

**THE CORPORATION  
OF THE  
MUNICIPALITY OF HURON EAST  
BY-LAW NO. 30 FOR 2013**

Being a by-law to amend By-laws 69-2008, 42-2009 and 62-2011  
of the Corporation of the Municipality of Huron East.

**WHEREAS** under the provisions of By-Law 69-2008, 42-2009 and 62-2011, the Corporation of the Municipality of Huron East entered into agreements with the Huron Community Family Health Team to lease space in the Huron East Health Centre to the Huron Community Family Health Team;

**AND WHEREAS** an Addendum to the Agreements is necessary to recognize the Huron East Health Centre as a municipal capital facility under the provisions of Section 110 of the Municipal Act, S.O. 2001, c.25, as amended;

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

1. That the Mayor and CAO/Clerk are hereby authorized to sign an Addendum to an Agreement, attached hereto as Schedule "A" with the Huron Community Family Health Team.
2. The Addendum to an Agreement, attached hereto as Schedule "A" shall be added to the Lease Agreement, authorized by By-law 69-2008, with the Huron Community Family Health Team.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

**READ** a first and second time this 7<sup>th</sup> day of May, 2013.

**READ** a third time and finally passed this 7<sup>th</sup> day of May, 2013.

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Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk

**The Corporation of the Municipality of Huron East**

**By-Law 30-2013**

**Schedule “A”**

**ADDENDUM to an AGREEMENT  
with the  
Huron Community Family Health Team**

made in duplicate on this 7<sup>th</sup> day of May, 2013.

**BETWEEN:**

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

**hereinafter referred to as the “Municipality”**

**- and -**

**THE HURON COMMUNITY FAMILY HEALTH TEAM**

**hereinafter referred to as the “FHT”**

**WHEREAS** the Municipality by virtue of Agreements authorized by By-Laws 69-2008, 42-2009 and 62-2011, agreed to lease space to the FHT for the purposes of providing primary health care services to residents in the County of Huron;

**AND WHEREAS** the Parties to this Agreement acknowledge that under the terms of the initial agreement, authorized by By-Law 69-2008, Section 16(1)(a) of said agreement provided that all property taxes related to the FHT building were the responsibility of the Municipality and that the Municipality would be entitled to apply for any exemptions available and the FHT agreed to assist the Municipality in this regard;

**AND WHEREAS** the Parties to this Agreement acknowledge the importance of providing a facility to provide health care services as efficiently as possible;

**NOW THEREFORE** in consideration of the provisions of this Agreement and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. That the Huron East Health Centre, located on property owned by The Corporation of the Municipality of Huron East, being Part 1, Plan 22R-4906 being all of PIN 41295-0264 with a municipal address of 32B Centennial Drive, Seaforth Ontario, was built as a municipal capital facility under the provisions of the Memorandum of Agreement, authorized by By-Law 8-2008, to provide a service or function that may be provided by a municipality.

2. That pursuant to the provisions of Section 110(6) of the Municipal Act, S.O. 2001, c. 25, as amended, the Municipality shall by by-law exempt all space exclusively used by the FHT as described in Schedule “A” and “B” attached hereto, as exempt from property taxation for municipal and school purposes.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**The Corporation of the Municipality of Huron East**

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Bernie MacLellan, Mayor

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Brad Knight, CAO/Clerk

**Huron Community Family Health Team**

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Devon Sanderson, Chair

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Barbara Major-McEwan, Executive Director

**The Corporation of the Municipality of Huron East**  
**Agreement Addendum – Huron East Health Centre**  
**Schedule “A”**

By-Law Authorizing Lease	Effective Date of Lease	Exempt Area Leased	Notes
69-2008	2008-08-01	6,820 ft. <sup>2</sup>	Initial lease of FHT offices and common areas including waiting room. Doctor pods that were not occupied were not included in initial lease (see By-Laws 42-2009 and 62-2001)
42-2009	2009-09-01	880 ft. <sup>2</sup>	Rental of two doctor pods. Additional common area of 880 ft. <sup>2</sup> already include in space rented by FHT (see By-Law 69-2008)
62-2011	2011-08-01	440 ft. <sup>2</sup>	Rental of one additional doctor pod. Additional common area of 440 ft. <sup>2</sup> already included in space rented by FHT (See By-Law 69-2008)
14-2009	2009-04-01	440 ft. <sup>2</sup>	Rental of one additional doctor pod to Dr. Carolin Shepherd