



**MUNICIPALITY OF MORRIS-TURNBERRY**

**COUNCIL AGENDA**

**Tuesday, May 21<sup>st</sup>, 2024, 7:30 pm**

The Council of the Municipality of Morris-Turnberry will meet electronically in regular session on the 21<sup>st</sup> day of May 2024, 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 May 21<sup>st</sup>, 2024, 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 May 7<sup>th</sup>, 2024, Council Meeting Minutes as written.*

~

**5.0 ACCOUNTS**

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the May 21<sup>st</sup> accounts in the amount of \$ 333,703.57*

~

**6.0 PUBLIC MEETINGS AND DEPUTATIONS**

None.

**7.0 STAFF REPORTS**

**7.1 BY- LAW ENFORCEMENT**

**7.1.1 By-Law Enforcement Activities – March and April 2024**

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding by-law enforcement activities for March and April.

## 7.2 BUILDING

### 7.2.1 Building Department Activities – March and April 2024

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding building department activities for March and April.

### 7.2.2 Ontario Building Code Update

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston in this regard for the information of Council.

## 7.3 DRAINAGE

### 7.3.1 Appointment to Drainage Superintendents Association of Ontario Board of Directors

A report has been prepared by Drainage Superintendent Kirk Livingston in this regard for the information of Council.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris Turnberry hereby supports the participation of the Drainage Superintendent on the Board of Directors of the Superintendents Association of Ontario Board.*

~

## 8.0 **BUSINESS**

None.

## 9.0 **COUNCIL REPORTS**

Kevin Freiburger

Ontario Good Roads Conference Report

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

## 10.0 **CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION**

10.1 Newsletter – Ausable Bayfield Maitland Valley Source Protection Region – May 2024

10.2 Notice of Public Meeting – Zoning By-Law Amendment – North Huron

10.3 Notice of Public Meeting - Zoning By-Law Amendment - Howick

10.4 Invitation – Town Hall Meeting – Challenges to the Hauled Sewage Industry – Ontario Association of Sewage Industry Services

10.5 Annual Report – Huron County Library 2023

10.6 ERO Posting - Proposed Planning Act and Municipal Act Changes, bill 185 – Western Ontario Warden's Caucus

10.7 ERO Posting - Proposed Changes to the Development Charges Act – Western Ontario Warden's Caucus

10.8 ERO Posting - Proposed Provincial Planning Statement – Western Ontario Warden's Caucus

10.9 Monthly Report – Belgrave Water April 2024

10.10 Fundraising Appeal – G2G Rail Trail Inc.

10.11 Outstanding Action Items

## 11.0 **NEW BUSINESS**

None.

## 12.0 **BY-LAWS AND AGREEMENTS**

### 12.1 DOCUMENT COMMISSIONING POLICY

At the May 7<sup>th</sup> meeting of Council, staff were directed to return a by-law to adopt a document commissioning policy. By-law 25-2024 is presented here for consideration.

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 25-2024, being a by-law to adopt Document Commissioning Policy for the Corporation of the Municipality of Morris-Turnberry and that it now be read severally a first, second, and third time, and finally passed this 21<sup>st</sup> day of May 2024*

~

## 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 Deputy Clerk 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 affecting the municipality.*
- 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.

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 26-2024, being a by-law to authorize the execution of an agreement between Veolia Water Canada Inc and the Corporation of the Municipality of Morris-Turnberry for services as Operating Authority and Overall Responsible Operator for the Belgrave Water System, and that it now be read severally a first, second, and third time, and finally passed this 21<sup>st</sup> day of May 2024*

~

## 14.0 **CONFIRMING BY-LAW**

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 27-2024, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on May 21<sup>st</sup>, 2024, and that it now be read severally a first, second, and third time, and finally passed this 21<sup>st</sup> day of May 2024.*

~

**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, June 4<sup>th</sup>, 2024, 7:30 pm  
Regular Meeting of Council – Tuesday, June 18<sup>th</sup>, 2024, 7:30 pm



## MUNICIPALITY OF MORRIS-TURNBERRY

### COUNCIL MINUTES

Tuesday, May 7<sup>th</sup>, 2024, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 7<sup>th</sup> day of May 2024, at 7:30 pm.

#### **Council in Attendance**

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

#### **Staff in Attendance**

Trevor Hallam	CAO/Clerk
Mike Alcock	Director of Public Works
Jenn Burns	Huron County Planner

#### **Others in Attendance**

Scott Stephenson	The Citizen
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#### **1.0 CALL TO ORDER**

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

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

#### **2.0 ADOPTION OF AGENDA**

*Motion 99-2024*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of May 7<sup>th</sup>, 2024, as circulated.*

*Carried.*

#### **3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST**

None.

#### **4.0 MINUTES**

*Motion 100-2024*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the April 16<sup>th</sup>, 2024, Council Meeting Minutes as written.*

*Carried.*

## 5.0 ACCOUNTS

*Motion 101-2024*

*Moved by Jodi Snell  
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the May 7<sup>th</sup> accounts in the amount of \$ 361,848.99.*

*Carried.*

## 6.0 PUBLIC MEETINGS AND DEPUTATIONS

### 6.1 MCARTHUR MUNICIPAL DRAIN COURT OF REVISION

The meeting to consider the engineer's report for the McArthur Municipal Drain 2024 was held on April 2<sup>nd</sup>, 2024. Notice of the sitting of the Court of Revision was sent on April 9<sup>th</sup>, 2024. No appeals were received by the deadline of April 27<sup>th</sup>. At the time of the publication of the agenda, no late appeals had been received.

On April 2<sup>nd</sup> Council appointed Deputy Mayor Freiburger, Councillor Zinn and Councillor Snell to sit on the Court of Revision.

#### 6.1.1 Open Court of Revision

*Motion 102-2024*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby adjourns their regular meeting of Council and opens the Court of Revision for the McArthur Municipal Drain 2024.*

*Carried.*

### **McArthur Municipal Drain 2024 Court of Revision**

#### 6.1.2 Call to order by the Clerk.

Clerk Hallam called the Court of Revision to order at 7:31pm.

#### 6.1.3 Appointment of Chair

Clerk Hallam called for nominations for Chairperson.

*Motion 103-2024*

*Moved by Jodi Snell  
Seconded by Sharen Zinn*

*THAT Kevin Freiburger be appointed as Chairperson for the McArthur Municipal Drain 2024 Court of Revision.*

*Carried.*

Deputy Mayor Freiburger assumed the chair.

#### 6.1.4 Appeals

No appeals were received by the deadline of April 27<sup>th</sup>.

#### 6.1.5 Late or Verbal Appeals

No late appeals were received. There were no assessed landowners in attendance and no appeals from the floor.

### 6.1.6 Adjournment

*Motion 104-2024*

*Moved by Jodi Snell  
Seconded by Sharen Zinn*

*THAT, there being no appeals to the assessment schedule as prepared by the engineer, the Court of Revision for the McArthur Municipal Drain 2024 be adjourned.*

*Carried.*

## 7.0 **STAFF REPORTS**

### 7.1 PLANNING DEPARTMENT

#### 7.1.1 Bill 185 Changes to Provincial Planning Statement

A report was presented by Huron County Planner Jenn Burns in this regard for the information of Council.

Councillor McCallum asked about the status of the timelines that the province had outlined for municipalities to have development underway, and about the refunding of fees. Ms. Burns noted she was not familiar with the timelines for development but explained that the refunding of fees for missed timelines has been removed through this update.

## 8.0 **BUSINESS**

### 8.1 PROPOSED CHANGES TO PLANNING FEE STRUCTURE

A report prepared by Huron County Planning Director Sandra Weber and Planning Manager Denise Van Amersfoort in consultation with the Planning Fees Working Group was presented by Ms. Burns.

Councillor Snell requested additional information on the fees for Bruce County, Grey County, and Lambton Shores for comparison. She inquired as to how the new legislation is resulting in more complex applications and work for the planning department. She also inquired about when the last official plan review was done as well as the last zoning update to align with the official plan, noting that if the two documents were aligned it would streamline the system and not put undue costs on ratepayers.

Ms. Burns Jenn will report back with the additional information requested. She noted that the new policies from the province, and the frequency with which changes have been made, create a considerable amount of work for planning staff to implement. In addition to this, shifting responsibilities between Conservation Authorities and the planning department require staff to review current policies and procedures and work with Conservation Authority staff during the transition. She went on to note that the applications and development proposals that are coming forward are for properties that are more complex and have more requirements for development than have been seen previously, as most of the properties with few or no barriers to development have been developed.

A lot of the easy applications have been done, easy to develop, easy to carve lots off of are done. They're developed. Now the more challenging properties are left. More constraints on properties and those are the ones that are left to develop.

Councillor McCallum asked for clarification on the shortfall between the fees and cost recovery for the services. He also noted reluctance to approve such a large increase at one time, suggesting incremental increases of 10%-25% would be more acceptable.

Councilor Zinn asked if the fee schedule presented is the final draft or if it is still under revision. Ms. Burns explained that her understanding is there are no further revisions underway, and that the Councils of Ashfield-Colborne-Wawanosh, North Huron, Central Huron and South Huron have approved the schedule.

Mayor Heffer summarized the discussion by stating that Morris-Turnberry Council did not appear to be prepared to approve the schedule as presented.

A report with further information addressing the questions of Council will be returned to a future meeting.

Jenn Burns left the meeting.

## 8.2 TENDER RESULTS – SHOULDER SPREADER

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

*Motion 106-2024*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris Turnberry hereby accepts the tender of CUBEX LTD. For a Shoulder Spreader Attachment to fit the CAT® Backhoe, in the amount of \$102,876.76 excluding HST, and authorizes the Mayor and Clerk to execute the tender and all other required documents.*

*Carried.*

## 8.3 WINTER GRADER

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

There was a consensus of Council that the most prudent option is the purchase of the grader that has been in use under a rental contract for the last 3 years.

*Motion 107-2024*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris Turnberry hereby authorizes the use of a single source purchase under 20(a)(vi) of the municipality's procurement policy for the purchase of the Volvo G940 grader from Elvaan Equipment Solutions and authorizes the Mayor and Clerk to execute the tender and all other required documents.*

*Carried.*

## 8.4 DOCUMENT COMMISSIONING POLICY

A report prepared by Deputy Clerk Kim Johnston in this regard was provided to Council.

*Motion 108-2024*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris Turnberry hereby approves the draft Document Commissioning Policy as presented and directs staff to return a by-law to adopt the policy to the next meeting of Council.*

*Carried.*

## 9.0 COUNCIL REPORTS

Kevin Freiburger

April 21<sup>st</sup> to 24<sup>th</sup> attended the Ontario Good Roads Association Conference in Toronto.

April 18<sup>th</sup> attended a Cyber Awareness training session hosted virtually by Huron County.

April 29<sup>th</sup> attended the Municipality's annual emergency exercise.

May 1<sup>st</sup> attended a meeting of the Huron East Recreation Advisory Committee.

Jamie McCallum

April 21<sup>st</sup> to 24<sup>th</sup> attended the Ontario Good Roads Association Conference in Toronto.



Sharen Zinn

No report

Jodi Snell

No report

Jamie Heffer

Apr 27<sup>th</sup> attended a meeting regarding the Drainage Act hosted by MPP Thompson Teeswater.

April 29<sup>th</sup> attended the Municipality's annual emergency exercise.

## **10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION**

- 10.1 Media Release – Funding from Ministry for Training - AORS
- 10.2 Media Release – Environmental Action Plan - AMDSB
- 10.3 Correspondence – Small Business Enterprise Centre Funding – Western Ontario Warden's Caucus
- 10.4 Correspondence – Leadership Change – Nuclear Innovation Institute
- 10.5 Correspondence – Pride Month and Pride Flag – Huron County Pride
- 10.6 Correspondence – Pride Month and Pride Flag – Huron Perth Public Health
- 10.7 Correspondence – Summary of Proposed Hosting Agreement – Municipality of South Bruce
- 10.8 Notice of Meeting – Open House – South Bruce Nuclear Exploration Project
- 10.9 Notice of Meeting – Official Plan Review – Municipality of Central Huron
- 10.10 Resolution – Resume Assessment Cycle – Huron Shores
- 10.11 Resolution – Basic Income Guarantee – Town of Smith Falls
- 10.12 Board Meeting Highlights – AMDSB – April 24, 2024
- 10.13 Minutes – Maitland Source Protection Authority – March 20, 2024
- 10.14 Minutes – MVCA Board Meeting – March 20, 2024
- 10.15 Outstanding Action Items

Deputy Mayor Freiburger made note of the successful campaign by AORS to get funding for a training program for municipal employees that was supported by Council at a previous meeting. Mayor Heffer thanked Mr. Alcock for his work on the initiative during his time as President of AORS.

## **11.0 NEW BUSINESS**

None.

## **12.0 BY-LAWS AND AGREEMENTS**

### **12.1 CRUIKSHANK MUNIICPAL DRAIN BY-LAW – FINAL READING**

At the March 19<sup>th</sup> meeting of Council, first and second reading were given to the Cruikshank Municipal Drain By-Law. As the period for submitting appeals has passed with none being received, Council proceeded to give 3<sup>rd</sup> reading to the By-law.

*Motion 109-2024*

*Moved by Jamie McCallum*

*Seconded by Jodi Snell*

*THAT leave be given to introduce By-Law 14-2024, being a by-law to adopt the engineer's report and authorize construction for the Cruikshank Municipal Drain 2024, and that it now be read a third time, and finally passed this 7<sup>th</sup> day of May 2024.*

*Carried.*

Scott Stephenson left the meeting.

### **13.0 CLOSED SESSION**

#### 13.1 Enter closed session.

*Motion 110-2024*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:40 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) (k) regarding negotiations to be carried on by or on behalf of the municipality.*

*Carried.*

#### 13.2 Return to open session.

*Motion 111-2024*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 9:38 p.m.*

*Carried.*

#### 13.3 Report and Action from Closed Session.

Council discussed negotiations regarding a proposed agreement for water system operator services and gave direction to staff; discussed negotiations regarding an expiring cross border servicing agreement; and discussed negotiations regarding fire services.

There was a consensus of Council in closed session to consider the following motion upon returning to open session.

*Motion 112-2024*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of an agreement with Veolia Water Canada to a future meeting of Council for consideration.*

*Carried.*

### **14.0 CONFIRMING BY-LAW**

*Motion 113-2024*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*THAT leave be given to introduce By-Law 24-2024, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on May 7<sup>th</sup>, 2024, and that it now be read severally a first, second, and third time, and finally passed this 7<sup>th</sup> day of May 2024.*

*Carried.*

15.0 **ADJOURNMENT**

*Motion 114-2024*

*Moved by Sharen Zinn  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry does  
now adjourn at 9:40 pm.*

*Carried.*

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, May 21<sup>st</sup>, 2024, 7:30 pm  
Regular Meeting of Council – Tuesday, June 4<sup>th</sup>, 2024, 7:30 pm

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

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

May 21 2024

**General**

Hydro One	Morris Office	379.55
Hydro One	Streetlights	1,157.50
Bell Canada	Emergency Lines	113.26
Telizon	Long Distance Phone	2.59
Tuckersmith Communications	Office Internet & Security	180.80
Pitney Bowes Leasing	Postage Machine Lease	191.20
Treasurer, County of Huron	Information Session	226.13
Cobide Engineering Inc.	Site Plan Enforcement	751.47

**Payroll**

May 8 2024	Payroll	26,271.99
	Expenses	166.25

**General Total** 29,440.74

**Building Department**

Foxton Fuels	Fuel for CBO Truck	601.16
Leslie Motors	Maintenance for CBO Truck	130.96

**Payroll**

May 8 2024	Payroll	5,868.67
	Expenses	-

**Building Total** 6,600.79

**Property Standards**

**Property Standards Total** -

**Drainage**

D&I Wattam Const Ltd.	Black Municipal Drain	2,327.80
JC Millwrights Inc.	Robertson Municipal Drain	75,698.70
Dietrich Engineering Limited	Robertson Municipal Drain	11,865.00

**Drainage Total** 89,891.50

**Parks & Cemeteries**

Hydro One	Kinsmen Park	34.01
Bernie McGlynn Lumber	Mulch for Parks	254.25

**Parks & Cemeteries Total** 288.26

**Belgrave Water**

Hydro One	Belgrave Water	1,316.40
Hydro One	Humphrey Well	141.93
Bell Canada	Belgrave Water	154.97
Hay Communications	Belgrave Water	22.60
Rogers	Humphrey Well	90.39
Harth Heating	Fuel Tank Replacement for Generator	6,224.32

**Water Total** 7,950.61

**Landfill**

Hydro One	Morris Landfill	240.17
PE Inglis Holdings Inc.	Morris Landfill	180.80
John McKercher Construction	Morris Landfill	2,542.50

**Landfill Total** 2,963.47

**Roads**

Hydro One	Morris Shop	189.78
Hydro One	Turnberry Shop	290.24
Bell Canada	Turnberry Shop	113.26
Schmidt's Power Equipment	Chainsaw Supplies	196.07
Steffens Auto Supply	Shop Supplies & Parts for Equipment	118.15
AGO Industries Inc.	Safety Clothing	3,042.17
Foxtan Fuels	Fuel	16,650.15
MGM Townsend Tire	Repair for 19-07 F550	83.76
Leslie Motors	Maintenance for 22-14 Pickup	109.71
Maitland Valley Conservation	Roadside Tree Planting Program	2,395.60
Stumps Be Gone	Stump Removal	1,808.00
Pollard Distribution Inc.	Dust Control	32,118.39
Pai-Da Landscaping Ltd.	Sidewalk Cleaning	2,203.50
Robert's Farm Equipment	Sidewalk Maintenance	226.00
Chuck Hull	Ditching	219.40
BM Ross & Associates	Moncrieff Road Bridge (M070)	5,270.85
BM Ross & Associates	Salem Road Bridge (T100)	1,476.92
Jade Equipment Co Ltd.	Purchase Used Grader	94,920.00

**Payroll**

May 8 2024	Payroll	32,681.29
	Expenses	2,454.96

**Roads Total** 196,568.20

**Account Total** **333,703.57**

**Approved By Council:**

May 21 2024

\_\_\_\_\_  
Mayor - Jamie Heffer

\_\_\_\_\_  
Treasurer- Sean Brophy

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council

**PREPARED BY:** Kirk Livingston, Chief Building Official

**DATE:** May 14, 2024

**SUBJECT:** Property Standards and By-Law Enforcement Report for March and April 2024

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### **RECOMMENDATION**

THAT the Council of the Municipality of Morris-Turnberry hereby receive the Chief Building Officials report on Property Standards & By-Law Enforcement for the months of March and April 2024 as submitted for information purposes.

### **BACKGROUND**

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code along with any Municipal By-Laws. Through the examination of plans, issuance of building permits, reviewing bylaws, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and compliance with Municipal By-Laws to ensure health and safety, fire protection and structural sufficiency in all buildings in the Municipality.

The findings outlined below provided by Bruce Brockelbank, Property Standards and By-Law Enforcement Officer.

### **COMMENTS**

#### **By-law Enforcement – New Complaints**

- Parker Drive – I received a complaint about a dog attacking another dog.
- Parker Drive – Received a complaint about a dog off the property and biting a person.
- Clyde Line – Received a complaint about a barking dog at the property.
- Duncan Street – Received a complaint about a dog running at large.

#### **Outstanding Files and Ongoing Investigations**

- Blyth Road – I have posted a final notice to the owner of the property giving the owner a May 26<sup>th</sup> 2024 compliance date. I will inspect on the compliance date if the property standards order is not complied with cleanup will be first week in June.
- Blyth Road – I have posted a final notice to the owner of the property giving the owner a May 26<sup>th</sup> 2024 compliance date. I will inspect on the compliance date if the property standards order is not complied with cleanup will be first week in June.
- Brussels Line – I have posted a final notice to the owner of the property giving the owner a May 26<sup>th</sup> 2024 compliance date. I will inspect on the compliance date if the property standards order is not complied with cleanup will be first week in June.
- Parker Drive – I received a call from the OPP on our answering service about a dog being attacked on Parker Drive. After investigation, a known dog had attacked another dog on another previous date. The owner was charged for the first attack and has come into the office and purchased a dog tag. I was instructed to deem the dog as vicious under our animal control bylaw. I sent a registered letter out to the owner, I also hand delivered the letter to the property. I received a call from the owner about deeming his dog vicious. He indicated his dog was not vicious and wanted me to remove the deeming of his dog. I advised him his dog has left the property on two occasions and attacked a dog each time. I further advised him his dog meets

the definition of vicious under our animal control bylaw. He wanted to know who he could talk to about his dog, I provided him the office number and contact name for the Chief Administrative Officer (CAO). He talked to the CAO and was told he needed to meet the vicious dog requirements or remove the dog from the property. I will inspect for compliance after the compliance date provided.

- Clyde Line – I received a complaint about a dog barking at all hours of the night and keeping neighbors up. I will attend the property and talk to the owners about their barking dog.
- Duncan Street – I will attend the property and talk to the owners of the dog about their dog running at large.
- I have sent Kirk a draft parking bylaw for comments and any revisions before bringing to council.
- I have sent Kirk a draft sign bylaw for comments and any revisions before bringing to council.
- Dog kennel inspections are complete for 2024, back on schedule as per the previous animal control officer.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kirk Livingston", is written over a horizontal line.

Kirk Livingston  
Chief Building Official

# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Kirk Livingston, Chief Building Official  
**DATE:** May 9, 2024  
**SUBJECT:** Building Department Activity Report for March and April 2024

## RECOMMENDATION

THAT the Council of the Municipality of Morris Turnberry hereby receive the Building Department Activity Report for March and April 2024, for information purposes.

## BACKGROUND

The Building Departments main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in which we live, work and play.

The Chief Building Official provides bi-monthly updates to Council on the operations of the Building Department.

## COMMENTS

Permit #	Permit Type	Value of Project	Sq. Feet New Const.	Status
0010 -2024	Silo	\$ 250,000.00	1056	issued
0011 -2024	On Site Sewage System	\$ 25,000.00	5651	issued
0012 -2024	Agricultural Storage Shed	\$ 125,000.00	2400	issued
0013 -2024	Secondary Residential Unit	\$ 70,000.00	1400	issued
0014 -2024	Alteration/Renovation/Repair	\$ 24,000.00	3200	issued
0015 -2024	Alteration/Renovation/Repair	\$ 275,000.00	9256	issued
0016 -2024	Agricultural Storage Shed	\$ 150,000.00	3500	issued
0017 -2024	On Site Sewage System	\$ 10,000.00	323	issued
0018 -2024	New Residential Dwelling	\$ 730,000.00	2243	issued
0019 -2024	New Residential Dwelling	\$ 625,000.00	2786	issued
0020 -2024	Residential Addition	\$ 20,000.00	624	issued
0021 -2024	Detached Garage	\$ 21,000.00	960	issued
0022 -2024	Residential Addition	\$ 55,000.00	808	issued
0023 -2024	Grain Dryer Concrete Slab	\$ 250,000.00	750	issued
0024 -2024	Demolition	\$ 250.00	0	issued
0025 -2024	Grain Bin/Foundation	\$ 10,000.00	314	issued
0026 -2024	New Residential Dwelling	\$ 800,000.00	3664	issued
0027 -2024	On Site Sewage System	\$ 25,000.00	6727	issued
0028 -2024	Deck	\$ 15,000.00	468	issued
0029 -2024	Silo	\$ 10,000.00	113	issued
0030 -2024	Agricultural Livestock Barn	\$ 15,000.00	4530	issued

**Total Value of Construction to date; \$4,204,750.00 with 30 building permits being issued**  
**(Last year; \$5,546,400.00 with 26 building permits being issued)**

**Zoning Certificates issued for this year; 19 (Last year 9)**

Respectfully submitted,



Kirk Livingston  
Chief Building Official



# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Kirk Livingston, Chief Building Official  
**DATE:** May 13, 2024  
**SUBJECT:** Ontario Building Code update

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### **RECOMMENDATION**

THAT the Council of the Municipality of Morris Turnberry hereby receive the Building Departments update on the proposed Ontario Building Code amendments for information purposes.

### **BACKGROUND**

The Building Departments main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in which we live, work and play.

The Chief Building Official provides bi-monthly updates to Council on the operations of the Building Department.

### **COMMENTS**

Announced on April 10, Ministry of Municipal Affairs and Housing has released a new Building Code, which the Province says will reduce regulatory burdens for the construction industry and make it easier to build housing while still promoting high standards of performance and public health and safety in new and renovated buildings. There are significant changes to its structure, and a transition period is now in effect.

The 2024 Building Code is intended to streamline processes for the building sector and increase harmonization with the National Construction Codes, eliminating more than 1,730 technical variations between the provincial and national requirements. It was developed in consultation with various partners as in building officials, fire prevention officials, engineers, builders, and the construction industry.

Information about the release came in *CodeNews* (issue 354), an email subscription that provides updates on the code, as well as minister's rulings, amendments to the *Building Code Act*, decisions from the Building Code Commission, and authorizations from the Building Materials Evaluation Commission. While some of the currently available information about the 2024 code, including transition timelines, is summarized below.

#### **2024 Building Code Format**

The structure of the new Ontario Building Code regulation is changing dramatically. It is only one page long, referencing the 2020 National Building Code for the harmonized parts of the Code and the 2024 Ontario Amendment document for the differences in the province.

#### **Timing, Transition, and Training**

The 2024 Building Code comes into effect on January 1, 2025, with a three-month transition period until March 31 for applications for which the working drawings were substantially complete before 2025. Simply put, as of April 1, 2025 all permit applications must use the 2024 Ontario Building Code.

The Ministry of Municipal Affairs and Housing is developing a comprehensive training approach to help the industry understand the new requirements in the 2024 Ontario Building Code and to help build capacity in the sector in adequate time. Further details will be provided. The Ontario Building Officials Association is currently underway in applying the now known changes in their training manuals and creating updated training materials.

#### **2024 Ontario Building Code Highlights**

- Ontario's two-unit house provisions have harmonized with the National Building Code's (NBC's) requirements for secondary suites, except for latter's limitations around minimum suite sizes—

Ontario will maintain its flexibility in this regard to support the government's housing objectives and minimize costs;

- Ontario has harmonized with the NBC's requirements for Large Farm Buildings by introducing a new Part to Division B of the Building Code—the goal is to close a regulatory gap and be responsive to modern farm practices while providing safety for farm buildings consistent with other buildings;

- Ontario has harmonized with the NBC on mitigating the effects of radon—new houses require a rough-in for a subfloor depressurization system if subsequently required (changes will include corresponding revisions to reference Supplementary Standard SB-9 and a new Appendix Note to clarify buildings occupied for a few hours a day may not be required to follow suit);

- Ontario has harmonized its provisions for fire protection systems (standpipe, fire alarms and fire sprinklers) with the NBC; and

- Ontario has updated its standard for prefabricated septic tanks and sewage holding tanks, which will include a safety screen below cleanout covers. Ontario has also made changes related to Type A Dispersal Beds to distinguish materials used for the 'mantle.'

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Kirk Livingston', is written over a horizontal line.

Kirk Livingston  
Chief Building Official

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Kirk Livingston, Drainage Superintendent  
**DATE:** May 13, 2024  
**SUBJECT:** Drainage Department update

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### **RECOMMENDATION**

*THAT* the Council of the Municipality of Morris Turnberry hereby receive the Drainage Superintendents report for information purposes;

*AND FURTHER THAT* the Council of the Municipality of Morris Turnberry hereby supports the Drainage Superintendents participation on the Board of Directors for the Drainage Superintendents Association of Ontario.

### **BACKGROUND**

The Drainage Superintendent's Association of Ontario (DSAO) was formed in 1983 with the goal of uniting drainage superintendents across the province. The associations goal is to provide education, networking opportunities and a unified voice for our members.

Drainage Superintendents serve their ratepayers and municipalities as they oversee drain maintenance projects and work closely with improvement and capital projects and utilize the Drainage Act daily.

There are many issues facing the DSAO organization at this time. The Board of Directors are working hard to represent the association and provide a unified response to represent the best interest of our members across the province.

Currently there are 6 Chapters that represent the drainage community for the Province of Ontario. Of these chapters, the membership consists of Engineers, Consultants, Drainage Superintendents, Contractors and Distributors / Suppliers, with a membership of 193 individuals.

### **COMMENTS**

I am currently an active member of Chapter 3, known as the Bluewater Chapter with a role as Drainage Superintendent for the Municipality of Morris Turnberry.

At a recent Chapter meeting in Teeswater on May 2, 2024 I was nominated and elected to the Board of Directors for the Drainage Superintendents Association of Ontario to represent Chapter 3.

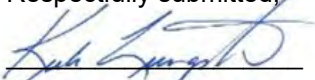
In discussion with past members of the Board, this would require my attendance at a 3 day spring meeting in Eastern Ontario, a 2 day fall meeting in Guelph and a 2 day winter Conference in London. The remainder of the meetings are held virtually.

In the past and currently I budget for the London conference only.

Costs associated to accommodations and meals for the meetings requiring attendance are covered by the Board, with fuel costs covered by the Municipality.

As a member of the Board with DSAO, 50% of the costs associated as a Drainage Superintendent are reimbursed back to the Municipality by Omfra as part of Drainage Superintendent activities.

Respectfully submitted,



Kirk Livingston  
Chief Building Official

Good Roads 2024 Report  
Prepared by: Kevin Freiburger

Capital perfect storm

9 cents per tax dollar collected go to municipalities, but we own 60% of public infrastructure

\$42 billion behind on maintaining ontario infrastructure

**55% rural roads for fatal crash with 17% population**

Debt financing for large projects, block funding without projects dictated, predictable funding

OGRA advocates

Jeff Speck - Key Note speaker

Eliminating the centre line reduces speed by 11kmph!

Street design that could be considered - one narrow center lane with painted sidewalk that car go on when meeting traffic

**All way stop sign safer than signal lights and faster overall**

Data - CANCEA speaker

Use baseline and future analysis to set your Municipality apart for funding requests

Good to know baseline of neighbors as comparator

60 baselines needed for small Municipality

**CANCEA planning platform** has stats-can data, has planning dashboard for use, can show ripple effects of planning decisions into the future

Cost \$5000-\$10 000 for 60 baselines but has the rest there too and available quickly and no need for other consultants [paul@cancea.ca](mailto:paul@cancea.ca)

Minister of Transportation

Update to drainage design standards Mar 2024, **switching to annual exceedance probability from storm return rate** (i.e. build to 80% likely exceedance vs 5 year storm) - good idea with the way climate change is affecting storm level occurrences

AORS Agm

Minister of labour, training, and skills development announced \$1.3mill in aors skills development initiatives 3600 people will be trained, Municipal operators course. **105 resolutions of Council in support!**

Talent Recruitment

**Good Leadership is best practice for retention (most quit because of poor leadership)**

Consider transferable skills and work ethic over qualified checklist, skills testing

## **Cast wide recruitment net and show pay with job advertisements**

Encourage professional development

**\*Dz, AZ license reimbursement program!!** - might be way to improve applicant #'s (may want to put in tiered repayment clause (e.g. leave after 2 years repay 60% of cost, stay for 5+ years don't have to repay))

Recognition program!

Perks beyond salary

Employees survey can indicate lacking features and areas to improve

Succession management

\*encourage applications even though person may not have all qualifications \*

Star method for interview

Doug Ford attended. - he was asked about debt financing and said 'no' because some municipalities would not be responsible with it

Katharine Hayoe,

climate change talk. 1 degree global temp rise is like human with fever.

Rate of change is concerning.

Infrastructure designed for system that no longer exist. Climate change is a problem multiplier, makes everything worse. **When making decisions consider cost of avoided impacts**

Personal Thought

\*\* In talking with other delegates it makes me feel we are very fortunate in Morris-Turnberry, and that we are certainly on the right track, and the good work of staff is paying off.

## Municipal Newsletter

May 2024

This is the May 2024 municipal update about the work we do, in partnership with you, to protect municipal drinking water sources in Maitland Valley and Ausable Bayfield source protection areas.

### Contents:

1. Source Protection Plans updated
2. Annual Progress Report prepared for year 2023
3. Passing of Source Protection Committee member Bert Dykstra
4. Water Wise Water Sampling and Testing Events Promoting Best Practices for Wells and Septic Systems
5. Source Protection Committee champions water testing
6. Public outreach through videos, local media, and social media
7. Call for applications for Source Protection Committee member

### 1. Source Protection Plans updated

The Ausable Bayfield Maitland Valley (ABMV) Source Protection Committee (SPC) has developed two separate updates to the source protection plans to better protect sources of drinking water.

a. The broad update submitted to the Province of Ontario in 2023 was approved by the Province March 26, 2024. Approval of the amendment is posted on the Environmental Registry of Ontario.

(<https://ero.ontario.ca/notice/019-8314>) Key changes include:

- o New and revised policies to align with the 2021 provincial *Technical Rules* (under the Ontario *Clean Water Act, 2006*), and to address policy implementation challenges.
- o Revised wellhead protection areas for Belgrave, plus minor changes to Auburn, Palmerston and Wingham wellhead protection areas.
- o Updated SGRA – Significant Groundwater Recharge Area – to align with updated provincial *Technical Rules*.

b. A separate update, to incorporate changes to the Lucknow and Century Heights drinking water systems, was submitted to the Province April 4, 2024. Approval is pending.

Thanks to all our local municipalities for their input on the proposed changes.

## About Us

### Source Protection Committee

- 12 members plus a Chair
- Represents local municipalities; economic sectors; and Other/Public

### Source Protection Plans (SPP)

- Developed locally
- Approved by Province in 2015
- Updates approved in 2024
- Policies to protect municipal sources of drinking water
- Area covered – Ausable Bayfield and Maitland Valley source protection areas

**Goal:** To protect region's municipal sources of drinking water – aquifers and lakes – from contamination and overuse

## 2. Annual Progress Report prepared for year 2023

Our source protection region recently completed its seventh Annual Progress Report for drinking water source protection in the Ausable Bayfield and Maitland Valley areas. This was for the 2023 reporting period and it is available on our [local source protection website](#).

The annual progress report outlines the progress made in implementing the source protection plans (SPPs) for the Ausable Bayfield and Maitland Valley source protection areas, as required by the Ontario *Clean Water Act, 2006*.

The Source Protection Committee (SPC) reviewed the recent implementation results, noting that significant progress has been made since the SPPs came into effect in 2015. All of the policies in the SPPs are implemented, in progress or require no further action. In addition, 100 per cent of significant drinking water threats have been addressed. The SPC is pleased to see that the objectives of the *Clean Water Act* are being achieved.

The Committee would like to acknowledge the local municipalities, stakeholders and landowners for their ongoing efforts to protect our sources of drinking water. The great progress made to date on SPP implementation would not have been possible without their strong support.

## 3. Passing of Source Protection Committee member

### Bert Dykstra

“Many of us have had the pleasure of working with Bert on various committees and through local politics,” said Matt Pearson, Chair of the Ausable Bayfield Maitland Valley Source Protection Committee. “He was a past member of the Central Huron Council for two decades and a past Warden of Huron County. As the Chair of the Huron County Water Protection Steering Committee for three years he was quite proud of their achievements.”



More details are in the [note of condolence](#) on our source protection website. Chair Matt remembered Bert as a friendly and helpful person. “Bert’s smile walked into the room before he did,” Matt said. Bert was featured in a video (<https://youtu.be/Jf2ZdSBMZjk?t=191>) we prepared encouraging the use of online mapping apps to help protect municipal drinking water sources.

## 4. Water Wise Water Sampling and Testing Events Promoting Best Practices for Wells and Septic Systems

Property owners know that testing their well water is important but it isn’t always as convenient as it could be. In 2023 and early 2024, source protection staff, with assistance from Huron Perth Public Health (HPPH), organized several *Water Wise* water sampling and testing events in partnership with local community and service groups. The goal was to make enable well water testing by providing a drop-off point for residents in their community. Participating community groups included the Ashfield-Colborne Lakefront Association; Goderich, Dublin, Monkton and Londesboro Lions Clubs; and the Kirkton-Woodham Optimists. Community volunteers with these groups assisted with distributing water sampling bottles, signage, promotions, staffing and event locations. During the six events, more than 300 residents brought in their well water samples.



At these events, private well owners also received information about protecting and maintaining their wells and septic systems, how to interpret their water sample results and they could ask experts specific questions about their own systems. Provincial funding for this pilot project was provided to promote Ontario's Best Practices for non-municipal water (<https://www.ontario.ca/document/best-practices-source-water-protection>). The message to the public, at these events, was to **Test, Protect and Maintain**: test your well water; protect your well water; and maintain your well and septic system.

*(Below are images of some of the local media coverage of the Water Wise events).*



## 5. Source Protection Committee champions water testing

At the January 31, 2024 Source Protection Committee meeting a motion was passed to send a letter to the provincial ministers of Agriculture; Health; and Environment, Conservation and Parks regarding the committee's concern about a recommended phase-out of free private drinking water testing in the December 2023 Auditor General's report. This letter was also circulated to all municipalities in the Ausable Bayfield Maitland Valley Source Protection Region as well as other source protection regions in Ontario. Many municipalities and other source protection committees provided letters of support in response to this letter.

The letter garnered a great deal of interest and media response. Chair Matt Person was interviewed by several media regarding concerns raised about the proposed phase-out of free water testing for private wells. In April 2024 Minister Jones responded to the Ontario Legislature with assurances that free well-water testing for rural households will continue. (<https://www.owensoundsuntimes.com/news/local-news/ontario-health-minister-vows-not-to-end-free-private-well-water-tests>)

## 6. Public outreach through videos, local media, and social media

The Ausable Bayfield Maitland Valley Source Protection Region reaches out directly to the public in person, at events, and by phone. Source protection staff also educate and engage the public through local media, websites, and social media including videos.

Every current member of our source protection committee has appeared in one of our source protection [public information videos](#). There are 12 videos in total and they have received more than 35,000 views by members of the public.

Since April of 2023, we have added four new videos to our video series:



- [The Worth of Water](#): Why it's so important for businesses to protect drinking water sources, with Philip Keightley, M.Sc., P. Eng., commercial representative on the SPC.
- [Your Well, Your Responsibility](#) – Tips to keep your well water safe and clean, with Doug Hocking, property owner representative on the SPC.
- [Water Wise Well Water Testing Event along Lake Huron shoreline](#), with John Thompson, municipal representative on the SPC.
- [Be Part of the Water Team](#), with Paul Heffer, municipal representative on the SPC.

In addition to the video series, we have shared **#WaterWednesdays** public information and education posts, about drinking water source protection, on four social media platforms.

*(In photos below, left to right, committee members Philip Keightley; Doug Hocking; John Thompson; and Paul Heffer in videos helping to educate the public).*



## 6. Call for applications for Source Protection Committee member

On June 6, 2024, our source protection region will be issuing a call for applications for an agricultural representative on the ABMV Source Protection Committee.

For full posting and details, visit: [www.sourcewaterinfo.on.ca](http://www.sourcewaterinfo.on.ca) in early June.

To learn more call 519-235-2610 or toll-free 1-888-286-2610.

To find out more visit the Ausable Bayfield Maitland Valley Source Protection Committee web page (<https://www.sourcewaterinfo.on.ca/the-committee/>) on the local source protection region website at <https://www.sourcewaterinfo.on.ca>

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Ausable Bayfield Maitland Valley Source Protection Region  
 c/o Ausable Bayfield Conservation Authority  
 71108 Morrison Line, R.R. 3  
 Exeter, ON N0M 1S5

Tel 519-235-2610  
 Toll-free 1-888-286-2610  
[www.sourcewaterinfo.on.ca](http://www.sourcewaterinfo.on.ca)

This project has received funding support from the Government of Ontario.  
 Such support does not indicate endorsement of the contents of this material.



**PUBLIC MEETING  
CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT AFFECTING THE  
TOWNSHIP OF NORTH HURON**

**TAKE NOTICE** that the Council of the Township of North Huron will hold a public meeting on **June 3, 2024 at 6:00 p.m.** in the North Huron Council Chambers located at 271 Frances Street, Wingham to consider a proposed Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended. The amendment affects the Township of North Huron Zoning By-law.

**BE ADVISED** that the Corporation of the Township of North Huron considered this application to be complete on May 6, 2024.

**For members of the public, you are receiving this notice because you are an owner of land located within 120 metres of the subject lands as prescribed by the Planning Act, R.S.O. 1990.** If you are an owner of any land containing seven or more residential units you are requested to post this notice in a location that is visible to all of the residents.

**ANY PERSON** may attend the public meeting and/or make written or verbal representation either in support or in opposition to the proposed zoning by-law amendment.

You may submit written comments by mail to the Township or via email to Hanna Holman, Planner, at [hholman@huroncounty.ca](mailto:hholman@huroncounty.ca). Individuals are encouraged to submit their written comments before the meeting for consideration. It is recommended that written comments be received prior to May 28, 2024, to be included on the agenda. Comments, including the originator's name and address, become part of the public record, and may be viewed by the public and may be published in a planning report and Council agenda.

**IF** a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of North Huron before the by-law is passed, the person or public body is not entitled to appeal the decision of the Township of North Huron to the Ontario Land Tribunal.

**IF** a person or public body does not make an oral submission at a public meeting or make written submissions to the Township of North Huron before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body.

**IF** you wish to be notified of the decision of North Huron Township on the proposed zoning by-law amendment, you must make a written request to the Township of North Huron, 274 Josephine Street, Wingham, ON N0G 2W0.

**ADDITIONAL INFORMATION** relating to the proposed zoning by-law amendment is available for inspection during regular office hours at the Township of North Huron, Municipal Office (519-357-3550) and the Huron County Planning and Development Department (519) 524-8394 ext. 3. The County Planner assigned to this file, Hanna Holman, may also be contacted at [hholman@huroncounty.ca](mailto:hholman@huroncounty.ca).

Dated at the Corporation of the Township of North Huron this 13<sup>th</sup> day of May, 2024

Carson Lamb, Director of Legislative  
Services/ Clerk  
Township of North Huron,  
[clamb@northhuron.ca](mailto:clamb@northhuron.ca)



**Purpose and Effect:**

The purpose of this zoning by-law amendment (File No.: Z03-2024) is to amend the zoning on the lands at Lot 40, Plan 168, Blyth Ward, Township of North Huron (442 Gypsy Lane) as shown in the attached Schedules from the existing R1 (Residential – Low Density Zone) to create two special R1 zones. A corresponding consent to sever application (File No. C002-24) has been provisionally approved to create one new residential lot. As a condition of that severance a re-zoning to recognize any resulting zoning deficiencies is required. The proposed severed land, which is currently vacant, is proposed to be re-zoned to R1-17 (Residential – Low Density Special Zone 17) and to permit a minimum lot area of 507 square metres and minimum lot depth of 22.5 metres. The proposed retained land, which contains an existing single-detached dwelling, is proposed to be re-zoned to R1-18 (Residential – Low Density Special Zone 18) and to permit a minimum lot depth of 22.5 metres and to recognize a minimum rear yard of 7.6 metres.

This by-law amends Zoning By-law No. 82-2008. All other zone provisions apply.

A location map and zone map showing the location to which this by-law applies are found on the following pages and are entitled Schedule A and Schedule B.

**SCHEDULE 1  
CORPORATION OF THE  
TOWNSHIP OF NORTH HURON  
BY-LAW     -2024**

WHEREAS Section 39.1(3) of the Planning Act, 1990, authorizes a municipality to pass a by-law under Section 34 of the Planning Act, 1990, for the purpose of authorizing the use of lands, buildings, or structures for purposes otherwise prohibited by the by-law.

WHEREAS the Council of the Corporation of the Township of North Huron considers it advisable to amend Zoning By-law No. 82-2008 of the Township of North Huron.

NOW, THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. This by-law shall apply to a portion of the lands at Lot 40, Plan 168, Blyth Ward, Township of North Huron (442 Gypsy Lane) as shown in the attached Schedules.
2. By-law No. 82-2008 is hereby amended by changing the zoning from to R1 (Residential – Low Density) to R1-17 (Residential – Low Density Special Zone 17) or R1-18 (Residential – Low Density Special Zone 18) as per the zone symbol of the lands identified on the attached Schedule B.
3. Zone Key Map 3 By-law No. 82-2008 is hereby amended as shown on the attached Schedule B of this by-law.
4. Section 26.13 of By-law No. 82-2008 is hereby amended by the addition of the following

**26.13.16 R1-17**

Notwithstanding the provisions to contrary, in the area zoned R1-17 the following is permitted:

- Minimum lot area (corner lot) of 507 square metres
- Minimum lot depth of 22.5 metres

**26.13.16 R1-18**

Notwithstanding the provisions to contrary, in the area zoned R1-18 the following is permitted:

- Minimum rear yard depth of 7.6 metres
- Minimum lot depth of 22.5 metres

5. All other provisions of By-law No. 82-2008 shall apply.
6. This by-law shall come into force upon final passing, pursuant to Section 34(21) and 39.1(3) of the Planning Act, RSO 1990, as amended.

READ A FIRST TIME ON THE	DAY OF	, 2024.
READ A SECOND TIME ON THE	DAY OF	, 2024.
READ A THIRD TIME AND PASSED THIS	DAY OF	, 2024.

\_\_\_\_\_  
Paul Heffer, Reeve

\_\_\_\_\_  
Carson Lamb, Clerk

# Schedule A Location Map

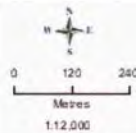
Township of North Huron  
Location Map

Village of Blyth



Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F. Orthorectified Town in 2020. This map is illustrative only. Do not rely on it as a precise indicator of scales, feature locations, nor as a guide to navigation. Copyright © King's Printer 2024.

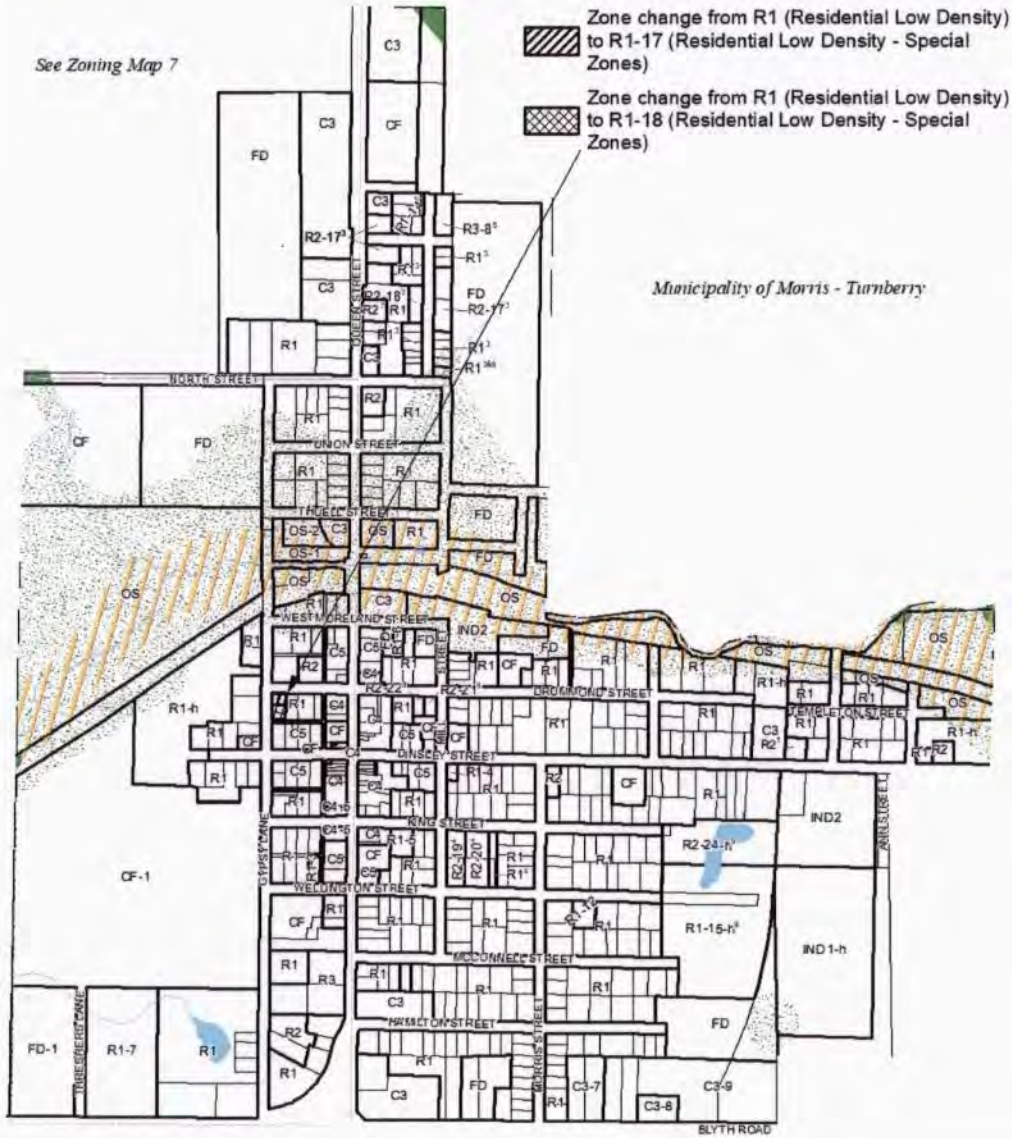
Last Modified 5/8/2024





# Schedule B Map of Proposed Zone Changes

<b>Zone Map 3</b>	<p><b>Amendments</b></p> <ul style="list-style-type: none"> <li>1 Amended by Bylaw 24-2018</li> <li>2 Amended by Bylaw 31-2017</li> <li>3 Amended by Bylaw 11-2016</li> <li>4 Amended by Bylaw 37-2019</li> <li>5 Amended by Bylaw 35-2021</li> <li>6 Amended by Bylaw 35-2021</li> <li>7 Amended by Bylaw 02-2021</li> <li>8 Amended by Bylaw 11-2022</li> <li>9 Amended by Bylaw 70-2023</li> </ul> <p>REVISION DATE <u>May 08, 2024</u></p>	<p><b>Schedule 'A'</b> <b>Township of North Huron</b> <i>Blyth</i> <b>Zone Map</b></p>	<b>Zone Map 3</b>
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<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></span> Zone - AG1 unless otherwise labeled</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></span> Property Boundary</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></span> Lot Boundary</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4CAF50; margin-right: 5px;"></span> Zone - NE1 unless otherwise labeled</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4CAF50; margin-right: 5px;"></span> Zone - NE2 unless otherwise labeled</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #e0e0e0; margin-right: 5px;"></span> Conservation Authority Regulated Lands</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #add8e6; margin-right: 5px;"></span> Water Body</li> <li><span style="display: inline-block; width: 15px; height: 15px; border-bottom: 1px solid black; margin-right: 5px;"></span> River/Stream</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px dashed black; margin-right: 5px;"></span> Open Landfill</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></span> Closed Landfill</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px dashed black; margin-right: 5px;"></span> Landfill Buffer 60m</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, orange 2px, orange 4px); margin-right: 5px;"></span> Floodplain</li> </ul>	<p>Meters</p>
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Amendments

- 1 Amended by By-law 24-2016
- 2 Amended by By-law 51-2017
- 3 Amended by By-law 11-2018
- 4 Amended by By-law 57-2019
- 5 Amended by By-law 53-2021
- 6 Amended by By-law 58-2021
- 7 Amended by By-law 02-2021
- 8 Amended by By-law 11-2022
- 9 Amended by By-law 70-2023

REVISION DATE May 08, 2024

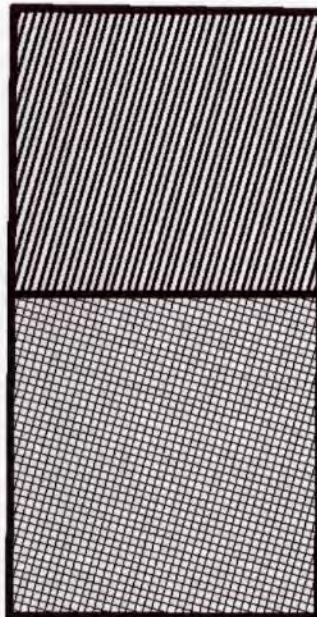
Schedule 'A'  
Township of North Huron  
Blyth  
Zone Map

 Zone change from R1 (Residential Low Density) to R1-17 (Residential Low Density - Special Zones)

 Zone change from R1 (Residential Low Density) to R1-18 (Residential Low Density - Special Zones)













# Drummond Street

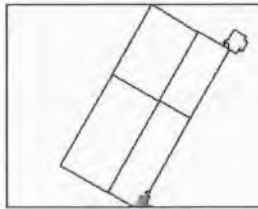
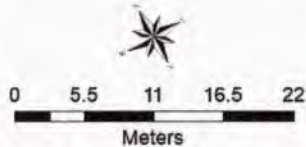
# Gypsy Lane



# R1

# C5

 Zone - AS1 unless otherwise labeled	 Conservation Authority Regulated Lands	 Floodplain
 Property Boundary	 Water Body	
 Lot Boundary	 River/Stream	
 Zone - NE1 unless otherwise labeled	 Open Landfill	
 Zone - NE2 unless otherwise labeled	 Closed Landfill	
	 Landfill Buffer 600m	







**PUBLIC MEETING CONCERNING  
A ZONING BY-LAW AMENDMENT  
AFFECTING HOWICK TOWNSHIP**

**TAKE NOTICE** that Council of Howick Township will hold a public meeting on **Tuesday June 4, 2024 at 7:00 p.m.**, at the Howick Council Chambers, 44816 Harriston Road, Gorrie to consider a proposed Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended.

**PURPOSE AND EFFECT** of this amendment to the Zoning By-law is to update the general provisions, zoning provisions, permitted uses and definitions and includes:

- The ability to make technical revisions to the bylaw without an amendment such as: spelling errors; correcting lot line information or updating page numbering
- Updating the Definitions and General Provisions sections, including accessory buildings, non-conforming and prohibited uses, and bed and breakfast establishments.
- Updating the parking requirements
- Addition of Cannabis Production Facility provisions
- Revision of building setback distance from County and Provincial Roads in agricultural zoning
- Updating references to legislation, former by-laws, or Ministry titles.

There is one site-specific zone change proposed for a mapping correction and the change specifically applies to Part of Park Lot 28 & 29, Plan 243, Fordwich.

**ANY PERSON** may attend the public meeting to make written or verbal representation either in support or in opposition to the proposed zoning by-law amendment.

**IF** a person or public body does not make oral submissions at a public meeting or make written submissions to Howick Township before the by-law is passed, the person or public body is not entitled to appeal the decision of Howick Township to the Ontario Land Tribunal (OLT).

**IF** a person or public body does not make an oral submission at a public meeting or make written submissions to Howick Township before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

**IF** you wish to be notified of the decision of Howick Township on the proposed zoning by-law amendment, you must make a written request to Howick Township at the address listed below.

**ADDITIONAL INFORMATION** relating to the proposed zoning by-law amendment is available for inspection at [www.howick.ca](http://www.howick.ca), or please call 519-335-3208 for additional methods to review the materials. Appointments can be made with the Planner through May to meet in person for discussion, you may call the number above or the Planning Department to speak with Laura Simpson at [lsimpson@huroncounty.ca](mailto:lsimpson@huroncounty.ca) or 1-888-524-8394 ext. 3.

Dated at Howick Township this 25<sup>th</sup> of April, 2024. Caitlin Gillis, Clerk, Township of Howick,  
44816 Harriston Rd, Gorrie N0G 1X0  
(519)-335-3208



Phone: 289-795-2528  
E-mail: [Numair.uppal@oasisontario.on.ca](mailto:Numair.uppal@oasisontario.on.ca)  
Website: [www.oasisontario.on.ca](http://www.oasisontario.on.ca)



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**Members of Ontario Parliament, Mayors and Municipal Councilors,**

Dear Esteemed Civic Leaders,

As representatives of the Ontario Association of Sewage Industry Services, we write to you with great concern regarding the challenges faced by the hauled sewage industry in Ontario due to outdated municipal wastewater treatment plants. We invite you to a crucial Town Hall Meeting on June 7, 2024, to discuss this urgent matter and find viable solutions.

The hauled sewage industry plays a vital role in safely and effectively managing wastewater in Ontario. However, the current state of many municipal wastewater treatment plants is hindering our industry's ability to operate efficiently and safely. These outdated facilities are in dire need of upgrades and improvements to meet modern environmental and safety standards. Some of these Municipal wastewater treatment plant upgrades are hindering the ability of safe and effective disposal of waste from onsite wastewater systems.

The hauled sewage industry plays a vital role in safely and effectively managing wastewater in Ontario. Our concerns stem from limited availability in accessing municipal wastewater treatment plants combined with availability and accessing of field spreading sites. Many wastewater facilities are aging and becoming outdated, needing upgrades and improvements to meet the growing needs of their communities. Many are currently operating at capacity. Facilities which are undergoing upgrades are not able to accept hauled sewage during the period of construction/maintenance. Some haulers are then faced with no options for disposal. This has been an ongoing concern in our industry for many years. With the call to increase residential construction substantially over the next 10 years we feel now is the time to come together to discuss the concerns /issues from all perspectives.

The Town Hall Meeting will provide a platform for open discussions, where we can collectively explore the challenges faced by Municipalities and the hauled sewage industry due to inadequate wastewater treatment plants, and work towards identifying feasible solutions.

The Town Hall Meeting will take place on June 7, 2024, at **Belmore Community Centre. Located at 91122 Belmore Line, Wroxeter, Ontario from 9:00am – 12:00pm** We kindly request your attendance and participation in this critical discussion.

Together, we can address the challenges faced by Municipalities and work towards creating a safer and more effective wastewater management system in Ontario.

We look forward to your participation in the Town Hall Meeting and your continued support in this important matter. **Please RSVP your attendance by June 3, 2024, to [numair.uppal@oasisontario.on.ca](mailto:numair.uppal@oasisontario.on.ca).** For any inquiries or further information, please do not hesitate to contact us.

Sincerely,  
Ontario Association of Sewage Industry Services

Phone 289-795-2528  
E-mail: [numair.uppal@oasisontario.on.ca](mailto:numair.uppal@oasisontario.on.ca)  
Website: [www.oasisontario.on.ca](http://www.oasisontario.on.ca)



## OASIS Town Hall Meeting Agenda

Friday June 7, 2024 | 9:00AM – 12:00PM

Belmore Community Centre.

Located at 91122 Belmore Line, Wroxeter, Ontario

Contact: Wanda Inglis: 519-357-5917

Agenda Item	Time
Welcoming Address and Opening Remarks	9:00AM-9:30AM
Overview of Hauled Sewage Disposal Concerns and Municipal Challenges	9:30AM – 10:30AM
Open Forum Discussion and Collaboration	10:30AM – 10:45AM
Coffee Break	10:45AM - 11:00AM
Q/A and Audience Discussion	11:00AM – 11:30AM
Adjournment and Lunch	12:00PM – 12:30PM



# HURON COUNTY LIBRARY 2023 ANNUAL REPORT







“ The library is such a valuable resource to our community. I had no idea all that the library offers.





# 2023 Annual Report

## Huron County Library

The Huron County Library is a county-wide library system with 12 convenient locations serving residents throughout the County. The Library serves as an inclusive and vibrant community hub that offers the traditional library services with new and innovative offerings to meet the changing needs of our diverse communities.

In 2023, the Library adopted the following vision, mission and values statements as part of its new strategic plan that will serve as guiding principles for delivering Library services in Huron County for 2024-2028.

### Vision

Imagine More: a place to learn, connect, create, and grow.

### Mission

Huron County Library brings people, information, and ideas together to enrich lives and support a thriving community.

### Values

- Respect
- Inclusivity
- Literacy
- Collaboration
- Curiosity
- Fun!

### 2023 in numbers...

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**17,107**

Library card holders

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**279,125**

Items circulated

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**47,583**

Catalogue visits

“ I just wanted to comment about how many good books have come out over the last year. I don't know what we would do without the library.





**Beth Rumble**  
*County Librarian and  
Director of Cultural  
Services*

# A Message from the Director

What a great year it was for Huron County Library!

In 2023, the library developed a new Strategic Plan. At the heart of the plan is connection. Connecting Huron County residents to information, one another, new ideas, new skills and more. It is our hope that the library can help residents fulfill their many diverse needs. We offer Snap Circuits and Cubelets to develop STEAM skills, programs such as puzzle competitions to develop social connections or 'Remember When' discussions to share memories. We also have resources such as PressReader which allow you to read news from all over the world and materials in a variety of languages. We hope that in 2024 you visit a branch, go to our website, follow us on social media, or subscribe to our eNewsletter to learn about all that's happening.

At the beginning of 2023 we were delighted to win an Ontario Public Library Service Award for the In Your Backyard program which was selected for the Minister's Award for Innovation. This award recognizes successful new approaches that demonstrate a positive impact in the community and are of continued value to public libraries. This program (and recognition) demonstrates the ingenuity of staff as well as their collaborative approach.

Lastly, the library is excited to be receiving an extremely generous donation of \$195,000 from the McCall MacBain Foundation. These funds will be received over a three year period and will be used to create teen spaces in several library branches and support dedicated programming for teens across Huron County. Both the County and the Library have recognized youth as a priority over the coming years and this funding will help accelerate our commitment to engaging with youth.

# A Message from the Board Chair

2023 was a very exciting year for the Huron County Library with the development of a new Strategic Plan that will guide the Library through the next five years. The new plan invites Huron County residents of all ages to imagine more from their Library and the Library Board couldn't be more pleased to support the priorities laid out in this plan. As the new vision states, libraries are places for learning, connecting, creating, and growing. We recognize the vital role our 12 library branches play in their communities, and we look forward to learning, connecting, creating, and growing together in 2024.



**Doug Harding**  
*Huron County Library  
Board Chair*

## 2023 in numbers...

**67,287**

Adult Fiction  
checkouts

**29,277**

Adult Non-  
fiction checkouts

**35,803**

Picture book  
checkouts

“ I am so grateful for this service and all you do to keep books coming my way!

# Strategic Plan 2024-2028

Developing a new Strategic Plan to help guide the Huron County Library was a focus for much of 2023. Through public consultation early in the year, library staff gathered feedback from the community to help shape the plan that will guide library services, resources and programs for the next five years.

Completed and launched in early 2024, the new plan invites the public to explore all the creative ways libraries bring people, information, and ideas together to enrich lives and support thriving communities.

## Strategic Priorities:

- **Welcoming and Inclusive Communities:** Huron County Library champions equity, diversity, and inclusion to reduce barriers and create welcoming spaces within our communities.
- **Innovation:** Huron County Library is a learning organization; trying new things, embracing failure, and engaging in feedback.
- **Communications:** Huron County Library ensures that individuals are aware of the services, resources, and spaces available to them.
- **Youth:** Huron County Library actively seeks out input from youth to ensure they feel welcome and represented at the library.
- **Literacy:** Huron County Library advocates for the spirit of lifelong learning and provides access to resources that promote various forms of literacy.

**Imagine More:**  
a place to learn,  
connect, create,  
and grow.



## 2023 in numbers...

**85,063**

Audio & E-book  
checkouts

**714**

Classes taken through  
Creativebug

**8,110**

Movies & TV  
streamed

“ I use the library all the time, but you won't see me. I use the CloudLibrary app and love the convenience.

# Libraries Transforming Communities

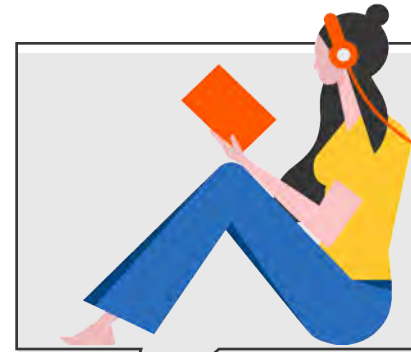
Libraries Transforming Communities (LTC) resumed in 2023 after the first round of this project was interrupted during the COVID-19 pandemic.

Based off the method developed by the American Library Association, the library hosted roundtable community conversations and interviews across Huron County in an effort to identify what people's concerns and aspirations are for their communities. Information gathered from these conversations was shared with community partners and used to help achieve the aspirations identified by the community.

The information gathered through these community conversations was also used to help shape the library's 2024-2028 Strategic Plan.

## Outcomes to date from the LTC project:

- **Welcome to the Neighbourhood:** Welcome to the Neighbourhood packages were created and distributed through select library branches to provide community information to newcomers.
- **Community Calendars and Newsletters:** A lack of community event and service information was identified as a barrier to community participation. Several community calendars were created.
- **Networked Community Groups:** Two community groups formed to address community concerns.



## 2023 in numbers...

**4,009**

Facebook  
followers

**1,166**

Instagram  
followers

**289,288**

Website  
page views

“ Thank you for this online experience! ...I don't have to leave my fireplace, lounge chair & steaming coffee to complete library business.”



# Celebrating our successes

The Huron County Library was very pleased to be the 2023 recipient of the Minister's Award for Innovation in recognition of the In Your Backyard program. The award was presented to staff at the Ontario Library Association Super Conference in February.

In 2022, inspired by Ontario's West Coast tourism program, library staff hosted In Your Backyard, a virtual local travel series that highlighted several hidden gems found across Huron County. Building on the popularity of the program, the library partnered with Huron County Economic Development to offer a summer giveaway that further encouraged people to explore these hidden gems for a chance to win a Huron County weekend get-away. Locations represented each municipality and were chosen to ensure they were accessible and free for everyone to enjoy.

## In 2023, the library also celebrated:

- **McCall MacBain Foundation:** The library was awarded \$195,000 from the McCall MacBain Foundation over three years to support dedicated programming for teens and to create teen spaces in several branches.
- **International Dyslexia Association Ontario:** \$500 was received from IDA Ontario to purchase selection of decodable books that were added to the accessible collection.



## 2023 in numbers...

19,766

Digitized  
Newspaper page  
views

1,466

Internet hub  
checkouts

20,481

DVD  
checkouts

“ I think it is great that you have the new decodable books.

# Programming

Library programs returned in a big way in 2023! With all branches fully open to the public, staff rolled out a wide variety of programs for a range of ages and interests. Virtual programs continued to be offered, giving patrons options based on comfort level and accessibility.

## Highlights of programming offered through the year:

- **Passport to Discovery:** Young patrons were invited to pick up a passport from their local branch to begin a full year of learning, reading, doing, and having a whole lot of fun! They were encouraged to visit their branch each month to pick up a themed craft kit and activity sheet.
- **Huron County Author Talk:** The library launched a podcast for writers, readers, and all those intrigued by the art of the written word. Each episode features local authors discussing a number of topics. In the fall, the library partnered with the Huron County Museum to host a live event and book fair.
- **The Tiny Art Show:** The Clinton Branch made 5"x5" boards available to artists of all abilities and invited them to get creative making tiny art. The art was displayed at the branch through the month of April.
- **Remember When:** This interactive storytime for older adults was held at several branches and was designed to engage participants in sharing their own stories and memories from growing up in their communities.
- **Puzzle Competitions:** Several branches hosted competitions to determine who was the fastest puzzlemaker around!



## 2023 in numbers...

**1,631**  
Programs

**16,419**  
Program  
participants

**392**  
Tech tutoring  
participants

“ Thanks for being a big part of my social life with all the amazing activities!



# Celebrating Diversity

Each year, staff work hard to find unique ways to help make people feel welcomed and supported in our communities. Staff frequently shared reading recommendations to help expand our understanding of one another. Highlights from our collection were shared to honour Black History Month, Alzheimer Awareness, Pride Month, Mental Health Awareness, Autism Acceptance, Transgender Day of Visibility, Ramadan, National Indigenous History Month, and more.

## Some highlights of supporting our diverse communities:

- The Huron County Library made it easier to identify First Nation materials with the addition of an orange feather to book spines.
- Staff partnered with the Huron County Museum to support the first ever Huron County Pride event held in Goderich.
- In celebration of Newcomer Welcoming Week, Seaforth, Goderich and Brussels Branches hosted Meet Your Neighbour evenings to help build social connections in our communities.
- Exeter Branch partnered with St. John's Ambulance and Canadian Mental Health Association to host Paws and Play, a therapy dog game night.
- The library supported Huron County Immigration Partnership and Cultural Programs to host English Conversation Circles and the publication of the Tastes Like Home community cookbook.



## 2023 in numbers...

**349**

Newcomer  
outreach  
participants

**20,455**

Large print  
checkouts

**1,073**

Accessible  
resource  
checkouts

“ You and your staff really show kindness to everyone and make sure everyone knows they are welcome.

# Improving services

The Huron County Library is always working to improve the services we offer to our patrons, whether through improving our physical spaces, building our collections, or supporting the needs of our communities.

## Service improvements included:

- Exeter Branch underwent a space refresh with the addition of a comfortable, colourful teen lounge, improved play and storytime area, centralized public computers and new colourful acoustic baffles, and updated office space to create a more efficient workspace for staff.
- Since October 2023, the Huron County Library has made free period products available at all branches as part of a pilot project started by the Huron-Perth Period Poverty Task Force.
- Holds pick-up lockers were installed at Goderich and Bayfield, giving patrons the ability to pick up their holds when it's convenient to them. Once fully operational in 2024, the lockers will be accessible to patrons 24/7.
- In an effort to move away from the use of plastic bags, the library made reusable tote bags available to patrons to borrow to carry home their library items.



## 2023 in numbers...

**572**

Reusable tote bag checkouts

**170,588**

In-branch visits

**19,708**

Hours of service

“ I am so thankful my son and I have the library to come to. We are new to this country and are trying to meet new people and find things to do.

# 12 Branches serving Huron County

## Alice Munro Branch

**Address:** 281 Edward St., Wingham  
**Phone:** 519-357-3312  
**Email:**  
WinghamLibrary@HuronCounty.ca

## Bayfield Branch

**Address:** 18 Main St., Bayfield  
**Phone:** 519-565-2886  
**Email:**  
BayfieldLibrary@HuronCounty.ca

## Blyth Branch

**Address:** 392 Queen St., Blyth  
**Phone:** 519-523-4400  
**Email:**  
BlythLibrary@HuronCounty.ca

## Brussels Branch

**Address:** 402 Turnberry St.,  
Brussels  
**Phone:** 519-887-6448  
**Email:**  
BrusselsLibrary@HuronCounty.ca

## Clinton Branch

**Address:** 27 Albert St. S., Clinton  
**Phone:** 519-482-3673  
**Email:**  
ClintonLibrary@HuronCounty.ca

## Exeter Branch

**Address:** 330 Main St. S., Exeter  
**Phone:** 519-235-1890  
**Email:**  
ExeterLibrary@HuronCounty.ca

## Goderich Branch

**Address:** 52 Montreal St., Goderich  
**Phone:** 519-524-9261  
**Email:**  
GoderichLibrary@HuronCounty.ca

## Hensall Branch

**Address:** 108 King St., Hensall  
**Phone:** 519-262-2445  
**Email:**  
HensallLibrary@HuronCounty.ca

## Howick Branch

**Address:** 45088 Harriston Rd., RR 1  
Gorrie  
**Phone:** 519-335-6899  
**Email:**  
HowickLibrary@HuronCounty.ca

## Kirkton Branch

**Address:** 70497 Perth Road 164,  
RR 1 Kirkton  
**Phone:** 519-229-8854  
**Email:**  
KirktonLibrary@HuronCounty.ca

## Seaforth Branch

**Address:** 108 Main St. S., Seaforth  
**Phone:** 519-527-1430  
**Email:**  
SeaforthLibrary@HuronCounty.ca

## Zurich Branch

**Address:** 10 Goshen St. N., Zurich  
**Phone:** 519-236-4965  
**Email:**  
ZurichLibrary@HuronCounty.ca





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

77722B London Rd, RR5 Clinton, ON

**Phone:** 519-482-5457

**Email:** [libraryadmin@huroncounty.ca](mailto:libraryadmin@huroncounty.ca)

  @HuronCountyLibrary



May 9, 2024

By Email: [PlanningConsultation@ontario.ca](mailto:PlanningConsultation@ontario.ca)  
Provincial Land Use Plans Branch  
13th Floor, 777 Bay St  
Toronto, ON M7A 2J3

**RE: ERO Posting 019-8369**

Thank you for providing the opportunity for the Western Ontario Wardens' Caucus to comment ERO Posting 019-8369 on the proposed Planning Act, City of Toronto Act, and Municipal Act changes proposed through Bill 185.

The Western Ontario Wardens' Caucus and our fifteen upper and single tier municipalities are committed to enhancing the prosperity and overall well-being of rural and small urban communities across Western Ontario. The WOWC wishes to express its support for the Province's recent efforts and measures toward increasing housing supply throughout Ontario over the next 10 years.

The WOWC reiterates its commitment and support for the courage to take bold action to increase the supply of housing and to improve housing affordability in Ontario, and notes that Bill 185 is intended to improve service delivery while saving people and businesses time and money.

In our collective efforts to increase our supply and affordability of housing it must be understood that the landscape across rural Western Ontario includes significant swaths of rural and agricultural lands, including prime agricultural areas. The WOWC encourages the protection of Ontario's prime agricultural areas for their long-term agricultural use as a key objective.

The WOWC acknowledges the provincial initiative to enhance certainty for municipalities by revising third-party appeal rights. These revisions aim to support municipalities as they update their Official Plans and Zoning Bylaws, ensuring implementation of guided growth and as-of-right development is not delayed by lengthy and costly OLT processes.

The WOWC has reservations regarding the potential for private applications for settlement area boundary expansions at any time, as well as the restoration of appeal rights following refusal or non-decision on such expansions. These measures may divert municipal resources away from crucial planning efforts aimed at facilitating efficient growth within planned service areas.

Reintroducing appeals for settlement area boundary expansion requests could disrupt community and infrastructure planning conducted through Official Plan processes, destabilizing the certainty that other measures in Bill 185 were meant to accomplish.



If it is the Province's intent to allow adjudication of settlement area boundary decisions through the OLT, we suggest that such appeals should only be permitted at the time a decision is made on new Official Plans or Official Plan Updates. This will provide both municipalities, partner agencies/ministries, developer stakeholders, and the general public with clarity regarding when such matters are to be determined. Once settlement area boundaries are set, all can focus on implementation rather than responding to new requests.

This right of appeal was removed from the Planning Act in 2004 and has since proven to be one of the most important and effective tools for supporting 'good planning' as it ensures municipalities are able to lead, and focus their efforts and limited resources on, planning for the growth of their communities in a comprehensive and coordinated manner (i.e. ensuring logical and cost effective expansions of water and wastewater infrastructure and other public services necessary to support the planned growth, ensuring efficient use of land, supporting/ensuring increased density and intensification, supporting a range of housing options etc.) rather than constantly having to react to one off, privately initiated, settlement expansion proposals.

The WOWC additionally has concerns that limitations on third-party appeals to the might prompt concerned members of the public to exert heightened pressure on, agencies, and First Nations rights. This could potentially lead to alternative avenues pursued by concerned members of the public, such as judicial review, with uncertain costs, timeframes, and procedures.

If the province moves forward with restricting third-party appeals to the Ontario Land Tribunal, there may be benefit to further articulating that decisions that are not appealed, or decisions by the tribunal, are not subject to further review.

The WOWC also acknowledges the province's inclusion of lapsing provisions to encourage swift progression of development proposals towards construction. While we have only a few remaining legacy subdivisions approved by the province before March 27, 1995, without lapsing dates, we are concerned that the inflexibility surrounding these approvals could prompt proponents to appeal conditions, potentially delaying or circumventing their lapsing.

The WOWC proposes a review of provisions allowing proponents to appeal subdivision conditions up to final approval (or lapsing) or an expedited process to prevent municipalities from investing significant resources in addressing such appeals at the tribunal.

Therefore, the WOWC urges the province to prioritize timely and thorough engagement on proposed regulations via the Environmental Registry and stakeholder involvement. We are willing to collaborate with the province in facilitating this process.

Regarding the particular regulation-making authorities outlined in Bill 185, the WOWC acknowledges the provincial initiative to establish suitable standards that can expedite development processes and obviate the necessity for each local municipality to revise plans and by-laws to promote enhanced housing supply or address other shared priorities.

Balancing the need for expediting the approvals process, it's equally crucial to ensure sufficient consideration is given to planning for essential community infrastructure such as schools, long-term care homes, and hospitals. This alignment of resources, systems, and infrastructure is essential for fostering robust, healthy, and cohesive communities.

WESTERN ONTARIO  
**WOWC**  
WARDENS CAUCUS

Regarding the authority to grant assistance, we recommend that the province offer clearer guidance on whether regulations under this act are expected to be extended to multiple municipalities, potentially creating competition among communities across Ontario to attract investment, or to harmonize incentives for particular initiatives aimed at drawing specific investments to specific communities within Ontario.

As always, the WOWC appreciates the opportunity to provide input on the changes proposed through Bill 185. We look forward to working with the provincial government and our municipal counterparts to protect Western Ontario's agricultural land while sustaining and growing Ontario's housing supply.

When we work collaboratively together our communities reap the rewards.

Sincerely,



Glen McNeil  
Chair, Western Ontario Wardens' Caucus

cc.

Minister Paul Calandra  
MPPs Western Ontario  
Association of Municipalities of Ontario  
Western Ontario Municipalities





May 9, 2024

By Email: [MFPB@ontario.ca](mailto:MFPB@ontario.ca)  
Provincial Land Use Plans Branch  
13th Floor, 777 Bay St  
Toronto, ON M7A 2J3

**RE: ERO Posting 019-8371**

Thank you for providing the opportunity for the Western Ontario Wardens' Caucus to comment on ERO Posting 019-8371 on the proposed changes to the Development Charges Act.

The proposed changes are welcome partial reversals of previous changes that impact the ability of municipalities to cover the costs of servicing and planning for growing communities.

We would like to see the legislation take a further step to reinstate both housing services and the cost of land as eligible DC costs. Together, these changes are costing municipalities \$4 billion over a 10-year period and will have a material impact on municipalities' ability to invest in community housing.

As always, the WOWC appreciates the opportunity to provide input on the Development Charges Act changes proposed through Bill 185. We look forward to working with the provincial government and our municipal counterparts to protect Western Ontario's agricultural land while sustaining and growing Ontario's housing supply.

When we work collaboratively together, our communities reap the rewards.

Sincerely,

A handwritten signature in black ink that reads "Glen McNeil".

Glen McNeil  
Chair, Western Ontario Wardens' Caucus

cc.

Minister Paul Calandra  
MPPs Western Ontario  
Association of Municipalities of Ontario  
Western Ontario Municipalities



May 9, 2024

By Email: [growthplanning@ontario.ca](mailto:growthplanning@ontario.ca)  
Provincial Land Use Plans Branch  
13th Floor, 777 Bay St  
Toronto, ON M7A 2J3

**RE: ERO Posting 019-8462**

Thank you for providing the opportunity for the Western Ontario Wardens' Caucus to comment on ERO Posting 019-8462 on the proposed 2024 Provincial Planning Statement through the Environmental Registry of Ontario.

The Western Ontario Wardens' Caucus and our fifteen upper and single tier municipalities are committed to enhancing the prosperity and overall well-being of rural and small urban communities across Western Ontario. The WOWC wishes to express its support for the Province's recent efforts and measures toward increasing housing supply throughout Ontario over the next 10 years.

Many of our partner municipalities deliver planning services to lower tier municipalities as well as a range of housing services, including the construction of County owned/operated housing.

This letter outlines PPS policy modifications perceived as advantageous by the WOWC and its partnering municipalities, as they contribute to bolstering the availability of affordable housing in the region. Additionally, it underscores areas of concern that could impede our capacity to efficiently plan for cohesive communities and safeguard natural and agricultural resources.

**Agriculture Policy Changes**

In our collective efforts to increase our supply and affordability of housing it must be understood that the landscape across rural Western Ontario includes significant swaths of rural and agricultural lands, including prime agricultural areas. The WOWC encourages the protection of Ontario's prime agricultural areas for their long-term agricultural use as a key objective. The removal of the permission to create up to three residential lots in prime agricultural areas is greatly appreciated.

The proposed PPS mandates the allowance of up to two Additional Residential Units (ARUs) on lots within Prime Agricultural Areas where residential dwellings are permitted. Newly introduced stipulations require these ARUs to be "limited in scale" and to "minimize land use for non-agricultural purposes."

We recommend that the wording of the proposed new policy be changed to "up to two additional dwelling units may be permitted," instead of the current language of "shall be permitted".

We appreciate the proposed policies that advocate for the clustering of Additional Residential Units (ARUs) and aim to minimize their impact on farmland.

In addition, the proposed maximum of two ARUs per farm lot needs to be clarified to indicate that only one of those units is permitted in an ancillary structure (i.e. the other must be located within the principal dwelling) which would be consistent with the direction on ARUs in settlements and minimize the impact to agricultural lands/operations. A further best practice would be to limit ARUs to a maximum of two per farm operation (i.e. regardless of the number of parcels comprising that farm operation).

The surplus farm dwelling severance policy (4.3.3.1 c) needs to be clarified to include all dwellings, principal plus ARU can be severed as a residence surplus to an agricultural operation and that no further severance would be permitted from the cluster.

The suggested amendments to the PPS policy, mandating an “agricultural systems approach,” offering guidance on Agricultural Impact Assessments, and bolstering support for the agri-food network, are all viewed favorably and embraced.

### **Employment Lands**

The narrowing of the Employment Areas definition risks eliminating protection for business parks, encompassing lighter industrial, institutional, and office uses. Such a change might present economic development hurdles for municipalities. Revising existing planned land uses and infrastructure within municipal Official Plans may become necessary, potentially incurring additional expenses if new Employment Areas must be identified.

Given that planning authorities may designate lands for employment purposes beyond a 30-year horizon, there is a requirement for added clarity to assist rural and small urban municipalities in gauging the necessary supply of Employment Lands over the long term. A substantial surplus of employment lands would be essential to justify the removal of employment areas.

While the proposed policies offer municipalities increased flexibility, the infrastructure and servicing expenses associated with industrial lands impose significant financial burdens. Slower-growing rural and small urban municipalities may struggle to manage the infrastructure costs of a larger supply of Employment Lands that distinguish between protected employment lands and broader areas where people work. Flexibility in converting employment lands, where suitable, can be attained without narrowing the definition of employment.

Considering that the Ministry of Finance growth projections do not include employment forecasting, we look forward to the Province providing further guidance to municipalities on employment forecasting.

### **Settlement Area Boundary Expansions**

The proposal suggests eliminating municipal comprehensive reviews as a prerequisite for settlement area boundary expansions. This marks a notable departure, as comprehensive reviews have been a fixture since the 2005 Provincial Policy Statement. The WOWC views the increased flexibility for municipalities to contemplate settlement boundary adjustments outside of Official Plan Reviews positively. Such flexibility enables partner municipalities to address the distinct growth requirements and demands of individual settlement areas, which may not be adequately captured through regional market studies or population projections.



The WOWC remains steadfast in urging the province to acknowledge the vital role of infrastructure in fostering growth within settlement areas. Securing funding support for infrastructure to meet the demands accompanying settlement area boundary expansions is paramount for municipalities. The proposed policies within the PPS could exert substantial pressure on municipal infrastructure, including sewage and water systems, roads, bridges, and stormwater management. Access to supportive provincial funding and expedited approval processes for both replacement and new infrastructure is essential for municipalities to effectively accommodate projected growth.

### Summary

As always, the WOWC appreciates the opportunity to comment on the proposed policy changes and looks forward to working with the provincial government and our municipal counterparts to protect Western Ontario's agricultural land while sustaining and growing Ontario's housing supply.

When we work collaboratively together our communities reap the rewards.

Sincerely,

Glen McNeil  
Chair, Western Ontario Wardens' Caucus

cc.

Minister Paul Calandra  
MPPs Western Ontario  
Association of Municipalities of Ontario  
Western Ontario Municipalities

# Belgrave Summary

April, 2024

## FLOWS

## Treated Flow

McCrea	1,219.00	M3	Total	2,245.00	M3
Jane	1,234.00	M3			
<u>Total</u>	2,453.00	M3			

## TURBIDITIES (Raw)

<u>McCrea</u>			<u>Jane</u>		
Max:	0.19	NTU	Max:	0.14	NTU
Min:	0.19	NTU	Min:	0.14	NTU
Average:	0.19	NTU	Average:	0.14	NTU

## CHEMICAL USE

### Total Dosage

Cl2 Dosage	Average:	3.25	ppm
Total Cl2 Used:		7.30	kg

### Online

Cl2 Residual (free)	Max:	2.67	ppm
	Min:	1.78	ppm
	Average:	2.04	ppm

Potassium Permanganate	142.98	L
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### Grab

Cl2 Residual (free)	Max:	2.20	ppm
	Min:	1.77	ppm
	Average:	1.98	ppm

## BACTERIOLOGICAL TESTING

### Treated Water to Distribution

Treated Total Counts		
Tests Done:	5	
E.Coli Found:	0	
Total Coliform Found:	0	

### Jane Raw Water

Raw Total Counts		
Tests Done:	5	
E.Coli Found:	0	
Total Coliform Found:	0	

### Treated Heterotrophic Plate Counts

Tests Done:	5
Counts >500/ml:	0

### McCrae Raw Water

Raw Total Counts		
Tests Done:	5	
E.Coli Found:	0	
Total Coliform Found:	0	

### Distribution Water

Tests Done:	10
E.Coli Found:	0
Total Coliform Found:	0

### Treated Heterotrophic Plate Counts

Tests Done:	5
Counts >500/ml:	0

**CHLORINATION ON DISTRIBUTION SYSTEM**

**Belgrave**

Cl2 Residual (free)

Max:	2.08	ppm
Min:	1.43	ppm
Average:	1.72	ppm
Sites Tested:	23	
Sites Tested < 0.05:	0	

**Operators that operated the system.**

<b>Jeff Johnston</b>	Water Treatment Subsystem Class 2	83169	April 30,2024
<b>Kole Kennedy</b>	Water Treatment Subsystem OIT	OT118726	July 31, 2025
<b><u>Gary Nicholson</u></b>	Water Treatment-Class 2 Class 2	95123	July 31, 2025
<b>Ryan MacKay</b>	Water Treatment - OIT	OT100634	April 30, 2021

**The required testing was completed to the best of our knowledge.**

**From:** [Goderich to Guelph Rail Trail Inc](#)  
**To:** [Trevor Hallam](#)  
**Subject:** Save The G2G Rail Trail!  
**Date:** Tuesday, May 14, 2024 5:19:20 PM  
**Attachments:** [17157209112.png](#)  
[17157209113.png](#)  
[17157209114.png](#)  
[17157209115.png](#)  
[17157209116.png](#)  
[17157209117.png](#)  
[17157209128.png](#)

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## Our Trail, Our Legacy

Dear G2G Rail Trail Community,

We need your help to save the G2G Rail Trail! As valued supporters and champions of this iconic trail, you've witnessed firsthand the beauty, adventure, and community it fosters.

However, we're facing a critical juncture where the future of the trail hangs in the balance. Due to various challenges, including maintenance costs, infrastructure upgrades, and environmental preservation efforts, the sustainability of the G2G Rail Trail is under **threat**. Without increased support from dedicated individuals like you, we risk losing this invaluable asset that connects communities, promotes wellness, and celebrates nature. But **together, we can make a difference!**

We're launching the #SaveG2G campaign to mobilize our community and ensure the continued success of the trail. Your support is vital in securing the G2G Rail Trail's future for generations to come.

Whether through donations, volunteering, spreading awareness, or advocating for governmental support, **every contribution counts.**

**Here's how you can help:**

**Donate:** Your financial contributions directly fund maintenance, improvements, and conservation efforts along the trail. Visit [our website](#) or [click here](#) to make a difference today.

**Volunteer:** Join our dedicated team of volunteers to assist with trail maintenance, clean-up initiatives, and community events. Your time and effort are invaluable in preserving the G2G Rail Trail experience. [Click here to "get involved"](#)

**Spread the Word:** Share your G2G Rail Trail experiences on social media using [#SaveG2G](#). Encourage your friends, family, and followers to join the cause and support our mission.

**Advocate:** Reach out to local officials, businesses, and organizations to advocate for increased funding and support for the G2G Rail Trail. Together, we can amplify our voice and make a meaningful impact.

**Remember**, the G2G Rail Trail is more than just a trail – it's a symbol of unity, exploration, and resilience.

Let's come together to protect and preserve this cherished resource for current and future generations. **Thank you** for being a part of our journey. Together, we can ensure that the G2G Rail Trail remains a beacon of inspiration and adventure for years to come.

With gratitude,

Willow Hall  
Executive Director  
G2G Rail Trail Inc.



[info@g2gtrail.com](mailto:info@g2gtrail.com)

Registered Charity # 83590 6231 RR001



G2G Rail Trail Inc.  
19-279 Weber Street N.  
Waterloo, ON  
N2J 3H8

Want to unsubscribe? [click here to unsubscribe](#)

**Outstanding Action Items  
Open Session**

May 21

Meeting Date	Action Item	Action By	Current Status	Next Step
October 17, 2023	Tender for Site Plan Conformity Work	CAO	Tender issued, closing May 28	Tender results will be presented to Council for award June 4.
January 9, 2024	Grant and Donation Policy Review	CAO	Policy under review by staff	Report to Council with recommended updates to Policy
February 6, 2024	Turnberry Conservation Area Memorial Gate Repairs	CAO	Staff procuring quotes and working with MVCA to determine best plan of action	Report to Council with quotes and proposed plan of action.
May 7, 2024	Planning Fee Changes	Planning Department/CAO	Planning Department preparing follow up report for Council	Planning Department representatives to attend June 4 meeting to present.



**CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**

**BY-LAW NO. 25 - 2024**

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Being a by-law to adopt a Document Commissioning Policy for the Corporation of the Municipality of Morris-Turnberry.

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

**WHEREAS** Section 1 of the *Commissioners for Taking Affidavits Act, R.S.O. 1990, c. 17*, as amended, provides that persons who hold an office or an office of a class that is prescribed by the regulations made under this Act are, by virtue of office, commissioners for taking affidavits in Ontario;

**WHEREAS** Clerks, Treasurers, and their Deputies, by virtue of office, are authorized by the Minister of Justice to act as Commissioner of Oaths, in the geographic area established under the *Territorial Division Act, 2002* in which their municipal is situate;

**WHEREAS** the Council of the Corporation of the Municipality of Morris-Turnberry is desirous of adopting a Document Commissioning Policy;

**NOW THEREFORE**, The Council of the Corporation of Morris-Turnberry hereby enacts as follows:

1. That the Document Commissioning Policy attached hereto as Schedule "A" is hereby adopted and shall form part of this by-law.
2. That this by-law shall come into force and take effect immediately upon passage.

**Read a FIRST and SECOND time this 21<sup>st</sup> day of May 2024**

**Read a THIRD time and FINALLY PASSED this 21<sup>st</sup> day of May 2024**

---

Mayor, Jamie Heffer

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Clerk, Trevor Hallam

<b>Municipality of Morris-Turnberry</b>	
<b>Commissioning of Documents Policy</b>	
<b>Approved By:</b> Council	<b>Date:</b> May 21, 2024
<b>Last Review Date:</b> May 21, 2024	<b>Effective Date:</b> May 21, 2024

***Purpose:***

The purpose of this policy is to outline information for the public with respect to Commissioner of Oath services provided by the Municipality of Morris-Turnberry; as well as standardize the process/procedure and types of documents that can and cannot be commissioned by the Municipal staff for the public.

**1. Background**

- 1.2 Clerks, Deputy Clerks, Treasurers and Deputy Treasurers, by virtue of office, are authorized by the Minister of Justice through the [Commissioners for Taking Affidavits Act](#) to act as Commissioners of Oaths, within the limits of their Municipality.
- 1.3 A Commissioner of Oaths is a person authorized by the Province of Ontario to administer Oaths and take affidavits or declarations required by legislation or regulation.
- 1.4 Commissioner of Oaths services are provided by authorized staff between the hours of 8:30AM and 4:30PM, Monday to Friday, at the Morris-Turnberry Municipal office. An appointment is recommended to ensure the availability of the staff authorized to perform these services.

**2. Commissioner of Oath Services**

- 2.1 A Commissioner of Oaths is empowered under provincial legislation to administer and witness the swearing of oaths or solemn affirmations in the taking of an affidavit for any potential legal matter. Commissioner of Oaths can also witness any declaration as required under a statute.
- 2.2 The person swearing an oath, making an affirmation or making a declaration is called a deponent or declarant.

2.3 The deponent must appear before the Commissioner of Oaths. Proper identification such as a valid driver's license, current passport or any other government issued photo identification that includes the deponent's signature must be presented as well as the completed affidavit with the exception of the signature. The signing of the affidavit must be completed in the presence of the Commissioner of Oaths. The Commissioner shall not commission the document if it is not signed in their presence.

2.4 A Commissioner of Oaths only certifies by affixing a stamp or seal that the required oath or affirmation or declaration has been properly administered. Under the Commissioners for Taking Affidavits Act, Commissioners of Oaths do not certify the truth of the statement contained in a document; that responsibility remains with the deponent.

2.5 The Commissioner of Oaths is not responsible for the content of the affidavit. It is the responsibility of the deponent. The deponent must understand not only the details to which they will attest, but also the fact that they are swearing an oath that the details are correct.

2.6 The public shall be advised as follows:

2.6.1 The Municipality of Morris-Turnberry Commissioner of Oaths will commission documents relating to the following:

- a) Planning Applications
- b) Domestic and Foreign Pension documents (Proof of Life)
- c) Statutory Declaration of Apprenticeship hours
- d) Canadian Citizenship forms
- e) Delayed statement of Live birth
- f) Name Change documents
- g) Statutory Declaration of Lost Identification (must include police report number)
- h) Sworn statement for the transfer of a used motor vehicle in the Province of Ontario
- i) Statutory declaration for OSAP – Statement of Common Law Status/supporting children
- j) Affidavit for unregistered vehicle
- k) Immunization Health form
- l) Statutory declaration of Common-law union (single signature) – Service Canada form
- m) Application for Change of Sex Designation on a Birth Registration.

2.6.2 The Municipality of Morris-Turnberry Commissioner of Oaths will NOT sign documents relating to the following:

- a) Wills, “Living Wills”, Codicils to Wills or Estate Settlement documents
- b) Power of Attorney
- c) Divorce or Separation documents
- d) Custody documents
- e) Documents related to debt
- f) Real estate related documents, statements, transfer of land
- g) Court, Legal or Civil issue related documents
- h) Age of Majority or BYID Card application
- i) Documents that need to be notarized
- j) Letters of Invitation to obtain a visa to visit Canada
- k) Travel Affidavit – consent letter for children
- l) Proof of Loss for Insurance documents
- m) Any document that is to be executed by an individual acting in their capacity as a Power of Attorney
- n) Documents that are in any language other than English

2.7 Documents not specified within section 2.6.1 of this policy will be commissioned at the discretion of the Commissioner. The Commissioner shall ensure that doing so is not in conflict with any of the provisions of this policy or applicable legislation.

2.8 Notwithstanding Section 2.6.1 of this policy, it is at the discretion of the individual Commissioner of Oaths whether or not they choose to sign the document. If a Commissioner of Oaths is uneasy about the identify of the deponent or the content of the document for any reason, they may refuse to sign the document and the deponent will be referred to a lawyer.

2.9 The Commissioner of Oaths will not prepare or edit affidavits, nor provide legal advice. The Commissioner of Oaths will not counsel or assist a person with completing the affidavit document. Any assistance required should be directed to the agency or party that has requested the form. The Municipality does not supply blank affidavit forms.

2.10 If the affidavit refers to an Exhibit, then the Exhibit must be attached at the time the deponent(s) swears the affidavit. The Commissioner is required to verify that the Exhibit(s) attached to the affidavit are in fact those to which the deponent has referred



to in the body of the affidavit and mark and sign accordingly.

2.11 The Municipality does not provide interpreters for their signing of affidavits. It is the responsibility of the applicant to obtain and provide an interpreter, if required.

2.12 For documents that the Commissioner of Oaths is unable to sign, the public will be referred to Commissioner of Oaths within the community, A Court Office, Justice of the Peace or a local legal firm for further assistance.

### 3. Notary Public

3.1 A Commissioner of Oaths cannot notarize documents. Documents that specify a signature required by a Notary Public will be referred to local legal firms, Justice of the Peace, or similar vocations eligible to notarize documents.

### 4. Certify True Copies

4.1 Municipal Clerks are authorized by the *Municipal Act, 2001 (within Subsections 253(1) & (2) and Section 447.6)* to certify copies of municipal records as “true copies” of the original documents.

4.2 Commissioner of Oaths, including Clerks, have no authority to “certify” any other documents as “true copies” of the originals.

### 5. Compliance

5.1 All Commissioner of Oaths for the Municipality of Morris-Turnberry are required to comply with the Municipality of Morris-Turnberry Document Commissioning policy as well as the [Commissioners for Taking Affidavits Act](#).

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED



**CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**

**BY-LAW NO. 26-2024**

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Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and Veolia Water Canada Inc for services as Operating Authority and Overall Responsible Operator for the Belgrave Water System.

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**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 has certain responsibilities under Section 11 of the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32 as the owner of the Belgrave Water System;

**AND WHEREAS** Section 14(2) of the *Safe Drinking Water Act* provides that if an owner of a drinking water system enters into an agreement with an accredited operating authority, the owner may, in the agreement, delegate a duty imposed on the owner under that Act to the accredited operating authority.

**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 Veolia Water Canada Inc for services as Operating Authority and Overall Responsible Operator for the Belgrave Water System;

**NOW THEREFORE**, the Council of the Corporation of the Municipality enacts as follows:

1. That the Mayor and Clerk of the Municipality are hereby authorized to execute and affix the Corporate Seal to enter into the Agreement between the Corporation of the Municipality of Morris-Turnberry and Veolia Water Canada Inc, attached hereto Schedule 'A', and forming part of this by-law; and
2. That this by-law shall come into effect on the day it is passed.

**Read a FIRST and SECOND time this 21<sup>st</sup> day of May 2024**

**Read a THIRD time and FINALLY PASSED this 21<sup>st</sup> day of May 2024**

---

Mayor, Jamie Heffer

---

Clerk, Trevor Hallam

## SERVICES AGREEMENT

THIS AGREEMENT effective as of the first (1) day of June, 2024 (the “**Effective Date**”),

BETWEEN

**VEOLIA WATER CANADA, INC.**, a corporation established under the *Ontario Business Corporations Act*

(“**Veolia**”)

AND

**The Corporation of the Municipality of Morris-Turnberry,**

(the “**Owner**”)

### RECITALS

- (a) Veolia is in the business of providing operations and maintenance services for certain drinking water systems in Ontario.
- (b) The Owner is the owner of the drinking water system described in Schedule A (the “**Facility**”).
- (c) The Owner wishes to retain the services of Veolia to operate and maintain the Facility in accordance with the provisions of this agreement (the “**Agreement**”).
- (d) The Owner and Veolia (collectively, the “**Parties**” and each a “**Party**”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facility.

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Owner and Veolia agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

## ARTICLE 2 RESPONSIBILITIES OF VEOLIA

### 2.1 Retention of Veolia

The Owner hereby retains Veolia to assume and carry out the responsibilities of Operating Authority and Overall Responsible Operator for the Facility, as more particularly described in Schedule C to this Agreement (the “**Services**”) in accordance with the terms and subject to the conditions set forth in this Agreement.

### 2.2 Performance of Services

- (a) Veolia shall provide the Services commencing on the Effective Date, except in any of the following circumstances (each, an “**Uncontrollable Circumstance**”), in which case Veolia may, in its discretion, temporarily cease to provide, or reduce the level of provision of, the Services or terminate this Agreement forthwith effective upon notice of such termination or upon prior notice;
  - (i) Where the Owner, or any of its contractors and/or agents, breaches a term of this Agreement, or fails to comply with any order, directive or other instruction from any federal, provincial, territorial, or local government entity or regulatory authority (a “**Governmental Authority**”);
  - (ii) Where there is a failure of any equipment at the Facility including a mechanical or electrical failure or an emergency breakdown, unless such failure is caused by Veolia;
  - (iii) Where the water transmitted to the Facility for treatment contains substances or materials that (i) may create a fire or explosion hazard at the Facility; (ii) may cause corrosive structural damage to the Facility; (iii) contain solid or viscous pollutants in amounts which will cause obstruction to the flow in the Facility; (iv) may result in the presence of toxic gases, vapours or fumes within the Facility in a quantity or quality that may cause health and safety problems; (v) cannot be adequately treated or removed by the Facility’s processes or cause a failure of the physical, biological, and/or chemical treatment processes;
  - (iv) Where the treatable contaminant concentrations, loadings, or volume of the water transmitted to the Facility cannot be treated or removed by the Facility’s treatment processes, or the quantity or quality of water transmitted to the Facility exceeds the Facilities’ design and operating capabilities;
  - (v) Where the Owner does not maintain and operate the Facility in accordance with Applicable Laws, the EER or as reasonably recommended by Veolia;
  - (vi) Where a Force Majeure Event occurs;

- (vii) Where a Change in Applicable Laws occurs; or
- (viii) Where the Facility ceases to be in compliance with Applicable Laws.
- (b) If Veolia ceases to provide or reduces the level of provision of Services in the event of an Uncontrollable Circumstance as set out in Section 2.2(a) of this Agreement, Veolia shall, when practicable, try to give the Owner reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by Veolia, shall not constitute default under this Agreement or give rise to any Claim for damages suffered by the Owner if and to the extent caused by occurrences or circumstances beyond the reasonable control of Veolia including Uncontrollable Circumstances, and/or a Force Majeure Event.
- (d) In the event that Veolia determines that a deficiency exists with respect to the compliant operation of the Facility, Veolia will use its reasonable commercial efforts to contact the Owner to inform the Owner of such deficiency. If Veolia offers to provide additional services to undertake any remedial measures to correct such deficiency, Veolia will obtain the Owner's approval prior to undertaking any remedial measures. The Owner acknowledges that such measures may be beyond the scope of the Services and will be considered an Additional Service.
- (e) Notwithstanding Section 2.2(d) above, the Owner recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, Veolia's primary concern will be to use commercially reasonable efforts to maintain the Facility in compliance with Environmental Laws and that Veolia may, but shall not be obligated to, correct a deficiency or deal with the emergency situation without obtaining the Owner's prior approval. Should such a situation arise, Veolia shall advise the Owner as soon as reasonably possible and will work with the Owner to ensure the emergency situation is appropriately addressed.
- (f) The Owner acknowledges and agrees that Veolia bears no responsibility for the design of the Facilities.
- (g) The Facility will be operated by certified operators and other trained staff as required by Applicable Laws. Veolia shall have discretion to staff the Facility as required to fulfil delivery the Services in accordance with this Agreement and may subcontract to third parties to provide certain Services hereunder.

### **2.3 Veolia as Independent Contractor**

In performing the Services, Veolia shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither Veolia nor its employees, agents or subcontractors shall be subject to the direction and control of the Owner, except as expressly provided in this Agreement.

## 2.4 Insurance

During the Term, Veolia and the Owner shall arrange for and maintain insurance coverage as described in Schedule E to this Agreement.

### ARTICLE 3 RESPONSIBILITIES OF THE OWNER

#### 3.1 Representations and Warranties of the Owner

- (a) The Owner has the full power and authority to enter into and perform its obligations under this Agreement, including but not limited to, the power and authority to pay all amounts owing to Veolia under this Agreement as they become due, including any interest charges on late payments.
- (b) At all times during the Term, the Facility shall remain the property of the Owner.
- (c) As the owner of the Facility, the Owner is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facility under Applicable Laws, including without limitation its responsibilities under the SDWA and its regulations.
- (d) The Owner has obtained all Authorizations and an EER required for the lawful operation of the Facility and there are no other Authorizations necessary to operate the Facility, the absence of which would have an adverse effect on the ability of Veolia to operate the Facility in compliance with Applicable Laws. The Owner has provided a copy of each such Authorization and the EER and any and all amendments to Veolia. Each Authorization and EER is valid, subsisting and in good standing, and the Owner is not in default or breach of any Authorization or EER and no proceeding is pending or threatened to revoke or limit any of these Authorizations or the EER.
- (e) As of the date of execution of this Agreement, the Facility is in compliance with all Applicable Laws and that the Owner operates and will continue to operate the Facility and any of the property associated with the operation of the Facility (the “**Related Property**”) in compliance with all Authorizations, the EER and Applicable Laws, and has provided Veolia with copies of all correspondence between the Owner and any regulatory authority that is relevant to the proper operation of the Facility, including all correspondence concerning environmental or occupational health and safety matters.
- (f) The Facility and all related equipment are in good and proper working order and the Owner shall be responsible for the corrective maintenance of the Facility and all related equipment during the Term.
- (g) The Owner has provided Veolia with copies of all current reports, audits and inspections that have been performed at the Facility, including the EER, or on the Related Property related to the operation of the Facility and copies of all other



documents that are relevant to the proper operation of the Facility, including but not limited to, all operation manuals, maintenance records and emergency response plan.

- (h) The Owner is not aware of the deposit, discharge, emission, release, spill or disposal of any hazardous substance on, or from the Facility or the Related Property. The Owner is not aware of any outstanding charge, notice, direction, order or claim made by any person (including without limitation any individual or government, whether federal, provincial or municipal) concerning the release or threatened release of any hazardous substance from, in or on the Facility or the Related Property or for non-compliance with, or the imposition of liability pursuant to, Environmental Laws.
- (i) The Owner warrants that there are no pre-existing conditions existing at the Facility which would affect Veolia's ability to operate the Facility in compliance with the terms of this Agreement and Applicable Laws.

### **3.2 Covenants of the Owner**

The Owner hereby covenants the following for the benefit of Veolia:

- (a) The Owner agrees to promptly pay all amounts owing to Veolia under this Agreement as they become due, including any interest charges on late payments.
- (b) The Owner shall and shall cause its agents, subcontractors, employees and consultants to meet the Owner's obligations and comply with Applicable Laws, the EER, Authorizations, and any instructions, directions and directives issued by a Governmental Authority or as directed by Veolia applicable to the Facility.
- (c) The Owner shall, as soon as is reasonably practicable, upon receipt thereof, provide Veolia with all information relating to the Facility which could be related to the provision of the Services, including but not limited to, any problems that arise with respect to the Facility, any engineering report in respect of the Facility, any Authorization or amendment to any Authorization, and any government notice or order pertaining to or relating to the Facility.
- (d) The Owner agrees to promptly commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders and/or to address any health and safety issues identified by Veolia or any Governmental Authority.
- (e) The Owner shall act reasonably and prudently in its plans for Capital Expenditures, upgrades, renewal and replacements of the Facility and shall repair and maintain the Facility to ensure that the Facility complies with all Applicable Laws, Authorizations and the EER for the Facility and remains at all times during the Term in good and proper working order.

- (f) The Owner shall be responsible for maintaining in good standing all Authorizations to operate the Facility and enable it to enter into and perform its obligations under this Agreement.
- (g) The Owner shall provide Veolia with exclusive access to the Facility and other areas on the Related Property required by Veolia to exercise its rights and perform its obligations under this Agreement. The Facility shall be suitably secured at all times and public access to the Facility shall be restricted to the exclusive access of Veolia. No other person may access, operate, maintain, or make adjustments or changes to the Facility, without Veolia's prior notification and upon the terms set by Veolia. A Veolia operator or authorized personnel will assess the notification and will make the decision to be on site to supervise any inspections, maintenance, repairs or changes made to the Facility by or coordinated by the Owner, including but not limited to, repairs to the distribution/plumbing systems, system inspections or maintenance, and such supervision shall be considered an Additional Service.
- (h) Veolia shall coordinate availability at all times during the Term at the Facility of an inventory of replacement equipment parts as may be required from time to time for the proper operation and maintenance of the Facility, such as UV bulbs, filters and chemicals, which replacement equipment parts and Veolia's time in coordinating their supply shall be billed to and paid for by the Owner as an Additional Service.
- (i) The Owner shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Owner and that distribute water from the Facility.

#### ARTICLE 4

### TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

#### 4.1 Term of Agreement

This Agreement shall start on the Effective Date and shall continue in effect for a term of five (5) years, ending on December 31, 2029 (the "**Initial Term**") and shall renew automatically for additional one year terms (each, a "**Renewal Term**"), unless either of the Initial Term or the Renewal Term (collectively, the "**Term**") is earlier terminated:

- (a) by mutual written agreement of the Parties;
- (b) by either Party pursuant to Section 6.1 of this Agreement, or
- (c) by Veolia pursuant to Sections 2.2(a) or 6.2 of this Agreement

subject to Section 6.3 of this Agreement.

#### **4.2 Annual Price for the Initial Term**

Subject to any adjustments made pursuant to other provisions of this Agreement, the Owner shall pay Veolia a price for the Services for each year of the Term as described in Schedule D (the “Annual Price”).

#### **4.3 The Annual Price in Renewal Terms**

The Annual Price shall be increased annually by 3%.

#### **4.4 Payment of the Annual Price and Additional Services**

- (a) Veolia will invoice the Owner:
  - (i) monthly in advance for the Services; and
  - (ii) monthly in arrears for any Additional Services,

and the Owner undertakes to pay the invoices within 30 days of presentation. Any invoices that are not paid within 30 days will be subject to interest at 5% per year.

- (b) The first monthly invoice will be delivered to the Owner on the Effective Date *pro-rata* in proportion to the number of days remaining in such month.

#### **4.5 Items Not Included in the Annual Price; Additional Services**

- (a) The Annual Price for the Term covers charges for the Services.
- (b) Veolia may provide Additional Services to the Owner which may be undertaken by mutual consent of the Parties as to price, time of performance, terms, etc. which the Parties shall agree to in advance of the performance of such Services. Any agreed upon Additional Services will be billed at cost or time and material basis based on prices set forth in Schedule D, with a service fee of 10% of the total invoice. Cost for Additional Services shall be increased annually by 3%.
- (c) In addition to the Annual Price and cost of Additional Services, the Owner will be directly responsible for the following costs:
  - (i) any Capital Expenditures;
  - (ii) Utility Costs in respect of the Facility; and
  - (iii) costs or charges for services resulting from Capital Expenditures or a Change in Applicable Laws, policy, regulations, approvals or expansions.

#### **4.6 Change in Circumstance**

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a

Change in Applicable Laws or change in the scope of services necessary to maintain and operate the Facility (a “**Change in Circumstance**”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:

- (i) details of the Change in Circumstance;
  - (ii) details of the inadequacy of this Agreement; and
  - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change in Circumstance, including any adjustments to the Annual Price or the Services to be provided.

## ARTICLE 5 DISPUTE RESOLUTION

### 5.1 Settlement Between Parties

The parties agree that in the event that any controversy or dispute arising out of or relating to this Agreement, including its negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party (a “**Dispute**”) arises among the Parties, the disputing party shall provide the other party with written notice of the dispute and within twenty (20) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include a statement of each party’s position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high level executive or officer to work together in good faith to resolve the Dispute and the name and title of said executive shall also be included in the notice and response. The executives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party’s notice and thereafter as they reasonably deem necessary to resolve the Dispute.

### 5.2 Arbitration

If the executives have not resolved the Dispute through good faith efforts within sixty (60) days of the date of the disputing party’s notice, then, either Party may refer the matter to arbitration in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17 to be finally determined by arbitration before a single arbitrator. The seat of the arbitration shall be Toronto, Ontario. The language of the arbitration will be English. Any Party (the “**Claimant**”) may commence arbitration for a Dispute by delivering a written notice (a “**Notice of Arbitration**”) to the Party against whom the Claimant seeks a remedy (the “**Respondent**”). In the Notice of Arbitration, the Claimant shall describe the substance of the Dispute and name three individuals whom the Claimant proposes to appoint as arbitrator. Within 10 days of the receipt of the Notice of Arbitration, the Respondent shall agree to the appointment of one of the three individuals named by the Claimant or provide the Claimant in writing with a list of three other individuals whom

the Respondent proposes to appoint as arbitrator. Within 10 days of receipt of the Respondent's list, the Claimant shall agree to the appointment of one of such individuals, or provide a further list of three proposed arbitrators. The Parties shall continue to exchange lists of proposed arbitrators in this fashion until the arbitrator is appointed. If the Arbitrator is not appointed within 30 days of the initial receipt by the Respondent of the Notice of Arbitration, either Party may provide copies of the exchanged lists to the ADR Institute of Canada ("ADRIC") which shall function as an appointing authority and appoint the arbitrator. In submitting the exchanged lists to the ADRIC, the Party shall not disclose which Party put forward each proposed arbitrator. If the appointed arbitrator is not available to act, ADRIC shall appoint another arbitrator from the exchanged lists, with this process continuing until an arbitrator from the exchanged lists is appointed.

## **ARTICLE 6 TERMINATION**

### **6.1 Termination of Agreement**

This Agreement may be terminated by either Party during the Term (which for certainty includes the Initial Term and any Renewal Terms) by giving at least sixty (60) days' prior notice in writing to the other Party.

### **6.2 Liquidated Damages**

- (a) For incidents (each, an "**Adverse Incident**") where the Owner or Veolia:
  - (i) becomes insolvent;
  - (ii) fails to observe and perform any provision of this Agreement; or
  - (iii) violates any Applicable Laws,

The non-breaching party shall be entitled, in its discretion, to either (a) immediately terminate this Agreement; or (b) charge the breaching party liquidated damages in the amount up to \$9,000.00 per Adverse Incident. The Parties intend that the liquidated damages constitute compensation and not a penalty. The Parties acknowledge and agree that the breaching party's harm or actual damages caused by an Adverse Incident would be impossible or very difficult to accurately estimate as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm or actual damages that might arise from an Adverse Incident. Such liquidated damages shall cover non-breaching party's internal review and management of the Adverse Incident and any reporting required to the applicable Governmental Authority. The liquidated damages shall not cover costs related to any Governmental Authority investigation or charges. In the case of the Owner being the breaching party, such costs shall be billed to the Owner as Additional Services.

### **6.3 Early Termination and Final Settlement**

- (a) If this Agreement is terminated, neither Party shall have any obligation to the other Party following the date of termination, except with respect to any

provisions that may survive termination and that the Owner shall pay Veolia for all Services provided up to the date of termination, and any other amounts owed.

- (b) Upon termination of this Agreement, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by Veolia and amounts owing by the Owner under this Agreement owed to Veolia, no later than thirty (30) days after Veolia has provided the Owner with a final invoice.

## **ARTICLE 7 LIABILITY**

### **7.1 Indemnification**

If, during the Term (which for certainty includes the Initial Term and any Renewal Terms) of this Agreement, any Claim arising out of this Agreement or relating to the performance thereof, is made by any third party for personal injury, property damage, or other losses against either or both of the Parties to this Agreement, the provisions of this paragraph shall apply.

- (a) Each Party agrees to indemnify (the “**Indemnifier**”) and hold the other Party harmless and free from loss, cost or expense, including damage, or loss claims, attorney fees, litigation expense, and other costs, arising from the negligence or fault of the Indemnifier and to the extent of such negligence or fault. In the event a claim is based on the negligence or fault of both of the Parties, the Parties agree to cooperate in the defence of the claim; to bear their investigation and defence costs and expenses, including attorney fees and to bear their respective portions of such loss to the extent of their contributory negligence or fault.
- (b) Notwithstanding the foregoing, the Owner releases and shall indemnify and hold Veolia, its affiliates (within the meaning of the *Business Corporations Act* (Ontario)), and their respective members, directors, officers, employees, agents and subcontractors, successors and assigns harmless from and against any and all claims or losses arising or resulting from: (a) any environmental conditions on, in, under, around or at the Facility; (b) any Claim arising from non-specification raw water or wastewater; and (c) any violation of any environmental or public health and safety laws.

### **7.2 Limitation of Damages**

- (a) Except as otherwise provided in Section 6.2 (Liquidated Damages) and Section 7.1 (Indemnification), neither Party nor any of their affiliates, officers, agents and employees or contractors of any of the foregoing, shall be liable to the other Party in any action or claim for consequential, incidental, indirect or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict



liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

- (b) Veolia undertakes to perform only the Services set forth in this Agreement and makes no guarantee with respect to performance, operability, or quality of the Facility. VEOLIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED THAT ARE NOT EXPRESSLY MENTIONED HEREIN, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of Veolia to the Owner or any related entity or anyone claiming for or through them, in relation to this Agreement shall not exceed the annual operating cost of Sixty Thousand Dollars (\$60,000.00) over the Term of the Agreement (including any Renewal Terms), regardless of whether such liability arises out of breach of contract, guarantee or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal or equitable theory.

## ARTICLE 8 GENERAL

### 8.1 Freedom of Information

The Owner understands and agrees that this Agreement and any materials or information provided to Veolia through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, or as otherwise required by law.

### 8.2 Confidentiality

Owner and Veolia will treat as confidential property and not disclose to others during, or for two (2) years subsequent to the termination of, this Agreement any information concerning the other Party, including, but not limited to, any of the other Party's plans, programs, facilities, processes, products, waste materials, prices, equipment, operations, or customers which may come within the knowledge of the Party in the performance of this Agreement, or other information that is identified as confidential at the time of disclosure, without in each instance securing the prior written consent of the other Party. The Parties' obligations under applicable laws to submit reports and manifests to any Governmental Authority will not be subject to this paragraph. Information within the public domain, other than as a result of a breach of this Agreement, or known to the Parties prior to this Agreement, or that is independently developed by a Party without using any confidential information, will not be considered confidential. If the Party in receipt of confidential information is required by applicable law or legal process to disclose any confidential information, including relevant legislation related to freedom of information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Party that disclosed the confidential information of such requirements and afford the disclosing party the

opportunity to seek, at its sole cost and expense, a protective order or other remedy, including redacting portions of the confidential information.

### **8.3 Entire Agreement**

This Agreement constitutes the entire agreement between Veolia and Owner with respect to the subjects contained herein and supersedes all prior written or oral agreements, representations, warranties and understandings of the Parties pertaining to the subjects contained herein.

### **8.4 Amendments and Waivers**

No supplement, modification or amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

### **8.5 Assignment**

The Owner may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Veolia, such consent not to be unreasonably withheld. Veolia may assign this Agreement or any of its rights or obligations hereunder to, or sell the majority of its shares or business or its material assets to, or amalgamate with, any of its affiliates or any third party without the consent of the Owner, provided that such affiliate or third party agrees to be bound by the terms and conditions of this Agreement including but not limited to all confidentiality provisions.

### **8.6 Successors and Assigns**

This Agreement shall operate to the benefit of and be binding upon the Parties hereto and their successors and assigns.

### **8.7 Governing Law/venue**

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario and the federal laws of Canada applicable therein.

### **8.8 Survival**

All representations and warranties given by each of the Parties, all outstanding payment obligations, the freedom of information provisions under Section 8.1, the confidentiality obligations under Section 8.2, the indemnity and limitation of liability provisions under Article 7, and, the governing law provisions under Section 8.7 shall survive indefinitely the termination of this Agreement.

## 8.9 Force Majeure

In the event either Party is rendered unable, wholly or in part, to carry out its respective obligations under this Agreement, except for any obligations to make payment, due to circumstances beyond its reasonable control, including, without limitation, change of law, flood, natural disaster, lockouts or strikes, acts of God, an Uncontrollable Circumstance, damages caused by a party for whom Veolia is not in law responsible, or other circumstances beyond its reasonable control (each, a “**Force Majeure Event**”), then the affected obligations of such Party shall be suspended during the period of the Force Majeure Event. Commercially reasonable efforts shall be made by the Parties to avoid delay and limit any period during which such obligations might be suspended. Each Party will make a reasonable effort to inform the other Party within 48 hours of when a Force Majeure Event first occurs.

## 8.10 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law any such term, provision, covenant or restriction shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable.

## 8.11 Notices

- (a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by confirmed facsimile, by email upon receiving a “read receipt” or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by facsimile, registered mail or courier shall be deemed to have been given when received, and if by email when a “read receipt” is received.

if to the Owner:

**Corporation of the Municipality of Morris-Turnberry**

Telephone: 519-887-6137  
Email: thallam@morristorynberry.ca  
Attention: Trevor Hallam CAO/Clerk

if to Veolia:

**Veolia Water Canada, Inc.**

555 Rene-Levesque Blvd. W., Suite 1450, Montreal, QC H2Z 1B1

Telephone: 587-336-6509  
Email: marco.fontana-giusti@veolia.com  
Attention: VP Municipal Water Marco Fontana-Giusti

With a copy to: 53 State St, 14 Floor, Boston MA 02109  
(general.counselNA@veolia.com)

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

### **8.12 Independent Legal Advice**

Each of the Parties agrees that they have obtained or have had the opportunity to obtain independent legal advice in connection with the execution of this Agreement and have read this Agreement in its entirety, understands its contents and is signing this Agreement freely and voluntarily, without duress or undue influence from any party.

### **8.13 Schedules**

Schedules attached to this Agreement (including their respective attachments, if any) form an integral part of this Agreement and are incorporated herein by reference. In the event of any inconsistency between any schedule and the remainder of this Agreement, the text of the schedule in question shall be deemed to control.

### **8.14 Counterparts and Electronic Exchange**

This Agreement may be signed by the Parties manually or electronically and in separate counterparts and signatures may be exchanged by electronic means such as e-mail or fax, with such electronically exchanged signatures being binding as original and constituting valid delivery.

*(remainder of the page intentionally left blank - signature page follows)*

The undersigned, duly authorized, as they declare, hereby execute this Agreement to be effective as of the Effective Date.

<p>I have the authority to bind the Corporation.</p> <p>VEOLIA WATER CANADA, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>I have the authority to bind the Corporation.</p> <p>MUNICIPALITY OF MORRIS-TURNBERRY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**Schedule A  
The Facility**

**Description of the Facility where the Services are provided by Veolia**

- The Belgrave Well Supply (DWS #220008257), is characterized as a groundwater system and is classified as a large municipal residential system. The system consists of two wells, with a maximum capacity of 501 m<sup>3</sup>/day. The treatment building houses the controls for the system, chlorination and iron removal treatment, in-ground storage reservoirs and pressure system including pumps for the distribution system.
- One production well is located at 32 Hamilton Street (near the intersection of Jane St and referred to as the Jane Street Well), and the other at 23 McCrea Street, with both wells connected to the treatment plant at 28 McCrea Street via dedicated raw water mains. The distribution system serves the community of Belgrave with a connection to the Humphrey Subdivision (North Huron).
- The system serves a population of approximately 300 residents, with approximately 113 customer services in use (and 223 service connections total).
- The system consists of a Class 2 Treatment and Class 1 Distribution and Supply, which is owned by the Municipality of Morris-Turnberry

**Schedule B**  
**Definitions**

In this Agreement, the following terms are defined below or in the section in which they first appear:

- 1       “**Additional Services**” means any services not included in the Services, including but not limited to any necessary non-routine repairs, maintenance, generator inspections, sampling, lab analysis and associated remediation efforts to address adverse results, the distribution of boil water notices, alarm or emergency response etc.
- 2       “**Annual Price**” is defined in Section 4.2 of this Agreement.
- 3       “**Applicable Laws**” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to health protection and promotion, environment, and including Environmental Laws.
- 4       “**Authorizations**” means any by-laws, licences, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.
- 5       “**Capital Expenditures**” means any charges for capital items in relation to the Facility, including new or replacement equipment, capital repairs, any overhaul or rebuild of equipment that has met or exceeded its useful life, any non-routine work which requires a repair, modification, alteration, addition or improvement to any portion of the Facility or equipment, maintenance which is not normally performed on a routine basis and any alterations and any associated installations, commissioning, including labour and preselection charges.
- 6       “**Change in Applicable Laws**” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.
- 7       “**Claim**” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).
- 8       “**Term**” is defined in Section 4.1 of this Agreement.
- 9       “**EER**” means the Engineering Evaluation Report prepared for the Facility pursuant to O. Reg. 170/03.
- 10      “**Effective Date**” is defined on Page 1 of this Agreement.
- 11      “**Environmental Laws**” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial

decisions, injunctions, and authorizations related to environmental matters and which are applicable to the operation of drinking water facilities.

12 “**Facility**” is defined in the Recitals to this Agreement and further described in Schedule A.

13 “**Indemnifier**” is defined in Section 7.1 of this Agreement.

14 “**Initial Term**” is defined in Section 4.1 of this Agreement.

15 “**Overall Responsible Operator**” or “**ORO**” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 in respect of the Facility.

16 “**O. Reg. 128/04**” means Ontario Regulation 128/04: Certification of Drinking Water System Operators and Water Quality Analysts under the SDWA.

17 “**O. Reg. 169/03**” means Ontario Regulation 169/03: Ontario Drinking Water Quality Standards under the SDWA.

18 “**O. Reg. 170/03**” means Ontario Regulation 170/03: Ontario Drinking Water Systems under the SDWA.

19 “**Parties**” is defined in the Recitals to this Agreement.

20 “**Renewal Term**” is defined in Section 4.1 of this Agreement.

21 “**SDWA**” means the *Safe Drinking Water Act*, 2002, S.O. 2002 c.32.

22 “**Services**” is defined in Section 2.1 of this Agreement and further described in Schedule C of this Agreement.

23 “**Uncontrollable Circumstance**” is defined in Section 2.2(a) of this Agreement.

24 “**Utility Costs**” means natural gas, electricity, chemicals and diesel costs due to the operation and maintenance of the Facility.

## **Schedule C The Services**

**The Services provided by Veolia are as follows:**

### **General**

Throughout the term of the Agreement, Veolia will operate and maintain the Facility in its role as Operating Authority and ORO in accordance with Applicable Laws, including the requirements of the SDWA, O. Reg. 170/03, O. Reg. 169/03 and O. Reg. 128/04, within the design capacity and capabilities of the Facility, and except in the event of Uncontrollable Circumstances, including a Force Majeure Event.

For certainty, a “drinking water system” is defined in the SDWA as excluding plumbing, and, notwithstanding anything contrary in Applicable Laws or as otherwise set out in this Agreement, Veolia shall only be responsible for the well house and the Owner shall be responsible for all other plumbing and distribution equipment and structures.

### **Services**

In its role as Operating Authority and ORO, the Services provided by Veolia will include:

1. Regularly scheduled site visits as required for the Facility to ensure the water system is operating normally
2. Performance of operational and maintenance checks as required (for example, checking chemical pumps, flows and residuals to ensure adequate performance)
3. Conducting water sampling and testing with an accredited laboratory in Ontario as required for the Facility, and resampling and testing as necessary.
4. Maintaining records regarding the operation of the Facility included daily log books and sheets
5. Reporting to Owner and Governmental Authorities as required by Applicable Laws, including in event of adverse test results
6. Annual and monthly reporting to relevant Governmental Authority on operation of the water system as required by regulation
7. Respond to Emergency and After Hours Calls and bill time and costs as Additional Services.

**Schedule D  
Pricing**

**Annual Price as per Section 4.2:** the Owner shall pay Veolia an annual service fee in the amount of \$59 930.00, plus HST, subject to increase stated in Section 4.3.

**T&M Pricing as per Section 4.5 (b):** the Owner shall pay Veolia at the rates below, plus HST:

(a) Hourly rate for Additional Services and after hours Services	
Operator Regular Work Hours:	\$71.00/hr
Operator Overtime:	\$106.50/hr
Manager Time:	\$100.00/hr
Operator Call-ins (minimum 3 hrs.):	\$106.50/hr
(b) Rate per kilometer travel beyond normal service provision	\$ 0.70/km

**Schedule E  
Insurance**

**I. Veolia Insurance:**

Throughout the term of this Agreement, Veolia shall procure and maintain the following insurance coverages:

Automobile Insurance

Coverage: Commercial Automobile Liability (including owned, non-owned, and hired vehicles)

Limits: \$5,000,000 combined single limit per accident for non-owned and hired vehicles

\$5,000,000 combined single limit per accident for owned vehicles

General Liability Insurance

Coverage: Commercial General Liability (including contractual liability)

Limits: \$5,000,000 per occurrence  
\$5,000,000 general aggregate

General Environmental Liability Insurance

Coverage: Contractor’s Pollution Liability insurance (“CPL”)

Limits: \$2,000,000 per loss  
\$4,000,000 annual general aggregate

Details: Coverage shall include the following:

Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

Losses arising from pollution conditions that are caused by the operations of Veolia described under the Scope of Works Schedule.



Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

Workplace Safety and Insurance Board Requirements

Coverage: As required by applicable law

**II. Owner Insurance**

Throughout the term of this Agreement, the Owner shall procure and maintain at its cost the following insurance coverage naming both the Owner and the Veolia as “Named” insureds:

Property Insurance

Coverage: Standard “All-Risk” Property Insurance

Limits: Full Replacement Cost of Facilities

Deductible: \$1,000

Boiler and Machinery Insurance

Coverage: Boiler & Machinery, including mechanical breakdown

Limits: \$50,000,000 limit

Deductible: \$5,000

**III. Deductibles**

The following deductible arrangements shall be applicable to losses covered under the above insurance policies:

Fault-based

In the event Veolia is negligent, Veolia will pay the deductible. Where the Owner is negligent, the Owner will pay the deductible. In cases where both Veolia and the Owner are negligent, the deductible will be divided on a pro rata equal to each party’s proportionate fault.

No Fault

Where neither the Owner nor Veolia is negligent, the deductible will be paid as follows: Where the Owner’s property is repaired or replaced, the Owner will pay the deductible. Where Veolia’s property is repaired or replaced, Veolia will pay the deductible. In cases where the Owner’s and Veolia’s and/or a third party’s property is repaired or replaced, the deductible will be paid by both the Owner and Veolia pro rata equal to each party’s proportionate fault.



**CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**

**BY-LAW NO. 27-2024**

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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 May 21, 2024.

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**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 May 21<sup>st</sup>, 2024, 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 the 21<sup>st</sup> day of May 2024, 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 this 21<sup>st</sup> day of May 2024**

**Read a THIRD time and FINALLY PASSED this 21<sup>st</sup> day of May 2024**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam