



## MUNICIPALITY OF MORRIS-TURNBERRY

### COUNCIL AGENDA

Tuesday, June 20<sup>th</sup>, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet electronically in regular session on the 20<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 20<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 June 6<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 20<sup>th</sup> accounts in the amount of \$1,606,668.03*

~

#### 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 MUNICIPAL AUDIT REPORT 2022

Nancy Bridge of Seebach and Company Chartered Professional Accountants will present the 2022 Financial Statements and Audit Report.

*Moved by ~  
Seconded by ~*

*THAT The Council of the Municipality of Morris-Turnberry accept the 2022 Audit Report and Financial Statements as submitted by Nancy Bridge, Auditor, Seebach and Company Chartered Professional Accountants.*

~

## 7.0 **STAFF REPORTS**

### 7.1 CLERK

#### 7.1.1 ACCESSABILITY DESK AUDIT

A report has been prepared by Deputy Clerk Kim Johnston in this regard for the information of Council.

### 7.2 TREASURER

#### 7.2.1 ENERGY CONSUMPTION AND GREENHOUSE GAS EMISSIONS REPORT

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

## 8.0 **BUSINESS**

None.

## 9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

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

10.1 Monthly Report – Belgrave Water

10.2 Minutes – Huron East Recreation Advisory Committee – May 30

10.3 Meeting Highlights – AMDSB

10.4 Notice – Huron Perth Healthcare Alliance AGM

10.5 Notice – Declaration of surplus and intent to dispose of unopened road allowance – Huron East

10.6 Outstanding Action Items

## 11.0 **NEW BUSINESS**

None.

**12.0 BY-LAWS AND AGREEMENTS****12.1 DEMOLITION AGREEMENT**

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

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law # 33-2023, being a by-law to authorize an agreement for the demolition of a residence in the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of June 2023.*

~

**12.2 DATAFIX VOTER LIST MANAGEMENT AGREEMENT**

At the June 6<sup>th</sup> meeting of Council staff were directed to return a by-law authorizing the execution of an agreement between the Municipality and Comprint Systems Incorporated for voter list management services. By-Law 34-2023 is provided for consideration.

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 34-2023, being a by-law to authorize the execution of an agreement between the Municipality of Morris-Turnberry and Comprint Systems Incorporated for voter list management services, and that it now be read a first, second, and third time, and finally passed this 20<sup>th</sup> day of June 2023.*

~

**13.0 CLOSED SESSION**

None.

**14.0 CONFIRMING BY-LAW**

*Moved by ~  
Seconded by ~*

*THAT leave be given to introduce By-Law 35-2023, 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 20<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, July 4<sup>th</sup>, 2023, 7:30 pm  
Regular Meeting of Council – Tuesday, July 18<sup>th</sup>, 2023, 7:30 pm  
Regular Meeting of Council – Tuesday, August 8<sup>th</sup>, 2023, 7:30 pm  
Regular Meeting of Council – Tuesday, September 5<sup>th</sup>, 2023, 7:30 pm



## MUNICIPALITY OF MORRIS-TURNBERRY

### COUNCIL AGENDA

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

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 6<sup>th</sup> day of June 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
Kirk Livingston	Chief Building Official / Drainage Superintendent / Property Standards Officer / Zoning Administrator
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 136-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*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.*

Carried.

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

None.

#### **4.0 MINUTES**

*Motion 137-2023*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the May 16<sup>th</sup>, 2023, Council Meeting Minutes as written.*

Carried.

## 5.0 ACCOUNTS

*Motion 138-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*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.*

*Carried.*

## 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.

Discussion followed with Council expressing concern regarding the irregular shape of the proposed retained lands.

Concerns were raised regarding entrance options for severed agricultural lands given that no new entrance would be permitted on Glenannon Road. Clarification was requested from the Director of Public Works as to whether an entrance would be allowed from Holmes Line.

*Motion 139-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT further consideration of application C27-2023 be deferred until such time as the Planner and the Applicant are able return a proposal with a regular lot shape, and clarification regarding potential entrances to the severed parcel is received from the Director of Public Works.*

*Carried.*

### 6.2 ZONING BY-LAW AMENDMENT PUBLIC MEETING

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

*Motion 140-2023*

*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 opens a Public Meeting to consider Zoning By-Law Amendment MTu Z02-2023.*

*Carried.*

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

### 6.2.1 Call to Order

Mayor Heffer called the meeting to order at 7:45 pm

### 6.2.2 Declaration of Pecuniary Interest

### 6.2.3 Requirement

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

### 6.2.4 Housekeeping Amendment

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

Ms. Tydd-Hrynyk presented her report.

##### 2. Council's Questions and/or Comments

Mayor Heffer confirmed with Mr. Livingston that the 9m height was acceptable. Mr. Livingston confirmed that it would bring the by-law into conformity with previous versions of the by-law.

##### 3. Applicant and/or Agent

None.

##### 4. Others

None.

#### 6.2.7 Recommendation of the Huron County Planner

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

#### 6.2.8 Close public meeting

*Motion 141-2023*

*Moved by Jodi Snell  
Seconded by Kevin Freiburger*

*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.*

*Carried.*

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

*Motion 142-2023*

*Moved by Kevin Freiburger  
Seconded by Jodi Snell*

*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.*

*Carried.*

#### 6.2.10 Effect of Public and Agency Comments

Public comments were received on the issues of the application of the VR-1 Zone that did not influence the decision of Council as they were addressed by the Planner in advance of the meeting through clarification. No agency comments were received on this application so there was no effect on the decision.

## **7.0 STAFF REPORTS**

### 7.1 CLERK

#### 7.1.1 Submission of Comments to Environmental Registry of Ontario

A report was presented by CAO/Clerk Trevor Hallam in this regard for the information of Council.

### 7.2 PUBLIC WORKS

#### 7.2.1 Operations Update

A report prepared by Director of Public Works Mike Alcock to provide an update on Public Works operations and activities was presented by Mr. Hallam.

## **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 prepared by Director of Public Works Mike Alcock in this regard was presented by Mr. Hallam.

*Motion 143-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*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.*

*Carried.*

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

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

*Motion 144-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*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.*

*Carried.*

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

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

*Motion 145-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry accepts the quotation from Boyds Farm Supply for the supply and delivery of a 2023 CF Moto all-terrain vehicle and accessories for a quoted \$11,254.00 (excluding HST) and authorizes CAO / Clerk and Drainage Superintendent to execute all required documents.*

*Carried.*

8.3 TENDER RESULTS - BIVAL MUNICIPAL DRAIN

A recommendation prepared by project Engineer Bill Dietrich in this regard was presented by Mr. Hallam.

*Motion 146-2023*

*Moved by Kevin Freiburger /  
Seconded by Jodi Snell*

*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.*

*Carried.*

8.4 REQUEST FOR PROPOSAL RESULTS – PAY EQUITY AND COMPENSATION REVIEW

A report was presented by CAO/Clerk Trevor Hallam in this regard.

*Motion 147-2023*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*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.*

*Carried.*

8.5 DATAFIX VOTER LIST MANAGEMENT AGREEMENT

A report prepared by Deputy Clerk Kim Johnston in this regard was presented by Mr. Hallam.

*Motion 148-2023*

*Snell Moved by Jodi Snell  
Seconded by Kevin Freiburger*

*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.*

*Carried.*

9.0 **COUNCIL REPORTS**

Kevin Freiburger

May 30<sup>th</sup> attended the first Huron East recreation advisory committee meeting.

Jamie McCallum

No report.



Sharen Zinn

May 17<sup>th</sup> attended an Maitland Valley Conservation Authority board meeting  
 May 24 attended a Carbon Footprint information meeting.

Jodi Snell

No report.

Jamie Heffer

No report.

## **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

*Motion 149-2023*

*Snell Moved by Jamie McCallum  
 Seconded by Sharen Zinn*

*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.*

*Carried.*

## **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 proceeded to give 3<sup>rd</sup> reading to the By-law.

*Motion 150-2023*

*Moved by Kevin Freiburger  
 Seconded by Jodi Snell*

*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.*

*Carried.*

### **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.

*Motion 151-2023*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*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.*

*Carried.*

**13.0 CLOSED SESSION**

None.

**14.0 CONFIRMING BY-LAW**

*Motion 152-2023*

*Moved by Kevin Freiburger  
Seconded by Sharen Zinn*

*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.*

*Carried.*

**15.0 ADJOURNMENT**

*Motion 153-2023*

*Moved by Jamie McCallum  
Seconded by Jodi Snell*

*THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 8:20 pm.*

*Carried.*

**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

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

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

June 20 2023

**General**

Hydro One	Morris Office	341.05
Hydro One	Streetlights	1,130.56
Bell Mobility	Cell Phone	25.07
Bell Canada	Morris Office	460.93
Bell Canada	Turnberry Shop - Emergency Lines	113.28
Tuckersmith Communications	Morris Office Internet & Security	146.90
MicroAge Basics	Office Supplies & IT Services	1,150.63
McDonald Home Hardware	Office Flower Bed Mulch	27.07
Pitney Bowes	Postage Machine Lease	191.20
Artech Signs & Graphics Ltd.	Label	28.25
Truly Nolen	Pest Control	402.00
Randy Scott	Livestock Evaluation	56.88
PSD Citywide	Asset Management	6,511.63
Wingham & District Hospital Foundation	2023 Physician Recruitment	2,592.00
Township of North Huron	Water Billings	8,741.97
Sepoy Wiring	Streetlight Repair	236.67
County of Huron	2023 Q2 Levy	732,078.00
Avon Maitland District School Board	2023 Q2 Levy	258,708.71
Huron-Perth Separate School Board	2023 Q2 Levy	39,049.44

**Payroll**

June 7 2023	Payroll	24,321.08
	Expenses	414.07

**General Total** 1,076,727.39

**Building Department**

Bell Mobility	Cell Phone	59.76
Foxtan Fuels	Fuel	420.25
Listowel Auto Glass Ltd	Vehicle Repair	601.16

**Payroll**

June 7 2023	Payroll	5,682.10
	Expenses	-

**Building Total** 6,763.27

**Property Standards**

Keppelcreek	May Bylaw Enforcement	1,095.17
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**Property Standards Total** 1,095.17

**Drainage**

Chuck Hull	William Ross Municipal Drain	303.57
John McKercher Construction	Russel MD, William Ross MD & Coultres MD	827.73
Maitland Conservation	Schwartzentruber MD & Ellis MD	495.00
D&I Wattam Const Ltd.	Sellers Municipal Drain	3,875.90

**Drainage Total** 5,502.20

**Parks & Cemeteries**

Hydro One	Kinsmen Park	35.01
PE Inglis Holdings Inc	Portable Unit	226.00
Ronald Knop	Mulch for Parks	56.50

**Parks & Cemeteries Total** 317.51

**Belgrave Water**

Allstream	Belgrave Water	111.09
Hydro One	Belgrave Water	1,275.18
Hydro One	Humphrey Well	47.57
Bell Canada	Belgrave Water	155.00
Hay Communications	Belgrave Water	11.30
Kincardine Cable	Belgrave Water	41.75

**Water Total** 1,641.89

**Landfill**

Bell Mobility	Cell Phones	8.91
Hydro One	Morris Landfill	76.98
PE Inglis Holdings Inc.	Portable Unit	175.15
John McKercher Construction	Morris Landfill	2,542.50
MGM Townsend Tire	Tire Repair	228.26
SGS Canada Inc.	Turnberry Landfill	988.75
Bluewater Recycling Association	Curbside Pickup - June	14,631.02

**Landfill Total****18,651.57****Roads**

Hydro One	Morris Shop	170.53
Hydro One	Turnberry Shop	205.75
Bell Canada	Morris Shop	230.46
Bell Canada	Turnberry Shop	113.28
Bell Mobility	Cell Phones	93.74
HuronTel	Turnberry Shop Internet	66.56
PBJ Cleaning Depot Inc	Water	148.28
McDonald Home Hardware	Shop Supplies	76.51
Midwest Co-Op	Drill Bit	19.20
Steffen's Auto Supply	Soap	33.89
Centra Door North Co Ltd.	Turnberry Shop Door Repair	305.10
Radar Auto Parts	Shop Supplies & Parts for 06-04 Grader	516.79
Foxton Fuels	Fuel	13,858.09
McDonagh Insurance Brokers Ltd.	Insurance	1,507.00
Strongco	Parts for 06-04 Grader	732.60
MGM Townsend Tire	Tire for 15-10 Loader	2,739.58
Joe Kerr Ltd.	Repair for 16-05 Tandem	3,377.92
Joe Kerr Ltd.	Gravel	375,189.03
Pollard Distribution Inc.	Dust Control	61,318.58
Cut Rite Tree Service	Stump Grinding	452.00
North Huron Publishing Company Inc.	Pesticide Notice	368.56
Municipality of Morris-Turnberry	Turnberry Shop Water	117.63

**Payroll**

June 7 2023	Payroll	34,081.01
	Expenses	246.94

**Roads Total****495,969.03****Account Total****1,606,668.03****Approved By Council:**

June 20 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 20, 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> 96 acres +/- (38 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> 5 acres +/- (2.16 ha)	Official Plan Designation: Agriculture, Natural Environment	Zoning: AG1 – (General Agriculture), NE2 – (Natural Environment – Limited Protection)

**Review:** This application:

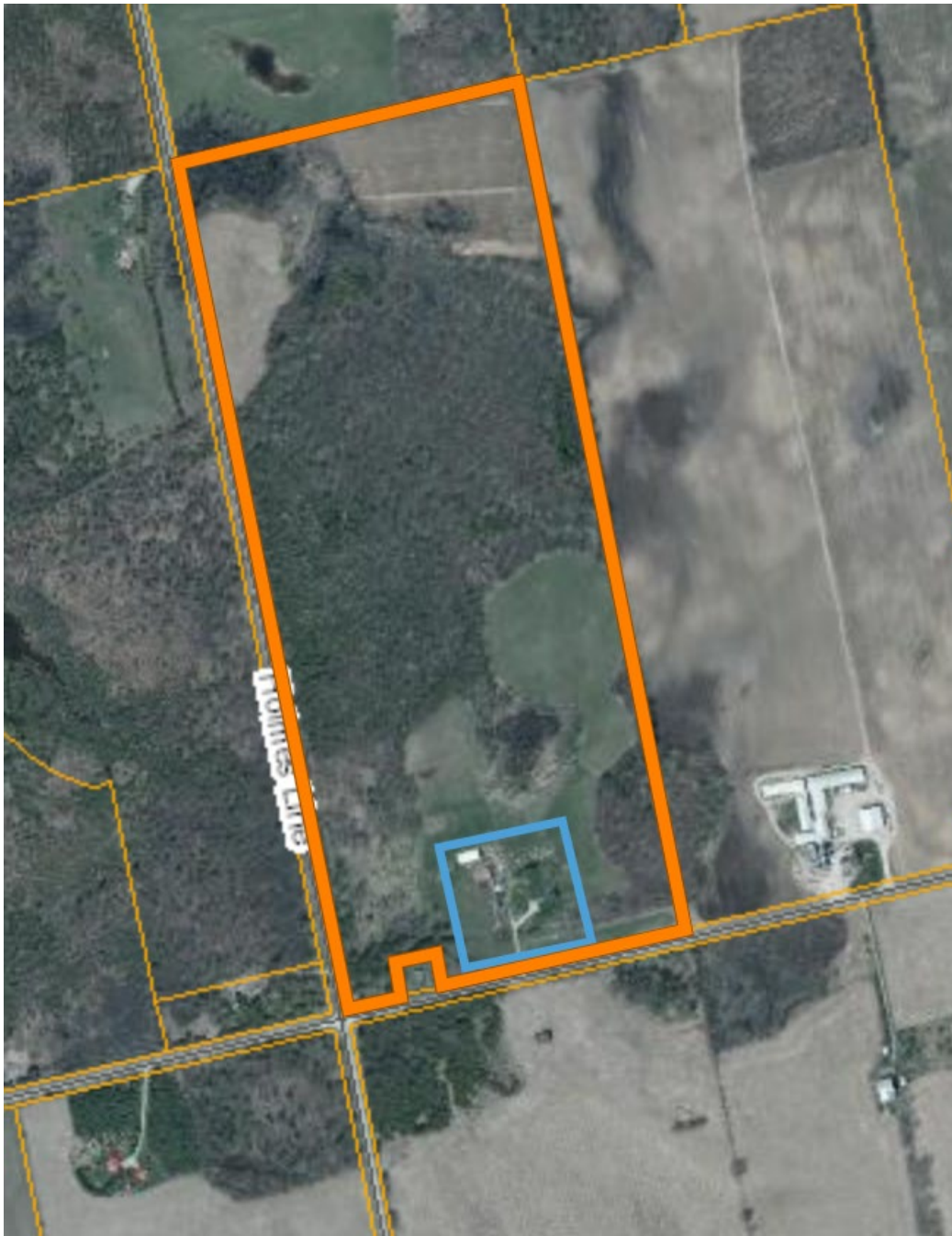
- Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- Conforms with section 51(24) of the Planning Act;
- Conforms to the Huron County Official Plan;
- 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)

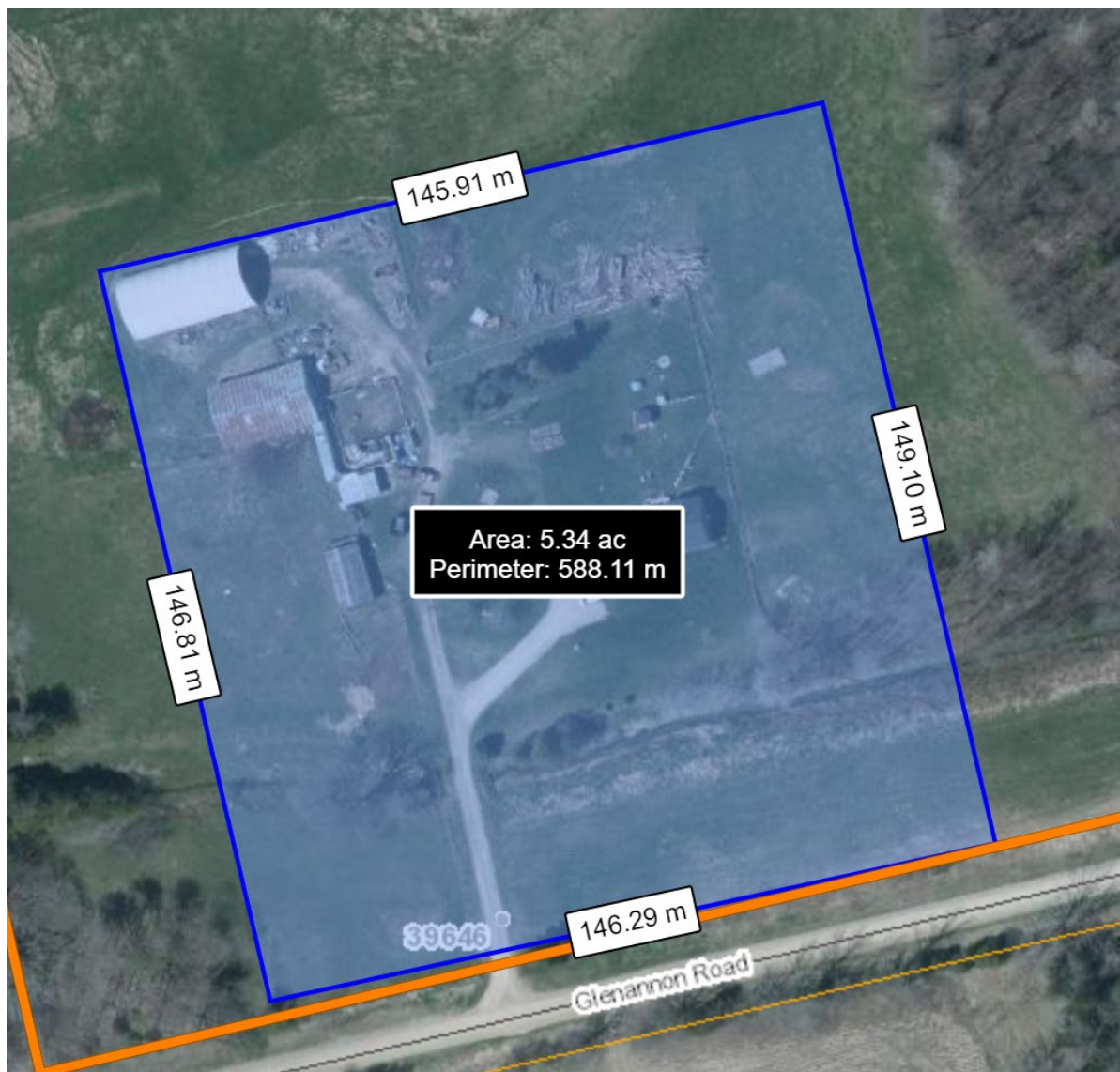
**Agency Comments:**

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

**Figure 1: Subject Property (Outlined in orange, parcel to be retained outlined in blue)**



**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 the Official Plan policies.

**Comments Received:**

**Morris Turnberry Public Works Department:**

- No new entrances will be approved off of Glenannon Rd
- Access to north fields is by Holmes Line
- Access to fields behind house is achieved from existing laneway

**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
- Applicant has amended their lot configuration to address comments made at Council meeting held June 6, 2023



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## **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.
7. An easement be established over the access to the retained lands in favour of the severed lands for the purpose of accessing the farmland to the satisfaction of the Municipality.

### **Survey/Reference Plan**

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

### **Zoning**

9. 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.

## **Note**

The applicant is hereby advised that the severed parcel will be automatically rezoned to recognize the residential parcel (e.g. AG4-Special) and the retained farmlands will be automatically rezoned to prohibit a new residence (e.g. AG1-Special or AG2) in the Municipal Zoning By-law.

Sincerely,

“original signed by”

Meghan Tydd-Hrynyk, Planner

**MUNICIPALITY OF MORRIS-TURNBERRY**  
**REPORT TO COUNCIL**  
**For the year ended December 31, 2022**

**Financial Position**

	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Cash	4,634,839	1,764,464	452,538	224,985	321,120
Investments	87,758	87,024	86,368	85,641	84,577
Taxes receivable (note 1)	387,751	337,229	475,152	518,466	523,718
Accounts receivable	745,188	506,727	344,505	586,251	775,466
Municipal drains in process	388,641	403,369	836,724	651,772	516,876
Long-term receivables	631,995	750,137	838,181	975,255	798,646
	<u>6,876,172</u>	<u>3,848,950</u>	<u>3,033,468</u>	<u>3,042,370</u>	<u>3,020,403</u>
Bank overdraft and loan	-	-	-	850,000	852,838
Accounts payable	780,144	584,182	429,204	490,510	515,091
Deferred revenue (Cda Community Bldg fund reserve)	-	111,409	-	-	-
Long-term debt attributed to long-term receivables	743,269	773,023	814,476	849,911	886,486
Long-term debt to be financed from general revenue	749,561	800,235	850,000	-	-
Landfill closure and post closure liability	795,000	784,000	773,000	720,000	710,000
	<u>3,067,974</u>	<u>3,052,849</u>	<u>2,866,680</u>	<u>2,910,421</u>	<u>2,964,415</u>
Net financial assets (note 2)	<u>3,808,198</u>	<u>796,101</u>	<u>166,788</u>	<u>131,949</u>	<u>55,988</u>
Tangible capital assets					
Net book value beginning of year	20,383,783	18,825,123	18,465,582	18,034,737	16,937,723
Purchases	2,254,278	2,561,562	1,347,041	1,419,173	2,650,757
Disposals and adjustments	(1,257,459)	(114,500)	(49,777)	(93,971)	(703,196)
Amortization	(965,638)	(888,402)	(937,723)	(894,357)	(850,547)
Net book value end of year	<u>20,414,964</u>	<u>20,383,783</u>	<u>18,825,123</u>	<u>18,465,582</u>	<u>18,034,737</u>
Capital assets financed by long term debt	-	(800,235)	(850,000)	(850,000)	-
Net investment in capital assets	<u>20,414,964</u>	<u>19,583,548</u>	<u>17,975,123</u>	<u>17,615,582</u>	<u>18,034,737</u>
Accumulated surplus (note 3)					
Net investment in capital assets	20,414,964	19,583,548	17,975,123	17,615,582	18,034,737
Long term debt to be funded from future revenue or reserves	(749,561)	-	-	-	-
Unfunded landfill liabilities	(795,000)	(784,000)	(773,000)	(720,000)	(710,000)
Reserves	5,331,408	2,353,213	1,804,428	1,679,219	750,305
Other surplus (deficit)	21,351	27,123	(14,640)	22,730	15,683
	<u>24,223,162</u>	<u>21,179,884</u>	<u>18,991,911</u>	<u>18,597,531</u>	<u>18,090,725</u>

**Note 1: Taxes receivable**

Current year taxes receivable as percentage of total levy for year	3.8%	3.1%	3.8%	5.2%	4.5%
Total taxes receivable as percentage of total	4.6%	4.3%	6.1%	7.4%	7.7%

**Note 2: Net financial assets**

Net financial assets are the net amount of cash and items that will eventually be turned into cash or paid out in cash and indicates the extent of resources available to finance future operations.

**Note 3: Accumulated surplus**

Total accumulated surplus indicates the resources available to provide future services. Adequate reserves are an indicator of flexibility and ability to deal with contingencies

**MUNICIPALITY OF MORRIS-TURNBERRY**  
**REPORT TO COUNCIL**  
**For the year ended December 31, 2022**

**Five Year Comparison of Operating Revenue Expenses**

	<b>2022 Budget</b>	<b>2022 Actual</b>	<b>2021 Actual</b>	<b>2020 Actual</b>	<b>2019 Actual</b>	<b>2018 Actual</b>
<b>Revenue</b>						
Taxation	4,476,455	<b>4,473,471</b>	4,082,909	3,934,511	3,486,581	3,383,614
Grants						
OMPF grant	385,000	<b>385,000</b>	442,500	508,600	581,900	665,700
Cda Community Building Fund (Gas tax) grant	106,055	<b>223,798</b>	106,619	106,055	216,787	108,707
Municipal drains	14,800	<b>67,328</b>	74,780	182,193	26,591	196,716
Other capital grants	1,497,466	<b>1,047,719</b>	1,550,224	175,070	478,189	114,245
Other government grants	118,232	<b>132,547</b>	156,480	176,238	75,344	92,130
User fees						
Water	180,335	<b>186,789</b>	180,937	165,584	151,420	146,906
Garbage collection and disposal	315,852	<b>376,393</b>	346,939	295,393	269,261	241,769
Municipal drains	799,800	<b>150,185</b>	330,496	135,239	437,710	114,011
Protective services permits and fees	160,580	<b>193,731</b>	172,018	160,841	117,404	141,315
Shared services recoveries	-	-	105,020	120,817	119,967	105,074
Other fees and charges	170,740	<b>145,578</b>	127,578	112,682	168,733	312,380
Other income						
Bank interest and penalties on taxes	97,740	<b>156,463</b>	102,014	149,768	125,872	119,585
Tangible capital assets contributed	-	-	-	-	-	-
Sale of capital assets	516,500	<b>2,620,098</b>	3,681	11,707	102,408	695,548
Capital financing	-	-	-	-	850,000	-
Total revenue	8,839,555	<b>10,159,100</b>	7,782,195	6,234,698	7,208,167	6,437,700
Less: sale of capital assets	(516,500)	<b>(2,620,098)</b>	(3,681)	(11,707)	(102,408)	(695,548)
Less: capital financing	-	-	-	-	(850,000)	-
Gain (loss) on disposal of capital assets	-	<b>1,362,637</b>	(110,819)	(38,071)	8,436	(7,649)
Total revenue per financial statements	8,323,055	<b>8,901,639</b>	7,667,695	6,184,920	6,264,195	5,734,503
<b>Expenditures</b>						
Council	96,000	<b>68,227</b>	52,203	59,654	79,814	99,651
Other general government	551,769	<b>539,441</b>	441,891	440,691	552,847	507,742
Fire	361,354	<b>335,798</b>	328,621	299,949	286,562	316,034
Policing	483,576	<b>481,554</b>	487,793	517,806	481,302	467,441
Conservation authority	96,252	<b>96,252</b>	89,255	83,520	77,207	72,025
Building and other protective services	210,633	<b>178,100</b>	265,184	283,266	282,907	271,323
Roads and streetlights	1,845,050	<b>1,933,506</b>	1,714,047	1,840,583	1,611,262	1,828,467
Water and sewer	154,174	<b>153,909</b>	144,076	144,310	172,495	139,851
Waste collection and disposal	463,161	<b>453,547</b>	428,387	470,750	431,748	383,539
Cemeteries and other health and social services	15,718	<b>11,930</b>	9,754	41,308	82,895	84,063
Recreation	335,051	<b>205,500</b>	102,397	145,770	159,936	152,761
Municipal drains	866,883	<b>255,787</b>	441,668	361,750	502,789	345,818
Planning and development	174,261	<b>168,173</b>	75,045	110,460	131,268	61,484
Capital expenditures	3,136,105	<b>2,254,279</b>	2,561,562	1,347,041	1,419,173	2,650,757
Debt payment	50,674	<b>50,674</b>	49,765	-	-	-
Net transfers to (from) reserves	(1,106)	<b>2,978,194</b>	548,785	125,210	928,914	(979,512)
Total expenditures	8,839,555	<b>10,164,871</b>	7,740,433	6,272,068	7,201,119	6,401,444
Less: capital expenditures	(3,136,105)	<b>(2,254,279)</b>	(2,561,562)	(1,347,041)	(1,419,173)	(2,650,757)
debt payment	(50,674)	<b>(50,674)</b>	(49,765)	-	-	-
net transfers to (from) reserves	1,106	<b>(2,978,194)</b>	(548,785)	(125,210)	(928,914)	979,512
Add: amortization of capital assets	-	<b>965,638</b>	888,402	937,723	894,357	850,547
increase (decrease) in landfill liability	-	<b>11,000</b>	11,000	53,000	10,000	8,000
Total expenditures per financial statements	5,653,882	<b>5,858,362</b>	5,479,723	5,790,540	5,757,389	5,588,746
Annual surplus (deficit) per financial statements	2,669,173	<b>3,043,277</b>	2,187,972	394,380	506,806	145,757

**DRAFT**

**MUNICIPALITY OF MORRIS-TURNBERRY  
FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

***SEEBACH & COMPANY***  
***Chartered Professional Accountants***

## **INDEPENDENT AUDITOR'S REPORT**

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To the Members of Council, Inhabitants and Ratepayers  
of the Corporation of the Municipality of Morris-Turnberry

### *Opinion*

We have audited the accompanying financial statements of the Corporation of the Municipality of Morris-Turnberry ("the Entity"), which are comprised of the consolidated statement of financial position as at December 31, 2022 and the consolidated statements of operations, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Entity as at December 31, 2022, and its financial performance and its cash flows for the year then ended in accordance with Canadian public sector accounting standards (PSAB).

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Other Matters - Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The supplementary information included on page 18 is presented for purposes of additional information and is not a required part of the consolidated financial statements. Such supplementary information has been subjected to the auditing procedures applied, only to the extent necessary to express an opinion on the audit of consolidated financial statements as a whole.

### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with PSAB, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

**INDEPENDENT AUDITOR'S REPORT** (continued)

*Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Seebach & Company*

Chartered Professional Accountants  
Licensed Public Accountants

Clinton, Ontario  
June 20, 2023

## MUNICIPALITY OF MORRIS-TURNBERRY

### STATEMENT OF FINANCIAL POSITION

as at December 31	2022	2021
<b>Financial Assets</b>		
Cash	4,634,839	1,764,464
Investments	87,758	87,024
Taxes receivable	387,751	337,229
Accounts receivable	1,133,829	910,096
Loans receivable	note 4 631,995	750,137
	<b>6,876,172</b>	<b>3,848,950</b>
<b>Liabilities</b>		
Account payable and accrued liabilities	780,144	584,182
Deferred revenue	-	111,409
Landfill closure and post closure liability	note 5 795,000	784,000
Municipal debt	note 6 1,492,830	1,573,258
	<b>3,067,974</b>	<b>3,052,849</b>
<b>Net financial assets</b>	<b>3,808,198</b>	<b>796,101</b>
<b>Non-financial assets</b>		
Tangible capital assets	schedule 3 20,414,964	20,383,783
<b>Accumulated surplus</b>	note 11 <b>\$ 24,223,162</b>	<b>\$ 21,179,884</b>

The accompanying notes and schedules are an integral part of these financial statements

## MUNICIPALITY OF MORRIS-TURNBERRY

### STATEMENT OF OPERATIONS

for the year ended December 31	2022 Budget	2022 Actual	2021 Actual
<b>Revenue</b>			
Taxation for municipal purposes	4,476,455	<b>4,473,471</b>	4,082,910
User fees	1,627,307	<b>1,052,676</b>	1,262,988
Government transfers	2,121,553	<b>1,856,392</b>	2,330,603
Other revenue	97,740	<b>156,464</b>	102,014
Gain(loss) on disposal of capital assets		<b>1,362,637</b>	(110,819)
	8,323,055	<b>8,901,640</b>	7,667,696
<b>Expenditure</b>			
General government	647,769	<b>631,213</b>	517,078
Protection services	1,151,815	<b>1,098,167</b>	1,177,316
Roadways	1,845,050	<b>2,758,218</b>	2,464,444
Environmental services	617,335	<b>719,944</b>	682,591
Health services	15,718	<b>11,930</b>	9,754
Recreation and culture	335,051	<b>214,930</b>	111,827
Planning and development	1,041,144	<b>423,960</b>	516,713
	5,653,882	<b>5,858,362</b>	5,479,723
<b>Annual surplus (deficit)</b>	2,669,173	<b>3,043,278</b>	2,187,973
<b>Accumulated surplus beginning of year</b>	21,179,884	<b>21,179,884</b>	18,991,911
<b>Accumulated surplus end of year</b>	\$ 23,849,057	<b>\$ 24,223,162</b>	\$ 21,179,884

The accompanying notes and schedules are an integral part of these financial statements



**MUNICIPALITY OF MORRIS-TURNBERRY**  
**STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**

<b>for the year ended December 31</b>	<b>2022 Budget</b>	<b>2022 Actual</b>	<b>2021 Actual</b>
Annual surplus (deficit)	2,669,173	<b>3,043,278</b>	2,187,973
Amortization of tangible capital assets	-	<b>965,638</b>	888,402
Acquisition of tangible capital assets	(3,136,105)	<b>(2,254,279)</b>	(2,561,562)
Proceeds from sale of tangible capital assets	500,000	<b>2,620,097</b>	3,681
(Gain) loss on disposition of tangible capital assets	-	<b>(1,362,637)</b>	110,819
Increase (decrease) in net financial assets	33,068	<b>3,012,097</b>	629,313
Net financial assets beginning of year		<b>796,101</b>	166,788
Net financial assets end of year		<b>\$ 3,808,198</b>	\$ 796,101

The accompanying notes and schedules are an integral part of these financial statements

**MUNICIPALITY OF MORRIS-TURNBERRY**  
**STATEMENT OF CASH FLOWS**

for the year ended December 31	2022	2021
<b>Operating activities</b>		
Annual surplus	3,043,278	2,187,973
Non-cash charges to operations		
Amortization	965,638	888,402
Loss (gain) on disposal of capital assets	(1,362,637)	110,819
	<u>2,646,279</u>	<u>3,187,194</u>
Decrease (increase) in taxes receivable	(50,522)	137,923
Decrease (increase) in accounts receivable	(223,733)	271,133
Increase (decrease) in accounts payable	195,962	154,978
Increase (decrease) in deferred revenue	(111,409)	111,409
Increase (decrease) in landfill closure liability	11,000	11,000
	<u>2,467,577</u>	<u>3,873,637</u>
<b>Capital</b>		
Acquisition of tangible capital assets	(2,254,279)	(2,561,562)
Proceeds from sale of tangible capital assets	2,620,097	3,681
	<u>365,818</u>	<u>(2,557,881)</u>
<b>Investing</b>		
Net decrease (increase) in investments	(734)	(656)
Net decrease (increase) in long-term receivables	118,142	88,044
	<u>117,408</u>	<u>87,388</u>
<b>Financing</b>		
Debt issued	-	-
Debt principal payments	(80,428)	(91,218)
	<u>(80,428)</u>	<u>(91,218)</u>
<b>Net increase (decrease) in cash</b>	<b>2,870,375</b>	<b>1,311,926</b>
<b>Net cash less bank indebtedness beginning of year</b>	<b>1,764,464</b>	<b>452,538</b>
<b>Net cash less bank indebtedness end of year</b>	<b>\$ 4,634,839</b>	<b>\$ 1,764,464</b>
Net cash consists of:		
Bank (bank overdraft)	4,634,839	1,764,464
Bank demand loans	-	-
	<u>\$ 4,634,839</u>	<u>\$ 1,764,464</u>

The accompanying notes and schedules are an integral part of these financial statements

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For the year ended December 31, 2022

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## 1. Accounting policies

The consolidated financial statements of the Municipality of Morris-Turnberry are the representation of management prepared in accordance with Canadian public sector accounting standards as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada.

Significant aspects of accounting policies adopted by the municipality are as follows:

### a) Reporting entity

The consolidated financial statements reflect the financial assets, liabilities, operating revenue and expenditures, reserves and reserve funds and changes in investment in tangible capital assets of the reporting entity. The reporting entity is comprised of all organizations and enterprises accountable for their administration of their financial affairs and resources to the municipality and which are owned or controlled by the municipality. In addition to general government tax-supported operations, they include water systems operated by the municipality and the municipality's proportionate share of joint local boards.

The following boards and municipal enterprises owned or controlled by Council have been consolidated:

Bluevale Community Committee

Inter-departmental and inter-organizational transactions and balances are eliminated.

The statements do not include trust funds that are administered for the benefit of external parties.

### b) Accrual basis of accounting

Sources of financing and expenditures are reported on the accrual basis of accounting. Revenues are recognized as they are earned and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

### c) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

### d) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

<u>Classification</u>	<u>Useful Life</u>
Land improvements	30 years
Buildings	50 - 60 years
Building improvements	25 years
Transportation roads infrastructure	10 - 100 years
Water system	30 - 80 years
Vehicles and heavy equipment	8 - 18 years
Other equipment	5 - 20 years

Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

**1. Accounting policies (cont'd)**

- i) The municipality has a capitalization threshold of \$2,000 for land, \$15,000 for buildings and transportation infrastructure and \$1,000 - \$5,000 for various types of equipment, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have significant value, or for operational reasons. Examples of pooled assets are computer systems, equipment, furniture and fixtures.
- ii) Contribution of tangible capital assets  
Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.
- iii) Leases  
Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.
- e) Inventories  
Inventories are recorded at the lower of cost or net realizable value.
- f) Reserves for future expenditures  
Certain amounts, as approved by Council, are set aside in reserves for future operating and capital expenditure. Transfers to or from reserves are reflected as adjustments to the respective appropriated equity.
- g) Pension and employee benefits  
The municipality is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The municipality has adopted defined contribution plan accounting principles for this plan because insufficient information is available to apply defined benefit plan accounting principles. The municipality records as pension expense the current service cost, amortization of past service costs and interest costs related to the future employer contributions to the plan for past employee service.
- h) Deferred revenue  
Amounts received and required by legislation, regulation or agreement to be set aside for specific, restricted purposes are reported in the statement of financial position as deferred revenue until the obligation is discharged. These amounts will be recognized as revenues in the period in which related expenditure are incurred.
- i) Investments  
Investments are recorded at cost plus accrued interest less amounts written off to reflect a permanent decline in value.
- j) Use of estimates  
The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts reported in the financial statements and accompanying notes. Due to the inherent uncertainty in making estimates, actual results could differ from those estimates.
- k) Landfill Site Closure and Post-Closure Care  
Landfill site closure and post-closure care costs are recognized over the operating life of the landfill site, based on capacity used. The liability is recorded at its discounted value, based on the average long-term borrowing rate of the municipality.

**1. Accounting policies (cont'd)**

l) Revenue recognition

Tax levies, based on assessment rolls issued by the Municipal Property Assessment Corporation and tax rates established by council, are recognized as revenue when the tax billings are issued.

Other revenue is recognized when related services are provided or goods delivered, collectibility is reasonably assured and there are no significant future obligations.

Government transfers are recognized in the in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria are met, and reasonable estimates can be made.

**2. Operations of school boards and county**

Taxation levied for school board and county purposes are not reflected in the financial statements. The amounts levied were:

	<b>2022</b>	<b>2021</b>
County of Huron	\$2,472,738	\$2,377,827
School Boards	1,124,091	1,110,757

**3. Pension agreements**

The municipality makes contributions to the Ontario Municipal Employees Retirement System Pension Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan.

Because OMERS is a multi-employer pension plan, any pension surpluses or deficits are the joint responsibility of Ontario municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension surplus or deficit. The amount contributed for the year was \$102,882 (2021: \$98,361) for current services and is included as an expenditure on the consolidated statement of financial activities.

**4. Loans receivable**

	<b>2022</b>	<b>2021</b>
Property owners for water system capital costs	566,319	593,073
Property owners for sewer project capital costs	34,987	47,080
Property owners for municipal drains	23,539	99,560
Property owners for tile drain loans	<u>7,150</u>	<u>10,424</u>
	<b>\$ 631,995</b>	<b>\$ 750,137</b>

Amounts due in the next five years are as follows:

2023: \$21,938	2024: \$22,896	2025: \$19,998	2026: \$26,566	2027: \$27,666
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**5. Landfill closure and post closure cost liability**

A liability for the costs of solid waste landfill closure and post closure care requirements accrues as the capacity of sites is used. Care requirements include final covering, landscaping, removal of ground water and leachates and ongoing monitoring and maintenance.

At December 31, 2022, the municipality has recognized a liability of \$795,000 (2021 : \$784,000). This represents the present value of the total estimated costs, and is based on a discount rate of 2.5%. The liability is recorded based on the capacity of the landfill used to date.

The reported liability is based on estimates and assumptions with respect to events extending over a long-term period using the best information available to management. Future events may result in significant changes to the estimated total expenditures, capacity and liability. Any changes in these estimates would be recognized in the year the change is identified.

The closure and post-closure care costs are expected to be funded in the year incurred

## 6. Municipal debt

Debt payable	2022	2021
Water debenture payable to Ontario Infrastructure Projects Corporation in semi-annual payments of \$ 29,721. including interest at 4.36% maturing Nov 2040	736,119	762,598
Belgrave Development project debenture payable to Ontario Infrastructure and Lands Corporation in semi-annual payments of \$ 32,504. including interest at 1.82% maturing December 2035	749,561	800,236
Tile drain loans payable to the Ministry of Finance maturing from 2022 to 2024 with interest rates at 6%	<u>7,150</u>	<u>10,424</u>
	<u>\$ 1,492,830</u>	<u>\$ 1,573,258</u>

Principal payments due in the next five years are as follows:

2023: \$82,717      2024: \$85,088      2025: \$83,642      2026: \$85,948      2027: \$88,332

## 7. Contingencies

In the ordinary course of business, various claims and lawsuits are brought against the municipality. Because settlement amounts, if any, cannot be determined or because claims are expected to be within the municipality's insurance coverage, no provision has been made for the contingency in the financial statements.

## 8. Contractual obligations

The municipality has entered into certain contracts for services for future years including operation of water system at a base cost of \$46,250 per year plus annual CPI adjustments for the period January 2014 to December 2019, extended to December 2023 and waste collection and disposal at a cost of \$178,861 per year to July 2023.

The municipality has contracted with other municipalities for fire protection services with automatic annual renewals but subject to termination on notice within specific time periods. Costs are partly fixed with adjustments for consumer price index increases and partly variable based on shared costs.

## 9. Tangible capital assets

Schedule 3 provides information on the tangible capital assets of the municipality by major class and by business segment, as well as for accumulated amortization of the assets controlled.

### i) Contributed tangible capital assets

The municipality records all tangible capital assets contributed by external parties at fair value.

### ii) Tangible capital assets recognized at nominal value

Certain assets have been assigned a nominal value of \$1 because of the difficulty of determining a tenable valuation.

## 10. Budget amounts

Under Canadian public sector accounting standards, budget amounts are to be reported on the consolidated statements of change in net assets and operations for comparative purposes. The 2022 budget amounts for the municipality have been approved by Council. Certain amounts have been reclassified to conform to the basis of presentation of the revenues and expenditures on the consolidated statement of activities. As a result, the budget figures presented in the statements of operations and changes in net financial assets represent the budget approved by Council with the following adjustments:

Approved budget annual surplus (deficit)	-
Less: proceeds of disposal of capital assets	(516,500)
Add: acquisition of tangible capital assets	3,136,105
loan principal payment	50,674
net transfers to(from) reserves	<u>(1,106)</u>
Budgeted surplus reported on statement of operations	<u>\$ 2,669,173</u>

**11. Schedule of accumulated surplus**

	<b>2022</b>	<b>2021</b>
Surpluses		
Invested in tangible capital assets		
Tangible capital assets	20,414,964	20,383,783
Capital assets financed by liabilities	<u>-</u>	<u>(800,235)</u>
Net invested in tangible capital assets	20,414,964	19,583,548
General revenue fund surplus (deficit)		
Township general	-	-
Bluevale Community Committee	21,351	27,123
Unfunded		
Long-term debt	(749,561)	-
Solid waste landfill closure and post-closure costs	<u>(795,000)</u>	<u>(784,000)</u>
	<u>18,891,754</u>	<u>18,826,671</u>
Reserves	<u>5,331,408</u>	<u>2,353,213</u>
Accumulated surplus	<u>\$ 24,223,162</u>	<u>\$ 21,179,884</u>

**12. Segmented information**

The Municipality of Morris-Turnberry provides a wide range of services to its citizens such as recreational and cultural services, planning and development, fire, and transportation services. Distinguishable functional segments have been separately disclosed in the segmented information provided in schedule 4. Municipal taxation revenue and the Ontario Municipal Partnership Fund grant are allocated to general government. The nature of the segments and the activities they encompass are as follows:

**General Government**

This segment relates to the general operations of the municipality itself and cannot be directly attributed to a specific segment.

**Protection to Persons and Property**

Protection is comprised of fire protection, policing, court services, conservation authorities, protective inspection and control, building permit and inspection services, emergency measures and other protection services.

**Transportation**

Transportation services include road maintenance, winter control services, street light maintenance, parking lots, equipment maintenance and other transportation services.

**Environmental Services**

Environmental services include sanitary sewer system, storm sewer system, waterworks, waste collection, waste disposal and recycling.

**Health Services**

This service area includes cemeteries and other health services.

**Recreational and Cultural Services**

This service area provides public services that contribute to the provision of recreation and leisure facilities and programs, the maintenance of parks and open spaces, library services, museums and other cultural services.

**Planning and Development**

This segment includes matters relating to zoning and site plan controls, land acquisition, development initiatives, agriculture and reforestation, municipal drainage and tile drainage.

For additional information, see the schedule of segmented information.

### **13. Financial instrument risk management**

#### **Credit risk**

The Township is exposed to credit risk through its cash, trade and other receivables, loans receivable, and long-term investments. There is the possibility of non-collection of its trade and other receivables. The majority of the Township's receivables are from ratepayers and government entities. For trade and other receivables, the Township measures impairment based on how long the amounts have been outstanding. For amounts outstanding considered doubtful or uncollectible, an impairment allowance is setup.

#### **Liquidity risk**

Liquidity risk is the risk that the Township will not be able to meet its financial obligations as they fall due. The Township has a planning and a budgeting process in place to help determine the funds required to support the Township's normal operating requirements on an ongoing basis. The Township ensures that there are sufficient funds to meet its short-term requirements, taking into account its anticipated cash flows from operations and its holdings of cash and cash equivalents. To achieve this aim, it seeks to maintain an available line of credit balance as approved by the appropriate borrowing bylaw to meet, at a minimum, expected requirements.

#### **Market risk**

Market risk is the risk that changes in market prices, such as foreign exchange rates or interest rates will affect the Township's income or the value of its holdings of financial instruments. The objective of market risk management is to control market risk exposures within acceptable parameters while optimizing return on investments.

#### **Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Township is exposed to interest rate risk arising from the possibility that changes in interest rates will affect the variable rate of temporary borrowings and long-term liabilities and the value of fixed rate long-term liabilities.

There has been no significant changes from the previous year in the exposure to risk or policies, procedures and methods used to measure risks.

### **14. Financial impact of COVID-19 pandemic**

On March 11, 2020 the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency limiting the number of people in a gathering and requiring rolling closures and lockdowns of non-essential business for an indeterminate period of time. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the organization's operations, cash flows and financial position. Management will continue to monitor the situation and reflect the impact in the financial statements as appropriate.



**Municipality of Morris-Turnberry**  
**Schedule of Continuity of Reserves and Reserve Funds**  
**For the Year Ended December 31, 2022**

Schedule 1

	Balance, beginning of year	Revenues and contributions			Transfers			Balance, end of year
		From Operations	Other	Total	To Operations	To Capital Acquisitions	Total	
For general government	167,853	750,866		750,866			-	<b>918,719</b>
For protection services	263,716	454,954		454,954			-	<b>718,670</b>
For transportation services	1,343,130	421,926		421,926		254,500	254,500	<b>1,510,556</b>
For environmental services	314,491	152,429		152,429		40,276	40,276	<b>426,644</b>
For health services	36,045			-			-	<b>36,045</b>
For recreation and cultural services	187,355	468,800		468,800			-	<b>656,155</b>
For planning and development	40,623	1,023,996		1,023,996			-	<b>1,064,619</b>
	2,353,213	3,272,971	-	3,272,971	-	294,776	294,776	<b>\$ 5,331,408</b>

**Municipality of Morris-Turnberry**  
**Schedule of Deferred Revenue**  
**For the Year Ended December 31, 2022**

Schedule 2

	Balance, beginning of year	Revenues and contributions			Transfers			Balance, end of year
		From Operations	Other	Total	To Operations	To Capital Acquisitions	Total	
Federal Gas Tax Funds	111,409		221,722	221,722		333,131	333,131	<b>\$ -</b>

**Municipality of Morris-Turnberry**  
**Schedule of Tangible Capital Assets**  
**For the Year Ended December 31, 2022**

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Schedule 3A

	General				Infrastructure			Total Net Book Value 2022	Total Net Book Value 2021	
	Land	Buildings	Machinery & Equipment	Vehicles	Plants and Facilities	Roads	Underground and other Networks			Bridges and other Structures
<b>Cost</b>										
Balance, beginning of year	1,452,288	1,175,194	673,712	2,813,783	1,853,402	16,321,337	1,762,251	11,142,794	37,194,761	35,284,609
Add: Additions during the year		1,475	98,068	8,650		839,744	33,465	1,272,876	2,254,278	2,561,562
Less: Disposals during the year	(976,022)		(3,286)	(226,318)		(653,860)		(75,015)	(1,934,501)	(651,410)
Transfers					(84,546)		84,546		-	-
Balance, end of year	476,266	1,176,669	768,494	2,596,115	1,768,856	16,507,221	1,880,262	12,340,655	37,514,538	37,194,761
<b>Accumulated amortization</b>										
Balance, beginning of year	84,547	686,173	499,729	1,486,632	821,458	8,015,351	350,792	4,866,296	16,810,978	16,459,486
Add: Amortization during the year	8,991	32,773	36,135	170,123	56,885	431,007	24,388	205,336	965,638	888,402
Less: Accumulated amortization on disposals			(3,286)	(226,318)	-	(373,788)		(73,650)	(677,042)	(536,910)
Balance, end of year	93,538	718,946	532,578	1,430,437	878,343	8,072,570	375,180	4,997,982	17,099,574	16,810,978
<b>Net Book Value of Tangible Capital Assets</b>	382,728	457,723	235,916	1,165,678	890,513	8,434,651	1,505,082	7,342,673	\$ 20,414,964	\$ 20,383,783

**Municipality of Morris-Turnberry**  
**Schedule of Tangible Capital Assets**  
**For the Year Ended December 31, 2022**

**DRAFT**  
 Schedule 3B

	General Government	Protection	Roads	Water system	Landfill	Health	Recreation and Cultural	Planning and Development	Total Net Book Value 2022	Total Net Book Value 2021
<b>Cost</b>										
Balance, beginning of year	611,685	75,732	30,916,537	3,653,270	584,488	1,799	332,444	1,018,806	<b>37,194,761</b>	35,284,609
Add: Additions during the year	9,545		2,211,268	33,465					<b>2,254,278</b>	2,561,562
Less: Disposals during the year	(3,286)	(14,332)	(940,859)					(976,024)	<b>(1,934,501)</b>	(651,410)
Transfers						42,782		(42,782)	-	-
Balance, end of year	617,944	61,400	32,186,946	3,686,735	584,488	44,581	332,444	-	<b>37,514,538</b>	37,194,761
<b>Accumulated Amortization</b>										
Balance, beginning of year	407,736	42,543	14,759,113	1,172,250	207,430	-	221,906	-	<b>16,810,978</b>	16,459,486
Add: Amortization during the year	23,545	6,463	824,712	81,273	20,215		9,430		<b>965,638</b>	888,402
Less: Accumulated amortization on disposals	(3,286)	(14,332)	(659,424)						<b>(677,042)</b>	(536,910)
Balance, end of year	427,995	34,674	14,924,401	1,253,523	227,645	-	231,336	-	<b>17,099,574</b>	16,810,978
<b>Net Book Value of Tangible Capital Assets</b>	189,949	26,726	17,262,545	2,433,212	356,843	44,581	101,108	-	<b>\$ 20,414,964</b>	\$ 20,383,783

**Municipality of Morris-Turnberry**  
**Segmented Information**  
**For the Year Ended December 31, 2022**

Schedule 4

	General Government	Police Protection	Fire Protection	Building Inspection	Other Protection	Roads and Street lights	Water System	Waste Disposal	Other Environmental	Health	Recreation and Culture	Zoning and Development	Total 2022	Total 2021
<b>Revenue</b>														
Taxation	4,473,471												4,473,471	4,082,909
User charges	48,969			179,909	13,822	45,733	187,913	376,393				199,937	1,052,676	1,262,988
Grants	446,746					1,295,086		47,232				67,328	1,856,392	2,330,603
Interest and penalties	155,839											625	156,464	102,014
Gain (loss) on disposal of assets				1,686		(281,440)						1,642,391	1,362,637	(110,818)
	5,125,025	-	-	181,595	13,822	1,059,379	187,913	423,625	-	-	-	1,910,281	8,901,640	7,667,696
<b>Operating expenditure</b>														
Wages, salaries and benefits	437,818			130,747	9,000	727,550	5,800	65,490	48,487	2,325		25,000	1,452,217	1,412,666
Contract services	62,663	481,554	335,798	4,500	109,561	743,487	113,965	289,802	-	9,605	186,486	350,267	2,687,688	2,601,536
Supplies and materials	107,187			15,176	5,368	462,469	34,144	109,255	206	-	19,014		752,819	577,119
Amortization	23,545			5,985	478	824,712	81,273	20,215			9,430		965,638	888,402
	631,213	481,554	335,798	156,408	124,407	2,758,218	235,182	484,762	48,693	11,930	214,930	375,267	5,858,362	5,479,723
<b>Net revenue (expense)</b>	4,493,812	(481,554)	(335,798)	25,187	(110,585)	(1,698,839)	(47,269)	(61,137)	(48,693)	(11,930)	(214,930)	1,535,014	3,043,278	2,187,973

# DRAFT

**Seebach & Company**  
Chartered Professional Accountants

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41 Ontario Street  
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vbs@vbsca.ca

## COMPILATION ENGAGEMENT REPORT

To Council and Committee Members, Municipality of Morris-Turnberry, Bluevale Community Committee

On the basis of information provided by the committee, we have compiled the statement of financial position of Municipality of Morris-Turnberry, Bluevale Community Committee. as at December 31, 2022, the statement of revenue and expenditure for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

The committee is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

*Seebach & Company*

Chartered Professional Accountants  
Licensed Public Accountants  
Clinton, Ontario  
June 14, 2023

## MUNICIPALITY OF MORRIS-TURNBERRY

### BLUEVALE COMMUNITY COMMITTEE

#### STATEMENT OF FINANCIAL POSITION

Unaudited - See Compilation Report

as at December 31	2022	2021
<b>Assets</b>		
Cash	18,881	21,194
Accounts receivable	2,830	5,325
HST recoverable	402	604
	<b>\$ 22,113</b>	<b>\$ 27,123</b>
<b>Liabilities</b>		
Accounts payable	762	-
	<b>762</b>	<b>-</b>
<b>Accumulated net revenue</b>		
Balance beginning of year	27,123	22,743
Net revenue (deficit) for year	(5,772)	4,380
Balance end of year	<b>\$ 21,351</b>	<b>\$ 27,123</b>
	<b>\$ 22,113</b>	<b>\$ 27,123</b>

#### STATEMENT OF REVENUE AND EXPENDITURE

for the year ended December 31	2022	2021
<b>Revenue</b>		
Municipality of Morris-Turnberry	2,040	7,040
Hall rentals and memberships	1,422	325
Interest	422	153
Donations	2,160	-
Fundraising revenue	16,871	-
Ball tournament	-	-
Diamond rental	345	-
Energy rebate grant	-	1,301
	<b>23,260</b>	<b>8,819</b>
<b>Expenditure</b>		
Repairs, maintenance and equipment	9,374	183
Utilities	3,067	2,747
Administrative	-	27
Telephone and internet	954	977
Donations	3,079	-
Fundraising expenses and event prizes	12,558	505
	<b>29,032</b>	<b>4,439</b>
<b>Net revenue (deficit) for year</b>	<b>(\$ 5,772)</b>	<b>\$ 4,380</b>

**MUNICIPALITY OF MORRIS-TURNBERRY  
BLUEVALE COMMUNITY COMMITTEE  
NOTES TO FINANCIAL STATEMENTS**

**DRAFT**

Unaudited - See Compilation Engagement Report

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**For the Year Ended December 31, 2022**

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**1. Accounting policies**

The basis of accounting applied in the preparation of the financial information is on the historical cost basis, reflecting cash transactions with the addition of accounts receivable and accounts payable and accrued liabilities. Property, plant and equipment purchases are expensed as incurred.

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Kim Johnston, Deputy Clerk  
**DATE:** June 20, 2023  
**SUBJECT:** AODA Compliance Audit

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### **RECOMMENDATION**

For Council's information only.

### **BACKGROUND**

On May 16, 2023, the Municipality of Morris-Turnberry received notice of an Accessibility for Ontarians with Disabilities Act, 2005 (AODA) Desk audit.

The Ministry for Seniors and Accessibility conducts desk audits on selected organizations to confirm they are in compliance with the [Accessibility for Ontarians with Disabilities Act, 2005](#) (AODA) and its accessibility standards.

### **COMMENTS**

The Ministry for Seniors and Accessibility submitted a checklist for the Municipality to use to conduct the desk audit.

The checklist required the following information to be submitted by June 6, 2023:

1. Accessibility Policy,
2. Multi-year accessibility plan,
3. Training documentation,
4. Accessible Feedback policy,
5. Emergency Procedures, plans and/or public safety information policy, and
6. Accessibility Compliance Reports.

The checklist also requested information regarding the Design of Public Spaces Standards. To date, the Municipality of Morris-Turnberry does not have any **New or Re-designed** Recreational Trails, Outdoor public use eating areas and play spaces, Exterior Paths of Travel, Pedestrian signals and rest areas, Off-street parking, Service Counters, and/or waiting areas. This section of the checklist was not applicable.

On June 13, 2023, the Municipality of Morris-Turnberry received confirmation from The Ministry for Seniors and Accessibility that the desk audit has been completed and they do not require any further information at this time.

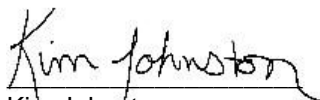
### **ATTACHMENTS**

1. Accessibility Desk Audit 2023 request and checklist

### **OTHERS CONSULTED**

Trevor Hallam, CAO/ Clerk

Respectfully submitted,



Kim Johnston,  
Deputy Clerk



## Checklist

This checklist will help you respond to this audit request on the [Accessibility for Ontarians with Disabilities Act, 2005](#)

Please email the required documents to [aoda.compliance@ontario.ca](mailto:aoda.compliance@ontario.ca), stating the P2 reference number in the email subject line.

Please clearly indicate the pages and sections in your documents where the requirements below can be reviewed in the last column of the table.

If your organization **did not newly** construct or re-develop any of the areas covered, please respond by email that it is not applicable for the [Design of Public Spaces Standards](#).

- For Designated Public Sector organizations on or after January 1, 2016
- For Business or Non-Profit organizations (with 50 or more employees) on or after January 1, 2017

[A reference guide](#) to review applicability is available for Design of Public Spaces Standards

Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<b>1. Accessibility Policies</b> Refer to S. 3(1) of IASR	Copy of your organization’s accessibility policies including all the applicable requirements under the Integrated Accessibility Standards Regulation (IASR).	<a href="#">Accessibility Policy Sample template</a>	
<b>2. Multi-Year Accessibility Plan</b> Refer to S. 4(1) of IASR	Copy of your organization’s multi-year accessibility plan outlining your strategy to prevent and remove barriers and meet the requirements under the IASR.  Copy of joint accessibility plan, if applicable.  Website link to where the plan is posted.	<a href="#">Multi-year Plan Sample template</a>	

Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<p><b>3. Training</b> Refer to S. 7(1-4) of IASR</p>	<p>Copy of your organization's training policy on the requirements of the IASR.</p>	<p><a href="#">Information on how to train your staff</a></p> <p><a href="#">Free accessibility training modules</a></p> <p><a href="#">Training on Ontario Human Rights Code</a></p> <p><a href="#">Accessibility Training Requirements Checklist</a></p>	
<p><b>4. Accessible Feedback</b> Refer to S. 11(1-2) of IASR</p>	<p>Copy of your organization's policy on accessible feedback as required under the IASR.</p> <p>Evidence of public notice to arrange accessible feedback and alternate formats upon request including public website link for feedback if necessary</p>	<p><a href="#">How to make information accessible</a></p>	
<p><b>5. Emergency Procedure, Plans, or Public Safety Information</b> Refer to S.13(1) of IASR</p>	<p>Copy of the organization's policies indicating that it provides public emergency procedures, plans or public safety information in an accessible format upon request (include public website link if necessary)</p> <p>This only applies if your organization prepares this information and makes it available to the public. Clearly note in your response if this is not applicable</p>	<p><a href="#">How to make information accessible</a></p>	

Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<p><b>6. Accessibility Compliance Reports</b></p> <p>Refer to S.14(2) of AODA</p>	<p>A document or summary that describes how your organization makes the Accessibility Compliance Reports publicly available</p> <p>Public notice including website link or photograph where reports are publicly available</p>		
<p><b>7. Recreational Trails, consultation</b></p> <p>Refer to S.80.8(1,2) of the IASR</p>	<p>Indicate whether your organization has constructed new recreational trails</p> <p>If no, these requirements are <b>not applicable. Please indicate this in your email response.</b></p> <p>Consultation notes from the public, people with disabilities and Municipal Accessibility Advisory Committee (if the municipality has a population of more than 10,000)</p> <p>For example meeting notes, minutes and consultation reports.</p>	<p>How to make public spaces accessible: <a href="#">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation (Pages 278-279 of 378)</a></p> <p><a href="#">Guide to Accessible Public Engagement (omssa.com)</a></p>	

Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<p><b>8. Recreational Trails, signage and media</b></p> <p>Refer to S. 80.9(2,3) of the IASR</p>	<p>Visual evidence of signage like videos and photos and copies of media (park website/brochures) along with documents and information demonstrating that this requirement is met</p>	<p>How to make public spaces accessible: <a href="#">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation (Pages 280 of 378)</a></p> <p>Illustrated Technical Guide to the Design of Public Spaces: <a href="#">2.2.1 Recreational Trails, General (gaates.org)</a></p>	

<p><b>9. Outdoor public use eating areas and play spaces</b></p> <p>Refer to S.80.17, 80.19 and 80.20 of the IASR</p>	<p>Indicate whether your organization has constructed new outdoor public use eating areas and play spaces (as defined by the dates noted at the top of document).</p> <p>If no, these requirements are <b>not applicable. Please indicate this in your email response.</b></p> <p>Visual evidence of public use eating areas and play spaces such as pictures or videos including measurements as required</p> <p>Design plans of the eating areas that include measurements and layout (knee/toe clearance, ground surface, clear ground space)</p> <p>Consultation notes on the needs of children and caregivers with various disabilities regarding play spaces from the public, people with disabilities and Municipal Accessibility Advisory Committee (if the municipality has a population of more than 10,000). For example meeting notes, minutes and consultation reports.</p> <p>Designs, summaries and description of outdoor play spaces with measurements to include accessibility features, ground surface and sufficient clearance.</p>	<p>How to make public spaces accessible: <a href="#">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation</a> (Pages 303-310 of 378)</p> <p>Illustrated Technical Guide to the Design of Public Spaces:  <a href="#">2.4 Outdoor Public Use Eating Areas (gaates.org)</a>  <a href="#">2.5 Outdoor Play Spaces (gaates.org)</a></p> <p><a href="#">Guide to Accessible Public Engagement (omssa.com)</a></p>	
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Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<p><b>10. Exterior Paths of Travel, pedestrian signals and rest areas</b></p> <p>Refer to S.80.28(1-4) and 80.29 of the IASR</p>	<p>Indicate whether your organization has constructed new exterior paths of travel (as defined by the dates noted at the top of document).</p> <p>If no, these requirements are <b>not applicable. Please indicate this in your email response.</b></p> <p>Visual evidence of exterior paths of travel including pedestrian signals such as pictures or videos with measurements.</p> <p>Design plans of the path that include measurements and layout</p> <p>Consultation notes on the design and placement of rest areas from the public, people with disabilities and Municipal Accessibility Advisory Committee (if the municipality has a population of more than 10,000). For example meeting notes, minutes and consultation reports.</p>	<p>How to make public spaces accessible: <a href="http://www.ontario.ca">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation</a> (Pages 338-345 of 378)</p> <p>Illustrated Technical Guide to the Design of Public Spaces: <a href="#">2.1.7 Accessible Pedestrian Signals at Street Crossings (gaates.org)</a></p> <p><a href="#">2.1.4 Rest Areas (gaates.org)</a></p> <p><a href="#">Guide to Accessible Public Engagement (omssa.com)</a></p>	

Regulatory Requirement	Examples of documents that may be provided	Resources and References	Name of Document to Address requirement and Page Reference of relevant content
<p><b>11. Off-street Parking, minimum number and type of accessible parking spaces</b></p> <p>Refer to S.80.36(1,2) of the IASR</p>	<p>Indicate whether your organization has constructed new off-street parking (as defined by the dates noted at the top of document).</p> <p>If no, these requirements are <b>not applicable. Please indicate this in your email response.</b></p> <p>Visual evidence such as pictures or videos of the parking spaces, design plans and document(s) that includes information related to number of spaces</p> <p>(e.g. number of Type A and B parking spaces, total number of parking spaces and number of spaces designated for the use of persons with disabilities, number of off-street parking facilities, etc).</p>	<p>How to make public spaces accessible: <a href="#">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation</a> (Pages 356-360 of 378)</p> <p>Illustrated Technical Guide to the Design of Public Spaces: <a href="#">2.6.2 Required Number and Location of Accessible Parking Spaces (gaates.org)</a></p>	

<p><b>12. Service Counters, Fixed Queuing Guides, and Waiting Areas</b></p> <p>Refer to S.80.41(1,2), 80.42, 80.43(1) of the IASR</p> <p>Service counters refer to check-out counters, hospitality/concierge desks or information kiosks. This applies to those found both indoors and outdoors.</p> <p>Fixed queuing guides are used to organize long customer service lines. This is only applicable if the queuing guides are <b>fixed to the floor</b>, both indoors and outdoors. They do not apply to temporary guides, such as moveable posts and ropes.</p> <p>Waiting areas with fixed seating must include dedicated spaces for people who use mobility devices, such as wheelchairs. This requirement only applies if <b>seating is fixed to the floor</b>.</p>	<p>Indicate whether your organization has constructed new service counters, new fixed queuing guides and/or redeveloped new waiting areas with fixed seating, (as defined by the dates noted at the top of document).</p> <p>If no, these requirements are <b>not applicable. Please indicate this in your email response.</b></p> <p>Visual evidence such as pictures or videos with measurements that include and describe the:</p> <ul style="list-style-type: none"> <li>• Accessible service counters and surrounding area</li> <li>• Queuing area</li> <li>• Waiting area</li> </ul> <p>Design plans that include measurements and layout. Examples include</p> <ul style="list-style-type: none"> <li>• Designs of the service counter area, measurements of the countertop and knee/floor space</li> <li>• Sufficient width and floor space for mobility aids, devices and for individuals that use canes, blueprint of the area</li> <li>• Total number of seats, how many seats are accessible</li> </ul> <p>Document(s) that contain information showing how the organization meets these requirements.</p>	<p>How to make public spaces accessible: <a href="#">How to make public spaces accessible   ontario.ca</a></p> <p><a href="#">Guide to the Integrated Accessibility Standards Regulation</a> (Pages 367-375 of 378)</p> <p>Illustrated Technical Guide to the Design of Public Spaces: <a href="#">2.7 Obtaining Services in Public Spaces (gaates.org)</a></p>	
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**From:** [AODA Compliance \(MSAA\)](#)  
**To:** [Trevor Hallam](#)  
**Subject:** RE: Desk Audit – Accessibility for Ontarians with Disabilities Act, 2005 CRM:0160515  
**Date:** Tuesday, June 13, 2023 9:09:25 AM

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June 13, 2023

Ref #: P2 – (882736614)

Trevor Hallam  
Accessibility Report Certifier  
Municipality of Morris-Turnberry (882736614)  
POBOX: 310  
Brussels ON N0G 1H0  
Canada

Dear Trevor Hallam:

**RE: Desk Audit – Accessibility for Ontarians with Disabilities Act, 2005**  
**This letter concludes our desk audit of your organization.**

Thank you for providing the information requested in our previous correspondence. We have completed our desk audit and will not be requesting any further information at this time.

We would like to thank you for helping to make Ontario accessible.

If there are any changes to your organization's contact or business information, please notify us by submitting an [organization profile update form \(OPU\)](#).

If you have any further questions or concerns regarding the [Accessibility for Ontarians with Disabilities Act, 2005](#), please contact us at:

Phone: 1-866-515-2025 / 416-849-8276  
TTY: 1-888-335-6611 / 416-326-0148  
Email: [accessibility@ontario.ca](mailto:accessibility@ontario.ca)  
<https://www.ontario.ca/accessibility>

We want to hear from you. How was my service? You can provide feedback at 1-888-745-8888 or [ontario.ca/inspectionfeedback](https://www.ontario.ca/inspectionfeedback).

Sincerely,

Tamara  
Senior Compliance Analyst  
Ministry for Seniors and Accessibility

**Available in French and in alternate format upon request**  
**Disponible sur demande, en français et dans un format alternatif**

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council

**PREPARED BY:** Sean Brophy, Treasurer

**DATE:** June 20, 2023

**SUBJECT:** Energy Consumption and Greenhouse Gas Emission Report

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### **RECOMMENDATION**

For information purposes only.

### **BACKGROUND**

Annually the Municipality shall submit by July 1 its Energy Consumption and Greenhouse Gas Emissions report for the last year for which complete information is available for a full year. Therefore, the Municipality is required to submit its 2021 energy consumption and greenhouse gas emissions report by July 1, 2023.

Municipal energy reporting was originally established in 2011 as part of *O.Reg 397/11 Green Energy Act*. Recently the requirements were updated and incorporated in *O.Reg 25/23 Broader Public Sector: Energy Reporting and Conservation and Demand Management Plans* which took force on February 23, 2023

The annual Energy Consumption and Greenhouse Gas Emissions report has been submitted in compliance with *O.Reg 25/23* and is being provided to Council for their information. The report will be made available to the public on the Municipal Website.

### **COMMENTS**

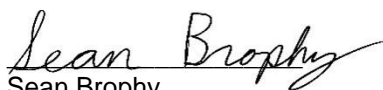
None

### **ATTACHMENTS**

2021 Energy Consumption and Greenhouse Gas Emissions Summary

### **OTHERS CONSULTED**

Respectfully submitted,



Sean Brophy,  
Treasurer

# Municipality of Morris-Turnberry

## Corporate Facility Energy Consumption & Emissions Report [2021]

Facility Name	Total Energy (ekWh)	Electricity (ekWh)	Natural Gas (ekWh)	ekWh / m2	Cost (\$)	Emissions (GHG - tonnes)
Belgrave Water	89,791.00	89,791.00	0.00	690.70	\$ 14,760.47	2,285.00
Bluevale Hall	32,635.20	7,458.00	25,177.20	58.28	\$ 2,414.02	4,668.69
Kinsmen Park	133.00	133.00	0.00	0.09	\$ 348.19	3.38
Morris Landfill	11,008.00	11,008.00	0.00	366.93	\$ 2,034.43	280.13
Morris Office & Shop	91,538.61	31,311.00	60,227.61	93.89	\$ 7,711.06	11,510.99
Turnberry Shop	81,512.55	19,627.00	61,885.55	94.78	\$ 4,984.50	11,508.59
Municipal Streetlights	53,508.00	53,508.00	0.00	247.72	\$ 10,916.53	1,361.67
<b>Municipal Totals</b>	<b>360,126.36</b>	<b>212,836.00</b>	<b>147,290.36</b>	<b>1,552.39</b>	<b>\$ 43,169.20</b>	<b>31,618.45</b>

# Belgrave Summary (with SCADA Data)

May, 2023

## WELL FLOW

		<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max:	4.10	143.27
	Average:	3.69	81.12
	Total:		2,514.83

## TREATED FLOW - Discharge

Max:	131.61	m3
Average:	79.81	m3
Total:	2,473.96	m3

## Jane

Max:	1.49	34.45
Average:	1.37	22.70
Total:		703.70

## SCADA On-Line Analyzer

### CL2 Residual (free):

Max:	3.42	mg/L
Min:	0.68	mg/L
Average:	1.43	mg/L

## Combined:

Min:		73.24
Max:		177.72
Average:		103.82
Total:		3,218.53

## TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
Max:	0.17	0.22	NTU
Min:	0.17	0.22	NTU
Average:	0.17	0.22	NTU
# Grab Samples:	1	1	

## Treated Water Grab Residuals:

### CL2 Residual (free):

Max:	1.61	mg/L
Min:	1.26	mg/L
Average:	1.39	mg/L
# Grab Samples:	18	

## CHEMICAL USE

Chlorine:		<u>Pump # 1</u>	<u>Pump # 2</u>
Total	Litres	0.00	102.34
Total	kg	0.00	6.66
Average, mg/L	Dosage	0.00	6.92

## CHLORINATION ON DISTRIBUTION SYSTEM

### Humphrey On-Line Analyzer:

### CL2 Residual (free)

Max:	1.56	mg/L
Min:	1.42	mg/L
Average:	1.66	mg/L

## Potassium Permanganate:

Total	Litres	140.04	55.73
Total	kg	2.80	1.11
Average, mg/L	Dosage	1.26	1.17

## Distribution Grab Residuals:

### CL2 Residual (free)

Max:	1.45	mg/L
Min:	1.07	mg/L
Average:	1.24	mg/L
# Grab Samples:	16	

## BACTERIOLOGICAL TESTING

### Treated Water to Distribution

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

### Heterotrophic Plate Counts

Tests Done:	5
Counts >500/mL:	0

### Distribution Water

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

### Heterotrophic Plate Counts

Tests Done:	5
Counts >500/mL:	0

### Operators that operated the system:

<b>Nancy Mayhew</b>	Water Treatment - Class 2	16185	Jan 31, 2024
<b>Gary Nicholson</b>	Water Treatment - Class 2	95123	July 31, 2025
<b>Ben Nethery</b>	Water Treatment - Class 1	98589	Sept. 30, 2023
<b>Ryan Mackay</b>	Water Treatment - Class 1	114060	May 31, 2024

### Jane Raw Water

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

### McCrea Raw Water

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

**Municipality of Huron East  
Recreation Advisory Committee Meeting Minutes  
72 Main Street South, Council Chambers, Seaforth, ON  
Tuesday, May 30, 2023**

**Members Present:**

Huron East: Councillor Chartrand, Councillor Dalton, Councillor Diehl, Councillor Newell, Councillor Steffler, Chris Reeves, Georgina Reynolds, Anna Wilson, and Barry Young

Morris Turnberry: Deputy Mayor Freiburger

West Perth: Councillor Duck

**Staff Present:**

CAO Brad McRoberts, Brussels, Morris & Grey Community Centre Facility Manager Abi Corbett, Seaforth & District Community Centre Facility Manager Dave Mariam, and Vanastra Recreation Centre Facility Manager, Lissa Berard

**Others Present:**

**1. Call to Order and Adopt Agenda**

CAO Brad McRoberts called the meeting to order at 5:35 p.m.

Moved by Councillor Diehl and Seconded by Georgina Reynolds:

That the agenda for the meeting dated May 30, 2023 be adopted.

Carried

**2. Disclosure of Pecuniary Interest**

None declared.

**3. Election of Chair and Vice Chair**

CAO Brad McRoberts called for nominations of Chair.

Councillor Dalton nominated Councillor Diehl for the position.

B. McRoberts called for additional nominations and none were provided.

Moved by Councillor Steffler and Seconded by Councillor Chartrand:

That the nominations for chair be closed.

Carried

Councillor Diehl confirmed they would be willing to accept the nomination.

Moved by Georgina Reynolds and Seconded by Councillor Newell:

That Councillor Diehl be appointed as Chair of the Recreation Advisory Committee.

Carried

Chair Diehl called for nominations of Vice-Chair

Councillor Steffler nominated Councillor Newell for the position.

Councillor Newell nominated Barry Young for the position.

B. McRoberts called for additional nominations and none were provided.

Moved by Councillor Chartrand and Seconded by Georgina Reynolds:

That the nominations for vice - chair be closed.

Carried

Both Councillor Newell and Barry Young confirmed they would be willing to accept the nomination.

A vote by show of hands was given with 7 for Councillor Newell and 3 for Barry Young

Moved by Councillor Dalton and Seconded by Georgina Reynolds

That Councillor Newell be appointed as Vice-Chair of the Recreation Advisory Committee.

Carried

#### **4. Terms of Reference Approval**

Concern was noted that with the Mayor as an ex-officio member there could be concern of quorum of Council. CAO McRoberts noted that if the Mayor was to attend for a particular reason another member of Council would need to be absent.

The term of the members was discussed and concern was made that with a 2-year term some members could only be on the committee for 19 months. It was suggested that the term be extended to 4 years to allow the Committee to advance initiatives more consistently. CAO McRoberts confirmed that no members were opposed to serving a 4-year term.

Moved by Councillor Dalton and Seconded by Georgina Reynolds

That the Terms of Reference for the Recreation Advisory Committee be adopted.

And that it be recommended to Council that the term for each of the members be extended to four (4) years.

Carried.

**5. Presentations**

5.1 Huron East CAO Brad McRoberts

5.2 Brussels, Morris & Grey Community Centre Facility Manager Abi Corbett

5.3 Vanastra Recreation Centre Facility Manager Lissa Berard

5.4 Seaforth & District Community Centre Facility Manager Dave Meriam

**6. New Business**

**7. Adjournment**

Moved by Deputy Mayor Freiburger and Seconded by Councillor Dalton:

The time now being 7:50 p.m. That the regular meeting do adjourn.

Carried

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Diane Diehl, Chair

---

Brad McRoberts, Secretary



## Good News

### AMDSB Celebrates AccessAbility Week

Superintendent Kathy Boyd shared that schools across the district celebrated National AccessAbility Week from May 28 to June 3. Resources and materials were distributed to support awareness, learning, and celebrations of our work to make AMDSB accessible, equitable, and inclusive. Schools celebrated by developing bulletin boards, educators used resources to share grade-appropriate information with students and they posted on social media using #iAMinclusive and/or #RedForAccessAbility. In addition, a new online resource was developed for staff to highlight "Inclusive Education Indicators" which are designed to be both a resource bank and a reflection tool to identify strengths, needs and next steps to make learning environments accessible and inclusive for all students. Finally, Red Shirt Day was celebrated on May 31 and students and staff wore red shirts and/or red wrist bands.



## Pride Month

Superintendent April Smith was pleased to share that June is Pride Month and Pride Flags are flying across AMDSB to celebrate 2SLGBTQQIA+ students, staff and community while also recognizing the work that still needs to be done to affirm the identities of all. AMDSB is committed to creating a safe and inclusive environment for all and often students lead the way. She wished to highlight the student leaders and staff that have organized various events to promote diversity and inclusivity in our district.



## Tour for Humanity - Holocaust Education

Superintendent April Smith also reported that the [Friends of Simon Wiesenthal Center for Holocaust Studies Tour for Humanity](#) visited 47 classes (grades 5 and 6 and some intermediate classes) from 15 schools. The tour was launched in 2013, and is an award-winning mobile human rights education centre. The 30-seat, fully accessible vehicle serves as a classroom in which instructors teach students about genocide, especially the Holocaust, while addressing issues of racism, intolerance, diversity, democracy and human rights. As part of the interactive learning experience there is a combination of video, PowerPoint presentations, activities and discussions in the four workshops offered, each adapted to the age of those in attendance. Feedback from students and staff was overwhelming. They were grateful for the opportunity to learn about the connection between past and present-day hatred and its relevance on both a Canadian and global level. Students were challenged to raise their voices and take action against racism, hate, injustice and intolerance to build a more equitable society.



## Learning Services Team PA Day Learning, Including Dr. Jody Carrington

Superintendent Kathy Boyd was thrilled to share that on June 9, the Learning Services department hosted a professional development day for Educational Assistants (EAs) and Child and Youth Workers. The morning involved a series of workshops (equity learning, transportation options available for students with special needs and the role of EAs on buses). The afternoon brought keynote speaker [Dr. Jody Carrington](#), child psychologist and best-selling author.



## Staff Presentation

### Update on the Director's Work Plan

Superintendent Paul Langis presented an update on the Leadership Development program. He outlined the Leadership Learning Series which provided equity learning for existing leaders, the Emerging Leadership Development Program (ELDP) which provides learning opportunities for aspiring leaders, the new to principal/vice principal (P/VP) role program and P/VP mentor/mentee program.

Superintendent Laura Marotta provided details about the recent student climate surveys that were conducted among students in grades 4 to 12. Elementary students participated in an AMDSB-specific survey and secondary students participated in a survey from [COMPASS \(University of Waterloo\)](#). Overall, results highlighted next steps, including: further data analysis to examine trends by grade, school, and identity factor; establish baseline data for future surveys; align findings from student, staff, and community surveys (to be completed in the fall); and collaborate with other departments to develop future plans.

### Long-Term Accommodation Plan

Superintendent Cheri Carter provided an overview of the recently released Long-Term Accommodation Plan (LTAP). The LTAP is a dynamic document that provides a snapshot of the district from the lens of student accommodation and capital planning. The LTAP culminates with recommendations that will be used to guide work plan priorities and initiatives over the short, medium, and long-term horizons. The LTAP is a tool used by AMDSB to facilitate communication and collaboration in support of comprehensively planning for student accommodation and capital investment. Visit the [Pupil Accommodations and Enrolment Projections page](#) to view the full LTAP.

## Student Trustee Update

Student Trustee Abigail Peel provided an annual summary of the Student Senate work. She highlighted the main projects that included feeder school videos, Indigenous leadership and land acknowledgements, green initiatives, multicultural holiday celebrations, a new senator orientation night, and social media outreach. Each senator also described their own school's highlight from the year. Abigail is graduating this year so the board thanked her (and the entire senate) for their work throughout this year and provided them with a small token of appreciation. Graduating senators will be celebrated at the June 14 recognition event.



## 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 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

- AMDSB Recognition Reception – Wednesday, June 14, 2023 at 5:30 p.m.
- Trustee Equity Training – Tuesday, June 20, 2023 at 4:30 p.m.
- Special Education Advisory Committee – Wednesday, June 21, 2023 at 4:00 p.m.
- Supervised Alternative Learning – Monday, June 26, 2023 at 8:30 a.m.
- Finance Committee – Tuesday, June 27, 2023 at 10:00 a.m.



## June 26, 2023 at 7 p.m. via Zoom

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Members of the **Clinton Public Hospital, St. Marys Memorial Hospital, Seaforth Community Hospital** and **Stratford General Hospital** will be held on Monday, June 26, 2023 to:

1. Receive Annual Reports of the Board of Directors, including Financial Statements, together with the Auditor's Report thereon.
2. Appoint Auditors.
3. Amend each of the Hospital Corporation's By-Laws.
4. Receive the Ad Hoc Nominating Committee Report.

*Only members of the hospital corporations shall be entitled to vote at the Annual General Meeting.*

**Members of the public are welcome to attend!**

RSVP to Sue Davey, Executive Assistant at 519-272-8205 or [susan.davey@hpha.ca](mailto:susan.davey@hpha.ca) to receive the Zoom link in advance of the meeting.



| [www.hpha.ca](http://www.hpha.ca)



# Municipality of Huron East

PO Box 610, 72 Main Street South, Seaforth Ontario N0K 1W0

Tel: 519-527-0160

Fax: 519-527-2561

888-868-7513

[www.huroneast.com](http://www.huroneast.com)

Brad McRoberts, CAO  
[Cao@huroneast.com](mailto:Cao@huroneast.com)

Jessica Rudy, Clerk  
[Clerk@huroneast.com](mailto:Clerk@huroneast.com)

June 12, 2023

Municipality of Morris-Turnberry  
PO Box 310  
41342 Morris Road  
Brussels, ON  
N0G 1H0

**Re: Declaration of Surplus and Intent to Dispose of Unopened Road Allowance**

The Municipality of Huron East has recently declared an unopened road allowance in the former Village of Brussels, Municipality of Huron East as surplus in accordance with our Sale or Other Disposition of Surplus Land Policy.

The unopened road allowance to be disposed is shown on Attachment 1 herein.

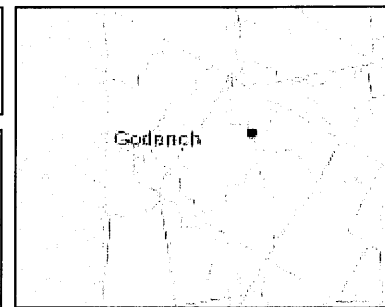
Should you have any concerns or questions regarding the disposition of this unopened road allowance, please contact the undersigned to discuss your concerns either by email at [cao@huroneast.com](mailto:cao@huroneast.com) or at (519) 527-0160 Ext. 27 by no later than July 12, 2023.

Yours truly,

Brad McRoberts, MPA, P. Eng.  
CAO  
Municipality of Huron East

BM  
Encl.

# Attachment 1 - Unopened Road Allowance Disposition



### Legend

- Parcel Fabric - Secure
- 911 Address
- Municipal Boundary
- County Boundary

### Notes

Near Beech Street, Brussels, ON

114.7 0 57.33 114.7 Meters



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

June 20

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.

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Trevor Hallam, CAO/Clerk  
**DATE:** June 20, 2023  
**SUBJECT:** Demolition Agreement Request

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### **RECOMMENDATION**

That Council consider by-law 33-2023, authorizing the execution of a demolition agreement for 41247 Moncrieff Road.

### **COMMENTS**

Staff have received a request from the owners of 41247 Moncrieff Road for a Demolition Agreement to allow for a new dwelling to be substantially completed under a building permit issued by the CBO before the demolition of the existing dwelling takes place. This period of overlap will allow the owners to continue to reside in the existing dwelling during the construction of the new dwelling.

In the past a 12-month window has been provided by the Municipality in demolition agreements, which is what has been proposed here.

Due to the routine administrative nature of the agreement, it is recommended that Council consider the by-law at this meeting.


### **ATTACHMENTS**

1. By-Law 33-2023

### **OTHERS CONSULTED**

Kirk Livingston, Chief Building Official / Drainage Superintendent / Property Standards Officer / Zoning Administrator

Respectfully submitted,



Trevor Hallam,  
CAO/Clerk



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

**BY-LAW NO. 33-2023**

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Being a by-law to authorize an agreement for the demolition of a residence within the Municipality of Morris-Turnberry, County of Huron.

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

**WHEREAS** Section 5 (3) of the *Municipal Act*, 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** the owner of Concession 9, Part of Lot 13, Morris, in the Municipality of Morris-Turnberry has requested permission to reside in an existing dwelling during the construction of a new dwelling on the same property;

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

1. That the Corporation of the Municipality of Morris-Turnberry shall enter into an agreement with the owner of Concession 9, Part of Lot 13, Morris, in the Municipality of Morris-Turnberry, County of Huron, Province of Ontario, attached hereto and forming part of this by-law; and
2. That the Mayor and Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation; and
3. That this by-law shall come into force immediately upon its passing.

**Read a FIRST and SECOND time this 20<sup>th</sup> day of June 2023.**

**Read a THIRD time and FINALLY PASSED this 20<sup>th</sup> day of June 2023.**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

**THIS AGREEMENT** made as of the 20<sup>th</sup> day of June, 2023.

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**, a Corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter called "the Municipality")  
OF THE FIRST PART

- and -

**MCNICHOL FARMS INCORPORATED**

(hereinafter called "the Owner ")  
OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of Concession 9, Part of Lot 13, Morris Ward, Roll Number 40-60-540-009-01300, being 41247 Moncrieff Road, (hereinafter referred to as "the subject lands");

**AND WHEREAS** the parties hereto are desirous to enter into an agreement setting out the demolition of the current residence located on the subject lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. That the Owner will construct a new dwelling on the subject lands and may reside in the existing dwelling for a time period of no longer than one (1) year following the date on which occupancy of the new dwelling is granted, following which the existing dwelling must be removed to the satisfaction of the Chief Building Official for the Municipality.
2. That the Chief Building Official for the Municipality will inspect the premises no later than one year following the date on which occupancy of the new dwelling is granted, to confirm that the current residence has been demolished and debris removed to his/ her satisfaction.
3. That if the existing dwelling is not demolished by the Owner within the timelines set out in this agreement, the Municipality has the right to enter the subject lands and cause the existing dwelling to be removed and the area restored to the satisfaction of the Chief Building Official for the Municipality, with all costs being borne by the Owner. If the costs are not paid within 30 days after demolition, all costs will be added to the property taxes for the subject lands and shall be collected in the same manner as taxes.
4. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

- 5. That this Agreement shall be governed by the Laws of Ontario and the Laws of Canada applicable therein.
- 6. That this Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Agreement may be executed and delivered by fax transmission and electronic mail.

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

**SIGNED, SEALED AND DELIVERED**  
in the presence of

)  
 ) **THE CORPORATION OF THE**  
 ) **MUNICIPALITY OF MORRIS-**  
 ) **TURNBERRY**  
 )  
 )Per: \_\_\_\_\_

)  
 )  
 )Per: \_\_\_\_\_  
 )

)We have the authority to bind the Corporation.

)  
 ) **MCNICHOL FARMS INCORPORATED**  
 )  
 )Per: \_\_\_\_\_

)  
 )  
 )Per: \_\_\_\_\_  
 )

)We have the authority to bind the Corporation.



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

**BY-LAW NO. 34 -2023**

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

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

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

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

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

**Read a FIRST and SECOND time this 20<sup>th</sup> day of June, 2023.**

**Read a THIRD time and FINALLY PASSED this 20<sup>th</sup> day of June 2023.**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam

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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.

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

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

## **1.0 DEFINITIONS**

1.1 In this Agreement:

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



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

Notwithstanding the foregoing, Confidential Information shall not include:

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

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

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

## 2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

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

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

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

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

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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;



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- 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.

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- 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.





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

**BY-LAW NO. 35-2023**

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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 20, 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 20<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 20<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 20<sup>th</sup> day of June 2023**

**Read a THIRD time and FINALLY PASSED this 20<sup>th</sup> day of June 2023**

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Mayor, Jamie Heffer

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Clerk, Trevor Hallam