

**The Corporation of the Township of Brock**

**Council Agenda**

**Municipal Administration Building**

**Electronic Meeting**

**Session Thirteen**

**Monday, December 14, 2020**

Due to the current COVID-19 Pandemic and the need to implement social distancing, the Municipal Administration Building is closed to the public and no residents will be permitted to attend this meeting in person. Council members and staff will be participating electronically in the meeting. Those wishing to view the meeting can live stream it at [www.townshipofbrock.ca/livestream](http://www.townshipofbrock.ca/livestream). The public is asked to contact the Clerk's Department with any questions or clarification by email at [clerks@townshipofbrock.ca](mailto:clerks@townshipofbrock.ca).

1. **Call to Order & Moment of Silence – Deputy Mayor W.E. Ted Smith – 6:30 p.m.**

2. **Disclosure of Pecuniary Interest and Nature Thereof**

3. **Announcements from Council and Staff**

4. **Presentations – None**

5. **Delegations and/or Petitions**

1) Regional Chair John Henry – Update to Brock Council

6. **Consent Agenda**

a) **Adoption of Minutes of Previous Meeting**

1) 24<sup>th</sup> Meeting of Special Council – November 23, 2020 at 1:30 p.m.

**Recommendation**

That the minutes of the 24<sup>th</sup> Special Council meeting, as held on November 23, 2020, at 1:30 p.m. be approved.

2) 24<sup>th</sup> Meeting of Special Council – In Camera Session – November 23, 2020 at 1:30 p.m.

**Recommendation**

That the minutes of the 24<sup>th</sup> Special Council Closed Session meeting, as held on November 23, 2020 at 1:30 p.m., be approved.

3) 25<sup>th</sup> Meeting of Special Council – November 23, 2020 at 4 p.m.

**Recommendation**

That the minutes of the 25<sup>th</sup> Special Council meeting, as held on November 23, 2020 at 4 p.m., be approved.

4) 25<sup>th</sup> Meeting of Special Council – In Camera Session – November 23, 2020 at 4 p.m.

**Recommendation**

That the minutes of the 25<sup>th</sup> Special Council Closed Session meeting, as held on November 23, 2020 at 4 p.m., be approved.

- 5) 12<sup>th</sup> Meeting of Council – November 23, 2020

**Recommendation**

That the minutes of the 12<sup>th</sup> Council meeting, as held on November 23, 2020, be approved.

- 6) 12<sup>th</sup> Meeting of Council – In Camera Session – November 23, 2020

**Recommendation**

That the minutes of the 12<sup>th</sup> Council Closed Session meeting, as held on November 23, 2020, be approved.

- 7) 23<sup>rd</sup> Meeting of Special Council – November 30, 2020

**Recommendation**

That the minutes of the 23<sup>rd</sup> Special Council meeting, as held on November 30, 2020, be approved.

**b) Reports**

- \_\_\_\_\_ Dean Hustwick – Report: 2020-CO-61, Council Procedural Improvements – Phase 1 (Report 2020-CO-61 to follow in an addendum on Friday)

**c) Correspondence**

- [1682](#) Becky Jamieson, Memorandum – Devil's Fitness – Rental of Cannington Curling Club

**Recommendation**

That Council approve the request from Devil's Fitness to renew their lease agreement for a one-year term from January 1, 2021 to December 31, 2021 at a monthly rate of \$1,500 per month and that request to use to ice pad floor be denied. Further that the Deputy Mayor and Clerk be authorized to sign a lease agreement with Devil's Fitness for the use of the Cannington Curling Club on behalf of the Township of Brock.

**d) Reports of Committees**

**e) Motions**

- 1) That the Deputy Mayor and Clerk be, and they are hereby authorized to enter into an agreement with Justin Kouba, O/A Beaver River Bait
- 2) That the Deputy Mayor and Clerk be, and they are hereby authorized to enter into agreement with the District Historical Society and the Township of Brock
- 3) That the Deputy Mayor and Clerk be, and they are hereby authorized to enter into an agreement with William Vieveen, O/A Floyd Hales Fish Huts
- 4) That the Deputy Mayor and Clerk be, and they are hereby authorized to enter into an agreement with Mitchell's Fish Huts

**f) By-laws**

By-Law Number 2985-2020 – Being a by-law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, to amend Zoning By-law Number 287-78-PL, as otherwise amended, of the Corporation of the Township of Brock, with respect to certain land located within Part South ½ Lot 9 Concession 1 (Thorah), in the Township of Brock, Region of Durham.

**Recommendation**

That By-law Number 2985-2020, being a by-law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, to amend Zoning By-law Number 287-78-PL, as otherwise amended, of the Corporation of the Township of Brock, with respect to certain land located within Part South ½ Lot 9 Concession 1 (Thorah), in the Township of Brock, Region of Durham be read a first, second and third time and passed in open Council and that the Deputy Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

**7. Items Extracted from Consent Agenda****8. Notices of Motions****9. Other Business**

- 1) COVID-19 Update

**10. Public Questions and Clarification****11. Closed Session**

Potential Legal Matter

**Recommendation**

That Council move in camera at \_\_\_\_\_ p.m. pursuant to Section 239(2)(f) of the Municipal Act to discuss advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**12. Confirmation By-law**

By-law Number 2999-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meetings held on December 14, 2020.

**Recommendation**

That By-law Number 2999-2020, being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meetings held on December 14, 2020, be read a first, second and third time and passed in open Council and that the Deputy Mayor and Clerk were authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

**13. Adjournment**

# Deputations





# 2020 Momentum Report



# Table of Contents

**3. A message from John Henry, Regional Chair and Chief Executive Officer**

**4. A message from Elaine Baxter-Trahair, Chief Administrative Officer**

**5. Durham Region Strategic Plan 2020-2024**

**6. Durham Region COVID-19 Recovery and Action Plan**

**7. Durham's Priorities for Federal Investment**

**8. Durham's Priorities for Provincial Investment**

**9. Regional Priorities**

**10. Citizen Engagement**

**11. Regional Budget and Financial Information**

**12. Regional Council Members and Contact Information**



# A message from John Henry, Regional Chair and Chief Executive Officer



Durham Region: the municipality with momentum.

During this term of council—which began in late 2018—Regional Councillors have had to make decisions. We've discussed important projects, frameworks and options. Highlighted our ingenuity, industry and innovation.

Each of these decisions requires us to see the bigger picture; to make decisions that benefit our almost 700,000 residents. People who are living in a region that is more vibrant, more diverse and growing faster than just about any place in Ontario.

Guided by the 2020 to 2024 Durham Region Strategic Plan, we are taking steps to implement our vision. Focusing on key priorities such as environmental sustainability, community vitality, economic prosperity, social investment, and service excellence. It's our roadmap: designed to help us maintain our unique mix of rural charm and urban sophistication.

It's propelled our momentum as a Region and helped us grow stronger.

Durham is a community built on its diverse

culture, recreational opportunities, and star attractions. A land of opportunity for business; whether big or small. A place where amazing talent nurtures an innovative ecosystem. Where entrepreneurs, innovators, investors, researchers and students collaborate.

It's a reflection of our reputation: a workforce built on innovation, creativity, skills and education.

Durham is also a community known for its open mindedness; for working together to ensure others are treated with dignity and respect. A place where we work together to ensure no one gets left behind or falls through the cracks. Where we embrace our diversity, rich cultural heritage, and strong creative culture.

Durham Regional Council is working together to help shape our future.

Let's continue the momentum: ensuring Durham Region remains the place to live, work, play, innovate and invest. Why the world needs more Durham. Why Durham is—simply—more.



# A message from Elaine Baxter-Trahair, Chief Administrative Officer



Innovation at work. It's become a mindset for us.

Durham Region provides services to help keep people safe, offers support in times of need, provides essential services, and works to ensure healthy communities.

We focus on ways to improve and enhance the way we do business. We think big and bold. We understand the importance of two-way conversation: listening to advice and connecting with others.

We explore how people and technology can work together to make interactions even better. And understand why seeing the world through a service excellence lens can transform the way we do business.

Regional employees deliver programs and services with a people-first state of mind. It's about enhancing the customer experience, modernizing operations, and offering enriched interactions to put the needs of our residents first.

Durham Region has momentum; fuelled by inspiration. We're a vibrant and diverse community, with insight, innovation and world-wide traditions on our doorstep.



# Durham Region Strategic Plan 2020-2024

The future of Durham Region is bright; supported with a strong, [five-year strategic plan](#) that identifies key priorities for Regional Council and outlines our continued delivery of award-winning programs and services.

Work on the new strategic plan began in March 2019. It featured an extensive community engagement process that included more than 1,500 individuals who took part in face-to-face conversations; a community survey; and idea sharing through a new digital engagement portal called Your Voice Durham.

As one of the fastest growing municipalities in North America, this plan reflects Durham's innovative and

resilient economy; featuring autonomous and electric vehicles, artificial intelligence and personalized medicine. It also underlines the Region's commitment to land-use planning, which creates healthy and complete, sustainable communities; and supports our northern municipalities.

We are committed to advancing our five key priorities: environmental sustainability, community vitality, economic prosperity, social investment and service excellence.

To ensure our residents are aware of the ways in which we are helping to shape this community, we promise to report the progress.

# Durham Region COVID-19 Recovery and Action Plan

In June 2020, Regional Council approved the [Regional Recovery Framework and Action Plan](#). It's a roadmap to recovery that considers supports for vulnerable residents, local businesses, and the modernization of Regional services and programs.

Since the onset of the COVID-19 pandemic, Durham Region has continued to provide essential services, while ensuring the health and safety of its community members. New programs and services were developed to meet the emerging and urgent needs of residents and businesses.

This flexible and innovative mindset continues into the recovery phase; addressing pandemic-related recovery efforts and outlining steps to help build resiliency.

A plan built on four pillars—social, built, economic and municipal—complements the goals established in the new Durham Region Strategic Plan.

By addressing recovery in a holistic way, we can continue to support economic recovery and environmental sustainability to strengthen community resilience.

# Durham's Priorities for Federal Investment

Durham Region has the potential to become the next economic engine of Canada.

That's why we welcome a strong partnership [with the Government of Canada](#); a collaborative venture that helps build even stronger services to help bring our vision to life.

It's about achieving the vision outlined in the Durham Region Strategic Plan through the financial support of our major projects—transit, road initiatives, public works projects, broadband, sustainability, and social projects. Innovative projects and improvements that focus on continued growth and prosperity. All reasons why companies will continue to innovate and invest in Durham.

# Durham's Priorities for Provincial Investment

[Through the Association of Municipalities of Ontario \(AMO\)](#), Durham Region works to enhance the quality of life for our residents.

It's about making Durham the best place to live, work and invest within the next five years and beyond. To reaffirm our title as Ontario's Energy Capital. To bring additional jobs and investment to our community. And to provide essential Regional services to benefit the community at large.

We're excited about new infrastructure opportunities that can help increase tourism, grow our economy, and encourage more visits to our region.

We will drive economic success by bringing more businesses closer to where Ontario's most skilled workers live—giving us the resources we need to future ensure people can move around more easily, relax more often, and further enjoy their region.

A place where new business is welcomed, and existing business is supported.

A place where new ideas are so valuable, we have an innovative ecosystem to help propel them forward.

# Regional Priorities

Momentum is strengthened by strong partnerships; funding initiatives; strengthening our economy; and enhancing community engagement. We've got a lot of work underway to support this region's bright future.

We aim to capitalize on Durham's legacy as builders; showcasing our focus on innovation, sustainability and future-oriented mindset. Where we focus on modern and efficient operations through innovation, collaboration, modernization and continuous improvement.

A place where strong partnerships drive us to achieve even more. Where insights, innovation and traditions can be found on our doorstep. A place more vibrant, more diverse, and growing faster than just about any place in Ontario.

Durham Region is about accepting people for who they are—regardless of their belief, culture, identity, language or the colour of their skin. Where we work to ensure that no one gets left behind.

A community that confirms its reputation as a place where difficult challenges are tackled. That pivots to meet specific needs. That works to find made-in-Durham solutions in the most difficult of times. That comes together to rebuild foundations in need of repair.

- [Beaverton Supportive Housing Project](#)
- [CityStudio Durham](#)
- [Durham Region Anti-Racism Framework](#)
- [Durham Region Transit Ridership Recovery Framework](#)
- [myDurham 311](#)
- [Intelligent Communities Plan](#)
- [Pre-servicing Employment Lands](#)
- [Sustainability Initiatives](#)



# Citizen Engagement

## [Your voice. Your ideas. Your Durham.](#)

Sparking conversation and encouraging community participation is the main idea behind Your Voice Durham.

It's a community engagement platform that incorporates ideas and feedback from residents and businesses into projects and initiatives happening in Durham; offering a two-way dialogue that allows residents to be heard.

We welcome input from residents: stories, experiences, and thoughts. This is their home; their community. And we want to know how we can, collectively, work together to make us stronger.

We take these comments seriously. Because first-hand feedback can help make us better.

# Regional Budget and Financial Information

[The Region of Durham's Long-Term Financial Planning Framework](#) places an integrated and co-ordinated focus on funding priorities, accommodating growth, and investing in infrastructure and service levels. All while considering stable taxes and user rates.

The plan brings together our financial planning process and policies; guided by three core principles of financial flexibility, sustainability and affordability.

Each year, the budget process allows us to deliver essential services—ensuring programs and service levels are

maintained, while investments in capital infrastructure and strategic investments are made to help sustain our region's high quality of life.

It's about investing in programs and services that are responsive to community needs. Responding to growth and affordability pressures; assisting the vulnerable sector; innovating and modernizing operations; investing in infrastructure renewal; and responding to ongoing legislative and regulatory changes.

It's about spending tax dollars wisely.

# Regional Council Members and Contact Information

[Durham Regional Council](#) is made up of 29 elected members, including the Regional Chair, mayors from all eight local-tier municipalities, and councillors from these local areas.

Durham Regional Council members serve a four-year term.

The Regional Chair is elected by voters across Durham Region. The mayors and Regional Councillors are elected within a local area municipality, and serve on both local and Durham Regional Council.



Resolution Number 3-24

MOVED by Walter Schummer and SECONDED by Michael Jubb that By-law Number 2995-2020, to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 23, 2020, be read three times and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

**7. Adjournment**

Resolution Number 4-24

MOVED by Cria Pettingill and SECONDED by Lynn Campbell that we do now adjourn at 3:30 p.m.

MOTION CARRIED

\_\_\_\_\_  
DEPUTY MAYOR

\_\_\_\_\_  
CLERK





Resolution Number 2-25

MOVED BY Claire Doble and SECONDED by Lynn Campbell that we rise from in camera at 6:16 p.m.

MOTION CARRIED

Resolution Number 3-25

MOVED BY Claire Doble and SECONDED by Lynn Campbell that the direction given in closed session be approved.

MOTION CARRIED

**5. Correspondence**

1580 Mayor Debbie Bath-Hadden – Request for Medical Leave of Absence

Resolution Number 4-25

MOVED BY Walter Schummer and SECONDED by Cria Pettingill that Communication number 1580 be referred to Other Business during the November 23, 2020 Council meeting at 7:00 p.m.

MOTION CARRIED

**6. Public Questions and Clarifications**

None

**7. Confirmation By-law**

By-law Number 2996-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 23, 2020

Resolution Number 5-25

MOVED by Cria Pettingill and SECONDED by Claire Doble that By-law Number 2996-2020, to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 23, 2020, be read three times and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

**8. Adjournment**

Resolution Number 6-25

MOVED by Lynn Campbell and SECONDED by Michael Jubb that we do now adjourn at 6:19 p.m.

MOTION CARRIED

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DEPUTY MAYOR

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CLERK



advised that she was awaiting a return call from the Chippewas of Georgina Island.

Councillors enquired as to other measures that the municipality could take to which Dr. Watson advised anti-racism leadership training, connecting to local Indigenous Peoples, and recognizing National Indigenous Peoples day.

Ms. Barbara Blower advised that the Maamawi Collective are fundraising using the symbol of the Little Red Dress, the funds raised would support British Columbia's missing women's awareness campaign, a women's Indigenous support group, and 10% of the funds would be retained by Maamawi Collective for future projects. She advised that the Maamawi Collective adopted Call to Action 53 part 4, which states that their mandate would include promoting public dialogue, public/private partnerships, and public initiatives for reconciliation in support of a National Council for Reconciliation.

Councillors enquired as to writing an effective land acknowledgement to which Dr. Watson advised that local Indigenous Peoples and First Nation communities could be consulted to ensure that the acknowledgement has meaning and expresses an ongoing commitment by the Township. Ms. Blower advised that land acknowledgements should not state that we honour the history of Indigenous peoples as they are still here and provide an ongoing contribution.

Councillor Campbell advised that she could share her Statistics Canada 2016 Census research with members which lists the First Nations populations residing in Brock at that time.

Councillor Doble advised that Aboriginal education should be ongoing.

Ms. Blower advised that the Maamawi Collective website provides good sources of information.

#### Resolution Number 2-12

MOVED by Claire Doble and SECONDED by Walter Schummer that Brock Township Council attend education session on the history of Aboriginal Peoples including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal Rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

MOTION CARRIED

## 6. Consent Agenda

#### Resolution Number 3-12

MOVED by Walter Schummer and SECONDED by Lynn Campbell that the items listed in Section 6, Consent Agenda be approved, save and except communication numbers 1554 and 1540.

MOTION CARRIED

### (a) Adoption of Minutes of Previous Meetings

- (1) 16th Special Council meeting – September 11, 2020 at 10:30 a.m.

#### Resolution Number 4-12

That the minutes of the 16th Special Council meeting as held on September 11, 2020, at 10:30 a.m., be approved.

- (2) 16th Special Council meeting, In Camera Session – September 11, 2020, at 10:30 a.m.



Resolution Number 5-12

That the minutes of the in camera session of the 16th Special Council meeting as held on September 11, 2020, at 10:30 a.m., be approved.

- (3) 19th Special Council meeting, (Streetlight Charges) – October 26, 2020

Resolution Number 6-12

That the minutes of the 19th Special Council meeting as held on October 26, 2020, be approved.

- (4) 11th Council meeting – October 26, 2020

Resolution Number 7-12

That the minutes of the 11th Council meeting as held on October 26, 2020, be approved.

- (5) 11th Council meeting, In Camera Session – October 26, 2020

Resolution Number 8-12

That the minutes of the in camera session of the 11th Council meeting as held on October 26, 2020, be approved.

- (6) 20th Special Council meeting – November 9, 2020, at 9:30 a.m.

Resolution Number 9-12

That the minutes of the 20th Special Council meeting as held on November 9, 2020, at 9:30 a.m., be approved.

- (7) 20th Special Council meeting, In Camera Session – November 9, 2020, at 9:30 a.m.

Resolution Number 10-12

That the minutes of the in camera session of the 20th Special Council meeting as held on November 9, 2020, at 9:30 a.m., be approved.

- (8) 21st Special Council meeting – November 9, 2020, at 1:00 p.m.

Resolution Number 11-12

That the minutes of the 21st Special Council meeting as held on November 9, 2020, at 1:00 p.m., be approved.

- (9) 21st Special Council meeting, In Camera Session – November 9, 2020, at 1:00 p.m.

Resolution Number 12-12

That the minutes of the in camera session of the 21st Special Council meeting as held on November 9, 2020, at 1:00 p.m., be approved.

- (10) 22nd Special Council meeting – November 11, 2020

Resolution Number 13-12

That the minutes of the 22nd Special Council meeting as held on November 11, 2020, be approved.

- (11) 22nd Special Council meeting, In Camera Session – November 11, 2020

Resolution Number 14-12

That the minutes of the in camera session of the 22nd Special Council meeting as held on November 11, 2020, be approved.

**(b) Reports**

1555 Debbie Vandenaeker – Report: 2020-CO-57, Request for response for a Land Division Application by the Region of Durham – File No. LD 094/2020, Canadian Microwave Inc., Part Lot 7, Concession 10 Thorah, Brock Township

Resolution Number 15-12

That the following response along with a copy of this report be provided to the Region of Durham regarding application LD 094/2020.

“This is to acknowledge receipt of your correspondence dated November 3, 2020 regarding Regional File Number LD 094/2020 and your request for comment by November 30, 2020. Please be advised that the Township of Brock has no objection to the above referenced Land Division application, subject to:

- 1) The requirements of the Township of Brock being satisfied, financially and otherwise; and,
- 2) That the sale of Part 2 (the severed portion of the application to combine Part 1 and Part 2) take place within a year of the approval of the Land Division application to Dennis Bruner (2153424 Ontario Ltd.)”

1561 Laura Barta – Report: 2020-CO-60, Financial Update Report – October 2020

Resolution Number 16-12

That Report: 2020-CO-60, Financial Update Report – October 2020 be received for information.

**(c) Correspondence**

1453 David Ellins – Letter to Regional Chair John Henry re: Region of Durham News Release, 10/19/2020 (Chair Henry reflects on the importance of small businesses in Durham Region)

Resolution Number 17-12

That Communication number 1453 be received for information and filed.

1459 Bernard Leroux – Open Letter re: Response to the Township of Brock Integrity Commissioner Report of October 13, 2020

Resolution Number 18-12

That Communication number 1459 be received for information and filed.

1538 The Regional Municipality of Durham – Letter re: Beaverton Supportive Housing

Resolution Number 19-12

That Communication number 1538 be received for information and filed.

1539 Town of Whitby – Resolution: Anti-Mask Protests and Challenges to Protecting Health and Well-being

Resolution Number 20-12

That Communication number 1539 be received for information and filed.

**(d) Reports of Committees**

(1) 10th Committee of the Whole meeting – November 2, 2020

Resolution Number 21-12

That the minutes of the 10th Committee of the Whole meeting as held on November 2, 2020, be approved.

(2) 10th Committee of the Whole meeting, In Camera Session – November 2, 2020

Resolution Number 22-12

That the minutes of the in camera session of the 10th Committee of the Whole meeting as held on November 2, 2020, be approved.

(3) 11th Committee of the Whole meeting – November 16, 2020

Resolution Number 23-12

That the minutes of the 11th Committee of the Whole meeting as held on November 16, 2020, be approved.

**(e) Motions**

None

**(f) By-Laws**

None

**7. Items Extracted from Consent Agenda**

1554 Becky Jamieson – Report: 2020-CO-59, Temporary Replacement – Alternate Member of Regional Council

The Clerk advised that this policy would apply when Council appoints a member to attend Regional Council meetings. Deputy Mayor Smith advised that the appointment would not include attendance by that appointee at Regional Committee meetings.

Resolution Number 24-12

MOVED by Michael Jubb and SECONDED by Claire Doble That Report 2020-CO-59, Temporary Replacement – Alternate Member of Regional Council be received for information; and that Council adopt the Township of Brock Alternate Member to Regional Council Policy.

MOTION CARRIED

1540 Becky Jamieson – Interoffice Memorandum – Schedule of Council and Committee Meetings for the Year 2021

There was discussion with respect to staff and public attendance at evening meetings, and whether flexible hours for staff would be appropriate.

The Clerk and the CAO advised that changes to the Procedural By-law and recommendations for the schedule would be forthcoming.

Resolution Number 25-12

MOVED by Lynn Campbell and SECONDED by Cria Pettingill That Communication number 1540 be received and that it be referred to the CAO for a report.

MOTION CARRIED

Resolution Number 26-12

MOVED by Michael Jubb and SECONDED by Lynn Campbell that Council break for a recess at 7:28 p.m.

MOTION CARRIED

The video recording was paused at this time.

Deputy Mayor W.E Ted Smith reconvened the meeting at 7:35 p.m. with the same members of Council and staff in attendance.

**8. Closed Session**

Resolution Number 27-12

MOVED by Lynn Campbell and SECONDED by Cria Pettingill that Council move in camera at p.m. pursuant to Section 239(2)(b) of the Municipal Act, 2001, to discuss personal matters about an identifiable individual, including municipal or local board employees, related to appointments to Advisory Committees and Boards.

MOTION CARRIED

1563 Becky Jamieson – Report: 2020-CO-58, Board Appointments (Confidential Report)

Resolution Number 28-12

MOVED BY Claire Doble and SECONDED by Cria Pettingill that we rise from in camera at 7:52 p.m.

MOTION CARRIED

Resolution Number 29-12

MOVED BY Cria Pettingill and SECONDED by Lynn Campbell

THAT Report: 2020-CO-58, Board Appointments (Brock Environmental Advisory Committee, Beaverton Harbour Advisory Committee, Brock Tourism Advisory Committee, Brock Economic Development Advisory Committee, Brock Township Library Board), be received for information;

THAT Candace Ramashaw, Eugenia Catroppa, Ildi Connor, Jennifer Cowan, Penny Beaudrow, Rebecca Acton and Ward 4 Councillor Cria Pettingill be appointed to the Brock Environmental Advisory Committee and that the appropriate by-law be brought forward for enactment;

THAT Christine Dukelow, Paul Nelson, Paula Warder, Randy Straeten, Ryan Lloyd, Ward 4 Councillor Cria Pettingill and Ward 2 Councillor Claire Doble be appointed to the Beaverton Harbour Advisory Committee and that the appropriate by-law be brought forward for enactment;

THAT Sandra Bannon, Harriet Drake, Judi Forbes, Eric Smith, George Ranich, Jane Trollope, Ward 1 Councillor Mike Jubb and Ward 2 Councillor Claire Doble be appointed to the Brock Tourism Advisory Committee and that the appropriate by-law be brought forward for enactment;

THAT Colleen Davidson, Brian McGregor, Jordan Mount, Peter Prust, David Rhead, Carole Roberts, Jane Trollope, Rebecca Jeschke and Regional Councillor Ted Smith be appointed to the Brock Economic Development Advisory Committee and that the appropriate by-law be brought forward for enactment; and,

That David Bauer, Jean Martin, and Rebecca Acton be appointed to the Brock Township Public Library Board and that the existing by-law be amended to reflect the appointments.

MOTION CARRIED

**9. Notice of Motion**

(1) Notice of Motion – Alternate Member to Regional Council

Resolution Number 30-12

MOVED BY Claire Doble and SECONDED by Walter Schummer

WHEREAS the Municipal Act Subsection 268(1) allows that the Council of a local municipality may appoint one of its Members as an Alternate Council Member, to act in place of a person who is a member of the councils of the local municipality and its upper-tier municipality, when the person is unable to attend a meeting of the upper-tier council for any reason; and,

WHEREAS Council, on October 26, 2020, passed Resolution No. 11-11 wishing to appoint an alternate member to Regional Council;

NOW THEREFORE BE IT RESOLVED that Ward 3 Councillor Walter Schummer be appointed as the Alternate member to Regional Council for the Township of Brock for the remainder of the 2018-2022 Council term.

The mover advised that she would like to withdraw the motion as forthcoming motions would negate this motion to which the seconder agreed.

Resolution Number 30-12

MOVED BY Claire Doble and SECONDED by Walter Schummer

WHEREAS the Municipal Act Subsection 268(1) allows that the Council of a local municipality may appoint one of its Members as an Alternate Council Member, to act in place of a person who is a member of the councils of the local municipality and its upper-tier municipality, when the person is unable to attend a meeting of the upper-tier council for any reason; and,

WHEREAS Council, on October 26, 2020, passed Resolution No. 11-11 wishing to appoint an alternate member to Regional Council;

NOW THEREFORE BE IT RESOLVED that Ward 3 Councillor Walter Schummer be appointed as the Alternate member to Regional Council for the Township of Brock for the remainder of the 2018-2022 Council term.

MOTION WITHDRAWN

(2) Notice of Motion – Anti-Racism Resolution

Resolution Number 31-12

MOVED BY Claire Doble and SECONDED by Lynn Campbell

WHEREAS recent protests by the Black Lives Matter movement have articulated clear and compelling reasons to increase collective efforts to address systemic inequalities within society;

AND WHEREAS municipal governments in Canada have responsibilities under Canada’s Charter of Rights and Freedoms as well as the Ontario Human Rights Act and must play important leadership roles to combat racism and discrimination while fostering respect for all citizens;

AND WHEREAS incidents of racially motivated acts of prejudice and violence are unacceptable in a modern society;

AND WHEREAS we must join together as a community, province, and nation to condemn these types of hatred and racism;

THEREFORE BE IT RESOLVED THAT the Township of Brock Council condemns all acts of prejudice, racism and violence; and,

THAT it will continue to work proactively and collaboratively with the Region of Durham, other municipalities and community partners to address systemic racism and inequalities in our community; and,

THAT it supports the Region of Durham’s establishment of a Diversity, Equity and Inclusion Division to lead and implement a strong and unified effort to address racism and promote diversity and inclusion; and,

FINALLY THAT a copy of this resolution be forwarded to the Region of Durham, area municipalities, MPP Laurie Scott, and MP Jamie Schmale.

Councillors expressed support for the motion, concerns for recent happenings within the community, and advised that Brock is an inclusive community which does not tolerate racism and discrimination. Councillors advised that they would work toward peaceful community relationships with the assistance from the Region of Durham who have hired educators to address this matter.

Resolution Number 31-12

MOVED BY Claire Doble and SECONDED by Lynn Campbell

WHEREAS recent protests by the Black Lives Matter movement have articulated clear and compelling reasons to increase collective efforts to address systemic inequalities within society;

AND WHEREAS municipal governments in Canada have responsibilities under Canada’s Charter of Rights and Freedoms as well as the Ontario Human Rights Act and must play important leadership roles to combat racism and discrimination while fostering respect for all citizens;

AND WHEREAS incidents of racially motivated acts of prejudice and violence are unacceptable in a modern society;

AND WHEREAS we must join together as a community, province, and nation to condemn these types of hatred and racism;

THEREFORE BE IT RESOLVED THAT the Township of Brock Council condemns all acts of prejudice, racism and violence; and,

THAT it will continue to work proactively and collaboratively with the Region of Durham, other municipalities and community partners to address systemic racism and inequalities in our community; and,

THAT it supports the Region of Durham’s establishment of a Diversity, Equity and Inclusion Division to lead and implement a strong and unified effort to address racism and promote diversity and inclusion; and,

FINALLY THAT a copy of this resolution be forwarded to the Region of Durham, area municipalities, MPP Laurie Scott, and MP Jamie Schmale.

MOTION CARRIED

(3) Notice of Motion – Land Acknowledge Statement

Resolution Number 32-12

MOVED BY Lynn Campbell and SECONDED by Claire Doble

THAT Council approve the Land Acknowledge Statement as noted below to be read aloud by the Mayor or designate at the start of public regular and special meetings of Council and its Committees held within the Township of Brock, and official events that are hosted by the Township; and,

THAT a by-law be brought forward to amend the Procedural By-law to incorporate a Land Acknowledge Statement at its meetings.

Township of Brock Land Acknowledgement Statement

“It is important to begin each public gathering with a Land and Territorial Acknowledgement, to recognize the Indigenous people for being good stewards of the land and environment, here where we are meeting today. Brock Township has traditionally been a hunting and fishing ground for First Nations people. We reside on and benefit from the Williams Treaty Territories, on the land of the Mississaugas. May we share the land as long as the sun rises, the grasses grow and the rivers flow.”

Resolution Number 33-12

MOVED BY Michael Jubb and SECONDED by Walter Schummer THAT Resolution Number 32-12 be deferred until the Chippewas of Georgina Island and the Mississaugas of Scugog Island have been consulted with respect to the Land Acknowledgement Statement for Brock.

MOTION CARRIED

Resolution Number 32-12

MOVED BY Lynn Campbell and SECONDED by Claire Doble

THAT Council approve the Land Acknowledge Statement as noted below to be read aloud by the Mayor or designate at the start of public regular and special meetings of Council and its Committees held within the Township of Brock, and official events that are hosted by the Township; and,

THAT a by-law be brought forward to amend the Procedural By-law to incorporate a Land Acknowledge Statement at its meetings.

Township of Brock Land Acknowledgement Statement

“It is important to begin each public gathering with a Land and Territorial Acknowledgement, to recognize the Indigenous people for being good stewards of the land and environment, here where we are meeting today. Brock Township has traditionally been a hunting and fishing ground for First Nations people. We reside on and benefit from the Williams Treaty Territories, on the land of the Mississaugas. May we share the land as long as the sun rises, the grasses grow and the rivers flow.”

MOTION DEFERRED

**10. Other Business**

(1) COVID-19 Update

The CAO advised that Durham Region Health Unit has been moved into the Red ‘Controlled’ category and staff are reviewing the revised restrictions and working with arena users to determine the impact on their programs. He advised that some groups have cancelled and those continuing with their programs are requested to submit a revised back to play plan. He advised that staff would work with the local parade committees with respect to adhering to the new restrictions, staff attendance at the Municipal Building has been decreased, and measures to keep outside staff safe would be reviewed.

Councillors enquired as to the commencement for ice programs to which the CAO advised that the number of bookings at each facility would be reduced, the process is ongoing, there may be a need for program cancellations, and staff would work with the user groups one at a time. The CAO advised the Emergency Control Group (ECG) would be discussing the viability of all ice programs.

Councillors enquired as to health restriction guidance for parade organizers and were advised that they require approval from the Public Health Unit at the Region of Durham and the municipal ECG.

(2) Items Deferred from October 26, 2020 Council Meeting  
(Resolution Number 8-11)

- 1417 Guy Giorno, Integrity Commissioner – Report on Complaint – Miller v. Bath-Hadden, 2020 ONMIC 12
- 1418 Fasken Martineau DuMoulin LLP – Transparency: Code of Conduct File CC-2020-02, Miller v. Bath-Hadden, 2020 OMNIC 12

Resolution Number 34-12

MOVED BY Walter Schummer and SECONDED by Cria Pettingill

THAT Communication numbers 1417 and 1418 be received; and

FURTHERMORE, given that the Integrity Commissioner has agreed that the language used by the Mayor was wrong and that such language is in contravention of The Township of Brock's Code of Conduct; and,

FURTHER that the Integrity Commissioner recommends a sincere apology;

BE IT RESOLVED THAT The Council of The Township of Brock request of the Mayor that public apologies be conducted identifying the inappropriate language and sincere apologies to the public and Indigenous community for making them. These public apologies should be accomplished through acquiring, at the Mayor's expense, a half page advertisement in The Brock Citizen, an equally visible advertisement on the Brock Voice, and a posting of such on the Mayor's social media platforms.

There was discussion with respect to issuing a more formal apology as recommended by the Integrity Commissioner.

Councillor Jubb requested a friendly amendment for the motion to include 'at a time when the Mayor has returned and is healthy' to which the mover agreed.

Councillor Campbell moved that Resolution 34-12 be tabled until the Mayor returns to the Chair for which there was no seconder.

Councillor Schummer advised that he notified Mayor Bath-Hadden of his intention to bring forth this motion.

The Clerk requested clarification as to the when staff should notify the Mayor of this motion to which Councillor Schummer advised at the earliest convenience to provide the Mayor the opportunity to address this without delay.

Resolution Number 34-12

MOVED BY Walter Schummer and SECONDED by Cria Pettingill

THAT Communication numbers 1417 and 1418 be received; and

FURTHERMORE, given that the Integrity Commissioner has agreed that the language used by the Mayor was wrong and that such language is in contravention of The Township of Brock's Code of Conduct; and,

FURTHER that the Integrity Commissioner recommends a sincere apology;

BE IT RESOLVED THAT The Council of The Township of Brock request of the Mayor that public apologies be conducted identifying the inappropriate language and sincere apologies to the public and Indigenous community for making them. These public apologies should be accomplished through acquiring, at the Mayor's expense, a half page advertisement in The Brock Citizen, an equally visible advertisement on the Brock Voice, and a posting of such on the Mayor's social media platforms at a time when the Mayor has returned and is healthy.

MOTION CARRIED



- (3) Item Referred from the Special Council meeting on November 23, 2020 at 4:00 p.m.

1580 Mayor Bath-Hadden – Request for Medical Leave Absence

There was discussion with respect to providing Mayor Bath-Hadden the time to heal.

Resolution Number 35-12

MOVED BY Claire Doble and SECONDED by Lynn Campbell

Whereas Section 259(1) of the Municipal Act, 2001, provides that the office of a member of council of a municipality becomes vacant if the member, in part, is absent from the meetings of council for three successive months without being authorized to do so by a Resolution of Council;

Now Therefore Be it Resolved that Brock Township Council authorizes Mayor Bath-Hadden to be so absent; and,

Be it Further Resolved that Brock Township Council authorizes Mayor Bath-Hadden to be further absent should a further resolution be required under Section 259(1) for an ongoing absence.

MOTION CARRIED

- (4) Representation at Regional Council during Member's Absence

Discussion ensued with respect to having full representation at the Region of Durham Council and Committee meetings, that Councillor Schummer has expertise to share in this regard and would be a suitable representative.

Resolution Number 36-12

MOVED BY Claire Doble and SECONDED by Michael Jubb

WHEREAS Section 267(1) of the Municipal Act, 2001, provides that if a person who is a member of the Councils of a local municipality and its upper-tier municipality is unable to act as a member of those Councils for a period exceeding one month, the local Council may appoint one of its members as an alternate member of the upper-tier Council to act in place of the member until the member is able to resume acting as a member of those Councils;

NOW THEREFORE BE IT RESOLVED that Township of Brock Council appoints Councillor Schummer under Section 267(1) during Mayor Bath-Hadden's medical leave of absence.

MOTION CARRIED

- (5) By-Law Number 2997-2020 – to appoint a member of Council to act from time to time in the place of the Head of Council

Resolution Number 37-12

MOVED by Claire Doble and SECONDED by Cria Pettingill that By-law Number 2997-2020, being a by-law to appoint a member of Council to act from time to time in the place of the Head of Council, be read a first, second and third time and passed in open Council and that the Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

**11. By-Laws**Resolution Number 38-12

MOVED by Claire Doble and SECONDED by Cria Pettingill that the by-laws listed in Section 11 By-laws, be passed, save and except By-law 2994-2020.

- (1) By-Law Number 2987-2020 – Being a by-law to appoint members to the Township of Brock Public Library Board, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.
- (2) By-law Number 2988-2020 – Being a by-law to appoint members to the Brock Tourism Advisory Committee, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.
- (3) By-law Number 2989-2020 – Being a by-law to appoint members to the Brock Economic Development Advisory Committee, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.
- (4) By-Law Number 2990-2020 – Being a by-law to appoint members to the Beaverton Harbour Advisory Committee, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.
- (5) By-law Number 2991-2020 – Being a by-law to appoint members to the Brock Environmental Advisory Committee, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.
- (6) By-law Number 2993-2020 – Being a by-law to appoint a Municipal Law Enforcement Officer for the Corporation of the Township of Brock pursuant to Section 15 of the Police Services Act, R.S.O. 1990, as amended, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

- (7) By-Law Number 2994-2020 – Being a by-law under the provisions of Section 38 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to establish Interim Control provisions for the entirety of the Township of Brock to prohibit the establishment of Supportive Housing and Modular Construction, including Manufactured Dwelling Houses, for a period of twelve (12) months in order to allow for the appropriate completion of further research and consultation.

Councillors advised that this by-law provides time for the Township to perform a planning study to review appropriate locations for supportive housing proposals within the municipality.

Councillors expressed concern for the financial impact, advised that they are in favour of continued negotiations with the Region of Durham, and that it is important to defend Council's decision and plan for the future.

Resolution Number 39-12

MOVED by Claire Doble and SECONDED by Michael Jubb that By-law Number 2994-2020, Being a by-law under the provisions of Section 38 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to establish Interim Control provisions for the entirety of the Township of Brock to prohibit the

establishment of Supportive Housing and Modular Construction, including Manufactured Dwelling Houses, for a period of twelve (12) months in order to allow for the appropriate completion of further research and consultation, be read a first, second and third time and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

Councillor Jubb requested a recorded vote.

Recorded Vote

Yeas

Nays

Cria Pettingill  
Walter Schummer  
W.E. Ted Smith  
Claire Doble  
Michael Jubb

Lynn Campbell

MOTION CARRIED

**12. Public Questions and Clarification**

None

**13. Confirmation By-law**

By-law Number 2986-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 23, 2020

Resolution Number 40-12

MOVED by Walter Schummer and SECONDED by Cria Pettingill that By-law Number 2986-2020, to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 23, 2020, be read three times and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

**14. Adjournment**

Resolution Number 41-12

MOVED by Lynn Campbell and SECONDED by Cria Pettingill that we do now adjourn at 8:53 p.m.

MOTION CARRIED

\_\_\_\_\_  
DEPUTY MAYOR

\_\_\_\_\_  
CLERK

**The Corporation of the Township of Brock**

**Special Council Minutes**

**Electronically**

**Session Twenty Three**

**Monday, November 30, 2020**

The Twenty Third Special Meeting of the Council of the Township of Brock, in the Regional Municipality of Durham, was held on Monday, November 30, 2020, electronically.

Members present: Regional Councillor: W.E. Ted Smith  
Councillors: Michael Jubb  
Claire Doble  
Walter Schummer  
Cria Pettingill

Members absent: Mayor: Debbie Bath-Hadden (loa)  
Councillor: Lynn Campbell (regrets)

Staff Members present: Municipal Clerk Becky Jamieson  
(recording the minutes)  
Deputy Clerk Deena Hunt  
CAO Dean Hustwick  
CAO Assistant Stefanie Stickwood

**1. Call to Order and Moment of Silence**

Deputy Mayor W.E. Ted Smith called the meeting to order at 1:00 p.m.

**2. Disclosure of Pecuniary Interest and Nature Thereof**

None

**3. Meeting to Consider - Yates Drain Engineer's Report**

Purpose of the Meeting

The Purpose of this meeting is to discuss the technical aspects of the Final Engineer's Report for the 'Yates Municipal Drain'.

Concerns regarding individual assessments will not be dealt with until after the Final Report has been considered, adopted, and a Provisional By-law passed. A Court of Revision meeting will be held after the By-law has passed.

Persons wishing to appeal their assessment may do so by filing a notice with the Municipal Clerk at least 10 days prior to the first sitting of the Court Revision.

The first sitting of the Court of Revision shall be held on a day not earlier than (20) twenty, nor later than (30) thirty days from the date that copies of the Provisional By-law were mailed.

A Notice of the Court of Revision will be mailed to the owner of every property that has been assessed into the Municipal Drain.

- a) Submission of Engineer's Report under Section 41 of the Drainage Act, R.S.O. 1990, c. D.17: Presentation by the Engineer for the Yates Drain - Phillipa Cryderman, P. Eng, Tulloch Engineering

Ms. Phillipa Cryderman, Tulloch Engineering, provided her professional background and advised that the final Yates Drain Report was peer reviewed by R.J. Burnside and Associates Ltd.

Ms. Cryderman advised that the areas requiring drainage, as described in the original Petition, included 3 property owners representing 5 properties. She advised that the Site Meeting was held on September 13, 2019 following which an investigation occurred which determined the Petition to be valid under Section

4(1)(a) - Majority of owners within Area Requiring Drainage; and, Section 4(1)(b) - Owners representing 60% of the hectareage in the Area Requiring Drainage.

Ms. Cryderman advised that the scope of work involved the design of a drainage solution where the waters within the petition lands could be discharged safely to a sufficient outlet without doing damage to lands or roads. She advised that an Engineers Report includes:

- (a) plans, profiles and specifications of the drainage works, including a description of the area requiring drainage;
- (b) an estimate of the total cost thereof;
- (c) an assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;
- (d) allowances, if any, to be paid to the owners of land affected by the drainage works; and
- (e) such other matters as are provided for under this Act. R.S.O. 1990, c. D.17, s. 8 (1).

Ms. Cryderman advised that the duties of the Engineer are defined under Section 11 of the Drainage Act.

Ms. Cryderman presented an area map depicting the existing conditions within the vicinity of the petition lands at Simcoe Street (Regional Road 15) and Thorah Sideroad as provided for by Ontario Base Mapping (OBM). She reviewed the water course flow over the Clark, Thabor Farms, and Yates properties which has no defined ditch. She advised that the east side of the Kea property (west of the petition lands) has no defined drain to channel the watercourse which then outlets to White's Creek to the east. She advised that a by-pass ditch exists at the south end of the Kea property which then flows south on Thorah Sideroad to outlet at a 1.2 metre diameter steel pipe. She advised that the Jackson branch drain outlets to the north joining the by-pass ditch and that the only municipal structures involved are the Thorah Sideroad, one box culvert, and one corrugated steel pipe.

Ms. Cryderman advised that the Evans – McKay Award Drain lies on the west side of Thorah Sideroad, was established in 1900, and the maintenance responsibility is that of the land owners as opposed to the municipality.

Ms. Cryderman provided the following design criteria and constraints:

#### Hydraulic Design Criteria

Feature	Design Criteria
Open channel	2 year design storm
Agricultural crossings	2 year design storm
Residential pedestrian crossing	2 year design storm
Local road	10 year design storm
Municipal roadway	25 year design storm

2:1 side slopes based on soil conditions

- Incorporation of existing works
- Minimum Clear Zone width from edge of roadway (MTO standard)
- Bell Utility in Thorah Side Road Right of Way (ROW)
- Permits required from LSRCA and Fisheries Canada

Ms. Cryderman advised that the MTO standard minimum clear zone width for low traffic areas is 3 metres.

Ms. Cryderman reviewed the proposed drain design noting that existing closed tile headers on Clark and Thabor properties outlet to the main drain on the Yates property. She advised that section 4 of the Main Drain resides upstream on Yates property, section 3 travels downhill through adjacent properties, and section 2 is the proposed new alignment to the box culvert on Thorah Sideroad. She advised that the pedestrian path requires a second culvert and it is

recommended that the Jackson branch be deepened and widened to allow for extra conveyance capacity. She noted that, given the MTO standard minimum clear zone, the ditch could not be placed within the Torah Sideroad right-of-way.

Ms. Cryderman advised that the design allows for a new driveway access to the Kea property, is the shortest route to the outlet thereby lessening the financial burden on the property owners and Township (for maintenance), utilizes the 2.1 metre wide box culvert, and is consistent with historical water drain of the area. She advised that alternative options would require a box culvert replacing the stainless steel pipe on Torah Sideroad and the Evans-McKay drain has no original report available and to use it would increase the drain length by 600 metres.

Ms. Cryderman provided the following estimate of costs:

Construction - \$169,647.00 (Jackson Branch Drain, Main Drain Sections 1, 2, and 3)

Engineering and Eligible Administrative Costs - \$62,500.00 (Engineer's Report, Site Survey, Permit Applications, Future costs of Meeting to Consider, Tendering, CA and Inspection)

Allowances - \$35,032.77 (Section 29 ROW, and Section 30 Damages)

Total = \$267,206.77

- Allowances paid under Sections 29 and 30 for land (current purchase and future damage) and crop damages.
- Note: Works eligible for 1/3 grant on eligible properties as directed by the Agricultural Drainage Infrastructure Program (ADIP)

Ms. Cryderman advised that Assessments include a Special Benefit to the Township for not being able to use part of the ROW for the drain, Benefit Assessment is applied to adjacent lands directly benefitting (calculation based on land use and length/frontage factors), and Outlet Liability given to all lands with water conveyed by the drainage works (calculation based on land area and land use factors). She advised that assessments may be appealed at the Court of Revisions.

The Clerk advised that the Engineer has provided an independent report with recommendations as requested, based on her expertise and considering the factors involved with a municipal drain.

b) Question and Answer Period – Members of Council and Members of the Public

Councillor Schummer enquired as to why the Evans-McKay drain was unsuitable to drain the petition lands to which Ms. Cryderman advised that it could not efficiently convey the flow of waters across the road crossing.

Mr. Don Jackson, 27235 Torah Sideroad, Beaverton, enquired as to the petitioners providing the Township with notice to withdraw from the petition to which the Clerk advised that the petitioners notified the Township of their decision to withdraw following which she provided a report to Council recommending that the Township move forward with a Meeting to Consider thereby providing an opportunity for the petitioners to publicly withdraw from the petition following the receipt of the Engineers Final Report.

On behalf of Mr. Jerry Kea, the CAO's Assistant advised that he has no documentation to show that his property could take on water and the proposed drain is not viable.

Mr. Jackson enquired as to the identity of the petitioners and was advised Messrs. Yates, Clark, and Tamsma.

Mr. Sieds Tamsma advised that the petitioners had wanted a proper drain that met their needs but did not affect the community noting that this proposed drain

would negatively impact the community. He advised that the petitioners would solve the issue themselves.

Mr. Paul Yates advised that the proposed drain is not acceptable to the community and the petitioners would address the issue with their back up plan.

**4. Opportunity to Add or Withdraw Signatures to the Petition**

The Clerk requested the names and addresses of those who wished to withdraw from the Petition.

Mr. Sieds Tamsma, Concession 2, Thorah, stated that he was withdrawing from the petition. The Clerk confirmed the roll number of Mr. Tamsma.

Mr. Paul Yates, B28155 Concession 2, Thorah, stated that he was withdrawing from the petition. The Clerk confirmed the roll number of Mr. Yates.

Mr. Brent Clark, RR2 Beaverton, B2245 Concession, stated that he was withdrawing from the petition. The Clerk confirmed both roll numbers of Mr. Clark.

There were no additions to the petition.

Phillipa Cryderman, Tulloch Engineering, advised that the drain petition no longer meets validity under Section 4 of the Drainage Act, and is therefore stopped.

**5. Recommendation of Council**

None

**6. Confirmation By-law**

By-law Number 2998-2020 – to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 30, 2020

Resolution Number 1-23

MOVED by Cria Pettingill and SECONDED by Walter Schummer that By-law Number 2998-2020, to confirm the proceedings of the Council of the Corporation of the Township of Brock at its meeting held on November 30, 2020, be read three times and passed in open Council. The Mayor and Clerk be authorized to sign the by-law on behalf of the municipality and to have same engrossed in the by-law book.

MOTION CARRIED

**7. Adjournment**

Resolution Number 2-23

MOVED by Michael Jubb and SECONDED by Walter Schummer that we do now adjourn at 2:00 p.m.

MOTION CARRIED

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DEPUTY MAYOR

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CLERK



# Correspondence



Date:	09/12/2020
Refer to:	Council
Meeting Date:	December 14, 2020
Action:	null
Notes:	Correspondence
Copies to:	

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## Township of Brock Interoffice Memorandum

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To: Mayor & Members of Council

From: Becky Jamieson, Municipal Clerk

Subject: Devil's Fitness – Rental of Cannington Curling Club

Date: Monday, December 14, 2020

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In fall of 2019, Council received a request from Ms. Natasha Percival, requesting to lease space in the Cannington Curling Club to run her business Devil's Fitness. At that time, Council authorized the Township to enter into a one-year lease agreement, attached as Appendix A, with Devil's Fitness from January 1, 2020 to December 31, 2020.

Ms. Percival would like to renew her lease agreement for another year and has requested several things be considered. Staff have reviewed the requests and provided a response to her inquiries in red:

1. Rent for next year be reduced down to \$1000 a month starting 2021.  
Staff would not recommend this. Since April of 2019 she has been paying \$1,500 a month. While staff realize that COVID-19 has had an impact on the business, Council must be cognitive of the Municipal Act provisions. In addition, all other lease agreements whose terms are longer than one year are increased each year by the consumer price index.
2. Ask if it was a possible to have a 6 month lease time instead of a year due to the uncertainty of Covid-19 shutting down my business again.  
Staff would recommend a one-year lease rather than a 6 month lease.
3. Requested the possibility of a rent freeze if we do get shut down again.  
This is not possible due to provisions within the Municipal Act. In addition if Council did this for one tenant, it would set a precedent.
4. We are in the understanding that if the township needs to come into my place of business that we will be notified in advance not including emergencies.  
Staff do their best to notify tenants before entering the facility however there are portions of the facility that Ms. Percival does not have access to that we need to check on. Staff will do their best to notify in advance.
5. Use of the ice pad floor.  
Staff would not recommend extending the lease agreement to include the use of the ice pad floor as their health and safety issues that need to be looked at.

Based on the above, staff would recommend that the Township enter into a further one year lease agreement with Mr. Percival from January 1, 2021 until December 31, 2021 at a lease

rate of \$1,500 per month. Further that the use of the ice pad not be permitted. This one year agreement will allow time for the Facilities Co-ordinator to do a review of the curling club and bring back recommendations in regards to next steps in the fall of 2021.

**Recommendation**

That Council approve the request from Devil's Fitness to renew their lease agreement for a one-year term from January 1, 2021 to December 31, 2021 at a monthly rate of \$1,500 per month and that request to use to ice pad floor be denied. Further that the Deputy Mayor and Clerk be authorized to sign a lease agreement with Devil's Fitness for the use of the Cannington Curling Club on behalf of the Township of Brock.

End of Memorandum

Respectfully submitted,

*Becky Jamieson*

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Becky Jamieson  
Municipal Clerk

THIS INDENTURE made in quadruplicate this 1st day of January 2020.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N: **THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the LESSOR

OF THE FIRST PART

A N D

**NATASHA PERCIVAL: DEVIL'S FITNESS**

Hereinafter called the LESSEE

OF THE SECOND PART

1. WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessees, the Lessor doth demise and lease unto the Lessee for use and occupation as a recreational space for fitness and office space, and for no other purpose, all those certain premises (herein called the premises) forming part of the Lessor's building known as the Cannington Curling Club, and described as Rooms Banquet, Bar, Kitchen, Social Area, as shown on the sketch attached hereto as Schedule A.
  
2. TO HAVE AND TO HOLD the premises for the term of one year, to be computed from the 1st day of January 2020, paying therefor monthly. First three months to be billed at \$1000.00 each, with every remaining months during the said term unto the Lessor the sum of \$1,500.00 to be payable on the 1st day of each and every month in each year during the term hereof. Further, the parties acknowledge that the Harmonized Sales Tax shall be paid by the Lessee on all rents.
  
3. THE LESSOR COVENANTS with the Lessee:
  - (a) That the Lessee duly and regularly pays the said rent and performs all and every covenant, proviso and agreement contained herein and on the part of the Lessee to be paid and performed, the Lessor will, at the expiration of this term (at the cost of the Lessee and upon the Lessee's written request mailed by registered post to, or delivered to, the Lessor), and not later than three months before the expiration of the said term, grant to the Lessee a further renewal Lease of the said lands and premises on a year to year basis, at a rent to be negotiated and settled not later than one month prior to the expiration of the said term. Provided, however, that the parties agree that any such renegotiation or the additional one-year term shall not exceed 10% in any year.
  
4. THE LESSEE COVENANTS with the Lessor:
  - (a) To pay rent.

- (b) To keep the leased premises in a neat and tidy condition, and save as hereinafter mentioned to repair, reasonable wear and tear and damage by fire, lightning, tempest, water and steam only excepted, and that the Lessor may enter and view state of repair, and that the Lessee will repair according to notice in writing reasonable wear and tear and damage by fire, lightning, tempest, water or steam, as aforesaid, only excepted.
- (c) The Lessee will not assign or sublet without leave, such leave not to be unreasonably withheld, but provided that the Lessee remains the principal occupant of the said premises, the Lessee shall have the right to assign or sublet the premises to a management company at any time during the currency of this lease or any renewal thereof without the consent of the Lessor.
- (d) Subject to the conditions set out in paragraph 4 (c), the Lessee covenants not to assign, sublet or part with the possession of the premises or any part thereof or part with or share the Lessee's possession or occupation of the premises with any other practitioner's associations, businesses, or volunteer groups without first obtaining the consent in writing of the landlord.
- (e) The Lessee covenants that in the event of an assignment or sublease, each assignee or subtenant shall covenant with the Lessor to operate on the leased premises only the business set out in paragraph 1 and no other business, to carry on such business in the way its assignor or sublessor was bound to carry on such business and to be bound by all the terms and conditions of this lease to which its assignor or subtenant was bound.
- (f) The Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, water or steam, as aforesaid, only excepted.
- (g) The Lessee will not carry on any business on the premises which shall be deemed a nuisance, or be improper, noisy or contrary to law, or any by-law of the Township of Brock, for the time being in force, or by which the premises of any building thereon shall be injured, or by which the rate of insurance on the block or building shall be increased or any insurance rendered void or voidable.
- (h) To pay any business taxes levied as a result of occupation and use of the said premises by the said Lessee.
- (i) The Lessee will be responsible for the costs associated with any leasehold improvements including painting, carpeting and personal remodeling. The Lessee shall not without the Lessor's prior written approval otherwise make any significant structural change, alteration, repair, addition or improvement to the leased premises. The Lessee shall submit to the Lessor adequate details of any proposed work which requires the Lessor's approval including drawings and specifications conforming to good engineering practice which have been prepared by qualified designers.

5. THE LESSOR COVENANTS with the Lessee for quiet enjoyment.
  
6. PROVISO for reentry by the Lessor on nonpayment of rent (whether lawfully demanded or not), upon 15 days' notice and the default is not cured, or nonperformance or nonobservance or covenants, or seizure or forfeiture of the said term for any of the causes herein mentioned. This proviso shall extend and apply to any covenants herein, whether positive or negative.
  
7. THE LESSOR COVENANTS with the Lessee:
  - (a) To adequately heat the premises in such a manner as may be reasonably required for the use of the said Lessee - the heating system to be capable of maintaining 75 degrees Fahrenheit.
  - (b) To supply water from the public main.
  - (c) To provide adequate lighting fixtures and hydroelectric power and to pay the hydroelectric power charges covering the entire building from a common meter.
  - (d) To repair and keep in repair the exterior and structure of the said building, provided that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt; provided that in the event of destruction or partial destruction of the said premises, the Lessor may declare the term hereby granted to be forthwith terminated, and in such event, rent shall be payable only up to the time of such destruction or partial destruction.
  - (e) To provide necessary snow removal from front entrance and steps..
  - (f) To make all structural repairs to heating, air conditioning, electric and plumbing systems forming part of the said premises not caused by the negligence of the Lessee.
  
8. THE LESSEE COVENANTS with the Lessor:
  - (a) That in case the Lessee shall become insolvent or bankrupt, or make an assignment for the benefit of the Lessee's creditors, or in the case of the nonpayment of rent at the time herein provided, or in the case the premises, or any part thereof become and remain vacant and unoccupied for the period of 30 days, or be used by any other person or for any other purpose than as above provided, without the written consent of the Lessor, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created shall expire and be at an end, anything herein to the contrary notwithstanding, and the then current and next succeeding month's rent shall thereupon immediately become due and payable, and the Lessor may reenter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the premises was or were holding over after the expiration of the said term. And in case the rent hereby reserved or any other part thereof shall at any time be in arrears for a period exceeding 30 days, and there shall then be insufficient distress upon the premises, the Lessor

may thereupon reenter and take possession thereof by force or otherwise as the Lessor may see fit and therefrom eject and remove any person, goods and chattels, and upon any such reentry and taking possession, this lease shall cease and be void and the term hereby created expire. PROVIDED, nevertheless, that the rent so in arrears and accrued up to the time of such reentry and taking possession shall remain owing and shall forthwith be due and payable.

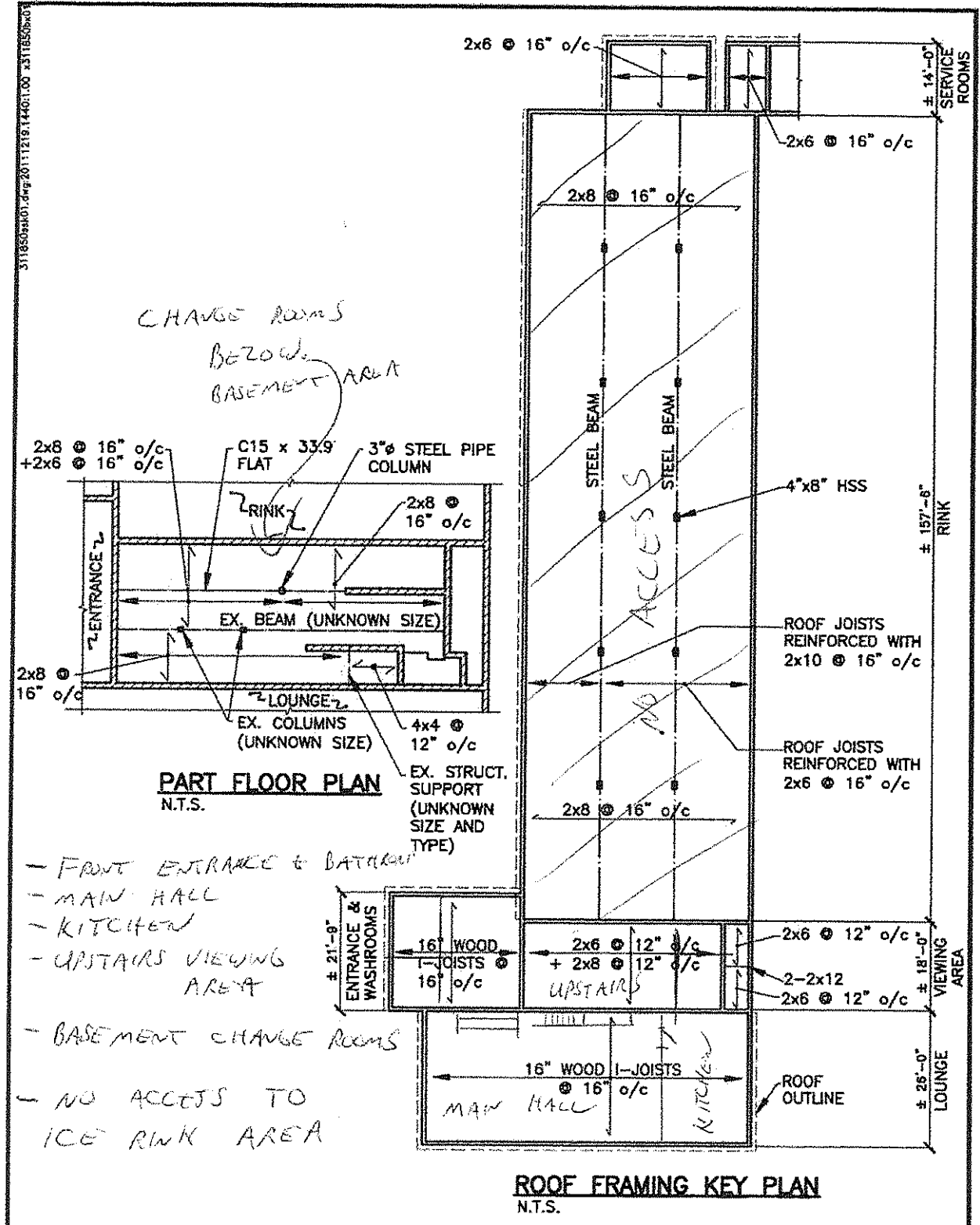
- (b) That the Lessee will ensure the washrooms, hallways, entrances and stairs are clean and in a neat and tidy condition.
- (c) That the Lessor shall not be liable for any damage to any property at any time in the premises or building, from steam water-works, water, rain, or snow, which may leak into, issue or flow from any part of the said building of which the premises form a part, or from the pipes or plumbing works thereof, or from any other place unless the Lessor shall have been negligent and derelict in completing repairs of which the Lessor shall have received written notice as hereinafter provided.
- (d) That the Lessee shall give to the Lessor immediate written notice of any incident or defect in the water pipes, gas pipes, or heating apparatus, electric light or other wires.

9. In no event shall the Lessor have any obligation or liability in connection with the cessation or unavailability, or interruption or suspension of any service or utility of any kind at any time during the term. Without the prior written consent of the Lessor, no service or utility which is not available in the leased premises at the date of this lease shall be introduced or brought into the leased premises by the Lessee. In the event of the cessation or unavailability or interruption or suspension of any service or utility of any kind, the Lessor shall forthwith notify the responsible person to repair or cause to be repaired such service or utility.

IT IS HEREBY AGREED that this indenture shall enure to the benefit of, and be binding upon the parties hereto, their executors, administrators and assigns respectively.







**CC Tatham & Associates Ltd.**  
Consulting Engineers

Collingwood    Brasbridge    Orlino    Doris

**CANNINGTON CURLING CLUB**  
**STRUCTURAL KEY PLANS**

SCALE: AS SHOWN	DATE: DEC. 2011	JOB NO. 311850
DRAWN: KF	CHECKED: MS/TJS	DWG. 311850-1

# Motions

Date:	01/12/2020
Refer to:	Council
Meeting Date:	December 14, 2020
Action:	Motion
Notes:	
Copies to:	

**AGREEMENT**

THIS AGREEMENT made this 19<sup>th</sup> day of November, 2020

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the Party

OF THE FIRST PART

**AND**

**JUSTIN KOUBA**  
O/A Beaver River Bait

Hereinafter called the Party

OF THE SECOND PART

The Party of the First Part, as owner, hereby agrees that the parking area located beside the municipal boat launch kiosk on the south side of the Beaverton Harbour may be used by the Party of the Second Part for the purpose of a portable bait shop during the 2020-2021 fishing season, subject to the following terms and conditions and at no expense to the Party of the First Part:

- (1) The Party of the Second Part agrees to pay the Party of the First Part, the sum of Three Hundred and Seventy Eight Dollars and Fifty Five Cents (\$378.55) (H.S.T. applicable) for the use of the parking area located beside the municipal boat launch kiosk on the south side of the Beaverton harbour from January 1, 2021 to March 31, 2021.
- (2) The Party of the Second Part agrees to have all his equipment and building(s) removed from the site by April 1, 2021.
- (3) The Party of the First Part agrees to permit the Party of the Second Part to use the existing electricity hook-up subject to the Party of the Second Part being responsible for all costs in connection herewith.
- (4) The Party of the Second Part agrees to leave the area used by his operation in the same condition of cleanliness as he found it.

WITNESS the hands and seals of both parties to this agreement.

THE CORPORATION OF THE  
TOWNSHIP OF BROCK

BEAVER RIVER BAIT

\_\_\_\_\_  
MAYOR

Justin Kouba  
Justin Kouba

\_\_\_\_\_  
CLERK

**LEASE LIABILITY AGREEMENT**

**BETWEEN:**

**JUSTIN KOUBA**

O/A Beaver River Bait

Hereinafter called the "LESSEE"

OF THE FIRST PART

**AND**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the "MUNICIPALITY"

OF THE SECOND PART

RE: LEASE – The parking area located beside the municipal boat launch kiosk on the south side of the Beaverton Harbour from January 1, 2021 until March 31, 2021.

In consideration of the granting of the above-mentioned lease which is hereby acknowledged, the Lessee does for himself, his heirs, executors, administrators, successors and assigns, agree to indemnify and hold harmless the Municipality and its affiliates, divisions, subsidiaries, predecessors, successors, assigns, agents, servants, employees, officers and directors of and from all claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, including, and without restricting the generality of the foregoing, all claims arising out of or attributable to the Lessee's performance of the above-mentioned lease, providing that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, are:

- (a) Attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, and
- (b) Caused by a negligent act or omission of the Lessee or any other person or legal entity of any kind for whose acts he may be liable.

The obligation of the Lessee under this agreement shall apply only to the extent that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, do not arise out of a negligent act or omission of the Municipality, their agents and employees.

WITNESS the Corporate Seal of the Municipality of the Lessee (or personally by the Lessee if not incorporated) under the hands of their proper signing officers in that behalf this 19<sup>th</sup> day of November, 2020 .

THE CORPORATION OF THE TOWNSHIP OF BROCK

BEAVER RIVER BAIT

\_\_\_\_\_  
MAYOR

JKouba  
Justin Kouba

\_\_\_\_\_  
CLERK



Date:	03/12/2020
Refer to:	Council
Meeting Date:	December 14, 2020
Action:	Motion
Notes:	
Copies to:	Becky, Public Works

TO BROCK TOWNSHIP STAFF.

THIS LEASE EXPIRES JULY 31, 2024.

IN ORDER TO RECEIVE GRANTS FOR  
RENOVATIONS OR OTHER PROJECTS  
MOST GRANTORS REQUIRE A  
MINIMUM 5 YEAR LEASE.

WE WOULD LIKE TO ADD TO THE  
CURRENT LEASE A STATEMENT  
AT THE TIME THE LEASE  
EXPIRES THAT THERE BE  
AN OPTION FOR A 5  
YEAR EXTENSION.

ALSO NOTE YOUR STAFF IS  
RESPONSIBLE FOR SNOW REMOVAL  
FOR THE FRONT STEPS AND  
WHEEL CHAIR RAMP. (LIABILITY ISSUE)

#4  
Page 2.

LARRY DOBLE PRESIDENT

905-621-7908

Larrydoble@hotmail.com

**LEASE AGREEMENT**

THIS AGREEMENT made this 17<sup>th</sup> day of March, 2014.

BETWEEN:

**Sunderland and District Historical Society**

(hereinafter called the "Lessee")

OF THE FIRST PART;

- and -

**The Corporation of the Township of Brock,**

(hereinafter called the "Lessor")

OF THE SECOND PART.

WHEREAS the Lessee desires to use the lands and premises located at 14 Church Street North, Sunderland urban area, for the purposes of a museum to store and display historical artifacts pertinent to the geographical area in which it is located (hereinafter referred to as the "Lands");

And WHEREAS the Corporation of the Township of Brock is agreeable to the use of the Lands by the Lessee for a term of ten (10) years to be computed from the 1<sup>st</sup> day of August, 2014, and from thenceforth ensuing and to be fully completed and ended on the 31<sup>st</sup> day of July, 2024;

YIELDING AND PAYING THEREFOR the sum of ONE (\$1.00) DOLLAR for the entire term of this lease, the receipt of which is hereby acknowledged by the Lessor upon execution of these presents.

AND THE SAID LESSEE DOTH HEREBY COVENANT WITH THE SAID LESSOR AS FOLLOWS:

1. That it will pay all charges for electric energy, water supply, heat, gas, and janitorial services used by the Lessee in the subject premises.
2. That it will well and sufficiently maintain the said premises and buildings now located thereon or which may hereafter be erected thereon, in good and substantial repair.
3. That it will not erect thereon any buildings not make any major alterations to the grades of the said premises or substantially alter the landscaping thereof without the express approval in writing of the said Lessor.
4. That it will maintain sufficient contents and liability insurance and the Lessor shall be named as an additional insured in the amount of not less than \$2,000,000, a copy of which shall be provided.
5. That the said premises will not, during the said term, be at any time used for any purpose other than for a museum and the storage and display of historical artifacts open to the public and operated by the Lessee; provided that the Lessee may make reasonable charges for admission to the building occupied and operated by them for the said historical museum purposes.
6. That it will not, during the said term, assign, sublet, transfer or set over the whole or any part of the said premises without leave and the Lessee hereby waives and renounces the benefit of any present or future act of the legislature of Ontario which allow the Lessee to assign or sublet this lease without leave of the Lessor.

AND THE LESSOR DOTH HEREBY COVENANT WITH THE SAID LESSEE AS FOLLOWS:

1. That it will maintain sufficient fire insurance coverage on the said premises and maintain sufficient liability coverage for its own purposes.
2. That it will allow the Lessee quiet enjoyment of the premises.
3. That it will maintain and properly groom any flower beds and landscaping on the said premises in a

good and husbandlike manner.

- 4. That it will be responsible for snow removal from the said premises as may be required for the purposes of the said Lessee.
- 5. That it will maintain the existing air conditioning system present within the building and the existing security system on an on-going basis.
- 6. That the existing window coverings, stacking chairs, desks, and stationary shelving units will be provided to the Lessee at no cost throughout the term of this Agreement.

IT IS FURTHER DECLARED AND AGREED:

- 1. That this lease may be terminated by either party by giving the other party six (6) months notice of its intention to terminate this lease.
- 2. Such notice shall be by way of a registered letter forwarded by the Lessor to the Lessee at the following address:

Sunderland & District Historical Society  
 c/o Larry Doble  
 35 Ianson Drive  
 Greenbank, Ontario  
 L0C 1B0


and, if forwarded by the Lessee to the Lessor, at the following address:

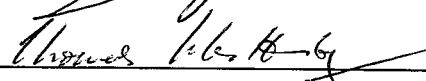
Thomas G. Gettinby  
 CAO & Municipal Clerk  
 Corporation of the Township of Brock  
 1 Cameron Street East, P.O. Box 10  
 Cannington, Ontario  
 L0E 1E0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper signing officers in that behalf.

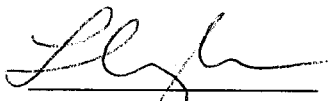
SIGNED, SEALED AND DELIVERED  
In the Presence of

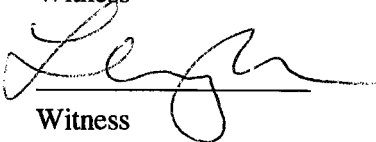
**THE CORPORATION OF THE TOWNSHIP OF BROCK**

  
 \_\_\_\_\_  
 MAYOR

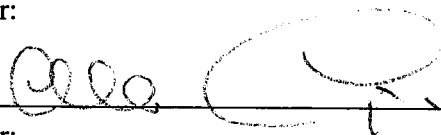
  
 \_\_\_\_\_  
 CLERK

**SUNDERLAND AND DISTRICT HISTORICAL SOCIETY**

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

Larry N. Doble. PRESIDENT.  
 \_\_\_\_\_  
 Per:

  
 \_\_\_\_\_  
 Per:

LARRY N. DOBLE  
 ALLAN SIMPSON

LINDA  
CUNNINGHAM.

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

**BY-LAW NUMBER 2529-2014-PR**

A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF BROCK TO ENTER INTO A LEASE AGREEMENT WITH THE SUNDERLAND AND DISTRICT HISTORICAL SOCIETY

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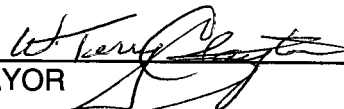
WHEREAS section 5 of the *Municipal Act*, S.O. 2001, and its amendments provides that the powers of a municipal corporation shall be exercised by its council;

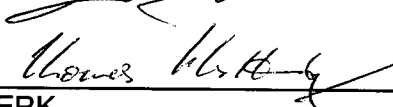
AND WHEREAS the Council of the Corporation of the Township of Brock deems it expedient to enter into a Lease Agreement with the Sunderland and District Historical Society;

THEREFORE BE IT ENACTED by the Council of the Corporation of the Township of Brock as follows:


1. THAT the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to an Agreement dated August 1, 2014, between the Corporation of the Township of Brock and the Sunderland and District Historical Society as contained in Schedule "A" attached to and forming part of this by-law.
2. THAT By-law Number 1892-2004-PR as enacted by Council on the 16th day of August, 2004, be repealed as of August 1, 2014.

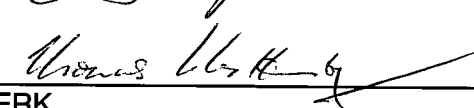
THIS BY-LAW READ TWICE THIS 17TH DAY OF MARCH, 2014.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

THIS BY-LAW READ A THIRD TIME AND PASSED THIS 17TH DAY OF MARCH, 2014.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK



**AGREEMENT**

Date:	07/12/2020
Refer to:	Council
Meeting Date:	December 14, 2020
Action:	Motion
Notes:	
Copies to:	

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020.

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the Party

OF THE FIRST PART

**AND**

**FLOYD HALES FISH HUTS**

(W. T. Vieveen Investments Ltd.)

Hereinafter called the Party

OF THE SECOND PART

The Party of the First Part, as owner, hereby agrees that the west side of Beaverton Harbour Park, adjacent to the pier, may be used by the Party of the Second Part for the purpose of a fish hut operation during the 2020-2021 fishing season, subject to the following terms and conditions and at no expense to the Party of the First Part:

- (1) The Party of the Second Part agrees to pay the Party of the First Part, the sum of Seven Hundred and Sixty-Five Dollars (\$765.00) (H.S.T. applicable) for the use of the Beaverton Harbour as referenced above from December 1, 2020 to March 31, 2021.
- (2) The Party of the Second Part agrees to have all his equipment and building(s) removed from the site by April 1, 2020.
- (3) The Party of the Second Part agrees to maintain the access ramp through the placement of gravel from time to time.
- (4) The Party of the Second agrees that the parking of vehicles within the Beaverton Harbour Park shall be expressly prohibited.
- (5) The Party of the Second Part agrees to be responsible for the maintenance of his own waste disposal containers.
- (6) The Party of the Second Part agrees to leave the area in a clean and tidy condition at such time as the fishing operation of the Party of the Second Part ceases for the season.
- (7) Notwithstanding clause (6), the Party of the Second Part shall be held financially responsible for any damages, howsoever caused, the assessment of such being in the Party of First Part's sole discretion.

WITNESS the hands and seals of both parties to this agreement.

THE CORPORATION OF THE  
TOWNSHIP OF BROCK

FLOYD HALES FISH HUTS

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
WILLIAM VIEVEEN

\_\_\_\_\_  
CLERK

**LEASE LIABILITY AGREEMENT**

**BETWEEN:**

**FLOYD HALES FISH HUTS**

(W.T. Vieveen Investments Ltd.)  
P.O. Box 449  
Beaverton, Ontario, L0K 1A0

Hereinafter called the "LESSEE"

OF THE FIRST PART

**AND**

**THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the "MUNICIPALITY"

OF THE SECOND PART

**RE: LEASE** – South side of Beaverton Harbour for the purpose of a fish hut operation during the 2020-2021 fishing season.

In consideration of the granting of the above-mentioned lease which is hereby acknowledged, the Lessee does for himself, his heirs, executors, administrators, successors and assigns, agree to indemnify and hold harmless the Municipality and its affiliates, divisions, subsidiaries, predecessors, successors, assigns, agents, servants, employees, officers and directors of and from all claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, including, and without restricting the generality of the foregoing, all claims arising out of or attributable to the Lessee's performance of the above-mentioned lease, providing that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, howsoever arising, are:

- (a) Attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, and
- (b) Caused by a negligent act or omission of the Lessee or any other person or legal entity of any kind for whose acts he may be liable.

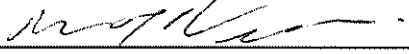
The obligation of the Lessee under this agreement shall apply only to the extent that such claims, demands, losses, costs, damages, causes of action of every kind, known or unknown, do not arise out of a negligent act or omission of the Municipality, their agents and employees.

WITNESS the Corporate Seal of the Municipality of the Lessee (or personally by the Lessee if not incorporated) under the hands of their proper signing officers in that behalf this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE CORPORATION OF THE  
TOWNSHIP OF BROCK

FLOYD HALES FISH HUTS

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
WILLIAM VIEVEEN

\_\_\_\_\_  
CLERK

# By-laws

**EDWARD HOLDER / DS & B FARMS**

**ZONING BY-LAW AMENDMENT**

**S1/2 LOT 9, CONCESSION 1, THORAH  
(C1565 THORAH CONCESSION ROAD 1, BEAVERTON)**

**TOWNSHIP OF BROCK**

**December 2020  
File No. 03-2020-RA  
By-law No: 2985 – 2020**

**NOTICE OF THE PASSING  
OF A ZONING BY-LAW BY THE  
CORPORATION OF THE TOWNSHIP OF BROCK**

**TAKE NOTICE** that the Council of the Corporation of the Township of Brock passed By-law No. **2985 - 2020** on the 14th day of December, 2020, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, as amended. All written/oral submissions made in respect of this application were considered by Council as contained within the staff report/resolution.

**AND TAKE NOTICE** that any person or agency who, **before the by-law was enacted, made oral submissions at a public meeting or written submissions to Council**, may appeal to the Local Planning Appeal Tribunal (LPAT) in respect of the By-law by filing with the Clerk of the Corporation of the Township of Brock not later than **4:30 p.m. on the 5th day of January, 2021** a notice of appeal on the prescribed form available in the office of the Clerk or from the LPAT website at [www.elto.gov.on.ca](http://www.elto.gov.on.ca) together with a certified cheque in the amount of \$300.00 payable to the Minister of Finance.

**The grounds for an appeal are restricted to: a) inconsistency with a Provincial Policy Statement; b) fails to conform with or conflicts with a Provincial Plan; or c) fails to conform with an applicable Official Plan. A notice of appeal must explain how the by-law is inconsistent with a Provincial Policy Statement, fails to conform with or conflicts with a Provincial Plan, or fails to conform with an applicable Official Plan.**

**PLEASE NOTE** that only individuals, corporations and public bodies may appeal a zoning by-law to the LPAT. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or the group on its behalf.

**NO PERSON** or public body shall be added as a party to the hearing of the appeal unless, before the by-law was passed, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the LPAT, there are reasonable grounds to add the person or public body as a party. Additional information regarding public participation at LPAT, is available through the LPAT Support Centre at 1-866-448-2248.

An explanation of the purpose and effect of the By-law, describing the lands to which the By-law applies, and a Key Map showing the location of the lands to which the By-law applies, are attached.

The complete By-law is available in the office of the Clerk during regular office hours (8:30 a.m. – 4:30 p.m.) and on the Township website: [www.townshipofbrock.ca](http://www.townshipofbrock.ca).

Dated at the Corporation of the Township of Brock this 16<sup>th</sup> day of December, 2020.

Ms. Becky Jamieson  
Municipal Clerk  
[brock@townshipofbrock.ca](mailto:brock@townshipofbrock.ca)  
P.O. Box 10, Cannington, Ontario, L0E 1E0  
705-432-2355 (Telephone), 705-432-3487 (Fax)

**EXPLANATORY NOTE**  
**TO ZONING BY-LAW NO. 2985- 2020 PASSED**  
**BY THE COUNCIL OF THE CORPORATION**  
**OF THE TOWNSHIP OF BROCK**

**LANDS AFFECTED:** This By-law applies only to certain land located on the east side of Highway 12, north of Thorah Concession 1 in Cannington. The property is described as Part South ½ Lot 9 Concession 1 (Thorah), Brock Township (municipally known as C1565 Concession 1, Cannington). The general location of the subject land is shown on the Key Map attached hereto.

**PRESENT ZONING:** Zoning By-law No. 287-78-PL, as otherwise amended, places the subject land in the Rural (RU) and Environmental Protection (EP) Zone categories.

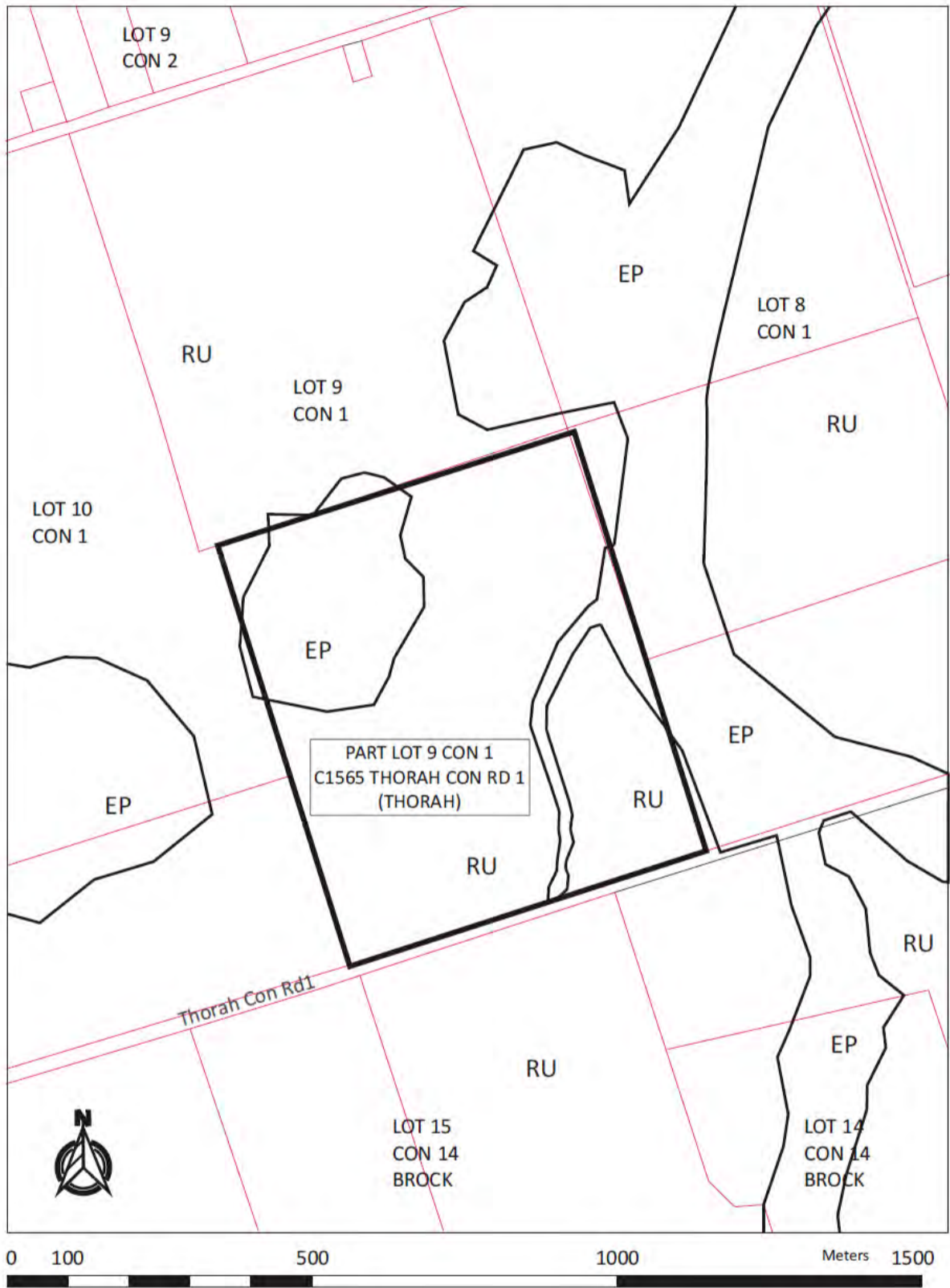
**PROPOSED ZONING:** The amendment, upon approval, will rezone the land within the Rural (RU) and Environmental Protection (EP) Zone categories to Rural Exception 58 (RU-58) and Environmental Protection (EP).

**PURPOSE & EFFECT:** The purpose and effect of By-law Number 2985-2020 is:

1. To prohibit the development of additional residential uses on those lands identified as Part 1 (retained lands) on the appended Key Map.
2. To prohibit the housing of livestock in the frame shed & kennel on those lands identified as Part 1 (retained lands) on the appended Key Map.
3. To revise the boundaries of the Environmental Protection (EP) zoning on those lands identified in Part 2 (severed portion) on the appended Key Map.



# Subject Lands Map To Zoning By-law No. 2985-2020



Subject Lands

**The following is a copy of  
Zoning By-law No. 2985-2020 of the  
Corporation of the Township of Brock**

**ZONING BY-LAW NUMBER 2985-2020  
OF THE  
CORPORATION OF THE TOWNSHIP OF BROCK**

**BEING A BY-LAW UNDER THE PROVISIONS OF SECTION 34 OF THE  
PLANNING ACT, R.S.O., 1990, AS AMENDED, TO AMEND ZONING BY-LAW  
NUMBER 287-78-PL, AS OTHERWISE AMENDED, OF THE CORPORATION OF  
THE TOWNSHIP OF BROCK, WITH RESPECT TO CERTAIN LAND LOCATED  
WITHIN PART SOUTH ½ LOT 9 CONCESSION 1 (THORAH), IN THE  
TOWNSHIP OF BROCK, REGION OF DURHAM.**

**WHEREAS** the Council of the Corporation of the Township of Brock has received a formal application to amend By-law Number 287-78-PL, as otherwise amended, with respect to the above-noted lands;

**AND WHEREAS** the By-law hereinafter set out is in conformity with the approved Official Plans for the Regional Municipality of Durham and the Township of Brock;

**AND WHEREAS** the Council of the Corporation of the Township of Brock conducted a public meeting on the 13th day of July, 2020, pursuant to Section 34 (12) of the *Planning Act*, R.S.O. 1990, as amended;

**NOW THEREFORE** the Council of the Corporation of the Township of Brock **ENACTS** as follows:

1. **THAT** Plate “A1” of By-law Number 287-78-PL, as otherwise amended to the contrary, is hereby further amended by changing the Zone classification on those lands located within Part Lot 9, Concession 1 (Thorah), from the Rural (RU) and Environmental Protection (EP) Zone categories to a Rural Exception 58 and Environmental Protection (EP) Zone categories in accordance with Schedule “A” attached hereto and forming part hereof.
  
2. **THAT** Section 9.4, entitled “Rural (RU) Zone Category Exceptions” is hereby amended by inserting the following clause which shall read as follows:

“9.4.58           RURAL EXCEPTION 58 (RU-58) ZONE

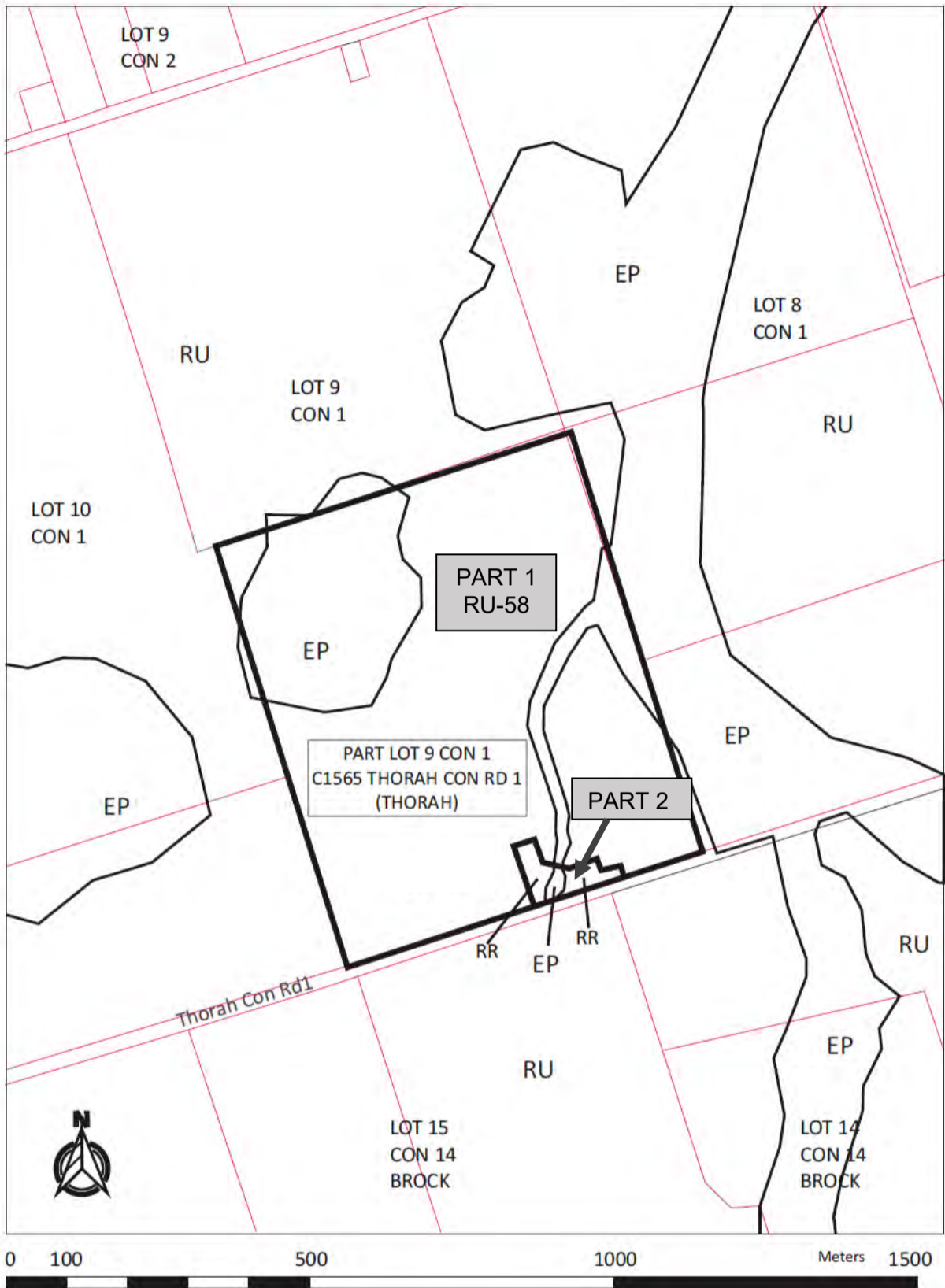
Notwithstanding the uses permitted within the Rural (RU) Zone, as set forth on Plate “B” of By-law Number 287-78-PL, as otherwise amended to the contrary, within the Rural Exception 58 (RU-58) Zone, located within Part Lot 9, Concession 1 (Thorah), all residential uses as set forth on Plate “B”, Column 5, Lines 1 – 11, inclusive, shall be prohibited, and the keeping of livestock/animal husbandry shall be prohibited within the existing frame shed/kennel. In all other respects the provisions of the Rural (RU) Zone and By-law Number 287-78-PL shall be complied with.”

3. **THAT** Zoning By-law No. 287-78-PL, as otherwise amended, is hereby amended to recognize the additional Environmental Protection (EP) zoning of the water tributary and pond bisecting Part 1 and Part 2 as described in Schedule A.
4. **THAT** Zoning By-law No. 287-78-PL, as otherwise amended, is hereby amended to give effect to the foregoing, but Zoning By-law No. 287-78-PL, as otherwise amended, shall in all other respects remain in full force and effect.
5. **THAT** Zoning By-law No. 2985-2020 shall come into force on the date it is passed by the Council of the Corporation of the Township of Brock subject to the applicable provisions of the *Planning Act*, R.S.O., 1990, as amended.

**THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME THIS 14<sup>TH</sup> DAY OF DECEMBER, A.D., 2020.**

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Deputy Mayor  
W.E. Ted Smith

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Clerk  
Becky Jamieson



This is Schedule "A" to By-law No. 2985-2020  
Passed this 14<sup>th</sup> day of December 2020

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Mayor – Debbie Bath-Hadden

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Clerk – Becky Jamieson