided in **Table 13**. This Table provides a breakdown of the monthly flow provided to the distribution system.

Flow meters were calibrated in July and August 2024.

Table 13. – Treated Water Flows for Goderich Drinking Water System

Date	Average Daily Flow (m³)	Maximum Daily Flow (m³)	Total Monthly Flow (m³)
Jan	2,714	3,615	84,133
Feb	2,691	3,204	78,043
Mar	2,724	3,366	84,452
Apr	2,959	3,995	88,765
May	3,343	5,106	103,618
Jun	4,487	6,529	134,616
Jul	4,892	7,384	151,643
Aug	4,716	6,740	146,192
Sep	3,984	5,194	119,515
Oct	3,297	4,747	102,211
Nov	2,790	4,086	83,704
Dec	2,793	4,908	86,576
Average	3,449	–	–
Max	–	7,384	–
Total	–	–	1,263,468

5.0 IMPROVEMENTS TO SYSTEM AND ROUTINE AND PREVENTATIVE MAINTENANCE

The following summarizes water system improvements and routine and preventative maintenance for the Goderich Drinking Water System:

- January
 - Post Cl2 line was repaired
- February
 - Yearly generator servicing
 - ESA 9 (Electrical Safety Authority) Inspected the new disconnect for the generator
 - Roof drainage was inspected by Smith Peat - It was leaking in the Lab during the heavy rain
 - Brame Electric installed 600 amp disconnect to replace breaker
- March
 - Caldecott was onsite to install a raw water inlet valve stem extension
 - Wetwell was cleaned out
 - Booster pump #4 is having the Impeller looked at
 - Max performance filter testing started
- April
 - Wet wells 1, 2 & 3 were all cleaned out - many low level alarms due to cleaning
 - high and low lift pumps were serviced
- May
 - Hetek onsite to calibrate Chlorine gas alarm
- June
 - Daycare Center Lead samples completed
 - Analyzers were Calibrated by ClearTech (4th)
 - Sommers onsite for Generator maintenance
- July
 - Treated, Raw and backwash meters were calibrated by Clearteck
 - Backflow Preventers Certified by Ferguson Plumbing
 - Wetwell was inspected and repaired by ASI
 - RM Electrical and Sommers Generator Service onsite to fix back-up generator issues (replaced the UPS, rental generator was returned)
- August
 - Generator continued to be an issue after repairs - R and M Electrical back to trouble shoot
 - Greased flocculator bearings
 - Lead samples taken
 - Streaming Current Detector (SCD) was replaced with a new one by VA Millwrights - currently offline, Cleartech to set up Sept 4th
 - Flow meters were calibrated by Advanced Meter Solutions
 - Datasoft was onsite to change programming for Booster Pump #3
 - VA Millwright was onsite to repair the base on Booster Pump #1
- September
 - Dead end fire hydrants were flushed

- Datasoft onsite for SCADA system upgrades for the booster pump
 - Desiccant was replaced in the TW turbidimeter
- October
- The travelling screen chamber was cleaned out and measurements taken for the new travelling screen
 - New railing and hatch were installed/repared for the desludge chamber
 - Trash pump has been repaired
 - BP#1 has been installed by VA Millwright
 - Datasoft has reprogrammed the controls for BP#1
 - RM Electrical removed the old Singer controls
 - The travelling screen installation was completed

November

- Lifting devices were certified at the WTP and the Booster station
- Cl2 sensor was tested by Hetech
- The Low lift wet well was cleaned out
- Singer valve was repaired at the Tower
- Lighting project was completed at the Booster station

December

- Booster Pump #4 was pulled for repairs
- A heating audit was conducted at the Water Plant by Ferguson plumbing
- Annual fire extinguisher inspections was completed

Ongoing maintenance needed:

- Chlorine feed lines need to be replaced - they are very brittle and need full replacement
- Lake pipe intake and the Storm outlet to be ROV' d (remote operated vehicle - inspection).
- Pipe Gallery lights need to be replaced

There were 8 water main breaks, 6 lead service lines at curbstop replacements and 1 watermain replacement (Anglesea/Albert) in 2024.

6.0 MINISTRY OF THE ENVIRONMENT INSPECTIONS AND REGULATORY ISSUES

The most recent Ministry of Environment, Conservation and Parks (MECP) Inspection was completed by Rhonda Shannon on April 14, 2024. There were no non-compliances noted. The rating was 96.7%.

There were no instances of noncompliance:

An External Audit was conducted by SAI Global (Paul Cartlidge) on May 3, 2024

There were 2 Major nonconformance:

- Risk Assessment Outcomes did not receive an annual review in 2022 or 2023 and do not address Cyber Security as required by the MECP document "Potential Hazardous events for Municipal Residential Drinking Water Systems" as updated in April 2022. Previous corrective action was not effective from Minor NCR finding #1326758-1 identified at the 2023 Surveillance Audit
- There was no objective evidence available that Corrective Actions and Preventive Actions are being addressed within the Quality Management System. Minor non-conformances and Opportunities for Improvement from 2023 Internal Audit were not actioned through any mechanism and previous OFIs as noted

on the OFI Tracker Sheet were noted to be dated/incomplete.

There was 1 instance of adverse water quality:

- AWQI #165548 - July 11, A distribution sample taken from a private business came back with 6 Total coliform and 1 E.coli. resamples came back safe.

There were 2 Precautionary Boil Water Notices issued for 2024.

- June 21, Tie-in for new watermain at Albert to Bruce St
- August 2, Watermain break on Cayley St

7.0 MECP Regulatory Changes

- Proposed amendments to drinking water operator and water quality analyst certification regulations have been issued to address the impacts of emergencies. These include:
 - allowing the Ministry to act quickly to ensure the Province's drinking water is protected during an emergency
 - extending Operator certificates and allowing certain qualified but non-certified staff to temporarily maintain system operations, and would only be enacted during an emergency
 - allowing temporary relief from training and certification requirements

This proposal has been registered with the Environmental Registry of Ontario and the consultation process was closed on July 2, 2021. The outcome of this proposal is expected to be published in 2022.

- Proposed updates to the Director's Directions - Minimum Requirements for Operational Plans - May 2021. The Director's Directions have updated the following:
 - Content Requirements - all referenced documents will be considered part of the Operational Plan.
 - Procedures for version control - version number and revision date is to be embedded in every electronic copy, and recorded on every page of any physical copy
 - Completed copy of Subject System Description Form in Schedule "C" of the Director's Directions
 - Operational Plans are to be submitted to the Director electronically
 - Retention of Operational Plans - Operational Plans that were the subject of an audit by an auditor for the accreditation body shall be retained for a minimum of 10 years
 - Public Disclosure of Operational Plans - shall be made available for viewing by the public either electronically (website) or at the principal place of business, but not in a manner that would threaten the safety, health or quality of the drinking water, or create significant prejudice with the contractual obligations of the Operating Authority or other organization.
 - Operational Plans shall be updated to meet the requirements of the Director's Directions no later than April 1, 2022.

From: Catherine Hardman <catherine.hardman@cmhahuronperth.com>

Sent: Wednesday, April 9, 2025 3:33:42 PM

To: Mayor Trevor Bazinet <tbazinet@goderich.ca>

Cc: Andrea Rowntree <arowntree@goderich.ca>; Janice Hallahan <Jhallahan@goderich.ca>

Subject: Re: Overdose Awareness Day

Hi Trevor, I hope you are doing well.

As you may be aware, our agency is planning an event for Overdose Awareness Day to take place on August 29th. The event will be similar to last year with the flag being raised and speakers. I've attached the proclamation we are asking the Town of Goderich Council to endorse.

Please let me know if you have any questions.

Thank you so much,

Catherine

Catherine Hardman CHE

(Pronoun She/Her)

Chief Executive Officer

Canadian Mental Health Association Huron Perth

Addiction and Mental Health Services

10 Downie St., Suite 300, Stratford ON N5A 7K4

519-271-6819 ext. 201

Cell: 519-274-3679

www.cmhahuronperth.com

I AM SOMEONE'S SOMEONE

You are too. Learn more at SomeonesSomeone.ca

This email is private and confidential, intended only for the named recipients. If otherwise received, please notify by return email and destroy/delete immediately.

PROCLAMATION
OVERDOSE AWARENESS DAY 2025

WHEREAS Addiction in its various forms creates a tremendous burden to individuals, families and communities in the Town of Goderich;

AND WHEREAS Opioid use and overdose have reached crisis levels in all communities;

AND WHEREAS So many citizens over the years have been impacted by Opioid use and overdose;

AND WHEREAS Internationally August 31st has been declared Overdose Awareness Day;

NOW THEREFORE I, Trevor Bazinet, Mayor of the Town of Goderich, DO HEREBY PROCLAIM Sunday August 31st as

OVERDOSE AWARENESS DAY

In the Town of Goderich

Trevor Bazinet
Mayor



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3
www.huroncounty.ca

To: Mayor and Members of Council
Andrea Fisher, Director of Legislative Services / Clerk
From: Hanna Holman, Planner
Date: April 28, 2025

Re: Part Lot Control Exemption application GOD PLC01-25

Part of Block 71, Registered Plan 22M-27; being Parts 1 to 5, Reference Plan 22R-7477 in the Town of Goderich

Municipal Address: 133, 137, 141 Meadowlark Lane

Owner: 1695538 Ontario Inc. (c/o Rob Wood)

Applicant: Polocorp Inc. (c/o Matthew Warzecha & Ruth Tregenza)

RECOMMENDATION

It is recommended that the request to exempt Block 71, Registered Plan 22M-27; being Parts 1 to 5, Reference Plan 22R-7477 in the Town of Goderich from Part Lot Control pursuant to Section 50(7) of the Planning Act be approved, and the corresponding by-law be passed with an expiry date of May 1st, 2027.

And further that the By-law be passed on to the County for approval after being signed.

PURPOSE

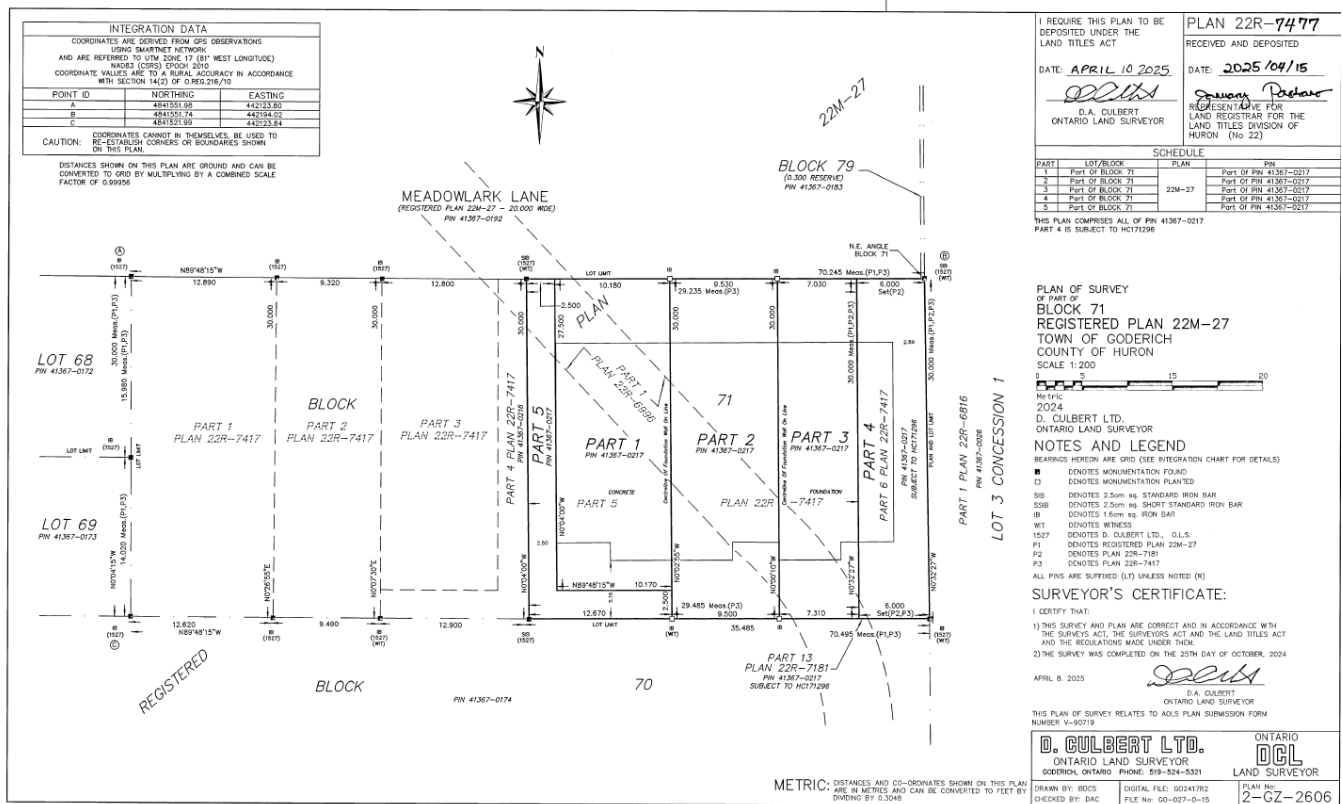
The subject property is the site of several previously approved Site-Specific Zoning By-law amendment applications and is within the Coast Plan of Subdivision 40T13002. The subject lands are designated Residential in the Town of Goderich Official Plan. They are currently zoned Medium Density Residential - Special Provisions (R2-30).

The application for the proposed Part Lot Control exemption was complete on April 15, 2025. The applicant has requested that these lands be exempted from Part Lot Control under the Planning Act to allow the three primary units in a rowhouse building to be separately sold, and to allow creation and registration of access easements for the future owners. Figure 1 below shows the registered plan of subdivision 22M-27; this By-law would apply to the east portion of Block 71, which fronts on Meadowlark Lane. Figure 2 shows a photo of the subject lands – the three unit rowhouse would become separately transferrable units as a result of this By-law.

[illegible]

Figure 3, below, shows the plan that was registered for the Part Lot Control By-law. Part 5 is the proposed easement for rear yard access. Construction of the key features (foundation and base of shared boundary walls) was complete prior to preparation of the R Plan.

Figure 3. Proposed R Plan for Part Lot Control By-law



REVIEW

Section 50(5) of the Planning Act prohibits the sale or transfer of property within a registered plan of subdivision with certain exceptions (such as a complete lots in a plan of subdivision, or if certain governments or agencies are acquiring or disposing of the parcel, or if a consent has been granted). However, Section 50(7) permits the municipality, by by-law, to exempt a property from Section 50(5) for a defined time period. Goderich Council may pass the by-law and then forward it to the Director of the Planning Department for approval.

An exemption from Part Lot Control allows the lands to be subdivided without consent or plan of subdivision approval by registering the deeds at the Land Registry Office. The subdivision of the lots is done according to the submitted Reference Plan, which is identified by Plan Number in the By-law. Part Lot Control exemptions are commonly used where there are attached units, or complex easement proposals.

The application is appropriate, as the proposed lots comply with the zoning provisions approved by the Town through the previous Zoning By-law amendment applications.

It is recommended that the exemption request be granted, and that once the By-law has been signed it is forwarded to the County of Huron for approval.

Others Consulted

- A. Fisher, Director of Legislative Services / Clerk
- Town of Goderich Development Review Group (CBO, Director of Operations, Fire Chief, ERT Hydro, BMRoss)

Sincerely,

‘Original Signed By’

Hanna Holman, Planner



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 57 OF 2025**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE
AND AFFIX THE CORPORATE SEAL TO AN AIRPORT AGRICULTURAL
LAND LEASE AGREEMENT BETWEEN JOSEPH C. WHITELY AND THE
CORPORATION OF THE TOWN OF GODERICH**

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute an Airport Agricultural Land Lease Agreement for farming the workable acreage at the Goderich Regional Airport;

AND WHEREAS Council at their October 7, 2024, meeting approved the advertisement of a Request for Quote for the Airport Agricultural Lands on a price per acer basis for a 3-year term;

AND WHEREAS Council at their January 13, 2025, meeting received bids, and awarded the quotation for the Airport Agricultural Lands to Joseph C. Whitely;

AND WHEREAS this Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Agreement.

**NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF
THE TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Airport Agricultural Land Lease Agreement between Joseph C. Whitely and the Corporation of the Town of Goderich.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28TH
DAY OF APRIL 2025.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

LEASE AGREEMENT

AIRPORT AGRICULTURAL LAND LEASE AGREEMENT

THIS LEASE made this 28th day of April 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF GODERICH
(the "**Landlord**")

- and -

JOSEPH C. WHITELY, an individual residing in the Province of Ontario
(the "**Tenant**")

IN CONSIDERATION of the rents, covenants and agreements contained in this Lease, and in the spirit of mutual understanding and security, the parties to this agreement (this "**Lease**") agree as follows:

1. LEASED PROPERTY

- 1.1 The Landlord hereby leases to the Tenant the property at 33874 Airport Road, Goderich (the "**Leased Property**") and more fully described in Schedule "A" attached hereto and as approximately depicted on the maps located at Schedule "C" hereto.

2. TERM OF THE LEASE

- 2.1 This Lease will be in force for a term of three (3) years beginning on the 28th day of April, 2025 (the "**Commencement Date**") and ending on the 27th day of April, 2028 (the "**Termination Date**") unless terminated in accordance with the provisions of this Lease.

3. RENT

- 3.1 The Tenant shall pay to the Landlord, during each year of the Term, rent for the Leased Property in the amount of \$254.54 per acre (the "**Rent**") payable in two yearly installments. The 1st half rent on or before May 15th of each contract year, and the 2nd half on or before November 15th of each contract year.

Annual Rent shall be calculated as follows:

\$254.54 per acre x 165 acres = \$42,000
plus HST (\$5,460.00 x 13% = \$47,460.00)

Total annual rent \$47,460.00

- 3.2 The Tenant shall also pay to the Landlord all other amounts payable by the Tenant to the Landlord or to be discharged as Rent under this Lease (the "**Additional Rent**") at the

times and in the manner provided in this Lease or, if not so provided, as reasonably required by the Landlord.

- 3.3 The Rent shall be exclusive of property taxes, which shall be the responsibility of and paid by the Landlord.

4. LANDLORD'S REPRESENTATIONS AND WARRANTIES

- 4.1 The Landlord makes no representations or warranties regarding the Leased Property, nor does the Landlord represent or make any warranties that any of the land which is the subject of this Lease is cultivated and/or suitable for farming. The Tenant acknowledges that it relies upon its own estimate and judgment.

5. COVENANTS

- 5.1 The Landlord and the Tenant covenant and agree as set out in Schedule "B" as attached hereto.

6. ALTERATIONS

- 6.1 **Alterations By Tenant.** The Tenant may from time to time at its own expense make changes, additions and improvements to the Leased Property to better adapt the same to its business, provided that any change, addition or improvement shall be made only after obtaining written consent of the Landlord, and shall be carried out in a good and workmanlike manner and only by persons selected by the Tenant and reasonably approved in writing by the Landlord. The Tenant shall pay promptly when due all costs for work done or caused to be done by the Tenant to the Leased Property which could result in any lien or encumbrance on the Landlord's interest in the property and shall keep the title to the property and every part thereof free and clear of any lien or encumbrance.

- 6.2 **Alterations by Landlord.** The Town of Goderich reserves the right for itself, its agents, its employees or its assigns to enter the farm upon its sole discretion to consult with the successful Tenant, make repairs, improvements, and inspections, etc.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises between the parties, including in respect of the content or interpretation of this Lease, and which has not been resolved within thirty (30) days such dispute may be submitted to a 3rd party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional thirty (30) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

8. TERMINATION

- 8.1 Termination by the Landlord or the Tenant

- (a) Either the Landlord or the Tenant may terminate this Lease by giving notice in writing to the other party at least six (6) months prior to the expiry of the Term.

8.2 Termination by the Landlord

Upon the occurrence of any of the following events:

- (a) the Tenant fails to pay any Rent or other sums due hereunder when due, and such Rent or other sums are not paid within fifteen (15) days after notice is given by the Landlord of such non-payment; and,
- (b) the Tenant fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the Tenant and persists in the failure after fifteen (15) days' notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or such longer period as may be reasonably required to cure the breach given the nature of same);

then the Landlord may, at its option, and in addition to and without prejudice to all rights and remedies of the Landlord available to it either by any other provision of this Lease or by statute or the general law, either

- (c) terminate this Lease by giving the Tenant ten (10) days prior written notice of the termination, and be entitled to the full amount of the current year's Rent which shall immediately become due and payable; or
- (d) without notice or any form of legal process, forthwith re-enter upon and take possession of the Leased Property or any part thereof in the name of the whole and re-let the Leased Property or any part thereof on behalf of the Tenant or otherwise as the Landlord sees fit, provided that, if the Tenant has planted crops on the Leased Property, the Tenant shall be entitled to, within a reasonable period of time after termination of this Lease, re-enter upon the Leased Property to harvest such crops,

and the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, terminating, re-letting, collecting sums due or payable by the Tenant or realizing upon assets seized including tenant inducements, leasing commissions, legal fees on a substantial indemnity basis and all disbursements and the expense of keeping the Leased Property in good order, and preparing the same for re-letting.

8.3 Compensation by the Landlord

- (a) In the event of early termination pursuant to Section 8.1 of this Lease, the Landlord agrees to compensate the Tenant at a rate of \$425.00 per acre leased.

9. INDEMNIFICATION AND HOLD-HARMLESS CLAUSE

9.1 The Tenant shall defend, indemnify and save harmless The Corporation of the Town of Goderich, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Tenant in accordance with this Agreement and shall survive this Agreement.

9.1 This indemnification and Hold-Harmless Clause by the Tenant shall survive the termination of this Lease.

11. GENERAL

11.1 **Relationship of the parties.** The parties hereto expressly disclaim any intention to create, and nothing in this Lease shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

11.2 **Incoming Tenant.** An incoming tenant, purchaser, or the Landlord shall have the right to enter upon the Leased Property to examine, inspect and show the Leased Property for the purposes of leasing, sale or financing.

11.3 Landlord's Right of Inspection

(a) The Landlord or his agent or employee may, upon the provision of a reasonable notice period, enter the Leased Property to inspect same.

(b) If repairs or amendments are required, the Tenant shall make the necessary repairs or amendments within one (1) month [NTD: or, choose some other period of time] of receiving written notice from the Landlord.

11.4 **Assignment and Subletting.** The Tenant shall not assign or sublet his interest in this Lease, or any part of his interest in this Lease, nor grant any licence or part with possession of the Leased Property or transfer any other right or interest under this Lease without the Landlord's prior written consent, the Landlord acting reasonably.

- 11.5 Sale of the Leased Property.** If the Landlord sells or otherwise disposes of all or part of the Leased Property, he will do so subject to the provisions of this Lease, unless the Landlord and the Tenant agree otherwise in writing.
- 11.6 Liens.** The Tenant shall, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord forthwith, the cost thereof, including the Landlord's complete legal costs on a solicitor and his own client full indemnity basis.
- 11.7 No Transfer on Bankruptcy.** Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.
- 11.8 Renewal.** The term of this Lease may be extended by mutual agreement of the Landlord and the Tenant in writing for a further period upon the same terms and conditions herein, except as otherwise agreed in writing by the parties executing a renewal statement.
- 11.9 Enurement.** The terms "Landlord" and "Tenant" shall include their heirs, executors, administrators, successors and approved assigns in the singular or plural number, and all the covenants shall be construed as being joint and several.
- 11.10 Ontario Law Applies.** This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Ontario.
- 11.11 Registration.** The Tenant agrees not to register this Lease without the prior written consent of the Landlord, which consent may be unreasonably withheld.
- 11.12 Notice.** Any demand, notice, direction or other communication to be made or given hereunder (in each case, "**Communication**") shall be in writing and shall be made or given by personal delivery, by courier, by facsimile transmission, email, or sent by registered mail, charges prepaid, addressed as follows:

Landlord: The Corporation of the Town of Goderich
 Attention: Andrea Fisher, Director of Legislative Services/Clerk
 57 West Street
 Goderich, ON N7A 2K5
 Email: afisher@goderich.ca
 Fax: 519-524-7209

Tenant: Name: Joseph C. Whitely
 Address: 36885 Blyth Road, Goderich, Ontario, N7A 3Y2
 Email: joewhitely05@gmail.com
 Telephone: 519-525-0359

or to such other address or facsimile number as any party may, from time to time, designate in accordance with this Section.

A Communication will be considered to have been given or made on the day that it is delivered in person or by courier, or sent by facsimile or, if mailed, seventy-two (72) hours after the date of mailing. If the postal service is interrupted or substantially delayed, any Communication will only be delivered in person or by courier, or sent by facsimile.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

11.13 Amendments to the Lease. No alteration or amendment of this Lease shall take effect unless the same is in writing duly executed by each of the parties in the same manner as this Lease.

THE CORPORATION OF THE TOWN OF GODERICH

Per: _____
Mayor, Trevor Bazinet

Per: _____
Clerk, Andrea Fisher
We have the authority to bind the Corporation.

TENANT (if an individual
or sole proprietorship)

Una Whitely
Witness Signature

Una Whitely
Name of Witness

J. Whitely
Signature of Tenant

Joseph C. Whitely
Name of Tenant

SCHEDULE "A" LEASED PROPERTY DESCRIPTION

Address: 33874 Airport Road, Goderich, Ontario

(Part) Lot: Plan 564 PT LOTS 3, 4, 5, 6; 7 PLAN 569 LOTS 7, 8, 9, 10;
11 PT LOT 12

Municipality: Township of Ashfield-Colborne-Wawanosh

Roll Number: 407031001801700

Total Acreage: 321 acres

Workable Acreage: 165 acres

Woodlot Acres: 0 acres

Organic Certification Y / N No

SCHEDULE "B" COVENANTS

1. LANDLORD'S COVENANTS

The Landlord covenants and agrees with the Tenant:

1.1 General

- (a) to pay all mortgages against the Leased Property, if any;
- (b) to observe and perform all the covenants and obligations of the Landlord herein.

2. TENANT'S COVENANTS

The Tenant covenants and agrees with the Landlord:

2.1 Operation and Maintenance of the Leased Property

(a) Use of the Leased Property

- (i) to use the Leased Property only for the purpose of farming legal crops on the Land and any and all uses ancillary thereto save and except that the Tenant shall not be entitled to keep any livestock on the Leased Property;
- (ii) not to allow any public use of the Leased Property; and,
- (iii) not to build any structure, barn, shed, fuel storage facility, or permanent feed storage facility without the written consent of the Landlord.

(b) Farming Decisions

- (i) to make all decisions with respect to growing crops on the Leased Property, unless stated otherwise in this Lease, but all decisions made by the Tenant will be in accordance with good farming practices and in accordance with the provisions of this Lease.

(c) Farming Costs

- (i) to be responsible for the payment of all of the costs and expenses associated with the Tenant's obligations hereunder directly to the appropriate party as they come due and shall, at the Landlord's request, provide the Landlord with copies of receipts or other proof acceptable to the Landlord that such costs have been paid.

(d) Resource Protection

- (i) to comply with present and future laws, regulations and orders relating to the occupation or use of the Leased Property which shall include, but not be limited to, all activities related to groundwater contamination, the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof, and the storage and/or disposal of any hazardous waste;
- (ii) to be responsible for maintaining nutrient and pH levels on the Land as mutually agreed upon with the Landlord;

- (iii) to do what is reasonably necessary to control soil erosion and to abstain from any practice which will cause damage to the Land;
- (iv) to not remove sand, gravel, topsoil or minerals from the Leased Property;
- (v) to not permit or allow the accumulation of any waste material, debris, refuse or garbage on the Leased Property;
- (vi) to not allow any site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons, or any other waste materials on the Leased Property or adjacent water bodies;
- (vii) to not grow the same type of crop for two (2) years in succession;
- (viii) to not apply manure to frozen ground or to land where, prior to incorporation, it may flow overland into a watercourse; and,
- (ix) to maintain a ten (10) metre buffer strip of grasses and clover alongside the runways and any other areas indicated by the Landlord.

(e) Pesticides and Herbicides

- (i) to perform all acts required to be done under any Act or by regulations or bylaws with respect to weed control, and the Tenant will not sow, or permit to be sown any grain infected by smut or containing any foul seeds or noxious weed, and will not suffer or permit any such foul seeds or noxious weeds to go to seed; and,
- (ii) to store, use, and dispose of agricultural chemicals, including pesticides, herbicides, and fertilizer, in accordance with label directions and federal, provincial and municipal legislation and recommendations.

(f) Repair of Fences and Improvements

- (i) to be responsible for the maintenance and upkeep of the fences and windbreaks, and to keep same in good order and condition; and,
- (ii) to keep the mouths of all underdrains on the Leased Property open and free from obstruction and in good running order at all times during the Term and will not suffer or permit such drains or the water-courses in any open ditches on the Leased Property, to become obstructed, but will keep them free and clear for the escape of the water flowing therein.

2.2 Shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Town of Goderich (and add the Town as additional insured) covering farm operations with:

- (a) limit of liability not less than \$5,000,000 inclusive for any one insurance which includes environmental pollution liability for injury or damage arising from farming operations on or off the lands;
- (b) insurance not less than \$2,000,000 against liability for bodily injury and property damage caused by vehicles or equipment owned by the successful bidder;

(c) Shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

2.3 General

(a) to pay all of the costs and expenses associated with the Tenant's obligations hereunder directly to the appropriate party as they come due and shall, at the Landlord's request, provide the Landlord with copies of receipts or other proof acceptable to the Landlord that such costs have been paid. If the Tenant fails to perform any obligation under this Lease or to pay any costs and expenses as set out herein, the Landlord may at its sole option and discretion, on seven (7) days written notice to the Tenant, perform such obligation or pay such amounts on behalf of the Tenant and the Tenant shall forthwith upon receipt of an invoice therefor reimburse the Landlord for the cost of such action or the amount of such payments which are to constitute rent;

(b) not to do, omit to do or permit to be done anything which will cause or shall have the effect of causing the cost of the Landlord's insurance in respect of the Leased Property to be increased at any time during the Term or any policy of insurance on or relating to the Leased Property to be subject to cancellation;

(c) to agree that the Landlord shall not be responsible for personal injury or property damage that the Tenant or the Tenant's invitees, agents, or guests may suffer or sustain by reason of the use of the Leased Property whether arising by reasons of negligence or otherwise; and,

(d) to observe and perform all the covenants and obligations of the Tenant herein.

APPENDIX C – MAPS OF AIRPORT AGRICULTURAL LAND FOR LEASE

Total Workable Area: 165.22 ac





THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 58 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND AFFIX THE CORPORATE SEAL TO AN EVENT ASSISTANCE 2025 AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GODERICH AND JT CREATIVE WORKS TO MANAGE THE EXECUTION OF THE CHILDREN'S FESTIVAL AND THE SALT AND HARVEST FESTIVAL

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute an Event Assistance 2025 Agreement between the Corporation of the Town of Goderich and JT Creative Works to manage the execution of the Children's Festival and the Salt and Harvest Festival;

AND WHEREAS at their meeting on February 26, 2024, Council approved a request for proposal to hire an event planner for the Children's Festival and the Salt and Harvest Festival;

AND WHEREAS at their meeting on March 17, 2025, Council approved to enter into an Agreement with JT Creative Works to fulfil the Event Assistant duties for the Children's Festival and the Salt and Harvest Festival;

AND WHEREAS this Event Assistance 2025 Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Event Assistance 2025 Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to an Event Assistance 2025 Agreement between the Corporation of the Town of Goderich and JT Creative Works to manage the execution of the Children's Festival and the Salt and Harvest Festival.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



THE CORPORATION OF THE TOWN OF GODERICH

Event Assistance 2025 Agreement

Introduction

The Town of Goderich ("Town") is hiring JT Creative Works to manage the execution of the Town's Children's Festival and support the Goderich Salt & Harvest Festival, to be held in Goderich in Courthouse Square Park on Tuesday, July 1, 2025 for the Children's Festival and August 29, 30 and 31, 2025 for the Salt Festival. The Event Assistant's services include, but are not limited to, concept development, planning, assistance with sponsorship, event production, and overall event management coordination, including day-of-event coordination, budget management, programming, and implementation.

Background

The Goderich Children's Festival is now in its 27th year of operation and celebrates as part of its legacy, a completely free event for youth in the area. Typically hosted as part of the Canada Day Celebrations, this year's event will be scheduled in partnership with Canada Day and will be hosted on Tuesday, July 1, 2025, from 10 am to 2 pm in Courthouse Square Park.

Now in its third year, the Goderich Salt & Harvest Festival, will be held August 29, 30 and 31, 2025. It includes a weekend of Salted local history, music, entertainment, and attractions, this three-day festival has been positioned as Goderich's signature festival weekend.

The Event Assistant will be expected to provide all services necessary and appropriate to manage and execute both the Goderich Children's Festival and Goderich Salt & Harvest Festival, including but not limited to the services ("Services") detailed herein.

Scope of Work

The Services outlined herein are not intended to be exhaustive. The selected Event Assistant is expected to be, among other needed skills: organized; detailed oriented; flexible; an effective verbal and written communicator; calm under pressure; and a negotiator in the best interest of the Festivals and Tourism in Goderich.

The Event Assistant will have distinct roles for each festival:

- **Goderich Children's Festival** – The Event Assistant is expected to fully manage and execute all aspects of the Goderich Children's Festival, in conjunction with staff from Goderich Tourism, including but not limited to:
 - Concept development, planning, and event production
 - Assistance with sponsorships
 - Overall event management coordination
 - Day-of-event coordination
 - Budget management, programming, and implementation

- The Event Assistant must ensure all event aspects are executed seamlessly, supporting the festival's focus on providing a free and engaging experience for youth.
- **Deliverables:**
 - Develop a comprehensive project plan with estimated delivery dates and a budget detailing anticipated tasks and required expenses specific to the Children's Festival.
 - Maintain a detailed budget spreadsheet for costs related to the festival.
 - Secure optimal pricing for all expenditures.
 - Oversee and manage all vendor relationships, ensuring timely delivery of vendor commitments and maintaining a confirmed vendor list.
 - Handle invoice submissions for timely payments.
 - Act as the main point of contact for vendors such as food & beverage and production.
 - Liaise with security as required.
 - Provide regular updates to the Tourism Events & Marketing Manager on the festival's progress.
 - Draft, handle, and circulate a complete schedule, including load-in, setup, rehearsals, and tear-down.
 - Submit a post-event evaluation report with recommendations to Goderich Tourism.
- **General Management:**
 - Manage the overall administration, execution, and on-site management for the festival day.
 - Ensure the submission of all necessary permits.
 - Recruit, train, and supervise all volunteers.
 - Oversee the setup and tear-down of equipment, AV, staging, signage, sponsor spaces, etc.
 - Manage volunteers and staff during the festival.
 - Share and inform all information with Goderich Tourism Staff.
 - Lead the logistical execution and decision-making for festival operations.
- **Goderich Salt & Harvest Festival – Support Role**
- For the Goderich Salt & Harvest Festival, the Event Assistant will provide support in collaboration with Tourism Staff, focusing on:
 - Assisting in the planning and coordination of events
 - Supporting logistical and vendor management needs
 - Facilitating communication with sponsors and partners
 - Supporting the execution of event marketing and promotion
- **Deliverables:**
 - Assist in developing the project plan and budget, ensuring support tasks are aligned with the primary goals.
 - Support negotiations with vendors for favorable pricing.
 - Provide assistance in managing vendor relationships, ensuring deliverables are on track.
 - Support communications and marketing.
 - Assist in drafting and overseeing the execution schedule in collaboration with the main organizers.
 - Run the volunteer management program.
 - Contribute to the post-event evaluation with insights for future improvements.
- **General Management:**

Town of Goderich Event Assistant 2025 Agreement

- Provide logistics and operational support on the festival days as coordinated with the lead managers.
- Assist in volunteer management and task coordination.
- Help oversee equipment and staging arrangements, ensuring smooth transitions and efficient operations.
- Serve as a supporting liaison for communication among stakeholders, ensuring cohesive festival management.

Timelines

- The work for the projects will be completed between April 2024 and December 2025
 - Goderich Children's Festival items and final report will be completed by August 2025
 - Goderich Salt & Harvest Festival items will be completed by December 2025

Budget

- The total budget for this project is \$11,000.00
- Payment Schedule: 25% Upfront (\$2750), 50% After Children's Festival (\$5500), 25% After Salt Fest (\$2750)

Ownership of Submission

All submissions in response to this RFP become the property of the Town of Goderich and will not be returned, and are subject to the Freedom of Information and Protection of Privacy Act.

Respondents are solely responsible for their own costs and expenses arising from or in any way connected with preparing a submission and/or subsequent discussions with the Town, if any.

The Town of Goderich reserves the right to:

- Waive any irregularity or insufficiency on any proposal;
- Accept the proposal which is deemed most favorable to the interest of the Town;
- Accept any proposal in whole or in part;
- Reject any or all proposals; and
- Internally publish the names of proponents and any cost information deemed appropriate by the Town.

Contract Terms and Conditions

The respondents shall provide the following:

- All necessary supplies, materials, and time required to complete the events;
- The Town of Goderich will not be held responsible for accidental damage to equipment used, rented, or owned by the respondent(s).
- Upon completion, the events still stay Town of Goderich events.
- The respondent(s) agrees to defend, indemnify, and hold harmless the Town of Goderich against all claims, costs, and expenses that may incur.
- The respondent will be deemed to:
 - Agree that the Town of Goderich will not be responsible for any costs, losses, damages, or liabilities incurred by him/her as a result of or arising out of this Request for Proposals.

Signature: Jacob Bjerg
Jacob Bjerg (Apr 2, 2025 14:35 EDT)

Taylor Jones

02/04/25 Email: jandtc creativeworks@gmail.com

02/04/25

Signature: Taylor Jones
Taylor Jones (Apr 2, 2025 14:22 EDT)

Email: tjones@tannerstefflerfoundation.com



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 59 OF 2025

**BEING A BY-LAW TO REGULATE AND PROMOTE RESPONSIBLE ENJOYMENT AND
USE OF MUNICIPAL PARKS IN THE TOWN OF GODERICH AND TO REPEAL BY-
LAW 42 OF 2025 AND TO AMEND BY-LAW 98 OF 2020**

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

AND WHEREAS upon review by the Ministry of the Attorney General to approve set fines as outlined in By-Law 98 of 2020 the following revisions to said bylaw are required.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the following definition in Section 1. DEFINITIONS be added as follows:

“Handbill” means a small, printed advertisement or other notice distributed by hand.

2. That the following wording in Section 18.14 PROHIBITIONS currently reads as follows:

18.14 Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent

Be replaced to read as follows:

18.14 Special events requiring the use of shade tents larger than 15 square meters require a permit from the Building Services Manager/Chief Building Official and must be authorized by the Director of Community Services, Infrastructure and Operations. Permits are under the discretion of the Building Services Manager/Chief Building Official dependent on the duration and location of the tent. No person shall erect such tent without permission.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 60 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND AFFIX THE CORPORATE SEAL TO A STANDARD RENTAL AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GODERICH AND GRAND RIVER PARTY RENTALS INC. FOR THE PURPOSE OF ENTERTAINMENT AT THE CHILDREN'S FESTIVAL ON JULY 1, 2025

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Standard Rental Agreement between the Corporation of the Town of Goderich and Grand River Party Rentals Inc. for the purpose of entertainment at the Children's Festival on July 1, 2025;

AND WHEREAS this Standard Rental Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Standard Rental Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Standard Rental Agreement between the Corporation of the Town of Goderich and Grand River Party Rentals Inc. for the purpose of entertainment at the Children's Festival on July 1, 2025.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher



INVOICE AND RENTAL AGREEMENT

Grand River Party Rentals & Inflatables GAME ASYLUM

6537 Roszell Road, Cambridge, ON N3C 2V3

519-957-9731

www.grandriverinflatables.com www.gameasylum.ca

HST # 83820 6407 RT0001

Order Date: 3/31/2025

Invoice: 40831227

Tourism Goderich

Jacob Bjerg

168 West St

Goderich, ON N7A 2K9

Phone:

Cell Phone: (519) 955-5478

Office Phone:

Venue: Goderich Lions Harbour park

168 West St

Goderich, ON N7A 2K9

Surface: Pavement

Event: Goderich Children's
Festival

Start Date: Tue, Jul 1, 2025
10:00am

End Date: Tue, Jul 1, 2025
2:00pm

Delivery method: Delivery,
Commercial

Name	Qty	Total
Dual Lane Axe Throwing Inflatable - Golden Horseshoe -	1	\$449.00
Triple Threat (38') -	1	\$1,075.00
Foam Canon (includ. 3 packets) -	1	\$350.00
Sandbag Set-up -	2	\$100.00
Certificate of Insurance - Training Doc Required -	1	\$0.00
Operator -	4	\$808.00

Rentals subtotal \$2,782.00

Delivery \$331.53

Subtotal \$3,113.53

Sales Tax 13.000% \$404.76

Total **\$3,518.29**

Payment \$0.00

Balance Due **\$3,518.29**

Rental Agreement Signature

PAYMENT TERMS: Full Payment is due at contract signing

Initial Here: _____

Event Date & Timeslot, Billing Information, Venue Address and Surface Setup are ACCURATE

STANDARD RENTAL AGREEMENT

1. Your order is booked with Grand River Party Rentals Inc. THIS CONTRACT outlines our policies and confirms our verbal contract made and entered into this date by and between Lessee and Grand River Party Rentals Inc., and is mutually agreed that the contract shall be subject to the information on the front of this contract.
2. PARTIES: The Lessee (also referred to by Customer) Hereby engages Grand River Party Rentals Inc. to supply, and Grand River Party Rentals Inc. hereby agrees to furnish the items herein described upon the terms and conditions set forth herein.
3. FEES & PAYMENT:
 - 3.1. Full payment is due at time of booking.
 - 3.2. Non Refundable Payment: We accept e-transfer, online/phone Visa or Mastercard, or a non-refundable cheque (business cheques only) may be mailed to and in the name of Grand River Party Rentals Inc. to 6537 Roszell Road, Cambridge, ON N3C2V3, upon signing of this contract. The items and date mentioned in this contract are not reserved for the customer until payment is received.
 - 3.3. Price includes the total cost plus applicable sales.
 - 3.4. A fee of \$25.00 (per cheque) will be charged for returned (non-clearing) cheques.
4. WEATHER:
 - 4.1. Grand River Party Rentals Inc. has the most flexible rain policy in the industry! If there is any reason that you need to reschedule your event Grand River Party Rentals Inc. will apply your payment to a rescheduled date. If rescheduling with less than 24 hours notice, a 15% restocking fee will apply to cover expenses incurred; loading, unloading and rescheduling.
 - 4.2. If the customer has not contacted Grand River Party Rentals Inc., once the set-up crew arrives on site to set up, the payment will be considered to be used in full regardless of weather problems. No credit will be issued at that point.
 - 4.3. FOR SCHOOL FUN FAIRS ONLY - in the event of inclement weather, Grand River Party Rentals Inc. will relocate the inflatable equipment into the gymnasium. No cancellations will be accepted due to weather conditions. Grand River Party Rentals Inc., at its own discretion, may choose to move the fun fair indoors based on inclement weather or forecasted inclement weather.
 - 4.4. Grand River Party Rentals Inc., at its own discretion, may refuse to set up equipment or may return early to take down equipment due to wind or weather conditions. If possible, Grand River Party Rentals Inc. will do it's best to accommodate customers (i.e. moving units indoors if possible) but safety of riders and users of the equipment is our primary concern.
5. CANCELLATION of the booking will result in a credit applied to the lessee's account, unless cancellation occurs within 24 hours notice then a 15% restocking fee will apply to cover expenses incurred; loading, unloading and rescheduling
6. SERVICES, LOCATION, OPERATION:

Start Date: 7/1/2025 10:00am

End Date: 7/1/2025 2:00pm

Event Location: Goderich Lions Harbour park

Event Contact: Jacob Bjerg

Event Address: 168 West St, Goderich, ON N7A 2K9

Items Rented:	Dual Lane Axe Throwing Inflatable - Golden Horseshoe	Quantity:	1
Items Rented:	Triple Threat (38")	Quantity:	1
Items Rented:	Foam Canon (includ. 3 packets)	Quantity:	1
Items Rented:	Sandbag Set-up	Quantity:	2
Items Rented:	Certificate of Insurance - Training Doc Required	Quantity:	1
Items Rented:	Operator	Quantity:	4

- 6.2. School Fun Fairs - School must agree to accept delivery of equipment at any time during the day of the fun fair. Grand River Party Rentals Inc. will do their best to accommodate requested set up times however, on popular fun fair days deliveries will be scheduled all day. Grand River Party Rentals Inc. will set up the equipment, inflate to ensure safe operation and leave the units deflated until the start of the fun fair. Grand River Party Rentals Inc. will show a representative from the school how to restart the equipment at the start of the fun fair.
- 6.3. The customer agrees not to remove rented equipment & accessories from the premises to any other place without prior written consent of Grand River Party Rentals Inc.
7. POWER: The customer must provide access to a grounded, 15-amp circuit for each blower in order for blowers to run effectively. If the customer does not have (a) 15-amp circuit(s), Grand River Party Rentals Inc. will not be responsible for inconsistent running of the blowers. However, generators may be rented from Grand River Party Rentals Inc. In addition, Grand River Party Rentals Inc. equipment shall not be set up further than 100 feet away from the electric source. Please be aware that any units running longer than 3 hours and using generators may be stopped temporarily for fuel maintenance during the rental period. All efforts will be to minimize downtime and no refunds will be given.
 - 7.1. Loss of Power: The bouncer equipment is reliable and will deflate slowly. In the event of loss of power proceed to the entrance of the bouncer and help the children exit from the unit. After everybody is out of the bouncer check the following: 1) the motor may have stopped, in which case check the cord connection at the outlet or the fuse box for a tripped breaker or blown fuse. Check to make sure the blower is turned on. Do not use any more than a total of a 100' of heavy extension cord provided by Grand River Party Rentals Inc. (stronger outlets are in the kitchen and laundry room), 2) if the blower is continuing to run, check the air intake on the side of the motor for blockage, and check the tube at the back of the bouncer for snugness; retie if necessary, or 3) If you cannot correct the problem call Grand River Party Rentals Inc. at 905-321-7988

8. SUPERVISION:

- 8.1. Grand River Party Rentals Inc. will instruct the customer on the safe use, supervision, and emergency procedures of the equipment, however, the customer is responsible for providing adequate supervision to ensure safe operation.
 - 8.2. Grand River Party Rentals Inc. reserves the right to return to event site and inspect the equipment as well as to ensure the equipment is being operated properly and safely. Any violation of the operating instructions by the customer may result in the equipment being shut down until such time as it is safe to resume operation.
 - 8.3. Furthermore, the client assumes full responsibility for distributing the operating instructions to the people chosen to supervise and operate the equipment and to ensure that these people understand them completely.
 - 8.4. Supervisory Staff can be hired, based on availability, from Grand River Party Rentals Inc. In a case where Grand River Party Rentals Inc. staff has been contracted, said staff would be responsible for ensuring the equipment rented from Grand River Party Rentals Inc. equipment is being used properly and safely. Grand River Party Rentals Inc. supervisory staff is not responsible for damage or injury resulting from misuse by any users of the equipment or by disregard for safety rules or operator's instructions.
9. **DAMAGE:**
- 9.1. The Customer_ assumes full responsibility for loss or damage to Grand River Party Rentals Inc. equipment, if damage is caused by the customer or their guests whether by fire, theft, misuse or otherwise and undertakes to pay the cost of repair or their replacement or the actual value should repair or replacement not be possible.
 - 9.2. Should any damage occur to the unit, the customer must immediately discontinue use of the damaged equipment and contact Grand River Party Rentals Inc. at 519-957-9731 or the after hours number listed on the company voicemail in order to expedite a resolution.
 - 9.3. Failure to contact the company as per 10.2 constitutes a violation of this agreement.
 - 9.4. If the equipment fails to operate properly for any reason it is the customer's responsibility to notify Grand River Party Rentals Inc. at 519-957-9731 or the after hours number listed on the company voicemail to give Grand River Party Rentals Inc. an opportunity to rectify the concern. If the customer fails to do so there will be no adjustment made to the invoice.
 - 9.5. **PICK UP ITEMS:** A credit card # must be left on file for all pick up items to cover damage and any penalties that may be assessed if the items are returned late.
10. **INJURY & LIABILITY**
- 10.1. The customer expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk. If any injury or damage to the customer, their property, guests, invitees, agents, employees contractors or any other people(s), Grand River Party Rentals Inc., it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify Grand River Party Rentals Inc. in the event they are held liable for any injuries and/or resulting damages save and except for such injury or damage caused by the negligence of Grand River Party Rentals Inc. in the operation provision or of equipment contracted herein.
 - 10.2. Grand River Party Rentals Inc. cannot be held responsible for any losses, monetary, property, or otherwise incurred by the customer and caused by the equipment as the result of weather or other 'acts of God' including but not limited to wind, rain, fire, or water save and except such loss also involves the negligence of Grand River Party Rentals Inc. in the provision, setup or operation of equipment contained herein.
 - 10.3. In any event, the liability of Grand River Party Rentals Inc. and any other incurred expenses shall not exceed the total amount of the general comprehensive liability policy of Grand River Party Rentals Inc.
11. **LEGAL FEES:** Should Grand River Inflatables & Games Inc. find it necessary to employ the services of an attorney or otherwise bring forth legal action in order to enforce any of the obligations on the part of the customer, then the customer shall be bound to pay an amount equal to 100% of the attorney fees as well as any additional judicial fees.

All parties agree that they have read this agreement, understand it, and agree to be bound by its terms and conditions. Furthermore, all parties agree that this is the complete and exclusive statement of agreement between the parties relating to event depicted in paragraph 6. This statement of the agreement supersedes all prior agreement, oral or written, and all other communications relating to this subject.

Lessee will:

1. Provide 4 110volt/15 amp electric circuits, unless generators are rented.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities, UNLESS hiring staff from Lessor.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Jacob Bjerg
Printed Name

SAFETY INSTRUCTIONS (for inflatables, if applicable)

Each operator MUST read and understand the following instructions.

1. All riders must remove their shoes.
2. Riders must remove loose or sharp objects including glasses and dangling jewelry. Glasses should be removed.
3. Riders should be sorted by size. Only riders of the same size should be allowed in the ride at the same time.
4. No food, drinks, or gum allowed on the ride.
5. No Silly String on or near the unit. Silly String will breakdown the vinyl.
6. The rated capacity should never be exceeded. **The capacity of the ride is as follows:**
7. **Bouncers: 6-8 for young children 10 & under, 4-5 for 11- 12 year olds.**
8. **Slides: CHILDREN ONLY - NO ADULTS ALLOWED - max. 4 children at any time.**
9. **Obstacles: Only 2 players allowed in the obstacle at any time**
10. The ride should not be operated if winds exceed 25 mph or in rain or lightning conditions.
11. The operator should assist the riders when they enter and exit the ride.
12. The operator should position himself/herself in close proximity to the entrance of the ride and remain there at all times.
13. While the ride is in operation, the operator should watch the riders at all times. No flips, wrestling, roughhousing or horseplay should be tolerated. No climbing on the nets. Anyone who does not obey the rules after being warned should be asked to exit the ride (**operators should be made to understand that they are in control of the ride...and removing someone from a ride who is not following rules is important for all riders' safety**)
14. The operator must remain in control of the ride at all times and strictly enforce the rules.

Emergency Procedures

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide...please use common sense when an emergency occurs.

Weather

Bad weather can arrive in the form of rain, lightning or strong wind. In each case you want to evacuate the ride as quickly and safely as possible.

- **Remain Calm!** If you panic your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion.
- After everyone has exited the ride, deflate the ride by turning off the blowers or fans.
- Mazes should be folded and taken to a protected area out of the weather. Bouncers should be folded over once and covered with the ground sheet so that the interior is protected from the weather.

Loss of Electrical Power

Should the unit begin to deflate: **Remain calm!** Proceed to the entrance of the bouncer and help the children exit from the unit. After everybody is out of the unit check the following: 1) the motor may have stopped, in which case check the cord connection to an outlet. Do not use any more than a total of 100 feet of heavy extension cord (stronger outlets are in the kitchen and laundry room), 2) if the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the unit for snugness: re-tie if necessary, or 3) If you can not correct the problem call Grand River Party Rentals Inc. at **519-957-9731 or 905-321-7988. Do not leave the ride unattended.**

Damage

If the ride becomes damaged while in your operation, take the following steps.

-If the ride is ripped or otherwise begins to lose air, assist all riders from the ride and deflate it.

-Write down what happened, when, and any other details you observed and turn this report in to the Responsible Party.

-Contact Grand River Party Rentals Inc. immediately at **519-957-9731 or 905-321-7988**

Do not attempt to continue to operate the ride.

Grand River Party Rentals & Inflatables | GAME ASYLUM

6537 Roszell Road, Cambridge, ON N3C 2V3

519-957-9731

jump@grandriverinflatables.com
www.grandriverinflatables.com
www.gameasylum.ca



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 61 OF 2025

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND AFFIX THE CORPORATE SEAL TO A LEASE AGREEMENT BETWEEN DOCTOR JACINTA PEEL AND THE CORPORATION OF THE TOWN OF GODERICH FOR THE LEASE OF A ROOM AT THE MAITLAND VALLEY MEDICAL CENTRE

WHEREAS the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute a Lease Agreement with Doctor Jacinta Peel for the lease of a room at the Maitland Valley Medical Centre;

AND WHEREAS this Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Agreement;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Lease Agreement with Doctor Jacinta Peel for the lease of a room at the Maitland Valley Medical Centre

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF APRIL, 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

**LEASE AGREEMENT
(COMMERCIAL)**

Made the 28th day of April 2025,

BETWEEN

THE CORPORATION OF THE TOWN OF GODERICH

(hereinafter called the "Landlord")

- and -

DOCTOR JACINTA PEEL

(hereinafter called the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease (in common with other tenants) of a portion of the premises known as the Maitland Valley Medical Centre, more particularly described in Schedule "A" attached hereto (the "MVMC") and a Lease of that part of the MVMC more particularly described in Schedule "B" attached hereto (the "Premises"). For greater clarification, Premises shall mean the personal office of each Tenant.

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - (a) at the Rent set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.
- (3) The Tenant is leasing the Premises as a [x] Full-Time Tenant, [] Part-Time Tenant or [] Office Tenant. The Tenant covenants and agrees that he/she will not change categories to that of another type of tenant without the consent of the Landlord, such consent only to be withheld in the event that space is not available to accommodate such change in category. The Tenant acknowledges that as a term of the Landlord's consent, he/she may be required to execute a new lease, or pay an adjusted rent.

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes such other amounts as may be payable by the Tenant hereunder.
- (2) For the purposes hereof, a "Full-Time Tenant" means any Tenant who conducts or participates in five (5) or more Clinics per week on a regular basis, excluding vacation and periodic leaves of absence. For the purposes hereof, a "Part-Time Tenant" means any Tenant who participates in less than five (5) Clinics per week on a regular basis, excluding vacation and periodic leaves of absence. For the purposes hereof, a "Clinic" means a period of time in any half day period, during which time the Tenant sees his or her own patients, with such half day period being either in the morning or in the afternoon. For the purposes hereof, an "Office Tenant" means any Tenant who is utilizing the Premises for the purposes of an office only, and who is conducting no Clinic.

- (3) Full-Time Tenants shall pay the sum of twelve thousand, four hundred forty-five dollars and sixty-eight cents (\$13,228.68) per annum, payable monthly in advance, in equal installments of one thousand thirty-seven dollars and fourteen cents (\$1,102.39) on the first day of each and every month, commencing on the first day of the Term. Full time Tenants covenant and agree to operate Clinics as Full time Tenants only.
- (4) Part-Time Tenants shall pay the sum of nine thousand, three hundred thirty-four dollars and sixty-eight cents (\$9,921.96) per annum, payable monthly in advance, in equal installments of seven hundred seventy-seven dollars and eighty-nine cents (\$826.83) on the first day of each and every month, commencing on the first day of the Term. Part time Tenants covenant and agree to operate Clinics as Part time Tenants only.
- (5) Office Tenants shall pay the sum of five thousand, four hundred forty-five dollars and twelve cents (\$5,787.60) per annum, payable monthly in advance, in equal installments of four hundred and fifty-three dollars and seventy-six cents (\$482.30) on the first day of each and every month, commencing on the first day of the Term. Office Tenants covenant and agree not to see or treat patients at the MVMC.
- (6) Rent includes HST (13%) as at the date of signing this lease. Any other taxes imposed on the Landlord during the term of this lease respecting rent, will be the responsibility of the Tenant.
- (7) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 20 or to such other place as the Landlord may from time to time direct in writing.
- (8) The Tenant agrees to pay in advance to the Landlord at the commencement of the Term the first month's Rent payable under Section 2 (3) or Section 2 (4) of this Lease as applicable.
- (9) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or

expense incurred at a rate per annum equal to two per cent (2%) per month (24.0 per cent per annum).
- (10) The parties acknowledge and agree that the Landlord shall be entitled to offer incentives to new tenants, in its absolute discretion and as it sees fit, without being obliged to offer any or similar incentives to other or existing Tenants.
- (11) Rent shall be reviewed by the parties annually during the budget process with the intent of adjusting rent (up or down) so that rent reflects a break-even basis to cover expenses as approved in the annual budget for the MVMC.
- (12) Rent shall be increased January 1 annually by the annual increase in the Consumer Price Index-all items Ontario for the prior year, as published by Statistics Canada, such increase being effective January 1 in each year of the Term, the first increase being effective January 1, ~~2019~~ 2026

3. TERM AND POSSESSION

- (1) The Tenant shall have possession of the Premises for a period of five (5) years, commencing on the 1st, day of May 2025 and ending on the 30th, day of April 2030 (the "Term").

- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
 - (3) If for reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the commencement date of the Term of this Lease, the Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant:
 - (a) but if possession is not given within ninety (90) clear days from the commencement date of this Lease either party may terminate this Lease by written notice to the other;
 - (b) and any delay in the actual occupation by the Tenant of the Premises shall not extend the Term of the Lease.
4. Notwithstanding anything contained herein to the contrary, an Office Tenant shall have possession of the Premises on a month-to-month basis, subject to termination on written notice by the Landlord to the Office Tenant requiring vacant possession of the Premises, such notice to be not less than sixty (60) days' notice in writing, and only to be effective in the event the Landlord requires the Premises for a Full-Time or Part-Time Tenant.
5. **ASSIGNMENT**
 - (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he/she first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld:
 - (a) and the Tenant hereby waives his/her right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
 - (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
 - (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
 - (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his/her obligations under this Lease, including the obligation to pay Rent as provided for herein.
 - (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord

shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in paragraph 10 (2) of this Lease and any other remedies available in law.

6. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than for medical offices and/or a medical practice without the express consent of the Landlord given in writing. The Tenant acknowledges that the Premises shall not be used for the purposes of the Family Practice Clinic currently operated at Alexandra Marine & General Hospital, without the express written consent of the Landlord.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
 - (a) constitute a nuisance;
 - (b) cause damage to the Premises;
 - (c) cause injury or annoyance to occupants of neighbouring premises;
 - (d) make void or voidable any insurance upon the Premises;
 - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority to the Premises.

7. REPAIR AND MAINTENANCE

- (1) The Landlord covenants that during the Term of this Lease and any renewal thereof the Landlord shall keep in good condition the Premises and shall, promptly make all needed repairs and all necessary replacements as would a prudent owner, provided that:
 - (a) the Landlord shall not be liable to effect repairs attributable to the negligence of the Tenant, his/her employees, invitees, agents or contractors, provided that the Landlord may take into account whether or not such negligence is as a result of any act or omission on the part of a patient.
 - (b) The Landlord shall not be liable to effect repairs to the Tenant's alterations or additions, or to any personal property of the Tenant.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any leasehold alterations or additions made thereto, to the Landlord. The Tenant shall be entitled to remove any of its personal property from the Premises at any time.
- (4) The Tenant shall immediately give written notice to the Landlord of any material damage that occurs to the Premises from any cause.

8. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's practice, the Tenant may do so at his/her own expense, at any time and from time to time, if the following conditions are met:

by third parties up to such limits as the Landlord in its sole discretion deems advisable.

- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, patients, invitees or licensees:
 - (a) and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in his/her own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage tenant insurance in which policy the Landlord shall be an additional insured and the policy shall include a cross-liability endorsement;
 - (a) and the Tenant shall provide the Landlord with a Certificate of Insurance as evidence of the required coverage.
- (5) The Landlord covenants to indemnify the Tenant with respect to any damage to the Tenant's personal property in the Premises occasioned by or arising as a result of the negligence of the Landlord, its officers, agents, servants, employees or contractors.

10. DAMAGE TO THE PREMISES

- (1) If the Premises or the MVMC are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and twenty (120) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date of damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and twenty (120) clear days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
 - (c) If the Premises can be repaired within one hundred and twenty (120) clear days, as aforesaid, but the damage is such that the Premises are capable of being partially used {as agreed by the parties, or failing agreement, as determined under subparagraph 2 hereof}, then until such damage has been repaired, the Tenant

- (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
 - (i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designed as such on the plan;
 - (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the Town of Goderich.
- (2) The Tenant shall be responsible for and pay the cost of such alterations, additions, installations or improvements, unless otherwise agreed to by the Landlord.
 - (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the MVMC unless the sign, advertisement or notice has been approved in *every* respect by the Landlord.
 - (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
 - (5) The Tenant agrees, at his/her own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
 - (6) If the Tenant has complied with his/her obligations according to the provisions of this Lease, the Tenant may remove his/her Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he/she will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
 - (7) The Tenant shall, at his/her own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
 - (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises.

9. INSURANCE

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
 - (a) loss or damage by fire, lightning, storm or other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
 - (b) liability for bodily injury or death or property damage sustained

shall continue in possession and the Rent shall abate proportionately.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord. The architect shall be instructed to take into consideration the medical uses of the Premises in determining the degree of damage or destruction.
- (3) Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

11. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
 - (a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
 - (i) The Tenant has breached his/her covenants or failed to perform any of his/her obligations under this Lease; and the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
 - (b) the Tenant has:
 - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - (ii) had its property seized or attached in satisfaction of a judgment;
 - (iii) had a receiver appointed;
 - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - (v) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
 - (c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
 - (d) the Premises are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
 - (a) the current month's Rent shall become due and payable immediately; and

- (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord:
- (4) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord. The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears:
 - (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that his/her Lease is entered into, and by executing this Lease:
 - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this Agreement; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default:
 - (a) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

12. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) The Tenant may terminate this Lease on not less than thirty (30) days notice in writing to the Landlord. The Landlord may terminate this Lease on not less than sixty (60) days notice to the Tenant.
- (2) The Tenant agrees to permit the Landlord during the last three (3) months of the Term of this Lease to show the Premises after hours to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly

tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

13. COMMON AREAS

- (1) The Landlord and Tenant acknowledge and agree that in addition to the Premises, the Tenant shall be entitled to share, in common with all other tenants in the MVMC, the following areas within the MVMC:
 - (i) all common areas and stairways;
 - (ii) examination rooms;
 - (iii) medical records storage;
 - (iv) storage and reception area;
 - (v) nursing and treatment areas;
 - (vi) lunchroom;
 - (vii) boardrooms and meeting rooms;
 - (viii) washrooms and shower.
- (2) The Tenant acknowledges and agrees that the use of the aforesaid areas (the "Shared Areas") shall be undertaken in a courteous and responsible manner, having regard to the rights of other tenants in the MVMC, and recognizing that the MVMC has been designed and constructed to accommodate fourteen (14) full time Tenants or equivalent (excluding the laboratory Tenant).

14. FURNITURE AND SERVICES

- (1) Within the Premises, the Landlord covenants and agrees to supply those items as specified in Schedule "C". All other furnishings and equipment within the Premises shall be the responsibility of the Tenant. The Tenant acknowledges that he/she shall be responsible for supplying all his/her consumable medical and clerical supplies.
- (2) With respect to the Shared Areas, the Landlord shall supply all furniture and equipment.
- (3) The parties acknowledge that furniture and equipment in the Shared Areas as well as items specified in Schedule "C" (collectively the "Equipment") shall, at all times, be the property of the Landlord. Repairs on the specified Equipment shall be effected by the Landlord, acting reasonably, but the Landlord shall not be responsible for any failure to repair due to matters beyond its reasonable control. All repairs shall be effected pursuant to the Landlord's Procurement By-Law in effect from time to time.
- (4) The Landlord shall not be obligated to replace any of the Equipment. Notwithstanding the foregoing, it is the Landlord's intention to establish a capital reserve fund out of which replacement Equipment may be purchased, subject to the approval of the Landlord, and subject to the Landlord's Procurement By-Law in effect from time to time. The amounts collected to fund the capital reserve fund will be derived from the Rent as set in the annual budget referred to in Section 2(11) of this Lease.

15. PARKING

- (1) The Landlord acknowledges and agrees to supply parking for the

MVMC. The Landlord shall endeavor to co-ordinate parking arrangements satisfactory to the Tenant, and post designated parking spots, as required. Such parking shall be at no cost to the Tenant and its employees.

16. UTILITIES

- (1) The Landlord shall be responsible for the payment of all utilities with respect to the Premises and the MVMC, with the exception of monthly charges for the provision of telephone services, and with the exception of monthly charges for the use of cable, internet or other technology charges.

17. OPERATING EXPENSES

- (1) Notwithstanding anything contained herein to the contrary the Landlord covenants and agrees to be responsible for:
 - (a) the payment of all property taxes relating to the MVMC. The Landlord shall be entitled to apply for and obtain an exemption, or take any other steps it deems necessary, in its absolute discretion, to reduce or eliminate property taxes, and the Tenant covenants and agrees to assist the Landlord in this regard, as reasonably required;
 - (b) all utility costs excluding telephone, cable, internet or other technology charges;
 - (c) all costs associated with the sprinkler system and security system ;
 - (d) waste disposal (except for bio-medical or hazardous wastes);
 - (e) provision of floor mats, and window coverings;
 - (f) window cleaning (annually);
 - (g) all cleaning (excluding gowns and medical instruments);
 - (h) all repairs and supplies necessary to maintain the MVMC;
 - (i) snow removal;
 - (j) all outside lawn and yard maintenance; all custodial costs, including labour and supplies;
 - (k) all insurance costs for property and public liability insurance relating to the MVMC.
 - (l) Notwithstanding anything contained herein to the contrary, the Tenant covenants and agrees to be responsible for:
 - (m) paper products;
 - (n) all medical consumables;
 - (o) waste disposal of bio-medical or hazardous waste;
 - (p) all consumable supplies, operating costs, and ongoing software costs related to the equipment listed in Schedules 13;
 - (q) all professional and errors and omissions insurance;
 - (r) costs associated with any tenant office staff;
 - (s) all monthly internet, cable and other technology charges;

- (t) all telephone charges; and
- (u) all repairs and maintenance of the Tenant's personal property

18. ONGOING CONSULTATION

- (1) The parties acknowledge and agree that ultimately, it would be of benefit to the MVMC, the Landlord and the Tenant that the Tenant, in co-operation with other tenants in the MVMC enter into some type of management arrangement, not-for-profit corporation or other vehicle (the "Association") whereby ongoing discussions could be held between it, and the Landlord, with a view to furthering the objectives of the MVMC. In the event the Tenant, in conjunction with other tenants in the MVMC, enter an Association in this regard, the Landlord covenants and agrees to use its reasonable best efforts in order to facilitate discussions with the Association.

19. FURTHERANCE OF MVMC OBJECTIVES

- (1) The parties acknowledge and agree that the primary purpose and function of the MVMC is the retention and recruitment of medical practitioners servicing the Town of Goderich and surrounding areas. In this regard, the Tenant covenants and agrees to co-operate with other tenants within the MVMC, and with the Landlord, with a view to recruiting and retaining medical practitioners as tenants within the MVMC.

20. RULES AND REGULATIONS

The Tenant agrees on behalf of himself/herself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may reasonably make from time to time.

21. NOTICE

- (1) Any notice required or permitted to be given one party to the other pursuant to the terms of this Lease may be given:

To the Landlord at: The Corporation of the Town of
Goderich
57 West Street
Goderich, Ontario
N7A 2K3

To the Tenant at the Premises:

Dr. Jacinta Peel
180 Cambria Road North Goderich,
Ontario
N7A 4N3
jacintapeel8@gmail.com

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

22. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

23. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise, requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the estate trustees, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

24. FORCE MAJEURE

- (1) The obligations of the parties shall be suspended by any force majeure. For the purposes hereof, force majeure means any cause beyond that party's reasonable control and, without limitation, includes an act of God, strike, lockout or other industrial disturbance, act of any public enemy or terrorist, war, blockade, riot, lightning, fire, storm, flood, explosion, unusually severe weather conditions and government restraints, but does not include financial hardship or inability to meet financial obligations hereunder.

IN WITNESS of the foregoing covenants the Landlord and the Tenant have executed this Lease.

TENENT:

DOCTOR JACINTA PEEL

Per: 

Name: Dr. Jacinta Peel

April 23/2025

LANDLORD:

**THE CORPORATION OF THE TOWN OF
GODERICH**

Per: _____

Name: Trevor Bazinet

Title: Mayor

Per: _____

Name: Andrea Fisher

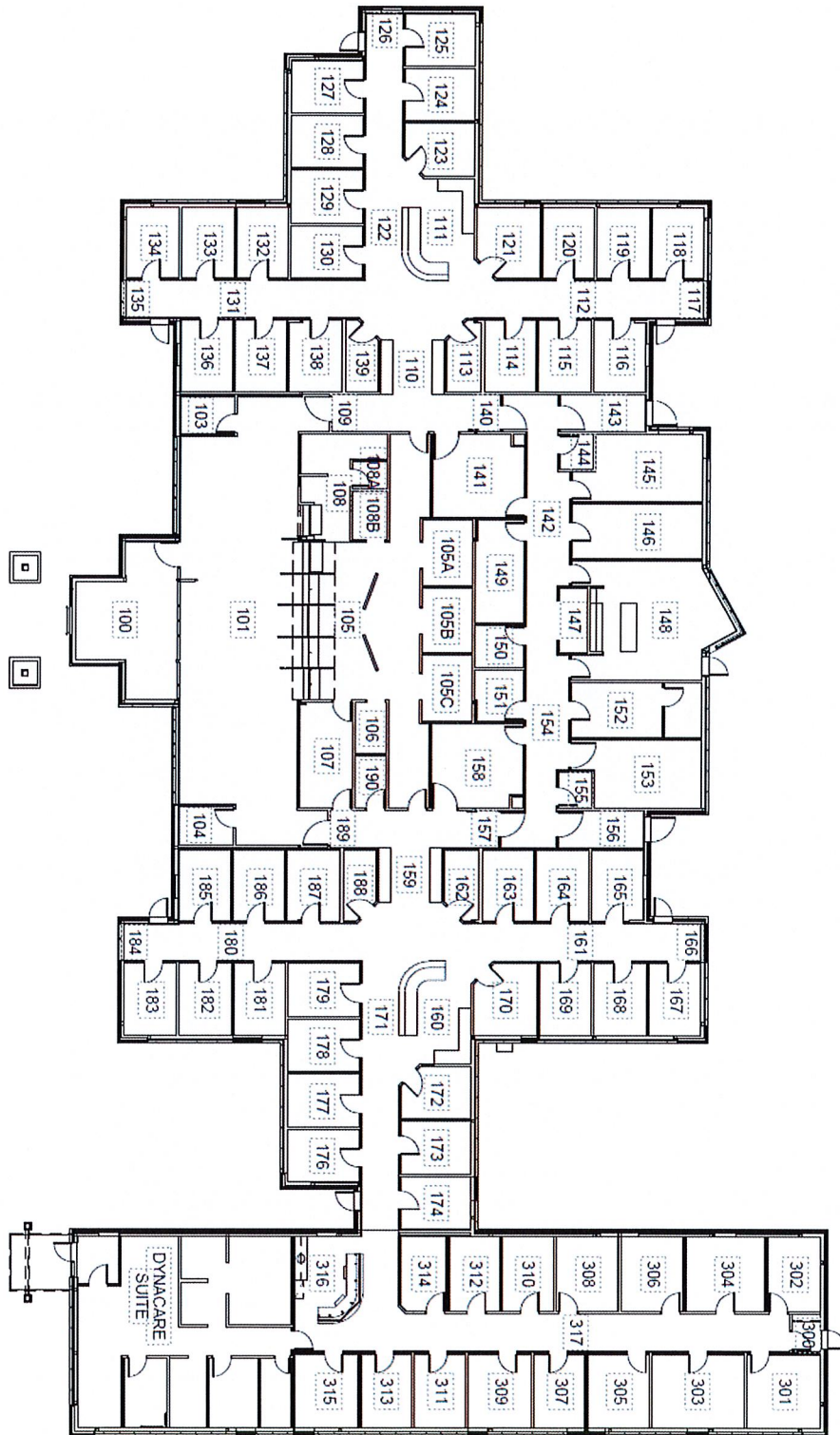
Title: Clerk

We have authority to bind the corporation.

SCHEDULE "A"

180 Cambria Road N., Town of Goderich
Being Pt. of Park Lots 2 & 3 RP #468 & all of Lots 651 & 663
Pt. of Montcalm Street RP# 457 more particularly described as Part #1 Plan 22R-4950.

Schedule "B"
Room #125



SCHEDULE "C"

Item	Units
• Flat Panel Computer Monitor	1
• Keyboard	1
• Telephone	1
• Computer Tower	1
• Printer	1

Subject to replacement and repair by Landlord, subject to certain conditions

SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, and corridors of the building shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees or invitees the damage was caused.
3. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
4. No animals or birds shall be brought into the building or kept on the Premises.
5. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product. The Tenant shall be entitled to hang pictures in the Premises.
6. No one shall use the Premises for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building.
8. The Tenant shall not without the expressed written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Landlord, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials (except for medical uses) shall be kept or permitted to be kept in or on the Premises.
10. No bicycles or other vehicles shall be brought within the Premises.
11. Canvassing, soliciting and peddling in the building is prohibited.
12. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 62 OF 2025**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN ONTARIO
TRANSFER PAYMENT AGREEMENT BETWEEN THE CORPORATION OF
THE TOWN OF GODERICH AND HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL, FOR THE
PURPOSE OF THE FIRE PROTECTION GRANT PROGRAM**

WHEREAS Section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act or regulation;

AND WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS the Solicitor General received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant;

AND WHEREAS staff received approval for the purchase of an in-house fire extractor, which is a piece of essential firefighting cancer prevention equipment to clean bunker gear between calls, for the Fire Department, on December 19, 2024, for \$8,230.45;

AND WHEREAS staff received approval for a second Transfer Payment Agreement to release additional grant funds for the Fire Protection Grant on April 10, 2025, for \$361.73;

AND WHEREAS the Council of the Town of Goderich deems it desirable to enter into a second Ontario Transfer Payment Agreement between His Majesty the King in Right of Ontario as represented by the Solicitor General, for the second intake of Fire Protection Grant program.

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE
TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute an Ontario Transfer Payment Agreement between The Corporation of the Town of Goderich and His Majesty the King in Right of Ontario as represented by the Solicitor General, for the Fire Protection Grant program.
2. That the Agreement shall be attached to this By-Law as Schedule "A"

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
28TH DAY OF APRIL 2025.**

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 28 of April 2025.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Minister of the Solicitor General**

(the “**Province**”)

- and -

CORPORATION OF THE TOWN OF GODERICH

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clark**Title:** Deputy Fire Marshal

CORPORATION OF THE TOWN OF GODERIC

April 28, 2025

Date

Name: Trevor Bazinet**Title:** Mayor

I have authority to bind the Recipient

April 28, 2025

Date

Name: Andrea Fisher**Title:** Clerk

I have authority to bind the Recipient

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

TP Agreement – Shortened

Page 16 of 25

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 361.73
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Deputy Clerk</p> <p>Address: 57 West Street Goderich, Ontario</p> <p>Fax: 519-524-7209</p> <p>Email: abanting@goderich.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Treasurer</p> <p>Address: 57 West Street, Goderich, C</p> <p>Fax: 519-524-7209</p> <p>Email: dhastie@goderich.ca</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

The CORPORATION OF THE TOWN OF GODERICH is approved for \$361.73 for:

The funding is requested to purchase an in-house extractor, which is a piece of essential firefighter cancer prevention equipment, will allow the GFD to clean bunker gear between calls as necessary.

SCHEDULE “D” BUDGET

Funding will be provided to the **CORPORATION OF THE TOWN OF GODERICH** upon execution of this Agreement.

Funding will be provided to the **CORPORATION OF THE TOWN OF GODERICH** explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule "C". Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule “F” that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE “F” REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 63 OF 2025**

**BEING A BY-LAW TO TEMPORARILY STOP UP TRAFFIC ON SUNDAY, MAY 19,
2025, ON COURTHOUSE SQUARE FOR THE PURPOSE OF THE RUN AROUND THE
SQUARE EVENT**

WHEREAS Section 35 of the Municipal Act, R.S.O., 2001, c. 25, s. 35 provides that a Municipality may pass By-Laws removing or restricting the common law right of passage by the public over a highway and common law right of access to the highway by an owner of land abutting a highway;

AND WHEREAS the Town of Goderich Council received correspondence from Anj McCool dated November 11, 2024, requesting the temporary road closure of the Courthouse Square from 5:00 AM to 2:00 PM on Sunday, May 19, 2025;

AND WHEREAS Council requires that Anj McCool notify all emergency services accordingly, i.e. Police, Fire, EMS;

AND WHEREAS Council feels it is desirable to allow the temporary closing of Courthouse Square from 5:00 AM to 2:00 PM on Sunday, May 19, 2025, for the Run Around the Square Event;

AND WHEREAS a map outlining the route is attached hereto as Schedule A.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

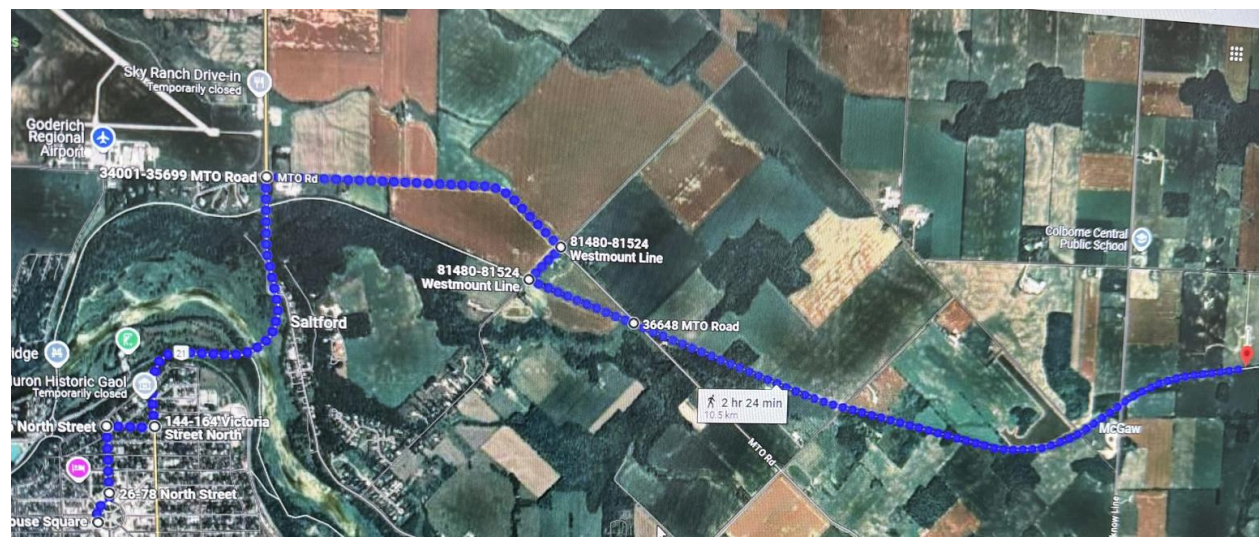
1. The temporary road closure of Courthouse Square from 5:00 AM to 2:00 PM on Sunday, May 19, 2025, for the Run Around the Square Event
2. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF APRIL 2025.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

Schedule A



**EXEMPTION FROM PART LOT CONTROL BY-LAW
THE CORPORATION OF THE TOWN OF GODERICH**

BY-LAW NO. 64 OF 2025

"Being a By-law to declare that certain land is not subject to Part Lot Control (Part of Block 71, Plan 22M-27, Municipality of Town of Goderich, County of Huron).

WHEREAS pursuant to subsection 50(7) of the Planning Act the written request from 1695538 Ontario Inc., it is deemed to exempt from Part Lot Control the lands described in Schedule A attached hereto.

NOW THEREFORE, COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF TOWN OF GODERICH ENACTS AS FOLLOWS:

1. The lands described as Part of Block 71 on Registered Plan 22M-27, as more particularly described in Schedule A attached hereto, are hereby exempted from Part Lot Control pursuant to Subsection 50(7) of the Planning Act.
2. This By-law comes into force and effect when it is approved by the County of Huron and will remain in effect until (May 1, 2027) upon which date the By-law is hereby repealed.

Read a first and second time this 28th day of April, 2025.

Read a third time and finally passed this 28th day of April, 2025.

Trevor Bazinet, Mayor

Andrea Fisher, Clerk

Pursuant to the County of Huron By-Law 32-2022, this by-law, having met the criteria for Part Lot Control exemption, is hereby APPROVED under Section 50(7) of the Planning Act, R.S.O. 1990, as amended.

Sandra Weber, Director of Planning & Development
County of Huron

Date

BY-LAW NO. 64 OF 2025

SCHEDULE "A"

Pursuant to subsection 50(7), subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended, does not apply to:

Part of Block 71, Registered Plan 22M-27, being Parts 1 through 5, as designated on a Plan of Survey deposited in the Land Registry Office for Huron (No. 22) as Reference Plan 22R-7477, Town of Goderich, County of Huron, comprising a total of three (3) parcels and each parcel to be conveyed to individual transferees in accordance with the following descriptions:

Parcel 1: Part of Block 71, Registered Plan 22M-27, designated a Part 1 and 5 on Reference Plan 22R-7477;

Reserving a right of way over Part of Block 71, Registered Plan 22M-27, designated as Part 5 on Reference Plan 22R-7477 in favour of the owners from time to time of Part of Block 71, Registered Plan 22M-27, designated as Part 2 on Reference Plan 22R-7477 for the purpose of unobstructed ingress and egress over those lands provided that such ingress and egress is restricted to pedestrian access and to the transportation of lawn mowers and other lawn and garden care implements and home repair implements and materials only, and provided that the owner of the lands for whose benefit such transportation is being affected shall be responsible to repair any damage caused thereby.

Parcel 2: Part of Block 71, Registered Plan 22M-27, designated as Part 2 on Reference Plan 22R-7477;

Together with a right of way over Part of Block 71, Registered Plan 22M-27, designated as Part 5 on Reference Plan 22R-7477, for the purposes of unobstructed ingress and egress over those lands provided that such ingress and egress is restricted to pedestrian access and to the transportation of lawn mowers and other lawn and garden care implements and home repair implements and materials only, and provided that the owners of the lands for whose benefit such transaction is being affected shall be responsible to repair any damage caused thereby;

Parcel 3: Part of Block 71, Registered Plan 22M-27, designated as Parts 3 and 4 on Reference Plan 22R-7477; Subject to an easement in gross over Part of Block 71, Registered Plan 22M-27, designated as Part 4 on Reference Plan 22R-7477 as in Instrument No. HC171296.

**CORPORATION OF THE
TOWN OF GODERICH
BY-LAW 65 OF 2025**

WHEREAS the Municipal Council of the Corporation of the Town of Goderich considers it advisable to amend Zoning By-law 124-2013, as amended, of the Corporation of the Town of Goderich;

NOW, THEREFORE, the Council of the Corporation of the Town of Goderich ENACTS as follows:

1. By-law 124-2013, Section 7 is hereby amended by deleting Section 7.3.1 R1-1-h and replacing it with the following:

7.3.1 R1-1-H (Key Map 10 & 11)

Notwithstanding the provisions of section 7.2.1 to the contrary, the following provisions shall apply to the area zoned R1-1:

- Lot Frontage Minimum: In accordance with Registered Plans 619 and 620
- Lot Area Minimum: In accordance with Registered Plans 619 and 620
- Lot Coverage Maximum: 45%
- Front Yard Minimum: 4.5 metres
- Rear Yard Minimum: 8 metres
- Provided that lots that back onto an OS1 zone may have a minimum rear yard: 6 metres
- Provided that lots that back onto an OS2 zone may have a minimum rear yard: 3.5 metres
- Interior Side Yard Minimum: 1 metre (Certain restrictive standards may apply under the Ontario Building Code depending on the actual setback used).
- Attached Garage Design: No garage with garage doors facing the front lot line is permitted to project further than 4 metres towards the street line from the front wall of the main dwelling that it is attached to. Where there is a covered porch or entrance a garage may project forward 4 metres towards the street line from the front edge of the covered porch or entrance. Where the garage doors do not face the front lot line, projections are permitted.

Not more than 54 dwelling units will be permitted by the removal of the Holding Symbol (-H) until Warren Street is opened through to Sunset Drive.

All other applicable provisions shall apply. (As amended by By-law 62-2023)

2. The attached Schedule 1, detailing the purpose and effect of the zoning amendment, is declared to be part of this By-law.

3. This by-law shall come into force pursuant to Section 34(21) of the Planning Act, RSO 1990.

READ A FIRST TIME THIS 28TH DAY OF APRIL 2025.

READ A SECOND TIME THIS 28TH DAY OF APRIL 2025.

READ A THIRD TIME AND PASSED THIS 28TH DAY OF APRIL 2025.

Trevor Bazinet, Mayor

Andrea Fisher, Clerk

SCHEDULE 1

CORPORATION OF THE TOWN OF GODERICH BY-LAW 65 OF 2025

Purpose and Effect:

1. The applicant has requested relief from the Town's Zoning By-law provisions that restrict attached garage design. The purpose of the application is to allow residences in these two plans of subdivision to continue to have garage projections of up to four metres from the front wall of the main dwelling it is attached to, or the front edge of a covered porch or entrance. This change would apply to both undeveloped parcels owned by the applicant and parcels which have already been developed and sold.
2. The subject lands are designated Residential and are proposed to keep their current Residential Low Density – Special Provisions (R1-1) or Residential Low Density – Special Provisions – Holding Provision (R1-1-H) zoning; with the amendment modifying the text of the R1-1 special provisions. No mapping changes are proposed.
3. This amendment modifies the text of By-law 124-2013, as amended.