



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, March 4, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet electronically in regular session on March 4, 2025, at 7:30 pm.

1.0 CALL TO ORDER

Disclosure of recording equipment.

2.0 ADOPTION OF AGENDA

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of March 4, 2025, as circulated.

~

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

4.0 MINUTES

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the February 18, 2025, Council Meeting Minutes as written.

~

5.0 ACCOUNTS

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves the March 4 accounts for payment as presented.

~

6.0 PUBLIC MEETINGS AND DEPUTATIONS

None.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 GREGORY MUNICIPAL DRAIN REPORT

A report has been prepared in this regard by CAO/Clerk Trevor Hallam for the information of Council.

7.2 TREASURER

7.2.1 2024 Council and Board Remuneration

A report has been prepared by Treasurer Sean Brophy in this regard for the information of Council.

8.0 BUSINESS

8.1 APPOINTMENTS TO COURTS OF REVISION

A report has been prepared in this regard by CAO/Clerk Trevor Hallam.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law updating appointments to local boards and committees to the next meeting of Council.

~

8.2 VOTER LIST MANAGEMENT AMENDING AGREEMENT

A report has been prepared in this regard by CAO/Clerk Trevor Hallam.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of an agreement with Comprint Systems Inc.

~

9.0 COUNCIL REPORTS

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Minutes – SVCA Board of Directors – January 17, 2025
- 10.2 Board Meeting Highlights – AMDSB – February 25, 2025
- 10.3 Resolution – Increase Tile Drain Loan Limit - County of Frontenac
- 10.4 Resolution – Buy Canadian Policy – Township of Uxbridge
- 10.5 Outstanding Action Items

11.0 ITEMS FOR A FUTURE AGENDA

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

13.1 Enter closed session.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at ___ p.m., with the CAO/Clerk and Director of Public Works remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- a) Section 239 (2) (e) regarding potential litigation*
- b) Section 239 (2) (k) regarding negotiations to be carried on by the municipality;*

~

13.2 Return to open session.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at ___ p.m.

~

13.3 Report and Action from Closed Session.

14.0 CONFIRMING BY-LAW

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 13-2025, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on March 4, 2025, and that it now be read severally a first, second, and third time, and finally passed.

~

15.0 ADJOURNMENT

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at ___ pm.

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, March 18, 2025, 7:30 pm
Regular Meeting of Council – Tuesday, April 1, 2025, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, February 18, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry met electronically in regular session on February 18, 2025, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Kevin Freiburger
Councillor Jamie McCallum
Councillor Jodi Snell
Councillor Sharen Zinn

Staff in Attendance

Trevor Hallam	CAO/Clerk
Mike Alcock	Director of Public Works

Others in Attendance

Alvin McLellan	Deputy Mayor, Huron East
Brian Keller	Appellant, Nichol Municipal Drain Court of Revision
Ben Gowing	Project Engineer, GEI Consultants
Hailee Burlack	
Brad Lyons	
Rachel Hammermueller	The Wingham Advance Times
Scott Stephenson	The Citizen

1.0 CALL TO ORDER

Mayor Heffer called the meeting to order at 7:30 pm.

Mayor Heffer noted that Scott Stephenson and Rachel Hammermueller would be recording the meeting for the purpose of writing articles.

2.0 ADOPTION OF AGENDA

Motion 34-2025

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of February 18, 2025, as circulated.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 35-2025

*Moved by Jodi Snell
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the February 4, 2025, Council Meeting Minutes as written.

Carried.

5.0 ACCOUNTS

Motion 36-2025

*Moved by Jodi Snell
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby approves the February 18 accounts for payment as presented.

Carried.

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 NICHOL MUNICIPAL DRAIN COURT OF REVISION

The meeting to consider the engineer's report for Nichol Municipal Drain 2024 was held on January 24, 2025. Notice of the sitting of the Court of Revision was sent on January 27, 2025.

On January 24, Council appointed Huron East Deputy Mayor Alvin McLellan, Mayor Jamie Heffer, and Deputy Mayor Kevin Freiburger to sit on the Court of Revision.

6.1.1 Open Court of Revision

Motion 37-2025

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adjourns their regular meeting of Council, to reconvene following the Court of Revision for the Nichol Municipal Drain 2024.

Carried.

Nichol Municipal Drain 2024 Court of Revision

6.2 Call to order by the Clerk.

Mr. Hallam called the Court of Revision to order at 7:35 pm.

6.3 Appointment of Chair

*Moved by Kevin Freiburger
Seconded by Alvin McLellan*

THAT Jamie Heffer be appointed as Chairperson for the Nichol Municipal Drain 2024 Court of Revision.

Carried.

6.4 Appeals

An appeal from Brian and Marian Keller was received on February 7, the details of which were provided for the consideration of the Court.

No other appeals were received by the deadline of February 8.

6.5 Late or Verbal Appeals

No late appeals were received, or brought forward by those in attendance.

6.6 Appeal #1 – Keller

6.6.1 Engineer

Ben Gowing addressed the Court. He noted that upon review of the appeal and the documentation that had recently become available from the 1994 Court of Revision, it was his recommendation that the previous decision be honoured by the Court. He recommended that the assessment for this report, as well as assessments for future maintenance, for the Keller property be reduced to zero, and the balance be borne by the Municipality as the road authority.

6.7 Deliberations of the Court

The Court discussed the appeal and the recommendation of the engineer, and reached a consensus to grant the appeal.

6.8 Decision of the Court

6.8.1 Appeal # 1

The Court may issue its decision verbally, to be followed by a written decision following the adjournment of the Court.

*Moved by Kevin Freiburger
Seconded by Alvin McLellan*

THAT the assessment for the portion of the cost of the report produced by GEI Consultants in December of 2024 for the Nichol Municipal Drain for the appellant's property be reduced from \$106.01 to \$0.00, and assessment for future maintenance for the Nichol Municipal Drain be reduced from 0.07% to 0.00%.

AND FURTHER THAT the balance of the assessment for the cost to produce this report and the assessment for future maintenance shall be borne by Municipality of Morris-Turnberry roads.

Carried

6.9 Adjournment

*Moved by Alvin McLellan
Seconded by Kevin Freiburger*

THAT the Court of Revision for the Nichol Municipal Drain 2024 be adjourned.

Carried.

7.0 STAFF REPORTS

7.1 FINANCE

7.1.1 Tax Sale

A report prepared in this regard by Tax Collector Kelly Tiffin was provided for the information of Council.

7.2 BY-LAW ENFORCEMENT

7.2.1 Animal Control Enforcement

A report prepared in this regard by Chief Building Official / Drainage Superintendent / Property Standards and By-Law Enforcement Officer Kirk Livingston was provided for the information of Council.

Councillor Zinn noted that the by-Law is well written, was put in place for a reason, and that this is the first Council has had to consider the enforcement of this provision. She stated that with the evidence of what happened she felt that staff acted in a professional way and followed the procedures, and that no relief should be given from the by-law. Councillors McCallum, Snell, and Deputy Mayor Freiburger agreed.

Ms. Burlack inquired about next steps, and Mr. Hallam said he would be in contact with her the following day.

8.0 BUSINESS

8.1 TENDER RESULTS – MT 25-601 HEAVY DUTY 4WD LOADER BACKHOE

A report in this regard was presented by Director of Public Works Mike Alcock.

Councillor Zinn expressed reservations about awarding the tender until the rest of the annual budget was reviewed again.

Motion 38-2025

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the quotation of NORS Construction Equipment for a 2025 Case 580SN W/T Loader Backhoe in the amount of \$209,000.00 (excluding HST) and authorizes the Mayor and CAO/Clerk to execute all required documents.

Carried.

8.2 TENDER RESULTS - MT 25-602 4WD ½ TON CREW CAB PICK-UP TRUCK

A report in this regard was presented by Director of Public Works Mike Alcock.

Motion 39-2025

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts quotation from Leslie Motors Ltd. Wingham for a 2025 Ford F150 Crew Cab 4 x 4, Pick-Up Truck complete with warning lights and snow tires on rims as specified, in the amount of \$60,488.04 (excluding HST) and authorizes the Mayor and CAO/Clerk to execute all required documents.

Carried.

8.3 TENDER RESULTS - REPAIR STRUCTURE T100 ON SALEM ROAD

A report in this regard was presented by Director of Public Works Mike Alcock.

Motion 40-2025

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry accept the tender of AJN Builder Inc. for Contract No. BR1531, repairs to structure T100 on Salem Road, for an estimated price of \$388,946.00 (based on estimated quantities and excluding HST) and authorizes the Mayor and Clerk to execute all required documents.

AND FURTHER THAT any budget surplus be transferred to the Bridge and Culvert reserve for future projects after completion of this project.

Carried.

9.0 COUNCIL REPORTS

Kevin Freiburger

February 5th, attended a meeting of the Bluevale Community Committee.

Jamie McCallum

Councillor McCallum noted that the Belmore Arena Board meeting had again been rescheduled due to weather.

Sharen Zinn

No report

Jodi Snell

Councillor Snell noted that the Wingham and Listowel Joint Physician Recruitment Committee meeting had been cancelled.

Jamie Heffer

No report

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Statement of Remuneration and Expenses – SVCA Board Member
- 10.2 Drainage Project Status Report – Headway Engineering – Q3/Q4 2024
- 10.3 Resolution – Trade Tariffs – Eastern Ontario Warden’s Caucus
- 10.4 Outstanding Action Items

11.0 ITEMS FOR A FUTURE AGENDA

None.

12.0 BY-LAWS AND AGREEMENTS

12.1 BOUNDARY ROAD MAINTENANCE AGREEMENT – HOWICK

At the February 4th, 2025 meeting of Council, staff were directed to return a by-law authorizing the execution of a boundary road maintenance agreement with the Township of Howick. By-Law 09-2025 was provided for consideration.

Motion 41-2025

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law 9-2025, being a by-law to authorize the execution of an agreement for the maintenance of a boundary road, between the municipality of Morris-Turnberry and the Township of Howick, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

12.2 ROBERTSON MUNICIPAL DRAIN – FINAL ASSESSMENTS

Motion 42-2025

*Moved by Jodi Snell
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law 10-2025, being a by-law to amend by-law 45-2023 of the Municipality of Morris-Turnberry based on actual costs incurred for constructing the Robertson Municipal Drain 2023, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

12.3 THOMPSON LAMONT DEYELL MUNICIPAL DRAIN – FINAL ASSESSMENTS

Motion 43-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT leave be given to introduce By-Law 11-2025, being a by-law to amend by-law 33-2024 of the Municipality of Morris-Turnberry based on actual costs incurred for constructing the Robertson Municipal Drain 2023, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

13.0 **CLOSED SESSION**

13.1 Enter closed session.

Motion 44-2025

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:10 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- a) Section 239 (2) (b) regarding personal matters about an identifiable individual;*
- b) Section 239 (2) (e) regarding potential litigation affecting the Municipality.*

Carried.

13.2 Return to open session.

Motion 45-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 8:35 p.m.

Carried.

13.3 Report and Action from Closed Session.

Council considered a request for a farm tax incentive rebate, and received correspondence related to an issue of potential litigation regarding the transfer of land and provided direction to staff.

Motion 46-2025

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby Council approves a farm tax incentive rebate in the amount of \$ 4,699.71 for 2024 for the property owned by Joyce Craig at 41393 Orange Hill Rd.

Carried.

14.0 CONFIRMING BY-LAW

Motion 47-2025

*Moved by Jodi Snell
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law 12-2025, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on February 18, 2025, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

15.0 ADJOURNMENT

Motion 48-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 8:36 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, March 4, 2025, 7:30 pm
Regular Meeting of Council – Tuesday, March 18, 2025, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

**Municipality of Morris-Turnberry
Account List for**

March 4 2025

General

Bell Canada	Emergency Lines	121.89	
Bell Canada	Morris Office	490.42	
Bell Mobility	Cell Phone	25.07	
Telizon	Long Distance Phone	2.77	
Huron Clean	Office Cleaning	401.64	
Orkin Canada	Pest Control - Office & Hall	192.29	
PSD CityWide	2025 Asset Management Software Renewal	5,348.50	
Township of North Huron	2024 November & December Fire Calls	17,067.21	(2024 Payable)
Township of North Huron	2025 January Fire Calls	792.56	
Bluevale Community Committee	2024 HST Net Payable	175.30	
WSIB	WSIB - February	1,247.35	
Minister of Finance	EHT - February	902.43	
	General Total		26,767.43

Payroll

February 26 2025	Payroll	23,849.23	
	Expenses	158.17	

Building Department

Bell Mobility	Cell Phone	59.77	
WSIB	WSIB - February	274.59	
Minister of Finance	EHT - February	173.29	

Payroll

February 26 2025	Payroll	5,303.90	
	Expenses	-	

Building Total 5,811.55

Property Standards

Property Standards Total -

Drainage

Hydro One	Hopper Pump	91.63	
Municipality of Morris-Turnberry	2024 Hopper Pump Maintenance	1,979.90	(2024 Payable)
Headway Engineering	Masson Municipal Drain	2,781.21	
	Drainage Total		4,852.74

Parks & Cemeteries

Parks & Cemeteries Total -

Belgrave Water

Bell Canada	Belgrave Water	165.86	
Veolia Water	January Operations	5,998.04	
Municipality of Morris-Turnberry	Belgrave Water Property Taxes	1,993.00	
Municipality of Brockton	Waste Water Disposal	694.53	(2024 Payable)
	Water Total		8,851.43

Landfill

Bell Mobility	Cell Phone	8.91	
Municipality of Morris-Turnberry	Morris Landfill & Pit Property Taxes	7,102.00	
John McKercher Construction	Morris Landfill - October	3,519.95	(2024 Payable)
SGS Canada Inc	Turnberry Landfill	1,895.01	(2024 Payable)
	Landfill Total		12,525.87

Roads

Bell Canada	Morris Shop	245.21
Bell Canada	Turnberry Shop	121.88
Bell Mobility	Cell Phones	59.04
Enbridge	Turnberry Shop	862.92
Steffens Auto Supply	Parts for 17-01 Grader	80.87
Huron Tractor	Parts for 17-01 & 09-02 Graders	825.19
Joe Kerr Ltd.	Parts for 06-04 Grader	316.40
Viking Cives Ltd.	Parts for 19-06 Tandem	6,330.97
Valley Blades Limited	Parts for 16-05 Tandem	1,630.32
Altruck International Truck Centres	Parts for 16-05 Tandem	204.82
White's Wearparts	Blades & Parts for Plow Equipment	12,921.23
Leslie Motors	Maintenance for 22-14 Pickup	186.20
Burkholder Auto Body & Towing	Tow for 13-03 Grader & 16-05 Tandem	1,299.50
Donegan's Haulage Limited	Winter Sand	10,141.70
Compass Minerals	Winter Salt	6,590.82
Municipality of Morris-Turnberry	Turnberry Shop Water	219.63
Huron County Road Supervisors Assc	2025 Memberships	650.00
WSIB	WSIB - February	2,101.50
Minister of Finance	EHT - February	1,326.19

Payroll

February 26 2025	Payroll	43,709.26
	Expenses	-

Roads Total **89,823.65**

Account Total **148,632.67**

Approved By Council:

March 4 2025

Mayor - Jamie Heffer

Treasurer- Sean Brophy

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: March 4, 2025
SUBJECT: Gregory Municipal Drain – Section 40 Report

RECOMMENDATION

For information only.

BACKGROUND

Between June 22 and 23 of 2017, a significant rainfall event occurred. Over approximately 8 hours, approximately 4 inches (100mm) of rainfall was recorded, which is equivalent to over a 100 year storm event.

This weather event caused flooding in of numerous properties in the area of Josephine Street and Highway 4 north of Wingham. A Notice of Request for Drain Improvement was submitted by landowners requesting additional culverts with increased capacity where the Gregory Municipal Drain crosses these roads. The timeline for this project is as follows:

- October 5 2018 - The Notice of Request for Drain Improvement under Section 78 of the *Drainage Act* was filed with the Municipality.
- November 6 2018 – At a regular meeting of Council, Dietrich Engineering was appointed to prepare a report under Section 78 of the *Act*.
- September 25, 2019 - An onsite meeting was held by the Engineer.
- February 13, 2025 – A report under Section 40 of the *Act* was filed with the Municipality.

COMMENTS

Notice of filing of this report and a copy of it will be sent to the landowners who submitted the request as required by the act. The Municipality has no costs for this project recorded to date, and the Engineer has indicated that there are no costs associated with the filing of this report

The landowners who submitted the request will have 40 days following the issuance of the notice to appeal the findings of the Engineer to the Ontario Drainage Tribunal. If no appeal is received, no further action will be required of the Municipality.

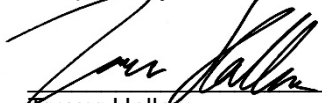
ATTACHMENTS

1. Notice of Request for Drain Improvement
2. Gregory Municipal Drain Section 40 Report.

OTHERS CONSULTED

Kirk Livingston, Drainage superintendent

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

OCT 5/2018

Notice of Request for Drain Improvement
Drainage Act, R.S.O. 1990, c. D.17, subs. 78(1)

To: The Council of the Corporation of the Municipality of Morris-Turnberry
Re: Gregory Municipal Drain (Name of Drain)

In accordance with section 78(1) of the Drainage Act, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- Changing the course of the drainage works;
Making a new outlet for the whole or any part of the drainage works;
Constructing a tile drain under the bed of the whole or any part of the drainage works;
Constructing, reconstructing or extending bridges or culverts;
Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;
Otherwise improving, extending to an outlet or altering the drainage works;
Covering all or part of the drainage works; and/or
Consolidating two or more drainage works.



Provide a more specific description of the proposed drain improvement you are requesting:

1/ add 2 extra equal size culverts to the existing on the south side of 745 Josephine St. North.
2/ construct new culverts under HWY #4 on the same water route
Property Owners: see attached MAP

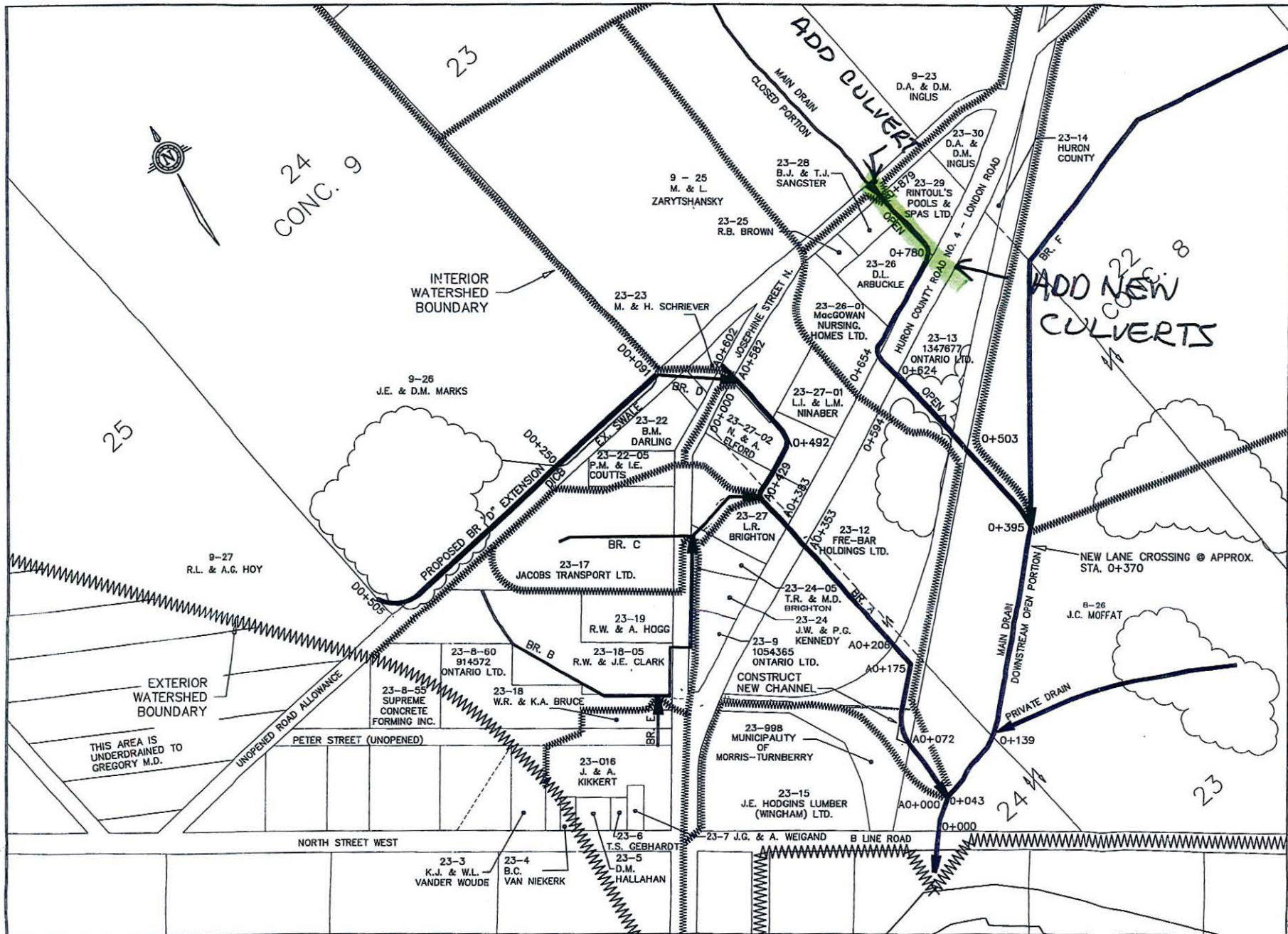
- Your municipal property tax bill will provide the property description and parcel roll number.
In rural areas, the property description should be in the form of (part) lot and concession and civic address.
In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

745 Josephine ST N, WINGHAM CON 8 PT LOT 23 Morris-Turnberry
Ward or Geographic Township: Morris - Turnberry
Parcel Roll Number: 40 60 490 023 02900 0000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

Rintoul's Pools + Spas LTD
745 Josephine ST N
WINGHAM NO. 2 W/O
owner Michelle Kennedy McKennedy

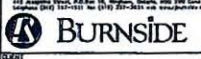


NOTES

ALL DIMENSIONS AND INFORMATION SHALL BE CHECKED AND WHERE NECESSARY THE CONTRACTOR SHALL BE ADVISED TO OBTAIN THE CORRECTED DATA.
 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF ALL DIMENSIONS AND INFORMATION SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO.	REVISIONS	APP'D	DATE
1	FINAL		

Z.A. MORRISON P. ENG. J.C. TAYLOR P. ENG.



MUNICIPALITY OF MORRIS-TURNBERRY

ENLARGED PLAN
 DOWNSTREAM PORTION
 GREGORY MUNICIPAL DRAIN

DESIGN	DWG. NO.	DATE
GAG	UW024197 - 2	JAN/02
DESIGNED	JAM/JCT	SCALE 1:4000
DRAWN	DATE	REVIEW
	MAR. 2008	



DIETRICH ENGINEERING LIMITED
CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7 | T: (519) 880-2708 | F: (519) 880-2709 | E: mail@dietricheng.com

Kitchener, Ontario
February 13, 2025

**Gregory Municipal Drain
Municipality of Morris-Turnberry**

Mr. Trevor Hallam
CAO/Clerk
Municipality of Morris-Turnberry
41342 Morris Road
Brussels, ON NOG 1H0

Dear Trevor:

The "Gregory Municipal Drain", serves parts of Lots 20 to 23, Concession 9 & 10, and part of Lots 22 & 23, Concession 11, Turnberry Ward, Municipality of Morris-Turnberry.

Authority to prepare this report was obtained by a resolution of the Municipality of Morris-Turnberry Council at its December 4, 2018 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, signed by Michelle Kennedy of Rintoul's Pools & Spa Ltd. (Roll No. 23-029), we submit herewith our Report under Section 40 of the Drainage Act, which states the following:

"Where the engineer finds that a drainage works is not required or is impractical, or cannot be constructed under this Act, the engineer shall forthwith file with the clerk of the initiating municipality a report to that effect, stating the reasons therefor, the amount of the engineer's fees and other charges and by whom they shall be paid, and the clerk shall forthwith send a notice of the filing of such report to all persons who signed the petition and the matter shall not be further proceeded with unless the decision of the engineer is reversed on appeal."

In my opinion the report does not need to proceed under the Drainage Act and can be performed privately. The existing Main Drain (Open) did not exceed its capacity during the large storm event. There are no costs associated with the filing of this report.

A notice of filing of this report and a copy of the report should be forwarded to Michelle Kennedy of Rintoul's Pools and Spa Ltd. at your earliest convenience.

If you have any questions, or if we can be of any further assistance, please let us know.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

Chris J. Dietrich, P.Eng.

CJD:cjd



MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Sean Brophy, Treasurer
DATE: March 4, 2025
SUBJECT: 2024 Council & Board Appointees Remuneration

RECOMMENDATION

For Council's Information.

BACKGROUND

Section 284 (1) of the *Municipal Act* states...

"284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1)."

COMMENTS

Please find attached for Council's information all remuneration and expenses paid to Council and to board appointees during the 2024 fiscal period.

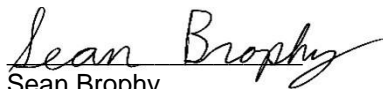
ATTACHMENTS

2024 Municipality of Morris-Turnberry Council Remuneration and Expenses

OTHERS CONSULTED

Kim Johnston, Deputy Clerk

Respectfully submitted,



Sean Brophy,
Treasurer

2024 Municipality of Morris-Turnberry Council Remuneration and Expenses

Council Member	Meetings Attended	Honourarium	Meeting Remuneration	Board Meetings	Conferences Attended	Conference Registrations	Conference Per Diem	Meal Allowance	Conference Expense	Laptops	Computer Expense	Mileage	Internet Expense	Municipal Share		Total
														CPP	EHT	
Jamie Heffer	46	10,104.36	4,879.24	-	1.00	711.79	-	-	532.86	-	-	187.60	368.28	683.27	292.19	17,759.59
Kevin Freiburger	40	6,362.04	4,345.06	-	1.00	880.22	866.08	447.80	1,096.98	-	-	565.60	368.28	480.36	225.68	15,638.10
Jamie McCallum	36	4,923.96	3,580.08	-	1.00	880.22	866.08	447.80	1,096.98	-	-	400.40	368.28	349.27	182.72	13,095.79
Jodi Snell	34	4,923.96	3,435.74	-	1.00	808.99	649.56	-	862.24	-	-	-	368.28	327.81	175.68	11,552.26
Sharen Zinn	33	4,923.96	3,551.10	667.96	2.00	1,213.15	1,515.64	210.75	1,156.33	-	-	316.40	368.28	425.94	207.84	14,557.35
Total	189	\$ 31,238.28	\$ 19,791.22	\$ 667.96	6.00	\$ 4,494.37	\$ 3,897.36	\$ 1,106.35	\$ 4,745.39	\$ -	\$ -	\$ 1,470.00	\$ 1,841.40	\$ 2,266.65	\$ 1,084.11	\$ 72,603.09

2024 Budget \$88,500.00
 Under Budget -\$15,896.91

2024 Municipality of Morris-Turnberry Board Appointees

Council Member	Meetings Attended	Honourarium	Meeting Remuneration	Board Meetings	Conferences Attended	Conference Registrations	Conference Per Diem	Meal Allowance	Conference Expense	Laptops	Computer Expense	Mileage	Internet Expense	Municipal Share		Total
														CPP	EHT	
None	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	0	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	\$ -

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: March 4, 2025
SUBJECT: Appointment By-Law Update

RECOMMENDATION

That staff be directed to return a by-law updating the Municipality's appointment by-law as recommended.

BACKGROUND

At the December 17, 2024 meeting, Councillor McCallum requested a staff report to inform a discussion regarding how members of Courts of Revision for municipal drains are selected. This report is to provide information regarding a more structured approach to appointing members of Courts of Revision, and if Council wishes to proceed, the appointment by-law can be updated to include this, and other updates as required. The Municipality's by-law to appoint officials, and members of committees and boards was last updated in December of 2023.

COMMENTS

The *Drainage Act* provides guidance on the make-up of Courts of Revision. A Court of Revision must consist of three or five members, and each member must be a person eligible to be an elected member of Council, or a member of Council. Where more than one Municipality is within the watershed for a drainage project, the Court must consist of two members from the Council of the initiating municipality, one of whom shall be chair, and one member appointed by the council of each neighbouring municipality.

Staff recommend including standing appointments to Courts of Revision in the appointment by-law to avoid having to appoint different members each time. It is recommended that for drainage projects within Morris-Turnberry only, all 5 members of Council sit as members of the Court, with the Mayor as the chair. For drainage projects that include other municipalities, it is recommended that the court consist of the Mayor as chair, the Deputy Mayor, and duly appointed representatives from neighbouring municipalities.

A draft appointment by-law is included for review. Changes made pursuant to this report are highlighted in yellow. Staff recommend that Council give direction to return the draft by-law to the next meeting of Council for consideration.

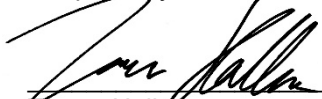
ATTACHMENTS

1. Draft Appointment By-Law.

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. __-2025

Being a by-law to appoint officials, members of committees and boards, and other such persons as are required.

WHEREAS Section 8 of the *Municipal Act*, S.O. 2001, c. M. 25, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001*, requires that all municipal powers, including natural person powers, are exercised by by-law;

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it advisable to make appointments to Advisory Committees, Local Boards and External Boards and Committees;

AND WHEREAS making appointments to Committees and Local Boards is deemed to be a natural person power;

NOW THEREFORE the Council of The Corporation of The Municipality of Morris-Turnberry enacts as follows:

1. That appointments to Local Boards and Committees shall be confirmed as listed in Schedule "A" attached hereto forming part of this by-law.
2. That, from time to time, changes to Schedule "A" are necessary due to vacancies created for various reasons or newly created Committees or Boards, it shall be deemed acceptable for Council to do so by resolution.
3. That as Council's term ends on November 14th of a municipal election year, and notwithstanding the coinciding expiry date of appointments to various Boards and Committees, the said appointments shall remain in place until such time as the newly elected Council has determined the new and/or renewed appointments and at such time as the newly appointed committees and Boards have met at which time they shall be deemed to be organized for carrying out their mandate.
4. That By-law 53-2022 is hereby repealed.
5. That this By-Law shall take effect and come into force immediately upon its passing

Read a FIRST and SECOND time, March 18, 2025

Read a THIRD time and FINALLY PASSED, March 18, 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam

SCHEDULE "A"

1. HURON COUNTY COUNCIL:

Representative	Mayor Jamie Heffer
Alternate	Deputy Mayor Kevin Freiburger

2. COUNCIL COMMITTEES:

Committee of Adjustment (<i>Planning Act</i>)	All members of Council
Secretary, Committee of Adjustment	Clerk
Property Standards Committee	All members of Council
Human Resources Committee	Mayor Deputy Mayor
Secretary, Human Resources Committee	CAO

Court of Revision (<i>Drainage Act</i>)	
Municipal Drains in Morris-Turnberry only	All members of Council (Mayor as Chair)
Municipal Drains involving neighbouring Municipalities	Mayor (Chair) Deputy Mayor One member appointed by each neighbouring municipal Council.

3.

4. LOCAL BOARDS:

Ausable Bayfield Source Protection Committee	Paul Heffer
Belmore Arena Board	Jamie McCallum
Bluevale Community Committee	
Chairman	Randy Greenaway
Vice-Chairman	Jamie Caswell
Treasurer	Katie Clark
Secretary	Tyler Verbeek
Happy Card Players	John Mundle
Municipal Representative	Kevin Freiburger
Representatives at Large	Tyler Johnson Ryan Shaw Jason Breckenridge Mark Campbell Rob Warwick Keith Moffat
Volunteer	
Coalition for Huron Injury Prevention	Jodi Snell
Huron East Recreation Advisory Committee	Kevin Freiburger
Maitland Source Protection Authority Board	Sharen Zinn
Maitland Valley Conservation Authority	Sharen Zinn
North Perth - North Huron Family Health Team Board	Jodi Snell
Physician Recruitment Committee	Jodi Snell
Saugeen Valley Conservation Authority	Mike Niesen
Sustainable Huron Steering Committee	Jamie McCallum

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: March 4, 2025
SUBJECT: Datafix Agreement Amendment

RECOMMENDATION

That staff be directed to return a by-law amending the agreement with Datafix (Comprint Systems Incorporated) signed June 20th 2023.

BACKGROUND

In June of 2023 Council authorized the execution of an agreement with Comprint Systems Inc (operating as DataFix) for voter list management and access to an Election Management System (VoterView). The staff report that preceded that authorization is included with this report for information, as is the by-law and agreement.

On February 24, 2025, staff received an email requesting that the Municipality amend the agreement. The proposed amending agreement is also included with this report for information.

COMMENTS

The purpose and effect of the amending agreement is to limit the ability of the municipality to provide authorization to a competitor of Comprint Systems Inc to access the voter list data maintained by Comprint Systems Inc in between election periods for use in an Election Management System that is not their proprietary system, VoterView. The agreement also updates the business address of Comprint Systems Inc.

Staff have reviewed the amending agreement and have no concerns. It is recommended that direction be given to return a by-law to the next meeting of Council to authorize the execution of the amending agreement.

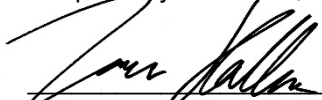
ATTACHMENTS

1. Report to Council – June 6, 2023 – Voter List Management Services Agreement
2. By-Law 34-2023 – Agreement
3. Proposed amending agreement

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kim Johnston, Deputy Clerk

DATE: June 6, 2023

SUBJECT: Voter List Management Services Agreement - Early Renewal

RECOMMENDATION

That Council direct staff to return with a by-law authorizing the Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and Comprint Systems Incorporated (doing business as "DataFix") for Voter list management services – Early Renewal.

BACKGROUND

Comprint Systems Incorporated (doing business as "DataFix") offers Voter list management for Municipal elections.

The Municipality of Morris-Turnberry has been using DataFix for the election management system since the 2006 election.

DataFix proprietary Election Management System (EMS) is an internet-based application with specific capabilities including but not limited to:

- (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voter's list and to access various voter counts needed for electoral planning, and
- (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event ("Voterview").

The term of the agreement will commence on the date the bylaw is passed and will come to an end on December 31, 2026. This term can be extended upon mutual agreement of both parties.

COMMENTS

Following each municipal election, there is an option for an early renewal with DataFix for the Voter View application. With the early renewal, fees can be amortized over a 4-year term. The total cost of the Elector List Management is \$5800.00

The contract price due and payable to DataFix in 4 payments over the 4 years of \$1450 per year.

When the early renewal option is not used, our VoterView information and access is permanently deleted. There is an activation fee of \$750.00 at the time of renewal.

Following review and discussion with other Huron County Municipal Clerk's, most are exercising the option for an early renewal because of the cost benefit and the continued access to the program through to the next election

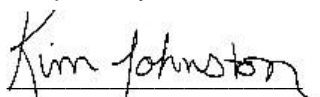
ATTACHMENTS

1. Voter List Management Services Agreement

OTHERS CONSULTED

Trevor Hallam, CAO/ Clerk
Huron County Municipal Clerks

Respectfully submitted,



Kim Johnston,
Deputy Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 34 -2023

Being a by-law to authorize the Mayor and Clerk to execute and Affix the Corporate Seal to an agreement for an Electronic Management System between the Municipality of Morris-Turnberry and Comprint Systems Incorporated for the 2026 Election.

WHEREAS Section 9 of the *Municipal Act 2001*, S.O. 2001, c. 25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that or any other Act;

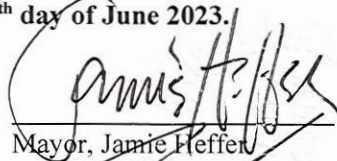
AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement between the Municipality of Morris-Turnberry and Comprint Systems Incorporated (doing business as "DataFix")

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the Corporation of the Municipality of Morris-Turnberry shall enter into an agreement with Comprint Systems Incorporated, attached hereto and forming part of this by-law; and
2. That the Clerk is authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation; and
3. That this by-law shall come into force immediately upon its passing.

Read a FIRST and SECOND time this 20th day of June, 2023.

Read a THIRD time and FINALLY PASSED this 20th day of June 2023.


Mayor, Jamie Heffer


Clerk, Trevor Hallam

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the (19th day of May 2023) (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, ON M5J 1T1

(hereinafter called “DataFix”)

AND:

MUNICIPALITY OF MORRIS-TURNBERRY
PO Box 310, 41342 Morris Road, BRUSSELS ON N0G 1H0

(hereinafter called “Client”)

RECITALS:

- A. The Client requires an Election Management System (“EMS”) to conduct its municipal election, and desires to engage DataFix to provide the EMS.
- B. DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“VoterView”).
- C. The System Requirements and Compatibility of VoterView are described below:
 - i. web-based;
 - ii. support the management of Data throughout the election cycle from receipt of Data to the end of the election;
 - iii. GUI;
 - iv. role-based for the purposes of user permission architecture;
 - v. user-friendly and intuitive;
 - vi. passwords are one-way encrypted;
 - vii. web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
 - viii. optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

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- D. This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule “C”.
- E. DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- a) **“2026 Event Year”** means the 2026 general elections of municipalities in the Province of Ontario;
- b) **“Additional Services”** means the Services not included in the contract price, and where additional fees are applicable;
- c) **“Application”** means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;
- d) **“Business Day”** means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;
- e) **“Change Order Request”** means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable;
- f) **“Client Users”** means designated persons within the Client’s organization who Client has authorized to use the Application;
- g) **“Confidential Information”** means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship, and shall include without limitation the following:
 - i) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;

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- ii) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
 - iii) Any information that would be included within the definition of personal information as set out in the FIPPA, or similar legislation; and
 - iv) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- v) information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- vi) information which was previously in DataFix's possession and did not originate from the Client;
- vii) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;
- h) **"Contract Price"** means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;
- i) **"Critical Election Period"** includes advance voting dates together with the Election Day;
- j) **"Customization"** means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;
- k) **"Data"** shall include all information in VoterView including but not limited to:
 - i) a list of names and addresses of eligible voters for an Election or By-Election and provided by the provincial authority to carry out a municipal election; and
 - ii) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward and polls information, and location;

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- l) **“Effective Date”** means the date written above;
 - m) **“Election Day”** means the corresponding day for elections for municipal government which are held every four years on the 4th Monday of October. For clarity, the next election is scheduled for 26/10/2026;
 - n) **“eVoting Third Party Integration Fee”** means any customized services required by the Client to support eVoting through an eVoting Service Provider;
 - o) **“Intellectual Property Rights”** means any and all proprietary rights provided under:
 - i) patent law;
 - ii) copyright law (including moral rights);
 - iii) trade-mark law;
 - iv) design patent or industrial design law;
 - v) semi-conductor chip or mask work or integrated circuit topography law; or
 - vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,
that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.
 - p) **“Parties”** means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;
 - q) **“Personal Information”** means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

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- r) **“Services”** means all the Services to be provided by DataFix to the Client under this Agreement and includes privacy and security requirements in relation to the provision of such services;
 - s) **“Term”** has the meaning ascribed under section 12.1;
 - t) **“Third Party Print File Preparation Fee”** means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;
 - u) **“Training”** means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;
 - v) **“Training – Customized and In Person”** means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;
 - w) **“Update”** means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;
 - x) **“VoterView”** has the meaning ascribed to it in Recital B on page 1 of this Agreement;
 - y) **“Voting Period”** means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Freedom of Information and Protection of Privacy Act (Ontario), and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.

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- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix's payments from Client being received in accordance with Section 14.0 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement) license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.
- 3.2 The Client's Administrator is fully responsible for:
- a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;
 - c) deleting users;
 - d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and
 - f) keeping all information in User Management current to ensure authorized Users receive email communication.
- 3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide the Client with notice thereof that is no less than the notice it provides thereof to its other customers.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.
- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.
- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information

(a “Security Incident”), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.

- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the “Disclosing Party”) to its affiliates, and to its and its affiliates’ directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, “Representatives”) as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.
- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable

efforts to obtain reliable assurance, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. The Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.
- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.

7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.

7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:

- a) single point of entry;
- b) main access monitored with additional access for emergency purposes only;
- c) access validation with identity check;
- d) access only to persons on DataFix approved access list;
- e) log-in validation;
- f) creation of accounts only as verified by DataFix;

-
- g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

8.0 WARRANTIES

8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
- b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
- c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
- d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.
- 9.2 *The Client Retains Control over the Data:* The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.
- 9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

- 10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities and the Online Training Platform;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed.

-
- 10.2 **Customized Onsite Training:** DataFix can provide customized on-site training at a rate of \$2,500 per day plus applicable taxes.
- 10.3 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
 - E-Mail link to DataFix support team at support@voterview.ca
 - b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (eastern time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.
 - e) DataFix will provide advice and support prior to the advance voting period, with a guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule A attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule B.
- 11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.
- 11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.
- 11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2026. The term of this agreement can be extended upon mutual agreement of both parties; for greater clarity, the Fees are always subject to price review/increase agreeable between DataFix and Client.
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2027, DataFix, will provide the Client with the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.
- 12.3 During the first quarter of 2027, the Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted. For clarity, the Client must respond to the early renewal offer by no later than the end of March. In the absence of a response, access to VoterView will be turned off and the data will be deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.
- 13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **CAD\$5,800**, plus applicable taxes (collectively, the "**Contract Price**"), such Contract Price to be subject to Inflation Adjustment as detailed in Section 14.6.

14.2 The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to Section 11.0.

14.3 The Contract Price includes the following:

(a) **General Election Fee** - The parties agree that the Contract Price for the General Election is the only payment required at this time. The Contract Price will include the following:

- Elector List Management **\$5,800**

(b) **By-Election Fee** Should the Client require a by-election; the Client will pay DataFix a By-Election Support fee, and applicable taxes. By-Election Support Fees (plus applicable taxes) are on a case-by-case basis, with a fee quotation provided at the time of the request for By-Election services.

(c) Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.4 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.

b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and **DataFix will send an invoice to the Client per the payment schedule below:**

- (i) Payment 1 – \$1,450 within 20 days of receipt of a signed Agreement
- (ii) Payment 2 – \$1,450 in January 2024
- (iii) Payment 3 – \$1,450 in January 2025
- (iv) Payment 4 – \$1,450 in January 2026

14.5 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

14.6 INFLATION ADJUSTMENT

To address the pressures of inflation that could arise leading up to the 2026 Event Year, the Parties acknowledge and agree to the application of a surcharge, plus applicable taxes, to each and every invoice for any events leading up to the 2026 Event Year which surcharge will be a percentage number that is based on the sum of the annual CPI percent increases (as published by Statistics Canada) over the years leading up to the 2026 Event Year to the date of the invoice in question.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.
- 15.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.
- 15.3 Except for any wilful misconduct or gross negligence by one Party, the other Party's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the Agreement.
- 15.4 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract,

negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

15.5 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

16.1 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

16.2 The Client may terminate this Agreement immediately if DataFix:

- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- b) makes or purports to make a general assignment for the benefit of creditors;
- c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

16.3 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 NOTICES

17.1 Any notice or other communication required or permitted to be given by any Party to any other Party shall be in writing and shall be delivered personally or by courier addressed to the Party to which it is to be given as follows:

a) if to the Client:

Attention: Trevor Hallam
Email: thallam@morristurnberry.ca

b) if to DataFix:

40 University Avenue, Suite 1010
Toronto ON M5J 1T1
Attention: Geoff Day
Email: gday@datafix.com
Copy: harvey@datafix.com

Every such communication personally delivered or couriered shall be deemed to have been given to and received by the addressee on the date of delivery or where such date is not a Business Day, on the next Business Day following the delivery. Every Party may change its filing or delivery address by giving to the other Parties written notice to that effect.

18.0 GENERAL

18.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

18.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.

18.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the

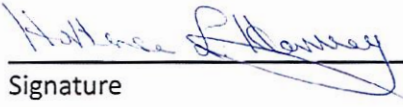
Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

- 18.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 18.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 18.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 18.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

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- 18.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 18.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.
- 18.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.
- 18.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[the remainder of this page left intentionally blank; the next page is the Signature Page.]

COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":

By: 
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

MUNICIPALITY OF MORRIS-TURNBERRY:

By: 
Signature

Trevor Hallam
Print Name

Clerk
Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
11. New or modified API calls (OVS)
12. Dashboard Simulations
13. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

CR Number: _____

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
- e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- f) During the Critical Election Period, DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm eastern time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Scheduled Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside Business Hours.

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2. Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.

AMENDMENT TO THE VOTER LIST MANAGEMENT SERVICES AGREEMENT

This amending agreement ("**First Amendment**") is effective as of January 30, 2025 ("**Effective Date**").

BETWEEN

MUNICIPALITY OF MORRIS-TURNBERRY, a municipality incorporated pursuant to the laws of the Province of Ontario ("**Client**")

- and -

COMPRINT SYSTEMS INCORPORATED, o/a "DataFix", a corporation incorporated pursuant to the laws of the Province of Ontario ("**DataFix**")

WHEREAS the Client and DataFix entered into the Voter List Management Services Agreement dated **19th day of May 2023** (the "Services Agreement");

AND WHEREAS the Client and DataFix desire to amend the Services Agreement to clarify the scope of the definition of "Client Users" such that DataFix's competitors and Online Voting Service Providers would be restricted from any use of the Application under the Services Agreement;

NOW THEREFORE in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Changed language in the Services Agreement:

(a) Paragraph 1.1(f) is deleted in its entirety and replaced with:

"1.1(f) "Client Users" means designated persons within the Client's organization who Client has authorized to use the Application and, for clarity, shall not include Online Voting Service Providers nor competitors of DataFix.

(b) The following sentence shall be added to the end of Paragraph 2.4:

"For clarity, competitors of DataFix and/or vendors supplying online voting services shall not be permitted Client Users under this Agreement and neither Client nor Client Users shall ever provide access to VoterView to these types of third parties.

2. Change of DataFix Address

DataFix has moved head offices in Toronto, Ontario and this is your notice that pursuant to Section 17.1, DataFix's address is:

1 Toronto St. Suite 214
Toronto, ON M5C 2V6
Attention: Geoff Day
Email: gday@datafix.com
Copy: hharvey@datafix.com

3. Definitions

All capitalized terms used in this First Amendment have the same meaning as in the Services Agreement, unless separately defined in this First Amendment.

4. Interpretation

The Client and DataFix agree that, except for those amendments described in this First Amendment, all terms and conditions contained in the Services Agreement will remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and any terms and conditions of the Services Agreement, this First Amendment will prevail with regard to the subject matter herein.

5. Governing Law

This First Amendment is governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada which may be applicable to a party in the Province of Ontario. Both parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

6. Counterparts and Electronic Signatures

The parties agree that this First Amendment may be executed in any number of counterparts, each of which counterpart will be deemed an original hereof, and all the counterparts taken together will constitute one enforceable binding instrument.

The parties further agree that this First Amendment, including any counterparts, may be executed and delivered by email, facsimile or other electronic means and that such electronic signature will have the same force and effect as the original handwritten signature and will be binding on the parties.

IN WITNESS WHEREOF the Client and DataFix have executed this First Amendment as at the date first written at the top of page 1.

COMPRINT SYSTEMS INCORPORATED, operating as “DataFix”:

By: _____
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

MUNICIPALITY OF MORRIS-TURNBERRY:

By: _____
Signature

Trevor Hallam
Print Name

Clerk
Print Title



Saugeen Valley Conservation Authority

Minutes – Board of Directors Meeting

- Date: Friday January 17, 2025, 1:00 PM
- Location: 1078 Bruce Rd 12, Formosa, ON
- Chair: Tom Hutchinson
- Members present: Paul Allen, Larry Allison, Barbara Dobreen, Kevin Eccles, Bud Halpin (virtual), Greg McLean, Mike Niesen, Sue Paterson, Moiken Penner, Jennifer Prenger, Peter Whitten
- Members absent: Steve McCabe, Dave Myette, Bill Stewart
- Staff present: Matt Armstrong, Adam Chalmers, Erik Downing, Janice Hagan, Darren Kenny, Donna Lacey, Mike Oberle, Katie Thomas, Brandi Walter
- Others present: Special guests and members of the public.

Due to technical difficulties, the meeting was called to order at 1:15 PM

1. Land Acknowledgement – read by Chair Barbara Dobreen

We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudenosaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nations, Métis, and Inuit peoples.

2. Adoption of Agenda

The agenda was amended to include presentation Flood Response update and debrief (Item 9.2).

Motion #G25-01

Moved by Paul Allen

Seconded by Sue Paterson

THAT the agenda for the Saugeen Valley Conservation Authority meeting, January 17, 2025, be adopted as amended.

Carried

3. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest relative to any item on the agenda.

4. Adoption of Minutes

4.1 Authority meeting – November 30, 2024

Motion #G25-02

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the minutes of the Saugeen Valley Conservation Authority meeting, November 21, 2024, be adopted as circulated.

Carried

5. Introduction of guests

Greetings were brought to SVCA from the following dignitaries and special guests:

Ben Lobb, M.P Huron-Bruce Riding

Lisa M. Thompson, M.P.P, Huron/Bruce Riding (in absentia, via correspondence)

Kim Wingrove, CAO, Grey County

Kenneth Craig, Mayor, Municipality of Kincardine

Dave Turton, Mayor, Township of Minto

Luke Charbonneau, Mayor, Township of Saugeen Shores

Mark Goetz, Mayor, Municipality of South Bruce

Angela Coleman, General Manager, Conservation Ontario

Robert Uhrig, Chair, Grey Sauble Conservation Authority

Ed McGugan, Chair, Maitland Valley Conservation Authority, Municipality of Huron-Kinloss

Tim Lanthier, CAO, Grey Sauble Conservation Authority

Phil Beard, General Manager, Maitland Valley Conservation Authority

Chris Cosset, President, Bruce County Federation of Agriculture

Monica Morrison, Bruce County Planning

Chad Richards Nuclear Innovation Institute

Carl Seider, Lead, Drinking Water Source Protection

5.1 Presentation: Director and Staff Recognition

The following Staff were presented service awards:

- 15-Year Service Award: Rene Kleinecke, GIS Coordinator
- 10-Year Service Award: Janice Hagan, Legislative Services Coordinator, Mike Oberle, Environmental Planning Technician
- 5-Year Service Award: Jim Leask, Park Superintendent, Bluffs Campground, Brandi Walter, Environmental Planning Coordinator, Lee Watson, Park Superintendent, Durham Campground

The following Authority Members were presented service awards:

- 10-Year Service Award: Barbara Dobreen, Steve McCabe, Sue Paterson

6. Chair's Address

The following address was given by Chair Dobreen:

As we gather today for Saugeen Conservation's Annual General Meeting, I can't help but reflect on a year defined by perseverance, progress, and adaptation. Despite significant transitions across our organization, Saugeen Conservation has continued to deliver important programs and services to our communities.

Our Environmental Planning and Regulations Department has demonstrated outstanding resilience this year. Permits and planning comments were processed in a timely fashion despite personnel changes. In partnership with municipalities, we completed new floodplain mapping for Saugeen Shores, West Grey, and Huron-Kinloss, laying the groundwork for improved community planning and safety. The department navigated major changes to provincial legislation, including the Conservation Authorities Act, Regulation 41/24, and the Provincial Planning Statement. Draft revisions to the Environmental Planning and Regulations Policies Manual were completed, with public consultation ensuring our processes remain transparent and accountable.

Innovation was a hallmark of this department, with CA Core—a new content management system—developed to efficiently manage digital Planning and Regulation files, ready for implementation in early this year. Accessibility improvements continued, including the development of clearer, AODA-compliant communications. The 293 permits and 367 Planning Act comments reflect the department’s ability to thrive through change.

The Forestry and Lands Department has had a remarkable year, planting over 40,000 trees and selling an additional 22,000, reinforcing our commitment to local environmental improvement and sustainability. Four staff achieved chainsaw certification, which enhances safety and expertise in forest management.

This year also saw the successful opening of exciting new recreational opportunities. Durham Conservation Area hosted a grand opening for its disc golf course and welcomed visitors to winter camping. Saugeen Bluffs held its first annual River Run Canoe and Kayak Races, receiving glowing feedback from participants, while a new orienteering course has been established, adding to its offerings. Additionally, Stoney Island ash tree removal was completed, and Mildmay Carrick and Allan Park reopened, welcoming residents and visitors back to cherished green spaces.

Despite challenges, all campgrounds enjoyed successful seasons, supported by a highly dedicated team. Staff worked tirelessly, particularly in response to a lightning strike at the office, where they rallied to assess and secure the building, and shared the required round-the-clock shifts to maintain operations. We are thrilled to be meeting here at Formosa today with the office fully opened for operations.

The department’s hard work and tenacity were further recognized through successful grant applications that will enable continued enhancements to our lands and services.

The Water Resources Department. Before I speak to the 2024 accomplishments, I would be remiss not to thank Jody Duncan and the Water Resources Team for tirelessly working through the ongoing frazil ice situation in West Grey. It has required countless hours and a coordinated effort with the West Grey staff and contractors to manage this challenge. A Flood Outlook is still in place for West Grey as these cold temperatures continue. We appreciate your continuous effort in mitigating impacts to public safety and keeping information flowing.

Now back to our annual review. The Water Resources team were successful in securing funding through the Water and Erosion Control Infrastructure (WECI) Program for critical projects in 2024, including Paisley Dyke Improvements, tree remediation at the Hanover Dam and Walkerton Flood Control Works, and public safety signage across key sites. Maintenance activities, such as vegetation removal, safety signage installations, and minor repairs, continued to safeguard infrastructure.

The department played an essential role in flood forecasting and monitoring, issuing timely flood messages, performing stream gauge maintenance, and calibrating precipitation gauges.

Notable accomplishments included defining flood damage centres to improve forecasting and updating stream gauge rating curves. Significant investments were made in replacing equipment at the Chesley, Aberdeen, and Ripley stream gauge stations, while the inoperational Greenock station was decommissioned. Saugeen Conservation also released a comprehensive Water Quality Report analyzing data from 2002-2023.

In Corporate Services, we prioritized growth and strategy. Staff pursued professional development in public sector leadership, payroll processing, and accessibility. GIS and IT played a crucial role in supporting the CA Core system's development. Our commitment to improving organizational culture led to a Workplace Culture Review, and a new Pay Policy was implemented, ensuring fairness and alignment with our organizational goals.

A new property guide for the Authority was published, while a document retention strategy was finalized to modernize our operations. Significant GIS updates to our mapping have improved accuracy and accessibility, strengthening our internal systems.

Finally, we welcomed a new General Manager as well as departmental managers for Water Resources, Environmental Planning and Regulations, and Corporate Services, positioning us for strong leadership in the years ahead.

Through every challenge and adjustment, SVCA's staff has remained steadfast in their commitment to their work. Significant changes in personnel and external circumstances could have undermined our efforts, but instead, they highlighted the strength of this organization.

As we look back on this year of transitions, we also look forward with optimism. SVCA has proven its resilience, creativity, and ability to deliver critical programs and services for the communities we serve.

Thank you to our dedicated staff, our Board, and all those in our communities who are committed to ensuring the sustainability of our watershed well into the future.

It has been an honor to serve as Saugeen Conservation's Chair these past two years. I am proud of the progress we have made together and the groundwork we have laid for 2025 and beyond.

We are stronger together; and together we will continue to manage our natural resources to ensure resilient communities in the face of environmental change.

7. General Manager/Secretary Treasurer Address

The following address was given by GM/S-T Erik Downing:

Good afternoon MPs, MPPs, Mayors, Councillors, representatives of many partners and organizations, staff, press, and public attendees,

First off, thank you for being here today. As we look back on the past year, I'd like to start by saying how proud I am to be part of Saugeen Conservation. In 2024 I started as General Manager/Secretary-Treasurer at the SVCA after many years in Environmental Planning and Regulations at the SVCA, and it's been both a challenge and a privilege to work with such a resilient and dedicated team. I can't overstate how much has been accomplished under some pretty unusual circumstances.

The watershed doesn't take a day off, and neither did our staff. We faced record turnover across almost every department this year, with changes at all levels, including new managers and frontline team members. Despite this, the work didn't just get done—it got done well. Permits were issued, trees were planted, flood messages went out on time, and visitors continued to enjoy our conservation areas. Above and beyond a typical year as well the completion of the NWMO Environmental Baseline Monitoring Program at the SVCA brought the SVCA exceptional resources, knowledge, and Data that will assist the work of the SVCA in the for a long time. Conservation Authorities Act 2024 deliverables were also all completed on time. None of that happens without a team that digs in and gets the job done, no matter what challenges come their way.

The lightning strike at our office could have thrown us completely off course, but it didn't. Staff pivoted to working remotely, which isn't always easy or ideal, but the public wouldn't have known the difference. Services continued, deadlines were met, and quality never slipped. That's a testament to the professionalism and dedication of everyone here.

We all know it's been a year of change—new faces, new systems, new challenges—but the core of what we do hasn't changed. Our mission remains to protect and enhance the watershed, and this team has proven they can do that under just about any conditions. I think that says a lot about the people working here and the culture of this organization.

Looking ahead, 2025 marks an extraordinary milestone for Saugeen Conservation: our 75th Anniversary. This July, we will celebrate 75 years of dedication to conservation in the Saugeen Valley watershed. As part of this celebration, we are excited to launch the "Explore SVCA Program," designed to engage our community and raise awareness about the vital conservation efforts happening across the watershed. This program aims to encourage even greater participation and visitation to our conservation areas, highlighting the natural beauty and significance of these lands.

The 75th Anniversary event which will occur in July, will not only honor our history but also spotlight our ongoing projects and future endeavors in water management, land conservation, and environmental planning. It will be a chance for all of us to come together, connect with key stakeholders, and showcase the exceptional work SVCA continues to deliver. I warmly encourage all of you to attend and celebrate this momentous occasion with us.

As I look to the year ahead, I'm excited for what's coming. We've got strong leadership in place across departments, and I have no doubt we'll keep finding ways to improve, innovate, and deliver for the watershed and the people who depend on it.

It's an honor to be part of this team, and I'm looking forward to what we'll achieve together in 2025. Thank you, and let's keep at it.

8. Election of Officers

8.1 Appointment of Chair Pro Tem

Motion #G25-03

Moved by Kevin Eccles

Seconded by Jennifer Prenger

THAT Ed McGugan be appointed as Chair Pro Tem for the purposes of conducting the election of officers for 2025.

Carried

Chair Pro Tem McGugan declared all offices vacant and called for a motion to appoint two scrutineers, in the event of an election count.

8.2 Appointment of Scrutineers

Motion #G25-04

Moved by Paul Allen

Seconded by Barbara Dobreen

THAT Phil Beard and Carl Seider be appointed as scrutineers for the purposes of conducting the election of officers for 2025.

Carried

8.3 Election of Chair

Chair Pro tem McGugan called for nominations for the position of Chair for 2025. Paul Allen nominated Tom Hutchinson. No further nominations were received.

Motion #G25-05

Moved by Barbara Dobreen

Seconded by Greg McLean

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2025 be closed.

Carried

Tom Hutchinson accepted his nomination and was acclaimed Chair for 2025.

8.4 Election of Vice Chair

Chair McGugan called for nominations for the position of Vice Chair for 2025. Tom Hutchinson nominated Paul Allen. No further nominations were received.

Motion #G25-06

Moved by Sue Paterson

Seconded by Moiken Penner

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2025 be closed.

Carried

Paul Allen accepted his nomination and was acclaimed as Vice Chair for 2025.

8.5 Election of 2nd Vice Chair

Chair McGugan called for nominations for the position of 2nd Vice Chair for 2025. Jennifer Prenger nominated Greg McLean. There were no further nominations.

Motion #G25-07

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the nominations for the position of 2nd Vice Chair of the Saugeen Valley Conservation Authority for 2025 be closed.

Carried

Greg McLean accepted his nomination and was acclaimed as 2nd Vice Chair for 2025.

8.6 Election of Member-at-Large

As Chair Barbara Dobreen will continue as an accredited Member of the Authority, she will assume the role of Past Chair, eliminating the requirement for an election for the Member-at-large position.

9. New Business

9.1 Formosa Administration Office (verbal report)

Erik Downing, GM/S-T, provided an update to the Board regarding the status of the SVCA administration building following the lightning strike on October 7, 2024. The shattered windows and front door have been replaced, and the panel and internal lighting have been repaired. Inspections, including structural and environmental assessments, have been completed, confirming no evidence of asbestos. Soffit repairs are ongoing. Staff have returned to working in the office.

9.2 Presentation: January 6 – 17 Flood Response update and debrief

Katie Thomas, Manager of Water Resources, delivered a presentation on the flooding event in Durham, Ontario, from January 5 to 11, 2025. The event led to significant frazil ice accumulation, necessitating continuous monitoring at various sites. Katie informed the Board that the SVCA Flood Event Operation Centre effectively managed the emergency flooding situation and noted the success of the close working relationship with municipal staff for an efficient response. Member Eccles proposed an advocacy partnership between SVCA and the Municipality of West Grey to secure provincial funding for dam repairs, aiming to prevent future emergency events.

9.3 GM-2025-01: SVCA Workplan

The GM/S-T presented the SVCA Workplan for 2025 and highlighted that some of the items that have been completed. There was no discussion.

9.4 GM-2025-02 Programs report

There was no discussion on the Programs report.

9.5 Correspondence

- Correspondence from the Municipality of West Grey regarding the decision to discontinue winter operations at the Durham upper dam was noted. The Members discussed collaborating with West Grey staff on provincial negotiations and on drafting a joint letter to the Minister to elevate the concerns with Emergency Measures Ontario.

Motion #G25-08

Moved by Barbara Dobreen

Seconded by Greg McLean

THAT a letter be sent, in collaboration with the Municipality of West Grey, to the Minister of

Environment, Conservation, and Parks, and the Minister of Natural Resources, requesting an urgent meeting, as well as the allocation of necessary provincial resources, to address the frazil ice emergency in Durham.

Carried

- Correspondence from the Ministry of Natural Resources regarding the extension of an EPR fee freeze from January 1, 2025, to December 31, 2025, was noted and filed.
- Correspondence from the Municipality of South Bruce indicating that appointed municipal representative has been directed to vote against the SVCA budget was noted and filed.

9.6 COR-2025-01: 2025 Budget update

Motion #G25-09

Moved by Paul Allen

Seconded by Barbara Dobreen

THAT the apportionment amount of \$2,785,664 for Category 1 operating expenses and capital costs be approved in accordance with Ontario Regulation 401/22, Section 27(4) of the Conservation Authorities Act.

THAT the Saugeen Valley Conservation Authority adopt the 2025 Budget in the amount of \$6,592,410 as approved in principle, November 21, 2024; and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further

THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2025, and that late payments shall be subject to the Authority’s standard late payment charge of 1.50% per month thereafter.

A recorded, weighted vote was taken for the 2025 budget with the following results:

Municipality	Director	Vote
Arran-Elderslie	Moiken Penner	In favour
Brockton	Greg McLean	In favour
Chatsworth	Peter Whitten	In favour
Grey-Highlands	Paul Allen	In favour
Hanover	Sue Paterson	In favour
Howick	Mike Niesen	Not In favour
Huron-Kinloss	Larry Allison	Not In favour
Kincardine	Jennifer Prenger	In favour
Kincardine	Bill Stewart	Absent
Minto	Steve McCabe	Absent
Morris-Turnberry	Mike Niesen	Not In favour
Saugeen Shores	Bud Halpin	In favour
Saugeen Shores	Dave Myette	Absent
South Bruce	Mike Niesen	Not In favour
Southgate	Barbara Dobreen	In favour
Wellington North	Steve McCabe	Absent
West Grey	Kevin Eccles	Not In favour
West Grey	Tom Hutchinson	Not In favour

The result of the vote was 69.4% of the weighted average of those present in favour. Therefore, **Motion #G25-09 was carried.**

Carried

9.7 COR-2025-02 -Bylaw Amendments

Amendments to the SVCA Bylaw incorporate updated terminology from Ontario Regulation 402/22 of the *Conservation Authorities Act*. These changes are crucial for aligning the bylaws with the revised legislative framework and ensuring compliance with the new regulatory requirements. (Changes to the Bylaws require a 2/3 majority vote.)

Motion #G25-10

Moved by Mike Niesen

Seconded by Barbara Dobreen

THAT the Board of Directors of the Saugeen Valley Conservation Authority approve the recommended Administrative Bylaw amendments as presented in the report on January 17, 2025.

Carried

9.8 COR-2025-03: SVCA Committee Appointments

Motion #G25-11

Moved by Barbara Dobreen

Seconded by Jennifer Prenger

THAT Report #COR-2025-03 - SVCA Committee Appointments be deferred to the next scheduled Authority meeting.

Carried

9.9 COR-2025-04: Statutory Administrative Approvals

Motion #G25-12

Moved by Barbara Dobreen

Seconded by Larry Allison

THAT the Saugeen Valley Conservation Authority Board of Directors re-affirm for 2025 the Health and Safety Policy; and further,

THAT the Saugeen Valley Conservation Authority Board of Directors Re-Affirm for 2025 the Workplace Violence, Harassment, and Sexual Harassment Policy.

Carried

9.10 Appointment of Auditor

Motion #G25-13

Moved by Sue Paterson

Seconded by Greg McLean

THAT Baker Tilly SGB LLP be confirmed as the auditor to the Authority for the year 2025.

Carried

9.11 Appointment of Solicitor

Motion #G25-14

Moved by Kevin Eccles

Seconded by Mike Niesen

THAT Beard Winter LLP, Loucks and Loucks LLP, and Mathews, Dinsdale & Clark LLP be appointed solicitors to the Authority for the year 2025 for general operations, with the option to engage the services of other local solicitors, as necessary.

9.12 EPR-2024-24: Request for endorsement: Permits issued – Matt Armstrong

(Deferred from Authority meeting, November 21, 2024)

Motion #G25-15

Moved by Bud Halpin

Seconded by Barbara Dobreen

THAT SVCA permit applications 24-010, 24-075, 24-237 to 24-255, and 24-257 to 24-262 as approved by staff, be endorsed.

Carried

9.13 EPR-2024-23: Violation Strategy Update

(Deferred from Authority meeting, November 21, 2024)

There was no discussion.

11. Closed Session – to discuss a litigation matter and personal matters about identifiable individuals (Deferred from Authority meeting, November 21, 2024), and to discuss information explicitly supplied in confidence to the Authority by Canada (Federal Government).

Motion #G25-16

Moved by Paul Allen

Seconded by Larry Allison

THAT the Authority move to Closed Session, In Camera to discuss a litigation matter, and information supplied in confidence by the Canadian Federal Government; and further

THAT Erik Downing, Matt Armstrong, Donna Lacey, and Janice Hagan remain in the meeting as required.

Carried

Motion #G25-21

Moved by Barbara Dobreen

Seconded by Moiken Penner

THAT Staff proceed as directed in the Closed Session.

Carried

10. Adjournment

With no further business to discuss, the meeting was adjourned at 4:50 PM, following a motion by Peter Whitten and Mike Niesen.

Tom Hutchinson
Chair

Janice Hagan
Recording Secretary

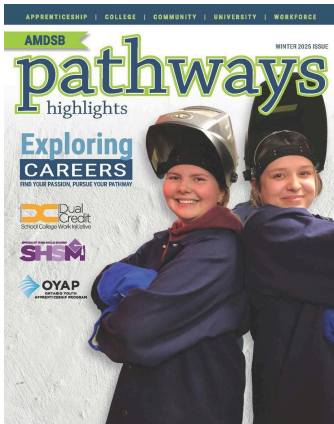


Land Acknowledgement

School Council Chair Sheri DiGiovanni from Maitland River Elementary School (MRES) presented their group's land acknowledgment. She explained that they wrote their personalized acknowledgment after a guest speaker taught them about why they are important and what components should be included. She expressed appreciation for the land and water and outlined the commitments of the MRES parents.

Good News

New Pathways Highlights E-Magazine



Communications Manager Chera Longston was pleased to share the Winter 2025 edition of the Pathways Highlights. This e-magazine showcases a number of Pathways programs including the Ontario Youth Apprenticeship Program, Dual Credit and cooperative education. Students from Grades 6 to 12 are featured in this photo-rich resource. Another issue is planned for late Spring and the current issue can be found on the board website: [Pathways Highlights](#).

Days of Significance Around the District (February Edition)

Communications Manager Chera Longston presented the February edition of the Days of Significance wrap-up. This month features Black History Month, Valentine's Day, Family Day, Winter Walk Day, School Crossing Guard Appreciation and Pink Shirt Day!

[DOS - Feb 2025 Wrap-Up](#) by AMDSB Communications

Mornington Central PS Receives Gold in "Let's Talk Careers" Competition

Trustee Julie Moore was proud to share that Mornington Central PS secured 1st place on the A leaderboard for the Let's Talk Careers: Canada's Most Informed School Competition! She extended her



congratulations to the entire school, with special recognition to Brett McGuinness and Deb Jagger for their exceptional efforts. As a result, the school has earned \$400 and will also be receiving a division Championship banner. Additionally, six students earned \$100 bursaries for their outstanding efforts in the competition: Abe G, Emily B, Susie G, Louis B, David B, and John B. Congratulations!

Family Literacy Day

Trustee Sheila Armstrong-Marshall was pleased to highlight the Family Literacy Day celebrations at Little Falls Public School (PS) and South Perth Centennial PS. Little Falls PS had students visiting classrooms to enjoy a book, activity, craft and theme - including costumes! South Perth Centennial PS also took part by having a book character dress-up day and hosting literacy activities in all classrooms. Full details can be found in a recent [St Marys Independent article](#).

Student Trustee Update

Student Trustee Sophia Buckman shared that Heather Hirdes (AMDSB Mental Health Lead) will be joining their meeting to discuss their mental health initiatives including a video for Pink Shirt Day. Student Trustee Alexandra Haviaras shared that the Senate is working with the Listowel District SS Equity Group to release a survey for students and staff about ensuring that student fees are consistent among secondary schools.

Senior Staff Updates

School Year Calendar for 2025/2026 Approved

The trustees approved the proposed School Year Calendar for the 2025/2026 school year. Full details are posted on the [School Year Calendar page](#).

Long-term Enrolment Projections

Superintendent Cheri Carter shared the updated Long-Term Student Enrolment projections for the board, which were prepared by Watson & Associates Economists Ltd ("Watson"). Watson Partner Jack Ammendolia recorded a video, which was shared with trustees in the agenda package, along with the accompanying information report.

All information can be found on the Board website on the [Pupil Accommodation & Enrolment Projections page](#). The AMDSB Data Dashboards are also available on that page and provide information about student enrolment projections and school locations, structures and sizes, as well as AMDSB community demographic information. A full instruction manual can also be found for how to navigate and understand this information.

North Perth Boundary Review

Superintendent Cheri Carter shared that two North Perth Boundary Review Committee online meetings have been hosted and that the participants are very engaged. The videos from those meetings are posted on the [North Perth Boundary Review page](#). The feedback from the committee will be taken by Watson & Associates Economists Ltd. who will prepare a public report. The report, along with a survey to collect feedback from the broader community, will be released early March. In addition, an open house will be hosted on March 6 (6-8pm) at Listowel District SS. The event will have large posters to show the possible boundary review changes, allow attendees to ask questions and provide paper copies of the survey. Translation services will also be provided.

Future Board Meetings

Regular Board Meetings are held in person unless otherwise noted. Links to join the meetings online will be posted on the [Board Meeting page](#) the day before the meeting. The public portion begins at 4:45 p.m.

- Tuesday, March 25, 2025 at 4:45 p.m.: Regular Session, followed by Committee of the Whole, Closed Session
- Tuesday, April 8, 2025 at 4:45 p.m. Committee of the Whole, Open Session
- Tuesday, April 22, 2025 at 4:45 p.m. Regular Session, followed by Committee of the Whole, Closed Session

Future Meetings/Events with Trustee Representation

- Supervised Alternative Learning (SAL) – Monday, February 24, 2025 at 8:30 a.m.
- Ad Hoc Policy Committee – Wednesday, February 26, 2025 at 11:00 a.m. (Microsoft Teams)
- Special Education Advisory Committee (SEAC) – Wednesday, March 5, 2025 at 4:00 p.m. (Microsoft Teams)
- North Perth Boundary Review Open House – March 6, 2025 at 6:00 p.m. (Listowel District SS cafeteria)
- North Perth Boundary Review Committee – April 3, 2025 at 6:00 p.m. (Microsoft Teams)
- Audit Committee – April 9, 2025 at 5:00 p.m. (in person and Microsoft Teams)
- Accessibility for Ontarians with Disabilities Act (AODA) – April 25, 2025 at 2:00 p.m. (in person at Stratford Intermediate and Microsoft Teams)



FRONTENAC

County of Frontenac

2069 Battersea Rd.
Glenburnie, ON K0H 1S0

T: 613.548.9400

F: 613.548.8460

Sent Via Email

15 January 2025

Hon. Rob Flack, Minister of Agriculture, Food and Rural Affairs (OMAFRA)
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipalities of Ontario (ROMA)
All Ontario Municipalities

Re: Frontenac County Council Meeting – January 15, 2025 – Motion to support increasing the maximum annual Tile Drain Loan Limit to a minimum of \$250,000

Please be advised that the Council of the County of Frontenac, at its regular meeting held January 15, 2025, passed the following resolution, being Motions, Notice of Which has Been Given, clause a):

Motions, Notice of Which has Been Given

a) Motion to support increasing the maximum annual Tile Drain Loan Limit to a minimum of \$250,000

Motion #: 47-25

Moved By:

Councillor Greenwood-Speers

Seconded By:

Councillor Gowdy

Be It Resolved That the Council of the County of Frontenac hereby support the motion from the Township of Adelaide Metcalfe requesting that the Province, through the Ministry of Agriculture, Food and Rural Affairs, consider increasing the maximum annual Tile Drain Loan Limit to a minimum of \$250,000; and,

And Further That Council a copy of this motion be forwarded to the Honourable Rob Flack, Minister of Agriculture, Food and Rural Affairs (OMAFRA), the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), and all Ontario municipalities.

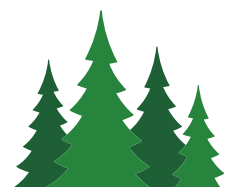
Carried

Should you have any questions or concerns, please do not hesitate to contact me at 613-548-9400, ext. 302 or via email at jamini@frontenacounty.ca.

Yours Truly,

Jannette Amini, Dipl.M.M., M.A. CMO
Manager of Legislative Services/Clerk

Copy: File





The Corporation of the

Township of Uxbridge

In The Regional Municipality of Durham

Town Hall
51 Toronto Street South
P.O. Box 190
Uxbridge, ON L9P 1T1
Telephone (905) 852-9181
Facsimile (905) 852-9674
Web www.uxbridge.ca

SENT VIA E-MAIL

February 14, 2025

Premier Doug Ford
Legislative Building, Queen's Park
Toronto, Ontario, M7A 1A1
premier@ontario.ca

**RE: IMPLEMENTATION OF "BUY CANADIAN" POLICY
TOWNSHIP FILE: A-00 G**

Please be advised that during the regular meeting of the General Purpose and Administration Committee of February 3, 2025, the following motion was carried:

THAT the Administration and Special Projects Committee receive Report CAO-04/25 regarding the implementation of "Buy Canadian" Policy;

AND THAT the Policy remain in place until such time as there is clear indication from the Provincial and Federal Governments that trade relations have been normalized;

AND THAT the Policy be forwarded to all municipalities in Ontario requesting they implement similar policies;

AND THAT the Policy be forwarded to AMO and ROMA;

AND THAT the Policy be forwarded to the Premier of Ontario, MP O'Connell, all Durham MPP's and appropriate Provincial Ministers;

AND THAT the Policy be forwarded to all Township Committee Chairs for information;

AND THAT Committee support this Policy in principle;

AND THAT the final document be run through the CAO's office for final approval.

I trust you will find the above to be satisfactory.

Yours truly,


Emily Elliott
Deputy Clerk
/ljr

cc: Honourable Jennifer O'Connell, MP
Honourable Peter Bethlenfalvy, MPP (peter.bethlenfalvy@pc.ola.org)
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All Ontario Municipalities

Outstanding Action Items
Open Session

March 4

Meeting Date	Action Item	Action By	Current Status	Next Step
December 17, 2024	Discussion re appointments to Courts of Revision	CAO	Report presented to Council March 4	Pending Council direction
January 28, 2025	Details re Belgrave Playground Committee fundraising efforts	CAO	Pending staff report	Present to Council with next draft of budget.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 13-2025

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on March 4, 2025.

WHEREAS Section 9 of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 5 (3) of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the March 4, 2025, meeting be confirmed and adopted by By-law;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held on March 4, 2025, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time, March 4, 2025

Read a THIRD time and FINALLY PASSED, March 4, 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam