

# Municipality of *Bluewater*

**AGENDA**  
**Council**  
**Monday, June 15, 2026**  
**Council Chambers (38594 Mill Road, Varna)**  
**Live Streamed to [YouTube](#)**  
**6:30 PM**

Accessibility of Documents: Documents are available in alternate formats upon request. If you require an alternate format or communication support, contact the Clerk's Department at 519-236-4351 or by email at [clerk@municipalityofbluewater.ca](mailto:clerk@municipalityofbluewater.ca) to discuss how best we can meet your needs.

Page

**1. CALL TO ORDER**

**2. DISCLOSURE OF PECUNIARY INTEREST**

**3. APPROVAL OF AGENDA**

**4. DELEGATIONS AND PRESENTATIONS**

4 - 18      4.1. [Magnetic Moments MRI Campaign - Florence Witherspoon / Liz Higgins-Sager](#)

**5. CONSENT AGENDA**

19 - 20      5.1. [Special Council Meeting Minutes - May 14, 2026](#)

21 - 27      5.2. [Council Meeting Minutes - June 1, 2026](#)

28 - 29      5.3. [Special Council Meeting Minutes - June 8, 2026](#)

30 - 31      5.4. [By-law Enforcement Activity – May 2026](#)

32 - 36      5.5. [Business, Building and Development Activities for May 2026](#)

37 - 53      5.6. [Fire Prevention Officer Activity – November 2025 to May 2026](#)

- 54 5.7. [Ministry of Municipal Affairs and Housing - Protecting Ontario's Streets and Communities Act, 2026](#)
- 55 - 56 5.8. [Resolution - County of Prince Edward - Better Regional Governance Act, 2026](#)
- 57 - 58 5.9. [Resolution - County of Prince Edward - Sustainable Funding for Public Health Units](#)

## **6. CORRESPONDENCE – FOR ACTION**

- 59 - 60 6.1. [Public Disclosure of Legal Review Regarding STR Location Limits - Tyler Bartelen](#)
- 61 6.2. [Notice of Study Commencement - Intersection Improvements on Highway 21 at Mill Road, Cameron Street and The Square](#)

## **7. MANAGEMENT REPORTS**

### **7.1. PLANNING - S. SMITH**

- 62 - 63 7.1.1. [Update to Bluewater Zoning By-law - Removal of Holding Language Specific to Bayfield Settlement Area](#)

### **7.2. DEVELOPMENT SERVICES - A. STEWARDSON**

- 64 - 103 7.2.1. [Short Term Rental Licensing By-law Annual Review](#)
- 104 - 120 7.2.2. [By-law Exemption – Private Wedding at 162 Brock Ave, Hensall](#)

### **7.3. PUBLIC WORKS - D. KESTER**

- 121 - 122 7.3.1. [Request for Proposal – Consulting Services for Bridge B76 Replacement](#)
- 123 - 126 7.3.2. [Float Trailer Tender Results – Follow-up](#)

### **7.4. FACILITIES, PARKS and RECREATION - M. OFF**

- 127 - 143 7.4.1. [Bayfield International Croquet Club Lease Renewal](#)
- 144 - 156 7.4.2. [Bayfield Farmers Market License Agreement](#)
- 157 - 186 7.4.3. [Bring-Your-Own Alcohol \(BYO\) at Outdoor Public Events](#)

**7.5. FIRE DEPARTMENT - D. ERB**

187 - 189                      7.5.1. [Bayfield Agricultural Society Request for Water](#)

**7.6. FINANCE - M. MCBRIDE**

190 - 202                      7.6.1. [Development Charge Reduction Program](#)

**8. COUNCILLOR ANNOUNCEMENTS**

**9. NEW BUSINESS**

203                      9.1. Notice of Motion (for discussion)  
[Notice of Motion-Submitted by Councillor Sangster](#)

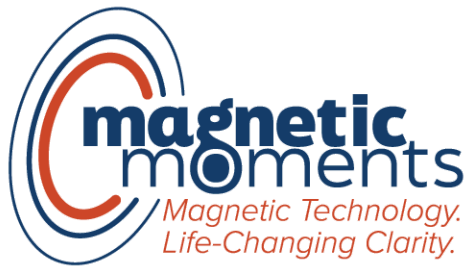
**10. CLOSED SESSION**

- 10.1. One matter pertaining to Municipal Act, 2001 S.239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose (12 Parkside Avenue, Zurich)
- 10.2. One matter pertaining to Municipal Act, 2001 S.239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board (37 Long Hill Road)
- 10.3. One matter pertaining to Municipal Act, 2001 S.239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (South Shore Marina)
- 10.4. One matter pertaining to Municipal Act, 2001 S.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

**11. CONFIRMING BY-LAW**

204                      11.1. [By-law 61-2026 - June 15, 2026 Confirmatory By-law](#)

**12. ADJOURNMENT**



June 15, 2026

## Magnetic Moments – MRI for Huron County

Dear Mayor Klopp and Members of Council,

We are preparing to break ground at Alexandra Marine and General Hospital following the Ministry of Health's approval of an MRI — the first in Huron County. This milestone would not have been possible without your strong letter of support, and we are sincerely grateful.

As Chair of the Magnetic Moments campaign, I'm thrilled to lead the mission to raise \$6.5 million locally to bring MRI services to our region. We have seen strong community support, but achieving this goal — and sustaining the long-term strength of regional health care — requires partnership with municipal leaders.

While the province funds hospital operations, it does not fund essential equipment over \$1,000 — like MRI machines — or the renovations required to install them. The funding responsibility rests with the community via the hospital foundations.

Now, as Huron County continues to attract new residents and the communities surrounding the Town of Goderich continue to grow, so too does the demand for Alexandra Marine & General Hospital's services.

As a physician in Goderich, I see firsthand the impact of delayed access to MRI diagnostics. Patients often endure prolonged pain, and many — particularly seniors and those facing financial barriers — struggle with the costs and challenges of travelling for care. In winter, these barriers only increase, sometimes leading to delayed or missed diagnoses.

But we can change that.

An MRI is critical infrastructure that will reduce wait times, ease the burden on residents and employers, support physician recruitment, and keep healthcare spending local.

We are asking for your financial support of the campaign and respectfully request that the growing Municipality of Bluewater pledges \$250,000 over five years to improve regional healthcare.

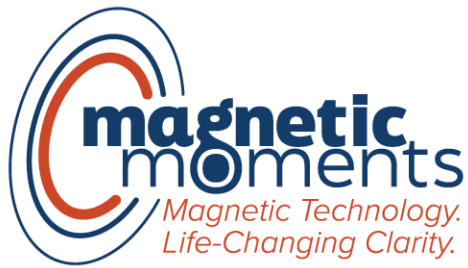
There will be a donor wall recognizing those who make this project possible, and we believe the Municipality of Bluewater belongs on it—not only as a contributor, but as a long-term partner in local healthcare.

### **Alexandra Marine and General Hospital Foundation**

120 Napier Street  
Goderich, Ontario N7A 1W5  
519-524-8508  
amgh.foundation@amgh.ca

Charitable Registration #89060 1248 RR 0001

[amghfoundation.ca](http://amghfoundation.ca)



This effort is much like a barn-raising—it requires shared commitment. With your leadership, we can ensure high-quality care remains close to home, regardless of municipality, for generations to come.

Thank you for your support and consideration.

Building a better future together,

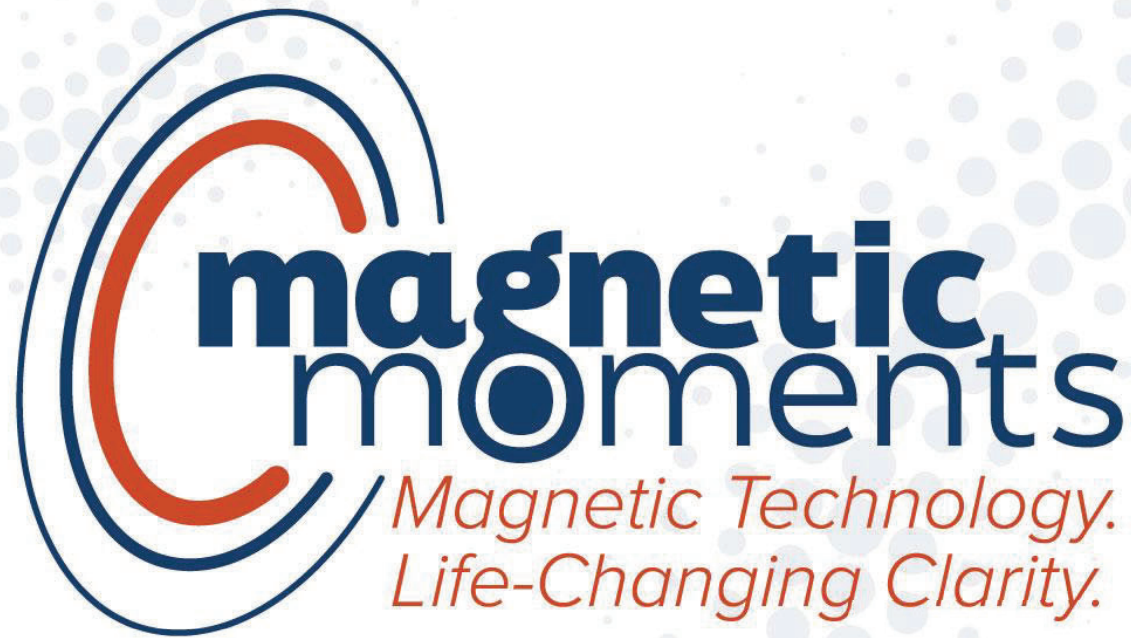
Dr. Tiffaney Kittmer, BSc MD FRCSC  
General Surgeon, Chief of Surgery  
Alexandra Marine & General Hospital  
Chair, Magnetic Moments campaign

### **Alexandra Marine and General Hospital Foundation**

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Goderich, Ontario N7A 1W5  
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[amghfoundation.ca](http://amghfoundation.ca)



Presentation to  
Bluewater Council  
June 15, 2026

Presented by  
Florence Witherspoon  
Liz Higgins-Sager



[amghfoundation.ca](http://amghfoundation.ca)

# Why This Matters

## 1. Medical Benefits

### 1. Address Rural Healthcare Inequities

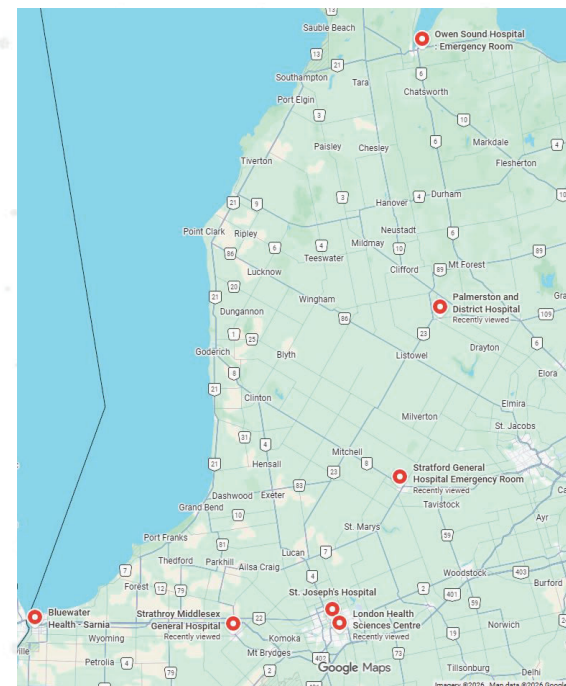
- Access to Service
- Wait Times



# What this means for Bluewater Residents

- Faster Answers
- Earlier Treatment
- Quality of Life

Healthcare access should not depend on postal code.

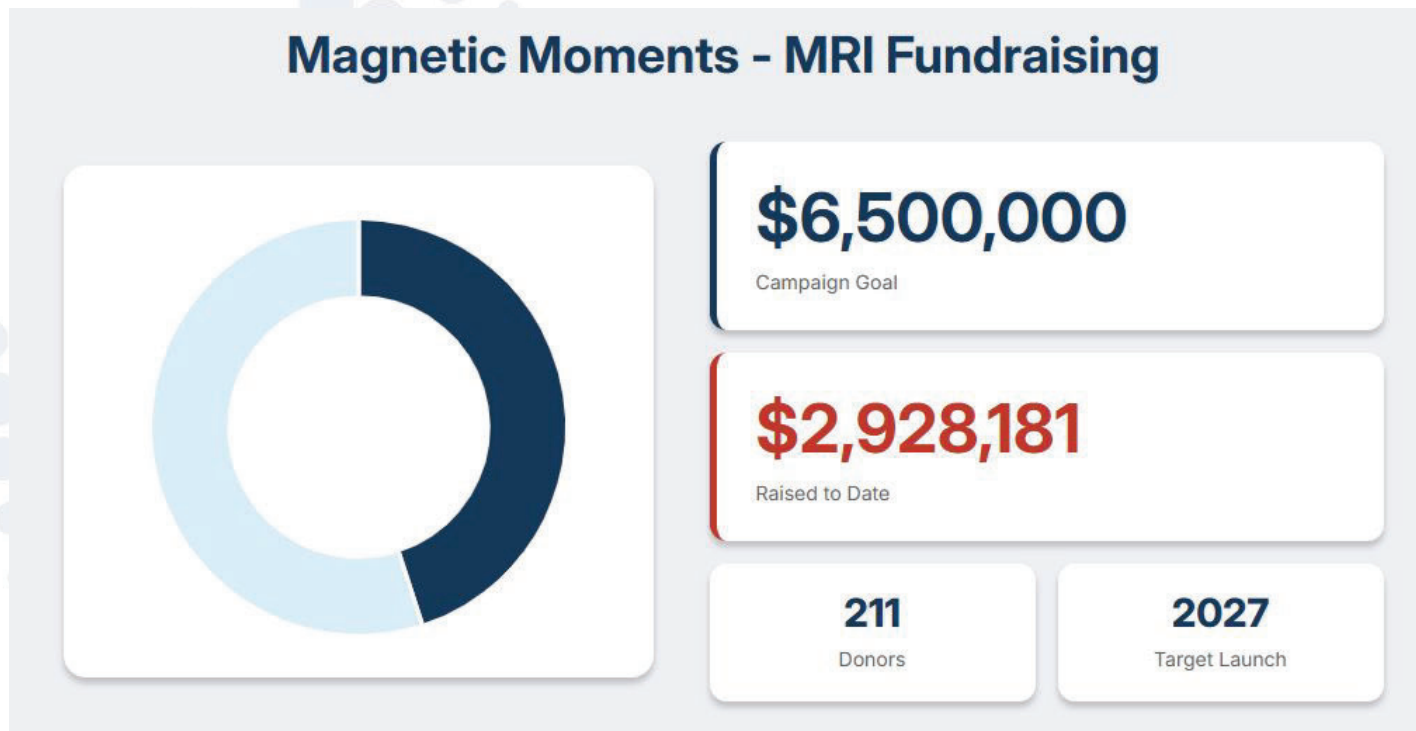


# The Solution

- First MRI in Huron County
- To be located at AMGH
- Approved by Province
- Operational in 2028



# Community Investment in Regional Healthcare



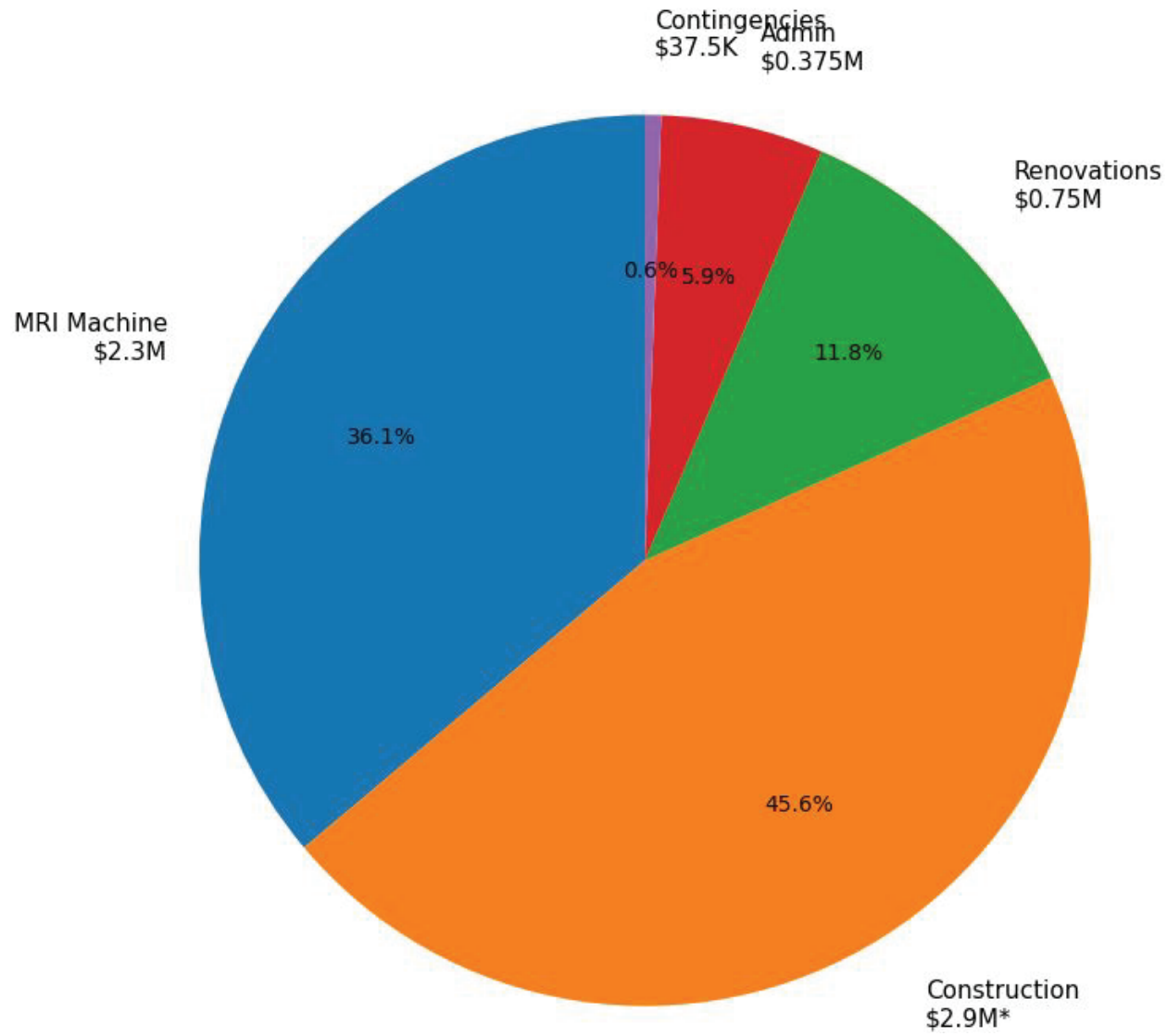
\$1,000

[amghfoundation.ca](http://amghfoundation.ca)



### MRI Campaign Cost Breakdown (~\$6.5M Total)

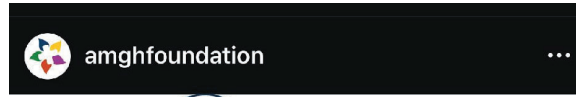
\*Construction shown at midpoint estimate



# Community and Economic Benefits

- Keeps healthcare dollars local
- Attracts healthcare professionals
- Population Growth
- Reduces lost productivity

\$105.92



**\$6,500,000**

**SEEMS LIKE A BIG GOAL.**

**AND IT IS.**

**BUT AT \$105.92**

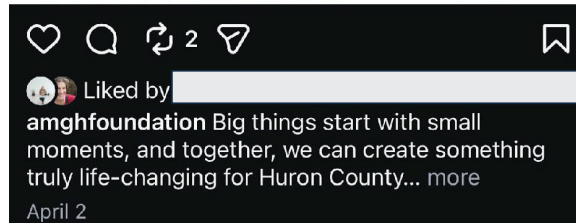
**PER RESIDENT**

**WE CAN BRING AN MRI TO**

**HURON COUNTY.**

Fund the local MRI  
[www.amghfoundation.ca/magnetic-moments](http://www.amghfoundation.ca/magnetic-moments)

Charitable Registration #89060 1248 RR 0001



[amghfoundation.ca](http://amghfoundation.ca)



# The Role of the Municipality

- Municipal leadership matters - champions of the community
- Moves project forward regionally.

Municipality of  
*Bluewater*

January 18, 2022

**Re: Alexandra Marine & General Hospital**

Dear Sir or Madam:

Please accept this letter in support of the Alexandra Marine & General Hospital and the South Huron Hospital Association submission to the Ministry of Health for the addition of an MRI unit in the Alexandra Marine & General Hospital site.

The addition of an MRI unit will greatly benefit the communities that these two hospitals serve. It brings a much-needed service closer to home for the residents of its surrounding areas.

We hope the Alexandra Marine & General Hospital will be the recipient of a much needed MRI unit. If you have any questions, please feel free to contact the undersigned.

Sincerely,



Paul Klopp  
Mayor - Municipality of Bluewater

[amghfoundation.ca](http://amghfoundation.ca)



# The Ask

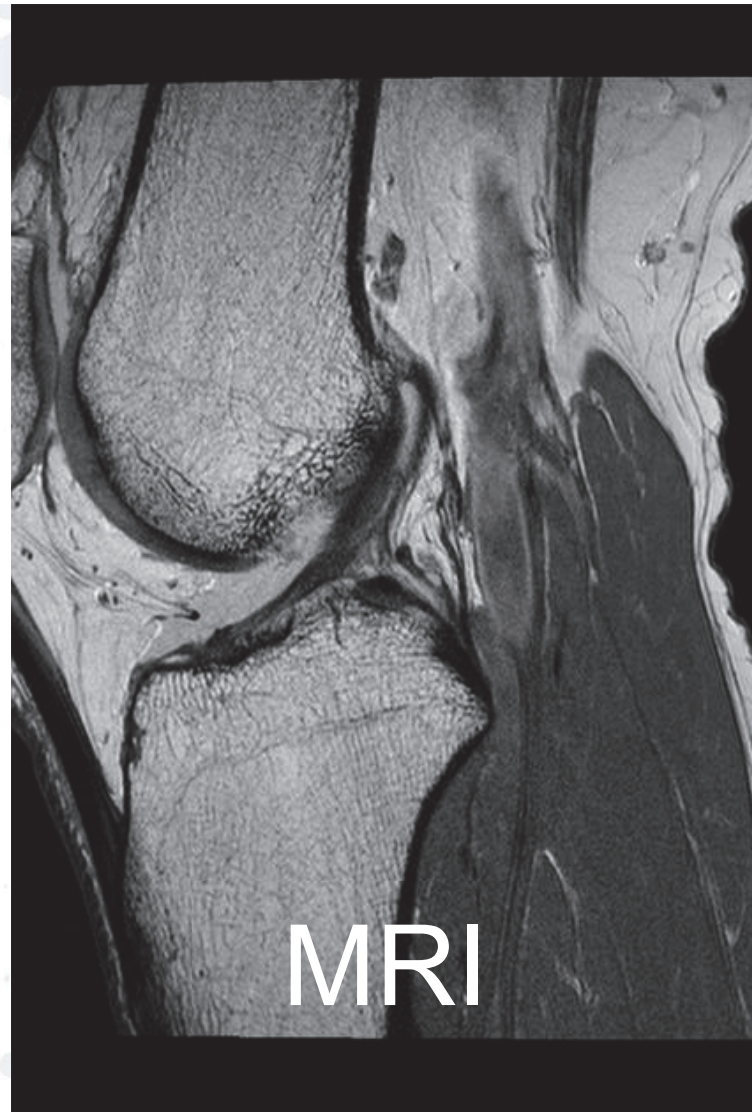
- 1. \$250,000 over 5 years**
- 2. To partner in advocacy as a strong municipal partner**



X-ray



CT



MRI

[amghfoundation.ca](http://amghfoundation.ca)



120 Napier Street, Goderich, ON N7A 1W5  
519-524-8508/519-524-8508  
[amgh.foundation@amgh.ca](mailto:amgh.foundation@amgh.ca)

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# Municipality of *Bluewater*

## MINUTES

### Special Meeting of Council

Thursday, May 14, 2026 @ 6:00 PM

Council Chambers, Stanley Complex

#### 1 ROLL CALL and CALL TO ORDER

**PRESENT:** Mayor Klopp, Deputy Mayor Becker, Councillor Harris, Councillor Hessel, Councillor Lamport, Councillor Sangster, and Councillor Walden

**ABSENT:** Councillor Groot and Councillor Whetstone

**STAFF PRESENT:** Chandra Alexander Acting CAO/Clerk

Mayor Klopp called the meeting to order at 6:00 pm.

C. Alexander, Clerk conducted roll call.

#### 2 DISCLOSURE OF PECUNIARY INTEREST

Disclosure of pecuniary interest and general nature thereof for current meeting.  
None Declared.

Disclosure of pecuniary interest and general nature thereof for previous meeting, if absent for meeting.  
None Declared.

#### 3 CLOSED SESSION

The following members of Council and Staff attended the in-camera session: Mayor P. Klopp, Deputy Mayor J. Becker, Councillors S. Harris, T. Hessel, G. Lamport, W. Sangster, P. Walden; C. Alexander, Acting CAO/Clerk; Bruce Peever, Anne Lindsay and Bev Hendry of KPMG.

**MOVED:** Councillor Walden **SECONDED:** Councillor Lamport  
THAT Bluewater Council move into Closed Session at 6:03 pm for the purpose of discussing one matter pertaining Municipal Act, 2001 s.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations (Organizational Models Options);

and

THAT the Acting CAO/Clerk and staff of KPMG remain in attendance. **CARRIED.**

Council reconvened in open session at 7:52 pm.

In closed session, Council discussed one matter pertaining Municipal Act, 2001 s.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations (Organizational Models Options)

**4 CONFIRMATORY BY-LAW**

**MOVED:** Councillor Harris **SECONDED:** Deputy Mayor Becker  
THAT By-law 46-2026, being the May 14, 2026 Special Council Meeting Confirmatory By-law be read a first, second and third time and finally passed this 14th day of May, 2026. **CARRIED.**

**5 ADJOURNMENT**

**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Sangster  
THAT the May 14, 2026 Council meeting be adjourned at approximately 7:53 pm. **CARRIED.**

# Municipality of *Bluewater*

## MINUTES

### Council

Monday, June 1, 2026 @ 6:30 PM

Council Chambers, Stanley Complex, 38594 Mill Road Varna

#### 1. CALL TO ORDER

**PRESENT:**

Mayor Klopp, Deputy Mayor Becker, Councillor Harris, Councillor Hessel, Councillor Sangster, Councillor Walden, and Councillor Whetstone

**ABSENT:**

Councillor Groot and Councillor Lamport

**STAFF PRESENT:**

Chandra Alexander Acting CAO/Clerk, Dave Kester Manager of Public Works, Aaron Stewardson Chief Building Official, Maggie Off Manager of Facilities, Maggie McBride Manager of Finance, and Dave Erb Fire Chief

Mayor Klopp called the meeting to order at 6:30 pm.

C. Alexander, Clerk conducted roll call.

#### 2. DISCLOSURE OF PECUNIARY INTEREST

Disclosure of pecuniary interest and general nature thereof for current meeting.  
None.

Disclosure of pecuniary interest and general nature thereof for previous meeting, if absent for meeting.

None Declared.

#### 3. APPROVAL OF AGENDA

**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Harris

THAT the agenda for the June 1, 2026, Council meeting be approved as presented. **CARRIED.**

#### 4. DELEGATIONS AND PRESENTATIONS

- 4.1. ***2026 First Quarter Water and Wastewater Operational Reports - Paul Sherban, Ontario Clean Water Agency***

Paul Sherban was in attendance and presented the details of the 2026 First Quarter Operational Reports for Water and Wastewater Facilities prepared by Ontario Clean Water Agency.

**MOVED:** Councillor Walden **SECONDED:** Councillor Sangster  
THAT Council receive the 2026 First Quarter Water and Waste Water System Operational Reports presented by Ontario Clean Water Agency as information.  
**CARRIED.**

**4.2. *Consideration of Engineers Report - Smith-Rader Municipal Drain - Stephen Brickman, Headway Engineering***

Stephen Brickman from Headway Engineering was in attendance to present the details of the Smith Rader Municipal Drain report.

**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Whetstone  
THAT Council adopt the report for the Smith-Rader Municipal Drain dated April 30, 2026 as prepared by Headway Engineering; and

THAT provisional By-law 51-2026 receive 1st and 2nd reading; and

THAT the Court of Revision be scheduled for July 13, 2026 at 6:30 pm. **CARRIED.**

**5. CONSENT AGENDA**

Mayor Klopp requested that Deputy Mayor Becker act as Chair, and provided comment on Item 5.9 Resolution - City of Kitchener - Heritage Helping Housing Building Grant. Deputy Mayor Becker chaired the meeting throughout discussion of this item.

**MOVED:** Mayor Klopp **SECONDED:** Councillor Harris  
THAT Council of the Municipality of Bluewater supports the resolution made by the City of Kitchener calling on the Province of Ontario to implement a new housing-focused Heritage Helping Housing Building Grant of \$10 million per year to encourage the creation of additional housing units within heritage buildings.  
**CARRIED.**

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Harris  
THAT Council direct staff to reach out to the Ministry of Transportation regarding an update on Intersection Improvements on Highway 21 at Mill Rd/Cameron St (GWP 3060-22-00) and 'The Square', and to schedule a meeting between Bluewater Council, the MTO and MPP Lisa Thompson. **CARRIED.**

**MOVED:** Councillor Walden **SECONDED:** Councillor Harris  
THAT the June 1, 2026 Consent Agenda items not otherwise dealt with be received for information; and

THAT the May 19, 2026 Council meeting minutes be approved as presented.  
**CARRIED.**

**6. CORRESPONDENCE – FOR ACTION**

***STR Location Limits and Municipal Act Compliance - Tyler Bartelen***

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Walden

THAT the correspondence dated May 14, 2026 from Tyler Bartelen regarding Short Term Rental location limits and Municipal Act Compliance be received for information. **CARRIED.**

***Request for Water at Bayfield Community Fair - Bayfield Agricultural Society***

**MOVED:** Councillor Walden **SECONDED:** Deputy Mayor Becker

THAT the correspondence from the Bayfield Agricultural Society dated May 23, 2026 requesting water at the 170th Bayfield Community Fair be received as information; and

THAT Council direct Municipal Staff to work with Bayfield Agricultural Society to coordinate and facilitate the provision of water for the 170th Bayfield Community Fair. **WITHDRAWN.**

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Harris

THAT the correspondence from the Bayfield Agricultural Society dated May 23, 2026 requesting water at the 170th Bayfield Community Fair be received as information; and

THAT Council direct staff to prepare a report outlining the costs and operational requirements associated with the requested supply of water, including any liability considerations. **CARRIED.**

**7. MANAGEMENT REPORTS**

**7.1. PUBLIC WORKS - D. KESTER**

**7.1.1. *Bayfield 150 Crosswalk Investigation (Report from May 4, 2026)***

**MOVED:** Councillor Harris **SECONDED:** Councillor Whetstone

THAT Council receives the report titled “Bayfield 150 Crosswalk Investigation” for information. **CARRIED.**

**7.1.2. *Bayfield Pedestrian Crossover (PXO) - Update***

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Harris

THAT Council direct staff to include the associated municipal costs for sidewalk installation for the Bayfield pedestrian crossover project on Highway 21 as part of 2027 Staff Presented Budget, pending final design and crosswalk location being provided by MTO, and that staff continue to work with MTO on alternate locations. **CARRIED.**

**7.1.3. *2026 Motor Grader Procurement***

**MOVED:** Councillor Walden **SECONDED:** Councillor Sangster

THAT Council directs Staff to purchase a 2026 John Deere 870P Motor Grader from Brandt Tractor Ltd in the amount of \$622,500 Excluding HST through the Canoe Procurement Group Buying Program. **CARRIED.**

**7.1.4. *Float Trailer Tender Results***

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Walden  
THAT Council defer discussion on the report entitled "Float Trailer Tender Results" to the June 15, 2026 meeting, and that staff obtain more information. **CARRIED.**

**7.1.5. *RFP Award - Water Sanitary and Stormwater Masterplans***

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Harris  
THAT BW-RDS-06-2026 being a request for proposal for Water, Sanitary and Stormwater System Master Plans be awarded to Agile Infrastructure Limited in the amount of \$145,520.00 excluding HST. **CARRIED.**

**7.1.6. *Landfill Study Quotes and Timelines – Hay Landfill (CON 7 S PT LOT 15)***

**MOVED:** Councillor Harris **SECONDED:** Deputy Mayor Becker  
THAT Council accept the report entitled, "Landfill Study Quotes and Timelines - Hay Landfill (CON 7 S PT LOT 15)" as information. **CARRIED.**

**7.2. FACILITIES, PARKS and RECREATION - M. OFF**

**7.2.1. *Village of Bayfield Marina Awarded 2026 Blue Flag Status***

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Sangster  
THAT Council accept the report titled "Bayfield Marina Awarded 2026 Blue Flag Status" for information. **CARRIED.**

**7.2.2. *St. Joseph Shores Property Owners Association - Tennis Court Lease***

**MOVED:** Councillor Walden **SECONDED:** Councillor Whetstone  
THAT Council direct staff to report back on options for retiring the tennis court located at the end of Moore Court in St. Joseph at the conclusion of the current lease agreement in a manner consistent with the Recreation Master Plan; and

THAT the report include an assessment of potential costs, implementation timelines, and options for the future use of the lands, including disposition of land through sale to the St. Joseph Shores Property Owners Association. **CARRIED.**

**7.2.3. *Emergency Evacuation of Identified Municipal Facilities Policy and Procedure***

**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Sangster  
THAT Council pass By-law 56-2026 being a by-law to repeal By-law 17-2023 and adopt an Emergency Evacuation of Identified Municipal Facilities Policy and Procedure, be read a first, second and third time, and finally passed this 1st day of June, 2026. **CARRIED.**

**7.3. FINANCE - M. MCBRIDE**

**7.3.1. Farmland Lease Agreement – 39868 Rodgerville Road, Hensall**  
**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Harris  
THAT By-law 53-2026, being a by-law to enter into an agreement with W.K. Elder & Sons Inc. to rent 32 acres, more or less, of municipal lands within the site located adjacent to the Hensall Lagoons at 39868 Rodgerville Road, be given first, second and third reading and finally passed this 1st day of June, 2026. **CARRIED.**

**7.3.2. Amend Collection Policy**  
**MOVED:** Councillor Sangster **SECONDED:** Councillor Walden  
THAT By-law 52-2026, Being a By-law to Adopt a Collection Policy be given first, second, and third reading and finally passed this 1st day of June, 2026. **CARRIED.**

**7.3.3. Amend and Collect Final Construction Cost for the Wildwood Line Municipal Drain 2024**  
**MOVED:** Councillor Walden **SECONDED:** Deputy Mayor Becker  
THAT By-law 54-2026, being a By-law to repeal By-law 88-2025 and amend By-law 72-2024 to provide for collection of the amended actual costs for the construction of the Wildwood Line Municipal Drain 2024 be given first, second, and third reading and finally passed this 1st day of June, 2026. **CARRIED.**

**7.4. ADMINISTRATION / CORPORATE SERVICES - C. ALEXANDER**

**7.4.1. Cemetery Fees Amendment**

**MOVED:** Councillor Sangster **SECONDED:** Councillor Harris  
THAT By-law 55-2026, being a by-law to amend Schedule H of the 2026 Fees and Charges By-law 120-2025 to establish a cremation disinterment fee be given first, second, third reading and finally passed this 1st day of June, 2026. **CARRIED.**

**8. COUNCILLOR ANNOUNCEMENTS**

Mayor Klopp commented on upcoming Firefighters' Breakfasts.

Councillor Walden thanked the Hensall Firefighters for the breakfast they recently held.

**9. NEW BUSINESS**

***Notice of Motion (Introduction)***

Councillor Sangster introduced a Notice of Motion to be discussed at the next meeting.

[Notice of Motion \(Introduction\) - Submitted by Councillor Sangster](#)

**10. CLOSED SESSION**

The following members of Council and Staff attended the in-camera session: Mayor P. Klopp, Deputy Mayor J. Becker, Councillors S. Harris, T. Hessel, W. Sangster, P. Walden, B. Whetstone, C. Alexander, Acting CAO/Clerk.

**MOVED:** Councillor Sangster **SECONDED:** Deputy Mayor Becker  
THAT Council move into closed session 7:29 pm at pm to discuss one matter pertaining to Municipal Act, 2001 S.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees; and

THAT the Acting CAO/Clerk remain in attendance. **CARRIED.**

Council reconvened in open session at approximately 8:27 pm.

In Closed Session Council discussed one matter pertaining to Municipal Act, 2001 S.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

**11. CONFIRMING BY-LAW**

**MOVED:** Councillor Walden **SECONDED:** Councillor Sangster  
THAT By-law 57-2026, being the June 1, 2026 Council Meeting Confirmatory By-law be read a first, second and third time and finally passed this 1st day of June, 2026. **CARRIED.**

**12. ADJOURNMENT**

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Sangster  
THAT the June 1st, 2026 Council meeting be adjourned at approximately 8:27 pm. **CARRIED.**

# Municipality of *Bluewater*

## Notice of Motion

A Member of Council desiring to introduce a Motion at a Council meeting regarding a matter that would not otherwise be considered at such Meeting, shall:

- a) Prepare the proposed Motion in writing, with a confirmed seconder.
- b) Submit the proposed Motion to the Clerk, at least 3 business days prior to the publication deadline for the regular agenda.
- c) The Clerk shall include the Notice of Motion on the next regular agenda noting the mover and seconder.

Discussion and debate on the motion and final disposition of the item will be at the next scheduled Meeting of Council.

**Date of Submission:** May 21, 2026

**Meeting Date for Consideration:** June 1, 2026

**Moved by:** Councillor Winona Sangster

**Seconded by:** Councillor Scott Harris

**Purpose of Notice:**     New Motion     Reconsideration     Rescind     Amend

**MOTION:**

1. THAT Council of the Municipality of Bluewater initiate a zoning by-law amendment to modify 3.23.4 of the General Provisions section of the zoning by-law to permit a limited number of hens on properties with single detached dwelling units within residential zones for the production of food and/or pets towards dwelling units on the property.
2. THAT Council direct staff to bring forward proposed amendments to the Animal Control By-law to allow for backyard hens within settlement areas on residential properties, including limiting the keeping of roosters.

\_\_\_\_\_  
\_\_\_\_\_

Winona Sangster  
Councillor Name

  
Signature

*A Council member shall only request one Notice of Motion per Council Meeting.*

Notices of Motion not provided in writing at least 3 business days prior to the publication of the regular agenda will not be added to that agenda and will be automatically put over to the next scheduled Council meeting agenda.

# Municipality of *Bluewater*

## MINUTES

### Special Meeting of Council

Monday, June 8, 2026 @ 6:00 PM

Council Chambers, Stanley Complex

#### 1. ROLL CALL and CALL TO ORDER

**PRESENT:** Mayor Klopp, Deputy Mayor Becker, Councillor Groot, Councillor Harris, Councillor Lamport, Councillor Sangster, Councillor Walden, and Councillor Whetstone

**ABSENT:** Councillor Hessel

**STAFF PRESENT:** Jodi Overholt, Executive Assistant/Deputy Clerk

Mayor Klopp called the meeting to order at 6:00 pm.

J. Overholt, Deputy Clerk conducted roll call.

#### 2. DISCLOSURE OF PECUNIARY INTEREST

Disclosure of pecuniary interest and general nature thereof for current meeting.  
None Declared.

Disclosure of pecuniary interest and general nature thereof for previous meeting, if absent for meeting.  
None Declared.

#### 3. CLOSED SESSION

The following members of Council and Staff attended the in-camera session: Mayor P. Klopp, Deputy Mayor J. Becker, Councillors J. Groot, S. Harris, G. Lamport, W. Sangster, P. Walden, B. Whetstone, J. Overholt, Deputy Clerk; Bruce Peever, Anne Lindsay, Tony Haddad (KPMG Representatives)

**MOVED:** Councillor Groot **SECONDED:** Councillor Sangster

THAT Council move into In Camera at 6:03 pm to discuss one matter pertaining Municipal Act, 2001 s.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations (Organizational Structure Review and Recruitment Services - KPMG); and

THAT the Deputy Clerk remain in attendance. **CARRIED.**

Council returned to open session at approximately 7:41 pm.

In Closed Session Council discussed one matter pertaining Municipal Act, 2001 s.239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations (Organizational Structure Review and Recruitment Services - KPMG).

**4. CONFIRMATORY BY-LAW**

**MOVED:** Deputy Mayor Becker **SECONDED:** Councillor Walden  
THAT By-law 58-2026, being the June 8, 2026 Special Council Meeting  
Confirmatory By-law be read a first, second and third time and finally passed this  
8th day of June, 2026. **CARRIED.**

**5. ADJOURNMENT**

**MOVED:** Councillor Harris **SECONDED:** Councillor Sangster  
THAT the June 8, 2026 Special Council meeting be adjourned at approximately  
7:43 pm. **CARRIED.**

**By-law Enforcement Activity – May 2026**

**Recommendation:**

THAT Council receives this By-law Enforcement Activity – May 2026 report as information.

**Background:**

This report briefly summarizes by-law enforcement activity completed by staff and contracted services from Tenet Security Group. Activity Reports are presented monthly.

Activity for May 2026	Total complaints opened	Total complaints closed
Animal Control	1	1
Lot Maintenance	7	0
Open Air Burning	1	1
Property Standards	14	2
Short term rental licensing	2	1
Traffic and Parking	2	1
Zoning	1	1
Beach access stair construction on private property.	1	0
<b>Monthly By-law Activity totals</b>	<b>29</b>	<b>7</b>

The steep increase in property standards complaints is directly related to a focus of efforts on one area of the municipality. Enforcement requires initiating contact with each property owner and working toward a resolution that suits all parties.

The following table shows a comparison in the number of complaints opened in May 2026 and May 2025. The second table shows a comparison in the number of complaints closed in the same period.

Month	Total complaints opened in 2026	Total complaints opened in 2025
May	29	12

Month	Total complaints closed 2026	Total complaints closed 2025
May	7	3

A total of 57 files from 2020 to 2025 are open. Most were opened in 2025. Work is continuing.

By-law Enforcement activities in May included patrols of local beaches. A patrol in Bayfield found two dogs to be leashed. On Waterworks Road, a vehicle parked in a no parking area was ticketed.

In the month of May, a total of six Parking Infraction Notices were issued. Four out of six infractions were issued because vehicles were not parked on the right side of a street where parallel parking is permitted. In most incidences, the By-law Officer was able to also engage and educate the drivers about the municipal by-law.

**Financial Impact:**

The By-law Enforcement Department collected \$658 in unallocated revenue for two swimming pool enclosure permits, two parking tickets and eight dog licenses. This amount was \$652 less than the total revenue collected in May 2025.

Submitted By: Aaron Stewardson, Manager of Development Services | CBO

Prepared By: Nellie Evans, Administrative Assistant, Development Services

Approved By: Chandra Alexander, Acting CAO/Clerk

## Business, Building and Development Activities for May 2026

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### Recommendation:

THAT Council receives the report about Business, Building and Development activities for May 2026 as information.

### Background:

The purpose of this report is to provide Council with information about Business, Building and Development activities in the municipality. These general categories include building permits, short-term rental licensing and land use planning applications. Building permit statistics are also provided to the County of Huron Planning Department (along with planning), Canada Mortgage and Housing Corporation (CMHC), Municipal Property Assessment Corporation (MPAC) and Statistics Canada. This information will inform economic and housing trends in the Municipality of Bluewater.

### Financial Impact:

The Development Services Department collects fees for permits and applications for the delivery of the services listed above on a cost recovery basis. The purpose of building permit fees is to fund activities mandated by the Building Code Amendment, Bill 124. All fees charged by this department are reviewed annually as part of the budget process. For example, Development Charges (DC) are typically collected upon issuance of the first building permit for the development. DCs are a major source of capital infrastructure funding for the municipality.

### Attachments:

1. Business Activities for May 2026
2. Building Activities for May 2026
3. Development Activities for May 2026

Submitted By: Aaron Stewardson, Manager of Development Services | CBO

Concurred By: Lindsay Whalen, Planning Coordinator, Development Services

Prepared By: Nellie Evans, Administrative Assistant, Development Services

Approved for Submission: Chandra Alexander, Acting Chief Administrative Officer | Clerk

### Activities for May 2026

The report below summarizes Business, Building and Development activities for May 2026.



## Business

By-laws relating to licensing short-term rental accommodations do not provide a mandatory timeline for issuance. Staff have applied an internal standard from the beginning. An invoice is issued within 1-2 business days of receiving an application. An application is reviewed for completeness within five business days after receiving the fee. Communication with operators increased dramatically with Cloudpermit. Operators receive notifications of invoices, licenses and messages requesting more information.

In May 2026, 11 short-term rental licenses were issued. The following table shows the application statuses for the month.

Application status	Number of applications	Revenue collected
In review	16	\$20,250
Issued	11	\$8,250
Rejected	2	\$1,500
Submitted	6	\$0
<b>Total</b>	<b>35</b>	<b>\$30,000</b>

One rejected short term rental licence application was appealed. Council heard this appeal and decided to issue the licence. The following table tracks the appeals process by counting rejections and appeals and showing the outcomes as of May 31<sup>st</sup>.

Year	Rejected	Appealed	Issued	Rejection Upheld	Not Appealed
2025	8	4	1	3	1
2026	7	5	4	1	1

### Business Financial Report – May 2026

In May 2026, the municipality collected a total of \$18,000 in short-term rental licensing fees revenue. This represents payment of 24 applications.

The following table shows a comparison in the number of short-term rental licenses issued and associated revenue between May 2026 and May 2025.

Month	2026 Licenses issued	2026 Fees Revenue	2025 Licenses issued	2025 Fees Revenue
May	11	\$8,250	9	\$6,750



## Building

Applications for permits to construct or demolish buildings, on-site sewage systems and plumbing systems must be reviewed and issued or denied within legislated timelines. The chart below shows the number of days to issuance:

Residential permits: 10 days

Buildings less than 600 square metres in area (such as farm and commercial additions): 15 days

Buildings greater than 600 square metres in area (usually barns): 20 days

The following table shows the number of permits issued and the total estimated construction value in May 2026.

Category	Permits issued	Estimated Construction Value
<b>Addition</b>		
Accessory structures	1	\$10,500
<b>Alteration</b>		
Residential building	1	\$50,000
Commercial building	1	\$10,000
<b>Demolish</b>		
Demolition	3	\$406,000
<b>New</b>		
Accessory structures	2	\$110,000
Agricultural	3	\$4,775,000
Plumbing	1	\$4,000
Residential building	4	\$2,250,000
Signs	1	\$14,000
Industrial building	1	\$450,000
<b>Repair</b>		
Plumbing	1	\$2,000
Sewage system	1	\$21,000
<b>Locate/Relocate</b>		
Residential building	1	\$130,000
<b>Replacement</b>		
Sewage system	2	\$590,000
Signs	1	\$500
Temporary structures and uses	1	\$10,000
<b>Total</b>	<b>25</b>	<b>\$8,833,000</b>

The following table shows a comparison in the number of permits and total estimated construction value between May 2026 and May 2025.

Month	2026 Permits issued	2026 Estimated Construction Value	2025 Permits issued	2025 Estimated Construction Value
May	25	\$8,833,000	41	\$7,390,310

The following table shows a comparison in the number of inspections between May 2026 and May 2025.

Month	2026 Inspections	2025 Inspections
May	146	162

#### Building Financial Report- May 2026

Month	2026 Permit Fees	2025 Permit Fees	Change Year to Year
May	\$60,927.88	\$72,160.47	-\$11,232.59

#### Development Charges Financial Report - May 2026

Month	Total 2026 DCs	Total 2025 DCs	Change Year to Year
May	\$37,337.30	\$123,613.22	-\$86,275.92



## Development

Land use planning shapes our community. Good planning encourages participation and leads to orderly growth. Staff brings together property owners, developers and other agencies for fulsome discussions prior to submission of applications.

### May 2026

Planning Category	Approved	In circulation	Rejected	Submitted	Total Fees
Consent	4				\$0.00
Encroachment	1		1		\$0.00
Site Plan Control	1			1	\$510.00
Minor Variance				2	\$2240.00
Official Plan Amendment	1				\$0.00
Community Improvement Program Grant	1				\$0.00
<b>Grand Total</b>					<b>\$2750.00</b>

## **Fire Prevention Officer Activity – November 2025 to May 2026**

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### **Recommendation:**

THAT Council receive the report titled, 'Fire Prevention Officer Activity – November 2025 to May 2026' as information.

### **Background:**

In November 2025, the Municipality of Bluewater entered into an agreement with the Municipality of South Huron for Fire Prevention Officer Services. As a result, Michael Herbert was appointed as the Fire Prevention Officer for the Municipality of Bluewater. This agreement is scheduled to terminate on December 31, 2026.

As per the identified FPO Work Plan (November 2025 – December 2026), this report provides Council with a summary of fire prevention activities undertaken in the Municipality of Bluewater from November 2025 to May 2026. During this reporting period, fire prevention efforts were focused on fire inspections and public education provided in the course of those inspections.

During the reporting period, fire prevention activities focused on inspections and inspection-based public education. A total of 68 inspections were completed between November 2025 and May 2026. Prior to 2026, Bluewater typically conducted inspections only in response to complaints or requests, with a three-year average of eight inspections per year. Having a Fire Prevention Officer available to inspect, educate, and engage with residents and building owners has allowed the Fire Chief to focus more time on day-to-day operations, mandatory certification, training, regulations, health and safety, and other departmental responsibilities. For the municipality, the Fire Prevention Officer supports a balanced and responsible fire protection model by helping meet prevention and education responsibilities, supporting safer development and occupancy practices, strengthening relationships with residents and businesses, and providing the Fire Chief and Council with better information for decision-making. This proactive approach helps reduce community risk and improve the overall effectiveness of the fire service.

### **Inspection Activity and Public Education**

#### **Public Education During Inspections**

Inspections provided a direct opportunity to deliver fire safety education to property owners and occupants. Education provided during inspections included reminders respecting smoke alarm maintenance, new carbon monoxide alarm requirements, means of egress, housekeeping practices, and the identification of common fire hazards. These discussions supported increased awareness and encouraged corrective action where required.

#### **Inspection Activity and Risk Reduction**

Inspection activity during the reporting period supported ongoing risk reduction through the identification of fire safety concerns, the promotion of compliance, and the encouragement of timely corrective action where required. Bluewater facilities were inspected first as part of the Fire

Department's proactive inspection process. Follow-up items identified through these inspections were provided to the Manager of Facilities for review. Many items have already been addressed, while others are being incorporated into regular maintenance planning or the Facilities budget forecast where required.

A total of 68 inspections were completed across a range of occupancy classifications. Of the 68 inspections 10 properties had no violations, 20 properties had less than 3 violations 10 of which have contacted us they have completed repairs, and the remaining having 3 or more violations. This demonstrates the need for a robust inspection program. Inspections also supported direct engagement with occupants and property representatives, contributing to improved understanding of fire safety expectations and the reduction of preventable risk.

The following chart identifies the number of inspections completed according to the work plan:

<b>Occupancy Group</b>	<b>Number of Properties</b>	<b>Performance Target</b>	<b>Completed to Date</b>
Vulnerable Occupancies	2	<ul style="list-style-type: none"> <li>• To be completed yearly on the schedule already in place</li> <li>• Mandatory annual inspection</li> </ul>	1
Assembly Occupancies (Schools, Church's, Halls)	28	<ul style="list-style-type: none"> <li>• To be completed December 2026</li> <li>• Recommended annual inspection</li> </ul>	14
Commercial Buildings with Residential Occupancies	220	<ul style="list-style-type: none"> <li>• Complete 1 monthly</li> </ul>	23
Industrial/Commercial	81	<ul style="list-style-type: none"> <li>• Complete 1 monthly</li> <li>• All with flammable or combustible completed yearly</li> </ul>	30

## Priorities

- Continue proactive inspection activity to identify and reduce fire safety risks.
- Provide consistent fire safety education during inspections.
- Promote timely corrective action where deficiencies are identified.
- Support ongoing compliance through inspection follow-up and education.

This work supported the identification of fire safety concerns, improved awareness among property owners and occupants, and contributed to the reduction of preventable fire risk in the community. inspections are working on bringing properties into compliance and making Bluewater a safer place to work and live.

## Financial Impact:

Funds for FPO services were included in the Fire Department budget as a carry forward from previous budgets. \$50,000 was budgeted, funded equally in the 2024 and 2025 operating budgets. \$3,534.31 was spent in 2025 on FPO services, leaving \$46,465.69 available to be used in 2026 for FPO services.

Costs for FPO services have been received up to March 31, 2026. The 2026 amount remaining for FPO services is \$42,129.31. This amount is expected to change when the Q2 FPO service invoice is received.

As per the agreement, the 2025 hourly rate of pay is \$90 plus a 5% administration fee and mileage will be invoiced as per CRA milage rates. The annual rates will be adjusted each year by the Consumer Price Index Rate (Ontario CPI as of September 30th of the prior year). The 2026 rate with Ontario CPI will be \$91.80.

**Attachments:**

- By-law 107-2025 – Fire Prevention Officer Services Agreement with South Huron
- By-law 108-2025 – Fire Prevention Officer Appointment
- FPO Work Plan

Submitted By: Dave Erb, Fire Chief

Concurred By: Maggie McBride, Manager of Finance/Treasurer

Maggie Off, Manager of Facilities

Approved for Submission: Chandra Alexander, Acting CAO/Clerk

# The Corporation of the Municipality of Bluewater

## By-Law Number 107 - 2025

Being a By-law to authorize the Corporation of the Municipality of Bluewater to enter into an Agreement with the Corporation of the Municipality of South Huron for Fire Prevention Officer Services

**Whereas** the Municipal Act, 2001, S.O. 2001, c.25 as amended, provides under section 8(1) that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern their affairs as they consider appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** the Municipal Act, 2001, S.O. 2001, c.25 as amended provides under Section 11 that a municipality may pass by-laws regarding the health, safety and well-being of persons; and

**Whereas** the Fire Protection and Prevention Act, 1997 provides under Section 2 that a municipality shall establish a public education program with respect to fire safety and certain components of fire prevention.

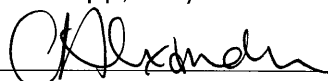
**Now therefore** The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT the Corporation of the Municipality of Bluewater enter into an agreement with the Corporation of the Municipality of South Huron for Fire Prevention Officer Services in accordance with the terms and conditions outlined in the Agreement attached hereto as Schedule A and forming part of this by-law.
2. THAT the Mayor and Clerk are authorized to sign and execute, on behalf of the Corporation of the Municipality of Bluewater the Agreement with the Corporation of the Municipality of South Huron.
3. THAT this By-law shall come into effect on the date of passing.

By-law read a first and second time this 3rd day of November, 2025.

By-law read a third time and finally passed this 3rd day of November, 2025.

  
\_\_\_\_\_  
Paul Klopp, Mayor

  
\_\_\_\_\_  
Chandra Alexander, Clerk

This Agreement made in triplicate this 3rd day of November, 2025.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON**  
(Hereinafter "South Huron")

Of The First Part

**AND**

**THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER**  
(Hereinafter "Municipality")

Of The Second Part

**WHEREAS** the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, (hereinafter "**FPPA**") establishes fire safety standards for equipment, systems, buildings, structures, lands and premises. The objective of the FPPA is to maintain and, wherever possible, enhance the safety of buildings and facilities by providing fire officials with additional information to improve decisions respecting Fire Code compliance;

**AND WHEREAS** fire protection services include by definition among other things, fire suppression, fire prevention and fire safety education;

**AND WHEREAS** the FPPA further requires each municipality to establish, among other things, a program which includes public education with respect to fire safety and certain components of fire prevention;

**AND WHEREAS** the FPPA, by section 2 (4), provides that two or more municipalities may appoint a community fire safety FPO or a community fire safety team or establish a fire department for the purpose of providing fire protection services in those municipalities;

**AND WHEREAS** section 2 (5) of the FPPA provides that a municipality may enter into an agreement with another municipality to provide fire protection services as set out in the agreement to lands or premises situated outside the territorial limits of the municipality, and receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended ("**Municipal Act**"), contemplates and provides for agreements between municipalities for the provision of services that each such municipality is required to deliver and provide within their own territorial limits;

**AND WHEREAS** South Huron employs and has appointed a Fire Prevention Officer (FPO) qualified to provide, among other things, fire prevention and fire safety services as required by the FPPA;

**AND WHEREAS** the Municipality wishes to retain the Fire Prevention Officer (FPO) of South Huron to perform certain fire prevention and fire safety services within its territorial limits as more particularly identified in Schedule "A" to this Agreement;

**AND WHEREAS** South Huron is prepared to facilitate provision of such fire prevention and fire safety services to the Municipality through its Fire Prevention Officer (FPO) and, further thereto, South Huron and the Municipality have agreed upon the terms and conditions set out in this Agreement for the provision of fire prevention and fire safety services to the Municipality;

**NOW THEREFORE**, in consideration of payment of the sum of FIVE DOLLARS (\$5.00) now paid by to Municipality to South Huron in fulfilment of the agreements, promises, and covenants herein contained, the receipt and/or sufficiency of which consideration is hereby acknowledged, the Parties hereto agree, and covenant as follows:

## 1.0 Recitals

1.1 The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

## 2.0 Definitions

2.1 “**FPO**” means the Fire Prevention Officer as may be appointed from time to time by South Huron.

2.2 “**Providing Fire Chief**” means the Fire Chief for the Municipality of South Huron.

2.3 “**Receiving Fire Chief**” means the Fire Chief for the Municipality of Bluewater.

2.4 “**Municipality**” means the Municipality of Bluewater.

## 3.0 Appointment

3.1 In all respects required at law, the Municipality shall appoint a Fire Prevention Officer for Bluewater subject to the terms and conditions of this Agreement.

## 4.0 Duties

4.1 As the FPO for the Municipality of Bluewater, the FPO shall perform the duties set out in Schedule “A” of this Agreement.

## 5.0 Limitation on Service Hours

5.1 The Parties agree that there shall be a limitation on the hours of service to be performed by the FPO on behalf of the Municipality. (i.e. 8:30am-4:30pm Monday to Friday) If consultation is required outside of these hours, billing will be at the normal rate as set out in Schedule “B” of this Agreement.

5.2 The FPO shall, on a regular basis, update the Providing and Receiving Fire Chief on the fire prevention activities being conducted in the Municipality.

## 6.0 Supervision/Reporting

6.1 The FPO is an employee of South Huron and is therefore subject to its administration. When the FPO is providing services for the Municipality the FPO shall report to the Receiving Fire Chief who will then be responsible for providing regular reporting of the FPO’s activities to the Council of the Municipality.

## 7.0 Records

7.1 The FPO shall create and maintain written records detailing the FPO’s work performed and the hours of work for or on behalf of the Municipality in fulfillment of the duties set out in Schedule “A” attached to this Agreement (“**Records**”).

7.2 The Records referred to in section 7.1 above shall be maintained by the Municipality in accordance with its retention policies and protocols and the *Municipal Freedom of Information and Protection of Privacy Act* (“**MFIPPA**”).

## 8.0 Compensation/Invoicing

8.1 For the services provided and duties performed by the FPO under this Agreement, the Municipality shall compensate South Huron at the rates set out on Schedule “B” attached to this Agreement.

8.2 South Huron will render an invoice quarterly to the Municipality for all services provided and expenses incurred by the FPO in performance of duties set out in this Agreement during the prior three (3) calendar months and shall be calculated in accordance with the rates set out in Schedule “B” hereto, plus any applicable disbursements and taxes (“**Invoice**”). If a

renewal of this agreement is exercised, the invoicing would be quarterly, i.e. April, July, October and year end.

8.3 Upon written request from the Municipality, South Huron shall deliver to the Municipality a full accounting of the hours in performance of the services and/or duties on behalf of the Municipality for the prior month/s.

8.4 The Municipality shall pay South Huron the full amount of any Invoice by the noted due date.

8.5 The payment of any Invoice does not prejudice the right of the Municipality to subsequently challenge the amount of such invoice or any part thereof or the payment made in relation thereto.

8.6 Any challenge of an Invoice by the Municipality shall be made in writing to South Huron within fifteen (15) business days upon receipt of the Invoice.

#### 9.0 Term

9.1 Subject to any early termination set out in section 10, the Term of this Agreement shall be from the date of the fully executed agreement and ending on December 31, 2026.

9.2 Provided the Municipality is not in default under this Agreement, the Municipality shall have the option to renew this Agreement at the end of the Term (the "**Initial Term**") for a period of one year from and after the expiry of the Initial Term on the same terms and conditions ("**Renewal Term**"). If the Municipality wishes to exercise its option to renew, the Municipality shall provide written notice to South Huron at least thirty (30) days prior to the expiry of the Initial Term ("**Option to Renew Period**").

#### 10.0 Early Termination

10.1 Subject to section 10.2 below, either Party to this Agreement may terminate this Agreement for any reason upon providing a minimum of Ninety (90) calendar days' written notice to the other Party, any such early termination shall be effective without any compensation or liability.

10.2 Notwithstanding the provisions set out in section 10.1 above, South Huron may terminate this Agreement in writing at any time upon providing reasonable notice where practicable in the event that it no longer employs the Fire Prevention Officer for the Municipality, such early termination shall be effective without compensation or liability.

#### 11.0 Insurance / Save Harmless

11.1 Throughout the term of this Agreement and in relation to the actions and activities of the FPO for the Municipality, South Huron, at its sole expense to the satisfaction of the Municipality, shall obtain and maintain insurance coverages, including but not limited to liability insurance coverage, in accordance with its insuring practices for its own employees, servants, agents, consultants, and contractors, including but not limited as to perils covered, policy limits, deductibles, and exclusions and at all times providing that the Municipality shall be named as additional insured under the terms of such policy or policies but only with respect to the services provided by South Huron to the Municipality and any claims arising therefrom.

#### 11.2 **General Liability Insurance**

11.2.1 General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include the Municipality as an additional insured with respect to the Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability, and personal injury.

#### 11.3 **Non-owned Automobile Coverage**

11.3.1 Non-owned Automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage.

#### 11.4 **Medical Malpractice Insurance**

11.4.1 Medical Malpractice coverage with a limit of not less than \$5,000,000. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above .

#### 11.5 **Automobile Liability Insurance**

11.5.1 Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$2,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

11.5.2 Without prejudice to the obligations of insurance as set forth in section 11.1 above, the Municipality agrees to hold harmless and indemnify South Huron, including but not limited to its Mayor, Councillors, administration, staff, employees, consultants, agents, contractors, sub-contractors, servants, and/or FPO ("**South Huron Parties**") and such indemnification shall include the respective heirs, executors, administrators, successors and assigns of the South Huron Parties, as the case may be, for and in respect of all claims, causes, causes of action, demands, suits, debts, dues, administrative proceedings, judgments, and/or costs, including legal costs, suffered or incurred by any such person or persons or combination thereof as arising from or in any way connected with or related to any act or omission by the FPO while performing the duties as FPO for the Municipality under this Agreement, providing at all times that the FPO was performing those duties acting in good faith and in accordance with applicable best practices and the FPO's abilities, experience, and education.

11.5.3 South Huron shall take out and keep in force Errors and Omissions insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from the fire inspection services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Municipality. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by South Huron at South Huron's sole expense.

#### 11.6 **Primary Coverage**

11.6.1 South Huron's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

11.6.2 All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation

11.6.3 Certificates of Insurance evidencing coverage as outlined above shall be provided to all parties within 10 days of signing the agreement. Municipality will be added as an additional insured only with respect to this agreement or with respect to the role of the FPO as outlined in this agreement. This is not to be a blanket coverage and Municipality cannot be added to all policies as an Additional Insured (ie. Automobile insurance).

#### 12.0 Indemnification

12.1 The Municipality of South Huron shall not be liable to the Municipality of Bluewater or any other person or entity for any liability, claim, damage, cost, suit or action in respect of any property damage or personal injury, including death, howsoever caused relating in any way whatsoever to the provision of or failure to provide fire prevention services by the Fire Prevention Officer or arising directly or indirectly from this agreement except where any damage or injury is due solely to the Municipality of South Huron's gross negligence or that of

its officers, employees or agents. The provisions of the Act respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this agreement.

12.2 The Fire Prevention Officer of the Municipality of South Huron is and shall remain an employee of the Municipality of South Huron notwithstanding any provision of this agreement and are not, and shall not be deemed to be agents or employees of the Municipality of Bluewater for any purpose.

### 13.0 Miscellaneous

13.1 Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by electronic mail or facsimile transmission, to the parties at the following address:

Municipality of South Huron  
322 Main Street South,  
PO Box 759  
Exeter, ON  
N0M 1S6

Municipality of Bluewater  
14 Mill Ave,  
Zurich, ON  
N0M 2T0

or such other address of that the Parties have advised, in writing, and any such notice so delivered shall be deemed good and sufficient notice under the terms of this Agreement.

13.2 Nothing in this Agreement shall relieve the Parties from compliance with all applicable municipal by-laws, laws, policies, and/or regulations having jurisdiction over such matter.

13.3 This Agreement, including any schedule annexed hereto and forming a part hereof, sets forth all the covenants, promises, agreements, terms, conditions, and understandings between the Parties and there are no other covenants, promises, agreements, conditions or understandings, either oral or in writing, between them with respect to the matter hereinafter addressed other than as set forth in this Agreement. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless set out in writing and signed by the Parties. It is further understood and agreed that all of the agreements, terms, conditions and provisions contained in this Agreement are to be construed as covenants on the part of the Party so agreeing to them.

13.4 The failure of either Party at any time to require performance by the other Party in respect of any matter addressed in this Agreement shall in no way affect a Party's right to enforce such obligation nor shall the waiver by either Party of the performance of any obligation set out in this Agreement be taken or be held to constitute a waiver of the performance of the same or any other obligation set out in this Agreement at a later time. Both Parties retain its rights under the applicable law(s) to enforce this Agreement.

13.5 Time shall be of the essence in this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and the time shall be determined to remain of the essence of this Agreement notwithstanding any extension of any time limit.

13.6 This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

13.7 The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

13.8 This Agreement shall be construed with all changes in number and gender as may be required by the context.

13.9 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

13.10 The Parties agree that all covenants and conditions contained in this Agreement shall be severable and that, should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining conditions and covenants and the remainder of the Agreement shall remain valid and not terminated thereby.

13.11 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereto irrevocably attorn to the exclusive jurisdiction of courts located in Goderich, Ontario, Canada.

13.12 This Agreement shall enure to the benefit and shall be binding upon each of the Parties hereto and their respective heirs, executors, administrators, estate trustees, successors and assigns.


13.13 Each of the Parties hereto shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances, and things as may be required or necessary to implement and carry out the true intent and meaning of this Agreement.

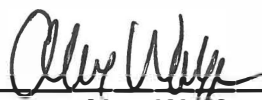
13.14 This Agreement may be executed in counterparts and delivered by facsimile transmission or e-mail, and when each party has executed and delivered a counterpart, each such counterpart shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed effective as and from the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

The Corporation of the Municipality of South Huron

per:   
Name: **George Finch**  
Position: **Mayor**

per:   
Name: **Alex Wolfe**  
Position: **Municipal Clerk**

We have authority to bind the corporation

The Corporation of the Municipality of Bluewater

per: \_\_\_\_\_  
Name: **Paul Klopp**  
Position: **Mayor**

per: \_\_\_\_\_  
Name: **Chandra Alexander**  
Position: **Municipal Clerk**

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Signed, Sealed and Delivered  
In the Presence of

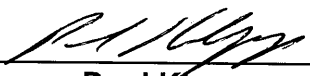
The Corporation of the Municipality of South Huron

per: \_\_\_\_\_  
Name: **George Finch**  
Position: **Mayor**

per: \_\_\_\_\_  
Name: **Alex Wolfe**  
Position: **Municipal Clerk**

We have authority to bind the corporation

The Corporation of the Municipality of Bluewater

per:   
Name: **Paul Klopp**  
Position: **Mayor**

per:   
Name: **Chandra Alexander**  
Position: **Municipal Clerk**

We have authority to bind the corporation

## **SCHEDULE "A"**

### **Fire Prevention and Inspection**

- Comment on development and building permit applications from a fire services perspective at the request of the Chief Building Official or designate
- Carry out inspections to ensure compliance with the Ontario Fire Protection and Prevention Act and its regulations along with applicable sections of the Ontario Building Code, municipal by-laws related to fire protection, and other related codes and standards
- Identify violations and facilitating and/or order corrective action
- Assist in providing data for fire crews in preparation of preplans
- Prepare and provide to Municipality all required records, reports, statistics, correspondence and other material as related to fire inspections/prevention operations
- Perform all of the duties of an assistant to the Fire Marshal, as prescribed by the Fire Protection and Prevention Act, 1997 (FPPA)
- Evaluate, approve, and enforce fire safety plans
- Respond to enquiries from staff, the general public, business owners/operators on fire safety related matters
- Provide witness testimony on behalf of the municipality for provincial or criminal court as to fire related matters

### **Miscellaneous**

- FPO to update fire prevention and inspection information into the Receiving Municipality's report management system for Fire Inspections, i.e. FirePro.

**SCHEDULE "B"**

Fire Prevention Officer/FPO Service	At the hourly rate of pay of \$90.00/hour plus a 5% administration fee.
Fire Prevention Officer/FPO Vehicle - actual	Per CRA mileage rate

**Note: The annual rates will be adjusted each year by the Consumer Price Index Rate (Ontario CPI as of September 30<sup>th</sup> of the prior year)**

# The Corporation of the Municipality of Bluewater

## By-Law Number 108 – 2025

Being a By-law to appoint a Fire Prevention Officer

**Whereas** Section (4) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 states that a municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by-laws enacted in accordance with this section are being complied with; and

**Whereas** Council of the Municipality of Bluewater deems it expedient to appoint a Fire Prevention Officer to assist with fire inspections.

**Now therefore** The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT Michael Herbert be appointed as Fire Prevention Officer for the Corporation of the Municipality of Bluewater.
2. THAT this By-law shall come into effect on the date of passing.

By-law read a first and second time this 3<sup>rd</sup> day of November, 2025.

By-law read a third time and finally passed this 3<sup>rd</sup> day of November, 2025.

  
\_\_\_\_\_  
Paul Klopp, Mayor

  
\_\_\_\_\_  
Chandra Alexander, Clerk

## FIRE PREVENTION OFFICER WORK PLAN (November 2025 – December 31, 2026)

**Purpose:**

This workplan outlines the activities, inspection priorities, and compliance objectives for the Fire Prevention Officer (FPO) contracted to provide inspection and enforcement services to the Municipality of Bluewater under the Fire Protection and Prevention Act, 1997 (FPPA) and the Ontario Fire Code (O.Reg 213/07).

This plan will reduce fire risk through timely inspections and enforcement; ensure compliance with provincial legislation and provide consistent, risk-based inspection coverage given the limited available work hours (2 days per month).

**Legislative Framework:**

All inspections and enforcement activities are conducted under the following authorities:

- Fire Protection and Prevention Act, 1997 (FPPA)
- Ontario Fire Code (O. Reg. 213/07)
- Municipal By-laws

**Inspection Prioritization Criteria:**

The FPO is currently projected to work a maximum of 28 days for the duration of the agreement. Inspection scheduling will be based on risk level rather than occupancy count.

As buildings vary in complexity, it is difficult to provide a firm estimate on the number of inspections that may be completed during this time frame. Currently, approximately 10 inspections are occurring annually on a request or complaint basis. It is estimated that the FPO would inspect approximately 2-4 structures per day, dependent on size and complexity, infractions, and completion of required reporting. An emphasis will be placed initially on education.

**Work Plan: Fire Prevention Officer**

Objective	Performance Target
Bluewater owned properties (30)	<ul style="list-style-type: none"> <li>• To be completed by April 2026</li> <li>• Focus on Bluewater owned properties to ensure municipal compliance first</li> </ul>

Vulnerable Occupancies (2 properties)	<ul style="list-style-type: none"> <li>To be completed yearly on the schedule already in place</li> <li>Mandatory annual inspection</li> </ul>
Assembly Occupancies (Schools, Church's, Halls) (28 properties)	<ul style="list-style-type: none"> <li>To be completed December 2026</li> <li>Recommended annual inspection</li> </ul>
Commercial Buildings with Residential Occupancies (220 properties)	<ul style="list-style-type: none"> <li>Complete 1 monthly</li> </ul>
Industrial/Commercial (81 properties)	<ul style="list-style-type: none"> <li>Complete 1 monthly</li> <li>All with flammable or combustible completed yearly</li> </ul>
Submit semi -annual summary report to Council	<ul style="list-style-type: none"> <li>June and December</li> </ul>

**OFM Suggested inspection Criteria:**

**High Risk (inspect annually or as required)**

- Vulnerable occupancies (care, care and treatment, and retirement homes)
- Industrial occupancies with flammable or combustible processes
- Assembly occupancies with high occupant load (schools, halls, theatres, churches)
- Occupancies with outstanding Fire Code orders or prior violations
- Complaint-based or referred inspections

**Moderate Risk (inspect every 2–3 years or as resources permit)**

- Multi-unit residential buildings (apartments, condos, boarding houses)
- Commercial occupancies with fire alarm/suppression systems (restaurants, retail, offices)
- Buildings recently renovated or with change of occupancy

**Low Risk (inspect periodically or as needed)**

- Single-family dwellings and small residential buildings
- Low-hazard storage, low-occupancy buildings, or those with good compliance history

**Priority Adjustment Factors**

- Complaint or request for inspection → automatically becomes High Risk.
- New construction or renovations → inspection required prior to occupancy.
- Re-inspection required following any Fire Code order issues.

**Enforcement Procedures:**

- Inspection** – Conduct per FPPA s. 19.

2. **Determine Compliance** – Reference applicable Fire Code sections.
3. **Education**- Discuss compliance issues and how to mediate
4. **Issue Order** – If non-compliance found, issue Fire Code Order per FPPA s. 21(1).
5. **Re-Inspection** – Follow up within 30–90 days to verify compliance.
6. **Escalation** – If not corrected, pursue further enforcement (prosecution, cost recovery, or closure).
7. **Documentation** – Maintain a record of all actions taken for audit and liability protection.

### **Documentation and Record-Keeping:**

The FPO shall maintain:

- A master inspection log (Excel tracker) showing each property, inspection date, risk level, findings, orders issued, and compliance status
- Copies of all inspection reports and Fire Code orders issued
- Re-inspection reports and supporting photos or notes
- Annual summary report to the Fire Chief
  - Total inspections conducted (by risk level)
  - Number of orders
    - issued and complied with
    - Outstanding issues and recommendations for next year

### **Reporting & Review:**

- **Bi-Monthly Summary:** Brief update to Fire Chief (email or memo) on inspections completed and orders issued.
- **Semi-annual Summary:** submitted to Council
- **Annual Summary:** Submitted in December, including inspection statistics, compliance data, and recommendations.
- **Continuous Improvement:** Review findings annually to refine risk categories, inspection intervals, and workload projections.

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

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

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

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



234-2026-1746

June 1, 2026

On May 25, 2026, our government introduced the proposed [Protecting Ontario's Streets and Communities Act, 2026](#) (Bill 119). Through this legislation, we are proposing new tools to address zoning by-law contraventions which respond to recommendations and requests from municipal leaders. The proposed *Planning Act* changes, if passed, would enable municipalities to use an administrative monetary penalty (AMP) system for zoning by-law contraventions which relate to land uses that are not permitted.

We are interested in receiving your comments on these proposed changes. Comments can be made through the Environmental Registry of Ontario Posting [026-0558](#) Proposed Planning Act Changes (Schedule 7 of Bill 119 - *Protecting Ontario's Streets and Communities Act, 2026* ) from May 26, 2026, to June 25, 2026. The government invites you to review the [Environmental Registry of Ontario and Regulatory Registry of Ontario](#) links provided above and share any feedback you may have.

If you have any questions, please reach out to my Director of Stakeholder Relations, Caucus Affairs and Public Appointments, Tanner Zelenko at [tanner.zelenko@ontario.ca](mailto:tanner.zelenko@ontario.ca).

I look forward to continued collaboration with you to address these and other important issues facing our communities.

Sincerely,

A handwritten signature in blue ink that reads "Robert J. Flack".

Hon. Robert J. Flack

Minister of Municipal Affairs and Housing

c. The Honourable Graydon Smith, Associate Minister of Municipal Affairs and Housing

Robert Dodd, Chief of Staff Minister's Office

Matthew Rae, Parliamentary Assistant, Municipal Affairs and Housing

Laura Smith, Parliamentary Assistant, Municipal Affairs and Housing

Brian Saunderson, Parliamentary Assistant, Municipal Affairs and Housing

Martha Greenberg, Deputy Minister, Municipal Affairs and Housing

David McLean, Assistant Deputy Minister, Municipal Affairs and Housing

Laurie Miller, Assistant Deputy Minister, Municipal Affairs and Housing

Sean Fraser, Assistant Deputy Minister, Municipal Affairs and Housing

Municipal Chief Administrative Officers

May 29, 2026

Please be advised that during the regular Council meeting of May 26, 2026 the following resolution regarding the Better Regional Governance Act was carried.

**RESOLUTION NO.** 2026-246

**DATE:** **May 26, 2026**

**MOVED BY:** **Councillor MacNaughton**

**SECONDED BY:** **Councillor Branderhorst**

**WHEREAS** electoral representation is the keystone of Canadian democracy; and,

**WHEREAS** the Better Regional Governance Act, 2026 (Act) received royal assent on May 7th; and,

**WHEREAS** the Act allows the provincial government to interfere with shape and composition of certain local and regional governments in Ontario without consultation, clear rationale or democratic process; and,

**WHEREAS** the Act allows the Minister of Municipal Affairs and Housing, without consultation, clear rationale, or democratic process to appoint or vacate heads of council; and

**WHEREAS** the Act allows any appointed, non-elected head of council to have the voting rights of an elected mayor which may include strong chair powers; and

**WHEREAS** these changes are part of a series of anti-democratic decisions that undermine municipal authority and centralize local decision making at the province;

**THEREFORE BE IT RESOLVED** that Prince Edward County Council, in solidarity with the impacted municipalities, urge the Province to recommit to local democracy, empower municipalities to determine their own composition, and restore the requirement that all local governments and regional council members including regional chairs be directly elected by their communities to ensure heads of council remain directly accountable to local voters; and,

**THAT** Council urge the province to restrict any further changes or expansion of the Act in any way that could undermine the democratic vigour of any additional municipality; and,

**THAT** this resolution be forwarded to Premier Doug Ford, the Minister of Municipal Affairs and Housing Rob Flack, and Member of Provincial Parliament, Tyler Allsop; and

**THAT** this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor MacNaughton, Councillor Branderhorst



May 29, 2026

Please be advised that during the regular Council meeting of May 26, 2026 the following resolution seeking support for sustainable funding for Public Health Units was carried.

**RESOLUTION NO. 2026-244**

**DATE: May 26, 2026**

**MOVED BY: Councillor Roberts**

**SECONDED BY: Councillor Nieman**

**WHEREAS** Ontario public health units and agencies provide a vital service to Ontarians that keeps people healthy, out of hospitals and out of the acute care system;

**WHEREAS** rural-urban equity in Ontario's public healthcare delivery is essential for a thriving provincial economy that keeps people at work and contributing;

**WHEREAS** Ontario's public health units & agencies sector has received a mere 1% in its annual budget increase from Queen's Park since 2018, a sum significantly below inflation and real-world cost increases;

**WHEREAS** public health faces steadily increasing demands, such as a 231% increase in respiratory outbreaks supported in Ontario's long-term care homes, hospitals, and retirement homes since 2018, as well as a 637% increase in Infection Prevention & Control complaints follow-ups;

**WHEREAS** according to the Association of Municipalities of Ontario (AMO), municipalities across Ontario spend close to \$4 billion on health despite receiving less than \$2 billion in provincial grants, and Canada's Constitution Act 1867 clearly asserts provincial responsibility for health;

**WHEREAS** Ontario consistently ranks at the bottom for provincial health spending per capita, at \$876 below the average of other provinces using 2022-2023 data;

**WHEREAS** 60% of Ontario's hospitals are overwhelmed and in dire operating deficits, yet the Canadian Public Health Association asserts that investment in Ontario public health's preventative and health promotion initiatives delivers a 4:1 return on investment, for example, for every dollar spent on upstream public health vaccine immunization of children, \$16 in downstream hospital and primary health care costs are saved;

**WHEREAS** municipalities are being asked to shoulder an escalating percentage of public health unit costs while also asked to solve complex social determinates of health such as rural homelessness and food insecurity but with limited revenue tools;

**WHEREAS** the province and federal governments continue to collect significant revenue from local/municipal property transactions through the Land Transfer Tax and Goods & Services Tax;

**NOW THEREFORE BE IT RESOLVED THAT** The Council of the Corporation of the County of Prince Edward requests:

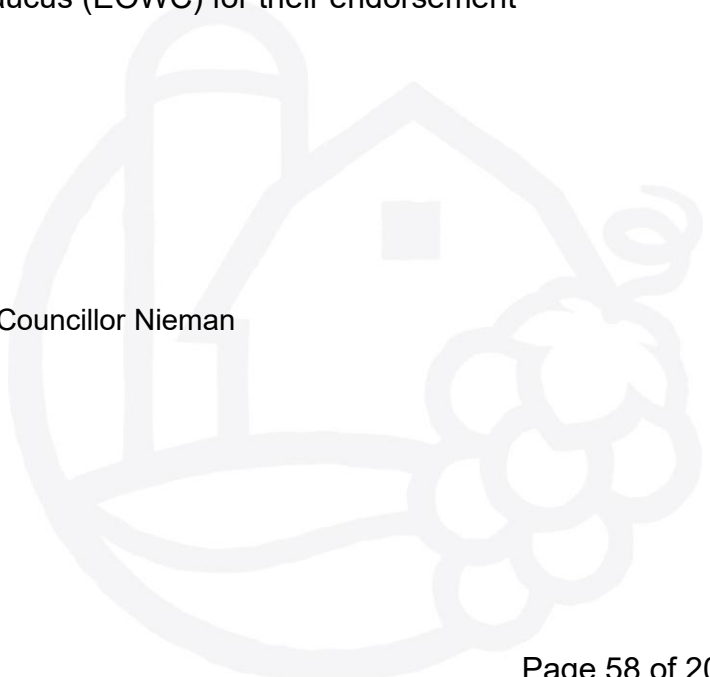
1. **THAT** the Provincial Government redistribute a portion of the Land Transfer Tax to municipalities to address public health funding gaps and the rising % share of municipal contributions to public health units;
2. **THAT** when the province announces its new Ontario Public Health Standards, it also commits to minimum annual funding increases tied to Ontario's consumer price inflation, currently holding at 2.4%;
3. **THAT** this resolution be forwarded to Prime Minister Mark Carney, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, Bay of Quinte Member of Parliament, Chris Malette, and Member of Provincial Parliament, Tyler Allsop; and
4. **THAT** this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) Rural Ontario Municipal Association (ROMA) and the Eastern Ontario Wardens' Caucus (EOWC) for their endorsement and advocacy.

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor Nieman



June 4, 2026

Mayor and Members of Council  
Municipality of Bluewater

Supplemental Formal Request for Council Direction:  
Public Disclosure of Legal Review Regarding STR Location Limits

Dear Mayor and Members of Council,

This is a supplemental formal request further to the correspondence presented at the June 1, 2026 Council meeting regarding the location limits in section 5.1 of Bluewater's Short-Term Rental Licensing By-law.

The May 14, 2026 formal request asked Council to either remove the abutting-property restriction and 15% street cap from the STR Licensing By-law, or obtain an independent external legal review and written legal opinion confirming that these location-based licence refusals are authorized under the Municipal Act, 2001.

At the June 1 meeting, Councillor Harris asked whether the legal process was discussed when the location limits were added to the STR Licensing By-law. I have also been advised by staff that Council received legal advice during the creation of the licensing by-law, but that the advice could not be disclosed to me.

In light of that information, this supplemental request asks Council to provide clear public direction regarding the legal advice, legal review, and legal opinions received to date in relation to the STR Licensing By-law and the location limits specifically.

Specifically, this is a request that Council direct staff to make public all legal advice, legal opinions, legal reports, legal memoranda, or written legal conclusions received to date in relation to:

1. The STR Licensing By-law generally;
2. The location limits in section 5.1 specifically, including the abutting-property restriction and the 15% street cap;
3. Municipal Act, 2001, s.153(1), which states that a municipality shall not refuse to grant a business licence by reason only of the location of the business; and
4. Municipal Act, 2001, s.153(3), regarding businesses that were lawfully carried on at a location when the licensing by-law came into force.

If Council has received legal advice concluding that the location limits comply with the Municipal Act, that conclusion should be made available to the public. The community should not be expected to accept that the location limits are enforceable based only on a general statement that legal advice was received, especially where the by-law continues to deny otherwise compliant STR licence applications based on location.

If Council is not prepared to make the prior legal advice, legal reports, or written legal opinions public, this request asks Council to publicly confirm the following:

1. Whether the specific location limits in section 5.1 were reviewed by a municipal-law lawyer;
2. Whether the review specifically considered Municipal Act, 2001, s.153(1);
3. Whether the review specifically considered Municipal Act, 2001, s.153(3);
4. Whether Council received a written legal opinion addressing the enforceability of the abutting-property restriction and the 15% street cap; and
5. Whether that legal advice concluded that the location limits are enforceable under the Municipal Act.

This supplemental request is made in addition to the prior request that Council either remove the location limits or obtain an independent external legal review and written legal opinion from a municipal-law lawyer confirming that the location-based licence refusals are authorized under the Municipal Act, 2001, with the written opinion or a public summary of its conclusions made available to the community.

The issue remains a threshold legal authority question. Council has discretion to regulate STRs, but Council must still act within the authority granted by provincial legislation. If Bluewater intends to continue enforcing location-based licence refusals, Council should publicly identify the legal authority supporting those refusals or obtain independent legal confirmation that they are enforceable.

Given the expected annual STR review, this supplemental correspondence respectfully requests that Council place this matter on the next available Council agenda and provide clear direction by resolution before or as part of the annual review.

Sincerely,

Tyler Bartelen

# NOTICE OF STUDY COMMENCEMENT

## Intersection Improvements on Highway 21 at Mill Rd/Cameron St (GWP 3060-22-00) and 'The Square' (GWP 3084-21-00)

### Detail Design and Class Environmental Assessment Study

#### THE STUDY

The Ontario Ministry of Transportation (MTO) has retained Parsons Inc. ('Parsons') to undertake the Detail Design and Class Environmental Assessment (EA) Study (the Project) for intersection improvements on Highway 21 at Mill Rd/Cameron St and at 'The Square'. The Study Area is located within the Community of Bayfield in the Municipality of Bluewater and the County of Huron. The proposed improvements include the implementation of a signalized intersection at Highway 21 and Mill Rd / Cameron St, and the installation of a new pedestrian crossing along Highway 21 near The Square.

#### THE PROCESS

This Project is following the approved planning process for a Group 'C' project under the *Class Environmental Assessment for Provincial Transportation Facilities and Municipal Expressways, 2024 (Class EA)*. Consultation will be ongoing throughout the project.

As part of the EA process, the Project Team will review design options and develop the detail design for the signalized intersection and pedestrian crossing. A Transportation Environmental Study Report (TESR) will be completed to document the EA process, consultation undertaken, existing conditions, design options, the Recommended Plan, environmental impacts and mitigation measures. The TESR will be made available for a 30-day comment period.

#### COMMENTS

There is an opportunity for public input throughout this Project. If you wish to submit comments or be added to the project contact list, please visit the project website ([www.hwy21-bayfield.com](http://www.hwy21-bayfield.com)) or contact one of the following project team members by June 26, 2026:

**Andrew Fox, P. Eng.**

Parsons Project Manager

1223 Michael Street North, Ottawa, ON K1J 7T2

Telephone: 613-691-1894

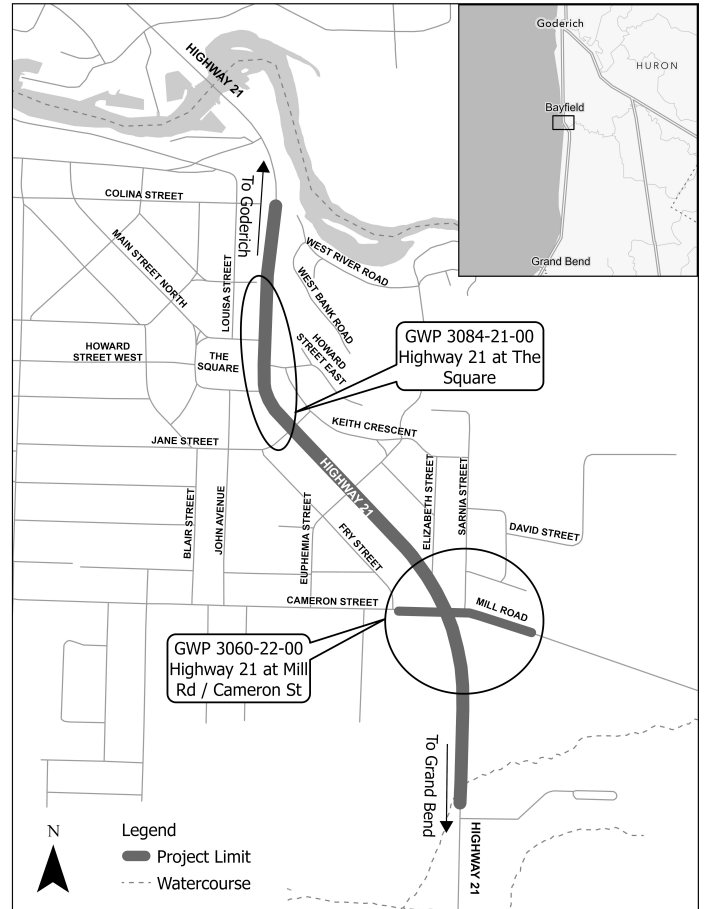
Email: [contact@hwy21-bayfield.com](mailto:contact@hwy21-bayfield.com)

**Bojan Otomancek**

MTO Senior Project Manager

659 Exeter Rd, London, ON N6E 1L3

Telephone: 226-926-5702



If you have any accessibility requirements in order to participate in this project, please contact one of the Project Team members listed above. Comments and information are being collected to assist the MTO in meeting the requirements of the *Ontario Environmental Assessment Act*. Information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act*. All comments will be maintained on file for use during the study and, with the exception of personal information, may be included in study documentation and become part of the public record.



## PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

**Phone:** 519.524.8394 Ext. 3 **Fax:** 519.524.5677 **Toll Free:** 1.888.524.8394

Ext. 3

[www.huroncounty.ca](http://www.huroncounty.ca)

To: Municipality of Bluewater Council

From: Sarah Smith, Planner

Date: June 10, 2026

**Re: Update to Bluewater Zoning By-law - Removal of Holding Language Specific to Bayfield Settlement Area**

---

### RECOMMENDATION

It is recommended that Bluewater Council initiate a housekeeping update to the Bluewater Zoning By-law specific to holding language in the Bayfield Settlement Area and direct staff to circulate the draft amendment for public review under the Planning Act.

### PURPOSE AND EFFECT

The purpose of this amendment is to remove holding language specific to the Bayfield Settlement Area that was previously imposed due to servicing and allocation constraints. In recent years, these constraints have been driven by limited reserve sewage capacity within the Bayfield Settlement Area at the Bayfield Wastewater Treatment Facility (WWTF). Provincial Policy direction supports a broader range of housing options and forms—such as duplexes, triplexes, fourplexes, and Additional Residential Units (ARUs)—within fully serviced settlement areas, including the Villages of Zurich, Hensall, and Bayfield. However, the ability to implement these housing forms in Bayfield has been restricted due to limited sewage capacity and allocation at the WWTF. As a result, many otherwise permitted uses were subject to holding language, pending upgrades to the WWTF.

At this time, the Municipality has completed upgrades to the WWTF. Staff have been advised the project has achieved Substantial Performance and is now considered operational. As a result, additional capacity and allocation are available at the facility, allowing uses previously restricted by holding provisions to be permitted within the Village of Bayfield. With improvements now securing additional capacity and allocation to support increased density, the removal of these holding provisions is warranted.

A draft of the proposed Zoning Bylaw Amendment will be circulated, amended in response to public feedback received during the consultation process, and fully reviewed with Council at the time of the Public Meeting.

### SUMMARY OF PROPOSED AMENDMENTS

The proposed amendments include the following changes by designation/zone:

*Highway Commercial Zone (C3) and Core Commercial Zone (C4):*

1. Remove Bayfield specific holding language on dwelling units in combination with any permitted use provided they are located above the ground floor and/or to the rear of the main commercial use.

*Residential Low Density Zone (R1):*

1. Remove Bayfield specific holding language for semi-detached, duplex, triplex, and converted dwellings;
2. Remove Bayfield specific holding language for bed and breakfast establishments;
3. Remove Bayfield specific holding language for Additional Residential Unit(s);
4. Remove Bayfield Residential Special Zone R1-27 and related provisions, with map amendments as necessary;
5. Clarification on Additional Residential Units (ARU) being permitted on fully serviced parcels.

*Residential Medium Density Zone (R2):*

1. Remove Bayfield specific holding language for rowhouse and multiple units;
2. Remove Bayfield specific holding language for bed and breakfast establishments.

*Heritage Residential Zone (HR1):*

1. Remove Bayfield specific holding language for Additional Residential Unit(s).

Additional zoning and/or mapping changes, as deemed necessary through the final review and draft by-law process, may be incorporated and will be identified for Council as part of the formally circulated amendment.

**PUBLIC CONSULTATION & COMMUNICATION**

June/July 2026	Advertisement in Local Newspapers, Municipal Website, Social Media
August 10, 2026	Public Meeting at Regular Council Meeting. Council may make a decision or direct staff to make further changes.

The draft amendment will be posted on the municipal website, advertised as per Planning Act requirements in the local newspapers, and promoted via the Municipality's social media channels.

Sincerely,



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Sarah Smith, Planner MCIP RPP

## Short Term Rental Licensing By-law Annual Review

### Recommendation:

THAT Council receive the Short-Term Rental Licensing By-law review report as information.

### Background:

Staff have conducted a review of the Short-Term Rental Licensing By-law. The last review was completed in November 2024. Staff have reviewed By-law 68-2023, as amended, against activity of the past year. No changes are recommended by Staff at this time.

### Discussion:

The chart below shows the number of applications received each year from 2023 to 2026 as of May 31<sup>st</sup>.

Year	Applications Received	Application Variance
2023	213	-
2024	207	-6
2025	194	-13
2026	78	n/a
<b>TOTAL</b>	<b>614</b>	<b>-19</b>

The chart below shows the number of licenses issued each year from 2023 to 2026 as of May 31<sup>st</sup>.

Year	Licenses Issued	License Variance
2023	194	-
2024	193	-1
2025	184	-9
2026	38	n/a
<b>TOTAL</b>	<b>571</b>	<b>-10</b>

### Public Registry

In June 2025, Council passed By-law 61-2025, which amended the existing licencing by-law by inserting section 5.7 requiring certain information to be on a public registry. The registry has been updated monthly and published on the municipal website each month since July 2025. Citizens, including prospective buyers and their agents, are actively viewing the online registry and occasionally have additional questions for staff. The creation of a public registry has been beneficial to the public, as they are more informed when contacting staff for confirmation of licence eligibility.

### Processes

The use of Cloudpermit has created a user-friendly system that allows applicants to copy and access

the licence information including forms and plans they have submitted annually, reducing their time in applying. Each licence holder receives electronic reminders to renew. The reminders are automatically sent from Cloudpermit 90 days and 30 days prior to expiry of the licence. Users have become familiar with the program and find the renewal process to be easier. The communication sent out automatically from Cloudpermit keeps the applicants and operators informed of licence status.

Year	Average # of days - submission to issuance	Average # of days - invoice to payment	# of Active Licences
2024	16	7	n/a
2025	23	4	171
2026	21	4	43
Notes	*as of May 31, 2026	*as of May 31, 2026	Jan 1, 2025 to May 31, 2026 (no duplicates)

Please note: the days from invoice to payment are included in the days from submission to issuance.

**Enforcement:**

By-law enforcement is complaint based, followed by a preliminary investigation and contacting the property owner. The first step toward achieving compliance is education. Complaints about properties under the short-term rental licensing by-law typically require more time. The type of concerns received regarding STRs is listed below; however, staff do note that enforcement complaints directly related to STRs have decreased, which may be attributed to the licencing program.

At the direction of Council, staff had been using purchased software to scour STR listings. As of November 2025, the program had found 545 advertisements for short-term rentals within municipal borders. Some of these are duplicate advertisements where an operator has a property listed on multiple websites or some are advertisements that are no longer listed. It is an increase over the year before which only had 498 listings and indicates an increase of STR rentals. The scouring software provided a good base of operator advertisements to view and collected all the information from the listing sites, including average rental price, photos, owner information, operator information, reviews and locations.

Per council’s direction at the September 18<sup>th</sup>, 2023, meeting, the use of the scouring software ceased in November 2025. All of the information collected over the 18-month period is still fully accessible to Development Services and By-law Enforcement staff. Currently Tenet Security Group is directed to review and search for unlicensed STRs during slower times.

STR-related complaints	2024	2025	2026
Operating without a licence	52	14	2
Noise	4	2	1
Parking (# of vehicles, parked at beach access)	1	1	0
Garbage on the beach	1	1	0
Exceeding permitted occupancy	1	2	0
Septic System concern	1	0	0
Garbage at road or bins out early	1	1	0

Driving (speeding)	3	0	0
Use of STR contrary to permitted occupancy	0	1	1
Large # of people	0	2	0
Fire pit too close to lot line	0	0	1
<b>Total</b>	<b>64</b>	<b>24</b>	<b>5</b>

Since the start of the program in mid-June 2023, one licence was issued four demerit points. One fine was issued to a licenced property for non-compliance with the permitted occupancy. No licenses were revoked because of cumulation of by-law violations. Several fines were issued for operating without a licence.

### Occasional Licencing

In June of 2025, a letter was received from a group of local real estate agents which asked Council to consider an occasional STR licence.

Council passed the following resolution:

**MOVED:** Councillor Lamport **SECONDED:** Deputy Mayor Becker  
*THAT Council direct Staff to bring forward a report on the feasibility of occasional Short Term Rental License, as suggested by correspondence entitled, Summary of Meeting held May 20, 2025, between Council Members and Local Real Estate Agents as submitted by local Realtors Brian Coombs, Jenna Coombs, Diane Snell, Mark Pedlar & Kathy Dawson, and that the report come forward during the by-law review period in fall of 2025. CARRIED*

Since that date a second request was submitted by Wayne and Sara Gascho. These requests seek to allow for owners to rent their properties on certain dates or a limited number of times during the year. Both proposals are attached to the report.

The creation of a limited occasional licence would require changes to the current licencing by-law. Currently sections 5.1 a) and b) state no STR licence can be granted to properties abutting another property with an STR licence or when the street exceeds 15% of the properties abutting it. An occasional licenced property would still meet the definition of an STR, and these clauses would apply.

Further, the Development Services team does not know when rentals are happening and does not track each STR rental. Without the use of scouring software, by-law enforcement staff would need to monitor websites 24/7 to ensure that properties were not obtaining a lesser licence to avoid other requirements.

Implementing an occasional licence that does not need to comply with the requirements of section 5.1 would permit all properties to obtain a licence for the number of times chosen in a year. Council originally implemented the rules in section 5.1 to find a balance for the maximum number of rentals within community and subdivisions, excluding existing STRs. Public engagement sessions heard concerns from the Bayfield area of multiple properties adjacent to each other being rented by larger groups. The goal and intent of the licencing by-law are to protect the area as a community and not become an investment strategy.

Development Services staff do not feel that implementing an occasional licence would be beneficial with the existing requirements in the licencing by-law. If it's Council's choice to remove the

requirements within section 5.1., an occasional licence would not be required as all properties could obtain licences.

**By-law Limitations and Restrictions**

Since the implementation of the licencing by-law, Council has received communication regarding the limitation/restriction articles of the by-law.

Currently articles 5.1 and 5.2 of the by-law state:

*5.1. Subject to section 5.2, no Short-Term Rental Licence shall be granted to any Person in respect of a Short-Term Rental where either or both of the following conditions exist:*

*a) There is a Licensed Short-Term Rental abutting the Premises for which the Short-Term Rental Licence is being sought; and/or*

*b) The number of Short Term-Rental Licensed Premises exceeds 15.0% of all Premises fronting on the street for which the Short-Term Rental Licence fronts and is being sought.*

*5.2. The limitation in section 5.1 does not apply if:*

*a) the Person can demonstrate to the satisfaction of the Manager that the Person operated a Short-Term Rental on the Premises during the period from April 30, 2022, to May 1, 2023; or*

*b) the Person appeals pursuant to section 9.1 of this by-law and Council decides that notwithstanding section 5.1, the general intent and purpose of this by-law would be maintained by granting a Short-Term Rental Licence to the Person.*

During development of the licensing by-law, Council reviewed the by-law and included provisions to limit the number of licences within the municipality. Article 5.2 allows for an existing property that was being rented as an STR to still obtain a licence without any limitations. There remain numerous properties legally abutting that still maintain a licence and numerous streets which have more than 15% of the properties legally operating.

Article 9.1 of the licencing by-law states applicants can appeal when licences are rejected due to limitation requirements. In 2025 (4) and 2026 (5) a total of nine appeals were heard by Council specifically towards licences denied due to limitation requirements which exceeded the 15% on a street and/or the property abutted another STR licence property. Of the nine appeals, six licences were granted by Council to be issued a licence to operate an STR.

**Financial Impact:**

The financial impact of the short-term rental program includes fees, fines and other expenses. The chart below compares anticipated fines revenue to actual fines revenue for each year of the short term rental licensing program from 2023 to May 31, 2026.

Year	# of Fines	Anticipated Fines Revenue	Actual Fines Revenue
2023	0	\$0	\$0
2024	4	\$1,875	\$700

2025	3	\$2,670	\$0
2026	1	\$610	\$0
<b>TOTAL</b>	<b>7</b>	<b>\$4,545</b>	<b>\$700</b>

The chart below compares program revenue and expenses from 2023 to May 31<sup>st</sup>, 2026. Currently the fees for the STR licencing program reflect cost of staff resources (time, software) required to operate the program. An occasional or owner occupied licence takes the same amount of staff time and resources to review.

<b>Short Term Rental Licensing Program</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026 as of May 31</b>
<b>Revenue Type - Short Term Rental License*</b>	\$156,750.00	\$126,625.00	\$144,750.00	\$47,250.00
<b>Revenue Type - Fines</b>	-	\$700.00	-	
<b>Total Revenue</b>	<b>\$156,750.00</b>	<b>\$127,325.00</b>	<b>\$144,750.00</b>	<b>\$47,250.00</b>
<b>Expense Type - Materials - Scouring Software</b>	-	\$16,120.00	\$11,881.50	N/A
<b>Expense Type - Materials - Licensing Software (Cloudpermit)</b>	\$16,637.76	\$13,584.96	\$13,584.96	\$14,000.00
<b>Expense Type - Legal</b>	\$667.04	\$6,146.30	\$3,259.90	\$0.00
<b>Expense Type - By-law Enforcement</b>	\$20,900.00	\$26,037.96	\$28,285.36	\$11,174.08
<b>Expense Type - Wages (Dev. Services only)</b>	\$14,904.42	\$13,289.40	\$42,712.05	\$5,723.85
<b>Total Expenses</b>	<b>\$53,109.22</b>	<b>\$75,178.62</b>	<b>\$99,723.77</b>	<b>\$11,174.08</b>
<b>Net Impact</b>	<b>\$103,640.78</b>	<b>\$52,146.38</b>	<b>\$45,026.23</b>	<b>\$36,075.92</b>
<b>Notes*</b>				
1) Refunds issued (amounts shown at right)	-	\$5,175.00	\$2,250.00	\$1,800.00

During the 2025 year, better documentation practices allowed staff to calculate the time spent on STRs more accurately. Using these figures above, with 195 applications reviewed and 180 licences issued in 2025, the cost per licence is calculated between \$600.00 and \$650.00. The cost of Council's time during appeals or staff resources from the Finance or the Clerks Departments in their support of these processes is not included in these costs.

There is no additional cost associated with any enforcement provided by the OPP. It is expected that the cost of the licensing module for Cloudpermit will go up by 1.5% to 2% this year.

Staff may be recommending a reduction of the STR licencing fees for 2027 during the Fees and Charges by-law updates. The expected new fee may be between \$600.00 and \$650.00 per licence.

### Attachments:

1. Consolidated Short Term Rental Licensing By-law
2. June 2024, Anna Marie Dalton-Needles
3. May 25th, 2026, STR email from Gascho
4. May 14, 2026, STR Location Limits and Municipal Act Compliance – Bartelen

5. June 16, 2025, Summary of Meeting between Council Members and Local Real Estate Agents

Submitted By: Aaron Stewardson, Manager of Development Services | CBO

Prepared By: Aaron Stewardson, Manager, and Nellie Evans, Administrative Assistant, Development Services

Approved for Submission: Chandra Alexander, Acting CAO | Clerk

# Municipality of *Bluewater*

## **SHORT TERM RENTAL BY-LAW CONSOLIDATION**

This document is a consolidation of the Short Term Rental By-law 68-2023 and subsequent amendments to that By-law. This compilation is convenience for administrative purposes and does not represent true copies of the by-laws it contains. Any legal interpretation of this document should be verified with the Municipal Clerk.

This Consolidated Short Term Rental By-law contains the following amendments:

By-law 88-2023 – September 18, 2023

By-law 61-2025 – June 2, 2025

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# The Corporation of the Municipality of Bluewater

## By-Law Number 68 – 2023 (amended by By-law 88-2023, 61-2025)

Being a By-law to License, Regulate and Govern the Operation of Short-Term Rentals

**WHEREAS** subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act*") provides that a municipal power shall be exercised by by-law; and

**AND WHEREAS** section 9 of the *Municipal Act* provides that a *Municipality* has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act; and

**AND WHEREAS** pursuant to section 11 of the *Municipal Act*, Council is exercising its authority in the interest of health and safety, well-being of persons, consumer protection, and nuisance control; and

**AND WHEREAS** pursuant to the provisions of Part IV of the *Municipal Act*, the Council of the Corporation of the Municipality of Bluewater may provide for a system of licences with respect to businesses;

**AND WHEREAS** subsection 151(1) of the *Municipal Act* provides that a municipality may provide for a system of licences with respect to business and may:

- a) Prohibit the carrying on or engaging in the business without a licence;
- b) Refuse to grant a licence or revoke or suspend a licence;
- c) Impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- d) Impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a licence;
- e) Impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- f) License, regulate or govern real and Personal Property used for the business and the Persons carrying it on or engaged in it;

**AND WHEREAS** subsection 151(5) of the *Municipal Act* provides that subsection 151(1) applies with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9 and 11 as if it were a

system of licences with respect to a business.

**AND WHEREAS** section the *Municipal Act* establishes rules for the delegation of a municipality's powers and duties;

**AND WHEREAS** the Council for the Corporation of the Municipality of Bluewater is of the opinion that the delegation of legislative powers under this by-law to the Manager including without limitation the power to issue and impose conditions on a licence are powers of a minor nature having regard to the number of people, the size of the geographic area and the time period affected by the exercise of the power, in accordance with subsection 23.2(4) of the *Municipal Act*;

**AND WHEREAS** sections 390 to 400 of the *Municipal Act* authorize a municipality to pass by-laws imposing fees or charges for services or activities provided or done by it or on behalf of it;

**AND WHEREAS** section 436 of the *Municipal Act* authorizes a municipality to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not there is compliance with a by-law, a direction or order, or a condition of a licence;

**AND WHEREAS** section 429 of the *Municipal Act* provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the *Municipal Act*;

**AND WHEREAS** section 444 of the *Municipal Act* provides that the municipality may make an order requiring the person who contravened the by-law or cause or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

**AND WHEREAS** the Council for the Corporation of the Municipality of Bluewater has deemed it necessary and desirable to regulate the Short-Term Rental of property in the Municipality of Bluewater;

**AND WHEREAS** the Municipality of Bluewater has implemented a system to licence the operation of the Short-Term Rental properties in the Municipality of Bluewater;

**Now therefore** he Council of the Corporation of the Municipality of Bluewater enacts as follows:

## **1.0 Definitions**

**Address** means the words and numbers describing the location of a building or place, including a number, street name, municipality, and postal code.

<b>Agent</b>	means a <i>Person</i> duly appointed by the <i>Owner</i> to act on their behalf.
<b>Applicant</b>	means the <i>Person</i> applying to register the building or structure as a <i>Short-Term Rental</i> under this by-law, and “Application” has a corresponding meaning.
<b>Bed and Breakfast Establishment</b>	has the same meaning as “bed and breakfast establishment” in the current municipal Zoning By-law.
<b>Bedroom</b>	means a room or area used, designed, equipped, or intended for sleeping and as permitted and described by the <i>Building Code</i> .
<b>Building Code or Building Code Act</b>	means the <i>Building Code Act, 1992, S.O. 1992, c. 23</i> , as amended, and any regulation made under it, including the <i>Building Code, O. Reg. 332/12</i> , as amended.
<b>Business</b>	means any business wholly or partly carried on with the <i>Municipality</i> even if the business is being carried on from a location outside the <i>Municipality</i> , and includes trades and occupations, exhibitions, concerts, festivals, and organized public amusements; the sale or hire of goods or services on an intermittent or one-time basis; and the display of samples, patterns or specimens of goods for the purpose of sale or hire.
<b>Council</b>	means the Council for the Corporation of the Municipality of Bluewater.
<b>Dwelling</b>	means a place of residence with one or more <i>Habitable Rooms</i> containing a separate kitchen and bathroom facilities for private use as a single housekeeping unit.
<b>Habitable Room</b>	means a room within a <i>Dwelling</i> designed to provide living, dining, sleeping, bathroom, or kitchen accommodation for individuals. This definition shall not include any private garage, carport, cellar, unheated porch or veranda, unfinished attic, unfinished basement, or any space used for the service and maintenance of a <i>Dwelling</i> or for vertical travel between storeys.
<b>Licensee</b>	means a <i>Person</i> licensed under this by-law or a <i>Person</i> required to be licensed under this by-law.
<b>Manager</b>	means the Manager of Development Services or designate.
<b>Market</b>	means to offer for rent, promote, canvass, solicit, advertise, or facilitate a <i>Short-Term Rental</i> , but does not include the mere provision of a neutral space or location for such in newspapers, bulletin boards, or online.
<b>Municipality</b>	means the Corporation of the Municipality of Bluewater. “Municipal” has

a corresponding meaning.

- Occupancy** means the maximum number of *Renters* in a *Short-Term Rental* at any given time.
- Officer** means any *Person* authorized by the *Municipality* to enforce by-laws and includes a Municipal law enforcement officer appointed to enforce the by-laws of the *Municipality* or a police officer while in a course of their duties.
- Owner** means a *Person* who is on title as an owner of a building or parcel of land identified on the parcel register from the Land Registry Office.
- Owner-occupied Short-Term Rental** means a *Short-Term Rental* being offered in a primary *Dwelling* where the *Owner* or *Tenant* is permanently residing and includes a *Bed and Breakfast Establishment*.
- Person** means an individual, a corporation, a partnership, and an association, and without limiting the generality of the foregoing, includes an *Owner*, *Tenant*, or an *Applicant* seeking to register a *Short-Term Rental* under this by-law, as the context requires.
- Premises** means any place, premises or location, or part thereof, in which a trade, *Business* or occupation of *Short-Term Rental* is carried on.
- Renter** means any *Person* occupying the *Short-Term Rental* by way of concession, permit, lease, licence, rental agreement, or similar commercial arrangement.
- Renter's Code of Conduct** means a document that has been prepared by the *Owner* that has been approved by the *Municipality* that sets out the roles and responsibilities of the *Renter*, including behavioral expectations as they relate to non-disturbance, and which identifies applicable *Municipality* by-laws that the *Renter* must comply with including the provisions of this by-law as they relate to, among other things, the Parking Management Plan, *Occupancy* limits, noise, etc.
- Responsible Person** means an *Agent* or representative of an *Owner* or *Tenant*, if applicable, who is responsible for managing or addressing issues in relation to the *Short-Term Rental*.
- Revoked** means a *Short-Term Rental Licence* that has been declared null and void by the *Manager*.

**Short-Term Rental** means all or part of a legally established *Dwelling* that operates or offers a place of temporary residence, lodging or occupancy by way of a rental agreement or similar commercial transaction for a period of less than thirty (30) consecutive nights throughout all or any part of a calendar year, but does not include an *Owner-occupied Short-Term Rental*, motel, hotel, hospital, campground, couch surfing or other short-term accommodations where there is no payment.

**Short-Term Rental Licence** means the certificate issued under this by-law as proof of licensing under this by-law.

**Suspended** means a *Short-Term Rental Licence* that is temporarily inactive until such time as set out by the *Manager* or by *Council*, and “Suspension” has a corresponding meaning.

**Tenant** means the *Person* responsible for and/or in possession of the *Premises* under a long-term lease.

## 2.0 Prohibitions

2.1. No *Person* shall *Market*, operate or permit a *Person* to *Market*, operate a *Short-Term Rental* or hold themselves out as being licensed to operate a *Short-Term Rental*:

- a) Without a *Short-Term Rental Licence* to do so issued under this by-law;
- b) Under any other name than the one endorsed on their *Short-Term Rental Licence*;
- c) Except in accordance with this by-law and the regulations set out in this by-law; and/or
- d) While the *Short-Term Rental Licence* is *Suspended* or *Revoked* under the provisions of this by-law;
- e) Except in accordance with the terms and conditions of their *Short-Term Rental Licence*.

2.2. No *Person* shall *Market*, operate, or provide a *Short-Term Rental* in:

- a) Any structure or *Dwelling* other than a *Habitable Room*;
- b) A motor vehicle or trailer;
- c) An unlawful residential unit;

- d) Community housing;
- e) A boat;
- f) A building or unit where *Short-Term Rentals* have been prohibited under this section of the by-law;
- g) A *Dwelling* where a *Short-Term Rental Licence* has not been issued.

2.3. No Person shall:

- a) Transfer or assign a *Short-Term Rental Licence*;
- b) Obtain a *Short-Term Rental Licence* by providing mistaken, false, or incorrect information;
- c) Enjoy a vested right in the continuance of a *Short-Term Rental Licence*, and upon the issue, renewal, cancellation or suspension thereof, the *Short-Term Rental Licence* shall be the property of the Corporation of the Municipality of Bluewater;
- d) Obstruct or permit the obstruction of an inspection pursuant to this by-law;
- e) Operate more than one *Short-Term Rental* unit per *Premises*.

### 3.0 Administration

3.1. The administration of this by-law is assigned to the *Manager* who shall generally perform all the administrative functions conferred upon them by this by-law, and without limitation may:

- a) Receive and process all applications for *Short-Term Rental Licences* under this by-law;
- b) Issue *Short-Term Rental Licences* in accordance with the provisions of this by-law;
- c) Impose terms and conditions on *Short-Term Rental Licences* in accordance with this by-law and as necessary to give effect to this by-law;
- d) Refuse to issue or revoke or suspend a *Short-Term Rental Licence* in accordance with this by-law.

## 4.0 Registration Requirements

4.1. Every application for an existing *Short-Term Rental Licence* shall be made to the *Manager* on the forms provided by the *Manager*. Without limitation, every application for a *Short-Term Rental Licence* shall include the following:

- a) Payment of the applicable licensing fee, as set in the *Municipality's* current fees and charges by-law.
- b) A completed application form that will include each *Owner, Applicant* and/or *Agent's* name, municipal *Address* of the *Short-Term Rental*, telephone number, and email address;
- c) The names and *Addresses* of each member of the partnership as well as the name under which the partnership intends to carry on business, if the *Applicant* is a partnership;
- d) A copy of proof of ownership of the property on which the *Short-term Rental* is situated, which may include a copy of the transfer/deed, a copy of the parcel register from the Land Registry Office, and/or such other evidence as may be required by the *Manager*;
- e) Proof that the *Applicant* is at least eighteen (18) years of age, if the *Applicant* is an individual;
- f) An *Owner's* written authorization permitting the *Applicant* or *Agent* to act on their behalf;
- g) Contact name and phone number for the *Responsible Person*;
- h) If a *Tenant*, the consent of the *Owner* of the property;
- i) Proof that the corporation is legally entitled to conduct business in Ontario, if the *Applicant* is a corporation, including but not limited to:
  - i. Articles of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or of the Government of Canada, and
  - ii. A certified copy of an annual return which contains a list of all shareholders of the corporation;
- j) A photograph of the front of the *Short-Term Rental* taken from the street;
- k) Proof insurance which includes a liability limit of no less than two million

dollars (\$2,000,000.00) per occurrence for property damage and bodily injury and identifies that a *Short-Term Rental* is being operated on the *Premises*.

- l) A site plan, drawn to scale and fully dimensioned, of the *Short-Term Rental Premises* including the location, dimensions and surfacing of parking area, landscaping, all buildings, or structures on the land including decks, septic tank and septic bed dimensions, fire pits and well locations (if applicable).
- m) A Parking Management Plan for the *Short-Term Rental*, in accordance with this by-law and to the satisfaction of the *Manager*, showing the required number of spaces as set in section 5.3.
- n) The requested *Occupancy* for the *Short-Term Rental*, in accordance with this by-law and to the satisfaction of the *Manager*;
- o) The licence number of any current or previously licensed *Short-Term Rental Licence*.
- p) A Plan indicating all rooms and spaces for Fire Safety including a layout of the interior of the *Short-Term Rental* with locations for all smoke alarms, carbon monoxide alarms, location of fire extinguishers and all exits.
- q) Proof of septic system maintenance, inspections, and pump-out servicing within the last five (5) years.
- r) A sworn declaration from each and every *Owner*, and if there is a *Tenant*, by the *Owners* and the *Tenant* that:
  - i. They understand their responsibilities as a *Licensee*;
  - ii. The *Premises* is used primarily for residential purposes;
  - iii. The *Owner* and *Tenant*, if applicable, will comply with the Parking Management Plan;
  - iv. The *Short-Term Rental* is in compliance with the *Building Code Act, 1992* and any regulation made under it, or any revisions made thereto, including the *Building Code*;
  - v. The *Short-Term Rental* is in compliance with the *Fire Protection and Prevention Act, 1997*, and any regulations made under it, or any revisions made thereto, including the *Fire Code*;
  - vi. The *Owner* and *Tenant*, if applicable, confirms they will require each *Renter* to abide by the *Renter's Code of Conduct*; and
  - vii. The *Owner* and *Tenant*, if applicable, confirms the accuracy,

truthfulness, and completeness of the information submitted;

- viii. The *Owner* and *Tenant*, if applicable, confirms that they will maintain liability insurance as required through this by-law while the *Short-Term Rental* is being operated as a *Short-Term Rental*.

4.2 Every *Person* licensed under this by-law shall, at all times:

- a) Comply with the regulations contained in this by-law,
- b) Notify the *Manager* in writing within 10 days of any changes to the information provided pursuant to section 4.1 of this by-law.

## 5.0 General Regulations

5.1. Subject to section 5.2, no *Short-Term Rental Licence* shall be granted to any *Person* in respect of a *Short-Term Rental* where either or both of the following conditions exist:

- a) There is a *Licensed Short-Term Rental* abutting the *Premises* for which the *Short-Term Rental Licence* is being sought; and/or
- b) The number of *Short Term-Rental Licensed Premises* exceeds 15.0% of all *Premises* fronting on the street for which the *Short-Term Rental Licence* fronts and is being sought.

5.2. The limitation in section 5.1 does not apply if:

- a) The person has applied for a licence prior to September 30, 2023; and
- b) the *Person* can demonstrate to the satisfaction of the *Manager* that the *Person* operated a *Short-Term Rental* on the *Premises* during the period from April 30, 2022, to May 1, 2023; or
- c) the *Person* appeals pursuant to section 9.1 of this by-law and *Council* decides that notwithstanding section 5.1, the general intent and purpose of this by-law would be maintained by granting a *Short-Term Rental Licence* to the *Person*.

5.3A Parking Management Plan shall comply with the following requirements:

- a) The number of parking spaces permitted for the *Short-Term Rental* is based upon the number of approved spaces and existing permitted spaces on the property;
- b) Parking spaces must be a minimum of 3 metre by 1.5 metre per space. The surfacing must be asphalt, gravel, concrete, or another similar hard surface and cannot be grass or other landscaped space.
- c) The parking spaces required by section 5.3 a) of this by-law must be provided

on the *Short-Term Rental Premises*; and

- d) The parking spaces required by Section 5.3 must be legally established and conform to current Zoning By-laws for the *Municipality*.

5.4 Every person who operates a Short-Term Rental shall comply with the following requirements with respect to the Occupancy:

- a) The maximum *Occupancy* permitted on a *Premises* containing a *Short-Term Rental* shall be determined by reference to the number of *Bedrooms* in the *Short-Term Rental*, and the maximum *Occupancy* shall not exceed two (2) *Persons* per *Bedroom* plus two additional *Persons*.
- b) Visitors are permitted, provided the maximum *Occupancy* set out in 5.4 a) is not exceeded on the *Premises*.

5.5 Every *Person* operating a *Short-Term Rental* shall:

- a) Ensure the *Short-Term Rental* is operated in accordance with the Parking Management Plan, *Occupancy* requirements, Plan for Fire Safety, and *Renter's Code of Conduct*;
- b) Display the *Short-Term Rental Licence* in a prominent place in the *Short-Term Rental* to which it applies;
- c) Ensure that the *Responsible Person* is available to attend the *Short-Term Rental* at all times within a period of no greater than thirty (30) minutes from the time of contact by way of telephone or e-mail;
- d) Ensure that each *Renter* has been provided with the *Renter's Code of Conduct* with the *Licensee* retaining a copy of the confirmation of receipt of the *Renter's Code of Conduct* for a period of one year;
- e) Maintain the *Short-Term Rental* in a clean and sanitary condition, with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the *Short-Term Rental*. For the purposes of this subsection, adequate measures of the storage and disposal of waste shall mean a self-enclosed building, structure or container, located outside of the *Short-Term Rental*, which is of a sufficient size that will store the garbage and waste generated by the *Premises* until such garbage and waste is disposed of;
- f) Ensure that the *Short-Term Rental* is operated and used in such a fashion that the operation or use will not cause a breach or contravention of any current municipal by-law;

g) Provide to at least one *Renter* of the *Short-Term Rental* an information package containing the following information:

- i) Contact information for the *Responsible Person* who is available to receive communications from any *Renter* during the rental period;
- ii) Instructions for use of the 9-1-1 emergency system, which includes the business *Address* or municipal *Address* for the *Premises*;
- iii) The name and *Address* of the nearest hospital or emergency medical services providing emergency care;
- iv) Non-emergency contact for the Ontario Provincial Police;
- v) Instructions for solid waste disposal, to include information on the applicable waste collection day and instructions for composting and recycling;
- vi) A schedule of common offences and related fines associated with *Renter* activities, to be provided by the *Manager*;
- vii) A copy of the *Short-Term Rental Licence*, and *Occupancy* limits, parking rules, and any conditions imposed on the *Short-Term Rental Licence*;

5.6 Any *Licensee* for the *Short-Term Rental* shall indemnify and save harmless the *Municipality* from any and all claims, demands, causes of action, loss, costs, or damages that the *Municipality* may suffer, incur, or be liable for resulting from the performance of the *Licensee* as set out in the by-law whether with or without negligence on the part of the *Licensee*, the *Licensee's* employees, managers, and *Agents*.

5.7 Record of the *Short-Term Rental Licence* shall be posted on the *Municipality's* website, and this record may include, the *address* of the *Premises*, the *Short-Term Rental Licence* Number, and the legal description of the *Premises*

## **6.0 Refusal, Revocation and Term of Registration**

6.1. The *Manager* shall receive and process all applications for *Short-Term Rental Licences* and for renewal of a *Short-Term Rental Licence* pursuant to this by-law.

6.2. The *Manager* may request comments from other departments or agencies in respect of the *Short-Term Rental*.

6.3. The *Manager* may require an inspection of the *Short-Term Rental* prior to making

a determination on the *Application*.

6.4. The *Manager* may impose terms and conditions on *Short-Term Rental Licences* in accordance with this by-law and as necessary to give effect to this by-law.

6.5. The *Manager* shall issue a *Short-Term Rental Licence* and a renewal of a *Short-Term Rental Licence*, either conditionally or unconditionally, to any *Person* who meets the requirements of this by-law except where:

- a) the existing *Short-Term Rental Licence* has been *Suspended* or *Revoked* pursuant to this by-law;
- b) the conduct of the *Applicant* affords reasonable grounds for belief that the *Applicant* has not carried on, or will not carry on the *Short-Term Rental* in accordance with the law or with integrity and honesty;
- c) the *Applicant* is indebted to the *Municipality* in respect of fines, penalties, judgments, or outstanding property taxes, or other amounts owing.

## 7.0 Term of Licence

7.1 A *Short-Term Rental Licence* issued pursuant to this by-law shall expire on the date that is one (1) year after the date of the issuance of the *Short-Term Rental Licence* unless it is renewed or *Revoked* in accordance with the provisions of this by-law.

## 8.0 Notice of Suspension or Revocation

8.1 The *Manager* shall provide notice of intention to *Revoke* or *Suspend* a *Short-Term Rental Licence* where:

- a) The *Licensee* would be disentitled to a license or a renewal of a license for the reasons set out in this by-law;
- b) The *Licensee* has failed to comply with the regulations required by this by-law;
- c) The *Short-Term Rental Licence* was issued in error.

8.2 Notwithstanding section 8.1, if satisfied that the continuation of the *Short-Term Rental Licence* poses an immediate danger to the health or safety of any *Person*, the *Manager* may, for a period of time not exceeding 14 days, *Suspend* the *Short-Term Rental Licence* immediately, provide reasons for the *Suspension*, and provide the *Licensee* with an opportunity to respond to them.

## 9.0 Appeals

- 9.1 Where the *Manager* has denied an *Applicant* a *Short-Term Rental Licence* or a request for renewal of a *Short-Term Rental Licence*, or *Suspended* or *Revoked* a *Short-Term Rental Licence*, the *Manager* shall inform the *Applicant* or *Licensee* by way of written notice setting out the grounds for the decision with reasonable particulars and advise of the right to appeal such decision to *Council*.
- 9.2 *Licensees* or *Applicants* may appeal to *Council* in relation to matters noted in section 9.1; appeals will not be permitted for any other matters including, without limitation:
- a) Matters, notices, orders, and communications related to a non-compliance under a federal or provincial law or regulations or any other legislation outside of this by-law;
  - b) Singular fines and issuance of demerit points as set out in this by-law;
- 9.3 A request for an appeal of a matter noted in section 9.1 shall be made in writing to the *Manager* setting out the reasons for the appeal within fourteen (14) days after service of the written notice of the *Manager's* decision.
- 9.4 *Council* shall meet within thirty (30) days after receiving the application for appeal.
- 9.5 The *Licensee* may be permitted to continue operation during the appeals process until such time as a decision is rendered by *Council*.
- 9.6 Where no request for an appeal is received in accordance with section 9.3, the decision of the *Manager* shall be deemed to be affirmed.
- 9.7 Where a request for an appeal is received, a hearing of *Council* shall be convened, and the *Applicant* or *Licensee* shall be provided reasonable written notice thereof.
- 9.8 At such hearing *Council* shall receive a report, either verbally, or in writing, from the *Manager* and from such other officers or employees of the *Municipality* who may be involved in the matter being considered by *Council*.
- 9.9 At the hearing before *Council*, the *Applicant*, *Owner*, and/or *Tenant*, as applicable, either personally or through his *Agent* or solicitor shall be afforded the opportunity to present such material and evidence relevant to the issue before *Council* as they may deem appropriate, and they may ask questions of any *Person* presenting evidence or a report to *Council* relevant to the said issues.
- 9.10 For the purposes of this by-law, a quorum of *Council* shall be a majority of the members of *Council*, and a decision by the majority of members present shall be the decision of *Council*.
- 9.11 *Council* may, after having heard all the evidence and submissions made to

it by the *Applicant*, *Owner*, and/or *Tenant*, as applicable, and the *Manager*, debate the matter and reach its decision.

9.12 After such opportunity to be heard is afforded the *Applicant* or *Licensee*, *Council* may make a decision in respect of which the hearing was held or the opportunity for hearing afforded. *Council's* decision is final and not subject to review. *Council* may issue a *Licence*, renew a *Licence*, refuse to issue a *Licence*, refuse to renew a *Licence*, *Revoke*, *Suspend*, or impose any conditions upon a *Licence*. *Council* may consider any matter pertaining to the licensing requirements in Section 4, the Regulations in Section 5, and/or the grounds for refusal in Section 6, or any other matter that relates to the general welfare, health, or safety of the public.

9.13 Where *Council* conducts a hearing, the rules set out in the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 shall apply.

## 10.0 Order

10.1 Where the *Manager* has reasonable grounds to believe that a contravention of this by-law has occurred, the *Manager* may serve an order on the *Licensee* setting out the reasonable particulars of the contravention and directing:

- a) Compliance within a specified timeframe;
- b) Any work that is required to be done, and in default of such work being done, the work may be done at the *Licensee's* expense and the *Municipality* may recover the expense by in the same manner as municipal taxes; or
- c) The activity be discontinued.

10.2 Any *Person* who contravenes an order under this by-law is guilty of an offence.

10.3 An order under this by-law may require work to be done even though the facts which constitute the contravention of this by-law were present before this by-law came into force.

## 11.0 Demerit Point System

11.1 A demerit point system is established, without prejudice to and without precluding the use of options otherwise available to enforce this by-law or any other by-law of the *Municipality* or Provincial Act or Regulation including, but not limited to, set fines, and actions pursuant to the *Building Code Act*, *Fire Protection and Prevention Act*, and the *Provincial Offences Act*.

11.2 The number of demerit points referenced in Column 3 of Table 1 below may be

assessed against a *Short-Term Rental* in respect of the matter noted in Column 1 upon the following event respecting a contravention:

- a) The expiry of the period for appealing a fine imposed pursuant to Part I or Part III of the *Provincial Offences Act*;
- b) The expiry of the period for appealing against a conviction in the Ontario Court of Justice;
- c) The confirmation of a guilty plea or uncontested fine where payment has been made;
- d) The confirmation of an order; or,
- e) The confirmation of an order resulting in *Municipality* remediation.

11.3A *Short-Term Rental Licence* may be *Suspended* for a period not longer than six months if the total of all demerit points in effect respecting the *Short-Term Rental* is at least seven (7).

11.4A *Short-Term Rental Licence* may be *Revoked* if the total of all demerit points in effect respecting the *Short-Term Rental* is at least fifteen (15).

11.5 Notice of the suspension or revocation of a Licence shall be provided in accordance with Section 12 of this by-law.

11.6 Demerit points shall remain in place until the two-year anniversary of the date on which the demerit points were assessed.

Column 1 - Infraction	Column 2 - Section	Column 3 - Demerit points
1. Exceed permitted <i>Occupancy</i>	5.4 a)	4
2. Second or subsequent offence for exceeding maximum <i>Occupancy</i>	5.4 a)	7
3. Non-availability of <i>Responsible Person</i>	5.5 c)	4
4. Property Standards By-law Conviction related to <i>Premises</i>	n/a	5
5. Noise By-law Conviction related to <i>Premises</i>	n/a	3
6. Open Air Burning By-law Conviction related to <i>Premises</i>	n/a	4

7. Using or permitting <i>Premises</i> to be used contrary to the Parking Management Plan	5.3 a), b), c), d)	3
8. <i>Building Code Act</i> Order/Conviction	n/a	7
9. Fire Protection and Prevention Act/Fire Code Order/Conviction	n/a	7
10. Non-Compliance with other Municipal By-laws not listed	n/a	3

**12.0 Notices/Orders**

12.1 Any notice or order issued pursuant to this by-law may be given in writing in any of the following ways and is effective:

- a) On the date on which a copy is delivered to the *Licensee* to whom it is addressed;
- b) On the fifth day after a copy is sent by mail to the *Licensee's* last known *Address*;
- c) Upon the sending of a copy by e-mail transmission to the *Licensee's* last known e-mail address, or
- d) Posting it on the *Premises*, on the date of the posting.

12.2 For the purpose of section 12.1, the *Licensee's* last known *Address* and last known e-mail address shall be deemed to include those provided pursuant to Section 4.1 of this by-law.

**13.0 Inspection**

13.1 The *Manager* or an *Officer* may, at any reasonable time inspect:

- a) Any *Premises* for which an application for a *Short-Term Rental Licence* has been submitted in whole or in part;
- b) Any *Premises* for which a *Short-Term Rental Licence* has been issued;
- c) Any *Premises*, vehicle, or place where a *Business* which is subject to this by-law is carried on or where there are reasonable or probable grounds to believe a *Business* is carried on;
- d) Any goods, equipment, books, records, or documents used or to be used by

the *Owner, Tenant, Applicant, or Responsible Person* under this by-law.

13.2 It shall be an offence to obstruct or permit the obstruction of such inspection.

#### **14.0 Offence and Penalty Provisions**

14.1 Every *Person* who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P. 33, as amended.

14.2 Every *Person* guilty of an offence under this by-law may, if permitted under the *Provincial Offences Act*, pay a set fine, and the Chief Judge of the Ontario Court of Justice shall be requested to establish set fines in accordance with Schedule "A" attached to this by-law.

14.3 Pursuant to section 447 of the *Municipal Act, 2001* where an *Owner* is convicted of knowingly carrying on or engaging in a *Business* in respect of any *Premises* or part of any *Premises* without a *Short-Term Rental Registration*, or a *Person* is convicted of any other contravention of this by-law and the court determines that the *Owner* of the *Premises* or part of the *Premises* in respect of which the conviction was made knew or ought to have known of the conduct which formed the subject-matter of the conviction or any pattern of similar conduct, the court may order that the *Premises* or part of the *Premises* be closed to any use for a period not exceeding two years.

14.4 In addition to any other remedy, it may have at law, the *Municipality* shall be entitled to enforce this by-law in accordance with Section 442 and 446 of the *Municipal Act, 2001*, as amended.

#### **15.0 Collection of Unpaid Fines**

15.1 Pursuant to Section 441 of the *Municipal Act*, if any part of a fine for a contravention of a business licensing by-law remains unpaid after the fine becomes due and payable under Section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, including any extension of time for payment ordered under that Section, the *Manager* may give the *Person* against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the *Municipal Act* and may be added to the *Person's* tax roll and collected in the same manner as property taxes.

#### **16.0 References**

16.1 References in this by-law to any legislation or by-law means as may be amended or replaced from time to time and include any regulations thereunder.

**17.0 Severability**

17.1. In the event any provisions of this by-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

**18.0 Short Title**

18.1 This by-law shall be known as the “Short-Term Rental Licensing By-law”.

**19.0 Effective Date**

19.1 THAT this By-law shall come into effect in each ward of the Municipality of Bluewater as set by the following dates:

Ward of Bayfield – July 4<sup>th</sup>, 2023

Ward of Hay West – July 25<sup>th</sup>, 2023

Wards of Stanley West and East, Hensall, Zurich, Hay East – August 15<sup>th</sup>, 2023

By-law read a first and second time this 19th day of June 2023.

By-law read a third time and finally passed this 19th day of June 2023.

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Paul Klopp, Mayor

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Chandra Alexander, Clerk

The Corporation of the Municipality of Bluewater

Schedule "A" to By-Law Number 68-2023:

Short-Term Rental Licensing By-law

PART 1-Provincial Offences Act

Set Fine Schedule

Item	Column 1 - Short Form Wording	Column 2 - Offence Creating Provision	Column 3 - Set Fine
1.	Operate/Permit operation of a Short-Term Rental without a Licence	2.1a)	\$900
2.	Operate a Short-Term Rental while Licence Suspended	2.1d)	\$900
3.	Market/operate/provide Short Term Rental where prohibited	2.2	\$750
4.	Transfer or assigned a Licence	2.3 a)	\$750
5.	Obtain a Short-Term Rental Licence by providing false information	2.3 b)	\$500
6.	Obstruct an inspection of Premises	2.3 d)	\$500
7.	Operate more than one Short-Term Rental on a Premises	2.3 e)	\$500
8.	Use/Permit the use of Short-Term Rental contrary to the permitted Occupancy	5.4 a)	\$500

NOTE: The general penalty provision for the offences listed above is Section 14 of By-law Number 68-2023, a certified copy of which has been filed.

Municipality of Bluewater *Council*  
14 Mill Avenue  
ZURICH, ON  
N0M 2T0

*June 2024*

I submit my 750.00 fee for a Short Term Rental License for the period July 27, 2024 – July 27, 2025. I emphatically state that I am submitting this fee under protest. I have responsibly operated an owner occupied, 1 bedroom, 2 person rental for 4 full years. Guests stay in my home 2 – max 4 nights. Most of my rentals are summer weekends.

I believe the 750.00 fee is indiscriminate and unfair for owner occupied STR owners. I agree that all Short Term Rentals in Bluewater should be licensed so that operational rules can be consistent. However, not all fees should be the same. I believe that the imposition of one fee for all sizes of operation is inequitable. I have repeatedly expressed my concerns regarding the fee I am charged through the survey prior to the bylaw being passed, expressing it to staff in the 2023 – 2024 year when applying for my STR license and by contacting my Municipal Councillor several times. I request that you reconsider the fee for owner occupied STR.

Anna Marie Dalton-Needles

*AM Dalton-Needles*

## Aaron Stewardson

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**From:** Klopps  
**Sent:** May 25, 2026 5:36 AM  
**To:** Chandra Alexander; Aaron Stewardson  
**Subject:** Fwd: Short Term Rental variance

Good morning. Please

Forward to all councillors

And put this letter in as part of our review of STR S ?

Regarding review, do you have a date or dates for council coming soon ?

Thanks Paul

Sent from my iPhone

Begin forwarded message:

**From:** Wayne Gascho  
**Date:** May 24, 2026 at 2:42:36 PM EDT  
**To:**  
**Subject:** Short Term Rental variance

Dear Mayor Klopp,

I am Vice President of the Highlands 2 subdivision and appreciated your attendance and presentation at our recent meeting. As a supervisor (now retired) for over 30 years with Waterloo Region, I also have respect for your concern over how tax payers' money is spent.

There has been some correspondence regarding Short Term Rentals and I am contacting you as a cottage owner, not an H2 executive member, regarding what was termed "Mom and Pop" rentals (M&PR) at a recent BSRA annual meeting. Such rentals would be separate and not be subject to the STR licencing requirements and cost. They would also bring additional revenue into the community at a time when we are encouraged to keep our money within our borders and give owners a little help paying taxes.

In the past my wife and I (as M&PR's) had occasionally and responsibly rented our cottage 1-3 times a summer to people we knew and/or trusted if they approached us. Anything above 3 weeks required increased insurance coverage and was of no interest to us. We live in Waterloo and like the cottage for ourselves. I enjoyed renting my uncle's H2 cottage for many years in the distant past; presently I would have no such opportunity.

My observation is that the STR guidelines have been established to mitigate the problems caused by Airbnb type rentals like the one in my H2 backyard, for which I have had to call the OPP.

I am no longer able to occasionally and responsibly rent our cottage out, but the Airbnb business cottages with a goal of profit over respect and community are now actually encouraged. This is an example of throwing out the baby and keeping the bath water... and it can get quite swampy.

I believe M&PR's can be adopted by having them inform their neighborhood associations with dates and limits such as 2-3 weeks per year that can be monitored like STR adherence. These cottage owners are friends and neighbours; Airbnb-type owners are not.

I'm not sure if such discussions are underway, but I thank you for allowing me to provide my input and welcome any thoughts you have on the subject. I hope this was the appropriate email address.

Sincerely,

Wayne and Sara Gascho

May 14, 2026

Mayor and Members of Council  
Municipality of Bluewater

Formal Request for Council Direction: STR Location Limits and Municipal Act Compliance

Dear Mayor and Members of Council,

This is a formal request that Council provide clear direction regarding the location limits in section 5.1 of Bluewater's Short-Term Rental Licensing By-law.

Specifically, this is a request that Council do one of the following:

1. Direct staff to bring forward an amendment removing the abutting-property restriction and the 15% street cap from the STR Licensing By-law; or
2. Direct staff to obtain an independent external legal review and written legal opinion from a municipal-law lawyer confirming that these location-based licence refusals are authorized under the Municipal Act, 2001.

This request is narrow. It is not asking Council to remove the STR licensing program. It is not asking Council to remove insurance, parking, occupancy, fire safety, septic, responsible-person, nuisance, enforcement, suspension, or revocation requirements.

It is asking Council to address one threshold legal issue: whether Bluewater has statutory authority to refuse an otherwise compliant STR licence because of the property's location relative to other licensed STRs.

Section 5.1 of the by-law provides that no STR licence shall be granted where there is a licensed STR abutting the premises, or where licensed STR premises exceed 15% of all premises fronting on the same street. In both cases, the refusal is triggered by location.

Municipal Act, 2001, s.153(1) states:

"Despite sections 9, 10, 11 and 151, a municipality shall not, except as otherwise provided, refuse to grant a licence for a business under this Act by reason only of the location of the business."

This is not simply a policy preference question. Council has discretion to regulate STRs, but Council must still act within the authority granted by provincial legislation. If Bluewater is refusing STR licences by reason only of location, Council should be able to identify the specific statutory authority that permits those refusals.

The concern is heightened for existing lawful STRs. Municipal Act, 2001, s.153(3) states that a municipality shall not refuse to grant a licence by reason only of location if the business was being lawfully carried on at that location when the licensing by-law came into force, so long as it continues to be carried on at that location. This raises a separate concern about whether existing lawful STR properties can be denied a licence, or lose licensing eligibility, solely because of the abutting-property rule or the 15% street cap.

This concern is not speculative. The Town of Huntsville's April 26, 2023 STR report, following legal review, concluded that Huntsville could not legally limit the overall number of STR licences or limit the geographic locations where STR licences could be issued under the Municipal Act. The report supports the concern that location-based STR licence refusals require a clear legal and evidentiary basis, and cannot simply be adopted as a matter of policy preference.

Bluewater's own review material does not appear to establish that the location limits are necessary to address actual nuisance impacts. The November 20, 2024 STR review showed that complaints were primarily for operating without a licence. The report identified 52 complaints for operating without a licence, compared with 4 noise complaints, 1 parking complaint, 1 occupancy complaint, and limited other neighbourhood-impact complaints. This evidence does not appear to justify refusing otherwise compliant licence applications solely because of an abutting STR or a 15% street threshold.

For clarity, this request asks Council to resolve the legal authority question before continuing to enforce location-based licence refusals.

If Council chooses not to remove section 5.1, I respectfully request that Council obtain an independent external legal review and written legal opinion answering the following questions:

1. Does Municipal Act, 2001, s.153(1) permit Bluewater to refuse an otherwise compliant STR licence solely because an abutting property has an STR licence?
2. Does Municipal Act, 2001, s.153(1) permit Bluewater to refuse an otherwise compliant STR licence solely because 15% or more properties on the same street are licensed STRs?
3. If Bluewater relies on the phrase "except as otherwise provided," what specific statutory provision, land-use control by-law, Planning Act requirement, or other legal authority permits these location-based licence refusals?
4. Does Municipal Act, 2001, s.153(3) protect STRs that were lawfully operating at their location when the licensing by-law came into force, so long as the STR use continues at that location?
5. What evidence supports the conclusion that an abutting STR or a street exceeding 15% licensed STRs creates adverse impacts that cannot be addressed through ordinary licensing, enforcement, parking, occupancy, noise, safety, septic, or nuisance controls?

If Council chooses to obtain an independent external legal review and written legal opinion, I respectfully request that the written opinion, or at minimum a public summary of its conclusions, be included on a Council agenda so the community can understand the legal basis for continuing to enforce the location limits.

Given the prior delegations, the Huntsville legal review, Bluewater's own review data, and the importance of ensuring that municipal by-laws comply with provincial legislation, I respectfully request that this correspondence be placed on the next available Council agenda and that Council provide clear direction by resolution.

I further request that this matter not be received only as information. If Council intends to continue enforcing the location limits, then Council should either identify the legal authority supporting them or obtain an independent external legal review and written legal opinion confirming that they are enforceable, with the written opinion or a public summary of its conclusions made available to the community.

Sincerely,

Tyler Bartelen

## Overview of May 20<sup>th</sup>, 2025 Meeting

Attendees: Paul Klopp, Bill Whetstone, Greg Lamport, Brian Coombs, Jenna Coombs, Mark Pedlar, Kathy Dawson, Diane Snell

### Summary Points:

- Provide a mapping tool to the public to easily find out if 15% of the street has been given a STR license. (Apparently this is coming soon)
- It was discussed that the best solution is to remove the adjacent properties condition from the STR By-Law. This would remove the concept that someone may “steal” the STR license, would help to streamline the application process, it would allow more opportunities for families to rent cottages near each other and increase tourism in Bluewater, and it would increase a buyer’s confidence by make a STR licence more accessible.
- Increase the 15% street capacity to be more appropriate for streets with very few houses.
- It was discussed that there could be a 10 business day conditional period for buyers to secure a STR license for the subject property (with permission from the sellers) and have a hold on it for 60 days, if the 15% street capacity is almost at the limit.
- It was discussed that there could be different restrictions on STR’s in different areas (Bayfield and Lakeshore)
- The option of having an occasional STR license, allowing for a handful of weekly rentals a year and open to all (no 15% or adjacent properties conditions) – for those who want to rent 4/5 weeks of the year. As realtors, most of our clients who ask about a rental are just wanting to rent it occasionally when they are not using it. They are not trying to use it as an income property 52 weeks of the year.
- Development Charges: We briefly discussed the development charges in Bluewater and lack of development happening in our municipality even though the provincial government is pushing for affordable housing developments. We presented the development charges chart and graph to illustrate the differing charges in various municipalities.
- We have had many clients come to us and ask about a building lot for their own home, and developing affordable housing units (apartments, triplex, duplex etc). Since we are working in their best interest, we know that they can save a large amount of money just from development fees by encouraging them to purchase land in other municipalities.
- It was discussed at the meeting that a town like Bayfield will likely never have affordable housing/development. However, communities like Zurich and Hensall are great communities to be promoting development and bring in more affordable options for families. It was suggested that the development charges should be significantly reduced in these communities to kickstart housing projects.

### Our Personal Experiences:

- In regards to our experiences with buyers who are looking for cottage that they can rent out short term when they are not using it, most of these deals fall through before offers are even submitted. The buyers want to have assurance and be confident that they can rent out the cottage a few times per year to help pay taxes and cover some costs. In the last few years, buyers asking if they can rent it out occasionally is usually one of the first questions that they ask. If they call and we tell them that we cannot guarantee that it can be a rental on the phone, and have no way of knowing

right now until they own it and apply for a rental license, they are not even coming to look at the property anymore.

- Similarly, the clients that we have had, that have come to us looking for land to develop for their own home or for multi-unit projects also have not got to the point of an offer on the table. Since we are working in their best interest and trying to protect them, and we are aware of how much more the development charges are in Bluewater before even getting a building permit, we often make suggestions to look in other municipalities for land to purchase. We have helped clients find what they are looking for in places like Central Huron and South Huron with zero or more reasonable development charges.

May 20, 2025

# SHORT TERM RENTAL BY LAW & DEVELOPMENT CHARGES IN BLUEWATER

Realtors: Brian Coombs, Jenna  
Coombs, Diane Snell, Mark  
Pedlar & Kathy Dawson



# About Us

## **Brian Coombs**

Broker of Record  
RE/MAX Reliable Realty Inc.  
*28 years licensed in real estate*

## **Diane Snell**

Sales Representative  
RE/MAX Reliable Realty Inc.  
*16 years licensed in real estate*

## **Jenna Coombs**

Sales Representative & Owner  
RE/MAX Reliable Realty Inc.  
*2 years licensed in real estate*

## **Mark Pedlar**

Broker  
RE/MAX Bluewater Realty Inc.  
*15 years licensed in real estate*

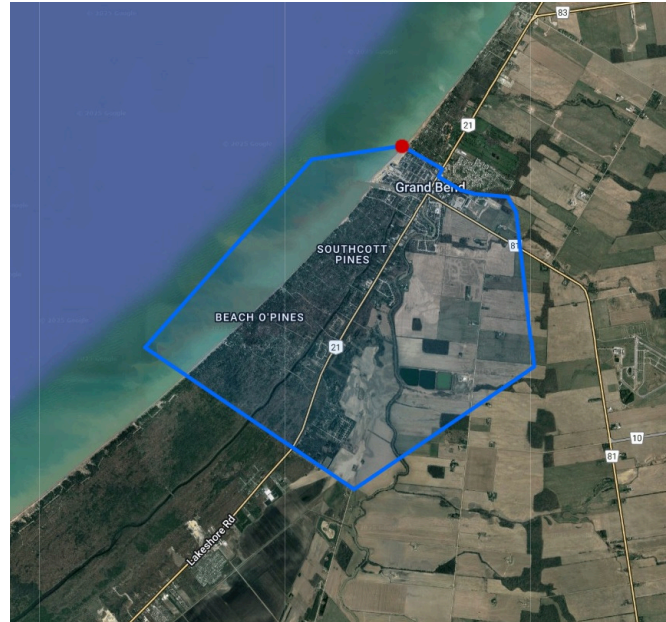
## **Kathy Dawson**

Broker  
Royal LePage Heartland Realty  
*21 years licensed in real estate*

# Bluewater vs Grand Bend Freehold Sales 2017-2024

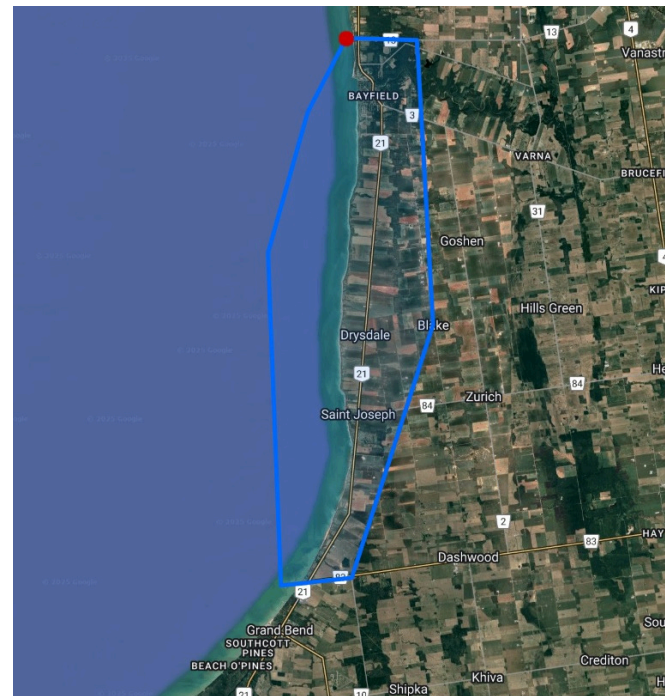
Bluewater freehold sales

2024	70
2023	56
2022	92
2021	110
2020	132
2019	99
2018	106
2017	125



Grand Bend freehold sales

2024	80
2023	51
2022	56
2021	76
2020	117
2019	88
2018	87
2017	95



Municipality	Rules	Fees
Bluewater	<p>Licences are limited under two conditions:</p> <ol style="list-style-type: none"> <li>1. The percentage of properties on a street must not exceed 15 percent.</li> <li>2. Properties must not be adjacent to a property with a valid licence</li> </ol> <p>Licenses are only valid for 1 year from the date of issue.</p> <p>Number of bedrooms (2 ppl per bedroom) + 2</p> <p>3 bedrooms + 2 ppl = 8 occupancy</p> <p>Population 7,540</p>	\$750.00
Lambton Shores	<p>Maximum of 10 occupancy</p> <p>2 parking spaces must be available for 5-10 ppl</p> <p>Kids under 12 years old do not count towards total occupancy</p> <p>Licenses are valid for 1 year with the option to renew.</p> <p>11,800 population</p>	\$500 annual fee
Goderich	<p>Short term rentals are currently not permitted in residential areas except where they meet the existing 'Tourist or Guest House Dwelling' definition in the Town's Zoning By-Law (124 of 2013), which requires the operator to live on site while renting.</p> <p>Means a single-detached dwelling in which the proprietor or operator resides and no more than 3 rooms are made available for the temporary accommodation of the travelling or vacationing public and within which meals may be provided to those persons temporarily residing therein, and shall include a Bed and Breakfast establishment, but shall not include a hotel, motel, restaurant or eating establishment.</p> <p>Council has directed staff to amend the Zoning By-Law to allow short term rentals of an individual's principle residence while they are not on site, to a maximum of 60 nights a year; along with drafting a licensing by-law for short term rentals.</p> <p>7,890 population</p>	No fee.
ACW	<p>No regulations or application process currently. There is a committee that will be looking at this in the fall to implement next spring.</p> <p>5,885 population</p>	No fee.

Central Huron	No regulations or applications.  7,800 population	No fee.
Kincardine	No regulations or applications. Council is exploring it with the input from various groups including realtors.  Population of 12,200	No fee.
Niagara on the lake	Annual application. Currently on pause for accepting new STR's to conduct a study. Those who already had one can still renew.  Currently have about 400 rentals.  19,000 population.	\$800 initial fee & \$600 renewal fee

Huron County had 1.2 million visitors in 2023, spending a total of \$116.3 million on the west coast and 1.5 million on visitors in 2024. Christmas in Bayfield weekend alone had 20,000 visitors.

<https://www.huroncounty.ca/economic-development/investors/#:~:text=Our%20Economy's%20Key%20Sectors%20Driving,diversity%20and%20quality%20of%20life.>

**Our proposal:**

1. Remove the condition for not allowing adjacent properties to be short term rentals.
2. Remove the 15% limitation of the percentage of properties on a street that are short term rentals.

In our collective opinion, these two rules should be removed because:

1. The rules are discriminatory - all property owners should have the right to rent their property.
2. Eliminating these two restrictions would simplify the application and approval process, allowing municipal staff to spend less time on short-term rental permits and redirect their efforts to focus on broader community priorities.
3. Additionally, these rules have a significant impact on property values. Many potential buyers rely on the ability to rent out their cottages to offset ownership costs. Without the assurance that short-term rentals are permitted, we are seeing a significant number of buyers turning to invest in communities with more flexible regulations, where they can confidently offset ownership costs through rental income.
4. Short-term guests spend money at local shops, restaurants, attractions, and services. Increasing the amount of short term rentals will bring more money and tourism to the community and attract more visitors year round.
5. More short term rentals also creates more income opportunities for local cleaners, contractors, and property managers.
6. When rules are clear and fair, most owners will be willing to comply voluntarily. The current complex application process and strict rules is leading to many unlicensed rentals.

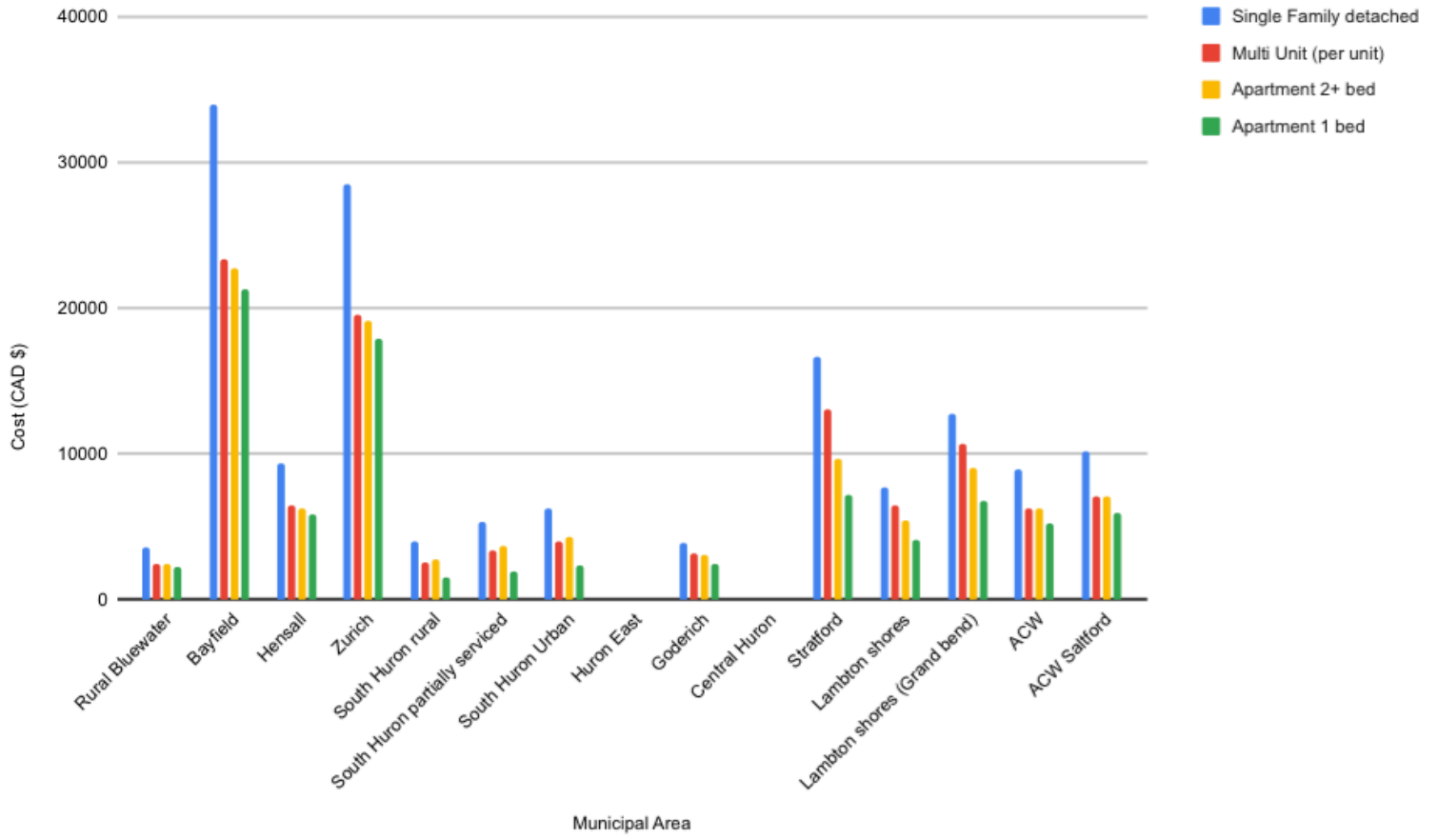
In addition, we suggest allowing for an automatic 1 year renewal after the first year, given that there are no major issues with the rental.

1. This will create more confidence for families looking to invest in real estate in Bluewater because they will know that they can fill out an application and pay the fee for an STR license and will be able to automatically able to rent it for 2 consecutive years when they aren't using it. Two years of short term rentals will allow buyers to plan for smarter investments. After 2 years they can re-apply for another 2 years. This opens up opportunities for other people looking to rent out their cottages when they are not there.
2. Use the "3 strike rule". If they get 3 strikes from by law within the first year, they will not be renewed for a second consecutive year.

## Development Charges Comparison For Municipalities around Huron County

Municipality	Single Family detached	Multi Unit (per unit)	Apartment 2+ bed	Apartment 1 bed
Rural Bluewater	\$3,612	\$2,478	\$2,419	\$2,270
<b>Bayfield</b>	<b>\$33,943</b>	<b>\$23,291</b>	<b>\$22,724</b>	<b>\$21,307</b>
Hensall	\$9,353	\$6,417	\$6,264	\$5,874
<b>Zurich</b>	<b>\$28,511</b>	<b>\$19,564</b>	<b>\$19,089</b>	<b>\$17,899</b>
South Huron rural	\$3,980	\$2,547	\$2,751	\$1,495
South Huron partially serviced	\$5,281	\$3,381	\$3,650	\$1,984
South Huron Urban	\$6,206	\$3,974	\$4,288	\$2,330
Huron East	0	0	0	0
Goderich	\$3,886.93	\$3,187.18	\$3,072.79	\$2,491.1
Central Huron	0	0	0	0
<b>Stratford</b>	<b>\$16,644</b>	<b>\$13,024</b>	<b>\$9,645</b>	<b>\$7,171</b>
Lambton shores	\$7,684.16	\$6,420.17	\$5,442.04	\$4,089.96
Lambton shores (Grand bend)	\$12,703.05	\$10,630.26	\$8,996.48	\$6,761.31
ACW	\$8,930	\$6,220	\$6,220	\$5,212
ACW Saltford	\$10,134	\$7,058	\$7,058	\$5,914

# Municipal Development Charges Comparison



## **By-law Exemption – Private Wedding at 162 Brock Ave, Hensall**

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### **Recommendation:**

THAT Council grants an exemption from Noise By-law 57-2024 to play amplified music outside at a private wedding from 11:00 pm to 2:00 am on Saturday, June 27, 2026, on private property at 162 Brock Avenue in Hensall, on condition that the device is not directed toward any neighbour.

### **Background:**

The owner of 162 Brock Avenue, Cheyenne McClinchey, has applied to Council to grant an exemption to play amplified music outside at a private wedding from 11:00 pm to 2:00 am on Saturday, June 27, 2026. She writes that she will notify neighbors close to the wedding event.

### **Discussion:**

Noise By-law 57-2024 regulates and prohibits certain noises likely to disturb the inhabitants of the municipality. Subsection 2.1 of the by-law prohibits a person from causing or permitting to be caused any unusual noises, or noises likely to disturb the inhabitants, within a prohibited time. For residential properties, this activity is always prohibited. As such, an exemption involves three subsections of the by-law. These sections are provided in detail in Schedule 'B'. They are paraphrased below:

- Subsection 1 – prohibits any unusual noises or noises likely to disturb the inhabitants at any time of day,
- Subsection 4 – requires permission from the municipality to operate any electronic device or group of connected electronic devices with loudspeakers, and intended for amplification of sound at any time of day,
- Subsection 5 – prohibits operation of a sound reproduction device located inside or outside of the building of a dwelling unit above an ambient noise level, or direct noise toward a neighbor between 8 pm and 7 am.

The property at 162 Brock Avenue in Hensall is a residential property. The attached map shows there are residential neighbors on both sides of the property and across the street. There is a field on the north side, adjacent to the rear of the property.

In accordance with Section 4.4, notice of the event will be provided to By-law Enforcement Officers. There are currently no by-law complaints involving this property.

### **Financial Impact:**

There are no financial implications from adoption of this report.

**Attachments:**

1. Written request
2. Map showing location of the property
3. Noise By-law 57-2024

Submitted By: Aaron Stewardson, Manager of Development Services | CBO  
Prepared By: Nellie Evans, Administrative Assistant, Development Services  
Approved for Submission: Chandra Alexander, Acting Chief Administrative Officer | Clerk

F.D  
BUILD

Cheyenne McClintock 162 Brock Ave Hensall

RECEIVED  
JUN 03 2026  
MUNICIPALITY  
OF BLUEWATER

Wedding at 162 Brock Ave Hensall

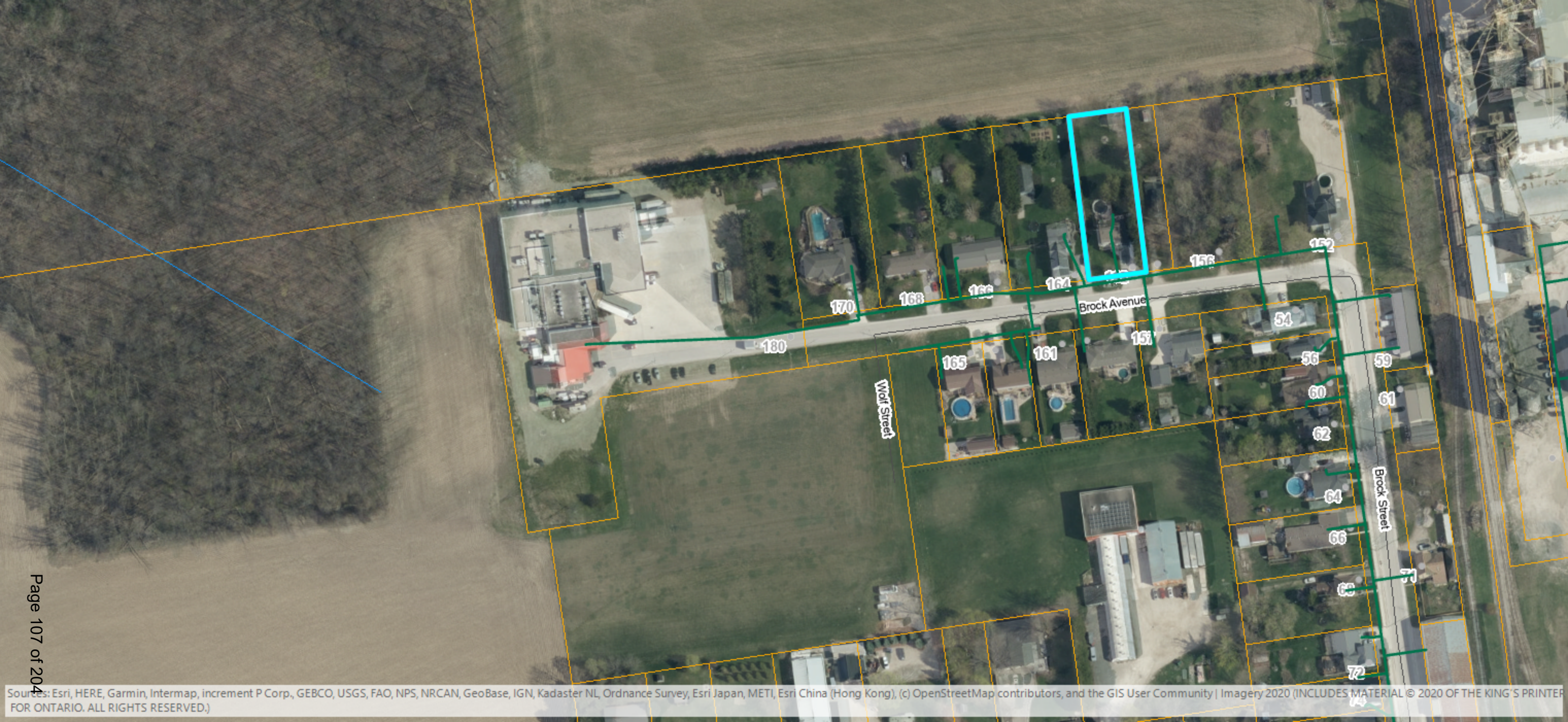
June 27/2026 11pm - 2 AM we need the extension from

A local DJ will be having amplified equipment

We wish to play music longer than 11pm  
so we want to extend the by-law by  
3 hours.

Neighbors will be notified close to the  
wedding event.

The  
Cheyenne  
McClintock



# The Corporation of the Municipality of Bluewater

## By-Law Number 57 - 2024

Being a By-law to provide for the regulation and prohibition of certain noises and sounds

Whereas the *Municipal Act, 2001*, as amended, provides under Section 11(3) that a lower-tier municipality may pass by-laws for prohibiting noises and sounds; and,

Whereas the *Municipal Act, 2001*, as amended provides under section 429(1) that subject to subsection (4), a municipality may establish a system of fines for offences under a by-law of the municipality passed under this Act; and

Whereas Council of the Corporation of the Municipality of Bluewater deems it necessary to regulate or prohibit certain noises and sounds which are likely to disturb inhabitants; and

Whereas Council of the Corporation of the Municipality of Bluewater deems it expedient to include provisions that permit the laying of fines under the *Provincial Offences Act*; and

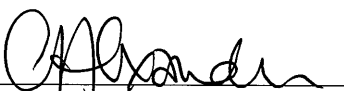
Now therefore The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT this By-law may be referred to as the "Noise By-law".
2. THAT Schedules A, B and C are attached hereto and form part of this by-law.
3. THAT By-law 21-2005 is hereby rescinded.
4. THAT this By-law shall come into effect on the date of passing.

By-law read a first and second time this 17th day of June, 2024.

By-law read a third time and finally passed this 17th day of June, 2024.

  
\_\_\_\_\_  
Paul Klopp, Mayor

  
\_\_\_\_\_  
Chandra Alexander, Clerk

# The Corporation of the Municipality of Bluewater

## Schedule "A" to By-Law Number 57-2024: Noise By-law

### 1. Definitions

"Ambient" means a sound in relation to the immediate surroundings of something. An example is the background noise present at a given scene or location.

"Construction" means erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation or alteration, the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith.

"Construction equipment" means any equipment or device designed or intended for use in construction or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment.

"Commercial" means real property, a geographic area or urban area containing commercial business units.

"Electronic or auditory device" means any radio, phonograph, public address system, sound equipment, loudspeaker, horn, or similar device or devices, or any musical or sound-producing equipment or whatever kind, when such device or instrument is played or operated.

"Highways" means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

"Manager" means the Manager of Development Services or designate.

"Motor vehicle" means an automobile, motorcycle, motor-assisted bicycle unless otherwise excluded by the *Highway Traffic Act* and any other vehicle propelled or driven otherwise than by muscular power but does not include motor vehicles running only upon rails; traction engine farm tractor; self-propelled implement of husbandry or road-building machine within the meaning of the *Highway Traffic Act*.

“Residential” means real property, a geographic area or urban area containing recreational and private dwellings or dwelling units.

“Rural” means real property, a geographic area or areas outside of Settlement Areas.

“Officer” means a Chief Building Official, Building Inspector, By-law Enforcement Officer or Municipal Law Enforcement Officer as appointed by the Council of the Municipality.

“Point of Reception” means any point where sound or vibration originating from a location other than that point is received.

## 2. Prohibitions by Time and Place

2.1. No person shall emit or cause sound resulting from an act listed in Schedule “B” if clearly audible at a point of reception located in an area of the Municipality within a prohibited time shown for such an area.

2.2. Form of Complaint

2.3. Complaints must be submitted to the Manager as desired by the current By-law Enforcement Policy.

## 3. Exemptions

### 3.1. Industrial Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to a person or industry that emits or causes or permits the emission of sound or vibration in connection with an established industrial function or operation.

### 3.2. Agricultural Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to a person or normal farm practice that emits or causes or permits the emission of sound or vibration in connection with an established agricultural function or operation.

### 3.3. Public Celebration, Election or Gathering Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to the use in a reasonable manner of any apparatus or mechanism for the amplification of the human voice or of music in a public park or any other commodious space in connection with any public election meeting, public celebration, or other lawful gathering, provided written permission of the Municipality has first been obtained.

### 3.4. Parade-Band Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to any military or other band or to a parade operating under written permission from the Municipality.

### 3.5. Fairs Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to operation of a combustion engine in conjunction to the reasonable use of any amusement ride at a Fair or Event operating under written permission from the Municipality.

### 3.6. Emergency Vehicle-On Duty Exemption

Notwithstanding any other provisions of the by-law, this by-law does not apply to any vehicle of emergency services (police, fire, ambulance) or any public service or emergency vehicle including that of the Municipality of Bluewater while answering a call or carrying out their duties.

### 3.7. Commercial Establishments (Licensed Premises) Exemption

Licensed premises for the sale of alcoholic beverages will be governed by the permitted hours of sale in the terms of their license and business permits within the inside of the building.

## 4. Grant of Exemption by Council

4.1. Council may, by resolution, upon receipt of written application, grant an exemption to provisions of the by-law for a specified period not to exceed 6 (six) months, subject to such terms and conditions as deemed advisable.

### 4.2. Form of Application

4.2.1. The application shall be made in writing, at least 60 days prior to the proposed date of the event, and shall include:

4.2.2. The name and contact information of the applicant;

4.2.3. The location of the premises where the exemption is being sought;

4.2.4. The period of time for which the exemption is being sought including a rain date or alternative date in case of inclement weather;

4.2.5. A description of the type or source of the sound in respect of which an exemption is being sought;

4.2.6. A statement of the provision or provisions of the by-law from which the exemption is being sought; and,

4.2.7. The reasons why the exemption should be granted.

#### 4.3. Exemption - circulation for public comment

Upon receipt of an application for exemption by the Municipality, the Manager shall notify the owners of lands within the vicinity of the requested exemption, indicating the date and time on which Council will consider the request for exemption. The notice will outline the details of the exemption request. The notice will request that comments or concerns about the request for exemption be in written form and addressed to the Clerk.

#### 4.4. Notice to Officer

A copy of the application shall be provided to the Officer who will prepare a report to Council which also includes details of any complaint history or corrective measures taken to date.

#### 4.5. Procedure

In deciding whether to grant the exemption, Council will review the application, the report, any written submissions and grant the applicant and any person opposed to the application an opportunity to speak in accordance with the Procedural By-law.

#### 4.6. Exemption - appeal of decision

If an exemption is denied by Council, the applicant may appeal the decision within 10 business days of the written decision provided by the Clerk. The appeal must be made in writing and addressed to the Clerk. Council shall consider the appeal at a regularly scheduled meeting of Council.

#### 4.7. Breach of Provisions of Exemption

Where an exemption is granted, any breach of the terms or conditions renders the exemption null and void.

### 5. Enforcement

5.1. Every person who contravenes a section of this by-law is upon conviction guilty

of an offence and upon conviction is liable to a fine as provided under the *Provincial Offences Act* and as set out in Schedule "C" Set Fines, of this by-law.

5.2. An Officer shall enforce the provisions of this by-law.

## 6. Severability

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the Council to enact, such section, or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this by-law are separate and independent from each other and enacted as such.

## 7. Conflict

In the event of a conflict between the provisions of this by-law and the *Highway Traffic Act*, the *Highway Traffic Act* will prevail.

The Corporation of the Municipality of Bluewater  
 Schedule "B" to By-Law Number 57-2024: Noise By-law

Section 2.1 - Prohibitions by Time and Place - ITEM	Residential Areas	Rural Areas	Business Areas
1. No person shall cause or permit to be caused any unusual noises or noises likely to disturb the inhabitants.	At all times	At all times	At all times
2. The noise or sound caused by loud shouting or excessive sounds generated by a human voice which is likely to disturb the peace, quiet, comfort or repose of any inhabitants in any type of residence is prohibited.	8:00 pm to 7:00 am	8:00 pm to 7:00 am	8:00 pm to 7:00 am
3. All selling or advertising by shouting, outcry or amplified sound from any electronic or auditory device for the purpose of projecting noise or sounds into any street or other public place is prohibited, except where required or authorized by law or in an accordance with good safety practices.	All times	11:00 pm to 7:00 am	12:00 am to 7:00 am

Section 2.1 - Prohibitions by Time and Place - ITEM	Residential Areas	Rural Areas	Business Areas
<p>4. The operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production, reproduction or amplification of sound so as to likely annoy or disturb the peace, quiet, comfort of repose of any individual in any type of residence; or in the case of a device or instrument located in any commercial building or structure, as to be plainly audible upon the public streets or on a neighboring property at a distance of 8 metres (25 feet) from the building or structure in which such device or instrument is located, unless specific permission is granted by the Municipality.</p>	All times	11:00 pm to 7:00 am	12:00 am to 7:00 am

<b>Section 2.1 - Prohibitions by Time and Place - ITEM</b>	<b>Residential Areas</b>	<b>Rural Areas</b>	<b>Business Areas</b>
<p>5. No person shall operate or use or cause to be operated or used any sound reproduction device located inside or outside of the building of a commercial business or dwelling unit so as to produce a noise level above ambient noise levels provided that the ambient noise levels are less than the specified maximum level for the device or equipment in question, or direct noise outward toward or at the property line of a business owner or person so as to disturb the peace and comfort of the business owner or person.</p>	<p>8:00 pm to 7:00 am</p>	<p>8:00 pm to 7:00 am</p>	<p>11:00 pm to 7:00 am</p>
<p>6. The noise or sound created by the use or operation of any horn, radio or mechanical loudspeaker, amplifier, or other instrument or device, or sound-producing, sound-reproducing or sound transmitting instrument or apparatus in or upon any vehicle is prohibited, unless specific permission is granted by the Municipality.</p>	<p>All times</p>	<p>8:00 pm to 7:00 am</p>	<p>8:00 pm to 7:00 am</p>
<p>7. Loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse whatsoever, unless necessary for the maintenance of essential services or the moving of private household effects.</p>	<p>7:00 pm to 7:00 am</p>	<p>11:00 pm to 7:00 am</p>	<p>11:00 pm to 7:00 am</p>

8. The operation of any motor vehicle or equipment in connection with construction.	8:00 pm to 7:00 am	8:00 pm to 7:00 am	8:00 pm to 7:00 am
9. The noise or sound caused by the discharge of any gun or other firearm, air gun and spring-gun, or any class or type thereof is prohibited in the urban areas of the Municipality. This prohibition shall not apply to peace officers in the performance of their duties.	At all times	n/a	At all times
10. Any noise or sound made by an animal or bird which is likely to disturb the peace, quiet, comfort or repose of any inhabitants in any type of residence is prohibited.	8:00 pm to 7:00 am	11:00 pm to 6:00 am	11:00 pm to 6:00 am
11. The persistent grating, grinding or rattling noises or sounds caused by condition of disrepair or maladjustment of any motor vehicle, motorcycle or other vehicle, or part or accessory thereof, is prohibited.	At all times	At all times	At all times

Section 2.1 - Prohibitions by Time and Place - ITEM	Residential Areas	Rural Areas	Business Areas
12. The operation of combustion engine which is, or is used in, or is intended for use in a toy or a model or replica of any device, which model or replica has no function other than amusement and which is not a conveyance.	At all times	At all times	At all times
13. Any noise created by the use or operation of a lawnmower, chainsaw, other than snow removal, and cycling of a stationary or portable generator or any other noise-generating tool or device, is prohibited, except this section does not apply to a person using or operating a stationary or portable generator, in any area, in a power outage or an emergency situation.	9:00 pm to 7:00 am	9:00 pm to 5:00 am	9:00 pm to 7:00 am
14. The operation of any motorized vehicle other than on a highway or other place intended for its operation.	8:00 pm to 7:00 am	11:00 pm to 7:00 am	11:00 pm to 7:00 am
15. Cause or allow the emissions of any unreasonable or unusual noise or vibration by means of the use of operation of any electrical motor, electrical, mechanical, hydraulic or pneumatic device, internal combustion engine or other mechanical or like device within a residential area.	7:00 pm to 7:00 am	n/a	9:00 pm to 7:00 am

The Corporation of the Municipality of Bluewater  
 Schedule "C" to By-Law Number 57-2024: Noise By-Law

Part 1 - Provincial Offences Act

Set Fines Schedule

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or Defining Offence	COLUMN 3 Set fines
1.	Did cause noises unusual or otherwise likely to disturb the inhabitants.	S.2.1, Sch. B (1)	\$450.00
2.	Did cause excessive noises likely to disturb the peace.	S.2.1, Sch. B (2)	\$450.00
3.	Did permit excessive noise from humans or electronic device for selling or advertising which projects into a public street or place.	S.2.1, Sch. B (3)	\$450.00
4.	Did permit noise from electronic devices located within commercial building.	S.2.1, Sch. B (4)	\$450.00
5.	Did cause noise from electronic devices that are plainly audible on a public street a distance of 8m (25 ft) from commercial building.	S.2.1, Sch. B (4)	\$450.00
6.	Did cause noise from electronic devices from inside or outside a commercial business.	S.2.1, Sch. B (5)	\$450.00
7.	Did permit noise from electronic or auditory devices located in or upon a vehicle without municipal permission.	S.2.1, Sch. B (6)	\$450.00
8.	Did permit noise from handling containers not necessary for the maintenance of essential services or the moving of private household effects when prohibited.	S.2.1, Sch. B (7)	\$450.00
9.	Did cause noise from the operation of any construction equipment when prohibited.	S.2.1, Sch. B (8)	\$450.00

10.	Did cause noise from discharge of firearms in any residential area.	S.2.1, Sch. B (9)	\$450.00
11.	Did cause disturbance of residential inhabitants with noise from animals or birds.	S.2.1, Sch. B (10)	\$450.00
12.	Did cause persistent noise from disrepair of a motor vehicle.	S.2.1, Sch. B (11)	\$450.00
13.	Did cause noise from operation of combustion engine which is not a conveyance.	S.2.1, Sch. B (12)	\$450.00
14.	Did cause noise from the operation or use of a tool or device for domestic purposes when prohibited.	S.2.1, Sch. B (13)	\$450.00
15.	Did cause noise from the operation of any motorized conveyance other than on a highway or other place.	S.2.1, Sch. B (14)	\$450.00
16.	Did cause noise from operation of any electrical motor, mechanical, hydraulic or pneumatic device, internal combustion engine or other mechanical or like device within a residential area.	S.2.1, Sch. B (15)	\$450.00

NOTE: The general penalty section for the offences cited above is Section 2.1 of the By-law Number 57-2024, a certified copy of which by-law has been filed.

## Request for Proposal – Consulting Services for Bridge B76 Replacement

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**Recommendation:**

THAT BW-RDS-08-2026 being a request for proposal for consulting services for the design of the replacement of bridge structure B76 on Ausable Line be awarded to Driven Engineering in the amount of \$39,375 excluding HST.

**Background:**

Included in the approved 2026 Roads Capital budget (RD26-02) is design of bridge structure B76 located on located on Ausable Line between Hurondale Road and Rodgerville Road. The 2025 Bridge Assessment Report recommended replacement of the structure in 2027. Of note, if Council awards the RFP, the design will take place in 2026 with the structure tender process anticipated for 2027, subject to budget approval.

A Request for Proposal (RFP) for consulting services was issued on April 10, 2026. The RFP closed May 20, 2026 at 12pm. There were eight document takers of the RFP of which three bids were received. Results for the RFP process is summarized as follows:

Proponent	Bid (Excluding HST)
Driven Engineering	\$39,375
BM Ross and Associates	\$40,900
HB Consulting	\$46,500

Based on the RFP deliverables and bid price it is Staff’s recommendation to award the RFP for consulting services for the B76 replacement design to Driven Engineering.

This RFP was issued prior to the April 13, 2026 implementation of the Municipal Buy Ontario Procurement Directive under the Buy Ontario Act, 2025 and therefore was evaluated in accordance with the procurement requirements in effect at the time of issuance. Staff note that future procurements of a similar nature to this tender would be subject to the applicable Buy Ontario submission and evaluation requirements. The future tendering for replacement in 2027 will be subject to the Municipal Buy Ontario Procurement Directive.

**Financial Impact:**

\$65,000 has been allocated in the approved 2026 Roads Capital budget for the design component of the B76 Bridge replacement project. The bid from Driven Engineering equates to \$40,068 which

includes the Municipal contribution for HST of \$693. Of note: it is anticipated that the majority of the replacement work will be done in house by Public Works Staff in 2027, pending approval of 2027 Capital Budget and the subsequent tender for the supply of the structure.

**Attachments:**

N/A

Submitted By:	Dave Kester, Manager of Public Works
Prepared By:	Alex Basciano, Public Works Technician
Concurred:	Maggie McBride, Manager of Finance/Treasurer
Approved for Submission:	Chandra Alexander, Acting Chief Administrative Officer/Clerk

## Float Trailer Tender Results – Follow-up

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### Recommendation:

That Council direct Staff to procure a used float trailer through a competitive procurement process, allowing for negotiation as provided for in Bluewater's Purchasing and Procurement Policy.

### Background:

At the June 1, 2026 Council Meeting the following resolution was passed:

**MOVED:** Councillor Whetstone                      **SECONDED:** Councillor Walden  
*THAT Council defer discussion on the report entitled "Float Trailer Tender Results" to the June 15, 2026 meeting, and that staff obtain more information. CARRIED.*

Following Council direction, Staff have obtained additional information as outlined below.

### Information on Bid Received

The sole bid received under the tender was submitted by Bronson Line Automotive for a 2026 Milano HD 35 Ton Float Trailer. Upon review, Staff determined that the proposed trailer exceeded several of the minimum requirements specified in the tender documents. The supplier also indicated an estimated delivery time of approximately 14 weeks from the date of order.

### Local Manufacturer Feedback

Staff subsequently contacted the local trailer manufacturer within the Municipality regarding the trailer as specified in the tender. The manufacturer advised that it is unable to provide a trailer that meets the required specifications.

### Availability of Used Equipment

Staff contacted suppliers regarding the availability of used float trailers meeting the Municipality's operational requirements. Suppliers advised that suitable used units are available in the market and that it should be feasible to acquire a trailer meeting requirements within the approved budget allocation, subject to market conditions and unit condition at the time of purchase.

### Existing Float Trailer Rental

The Municipality currently rents a float trailer as required to support the transportation of the leased excavator. The excavator is used for a range of municipal operations including infrastructure maintenance, emergency water and sanitary sewer repairs, in-house capital projects, and landfill operations such as material placement. As such, access to a float trailer is required to facilitate movement of the equipment between job sites and operational locations, particularly given the frequency of relocation requirements during the construction season.

The current rental rate is \$3,000 per month. Based on historical usage patterns, which include increased demand during the construction season and ongoing requirements throughout the year, estimated annual rental costs are approximately \$21,000.

## Alternative Procurement Options

Staff have identified the following options for Council's consideration:

### 1. Procure a Used Float Trailer

Proceed with the procurement of a used float trailer through a competitive quotation process, allowing for negotiation in accordance with the Municipality's Purchasing and Procurement Policy.

### 2. Re-Issue Tender with Refined Specifications

Issue a new tender with refined specifications to provide additional clarity on operational requirements, including equipment compatibility and capacity requirements, and to better reflect standard commercially available trailer configurations while maintaining the Municipality's operational intent. These refinements would be intended to support improved market response following the initial procurement process.

### 3. Cooperative Purchasing Program

Obtain quotations through an approved cooperative purchasing program (e.g., Canoe Procurement Group) using specifications aligned with refined operational requirements.

### 4. Continue Rental Arrangement

Continue to rent float trailers as required to support operation of the leased excavator and defer capital purchase at this time.

While each option remains available for Council's consideration, Staff are recommending the procurement of a used trailer through a competitive process. Based on discussions with suppliers, Staff believe this approach provides the greatest opportunity to acquire a trailer that meets operational requirements while remaining within the approved budget allocation and reducing ongoing rental expenditures.

## Financial Impact:

The approved 2026 Fleet Capital Budget includes \$50,000 for the purchase of a used float trailer.

Based on current rental costs of approximately \$3,000 per month and historical usage patterns, annual rental costs are estimated at approximately \$21,000. At this rate, the purchase of a float trailer within the approved budget would result in an estimated payback period of 2.5 years compared to continued rental.

Bluewater's Purchasing and Procurement Policy permits procurement by negotiation in circumstances where all acceptable bids exceed budget and re-tendering is not considered beneficial. Given the results of the initial tender, Staff are recommending the procurement of a used float trailer through a competitive quotation process, which allows for negotiation in accordance with the Policy. Staff will seek quotations for used float trailers that meet operational requirements and remain within the approved budget allocation. This approach is consistent with the Municipality's Purchasing and Procurement Policy and is below applicable trade agreement thresholds.

## Attachments:

June 1, 2026 Council Report – Float Trailer Tender Results

Submitted By:	Dave Kester, Manager of Public Works
Prepared By:	Alex Basciano, Public Works Technician
Concurred:	Maggie McBride, Manager of Finance/Treasurer
Approved for Submission:	Chandra Alexander, Acting Chief Administrative Officer/Clerk

## Float Trailer Tender Results

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### Recommendation:

That Council direct Staff to procure a used float trailer through a competitive procurement process, allowing for negotiation as provided for in Bluewater’s Purchasing and Procurement Policy.

### Background:

The approved 2026 Fleet Capital Budget includes provision for the purchase of a new float trailer for use with the Municipality’s leased excavator (Equipment 7140). Currently, Staff rent a float trailer when the excavator needs to be transported between job sites.

A tender for one new float trailer was issued on April 10, 2026 with a closing date of May 20, 2026 at 12:00pm. At the time of tender closing there were four plan takers of the tender, of which one bid was received. A summary of the bid received is as follows:

Bidder	Bid Price (Excluding HST)
Bronson Line Automotive	\$82,560.06

Following the tender results, as the bid received significantly exceeds the approved budget allocation, Staff suggest that a used float trailer be procured to meet operational requirements. To ensure Staff are able to select a suitable used unit, Staff suggest utilizing a competitive quotation process to allow for consideration of condition, suitability, remaining service life, and cost.

### Financial Impact:

\$50,000 was allocated in the approve 2026 Fleet Capital budget for the Purchase of a used float trailer. The bid received of \$84,013.12 Which includes the Municipal Contribution to HST of \$1,453.12 equates to an overage of \$34,013.12.

Bluewater’s Purchasing and Procurement Policy allows for purchase by negotiation in specific situations. One of the situations is “*when all acceptable bids exceed the amount budgeted and re-tendering would not be beneficial*”. Given this, staff are recommending proceeding with procuring a used float trailer through a competitive quotation process, which will allow for negotiation. Staff will seek quotations for used float trailers that meet operational requirements and fit within the approved budget allocation. As noted in the Bluewater’s Purchasing and Procurement Policy “*The methods of negotiation shall be those accepted as standard negotiating procedures that employ fair and ethical practices.*” Additionally, the value of this purchase is well below any applicable trade agreements, therefore the proposed recommendation keeps the municipality compliant with external factors.

**Attachments:**

N/A

Submitted By: Dave Kester, Manager of Public Works  
Prepared By: Alex Basciano, Public Works Technician.  
Concurred: Maggie McBride, Manager of Finance/Treasurer  
Approved for Submission: Chandra Alexander, Acting CAO/Clerk

## Bayfield International Croquet Club Lease Renewal

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### Recommendation:

THAT By-law 60-2026, being a By-law to enter into a lease renewal agreement with the Bayfield International Croquet Club be given first, second, third and final reading, and finally passed this 15<sup>th</sup> day of June, 2026.

### Background:

The Bayfield International Croquet Club (BICC) was formed in 1973. From 1973 to 2007, the Club played at various locations, including the Agricultural Grounds, Pioneer Park, and a farm property east of Bayfield. In 2007, the Club entered into a Lease Agreement with the Municipality of Bluewater and moved to the current facility on David Street in Bayfield. The facility originally consisted of a two-court layout and, in 2016, a third court was added in response to growing membership.

The Club is often cited as the largest in North America, with over 100 members, and hosts many events, including national championship tournaments.

In the current Lease Agreement, “Article 3 – Term” states:

*3.1 Term – The Term of this lease shall be Twenty (20) years commencing on the 8<sup>th</sup> day of January, 2007 and from thenceforth next ensuing and fully to be completed and ended on the 7<sup>th</sup> day of January, 2027, unless terminated earlier or renewed on consent as provided in this Lease.*

*3.2 Option to Renew – The Tenant shall have one (1) option to renew the Term for a further period of twenty (20) years commencing on January 8<sup>th</sup>, 2027 on the same terms and conditions as set out in this Lease (except for any further right to renew).*

Staff reached out to the BICC in January 2026 to confirm whether the Club wished to renew the lease, as the existing Lease Agreement includes an option for the Club to renew for one additional twenty-year term. The Club confirmed that it would like to renew and is not requesting any changes to the agreement. Since the option to renew is already included in the existing Lease Agreement, the proposed renewal agreement is being brought forward to formalize the renewed term.

The lease renewal agreement has been reviewed by legal counsel. The Municipality’s insurance provider also reviewed the insurance provisions and recommended updated insurance language to better reflect current municipal insurance requirements. The updated lease renewal agreement replaces the previous insurance clause with more detailed requirements, including all-risks property insurance, commercial general liability insurance, tenant’s legal liability insurance and certificate of insurance requirements. The BICC has indicated that it has no concerns with meeting the updated insurance requirements.

**Financial Impact:**

The rent for the premises is \$1.00 per annum. The BICC is responsible for all utilities, maintenance, and repair costs. The Club also provides a copy of its insurance annually, listing the Municipality as an additional insured.

**Attachments:**

1. By-law 60-2026 - Lease Renewal Agreement
2. Bayfield International Croquet Club Lease Agreement 2007-2027

Prepared & Submitted By: Maggie Off, Manager of Facilities, Parks & Recreation

Approved for Submission: Chandra Alexander, Acting CAO/Clerk

# The Corporation of the Municipality of Bluewater

## By-Law Number 60 – 2026

Being a By-law to Enter into an Agreement with the Bayfield International Croquet Club

**Whereas** Sections 8 to 11 inclusive of the Municipal Act, S.O. 2001, c. 25 as amended, authorizes the a municipality to enact by-laws and to enter into agreements for the purposes of the municipality; and

**Whereas** the Bayfield International Croquet Club (“the Club”) operates a recreational croquet club for use by club members; and

**Whereas** the Club has leased the lands described as Part of Lots 6 and 7, Range “D”, Geographic Township of Stanley, now the Municipality of Bluewater, County of Huron, designated as Part 1 on Plan 22R-5328, from the Municipality of Bluewater since January 2007; and

**Whereas** the Club has confirmed its desire to continue operation of a croquet club on the lands described, under the terms of the original lease with no changes; and

**Whereas** Section 3.2 of the lease dated January 8, 2007, stated the Tenant shall have one (1) option to renew the Term for a further period of twenty (20) years commencing on January 8th, 2027 on the same terms and conditions as set out in this [the original] Lease; and

**Whereas** the Council of the Municipality of Bluewater is desirous of continuing the lease;

**Now therefore** The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT the Mayor and Clerk be directed to execute the agreement with the Bayfield International Croquet Club.
2. THAT the Agreement be attached to this By-law as Schedule “A” and shall form part of the By-law.
3. THAT this By-law shall come into effect on the date of passing.

By-law read a first and second time this 15th day of June, 2026.

By-law read a third time and finally passed this 15th day of June, 2026.

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Paul Klopp, Mayor

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Chandra Alexander, Clerk

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2026,

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER  
(hereinafter called the "Landlord")

Of the first part

and

BAYFIELD INTERNATIONAL CROQUET CLUB  
(hereinafter called the "Tenant")

Of the second part

WHEREAS the parties hereto entered into a Lease Agreement in respect of certain lands, which Lease Agreement is attached hereto as Schedule "A;"

AND WHEREAS the initial term of the lease will expire on January 7<sup>th</sup>, 2027;

AND WHEREAS pursuant to the Lease Agreement the Tenant can renew the lease for one further term of twenty (20) years;

AND WHEREAS the Tenant has given notice to the Landlord that it wishes to exercise its option to renew the Lease Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, representations, warranties and payments herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. The Parties warrant that the recitals to this Agreement are true.
2. The Lease Agreement is hereby renewed for one further term of twenty (20) years beginning on January 8, 2027, and expiring on January 7, 2047.
3. The renewal shall be on the same terms as set out in Schedule "A," except that:
  - a. Paragraph 3.2 of the Lease Agreement shall have no effect,
  - b. Paragraph 5.7 of the Lease Agreement shall be deleted and replaced with the following:

5.7 Tenant's Insurance

During the Term, it is the Tenant's own responsibility to maintain at its own expense:

**All-Risks Property Insurance**

All-risks, also known as all-perils (including sewer back-up, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of Every Description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Premises, including, without limitation, anything in the nature of a leasehold improvement;

**Commercial General Liability Insurance**

The Tenant shall at their expense, obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

A limit of liability of not less than \$2 million/occurrence with an aggregate of not less than \$2 million;

Add the Landlord as an Additional Insured with respect to the operations of the Named Insured (the tenant);

The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured;

Non-owned automobile coverage with a limit not less than and shall include contractual non-owned coverage (SEF 96);

Products and Completed Operations coverage;

Contractual Liability;

Hostile fire; and,

The policy shall provide 30 days prior notice of cancellation.

**Tenant's Legal Liability Insurance**

Tenant's legal liability insurance for the actual cash value of the building and structures on/within the demised premises, including loss of use thereof.



THIS INDENTURE made as of the 8<sup>th</sup> day of January, 2007.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER  
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

BAYFIELD INTERNATIONAL CROQUET CLUB  
(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements herein contained the Landlord and the Tenant agree as follows:

**1. ARTICLE 1 - DEFINITIONS**

1.1 For the purposes of this Lease:

- (a) "Article" means an article of this Lease;
- (b) "Commencement Date" means the first day of the Term.
- (c) "Laws" means all statutes, regulations, by-laws, orders, rules, requirements and directions of all federal, provincial, municipal and other governmental authorities having jurisdiction.
- (d) "Lease" means this lease, all schedules attached to this lease, and every properly executed instrument which by its terms amends, modifies or supplements this lease.
- (e) "Premises" means the lands and premises described in Schedule "A".
- (f) "Rent" means the aggregate of all amounts payable by Tenant to Landlord under this Lease.
- (g) "Term" means the period of time set out in Article 3.

**2. ARTICLE 2 – GRANT OF LEASE**

- 2.1 In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord hereby demises and leases the Premises to the Tenant and the Tenant hereby leases and accepts the Premises from the Landlord to have and to hold during the Term, subject to the terms and conditions of this Lease.
- 2.2 The use and occupation by the Tenant of the Premises shall include the use in common with others entitled thereto of the adjoining roadways for access to and from the Premises.
- 2.3 Covenants of Landlord and Tenant: Provided that Tenant complies with all of the provisions contained in this Lease, Landlord covenants to observe and perform all of the terms and conditions to be observed and performed by the Landlord under this Lease. Tenant covenants to pay the Rent when due under this Lease and to observe and perform all of the terms and conditions to be observed and performed by Tenant under this Lease.

3. **ARTICLE 3 - TERM**

- 3.1 **Term** – The Term of this lease shall be Twenty (20) years commencing on the 8th day of January, 2007 and from thenceforth next ensuing and fully to be completed and ended on the 7th day of January, 2027, unless terminated earlier or renewed on consent as provided in this Lease.
- 3.2 **Option to Renew** – The Tenant shall have one (1) option to renew the Term for a further period of twenty (20) years commencing on January 8th, 2027 on the same terms and conditions as set out in this Lease (except for any further right to renew).

4. **ARTICLE 4 - RENT**

- 4.1 **Rent** – The Rent for the Premises for the Term shall be the sum of One Dollar (\$1.00) per annum which shall be payable to the Landlord in advance on November 1<sup>st</sup> of each year of the Term.
- 4.2 **Payment of Rent** – All amounts payable by Tenant to Landlord under this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payments in the case of arrears of Rent. Rent shall be paid to Landlord, without deduction or set-off, in Canadian Funds, at the address of Landlord as set forth below, or to such other person or at such other address as Landlord may from time to time designate in writing.:

Municipality of Bluewater  
14 Mill Avenue  
Box 250  
Zurich, Ontario  
N0M 2T0

5. **ARTICLE 5 - TENANT'S COVENANTS**

- 5.1 The Tenant covenants and agrees with the Landlord as follows:
- (a) **Utilities:** to pay when due all amounts which are payable for utilities supplied to the Premises, including but not limited to, charges for electricity, gas and water and to pay the cost of all telephone services supplied thereto;
- (b) **Use of Premises:**
- (i) to use the Premises strictly and solely for the purpose of a croquet club and recreation facility, and uses ancillary thereto, and for such other lawful purpose as is approved in writing by the Landlord, acting reasonably;
  - (ii) the Tenant shall not use or permit or suffer the use of the Premises or any part thereof for any purpose which may void the insurance on the Premises or which might cause the premiums for such insurance to unreasonably increase;
  - (iii) the Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, licensee or others without the prior written consent of the Landlord;
  - (iv) the Tenant will not use or permit, or suffer the use of the Premises, or any part thereof, for any of the following businesses or activities:
    - (A) the sale of second hand goods or surplus articles, insurance salvage stock, fire sale stock or bankruptcy stock;
    - (B) the sale of fireworks of any kind;

- (C) an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale, or warehouse sale;
  - (D) any practice of unethical or deceptive advertising or selling procedures; or
  - (E) catalogue sales in or from the Premises except of merchandise which the Tenant is permitted to sell "over the counter" in or at the Premises.
- (v) the Landlord shall have the right to cause the Tenant to discontinue and the Tenant shall thereupon forthwith discontinue the sale of any item, merchandise, commodity, or the supply of any service, or the carrying on of any business, any of which is either prohibited by this clause or which the Landlord reasonably determines is not directly related to the business set out in this clause.
- (c) Tenant Not to Overload Utility Facilities: that it shall not install any equipment which will exceed or overload the capacity of any utility facilities; if any equipment installed by the Tenant shall require additional utility facilities same shall be installed at the Tenant's expense in accordance with plans and specifications to be approved by the Landlord, acting reasonably;
  - (d) Maintenance and Repairs by Tenant: at the Tenant's expense, that it shall at all times keep the Premises and all buildings, fixtures, equipment and appurtenances thereof and improvements thereto, in good order, and repair, excluding reasonable wear and tear, lighting damage, and any other damage caused by unavoidable casualty;
  - (e) Repair on Notice and Surrender of Premises: the Tenant shall effect all repairs referred to therein according to notice from the Landlord, but failure to give notice shall not relieve the Tenant from its obligation to repair;
  - (f) Repair Where Tenant at Fault: that if the Premises get out of repair or become damaged or destroyed through negligence, carelessness or misuse of the Tenant or those for whom it is in law responsible, the expense of the necessary repairs, replacement or alterations shall be borne solely by the Tenant;
  - (g) Assignment and Subletting: that subletting or assigning of the Premises or otherwise transferring the rights set out in this Lease shall not be permitted;
  - (h) Environmental: the Tenant shall indemnify and hold harmless the Landlord, and its officers and directors, from and against any and all costs, expenses, losses, damages, causes of action, charges, proceedings, claims or demands arising out of or related to:
    - (i) the use by the Tenant of the Premises as a waste disposal site, as such term is defined in the *Environmental Protection Act* (Ontario) (the "EPA");
    - (ii) any contravention of any provision of the EPA caused or contributed to by the Tenant or those for whom it is in law responsible; or,
    - (iii) any spill or a pollutant (as such terms are defined in the EPA) relating to the use of the Premises by the Tenant, including specifically, without limiting the generality of the foregoing, all costs and expenses incurred in the restoring or rectifying the Premises, or its lands, or complying with any action requests, orders or violation notices issued under the EPA and relating to or arising out of the use of the Premises by the Tenant or its invitees; and
  - (i) Miscellaneous: the Tenant shall be responsible for any construction costs and reasonable legal costs associated with this Lease, and the Tenant acknowledges that the municipal access road adjacent to the Premises will not be upgraded by the Landlord.

- 5.2 **Compliance with Laws** – The Premises shall be used and occupied in a safe, careful and proper manner and the Tenant shall comply with all provisions of law including, without limiting the generality of the foregoing, federal and provincial legislative enactments, building by-laws, and other governmental or municipal regulations which relate to the operation and use of the Premises by the Tenant, or to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises by the Tenant, and to comply with all police, fire and sanitary regulations imposed by any governmental, provincial or municipal authorities or made by fire insurance underwriters, and to observe and obey governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises. If due solely to Tenant's use of the Premises, improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, Tenant shall pay the entire cost thereof.
- 5.3 **Abandonment** – The Tenant shall not vacate or abandon the Premises at any time during the Term without Landlord's written consent, save and except during the winter season.
- 5.4 **Waste and Nuisance** – Tenant shall not cause or maintain any waste or nuisance in or about the Premises, and shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which could create a fire hazard or undue vibration, heat or noise.
- 5.5 **Prohibited Uses** – If, in the opinion of Landlord, acting reasonably, Tenant is in breach of any of the provisions of this Article, Tenant shall immediately discontinue such use upon Landlord's written request.
- 5.6 **Access by Landlord** – Tenant shall permit Landlord, its employees and agents, to enter the Premises outside normal business hours, and during normal business hours, where such will not unreasonably disturb or interfere with Tenant's use of the Premises, to examine and inspect the Premises, to provide services or make repairs, replacements, changes or alterations as set out in this Lease, and to take such steps as Landlord may deem necessary for the safety, improvement or preservation of the Premises, or to read any meters, or to exercise any of Landlord's rights pursuant to this Lease. Tenant shall provide free and unhampered access for such purposes. Landlord shall, except in the case of an emergency, give reasonable notice to Tenant prior to such entry, but no such entry shall constitute an eviction or entitle Tenant to any abatement of Rent.
- 5.7 **Tenant's Insurance** – During the Term, it is the Tenant's own responsibility to maintain at its own expense:
- (a) fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Tenant's improvements and all property on the Premises which is not owned by Landlord;
  - (b) liability insurance against claims for death, personal injury and property damage in or about the Premises; and
  - (c) such other insurance as a prudent tenant would require for similar leased premises.

All insurance maintained by Tenant hereunder shall be on terms and with insurers to which Landlord has no reasonable objection.

Tenant shall furnish to Landlord, if and whenever reasonably requested by it, certificates or other evidence acceptable to Landlord as to the insurance from time to time required to be effected by the Tenant and its renewal or continuation in force.

If Tenant shall fail to take out, renew and keep in force such insurance, Landlord may do so as the agent of Tenant and, as additional Rent, Tenant shall repay to Landlord any amount paid by Landlord as premiums forthwith upon demand.

6. **ARTICLE 6 – LANDLORD’S COVENANTS**

6.1 The Landlord covenants and agrees with the Tenant as follows:

- (a) **Quiet Enjoyment:** that the Tenant may peacefully and quietly have, hold, occupy, possess and enjoy the Premises during the Term provided the Tenant pays the Rent and keeps, observes and performs all of the other covenants and provisions as required in this Lease; and
- (b) **Access:** to permit the Tenant and its employees and all persons lawfully requiring communication with them in common with others access to the entrances, roadways and driveways, leading to the Premises.

6.2 **Compliance with Laws** - The Landlord shall comply with all provisions of law including, without limiting the generality of the foregoing, federal and provincial legislative enactments, building by-laws, and other governmental or municipal regulations which relate to the operation and use of the Premises or the adjoining lands by the Landlord or those for whom it is in law responsible, or to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to or on the adjoining lands by the Landlord or those for whom it is in law responsible, and to comply with all police, fire and sanitary regulations imposed by any governmental, provincial or municipal authorities or made by fire insurance underwriters, and to observe and obey governmental and municipal regulations and other requirements governing the conduct of any business conducted on such adjoining lands. The Landlord shall be liable for any environmental contamination of the Premises existing prior to the Commencement Date and indemnify the Tenant from any demands, claims, costs or expenses in relation to such existing contamination.

7. **ARTICLE 7 – LOSS AND DAMAGE**

7.1 **Loss and Damage** – The Tenant shall indemnify and hold harmless the Landlord and its employees/agents from and against every demand, claim, cause of action, judgment and expense, and all loss and damage arising from:

- (a) any death, injury or damage to the person or property of Tenant or to any others located on the Premises;
- (b) any loss or damage, however caused, to any property of the Tenant or others, located on or about the Premises;
- (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Premises; and
- (d) any injury or damage not specified above to the person or property of Tenant, its agents, servants or employees, or any other person entering upon the Premises under express or implied invitation of Tenant,

where the injury or damage is caused by any reason other than the omission, negligence or misconduct of Landlord, its agents, servants, employees or other persons for whom it may be responsible.

8. **ARTICLE 8 – NO REPRESENTATIONS**

8.1 The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alterations, remodeling or decoration of, or installation of equipment or fixtures in the Premises, except such, if any, as is expressly set forth in this Lease.

8.2 The Tenant acknowledges and accepts that the municipal access roads to the Premises will not be upgraded and agrees not to hold the Landlord responsible for any loss or damage resulting from the Tenant’s, Tenant’s employee’s or Tenant’s agent’s use of these access roads.

9. **ARTICLE 9 – SIGNS FIXTURES AND ALTERATIONS**

9.1 **Alterations by Tenant** – Tenant may from time to time at its own expense make changes, additions and improvements to the Premises, including the construction of recreational playing fields and buildings, to better adapt the same to its use, provided that any such change, addition or improvement shall:

- (a) comply with the requirements of any governmental or quasi-governmental authority having jurisdiction;
- (b) be made only with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed;
- (c) equal or exceed the then current standards;
- (d) be carried out only by persons selected by Tenant and approved in writing by Landlord, acting reasonably, who shall if required by Landlord deliver to Landlord before commencement of the work performance and payment bonds as well as proof of worker's compensation and public liability and property damage insurance coverage, with Landlord named as an additional insured, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work will be carried out; and
- (e) be carried out at the sole expense of the Tenant and the Tenant shall be responsible for all costs, including legal expenses associated therewith.

All such work shall be performed in accordance with any reasonable conditions or regulations imposed by Landlord, which may include inspections and reasonable supervision and shall be completed in good working manner in accordance with the description of the work approved by Landlord.

Any increase in property taxes on or fire or casualty insurance premiums for the Premises attributable to such change, addition or improvement shall be borne by Tenant.

9.2 **Tenant shall Discharge all Liens** – Tenant shall pay before delinquency all costs for work done or caused to be done by Tenant on the Premises which could result in any lien or encumbrance on Landlord's interest in the Land or Building or any part thereof, shall keep the title to the property and every part thereof free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless Landlord against any claim, loss, costs, demand and legal or other expense, whether in respect of any lien or otherwise, arising out of supply of material, services or labour for such work. The Tenant shall immediately notify the Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and which affects the title to the Land or Premises or any part thereof, and shall cause the same to be removed within ten (10) days (or such additional time as Landlord may consent to in writing), failing which Landlord may take such action as Landlord deems reasonably necessary to remove the same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord.

9.3 **Signs:** The Tenant shall not paint, place, affix, inscribe or display any sign, picture, direction, lettering, advertisement or notice except in accordance with applicable sign by-laws and regulations. Upon the Tenant ceasing to be a tenant of the Premises, the Landlord will cause any sign to be removed or obliterated at the Tenant's expense.

10. **ARTICLE 10 - DEFAULT OF TENANT**

10.1 **Right to Re-Enter** – In the event the Tenant fails to observe any terms, conditions or covenants of this Lease and if the Tenant has failed to rectify the default within a reasonable period of time after becoming aware of such default, the Landlord shall, on not less than ten (10) days written notice to the Tenant and subject to any rights or remedies available to the Tenant, have the immediate right of re-entry.

- 10.2 **Legal Expenses** – In case suit shall be brought for recovery of possession of the Premises for the recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any other covenants herein contained on the part of the Tenant to be kept or performed and a breach shall be established, the Tenant shall pay to the Landlord all reasonable expenses incurred therefor including all reasonable legal fees.
- 10.3 **Landlord May Perform Covenants** – If the Tenant shall fail to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time in its discretion and without liability to the Tenant for any loss or damage to the Tenant perform or cause to be performed any of such covenants or obligations or any part thereof, and for such purpose may do such things as may be requisite, including, without limitation, entering upon the Premises upon reasonable prior notice (not less than seven (7) days, except in an emergency) to the Tenant and doing such things upon or in respect of the Premises or any part thereof as the Landlord may consider requisite or necessary. All reasonable expenses incurred and expenditure made by or on behalf of the Landlord under this section shall be collected in the same manner as Rent hereunder and shall be paid by the Tenant within ten (10) days of receipt of the Landlord's invoice therefor.
- 10.4 **Tenant May Perform Covenants** – If the Landlord shall fail to perform any of the covenants or obligations of the Landlord under or in respect of this Lease, the Tenant may upon reasonable prior notice (not less than seven (7) days, except in an emergency) from time to time in its discretion perform or cause to be performed any of such covenants or obligations or any part thereof, and for such purpose may do such things as may be requisite upon or in respect of the Premises as the Tenant may consider requisite or necessary. All reasonable expenses incurred and expenditure made by or on behalf of the Tenant under this section shall be paid by the Landlord within ten (10) days of receipt of the Tenant's invoice therefore.

10. **ARTICLE 11 – ASSIGNMENT BY LANDLORD**

- 11.1 In the event of the sale by the Landlord of the Premises or the assignment by the Landlord of this Lease or any transfer of interest of the Landlord hereunder and to the extent that such purchaser or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall without further written agreement be freed and relieved of liability upon such covenants and obligations.

11. **ARTICLE 12 – SURRENDER**

- 12.1 **Possession** – Upon the expiration or other termination of the Term, the Tenant shall immediately quit and surrender possession of the Premises in substantially the condition in which the Tenant is required to maintain the Premises. Upon such surrender, all right, title and interest of Tenant in the Premises shall cease.
- 12.2 **Trade Fixtures, Personal Property and Improvements** – Subject to the Tenant's rights, after the expiration or other termination of the Term, all of Tenant's trade fixtures, personal property and improvements remaining in the Premises shall be deemed conclusively to have been abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to compensate Tenant or to account therefore, and Tenant shall pay to Landlord on written demand all reasonable costs incurred by Landlord in connection therewith.
- 12.3 **Merger** – The voluntary or other surrender of this Lease by the Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord shall not work as a merger.

12.4 **Payments After Termination** – No payments of money by Tenant to Landlord after the expiration or other termination of the Term or after the giving of any notice by Landlord to Tenant, shall reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under the Lease, and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained.

## 12. **ARTICLE 13 - BUSINESS DEALINGS**

- 13.1 **No Tacit Renewal** – In the event the Tenant remains in possession of the Premises after the end of the Term hereof and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted and the Tenant shall be deemed to be occupying the Premises as the Tenant from month to month on the same terms as set out in this Lease.
- 13.2 **Successors** – All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been approved by the Landlord in writing.
- 13.3 **Waiver** – The waiver by the Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing by the Landlord.
- 13.4 **Accord and Satisfaction** – No payment by Tenant or acceptance of payment by Landlord of any amount less than the full amount payable to Landlord, and no endorsement, direction or note on any cheque or other written instruction or statement respecting any payment by Tenant shall be deemed to constitute payment in full or an accord and satisfaction of any obligation of Tenant and Landlord may receive any such lesser amount and any such endorsement, direction, note, instruction or statement without prejudice to any of Landlord's other rights under this Lease or at law, whether or not Landlord notifies Tenant of any disagreement with or non-acceptance of any amount paid or any endorsement, direction, note, instruction or statement received.
- 13.5 **Entire Agreement** – This Lease and Schedules attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by both parties hereto.
- 13.6 **No Partnership** – The Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.
- 13.7 **Force Majeure** – In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the

delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Tenant from prompt payment of Rent, additional rent or any other payments required by the terms and conditions of this Lease.

13.8 **Notices** – Any notice, demand, request or other instrument permitted or required to be given under this Lease shall be delivered in person or sent by registered mail postage prepaid and shall be addressed:

(a) if to the Landlord, at P.O. Box 250, 14 Mill Avenue, Zurich, Ontario, N0M 2T0 or at such other address as the Landlord may designate by written notice; and

(b) if to the Tenant, Norman Brown, P.O. Box 511, Bayfield, Ontario, N0M 1G0 or at such other address as the Tenant may designate by written notice.

Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day upon which it is delivered or, if mailed, then on the third business day following date of mailing as the case may be.

13.9 **Headings and Article Numbers** – The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such sections of this Lease nor in any way affect this Lease.

13.10 **Partial Invalidity** – If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

13.11 **No Option** – The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by the Landlord and the Tenant.

13.12 **Registration** – If requested by the Tenant, the Landlord agrees to register a memorandum or so-called "short form" of this Lease for the purposes of registration as soon as reasonably possible after the Commencement Date, said memorandum or short form of this Lease shall describe the parties, the Premises, the terms and conditions of this Lease.

13.13 Landlord to include Representatives: Wherever the word, "Landlord", is used in the present Lease, it shall be deemed to include the Landlord and its duly authorized representatives.

13.14 Planning Act – This Lease is entered into subject to the provisions of and compliance with the provisions of all applicable legislation dealing with planning restrictions including the *Planning Act*, R.S.O. 1990, c. P.13 and amendments.

13.15 Governing Law: This Lease shall be construed and governed by the laws of the Province of Ontario.

### 13. ARTICLE 14 – TAXES

14.1 **Tenant's Taxes** – Tenant shall pay before delinquency every real estate tax, assessment, licence fee, excise and other charge, however described, which is imposed, levied, assessed or charged by any governmental or quasi-governmental authority having jurisdiction and which is payable in respect of the Term upon or on account of:

- (a) the Land or Building;
- (b) operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of Tenant;
- (c) fixtures or personal property in the Premises which do not belong to the Landlord; and,
- (d) the Rent paid or payable by the Tenant to Landlord for the Premises or for the use and occupancy of all or any part thereof, including any and all goods and services taxes, sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Landlord with respect to rent payable by Tenant to Landlord under this lease,

provided that if Landlord so elects by notice to Tenant, Tenant shall add any amounts payable under this Article 14.1 to the instalments of Rent payable under this Lease and Landlord shall remit such amounts to the appropriate authorities. Landlord shall have all of the same remedies for and rights of recovery of amounts payable under this Article 14.1 as it has for recovery of Rent under this lease.

14.2 **Right to Contest** – The Tenant shall have the right, after first notifying the Landlord, to contest in good faith the validity or amount of any tax, assessment, licence fee, excise fee and other charge which it is responsible to pay under this Article 14, provided that no contest by Tenant may involve the possibility of forfeiture, sale or disturbance of Landlord's interest in the Premises and that upon the final determination of any contest by Tenant, Tenant shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interests, and in the event of such contest, Landlord and Tenant shall cooperate with each other.

**IN WITNESS OF THIS LEASE** Landlord and Tenant have properly executed it as of the date set out on page one.

Dated at \_\_\_\_\_ this 8th day of January, 2007.

**THE CORPORATION OF THE  
MUNICIPALITY OF BLUEWATER**

Per: Bill Dawson

Per: J. Z.

We have authority to bind the corporation

**BAYFIELD INTERNATIONAL  
CROQUET CLUB**

Per: Brendan Lane

Name: Brendan Lane,  
President

I have authority to bind Bayfield International Croquet Club

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF LANDS**

Part of Lots 6 and 7, Range "D", Geographic Township of Stanley,  
now the Municipality of Bluewater, County of Huron, designated as  
Part 1 on Plan 22R-5328.

Land Titles Division of Huron

932546.2

## Bayfield Farmers Market License Agreement

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### **Recommendation:**

THAT By-law 59-2026, Being a by-law to enter into a Bayfield Farmers Market License Agreement with the Huron County Farmers' Market Network for the use of a portion of Clan Gregor Square, Bayfield, be given first, second, and third reading this 15<sup>th</sup> day of June 2026.

### **Background:**

The Huron County Farmers' Market Network has operated the Bayfield Farmers Market seasonally in Clan Gregor Square since 2014. Over that time, the market has become an established seasonal activity in Bayfield and continues to operate from Clan Gregor Square during the market season. The Network is a producer-driven, community-focused not-for-profit membership association that manages and operates farmers' markets within Huron County to provide farmers and artisans with a venue to sell their products and to provide the public with access to fresh local food, fine products and a social hub.

The Clan Gregor Square Washroom Building was developed through a Trillium Grant project involving the Municipality and community partners, including the Bayfield Farmers' Market. The project also involved community fundraising to support the portion of the costs not covered by grant funding. Through that project, the storage closet within the washroom building was identified for Farmers' Market storage use.

Staff have prepared a formal License Agreement for Council's consideration to document the terms under which the market may continue to operate on municipal property. The agreement covers use of municipal lands, operational responsibilities, insurance, indemnity and public safety and is consistent with the terms in other municipal license agreements. It also addresses matters such as vendor and vehicle access, use of existing electrical service, use of the storage closet, cleanliness and maintenance expectations and the continued shared use of the park. The agreement has been reviewed by the municipality's insurance provider and legal counsel.

A License Agreement is the preferred arrangement because it allows the Municipality to permit the Farmers' Market to use part of the park without giving exclusive rights to the land. This means that the Municipality still owns and controls Clan Gregor Square and can continue to use and manage the park for other public purposes, so long as those uses do not unreasonably interfere with the market.

### **Financial Impact:**

The financial impact is nominal and limited to staff time to administer the agreement and in-kind support including access to electrical, washroom facilities and garbage & recycling. These costs are accommodated within existing operating budgets.

The Huron County Farmers' Market Network is responsible for insurance, day to day operation of the market, vendor management, set up and take down, traffic control, site cleanliness etc.

**Attachments:**

- 1. By-law 59-2026 Bayfield Farmers Market License Agreement

Prepared & Submitted By: Maggie Off, Manager of Facilities, Parks & Recreation

Approved for Submission: Chandra Alexander, Acting CAO/Clerk

# The Corporation of the Municipality of Bluewater

## By-Law Number 59 – 2026

Being a By-law to Enter into a Bayfield Farmers Market License Agreement with the Huron County Farmers' Market Network for the use of a portion of Clan Gregor Square, Bayfield

**Whereas** Section 9 of the Municipal Act, 2001, S.O. 2001 (Act), provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this Act; and

**Whereas** Section 5(3) of the Act provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law; and

**Whereas** The Huron County Farmers' Market Network has operated the Bayfield Farmers' Market seasonally in Clan Gregor Square since 2014;

**Whereas** The Huron County Farmers' Market Network wishes to continue to using lands at 6 The Square Bayfield, known as Clan Gregor Square, for the purpose of operating the Bayfield Farmers' Market;

**Whereas** Council of the Corporation of the Municipality of Bluewater deems it appropriate and in the public interest to enter into a license agreement for the use of land for a farmers' market within the area known as Clan Gregor Square;

**Now therefore** The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT Council authorize the Mayor and Clerk to execute the license agreement with the Huron County Farmers' Market network.
2. THAT the agreement with the Huron County Farmers' Market Network is attached hereto as "Schedule A" and forms part of the by-law.
3. THAT this By-law shall come into effect on the date of passing.  
By-law read a first and second time this 15th day of June, 2026.  
By-law read a third time and finally passed this 15th day of June, 2026.

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Paul Klopp, Mayor

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Chandra Alexander, Clerk

THIS AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER**

Hereinafter referred to as “the Licensor”  
Of the First Part

-and-

**Huron County Farmers’ Market Network**

Hereinafter referred to as the “Licensee”  
Of the Second Part

**WHEREAS** the Licensor is the registered owner of the lands municipally known as 6 The Square, Bayfield, Ontario and legally described as PART CLAN GREGOR SQUARE PLAN 147 BAYFIELD DESIGNATED PART 2, PLAN 22R7218; MUNICIPALITY OF BLUEWATER; Municipality of Bluewater, County of Huron, being Parcel Identification Number 41202-0064 (LT), (Clan Gregor Square); (the “Property”);

**AND WHEREAS** the Licensee is the Huron County Farmers’ Market Network, a producer-driven, community-focused not-for-profit membership association whose mandate includes the management and operation of farmers’ markets within Huron County to provide farmers and artisans with a sales venue for their products and to provide the public with access to fresh local food, fine products and a social hub;

**AND WHEREAS** the Licensee has requested permission to operate a seasonal farmers market on a designated portion of the Property, together with use of a small storage closet located within the Clan Gregor Square Washroom Building, as approved by the Licensor and generally shown in Schedule “A” attached hereto;

**AND WHEREAS** the Licensor has agreed to permit the Licensee to operate and maintain a seasonal farmers market on a designated portion of the Property for public attendance on a non-exclusive basis, subject to the terms and conditions of this Agreement;

**NOW THEREFORE WITNESSETH** that in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Recitals**

1. The parties warrant that the above recitals are true.

**Definitions**

2. In this Agreement:
  - a. “**Agreement**” means this Farmers Market License Agreement;
  - b. “**Applicable Laws**” means all applicable federal, provincial and municipal laws, statutes, regulations, by-laws, orders, directions, public health requirements, fire code requirements, and policies, as amended from time to time;
  - c. “**Farmers Market**” means the seasonal outdoor market operated by the Licensee on the Property for the sale, promotion and distribution of farm products, food products, handmade goods and such other permitted items as may be approved by the Licensor from time to time;

- d. “**Licensor**” means The Corporation of the Municipality of Bluewater;
- e. “**Licensee**” means the Huron County Farmers’ Market Network;
- f. “**Licensed Area**” means the portion of the Property approved by the Licensor for use by the Licensee for the Farmers Market, as shown in Schedule “A” to this agreement, together with the approved storage closet in the Clan Gregor Square Washroom Building;
- g. “**Market Day**” means each day on which the Farmers Market is authorized to operate pursuant to this Agreement;
- h. “**Property**” means the municipal lands known as Clan Gregor Square, Bayfield, Ontario, together with the washroom building and surrounding park lands, as applicable; and
- i. “**Term**” means the term of this Agreement as set out herein.

### **Property**

- 3. The Licensor hereby grants to the Licensee a non-exclusive license to use the Licensed Area for the purpose of establishing, operating and maintaining the Farmers Market, subject to the terms and conditions of this Agreement. The location and extent of the Licensed Area, including access routes, vendor locations, and the approved storage closet, shall be as approved by the Licensor from time to time.

### **Term of Agreement**

- 4. The parties hereby agree that the Term of this Agreement shall be for five (5) years, deemed to have commenced on January 1, 2026 and expiring on December 31, 2030 (the “Term”).

### **License Fee**

- 5. The Licensee shall pay a one-time license fee of two dollars (\$2.00) at the time of signing this Agreement and before the Licensee commences any use of the Licensed Area pursuant to this Agreement.

### **Renewal**

- 6. If the Licensee is not then in default of this Agreement, the parties may renew the Term of this Agreement for one additional term of five (5) years, on the written agreement of both parties and on such terms and conditions as may be agreed upon at that time.
- 7. Either party shall notify the other in writing of any proposed changes to the terms of renewal at least six (6) months prior to the expiry of the Term.

### **Termination**

- 8. Either party may terminate this Agreement without cause by providing the other party with not less than one hundred twenty (120) days’ prior written notice of termination. Upon such termination, the Licensee shall, at its sole expense, remove any equipment, materials, supplies, signage or other property belonging to the Licensee or its vendors from the Licensed Area and restore the Licensed Area to a condition satisfactory to the Licensor, acting reasonably, unless the Licensor elects in writing to retain any such item.
- 9. Either party may terminate this Agreement if the other party is in breach of the terms of this Agreement and such breach is not remedied within thirty (30) days next following written notice of such breach, or such longer period as the Licensor may permit in writing where the breach is capable of being remedied but reasonably requires additional time. This Agreement may also be terminated at any time by mutual written agreement of the parties.
- 10. In the event of a fundamental breach of this Agreement, the Licensor may terminate this Agreement forthwith, including where:
  - a. the Licensee fails to maintain the insurance required by this Agreement;

- b. the Licensee uses the Property for a purpose not permitted by this Agreement;
- c. the Licensee creates or permits a condition on the Property that, in the reasonable opinion of the Licensor, poses a risk to public health or safety;
- d. the Licensee causes serious damage to the Property;
- e. the Licensee fails to comply with Applicable Laws relating to food handling, public health, fire safety, traffic control or public safety; or
- f. the Licensee permits vendors to operate in a manner that materially endangers patrons, park users, volunteers, vendors, staff or members of the public.

### **Responsibilities of the Licensee**

#### 11. The Licensee shall:

- a. be solely responsible for the management, oversight and day-to-day operation of the Farmers Market;
- b. establish and enforce rules for vendors, volunteers, staff, contractors and participants attending or operating at the Farmers Market;
- c. ensure that the Farmers Market is operated in a safe, orderly and lawful manner;
- d. ensure that all vendors, volunteers, agents and contractors engaged by the Licensee are appropriately trained, supervised and qualified for the duties they perform;
- e. obtain and maintain all permits, approvals, inspections, licenses and permissions required for the operation of a Farmers Market;
- f. notify municipal staff of market dates and hours 60 days prior to the first event each season;
- g. ensure that all vendors comply with Applicable Laws, including without limitation all public health, food safety, fire safety, accessibility, traffic control and consumer protection requirements;
- h. be solely responsible for the supply, set-up, take-down, storage, maintenance and security of vendor booths, tables, tents, displays, equipment and materials required for the operation of the Farmers Market, as applicable;
- i. ensure the Licensed Area is set up and taken down in a timely manner on each Market Day;
- j. ensure that no use of the Licensed Area extends beyond the approved dates, times and operating hours authorized by the Licensor;
- k. ensure that the Farmer's Market does not create unreasonable noise or nuisance to the surrounding properties or other users of Clan Gregor Square;
- l. maintain the Licensed Area in a neat, orderly, clean and safe condition during each Market Day and ensure that any excessive litter, refuse, recycling, cardboard, produce waste and vendor debris are removed at the conclusion of each Market Day;
- m. ensure that vendors do not leave any goods, equipment, trailers, tents, structures, displays or other materials on the Property between Market Days, except within the approved storage closet and only to the extent approved by the Licensor;

- n. ensure that the storage closet is used only for approved Farmers Market supplies and not for hazardous, flammable, perishable, prohibited or unlawful materials;
- o. ensure that the storage closet remains secure at all times and that access is limited to authorized persons only;
- p. be solely responsible for the safekeeping, control and return of the keys issued by the Licensor for access to the Licensed Area and/or storage closet, including ensuring that only two keys are issued by the Licensor for each season unless otherwise approved in writing;
- q. return all keys issued by the Licensor at the end of each market season, or immediately upon expiry or termination of this Agreement, or sooner upon request by the Licensor;
- r. ensure that all vehicles, trailers and vendors unloading activities associated with the Farmers Market enter, exit and circulate only in accordance with designated routes and access restrictions approved by the Licensor and that the established route requires the shortest driving distance within the park boundary;
- s. provide sufficient parking attendants, traffic marshals, volunteers or other personnel, as reasonably required by the Licensor, to safely guide vehicles and trailers through the park during market set-up and take-down, unless the Licensor designates that market access shall be restricted to the north side of the park only, in which case the Licensee shall ensure full compliance with such restriction;
- t. restrict any vehicular driving between the storage closet and farmers market area unless closely guided by a traffic marshal;
- u. ensure that emergency access routes, pedestrian routes, fire routes, accessible routes and washroom access are maintained at all times during market operations;
- v. immediately notify the Licensor of any incident, injury, damage, complaint, public safety concern or other occurrence that may give rise to liability or require municipal attention;
- w. designate a market manager or other responsible representative who shall be available during all Market Days and who shall serve as the primary contact for the Licensor;
- x. be solely responsible for all costs associated with the operation of the Farmers Market, except as expressly assumed by the Licensor under this Agreement; and
- y. ensure that any heavy electrical requirements utilize the electrical outlets on the panel on the north west side of the park.

### **Responsibilities of the Licensor**

12. The Licensor shall:

- a. permit the Licensee to use the Licensed Area for the Farmers Market in accordance with this Agreement;
- b. provide two keys per season for the approved access point and/or storage closet, as determined by the Licensor;
- c. permit the Licensee to use the approved storage closet in the Clan Gregor Square Washroom Building for Farmers Market storage supplies, subject to the terms of this Agreement;

- d. for greater certainty, the parties acknowledge that the small storage closet within the Clan Gregor Square Washroom Building was identified for Farmers' Market storage use at the time the building was developed through the Trillium Grant project, in which the Bayfield Farmers' Market participated, and the Licensor agrees to permit the Licensee to continue using that storage area during the Term, subject to the terms and conditions of this Agreement;
- e. maintain the general park grounds, including regular grass cutting, garbage and recycling removal, in accordance with the Licensor's normal municipal maintenance practices; and
- f. provide access to existing public waste receptacles, electrical hook ups and washroom facilities, subject to municipal operations, seasonal availability and maintenance requirements.

## **Insurance**

13. The Licensee, at its expense, shall arrange for, obtain and maintain insurance, commencing at the start of any use of the Property and continuing for the Term of this Agreement, with an insurance company licensed to conduct business in the Province of Ontario, in accordance with the following:

- a. Comprehensive General Liability insurance subject to limits of not less than two million dollars (\$2,000,000) per occurrence for personal injury, including death, and damage to property, including loss of use thereof and such policy or policies shall name the Licensor as an additional insured.
- b. Such insurance policy or policies shall include:
  - i. contractual liability;
  - ii. non-owned automobile liability, if applicable;
  - iii. a provision that the Licensee shall provide the Licensor with written notice of any cancellation, non-renewal or material change to such policy or policies; and
  - iv. a cross-liability/severability of interests clause.
- c. The insurance policy or policies shall be in full force and effect for the Term of this Agreement.
- d. The issuance of such policy or policies of insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, for which it may be held responsible.
- e. A Certificate of Insurance evidencing the insurance coverage required shall be provided by the Licensee to the Licensor prior to any work on the Property, and thereafter promptly upon each renewal of the insurance policy or policies.
- f. The Licensee shall require, where reasonably appropriate, that vendors maintain their own insurance coverage for their individual operations, products, vehicles and activities, and shall provide proof of same to the Licensor if requested.

## **Use, Condition and Occupancy of the Farmers Market**

14. The Licensor may temporarily close all or part of the Licensed Area for maintenance, construction, public safety, special events, emergencies or any other municipal purpose in the sole discretion of the Licensor, with or without prior notice to the Licensee and the Licensee shall assist in posting notice of

such closures and ensuring the Licensed Area is not used during any closure period. The Licensor shall not be responsible for any costs, expenses or damages incurred by the Licensee as a result of such closure of the Licensed Area by the Licensor.

15. The Licensee shall take reasonable steps to identify and mitigate hazards at the Farmers Market and maintain records of any incidents, injuries or hazards identified.
16. The Licensor, its employees and contractors may enter the Licensed Area at any time, acting reasonably, to inspect the condition of the Licensed Area, carry out municipal maintenance, or verify compliance with this Agreement.
17. The Licensed Area shall be used solely for the purpose of a publicly accessible seasonal Farmers Market and for no other purpose without the prior written consent of the Licensor.
18. The license granted herein is limited to the Licensed Area approved by the Licensor. The Licensee shall not use any other portion of the Property without the prior consent of the Licensor and shall ensure that the Farmers Market does not unreasonably interfere with the use of the Property by others.
19. The Licensee shall have no right to exclusive occupation of the Property. The Licensor and the general public may continue to use the Property, provided such use does not unreasonably interfere with the Licensee's permitted use of the Licensed Area during approved Market Days and operating times.
20. The Licensee shall obtain all necessary permits and approvals, if applicable, prior to commencing operations or making any change to market operations.
21. The Licensee shall not cause any unnecessary nuisance or annoyance to persons using adjacent lands or the surrounding park area.
22. The Licensee shall not place, construct or install any permanent structure, fixture, fence, anchor, utility connection, post or other improvement, change the grade of the Property through the addition or removal of material, or in any way alter the Property without the prior written approval of the Licensor, whose approval may be withheld for any reason.
23. The Licensee acknowledges and agrees that The Corporation of the Municipality of Bluewater has not made any promises, whether explicit or implied, that any work, expansion, utility installation, infrastructure upgrade or other request proposed by the Licensee will be approved at any time in the future. The Licensee acknowledges that any expenses it incurs are entirely at its own risk and are not incurred in reliance on any promise or representation by the Licensor, other than as explicitly set out in this Agreement.
24. All equipment, tables, tents, signage, displays, structures and improvements erected or installed by the Licensee or its vendors shall remain the property of the Licensee or such vendors unless otherwise agreed in writing by the Licensor. Upon expiry or termination of this Agreement, or upon default by the Licensee under this Agreement, the Licensee shall remove such equipment, structures and improvements from the Property at its sole expense within fifteen (15) days of written notice from the Licensor, and shall restore the affected area to a condition satisfactory to the Licensor, acting reasonably. If the Licensee fails to do so, such items may, at the Licensor's option, be removed by the Licensor at the Licensee's expense or deemed forfeited to the Licensor.

25. The Licensee shall monitor the Farmers Market for litter, waste, spills and housekeeping issues as part of its regular inspections and shall carry out clean-up as reasonably required during and after each Market Day.
26. The Licensee covenants that during its use of the Licensed Area no hazardous substances, as defined by the Environmental Protection Act or any other applicable legislation, shall be placed or left anywhere on the Licensed Area at any time for any reason whatsoever by the Licensee, except for products lawfully used in the ordinary operation of approved vendor activities and handled in accordance with Applicable Laws.
27. The Licensee shall ensure that no vendor or participant stores propane, fuel, flammable material, generators, cooking equipment or other potentially hazardous equipment on the Property except in accordance with Applicable Laws and any direction of the Licensor, fire officials or public health authorities.
28. The Licensee shall not permit the sale or distribution of alcohol at the Farmers Market without the Licensee and applicable vendors first obtaining all permits, licenses and approvals required by Applicable Laws.
29. Licensee shall ensure that all food vendors, including any food trucks or prepared food vendors, comply with all public health, fire code and municipal requirements applicable to their operations.
30. The Licensee shall ensure that all tents, canopies, tables, displays, products and temporary structures are secured in a safe manner and do not create hazards for the public, vendors, volunteers, park users or municipal property.
31. The Licensee shall ensure that all vendors and attendees comply with all access, parking, loading and unloading restrictions established by the Licensor from time to time.
32. The Licensee shall ensure that no vehicles are parked, staged, unloaded or left standing on pathways or unauthorized portions of the park, except where expressly approved by the Licensor.
33. The Licensee shall ensure that vendors do not paint, mark, fasten, drill into, penetrate, damage or otherwise alter any bench, tree, pathway, light standard, sign or other municipal infrastructure.
34. The Licensee shall ensure that the Licensed Area is physically laid out in a clear and organized manner, with safe walking routes, emergency access and adequate separation between vehicles, trailers, booths and the public.
35. Upon request of the Licensor, the Licensee shall provide a brief written report summarizing Farmers Market operations, including estimated attendance, number of vendors, any notable incidents or complaints, and any operational issues requiring municipal attention.
36. The Licensor shall not be responsible for or supervise volunteers, employees, contractors, agents or vendors engaged in the operation of the Farmers Market, who shall be under the sole direction and control of the Licensee, and nothing in this Agreement shall be construed as creating an employment, agency, partnership or joint venture relationship between such persons and the Licensor.
37. Notwithstanding the non-exclusive nature of this Agreement, the Licensor agrees that, during the Term, it will not authorize or permit another farmers market to operate within Clan Gregor Square during the Licensee's approved regular Friday market hours, currently being 2:00 p.m. to 6:00 p.m., unless otherwise agreed in writing by the parties or required by Council direction.

### **Risk, Liability & Indemnity**

38. The Licensor will not be responsible or liable, in any form whatsoever, for damage to, loss of, or theft of the Licensee's, vendors', volunteers', contractors' or agents' equipment, products, supplies, materials, vehicles, trailers or other personal property arising from use, storage, vandalism, weather or any other cause.
39. Both parties agree to immediately notify the other party of any occurrence, incident, or event which may reasonably be expected to expose either party to liability of any kind in relation to the Farmers Market.
40. In the event the Licensee fails to provide a certificate of insurance when required or upon request by the Licensor, pay premiums or otherwise keep such policies of insurance in force, the Licensor may pay premiums or take out such additional policies as it considers prudent and all sums paid for this purpose shall be at the expense of the Licensee.
41. The Licensee shall, at its sole expense, comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders and requirements relating to the Farmers Market and its use of the Licensed Area, including obtaining and maintaining all necessary permits, licenses, approvals and inspections.
42. The Licensee agrees to defend, indemnify and save harmless the Licensor, its Council members, officers, employees, agents, consultants, contractors, assigns and any others for whom the Licensor is at law responsible from and against any and all claims, demands, losses, expenses, debts, fines, interest, costs, including but not limited to legal costs on a substantial indemnity basis, damages or any other obligations or liabilities of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, which at any time or from time to time may be asserted against, imposed upon or incurred by the Licensor as a consequence of or in connection with the rights and privileges permitted by this Agreement, including the Licensee's and its employees', volunteers', contractors', agents' and vendors' use of or presence on the Property. The Licensee waives, as against the Licensor, all claims of whatever nature, where such loss, damage, expense, liability or claim arises directly or indirectly out of or is attributable to the use of the Property or the exercise by the Licensee or others of the rights and privileges permitted by this Agreement except to the extent caused by the gross negligence or wilful misconduct of the Licensor.
43. The Licensee grants to the Licensor full power and authority to settle any actions, suits, claims and demands on such terms as the Licensor may deem advisable and hereby covenants and agrees with the Licensor on demand all moneys paid by the Licensor in pursuance of such settlement and also such sum as shall represent the reasonable costs of the Licensor or its lawyers in defending or settling any such actions, suits, claims or demands and this Agreement shall not be alleged as a defence by the Licensee in any action by any person for actual damage suffered by reason of the use permitted by this Agreement.
44. The Licensee waives any claim against the Licensor for damages of any kind or nature whatsoever resulting from the Licensor's activities on, under, upon or within any lands owned by the Licensor.
45. If the Licensor is compelled or elects to incur any expense in connection with the removal of part or all of anything placed within or on the Licensed Area by the Licensee or its vendors, any reasonable costs so incurred by the Licensor, together with all interest thereon and any damages incurred, shall be payable by the Licensee to the Licensor.

46. The provisions of this Agreement which deal with insurance and indemnification shall survive the performance thereof, and the provisions of this Agreement which deal with indemnification shall survive the expiration and/or termination of this Agreement.
47. The Licensor and the Licensee recognize that the Licensed Area is a shared use municipal park and not exclusively used as a Farmers Market and agree that the insurance coverage set out in this Agreement is restricted to the activities and use authorized by this Agreement.

**General Terms**

48. The license granted to the Licensee is personal to the Licensee and the Licensee shall not assign, transfer, sublicense or otherwise convey the benefit of this Agreement to any other person or entity without the prior written consent of the Licensor.
49. This Agreement does not create a leasehold interest or exclusive possession and the Municipality retains full ownership and control of the Property at all times.
50. Any notice required to be given pursuant to this License Agreement shall be given as follows:

Licensor:  
 The Corporation of the Municipality of Bluewater  
 14 Mill Avenue  
 Zurich, ON N0M 2T0

Licensee:  
 Huron County Farmers' Market Network  
 36670 Dashwood Road  
 Dashwood, ON, N0M 1N0

**IN WITNESS THEREOF** the parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

**Huron County Farmers' Market Network**

\_\_\_\_\_  
 Per:  
 Name, Title

\_\_\_\_\_  
 Per:  
 Name, Title

I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER**

\_\_\_\_\_  
 Paul Klopp, Mayor

\_\_\_\_\_  
 Chandra Alexander, Clerk

Schedule "A"



## **Bring-Your-Own Alcohol (BYO) at Outdoor Public Events**

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### **Recommendation:**

THAT Council receive the report regarding the provincial Bring-Your-Own Alcohol (BYO) framework at outdoor public events for information; and

### **Option 1 – Do Not Opt-In:**

THAT Council direct staff not to opt into the provincial BYO framework at this time; and

THAT staff continue to monitor the implementation of this program in other municipalities and report back to Council should conditions or guidance change.

### **Option 2 – Opt-In:**

THAT Council direct staff to opt into the BYO framework and prepare the required by-law, Municipal Alcohol Policy updates and an event approval process for Council consideration.

### **Background:**

The Province of Ontario now permits Bring-Your-Own Alcohol (“BYO”) at certain outdoor public events effective April 30, 2026, but municipal participation is optional. For a cultural or community event to be eligible, the Municipality must first have a by-law in place permitting alcohol consumption in public spaces, establish a local process for determining whether an event qualifies, and require the organizer to obtain a bring-your-own event permit from the Alcohol and Gaming Commission of Ontario (“AGCO”). Municipalities are not required to designate any events and may choose whether requests are considered by Council on a case-by-case basis or delegated to a municipal official such as the Clerk.

At its meeting on April 7, 2026, Council directed staff to review the provincial framework and report back with analysis and implementation considerations. Since that time, staff have reviewed provincial guidance, consulted with neighbouring municipalities and Huron Perth Public Health, and surveyed local community organizations. Staff also reviewed how other municipalities are responding. Some municipalities have chosen not to opt in including Centre Wellington, Grey Highlands, Strathroy-Caradoc, Woodstock, Bradford West Gwillimbury, Tay, and Perth, while some have established a process to allow applications, including North Huron, Toronto and Pickering.

### **Community Feedback**

A survey of eight local community organizations was undertaken to understand whether there is local interest in BYO events (Attachment 2). All respondents currently organize events on municipal property. Responses suggest that awareness of the new framework was limited, and overall interest in hosting a BYO event was low to moderate. Most respondents indicated they would either not host this type of event or were unsure. Only a small number indicated they might consider it for specific events such as festivals, organized movie nights, baseball day or tournaments, or events where alcohol sales were not already part of the fundraising model.

Some respondents saw possible benefits such as increased attendance, greater flexibility for attendees, and reduced need to operate a licensed bar. At the same time, most comments focused on concerns about safety, liability, insurance, underage drinking, monitoring consumption, additional volunteer or staffing needs, site control requirements such as fencing and controlled entry points, and impacts on the family-friendly nature of community events. In staff's view, the survey does not show strong demand either way. It does suggest limited interest overall, with some organizations potentially open to it only if the Municipality were to adopt a clear process with strict conditions.

## Considerations

BYO events would change the Municipality's current model of controlled alcohol service to a model where alcohol is brought onto municipal property by attendees and consumed within a designated event area. The framework may offer flexibility for some events, but it also introduces additional municipal oversight and event management requirements. The Municipality's insurer has also provided information for municipalities including the risks and rewards of BYOB and key considerations for policymakers (Attachment 4).

### Key considerations for Council include:

- **Potential benefits** – For some outdoor cultural or community events, BYO may reduce reliance on a licensed bar service, provide greater flexibility for attendees, and offer a more practical option for events that do not depend on alcohol sales as a fundraiser. Provincial materials also suggest the framework may increase attendance/ticket revenue or create a more casual event atmosphere for certain event types.
- **Municipal responsibility** – Even if attendees bring their own alcohol, the Municipality would still remain involved as the property owner and approving authority.
- **Safety, liability, and enforcement** – The main concerns relate to reduced control over alcohol consumption, underage drinking, insurance and liability exposure, site control, and the need for clear enforcement expectations. Other municipal reports similarly note that BYO can increase demands related to site planning, safety controls, and public perception of parks as family-friendly spaces.

## If the Municipality Opts In – Process Overview

If Council chooses to opt in, staff recommends that BYO events only be considered on a case-by-case basis. The province has confirmed that municipalities may either bring requests to Council individually or delegate designation authority to a municipal official, such as the Clerk. Existing municipal event approvals would still continue to apply.

A local process could work as follows:

- Council adopts the required by-law and updates the Municipal Alcohol Policy.
- An organizer applies to the Municipality for municipal designation of a specific outdoor cultural or community event.
- The application would include event details, site plan, insurance, safety plan, and details showing how the event would be managed.
- Staff review the request against municipal criteria and either issue a designation under delegated authority or bring the request forward to Council, depending on the model chosen.
- If designated by the Municipality, the organizer then applies to the AGCO for the BYO event permit.

- If the AGCO permit is issued, the event proceeds subject to all municipal and AGCO conditions.

For example, if the Farmers' Market wanted to request a BYO event permit for a specific market date, it would first need to apply to the Municipality for designation of that event. The market would need to show a clearly defined event footprint, the proposed BYO area, washroom access, insurance coverage, signage, emergency contacts, and how alcohol would be kept within the approved area. Site controls could include clearly marked boundaries, fencing or barriers where needed, controlled entry and exit points, no-glass rules, visible signage, age-verification measures such as ID checks or wristbands, and a plan for monitoring the site and responding to intoxication or underage drinking. Depending on the size, layout, and nature of the event, the Municipality could also require security, trained event monitors, or other conditions before issuing municipal designation.

This means that even if Council opted in, not every event would likely be suitable. A more contained event with a defined footprint and sufficient volunteer or staffing capacity would be easier to support than an open or informal event where site control would be difficult.

### **Financial Impact:**

There is no immediate financial impact associated with this report or choosing not to opt in at this time. If Council were to opt in, financial impacts would include staff time to develop and administer the process, review applications, update the Municipal Alcohol Policy and communications. Some event organizers may also face added costs for insurance, fencing, signage, security, and site supervision, which may limit the practical use of the framework for smaller volunteer-run events.

### **Attachments:**

1. April 7, 2026 Council Report: *Liquor Licence and Control Act Update - "BYOB" Events*
2. Community Survey Results - BYO Event Permits
3. May 22, 2026, Attorney General Memo: Follow-up to Updates to "Tailgate Event" Permits
4. Intact: Avoid The Hangover Municipal Risk Tips for Ontario's BYOB Rules

Submitted By: Maggie Off, Manager of Facilities, Parks & Recreation

Prepared By: Becky Wilson, Administrative Assistant

Approved for Submission: Chandra Alexander, Acting CAO/Clerk

## Liquor Licence and Control Act Update - “BYOB” Events

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### Recommendation:

THAT Council direct staff to bring back a report with the proposed process and by-law to permit BYOB events in the Municipality of Bluewater after O.Reg. 747/21 has been amended.

### Background:

On March 17, 2026, the Ontario government announced that starting April 30, 2026, changes to the Liquor Licence and Control Act will allow organizers in participating municipalities to apply for a bring-your-own alcohol permit through the Alcohol and Gaming Commission of Ontario (AGCO) for outdoor public community or cultural events. This is similar to changes the province made a few years ago to allow permits for “tailgate” events tied to live sporting events.

Under the new rules, approved outdoor cultural or community events could allow individuals aged 19+ to bring their own alcohol into designated event areas provided the event has secured the proper permit. The former “tailgate event” system limited public outdoor events to include only those with close proximity to a professional, semi-professional or post-secondary sporting event. The “bring-your-own” events program expands the scope of potential outdoor public events. Examples of events that may be covered by the legislation include farmers’ markets, movie screenings, art exhibits, arts & craft shows, outdoor concerts, fairs and neighbourhood festivals.

It is important to note that this does not universally allow individuals to bring their own alcohol to all events. The event must still have a permit for this type of consumption and Municipalities must designate events as “community” or “cultural” events prior to an applicant applying for a “bring-your-own event” permit through the AGCO. The event would also require the typical approvals from internal municipal departments and other agencies as applicable.

Municipalities that do not already have a by-law in place to allow the use of alcohol in public will be required to pass one and establish a process for determining if events qualify as community or cultural.

The Ontario E-Laws website indicates that on April 30, 2026, O.Reg. 747/21 will be amended to stroke out “tailgate” wherever it appears and insert “bring-your-own” in addition to other changes. However, these changes are not yet in force. Staff expect that more information will be made available by the province and other stakeholders (i.e. municipal insurance providers, AGCO, etc.) as the province rolls out the changes.

### Financial Impact:

There is no financial impact associated with the acceptance of this report.

### Attachments:

1. Memorandum to Heads of Council – Updates to “Tailgate Event” Permits under the *Liquor License and Control Act, 2019*

Submitted By: Maggie Off, Manager of Facilities, Parks & Recreation

Prepared By: Rebecca Hawkins, Corporate Services Coordinator

Approved for Submission: Chandra Alexander, CAO/Clerk

**MEMORANDUM TO:** Heads of Council - Ontario Municipalities

**DATE:** January 13, 2026

**FROM:** Tom McKinlay,  
Assistant Deputy Attorney General

**RE:** Updates to “Tailgate Event” Permits under the *Liquor  
Licence and Control Act, 2019*

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Effective April 30, 2026, [amendments to O. Reg. 747/21](#) under the *Liquor Licence and Control Act, 2019* (LLCA) will expand eligibility for tailgate event permits to include events that have been municipally-designated as cultural or community events. “Tailgate events” will also be renamed “bring-your-own events”. Tailgate events held in connection with and in proximity to professional, semi-professional or post-secondary sporting events will continue to be eligible events under the bring-your-own permit. All bring-your-own permit events are to remain public outdoor events.

As of April 30, 2026, organizations and individuals will be able to apply to the Alcohol and Gaming Commission of Ontario (AGCO), which administers and regulates liquor licences and permits in the province, for permits to host “bring-your-own events”.

The bring-your-own permit is for outdoor public events and can be either “Sale” or “No-Sale” depending on whether alcohol will be sold and served or just served at the event. Attendees aged 19 or older are allowed to bring and consume their own alcohol at all bring-your-own events.

This initiative is intended to benefit businesses, organizations, and local tourism by making public events more accessible and encouraging greater community participation. These amendments support Ontario’s ongoing efforts to modernize the legislative and regulatory framework for alcohol, promoting safe and socially responsible recreational opportunities.

As municipalities are best positioned to understand local needs and determine how to classify community or cultural events, applicants for a bring-your-own event permit for a cultural or community event must obtain a letter or resolution from the municipality in which the event will take place designating the event as a “cultural, or community event” before [submitting their application to the AGCO](#).

Examples of outdoor community or cultural events may include, but are not limited to:

- outdoor movie screenings,
- street markets,
- arts and crafts shows,
- free outdoor concerts,
- fairs,
- neighbourhood sports tournaments,
- public performances (i.e. theatre),
- farmers markets, and
- international or religious festivals.

If a municipality does not designate an event as a community or cultural event, the AGCO cannot issue a bring-your-own event permit. The designation of an event as “community” or “cultural” is at the municipality’s discretion, there is no obligation to make such a designation.

Consistent with other types of outdoor events, event organizers must also provide written notice 30 days before the event to the municipal clerk’s department, and police, fire and public health departments when expecting fewer than 5,000 people per day and 60 days prior to the event if expecting more than 5,000 people.

Events held on municipal property (e.g., city parks) remain subject to applicable municipal approvals and alcohol policies, these changes are not intended to alter those requirements.

The AGCO will continue to ensure compliance with the LLCA, its regulations, and the AGCO Registrar’s Standards.

If you have any questions about these regulatory changes please contact Wendy Chen, Director, Agency and Tribunal Relations Branch at [Wendy.Chen@ontario.ca](mailto:Wendy.Chen@ontario.ca). If you have any questions about AGCO permits and the application process, please contact Ruxandra Ilicea, Senior Eligibility Officer at [Ruxandra.Ilicea@agco.ca](mailto:Ruxandra.Ilicea@agco.ca).

Yours truly,



Tom McKinlay  
Assistant Deputy Attorney General

c.c. Wendy Chen, Director, Agency and Tribunal Relations Branch  
Ben Valido, Chief Strategy Officer  
Ruxandra Ilicea, Senior Eligibility Officer

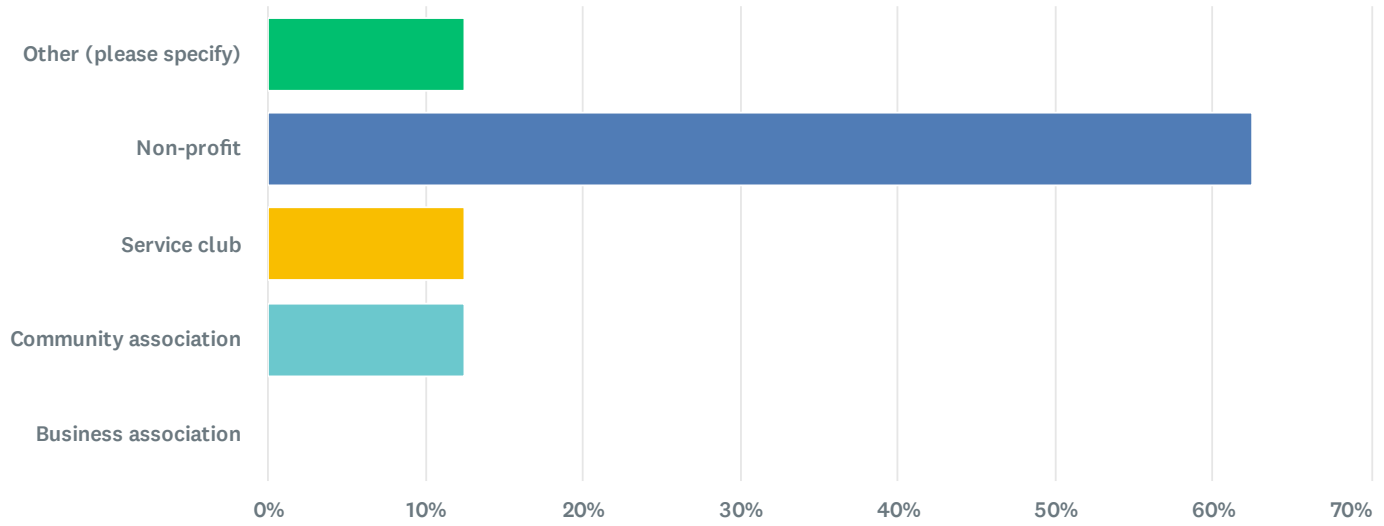
## Q1 Community Organization/Group Name:

Answered: 8 Skipped: 0

#	RESPONSES	DATE
1	Zurich Minor Athletic Association	6/3/2026 1:38 PM
2	BFIT	6/2/2026 11:38 AM
3	Zurich Minor Athletic Association	6/2/2026 10:31 AM
4	Zurich Agricultural Society	6/1/2026 3:48 PM
5	Pioneer Park Association	5/29/2026 8:32 AM
6	Zurich Beanfestival	5/26/2026 6:34 PM
7	Bayfield Town Hall	5/26/2026 2:56 PM
8	Bayfield optimist	5/26/2026 6:49 AM

**Q2** 8 responses

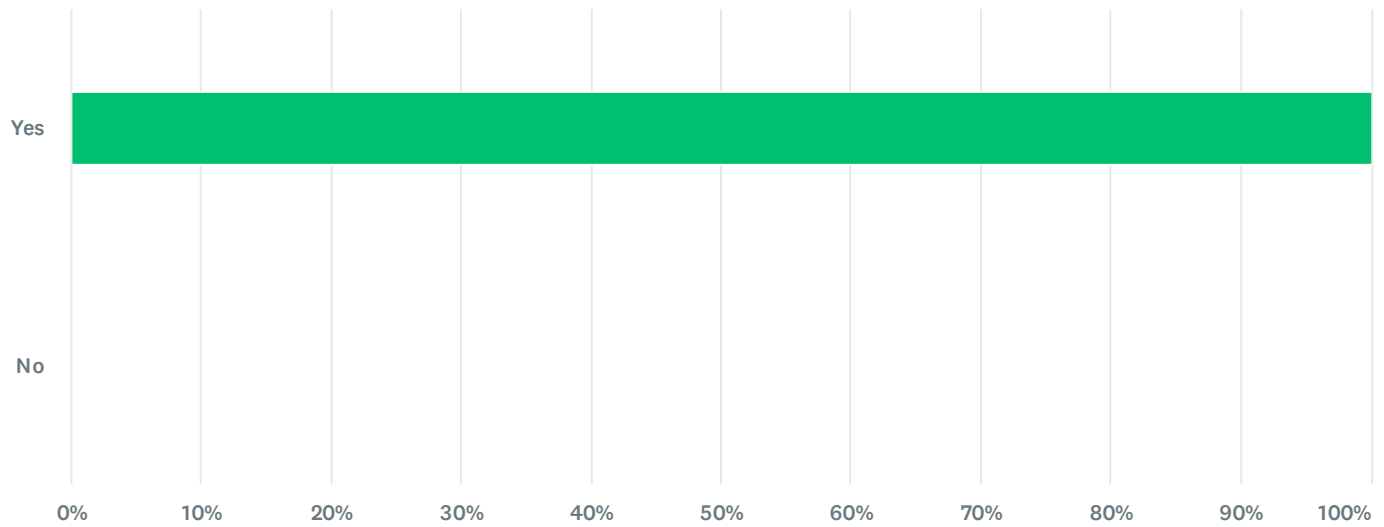
**Type of Group:**



#	OTHER (PLEASE SPECIFY)	DATE
1	Registered Charity	5/26/2026 2:56 PM

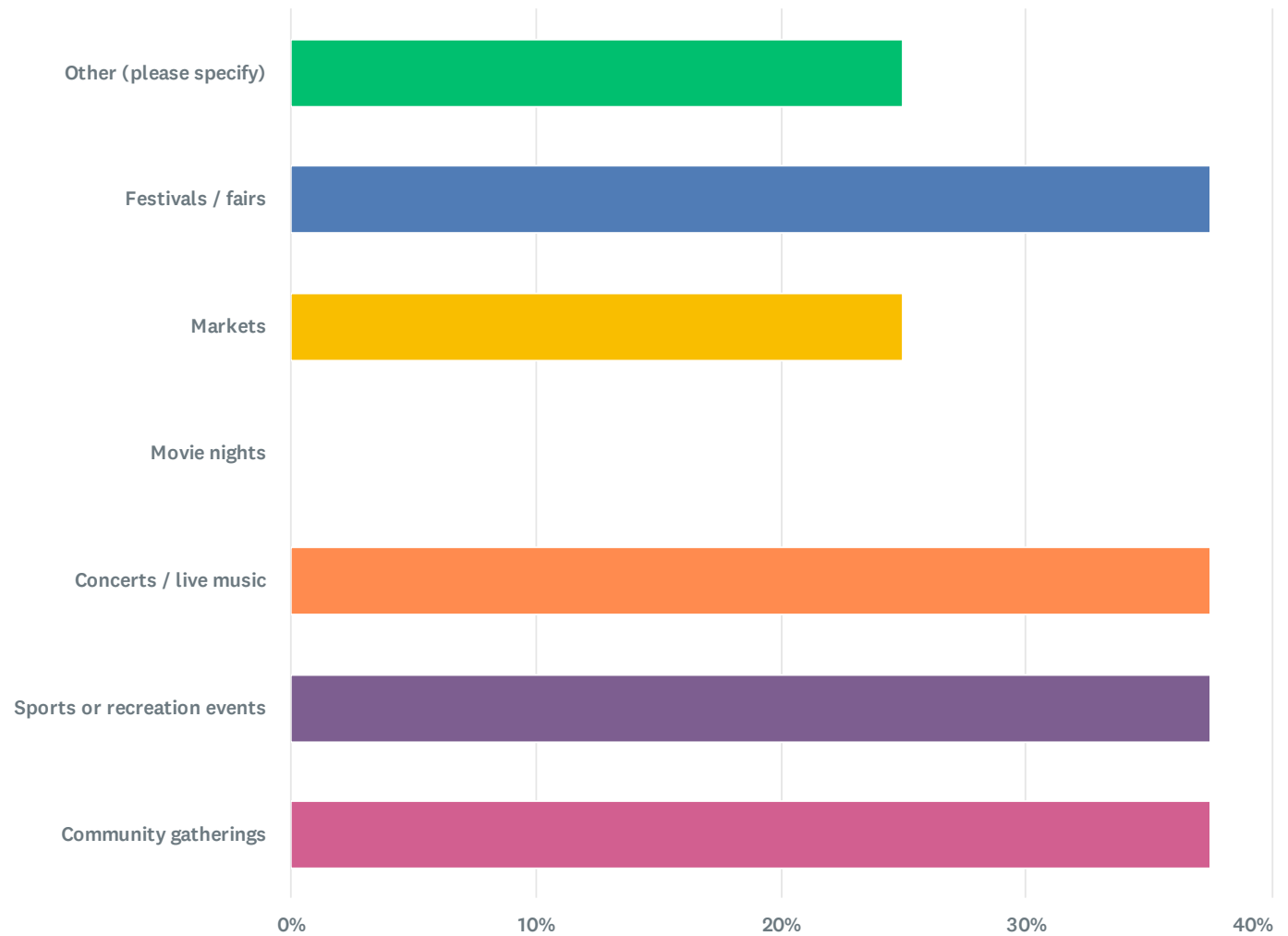
Q3 8 responses

### Do you currently organize events on municipal property?



Q4 8 responses

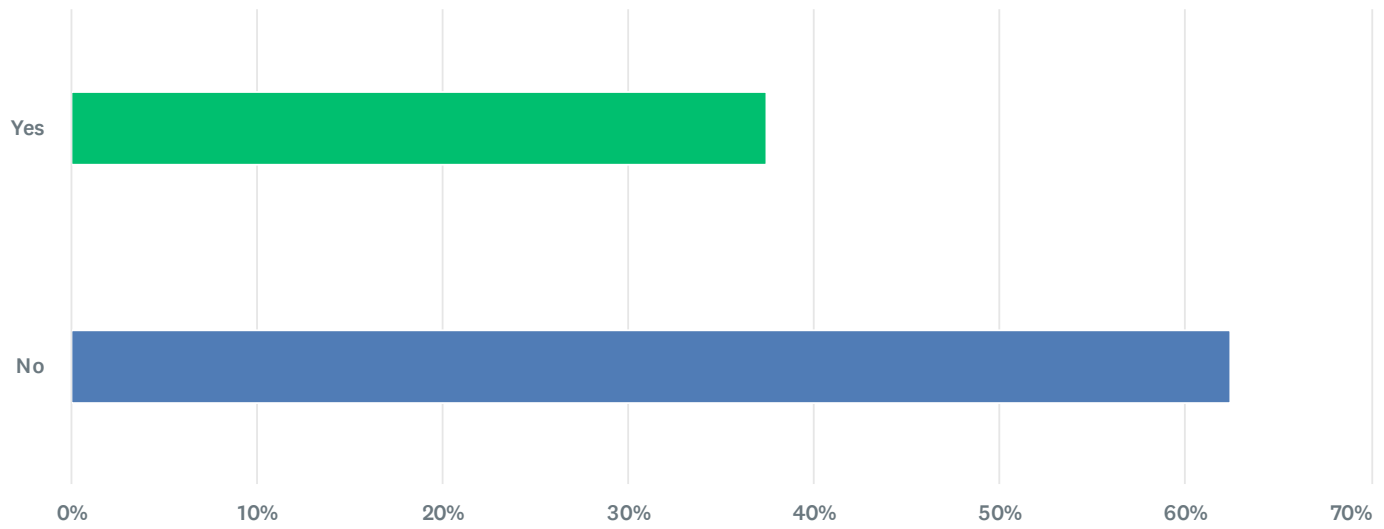
What types of events do you organize? (Check all that apply)



#	OTHER (PLEASE SPECIFY)	DATE
1	Fund raising event	5/29/2026 8:32 AM
2	Wedding rentals	5/26/2026 2:56 PM

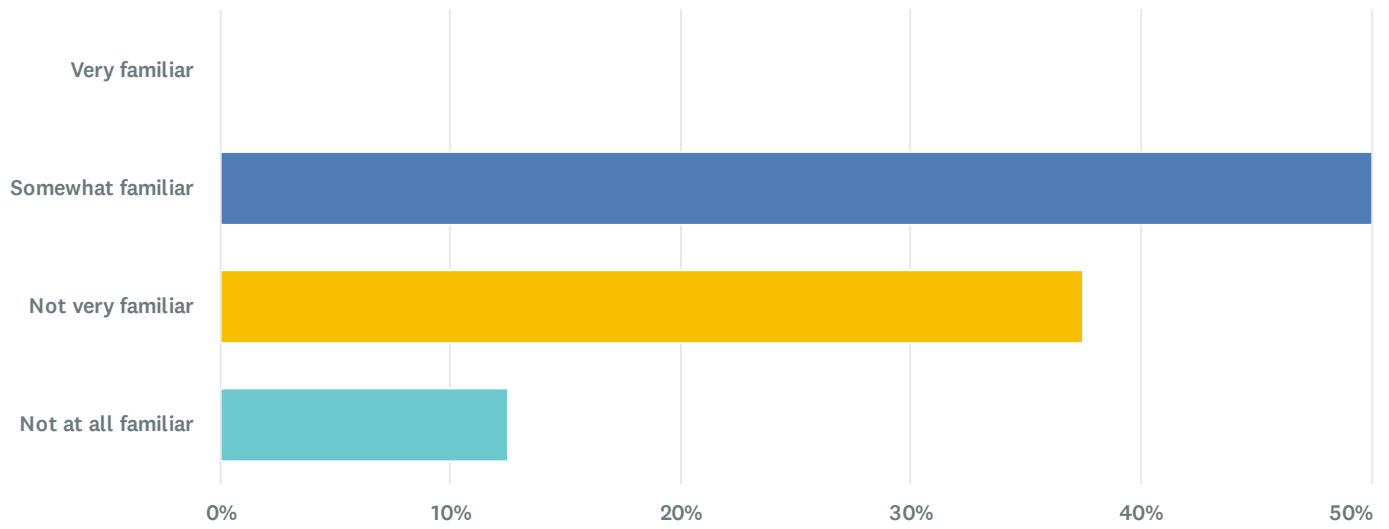
Q5 8 responses

**Prior to this survey, were you aware of BYOB event permits?**



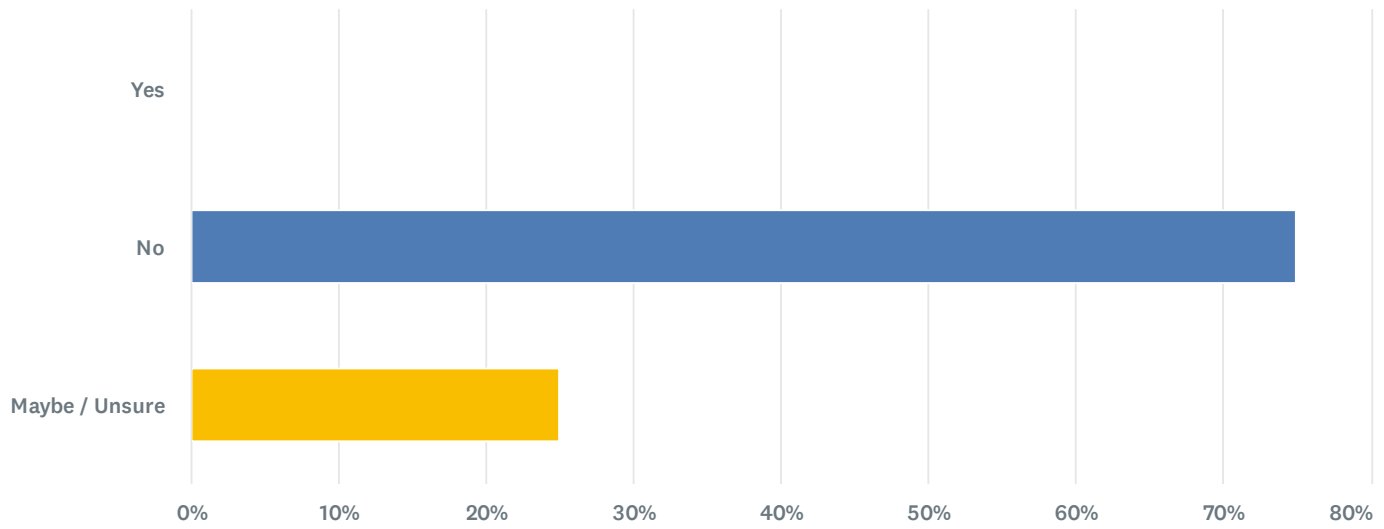
Q6 8 responses

### How would you rate your understanding of BYOB requirements?



Q7 8 responses

Would your organization consider hosting a BYOB event if permitted?



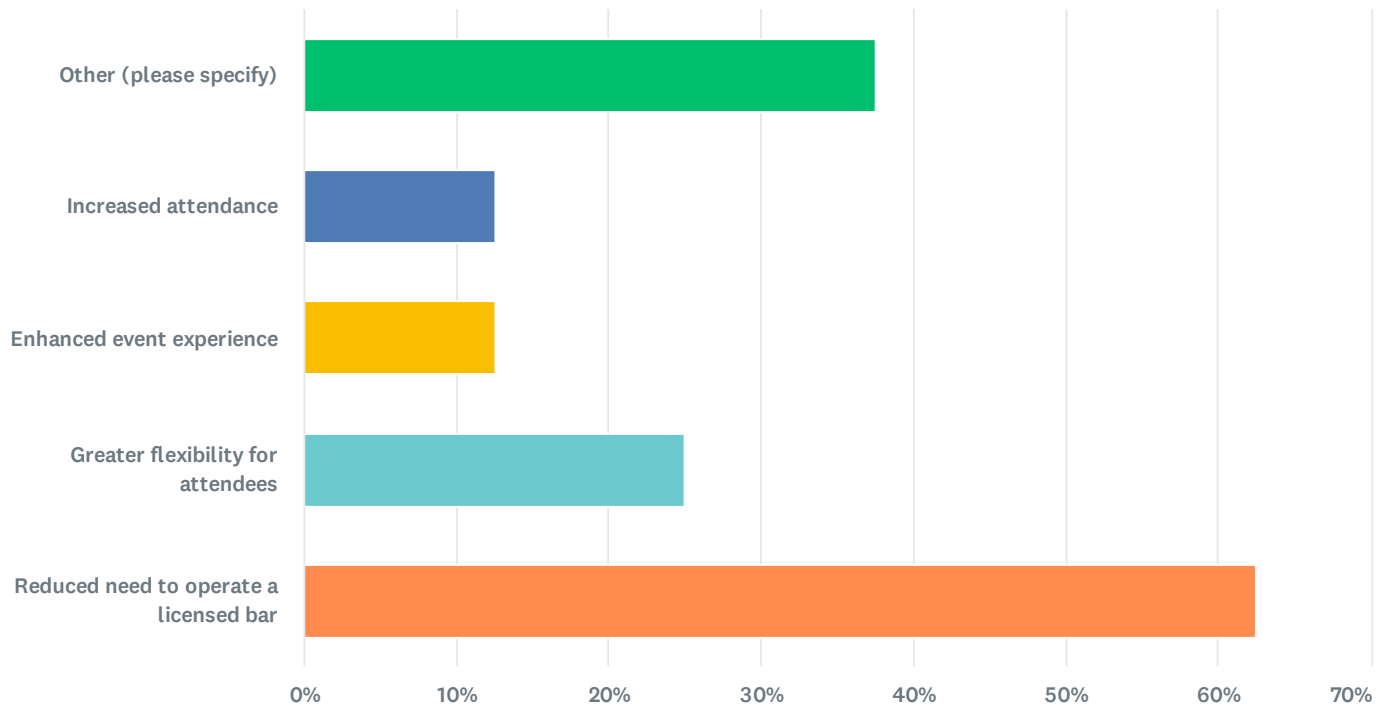
## Q8 If yes or maybe, what types of events would you consider?

Answered: 3 Skipped: 5

#	RESPONSES	DATE
1	Festivals, organized movie nights.	6/2/2026 11:38 AM
2	Baseball Day in Zurich, Year End Tournaments	6/2/2026 10:31 AM
3	Events where alcohol was not being sold by a community event to benefit the community	5/26/2026 6:34 PM

Q9 8 responses

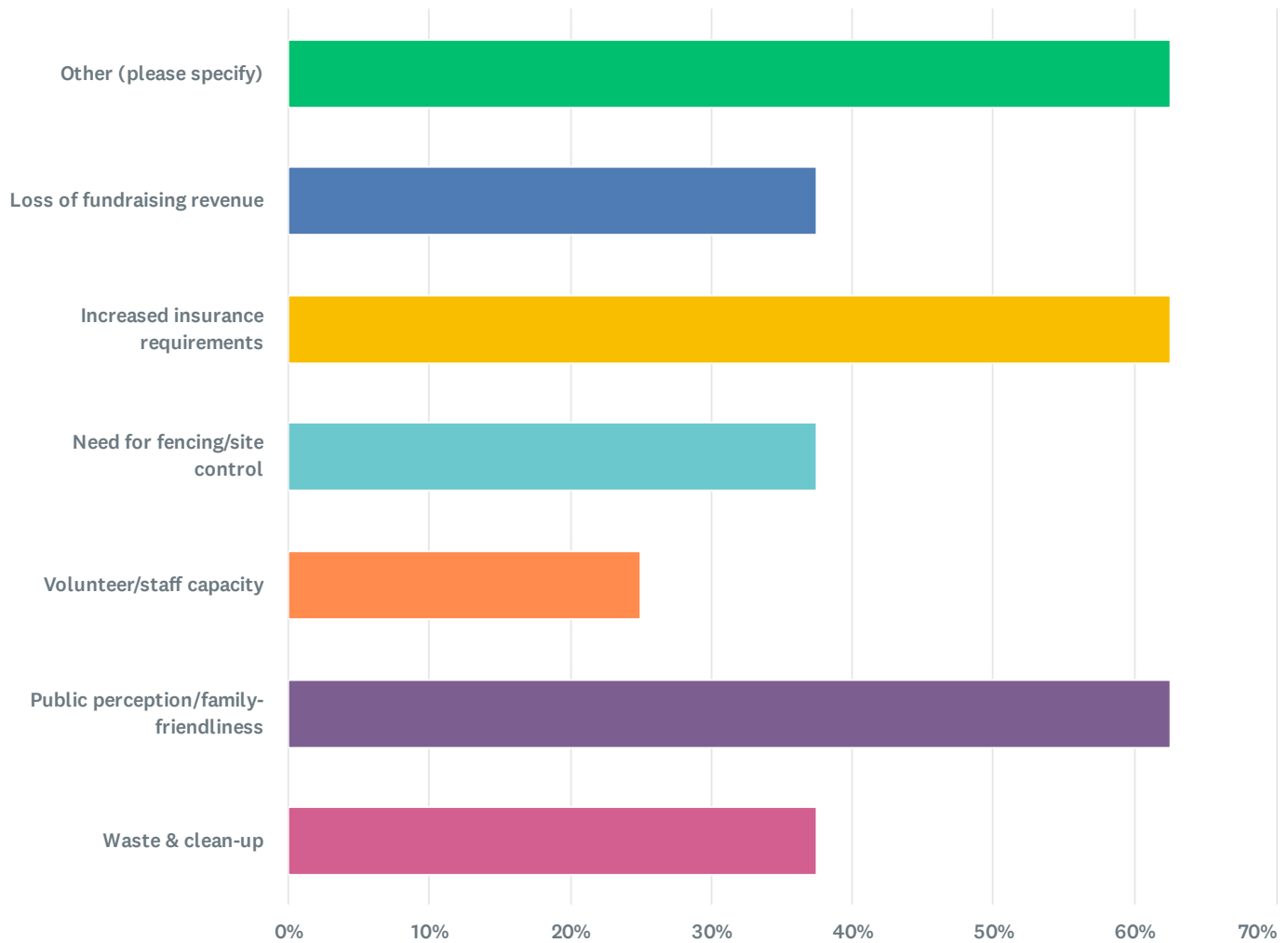
What potential benefits do you see? (Select all that apply)



#	OTHER (PLEASE SPECIFY)	DATE
1	None	6/3/2026 1:38 PM
2	None	5/26/2026 6:34 PM
3	We are youth focused no byob	5/26/2026 6:49 AM

**Q10** 8 responses

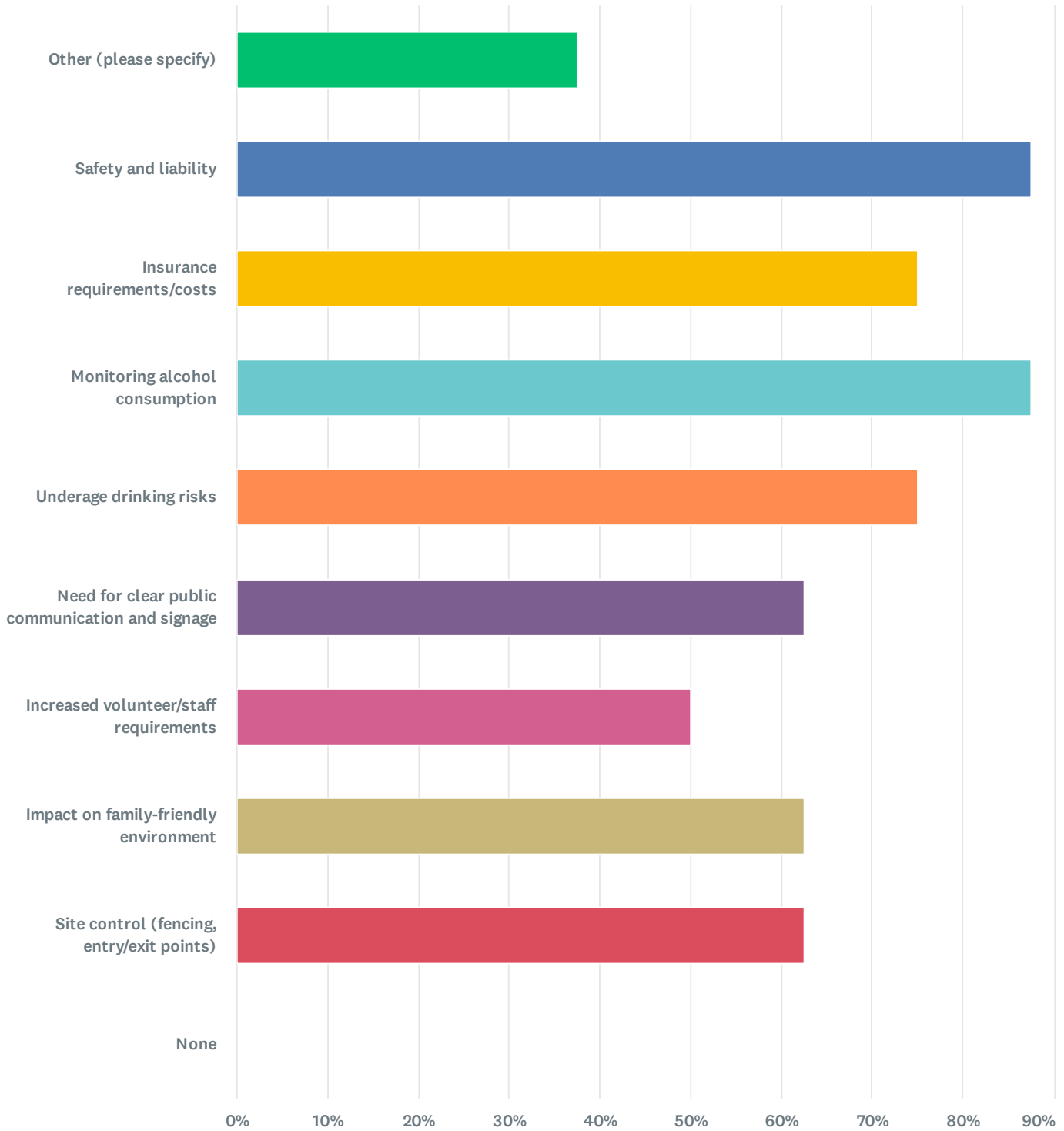
**Which of the following factors would influence your decision to host a BYOB event?**



#	OTHER (PLEASE SPECIFY)	DATE
1	N/A	6/1/2026 3:48 PM
2	Washroom facilities	5/29/2026 8:32 AM
3	None	5/26/2026 6:34 PM
4	need for controlling under-age drinking	5/26/2026 2:56 PM
5	No events with byob	5/26/2026 6:49 AM

Q11 8 responses

### What concerns would you have about hosting a BYOB event?



#	OTHER (PLEASE SPECIFY)	DATE
1	Washroom facilities	5/29/2026 8:32 AM

2	Takes away the fundraising from alcohol sales to community groups	5/26/2026 6:34 PM
3	No	5/26/2026 6:49 AM

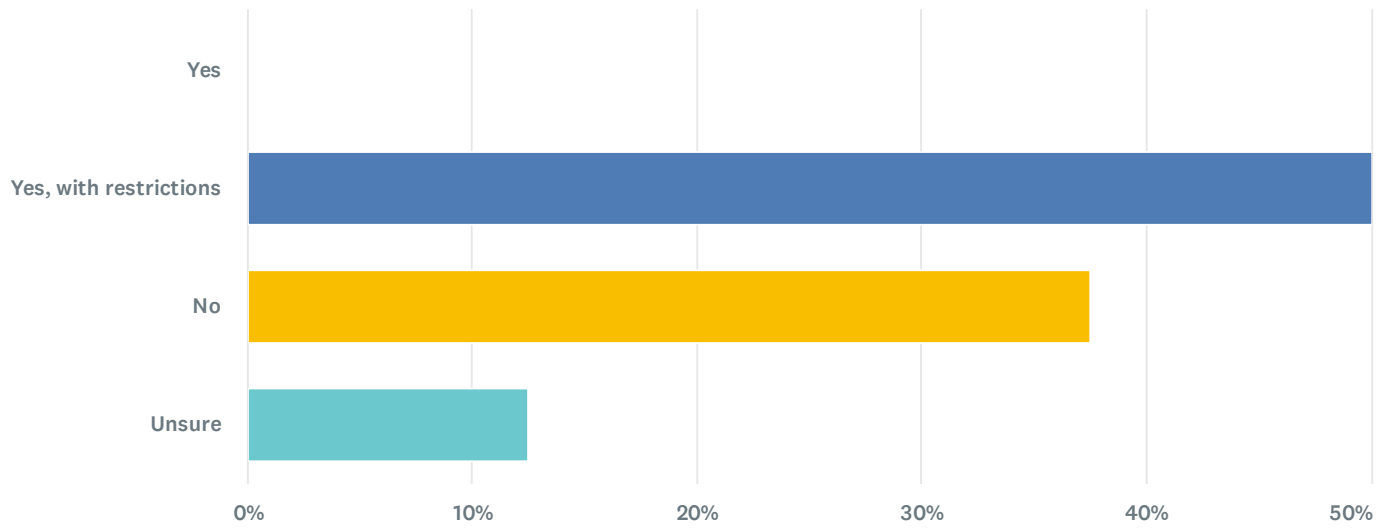
**Q12 What supports or guidance would you need from the Municipality?  
(e.g., policies, signage templates, communication tools, staff support,  
security requirements)**

Answered: 8 Skipped: 0

#	RESPONSES	DATE
1	N/A	6/3/2026 1:38 PM
2	Signage templates, policies. Communication tools. Guidance in all aspects until familiar with process	6/2/2026 11:38 AM
3	semi permanent structure.. ie fencing that could stay there all spring/summer, policies	6/2/2026 10:31 AM
4	All of the above!	6/1/2026 3:48 PM
5	Security and staff support	5/29/2026 8:32 AM
6	Na	5/26/2026 6:34 PM
7	We would not run a BYOB event at the Town Hall.	5/26/2026 2:56 PM
8	Non	5/26/2026 6:49 AM

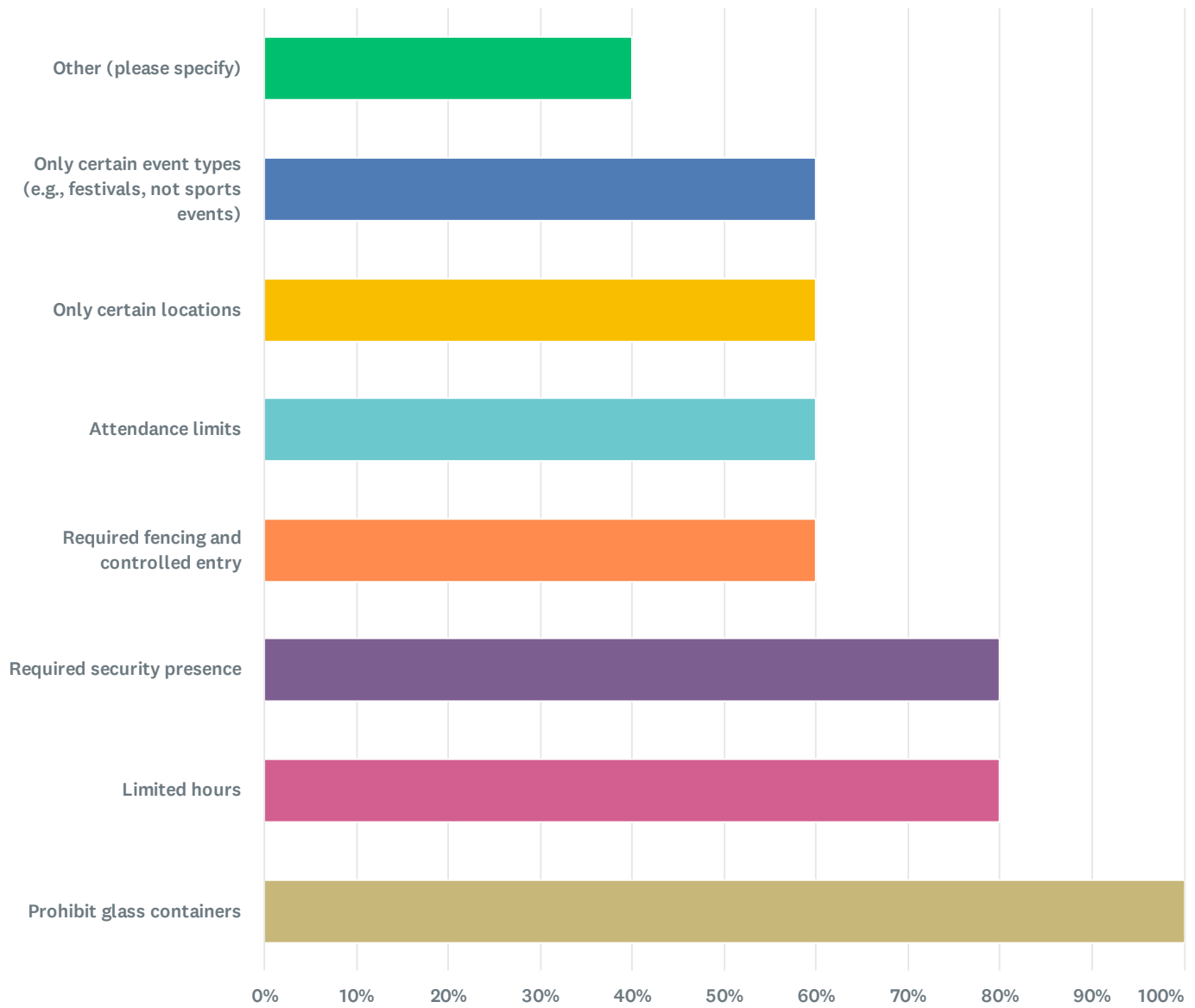
Q13 8 responses

### Should the Municipality of Bluewater opt in to allow BYOB event permits?



**Q14** 5 responses

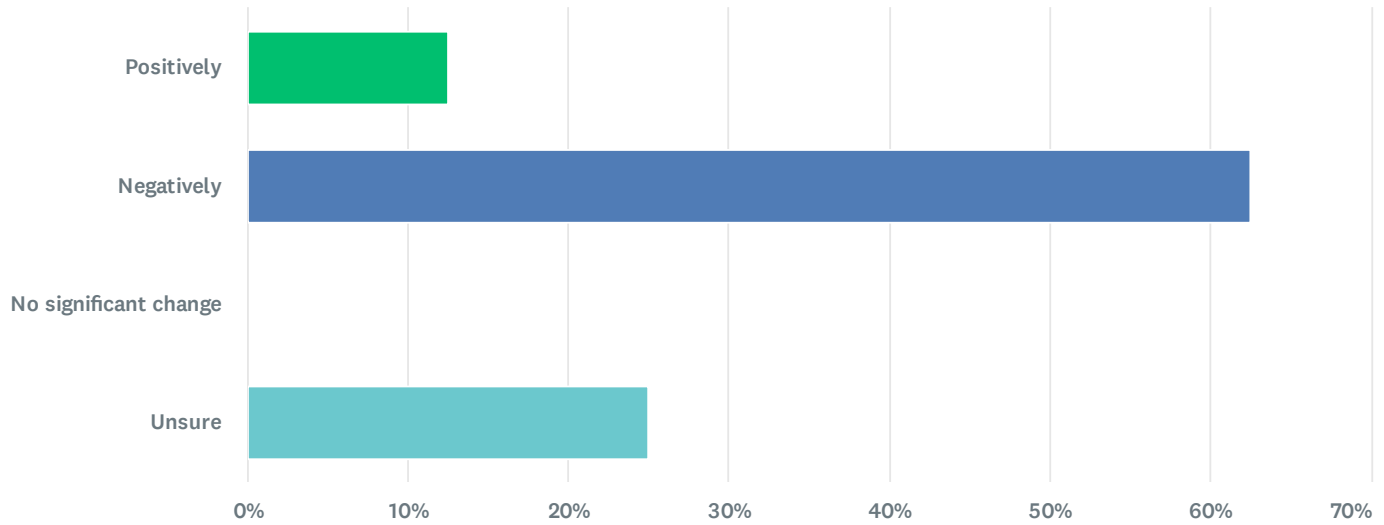
**If "Yes, with restrictions," what limitations would you support?**



#	OTHER (PLEASE SPECIFY)	DATE
1	Washroom facilities.	5/29/2026 8:32 AM
2	Depends on the event	5/26/2026 6:34 PM

**Q15** 8 responses

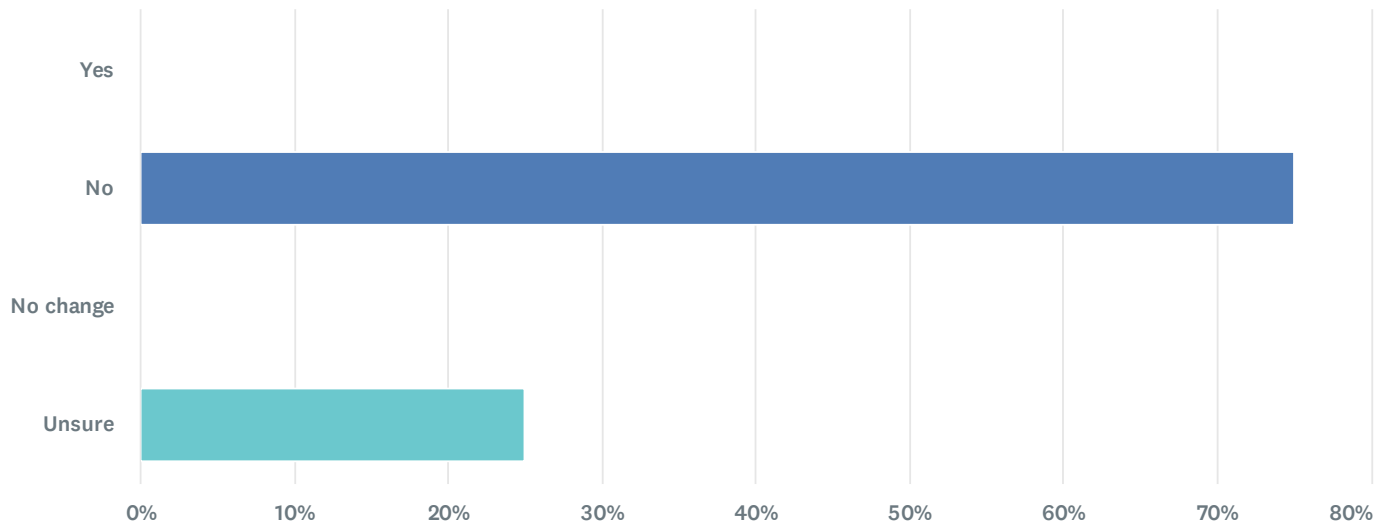
**Do you believe BYOB events would change the nature of community events in Bluewater?**



#	ADDITIONAL COMMENTS OR FEEDBACK:	DATE
1	On that there are many fundraisers held with alcohol permits. Loss of income will be a negative.	6/2/2026 11:38 AM
2	Could be positive for smaller events not large events	5/26/2026 6:34 PM

Q16 8 responses

Would your organization be more likely to host an event if BYOB were permitted?



**MEMORANDUM TO:** Heads of Council - Ontario Municipalities

**DATE:** May 22, 2026

**FROM:** Tom McKinlay,  
Assistant Deputy Attorney General

**RE:** **Follow-up to Updates to “Tailgate Event” Permits** under  
the *Liquor Licence and Control Act, 2019*

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Further to my earlier letter dated January 13, 2026, I am writing to provide clarification regarding bring-your-own event permits.

### **What is the change?**

Recent amendments to Ontario Regulation 747/21 (Permits) under the *Liquor Licence and Control Act, 2019* (LLCA) introduce a new bring-your-own event permit. This change expands what was previously called the tailgating permit.

This permit allows individuals aged 19 and older to bring and consume their own liquor within a designated area of a cultural or community event that has been approved by a municipality **or** held in connection with, and in proximity to, a professional, semi-professional or post-secondary sporting event.

### **What action should municipalities take?**

Municipalities have the option to designate community or cultural events as eligible for the new bring-your-own event permit. **Importantly, municipalities are not required to designate any events as eligible.**

Event organizers who are interested in the bring-your-own permit will need to approach the municipality where they would like to hold the event and seek designation as a community or cultural event. The government recognizes that municipalities are best positioned to understand local needs and contexts, and therefore to determine whether and how to designate eligible events.

Municipalities may establish their own local processes to determine which events qualify and the form of the municipal designation.

There would be two routes a municipality could take:

- Review each request on a case-by-case basis before their council or;
- Delegate the authority to designate events to a municipal official, such as the clerk

Municipalities that do not wish to allow bring-your-own events may choose to express their position by way of a resolution.

These amendments do not affect existing municipal approval requirements for events held on municipal property (e.g., parks).

### **What about events tied to sporting events?**

Unlike the cultural or community permitting process, bring-your-own events that are held in proximity to a professional, semi-professional or post-secondary sporting event are unchanged and do not require a designation by the responsible municipality.

### **What action do organizers take once a municipality designates their event as community or cultural?**

It is up to event organizers to confirm with the responsible municipality that their event qualifies as a designated cultural or community event.

Once confirmed, organizers may apply for a bring-your-own event permit through the [iAGCO portal](#). **The AGCO will issue a permit only where the applicant provides proof of municipal designation.**

### **Why did the Government make this change?**

This change is intended to provide greater flexibility for some event organizers, potentially reducing costs and increasing attendance. For example, a movie screening in a municipal park may invite more of a “picnic atmosphere” and thus, organizers may prefer the bring-your-own permit.

The province recognizes that this permit may not be relevant to all. Events that rely on alcohol sales and do not use a bring-your-own model may continue to operate as usual.

### **What considerations were made for safety?**

All permitted events will continue to be subject to the existing health and safety requirements under the LLCA. Permit-holders are responsible for ensuring these standards and requirements.

### **What if I still have questions?**

If you have any questions about these regulatory changes, please contact Armina Samadi, Director, Agency and Tribunal Relations Branch at [Armina.Samadi@ontario.ca](mailto:Armina.Samadi@ontario.ca).

If you have any questions about AGCO permits and the application process, please contact Ruxandra Ilicea, Senior Eligibility Officer at [Ruxandra.Ilicea@agco.ca](mailto:Ruxandra.Ilicea@agco.ca).

Yours truly,



Tom McKinlay  
Assistant Deputy Attorney General

c: Armina Samadi  
Director, Agency and Tribunal Relations Branch, Ministry of the Attorney General

Leslie Fenton  
Director, Corporate Affairs, Governance and Agency Oversight, AGCO

# Avoid the Hangover: Municipal Risk Tips for Ontario's BYOB Rules

The Ontario government has expanded “bring-your-own” alcohol (BYOB) event permits to include municipally designated cultural or community outdoor public events, such as:

- Farmers' markets
- Movie screenings
- Art exhibits
- Neighbourhood festivals

The BYOB permit system was updated by O. Reg. 1/26 which takes effect on April 30, 2026. On this date, event organizers in participating municipalities can begin applying for the permits through the Alcohol and Gaming Commission of Ontario (AGCO).

This is not a blanket legalization of public drinking. Only designated event areas may allow BYOB consumption, only adults 19+ may bring alcohol and events must meet the definition of a cultural or community outdoor event as determined by municipal processes.

Under Ontario's new BYOB framework, municipalities must take these specific steps before any event organizer can apply for a bring your own alcohol permit:

## 1. Pass a bylaw permitting alcohol consumption in public spaces

Municipalities must have a bylaw authorizing alcohol use in public spaces. If they do not already have one, they must pass one.

## 2. Establish a local process to determine eligible events

Municipalities must create a local approval framework that defines what qualifies as a community or cultural outdoor event and determines which events may apply for BYOB authorization.

## 3. Enable organizers to apply to the AGCO

Once Steps 1 and 2 are complete, event organizers in that municipality can apply through the AGCO for BYOB event permits.

## The Risks and Rewards of BYOB

Expanding BYOB to cultural and community events has both risks and rewards. Potential rewards include:

### Increased Accessibility and Affordability

Allowing attendees to bring their own wine, beer, or non-alcoholic specialty beverages can:

- Reduce costs for low-income participants.
- Make events more inclusive by eliminating reliance on expensive licensed vendors.
- Encourage attendance at smaller community-run events that cannot afford a liquor licence or bar service.

**Reward:** Event participation may become more socio-economically diverse, and cultural organizations may see higher turnout.

### Support for Grassroots and Volunteer Run Events

Small organizations often find alcohol licensing to be:

- Expensive
- Bureaucratically complex
- Intimidating for volunteers

A regulated BYOB framework can empower:

- Local arts collectives
- Neighbourhood associations
- Cultural heritage groups

**Reward:** The result may be more vibrant community programming and reduced administrative burden.

## Safer Consumption Through Personal Responsibility

When people bring their own alcohol:

- They tend to consume familiar beverages in familiar quantities.
- There is less pressure to “get their money’s worth” compared to paid bar service.
- It may reduce heavy consumption driven by event-time promotions.

**Reward:** This could create a lower risk of binge drinking relative to open, unregulated service.

## Economic Benefits for Local Producers

Participants often bring:

- Local craft beer
- Regional wine
- Specialty non-alcoholic beverages (a growing market)

**Reward:** Events can encourage BYOB guidelines such as “support local producers,” giving microbreweries and wineries indirect promotional value.

## Cultural Expression

In some communities, sharing homemade or culturally significant beverages is a form of:

- Heritage expression
- Community bonding
- Celebration of cultural identity

**Reward:** Allowing BYOB can enhance the authenticity of cultural events.

There are also potential risks municipalities should be aware of, such as:

## Enforcement and Liability Challenges

Without a licensed server (e.g., Smart Serve–trained staff):

- Overconsumption is harder to monitor.
- Event organizers may shoulder increased liability risk.
- Staff or volunteers may not know how to intervene in intoxication scenarios.

**Risk:** Increased exposure to civil liability or insurance issues.

## Difficulties Controlling the Environment

BYOB can complicate:

- Age verification, since alcohol does not pass through a controlled point of sale.
- Limits on quantity brought in.
- Enforcement of restrictions on high proof alcohol or homemade beverages.

**Risk:** Increased possibility of underage access or unsafe beverage types.

## Public Safety & Disorderly Conduct

At large festivals or public-facing events:

- BYOB may increase tailgating, open container behaviour, and intoxication in non-designated areas.
- Police may find it harder to manage alcohol-related disturbances.

**Risk:** Strain on policing and security resources.

## Insurance and Compliance Costs

Even though BYOB reduces licensing costs, insurers may:

- Require additional event liability riders.
- Increase premiums due to perceived elevated risk.

**Risk:** Financial barriers may shift rather than disappear.

## Inconsistent Compliance Across Event Types

A uniform BYOB policy may not fit every venue. For example:

- Indoor venues differ from parks.
- Family-oriented cultural events differ from adult-focused celebrations.

**Risk:** Patchwork implementation may confuse organizers and attendees.

## Key Considerations for Policymakers

When a municipality provides a formal “Municipal Designation” to support a BYOB Event Permit under the AGCO framework, it may create a degree of perceived or shared risk exposure, even where the event is held on private or third-party property and the municipality is not the organizer. Liability on the municipality may depend on the specific facts, including the municipality’s level of

involvement, due diligence undertaken, and whether it exercised reasonable care in granting the designation.

If a jurisdiction is contemplating expanding BYOB rules, the following mechanisms can offset risk:

- Mandatory event registration (e.g., notifying the regulator even if no licence is required).
- Maximum alcohol volume per person (e.g., one bottle of wine or 6-pack per adult).
- Mandatory use of designated consumption areas with clear signage.
- Establish thresholds for event size and capacity limits (e.g., higher requirements for larger or higher-risk events).
- Requirement for security or trained sobriety monitors for events over a certain size and notify local police or bylaw enforcement about the event.
- Clear liability allocation between organizers and attendees.
- BYOB rules tied to non-commercial events only (to avoid replacing licensed venues).
- Promotion of non-alcoholic alternatives to encourage moderation.
- Implement ID checks at entry points to address underage drinking risks.
- Provide clear signage outlining rules, including no alcohol for minors and hours of consumption.
- Promote safe transportation options such as rideshares and taxis.
- Ensure alignment with applicable legislation, such as the *Liquor Licence and Control Act*.
- Implement a standardized review process for designation requests. Require sufficient information about the event, including site plans, security, alcohol management, and emergency procedures.
- Maintain records demonstrating the municipality's review and rationale for granting designation.
- Ensure agreements with event organizers clearly outline responsibilities for supervision, enforcement, insurance, and indemnification. Require the event organizer to carry appropriate liability insurance, including coverage for alcohol-related exposures and ensure the municipality is named as an additional insured.

## Takeaway

Expanding BYOB regulations to cultural and community events offers real benefits: lower barriers for small organizations, increased access and inclusion, and culturally meaningful participation. However, the risks—especially around enforcement, liability, and public safety—require careful regulatory design. A hybrid approach that permits BYOB under defined, manageable conditions can preserve the benefits while minimizing the potential harms.

## Resources

<https://news.ontario.ca/en/release/1007175/ontario-permitting-bring-your-own-alcoholic-beverages-at-outdoor-public-events>

<https://www.cbc.ca/news/canada/toronto/ontario-alcohol-rules-changing-9.7131958>

<https://learnontario.ca/ontario-byob-event-permits-april-30/>

## Bayfield Agricultural Society Request for Water

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### Recommendation:

THAT Council receive the Bayfield Agricultural Society Request for Water report for information; and

THAT Council approves the request from Bayfield Agricultural Society for the provision of municipal water to fill a paddle boat lagoon ride at the 2026 Bayfield Community Fair; and,

THAT Council approves the participation of volunteer fire fighters who have offered to donate their time to assist with filling the lagoon; and,

THAT Council approves the cost of consumption for approximately 19 cubic meters be borne by the Municipality; and

THAT Council direct staff to work with the Bayfield Agricultural Society representatives to coordinate the filling of the lagoon, subject to any safety requirements, and any other conditions deemed necessary by the Municipality.

### OR

THAT Council deny the request from Bayfield Agricultural Society for the provision of municipal water to fill a paddle boat lagoon ride at the 2026 Bayfield Community Fair.

### Background:

The Municipality has received a request from the Bayfield Agricultural Society to provide water for the purpose of filling a paddle boat lagoon ride operating during the upcoming Agricultural Fair. The request was brought forward for Council's consideration at the June 1<sup>st</sup>, 2026 Council meeting, and the following resolution was passed:

**MOVED:** Councillor Whetstone **SECONDED:** Councillor Harris

*THAT the correspondence from the Bayfield Agricultural Society dated May 23, 2026 requesting water at the 170th Bayfield Community Fair be received as information; and*

*THAT Council direct staff to prepare a report outlining the costs and operational requirements associated with the requested supply of water, including any liability considerations. CARRIED.*

### Analysis and Considerations

- The location of the proposed paddle boat lagoon ride is on not on municipal property.
- The source of water will be a fire hydrant located on Fry Street, delivered to the fair grounds by fire hose. Connection at the hydrant will have a back flow preventer (supplied by OCWA at no cost) and the fire hose will run along the road allowance to the fair grounds to fill the ride.
- Any provision of municipal water would not interfere with normal municipal operations, emergency response capability, or water system pressures.
- Where applicable, the organizer should provide proof of insurance and agree to indemnify the Municipality against claims arising from the water supply arrangement.

- If approved, Firefighters from the Bayfield station would volunteer their time to fill the Lagoon Ride, working with exhibitor and the Fair committee to complete.
- The ride will be filled at 9 am and operated until 4 pm. After the event, the water will be tested for chlorine levels and dechlorinated, if necessary, before being discharged on the Fair Boards property by the vendor where it will be absorbed into the ground. No water is expected to drain into municipal storm sewers.
- The Bluewater Fire Chief contacted the Fire Chiefs from Central Huron and Huron East to obtain information regarding comparable requests. Both municipalities advised that they have historically supplied water for similar community events at no charge. At this time, neither municipality has a formal policy governing the provision of water for such events.
- This is a new ride this year to expand the Fair for the 150<sup>th</sup> anniversary of Bayfield and the 170<sup>th</sup> Bayfield community Fair.
- No other sources of water have been secured at this time by the Bayfield Community Fair pending decision of Council.
- Bluewater's Fees and Charges by-law does not have a fee relating to a request of this manner that would pertain to fees for filling rides, dunk tanks or any other request.
- If Council opts to move forward with the request, the Bluewater Fire Department will work with the Vendor and the Bayfield Agricultural Society to complete this task.

**Financial Impact:**

If Council approves the request, there will be costs associated with the supply of water, staff attendance and equipment usage. Although time is being donated from the volunteer firefighters, should an accident or injury take place, the Municipality would still be responsible for the accident or injury.

5,000 gallons equates to approximately 19 cubic meters. Using Bluewater's cost of consumption billed to water system users, it is estimated that the cost of the water for 19 cubic meters is \$12.54. This water is safe drinking water coming out of the hydrant. The \$12.54 however does not take into account the fixed costs of the water system that are required to have safe drinking water, like contributions to capital reserve.

Should Council approve the request, staff recommend that any associated costs be covered by the Municipality, being that this is a significant event for Bluewater and the Bayfield Agricultural Society.

**Attachments:**

- Request from Bayfield Agricultural Society dated May 23, 2026

Submitted and Prepared By: Dave Erb, Fire Chief

Concurred: Maggie McBride, Manager of Finance/Treasurer

Dave Kester, Manager of Public Works

Maggie Off, Manager of Facilities, Parks and Recreation

Approved for Submission: Chandra Alexander, Acting CAO/Clerk



May 23, 2026

**Municipality of Bluewater**

c/o Chandra Alexander, Clerk  
Jodi Overholt, Executive Assistant  
Dave Erb, Fire Chief  
14 Mill Ave  
Zurich, ON N0M 2T0

Re: Request for Water at the 170<sup>th</sup> Bayfield Community Fair

The Bayfield Agricultural Society is seeking the assistance of the Bluewater Fire Department in filling a kid's activity at the Bayfield Community Fair. This activity consists of a large lagoon of water (approx. 5,000 gallons) with paddle boats. This activity has been a tremendous hit with other local towns (Clinton & Seaforth) while they celebrated their major town anniversaries, and likewise we would love to bring this to Bayfield in 2026 as we celebrate Bayfield's 150<sup>th</sup> birthday and the 170<sup>th</sup> Bayfield Community Fair.

Our request to the Municipality of Bluewater is to have the assistance of the Fire Department in filling this lagoon with water ahead of the fair's parade down Main Street, so that it is ready to receive the community as the parade leads the crowds to the Fairgrounds. This request could either be done using water tanker truck or perhaps directly from a hydrant located in proximity, and we would work with staff to find a suitable location for this. The provider is willing to have this activity set-up and ready by 9:00a.m. on August 15<sup>th</sup>, 2026.

The activity is provided by a fully insured event company and has a full-time paid operator on-site for this activity to ensure safety in all aspects. Additionally, we would provide additional recognition through signage and in advertising recognizing the support of the Municipality.

Should you have any questions please feel free to contact me.

Respectfully,

A handwritten signature in blue ink that reads 'Jentje'.

Jentje Steenbeek, Treasurer  
Bayfield Agricultural Society

## Development Charge Reduction Program

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### Recommendation:

THAT Council receive the Development Charge Reduction Program report for information purposes.

### Background:

On March 30, 2026, the provincial and federal governments announced \$8.8 billion in funding over 10 years, to be delivered through the Build Communities Strong Fund's Provincial and Territorial stream. On June 1, 2026, an announcement was made regarding the Development Charge Reduction Program (DCRP) which serves as a key pillar of the COPB commitment. Applications for the program are due June 19, 2026. The intent of the funding program is to provide housing-enabling infrastructure to support housing development in Ontario.

To obtain this funding, municipalities will be required to commit to reducing their respective residential DCs by 30% to 50% and provide funding for at least 10% of the eligible growth-related project costs. The eligibility for the program also extends to municipalities that took early action – i.e., reduced and maintained low DCs prior to March 30, 2026.

Eligible projects must meet the following outcomes:

- Primarily enable the construction of new housing units;
- Accelerate the delivery and implementation of shovel-ready infrastructure projects in the municipality's DC background study and capital plan; and
- Be completed by October 31, 2035.

The program is infrastructure project specific, meaning that funding must be for an infrastructure project(s) identified in the municipality's DC background study and capital plan. The program does not provide funding for the overall lost DCs as a result of the 30-50% reduction a municipality has put or does put in place. After reviewing the correspondence received on the program (attachments 1 and 2), and the program guidelines, staff have identified that Bluewater does not have any projects that fit the program requirements of the DCRP.

As identified in the program guidelines, ineligible projects are:

- Projects that have started construction prior to a Transfer Payment Agreement (TPA) being fully executed;
- Planning and design work as stand-alone projects; and
- Projects that are for rehabilitating (i.e., extending the life or improve the quality, functionality or safety of an asset) and/or repairing existing municipal infrastructure.

Staff have reviewed the Development Charge projects identified in the Municipalities [current background study](#). These are the projects that are either fully or partially identified to use DCs as a source of funding for the project. The table below details the projects within the study and a description of how each is not eligible for the DCRP.

Project	DCRP Eligibility
Roads Needs Study	Not eligible - Planning and design work as stand-alone projects are ineligible.
Water & Wastewater Master Plan	Not eligible - Planning and design work as stand-alone projects are ineligible.
Development Charge Study	Not eligible - Planning and design work as stand-alone projects are ineligible.
Water System Needs Assessment	Not eligible - Planning and design work as stand-alone projects are ineligible.
Parkland Development	Not eligible – Not an infrastructure project.
Expansion of Public Works Bays & Office	Not eligible – Construction already started.
Airport Line Bridge Replacement	Not eligible – Project already completed.
Tractor & Blower	Not eligible – Purchases are already completed and do not relate to public transportation. Allowable rolling stock includes “heavy railcars [subway], commuter railcars, light railcars, streetcars, specialized transit, public transit buses.”
Single Axle	
Sidewalk Plow	
Zurich Main Street Reconstruction	Not eligible – Project already completed.
Bayfield Main Street Reconstruction	Not eligible – Project already completed.
New Sidewalks	Not eligible – Sidewalks are not within the scope of projects identified as “fixed transportation”. Some construction has already been completed.
Traffic Study	Not eligible - Planning and design work as stand-alone projects are ineligible.
Stanley Transfer Station	Not eligible – Construction already started.
Bayfield Wastewater Treatment Expansion	Not eligible – Construction already started.
Zurich Wastewater Treatment Expansion	Not eligible – Project already completed.
Hensall Wastewater Treatment Expansion	Not eligible – Project already completed.
Zurich Water Supply	Not eligible – Project already completed.

The DCRP will allow for municipalities with retroactive DC reductions to choose projects from the municipal capital plan that may not be in their DC background study. This means for Bluewater since the DC reduction was in place prior to March 30, 2026, an application could be made for an eligible project not in the DC background study if it was identified in a capital plan and also fit all other eligibility requirements under the DCRP. The Municipality does not have any projects identified in a capital plan that are “shovel-ready” and will primarily enable the construction of new housing units.

Within the information available regarding the DCRP, comments from the Association of Municipalities Ontario (AMO), notes “the province committed to also making funding available for rural, small and northern municipalities, with more details to be announced at a later date.”

### Financial Impact:

The Municipality of Bluewater reduced all DCs by 45 per cent effective July 14, 2025. The reduction has resulted in \$366,814.56 being uncollected in DC's as previously planned in the DC background study as a source of funding to date. Since the reduction has been in place, 11 permits have been issued where DCs can be collected. Had the reduction not been in place, \$704,900 would have been collected. With the reduction \$338,085.44 was collected, resulting in \$366,814.56 going uncollected. As the Municipality has no eligible projects for the DCRP, this amount will continue to go uncollected, with no additional funding source being available to offset any of the lost DC revenue.

As noted above, the Municipality has completed or is in the process of completing a significant number of projects identified in the current DC background study. This means that DC's have been or are currently being used to fund the specific projects identified in the DC background study. Due to this, Bluewater's DC Reserve Fund account is in a negative position (as of the date of this report), with the negative position expected to grow as projects continue and expenses for the projects within the DC background study need to be paid. Interest on the overdrawn amounts is being incurred at a rate of 4.45%, which is subject to increase or decrease if Bank of Canada Prime rates are adjusted. The 2026 estimated DC Reserve Fund ending balance can be found in attachment 3.

**Attachments:**

- 1) June 3, 2026 Correspondence from BM Ross Re: Development Charge Reduction Program
- 2) June 3, 2026 Correspondence from Watson & Associates Re: Development Charge Reduction Program
- 3) 2026 Estimated DC Reserve Fund Balance

Prepared & Submitted By: Maggie McBride, Manager of Finance/Treasurer

Concurred By: Aaron Stewardson, Manager of Development Services/CBO  
Dave Kester, Manager of Public Works

Approved for Submission: Chandra Alexander, Acting CAO/Clerk



**VIA EMAIL ONLY**

June 3, 2026

**Re: Development Charge Reduction Program (DCRP)**

Dear Clients,

On June 1, 2026 the Province released guidelines for the Development Charge Reduction Program (DCRP). The intent of this letter is to summarize the requirements associated with the DCRP.

The DCRP is a grant program open to municipalities with a Development Charge (DC) By-law in place who reduce development charges by a minimum of 30% for all types of residential development for a period of 3 years. The program will fund development charge projects, with up to 90% of funding provided by the provincial and federal government. There is no maximum dollar limit on project funding. Funding is expected to be announced this summer with transfer payment agreements executed by August 15, 2026.

The grant program is competitive and funding is not guaranteed. Funding will be prioritized based on:

- The number of new housing units that will benefit from the development charge reduction.
- Applications that provide for greater DC reductions (i.e. more than 30-50%).
- Higher municipal cost contributions (i.e. the municipality provides more than 10% of project costs).
- Project readiness.

Program requirements include:

- Having an active DC By-law in place (as of March 30, 2026).
- Providing an agreement-in-principle at the time of application to reduce DC rates by 30-50% (at minimum) for a period of 3 years.
- The reduction must apply to all residential development types.
- **The reduction must be applied retroactively to building permits issued on or after March 30, 2026.**

Projects, in order to be eligible for funding, must be identified within the current DC Background Study and municipal capital plan. The project must start no later than July 31, 2030 and be completed by October 31, 2035. Projects can be new infrastructure or work that will support growth. Repairs and rehabilitating infrastructure to improve functionality or extend operating life are not eligible.

The categories of eligible projects includes:

- Drinking water infrastructure
- Wastewater infrastructure
- Stormwater infrastructure
- Transportation infrastructure (roads, bridges, maintenance facilities, rolling stock)
- Fire services
- Police services
- Paramedic services
- Community infrastructure (community centres, libraries, cultural centres, park equipment, pools, sport facilities, child and youth centres, senior day centres, performing art centres)

Note, projects that enable housing (e.g. water, wastewater, roads) will be prioritized over community projects (e.g. community centres, park equipment etc.). Municipalities can submit more than one application but are encouraged to limit the number of eligible projects to 5 and can bundle smaller projects together; however, an application cannot include multiple project types (e.g. a new road and new watermain and new sewer). If a municipality submits multiple applications, they are required to submit a prioritization rationale for the applications. Planning and design do not have to be complete for a project to be submitted, but it is noted that priority will be given to shovel-ready projects.

Eligible costs include: land acquisition, hard costs (construction, labour, materials, equipment) and EA or duty to consult costs after February 26, 2026. Ineligible costs include: design, engineering, legal fees, approvals, tax and rebates, costs incurred after October 31, 2035 **and project costs that benefit existing development.**

Applications must include:

- Application form (available from the TPON website)
- The number of houses enabled by the project
- An estimate on the amount of DC relief over the next 3 years
- Project Map in KML format
- Maps of proposed housing development (showing official plan designation, zoning designation, status of applications/approvals)
- DC By-law
- DC background study and municipal capital plan
- DC reserve statement

- Any other applicable background information (drawings, reports, Master Plans, etc.)
- An agreement in principle to reduce residential DC rates.

Please note, with respect to the DC reduction, municipalities will have the ability to determine how the reduction is applied to residential development. This could include a reduction of just certain DC services (e.g. water and wastewater) or across all services.

The funding may also be stacked with other provincial and federal programs towards project costs, but not the municipal share, and not from housing-enabling infrastructure programs.

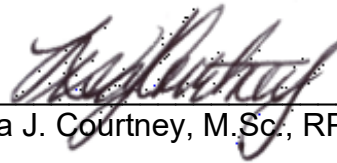
Additional details may be available upon release of the funding application form.

Should you have any questions or require any support, please feel free to reach out.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



\_\_\_\_\_  
Lisa J. Courtney, M.Sc., RPP, MCIP

June 3, 2026

To our Municipal Clients,

In our continued efforts to keep you informed of matters related to development charges (DC), we want to inform you of the June 1 announcement regarding the Development Charges Reduction Program (DCRP). The following provides a brief summary of the information, as well as some key sources of further information to assist you in the coming weeks:

- Funding Announcement: <https://news.ontario.ca/en/release/1007531/ontario-and-canada-open-applications-for-new-development-charge-reduction-program>
- Funding Program Details: <https://www.ontario.ca/page/development-charges-reduction-program>
- Program Guidelines: <https://www.ontario.ca/files/2026-06/mmah-dcrp-application-guidelines-and-faq-en-2026-06-01.pdf>

Applications for funding are **due by June 19, 2026** through Transfer Payment Ontario (TPON): <https://www.tpon.gov.on.ca/tpon/psLogin>

## Overview

The provincial and federal governments announced \$8.8 billion in funding over 10 years, to be delivered through the Build Communities Strong Fund's Provincial and Territorial stream. The intent of the funding is to provide housing-enabling infrastructure to support housing development in Ontario. To obtain this funding, municipalities will be required to commit to reducing their respective residential DCs by 30% to 50% and provide funding for at least 10% of the eligible growth-related project costs.<sup>[1]</sup> The Program Guidelines document (summarized below) provides further details regarding the program, including eligible projects, the application process, how projects will be assessed, and other relevant items. Note that joint submissions between municipalities may be accepted, subject to the requirements in the Program Guidelines.

## Key Requirements

- Municipalities must commit to reducing DCs for all residential development by 30% to 50% to be eligible for funding.
  - It appears that a commitment to reducing DCs is required; a reduction in DCs in advance of receiving funding does not appear to be necessary.
  - It appears no reduction for non-residential development is required.
  - DC reductions must be inclusive of area-specific DCs.

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<sup>[1]</sup> Note that eligible growth-related costs do not include the Benefit to Existing and Post-period Benefit shares of DC projects.



- DC reductions must total 30% to 50%, but municipalities can choose to reduce certain service categories more than others.
- Reductions in DCs will be measured against the rates in effect as of March 30, 2026.
  - Note that there was no mention of indexing in relation to estimating the DC relief. Further clarification of this matter may be required in preparation of your applications.
- Municipalities will be required to maintain any rate reductions for a period of at least three years.
- DC reductions would take effect immediately upon entering into the Transfer Payment Agreement and would be retroactive to building permits obtained after March 30, 2026.
  - When preparing amending by-laws to reduce the DC rate, municipalities may need to include wording to provide for the reduced rate to apply retroactively to building permits issued after March 30, 2026. Where DCs have already been paid, refunds may be required, which may add to the administrative burden.
- Municipalities must make a commitment to fund at least 10% of the eligible (growth-related) project costs from non-DC sources. Note that for assessment purposes only, soft costs can be used to estimate the municipal contribution.
  - As the guidelines state “for assessment purposes only,” it is assumed that the municipality would be responsible for 10% of the “eligible costs,” which excludes soft costs.
- Municipalities will be responsible for all cost over-runs and financing costs related to the projects.
- Applicants should request funding amounts that are reflective of the estimated amount of DC relief provided and the municipal contribution for each project.
  - Funding from other provincial and federal programs may be stacked towards the eligible project costs, subject to conditions of previous agreements and that the funding is not from housing-enabling infrastructure programs. These amounts cannot be used towards the municipal contribution.

### **Application Requirements**

- A reasonable estimate of the number of housing units enabled by the proposed project(s).



- An estimate of the number of housing units that will benefit from the reduced DCs and the resulting amount of the reduction provided.
  - This will entail a projection of anticipated housing development for the period of the proposed reduction, for which the DC rates and reduced DC rates can be applied to estimate the overall reduction provided.
  - Note that this may be audited by the Province.
- Identification of the project, or projects (up to five), that would be eligible for the grant.
  - Projects must be included in your most recent DC background study and capital budget/plan.
    - Note that for municipalities without multi-year capital budgets, reference to a master plan or other study that identifies the capital needs may be required. Municipalities may need to seek clarification as part of the application preparation.
  - For municipalities that reduced DCs prior to March 30, 2026, they can choose projects in their capital plan that are not in the DC background study.
  - Smaller projects may be grouped together for the purpose of the application.
  - Where multiple projects are identified, prioritization of the projects with the rationale is required.
  - Multiple applications can be submitted if more than five projects are identified.
  - Projects can be parts of larger projects.
  - Projects must begin construction by July 31, 2030 and be completed by October 31, 2035.
    - Projects cannot be those already under construction, except where they started after March 30, 2026 and where DC rate reductions have been applied in advance.
- Municipalities must commit to complying with the Housing, Infrastructure and Communities Canada's Buy Canada Policy or the Municipal Buy Ontario Procurement Directive.
- Applications must include a clearly defined scope of work, schedule, and list of dependencies to enable a comprehensive understanding of the project (financial, technical, risk, etc.).
- Applications are required to include a copy of the applicable Official Plan schedules and Zoning By-law maps with anticipated housing clearly delineated.



## Eligible Projects and Costs

- Projects that enable housing will be given priority.
  - Projects cannot include life cycle replacement projects, but may include expansions of existing infrastructure that increase capacity, size, scope, or reach to accommodate growth.
- Eligible service categories are:
  - Water, wastewater, stormwater, fixed transportation, and transportation rolling stock – these projects will be given priority.
  - Public Safety and Emergency Services and Community Infrastructure – these projects will be considered.
  - A full list of eligible asset types is provided in the Program Guidelines.
- Municipalities must own the infrastructure and/or confirm they will own the assets upon a specified date.
- Eligible Project Costs include:
  - Land acquisition costs (from the provincial share of the funds only).
  - Hard costs (including costs of construction, labour, materials, and equipment).
  - Environmental Assessment and Duty to Consult costs incurred after February 26, 2026.
  - As stated above, for assessment purposes only, soft costs can be used to estimate the municipal contribution. It is assumed that municipalities will be required to fund their portion of the actual eligible costs.

## Ineligible Projects and Costs

- Projects that have started construction prior to a Transfer Payment Agreement being executed.
- Planning and design work as stand-alone projects.
- Projects for rehabilitation and/or repair of existing municipal infrastructure.
- Any share of a project that is identified as Benefit to the Existing Development or Post-period Benefit.
- Ineligible Project Costs include:
  - Soft costs, including those related to design, engineering, legal fees, and permitting and insurance.
  - Costs incurred after October 31, 2035.
  - Costs incurred for cancelled projects.
  - Any overhead costs, salaries, and other employment benefits of any employees of the applicant, any direct or indirect operating or administrative costs, and costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the applicant's staff.



- Note that this appears to imply that chargebacks to capital projects for municipal staff time would likely not be eligible for funding.
- Sales tax.
- Any costs eligible for rebates.
- Costs for operating expenses, including maintenance.
- Costs related to furnishings and non-fixed assets that are not essential for the operation of the asset.

### **Timelines and Key Dates**

- Applications are due by June 19, 2026.
- Transfer Payment Agreements must be executed by August 15, 2026.

### **Evaluation of Applications**

- Funding will be provided as determined by the Province, with priority given to applications with:
  - Deep DC rate reductions and a large number of housing units that would benefit from the DC relief.
  - Greater proposed rate reductions and/or municipal contribution (e.g., more than 10%).
  - Capital projects that are further in the shovel-ready process.
    - Shovel-readiness indicators include:
      - Completed Environmental Assessment;
      - Land acquisition;
      - Conceptual Engineering;
      - Detailed Engineering;
      - Planning and Design; and
      - Tender/contract award (without commencement of construction).
- Availability of dedicated DC reserve funds towards the project will be considered in determining shovel-readiness of the project.
  - It is assumed that this is in relation to cash-flowing the project while funds are distributed from the Province.

### **Other Matters for Consideration**

- Projects should have a financial plan in place to manage ongoing operating costs.
- Projects should be considered in the next update to the municipality's asset management plan.
- Where the duty to consult Indigenous communities is triggered, the municipality must confirm that consultation has been undertaken.



- Projects must meet or exceed the requirements of the Ontario Building Code.
- Payments will be made to municipalities on a milestone basis as set out in the Program Guidelines.
- There appears to be no funding maximum.
- Municipalities approved for funding will be required to provide reports to the Ministry as set out in the Program Guidelines document.

### **Concluding Remarks**

The intent of this program is to provide grant funding for housing-enabled projects that provide the greatest DC relief. As such, this program is designed such that municipalities will submit applications to compete for a defined pool of funds. Moreover, it incentivizes municipalities to provide DC reductions and municipal contributions beyond the minimum requirements set out in the Program Guidelines.

Given the intent of the program, it appears that a larger share of the funds may be provided to municipalities with higher levels of growth and higher DCs, as the reductions may have a larger impact in these areas.

As the application requirements include a commitment to reduce DCs, it is recommended that municipalities do not reduce DCs in advance of entering into a Transfer Payment Agreement in case grants are not awarded, unless DC reductions are provided for policy matters not related to receiving the grant funding.

The funding received for projects may not offset the revenue foregone from reducing DCs and funding at least 10% of project costs from municipal sources. An analysis should be undertaken to assess the financial benefit of receiving funding before applying or entering into a Transfer Payment Agreement.

If you have any questions regarding the DCRP, the preparation of applications, or the implications of this program for your municipality, we would be pleased to assist you. Feel free to contact any of the undersigned at your convenience.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Peter Simcisko, BA (Hons), MBE, Managing Partner  
Sean-Michael Stephen, MBA, Managing Partner  
Daryl Abbs, BA (Hons), MBE, PLE, Managing Partner  
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**Annual Statement**  
**2026 Estimated Ending Balance for Development Charge Reserve Fund**

Details	Administration	Parks & Recreation	Services Related to a Highway	Waste Diversion	Bayfield Wastewater	Hensall Wastewater	Zurich Wastewater	Hensall Water	Zurich Water	Total
Opening Balance as of January 1, 2026	118,426.70	188,211.94	(255,750.92)	53,465.38	401,273.36	29,654.67	60,003.68	308.35	(275,729.19)	319,863.97
Plus: (Revenue Income earned)	-	-	-	-	-	-	-	-	-	-
Development Charge Collection as of June 9, 2026	3,467.76	8,685.60	29,206.90	7,779.42	83,410.25	-	64,410.94	-	126,067.92	323,028.79
Accrued Interest	1,113.96	5,414.68	(8,677.03)	(2,963.95)	(9,996.51)	815.50	3,421.40	(6,703.79)	(6,659.93)	(24,235.66)
Repayment of monies borrowed from Funds and Associated Interest	-	-	-	-	-	-	-	-	-	-
Subtotal	123,008.42	202,312.22	(235,221.05)	58,280.85	474,687.11	30,470.17	127,836.02	(6,395.44)	(156,321.20)	618,657.10
Less: (Amounts Out)										
Amount Transferred to Capital/Other Funds	(92,421.07)	-	(142,927.70)	(200,000.00)	(977,839.65)	-	-	(301,630.28)	-	(1,714,818.70)
Amounts Refunded	-	-	-	-	-	-	-	-	-	-
Credits	-	-	-	-	-	-	-	-	-	-
Subtotal	(92,421.07)	-	(142,927.70)	(200,000.00)	(977,839.65)	-	-	(301,630.28)	-	(1,714,818.70)
Estimated Closing Balance as of December 31, 2026	30,587.35	202,312.22	(378,148.75)	(141,719.15)	(503,152.55)	30,470.17	127,836.02	(308,025.72)	(156,321.20)	(1,096,161.60)

# Municipality of *Bluewater*

## Notice of Motion

A Member of Council desiring to introduce a Motion at a Council meeting regarding a matter that would not otherwise be considered at such Meeting, shall:

- a) Prepare the proposed Motion in writing, with a confirmed seconder.
- b) Submit the proposed Motion to the Clerk, at least 3 business days prior to the publication deadline for the regular agenda.
- c) The Clerk shall include the Notice of Motion on the next regular agenda noting the mover and seconder.

Discussion and debate on the motion and final disposition of the item will be at the next scheduled Meeting of Council.

**Date of Submission:** May 21, 2026

**Meeting Date for Consideration:** June 1, 2026

**Moved by:** Councillor Winona Sangster

**Seconded by:** Councillor Scott Harris

**Purpose of Notice:**     New Motion     Reconsideration     Rescind     Amend

### MOTION:

1. THAT Council of the Municipality of Bluewater initiate a zoning by-law amendment to modify 3.23.4 of the General Provisions section of the zoning by-law to permit a limited number of hens on properties with single detached dwelling units within residential zones for the production of food and/or pets towards dwelling units on the property.
  2. THAT Council direct staff to bring forward proposed amendments to the Animal Control By-law to allow for backyard hens within settlement areas on residential properties, including limiting the keeping of roosters.
- 
- 

Winona Sangster  
Councillor Name

  
Signature

*A Council member shall only request one Notice of Motion per Council Meeting.*

Notices of Motion not provided in writing at least 3 business days prior to the publication of the regular agenda will not be added to that agenda and will be automatically put over to the next scheduled Council meeting agenda.

# The Corporation of the Municipality of Bluewater

## By-Law Number 61 – 2026

Being a By-law to confirm the proceedings of Council at its regular meeting held on  
June 15, 2026

The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. THAT the actions of the Council at its meeting on June 15, 2026 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting is hereby adopted, ratified and confirmed as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. THAT the Mayor and proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect the said action or obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Municipality of Bluewater to all such documents.

By-law read a first and second time this 15th day of June, 2026.

By-law read a third time and finally passed this 15th day of June, 2026.

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Paul Klopp, Mayor

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Chandra Alexander, Clerk