



**MUNICIPALITY OF MORRIS-TURNBERRY**

**COUNCIL AGENDA**

**Tuesday, June 6<sup>th</sup>, 2023, 7:30 pm**

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 6<sup>th</sup> day of June 2023, 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 June 6<sup>th</sup>, 2023, 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 16<sup>th</sup>, 2023, 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 June 6<sup>th</sup> accounts in the amount of \$432,803.15.*

~

**6.0 PUBLIC MEETINGS AND DEPUTATIONS**

**6.1 CONSENT C27-2023 FENTON**

A report has been prepared by Huron County Planner Meghan Tydd-Hrynyk in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby recommends that severance application C27-2023 be approved subject to the conditions recommended in the Planner's report.*

~

6.2 ZONING BY-LAW AMENDMENT PUBLIC MEETING

Z02-2023 General Update to Morris-Turnberry Zoning By-Law

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby Adjourns their regular meeting of Council and opens a Public Meeting to consider Zoning By-Law Amendment MTu Z02-2023.*

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**PUBLIC MEETING – ZONING BY-LAW AMENDMENT**

6.2.1 Call to Order

6.2.2 Declaration of Pecuniary Interest

6.2.3 Requirement

This Public Meeting is being held under sections 34 the Planning Act, which requires that Council hold at least one public meeting and that proper notice be given.

6.2.4 General Update

We have provided Council with a report prepared by Huron County Planner, Meghan Tydd-Hrynyk, regarding the general update to the Morris-Turnberry Zoning By-Law.

6.2.5 Purpose

The purpose and effect of this amendment to the Zoning By-law 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.
- Mapping and text amendments for two properties known municipally as 182 Royal Road and 353 Turnberry Street to recognize lot area; and
- Maximum Building height set for Village Residential – Low Density (VR1) zone of 9 metres.

6.2.6 Comments – Official Plan and Zoning By-Law Amendment

1. Planner’s Report
2. Council’s Questions and/or Comments
3. Applicant and/or Agent
4. Others

6.2.7 Recommendation of the Huron County Planner

It is recommended that Zoning By-law Amendment Z02-2023 be approved.

6.2.8 Close public meeting

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby closes the Public Meeting to consider Zoning By-Law Amendment MTu Z02-2023 and reconvenes its regular meeting of Council.*

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6.2.9 Consideration of Zoning By-Law Amendment MTu Z02-2023

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law # 30-2023, being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 6<sup>th</sup> day of June 2023.*

~

## 6.2.10 Effect of Public and Agency Comments

**7.0 STAFF REPORTS**

## 7.1 CLERK

## 7.1.1 Submission of Comments to Environmental Registry of Ontario

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

## 7.2 PUBLIC WORKS

## 7.2.1 Operations Update

A report has been prepared by Director of Public Works Mike Alcock to provide an update on Public Works operations and activities. Mr. Alcock will be in attendance.

**8.0 BUSINESS**

## 8.1 TENDER RESULTS – PAVING

## 8.1.1 MT-23-114 – Hot Mix Paving Clyde Street and Queen Street Bluevale

A report has been prepared by Director of Public Works Mike Alcock in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry accepts the tender of Lavis Contracting Company Ltd. for Contract MT 23-114 Hot Mix Paving for the estimated value of \$303,932.50 (based on estimated quantities and excluding HST) and authorize the Mayor and CAO / Clerk to execute the tender and all other required documents.*

~

## 8.1.2 MT-23-115 – Hot Mix Paving Clyde Line – St. Michaels to Moncrieff

A report has been prepared by Director of Public Works Mike Alcock in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry accepts the tender of Lavis Contracting Company Ltd. for Contract MT 23-115 Hot Mix Paving for the estimated value of \$226,000.00 (based on estimated quantities and excluding HST) and authorizes the Mayor and CAO / Clerk to execute the tender and all other required documents.*

~

## 8.2 REQUEST FOR QUOTATION RESULTS – ALL-TERRAIN VEHICLE

## 8.2.1 A report has been prepared by Chief Building Official / Drainage Superintendent / Property Standards Officer / Zoning Administrator Kirk Livingston in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry accepts the quotation from Country Corners for the supply and delivery of a 2021 Argo all-terrain vehicle and accessories for a quoted \$10,801.06 (excluding HST) and authorizes CAO / Clerk and Drainage Superintendent to execute all required documents.*

~

### 8.3 TENDER RESULTS - BIVAL MUNICIPAL DRAIN

A recommendation has been prepared by project Engineer Bill Dietrich in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of Robinson Farm Drainage in the amount of \$68,574.00 (excluding HST) for the work on the BiVal Municipal Drain.*

~

### 8.4 REQUEST FOR PROPOSAL RESULTS – PAY EQUITY AND COMPENSATION REVIEW

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

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby accepts the proposal of Pesce & Associates for the provision of a pay equity and compensation review, at an estimated cost of \$14,700.00 excluding HST.*

~

### 8.5 DATAFIX VOTER LIST MANAGEMENT AGREEMENT

A report has been prepared by Deputy Clerk Kim Johnston in this regard.

*Moved by ~  
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of an agreement between the Municipality and Comprint Systems Incorporated for voter list management services.*

~

## 9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

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

10.1 Notification – Bluevale Community Committee Event

10.2 Correspondence – Changes to Aggregate Resources Act – Ministry of Natural Resources and Forestry

10.3 Board Meeting Highlights – AMDSB – 23 May, 2023

10.4 Fact Sheet – Seniors Month – Ministry for Seniors and Accessibility

10.5 Resolution – Proposed Changes to PPS and Bill 97 – Stormont, Dundas and Glengarry

10.6 Outstanding Action Items

## 11.0 **NEW BUSINESS**

None.

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

### 12.1 BIVAL MUNICIPAL DRAIN

At the April 11<sup>th</sup> meeting of Council, first and second reading were given to the BiVal Municipal Drain By-Law. The period for submitting appeals has now passed. Council may proceed to give 3<sup>rd</sup> reading to the By-law so construction can begin.

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 22-2023, being a by-law to provisionally adopt the engineer's report and authorize construction for the BiVal Municipal Drain 2023, and that it now be read a third time, and finally passed this 6<sup>th</sup> day of June 2023.*

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### 12.2 MPAC DATA SHARING AND SERVICES AGREEMENT

At the May 16<sup>th</sup> meeting of Council, staff were directed to return a by-law authorizing an agreement between MPAC and the Municipality. By-Law 31-2023 is presented there for consideration.

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 31-2023, being a by-law to authorize the Mayor and Clerk to execute and Affix the Corporate Seal to a Data Sharing and Services Agreement between the Municipality of Morris-Turnberry and the Municipal Property Assessment Corporation, and that it now be read a first, second, and third time, and finally passed this 6<sup>th</sup> day of June 2023.*

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## 13.0 **CLOSED SESSION**

None.

## 14.0 **CONFIRMING BY-LAW**

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 32-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on June 6<sup>th</sup>, 2023, and that it now be read severally a first, second, and third time, and finally passed this 6<sup>th</sup> day of June 2023.*

~

## 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 20<sup>th</sup>, 2023, 7:30 pm  
Regular Meeting of Council – Tuesday, July 4<sup>th</sup>, 2023, 7:30 pm



## MUNICIPALITY OF MORRIS-TURNBERRY

### COUNCIL MINUTES

Tuesday, May 16<sup>th</sup>, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 16<sup>th</sup> day of May 2023, 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  
Meghan Tydd-Hrynyk          Huron County Planner

#### **Others in Attendance**

Scott Stephenson              The Citizen  
Cory Bilyea                      Wingham Advance Times

#### **1.0      CALL TO ORDER**

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

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

#### **2.0      ADOPTION OF AGENDA**

*Motion 120-2023*

*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 16<sup>th</sup>, 2023, as circulated.*

Carried.

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

None.

#### **4.0      MINUTES**

*Motion 121-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the May 2<sup>nd</sup>, 2023, Council Meeting Minutes as written.*

Carried.

**5.0 ACCOUNTS**

*Motion 122-2023*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the May 16<sup>th</sup> accounts in the amount of \$326,873.15.*

*Carried.*

**6.0 PUBLIC MEETINGS AND DEPUTATIONS**

**6.1 PUBLIC MEETINGS**

**6.1.1 BIVAL MUNICIPAL DRAIN COURT OF REVISION**

The meeting to consider the engineer's report for the BiVal Municipal Drain 2023 was held on April 11<sup>th</sup>, 2023. Notice of the sitting of the Court of Revision was sent on April 12<sup>th</sup>, 2023. No appeals were received by the deadline of May 6<sup>th</sup>.

On April 11<sup>th</sup> Council appointed Mayor Heffer, Deputy Mayor Freiburger and Councillor Zinn to sit on the Court of Revision.

**6.1.2 Open Court of Revision**

*Motion 123-2023*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby adjourns their regular meeting of Council and enters into the Court of Revision for the BiVal Municipal Drain 2023.*

*Carried.*

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**BiVal Municipal Drain 2023 Court of Revision**

**6.1.2.1 Appointment of Chair**

*Motion 124-2023*

*Moved by Kevin Freiburger  
Seconded by Sharen Zinn*

*THAT Mayor Heffer be appointed as Chairperson for the BiVal Municipal Drain 2023 Court of Revision.*

*Carried.*

**6.1.2.2 Call to order by the Chairperson.**

Mayor Heffer called the Court of Revision to order at 7:32 pm

**6.1.2.3 Appeals**

No appeals were received by the deadline of May 6<sup>th</sup>.

**6.1.2.4 Late or Verbal Appeals**

No late appeals were received in advance of the meeting. There were no appeals from those in attendance.

6.1.2.5 Adjournment

*Motion 125-2023*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT, there being no appeals to the assessment schedule as prepared by the engineer, the Court of Revision for the BiVal Municipal Drain 2023 be adjourned.*

*Carried.*

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*Motion 126-2023*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby resumes their regular meeting of Council.*

*Carried.*

**7.0 STAFF REPORTS**

**7.1 BY- LAW ENFORCEMENT**

**7.1.1 By-Law Enforcement Activities – March and April 2023**

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

**7.2 BUILDING**

**7.2.1 Building Department Activities – March and April 2023**

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

**7.3 PLANNING**

**7.3.1 Proposed New Provincial Policy Statement, 2023 and Bill 97 Changes to the Planning Act**

Mayor Heffer noted that Ms. Tydd-Hrynyk was also presenting at the Howick Township Council meeting this evening and that this agenda item would be postponed until she arrived.

**8.0 BUSINESS**

**8.1 MPAC DATA SHARING AND SERVICES AGREEMENT**

A proposed Data Sharing and Services agreement with MPAC was provided for the information of Council.

*Motion 127-2023*

*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 a Data Sharing and Services Agreement between MPAC and the Municipality to the next meeting of Council.*

*Carried.*



## **9.0 COUNCIL REPORTS**

Kevin Freiburger

Attended a meeting of the Bluevale Community Committee on May 3<sup>rd</sup>.

Jamie McCallum

No report.

Sharen Zinn

No report.

Jodi Snell

No report.

Jamie Heffer

No report.

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

- 10.1 Press Release – AORS – Alcock named President
- 10.2 Correspondence – AORS Trade Show
- 10.3 Correspondence – Enbridge Gas – Locate Charges
- 10.4 Correspondence – Huron County Pride – Pride Month and Pride Flag
- 10.5 Minutes – CHIP – April 12, 2023
- 10.6 Minutes – MVCA – April 19, 2023
- 10.7 Report – Belgrave Water – April 2023
- 10.8 Report – OGRA Conference – Deputy Mayor Freiburger
- 10.9 Resolution – Prince Edward County – Changes to PPS
- 10.10 Resolution – Municipality of Tweed – Hydro/Bell Canada Poles
- 10.11 Outstanding Action Items

## **11.0 NEW BUSINESS**

None.

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

### **12.1 SCHWARTZENTRUBER MUNICIPAL DRAIN**

At the March 7<sup>th</sup> meeting of Council, first and second reading were given to the Schwartzentruber Municipal Drain By-Law. A tender for the project was accepted at the May 2<sup>nd</sup> meeting, and the period for submitting appeals has passed.

*Motion 128-2023*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*THAT leave be given to introduce By-Law # 17-2023, being a by-law to adopt the engineer's report and authorize construction of the Schwartzentruber Municipal Drain 2023, and that it now be read a third time, and finally passed this 16<sup>th</sup> day of May 2023.*

*Carried.*

## **13.0 CLOSED SESSION**

### **13.1 Enter closed session.**

*Motion 129-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 7:40 p.m., with the CAO/Clerk remaining in*

*attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:*

1. *Section 239 (2) (c) regarding a proposed acquisition of land.*
2. *Section 239 (2) (k) regarding negotiations to be carried on by the municipality.*

*Carried.*

13.2 Return to open session.

*Motion 130-2023*

*Moved by Jamie McCallum  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 7:58 p.m.*

*Carried.*

13.3 Report and Action from Closed Session.

Council discussed the purchase of land to correct a road constructed on private property.

*Motion 131-2023*

*Moved by Jamie McCallum  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby authorizes the CAO/Clerk to execute the Agreement of Purchase and Sale and all documents required thereafter to complete the purchase of a 60 foot road allowance under the portion of Gibbons Line constructed on private land.*

*Carried.*

Council also discussed the status of negotiations of a cross border servicing agreement.

\*\*\*\*\*

Mayor Heffer called a brief recess to await the arrival of Ms. Tydd-Hrynyk.

At 8:05 pm Council resumed their meeting, and returned to item 7.3.1 of the agenda.

7.3.1 Proposed New Provincial Policy Statement, 2023 and Bill 97 Changes to the Planning Act

A report was presented by Huron County Planner Meghan Tydd-Hrynyk in this regard for the information of Council.

Council discussed concerns with the policy direction of the Province outlined in the presentation, including the loss of prime agricultural land and the negative and limiting effects on established or expanding farming operations.

Following further discussion;

*Motion 132-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby supports and endorses the resolution of Prince Edward County, calling on the Province to pause proposed changes to the PPS, particularly regarding natural heritage and agricultural lands, and to reinvest trust in the local planning authority of all 444 municipalities, recognizing that each Ontario municipality has unique landscapes, different housing needs, and differing visions for local planning matters.*

*Carried.*

*Motion 133-2023*

*Moved by Jamie McCallum  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby supports the submission of made by Huron County staff to the Environmental Registry of Ontario regarding the proposed Provincial Planning Statement, 2023 and Bill 97;*

*AND THAT staff be directed to submit comments to the Environmental Registry of Ontario focusing on the proposed changes that will have the greatest impact in Morris-Turnberry;*

*AND THAT the Mayor and CAO/Clerk be authorized to meet with MPP Thompson to express the concerns of Council.*

*Carried.*

**14.0 CONFIRMING BY-LAW**

*Motion 134-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT leave be given to introduce By-Law # 29-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on May 16<sup>th</sup>, 2023, and that it now be read severally a first, second, and third time, and finally passed this May 16<sup>th</sup> day of May 2023.*

*Carried.*

**15.0 ADJOURNMENT**

*Motion 135-2023*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 9:00 pm.*

*Carried.*

**NEXT MEETINGS:**

Regular Meeting of Council – Tuesday, June 6<sup>th</sup>, 2023, 7:30 pm  
Regular Meeting of Council – Tuesday, June 20<sup>th</sup>, 2023, 7:30 pm

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

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

June 6 2023

**General**

Bell Canada	Turnberry Shop - Emergency Lines	100.57	
Telizon	Long Distance Phone	2.46	
Huron Clean	Office Cleaning	373.18	
Orkin Canada	Pest Control	115.27	
CIBC VISA	MFOA Course Registration	665.57	
	Online Council Meetings	24.28	
	OMTRA Conference Registration	932.25	
	Water	69.22	
	First Aid & CPR Training x2	360.00	
	Planning & Bylaw Enforcement Fees	118.57	
	Coffee Supplies	314.54	2,484.43
Krantz Law Professional Corporation	Legal	426.65	
Township of North Huron	2023 Q1 & Q2 Fire Levy	94,675.68	
The Plumber	Bluevale Hall Iron Filter Replacement	2,655.50	
Bluevale Community Committee	Bluevale Hall Rentals	473.20	
Treasurer, County of Huron	Joint Information Session	305.28	
Property Owner	Reissue Cheque	482.39	
Wingham and District Hospital Foundation	Donation in Memory	125.00	
Public Services Health & Safety Assoc	WHMIS Training	361.60	
Minister of Finance	Policing - April	39,411.00	
Infrastructure Ontario	Development Loan Payment	32,504.52	
WSIB	WSIB - May	1,100.54	
Minister of Finance	EHT - May	828.83	

**Payroll**

May 24 2023	Payroll	20,739.39	
	Expenses	863.94	
Council Pay	Payroll - May 2023	3,603.35	
	Rec General	364.05	

**General Total** 201,996.83

**Building Department**

Wingham Columbus Centre	Chapter Meeting	135.04	
CIBC VISA	2023 OBOA Membership	381.94	
WSIB	WSIB - May	257.67	
Minister of Finance	EHT - May	162.08	

**Payroll**

May 24 2023	Payroll	4,889.80	
	Expenses	30.67	

**Building Total** 5,857.20

**Property Standards**

**Property Standards Total** -

**Drainage**

D&I Wattam Const. Ltd.	Black Municipal Drain	3,693.97	
Chuck Hull	Sellers Municipal Drain & Russel Municipal Drain	927.82	
Maitland Valley Conservation	Sellers Mun Drain & William-Ross Mun Drain	200.00	
Edward Fuels	Hopper Pump	276.36	
Headway Engineering	Schwartzentruber Municipal Drain	2,587.88	

**Drainage Total** 7,686.03

**Parks & Cemeteries**

Cedar Signs	Signs for Parks	274.34	
Maitland Manor Nursery	Mulch for Kinsmen Park	226.00	

**Parks & Cemeteries Total** 500.34

**Belgrave Water**

Bell Canada	Belgrave Water	137.20
Allstream	Belgrave Water	82.84
Veolia Water Canada	April Operations	5,458.60

**Water Total** 5,458.60 **5,678.64**

**Landfill**

Hydro One	Morris Landfill	265.83
Huron Perth Rust Control	Scale Maintenance	854.28
SGS Canada Inc.	Turnberry Landfill	614.16

**Landfill Total** 614.16 **1,734.27**

**Roads**

Enbridge	Turnberry Shop	144.89
Bell Canada	Turnberry Shop	89.01
Steffens Auto Supply	Floor Dry	33.88
The Plumber	Shop Repair	209.05
CIBC VISA	Driver Abstracts	24.00
Edgar's Feed & Seed	Grass Seed	230.52
Schmidt's Power Equipment	Chainsaw Supplies	105.01
Pai-Da Landscaping Ltd.	Sweeping Sidewalks	1,977.50
Maitland Valley Conservation	Roadside Tree Planting Program	2,203.50
Stumps Be Gone	Stump Grinding	1,186.50
Pollard Distribution	Dust Control	80,776.97
Joe Kerr Ltd.	Gravel	90,446.35
Joe Kerr Ltd.	Repair for 19-06 Tandem	473.07
Jade Equipment	Part for 06-04 Grader	1,159.13
Leslie Motors	Parts for 22-14 Pickup	245.46
WSIB	WSIB - May	1,422.74
Minister of Finance	EHT - May	894.95

**Payroll**

May 24 2023	Payroll	27,652.93
	Expenses	74.38

**Roads Total** 74.38 **209,349.84**

**Account Total** **432,803.15**

**Approved By Council:**

June 6 2023

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

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



## PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

www.huroncounty.ca

### Consent Application Report – File C27-2023

Owner: <b>Wayne and Michelle Fenton</b>	Date: <b>June 6, 2023</b>
Property Description: <b>Part Lot 25, Concession 11; 39646 Glenannon Road, Wingham, Municipality of Morris-Turnberry</b>	

**Recommendation:** That provisional consent be:

- Recommended for approval with the attached conditions (& any additional Municipal Conditions)
- Recommended for deferral
- Recommended for denial (referred to Huron County Council for a decision)

**Purpose:**

- enlarge abutting lot
- create new lot
- surplus farm dwelling
- right-of-way / easement
- other:

<b>Area Severed:</b> 101.5 acres (41 ha)	Official Plan Designation: Agriculture, Natural Environment	Zoning: AG1 – (General Agriculture), NE1 – (Natural Environment – Full Protection), NE2 – (Natural Environment – Limited Protection)
<b>Area Retained:</b> 2 acres (0.81 ha)	Official Plan Designation: Agriculture, Natural Environment	Zoning: AG1 – (General Agriculture), NE2 – (Natural Environment – Limited Protection)

**Review:** This application:

- Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- Conforms with section 51(24) of the Planning Act;
- Conforms to the Huron County Official Plan;
- Conforms to the Morris-Turnberry Official Plan, Section 3.4.9;
- Complies with the Morris-Turnberry Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance).
- Has no unresolved objections/concerns raised (to date) from agencies or the public; and
- Recommended for approval by local Council.

(Applications that are unable to meet all of the foregoing criteria will be referred to Huron County Council for a decision)

**Agency Comments:**

	Not Received	No Objections	Summary of Comments
Municipality Staff		✓	See Comments Section
Maitland Valley Conservation Authority		✓	No objections as related to natural hazards.

**Figure 1: Subject Property (outlined in orange)**



Figure 2: Subject Property (severed parcel – outlined in blue)





**Purpose:**

- This application proposes to sever a surplus farm dwelling from the remaining farmland. The subject residence is surplus to the purchaser's (Scott Schoonderwoerd) needs, as the owner has other farm parcels (3908 Road 170). The retained lands consist of a house, storage shed, coverall and bank barn. The severed lands consist of vacant farmland and natural environment features.
- The subject lands are designated Agriculture and Natural Environment in the Morris-Turnberry Official Plan and zoned AG1 – (General Agriculture), NE1 – (Natural Environment – Full Protection) and NE2 – (Natural Environment – Limited Protection) in the Morris-Turnberry Zoning By-law.
- The *Provincial Policy Statement, 2020* (PPS) permits the severance of surplus farm dwellings (a house surplus as a result of the acquisition of additional farm parcels to be operated as one farm operation). The PPS requires that the construction of a new residence on the retained farmland created by the severance be prohibited. This is addressed through the automatic rezoning provision to recognize the residential parcel (e.g. AG4-1) and the retained farmlands will be automatically rezoned to prohibit a new residence (e.g. AG2-1). The proposed consent is consistent with the PPS, subject to the conditions recommended in this report.
- The Huron County Official Plan and Morris-Turnberry Official Plan (OP) both permit surplus residence severances subject to a list of criteria. The proposed consent meets the criteria for severance:
  - Residence: age, habitable, intended as a primary residence.
  - Farmland to be zoned to prohibit residence.
  - Size of severed parcel minimized.
  - MDS does not apply since there is no barn on the retained farmland.
  - No previous residential severances after June 28, 1973, except in Settlement Areas.

The proposed severance meets these Official Plan policies.

**Comments Received:**

**Morris Turnberry Public Works Department:**

- No new entrances will be approved off of Glenannon Rd

**Morris Turnberry Building Department:**

- A letter from a licensed contractor advising the tank has been pumped and is functioning properly
- The entire septic system is required to be entirely on the retained parcel

**Morris Turnberry Drainage:**

- The property is assessed to the Thomson Lamont Deyell Municipal Drain, will be required to enter into a drainage agreement for assessment of future works

**Morris Turnberry Chief Administrative Officer:**

- Lot shape is irregular, may consider revising

## **Recommended Conditions**

### **Expiry Period**

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

### **Municipal Requirements**

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. Applicant to provide a letter from a licensed contractor advising that the tank has been pumped and is functioning properly for the severed parcel of land to the satisfaction of the Township.
4. 911 addressing for the subject lands be dealt with to the satisfaction of the Municipality and County.
5. Section 65 of the Drainage Act with respect to the Thomson Lamont Deyell Municipal Drain be addressed to the satisfaction of the Municipality.
6. If a new entrance for the severed lands is required, that an access/entrance permit be obtained to the satisfaction of the Municipality or County.

### **Survey/Reference Plan**

7. Provide to the satisfaction of the County and the Municipality:
  - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
  - b) a reference plan based on the approved survey.

### **Zoning**

8. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.

Sincerely,

“original signed by”

Meghan Tydd-Hrynyk, Planner



## PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

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

To: Mayor and Members of Morris-Turnberry Council  
From: Meghan Tydd-Hrynyk, Planner  
Date: June 6, 2023  
Re: **Housekeeping Update to Morris-Turnberry Zoning Bylaw**

---

### RECOMMENDATION

It is recommended that the zoning by-law amendment application Z02-2023 be **approved**.

### PURPOSE and DESCRIPTION

The purpose of the Housekeeping Update Amendment is to provide the ability to make technical revisions to the bylaw without an amendment such as: spelling errors; correcting lot line information or updating page numbering. There are mapping and text amendments for two properties known Municipally as 182 Royal Road and 353 Turnberry Street to recognize lot area; the addition of Maximum Building Height for Village Residential – Low Density (VR1) zone of 9 metres.

### COMMENTS

There are various minor technical changes needed to be made to the Zoning By-law over time as amendments are made, such as page or section numbering, cross-referencing, spelling errors, and Conservation Authority Notification Areas. These minor revisions do not affect the intent of the bylaw and so rather than having to bring each of these changes before Council for approval, it is proposed to add a provision to the By-law's Interpretation section (Section 1) to allow these changes to be made administratively. This approach is already in use in South Huron and is working well.

The mapping and text changes in the VR1-special zone will address properties that have completed a nitrate study and meet all the remaining requirements except the lot size provision.

One comment was received from a Planning Consultant for one of the affected addresses that would change the text of the zoning provisions to specify that the zoning is for each lot (i.e. that a house could be built on each lot, not that there could only be one house on all the lots together). The Zoning By-law has been constructed and interpreted such that the zone provisions apply to each lot individually and not to all lots as a block. This has been a long-standing practice and a specific wording is added in a special provision if the zone were to apply to a block or multi-lot scenario. As a result, there is no need for changes to the proposed provision in response to the comment received.

The *Provincial Policy Statement (PPS) 2020*, encourages development to take place within settlement areas. The subject lands for the VR1-special zone are designated Settlement Area. New growth within settlement areas is to take place in areas that are adjacent to existing built-up areas that allow for the efficient use of land. The Huron County and Morris-Turnberry Official Plans also support increased density and intensification based on the provision of adequate services. This special zone will be used

where a lot(s) being created through the land division process have a nitrate study that supports a lot size smaller than that permitted in the VR1 zone.

The Chief Building Official noted that a maximum building height in the VR1 zone be included with the updated Zoning By-law. A maximum building height is not included in the Zoning By-law. To be consistent with other residential zones, a height maximum of 9m is proposed for the VR1 - Village Residential – Low Density zone.

### **CONCLUSION**

It is recommended that Zoning By-law Amendment Z02-2023 be **approved**. The amendment is consistent with the Provincial Policy Statement, 2020 and conforms to the Huron County Official Plan and Morris-Turnberry Official Plan.

Sincerely,

'Original signed by'

---

Meghan Tydd-Hrynyk  
Planner



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

**BY-LAW NO. 30-2023**

---

Being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry.

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**WHEREAS** the Municipal Council of the Corporation of the Municipality of Morris-Turnberry considers it advisable to amend Morris-Turnberry Zoning By-law 45-2014, as amended, of the Corporation of the Municipality of Morris-Turnberry; and

**NOW THEREFORE** the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS as follows:

1. This by-law is comprised of Schedules 1-4
2. The text amendments of this by-law shall apply to all lands within the Municipality of Morris-Turnberry.
3. The mapping amendments of this by-law shall apply to the properties legally described as:
  - a. 182 Royal Rd - as previously approved by By-law 16-2023
  - b. 353 Turnberry Rd
4. Section 1.30 is added as follows:

**1.30 Technical Revisions to the Zoning By-law**

Revisions may be made to this By-law without the need for a zoning by-law amendment in the following cases:

  - 1.30.1. correction of numbering, cross-referencing, grammar, punctuation or typographical errors or revisions to format in a manner that does not change the intent of a provision;
  - 1.30.2. adding or revising technical information on maps or schedules that does not affect the zoning of lands including, but not limited to, matters such as updating or correcting lot line information; updating and correcting infrastructure information; conservation authority regulated lands and top of bank features; keys, legends or title blocks; and
  - 1.30.3. changes to appendices, footnotes, headings, indices, marginal notes, tables of contents, illustrations, historical or reference information, page numbering, footers and headers which do not form a part of this by-law and are editorially inserted for convenience of reference only.

5. Section 14.4. Is amended by adding the following row:

	Full Service (Public Water & Public Sewer)	Public Water & Private Septic	Private Water & Private Septic
Main Building Height (max)	9 metres	9 metres	9 metres

6. Section 14.7.22 is hereby deleted and replaced with the following:

14.7.22 VR1-22

Notwithstanding the provisions to the contrary, in the area zoned VR1-22, the lot area is deemed to comply provided there is only one dwelling unit.

7. By-law 45-2014 is hereby amended by changing the zoning from VR1 (Village Residential – Low Density) to VR1-22 (Village Residential – Low Density – Special Zone). The zone symbol of the lands identified as ‘zone change to VR1-22’ as shown on the attached Schedule 4.
8. Key Map – Lowertown, By-law 45-2014 is hereby amended as shown on the attached Schedule 4 of this by-law.
9. All other provisions of By-law 45-2014 shall apply.
10. This by-law shall come into force pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

**Read a FIRST and SECOND time this 6<sup>th</sup> day of June, 2023.**

**Read a THIRD time and FINALLY PASSED this 6<sup>th</sup> day of June, 2023.**

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Mayor, Jamie Heffer

---

Clerk, Trevor Hallam

## **SCHEDULE 1**

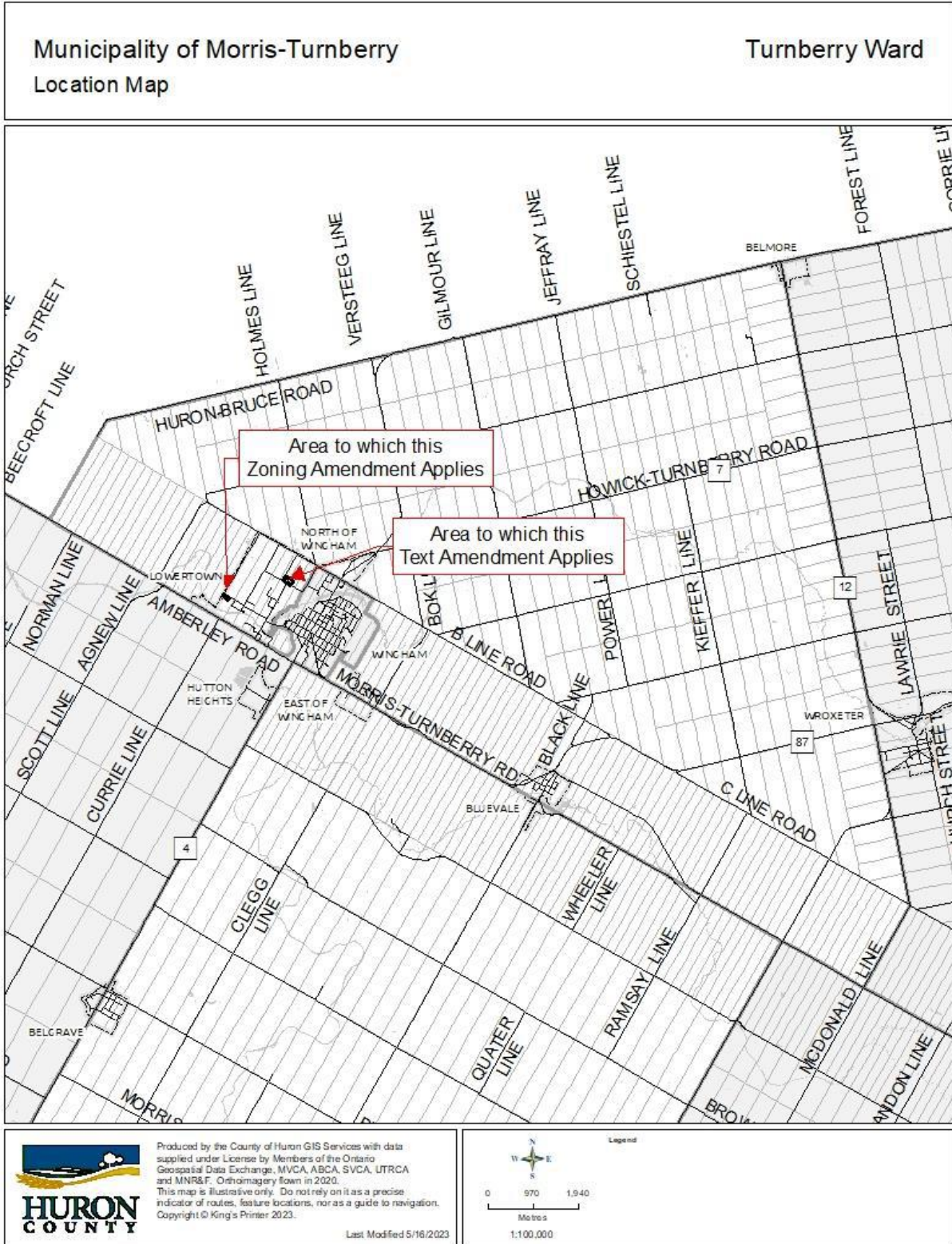
### **CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY BY-LAW NO. 30-2023**

By-law No. 30-2023 has the following purpose and effect:

1. The purpose and effect of this amendment to the Zoning By-law 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
  - Mapping and text amendments for two properties known Municipally as 182 Royal Road and 353 Turnberry Street to recognize lot area; and
  - Maximum Building height set for Village Residential – Low Density (VR1) zone of 9 metres.
2. This by-law amends the Municipality of Morris-Turnberry Zoning By-law 45-2014. All other zone provisions apply.
3. The location map and key map showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2, Schedule 3 and Schedule 4.

SCHEDULE 2

THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY  
BY-LAW NO. 30-2023




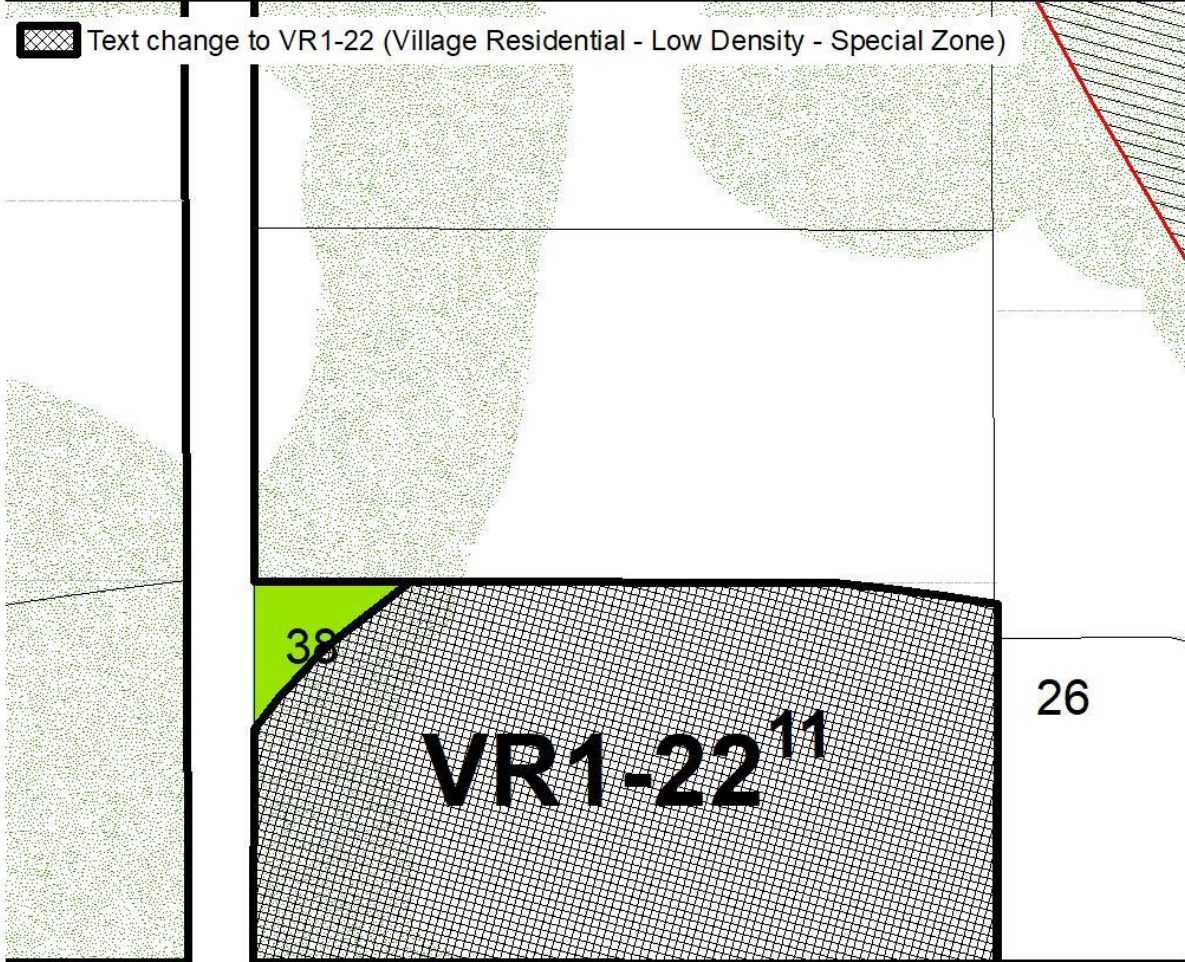


SCHEDULE 3

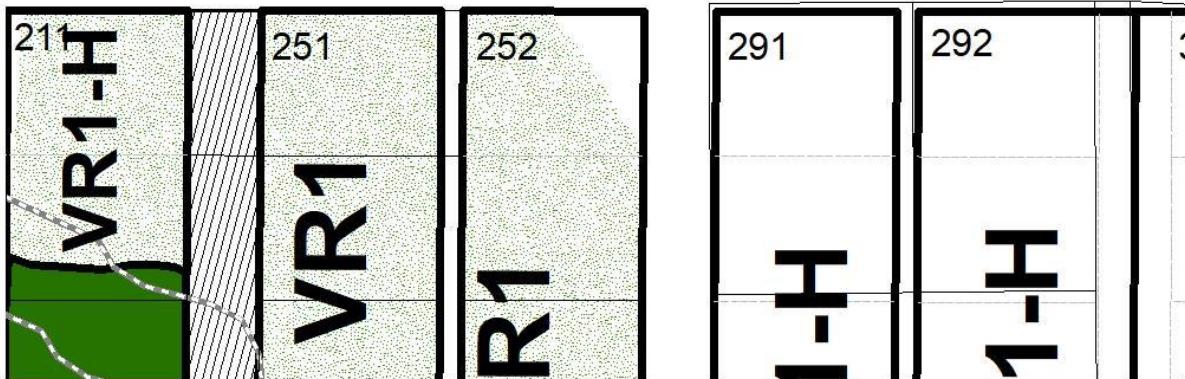
THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY  
BY-LAW NO. 30-2023



















<p>Amendments</p> <p>1 Amended by By-law 71-2015 2 Amended by By-law 20-2016 3 Amended by By-law 105-2017 4 Amended by By-law 66-2019 5 Amended by By-law 94-2019 6 Amended by By-law 11-2021 7 Amended by By-law 34-2021 8 Amended by By-law 35-2021 9 Amended by By-law 38-2021 10 Amended by By-law 24-2022 11 Amended by By-law 16-2023</p>	<p>REVISION DATE <u>May 16, 2023</u></p>	<p>Municipality of Morris-Turnberry Schedule A</p> <p>Key Map - Lowertown</p>
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 Text change to VR1-22 (Village Residential - Low Density - Special Zone)



ROYAL ROAD



 Zone - AG 1 unless otherwise labeled	 Property Boundary	 Closed Landfill
 Zone - NE1 (Full Protection)	 Lot Boundary	 Landfill Buffer 500m
 Zone - NE2 (Limited Protection)	 Water Body	 Flooding
 Conservation Authority Notification Areas	 River/Stream	 Unopened Road Allowance
 Former Railway Lands	 Road	 Municipal Wellhead Protection Area
 Airport Lands See provision 1.2.4	 Open Land fill	 Wells



25 12.5 0 25

Meters

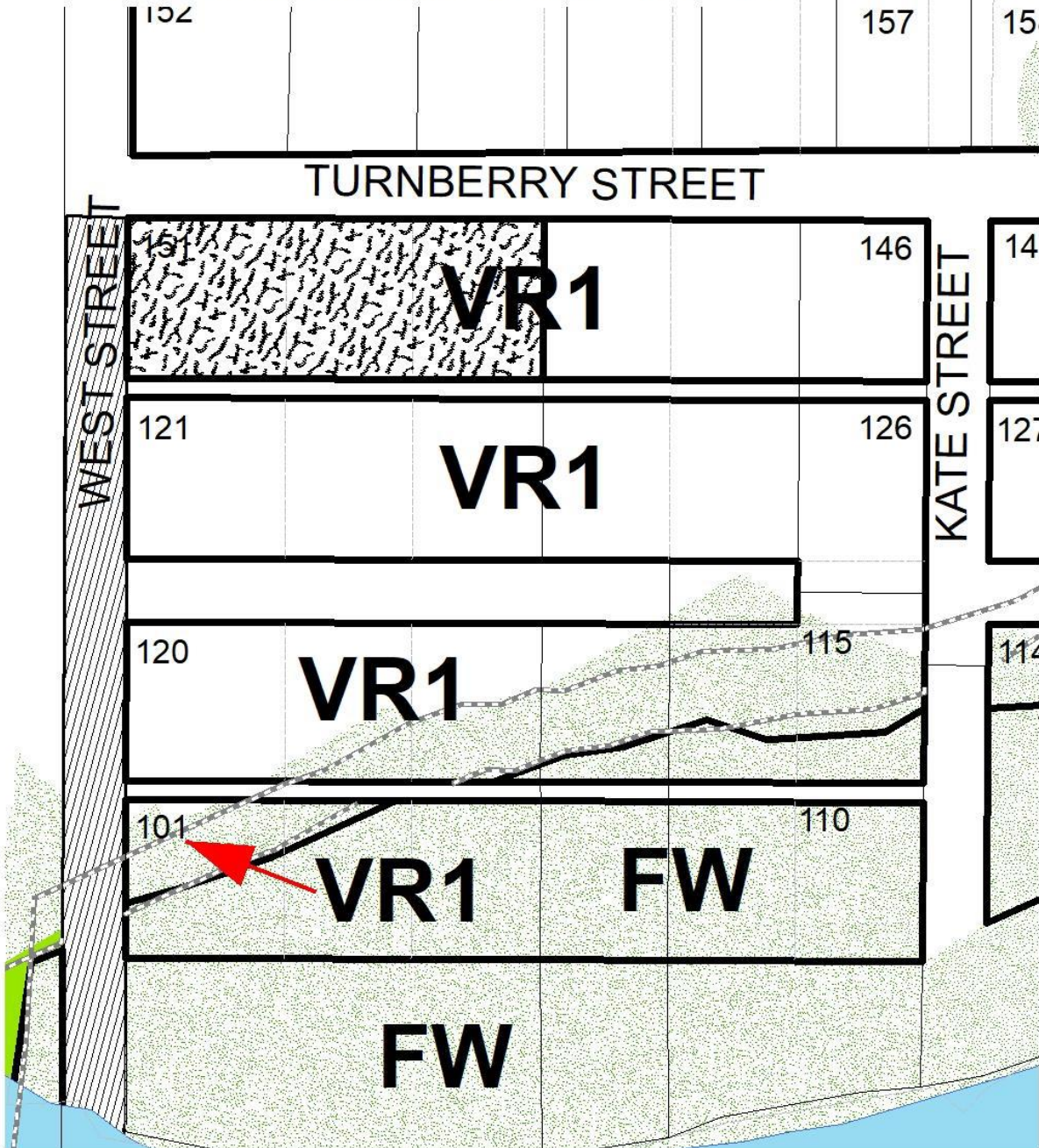
1:1,243

SCHEDULE 4

THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY  
BY-LAW No. 30-2023

<p style="text-align: center;">Amendments</p> <p>1 Amended by By-law 71-2016 2 Amended by By-law 20-2016 3 Amended by By-law 105-2017 4 Amended by By-law 66-2019 5 Amended by By-law 94-2019 6 Amended by By-law 11-2021 7 Amended by By-law 34-2021 8 Amended by By-law 35-2021 9 Amended by By-law 38-2021 10 Amended by By-law 24-2022 11 Amended by By-law 16-2023</p> <p style="text-align: right;">REVISION DATE <u>May 16, 2023</u></p>	<p><b>Municipality of Morris-Turnberry</b> <b>Schedule A</b></p> <p>Key Map - Lowertown</p>
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Zone change from VR1 (Village Residential - Low Density) to VR1-22 (Village Residential - Low Density - Special Zone)



Zone - AG1 unless otherwise labeled	Property Boundary	Closed Landfill
Zone - NE1 (Full Protection)	Lot Boundary	Landfill Buffer 500m
Zone - NE2 (Limited Protection)	Water Body	Flood fringe
Conservation Authority Notification Areas	River/Stream	Unopened Road Allowance
Former Railway Lands	Road	Municipal Wellhead Protection Area
Airport Lands See provision 1.24	Open Land fill	5 yr Time of Travel (Zone A, B, C)
	Wells	

25 12.5 0 25

Meters

1:1,243

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council

**PREPARED BY:** Trevor Hallam, CAO/Clerk

**DATE:** June 6, 2023

**SUBJECT:** Submission of comments to Environmental Registry of Ontario

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### **RECOMMENDATION**

For information only.

### **BACKGROUND**

At the May 16<sup>th</sup> meeting, Council directed staff to submit comments to the Environmental Registry of Ontario with regard to the review of proposed policies adapted from A Place to Grow and Provincial Policy Statement to form a new provincial planning policy instrument. The commenting period was scheduled to end on June 5<sup>th</sup>.

### **COMMENTS**

On May 24<sup>th</sup>, comments were submitted to the Environmental Registry, having been drafted based on the report produced by the Planning Department and the comments and discussion of Council. The submitted comments are included with this report for reference.

On May 30<sup>th</sup>, the commenting period was extended to August 4, 2023. Also on May 30<sup>th</sup>, [it was reported](#) that the Provincial Government was considering changing the proposal to remove the provisions that would allow for increased housing development in agricultural areas.

Staff will continue to monitor the issue and report to Council as necessary.

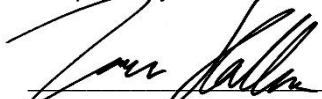
### **ATTACHMENTS**

1. 019-6813 Proposal Comments - Municipality of Morris-Turnberry

### **OTHERS CONSULTED**

None.

Respectfully submitted,



Trevor Hallam,  
CAO/Clerk

**From:** [do.not.reply@ontario.ca](mailto:do.not.reply@ontario.ca) on behalf of [Environmental Registry of Ontario](#)  
**To:** [Trevor Hallam](#)  
**Subject:** A comment you posted has been reviewed  
**Date:** Wednesday, May 24, 2023 9:27:19 PM

---

Your comment on ERO no 019-6813 (Comment ID: 90957) has been approved for publishing. Others will be able to read it online when the decision for this proposal is posted.

To keep track of your comments [log into your account](#) and visit the "My comments" section.

Learn more about [comment statuses](#).

[Contact us](#) if you're having trouble.

- The Environmental Registry of Ontario team

Votre commentaire sur Registre environnemental de l'Ontario no 019-6813 (Identifiant du commentaire: 90957) a été approuvé pour publication. Les autres seront en mesure de le lire en ligne lorsque la décision relative à cette proposition sera affichée.

Pour faire le suivi de vos commentaires [ouvrez une session dans votre compte](#) et visitez la section «Mes commentaires».

En savoir plus sur les [État du commentaire](#).

[Communiquez avec nous](#) si vous rencontrez des problèmes.

- L'équipe du Registre environnemental de l'Ontario

# MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario N0G 1H0  
Tel: 519-887-6137 Fax: 519-887-6424 Email: mail@morristorynberry.ca



Provincial Land Use Plans Branch  
13th Floor, 777 Bay Street  
Toronto, Ontario  
M7A 2J3

*Submitted online via the Environmental Registry of Ontario*

**RE:** Review of proposed policies adapted from A Place to Grow and Provincial Policy Statement to form a new provincial planning policy instrument.  
ERO Number 019-6813

To Whom It May Concern,

At their meeting on May 16<sup>th</sup>, 2023, the Council of the Municipality of Morris-Turnberry received a staff report outlining the proposed changes in the new Provincial Policy Statement and Bill 97. Council was supportive of proposed changes to the requirements for considering a settlement area boundary expansions, but expressed great concern regarding the proposed changes that would allow for additional lot creation in agricultural areas. Below is a summary of the concerns identified by Council for your consideration.

## **1. Agricultural Lot Severances**

### Proposed Changes

The most significant change for the Municipality of Morris-Turnberry proposed under the new PPS 2023 is new policies for residential lot creation in prime agricultural areas. The current PPS discourages residential lot creation in prime agricultural areas, with the exception of surplus farm residence severances. The changes would allow additional permanent residences and the severance of the additional residences, and the creation of new residential lots in the agricultural area (4.3.2.5 and 4.3.3.1).

### Comments

Residential lot creation in prime agricultural areas has been discouraged since the Countryside Planning/Foodland Guidelines were issued by the Province of Ontario in the 1970s. The purpose of this provincial-wide planning document was to ensure the protection of prime agricultural land for food production. Despite this, it is estimated by the Federation of Agriculture of Ontario that approximately 319 acres of farmland are lost to development and taken out of production in Ontario every day. Our agricultural lands are not only a finite resource, but also the foundation of the livelihoods of many families and family run agribusiness.

The Municipality of Morris-Turnberry is a prime agricultural area and agriculture is extremely important to the economy and the production of food for the province. For decades, the Municipality has had strong Official Plan policies protecting this agricultural resource and directing non-agricultural related development to settlement areas. Staff and Council do recognize the need for housing in the agricultural area and in response

have updated Zoning By-laws to allow for additional residential units in the AG1 and AG4 zones, and expanded permissions for on-farm housing for farm labour. This allows for additional housing related to agriculture but does not fragment the land base. With current policies, Council is regularly asked to make decisions regarding conflicting land uses and considers many Minor Variance applications to regulate either agricultural operation expansion or residential development that doesn't conform to MDS restrictions. The Province's proposal to allow for scattered residential development through lot creation will harm existing operations and threaten the sustainability and growth potential of the existing agricultural industry.

The opening up of scattered residential lot creation in the prime agricultural areas may:

- increase conflict with modern farming practices,
- increase MDS restrictions on the placement of new barns;
- reduce the number of units being built in settlement areas where municipalities have invested substantial funds on services (hard and soft),
- lost opportunities for infrastructure efficiency in settlement areas;
- and increase the demand on municipalities to provide enhanced rural services e.g. more frequent snow plowing, road maintenance, garbage collection, emergency services, etc.
- ring serviced settlement areas with unserviced residential development making it more difficult and costly for future settlement area expansions and extension of services.

It is requested that the Province provide clarification on the criteria in the policies for creating new residential lots, including what is considered to be adjacent to a non-agricultural use, and what are lower-priority agricultural lands. It is unclear if this is limited to areas adjacent to Settlement Areas, Recreational uses and Institutional uses, or if it introduces the potential for 3 new residential lots next to all existing residences including farm residences and those that have been severed as surplus. Further, does this also allow residential lot creation on any area that a farm considers lower priority or inconvenient to farm rather than just areas with lower capability soils. Clarification is also requested on the criteria that requires an existing access on a public road and whether that access must exist or can it be obtained as part of the process. This clarification would help to determine the number of new residential lots that could be eligible to be severed across the Municipality and the effect of the policy on the agricultural industry.

If the Province's intention is to permit the creation of 3 residential lots from every farm parcel, this has the potential to result in thousands of non-farm related lots in the agricultural area across the Municipality. The Province should reconsider this substantial policy direction change and the long term effects it will have on the protection of prime agricultural lands and maintaining the ability for farmers to farm. In addition, there may be other unintended consequences such as the effect of additional residences on the potential for future aggregate extraction.

## 2. Settlement Area Expansions

### Proposed Changes

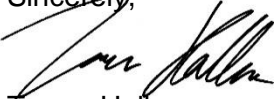
The requirement for a Comprehensive Review to identify a new settlement area or expand a settlement area boundary has been removed in the proposed 2023 PPS. With no requirement for municipal comprehensive reviews, municipalities could consider settlement area expansions at any time.

### Staff Comments

Municipal staff and Council are supportive of the change to streamline the process for expanding settlement areas based on logical extensions, while taking agricultural impacts into account. This is a more efficient use of land than scattered residential lots in the prime agricultural areas. The Province only encourages municipalities to set density targets for these expanded areas but should give consideration to stronger language to ensure efficient use of these additional development lands.

Thank you for your consideration.

Sincerely,



Trevor Hallam  
CAO/Clerk  
Municipality of Morris-Turnberry

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Mike Alcock, Director of Public Works  
**DATE:** June 6<sup>th</sup>, 2023  
**SUBJECT:** Operations Report

---

### **RECOMMENDATION**

That the Council of the Municipality of Morris-Turnberry receive the Public Works Operations Report.

*For Information Purposes Only*

### **BACKGROUND**

This report is intended to provide Council with an outline of Public Works Staff operations:

- Routine Road Patrols are being completed as scheduled and / or as required.
- Maintenance Gravel is being placed and graded on Morris-Turnberry Roads
- Dust control on roads not receiving maintenance gravel has been completed and is now being applied following new gravel being placed and graded on Morris-Turnberry Roads.
- All maintenance gravel and dust control should be completed this week.
- Our summer students have been working hard maintaining our parks and cemeteries and preparing flower beds for the summer.
- Shop maintenance and vehicle maintenance is being completed as time permits and as required.
- Public Works staff continue cutting trees that pose a hazard when time permits.
- The Public Works truck that was scheduled for replacement was posted on GovDeals. The 2023 budget included an estimated revenue of \$15,000 for the sale of the truck. The winning bid was \$23,600. Morris-Turnberry will realize revenue of approximately \$22,000 after remitting sales tax and fees.
- Paving Tenders closed on May 25<sup>th</sup>, 2023. Only one bid was received for each, but they are below budget estimates.
- We are still short one public works employee due to a medical leave.
- Our annual tree program, where trees are provided to residents was a success even though there were some hiccups. Many of the usual trees that we order were unavailable, but replacements of other species were provided. By providing these trees it helps to replace the many trees cut through normal municipal operations and ensures the trees end up in a desirable location where they can be cared for by the recipients.
- Public Works staff have completed the 2 scheduled spring yard waste pickups.
- We have not received many calls regarding the free pickup or drop off. Of the calls that we have received, most residents have been very accepting of the reasons for discontinuing the program.
- Our roadside vegetation management should be starting this week for controlling noxious weeds along roadsides and our multi-year chervil program. There is a noticeable reduction in wild chervil along our roadsides.

Respectfully submitted,



---

Mike Alcock,  
Director of Public Works



# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Mike Alcock, Director of Public Works

DATE: June 6, 2023

SUBJECT: 2023 Contract for Hot Mix Paving, Asphalt Curb and Concrete Sidewalk on Clyde Street and Queen Street MT 23-114

## **RECOMMENDATION**

That the Council of the Municipality of Morris-Turnberry accept the tender of Lavis Contracting Company Ltd. for Contract MT 23-114 Hot Mix Paving for the estimated value of \$303,932.50 (based on estimated quantities and excluding HST and contingency) and authorize the Mayor and CAO / Clerk to execute the tender and all other required documents.

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry*

## **BACKGROUND**

The Council of the Municipality of Morris-Turnberry included \$260,000 in the approved 2023 budget for asphalt paving on Clyde Street and Queen Street in Bluevale. A transposition error resulted in the 2 budget figures being reversed. The budget shows \$260,000, which is meant for the paving contract on Clyde Line. The actual estimate and amount that should have been included for this project is \$340,000.

The tender closed at 12:00 Noon on May 25<sup>th</sup>, 2023, at the Municipality of Morris-Turnberry office. Five contractors picked up tenders and 1 submitted completed tender forms for the Tender.

The scope of work includes paving Clyde Street and Queen Street, various asphalt gutters and curb-faced sidewalk south of Park Street into the Bluevale Park.

## **COMMENTS**

Tenders were open in the presence of 2 Municipality of Morris-Turnberry Staff and 1 representative from the Contractor.

The following table summarizes the tender prices received May 25<sup>th</sup>, 2023:

	<b>Contractor</b>	<b>Total Tender Price</b>	<b>Over Low Bid</b>
1	Lavis Contracting Company Ltd.	\$303,932.50	\$0.00
	Budget Estimate (Corrected)	\$340,000.00	\$36,067.50

**Tender prices do not include HST or Contingency, budget estimates do.**

Lavis Contracting Company Ltd. has satisfactorily completed similar projects for the Municipality in the past.

The tender includes a \$10,000 contingency allowance for unforeseen. The scope of this project and the type and age of existing infrastructure in Bluevale makes it likely that unforeseen circumstances will arise. The contingency allowance requires direction and approval from the Director of Public Works to utilize. Every effort will be made to complete this project (short of jeopardizing quality) under the budgeted amount of \$340,000.

## **ATTACHMENTS**

"None"

## **BUDGET**

The Municipality of Morris-Turnberry included \$340,000 for this paving project in the Approved 2023 Budget. If an unforeseen condition occurs requiring the use of the entire contingency the cost (including the effective rate of HST 1.76%) to complete the project could be as high as \$319,457.71. This project is expected to be completed approximately \$20,000 below budget.

Respectfully submitted,



Mike Alcock,  
Director of Public Works

# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Mike Alcock, Director of Public Works

DATE: June 6, 2023

SUBJECT: 2023 Contract for Hot Mix Paving on Clyde Line MT 23-115

---

## **RECOMMENDATION**

That the Council of the Municipality of Morris-Turnberry accept the tender of Lavis Contracting Company Ltd. for Contract MT 23-115 Hot Mix Paving for the estimated value of \$226,000.00 (based on estimated quantities and excluding HST and contingency) and authorize the Mayor and CAO / Clerk to execute the tender and all other required documents.

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry*

## **BACKGROUND**

The Council of the Municipality of Morris-Turnberry included \$340,000 in the approved 2023 budget for asphalt paving on Clyde Line from St. Michaels Road to Moncrief Road. A transposition error in the budget shows \$340,000, which is meant for the paving contract in Bluevale on Clyde Street and Queen Street. The actual estimate and amount that should have been included for this project is \$260,000.

The tender closed at 12:00 Noon on May 25<sup>th</sup>, 2023, at the Municipality of Morris-Turnberry office. Four contractors picked up tenders and 1 submitted completed tender forms for the Tender.

The scope of work includes paving Clyde Line from St. Michaels Road to Moncrief Road.

## **COMMENTS**

Tenders were open in the presence of 2 Municipality of Morris-Turnberry Staff and 1 representative from the Contractor.

The following table summarizes the tender prices received May 25<sup>th</sup>, 2023:

	<b>Contractor</b>	<b>Total Tender Price</b>	<b>Over Low Bid</b>
1	Lavis Contracting Company Ltd.	\$226,000.00	\$0.00
	Budget Estimate (Corrected)	\$260,000.00	\$34,000.00

**Tender prices do not include HST or Contingency, Budget estimates do.**

Lavis Contracting Company Ltd. has satisfactorily completed similar projects for the Municipality in the past.

The tender includes a \$10,000 contingency allowance for unforeseen. It is unlikely that this allowance will be required, but it is good practice to include. The contingency allowance requires direction and approval from the Director of Public Works to utilize. Every effort will be made to complete this project (short of jeopardizing quality) under the budgeted amount of \$260,000.

## **ATTACHMENTS**

"None"

## **BUDGET**

The Municipality of Morris-Turnberry included \$240,000 for this paving project in the Approved 2023 Budget. If an unforeseen condition occurs requiring the use of the entire contingency the cost (including the effective rate of HST 1.76%) to complete the project could be as high as \$240,153.60.

However, since the only expected use for the contingency is shoulder gravel estimated at \$5,000.00 (including the effective rate of HST), the total expected budget impact is \$234,977.60 (including the effective rate of HST 1.76% and shoulder gravel). This project is expected to be completed approximately \$25,000 below budget.

Respectfully submitted,



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Mike Alcock,  
Director of Public Works

# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

**TO:** Mayor and Council

**PREPARED BY:** Kirk Livingston, Chief Building Official / Drainage Superintendent

**DATE:** May 30, 2023

**SUBJECT:** Proposed ATV Purchase for the Drainage Department

---

## **RECOMMENDATION**

*THAT* the Council of the Municipality of Morris-Turnberry hereby receive the Drainage Superintendents report with respect to the proposed purchase of a new ATV to service the Drainage Department.

*AND FURTHER THAT* Council for the Municipality of Morris-Turnberry authorize the Drainage Superintendent to complete the transaction and secure the proposed ATV from;

Option 1....a 2021 Argo supplied by Country Corners for an amount of \$10,801.06 (excluding HST, ) **Gross cost is \$10,991.16**

Option 2....a 2023 CF Moto supplied by Boyds Farm Equipment for an amount of \$11,254.00 (excluding HST). **Gross cost is \$11,452.07**

## **BACKGROUND**

Over the past several years there has been an increase in drainage activity, which includes drain maintenance requests, locating beaver dams, beaver houses, and beaver dam removal.

Having an ATV will allow for minimal crop damage when crops are already planted as well as eliminating any unnecessary damage and/or abuse to the departments pickup truck traveling through fields.

In the 2023 budget process, the Drainage Superintendent proposed the purchase of a new ATV to Council with an amount of \$11,000.00 being earmarked for the purchase.

## **COMMENTS**

The value dictates this informal quotation process in the Procurement Policy. It does not require advertising, but does require a minimum of three written quotations.

The Municipality gave the opportunity to five businesses to provide a Quotation for a new ATV. The criteria was submitted to the businesses of what the Municipality requested the ATV to have for accessories and other such items. Below is the list of requirements that were to be incorporated into the quotation and installed on the unit.

- Nominal 500cc fuel injected engine, liquid cooled.
- Power steering.
- 2wd / 4wd locking differential power train.
- 2500 lb. winch including installation.
- Mirrors including installation.
- Hand guards including installation.
- Front bumper including installation.
- Steel / aluminum rims with tires.
- Front rack / Back rack with rear cargo box.
- Helmet (open face) (meeting Highway Traffic Act Reg. 610).
- Provide specification documents for review with quotation.
- Quotation to include 1<sup>st</sup> annual service.
- Delivery to 41342 Morris Road, Brussels.

It is worth noting the following;

Argo – is a 2021 year model, still in a crate and will need to be assembled by the vendor. It comes with 3 years of warranty from the date of purchase, and service work on the Argo is in Exeter.

CF Moto – is a 2023 year model, It comes with 5 years of warranty, and service work is in done Fordwich.

<b>Request for Quotation</b>								
The following items where to be specified in the quotation for review.								
	Lynn Hoy Enterprises		Delta Power	Palmerston	Country Corners		Boyds Farm Supply	
	Honda 2023	Can-Am 2023	Equipment	Motorsports				
			Can-Am 2023	Polaris 2023	Argo 2021	Artic Cat 2023	Suzuki 2023	CF Moto 2023
Nominal 500 cc fuel injected, liquid cooled	√	√	√	√	√	√	√	√
Power steering	√	√	√	√	√	√	√	√
2wd / 4wd power train	√	√	√	√	√	√	√	√
2500 LB winch	√	√	√	√	√	√	√	√
Mirrors	√	√	√	√	√	√	√	√
Hand guards	√	√	√	√	√	√	√	√
Front bumper	√	√	√	√	√	√	√	√
Steel / Aluminum rim with tires	√	√	√	√	√	√	√	√
Front rack	√	√	√	√	√	√	√	√
Back rack with cargo box	√	√	√	√	√	√	√	√
Open face helmet	√	√	√	√	√	√	√	√
First annual service	√	√	√	√	√	√	√	√
Warranty	1 year	6 month	6 month	not specified	3 years	1 year	1 year	5 years
Delivery date	P/A	P/A	30 days	not specified	7 days	7 days	30 days	30 days
Total price (excluding HST)	\$14,505.58	\$ 11,980.55	\$ 14,995.00	\$12,472.00	\$10,801.06	\$ 14,103.33	\$ 14,000.00	\$ 11,254.00
						3 years from		
						date of purchase		

Respectfully submitted,



Kirk Livingston  
Chief Building Official



**DIETRICH ENGINEERING LIMITED**  
CONSULTING ENGINEERS

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

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May 31, 2023

Mr. Trevor Hallam  
CAO/Clerk  
Municipality of Morris-Turnberry  
41342 Morris Road  
P.O. Box 310  
Brussels, Ontario  
N0G 1H0

Dear Trevor,

Re: BiVal Municipal Drain 2023  
Tender Award Recommendation  
Municipality of Morris-Turnberry  
(Morris Ward)  
Our Reference No. 2113

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We have reviewed the tender submissions for the BiVal Municipal Drain 2023 drainage project, and we recommend the Municipality of Morris-Turnberry award the contract to Robinson Farm Drainage Limited for the total tendered amount of \$68,574.00 + HST. The engineer's estimate was \$70,749.00 + HST.

Yours truly,

DIETRICH ENGINEERING LIMITED

A handwritten signature in black ink, appearing to read 'William J. Dietrich'.

William J. Dietrich, P.Eng.

WJD:sm

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Trevor Hallam, CAO/Clerk  
**DATE:** May 2, 2023  
**SUBJECT:** Pay Equity and Compensation Review

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### **RECOMMENDATION**

THAT the Council of the Municipality of Morris-Turnberry accept the proposal of Pesce & Associates for the provision of a pay equity and compensation review, at an estimated cost of \$14,700.00 excluding HST.

### **BACKGROUND**

The Morris-Turnberry Personnel Policy establishes that every five years the entire staff pay band grid will be compared to those of other municipalities of similar size, staff levels and financial resources to ensure the Municipality is paying employees fairly and achieving internal and external equity. Morris-Turnberry last conducted a pay equity and compensation review in 2018, the results of which were implemented in 2019.

In order to maintain the five year Council approved having a review completed in 2023 for implementation in 2024.

\$15,000.00 has been budgeted for the completion of the review by a qualified and experienced consultant in the 2023 budget.

The draft Request for Proposals (RFP) was provided to Council for information at the May 2<sup>nd</sup> meeting, and includes the following objectives and deliverables:

- Review current job descriptions to ensure a clear understanding of the duties and responsibilities of the positions.
- Establish a set of factors and weights to appropriately evaluate positions, recognizing the scope of responsibility of the positions to achieve internal equity and the posting of a compliant pay equity plan.
- Based on the findings from the reviews of internal and pay equity, ensure that the salary structure is consistent with the Municipality's current and future needs.
- Assess salary structure and make recommendations as to the appropriate salary bands, and salary or steps within bands using an independent market competitiveness review for non-unionized positions.

### **COMMENTS**

On May 4<sup>th</sup> the RFP was sent directly to consultants and firms that are known to have relevant experience and was posted on the Municipality's website. Proposals were accepted up to 12:00 pm on Wednesday May 31<sup>st</sup>.

Nine proposals in total were received and were assessed by the CAO/Clerk, Treasurer and Director of Public Works.

The proposals were rated from 1-5 on the following criteria;

1. Compliance with the proposal submission requirements.
  - Was all requested information provided?
2. The service profile and inclusion of additional value-add items.
  - Do the services proposed fit the requirements of the Municipality, and were there any additional services that were described that will be of use to the Municipality?
3. Stability and reputation of firm
  - Has the firm been operating for sufficient time to have gained the appropriate experience? Is the Municipality aware of the quality of work done by the firm, or the experience the municipality or others had working with the firm previously?
4. Firm's relevant experience
  - Has the firm worked not only in the municipal sector, but with small, rural municipalities in Ontario?
5. Pricing
  - Prices excluding HST were used for comparison, and ranked 1-9, 1 being the lowest and 9 the highest.

The final rank of the submissions was arrived at by combining the criteria scores and subtracting the price ranking.

	Company	Compliance with the proposal submission requirements	Service Profile and inclusion of additional value-add items	Stability and reputation of firm	Firm's relevant experience	Pricing (excluding HST)	Submission Ranking	Price Ranking	Combined Score
1	Pesce and Associates	5	4	5	4	\$14,700.00	18	1	17
2	ML Consulting	5	4	5	5	\$16,200.00	19	5	14
3	Ward and Uptagrove	5	4	3	5	\$15,600.00	17	3	14
4	Gallagher	5	4	5	5	\$21,160.00	19	6	13
5	Telus Health	5	4	3	2	\$15,000.00	14	2	12
6	CultureAlly	5	3	2	2	\$15,840.00	12	4	8
7	HR Strategies Consulting	5	4	3	3	\$32,425.00	15	8	7
8	Stratford People and Culture Consulting	4	3	3	3	\$24,250.00	13	7	6
9	EY	5	4	3	2	\$49,000.00	14	9	5

Based on the review and comparison of each proposal, staff recommend accepting the proposal of Pesce & Associates to conduct the Municipality's Pay Equity and Compensation Review.

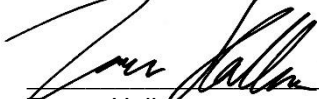
#### **ATTACHMENTS**

None.

#### **OTHERS CONSULTED**

Sean Brophy, Treasurer.  
Mike Alcock, Director of Public Works

Respectfully submitted,

  
Trevor Hallam,  
CAO/Clerk

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council

**PREPARED BY:** Kim Johnston, Deputy Clerk

**DATE:** June 6, 2023

**SUBJECT:** Voter List Management Services Agreement - Early Renewal

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### **RECOMMENDATION**

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

### **BACKGROUND**

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

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

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

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

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

### **COMMENTS**

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

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

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

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

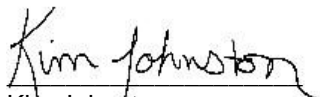
### **ATTACHMENTS**

1. Voter List Management Services Agreement

### **OTHERS CONSULTED**

Trevor Hallam, CAO/ Clerk  
Huron County Municipal Clerks

Respectfully submitted,



Kim Johnston,  
Deputy Clerk



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## VOTER LIST MANAGEMENT SERVICES AGREEMENT

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

**BETWEEN:**

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

(hereinafter called “**DataFix**”)

**AND:**

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

(hereinafter called “**Client**”)

**RECITALS:**

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

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

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

## **1.0 DEFINITIONS**

1.1 In this Agreement:

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

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

Notwithstanding the foregoing, Confidential Information shall not include:

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

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

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

## 2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

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

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

### **3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION**

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

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#### **4.0 DATA**

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

#### **5.0 DATA SECURITY AND PRIVACY**

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

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

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

## **6.0 CONFIDENTIALITY**

6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the “Disclosing Party”) to its affiliates, and to its and its affiliates’ directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, “Representatives”) as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.

6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable



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

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

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

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

## **7.0 HOSTING**

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

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

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

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

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

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

## **8.0 WARRANTIES**

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

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

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

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

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## 9.0 OWNERSHIP OF INFORMATION

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

## 10.0 TRAINING AND SUPPORT

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

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

## 11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

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

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## 12.0 TERM OF AGREEMENT

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

## 13.0 DATA DESTRUCTION

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

## 14.0 FEE AND PAYMENT TERMS

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

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

14.3 The Contract Price includes the following:

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

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

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

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

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

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

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

(i) Payment 1 – \$1,450 within 20 days of receipt of a signed Agreement

(ii) Payment 2 – \$1,450 in January 2024

(iii) Payment 3 – \$1,450 in January 2025

(iv) Payment 4 – \$1,450 in January 2026

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#### **14.5 NO LATE PAYMENT**

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

#### **14.6 INFLATION ADJUSTMENT**

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

#### **15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY**

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



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

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

## **16.0 TERMINATION**

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

16.2 The Client may terminate this Agreement immediately if DataFix:

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

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

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## 17.0 NOTICES

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

a) if to the Client:

Attention: Trevor Hallam  
Email: [thallam@morristurnberry.ca](mailto:thallam@morristurnberry.ca)

b) if to DataFix:

40 University Avenue, Suite 1010  
Toronto ON M5J 1T1  
Attention: Geoff Day  
Email: [gday@datafix.com](mailto:gday@datafix.com)  
Copy: [hharvey@datafix.com](mailto:hharvey@datafix.com)

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

## 18.0 GENERAL

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

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

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

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

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

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

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

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**COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":**

By: \_\_\_\_\_  
Signature

Hortense L. Harvey  
Print Name

National Director, Client Services  
Print Title

**MUNICIPALITY OF MORRIS-TURNBERRY:**

By: \_\_\_\_\_  
Signature

Trevor Hallam  
Print Name

Clerk  
Print Title

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## SCHEDULE A - PROFESSIONAL SERVICES

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

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

These Services include, but are not limited to:

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

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**SCHEDULE B – CHANGE ORDER REQUEST FORM**

**CHANGE REQUEST IDENTIFICATION:**

**MUNICIPALITY NAME:**

**AND**



**Requestor Information**

CR Number: \_\_\_\_\_

Requestor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Request: \_\_\_\_\_

**Change Information**

Priority Level (circle one):                      Low                      Moderate                      High

Desired Implementation Date: \_\_\_\_\_

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

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## Schedule C - SERVICE LEVEL AGREEMENT

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

### I. DEFINITIONS

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

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

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

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



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

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

## II. SYSTEM REQUIREMENTS

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

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

## III. SUPPORT SERVICES

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

### Telephone

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

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### After Hours Support

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

### Pager Duty

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

## **IV. SERVICE LEVEL AGREEMENT**

### **1. Services Availability**

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

### **2. Maintenance**

DataFix will:

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

To Municipality of Morris-Turnberry,

This is a letter notifying the Municipality of Morris-Turnberry of Bluevale Community Committee's intention to host a stand-up bar in conjunction with a Mini Tractor Pull to raise funds for 2024 Bluevale Homecoming.

Location: Bluevale Ball Park

Date: Saturday, June 10, 2023

Time: 11am-midnight

Thank-you for your consideration,

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Randy Greenaway

Chairman, Bluevale Community Committee

## **RE: Streamlining of Approvals under the *Aggregate Resources Act* and Supporting Policy**

Greetings,

Ontario's aggregate industry plays a key role in our government's vision to Build Ontario, supporting vital development and jobs across the province. The Ministry of Natural Resources and Forestry (the ministry) is proposing changes to [Ontario Regulation 244/97](#) under the *Aggregate Resources Act* to expand the list of changes that can be made to existing pit or quarry site plans without ministry approval, called self-filing changes (subject to conditions and eligibility), as well as seeking feedback on a new policy that provides direction for making changes to licences, permits and site plans that do require ministry approval.

The ministry is proposing to expand the list of small or routine site plan changes to an existing pit or quarry that can be self-filed, provided they satisfy detailed eligibility requirements and specified conditions. If approved, five additional site plan changes will be added to the list of self-filed amendments in the regulation. These are:

- Enabling recyclable aggregate material to be imported (concrete, asphalt, bricks, glass, or ceramics) to aggregate sites
- Adding or relocating entrances or exits to aggregate sites when the operator can provide proof of the relevant road authority approval for the change
- Adding, removing or changing portable processing equipment at aggregate sites (e.g., for crushing or screening aggregate material)
- Adding, removing or changing portable concrete or asphalt plants where required for public authority projects
- Adding, removing or changing above-ground fuel storage at aggregate sites

In addition, the ministry is proposing a new policy to clarify requirements including notification requirements when amendments are proposed to existing licenses, permits, or site plans that require ministry approval. The ministry is also outlining criteria or considerations to determine whether these changes are significant or not.

Amendment requests can include changes to site plans, conditions of a licence or permit, or any other information normally included on licences, permits, or wayside permits (e.g., name of operator, address, etc.). Amendment requests can vary in type and complexity ranging from small or administrative changes to significant changes to operations and rehabilitation. Significant changes may require consultation and notification.

We invite you to review the changes and offer comments.

**Ministry of Natural Resources and  
Forestry**

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses Naturelles et  
des Forêts**

Direction des politiques de planification et  
d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

A complete summary of the proposed regulatory and policy changes can be found on the Environmental Registry at the following address: [www.ero.ontario.ca](http://www.ero.ontario.ca). Then search for notice: 019-6767.

There are several ways you can comment on this proposal, including:

1. Directly through the Environmental Registry posting (click on the "Submit a comment" button)
2. By email to [aggregates@ontario.ca](mailto:aggregates@ontario.ca), or
3. By mail to:

Resources Development Section  
Ministry of Natural Resources and Forestry  
300 Water Street, 2nd Floor South  
Peterborough, ON K9J 3C7

If you have any questions, you can contact Jamie Prentice at [aggregates@ontario.ca](mailto:aggregates@ontario.ca).

Sincerely,

Jennifer Keyes,  
Director, Resources Planning and Development Policy Branch

## Good News

### OSSTF Celebrates Excellence in Public Education (EIPE) Awards



Trustee Robert Hunking shared that he attended the OSSTF EIPE Awards on May 4. Each secondary school recognized staff, students and some community members, along with staff from the Avon Maitland Remote Learning School and two board-level staff members from the Learning

Services department. A full listing of those recognized can be found at [amdsb.ca/apps/pages/excellenceinpubliceducation](https://amdsb.ca/apps/pages/excellenceinpubliceducation)

### LDSS Hosts Lightning Tech Trades Day

Chair Nancy Rothwell was proud to report that Listowel District SS hosted the event which featured a guest speaker, a hands-on workshop for students who are currently in grades 7 and 8 at: North Perth Westfield Elementary School, Elma Township Public School, Howick Central Public School, Mornington Central Public School, and Milverton Public School, as well as a ceremony to induct former LDSS tech students into the Tech Hall of Fame.



### Caregiver Mini-Series Focuses on Mental Health and Well-being



## Mental Health & Well-Being Caregiver Mini Series



Superintendent Laura Marotta reported that throughout Children's Mental Health Awareness Week (May 1-5), the AMDSB Mental Health and Well-being (MHWB) team offered a number of lunch 'n learn and evening sessions in partnership with the Huron Perth Catholic District School Board and other community partners. The series was intended to increase caregiver knowledge and skills about a variety of topics and the sessions were recorded and are now posted on the [Promoting Positive Mental Health at AMDSB page on the board website](#).

### Gold Medal at Skills Ontario Competition

Superintendent Jane Morris was happy to share that AMDSB sent five elementary teams to compete in various events on Monday, May 1 at the Skills Ontario competition in Toronto at the Congress Centre. Grade 7 and 8 students from South Huron District High School (SHDHS) competed in both the VEX Robotics and Technology competition. Upper Thames Elementary School (UTES) had two teams competing; one in the Grade 4-6 LEGO Robotics competition as well as one team in Character Animation. All teams represented AMDSB well and the UTES team even brought home a gold medal in the Character Animation division! This competition allows students to meet others with similar interests and is an amazing opportunity that showcases many skilled trades and post-secondary opportunities through the exhibition and competitions. Way to go team!



Donation from the Canadian Tooling and Machining Association (CTMA)

Superintendent Jane Morris was also pleased to share that the Canadian Tooling and Machining Association (CTMA) and the Ontario Council for Technology Education (OCTE) sent congratulations to AMDSB on our successful application for the Career-Ready with CTMA: Expanding Opportunities program. After an amazing response during the application process with 46 school boards submitting applications for over 135 Manufacturing Technology programs across our province, AMDSB was awarded \$90,000 in equipment to assist with tooling and machining programs at Listowel District SS.

## AMDSB Students Participate in the Diplôme d'Études en Langue Française (DELFF)

Superintendent April Smith was pleased to share that 123 students from seven secondary schools, as well as grade 8 students from Stratford Intermediate, Sprucedale PS and Howick Central PS participated in the DELFF exam May 8 - 11. The DELFF is an internationally recognized test of French proficiency. It is based on the Common European Framework of Reference (CEFR), which defines language proficiency along six global levels, A1, A2, B1, B2, C1 and C2. At each level, proficiency is measured across four competencies: listening, speaking, reading, and writing. Pictured below are the students who participated from Mitchell District HS.



## Staff Presentation

### Update on the Director's Work Plan

Superintendents Jane Morris, Laura Marotta and Kathy Boyd presented an update on the Director's Work Plan. Superintendent Marotta outlined the strategies underway to recruit and retain international students. Superintendents Morris and Boyd provided an overview of experiential learning in AMDSB, including the 12+ strategy which engages students with complex needs in in-person workplace opportunities. Superintendent Morris discussed the restructuring of alternative education programs and how student success staff have been re-engaging students over the last year.



## Student Trustee Update

Student Trustee Alex Dolmage reported that Abigail Peel will be graduating and Nathan Bean has been elected as Student Trustee for next year. Other Student Senate positions have also been elected and they have begun discussing plans for next year.

## Senior Staff Updates

### Summer Learning Opportunities

Superintendent April Smith shared details for elementary student summer learning opportunities. Students in grades 1-3 have been invited to Camp IAM which focuses on reading and math and will be offered at three sites across the district: Little Falls Public School (St. Marys), Maitland River Elementary School (Wingham) and Avon Public School (Stratford). In addition, Superintendent Boyd shared that a Summer Social Skills program for incoming JK to grade 1 students with Autism Spectrum Disorder. This summer camp will run from August 28 to September 1 at three sites across the board (Clinton, Listowel, and Stratford).

### National AccessAbility Week

Superintendent Kathy Boyd reported that May 28-June 3 is National AccessAbility Week. This year resources and materials are being distributed to schools to support awareness, learning and celebrations of our work to make AMDSB accessible, equitable and inclusive. Last week schools received a package of digital resources to use in classrooms as well as a resource box of books with themes of disability awareness, inclusion and equity.

## Future Board Meetings

Meetings that include Regular Sessions will be hosted in person at the Education Centre in Seaforth (62 Chalk St. N.) with the option for connecting online. Members of the public are welcome to attend the Regular Board Meeting sessions (in person or online). Meeting details (including online meeting links and agenda packages) are posted on the [Board Meeting page](#).

- Tuesday, June 13, 2023: Committee of the Whole, Closed Session at 4:45 p.m. and Regular Board Meeting at 6:00 p.m.
- Tuesday, June 27, 2023: Committee of the Whole, Closed Session at 3:00 p.m. and Regular Board Session at 3:30 p.m. (via MS Teams)

## Future Meetings/Events with Trustee Representation

- Joint Health & Safety Committee – Thursday, May 25, 2023 at 1:30 p.m.

- Supervised Alternative Learning – Monday, May 29, 2023 at 9:00 a.m.
  - Huron Perth Student Transportation Steering Committee – Tuesday, May 30, 2023 at 3:00 p.m.
  - Accessibility for Ontarians with Disabilities Act – Wednesday, June 7, 2023 at 3:00 p.m.
  - Special Education Advisory Committee – Wednesday, June 7, 2023 at 4:00 p.m. (Microsoft Teams)
  - Equity Steering Committee – Wednesday, June 7, 2023 (time to be confirmed)
  - Audit Committee – Wednesday, June 7, 2023 at 5:00 p.m.
- 
- Parent Involvement Committee – Wednesday, June 7, 2023 at 6:30 p.m.
  - Finance Committee – Tuesday, June 13, 2023 at 10:00 a.m. (Microsoft Teams)
  - AMDSB Recognition Reception – Wednesday, June 14, 2023 (more details to follow)
  - Municipal Partners Meeting – Thursday, June 22, 2023 at 3:00 p.m. (more details to follow)
  - Finance Committee – Tuesday, June 27, 2023 at 10:00 a.m. (Microsoft Teams)

# June is Seniors Month

Working for Seniors

## Information for Seniors in Ontario

The [Ministry for Seniors and Accessibility](#) works with community organizations to offer supports and services to help seniors stay active, well, safe and socially connected through a range of programs and services. This year, the theme for Seniors Month is Working for Seniors.

## Age-friendly communities

Age-Friendly Communities are inclusive, accessible environments with programs and services that help seniors stay connected. These communities can include:

- outdoor spaces and buildings that are accessible for seniors
- accessible communication and information about services and programs
- improved transportation services and housing for seniors
- more social and civic participation opportunities.

Learn more at [ontario.ca/agefriendly](https://ontario.ca/agefriendly).

## Seniors Active Living Centre programs

Seniors Active Living Centre programs help local seniors stay active, become more involved in their community, and meet new friends in person or online. These programs include:

- unique social activities
- learning and educational opportunities
- recreational programming
- the Seniors Centre Without Walls virtual program
- online video sessions.

There are almost 300 programs across the province that serve 115,000 seniors annually.

To find a Seniors Active Living Centre program, please:

- visit the [Seniors Active Living Centre locator map](#)
- contact your municipality
- call 2-1-1.

# June is Seniors Month

Working for Seniors

## Seniors Community Grants

This program funds local not-for-profit community groups and organizations to deliver projects, supports and resources for seniors that provide opportunities for greater social inclusion, volunteerism and community engagement.

Find information about the [program online](#) or send an email to [seniorscommunitygrant@ontario.ca](mailto:seniorscommunitygrant@ontario.ca).

## Health811

Health811 is a free, secure and confidential service Ontarians can call or access online 24 hours a day, 7 days a week to receive health advice from qualified health professionals, such as a registered nurse, locate local health services and find trusted health information.

This service is available in both English and French, with translation support offered in other languages.

- Call: 811
- Toll-free TTY: 1-866-797-0007
- Chat live online
- Visit [ontario.ca/Health811](https://ontario.ca/Health811)

## Seniors Safety Line

Seniors Safety Line is a 24/7, confidential and free resource. It provides counselling, information, safety planning and referrals in 240 languages for seniors in Ontario who are experiencing, or are at risk of, any type of abuse or neglect.

Call Toll-free: 1-866-299-1011.

## More information

Learn more about:

- Seniors Month at [ontario.ca/SeniorsMonth](https://ontario.ca/SeniorsMonth).
- ministry programs and services at [ontario.ca/msaa](https://ontario.ca/msaa).
- resources for seniors with the updated [Guide to Programs and Services for Seniors in Ontario](#).
- for other programs and services available in your area visit: [211ontario.ca](https://211ontario.ca).
- Seniors' INFOline  
Call: 416-326-7076  
Toll-free: 1-888-910-1999  
TTY: 1-800-387-5559

Follow us on social  [@SeniorsON](#)  [@SeniorsOntario](#)  [@Seniors and Accessibility](#)



*United Counties of*  
**Stormont, Dundas & Glengarry**

**RESOLUTION**

**MOVED BY Councillor Williams**

**RESOLUTION NO 2023- 98**

**SECONDED BY Councillor Lang**

**DATE May 15, 2023**

WHEREAS the goal of increasing housing supply and reducing barriers in planning processes as set out in the recent legislative, regulatory and policy changes, including new provisions from Bill 23, More Homes Built Faster Act, 2022 is welcomed; and

WHEREAS the proposed PPS (sections 2.6 and 4.3) would dramatically remove municipal power and renders aspects of the County's Official Plan, and other official plans throughout Ontario inoperative, terminating some local planning autonomy, and directly interfering with municipalities' ability to meet local variation and unique community needs; and

WHEREAS the proposed PPS changes that would allow proliferation of lots with protection restricted to specialty crop areas only diminishes the purpose, uses, and integrity of rural and agricultural lands, thereby removing protection and restricting future uses of those lands; and

WHEREAS the proposed PPS changes encourage sprawl and rural roadway strip development, rather than more fiscally and environmentally sustainable practices like intensification in established settlement areas; and

WHEREAS the province has announced changes will be proposed to natural heritage (section 4.1) that have yet to be published.

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the United Counties of Stormont, Dundas, and Glengarry urges the province to:

- pause proposed changes to the PPS, particularly regarding natural heritage (section 4.1) and agricultural lands (sections 2.6 and 4.3)
- reinvest trust in the local planning authority of all 444 municipalities, recognizing that each Ontario municipality has unique landscapes, different housing needs and differing visions for local planning matters

AND THAT our fellow municipalities be urged to voice their concerns regarding the proposed undermining of local planning authority;

AND FURTHER THAT a copy of this resolution be sent to all 444 municipalities, The Hon. Doug Ford, Premier of Ontario, The Hon. Steve Clark, Minister of Municipal Affairs

and Housing; The Hon. Lisa Thompson, Ministry of Agriculture, Food and Rural Affairs, The Hon. David Piccini, Minister of Environment, Conservation and Parks, Stormont-Dundas-South Glengarry MPP Nolan Quinn, Glengarry-Prescott-Russell MPP Stéphane Sarrazin , the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, the Federation of Canadian Municipalities, and the Eastern Ontario Wardens Caucus.

CARRIED

DEFEATED

DEFERRED



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WARDEN

**Outstanding Action Items**  
**Open Session**

June 6

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
December 6, 2022	Review cap on Cost of Living Adjustments	CAO	Under review - Will be addressed at same meeting as compensation and pay equity review		Present report to Council with options.
February 21, 2023	McCallum Resolution	CAO	Background information being gathered	May 29 Correspondence with Councillor McCallum re wording of resolution	Draft resolution for presentation to Council.



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

**BY-LAW NO. 22-2023**

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Being a by-law to provide for a drainage works in the Municipality of Morris-Turnberry in the County of Huron.

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**WHEREAS** the Council of the Municipality of Morris-Turnberry, in the County of Huron has procured a report under section 4 of the *Drainage Act, R.S.O. 1990*;

**AND WHEREAS** the report dated March 3<sup>rd</sup>, 2023, for the BiVal Municipal Drain 2023 has been authored by Dietrich Engineering Limited, 10 Alpine Court, Kitchener, Ontario, and said report is attached hereto and forms part of this by-law.

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$ 246,700.00.

**AND WHEREAS** the Council of the Municipality of Morris-Turnberry is of the opinion that the drainage of the area is desirable;

**NOW THEREFORE**, the Council of the Corporation of the Municipality pursuant to the *Drainage Act* enacts as follows:

**1. Authorization**

The attached report is adopted. The drainage works are authorized and shall be completed as specified in the report.

**2. Borrowing**

The Corporation of the Municipality of Morris-Turnberry may borrow on the credit of the Corporation the amount of \$ 246,700.00 being the amount necessary for the construction of the Drainage Works.

**3. Debentures**

This project will be debentured.

The corporation may issue debentures for the amount borrowed less the total amount of:

- a. grants received under Section 85 of the Act;
- b. commuted payments made in respect of lands and roads assessed within the municipality;
- c. money paid under subsection 61 (3) of the Act; and
- d. money assessed in and payable by another municipality,

**4. Payment**

Such debenture(s) shall be made payable within three (3) years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- a. All assessments of \$1,000.00 or less are payable in the first year in which the assessment is imposed.
- b. All assessments under \$10.00 shall be added to the municipal tax roll to be collected in the same manner and at the same time as other taxes collected.



**5. Citation**

This By-law comes into force on the final passing thereof, and may be cited as the “BiVal Municipal Drain 2023 By-law.”

**Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this 11<sup>th</sup> day of April 2023.**

\_\_\_\_\_  
Mayor, Jamie Heffer

\_\_\_\_\_  
Clerk, Trevor Hallam

**Read a THIRD time and FINALLY PASSED this 6<sup>th</sup> day of June, 2023.**

\_\_\_\_\_  
Mayor, Jamie Heffer

\_\_\_\_\_  
Clerk, Trevor Hallam



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

**BY-LAW NO. 31-2023**

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Being a by-law to authorize the Mayor and Clerk to execute and Affix the Corporate Seal to a Data Sharing and Services Agreement between the Municipality of Morris-Turnberry and the Municipal Property Assessment Corporation.

---

**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

**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 the Municipal Property Assessment Corporation (MPAC);

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

1. That the Mayor, Clerk, and Treasurer 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 MPAC attached hereto as 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 6<sup>th</sup> day of June, 2023.**

**Read a THIRD time and FINALLY PASSED this 6<sup>th</sup> day of June 2023.**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam



MUNICIPAL PROPERTY ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

**Data Sharing and Services Agreement**

This Data Sharing and Services Agreement (the “**DSSA**”) integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the “**SLA**”), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the “**OPMA GMLA**”).

The DSSA contains the following areas of focus:

- The **Service Level Agreement** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality’s timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified.
- The **MPAC Permitted Uses of Municipality Documents** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality’s information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers and stakeholders, and commercialize data and insights to offset the Municipality’s levy payments. The Municipality’s information will be protected from disclosure to, and unauthorized access by, third parties.
- The **Municipality Permitted Uses of MPAC Data Products** provide the Municipality and its consultants with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the **Data Terms and Conditions of Use** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

The DSSA was developed in consultation with representatives from the Municipal Liaison Group and is intended to be a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA includes commitments for MPAC to regularly update service levels, dependencies and data products in consultation with the Municipal Liaison Group.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

## **Data Sharing and Services Agreement**

This Data Sharing and Services Agreement is dated as of the January 1, 2024 (the "**Effective Date**")

Between:

Municipal Property Assessment Corporation ("**MPAC**")

And

The **Municipality of Morris Turnberry** (the "**Municipality**"), (collectively the "**Parties**")

### **1. Overview**

This Agreement includes the following sections:

- Section 3: Service Level Agreement
- Section 4: MPAC Permitted Uses of Municipality Documents
- Section 5: Municipality Permitted Uses of MPAC Data Products
- Section 6: Data Terms and Conditions of Use

### **2. Appendices**

The following appendices are incorporated into this Agreement:

- Appendix 1: Definitions
- Appendix 2: Service Level Agreement Exhibits

### **3. Service Level Agreement**

#### **3.1. Purpose**

This Service Level Agreement (the "**SLA**") is a statement of MPAC's commitment to the Municipality to maintain high performance standards when providing Services, and the Municipality's commitment to perform the Dependencies that MPAC requires to meet these standards.

#### **3.2. MPAC Service Levels**

MPAC will provide the Services in a manner that meets the Service Levels in Appendix 2 (Service Level Agreement Exhibits) pertaining to the Assessment Roll (Part 1); Assessment In-Year Maintenance (Part 2) and Support Services (Part 3).

### **3.3. Municipality Documents and Dependencies**

The Municipality will make reasonable efforts to perform the Dependencies in such a manner and on a timely basis to enable MPAC to meet the Service Levels.

The Dependencies include:

- Dependencies specified in Appendix 2 (Service Level Agreement Exhibits); and
- Delivery of the following source documents (the “**Municipality Documents**”):

#### **3.3.1. Building Permits and Building Plans**

- Provide MPAC with all Complete Building Permits and available Building Plans within 30 days of issuance by the Municipality.
- Provide non-residential Building Plans to MPAC within 10 days of a request from MPAC.
- Provide MPAC with timely updates on the progress of construction, alterations and additions and notify MPAC that applicable properties have become occupied.
- Notify MPAC of any available information pertaining to new construction, alterations and additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.

#### **3.3.2. Severances and Consolidations**

- Deliver to MPAC (or MPAC’s agent) information required to process SCIFs including information on lot zoning, lot addresses and lot servicing.

#### **3.3.3. Tax Applications and Vacancy Rebates**

- Deliver all required supporting documentation available for a Tax Application to allow MPAC to process a Completed MPAC Response Form, including all documentation required from the taxpayer.
- Provide MPAC with all required supporting documentation by May 15th (or the next Business Day) for MPAC to respond to the Municipality regarding a Tax Application prior to August 15<sup>th</sup> of that same calendar year, or on such timeline as agreed to by the Parties.
- Deliver all required supporting documentation and information to support the processing of a Vacancy Unit Rebate Application.

#### **3.3.4. Other Data as Mutually Agreed Upon by the Municipality and MPAC**

- Deliver available digital official plan and zoning schedules (shape files), planning information and development application information (staff reports, studies, by-laws, etc.) as requested by MPAC and agreed to by the Municipality, acting reasonably.
- Deliver other Dependencies as agreed to by the Parties during the Term.

### **3.4. Delivery and Reporting**

Each Party will make reasonable efforts to provide SLA deliverables to the other Party in the manner specified by the other Party, acting reasonably. This may include delivery by MPAC to the Municipality's Consultants and the use of electronic portals, e-permitting solutions and APIs.

MPAC will report on its Service Level performance through Municipal Connect. Where possible, SLA reports will indicate whether a failure to meet a Dependency affected MPAC's performance of the Services in accordance with a Service Level.

### **3.5. Relationship Meetings**

Upon request from the Municipality, a MPAC Regional Manager and/or MPAC Account Manager shall meet the Municipality at an agreed-upon schedule to discuss the Service Levels, provided that MPAC shall meet the Municipality at least once per year unless otherwise declined by the Municipality.

### **3.6. MPAC Failure to Achieve a Service Level**

If MPAC fails to meet a Service Level, MPAC will:

- 3.6.1.** Within 10 days, initiate a problem review to identify the causes of such failure;
- 3.6.2.** Within 30 days, provide a remediation plan and timelines to correct the problem;
- 3.6.3.** Within 60 days, make recommendations to improve procedures and communications between MPAC and the Municipality;
- 3.6.4.** Discuss the failure at the next relationship meeting;
- 3.6.5.** In the event of two consecutive failures of such Service Level or a failure of a Service Level with a Measurement Period of more than one year, the non- performance will be brought to the attention of the MPAC Vice President and Chief Operating Officer and the MPAC Vice President and Chief Valuation and Standards Officer; and
- 3.6.6.** In the event of additional consecutive failures of such Service Level after escalation, MPAC or the Municipality may refer the non-performance to the MPAC Quality Service Commissioner appointed pursuant to the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G.*

### **3.7. Municipality Failure to Meet Dependencies**

MPAC will notify the Municipality of instances where a missed Dependency is at risk of causing or has caused a missed Service Level. MPAC will discuss the Dependency at the

next relationship meeting and work with the Municipality to make recommendations to improve procedures and communications between MPAC and the Municipality. The Municipality shall have no further liability or responsibility to MPAC whatsoever for any costs, expenses, losses or damages of any kind in relation to the Municipality's missed Dependency.

### **3.8. Exceptions to Failures to Meet Service Levels and Dependencies**

Neither Party will be considered to have missed their respective Service Level or Dependency if the non-performance occurs as a consequence of any of the following events and the non-performing Party has taken reasonable efforts to mitigate non-performance:

- 3.8.1.** Changes in Applicable Laws;
- 3.8.2.** Failures by third parties not subcontracted by MPAC or the Municipality to provide data or information necessary for performance of the Service Level, including property owners, government, the ARB, courts and the Land Registry Office;
- 3.8.3.** Directions from any Governmental or Regulatory Authority that delay or prevent the performance of a Service Level; or
- 3.8.4.** Any other cause beyond the Party's reasonable control, including, third party network failures, cyberattacks, fires, riots, acts of war, labour disputes (including strikes and lockouts), pandemic, acts of terrorism, accident, explosion, flood, storm, acts of third party providers.

In addition, MPAC will not be considered to have missed a Service Level if the non-performance occurs as a consequence of any of the following events and MPAC has taken reasonable efforts to mitigate non-performance:

- 3.8.5.** Non-performance by the Municipality of a Dependency required by such Service Level; or
- 3.8.6.** The occurrence of any applicable exceptions in Appendix 2 (Service Level Agreement Exhibits).

### **3.9. Changes to Service Levels and Dependencies**

MPAC will conduct a review of the Service Levels and Dependencies at least once every four years with the Municipal Liaison Group.

MPAC may propose the addition or modification of a Service Level or Dependency in consultation with the Municipal Liaison Group and other municipalities. MPAC will make reasonable efforts to agree on the proposed addition or modification with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice to the Municipality of the addition or modification of Service Levels or Dependencies following consultation with and approval by the Municipal Liaison Group. Upon the expiry of such notice period, the Service Levels or Dependencies will be deemed amended in accordance with the written notice.

Notwithstanding any other provision in this SLA, MPAC may at any time change or terminate any Service Levels or other provisions in this SLA if required by Applicable Laws.

### **3.10. Service Level Agreement Limitation of Liability**

With respect to this Section 3 (Service Level Agreement), neither Party will be liable for any claim for a failure to meet a Service Level or Dependency, or any associated losses or damages, including any direct, indirect, consequential, special, tax related (including, for greater clarity, liability for loss of past or future tax revenue in the event an assessment is amended by MPAC, the ARB, or a court for any reason), administrative, or other loss or damage, credit, discount or other remedy in relation to this SLA or any alleged breach thereof, regardless of whether such claim arises in contract (including fundamental breach), tort or any other legal theory.

This SLA does not create any rights or liabilities for either Party beyond those set out in any applicable legislation, including the *Municipal Act, 2001, S.O. 2001, c. 25* and the regulations thereunder, and the *Assessment Act, R.S.O. 1990, c. A.31* (the “**Assessment Act**”) and the regulations thereunder, in each case, as amended from time to time.

For greater clarity, this SLA does not impact MPAC’s obligations under the *Assessment Act*, and MPAC will continue to perform such obligations as required by, and in compliance with, the *Assessment Act*. This SLA does not derogate from MPAC’s obligations under such policies, procedures and standards established by the Minister under Section 10 of the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G* (the “*MPAC Act*”) or the statutory duties of MPAC under the *Assessment Act* and/or *MPAC Act*. Where MPAC’s Service Levels under the DSSA differ from or conflict with such policies, procedures and standards, the requirement containing a more stringent, more timely or higher level of service by MPAC to the Municipality shall apply. The Municipality may request that the Minister issue an order under Section 10(3) of the *MPAC Act* to compel compliance by MPAC and/or may refer any non-compliance to the MPAC Quality Service Commissioner.

## **4. MPAC Permitted Uses of Municipality Documents**

### **4.1. MPAC Licence to Municipality Documents**

The Municipality will licence Municipality Documents to MPAC, subject to the Data Terms and Conditions of Use in Section 6 below, for the following uses pursuant to MPAC’s rights and obligations under the *Assessment Act*, the *MPAC Act* and other applicable legislation (the “**MPAC Permitted Uses**”):

- 4.1.1.** To meet the Service Levels outlined in the SLA;
- 4.1.2.** To perform property assessment, valuation and other duties assigned to MPAC and its property assessors pursuant to Section 9(1) of the *MPAC Act*; and
- 4.1.3.** To update, maintain, modify, adapt and verify MPAC databases and information. Pursuant to Section 9(2) of the *MPAC Act*, updated MPAC databases are used to engage in any activity consistent with MPAC’s duties that MPAC’s board of directors considers to be advantageous to MPAC, which include the following:
  - 4.1.3.1.** Providing taxpayers with information to review whether their assessments are property assessments accurate and equitable;
  - 4.1.3.2.** Providing MPAC Data Products to municipalities, including upper-tier municipalities through Municipal Connect and other stakeholders; and
  - 4.1.3.3.** Commercialization of data to offset MPAC’s levy on municipalities.



For greater certainty, the MPAC Permitted Uses shall be in compliance with Applicable Law including MFIPPA and do not include disclosing the Municipality Documents (or any reproduction of the Municipality Documents) directly to any third party or enabling any third party to ascertain, derive, determine or recreate the Municipality Documents.

#### **4.2. Access to Municipality Documents by MPAC Consultants**

MPAC may disclose Municipality Documents to a consultant, contractor, agent or supplier retained by MPAC (a “**Consultant**”) solely for the MPAC Permitted Uses in accordance with this Agreement. MPAC is responsible for ensuring that any Consultant abides by the terms and conditions as set out in Section 6 (Data Terms and Conditions).

### **5. Municipality Permitted Uses of MPAC Data Products**

#### **5.1. MPAC Data Products**

MPAC will licence products to the Municipality (the “**MPAC Data Products**”), subject to the Data Terms and Conditions of Use in Section 6 below, for the following permitted uses (the “**Municipality Permitted Uses**”):

- MPAC Data Products licensed only for Internal Planning Purposes;
- MPAC Data Products licensed only for Internal Planning Purposes and Internal Operational Purposes;
- MPAC Data Products licensed for Internal Planning Purposes, Internal Operational Purposes and specified External Distribution Purposes; and
- Custom Products subject to additional licensing terms.

#### **5.2. Delivery**

All MPAC Data Products will be delivered to the Municipality through Municipal Connect unless otherwise agreed to by the Parties. MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect.

#### **5.3. Internal Planning Purposes**

For the purposes of this Agreement, an “**Internal Planning Purpose**” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the *Assessment Act* where MPAC Data is kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.

#### **5.4. Internal Operational Purposes**

For the purposes of this Agreement, an “**Internal Operational Purpose**” is defined as the delivery of operations, programs, services or information by the Municipality where MPAC Data is kept internal to the Municipality and only used for such operational purposes by the Municipality.

## 5.5. Access to MPAC Data Products by Consultants

The Municipality may disclose MPAC Data Products to a consultant, contractor, agent or supplier retained by the Municipality (a “**Consultant**”) solely for the Municipality’s use of such MPAC Data Products in accordance with this Agreement. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

## 5.6. External Distribution

For the purposes of this Agreement, an “**External Distribution Purpose**” is defined as the distribution of MPAC Data Products to any third party other than to a Consultant.

Certain MPAC Data Products are licensed to the Municipality for External Distribution Purposes. These MPAC Data Products will append terms and conditions that specify the permitted avenues for distribution and any access, use and security requirements.

The Municipality is responsible for ensuring that its distribution of such MPAC Data Products abides by any appended terms and conditions. Only specified MPAC Data Products are permitted to be published on the Municipality’s open data websites.

Other MPAC Data Products are not available for external distribution. The municipality may make a Custom Product request for additional external distribution licences.

## 5.7. Municipality Requests for Custom Products

The Municipality and wholly owned municipal entities may request that MPAC create and license additional custom products for the Municipality’s purposes (“**Custom Products**”). Fees and other licensing terms (including Municipality Permitted Uses) may apply.

In emergency situations and during any declared federal, provincial, or municipal states of emergency, MPAC will make all reasonable efforts to support a Custom Product request including those pertaining to External Distribution Purposes for the purpose of responding to or dealing with, or facilitating a response to or dealing with, the emergency situation or state of emergency.

## 5.8. Access to MPAC Data Products by Other Third Parties

Unless otherwise expressly permitted by the terms appended to an MPAC Data Product, other third parties to the Municipality including wholly owned and wholly funded municipal entities are not entitled to receive or use MPAC Data Products. Such third parties may contact their MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

In determining whether fees will apply to MPAC Data Products for other third parties, MPAC will consider the following framework in collaboration with the third party requestor:

Entity Type	Fee for MPAC Data Products	Fee for Supplier Data	May Include But Not Limited To
<b>100% Municipally Funded or Created Entities / DSSABs / LRAs / LSBs / Planning Boards / Conservation Authorities</b>  <b>Non-Profit Purpose</b>	No, Unless Custom Product	Yes  Supplier Discounts May Apply	BIA / Economic Development, Childcare, Police Services, Fire Services, Emergency Services, Library Boards, Water / Wastewater, Social / Community Housing, Boards of Council, Committees of Council, DSSABs, LRAs, LRBs, Planning Boards, Conservation Authorities
<b>Partially Municipally Owned / Funded Entities</b>  <b>Non-Profit Purpose</b>	Reduced or No Fees	Yes  Supplier Discounts May Apply	Community Partnerships, Arena Boards, Business Incubators, Public Health Units
<b>Municipal Entities, and Entities Not Created by the Municipality</b>  <b>For-Profit Purpose</b>	Commercial Rates, With Consideration For Exceptional Circumstances	Yes	LDCs, Telecommunication Companies, Airports, Certain Infrastructure Projects

## 5.9. Changes to MPAC Data Products

MPAC may propose the addition or modification of a MPAC Data Product including any appended terms and conditions in consultation with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice for the addition or modification of any MPAC Data Product following consultation with the Municipal Liaison Group. Upon the expiry of such notice period, the amended MPAC Data Product will be deemed effective in accordance with the written notice.

## 6. Data Terms and Conditions of Use

### 6.1. Application

- 6.1.1. This Data Terms and Conditions of Use (the “**Terms and Conditions**”) will apply to the licensing of all MPAC Data Products and Municipality Documents (the “**Licensed Data**”).
- 6.1.2. Where supplementary terms and conditions have been appended to MPAC Data Products, they will override any conflict with these Terms and Conditions.
  - 6.1.2.1. This includes data from the Ontario Parcel, where the provisions of the General Municipal Licence Agreement – OPMA Assessment Mapping Data Products (the “**OPMA GMLA**”) apply.

### 6.2. Licence Grants

- 6.2.1. MPAC hereby grants to the Municipality a non-exclusive, non-transferable and revocable right to use MPAC Data Products solely for the Municipality Permitted Uses

set out in Section 5, provided that the Municipality complies with these Terms and Conditions.

**6.2.2.** The Municipality hereby grants to MPAC a non-exclusive, non-transferable and revocable right to use Municipality Documents solely for the MPAC Permitted Uses set out in Section 4, provided that MPAC complies with these Terms and Conditions.

**6.2.3.** No other uses of the Licensed Data are permitted.

### **6.3. Restrictions**

**6.3.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will not:

**6.3.1.1.** transfer, sell, lend, trade, pledge, sublicense, assign, lease, disseminate, disclose or otherwise dispose of Licensed Data, in whole or in part, or any reproduction of Licensed Data, in whole or in part, to any other person or entity, including its Affiliates;

**6.3.1.2.** post or transmit Licensed Data on any publicly accessible network or open data website, including the Internet, or on any network that does not have secure access by internal authorized users only;

**6.3.1.3.** modify, adapt, disassemble, reverse engineer, screen scrape, or otherwise tamper with Licensed Data, in whole or in part, or incorporate Licensed Data, in whole or in part, into anything to be used by another person or entity;

**6.3.1.4.** use Licensed Data to engage in the development of any product or service that competes with the Licensor such as creating a product that competes with commercial data offerings;

**6.3.1.5.** ascertain, derive or determine, or attempt to ascertain, derive or determine, algorithms or methodologies related to the creation or development of Licensed Data, in whole or in part, including the development of a model, algorithm or artificial intelligence which predicts an estimate or a proxy for any data element contained in the Licensed Data;

**6.3.1.6.** remove, obscure or otherwise alter markings or notices on Licensed Data relating to the use or distribution of Licensed Data or the intellectual property and proprietary rights of the Licensor and its Suppliers in or to Licensed Data; or

**6.3.1.7.** store, attempt to store or knowingly permit any person or entity to store Licensed Data, in whole or in part, so as to create a separate depository of Licensed Data or any part thereof, or a database.

For clarity, where the Municipality is the Licensee, the restrictions in this Section 6.3 apply only to the MPAC Data Products; where MPAC is the Licensee, the restrictions in this Section 6.3 apply only to the Municipality Documents.

### **6.4. Ownership of Licensed Data**

**6.4.1.** The Licensee acknowledges that Licensed Data contains confidential technical and commercial information of the Licensor and its Suppliers and agrees to ensure that Licensed Data will only be used for the applicable MPAC or Municipality Permitted Purposes by the Licensee.

**6.4.2.** The Licensee acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Licensed Data, (ii) the Licensor and its Suppliers hold copyright and other intellectual and proprietary rights in Licensed Data and all right, title and interest in and to Licensed Data will at all times be vested in and remain the property of the Licensor, (iii) no change made to Licensed Data, however extensive, will affect or negate the right, title and interest of the Licensor and its

Suppliers in the Licensed Data; (iv) no ownership rights in the Licensed Data are transferred to the Licensee, and (v) the Licensor reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

## **6.5. Disclaimers**

- 6.5.1.** The Licensee acknowledges that (i) the Licensor provides Licensed Data on an “as is” and “where available” basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for the Licensee’s purpose or intent to provide updates, fixes, maintenance or support, (ii) the Licensor and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights or those arising by law or by usage of trade or course of dealing, and (iii) all risk as to the results and performance of the Licensed Data is assumed by the Licensee.
- 6.5.2.** Where the Licensed Data is supplied by the Licensor through a website, the Licensee recognizes that the operation of the Licensor’s website may not be uninterrupted or secure. Without limiting the foregoing disclaimer, the Licensor makes no representation, warranty or condition that (i) its website is compatible with the Licensee’s equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components, or (v) use of its website will not infringe the rights (including intellectual property rights) of any person.
- 6.5.3.** The Licensee will not be obligated to defend any third party intellectual property claims made against the Licensor.

## **6.6. Indemnity and Limitation of Liability**

- 6.6.1.** The Licensee agrees that (i) the Licensor and its Suppliers will not be liable to the Licensee or any other person for any late delivery of Licensed Data, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if the Licensor or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party, (ii) such limitation of liability will apply whether or not liability results from a fundamental term or condition or a fundamental breach of these Terms and Conditions, arising from use of Licensed Data or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions, (iii) the Licensee agrees to indemnify and hold harmless the Licensor and its Suppliers and their respective officers, directors, employees and representatives from and against all claims, actions, damages or losses in respect of any breach of these Terms and Conditions by the Licensee, its Consultants or any third party that accesses the Licensor Data; and (iv) in respect of the indemnity provided in this section, the Licensee will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, the Licensor’s maximum aggregate liability for this Section 6 hereunder for the Licensed Data is limited to \$5,000.

## **6.7. No Unauthorized Disclosure of Licensed Data**

- 6.7.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will hold all Licensed Data in confidence, and will not reproduce or otherwise disclose any

Licensed Data except the Licensor's employees and Consultants to the extent such parties need to know such information to fulfil or perform their obligations under these Terms and Conditions, are informed of the confidential nature of Licensed Data, are directed to hold Licensed Data in the strictest confidence, and agree to act in accordance with these Terms and Conditions.

- 6.7.2.** The Licensee will make all reasonable efforts to ensure that Licensed Data is stored on its system or otherwise handled such that Licensed Data is secure from unauthorized access.
- 6.7.3.** The Licensee will promptly notify the Licensor of any misuse, misappropriation or unauthorized disclosure of such Licensed Data which has come to the Licensee's attention and promptly take all reasonably necessary corrective actions to investigate, contain and remediate the incident.
- 6.7.4.** The Licensee acknowledges that: (i) unauthorized disclosure of Licensed Data could reasonably be expected to significantly prejudice the competitive position of the Licensor and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Licensed Data to any other person without the written consent of the Licensor; and (ii) the Licensee will give, where reasonably practical and legally permissible, at least three business days notice to the Licensor of the possibility of any such decision, order or decision and will co-operate with the Licensor and its Suppliers in respect thereto.

## **6.8. Compliance with Applicable Laws Including Freedom of Information Requests and/or Disclosure to External Parties**

- 6.8.1.** The Licensee agrees to comply with all Applicable Laws including the Licensee's obligations under MFIPPA.
- 6.8.2.** For greater certainty, when considering the statutory disclosure of any Licensed Data, in respect to a Freedom of Information request or otherwise, the Licensee acknowledges that it may be required to provide notice of Third Party Information to the Licensor under Section 21 of MFIPPA before any release decision is made. The Licensee may also transfer the relevant parts of an FOI request to the Licensor using the greater interest provisions of Section 18 of MFIPPA.

## **6.9. Records and Audit**

- 6.9.1.** The Licensee agrees to maintain adequate records during the Term and for at least two years after termination of the Agreement to substantiate compliance. For greater certainty, such records may include user requests, access and storage logs, security policies, documented controls and contracts with third parties accessing Licensed Data.
- 6.9.2.** Upon at least ten days' written notice by MPAC, the Municipality will permit the MPAC or its representatives to access its premises, equipment and software during business hours to allow electronic or manual audits to be conducted solely for compliance with the Permitted Uses of MPAC Data Products, provided that MPAC and its representatives take all reasonable steps to minimize interference with the Municipality's operations.

## **6.10. Term and Termination**

- 6.10.1.** The Term of this Agreement shall be four years from the Effective Date.
- 6.10.2.** Upon the conclusion of the Term, the Agreement shall automatically renew for an additional year unless the Municipality provides written notice to MPAC of its intent to

not renew the Agreement, in which event the Agreement shall terminate at the conclusion of the current Contract Year.

- 6.10.3. The Parties may mutually agree in writing to terminate this Agreement.
- 6.10.4. The Licensor may provide written notice to the Licensee where (i) the Licensee is in breach of any Terms and Conditions; or (ii) if these Terms and Conditions conflict with any Applicable Laws or legal instrument arising thereunder.
- 6.10.5. The Parties will meet within ten days of such notice and make all reasonable efforts to develop and agree to a remedial course of action.
- 6.10.6. Should the Parties be unable to agree to a remedial course of action, the Licensor may terminate the Licensee's licence and right to use the Licensor Data.
- 6.10.7. In addition to or in lieu of termination rights, the Licensee agrees that the Licensor is entitled to injunctive relief to restrain any continuation of a breach of these Terms and Conditions after receipt of written notice to the Licensee to cease activities causing the breach.
- 6.10.8. For greater clarity, any termination under these Terms and Conditions does not impact either Party's obligations to provide legislated products to the other Party, including MPAC's obligations to provide statutory products to the Municipality under the *Assessment Act* or other applicable legislation.

#### **6.11. Destruction and Post Termination Obligations**

- 6.11.1. When Licensed Data is no longer required for the purposes set out in these Terms and Conditions or upon termination of the Agreement, upon request of the Licensor, the Licensee agrees to destroy Licensed Data and provide written confirmation of same.
- 6.11.2. Notwithstanding the foregoing, if applicable, the Parties may retain one copy of applicable Licensed Data to permit the Parties to satisfy their respective regulatory record retention obligations, where such copy of Licensed Data will not be accessible by the Licensee or its officers, directors, employees, representatives or agents in the ordinary course.

### **7. General**

- 7.1.1. This Agreement will not be assignable, either in whole or in part, by either Party without the prior written consent of the other Party.
- 7.1.2. This Agreement replaces and supersedes any earlier agreements, undertakings, arrangements or otherwise, verbal or in writing, between the Parties with respect to the subject matter covered, including the Service Level Agreement, the Municipal Licence Agreement and Product Use Sheets, the Municipal Connect Licence and the OPMA GMLA.
- 7.1.3. Sections 6.3 (Restrictions), 6.4 (Ownership of Licensed Data), 6.5 (Disclaimers), 6.6 (Indemnity and Limitation of Liability), 6.7 (No Unauthorized Disclosure of Licensed Data), 6.9 (Records and Audit) and 6.11 (Destruction and Post Termination Obligations) will survive the termination of this Agreement.
- 7.1.4. This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario and the Parties agree to attorn to the exclusive jurisdiction of the courts of Ontario for resolution of any dispute hereunder.
- 7.1.5. Unless otherwise advised in writing, any notice to be delivered hereunder will, in the case of the Municipality, be to its Clerk at City Hall or Administrative Centre and, in the case of MPAC, will be to its President and Chief Administrative Officer.
- 7.1.6. No waivers or amendments will be effective unless expressly written and signed by both Parties.

7.1.7. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with Applicable Laws.

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By signing below, each Party acknowledges that it has read and understood the terms of this Agreement, and for good and valuable consideration, agrees to be bound by these terms:

**“MUNICIPALITY”**

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION**

Signed: \_\_\_\_\_

Signed: Carmelo Lipsi

Name: \_\_\_\_\_

Name: Carmelo Lipsi

Title: \_\_\_\_\_

Title: Vice-President and COO

Date: \_\_\_\_\_

Date: April 24, 2023.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Data Sharing and Services Agreement Appendix 1 – Definitions

<u>Term</u>	<u>Definition</u>
<b>Acknowledgment</b>	The successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.
<b>Affiliates</b>	An affiliate as defined in the <i>Business Corporations Act, R.S.O. 1990, c. B.16</i> .
<b>Agreement</b>	The Data Sharing and Services Agreement.
<b>API</b>	Application Programming Interface
<b>Applicable Laws</b>	Applicable statutes, bylaws, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
<b>Apportionment</b>	An apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
<b>ARB</b>	Assessment Review Board.
<b>Assessment Act</b>	<i>Assessment Act, R.S.O. 1990, c. A.31</i> .
<b>Assessment-Sale Price Ratio or ASR</b>	Assessment-Sale Price Ratio has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
<b>Building Plan</b>	Documents outlining the details of construction projects submitted to the Municipality.
<b>Building Permit</b>	A new official permit, or any updates or revisions to an existing official permit, issued by the Municipality, that evidences the granting by the Municipality of its formal permission for the commencement of construction, demolition, addition or renovation to a property.
<b>Business Day</b>	Monday to Friday, excluding Federal and Provincial statutory holidays observed by MPAC at its offices in Pickering, Ontario.
<b>Condominium Plan</b>	A new registered condominium plan.
<b>Condominium Plan Information Form or CPIF</b>	Condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
<b>Coefficient of Dispersion or COD</b>	Coefficient of Dispersion has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
<b>Complete Building Permit</b>	A Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Completed MPAC Response Form</b>	An MPAC Response Form completed by MPAC and delivered to the Municipality.
<b>Completed Tax Application</b>	A Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.
<b>Completed Vacant Unit Rebate Application</b>	A Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.
<b>Consolidation</b>	The amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.
<b>Consultant</b>	A consultant, contractor, agent or supplier retained by the Licensee who uses Licensed Data solely for the Licensee's use of Licensed Data in accordance with this Agreement, provided that prior to delivery of Licensed Data to Consultant, the Licensee has an executed contract with Consultant wherein Consultant agrees to adhere to Section 6 (Data Terms and Conditions of Use).
<b>Contract Year</b>	Initially, the period commencing on the Effective Date and ending 12 months following the Effective Date, and thereafter, each successive twelve-month period during the Term, provided that the final Contract Year will end on the last day of the Term.
<b>Custom Products</b>	Custom products created and licensed by MPAC to the Municipality subject to additional licensing terms and conditions. Custom Products may also be created and licensed by MPAC to third parties.
<b>Data Terms and Conditions of Use</b>	The terms and conditions for use by the Municipality, MPAC and Consultants of Licensed Data.
<b>Dependencies</b>	The activities which the Municipality must complete in a timely manner in order for MPAC to be able to perform the Services in a manner that meets the Service Levels.
<b>DSSA</b>	The Data Sharing and Services Agreement.
<b>Effective Date</b>	The date upon which the Agreement shall be effective.
<b>Enquiry</b>	An Urgent Enquiry and a Non-Urgent Enquiry.
<b>External Distribution Purpose</b>	The distribution of MPAC Data Products to any third party other than to a Consultant.
<b>Governmental or Regulatory Authority</b>	Any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board or tribunal or other law or regulation making entity having jurisdiction over MPAC or the Municipality.
<b>IAAO</b>	International Association of Assessing Officers.

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>IAAO Standards</b>	The technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
<b>Internal Planning Purposes</b>	A municipal planning or assessment base management activity pursuant to Section 53 of the <i>Assessment Act</i> where MPAC Data Products are kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.
<b>Internal Operational Purposes</b>	The delivery of operations, programs, services or information by the Municipality where MPAC Data Products are kept internal to the Municipality and only used for such operational purposes by the Municipality.
<b>Land Registry Office</b>	Offices of the government of Ontario in which title or ownership in real property is registered.
<b>Land Registry System</b>	System through which land registration documents are submitted to and recorded by the Land Registry Office.
<b>Licensed Data</b>	MPAC Data Products for the Municipality; Municipality Documents for MPAC.
<b>Licensee</b>	The Municipality for MPAC Data Products; MPAC for Municipality Documents.
<b>Licensor</b>	MPAC for MPAC Data Products; the Municipality for Municipality Documents.
<b>MFIPPA</b>	<i>Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.</i>
<b>Monthly PRAN Report</b>	The report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC's issuance of such PRANs.
<b>MPAC</b>	Municipal Property Assessment Corporation.
<b>MPAC Data Products</b>	Licensed MPAC data products made available by MPAC in accordance with the Agreement.
<b>MPAC Regional Manager</b>	MPAC's Regional Manager of Municipal and Stakeholder Relations for the Municipality.
<b>MPAC Account Manager</b>	MPAC's Account Manager of Municipal and Stakeholder Relations for the Municipality.
<b>MPAC's Response Form</b>	MPAC's form used for recording Tax Application information.
<b>Measurement Period</b>	The period of time used to measure MPAC's performance of a Service against the related Service Level.
<b>MPlan</b>	A new registered plan of subdivision.
<b>Municipal Connect</b>	MPAC's website portal for distributing MPAC Data Products to the Municipality.

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Municipal Liaison Group (MLG)</b>	An MPAC committee comprised of municipal and association representatives. Membership reflects a broad spectrum of Ontario municipal issues and interests.
<b>Municipal Licence Agreement</b>	The Property Assessment Information Licence – Municipalities effective January 1, 2007 previously executed by the Parties.
<b>Municipality</b>	The municipality which is a Party to the Agreement.
<b>Municipal Connect Licence</b>	The Municipal Connect Terms and Conditions Of Use which authorized municipal users agreed to when accessing MPAC data on Municipal Connect.
<b>Municipality Documents</b>	Source documents from the Municipality required to meet the Dependencies.
<b>New Assessment Forecast</b>	MPAC's forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either: (i) Building Permits issued in respect of such Property Categories during such calendar year; or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
<b>New Assessment Report</b>	A report that sets out: (i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
<b>Non-Urgent Enquiry</b>	Any Enquiry received by MPAC from the Municipality submitted to MPAC's WorkSight portal.
<b>Omitted Assessment Change</b>	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> .
<b>OPMA Agreement</b>	The General Municipal Licence Agreement – OPMA Assessment Mapping Data Products which licenses Ontario Parcel data to the Municipality.
<b>Parties</b>	MPAC and the Municipality and Party means either one of them, as applicable.

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Permit Tracking System</b>	MPAC's central repository of Building Permits.
<b>PRAN</b>	The Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , as amended from time to time.
<b>Preliminary New Assessment Forecast</b>	MPAC's forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.
<b>Product Use Sheets</b>	Amendments to the Municipal Licence Agreement for MPAC data to fulfill the Municipality's custom MPAC data requests previously executed by the Parties.
<b>Property Category</b>	All properties located in the Province of Ontario that MPAC classifies as: (i) residential; (ii) residential condominium; (iii) commercial and industrial; or (iv) new registered plans of subdivision; or (v) properties owned by the Province of Ontario or the Government of Canada.
<b>Property Class</b>	The property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , and the property subclasses provided in the regulations made thereunder, all as amended from time to time.
<b>Response</b>	The provision of a sufficient answer to the Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.
<b>RPlan</b>	A reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P. 13</i> , following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.
<b>Severance / Consolidation Information Form or SCIF</b>	The form which sets out information related to an Apportionment, and is used by the Municipality to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322(1) of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
<b>Service Levels</b>	The criteria set out in the SLA that MPAC commits to achieving when providing the Services.
<b>Services</b>	The services that MPAC provides to the Municipality as provided in the SLA.

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Service Level Agreement (SLA)</b>	A set of Service Levels developed by MPAC and municipalities that establishes meaningful performance standards for assessment services.
<b>Severance</b>	The separation, authorized by the Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.
<b>Supplementary Assessment Change</b>	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> , effective on the date on which the property commences to be used for any purpose.
<b>Suppliers</b>	For MPAC Data Products, MPAC and MPAC data licensors which may include Teranet Inc. and its affiliates and the Province of Ontario. For Municipality Documents, the Municipality and the Municipality's data suppliers.
<b>Tax Application</b>	An application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended from time to time; (ii) in the case of a municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.
<b>Term</b>	The duration of the Agreement as specified in Section 6.10.
<b>Terms and Conditions</b>	The Data Terms and Conditions of Use.
<b>Third Party Information</b>	Trade secrets or scientific, technical, commercial, financial or labour relations information that is supplied by the Licensor to the Licensee in confidence, either implicitly or explicitly, pursuant to MFIPPA.
<b>Timely Building Permit</b>	A Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.
<b>Timely Completed Tax Application</b>	A Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.
<b>Timely Completed Vacant Unit Rebate Application</b>	Collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.
<b>Urgent Enquiry</b>	An Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.

<u>Term</u>	<u>Definition</u>
<b>Vacant Unit Rebate Application</b>	An application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006</i> , S.O. 2006, c. 11, Sched. A, as amended from time to time; or (ii) in the case of a municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011</i> , S.O. 2001, c. 25, as amended from time to time.
<b>Year End Tax File</b>	The electronic data file that MPAC delivers to the Municipality each calendar year for municipal planning and tax purposes.
<b>Year End Tax File Error</b>	A problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.

**Appendix 2 - Service Level Agreement Exhibits**

Pursuant to Section 3.2 of the Agreement, the following exhibits collectively provide the Service Levels to the Service Level Agreement.

**PART 1  
SERVICE LEVELS APPLICABLE TO THE ASSESSMENT ROLL**

<b>Service Level Name:</b>	<b>Accuracy of Assessment of Residential Properties</b>
<b>Service Level Objective:</b>	To measure the accuracy and/or uniformity of reassessment values, for residential properties, against the internationally recognized mass appraisal IAAO Standards.
<b>Service Level Requirement:</b>	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ <b>ASR</b> ”) as set forth in the IAAO Standards.  Uniformity will meet the Coefficient of Dispersion (“ <b>COD</b> ”) standards as set forth in the IAAO Standards.
<b>Definitions:</b>	“ <b>IAAO Standards</b> ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
<b>Measurement Process:</b>	This Service Level will be measured in accordance with the IAAO Standards.  Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
<b>Measurement Period:</b>	N/A.
<b>Frequency:</b>	At the time of the province-wide reassessment.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	With the assessment roll.



<b>Service Level Name:</b>	<b>Accuracy of Assessment of Farm Properties</b>
<b>Service Level Objective:</b>	To measure the accuracy and/or uniformity of reassessment values, for farm properties, against the internationally recognized mass appraisal IAAO Standards.
<b>Service Level Requirement:</b>	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards.  Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
<b>Definitions:</b>	“ <b>IAAO Standards</b> ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
<b>Measurement Process:</b>	This Service Level will be measured in accordance with the IAAO Standards.  Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
<b>Measurement Period:</b>	N/A.
<b>Frequency:</b>	At the time of the province-wide reassessment.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	With the assessment roll.

<b>Service Level Name:</b>	<b>Accuracy of Assessment of Multi-Residential Properties</b>
<b>Service Level Objective:</b>	To measure the accuracy and/or uniformity, for multi-residential properties, against the internationally recognized mass appraisal IAAO Standards.
<b>Service Level Requirement:</b>	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards.  Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
<b>Definitions:</b>	“ <b>IAAO Standards</b> ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
<b>Measurement Process:</b>	This Service Level will be measured in accordance with the IAAO Standards.  Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
<b>Measurement Period:</b>	N/A.
<b>Frequency:</b>	At the time of the province-wide reassessment.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	With the assessment roll.

<b>Service Level Name:</b>	<b>Accuracy of Assessment of Commercial and Industrial Properties</b>
<b>Service Level Objective:</b>	To measure the accuracy and/or uniformity, for commercial and industrial properties, against the internationally recognized mass appraisal IAAO Standards.
<b>Service Level Requirement:</b>	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards.  Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
<b>Definitions:</b>	“ <b>IAAO Standards</b> ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
<b>Measurement Process:</b>	This Service Level will be measured in accordance with the IAAO Standards.  Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
<b>Measurement Period:</b>	N/A.
<b>Frequency:</b>	At the time of the province-wide reassessment.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	With the assessment roll.

<b>Service Level Name:</b>	<b>Accuracy and Timeliness of Delivery of the Year-End Tax File</b>
<b>Service Level Objective:</b>	To provide the Year-End Tax File annually no later than December 8th, in the agreed upon format, that can be successfully loaded into a Municipality's system.
<b>Service Level Requirements:</b>	<p>MPAC will deliver the Year-End Tax File to Municipalities no later than December 8<sup>th</sup> of each calendar year. If a Year-End Tax File Error is discovered that prevents the Year-End Tax File from being loaded, MPAC will provide a Year-End Tax File Error free replacement Year-End Tax File within seven Business Days of a Municipality notifying MPAC of the Year-End Tax File Error.</p> <p>MPAC will provide a minimum of six months' notice of any changes to the format of the Year-End Tax File.</p>
<b>Definitions:</b>	<p><b>"Year-End Tax File Error"</b> means a problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.</p> <p><b>"Year-End Tax File"</b> means the electronic data file that MPAC delivers to each Municipality each calendar year for municipal planning and tax purposes.</p>
<b>Measurement Process:</b>	MPAC will monitor the number of timely Year-End Tax Files delivered by December 8th each calendar year to Municipalities in the agreed upon format, and will identify the number of Year-End Tax Files that cannot be loaded.
<b>Measurement Period:</b>	Calendar year.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	<p>Each Municipality must be capable of accepting the Year-End Tax File in the applicable format.</p> <p>Data provided in the Year-End Tax File may be used only in accordance with Section 53(3) of the <i>Assessment Act, R.S.O. 1990, c. A.31</i>.</p>
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Annually, and the report will include a list, provided by MPAC, of the quality control process checks performed by MPAC on the Year-End Tax File.

**Part 2**  
**SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE**

<b>Service Level Name:</b>	<b>Timeliness of Processing Building Permit Notifications</b>
<b>Service Level Objective:</b>	To ensure all Building Permit notifications are loaded to MPAC's Permit Tracking System database within a specified time.
<b>Service Level Requirements</b> :	<p><u>Paper Building Permits</u>. At least 90% of the total number of Building Permits that MPAC receives in paper format from a Municipality in a calendar month will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Not Received in the Predefined Format</u>. At least 90% of the total number of Building Permits that MPAC receives electronically from a Municipality in a calendar month that have not been completed in the predefined format as published by MPAC will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Received in the Predefined Format</u>: All Building Permits that MPAC receives electronically from a Municipality in a calendar month completed in the predefined format as published by MPAC, will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p>
<b>Definitions:</b>	<p><b>"Complete Building Permit"</b> means a Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).</p> <p><b>"Permit Tracking System"</b> means MPAC's central repository of Building Permits.</p> <p><b>"Timely Permit"</b> means a Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.</p>

<b>Measurement Process:</b>	<p>MPAC will track each Building Permit that it receives in paper format from the moment it arrives in MPAC's central processing facility. Each paper-format Building Permit that MPAC receives at its Central Processing Facility will be stamped with the date and time of such receipt.</p> <p>MPAC will track each Building Permit that it receives electronically from the moment it is received in the designated mailbox or through the MPAC-designated web service.</p>
<b>Measurement Period:</b>	Calendar month.
<b>Formula:</b>	$\frac{\text{Total number of Timely Permits in a calendar month}}{\text{Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month}}$ <p>expressed as a percentage.</p>
<b>Dependencies:</b>	All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Monthly.

<b>Service Level Name:</b>	<b>Timeliness of Delivery of the Quarterly and Preliminary New Assessment Forecasts</b>
<b>Service Level Objective:</b>	To deliver preliminary and quarterly forecasting reports to Municipalities predicting new assessment growth.
<b>Service Level Requirements:</b>	<p>MPAC will deliver a New Assessment Forecast to Municipalities within 30 days following the end of each of the first three quarters in a calendar year. For clarity, MPAC will deliver a total of three New Assessment Forecasts to Municipalities during a calendar year.</p> <p>MPAC will deliver a Preliminary New Assessment Forecast to Municipalities within 30 days following the commencement of the fourth quarter of each calendar year.</p>
<b>Definitions:</b>	<p><b>“New Assessment Forecast”</b> means MPAC’s forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either</p> <p>(i) Building Permits issued in respect of such Property Categories during such calendar year or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p> <p><b>“Preliminary New Assessment Forecast”</b> means MPAC’s forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipalities in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.</p>
<b>Measurement Process:</b>	<p>MPAC will track the period of time from the end of the calendar quarter until MPAC delivers the New Assessment Forecast.</p> <p>MPAC will track the period of time beginning at the commencement of the fourth calendar quarter until MPAC delivers the Preliminary New Assessment Forecast.</p>
<b>Measurement Period:</b>	Calendar quarter.
<b>Formula:</b>	N/A.

<p><b>Dependencies:</b></p>	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must contain sufficient information to enable MPAC to predict accurate new assessment growth.</p>
<p><b>Additional Exceptions:</b></p>	<p>N/A.</p>
<p><b>Delivery of Service Level Report by MPAC:</b></p>	<p>Quarterly for the New Assessment Forecasts (except for the fourth calendar quarter of a calendar year).</p> <p>Annually for the Preliminary New Assessment Forecast.</p>



<b>Service Level Name:</b>	<b>Timeliness of MPAC's delivery of the New Assessment Report to Municipalities.</b>
<b>Service Level Objective:</b>	To provide a report to Municipalities that compares actual versus forecasted new assessment growth.
<b>Service Level Requirement:</b>	MPAC will deliver the New Assessment Report to Municipalities within 30 days following the end of each calendar year.
<b>Definitions:</b>	<p><b>"New Assessment Report"</b> means a report that sets out:</p> <p>(i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p>
<b>Measurement Process:</b>	MPAC will track the period of time from the end of the calendar year until MPAC delivers the New Assessment Report.
<b>Measurement Period:</b>	Calendar year.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must</p>

	contain sufficient information to enable MPAC to predict accurate new assessment growth.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Annual.

<b>Service Level Name:</b>	<b>Processing of Supplementary and Omitted Assessments</b>
<b>Service Level Objective:</b>	Process Supplementary Assessment Change and Omitted Assessment Change in a timely manner.
<b>Service Level Requirement:</b>	Process at least 85% of the total value of Supplementary Assessment Change and related Omitted Assessment Change within one year of such Supplementary Assessment Change or Omitted Assessment Change, and the balance of the total value of Supplementary Assessment Change and related Omitted Assessment Change in accordance with the requirements of Sections 33 and 34 of the <i>Assessment Act</i> .
<b>Definitions:</b>	<p><b>"Supplementary Assessment Change"</b> means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31, effective on the date on which the property commences to be used for any purpose.</p> <p><b>"Omitted Assessment Change"</b> means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31.</p>
<b>Measurement Process:</b>	<p>For each Property Category, MPAC will track the period of time it takes from when the property commences to be used until the Supplementary Assessment Change and the related Omitted Assessment Change is entered into and approved in MPAC's systems.</p> <p>For each Property Category, MPAC will measure the Supplementary Assessment Change and the related Omitted Assessment Change attributable to properties that commence to be used that are entered and approved in MPAC's systems.</p>
<b>Measurement Period:</b>	Calendar year.
<b>Formula:</b>	<p>Total value of Supplementary Assessment Change and Omitted Assessment Change for each Property Category within the calendar year approved in MPAC's systems within one year following the date each property becomes occupied ÷ Total value of Supplementary Assessment Change and the Omitted Assessment Change for that same Property Category within the calendar year, expressed as a percentage.</p>

<b>Dependencies:</b>	All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by
	<p>MPAC within 30 days following their issuance by the Municipality.</p> <p>The Municipality must provide non-residential building plans to MPAC within 10 days of request by MPAC.</p> <p>The Municipality must notify MPAC that applicable properties have become occupied and/or provide MPAC with timely updates on the progress of construction, alterations or additions.</p>
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Annually.



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

**BY-LAW NO. 32-2023**

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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 June 6, 2023.

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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 June 6<sup>th</sup>, 2023, 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 6<sup>th</sup> day of June 2023, 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 6<sup>th</sup> day of June 2023**

**Read a THIRD time and FINALLY PASSED this 6<sup>th</sup> day of June 2023**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

<b>Service Level Name:</b>	<b>Timeliness of Delivery of Monthly PRAN Reports</b>
<b>Service Level Objective:</b>	To deliver Monthly PRAN Reports to Municipalities by specified dates.
<b>Service Level Requirements:</b>	MPAC will deliver the Monthly PRAN Report to Municipalities within 30 days following the end of each calendar month.
<b>Definitions:</b>	<p><b>“Monthly PRAN Report”</b> means the report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC’s issuance of such PRANs.</p> <p><b>“MPlan”</b> means a new registered plan of subdivision.</p> <p><b>“PRAN”</b> means the Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, as amended from time to time.</p> <p><b>“Property Class”</b> means the property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, and the property subclasses provided in the regulations made thereunder, all as amended from time to time.</p>
<b>Measurement Process:</b>	N/A.
<b>Measurement Period:</b>	Calendar month.
<b>Formula:</b>	N/A.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Monthly

<b>Service Level Name:</b>	<b>Timeliness of Delivery of the Severance/Consolidation Information Form (“SCIF”)</b>
<b>Service Level Objective:</b>	To deliver to Municipalities at least 90% of the total number of SCIFs within 150 days of plan registration
<b>Service Level Requirement:</b>	<p>At least 90% of the total number of SCIFs in respect of MPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following such registration.</p> <p>100% of the total number of SCIFs in respect of MPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration.</p> <p>At least 90% of the total number of SCIFs in respect of RPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following the registration of the first sale on such RPlan.</p> <p>100% of the total number of SCIFs in respect of RPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration of the first sale on such RPlan.</p>
<b>Definitions:</b>	<p>“<b>Apportionment</b>” means an apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i>, as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended.</p> <p>“<b>Consolidation</b>” means the amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.</p> <p>“<b>MPlan</b>” means a new registered plan of subdivision.</p> <p>“<b>RPlan</b>” means a reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P.13</i>, following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.</p> <p>“<b>SCIF</b>” means the Severance/Consolidation Information Form, which sets out information related to an Apportionment, and is used by Municipalities to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act</i>,</p>

	<p>2001, S.O. 2001, c. 25, as amended, or Section 322(1) of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p> <p><b>“Severance”</b> means the separation, authorized by a Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.</p>
<b>Measurement Process:</b>	For each property, MPAC will track the period of time commencing when the applicable MPlan or RPlan and sale is registered in the Land Registry System until the SCIF in respect of such MPlan or RPlan is entered into MPAC’s systems and thereby delivered to the Municipality.
<b>Measurement Period:</b>	Semi-annually.
<b>Formula:</b>	<p>Total number of SCIFs in respect of MPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of MPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p> <p>Total number of SCIFs in respect of RPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of RPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p>
<b>Dependencies:</b>	Delivery by the Municipality to MPAC (or MPAC’s agent) of required information in order for MPAC to be able to process SCIFs including, without limitation, information on lot zoning, lot addresses, and lot servicing.
<b>Additional Exceptions:</b>	Any delay in MPAC’s receipt of the information from the Land Registry System and/or any other third party required in order to complete the SCIF.
<b>Delivery of Service Level Report by MPAC:</b>	Semi-annually.



<b>Service Level Name:</b>	<b>Timeliness of Delivery of the Condominium Plan Information Form (“CPIF”)</b>
<b>Service Level Objective:</b>	To deliver to Municipalities at least 90% of the total number of CPIFs within 150 days following registration.
<b>Service Level Requirement:</b>	At least 90% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System during a calendar year will be delivered by MPAC to Municipalities within 150 days following such registration.  100% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System will be delivered by MPAC to Municipalities within one year following such registration.
<b>Definitions:</b>	“ <b>Condominium Plan</b> ” means a new registered condominium plan.  “ <b>CPIF</b> ” means condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
<b>Measurement Process:</b>	For each property, MPAC will track the period of time from when the Condominium Plan in respect of such property is registered in the Land Registry System until the CPIF in respect of such Condominium Plan is entered into MPAC’s systems and thereby delivered to the Municipality.
<b>Measurement Period:</b>	Semi-annually.
<b>Formula:</b>	Total number of CPIFs delivered to the Municipality within 150 days in a given reporting period ÷ total number of CPIFs delivered to the Municipality in the same reporting period, expressed as a percentage.
<b>Dependencies:</b>	N/A.
<b>Additional Exceptions:</b>	Any delay in MPAC’s receipt of information from the Land Registry System and/or any other third party required in order to complete the CPIF.
<b>Delivery of Service Level Report by MPAC:</b>	Semi-annually.

<b>Service Level Name:</b>	<b>Timeliness of delivery of completed Tax Applications</b>
<b>Service Level Objective:</b>	To complete and return to Municipalities at least 90% of Tax Applications within 90 days of receipt.
<b>Service Level Requirements</b> :	<p>At least 90% of the total number of Tax Applications received by MPAC during a calendar year will be reviewed, responded to and such response delivered through MPAC's Response Form to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p> <p>All Tax Applications received by MPAC on or before May 15<sup>th</sup> of a calendar year will be reviewed, responded to and such responses delivered by MPAC to the Municipality on or before August 15<sup>th</sup> of that same calendar year.</p>
<b>Definitions:</b>	<p><b>"Completed Tax Application"</b> means a Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.</p> <p><b>"MPAC's Response Form"</b> means MPAC's form used for recording Tax Application information.</p> <p><b>"Completed MPAC Response Form"</b> means an MPAC Response Form completed by MPAC and delivered to the Municipality.</p> <p><b>"Tax Application"</b> means an application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended from time to time; (ii) in the case of a Municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i>, as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.</p> <p><b>"Timely Completed Tax Application"</b> means a Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p>
<b>Measurement Process:</b>	MPAC will track the period of time commencing when MPAC receives a Tax Application from the Municipality until MPAC

	delivers a Completed Tax Application to such Municipality. MPAC will track the accuracy of Completed Tax Applications.
<b>Measurement Period:</b>	Calendar quarter.
<b>Formula:</b>	Total number of Timely Completed Tax Applications in a calendar quarter for the Municipality ÷ Total number of Tax Applications received by MPAC in that same calendar quarter for the Municipality, expressed as a percentage.
<b>Dependencies:</b>	<p>MPAC must receive all required supporting documentation to the Tax Application in order to process a Completed MPAC Response Form, including, without limitation, all documentation required from the taxpayer.</p> <p>In order for MPAC to deliver a response in respect of a Tax Application to a Municipality prior to August 15<sup>th</sup>, MPAC must receive all required supporting documentation to such Tax Application, including, without limitation, all documentation required from the taxpayer, by May 15<sup>th</sup> (or the next Business Day) of that same calendar year.</p>
<b>Additional Exceptions:</b>	The failure of any third party to provide any information required to accurately provide a Completed Tax Application or MPAC's Response Form.
<b>Delivery of Service Level Report by MPAC:</b>	Quarterly.

<b>Service Level Name:</b>	<b>Timeliness of Delivery of Completed Vacant Unit Rebate Applications</b>
<b>Service Level Objective:</b>	To complete and return 100% of the original and interim Vacant Unit Rebate Applications within 60 days.
<b>Service Level Requirement:</b>	100% of the total number of Vacant Unit Rebate Applications received by MPAC during the calendar quarter will be reviewed, responded to and such response delivered by MPAC to the Municipality within 60 days following MPAC's receipt of such Vacant Unit Rebate Application.
<b>Definitions:</b>	<p><b>"Completed Vacant Unit Rebate Application"</b> means a Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.</p> <p><b>"Timely Completed Vacant Unit Rebate Application"</b> means collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.</p> <p><b>"Vacant Unit Rebate Application"</b> means an application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended from time to time; or (ii) in the case of a Municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011, S.O. 2001, c. 25</i>, as amended from time to time.</p>
<b>Measurement Process:</b>	MPAC will track the period of time commencing when MPAC receives a Vacant Unit Rebate Application from the Municipality until MPAC delivers a Completed Vacant Unit Rebate Application and related factual information in respect of such Vacant Unit Rebate Application to such Municipality.
<b>Measurement Period:</b>	Calendar quarter.
<b>Formula:</b>	Total number of Timely Completed Vacant Unit Rebate Applications for a Municipality in a calendar quarter ÷ Total number of Vacant Unit Rebate Applications received by MPAC for such Municipality in that same calendar quarter, expressed as a percentage.

<b>Dependencies:</b>	MPAC must be in receipt of all necessary information from the Municipality in order to process a Vacant Unit Rebate Application.
<b>Additional Exceptions:</b>	This Service Level does not apply to Vacant Unit Rebate Applications that are resubmitted pursuant to section 41(1) of O. Reg. 121/07 made under the <i>City of Toronto Act</i> , as amended from time to time, in the case of the City of Toronto, or in the case of all Municipalities except for the City of Toronto, section 4(1) of O. Reg. 325/01 made under the <i>Municipal Act</i> , as amended from time to time.
<b>Delivery of Service Level Report by MPAC:</b>	Quarterly.

**Part 3**  
**SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES**

<b>Service Level Name:</b>	<b>Response to and Resolution of Municipal Enquiries</b>
<b>Service Level Objective:</b>	To acknowledge and resolve Enquiries from Municipalities within specified time periods
<b>Service Level Requirement:</b>	<p><b>Urgent Enquiries:</b> Response to Municipality of Urgent Enquiries received by the MPAC Regional Manager or the MPAC Account Manager (as applicable) within two Business Days of MPAC’s receipt of such Enquiry.</p> <p><b>Non-Urgent Enquiries:</b> Acknowledgment to Municipality of Non-Urgent Enquiries submitted to MPAC’s WorkSight portal within one Business Day of MPAC’s receipt of such enquiry.</p> <p>Response to Municipality of Non-Urgent Enquiries submitted to MPAC’s WorkSight portal within 30 days of MPAC’s receipt of such email.</p>
<b>Definitions:</b>	<p>“<b>Acknowledgment</b>” means the successful registration of an Enquiry in MPAC’s WorkSight portal, which will be communicated to the Municipality.</p> <p>“<b>Enquiry</b>” means an Urgent Enquiry and a Non-Urgent Enquiry.</p> <p>“<b>Non-Urgent Enquiry</b>” means any Enquiry received by MPAC from a Municipality submitted to MPAC’s WorkSight portal.</p> <p>“<b>Response</b>” means the provision of a sufficient answer to a Municipality’s Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.</p> <p>“<b>Urgent Enquiry</b>” means an Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality’s ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.</p>
<b>Measurement Process:</b>	MPAC will track all Urgent Enquiries and Non-Urgent Enquiries and will track all Acknowledgment and Response times.

<b>Measurement Period:</b>	Calendar quarter
<b>Formula:</b>	For a given Municipality, the total number of Enquiries addressed within 30 days of receipt in a given reporting period ÷ the total number of Enquiries addressed in the same reporting period, expressed as a percentage.
<b>Dependencies:</b>	<p>Municipalities must clearly articulate each question and provide to MPAC all required supporting information.</p> <p>Municipalities must properly identify and justify that an Enquiry is an Urgent Enquiry.</p>
<b>Additional Exceptions:</b>	<p>Any Urgent Enquiries or Non-Urgent Enquires that are part of a Request for Reconsideration or any appeal proceeding will not be counted for the purposes of this Service Level.</p> <p>Any Urgent Enquiries or Non-Urgent Enquires that must be reviewed by MPAC's Legislation and Policy Support Services Department will not be counted for the purposes of this Service Level.</p> <p>In order for this Service Level to apply, Urgent Enquiries or Non-Urgent Enquiries must be MPAC's sole responsibility. If MPAC requires any information, data, or advice from any third party, this Service Level will not apply.</p>
<b>Delivery of Service Level Report by MPAC:</b>	Quarterly.



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

**BY-LAW NO. 32-2023**

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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 June 6, 2023.

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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 June 6<sup>th</sup>, 2023, 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 6<sup>th</sup> day of June 2023, 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 6<sup>th</sup> day of June 2023**

**Read a THIRD time and FINALLY PASSED this 6<sup>th</sup> day of June 2023**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam