



**MUNICIPALITY OF MORRIS-TURNBERRY**

**COUNCIL AGENDA**

**Tuesday, June 21<sup>st</sup>, 2022, 7:30 pm**

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 21<sup>st</sup> day of June 2022, 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 21<sup>st</sup>, 2022, 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 7<sup>th</sup>, 2022, Council Meeting Minutes as written.*

**5.0 ACCOUNTS**

A copy of the June 21<sup>st</sup> accounts listing is attached.

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the June 21<sup>st</sup> accounts in the amount of \$1,158,343.90.*

**6.0 PUBLIC MEETINGS AND DEPUTATIONS**

**6.1 DEPUTATIONS**

**6.1.1 Britespan Building Systems Inc.**

Jenny Hogervorst and Stephanie Towton from Britespan Building Systems Inc. have requested the opportunity to address Council regarding their participation in a temporary foreign worker program.

**6.1.2 Municipal Audit Report 2021**

Nancy Bridge of Seebach and Company Chartered Professional Accountants will present the 2021 Financial Statements and Audit Report.

*Moved by  
Seconded by*

*THAT The Council of the Municipality of Morris-Turnberry accept the 2021 Audit Report as submitted by Nancy Bridge, Auditor, Seebach and Company Chartered Professional Accountants.*

## 6.2 PUBLIC MEETINGS

### 6.2.1 MEETING TO CONSIDER ENGINEER'S REPORT – ELLISON MUNICIPAL DRAIN

#### 6.2.1.1 Engineer's Report

A Notice of Request for Drain Improvement was received October 12, 2021, for the construction of a new culvert/farm crossing at the South Part Lot 4, Concession 7, Morris Ward. An on-site meeting was held at 10:00am on May 9<sup>th</sup>.

Notice of the meeting to consider the engineer's report being at 7:30 pm on June 21<sup>st</sup> 2022 was issued to landowners on May 30<sup>th</sup>, 2022.

Project Engineer, Ben Gowing, will not be in attendance. Staff will present the Engineer's report to Council and those in attendance.

#### 6.2.1.2 Questions and Comments

- Council
- Landowners in attendance

#### 6.2.1.3 Consideration of Provisional By-Law

*Moved by  
Seconded by*

*THAT leave be given to introduce By-Law # 23-2022, being a by-law to provisionally adopt the engineer's report for the Ellison Municipal Drain Crossing, and that it now be read a first and second time.*

#### 6.2.1.4 Date of Court of Revision and instruction to Tender.

*Moved by  
Seconded by*

*THAT the Court of Revision for the Ellison Municipal Drain Crossing be set for July 19<sup>th</sup>, 2022 at 7:30 pm and the project be tendered for results to be presented on August 9<sup>th</sup>, pending no appeals.*

#### 6.2.1.5 Appointment of Members to the Court of Revision

*Moved by  
Seconded by*

*THAT the members of the Court of Revision for the Ellison Municipal Drain Crossing be:*

- 1 – Morris-Turnberry:*
- 2 – Morris-Turnberry:*
- 3 – North Huron: Deputy Reeve Trevor Seip*

## 7.0 **STAFF REPORTS**

### 7.1 PUBLIC WORKS

#### 7.1.1 Operations Update

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

## 8.0 **BUSINESS**

### 8.1 SCHWARTZENTRUBER DRAIN S.78 REQUEST

A report has been prepared by Drainage Superintendent Kirk Livingston in this regard. Mr. Livingston will be in attendance.

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry hereby receives the Notice of Request for Drain Improvement for the Schwartzentruber Municipal Drain, as described in the request submitted by Henry Frishhnecht for North Part Lot 2 and 3, Concession 3 under Section 78(1) of the Drainage Act;*

*AND FURTHER THAT Council supports proceeding with the drainage works and instructs the Clerk to send the notice required under Section 78(2) of the Drainage Act to the Maitland Valley Conservation Authority, the Ontario Ministry of Agriculture Food and Rural Affairs, and parties who requested the improvement under Section 78(1);*

*AND FURTHER THAT Headway Engineering be appointed to prepare a report for the improvement of the Schwatrzentruber Drain effective 30 days after the issuance of the notice to the prescribed parties.*

### 8.2 RURAL MANAGEMENT INC. 40T22004 AND ZONING BY-LAW AMENDMENT Z01-2022

A report has been prepared by Huron County Planner Meghan Tydd-Hrynyk in this regard. Ms. Tydd-Hrynyk will not be in attendance.

#### 8.2.1 Zoning By-Law Amendment Z01-2022

As minor changes have been made to the proposed zoning since the public meeting, it is recommended that Council consider the following motion to confirm that no further notice is to be given in respect of the proposed by-law, in accordance with section 34(12) of the *Planning Act*.

*Moved by  
Seconded by*

*WHEREAS Council of the Corporation of the Municipality of Morris-Turnberry has held a Public Meeting pursuant to Section 34(12) of the Planning Act, RSO 1990 with respect to a proposed zoning by-law affecting Plan 410, Park Lot 53 in the Municipality of Morris-Turnberry (zoning by-law amendment application ZBA01-121);*

*AND WHEREAS certain changes have been made to the proposed by-law after the holding of the public meeting;*

*NOW, THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry hereby resolves that, pursuant to Section 34(17) of the Planning Act, RSO 1990, no further notice is to be given in respect of the proposed by-law.*

It is recommended that by-law 24-2022 be approved.

*Moved by  
Seconded by*

*THAT leave be given to introduce By-Law # 24-2022, 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 21<sup>st</sup> day of June 2022.*

#### 8.2.2 Plan of Subdivision Application 40T22004

It is recommended that Council support Plan of Subdivision Application 40T22004 with the conditions outlined in the report.

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry hereby supports Plan of Subdivision File 40T22004 with the recommended conditions as set out in the Planner's report dated June 21, 2022, and that the application be forward to the County of Huron for Draft Plan approval.*

### 8.3 FCM ASSET MANAGEMENT GRANT APPLICATION

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

*Moved by  
Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry herby directs staff to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for Asset Management Plan Renewal.*

*AND FURTHER THAT the Council of the Municipality of Morris-Turnberry commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:*

- 1. Drafting an O. Reg 588/17 compliant Asset Management Plan*
- 2. Asset data disaggregation, consolidation and refinement*
- 3. Staff and Council asset management training*
- 4. Developing Level of Service frameworks*

*AND FURTHER THAT that the Municipality commits \$70,000.00 from its budget toward the costs of this initiative.*

### 8.4 CROSS BORDER SERVICING AGREEMENT – NORTH HURON

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

## 9.0 **COUNCIL REPORTS**

Sharen Zinn

Jamie McCallum

Jim Nelemans

Kevin Freiburger

Jamie Heffer

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

- 10.1 Minutes – Wingham and Area Health Professionals Recruitment – June 8 2022
- 10.2 Correspondence – Federal Funding for Rural Municipalities Forum – Shannon Stubbs, Shadow Minister for Rural Economic Development and Rural Broadband Strategy
- 10.3 Report – Belgrave Water – May 2022
- 10.4 Progress Update – United Way Perth Huron
- 10.5 Outstanding Action Items

## 11.0 **NEW BUSINESS**

- 11.1 Items to be placed on the agenda of the next regular Council meeting.

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

None.



**13.0 CLOSED SESSION**

13.1 Enter closed session

*Moved by  
Seconded by*

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

- 1. Section 239 (2) (b) regarding personal matters about an identifiable individual, including municipal or local board employees;*
- 2. Section 239 (2) (i) regarding financial information, supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of an organization;*

13.2 Return to open session

*Moved by  
Seconded by*

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

13.3 Report and Action from Closed Session.

**14.0 CONFIRMING BY-LAW**

*Moved by  
Seconded by*

*THAT leave be given to introduce By-Law # 25-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on June 21<sup>st</sup>, 2022, and that it now be read severally a first, second, and third time, and finally passed this 21<sup>st</sup> day of June 2022.*

**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 5<sup>th</sup>, 2022, 7:30 pm  
Regular Meeting of Council - Tuesday, June 19<sup>th</sup>, 2022, 7:30 pm



## MUNICIPALITY OF MORRIS-TURNBERRY

### COUNCIL MINUTES

Tuesday, June 7<sup>th</sup>, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 7<sup>th</sup> day of June 2022, at 7:30 pm.

#### **Council in Attendance**

Mayor Jamie Heffer  
Deputy Mayor Sharen Zinn  
Jamie McCallum  
Kevin Freiburger

#### **Staff in Attendance**

Trevor Hallam	CAO/Clerk
Mike Alcock	Director of Public Works
Meghan Tydd-Hrynyk	Huron County Planner

#### **Others in Attendance**

Bernie Bailey	Huron County Council Representative
Ron Davidson	Applicant, Z01-2022/40T22004
Steve Michie	Owner, Z01-2022/40T22004
Joanne McPherson	
Nancy Michie	
Jim Ritchie	
Jamie Morrison	
Sheri DiGiovanni	
Mike Wilson	Wingham Advance Times
Denny Scott	Blyth Citizen

#### **1.0 CALL TO ORDER**

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

Mayor Heffer noted that Mike Wilson of the Wingham Advance Times disclosed the use of recording equipment for the purpose of writing articles to the Clerk in advance of the meeting.

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

*Motion 110-2022*

*Moved by Kevin Freiburger  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of June 7<sup>th</sup>, 2022, as circulated.*

*Carried.*

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

None.

**4.0 MINUTES**

*Motion 111-2022*

*Moved by Jamie McCallum  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby adopts the May 17<sup>th</sup>, 2022, Council Meeting Minutes as written.*

*Carried.*

**5.0 ACCOUNTS**

*Motion 112-2022*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the June 7<sup>th</sup> accounts in the amount of \$213,469.69.*

*Carried.*

**6.0 PUBLIC MEETINGS AND DEPUTATIONS****6.1 PUBLIC MEETING**

Application Z01-2022/40T22004 Rural Management Inc (Ron Davidson Land Use Planning Consultant Inc.)  
Concession B, Part Lot 6 & 7; Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St.

*Motion 113-2022*

*Moved by Sharen Zinn  
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby Adjourns their regular meeting of Council and opens a Public Meeting for the purpose of receiving public input on applications Z01-2022 and 40T22004.*

*Carried.*

**PUBLIC MEETING – ZONING BY-LAW AMENDMENT/PLAN OF SUBDIVISION****6.1.1 Call to Order**

Mayor Heffer called the public meeting to order at 7:32 pm. He welcomed those in attendance, including Councillor Bernie Bailey who was in attendance as the representative from Huron County Council.

**6.1.2 Declaration of Pecuniary Interest**

None.

**6.1.3 Requirement**

Pursuant to the Planning Act, 1990, Sections 34 and 51, which requires that Council hold at least one Public Meeting and that proper notice be given.

**6.1.4 Application Z01-2022 and 40T22004 Rural Management Inc (Ron Davidson Land Use Planning Consultant Inc.)**

Council was provided with a report prepared by County Planner, Meghan Tydd-Hrynyk with regards to the Zoning By-Law Amendment and Plan of Subdivision applications submitted by agent Ron Davidson on behalf of Rural Management Inc.

#### 6.1.5 Purpose

The purpose of this application is to permit a residential subdivision with 15 single detached residential dwelling lots, 2 blocks for quadraplex residential dwellings, a block for stormwater management, and new municipal streets. The subject lands have a total area of approximately 6.194 hectares (15.3 acres). Access to the property will be from Amberley Road to Augusta Street.

#### 6.1.6 Application Process

The County of Huron considered this application to be complete on April 27th, 2022.

Notice of the Public Meeting was issued by the County to all agencies and property owners within 120 meters of the property on May 3<sup>rd</sup>, 2022.

#### 6.1.7 Comments

- Huron County Planner Report and Presentation

Meghan Tydd-Hrynyk presented a report to Council. No written comments were received in advance of the meeting from the public. Some written comments were received from circulated agencies, but no concerns or objections were raised.

- Applicant/Agent Comments

Ron Davidson introduced himself and noted that he would be able to answer questions from Council or the public. Has noted that he has been working on the project with the Municipality for some time, including an official plan amendment, and the transfer of unopened road allowances to facilitate the development. There have been numerous studies and considerable engineering work prepared in support of the development as well as a planning justification report, and those are available to anyone who would like to review them. He stated that in his opinion the land use is more appropriate than what would have been permitted in the existing highway commercial zone, and introduces new building lots to help address the housing shortage.

- Council's Questions and/or Comments

Deputy Mayor Zinn asked if there will be much green space in between the houses or in the cul-de-sac. Mr. Davidson explained that in between houses will be grass, and that there will be requirements for a planting strip along the highway. Additionally, the municipality could require that trees be planted throughout the development if so desired.

- Others

No questions or comments from others present.

#### 6.1.8 Recommendation of the Huron County Planner

That the planning report and comments made at the meeting be received for information.

#### 6.1.9 Close public meeting

*Motion 114-2022*

*Moved by Sharen Zinn*

*Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby closes the Public Meeting for the purpose of receiving public input on applications Z01-2022 and 40T22004 at 7:47 pm and reconvenes its regular meeting of Council.*

*Carried.*

---

## 6.2 COMMITTEE OF ADJUSTMENT

Application MV02-2022 Jutzi  
Concession 4, Lot 11, Turnberry  
41566 Harriston Rd

*Motion 115-2022*

*Moved by Kevin Freiburger  
Seconded by Jamie McCallum*

*THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV02-2022, submitted by Jim Jutzi.*

*Carried.*

### COMMITTEE OF ADJUSTMENT MEETING

#### 6.2.1 Call to Order

Mayor Heffer called the Committee of Adjustment to order at 7:48 pm.

#### 6.2.2 Declaration of Pecuniary Interest

None.

#### **MV02-2022 - 1742841 Ontario Ltd (Jim Jutzi)**

#### 6.2.3 Purpose

To reduce the required minimum front lot setback for the construction of a new swine barn. The application proposes to reduce the front lot setback to 34.7m where 60m is required.

The specific variance requested is:

*Section 4.4.3.1.1., to reduce the required front lot line setback for the construction of a swine barn*

1. *60m to 34.7m from the front lot line to the proposed location of the barn.*

#### 6.2.4 Application Process

A Public Hearing was held on May 17<sup>th</sup>, 2022. Comments were received from a neighbouring landowner in opposition to the Minor Variance. The Committee of Adjustment deferred a decision on the application until such time as staff could discuss the matter with the applicant and neighbour to identify potential solutions and resolve concerns. A report has been prepared by planner Meghan Tydd-Hrynyk for the consideration of the Committee.

#### 6.2.5 Comments

- Planner's Report

Meghan Tydd-Hrynyk presented a report to Council.

- Council's Questions and/or Comments

Deputy Mayor Zinn commented that she was supportive of approval.

- Applicant and/or Agent

None.

- Others

None.

#### 6.2.6 Recommendation

It was recommended that application MV02-2021 be approved with the following conditions:

1. The structure be located within the footprint shown on the sketch that accompanied the application;
2. The variance approval is valid for a period of 18 months from the date of Council's decision.

#### 6.2.7 Committee of Adjustment Decision

*Motion 116-2022*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV02-2022, submitted by Jim Jutzi, subject to the following conditions:*

1. *The structure be located within the footprint contained on the sketch that accompanied the application;*
2. *The variance approval is valid for a period of 18 months from the date of Council's decision.*

*Carried.*

#### 6.2.8 Close Committee of Adjustment

*Motion 117-2022*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT The Committee of Adjustment hereby adjourns their meeting and the Council of the Municipality of Morris-Turnberry hereby reconvenes their Regular Council Meeting.*

*Carried.*

## 7.0 **STAFF REPORTS**

### 7.1 CAO

#### 7.1.1 Dust Control Price Increase

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

Discussion followed during which Council expressed disappointment at the business practices displayed by Dae-Lee in passing the increased costs on after Council had in good faith already granted an increase which was not required under the existing agreement. Staff were given direction to research dust control alternatives for next year.

## 8.0 **BUSINESS**

### 8.1 RADIO TENDERS

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

Councillor Freiburger asked about the towers required for the system. Mr. Alcock explained that the CKNX tower in Wingham, the Millstone Elevators in Blyth and an existing Five9 tower in Auburn would be used.

*Motion 118-2022*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry accept the Proposal of Five9 Solutions Inc. for the Supply and installation of a New Simulcast Radio System for Morris-Turnberry Public Works and the North Huron Fire Department for the estimated value of \$178,540.00 (excluding HST) and authorize the Mayor and CAO / Clerk to execute the tender and all other required documents.*

*Carried.*

8.2 DISPOSITION OF MUNICIPALLY OWNED LANDS – TENDER RESULTS

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

8.2.1 LOT 1

*Motion 119-2022*

*Moved by Jamie McCallum  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender to purchase submitted by Nancy and William Neijenhuis for Lot 1,*

*AND FURTHER THAT the CAO/Clerk is hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.*

*Carried.*

8.2.2 LOT 3

*Motion 120-2022*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender to purchase submitted by Darrell and Sandra Weber for Lot 3,*

*AND FURTHER THAT the CAO/Clerk is hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.*

*Carried.*

8.2.3 LOT 4

*Motion 121-2022*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender to purchase submitted by Garry Rutledge for Rutledge Holdings for Lot 4,*

*AND FURTHER THAT the CAO/Clerk is hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.*

*Carried.*

## **9.0 COUNCIL REPORTS**

Sharen Zinn

Attended a meeting of the Huron East Fire Board.

Jamie McCallum

No report.

Kevin Freiburger

June 1<sup>st</sup>, attended a meeting of the Bluevale Community Committee.

Councillor Freiburger noted that with the changes to the board structure introduced by Huron East, the Brussels, Morris and Grey Community Centre Committee hasn't met for some time, but a report for information was received this week.

Jamie Heffer

No report.

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

- 10.1 Newsletter – ABMV Drinking Water Source Protection – May 2022
- 10.2 Minutes – Saugeen Valley Conservation Authority – March 17, 2022
- 10.3 Minutes – Maitland Valley Conservation Authority – March 16, 2022
- 10.4 Minutes – Maitland Source Protection Authority – March 16, 2022
- 10.5 Minutes – Maitland Valley Conservation Authority – April 20, 2022
- 10.6 Minutes – Brussels Fire Area Committee – May 25, 2022
- 10.7 Notice of Public Meeting – Minor Variance – North Huron
- 10.8 Notice of Public Meeting – Zoning By-Law Amendment – North Huron
- 10.9 Request – Pride Month Flag Raising
- 10.10 Invitation – Avon Maitland District School Board Municipal Meeting
- 10.11 Outstanding Action Items

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry hereby receives items 10.2 through 10.6 and file the rest of the items for information.*

*Carried.*

## **11.0 NEW BUSINESS**

- 11.1 Items to be placed on the agenda of the next regular Council meeting.

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

None.

## **13.0 CLOSED SESSION**

- 13.1 Enter closed session

*Motion 122-2022*

*Moved by Jamie McCallum  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry enter a closed session, with the CAO/Clerk remaining in attendance at 8:25 p.m. for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:*

1. *Section 239 (2) (c) regarding a proposed or pending acquisition or disposition of land by the municipality;*
2. *Section 239 (2) (e) regarding litigation;*



3. *Section 239 (2) (k) regarding a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on by the municipality;*

*Carried.*

13.2 Return to open session

*Motion 123-2022*

*Moved by Kevin Freiburger  
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 9:24 p.m.*

*Carried.*

13.3 Report and Action from Closed Session.

Council discussed options for the disposition of Lot 2 and received information regarding negotiations to be carried on by the municipality, and litigation to which the municipality is a party.

14.0 **CONFIRMING BY-LAW**

*Motion 124-2022*

*Moved by Kevin Freiburger  
Seconded by Jamie McCallum*

*THAT leave be given to introduce By-Law # 22-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on June 7<sup>th</sup>, 2022, and that it now be read severally a first, second, and third time, and finally passed this 7<sup>th</sup> day of June 2022.*

*Carried.*

15.0 **ADJOURNMENT**

*Motion 125-2022*

*Moved by Sharen Zinn  
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 9:24 pm.*

*Carried.*

NEXT MEETINGS:

Regular Meeting of Council - Tuesday, June 21<sup>st</sup>, 2022, 7:30 pm  
Regular Meeting of Council - Tuesday, July 5<sup>th</sup>, 2022, 7:30 pm

---

Mayor, Jamie Heffer

---

Clerk, Trevor Hallam

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

June 21 2022

**General**

Hydro One	Streetlights	1,126.19	
Hydro One	Belgrave Development	79.24	
Hydro One	Morris Office	381.89	
Union Gas	Morris Office	27.19	
Tuckersmith Communications	Morris Office	134.47	
Bell Canada	Emergency Lines	97.01	
MicroAge Basics	Office Supplies & IT	879.71	
Truly Nolen	Pest Control	375.00	
CIBC VISA	Coffee Supplies	300.27	
	Online Council Meetings	22.60	
	Donation in Memory	130.24	
	Kennel Licence Book, Minutes & Bylaw Binder	113.97	
	Water	101.59	
	Planning Expense	19.69	
	Health & Safety Refresher	270.07	
	First Aid & CPR Training & First Aid Renewal	<u>285.00</u>	1,243.43
Donnelly Murphy	Legal		2,909.89
BM Ross & Associates	Maitland Ridge		166.12
Sepoy Wiring	Streetlight Repair		245.57
McDonald Home Hardware	Belgrave Development		7.89
Krantz Law	Belgrave Development		724.05
Wingham & District Hospital Foundation	Physician Recruitment		2,592.00
Minister of Finance	Policing - April		40,113.06
Property Owner	Wildlife Damage Compensation Program		785.40
Municipality of Huron East	2022 Q1 Fire Calls		3,394.72
Ontario Infrastructure	Loan Payment		32,504.52
County of Huron	2022 Q2 Levy		644,050.00
Avon Maitland District School Board	2022 Q2 Education Levy		252,632.09
Huron Perth Separate School Board	2022 Q2 Education Levy		40,670.25
<b>Payroll</b>			
June 8 2022	Payroll		21,553.38
	Expenses		<u>117.71</u>

**1,046,810.78**

**Building Department**

Foxtan Fuels	Fuel	364.41	
MicroAge Basics	Office Supplies	110.73	
<b>Payroll</b>			
June 8 2022	Payroll		5,220.89
	Expenses		-

**Building Total**

**5,696.03**

**Property Standards**

Keppelcreek	April & May Bylaw Enforcement	1,854.01	
	<b>Property Standards Total</b>		<b>1,854.01</b>

**Drainage**

Len Baird	Lamont Municipal Drain	62.36	
	<b>Drainage Total</b>		<b>62.36</b>

**Parks & Cemeteries**

Hydro One	Kinsmen Park	35.31	
McDonald Home Hardware	Misc. Supplies for Park Maintenance	130.07	
PE Inglis Holdings Inc.	Portable Unit for Hwy 86 Park	117.00	
	<b>Parks &amp; Cemeteries Total</b>		<b>282.38</b>

**Belgrave Water**

Hydro One	Belgrave Water	1,192.76
Hydro One	Humphrey Well	45.65
Bell Canada	Belgrave Water	131.42
Kincardine Cable	Belgrave Water	41.75
Hay Communications	Belgrave Water	11.30
CIBC VISA	DWWP Application Fee	1,400.00
Pannabecker Holdings Inc.	Belgrave Water	519.80

**Water Total** 3,342.68

**Landfill**

Hydro One	Morris Landfill	51.35
PE Inglis Holdings	Portable Unit	175.15
Bluewater Recycling Association	June Curbside Pickup	13,688.82
SGS Canada Inc.	Turnberry Landfill	1,589.91

**Landfill Total** 15,505.23

**Roads**

Hydro One	Turnberry Shop	303.85
Hydro One	Morris Shop	190.94
Union Gas	Morris Shop	54.39
Bell Canada	Turnberry Shop	97.01
HuronTel	Turnberry Shop Internet	66.56
PBJ Cleaning Depot	Water	105.65
Innovative Security Systems	Alarm Repairs	220.35
CIBC VISA	Road School - Hotel Room	215.58
	Courier	<u>48.51</u>
Municipality of Morris-Turnberry	Turnberry Shop Water	109.94
McDonald Home Hardware	Shop Supplies	40.67
Comco Fasteners Inc.	Shop Supplies	19.89
Radar Auto Parts	Shop Supplies	132.40
Steffen's Auto Supply	Shop Supplies & Part for 17-01 Grader	760.22
Foxtan Fuels	Fuel	12,890.09
Huron Tractor	Air Filters for Graders	170.61
Hodgins Rona	Part for 19-06 Tandem	5.88
Da-Lee	Dust Control	23,415.40
Lavis Contracting Co. Ltd.	Gravel Testing	542.40
Cut Rite Tree Service	Tree Removal & Stump Grinding	2,508.60
North Huron Publishing Company Inc.	Pesticide Spray Notice	292.18
BM Ross & Associates	Smuck Bridge Construction (M230)	12,087.40
Municipality of Morris-Turnberry	Municipal Drains	397.86
Property Owners	Return Entrance Deposits x4	2,000.00

**Payroll**

June 8 2022	Payroll	28,028.21
	Expenses	85.84

**Roads Total** 84,790.43

**Account Total** 1,158,343.90

**Approved By Council:**

June 21 2022

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

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



Municipality of Morris-Turnberry

COUNCIL AND COMMITTEE DELEGATION REQUEST

A delegation is a person or group of people who address Council or a Committee for the purpose of making a presentation. Please ensure this form is completed, with an attachment outlining your request for a Council delegation. This Request Form must be received by the Clerk no later than 12:00 noon on the Thursday preceding the Council meeting. The Request must be delivered by email, or in person.

Email: thallam@morristorynberry.ca
Address: 41342 Morris Road, PO Box 310, Brussels, ON N0G 1H0

REQUESTED DATE OF MEETING: June 21st, 2022

NAME OF PERSON(S) MAKING PRESENTATION (and title/position, if applicable)

Jenny Hogervorst and Stephanie Towton

GROUP/ORGANIZATION DELEGATION REPRESENTS: Britespan Building Systems Inc.

FULL MAILING ADDRESS OF DELEGATION(S):

688 Josephine Street, Wingham, ON

TELEPHONE #: 519-912-1001

EMAIL ADDRESS: stowton@britespanbuildings

GENERAL NATURE OF DELEGATION:

This is a general information session to let MT know that we are going to be part of a Temporary Foreign Worker program and accept workers from Phillipines. We have met with North Huron Council and would like to meet with you as well.

PLEASE INDICATE THE ACTION/DECISION BEING REQUESTED OF COUNCIL:

General township support

A delegation wishing to appear before the Council or Committee on Municipal business shall make a formal request to the Clerk in writing by Thursday noon prior to the meeting. A written brief is required outlining the subject matter of the presentation.

At the discretion of the Clerk, the Delegation will be scheduled to make a presentation to a Council Meeting or Committee meeting. Delegations are limited to ten (10) minutes to address Council. If the delegation has printed information such as reports, power point presentations and other written material that are to be presented to Council or Committee, it must be delivered to the Clerk by Thursday noon prior to the meeting.

For further information on the procedure for appearing before Council as a delegation, please contact Trevor Hallam, Clerk at 519-887-6137 ext. 21 or thallam@morristorynberry.ca.

The information submitted will be considered to be public information and therefore subject to full disclosure under the Municipal Freedom of Information and Protection of Privacy Act.

Delegation Applicant Signature

Date

Clerk or designate

Date Received

OFFICE USE:

Confirmed meeting date

June 21

Confirmed with Requestor on

June 13

(date) by

[Signature]

(phone/email).





# TEMPORARY FOREIGN WORKER PROGRAM



Britespan Embraces Temporary Foreign Worker Program  
to Address Labour Market Challenges



## ADDRESS

688 Josephine Street  
Wingham, ON

## PHONE

1-800-407-5846

## WEB

[britespanbuildings.com](http://britespanbuildings.com)

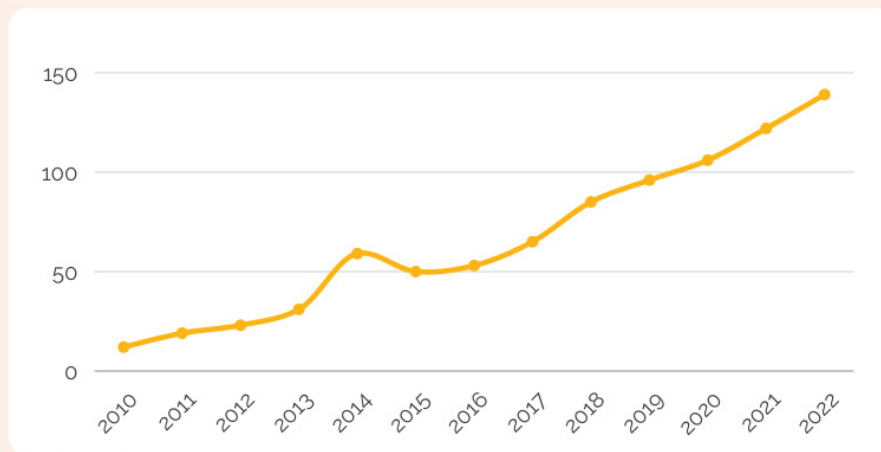


# Local Growth



**B**ritespan is a proud Huron County manufacturer, locally owned and operated out of Wingham, Ontario. Since its inception in 2010, Britespan has continued to grow its operating facilities, manufacturing capacity, and global markets served. Britespan has always prioritized growth and supporting job creation within their local communities; this remains a top focus moving forward while planning for future growth. To prepare for the current and anticipated sales growth, expanding Britespan's labour force is the necessary next step in achieving those goals and meeting customer needs. To grow operations locally, Britespan requires the labour force to exist locally as well.

**B**ritespan's number of employees has grown by 120+ positions since 2010, with an additional growth of 12.5% in current recruitment needs. (See image below). 95% of this growth is Canadian and 89% is based out of Wingham.



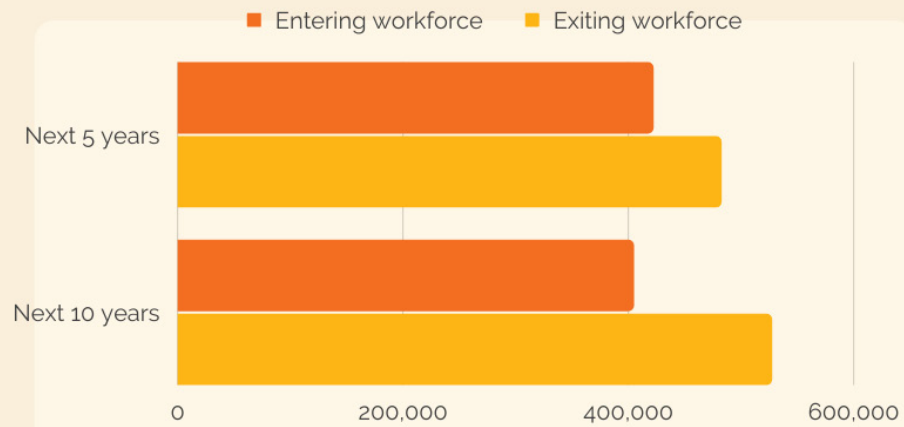
Britespan Number of Employees







## Ontario Workforce Projection



### Recruitment & Retention Challenges

Several factors have made (labour) recruitment and retention challenging over the past three years, including a smaller labour pool, a competitive local labour market, and the overall drop in the labour market statistically as a whole.

The Canadian labour market is tighter than before the pandemic and the job vacancy rate reached a historic peak in the 3rd quarter of 2021.

Much of the unmet demand is in general labour occupations and, according to Statistics Canada, in November 2021 the Canadian manufacturing sector had a staggering 81,774 vacancies, directly impacting Britespan, which echoes (or only enforces) the local labour demand Britespan is facing.

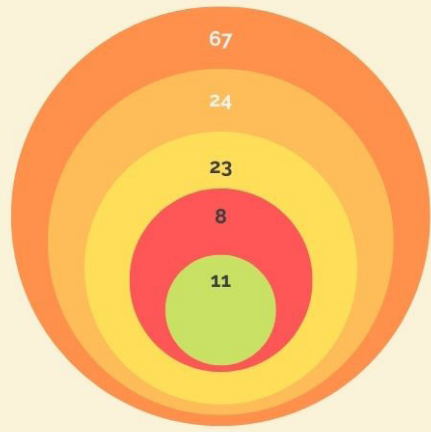
### Less Entering the Workforce

The anticipated gap between the Ontario population entering the workforce versus exiting the workforce leaves a shortage of 60,269 over the next five years and an additional 122,441 over the next 10 years, for a total shortage of 182,710 in the next 10 years. (See image above).





## Welder Recruitment Illustration



### 67 Local applicants

In a 4-month time frame, there were 67 local welder applicants.

### 26 Lacking experience

26 of the 67 applicants did not have the required welding experience.

### 23 Incomplete

Of the 67 applicants, 23 did not complete the interview process.

### 8 Qualification gaps

8 applicants were not hired due to qualification gaps.

### 11 Hired

11 applicants accepted offers for the welder position.

## Proactive Recruitment

To address these recruitment challenges and meet our expansion requirements, Britespan is participating in the Temporary Foreign Worker (TFW) Program through the Government of Canada. The TFW Program allows employers in Canada to hire a foreign worker when Canadians or permanent residents are not available. In 2020, TFWs made up less than 0.4% of the Canadian workforce and will continue to make up a small percentage.

Participating in the TFW Program is a comprehensive and thorough process to ensure Britespan is doing everything it can to recruit locally prior to recruiting Temporary Foreign Workers (TFW). While being proactive to address the labour market challenges, ***Britespan's recruitment process will always look for local hires first.*** Participating in the TFW Program allows Britespan to continue to grow operations locally within Wingham, Ontario, rather than outsourcing manufacturing and production.

## Skills & Experience

TFW is required to meet several criteria to be considered for the program, including a matched skill set and years of applied experience, and written and verbal English communications skills. Britespan is currently in the process of recruiting 12 TFW; four (4) skilled labourers to join the welding and manufacturing team on a two-year contract, and eight (8) general labourers who will join the distribution, manufacturing, and fabric production teams on a one-year contract.

The anticipated start dates for Britespan's selected TFW are in four to six months.

Britespan is actively working with local government, community groups, and community members to ensure a positive integration both for their current employees and the TFW.







# Our Priorities



## Language & Communication

Ensuring Britespan's current employees and the TFW have the communication tools and resources they need to work effectively and build positive relationships.

## Public & Staff Relations

Open dialogue with the public and Britespan staff to address areas of concern and create awareness about the program, and the individual TFW who will be joining the team.

## Housing

Coordinate safe, comfortable, and affordable housing that is within proximity to Britespan. A Temporary Foreign Worker Program requirement, Britespan must ensure that suitable and affordable housing is available for the temporary foreign workers employed.

## Community Involvement

Liaise with local community groups to support participation in local events, sports and recreation, social groups, etc.

## Healthcare

A Temporary Foreign Worker Program requirement, Britespan must ensure that the temporary foreign workers we hire are covered by private, provincial, or territorial health insurance from the first day they arrive in Canada.

## Community Welcome

Collaborate with local government to promote inclusivity in our community.

Inquiries and questions about Britespan's progress and plans regarding the Temporary Foreign Work Program through the Government of Canada can be made by emailing [adminteam@britespanbuildings.com](mailto:adminteam@britespanbuildings.com) or calling **519-912-1001** addressed to the below contacts:

Jennica Cottenie, ext. 222

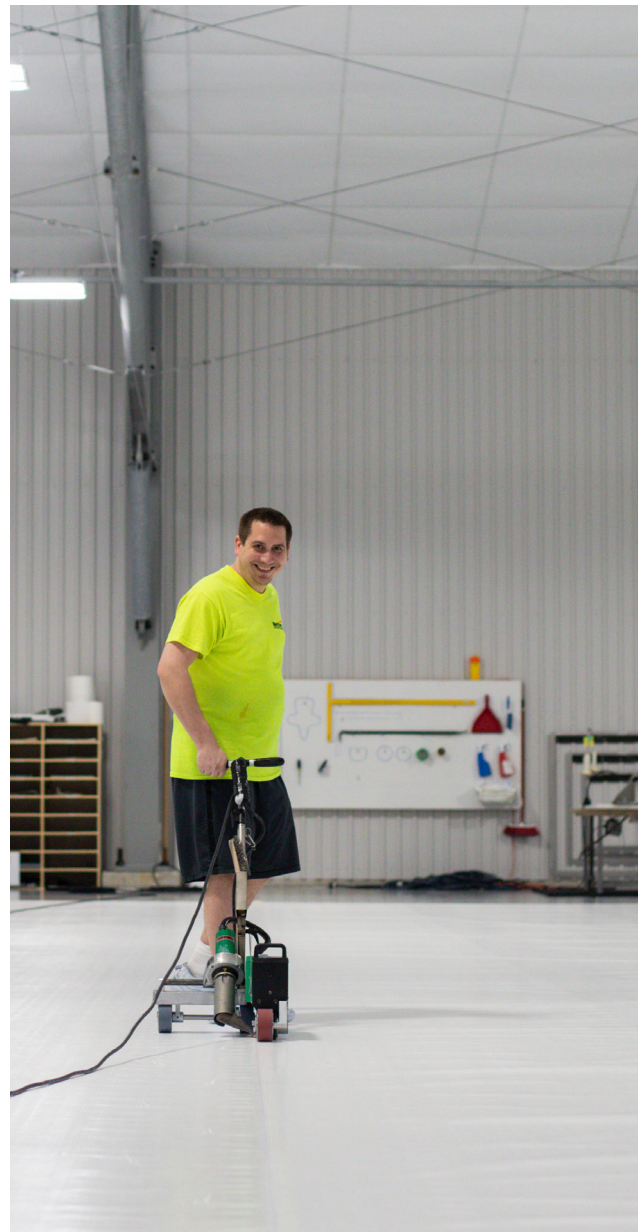
Stephanie Towton, ext. 221







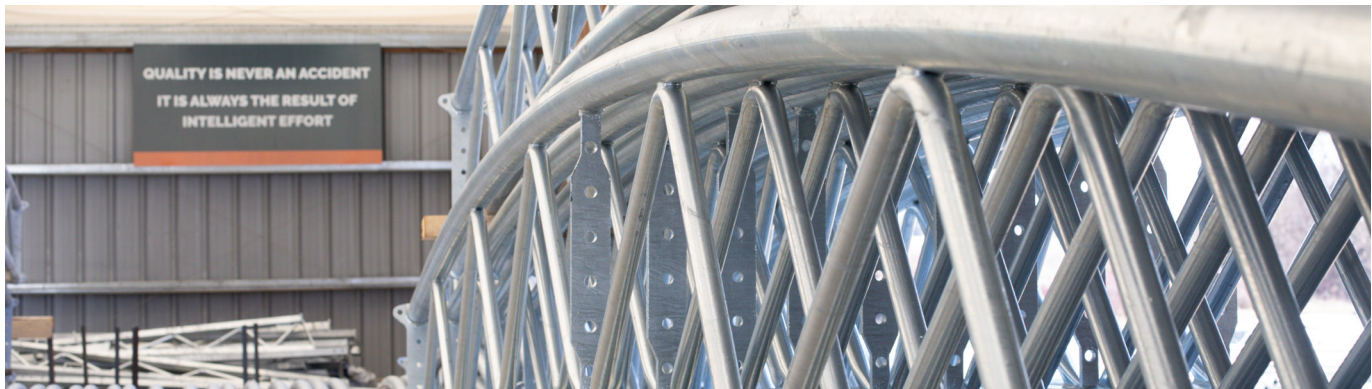
# B







# B







Sources cited in this document: Statistics Canada, Government of Canada, Britespan internal data

# **Britespan**<sup>™</sup>

**BUILDING SYSTEMS INC**

Britespan designs, engineers, and manufacturers steel-framed fabric-covered structures for several agricultural and commercial building applications. Our buildings range from 24 feet up to 200 feet wide to any length required. Britespan sells and installs our structures through a network of authorized dealers across North America and Europe.



## ADDRESS

688 Josephine Street  
Wingham, ON

## PHONE

1-800-407-5846

## WEB

[britespanbuildings.com](http://britespanbuildings.com)



**MUNICIPALITY OF MORRIS-TURNBERRY**  
**REPORT TO COUNCIL**  
**For the year ended December 31, 2021**

**Financial Position**

	2021	2020	2019	2018	2017
Cash	1,764,464	452,538	224,985	321,120	-
Investments	87,024	86,368	85,641	84,577	84,273
Taxes receivable (note 1)	337,229	475,152	518,466	523,718	585,370
Accounts receivable	506,727	344,505	586,251	775,466	802,019
Municipal drains in process	403,369	836,724	651,772	516,876	1,053,123
Long-term receivables	750,137	838,181	975,255	798,646	857,254
	<u>3,848,950</u>	<u>3,033,468</u>	<u>3,042,370</u>	<u>3,020,403</u>	<u>3,382,039</u>
Bank overdraft and loan	-	-	850,000	852,838	235,686
Accounts payable	584,182	429,204	490,510	515,091	514,882
Deferred revenue (gas tax reserve)	111,409	-	-	-	-
Long-term debt attributed to long-term receivables	773,023	814,476	849,911	886,486	922,226
Long-term debt to be financed from general revenue	800,235	850,000	-	-	-
Landfill closure and post closure liability	784,000	773,000	720,000	710,000	702,000
	<u>3,052,849</u>	<u>2,866,680</u>	<u>2,910,421</u>	<u>2,964,415</u>	<u>2,374,794</u>
Net financial assets (note 2)	<u>796,101</u>	<u>166,788</u>	<u>131,949</u>	<u>55,988</u>	<u>1,007,245</u>
Tangible capital assets					
Net book value beginning of year	18,825,123	18,465,582	18,034,737	16,937,723	17,012,302
Purchases	2,561,562	1,347,041	1,419,173	2,650,757	1,239,985
Disposals and adjustments	(114,500)	(49,777)	(93,971)	(703,196)	(509,708)
Amortization	(888,402)	(937,723)	(894,357)	(850,547)	(804,856)
Net book value end of year	<u>20,383,783</u>	<u>18,825,123</u>	<u>18,465,582</u>	<u>18,034,737</u>	<u>16,937,723</u>
Capital assets financed by long term debt	(800,235)	(850,000)	(850,000)	-	-
Net investment in capital assets	<u>19,583,548</u>	<u>17,975,123</u>	<u>17,615,582</u>	<u>18,034,737</u>	<u>16,937,723</u>
Accumulated surplus (note 3)					
Net investment in capital assets	19,583,548	17,975,123	17,615,582	18,034,737	16,937,723
Unfunded landfill liabilities	(784,000)	(773,000)	(720,000)	(710,000)	(702,000)
Reserves	2,353,213	1,804,428	1,679,219	750,305	1,729,816
Other surplus (deficit)	27,123	(14,640)	22,730	15,683	(20,571)
	<u>21,179,884</u>	<u>18,991,911</u>	<u>18,597,531</u>	<u>18,090,725</u>	<u>17,944,968</u>

**Note 1: Taxes receivable**

Current year taxes receivable as percentage of total levy for year	3.1%	3.8%	5.2%	4.5%	5.9%
Total taxes receivable as percentage of total	4.3%	6.1%	7.4%	7.7%	7.5%

**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, 2021**

**Five Year Comparison of Operating Revenue Expenses**

	2021 Budget	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual
<b>Revenue</b>						
Taxation	4,106,390	<b>4,082,909</b>	3,934,511	3,486,581	3,383,614	3,337,492
Grants						
OMPF grant	442,500	<b>442,500</b>	508,600	581,900	665,700	769,500
Gas tax grant	106,055	<b>106,619</b>	106,055	216,787	108,707	105,603
Municipal drains	25,150	<b>74,780</b>	182,193	26,591	196,716	379,498
Other capital grants	2,752,253	<b>1,550,224</b>	175,070	478,189	114,245	73,946
Other government grants	74,007	<b>156,480</b>	176,238	75,344	92,130	62,074
User fees						
Water	171,635	<b>180,937</b>	165,584	151,420	146,906	127,657
Garbage collection and disposal	260,299	<b>346,939</b>	295,393	269,261	241,769	229,493
Municipal drains	963,200	<b>330,496</b>	135,239	437,710	114,011	407,102
Protective services permits and fees	121,500	<b>172,018</b>	160,841	117,404	141,315	179,692
Shared services recoveries	129,553	<b>105,020</b>	120,817	119,967	105,074	220,124
Other fees and charges	114,700	<b>127,578</b>	112,682	168,733	312,380	428,589
Other income						
Bank interest and penalties on taxes	108,717	<b>102,014</b>	149,768	125,872	119,585	125,252
Tangible capital assets contributed	-	-	-	-	-	-
Sale of capital assets	500,000	<b>3,681</b>	11,707	102,408	695,548	470,124
Capital financing	-	-	-	850,000	-	-
Total revenue	9,875,959	<b>7,782,195</b>	6,234,698	7,208,167	6,437,700	6,916,146
Less: sale of capital assets	(500,000)	<b>(3,681)</b>	(11,707)	(102,408)	(695,548)	(470,124)
Less: capital financing	-	-	-	(850,000)	-	-
Gain (loss) on disposal of capital assets	-	<b>(110,819)</b>	(38,071)	8,436	(7,649)	(39,584)
Total revenue per financial statements	9,375,959	<b>7,667,695</b>	6,184,920	6,264,195	5,734,503	6,406,438
<b>Expenditures</b>						
Council	85,000	<b>52,203</b>	59,654	79,814	99,651	99,858
Shared services	-	-	-	-	-	15,846
Other general government	507,670	<b>441,891</b>	440,691	552,847	507,742	504,854
Fire	342,872	<b>328,621</b>	299,949	286,562	316,034	513,217
Policing	490,820	<b>487,793</b>	517,806	481,302	467,441	457,806
Conservation authority	89,255	<b>89,255</b>	83,520	77,207	72,025	65,665
Building and other protective services	315,658	<b>265,184</b>	283,266	282,907	271,323	357,799
Roads and streetlights	1,656,320	<b>1,714,047</b>	1,840,583	1,611,262	1,828,467	1,372,568
Water and sewer	154,900	<b>144,076</b>	144,310	172,495	139,851	142,175
Waste collection and disposal	433,797	<b>428,387</b>	470,750	431,748	383,539	379,359
Cemeteries and other health and social services	14,318	<b>9,754</b>	41,308	82,895	84,063	78,533
Recreation	80,679	<b>102,397</b>	145,770	159,936	152,761	177,488
Municipal drains	1,056,494	<b>441,668</b>	361,750	502,789	345,818	834,500
Planning and development	124,270	<b>75,045</b>	110,460	131,268	61,484	60,958
Capital expenditures	4,256,105	<b>2,561,562</b>	1,347,041	1,419,173	2,650,757	1,239,985
Debt payment	49,765	<b>49,765</b>	-	-	-	280,000
Net transfers to (from) reserves	218,036	<b>548,785</b>	125,210	928,914	(979,512)	210,756
Total expenditures	9,875,959	<b>7,740,433</b>	6,272,068	7,201,119	6,401,444	6,791,367
Less: capital expenditures	(4,256,105)	<b>(2,561,562)</b>	(1,347,041)	(1,419,173)	(2,650,757)	(1,239,985)
debt payment	-	<b>(49,765)</b>	-	-	-	(280,000)
net transfers to (from) reserves	(218,036)	<b>(548,785)</b>	(125,210)	(928,914)	979,512	(210,756)
Add: amortization of capital assets	-	<b>888,402</b>	937,723	894,357	850,547	804,856
increase (decrease) in landfill liability	-	<b>11,000</b>	53,000	10,000	8,000	(6,000)
Total expenditures per financial statements	5,401,818	<b>5,479,723</b>	5,790,540	5,757,389	5,588,746	5,859,482
Annual surplus (deficit) per financial statements	3,974,141	<b>2,187,972</b>	394,380	506,806	145,757	546,956



May 11, 2022  
Our File: 322006

The Municipality of Morris-Turnberry  
41342 Morris Road  
Brussels, ON N0G 1H0

Attention: Kirk Livingstone, Drainage Superintendent

Re: Ellison Municipal Drain

Mayor Heffer and Members of Council,

On October 12<sup>th</sup>, 2021 the Municipality of Morris-Turnberry received a request for improvement to the Ellison Municipal Drain from a landowner in the watershed, Ms. Christina Sieber owner of South Part Lot 4 Concession 7 Morris. The landowner is requesting that a crossing be installed to facility the logging of the bush on the property. Subsequently, Council appointed GM BluePlan to investigate and provide a recommendation for the requested improvements.

The Ellison Drain in the location under consideration is currently an open ditch system and has been in existence for many years.

A site meeting was held at 10:00am on March 9<sup>th</sup>, 2022 and all affected landowners were notified of such. The Township's Drainage Superintendent and the requesting property owner attended, however there were no landowners present.

As per OMAFRA's administrative policies for the Agricultural Drainage Infrastructure Program (ADIP), every agricultural property is entitled to one crossing and the cost of providing such may be considered for grant. The property in question has no crossing and the rear (north) portion of the property is inaccessible. It is also common practice when constructing crossings that the benefiting landowner be assessed for 50% of the cost of the crossing, with the remaining 50% of the cost being assessed to the upstream watershed on an outlet basis.

In discussions with Maitland Valley Conservation Authority (MVCA), it was determined that the crossing would be sized to match the capacity of the most immediate upstream crossing, which is under the former railway right-of-way on South Part Lot 3 Concession 7. According to the 2005 drawing produced by Dietrich Engineering Limited, the upstream crossing consists of a 1,500mm diameter concrete culvert. When accounting for the reduced flow capacity of a corrugated pipe versus a smooth wall concrete pipe, it was determined that a 1,800mm CSP would be required to match the capacity.

Therefore, the work involved in this improvement will involve:

1. Supply and install 10m of 1,800mm galvanized CSP
2. Placing a minimum of 500mm of granular cover on the pipe
3. Installing 4m long rip-rap aprons on both the inlet and outlet ends of the pipe

Applications were submitted to both the Department of Fisheries and Oceans (DFO) and MVCA. A letter of advice, #22-HCAA-00546, was received from DFO. The requirements of the letter of advice will be incorporated into the work.

I estimate the cost of the Ellison Drain Crossing as follows:

On-site meeting, plan, cost estimate, assessment schedule, and report		\$4,500
<b>Construction</b>		
Supply and install 10m of 1,800mm diameter corrugated steel pipe	\$15,000	
Rip-rap aprons	\$2,000	
Allowance for unforeseen contingencies	\$1,500	
<b>Total Estimated Construction Cost</b>	<b>\$18,500</b>	
Non-rebate portion of HST (1.76%)		\$400
<b>Total Estimated Cost – Ellison Municipal Drain</b>		<b>\$23,400</b>

The total cost of the project is estimated at \$23,400 including HST. I assess 50% of the cost of this as benefit to South Part Lot 4 Concession 7, Morris, and the remainder as outlet to all upstream properties in the Ellison Drain watershed as per the most recent assessment schedule, the Ellison-Johnston Drain dated July 15<sup>th</sup> 2005 by Dietrich Engineering Limited. The schedule of estimated assessments is appended to this letter. As this project is agricultural related, OMAFRA grant may be available. There are no allowances applicable to this work.

After construction, the Ellison Drain Crossing shall be maintained by the Municipality of Morris-Turnberry at the expense of all the lands and roads assessed, in the proportions set out in the bylaw enacted in the 2005 Ellison-Johnston drain report.

All of which is respectfully submitted.

GM BLUEPLAN ENGINEERING

Per:

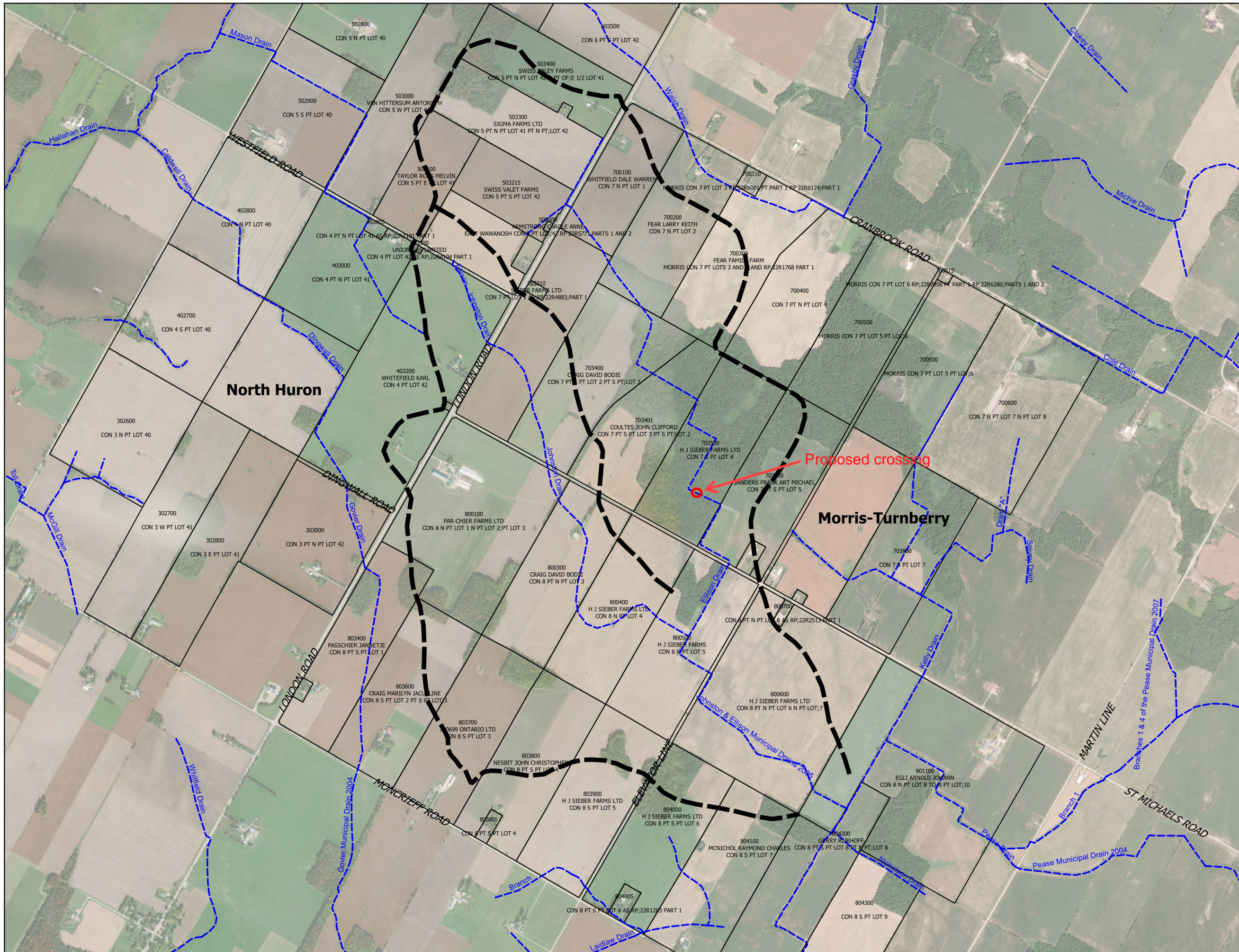


Ben Gowing, P. Eng.

Encl.







**Legend**

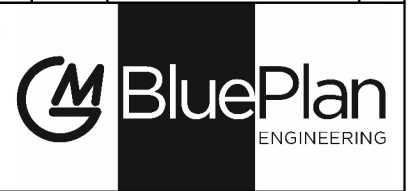
— Catchment Area



**BENCH MARKS:**

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.  
BEFORE STARTING WORK, THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGES TO THEM.

1	12/18/2018	FOR ENGINEER'S REPORT	MA
NO.	MM/DD/YYYY	REVISION DESCRIPTION	CHKD

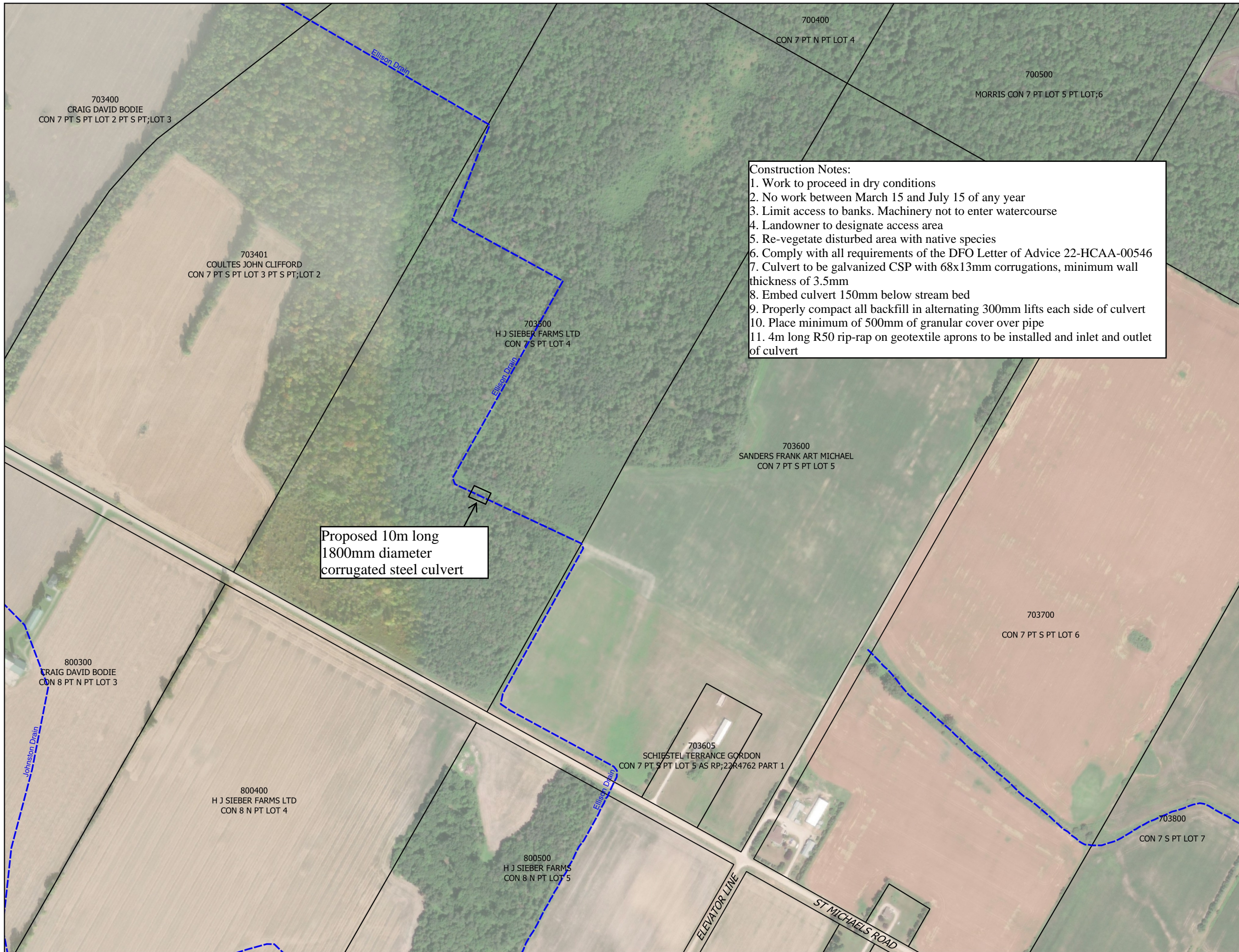


GUELPH | OWEN SOUND | LISTOWEL | KITCHENER | LONDON | HAMILTON | GTA  
975 WALLACE AVENUE NORTH, LISTOWEL, ON N4W 1M6  
TEL. 519-291-9339 www.gmbplan.ca

**ELLISON MUNICIPAL DRAIN  
MORRIS-TURNBERRY  
WATERSHED PLAN**

DRAWN BY:	APPROVED BY:	PROJECT NO.	DRAWING NO.
MA		322006	<b>1</b>
DESIGNED BY:	DATE:	SCALE:	
MA	March, 2022	1:20,000	





**Construction Notes:**

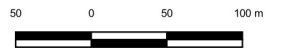
1. Work to proceed in dry conditions
2. No work between March 15 and July 15 of any year
3. Limit access to banks. Machinery not to enter watercourse
4. Landowner to designate access area
5. Re-vegetate disturbed area with native species
6. Comply with all requirements of the DFO Letter of Advice 22-HCAA-00546
7. Culvert to be galvanized CSP with 68x13mm corrugations, minimum wall thickness of 3.5mm
8. Embed culvert 150mm below stream bed
9. Properly compact all backfill in alternating 300mm lifts each side of culvert
10. Place minimum of 500mm of granular cover over pipe
11. 4m long R50 rip-rap on geotextile aprons to be installed at inlet and outlet of culvert

Proposed 10m long  
1800mm diameter  
corrugated steel culvert



**Legend**

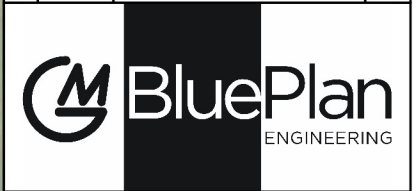
--- Municipal Drain



**BENCH MARKS:**

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.  
BEFORE STARTING WORK, THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR ANY DAMAGES TO THEM.

1	29/04/22	FOR ENGINEER'S REPORT	MA
NO.	MM/DD/YYYY	REVISION DESCRIPTION	CHKD



GUELPH | OWEN SOUND | LISTOWEL | KITCHENER | LONDON | HAMILTON | GTA  
975 WALLACE AVENUE NORTH, LISTOWEL, ON N4W 1M6  
TEL. 519-291-9339 www.gmbblueplan.ca

**ELLISON MUNICIPAL DRAIN  
MORRIS-TURNBERRY  
CROSSING LOCATION**

DRAWN BY:	APPROVED BY:	PROJECT NO.	DRAWING NO.
MA		322006	<b>2</b>
DESIGNED BY:	DATE:	SCALE:	
MA	April, 2022	1:5,000	



**Schedule of Estimated Assessments**  
**Prepared by GM BluePlan Engineering Limited May 2022**  
**Ellison Municipal Drain**

Roll No.	Legal Description	Owner	Affected Area		Adjusted Area		Benefit (sect. 22)	Outlet (sect. 23)	TOTAL ASSESSMENT <sup>1</sup>
			ac.	ha.	ac.	ha.			
<b>Lands</b>									
406054000700300	MORRIS CON 7 PT LOTS 3 AND 4;AND RP 22R1768 PART 1	FEAR FAMILY FARM	29.90	12.10	25.95	10.50	\$ -	\$ 620	\$ 620
406054000703500	CON 7 S PT LOT 4	H J SIEBER FARMS LTD	100.08	40.50	50.04	20.25	\$ 11,700	\$ 410	\$ 12,110
406054000703401	CON 7 PT S PT LOT 3 PT S PT;LOT 2	COULTES JOHN CLIFFORD	81.84	33.12	57.38	23.22	\$ -	\$ 1,370	\$ 1,370
406054000703400	CON 7 PT S PT LOT 2 PT S PT;LOT 3	CRAIG DAVID BODIE	54.49	22.05	54.49	22.05	\$ -	\$ 1,300	\$ 1,300
406054000703310	CON 7 PT LOT 1 AS RP 22R4883;PART 1	SIEBER FARMS LTD	1.98	0.80	2.97	1.20	\$ -	\$ 70	\$ 70
406054000703300	CON 7 S PT LOT 1 RP 22R5733;PART 1	H J SIEBER LTD	32.70	13.23	32.70	13.23	\$ -	\$ 780	\$ 780
406054000700200	CON 7 N PT LOT 2	FEAR LARRY KEITH	49.91	20.20	41.14	16.65	\$ -	\$ 980	\$ 980
406054000700100	CON 7 N PT LOT 1	WHITFIELD DALE WARREN	43.00	17.40	43.00	17.40	\$ -	\$ 1,030	\$ 1,030
405058000503215	CON 5 PT S PT LOT 42	SWISS VALET FARMS	48.18	19.50	48.18	19.50	\$ -	\$ 1,150	\$ 1,150
405058000503205	CON 5 PT S PT LOT 42 AS RP;22R4815 PARTS 1 & 2	PARISH JAMES BENJAMIN	4.69	1.90	4.69	1.90	\$ -	\$ 110	\$ 110
405058000503500	EAST WAWANOSH CON 5 PT LOT;42 RP 22R5771 PARTS 1 AND 2	ARMSTRONG CAROLE ANNE	0.49	0.20	0.74	0.30	\$ -	\$ 20	\$ 20
405058000503200	CON 5 PT S PT LOT 42	SIGMA FARMS LTD	14.74	5.97	14.74	5.97	\$ -	\$ 350	\$ 350
405058000503100	CON 5 PT E PT LOT 41	TAYLOR ROSS MELVIN	31.58	12.78	31.58	12.78	\$ -	\$ 750	\$ 750
405058000503300	CON 5 PT N PT LOT 41 PT N PT;LOT 42	SIGMA FARMS LTD	74.62	30.20	66.47	26.90	\$ -	\$ 1,590	\$ 1,590
405058000503400	CON 5 PT N PT LOT 42 N PT OF;E 1/2 LOT 41	SWISS VALEY FARMS	34.59	14.00	30.76	12.45	\$ -	\$ 740	\$ 740
405058000503000	CON 5 W PT LOT 41	VAN HITTERSUM ANTONIE H	0.99	0.40	0.99	0.40	\$ -	\$ 20	\$ 20
<b>Total Estimated Assessment - Lands</b>			<b>603.79</b>	<b>244.35</b>	<b>505.81</b>	<b>204.70</b>	<b>\$ 11,700</b>	<b>\$ 11,290</b>	<b>\$ 22,990</b>
<b>Roads</b>									
	Huron County Road 4	The County of Huron	9.51	3.85	16.65	6.74	\$ -	\$ 410	\$ 410
<b>Total Estimated Assessment - Roads</b>			<b>9.51</b>	<b>3.85</b>	<b>16.65</b>	<b>6.74</b>	<b>\$ -</b>	<b>\$ 410</b>	<b>\$ 410</b>
<b>TOTAL ESTIMATED ASSESSMENTS</b>			<b>613.30</b>	<b>248.20</b>	<b>522.46</b>	<b>211.44</b>	<b>\$ 11,700</b>	<b>\$ 11,700</b>	<b>\$ 23,400</b>

<sup>1</sup>Agricultural lands may be eligible for a one third provincial grant. Neither the availability nor the amount of the grant can be determined in advance



Ontario and Prairie Region  
Fish and Fish Habitat Protection Program  
867 Lakeshore Road  
Burlington, Ontario  
L7S 1A1

Région de l'Ontario et des Prairies  
Programme de protection du poisson et de son habitat  
867 chemin Lakeshore  
Burlington, Ontario  
L7S 1A1

April 25, 2022

*Your file*      *Votre référence*

*Our file*      *Notre référence*

22-HCAA-00546

Kirk Livingston  
Municipality of Morris-Turnberry  
31432 Morris Road  
Brussels, ON N0G 1H0

**Subject: Culvert Installation, Ellison Municipal Drain, Municipality of Morris-Turnberry (22-HCAA-00546) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat**

Dear Kirk Livingston:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on March 9, 2022. We understand that you propose to:

- Install a new 1.8 x 10m CSP culvert with rip rap aprons at the culvert inlet and outlet (permanent footprint of <200m<sup>2</sup> below ordinary high water mark).
- Embed culvert to allow for fish passage.

Our review considered the following information:

- Request for Review form and supporting information submitted by Matt Ash, GM BluePlan Engineering Limited, via email on March 9, 2022.
- Additional information submitted by Matt Ash, GM BluePlan Engineering Limited, via email on March 23 and April 13, 2022.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and,
- the introduction of aquatic species into regions or bodies of water frequented by fish where they are not indigenous, which is prohibited under section 10 of the *Aquatic Invasive Species Regulations*.

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed and migrate;
  - No in-water work should occur between March 15 and July 15 of any year;
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity;
  - Limit access to banks or areas adjacent to waterbodies;
  - Construct access points and approaches perpendicular to the watercourse or waterbody;
  - Re-vegetate the disturbed area with native species suitable for the site;
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity;
  - Conduct all in-water works, undertakings or activities in isolation of open or flowing water to reduce the introduction of sediment into the watercourse;
    - Use the [code of practice for temporary cofferdams and diversion channels](#);
    - Maintain the natural flow regime for any diversion works;
  - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories);
  - Operate machinery on land in stable dry areas;
  - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action; and,
- Develop and implement a response plan to avoid a spill of deleterious substances.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal will not require an authorization the *Fisheries Act*, the *Aquatic Invasive Species Regulations* or the *Species at Risk Act*.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, avoid prohibited effects on listed aquatic species at risk, any part of their critical habitat or the residences of their individuals, and prevent the introduction of non-indigenous species.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to [FisheriesProtection@dfo-mpo.gc.ca](mailto:FisheriesProtection@dfo-mpo.gc.ca) or 1-855-852-8320.

Please notify this office at least 10 days before starting your project. A copy of this letter should be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Deborah Silver at (365) 323-0247 or [deborah.silver@dfo-mpo.gc.ca](mailto:deborah.silver@dfo-mpo.gc.ca). Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



Deborah Silver  
Biologist, Triage and Planning  
Fish and Fish Habitat Protection Program

CC:

Matt Ash, GM BluePlan Engineering Limited, [Matt.Ash@gmblueplan.ca](mailto:Matt.Ash@gmblueplan.ca)



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

**BY-LAW NO. 23-2022**

---

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

---

**WHEREAS** the Council of the Municipality of Morris-Turnberry, in the County of Huron has procured a report under section 78 of the *Drainage Act, R.S.O. 1990* for the improvement of the Ellison Municipal Drain;

**AND WHEREAS** the report dated May 11, 2022 has been authored by GM BluePlan Engineering Limited, 975 Wallace Avenue North, Listowel Ontario, and said report is attached hereto and forms part of this by-law.

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$ 23,400.00.

**AND WHEREAS** \$ 4,730.00 is to be assessed to the Township of North Huron, County of Huron;

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

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

**1. Authorization**

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

**2. Borrowing**

The Corporation of the Municipality of Morris-Turnberry may borrow on the credit of the Corporation the amount of \$ 23,400.00 being the amount necessary for the construction of the Drainage Works.

This project will be debentured.

**3. Debentures**

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

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

**4. Payment**

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

- a. All assessments of \$1,000.00 or less are payable in the first year in which the assessment is imposed.

- b. All assessments under \$10.00 shall be added to the municipal tax roll to be collected in the same manner and at the same time as other taxes collected.

**5. Citation**

This By-law comes into force on the final passing thereof, and may be cited as the “Ellison Municipal Drain Crossing 2022 By-law.”

**Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this 21<sup>st</sup> day of June 2022.**

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

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

**Read a THIRD time and FINALLY PASSED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

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

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



# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Mike Alcock, Director of Public Works  
**DATE:** June 21st, 2022  
**SUBJECT:** Operations Report

---

## **RECOMMENDATION**

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

*For Information Purposes Only*

## **BACKGROUND**

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

- Routine Road Patrols are being completed as scheduled and / or as required.
- Our summer students are maintaining our park areas as well as setting up traffic counters around the Municipality.
- Shop maintenance and vehicle maintenance are being completed as time permits and as required.
- Winter damage to roadsides and lawns has been repaired.
- Spring grading has been completed and maintenance gravel is being applied to roads in the North Half of Morris twp. and the South half of Turnberry Twp.
- Public Works staff continue cutting trees and removing brush when possible.
- Construction on the New Smuck Bridge on Abraham Line is proceeding on schedule. The concrete barriers should be poured this week.
- Dust control is complete on the roads not receiving fresh gravel and is being applied as we go on the roads receiving fresh gravel.
- The preconstruction meeting for the culvert replacement on McCall Line was last Friday.
- The public works department has completed a trial on a dust control product called Dustmaster 20 supplied from Pallard Highway Products Ltd.
- Construction of the Jane Street extension will begin following Maintenance Gravel.

Respectfully submitted,



---

Mike Alcock,  
Director of Public Works

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor Heffer and Council

**PREPARED BY:** Kirk Livingston, Chief Building Official, Drainage Superintendent, By-law and Property Standards Enforcement Officer

**DATE:** June 14, 2022

**SUBJECT:** Schwartzentruber Municipal Drain

---

### **RECOMMENDATION**

THAT the Council of the Municipality of Morris Turnberry hereby receive the Notice of Request for Drain Improvement for the Schwartzentruber Municipal Drain, as described in the request submitted by Henry Frischhnecht under Section 78(1) of the Drainage Act;

AND FURTHER, that Council supports proceeding with the drainage works and instructs the Clerk to send the notice required under Section 78(2) of the Drainage Act to the Maitland Valley Conservation Authority, the Ontario Ministry of Agriculture Food and Rural Affairs, and parties who requested the improvement under Section 78(1).

AND FURTHER that the petition submitted for an Improvement to the Schwartzentruber Municipal Drain for North Part Lot 2 and 3, Concession 3, be accepted under Section 78 of the Drainage Act and that Headway Engineering Limited be appointed to prepare a drainage report.

### **BACKGROUND**

A Notice of Request for Drain Improvement was received on May 20, 2022. The request submitted is for a new closed tile drain to be installed to replace the existing closed undersized drain. The closed drain was constructed in 1969 and there have been several repairs on this drain for tile blow outs starting in 1995, 1996 and 2003 and most recently. In accordance with Section 78 of the Drainage Act, Council must render a decision regarding the course of action to take.

### **COMMENTS**

Should Council decide to accept the Notice of Request, notice would be sent as per Section 78(2) of the Drainage Act to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected, as well as the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), any parties who requested the improvement, and the Clerk of any other municipality that may be affected, if any.

Should Council decide not to accept the Notice of Request, notice of the decision would be sent to the parties who requested the improvement

#### **Section 78 of the Drainage Act reads:**

Improving, upon examination and report of engineer

78(1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4.

#### **Projects**

78(1.1) The projects referred to in subsection (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. **Constructing a tile drain under the bed of the whole or any part of the drainage works.**
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. **Otherwise improving, extending to an outlet or altering the drainage works.**
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works.

After consulting with Henry Frischhnecht, it has been determined that the Notice of Request for Drain Improvement received would qualify as a listed project under subsection 78(1.1) of the Drainage Act.

In accordance with the Drainage Act, 1/3 grant from OMAFRA is eligible to lands assessed as farm tax class.

Costs associated with this drainage works are billed according to the Engineer's assessment schedule.

**ATTACHMENTS**

Drain map from the 1969 Schwartzenruber Municipal Drain Report  
Section 78 Notice of Request for Drain Improvement received

**OTHERS CONSULTED**

Trevor Hallam, Chief Administrative Officer  
Mike Alcock, Public Works Director

Respectfully submitted,

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

Kirk Livingston  
CBO, Drainage Superintendent, By-law and Property Standards Enforcement Officer

To: The Council of the Corporation of the Municipality of Morris Turnberry

Re: SCHWARTZENTRUBER DRAIN  
(Name of Drain)

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.

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

- Changing the course of the drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile drain under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

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

Several blow outs of existing closed drain and existing drain undersized to accommodate water flows

**Property Owners**

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

Property Description

40285 Stone school Rd Con 3 N PT Lot 2 N PT Lot 3

Ward or Geographic Township

Morris - Turnberry

Parcel Roll Number

40 60 540 003 00400 0000

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

**Ownership**

**Select Ownership Type**

If you need to provide additional information, please attach along with this form.

Enter the mailing address and primary contact information of property owner below:

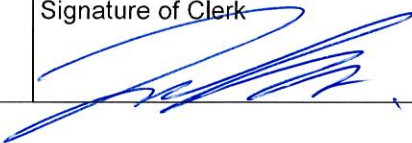
Last Name <i>Frischnecht</i>	First Name <i>Henry JR</i>	Middle Initial <i>H.F</i>
---------------------------------	-------------------------------	------------------------------

**Mailing Address**

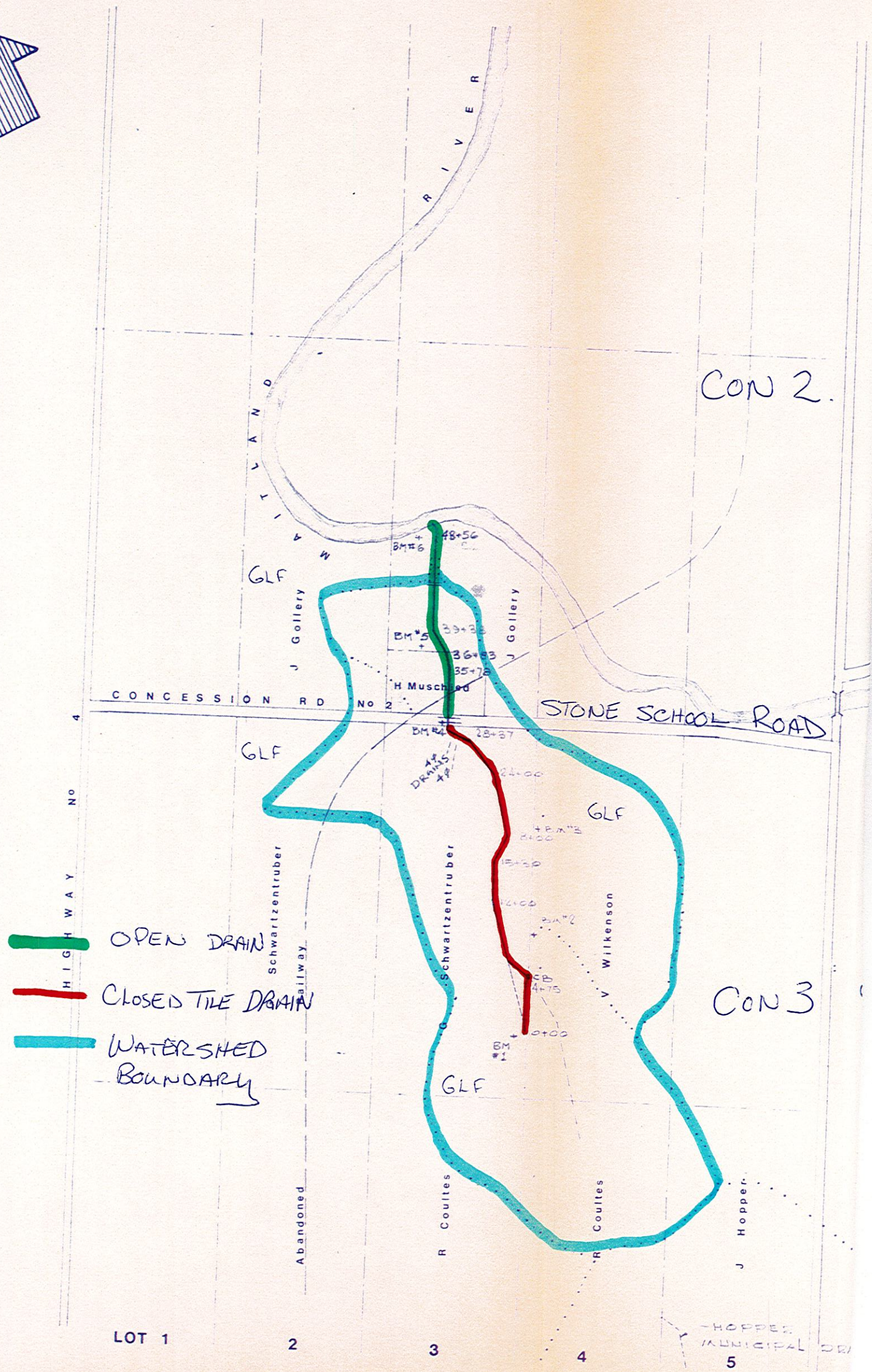
Unit Number	Street/Road Number <i>40299</i>	Street/Road Name <i>Stone school Rd</i>	PO Box
City/Town <i>Wingham</i>	Province <i>Ont.</i>	Postal Code <i>N0b 2W0</i>	
Telephone Number	Cell Phone Number (Optional) <i>519 357 7336</i>	Email Address (Optional)	

To be completed by recipient municipality:

Notice filed this *20* day of *May* 20 *22*

Name of Clerk (Last, First Name) <i>Hallam, Trevor</i>	Signature of Clerk 
---	--





CON 2.

CON 3

- OPEN DRAIN
- CLOSED TILE DRAIN
- WATERSHED BOUNDARY

LOT 1

2

3

4

5

HOPPER MUNICIPAL DR

HIGHWAY No 4

Abandoned Schwartzentruber railway

RIVER

CONCESSION RD No 2

STONE SCHOOL ROAD

J Gollery

J Gollery

H Muschled

DRAINS

Schwartzentruber

V Wilkenson

R Couites

R Couites

J Hopper

BM #6 48+56  
 BM #5 33+38  
 36+83  
 35+78

BM #4 28+37

BM #3 24+00

15+50

12+00

BM #2

CB 4+75

0+00

BM #1

GLF

GLF

GLF

GLF

HOPPER MUNICIPAL DR





## 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

To: Municipality of Morris-Turnberry

From: Meghan Tydd-Hrynyk, Planner

Date: June 21, 2022

**Re: Rural Management Inc. 40T22004 and Zoning By-law Amendment: Z01-2022**

Location: Concession B, Part Lot 6 & 7; Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St

Owner: Rural Management Inc.

Applicant: Ron Davidson Land Use Planning Consultants Inc.

---

### RECOMMENDATION

It is recommended that the Council of the Municipality of Morris-Turnberry support Plan of Subdivision File 40T22004 with the attached conditions, and forward to the County of Huron for Draft Plan approval.

Morris-Turnberry Zoning By-law amendment application Z01-2022 be approved as shown in the attached draft by-law.

### PURPOSE AND DESCRIPTION

Applications for a plan of subdivision and associated zoning by-law amendment have been received to develop the residentially designated lands located at Part Lots 6 & 7, Concession B in Lowertown. These lands are to the west of the Town of Wingham with access from Amberley Road and are shown in Figure 1 on the following page.

The subject property is designated *Residential, Natural Environment (Full Protection) and Floodway* in the Morris-Turnberry Official Plan and is approximately 6.19 hectares (15.3 acres).

The subdivision is comprised of the following as shown on Figure 2 on page 3:

- a) 15 single detached residential dwelling lots,
- b) 2 blocks for quadruplex residential dwellings,
- c) a stormwater management block,
- d) new municipal streets.

Access to the property is from Amberley Road to Augusta Street.

Figure 3 identifies the lands to be rezoned which are all currently zoned D (Future Development), VC2 (Village Commercial) and URA (Unopened Road Allowance). The proposed new zonings are:

- a) VR1 – Village Residential – Low Density to allow for single family dwellings;
- b) VR1-21 – Village Residential – Low Density (Special Provision) to allow for a lot frontage of 18.8m where 23m is required
- c) VR2 – Village Residential – Medium Density to allow for two blocks of quadruplexes;
- d) VR2-3 – Village Residential – Medium Density (Special Provision) to allow for a lot frontage of 12.3m where 23m is required.

**Figure 1. Aerial View of Subject Lands (outlined in red) – 2020 Air Photo**





Figure 2. Proposed Draft Plan of Subdivision

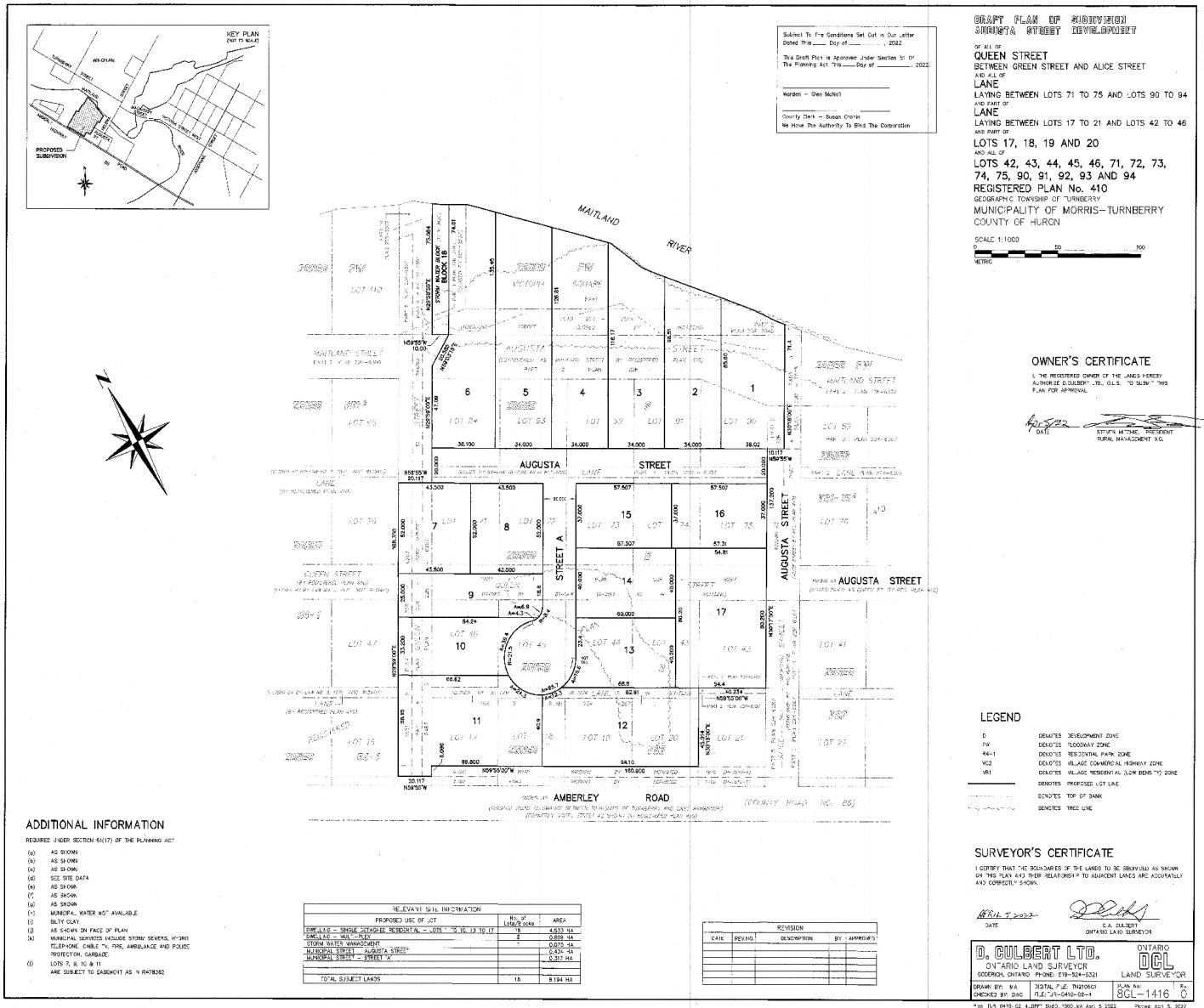
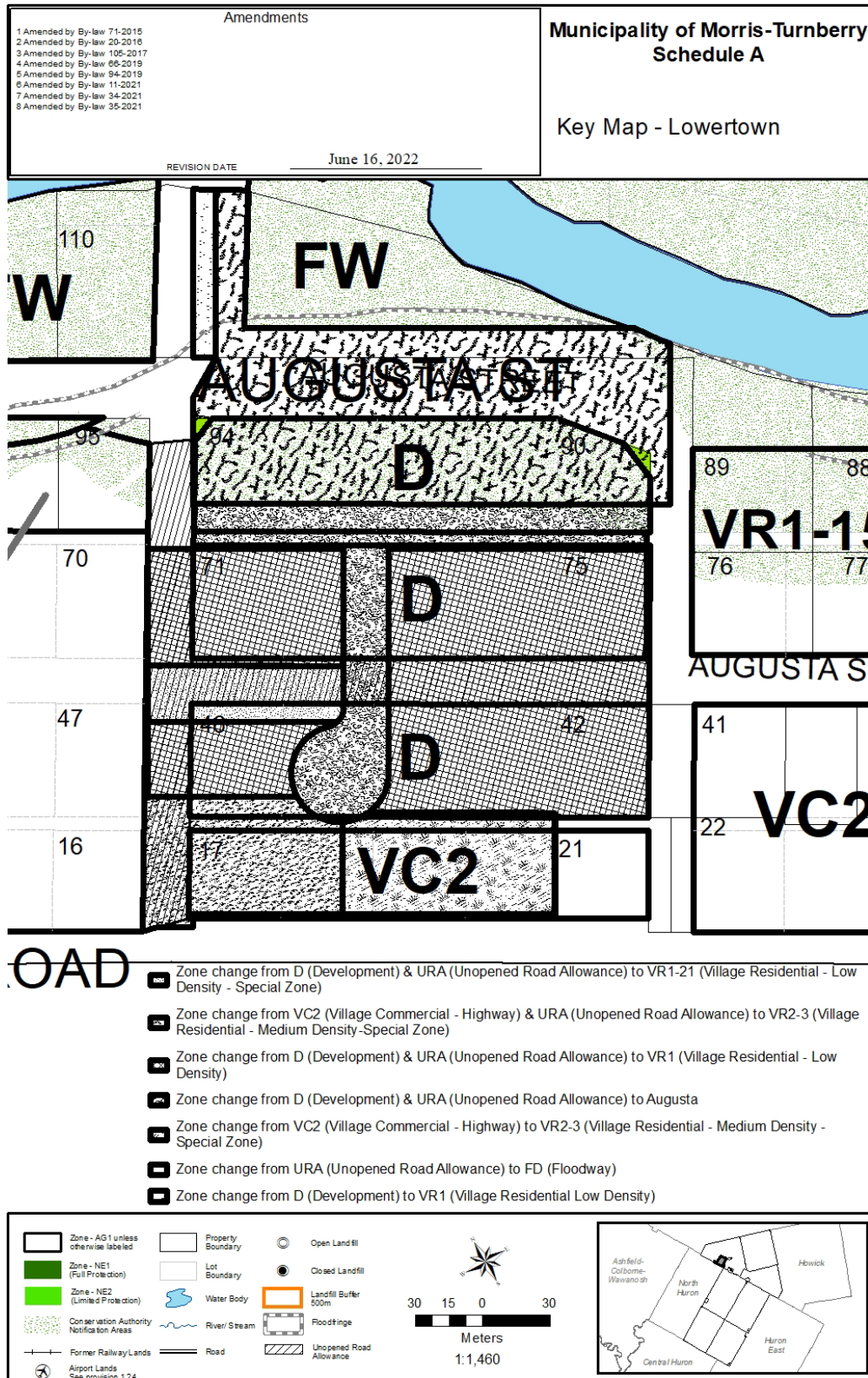


Figure 3. Location of Proposed Zone Changes



## **PLANNING REVIEW**

Plans of Subdivision are required to meet the criteria of the Planning Act, be consistent with the Provincial Policy Statement, and to conform to the County and local Official Plans. This section will discuss how the proposed development meets these requirements.

### **Planning Act**

Section 2 of the Planning Act requires approval authorities, such as municipalities, to have regard to matters of provincial interest when making decisions on planning applications. The subject applications further the provincial interest by:

- a) protecting ecological systems, including natural areas, features and functions by providing a buffer from the floodplain hazard lands to any new development;
- b) not impacting agricultural resources as the development lands have been designated for urban development for decades and are isolated from other agricultural lands and operations;
- c) not impacting mineral resources as there are no significant resources on the property;
- d) not impacting archaeological resources as the archaeological study did not find archaeological resources;
- e) continuing the orderly development of Lowertown as an extension of the existing development and improving the street pattern;
- f) proposing and permitting a range of housing types, including single detached and quadruplexes; and
- g) using an appropriate location for the proposed development with its proximity to existing schools, recreational facilities, and other residential areas.

Section 51(24) of the Planning Act outlines subdivision-specific criteria that regard is to be had to when considering issuing draft plan approval. These criteria include the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality along with about a dozen additional listed items. The proposed subdivision meets these criteria as the requirements of Section 2 of the Act have been met, the subdivision is not premature and conforms to the official plan, the land is suitable for residential uses, the road network is adequate, natural areas are protected, flood-prone hazardous areas are avoided, services are available (utilities, schools), and the lot/block layout and dedications are appropriate.

Both applications meet the requirements of the Planning Act.

### **Provincial Policy Statement, 2020 (PPS)**

Decisions made on planning applications are required to be consistent with the Provincial Policy Statement, 2020 (PPS) and its relevant policies.

Policy 1.1.1 outlines the many factors that contribute to a healthy, liveable and safe community which the proposed plan of subdivision and its associated rezoning advances.

The policies within Section 1.1.3 are for settlement areas, such as Lowertown. The proposed applications are consistent with these policies since they:

- further the role of Lowertown as a focus for growth and development (policy 1.1.3.1);
- have a density which efficiently uses the land and has available services for the development (policy 1.1.3.2); and

- facilitates intensification and a compact form through the lot sizes proposed (policy 1.1.3.4).
- Policy 1.6.6.4 outlines the necessity to consider long term impacts when Municipal services such as sewer and water are not present. Individual on-site sewage and water services may be used provided site conditions are suitable and that there are “no negative impacts” in the long term.

Policies 1.4.1 and 1.4.3 speak to maintaining an appropriate range of housing options and densities to meet the needs of current and future residents. Policy 1.7.1 identifies how long-term economic prosperity should be supported which includes “encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce.” The proposed development meets all of these policies through the range of housing types proposed (single detached and multi-dwelling unit buildings.)

The proposed development satisfies policy 2.1.1 (protecting natural features and areas for the long term), policy 2.2.2 (protecting surface water sources), and policy 2.6.2 (conservation of significant archaeological resources) through the studies completed in support of the applications, the design of the subdivision, and the zoning to ensure development avoids these areas.

Both applications are consistent with the Provincial Policy Statement, 2020.

#### **Huron County Official Plan (County OP)**

The Huron County Official Plan (County OP) contains general policies at the county-wide level and also provides guidelines to local municipalities for the development of local official plans. Local official plans are required to conform to the County OP.

Policy 7.3.1 directs opportunities for minor rounding out and infilling in Tertiary Settlement Areas, which Lowertown is considered.

Policy 7.3.7 requires development to be designed to preserve and enhance connectivity through a well-connected street pattern.

The proposed development satisfies policy 3.3.6 (preservation of significant archaeological resources), policy 3.3.9 (transportation land use considerations), policy 6.3.4 (protecting surface water sources), policies 6.3.8 through 6.3.9 (protecting natural features and areas for the long term), and policy 6.3.16 (development directed away from natural hazards) through the studies completed in support of the applications, the design of the subdivision, and the designations/zonings to ensure development avoids areas of concern.

Both applications conform to the County of Huron Official Plan.

#### **Morris - Turnberry Official Plan**

The Morris-Turnberry Official Plan (Morris-Turnberry OP) has many similar policies to what are found in the PPS and County OP. There are requirements for protecting natural features (policies 4.3), the protection of watercourses (policy 4.9), and avoiding natural hazards including flooding hazards (policy 4.10), all of which the proposed applications satisfy.

It is the intention of the Plan to develop a land use pattern that permits small-scale development and infilling as a complement to Wingham. Due to sensitive hydro-geological features in this area high density development is

restricted. Special policies for Lowertown are incorporated into the Development Standards policies. Policy 6.6.8 outlines development standards which apply to development in Lowertown.

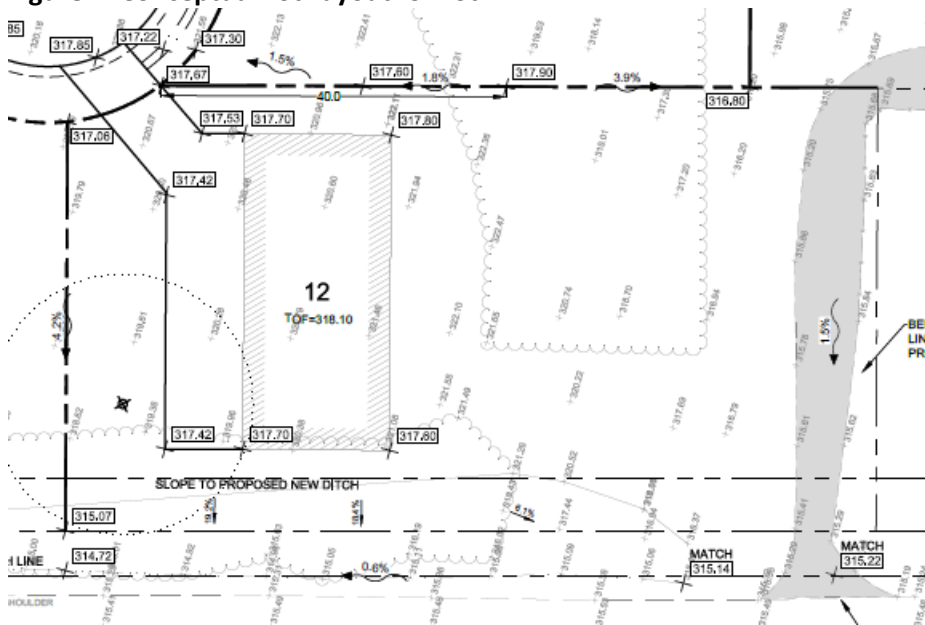
Both applications conform to the Morris-Turnberry Official Plan.

### Zoning Bylaw Amendment

A Zoning Bylaw Amendment application has been submitted in conjunction with the Plan of Subdivision. The proposed zoning conforms with the designations in the Morris-Turnberry Official Plan. The application does not propose any special provisions but in reviewing, Planning staff identified that two of the lots are deficient with respect to the minimum requirements for lot frontage: Lot 9 and Lot 12. In speaking with the applicant, they indicated that this was an oversight and that they would be amenable to the deficiencies being addressed in special zones and the amendments passed pursuant to Section 34(17) of the Planning Act.

In reviewing the deficiencies, Lot 9 has 18.8 metres of frontage where the VR1 zone requires 23 metres and Lot 12 has 12.3 metres where the VR2 zone requires 23 metres. The reduction to the frontage of Lot 9 is considered minor and appropriate. The reduction to the frontage of Lot 12 is more significant due to the degree of the deficiency and the fact that this lot is intended to accommodate a fourplex. In reviewing the plans, it is apparent that the frontage of Lot 12 is confined by interaction of the lot fabric with the road bulb of the cul de sac; there is no way to increase the frontage without creating an odd-shaped lot which is not desired. The applicant has provided a lot layout which demonstrates how the fourplex will be oriented on the lot and how access will be achieved (see Figure 4). The reduced lot frontage is considered acceptable in this instance.

**Figure 4: Conceptual Lot Layout for Lot 12**



The remainder of the proposed lots conform with the provisions of the Zoning Bylaw.

One further change to the Zoning Bylaw was to recognize Block 18, the stormwater management block, as Floodway (FW); it is currently part of an Unopened Road Allowance and therefore, not zoned.

## **SUBDIVISION CONDITIONS**

A list of proposed conditions of draft plan approval is attached to this report and addresses the following topics:

- Phasing
- Subdivision naming
- Roads
- Easements and blocks
- Subdivision agreement
- Engineering drawings
- Servicing
- Storm water management
- Zoning
- Cash in lieu of Parkland
- Agency requirements
- Financial requirements

## **COMMENTS RECEIVED**

### Bell Canada

No objection, advise the Owner to contact Bell Canada during detailed design to confirm the provisioning of communications/telecommunications infrastructure needed to service the development. Include condition of approval: "The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost."

### Canada Post

A centralized community mailbox will service buildings of 3 or more self contained units. Conditions to be completed to the satisfaction of Canada Post.

### Enbridge Gas Inc.

Request that a condition of final approval that the owner/developer provide to Enbridge the necessary easements and/or agreements required by Enbridge for the provision of gas services for the project, in a form satisfactory to Enbridge.

### Hydro One

No concerns with the proposed development

### Huron Perth Catholic District School Board

No concerns with the proposed development

### Huron County Public Works

- no Traffic Impact Assessment required;
- Would like confirmation as to elevation of ditch and where the improvements are required and if driveway pipes are being upsized/replaced which is dependent on the depth and flow rate.
- Also concerned with how much water is being displaced to the County Road. Would like to see calculations for pre and post construction.
- To keep in line with the County's climate change adaptation plan – street trees are to be planted on the County's Road Allowance at the rear yards of lots 11 and 12.

Maitland Valley Conservation Authority

- Not opposed to the application
- Final Storm Water Management plan required
- Final Erosion and Sedimentation Plan
- Final Grading Plan submitted

**Comments from Members of the Public**

No public comments have been received at this time.

**CONCLUSION**

As the applications comply with the Planning Act, are consistent with the Provincial Policy Statement, 2020, and conform to both the Huron County Official Plan and the Morris-Turnberry Official Plan, they are recommended for approval. I am also satisfied that the issues raised by agencies can be addressed by the list of recommended conditions, as attached. The actions by Morris-Turnberry Council to advance their approval include:

- a) Recommend to the County of Huron that Plan of Subdivision File 40T22004 receive draft plan approval with conditions; and
- b) Approve Morris-Turnberry Zoning By-law Amendment Application Z01-2022.

Sincerely,

'Original signed by'

---

Meghan Tydd-Hrynyk, Planner



## **RECOMMENDED CONDITIONS**

Applicant: Ron Davidson Land use Planning Consultant Inc. on behalf of Rural Management Inc.

**Local Municipality:** Municipality of Morris-Turnberry

**Subject Lands:** All of Queen Street between Green and Alice Streets; and all of Lane laying between Lots 71-75 and Lots 90-94; and Part of Lane laying between Lots 17-21 and Lots 42-46; and Part of Lots 17-20; and all of Lots 42-46, 71-75 and 90-94, Registered Plan 410, Turnberry Ward, Municipality of Morris-Turnberry, County of Huron.

**Date of Draft Approval:** July 6, 2022

WHEREAS the application for subdivision 40T22004 has been circulated according to the Delegation Orders of the Minister of Municipal Affairs and the County of Huron's Procedures Manual;

AND WHEREAS the application affects an area designated for residential development in the Municipality of Morris-Turnberry Official Plan;

AND WHEREAS any issues raised during the circulation of the application are addressed by the following conditions to draft approval;

NOW, THEREFORE the Council of the Corporation of Huron hereby issues draft approval to file 40T22004 which pertains to All of Queen Street between Green and Alice Streets; and all of Lane laying between Lots 71-75 and Lots 90-94; and Part of Lane laying between Lots 17-21 and Lots 42-46; and Part of Lots 17-20; and all of Lots 42-46, 71-75 and 90-94, Registered Plan 410, Turnberry Ward, Municipality of Morris-Turnberry, County of Huron. and the following conditions shall apply.

The County of Huron's conditions and amendments to final approval for registration of this subdivision (File 40T22004) are as follows (the following conditions must be met prior to final approval):

### **Description**

1. That this approval applies to the draft plan identified as 8GL-1416 and dated February 14, 2022. The subdivision consists of 17 residential lots/blocks, a stormwater management block and internal roadways.

### **General**

2. That all municipal requirements, financial or otherwise be met to the satisfaction of the Municipality of Morris-Turnberry.

### **Phasing**

3. That the subdivision may proceed in phases as determined in the detailed design phase.

4. That any road or storm water management and drainage infrastructure required for the independent development of any phase shall be completed to the satisfaction of the Municipality of Morris-Turnberry and the Maitland Valley Conservation Authority, prior to the registration of the respective phase.

5. That any additional requirements of phasing will be addressed in the Development Agreement between the development and the Municipality of Morris-Turnberry,

### **Roads**

6. That road allowances included in the draft plan shall be shown and dedicated as public roads.

7. That the roads be developed to a standard acceptable to the Municipality of Morris-Turnberry.
8. That the roads shown on the draft plan be named to the satisfaction of the Municipality of Morris-Turnberry.
9. That any temporary turning circles, hammer heads, dead ends and/or open sides of road allowances created by this Plan of Subdivision be accompanied in the municipal road allowance to the satisfaction of the Municipality of Morris-Turnberry.
10. Any dead ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the Municipality of Morris-Turnberry until required for future road allowance or access to adjacent land.

**Reserves, Easements and Blocks**

11. Any easements as may be required for any utility purposes, including but not limited to, telecommunications, cable, gas and hydro shall be granted by the Subdivider to the appropriate authorities to their satisfaction.
12. At the time of registration of the plan all easements will be provided by the developer to the satisfaction of the Municipality.
13. Block 18 be conveyed to the Municipality of Morris-Turnberry for stormwater management purposes.

**Parkland**

14. Cash in lieu of parkland be conveyed to the Municipality of Morris-Turnberry as per Section 51.1. of the Planning Act.

**Subdivision Agreement**

15. Prior to registration of the plan the Developer shall enter into a Subdivision Agreement with the Municipality of Morris-Turnberry and such agreement be registered against the lands to which it applies.
16. That the Subdivision Agreement between the Developer and the Municipality of Morris-Turnberry address the following and any other requirements deemed necessary:
  - a. Provide for the installation and connection to all public services, including but not limited to: telecommunications, cable, gas and hydro;
  - b. Provision for phases as per the detailed design phase;
  - c. Provision for roads to a standard acceptable to the Municipality of Morris-Turnberry and for the naming of such roads;
  - d. Provision of storm water management facilities
  - e. Provision of grading and drainage plans and related installations;
  - f. Provisions to address requirements by other review agencies; and
  - g. Other such matters as determined by the Municipality of Morris-Turnberry.
17. That the Subdivision Agreement shall be registered against the lands to which it applies once the plan of subdivision has been registered.
18. That the Developer agrees in writing, to the satisfaction of the Municipality, that no work, including but not limited to tree cutting, grading or filling, will occur on the lands until such time as the Developer has obtained written permission from the Municipality or has entered into a Subdivision Agreement with the Municipality.

19. A copy of the subdivision agreement between the Developer and the Municipality of Morris-Turnberry shall be provided to the County of Huron Planning and Development Department prior to final approval of this subdivision.

### **Engineering Drawings**

20. Prior to final approval, the Developer shall submit for approval subdivision design drawings for all public works and services within the entire subdivision, prepared and certified by a Professional Engineer, to the satisfaction of the Municipality of Morris-Turnberry.

### **Servicing**

21. That the Developer agrees in writing to satisfy all requirements, financial and otherwise, of the Municipality of Morris-Turnberry concerning the provision of all public services, including but not limited to roads, streetlights, installation of services, and drainage.

22. That all utility installations shall be located underground.

23. That a street lighting plan be submitted and approved by the Municipality of Morris-Turnberry.

24. The Developer provides to Enbridge Gas Inc. the necessary easements and/or agreements required by Enbridge for the provision of gas services for the project, in a form satisfactory to Enbridge.

25. The Developer agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Developer shall be responsible for the relocation of any such facilities or easements at their own cost.

### **Canada Post**

26. The Subdivision Agreement shall contain the following clauses:

a. The Developer agrees to consult with Canada Post and the Municipality of Morris-Turnberry to determine suitable permanent locations for Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans and will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads to the satisfaction of Canada Post and the Municipality of Morris-Turnberry.

b. The Developer agrees, prior to offering any units for sale, to display a map on the walls of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

c. The Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs and final grading are completed at the permanent Community Mail Box locations. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

d. The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

i) Any required walkway across the boulevard, per Municipality standards.

ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.

iii) A Community Mail Box concrete base pad per Canada Post specifications.

### **Storm Water Management**

30. Prior to grading or construction, the Developer submit a storm water management plan prepared by a qualified professional engineer and acceptable to the Maitland Valley Conservation Authority and the Municipality of Morris-Turnberry, including:

- a. The completion of infrastructure necessary for adequate storm water management of the development;
- b. Details regarding the maintenance of any stormwater management facilities, including means of access to such facilities; or
- c. The assessment of a professional engineer demonstrating new infrastructure is not required to mitigate storm water impacts of the development.

31. Prior to final approval, the Developer shall submit the following reports, prepared by a qualified professional engineer, to the satisfaction of the Municipality of Morris-Turnberry and the Maitland Valley Conservation Authority:

- a. A final overall lot grading and drainage plan; and
- b. A final erosion and sedimentation control plan.

32. Block 18 shall be dedicated to the Municipality of Morris-Turnberry for the purposes of stormwater management following the complete construction of all facilities outlined in the stormwater management plan.

### **Financial Requirements**

33. Arrangements shall be made, satisfactory to both the Municipality of Morris-Turnberry and the County of Huron, for reimbursement of any legal and/or engineering fees and disbursements incurred by them in connection with the review or approval of this plan of subdivision.

### **Zoning**

34. The subject lands be zoned to the satisfaction of the Municipality of Morris-Turnberry

### **Clearances**

35. That the County be advised in writing by the appropriate agencies how the foregoing conditions have been satisfied.

### **ADMINISTRATION**

The proponent has three (3) years from the date of draft approval of this plan of subdivision to obtain final approval from the County. If final approval is not obtained before three (3) years from the date of draft approval, and in the absence of an extension applied for by the Developer and approved by the County, then the draft approval shall be deemed to be void.

### **NOTES TO DRAFT APPROVAL**

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron, Planning and Development Department, quoting the County file number.
2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a minimum of two weeks to review an application for final approval of a Plan of Subdivision.
3. A copy of the final M-Plan is required by the County of Huron and the Municipality of Morris-Turnberry.

4. It is the responsibility of the Developer to provide the approval body with the required information and fees to extend this draft approval. Should this information and fees not be received prior to the lapsing date, the Draft Plan Approval will lapse. There is no authority to revise the approval after the lapsing date. A new subdivision application under Section 51 of the Planning Act will be required.

5. An updated review of the plan and revisions to the Conditions of Approval may be necessary if an extension is to be granted.

6. A copy of the development agreement is required by the County of Huron.

7. Clearances are required from the following:

Condition # Municipality of Morris-Turnberry  
41343 Morris Road  
PO Box 310  
Brussels, ON N0G 1H0

Condition #  
County of Huron Planning & Development Department  
57 Napier Street,  
Goderich, Ontario, N7A 1W2

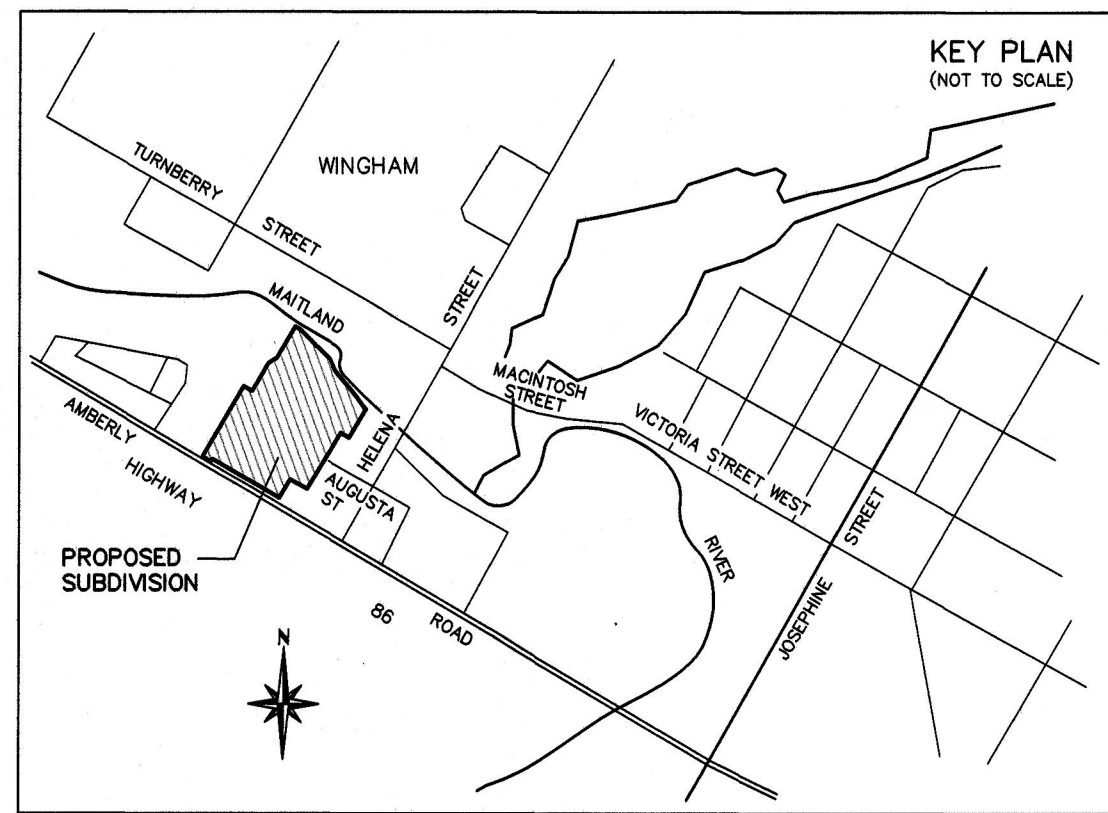
Condition #  
Maitland Valley Conservation Authority  
1093 Marietta Street, Box 127  
Wroxeter, ON N0G 2X0

Condition #  
Canada Post Delivery Services Officer | Delivery Planning  
955 Highbury Ave  
London, ON N5Y 1A3

Condition # \_\_\_\_\_  
Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, ON N7M 5M1

Condition # \_\_\_\_\_  
Bell Canada





Subject To The Conditions Set Out In Our Letter Dated This \_\_\_\_\_ Day of \_\_\_\_\_, 2022

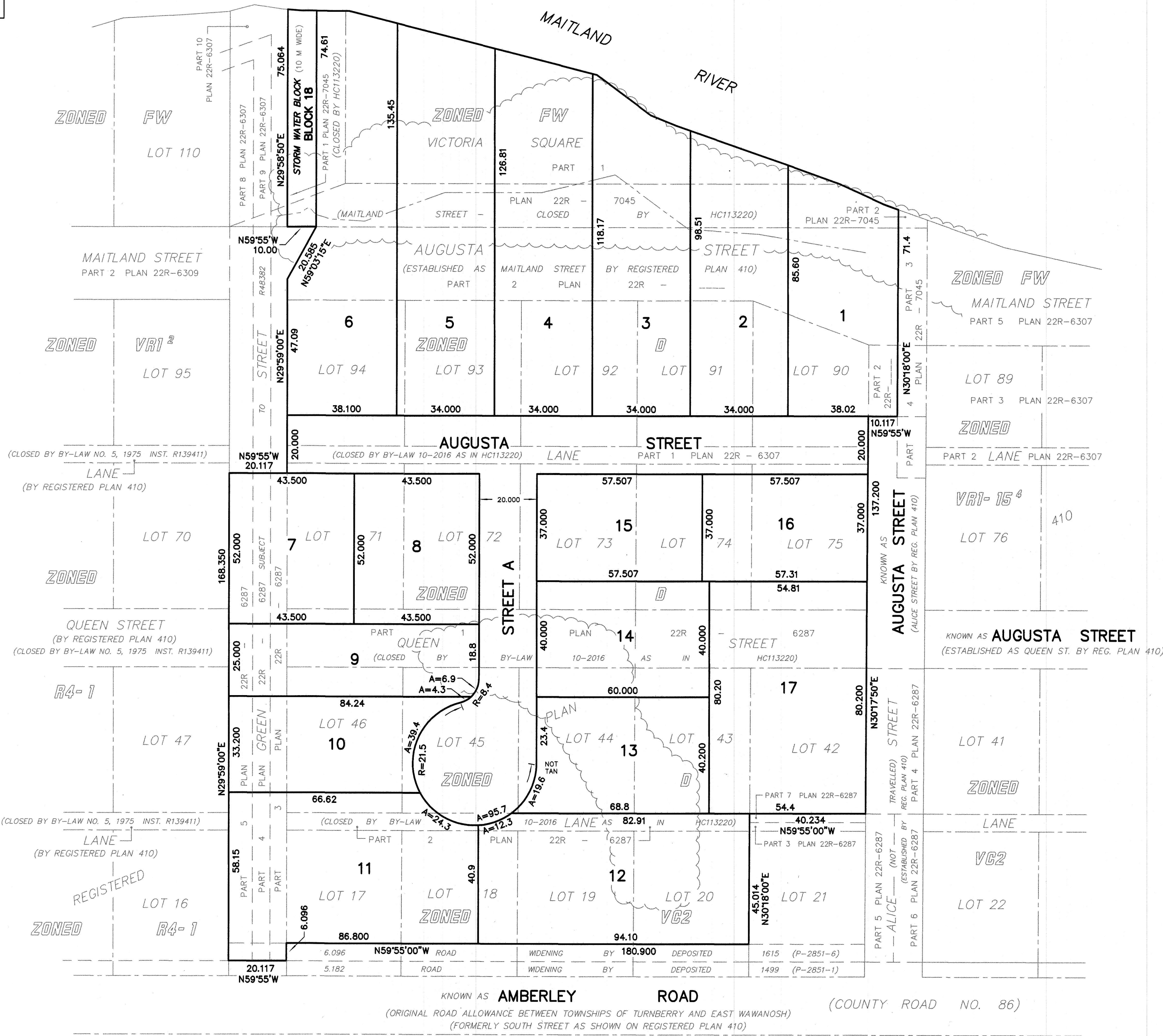
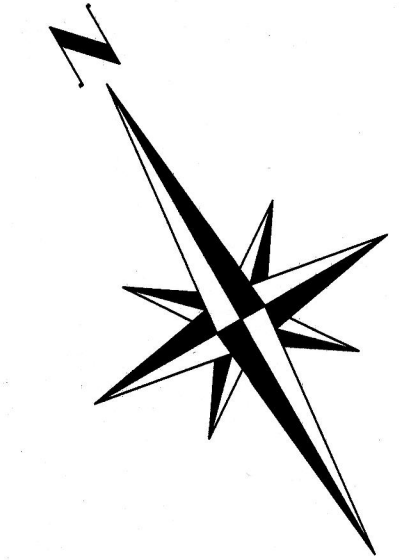
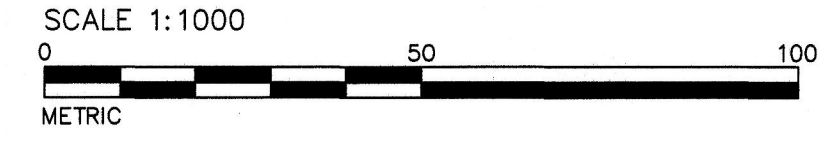
This Draft Plan is Approved Under Section 51 Of The Planning Act This \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

Warden - Glen McNeil

County Clerk - Susan Cronin  
We Have The Authority To Bind The Corporation

**DRAFT PLAN OF SUBDIVISION**  
**AUGUSTA STREET DEVELOPMENT**

OF ALL OF  
**QUEEN STREET**  
BETWEEN GREEN STREET AND ALICE STREET  
AND ALL OF  
**LANE**  
LAYING BETWEEN LOTS 71 TO 75 AND LOTS 90 TO 94  
AND PART OF  
**LANE**  
LAYING BETWEEN LOTS 17 TO 21 AND LOTS 42 TO 46  
AND PART OF  
**LOTS 17, 18, 19 AND 20**  
AND ALL OF  
**LOTS 42, 43, 44, 45, 46, 71, 72, 73, 74, 75, 90, 91, 92, 93 AND 94**  
**REGISTERED PLAN No. 410**  
GEOGRAPHIC TOWNSHIP OF TURNBERRY  
MUNICIPALITY OF MORRIS-TURNBERRY  
COUNTY OF HURON



**OWNER'S CERTIFICATE**

I, THE REGISTERED OWNER OF THE LANDS HEREBY AUTHORIZE D.CULBERT LTD., O.L.S. TO SUBMIT THIS PLAN FOR APPROVAL.

APR 5 2022 DATE  
STEVEN MITCHE, PRESIDENT  
RURAL MANAGEMENT INC.

**LEGEND**

D DENOTES DEVELOPMENT ZONE  
FW DENOTES FLOODWAY ZONE  
R4-1 DENOTES RESIDENTIAL PARK ZONE  
VC2 DENOTES VILLAGE COMMERCIAL HIGHWAY ZONE  
VRI DENOTES VILLAGE RESIDENTIAL (LOW DENSITY) ZONE  
--- DENOTES PROPOSED LOT LINE  
--- DENOTES TOP OF BANK  
--- DENOTES TREE LINE

**ADDITIONAL INFORMATION**

- REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT
- (a) AS SHOWN
  - (b) AS SHOWN
  - (c) AS SHOWN
  - (d) SEE SITE DATA
  - (e) AS SHOWN
  - (f) AS SHOWN
  - (g) AS SHOWN
  - (h) MUNICIPAL WATER NOT AVAILABLE
  - (i) SILTY CLAY
  - (j) AS SHOWN ON FACE OF PLAN
  - (k) MUNICIPAL SERVICES INCLUDE STORM SEWERS, HYDRO TELEPHONE, CABLE TV, FIRE, AMBULANCE AND POLICE PROTECTION, GARBAGE.
  - (l) LOTS 7, 9, 10 & 11 ARE SUBJECT TO EASEMENT AS IN R478382

RELEVANT SITE INFORMATION		
PROPOSED USE OF LOT	No. of Lots/Blocks	AREA
DWELLING - SINGLE DETACHED RESIDENTIAL - LOTS 1 TO 10, 13 TO 17	15	4.533 HA
DWELLING - MULTI-PLEX	2	0.869 HA
STORM WATER MANAGEMENT	1	0.075 HA
MUNICIPAL STREET - AUGUSTA STREET		0.404 HA
MUNICIPAL STREET - STREET 'A'		0.313 HA
<b>TOTAL SUBJECT LANDS</b>	<b>18</b>	<b>6.194 HA</b>

REVISION				
DATE	REV.NO.	DESCRIPTION	BY	APPROVED

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

APRIL 5, 2022 DATE  
D.A. CULBERT  
ONTARIO LAND SURVEYOR

**D. CULBERT LTD.** ONTARIO  
ONTARIO LAND SURVEYOR  
GODERICH, ONTARIO PHONE: 519-524-5321 LAND SURVEYOR

DRAWN BY: MA  
CHECKED BY: DAC

DIGITAL FILE: T2106C1  
FILE: TUR-0410-02-4

PLAN No:  
**8GL-1416**

Rv  
**0**

Plan: TUR-0410-02-4\_DRFT SUBD\_1000\_MA\_April 5 2022 Plotted: April 5, 2022



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

**BY-LAW 24 – 2022**

---

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

---

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

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

1. This by-law shall apply to Concession B, Part Lot 6 & 7; Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St (Turnberry) in the Municipality of Morris-Turnberry and is comprised of Schedules 1-3.
2. By-law 45-2014 is hereby amended by changing the zoning from VC2 (Village Commercial), Unopened Road Allowance and D (Development Zone) to VR1 (Village Residential Low Density), VR1 (Village Residential – Low Density Special Zone), VR2 (Village Residential – Medium Density), VR2 (Village Residential – Medium Density Special Zone) and FW (Floodway).
3. Bylaw 45-2014 is hereby amended with the addition of Section 14.7.21 as follows:  
  
VR1-21  
In the area zoned VR1-21, a reduced frontage of 18.8 metres is recognized. All other provisions apply.
4. Bylaw 45-2014 is hereby amended with the addition of Section 15.7.3 as follows:  
  
VR2-3  
In the area zoned VR2-3, a reduced frontage of 12.0 metres is recognized. All other provisions apply.
5. Key Map – Lowertown, By-law 45-2014 is hereby amended as shown on the attached Schedule 3 of this by-law.
6. All other provisions of By-law 45-2014 shall apply.
7. This by-law shall come into force pursuant to Section 34(21) of the *Planning Act, RSO 1990*, as amended.

**Read a FIRST and SECOND time this 21<sup>st</sup> day of June, 2022.**

**Read a THIRD time and FINALLY PASSED this 21<sup>st</sup> day of June, 2022.**

---

Mayor, Jamie Heffer

---

Clerk, Trevor Hallam

## **SCHEDULE 1**

### **CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY BY-LAW NO. 24 - 2022**

By-law No 24 - 2022 has the following purpose and effect:

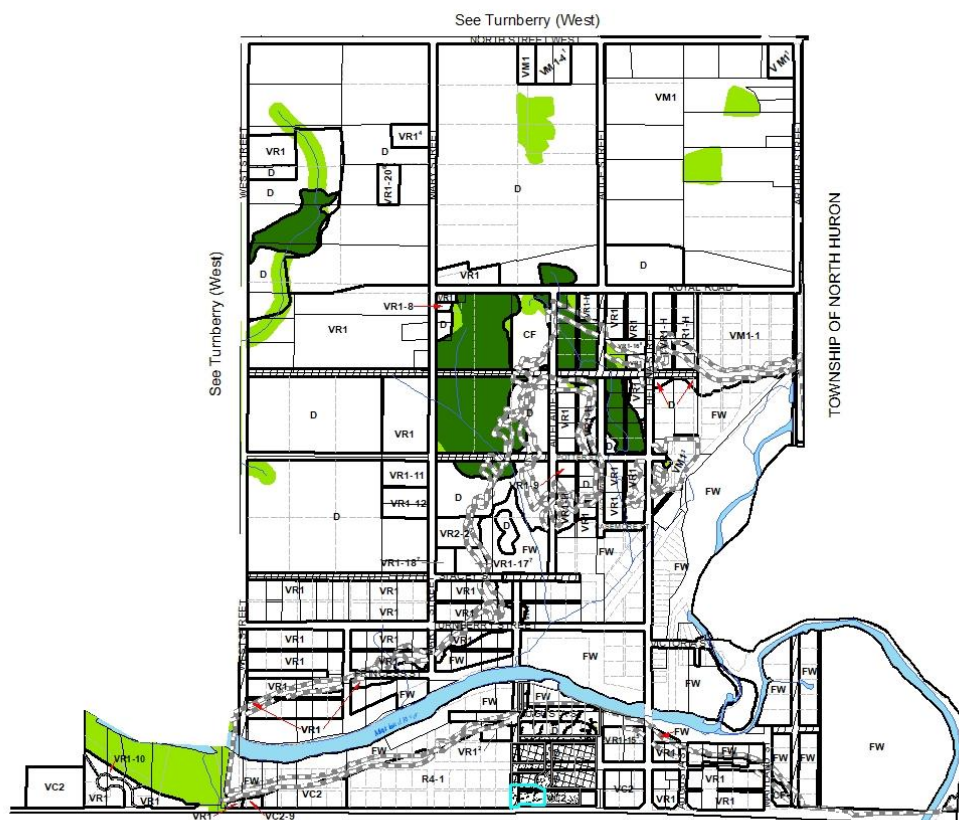
1. The purpose of the proposed zoning by-law amendment is to amend the zoning on Concession B, Part Lot 6 & 7; Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St (Turnberry) from VC2 (Village Commercial), Unopened Road Allowance and D (Development Zone) to VR1 (Village Residential Low Density), VR1 (Village Residential – Low Density Special Zone), VR2 (Village Residential – Medium Density), VR2 (Village Residential – Medium Density Special Zone) and FW (Floodway) This would permit the development of a residential Plan of Subdivision.
2. This by-law amends the Municipality of Morris-Turnberry Zoning By-law 45-2014. All other zone provisions apply.
3. The location map and key map showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2 and Schedule 3.



## SCHEDULE 2

# THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY BY-LAW NO. 24 - 2022

<p style="text-align: center;">Amendments</p> <p>1 Amended by By-law 71-2015                  2 Amended by By-law 20-2016                  3 Amended by By-law 105-2017                  4 Amended by By-law 66-2019                  5 Amended by By-law 94-2019                  6 Amended by By-law 11-2021                  7 Amended by By-law 34-2021                  8 Amended by By-law 35-2021</p>	<p><b>Municipality of Morris-Turnberry</b> <b>Schedule A</b></p> <p>Key Map - Lowertown</p>
REVISION DATE <u>June 16, 2022</u>	



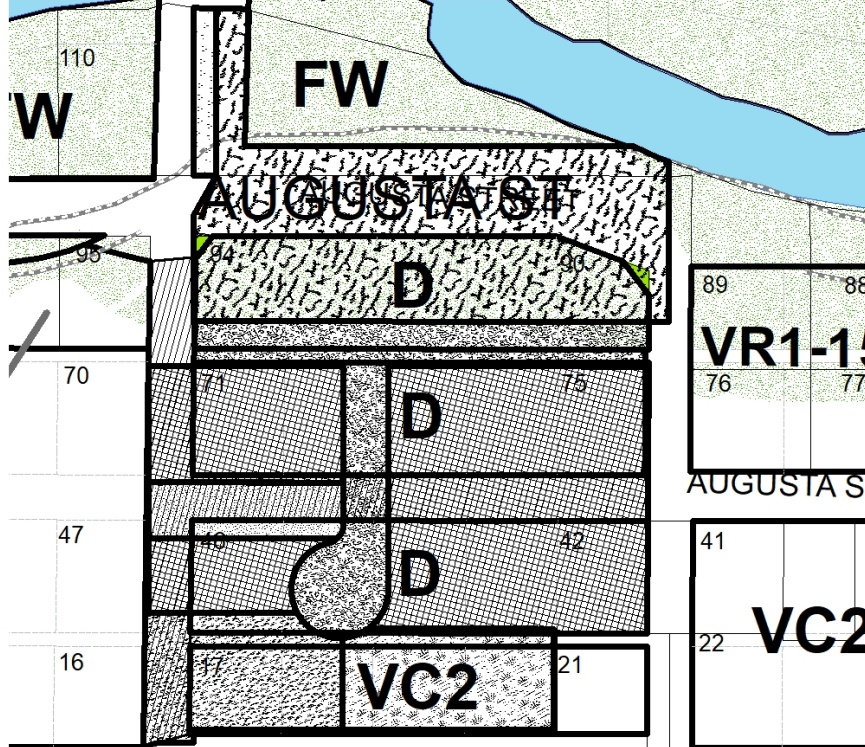
- TOWNSHIP OF NORTH HURON**
- Zone change from D (Development) & URA (Unopened Road Allowance) to VR1-21 (Village Residential - Low Density - Special Zone)
  - Zone change from VC2 (Village Commercial - Highway) & URA (Unopened Road Allowance) to VR2-3 (Village Residential - Medium Density-Special Zone)
  - Zone change from D (Development) & URA (Unopened Road Allowance) to VR1 (Village Residential - Low Density)
  - Zone change from D (Development) & URA (Unopened Road Allowance) to Augusta Street
  - Zone change from VC2 (Village Commercial - Highway) to VR2-3 (Village Residential - Medium Density - Special Zone)
  - Zone change from D (Development) to VR1 (Village Residential Low Density)
  - Zone change from URA (Unopened Road Allowance) to FD (Floodway)

<ul style="list-style-type: none"> <li> Zone-AG1 unless otherwise labeled</li> <li> Zone-NE1 (Full Protection)</li> <li> Zone-NE2 (Limited Protection)</li> <li> Conservation Authority Notification Areas</li> <li> Former Railway Lands</li> <li> Airport Lands See provision 1.24</li> </ul>	<ul style="list-style-type: none"> <li> Property Boundary</li> <li> Lot Boundary</li> <li> Water Body</li> <li> River/Stream</li> <li> Road</li> <li> Open Landfill</li> <li> Closed Landfill</li> <li> Landfill Buffer 500m</li> <li> Floodings</li> <li> Unopened Road Allowance</li> </ul>	<p>200 100 0 200</p> <p>Meters</p> <p>1:10,000</p>
---	---	--

**SCHEDULE 3**

**THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY  
BY-LAW No. 24 - 2022**

<p align="center">Amendments</p> <p>1 Amended by By-law 71-2015 2 Amended by By-law 20-2016 3 Amended by By-law 105-2017 4 Amended by By-law 66-2019 5 Amended by By-law 94-2019 6 Amended by By-law 11-2021 7 Amended by By-law 34-2021 8 Amended by By-law 35-2021</p> <p align="center">REVISION DATE <u>June 16, 2022</u></p>	<p align="center"><b>Municipality of Morris-Turnberry Schedule A</b></p> <p align="center">Key Map - Lowertown</p>
---	--



- OAD**
- Zone change from D (Development) & URA (Unopened Road Allowance) to VR1-21 (Village Residential - Low Density - Special Zone)
  - Zone change from VC2 (Village Commercial - Highway) & URA (Unopened Road Allowance) to VR2-3 (Village Residential - Medium Density - Special Zone)
  - Zone change from D (Development) & URA (Unopened Road Allowance) to VR1 (Village Residential - Low Density)
  - Zone change from D (Development) & URA (Unopened Road Allowance) to Augusta
  - Zone change from VC2 (Village Commercial - Highway) to VR2-3 (Village Residential - Medium Density - Special Zone)
  - Zone change from URA (Unopened Road Allowance) to FD (Floodway)
  - Zone change from D (Development) to VR1 (Village Residential Low Density)

<p>Zone - AG 1 unless otherwise labeled</p> <p>Zone - NE1 (Full Protection)</p> <p>Zone - NE2 (Limited Protection)</p> <p>Conservation Authority Notification Areas</p> <p>Former Railway Lands</p> <p>Airport Lands See provision 1.24</p>	<p>Property Boundary</p> <p>Lot Boundary</p> <p>Water Body</p> <p>River/Stream</p> <p>Road</p>	<p>Open Landfill</p> <p>Closed Landfill</p> <p>Landfill Buffer 500m</p> <p>Floodings</p> <p>Unopened Road Allowance</p>	<p align="center">North</p> <p align="center">0 30 m</p> <p align="center">VR1-18 VR1-17 m</p>	
---	--	---	--	--



# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Trevor Hallam, CAO/Clerk  
**DATE:** June 21, 2022  
**SUBJECT:** Asset Management Grant Support

---

### **RECOMMENDATION**

That Council endorse the submission of an application to the Federation of Canadian Municipalities (FCM) for a grant opportunity under the Municipal Asset Management Program (MAMP) for the purpose renewing the Municipality's Asset Management Plans, by considering the following motion:

*Moved by*  
*Seconded by*

*THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for Asset Management Plan Renewal.*

*AND FURTHER THAT the Municipality of Morris-Turnberry commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:*

- 1. Producing an O. Reg 588/17 Compliant Asset Management Plan*
- 2. Asset Data disaggregation, consolidation and refinement*
- 3. Staff and Council Asset Management Training*
- 4. Developing Level of Service Frameworks*

*AND FURTHER THAT that the Municipality commits \$70,000.00 from its budget toward the costs of this initiative.*

### **BACKGROUND**

Under the *Infrastructure for Jobs and Prosperity Act, 2015*, principles are set out by the provincial government to regulate asset management planning for municipalities. On December 27, 2017, O. Reg. 588/17 was released which regulates asset management planning for municipal infrastructure. Under this regulation, every municipality is required to prepare a comprehensive strategic asset management policy, a plan to maintain core municipal infrastructure, a level of service proposal, and a publicly accessible asset management plan which is required to be updated every fifth year going forward with data obtained within the preceding two years.

The following are the key dates to this regulation:

- January 1, 2018: Effective date of Regulation.
- July 1, 2019: Date for municipalities to have a finalized strategic asset management policy (completed on time by Morris-Turnberry).
- July 1, 2022: Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management) that addresses current levels of service and the cost of maintaining those services. (scheduled to be completed on time by Morris-Turnberry)
- July 1, 2024: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that addresses current levels of service and the cost of maintaining those services.
- July 1, 2025: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out for 2024. This includes a discussion of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund the activities.

### **COMMENTS**

#### Asset Management Plan Status

Morris-Turnberry's first asset management plan was produced in 2016 by Public Sector Digest and was primarily a financial planning exercise using asset age to establish approximate conditions and lifecycle cost estimates.

The renewed Asset Management Plans for “core assets” as defined by O. Reg. 588/17, which are water, wastewater, stormwater, road, bridge and culvert related assets, will be made publicly available on the Municipality’s website by July 1, 2022 as stipulated by O. Reg. 588/17. Condition data for the core assets is being compiled from an aggregation of age estimates, staff inspection and existing construction drawings and plans. Bridges are inspected biannually, and the 2020 data is being used for the renewal of the plan. The municipality has not previously conducted focused inspections of other core assets, but will need to do so going forward in order to maintain condition data that is no more than two years old at any time, as prescribed in the regulation.

The July 1, 2022 deadline for the core assets was originally set for July 1, 2021. The province provided an extension to all municipalities of one year in recognition of the challenges faced due to the COVID-19 pandemic. Had this extension not been granted, Morris-Turnberry would not have met the deadline for compliance. Even with the additional time, the creation of the asset management plan has taken considerable staff time and effort and is still ongoing in preparation for the July 1 deadline.

The prioritization of the extensive work required to produce the updated plan has not allowed sufficient time for the entry of the collected data into the CityWide asset management database to which the municipality subscribes annually. Having the data consolidated there will allow for more efficient maintenance of asset conditions and service levels. The municipality does not currently have the capacity to enter the data while meeting other deadlines and day to day demands.

Under the next phase set out in the regulation, the municipality is required to have a complete asset management plan for all assets including buildings, streetlights, sidewalks, heavy equipment, landfill, parks, cemeteries, generators, and vehicle assets by July 1, 2024. To date no condition or level of service data has been collected for these assets and a large scale data collection exercise will be required. In addition to collecting the new data on these assets, condition data on core assets will need to be updated to ensure it is no more than 2 years old. This will be aided by the use of the MESH system purchased in 2021, but will still be a considerable undertaking.

If Morris-Turnberry is to meet its future obligations under this regulation, additional resources are needed. Morris-Turnberry does not have the resources in house to complete the next phase without the added capacity of either hiring an additional staff person to undertake the project or engaging a consulting firm with experience in the field.

#### Support for Grant Application

Infrastructure Canada has developed a funding program to support Canadian municipalities in strengthening Asset Management Practices, which is delivered by the Federation of Canadian Municipalities (FCM). The Municipal Asset Management Program (MAMP) was launched in 2017 and offers municipal grant funding to support Canadian municipalities in strengthening their asset management practices to provide for informed infrastructure investment decisions.

Staff is requesting Council’s approval to submit a funding application for the FCM’s MAMP as soon as possible. Due to the high volume of applications experienced in the last round of funding, it is expected that funding will run out well before the October 31, 2022 deadline. Under this program FCM is offering funding for 80% of specified eligible activities up to a maximum grant of \$50,000.00 for municipalities with a population of more than 1,000 residents. Formal endorsement of the grant application from Council is required for the grant application submission to be deemed complete.

The 2022 budget set aside \$20,000.00 for asset management activities that are already planned, and there is currently \$238,200.00 in the roads asset management reserve. With the volume of work required, staff are confident that the project costs could easily reach the \$62,500.00 required to take full advantage of the \$50,000.00 maximum grant, leaving approximately \$12,500.00 as a direct expense to the Municipality.

To be considered complete, the resolution of support for the grant application must contain a financial commitment from the Municipality. Staff recommend a commitment of \$70,000.00 in total (excluding the possible \$50,000.00 grant) to be allocated over the 2022 and 2023 budget years. Should the grant application not be successful the amount allocation to the project will be reassessed.

#### Public Sector Digest Proposal

Based on their previous work on Morris-Turnberry’s 2016 Asset Management Plan and their expertise and specialization in the field, staff contacted Public Sector Digest (PSD) to scope a proposal and quote for grant eligible work to assist the municipality in reaching its obligations under O. Reg. 588/17. At the request of PSD, the proposal will be considered in Closed Session under 239(2)(i) of the *Municipal Act* as it contains financial information supplied in confidence to the Municipality which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of Public Sector Digest.

While the PSD proposal does include the preparation and submission of the grant by PSD, staff are requesting endorsement of the grant submission regardless of whether or not the PSD proposal is accepted, as the grant funds will still be invaluable in allowing the municipality to reach its obligations.

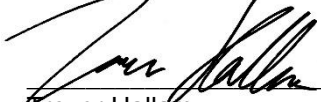
**ATTACHMENTS**

None.

**OTHERS CONSULTED**

Sean Brophy, Treasurer  
Mike Alcock, Director of Public Works

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Trevor Hallam", written over a horizontal line.

Trevor Hallam,  
CAO/Clerk

# MUNICIPALITY OF MORRIS-TURNBERRY

## REPORT TO COUNCIL

**TO:** Mayor and Council  
**PREPARED BY:** Trevor Hallam, CAO/Clerk  
**DATE:** June 21, 2022  
**SUBJECT:** Cross Border Servicing Agreement

---

### **RECOMMENDATION**

That staff be directed to re-engage in discussions with North Huron staff to propose corrections to the agreement executed under North Huron By-Law 49-2022, and to continue discussions on outstanding Council concerns regarding the substance of the agreement, should there be any.

### **BACKGROUND**

On September 5<sup>th</sup> of 2019 an ad hoc committee consisting of members of Council from North Huron and Morris-Turnberry (the Committee) met to discuss the potential structure and terms for a cross border servicing agreement for the provision of water and sanitary sewer services by North Huron to certain properties in Morris-Turnberry.

Currently, Morris-Turnberry customers account for 19 of the 1,559 connections to the North Huron water and sanitary sewer systems. An additional 14 Morris-Turnberry properties are in close enough proximity to existing infrastructure to connect to the system in the future.

On the direction of the Committee staff from both municipalities met to discuss and draft an agreement for consideration. The draft was presented to the Committee on January 16<sup>th</sup>, 2020. Following the presentation, staff continued to meet to discuss outstanding concerns expressed at the meeting.

The Committee met again on March 12<sup>th</sup>, 2020 to discuss the draft agreement and outstanding concerns. There was no consensus on the terms of the agreement, and negotiations continued between Councils through staff.

Negotiations continued primarily through correspondence, and an updated draft with new proposals was issued by North Huron on July 15<sup>th</sup> of 2021. Staff met to discuss the agreement and proposals, and negotiations by Councils regarding certain provisions through staff continued.

The exchanges were productive, and staff from both municipalities continued to refine the agreement in rough draft form with a focus on the substance only. It was verbally agreed that following the establishment of mutually agreeable terms and provisions, a thorough review would be conducted by each party and by legal counsel to address any drafting issues, inconsistencies, or errors, prior to each Council considering executing the agreement under by-law.

While negotiations had been ongoing for some time exchanges were productive and progress was being made towards reaching a mutually acceptable agreement. Only 5 issues remained outstanding in correspondence issued by Morris-Turnberry on September 27<sup>th</sup> of 2021.

On April 21<sup>st</sup>, 2022, the CAO of North Huron delivered a copy of the agreement signed under North Huron by-law 49-2022.

### **COMMENTS**

Following receipt of the agreement in April, staff embarked on a thorough internal review, as well as sending the agreement for legal review. The legal review was scoped to identify any drafting issues only, not to provide legal advice on negotiating positions or substantive issues in the agreement.

In the agreement signed under North Huron by-law 49-2022, four of the five issues identified in the September 27<sup>th</sup> correspondence have been addressed in some way. Corrections, drafting edits and errors identified by Morris-Turnberry staff in previous meetings have not been included or addressed.

Of the issues that were still under discussion, only that of the capacity for the highway commercial portion of the former Willis Lands appears to remain outstanding.

Staff are not prepared to recommend that the agreement be signed by Morris-Turnberry Council as it was received. This recommendation is not based on the substance of agreement, but solely on its drafting. There are numerous drafting errors and inconsistencies, and vague language is used throughout, leaving too much room for interpretation by those who may be working under the agreement in the future. As explained above, these issues were meant to be addressed



through an editing and review stage which did not take place. Staff did not have the opportunity to ensure such a review took place, as no notice was given of North Huron Council's intention to finalize the agreement in its current form.

Drafting concerns aside, Council should consider whether the substantive terms of the agreement as received are acceptable.

Options available to council include, but are not limited to:

1. Accept the agreement as provided by North Huron Council under by-law 49-2022 and direct staff to return a by-law authorizing its execution to the next meeting of Council.
2. Accept the substance of the agreement and direct staff to re-engage North Huron staff to propose corrections to drafting errors identified through staff and legal review, and to return a by-law authorizing the execution of a corrected version of the agreement to a future of meeting;
3. Direct staff to re-engage North Huron staff to propose corrections to drafting errors identified through staff and legal review, and to continue discussions on outstanding Council concerns regarding the substance of the agreement.

Staff recommend option 2 or 3, depending on the position of Council with regard to the substantive terms of the agreement.

Included with this report is a copy of the letter that accompanied the by-law and agreement when it was delivered to staff, a copy of the by-law and agreement as received, a copy of the memo received from legal counsel following their review of the agreement, and a clause-by-clause analysis that incorporates staff comments and legal comments into the body of the agreement for ease of reference.

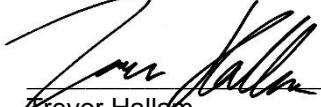
#### **ATTACHMENTS**

1. Correspondence received with the delivery of North Huron by-law 49-2022
2. North Huron by-law 49-2022
3. Legal Review of North Huron by-law 49-2022
4. Clause by clause review of North Huron by-law 49-2022 including staff and legal comments
5. Timeline summary of negotiations

#### **OTHERS CONSULTED**

Sean Brophy, Treasurer  
Michael Van Bodegom, Lawyer, Duncan Linton LLP

Respectfully submitted,

  
Trevor Hallam,  
CAO/Clerk



April 21, 2022

Mayor Heffer and Morris-Turnberry Council  
c/o Trevor Hallam, CAO/Clerk  
Municipality of Morris-Turnberry  
P.O. Box 310  
41342 Morris Road  
Brussels, ON N0G 1H0

Hand delivered

Dear Mayor Heffer and Morris-Turnberry Council,

**Re: Cross Border Agreement-Final**

---

Over the last 3 years, North Huron and Morris-Turnberry have been in negotiations regarding a new Cross Border Servicing Agreement. At the request of Morris-Turnberry, the scope of these discussions have been limited to North Huron providing water and sewer services to Morris-Turnberry properties. Through a series of meetings and closed session discussions held by North Huron and Morris-Turnberry Councils, respectively, a new Cross Border Servicing Agreement was developed. The agreement was developed on principles presented by both municipalities.

At the start of this year there was one outstanding issue to be resolved. The issue involved the front portion of the former Willis Farm Lands (located in Morris-Turnberry). North Huron Council discussed the issue in closed session. At the conclusion of the discussion staff were directed to: (1) include the Willis Farm Lands as part of the agreement; (2) forward the agreement to the Township's solicitor for review, and (3) present the agreement and a by-law authorizing the Reeve and Clerk to sign the agreement at a future open session Council meeting.

With respect to the Willis Farm lands, the attached agreement requires North Huron to reserve 10 cubic metres of water and sanitary services, respectively, for Highway Commercial uses. This reserve capacity is specific to the Willis Farm lands and exempt from the \$50,000 penalty fee. The Willis Farm clause has also been amended to state that non-Highway Commercial development on these lands is included as part of the capacity limit in Clause 1. The capacity limit in Clause 1 was provided by Morris-Turnberry.

The agreement and by-law were presented for Council's consideration at their April 19, 2022. After some discussion, the following motion was passed:

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0  
Phone: 519-357-3550 Fax: 519-357-1110

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

**M172/22**

**MOVED BY:** A. van Hittersum

**SECONDED BY:** T. Seip

*THAT the Council of the Township of North Huron hereby receives the report prepared by the CAO, dated April 19, 2022 regarding a new Cross Border Servicing Agreement with the Municipality of Morris-Turnberry for information purposes;*

*AND FURTHER, THAT Council adopts By-law No. 49-2022, being a By-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry for the supply of water and sewer services to owners or occupants of land beyond the boundary limits of the Township of North Huron;*

*AND FURTHER, THAT Council directs staff to present the signed Cross Border Servicing Agreement to the Municipality of Morris-Turnberry for their consideration;*

*AND FURTHER, THAT Council hereby dissolves the Cross Border Ad Hoc Committee;*

*AND FURTHER, THAT By-law No. 25-2019; being the Committee Appointment By-law, be amended to reflect the dissolving of the Cross Border Ad Hoc Committee.*

For (6): B. Bailey, T. Seip, K. Falconer, R. McBurney, C. Palmer, and A. van Hittersum

Against (1): P. Heffer

**CARRIED (6 to 1)**

If Morris-Turnberry authorizes the signing of the agreement, it will come into effect and force and new connections to North Huron's water and sanitary services will be permitted. If Morris-Turnberry does not sign the agreement, status quo will continue and there will be no new Morris-Turnberry connections to North Huron's services.

In the best interest of Morris-Turnberry property owners and regional economic development, North Huron is hopeful the agreement will be signed. The agreement provides benefits to both municipalities and is considered to be fair.

North Huron looks forward to receiving a fully executed copy of the attached agreement.

Regards,



Dwayne Evans

**The Corporation of the Township of North Huron**

**By-law No. 49-2022**

---

**Being a By-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry for the supply of water and sewer services to owners or occupants of land beyond the boundary limits of the Township of North Huron**

---

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended ("the Act"), permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS pursuant to the provisions of Section 11(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a lower-tier municipality may pass by-laws respecting matters within the sphere of jurisdiction of public utilities;

AND WHEREAS Section 20(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 20(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to provide the matter in accordance with an agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

AND WHEREAS the Corporation of the Township of North Huron currently provides potable water and sanitary sewer services to properties located within the boundaries of the Corporation of the Municipality of Morris-Turnberry;

AND WHEREAS the Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry adopted by By-law No. 41-2017 and amended by By-law No. 99-2018 terminated on the 1<sup>st</sup> day of September, 2019;

AND WHEREAS the Council of the Corporation of the Township of North Huron is agreeable to enter into a new Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry for the supply of water and sewer services to owners or occupants of land beyond the boundary limits of the Township of North Huron;

AND WHEREAS Council deems it expedient to enter into said Agreement;

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

1. That the Reeve and Clerk, are hereby authorized to sign, on behalf of Council, a Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry for the supply of water and sewer services to owners or occupants of land beyond the boundary limits of the Township of North Huron.
2. That a copy of the said Agreement is attached hereto and designated as "Schedule A" to this by-law.
3. That this By-law hereby repeals and replaces By-law No. 44-2017 and By-law No. 99-2018.



4. That this By-law may be cited as the "Cross Border Servicing Agreement By-law."
5. That this By-law shall come into force and takes effect on the day of the final passing thereof.

Read a first and second time this 19<sup>th</sup> day of April, 2022.


Read a third time and passed this 19<sup>th</sup> day of April, 2022.



---

Bernie Bailey, Reeve

CORPORATE SEAL



---

Carson Lamb, Clerk

## CROSS BORDER SERVICING AGREEMENT

THIS AGREEMENT dated this 17<sup>th</sup> day of April, 2022.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**  
(Hereinafter called "Morris-Turnberry")

OF THE FIRST PART

– and –

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**  
(Hereinafter called "North Huron")

OF THE SECOND PART

**WHEREAS** Section 20 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, on any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** Section 20 (2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to provide the matter in accordance with an agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

**AND WHEREAS** North Huron currently provides potable water and sanitary sewer services to properties located in Morris-Turnberry;

**AND WHEREAS** the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services to properties located in Morris-Turnberry by North Huron;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained herein and the sum of two dollars (\$2.00) paid by each of the parties hereto to the other party hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### GENERAL TERMS OF SERVICING

1. North Huron hereby agrees to reserve and allocate to Morris-Turnberry certain capacity of the North Huron water and sanitary sewer system (Wingham and Blyth) in the amount of 50 cubic meters (m<sup>3</sup>) per day for water and 50 cubic meters (m<sup>3</sup>) per day for sanitary sewer. Morris-Turnberry agrees to pay for all of the water and sanitary sewer capacity allocated in this clause. The amount of capacity allocated to Morris-Turnberry in this clause may not be amended prior to December 31, 2041. All other provisions of this Agreement may be amended at any time with the mutual written consent of both parties.
2. Fire suppression requirements of properties located in Morris-Turnberry shall not be included in the capacity allocation as defined by this agreement. Fire suppression connections are subject to the Connection Fee.
3. The parties hereby acknowledge and agree that any properties in Morris-Turnberry not already connected shall only be serviced provided there is sufficient capacity available to Morris-Turnberry within its existing capacity allocation as defined by this agreement.
4. It is the sole responsibility of Morris-Turnberry to apportion the allocated capacity to users within its boundaries as it sees fit and to keep detailed records thereof. North Huron will be provided with a copy of the records maintained by Morris-Turnberry on an annual basis.
5. All potable water and sanitary services to properties within Morris-Turnberry are subject to the terms and conditions of this agreement, now and in the future.

6. The entire North Huron Water and Sanitary System (Wingham and Blyth) shall remain in the ownership of North Huron and all inspections, maintenance, repairs, alterations and replacement of the Services shall be carried out by North Huron or its agents subject to the financial obligations of the parties herein.

### WATER SERVICING

7. The parties agree that additional connections to the North Huron Water System (Wingham or Blyth) are subject to the approval of North Huron's Director of Public Works and Facilities and provided that there is sufficient water capacity allocated to Morris-Turnberry under this agreement to accommodate the connection. North Huron's Director of Public Works and Facilities will not unreasonably withhold approval for new connections unless the connection is not in accordance with this agreement and/or local, provincial and federal regulations and requirements and best practices.
8. Notice of new connections must be provided to North Huron's Director of Public Works and Facilities by Morris-Turnberry as soon as practicable, and must include:
  - (a) the location of the connection;
  - (b) the diameter of the connection;
  - (c) the type of use for the connected property;
  - (d) the capacity allocated to the property; and
  - (e) the connection fee.
9. North Huron shall be responsible for the inspection, maintenance, repairs, replacement and the installation of new infrastructure for the North Huron Water System (Wingham and Blyth) on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the right in the nature of an easement to enter on, over, into and under such lands for such purposes provided that such lands shall be restored to their original condition upon the completion of such work. Costs for said undertakings shall be allocated in accordance with the financial obligations of the parties herein.
10. Additional watermains, outlets, connections and other municipal services to service additional properties within the boundaries of Morris-Turnberry may be constructed at the sole discretion and expense of Morris-Turnberry and may be serviced subject to the terms of this Agreement. Installation of such infrastructure will be the responsibility of North Huron at the request of Morris-Turnberry.
11. North Huron shall ensure that all connected properties have an installed water meter at the expense of Morris-Turnberry.
12. North Huron may conduct periodic watermain leak inspections on the water service infrastructure within Morris-Turnberry's boundaries. If the leak detection levels are of concern to North Huron, North Huron shall initiate a watermain repair program for the water services located on public lands within Morris-Turnberry and water services located within easements in favour of Morris-Turnberry within a reasonable period of time and subject to the financial responsibilities defined by this Agreement. Any dispute between the parties as to the leak detection levels and/or the necessity to undertake a watermain repair program shall be resolved by an independent third-party consulting engineer retained and mutually agreed upon and paid for by the disputing party, and the decision of the third-party consulting engineer shall be binding on the parties.
13. The parties agree that there shall be no new private wells allowed to be cross-connected with the North Huron Water System. 'New' is defined as not being connected with the North Huron Water System as of the date this agreement is signed.
14. The parties agree that water services under this Agreement shall be designed to prevent the backflow of non-potable or contaminated water into the municipal water services. If North Huron's Director of Public Works and Facilities concludes a design does not prevent the backflow and/or guarantee that non-potable or contaminated water will impact the municipal water service, a connection may be withheld by North Huron's Director of Public Works until satisfactory documentation has been provided.

### SANITARY SEWER SERVICING

15. The parties agree that additional connections to the North Huron Sewer System (Wingham and Blyth) are subject to the approval of the North Huron's Director of Public Works and Facilities and provided there is sufficient sanitary capacity allocated to Morris-Turnberry under this agreement to accommodate the connection. North Huron's Director of Public Works and Facilities will not unreasonably withhold new connections unless the connection is not in accordance with this agreement, local, provincial and federal regulations and requirements and best practices.
16. Notice of new connections must be provided to North Huron's Director of Public Works by Morris-Turnberry as soon as practicable, and must include:
  - (a) the location of the connection;
  - (b) the diameter of the connection;
  - (c) the type of use for the connected property;
  - (d) the capacity allocated to the property; and
  - (e) the connection fee.
17. North Huron shall be responsible for the inspection, maintenance, repairs, replacement and the installation of new infrastructure for the North Huron Sewer System on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the right in the nature of an easement to enter on, over, into and under such lands for such purposes provided that such lands shall be restored to their original condition upon the completion of such work. Costs for said undertakings shall be allocated in accordance with the financial obligations of the parties herein.
18. Additional sewer mains, outlets, connections and other municipal services to service additional properties within the boundaries of Morris-Turnberry may be constructed at the sole discretion and expense of Morris-Turnberry and may be serviced subject to the terms of this Agreement. Installation of such infrastructure will be the responsibility of North Huron at the request of Morris-Turnberry.
19. North Huron may also conduct periodic sanitary sewer inspections and maintenance on infrastructure within Morris-Turnberry's boundaries by flushing the sanitary sewer main to remove any build-up and conduct Closed Circuit Camera Videos (CCTV) inspections to check lateral services and mains. If the inspection identifies concern to North Huron, North Huron shall initiate a sanitary sewer repair for the sanitary sewer services located on public lands within Morris-Turnberry and sanitary sewer services located within easements in favour of Morris-Turnberry within a reasonable period of time and subject to the financial responsibilities defined by this Agreement. Any dispute between the parties as to the necessity to undertake a sanitary sewer repair shall be resolved by an independent third-party consulting engineer retained and mutually agreed upon and paid for by the disputing party, and the decision of the third-party consulting engineer shall be binding on the parties.
20. The parties agree that sanitary sewer services shall be designed and installed to strictly prohibit the connection of foundation drains, roof leaders and any other surface or ground waters from entering the sanitary sewer services. North Huron reserves the right to conduct periodic testing and measurements in respect to capacity of sewage at the cost to North Huron, on properties as desired by the North Huron.

#### **MacGowan Nursing Homes**

North Huron and Morris-Turnberry agree and acknowledge a signed agreement between the former Town of Wingham, the former Township of Turnberry and MacGowan Nursing Homes on June 3, 1991. Morris-Turnberry agrees to collect and remit bi-monthly to North Huron the out-of-town rate equivalent of twenty five homes residential sewage rate for MacGowan Nursing Homes and the parties agree the capacity assigned as part of the June 3, 1991 agreement is not part of the sewer capacity allocated to Morris-Turnberry properties. North Huron agrees to invoice MacGowan Nursing Homes directly for the repair and/or maintenance of the sanitary sewer pipes and the connection thereto, as outlined in the agreement. The parties also agree that the MacGowan Nursing Home property is included as part of the weighted value assessment for the purposes of the infrastructure provisions of this agreement.



### **Willis Farm Development**

21. North Huron and Morris-Turnberry agree and acknowledge a signed agreement between the Township of North Huron and the Municipality of Morris-Turnberry on October 17<sup>th</sup> 2005. North Huron agrees to reserve 10 cubic metres per day of water and 10 cubic metres per day for sanitary services for Highway Commercial development on the Willis Farm lands. This reserve capacity is limited for Highway Commercial development only and is exempt from the penalty fee provisions in Clause 45. Any and all non-highway commercial development of the Willis Farm lands is included as part of the capacity limit allocated in Clause 1 and subject to the terms and conditions of this agreement.

### **Wescast Facility on Highway 86**

22. In consultation with Wescast, Morris-Turnberry has requested 1 cubic metre of water services and 1 cubic metre of sanitary services be allocated to the Wescast Facility within its boundaries. This capacity allocation has been incorporated into the capacity allocation in Clause 1 of this agreement. The terms and conditions of this agreement apply.

### **Hutton Heights**

23. At its sole expense, North Huron is extending water and sanitary services south along Highway 4 for future growth. These new services border the Municipality of Morris-Turnberry and have the potential to service Morris-Turnberry properties. Morris-Turnberry agrees to contribute towards the total capital cost of this project at the time of connection. The contribution will be a percentage of total cost of the project, subject to a yearly CPI, based on the percentage of the total potential land area in Morris Turnberry that is going to be serviced by this infrastructure. All other terms and conditions of this agreement apply.

### **FINANCIAL**

24. The Council of North Huron shall set the water and sanitary sewer service rates for all users of the North Huron Water and Sanitary Sewer Systems (Wingham and Blyth). North Huron shall have the authority to amend the rates from time to time, in its sole discretion.
25. North Huron agrees to read and provide meter readings to Morris-Turnberry. North Huron will maintain all water meters and all related water supply facilities constructed to serve connected properties in Morris-Turnberry. Expenses associated with the reading of water meters shall be deemed to be accounted for in the fees paid by Morris-Turnberry to North Huron for its capacity allocation. Expenses associated with the maintenance and repair of meters shall be borne entirely by Morris-Turnberry.
26. North Huron shall invoice Morris-Turnberry quarterly in an amount equal to one and a half times the applicable metered rate (water) and flat rate (sanitary sewers) for all users of the respective Wingham or Blyth water and sanitary sewer systems for the entirety of the allocated capacity set in Clause 1 at the time of billing.
27. In the event that Morris-Turnberry exceeds its allocated capacity for either water or sanitary sewer service through excessive use for any billing cycle, North-Huron shall first charge Morris-Turnberry for the amount described in Clause 1 of this schedule as standard, then additionally for the use in excess of the allocated capacity at a rate of 3.0 times the applicable North Huron metered rate. Morris-Turnberry shall pay to North Huron, within thirty (30) days of receipt of an invoice from North Huron, the full amount of the outstanding service rates owing for the applicable period regardless of whether or not Morris-Turnberry has been able to collect the proportionate share from the end-user. Any delay in payment shall result in penalty charges and interest accruing consistent with North Huron's standard practice for overdue utility accounts.
28. Morris-Turnberry shall, in its sole discretion, determine how to fund the costs associated with the services under this agreement.
29. Morris-Turnberry shall establish a repair and replacement cost reserve in the annual budget for the portions of the North Huron Water System (Wingham and Blyth) within its boundaries. Morris-Turnberry shall have the authority to amend the replacement cost reserve from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

30. Morris-Turnberry shall be responsible for 100% of costs associated with the repair or replacement of infrastructure located entirely within its boundaries.
31. The financial responsibility of Morris-Turnberry outlined above shall not be construed to mean that Morris-Turnberry assumes any responsibility not explicitly described herein, now and in the future.
32. The cost to install services shall be based on the actual cost to install the service to the property line of the property to be connected. The Installation Charge outlined in Schedule 'A' shall be recoverable from Morris-Turnberry by North Huron in the same manner as the water and sanitary sewer service rates.
33. The Water or Sanitary Sewer Connection Fee, as established by North Huron, will be collected and retained by North Huron and shall be used to establish a Morris-Turnberry Minor Repair reserve account for minor repairs (under \$100,000.00) to infrastructure such as, but not limited to, watermains, sewer mains, outlets, siphons, and connections that service Morris-Turnberry end users. At the discretion of North Huron's Director of Public Works and Facilities, the Morris-Turnberry Minor Repair reserve fund may also be used for minor repairs to other centralized infrastructure connected thereto. Minor repair costs to infrastructure that service Morris-Turnberry end users only will be funded entirely from the Morris-Turnberry Minor Repair reserve fund. Minor repairs to infrastructure that service both Morris-Turnberry and North Huron end users shall be divided between Morris-Turnberry and North Huron in amounts equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. In the event there are insufficient funds in the Morris-Turnberry Minor Repair reserve fund to cover Morris-Turnberry's allocated portion of minor repairs as per this clause, Morris-Turnberry agrees to reimburse North Huron the shortfall in accordance with the financial terms of this agreement.
34. Costs for major repairs or replacement (in excess of \$100,000.00) to parts of the North Huron water or sanitary sewer system (Wingham or Blyth) that directly affect the system's ability to service Morris-Turnberry properties shall be divided between Morris-Turnberry and North Huron in amounts equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. The total final cost of the project shall be divided according to these percentages.
35. Where repair or replacement is required for water or sanitary sewer mains, outlets, connections and other infrastructure parallel and in close proximity to a boundary line between Morris-Turnberry and North Huron, and servicing properties in both North Huron and Morris-Turnberry, the costs shall be allocated equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. Final costs for work described in this section shall be allocated according to these percentages.
36. Where work described in section 35 of this agreement is required and both parties agree to a direct replacement to North Huron's standards, or both parties agree to an upgrade or improvement beyond what is required to meet North Huron's standards, the costs shall be divided according to Clause 35. Where an upgrade or improvement beyond what is required to meet North Huron's standards is requested, the cost of the direct replacement shall be divided according to Clause 35. The additional cost of the upgrade or improvement shall be borne entirely by the requesting party.

#### **FIRE HYDRANTS**

37. Where a fire hydrant is connected to the North Huron water system but is located within the boundaries of Morris-Turnberry, Morris-Turnberry shall pay a maintenance/fire protection fee of \$400.00 per hydrant annually. Where a fire hydrant is connected to the North Huron water system and is located in close proximity to the border between North Huron and Morris-Turnberry, Morris-Turnberry shall pay a maintenance/fire protection fee of \$200.00 per hydrant annually.
38. Installation costs for new hydrants installed within the boundaries of Morris-Turnberry will be the sole responsibility of Morris-Turnberry.

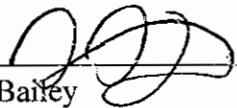
**GENERAL**

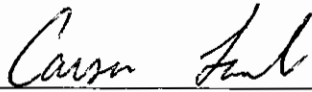
39. Morris-Turnberry shall adopt and enforce a water and sanitary sewer use by-law or by-laws for its portion of the North Huron water system (Wingham and Blyth) that is similar or exceeds the standards to a comparable by-law passed by North Huron for the same purpose. In the event of such by-laws being amended or replaced by North Huron, Morris-Turnberry shall as soon as practicable amend or replace its relevant by-laws to ensure the by-laws remain similar in content. Morris-Turnberry shall provide a copy of its most current relevant by-law to North Huron.
40. Morris-Turnberry shall indemnify and hold harmless North-Huron and its elected officials, officers, employees, servants and agents from and against any and all actions, causes of action, suits, claims, demands and costs of any nature or kind whatsoever arising under or in way related to this Agreement or the Services, unless such costs are due to the negligence or intentional act of North Huron.
41. All disputes relating to this Agreement shall be resolved with the following procedure:
  - (a) The party initiating the dispute shall give written notice to the other party advising of the issue and nature of the dispute;
  - (b) Within ten (10) days of receipt by the other party of the notice, the parties shall meet to resolve the matter;
  - (c) In the event the matter cannot be resolved, the disputing party shall present the names of potential three (3) mediators to the other party for consideration;
  - (d) If the other party is not accepting of any of the three (3) potential mediators presented, the receiving party shall present the names of three (3) mediators to the other party for consideration;
  - (e) If the parties are not able to agree on a mediator, either party may apply to a Justice of the Superior Court of Ontario to appoint a mediator;
  - (f) When a mediator is agreed upon, both parties shall sign a mediation agreement. The agreement shall include details such as: the issues subject to mediation, the name of the mediator, when mediation meetings will take place, what documents will be shared, how the mediator costs will be allocated and how the process will be concluded if the issues cannot be resolved. The mediator costs shall be principled on each party being responsible for their own expenses and the costs for the mediator (e.g. wages, travel, accommodation etc.) are divided equally;
  - (g) If the parties are unable to resolve the dispute with the assistance of a mediator, then the parties will proceed by arbitration pursuant to the provisions of the Arbitration Act of Ontario.
42. This Agreement shall come into effect at the time both parties have signed and shall remain in effect until December 31, 2041. If either party wishes to terminate the Agreement, that party will provide written notice to the other party one (1) year in advance. In such situation, the Agreement will terminate on a date that is twelve (12) months after the date on which written notice is received. This Agreement may be renewed for successive periods of ten (10) years each by agreement of the parties. .
43. In the event either party wishes to adjust the capacity allocation in Clause 1, written notice must be provided to the other party under this Agreement and accompanied with a \$50,000 payment. If the request does not result in a capacity allocation adjustment to Clause 1, the \$50,000 payment will be refunded. Any funds received under this provision shall be held in a reserve account by the collecting municipality and allocated towards that municipality's percentage of future repair and maintenance costs. When these funds are used is at the discretion of the collecting municipality and any funds held in reserves for this purpose are not deducted or considered when repair and maintenance costs are allocated to the respective parties.

44. In the event either party wishes to adjust the terms and conditions of this agreement with the exception of Clause 1, they must notify the other party in writing one year in advance and both parties must mutually agree to discuss amending the terms and conditions.
45. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered by facsimile to the parties at the addresses as follows:
- (a) To Morris-Turnberry:
- The Corporation of the Municipality of Morris-Turnberry  
41342 Morris Road  
PO Box 310  
Brussels ON N0G 1H0  
Attn: CAO/Clerk
- (b) To North Huron:
- The Corporation of the Township of North Huron  
PO Box 90  
274 Josephine Street  
Wingham ON N0G 2W0  
Attn: CAO/Deputy Clerk
46. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
47. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may also be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes. Any party delivering this Agreement by facsimile or pdf shall forthwith deliver originally executed copies to the other party hereto.

**IN WITNESS WHEREOF** this Agreement has been executed by the proper signing officers of the parties, who have been duly authorized in that regard.

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH HURON**

  
\_\_\_\_\_  
Bernie Baifey  
Reeve

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

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

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

\_\_\_\_\_  
Trevor Hallam  
CAO/Clerk



## SCHEDULE "A"

### CROSS-BORDER SERVICING RATES

**1. Water Rate**

The rate for the provision of water service to users in Morris-Turnberry is established at one and a half times the applicable North Huron metered rate, as established in the annual budget prepared by North Huron. Morris-Turnberry shall be charged for their total allocation of water in cubic meters (m<sup>3</sup>) on a quarterly basis, as if for consumption.

**2. Sanitary Sewer Rate**

The rate for the provision of sanitary sewer service to users in Morris-Turnberry is established at one and a half times the applicable North Huron flat rate, as established in the annual Fees and Charges By-law adopted by North Huron. Morris-Turnberry shall be charged for their total sanitary sewer allocation at one and a half times the established flat rate on a quarterly basis, as if for use.

**3. Excessive consumption or use**

In the event that Morris-Turnberry exceeds its allocated capacity for either water or sanitary sewer service through excessive use for any billing cycle, North-Huron shall first charge Morris-Turnberry for the amount described in section 1 of this schedule as standard, then additionally for the use in excess of the allocated capacity at a rate of 3.0 times the applicable North Huron metered rate.

**4. Exemption**

Excessive consumption or use fees will not be charged to Morris-Turnberry by North Huron if the excess is attributed to consumption for the purpose fire suppression, other emergencies or deficiencies in the integrity of the system and its components owned by North Huron.

**5. Water Connection Fee**

There is a one-time charge (the "Water Connection Fee") per cubic meter (m<sup>3</sup>) of capacity established by North Huron to connect to the water system that will be placed in the respective North Huron Water System (Wingham or Blyth) reserves to be used for Morris-Turnberry properties only. The Water Connection Fee Reserves may also be used for minor repairs to other centralized infrastructure connected thereto. Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Water Connection Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

**6. Sewer Connection Fee**

There is a one-time charge (the "Sanitary Connection Fee") per cubic meter (m<sup>3</sup>) of capacity established by North Huron to connect to the sanitary sewer system that will be placed in the North Huron Sanitary Sewer System reserves to be used for North Huron water or sanitary system infrastructure that services Morris-Turnberry properties only. The Sewer Connection Fee Reserves may also be used for minor repairs to other centralized infrastructure connected thereto. Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Sewer Connection Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

**7. Installation Charge:**

The Installation Charge shall be the actual costs of material and labour to install the service to the property line and shall be borne by the customer.

**8. Other Charges:**

Where a fee or charge is not prescribed by this agreement, it shall be levied in accordance with the current North Huron fees and charges by-law.



**SECTION 3**

The words, “not already connected,” are vague—not already connected as of when? If it is meant to be as of the date of the Agreement, then this section should be revised as follows: “not already connected as of the date of this Agreement.”

The words, “defined by this agreement,” should be replaced with: “defined by set out in this agreement and as amended from time to time.”

**SECTION 4**

This section states that Morris-Turnberry will be solely responsible for allocating capacities to users within its boundaries. However, section 22 of the Agreement proceeds to allocate an agreed upon capacity for the Westcast Facility. Section 4 of the Agreement should start with, “Subject to section 22 of this Agreement...” (assuming this is, in fact, what was intended).

**SECTION 5**

This section should be revised as follows: “All The provision of potable water and sanitary services to properties within Morris-Turnberry are shall be subject to the terms and conditions of this agreement, now and in the future.”

**SECTION 6 (and Sections 7, 9, 13, 15 & 17)**

“North Huron Water and Sanitary System (Wingham and Blyth)” is not a defined term in the Agreement and is used inconsistently throughout the Agreement as follows:

Section	Term Used
6	North Huron Water and Sanitary System (Wingham and Blyth)
7 and 9	North Huron Water System (Wingham and Blyth)
13	North Huron Water System
15	North Huron Sewer System (Wingham and Blyth)
17	North Huron Sewer System

If all of these terms are meant to refer to the same thing, one defined term should be used consistently. If they are meant to refer to different things, each term should be defined separately.

In addition, section 6 capitalizes the word, “Services”, but it is not a defined term within the Agreement.

### SECTION 7 (and Section 15)

The words, “and best practices” should likely be deleted as the meaning of those words are vague. The same deletion should be made in section 15 of the Agreement.

### SECTION 8

The words “connection fee” are uncapitalized in this section but are capitalized in section 2 of the Agreement. Are these the same intended terms?

In addition, the method for calculating the connection fee is not established. If it is meant to be calculated pursuant to Schedule “A”, then paragraph (e) should be revised as follows: “the ~~connection fee~~ Water Connection Fee, as calculated in Schedule “A” attached hereto.”

### SECTION 9 (and Section 17)

Section 9 provides for the “inspection, maintenance, repairs, replacement and the installation of new infrastructure” by North Huron. However, this section is silent on several important issues:

1. What process will the parties follow to select the contractors to perform the work?
2. Which party will pay the contractors directly for the work?
3. Which party will be responsible for vacating any construction liens?

In addition, the last sentence is vague and should be deleted, as the parties’ financial obligations are dealt with in section 10 of the Agreement.

These comments also apply to section 17 of the Agreement.

### SECTION 10 (and Section 18)

The words “additional properties” are vague. Do they mean to refer to properties not connected as of the date of the Agreement?

In addition, we recommend that the following sentence be added at the end of section 10: “Morris-Turnberry shall not be responsible or liable for any inadequate installation by any party other than Morris-Turnberry or a contractor hired by Morris-Turnberry on its behalf.”

These comments also apply to section 18 of the Agreement.



#### SECTION 14

This section should specify at whose cost the design work will be done.

#### SECTION 16

The same comments as made to section 8 apply to this section, likely with modifications to refer to the "Sanitary Connection Fee."

#### SECTION 19

The words, "acting reasonably," should be added after, "If the inspection identifies concern to North Huron."

Section 19 provides that any dispute between the parties will be resolved by "an independent third-party consulting engineer retained and mutually agreed upon." However, the Agreement does not provide a process for retaining a third-party engineer if the parties cannot agree on one.

#### MACGOWAN NURSING HOMES

This section is not numbered, which is inconsistent with the formatting of the rest of the Agreement.

The first sentence of the Agreement should be revised as follows: "North Huron and Morris-Turnberry ~~agree and~~ acknowledge the existence of a signed agreement between the former Town of Wingham, the former Township of Turnberry and MacGowan Nursing Homes ~~on~~ dated June 3, 1993."

This section should not include anything that is set out in the other agreement, and this Agreement should only refer to the other agreement to the extent that is needed to coordinate between the two agreements. The Agreement should state which agreement prevails in the event that the terms contained in the two agreements are inconsistent.

#### SECTION 21

Except for the paragraph numbering issue, the same comments as made to the MacGowan Nursing Homes section apply to this section.

In addition, "Highway Commercial development" and "Willis Farm lands" are undefined terms in this Agreement. If these terms are defined in the 2005 agreement, then the following could be added to clarify that: "as these terms are defined in said agreement."

## SECTION 22

“Westcast Facility” should be defined in this Agreement.

In addition, it is unclear what the purpose of last sentence of this section is intended to accomplish. If all of the terms and conditions of the Agreement apply, then the sentence is unnecessary and should be deleted. If only some of the terms and conditions of the Agreement apply, then specify which ones apply.

## SECTION 23

The words, “is extending,” should be replaced with the words, “shall extend”.

The words, “percentage of the total potential land area” are ambiguous and make the calculation of the contribution difficult. How is the “percentage” calculated—is it to be proportionate to the overall servicing capacity? What is “total potential land area” and how is it calculated?

Again, it is unclear what the last sentence of this section is intended to accomplish. If all of the other terms and conditions of the Agreement apply, then this sentence is unnecessary and redundant.

## SECTION 27

This section states that late payments will result in “penalty charges and interest accruing consistent with North Huron’s standard practice for overdue utility accounts.” This is vague—why not simply set out the amounts of the penalty and the interest rate in the Agreement or at least cite the relevant by-law or other documentation?

Also, does the Agreement intend to incorporate North Huron’s current practice, or its practice as it may vary from time to time (over which Morris-Turnberry has no control or input)?

## SECTION 28

The following sentence should be added to section 28: “Morris-Turnberry shall be entitled to collect without deduction, discount, or contribution to North Huron, the full amount of development charges in effect relative to lands within the geographic boundaries of Morris-Turnberry.”

## SECTION 30

The word “geographic” should be added before the word “boundaries.”

### SECTION 34

This section sets out how major repairs will be carried out, but the Agreement fails to set out the parties' roles and responsibilities for tending to emergency repairs.

### SECTION 36

The first sentence of this section states that the cost for an upgrade or improvement will be allocated between the parties in accordance with section 35. However, the last sentence of this section states that the cost shall be borne entirely by the requesting party.

It appears that the intended distinction is whether or not the work is "required" but this standard is likely unworkable in practice, at least without a mechanism in place to make that determination. In any case, more clarity is needed.

### SECTION 37

The words, "in close proximity to the border," are vague. An actual measurement (or some other objective test) should be used instead.

### SECTION 39

We recommend against attempting to bind Morris-Turnberry's (current or future) Council to pass by-laws in the manner proposed under this section 39. Perhaps you could commit to considering by-laws similar to those of North Huron.

### SECTION 40

This section capitalizes the word, "Services," but it is not a defined term within the Agreement.

A similar indemnity as set out in this section is needed from North Huron in favour of Morris-Turnberry.

### SECTION 41

This section sets out a process for resolving disputes arising out of this Agreement that is inconsistent with the process set out in section 19 for disputes over repairs to the sanitary sewer services. Presumably, this section is meant to address all disputes except those classified under section 19, in which case the first sentence of section 41 should be revised as follows: "Subject to Section 19, all disputes relating to this Agreement shall be resolved with the following procedure."

Paragraph (f) has some drafting issues: notwithstanding the prior paragraphs, it only contemplates a mediator agreed upon by the parties; it contemplates a new agreement regarding the process if the issues are not resolved (although the Agreement already provides for that eventuality); and the last sentence tortures the word “principled” into a verb.

In addition, paragraph (g) does not cite the full name of the *Arbitration Act, 1991* or italicize its name.

#### SECTION 42

In keeping with the formatting issues of this Agreement, there are two periods at the end of this section.

A sentence should be added at the end of this section confirming that the installed infrastructure shall vest in Morris-Turnberry (forthwith or, perhaps, upon termination of this Agreement).

#### SECTION 44

This section should be revised as follows: “~~In the event~~ Subject to section 43, if either party wishes to adjust the terms and conditions of this agreement ~~with the exception of Clause 1~~, they it must notify the other party in writing one year in advance and both parties must mutually agree to discuss amending the terms and conditions.”

#### SECTION 45

In a nod to the 21<sup>st</sup> century, you may wish to provide for the delivery of notices by email.

#### ADDITIONAL PROVISIONS

We recommend the insertion of two further sections into this Agreement.

The first relates to incorporating Schedule “A” into the Agreement:

“48. The parties acknowledge and agree that Schedule “A” attached hereto forms part of this agreement.”

The second relates to the parties giving each other further assurances:

“49. The parties agree that at any time and from time to time, they will, on the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and



delivered, all such further acts and assurances as may be required for the better carrying out and performance of all of the terms of this agreement.”

**SCHEDULE “A”**

Section 8 of Schedule “A” specifies that all charges will be levied in accordance with the “current” North Huron fees and charges by-law; but if it is meant to refer to the by-law in effect at the relevant time, then this section make reference to the “then-current” by-law.

**CROSS BORDER SERVICING AGREEMENT**

**THIS AGREEMENT** dated this        day of        , 2022.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY**  
(Hereinafter called "Morris-Turnberry")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**  
(Hereinafter called "North Huron")

OF THE SECOND PART

**WHEREAS** Section 20 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, on any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** Section 20 (2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to provide the matter in accordance with an agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

**AND WHEREAS** North Huron currently provides potable water and sanitary sewer services to properties located in Morris-Turnberry;

**AND WHEREAS** the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services to properties located in Morris-Turnberry by North Huron;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained herein and the sum of two dollars (\$2.00) paid by each of the parties hereto to the other party hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**STAFF COMMENTS:**

The reference in the fourth recital to "municipal services" is too broad, as this agreement only pertains to "water and sanitary sewer services", as cited in the third recital.

**LEGAL COMMENTS:**

The first recital of the Agreement italicizes reference to the *Municipal Act, 2001*, whereas the second recital does not. The manner in which legislation is cited should be done consistently throughout the Agreement. (Theoretically, these sorts of inconsistencies can create the possibility for interpretation that the author intended to refer to two different things, albeit that risk is low in the specific circumstances.)

The third recital refers to "properties located in Morris-Turnberry". This recital is too vague. If North Huron provides water and sanitary sewer to only some of the properties in Morris-Turnberry, then it should be revised as follows: "to some of the properties located ~~in~~ within the geographic boundaries of Morris-Turnberry."

## GENERAL TERMS OF SERVICING

1. North Huron hereby agrees to reserve and allocate to Morris-Turnberry certain capacity of the North Huron water and sanitary sewer system (Wingham and Blyth) in the amount of 50 cubic meters (m<sup>3</sup>) per day for water and 50 cubic meters (m<sup>3</sup>) per day for sanitary sewer. Morris-Turnberry agrees to pay for all of the water and sanitary sewer capacity allocated in this clause. The amount of capacity allocated to Morris-Turnberry in this clause may not be amended prior to December 31, 2041. All other provisions of this Agreement may be amended at any time with the mutual written consent of both parties.

### STAFF COMMENTS:

Capacity has been at issue throughout the negotiation process. Based on discussions with users and estimates of future growth, Morris-Turnberry initially requested 30 cubic meters of capacity in March of 2020. North Huron did not accept. North Huron had previously proposed 160 cubic meters in February of 2020. Morris-Turnberry proposed 45 in August of 2020, and 50 in July of 2021.

Staff had requested clarification on the prohibition of amendment to Clause 1 included here, as it seems to contradict Clause 43 which sets out the process for amending Clause 1. If no amendment is to be permitted before the end of the term of the agreement (December 31, 2041), then why include a process for requesting an amendment.

Only the first sentence of this clause should be retained here. The commitment in the second sentence is a duplication with what is dealt with in Clause 26. The third and fourth sentences are a duplication of what is dealt with in more detail in Clauses 43 and 44.

### LEGAL COMMENTS:

An agreement not to amend makes no sense (by definition, if both parties want to amend the Agreement, a restriction on that joint intention does not advance either party's interest); in any case, it is essentially ineffective, since the Agreement could still be amended irrespective of that prohibition (albeit, some hoops may need to be jumped through). However, that said, given that the parties are public bodies, other persons may rely (to their potential detriment) on this purported restriction. It should be rectified.

2. Fire suppression requirements of properties located in Morris-Turnberry shall not be included in the capacity allocation as defined by this agreement. Fire suppression connections are subject to the Connection Fee.

### STAFF COMMENTS:

This clause remains unchanged from the draft first presented to the Committee in January of 2020.

### LEGAL COMMENTS:

"Connection Fee" is not a defined term within the Agreement. This creates uncertainty as to how the connection fee will be calculated. The process for calculating the Connection Fee should be set out in the Agreement.

3. The parties hereby acknowledge and agree that any properties in Morris-Turnberry not already connected shall only be serviced provided there is sufficient capacity available to Morris-Turnberry within its existing capacity allocation as defined by this agreement.

### STAFF COMMENTS:

This clause remains unchanged from the draft first presented to the Committee in January of 2020.

### LEGAL COMMENTS:

The words, "not already connected," are vague-not already connected as of when? If it is meant to be as of the date of the Agreement, then this section should be revised as follows: "not already connected as of the date of this Agreement."

The words, "defined by this agreement," should be replaced with: "defined by set out in this agreement and as amended from time to time."

- 4. It is the sole responsibility of Morris-Turnberry to apportion the allocated capacity to users within its boundaries as it sees fit and to keep detailed records thereof. North Huron will be provided with a copy of the records maintained by Morris-Turnberry on an annual basis.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed in the June 2021 proposal only to require Morris-Turnberry to provide records annually.

**LEGAL COMMENTS:**

This section states that Morris-Turnberry will be solely responsible for allocating capacities to users within its boundaries. However, section 22 of the Agreement proceeds to allocate an agreed upon capacity for the Westcast Facility. Section 4 of the Agreement should start with, "Subject to section 22 of this Agreement..." (assuming this is, in fact, what was intended).

- 5. All potable water and sanitary services to properties within Morris-Turnberry are subject to the terms and conditions of this agreement, now and in the future.

**STAFF COMMENTS:**

This clause first appeared in the draft proposed by North Huron in June of 2021. It is vague and should stipulate that the agreement applies to properties serviced by North Huron, as Morris-Turnberry has potable water services to properties in Morris-Turnberry that are provided by Huron East, and by Morris-Turnberry that are not subject to the terms and conditions of this agreement.

**LEGAL COMMENTS:**

This section should be revised as follows: "All The provision of potable water and sanitary services to properties within Morris-Turnberry are shall be subject to the terms and conditions of this agreement, ~~now and in the future.~~"

- 6. The entire North Huron Water and Sanitary System (Wingham and Blyth) shall remain in the ownership of North Huron and all inspections, maintenance, repairs, alterations and replacement of the Services shall be carried out by North Huron or its agents subject to the financial obligations of the parties herein.

**STAFF COMMENTS:**

This clause remains unchanged from the draft first presented to the Committee in January of 2020, with the exception of the addition of the Blyth system in the June 2021 proposal.

**LEGAL COMMENTS:**

"North Huron Water and Sanitary System (Wingham and Blyth)" is not a defined term in the Agreement and is used inconsistently throughout the Agreement as follows:

Section	Term Used
6	North Huron Water and Sanitary System (Wingham and Blyth)
7 and 9	North Huron Water System (Wingham and Blyth)
13	North Huron Water System
15	North Huron Sewer System (Wingham and Blyth)
17	North Huron Sewer System

If all of these terms are meant to refer to the same thing, one defined term should be used consistently. If they are meant to refer to different things, each term should be defined separately.

In addition, section 6 capitalizes the word, "Services", but it is not a defined term within the Agreement.

## WATER SERVICING

7. The parties agree that additional connections to the North Huron Water System (Wingham or Blyth) are subject to the approval of North Huron's Director of Public Works and Facilities and provided that there is sufficient water capacity allocated to Morris-Turnberry under this agreement to accommodate the connection. North Huron's Director of Public Works and Facilities will not unreasonably withhold approval for new connections unless the connection is not in accordance with this agreement and/or local, provincial and federal regulations and requirements and best practices.

### STAFF COMMENTS:

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed to stipulate that connections are subject to the approval of the North Huron Director of Public Works, and when a connection may be reasonably withheld.

"Sufficient" capacity is too vague and should be defined in the agreement.

### LEGAL COMMENTS:

The words, "and best practices" should likely be deleted as the meaning of those words are vague. The same deletion should be made in section 15 of the Agreement.

8. Notice of new connections must be provided to North Huron's Director of Public Works and Facilities by Morris-Turnberry as soon as practicable, and must include:
- (a) the location of the connection;
  - (b) the diameter of the connection;
  - (c) the type of use for the connected property;
  - (d) the capacity allocated to the property; and
  - (e) the connection fee.

### STAFF COMMENTS:

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed in the June 2021 proposal to include the connection fee in the list of requirements.

### LEGAL COMMENTS:

The words "connection fee" are uncapitalized in this section but are capitalized in section 2 of the Agreement. Are these the same intended terms?

In addition, the method for calculating the connection fee is not established. If it is meant to be calculated pursuant to Schedule "A", then paragraph (e) should be revised as follows: "~~the connection fee~~ Water Connection Fee, as calculated in Schedule "A" attached hereto."

9. North Huron shall be responsible for the inspection, maintenance, repairs, replacement and the installation of new infrastructure for the North Huron Water System (Wingham and Blyth) on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the right in the nature of an easement to enter on, over, into and under such lands for such purposes provided that such lands shall be restored to their original condition upon the completion of such work. Costs for said undertakings shall be allocated in accordance with the financial obligations of the parties herein.

### STAFF COMMENTS:

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020.

There should be a requirement for North Huron to provide Morris-Turnberry with notice in advance of any such work being undertaken within its geographic boundaries.



**LEGAL COMMENTS:**

Section 9 provides for the "inspection, maintenance, repairs, replacement and the installation of new infrastructure" by North Huron. However, this section is silent on several important issues:

1. What process will the parties follow to select the contractors to perform the work?
2. Which party will pay the contractors directly for the work?
3. Which party will be responsible for vacating any construction liens?

In addition, the last sentence is vague and should be deleted, as the parties' financial obligations are dealt with in section 10 of the Agreement.

These comments also apply to section 17 of the Agreement.

10. Additional watermains, outlets, connections and other municipal services to service additional properties within the boundaries of Morris-Turnberry may be constructed at the sole discretion and expense of Morris-Turnberry and may be serviced subject to the terms of this Agreement. Installation of such infrastructure will be the responsibility of North Huron at the request of Morris-Turnberry.

**STAFF COMMENTS:**

This clause remains unchanged from the draft first presented to the Committee in January of 2020.

**LEGAL COMMENTS:**

The words "additional properties" are vague. Do they mean to refer to properties not connected as of the date of the Agreement?

In addition, we recommend that the following sentence be added at the end of section 10: "Morris-Turnberry shall not be responsible or liable for any inadequate installation by any party other than Morris-Turnberry or a contractor hired by Morris-Turnberry on its behalf."

These comments also apply to section 18 of the Agreement.

11. North Huron shall ensure that all connected properties have an installed water meter at the expense of Morris-Turnberry.

**STAFF COMMENTS:**

This clause remains unchanged from the draft first presented to the Committee in January of 2020.

The sentence should be revised to include that water meters must be functioning.

**LEGAL COMMENTS:**

None.

12. North Huron may conduct periodic watermain leak inspections on the water service infrastructure within Morris-Turnberry's boundaries. If the leak detection levels are of concern to North Huron, North Huron shall initiate a watermain repair program for the water services located on public lands within Morris-Turnberry and water services located within easements in favour of Morris-Turnberry within a reasonable period of time and subject to the financial responsibilities defined by this Agreement. Any dispute between the parties as to the leak detection levels and/or the necessity to undertake a watermain repair program shall be resolved by an independent third-party consulting engineer retained and mutually agreed upon and paid for by the disputing party, and the decision of the third-party consulting engineer shall be binding on the parties.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020.

There should be a requirement included for North Huron to provide Morris-Turnberry with notice in advance of any such work being undertaken within its geographic boundaries.

**LEGAL COMMENTS:**

None.

13. The parties agree that there shall be no new private wells allowed to be cross-connected with the North Huron Water System. 'New' is defined as not being connected with the North Huron Water System as of the date this agreement is signed.

**STAFF COMMENTS:**

The first sentence of this clause remains substantially unchanged from the draft first presented to the Committee in January of 2020, except for the addition of the word "new" in the June 2021 proposal. The second sentence with the clarifying definition also first appeared in that draft. There are a number of terms in this agreement that should be defined in a section dedicated to definitions at the beginning of the agreement, rather than having definitions distributed throughout the agreement.

**LEGAL COMMENTS:**

None.

14. The parties agree that water services under this Agreement shall be designed to prevent the backflow of non-potable or contaminated water into the municipal water services. If North Huron's Director of Public Works and Facilities concludes a design does not prevent the backflow and/or guarantee that non-potable or contaminated water will impact the municipal water service, a connection may be withheld by North Huron's Director of Public Works until satisfactory documentation has been provided.

**STAFF COMMENTS:**

The first sentence of this clause remains unchanged from the draft first presented to the Committee in January of 2020. The second sentence first appeared in the June 2021 proposal.

**LEGAL COMMENTS:**

This section should specify at whose cost the design work will be done.

### **SANITARY SEWER SERVICING**

15. The parties agree that additional connections to the North Huron Sewer System (Wingham and Blyth) are subject to the approval of the North Huron's Director of Public Works and Facilities and provided there is sufficient sanitary capacity allocated to Morris-Turnberry under this agreement to accommodate the connection. North Huron's Director of Public Works and Facilities will not unreasonably withhold new connections unless the connection is not in accordance with this agreement, local, provincial and federal regulations and requirements and best practices.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed to stipulate that connections are subject to the approval of the North Huron Director of Public Works, and when a connection may be reasonably withheld.

**LEGAL COMMENTS:**

The words, "and best practices" should likely be deleted as the meaning of those words are vague.

16. Notice of new connections must be provided to North Huron's Director of Public Works by Morris-Turnberry as soon as practicable, and must include:
- (a) the location of the connection;
  - (b) the diameter of the connection;
  - (c) the type of use for the connected property;
  - (d) the capacity allocated to the property; and
  - (e) the connection fee.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed to include the connection fee in the list of requirements.

**LEGAL COMMENTS:**

The same comments as made to section 8 apply to this section, likely with modifications to refer to the "[Sanitary Connection Fee](#)."

17. North Huron shall be responsible for the inspection, maintenance, repairs, replacement and the installation of new infrastructure for the North Huron Sewer System on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the right in the nature of an easement to enter on, over, into and under such lands for such purposes provided that such lands shall be restored to their original condition upon the completion of such work. Costs for said undertakings shall be allocated in accordance with the financial obligations of the parties herein.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020.

There should be a requirement for North Huron to provide Morris-Turnberry with notice in advance of any such work being undertaken within its geographic boundaries.

**LEGAL COMMENTS:**

Section 9 provides for the "inspection, maintenance, repairs, replacement and the installation of new infrastructure" by North Huron. However, this section is silent on several important issues:

1. What process will the parties follow to select the contractors to perform the work?
2. Which party will pay the contractors directly for the work?
3. Which party will be responsible for vacating any construction liens?

In addition, the last sentence is vague and should be deleted, as the parties' financial obligations are dealt with in section 10 of the Agreement.

18. Additional sewer mains, outlets, connections and other municipal services to service additional properties within the boundaries of Morris-Turnberry may be constructed at the sole discretion and expense of Morris-Turnberry and may be serviced subject to the terms of this Agreement. Installation of such infrastructure will be the responsibility of North Huron at the request of Morris-Turnberry.

**STAFF COMMENTS:**

This clause remains unchanged from the draft first presented to the Committee in January of 2020.

"Sewer mains" should be two words – "sewer mains". This also appears in Clause 33.

**LEGAL COMMENTS:**

The words "additional properties" are vague. Do they mean to refer to properties not connected as of the date of the Agreement?

In addition, we recommend that the following sentence be added at the end of section 10: "Morris-Turnberry shall not be responsible or liable for any inadequate installation by any party other than Morris-Turnberry or a contractor hired by Morris-Turnberry on its behalf."

19. North Huron may also conduct periodic sanitary sewer inspections and maintenance on infrastructure within Morris-Turnberry's boundaries by flushing the sanitary sewer main to remove any build-up and conduct Closed Circuit Camera Videos (CCTV) inspections to check lateral services and mains. If the inspection identifies concern to North Huron, North Huron shall initiate a sanitary sewer repair for the sanitary sewer services located on public lands within Morris-Turnberry and sanitary sewer services located within easements in favour of Morris-Turnberry within a reasonable period of time and subject to the financial responsibilities defined by this Agreement. Any dispute between the parties as to the necessity to undertake a sanitary sewer repair shall be resolved by an independent third-party consulting engineer retained and mutually agreed upon and paid for by the disputing party, and the decision of the third-party consulting engineer shall be binding on the parties.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020.

There should be a requirement for North Huron to provide Morris-Turnberry with notice in advance of any such work being undertaken within its geographic boundaries.

**LEGAL COMMENTS:**

The words, "acting reasonably," should be added after, "If the inspection identifies concern to North Huron."

Section 19 provides that any dispute between the parties will be resolved by "an independent third-party consulting engineer retained and mutually agreed upon." However, the Agreement does not provide a process for retaining a third-party engineer if the parties cannot agree on one.

20. The parties agree that sanitary sewer services shall be designed and installed to strictly prohibit the connection of foundation drains, roof leaders and any other surface or ground waters from entering the sanitary sewer services. North Huron reserves the right to conduct periodic testing and measurements in respect to capacity of sewage at the cost to North Huron, on properties as desired by the North Huron.

**STAFF COMMENTS:**

This clause remains substantially unchanged from the draft first presented to the Committee in January of 2020. It was changed to include the provision for periodic testing in the June 2021 proposal.

**LEGAL COMMENTS:**

None.

**MacGowan Nursing Homes**

North Huron and Morris-Turnberry agree and acknowledge a signed agreement between the former Town of Wingham, the former Township of Turnberry and MacGowan Nursing Homes on June 3, 1991. Morris-Turnberry agrees to collect and remit bi-monthly to North Huron the out-of-town rate equivalent of twenty five homes residential sewage rate for MacGowan Nursing Homes and the parties agree the capacity assigned as part of the June 3, 1991 agreement is not part of the sewer capacity allocated to Morris-Turnberry properties.

North Huron agrees to invoice MacGowan Nursing Homes directly for the repair and/or maintenance of the sanitary sewer pipes and the connection thereto, as outlined in the agreement. The parties also agree that the MacGowan Nursing Home property is included as part of the weighted value assessment for the purposes of the infrastructure provisions of this agreement.

**STAFF COMMENTS:**

The draft presented to the Committee in January of 2020 included the 25 cubic meters from the 1991 agreement as part of the capacity allocation in Clause 1. Morris-Turnberry Council has maintained the position throughout negotiations that the services to MacGowan's are under a separate agreement between MacGowan's and North Huron and should be excluded from this agreement. Turnberry Township was a signatory to that agreement, but its responsibilities are specifically and explicitly limited to not allowing any other properties to connect to the MacGowan's extension. Turnberry Township had no other obligations or responsibilities under that agreement. The exclusion of the 25 cubic meters of sanitary sewer capacity appeared in the June 2021 proposal, however so did an additional clause stipulating that if MacGowan's water source failed that property would be required to connect to the North Huron system. Morris-Turnberry held the position that it did not have the authority to compel MacGowan's to connect to the system and so could not agree to that. This remained a point of disagreement until it was found to have been removed in the final version received in April 2022.

There should be some reference to the specific property description, or the current business name (Braemar Retirement Centre) as it is no longer MacGowan Nursing Homes.

"...in Clause 1 of this agreement." Should be added to the end of the second sentence.

The end of the third sentence should be revised to specify which agreement is being referred to: "...as outlined in the June 3, 1991, agreement."

**LEGAL COMMENTS:**

This section is not numbered, which is inconsistent with the formatting of the rest of the Agreement.

The first sentence of the Agreement should be revised as follows: "North Huron and Morris-Turnberry ~~agree and~~ acknowledge the existence of a signed agreement between the former Town of Wingham, the former Township of Turnberry and MacGowan Nursing Homes ~~on~~ dated June 3, 1991."

This section should not include anything that is set out in the other agreement, and this Agreement should only refer to the other agreement to the extent that is needed to coordinate between the two agreements. The Agreement should state which agreement prevails in the event that the terms contained in the two agreements are inconsistent.

**Willis Farm Development**

21. North Huron and Morris-Turnberry agree and acknowledge a signed agreement between the Township of North Huron and the Municipality of Morris-Turnberry on October 17<sup>th</sup>, 2005. North Huron agrees to reserve 10 cubic metres per day of water and 10 cubic metres per day for sanitary services for Highway Commercial development on the Willis Farm lands. This reserve capacity is limited for Highway Commercial development only and is exempt from the penalty fee provisions in Clause 45. Any and all non-highway commercial development of the Willis Farm lands is included as part of the capacity limit allocated in Clause 1 and subject to the terms and conditions of this agreement.



**STAFF COMMENTS:**

The draft presented to the Committee in January of 2020 acknowledged the existing annexation compensation agreement reserving capacity for the Willis Lands. There was no reference to capacity. Further drafts stipulated that capacity for those lands were excluded from Clause 1. In February of 2020 North Huron first proposed allocating 10 cubic meters for the Willis Lands and that it be included in Clause 1. Council has held the position throughout negotiations that sufficient capacity is guaranteed to be reserved for these lands and its quantity is undefined under the annexation compensation agreement. Reserving the capacity was intended to be compensation for the transfer of 110 acres of residentially developable land. As such, allocating 10 cubic meters of capacity to those lands is equivalent to valuing the 110 acres at the value of 10 cubic meters of capacity, which is likely a low valuation. Until the property is developed there cannot be a reliable estimate of the amount of capacity required.

While this clause stipulates that the 10 cubic meters for highway commercial development on this property is exempt from the penalty fee in "Clause 45", but does not explicitly state that the 10 cubic meters is in addition to the amount described by Clause 1. Furthermore, the "penalty fee" provisions referred to are in Clause 43, not 45 so the reference needs to be corrected.

Clauses 21 and 22 use the British spelling of "metre" while the American spelling of "meter" is used elsewhere in the agreement. Either are acceptable but use should be consistent throughout.

**LEGAL COMMENTS:**

Except for the paragraph numbering issue, the same comments as made to the MacGowan Nursing Homes section apply to this section.

In addition, "Highway Commercial development" and "Willis Farm lands" are undefined terms in this Agreement. If these terms are defined in the 2005 agreement, then the following could be added to clarify that: "as these terms are defined in said agreement."

**Wescast Facility on Highway 86**

22. In consultation with Wescast, Morris-Turnberry has requested 1 cubic metre of water services and 1 cubic metre of sanitary services be allocated to the Wescast Facility within its boundaries. This capacity allocation has been incorporated into the capacity allocation in Clause 1 of this agreement. The terms and conditions of this agreement apply.

**STAFF COMMENTS:**

Staff had previously pointed out that this section conflicts with section 4 and had asked for its removal. This could preclude Morris-Turnberry from assigning more than 1 cubic meter of capacity to this property, even if there was sufficient capacity in its allocation.

**LEGAL COMMENTS:**

"Westcast Facility" should be defined in this Agreement.

In addition, it is unclear what the purpose of last sentence of this section is intended to accomplish. If all of the terms and conditions of the Agreement apply, then the sentence is unnecessary and should be deleted. If only some of the terms and conditions of the Agreement apply, then specify which ones apply.

**Hutton Heights**

23. At its sole expense, North Huron is extending water and sanitary services south along Highway 4 for future growth. These new services border the Municipality of Morris-Turnberry and have the potential to service Morris-Turnberry properties. Morris-Turnberry agrees to contribute towards the total capital cost of this project at the time of connection. The contribution will be a percentage of total cost of the project, subject to a yearly CPI, based on the percentage of the total potential land area in Morris Turnberry that is going to be serviced by this infrastructure. All other terms and conditions of this agreement apply.

**STAFF COMMENTS:**

While acceptable in principle, this clause is inadequate in its description of how the calculation and future hook up fees will be calculated. Council had previously requested that an appendix to the agreement be included that provided more detail on the lands in question how CPI would be determined and how the connection cost calculation would be made. North Huron did not agree to such an appendix. This clause must be made more clear to avoid issues and the potential for conflicting interpretations in the future.

“Serviced by” in the second last sentence should be replaced with “Connected to”.

**LEGAL COMMENTS:**

The words, "is extending," should be replaced with the words, "shall extend".

The words, "percentage of the total potential land area" are ambiguous and make the calculation of the contribution difficult. How is the "percentage" calculated - is it to be proportionate to the overall servicing capacity? What is "total potential land area" and how is it calculated?

Again, it is unclear what the last sentence of this section is intended to accomplish. If all of the other terms and conditions of the Agreement apply, then this sentence is unnecessary and redundant.

**FINANCIAL**

24. The Council of North Huron shall set the water and sanitary sewer service rates for all users of the North Huron Water and Sanitary Sewer Systems (Wingham and Blyth). North Huron shall have the authority to amend the rates from time to time, in its sole discretion.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

25. North Huron agrees to read and provide meter readings to Morris-Turnberry. North Huron will maintain all water meters and all related water supply facilities constructed to serve connected properties in Morris-Turnberry. Expenses associated with the reading of water meters shall be deemed to be accounted for in the fees paid by Morris-Turnberry to North Huron for its capacity allocation. Expenses associated with the maintenance and repair of meters shall be borne entirely by Morris-Turnberry.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

26. North Huron shall invoice Morris-Turnberry quarterly in an amount equal to one and a half times the applicable metered rate (water) and flat rate (sanitary sewers) for all users of the respective Wingham or Blyth water and sanitary sewer systems for the entirety of the allocated capacity set in Clause 1 at the time of billing.

**STAFF COMMENTS:**

In the draft first presented to the committee the rate was equal to the metered rate. This was increased to 1.5 times the metered rate in the June 2021 proposal, which was later accepted by Morris-Turnberry Council.

The words “for all users of the respective Wingham or Blyth water and sanitary sewer systems” should be removed from this sentence as they are unnecessary.

**LEGAL COMMENTS:**

None.

27. In the event that Morris-Turnberry exceeds its allocated capacity for either water or sanitary sewer service through excessive use for any billing cycle, North-Huron shall first charge Morris-Turnberry for the amount described in Clause 1 of this schedule as standard, then additionally for the use in excess of the allocated capacity at a rate of 3.0 times the applicable North Huron metered rate. Morris-Turnberry shall pay to North Huron, within thirty (30) days of receipt of an invoice from North Huron, the full amount of the outstanding service rates owing for the applicable period regardless of whether or not Morris-Turnberry has been able to collect the proportionate share from the end-user. Any delay in payment shall result in penalty charges and interest accruing consistent with North Huron's standard practice for overdue utility accounts.

**STAFF COMMENTS:**

The rate for excessive use was 3.0 times the metered rate in the draft first presented to the committee and no concerns were raised by any member of the committee. This was increased to 5.0 times the metered rate in the June 2021 proposal, and was returned back to 3.0 times at the request of Morris-Turnberry Council.

"Schedule" in the first sentence should be replaced with "agreement".

This section should be separated in to two sections, starting at the beginning of the second sentence, as the repayment terms should apply to all payments under this agreement, not just the excessive use charge.

**LEGAL COMMENTS:**

This section states that late payments will result in "penalty charges and interest accruing consistent with North Huron's standard practice for overdue utility accounts." This is vague - why not simply set out the amounts of the penalty and the interest rate in the Agreement or at least cite the relevant by-law or other documentation?

Also, does the Agreement intend to incorporate North Huron's current practice, or its practice as it may vary from time to time (over which Morris-Turnberry has no control or input)?

28. Morris-Turnberry shall, in its sole discretion, determine how to fund the costs associated with the services under this agreement.

**STAFF COMMENTS:**

This is acceptable, however it is in conflict with section 29.

**LEGAL COMMENTS:**

The following sentence should be added to section 28: "Morris-Turnberry shall be entitled to collect without deduction, discount, or contribution to North Huron, the full amount of development charges in effect relative to lands within the geographic boundaries of Morris-Turnberry."

29. Morris-Turnberry shall establish a repair and replacement cost reserve in the annual budget for the portions of the North Huron Water System (Wingham and Blyth) within its boundaries. Morris-Turnberry shall have the authority to amend the replacement cost reserve from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

**STAFF COMMENTS:**

The requirement to establish a reserve is in conflict with Clause 28. During staff discussions it was requested that this be removed due to the conflict and the prescriptive nature of the clause.

**LEGAL COMMENTS:**

The word "geographic" should be added before the word "boundaries."

30. Morris-Turnberry shall be responsible for 100% of costs associated with the repair or replacement of infrastructure located entirely within its boundaries.

**STAFF COMMENTS:**

While unconventional, this was accepted by Council previously.

**LEGAL COMMENTS:**

The word "geographic" should be added before the word "boundaries."

31. The financial responsibility of Morris-Turnberry outlined above shall not be construed to mean that Morris-Turnberry assumes any responsibility not explicitly described herein, now and in the future.

**STAFF COMMENTS:**

Here and elsewhere, it is unclear what the phrase "now and in the future" is meant to achieve, unless the agreement is meant to make the terms that precede the phrase in effect in perpetuity, which is beyond the powers of an agreement such as this. It is unnecessary and should be removed. This concern has been raised by staff during discussions previously.

**LEGAL COMMENTS:**

None.

32. The cost to install services shall be based on the actual cost to install the service to the property line of the property to be connected. The Installation Charge outlined in Schedule 'A' shall be recoverable from Morris-Turnberry by North Huron in the same manner as the water and sanitary sewer service rates.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

33. The Water or Sanitary Sewer Connection Fee, as established by North Huron, will be collected and retained by North Huron and shall be used to establish a Morris-Turnberry Minor Repair reserve account for minor repairs (under \$100,000.00) to infrastructure such as, but not limited to, watermains, sewer mains, outlets, siphons, and connections that service Morris-Turnberry end users. At the discretion of North Huron's Director of Public Works and Facilities, the Morris-Turnberry Minor Repair reserve fund may also be used for minor repairs to other centralized infrastructure connected thereto. Minor repair costs to infrastructure that service Morris-Turnberry end users only will be funded entirely from the Morris-Turnberry Minor Repair reserve fund. Minor repairs to infrastructure that service both Morris-Turnberry and North Huron end users shall be divided between Morris-Turnberry and North Huron in amounts equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. In the event there are insufficient funds in the Morris-Turnberry Minor Repair reserve fund to cover Morris-Turnberry's allocated portion of minor repairs as per this clause, Morris-Turnberry agrees to reimburse North Huron the shortfall in accordance with the financial terms of this agreement.

**STAFF COMMENTS:**

Apportionment of costs was initially divided by percentage of the capacity of the system allocated to each municipality. It was then changed to being at the discretion of the North Huron director of public works, and then to being divided equally, and in July of 2021 Morris-Turnberry requested that all allocations of costs for repairs (minor or major) be calculated using weighted assessment for connected properties.

For the minor repair reserve held by North Huron, details of the status of the reserve, how much has been used and what it has been used on should be available to Morris-Turnberry upon request.

**LEGAL COMMENTS:**

None.

34. Costs for major repairs or replacement (in excess of \$100,000.00) to parts of the North Huron water or sanitary sewer system (Wingham or Blyth) that directly affect the system's ability to service Morris-Turnberry properties shall be divided between Morris-Turnberry and North Huron in amounts equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. The total final cost of the project shall be divided according to these percentages.

**STAFF COMMENTS:**

Apportionment of costs was initially divided by percentage of the capacity of the system allocated to each municipality. IN the June 2021 proposal it was changed to division by weighted assessment of connected properties.

**LEGAL COMMENTS:**

This section sets out how major repairs will be carried out, but the Agreement fails to set out the parties' roles and responsibilities for tending to emergency repairs.

35. Where repair or replacement is required for water or sanitary sewer mains, outlets, connections and other infrastructure parallel and in close proximity to a boundary line between Morris-Turnberry and North Huron, and servicing properties in both North Huron and Morris-Turnberry, the costs shall be allocated equal to the percentage of the weighted assessment value of all properties serviced by the respective Wingham or Blyth system. Final costs for work described in this section shall be allocated according to these percentages.

**STAFF COMMENTS:**

Same as 34. It should be noted that Weighted Assessment should be defined in the agreement. The terms "weighted assessment value", "weighted value assessment", and "weighted assessment" are used inconsistently and seemingly interchangeably, while each does have its own specific and very different meaning. Clarification is needed through definition.

**LEGAL COMMENTS:**

None.

36. Where work described in section 35 of this agreement is required and both parties agree to a direct replacement to North Huron's standards, or both parties agree to an upgrade or improvement beyond what is required to meet North Huron's standards, the costs shall be divided according to Clause 35. Where an upgrade or improvement beyond what is required to meet North Huron's standards is requested, the cost of the direct replacement to shall be divided according to Clause 35. The additional cost of the upgrade or improvement shall be borne entirely by the requesting party.

**STAFF COMMENTS:**

"North Huron's standards" are undefined. Presumably they should be current acceptable standards as determined by a qualified engineer, but this should be clarified either through re-wording or through including a definition. The word "to" should be removed from the second last sentence.

**LEGAL COMMENTS:**

The first sentence of this section states that the cost for an upgrade or improvement will be allocated between the parties in accordance with section 35. However, the last sentence of this section states that the cost shall be borne entirely by the requesting party.

It appears that the intended distinction is whether or not the work is "required" but this standard is likely unworkable in practice, at least without a mechanism in place to make that determination. In any case, more clarity is needed.



## FIRE HYDRANTS

37. Where a fire hydrant is connected to the North Huron water system but is located within the boundaries of Morris-Turnberry, Morris-Turnberry shall pay a maintenance/fire protection fee of \$400.00 per hydrant annually. Where a fire hydrant is connected to the North Huron water system and is located in close proximity to the border between North Huron and Morris-Turnberry, Morris-Turnberry shall pay a maintenance/fire protection fee of \$200.00 per hydrant annually.

**STAFF COMMENTS:**

This is in line with current agreements for fire hydrants. Its is unclear whether both parties are to rescind those by-laws and agreements, or if this agreement is meant to prevail. Clarification is needed.

**LEGAL COMMENTS:**

The words, "in close proximity to the border," are vague. An actual measurement (or some other objective test) should be used instead.

38. Installation costs for new hydrants installed within the boundaries of Morris-Turnberry will be the sole responsibility of Morris-Turnberry.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

## GENERAL

39. Morris-Turnberry shall adopt and enforce a water and sanitary sewer use by-law or by-laws for its portion of the North Huron water system (Wingham and Blyth) that is similar or exceeds the standards to a comparable by-law passed by North Huron for the same purpose. In the event of such by-laws being amended or replaced by North Huron, Morris-Turnberry shall as soon as practicable amend or replace its relevant by-laws to ensure the by-laws remain similar in content. Morris-Turnberry shall provide a copy of its most current relevant by-law to North Huron.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

We recommend against attempting to bind Morris-Turnberry's (current or future) Council to pass by-laws in the manner proposed under this section 39. Perhaps you could commit to considering by-laws similar to those of North Huron.

40. Morris-Turnberry shall indemnify and hold harmless North-Huron and its elected officials, officers, employees, servants and agents from and against any and all actions, causes of action, suits, claims, demands and costs of any nature or kind whatsoever arising under or in way related to this Agreement or the Services, unless such costs are due to the negligence or intentional act of North Huron.

**STAFF COMMENTS:**

Unclear why the indemnity is only one sided.

**LEGAL COMMENTS:**

This section capitalizes the word, "Services," but it is not a defined term within the Agreement.

A similar indemnity as set out in this section is needed from North Huron in favour of Morris-Turnberry.

41. All disputes relating to this Agreement shall be resolved with the following procedure:
- (a) The party initiating the dispute shall give written notice to the other party advising of the issue and nature of the dispute;
  - (b) Within ten (10) days of receipt by the other party of the notice, the parties shall meet to resolve the matter;
  - (c) In the event the matter cannot be resolved, the disputing party shall present the names of potential three (3) mediators to the other party for consideration;
  - (d) If the other party is not accepting of any of the three (3) potential mediators presented, the receiving party shall present the names of three (3) mediators to the other party for consideration;
  - (e) If the parties are not able to agree on a mediator, either party may apply to a Justice of the Superior Court of Ontario to appoint a mediator;
  - (f) When a mediator is agreed upon, both parties shall sign a mediation agreement. The agreement shall include details such as: the issues subject to mediation, the name of the mediator, when mediation meetings will take place, what documents will be shared, how the mediator costs will be allocated and how the process will be concluded if the issues cannot be resolved. The mediator costs shall be principled on each party being responsible for their own expenses and the costs for the mediator (e.g. wages, travel, accommodation etc.) are divided equally;
  - (g) If the parties are unable to resolve the dispute with the assistance of a mediator, then the parties will proceed by arbitration pursuant to the provisions of the Arbitration Act of Ontario.

**STAFF COMMENTS:**

The draft presented to the Committee in January of 2020 included a standard dispute resolution method that invoked the Arbitration Act, as used in other agreements. This was replaced by a process created by North Huron in the June 2021 proposal that would eventually allow for mediation but not arbitration, and would put all costs associated with the process on the disputing party. Morris-Turnberry requested that the costs be borne equally instead. In the final version received in April of 2022, this change had been made, as well as the addition of a final step which would rely on a standard arbitration process should mediation fail.

It is unclear who the "parties" mentioned in the process are. Is it staff? Councils? Heads of Council? Clarification is needed.

**LEGAL COMMENTS:**

This section sets out a process for resolving disputes arising out of this Agreement that is inconsistent with the process set out in section 19 for disputes over repairs to the sanitary sewer services. Presumably, this section is meant to address all disputes except those classified under section 19, in which case the first sentence of section 41 should be revised as follows: "Subject to Section 19, all disputes relating to this Agreement shall be resolved with the following procedure."

Paragraph (f) has some drafting issues: notwithstanding the prior paragraphs, it only contemplates a mediator agreed upon by the parties; it contemplates a new agreement regarding the process if the issues are not resolved (although the Agreement already provides for that eventuality); and the last sentence tortures the word "principled" into a verb.

In addition, paragraph (g) does not cite the full name of the Arbitration Act, 1991 or italicize its name.

42. This Agreement shall come into effect at the time both parties have signed and shall remain in effect until December 31, 2041. If either party wishes to terminate the Agreement, that party will provide written notice to the other party one (1) year in advance. In such situation, the Agreement will terminate on a date that is twelve (12) months after the date on which written notice is received. This Agreement may be renewed for successive periods of ten (10) years each by agreement of the parties. .

**STAFF COMMENTS:**

The draft first presented to the Committee in January of 2020 set out a 10 year term. The increase to a 20 year term first appeared in the draft proposed by North Huron in February of 2020 which also prohibited any amendment to Clause 1 for 10 years. It also sought to backdate the agreement to the 1<sup>st</sup> of January of that year, which Council did not accept.

Including a renewal period of 10 years as seen here would only be necessary if the renewal was automatic. If renewal is by agreement of the parties, that part of this clause will not bind them to a specific renewal period, as they could also mutually agree to amend any such period if it is prescribed in the agreement.

A long term for the agreement may be acceptable if the terms of the agreement are fair and there are reasonable provisions for amendment if required.

**LEGAL COMMENTS:**

In keeping with the formatting issues of this Agreement, there are two periods at the end of this section.

A sentence should be added at the end of this section confirming that the installed infrastructure shall vest in Morris-Turnberry (forthwith or, perhaps, upon termination of this Agreement).

43. In the event either party wishes to adjust the capacity allocation in Clause 1, written notice must be provided to the other party under this Agreement and accompanied with a \$50,000 payment. If the request does not result in a capacity allocation adjustment to Clause 1, the \$50,000 payment will be refunded. Any funds received under this provision shall be held in a reserve account by the collecting municipality and allocated towards that municipality's percentage of future repair and maintenance costs. When these funds are used is at the discretion of the collecting municipality and any funds held in reserves for this purpose are not deducted or considered when repair and maintenance costs are allocated to the respective parties.

**STAFF COMMENTS:**

The reason for including this clause is unclear, as the administrative cost associated with an amendment is unlikely to amount to anywhere close to \$50,000.00. It is unclear how the amount was determined, what its purpose is, or why the added complication to the agreement is justified. This clause first appeared in the June 2021 proposal, and is referred to in Clause 22 as a "penalty fee". Morris-Turnberry requested that it be stipulated that the funds received must be spent to the benefit of the system. North Huron did not initially accept, but that provision does appear in the final version received in April of 2022.

It is unclear if the amendment under this clause can take place at any time, or if it can only take place following the initial 20 year term as Clause 1 currently states. Clarification is needed.

**LEGAL COMMENTS:**

None.

44. In the event either party wishes to adjust the terms and conditions of this agreement with the exception of Clause 1, they must notify the other party in writing one year in advance and both parties must mutually agree to discuss amending the terms and conditions.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

This section should be revised as follows: "~~In the event~~ Subject to section 43, if either party wishes to adjust the terms and conditions of this agreement ~~with the exception of Clause 1, they~~ it must notify the other party in writing one year in advance and both parties must mutually agree to discuss amending the terms and conditions."

45. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered by facsimile to the parties at the addresses as follows:

- (a) To Morris-Turnberry:

The Corporation of the Municipality of Morris-Turnberry  
41342 Morris Road  
PO Box 310  
Brussels ON N0G 1H0  
Attn: CAO/Clerk

- (b) To North Huron:

The Corporation of the Township of North Huron  
PO Box 90  
274 Josephine Street  
Wingham ON N0G 2W0  
Attn: CAO/Deputy Clerk

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

In a nod to the 21st century, you may wish to provide for the delivery of notices by email.

46. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

47. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may also be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes. Any party delivering this Agreement by facsimile or pdf shall forthwith deliver originally executed copies to the other party hereto.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

None.

**IN WITNESS WHEREOF** this Agreement has been executed by the proper signing officers of the parties, who have been duly authorized in that regard.

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH HURON**

---

Bernie Bailey  
*Reeve*

---

Carson Lamb  
*Clerk*

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

---

Jamie Heffer  
*Mayor*

---

Trevor Hallam  
*CAO/Clerk*

**LEGAL COMMENTS:**

**ADDITIONAL PROVISIONS**

We recommend the insertion of two further sections into this Agreement.

The first relates to incorporating Schedule "A" into the Agreement:

"48. The parties acknowledge and agree that Schedule "A" attached hereto forms part of this agreement."

The second relates to the parties giving each other further assurances:

"49. The parties agree that at any time and from time to time, they will, on the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as may be required for the better carrying out and performance of all of the terms of this agreement."



## SCHEDULE "A"

### CROSS-BORDER SERVICING RATES

#### STAFF COMMENTS:

The sections in schedule "A" add little, and in most cases duplicate and paraphrase sections already in the main body of the agreement. This schedule may better serve the agreement as a catalogue of definitions rather than duplicating what is already established.

#### 1. Water Rate

The rate for the provision of water service to users in Morris-Turnberry is established at one and a half times the applicable North Huron metered rate, as established in the annual budget prepared by North Huron. Morris-Turnberry shall be charged for their total allocation of water in cubic meters (m<sup>3</sup>) on a quarterly basis, as if for consumption.

#### STAFF COMMENTS:

This clause is redundant. It is a repetition of what is already established in Clause 26 in the main body of the agreement.

#### LEGAL COMMENTS:

None.

#### 2. Sanitary Sewer Rate

The rate for the provision of sanitary sewer service to users in Morris-Turnberry is established at one and a half times the applicable North Huron flat rate, as established in the annual Fees and Charges By-law adopted by North Huron. Morris-Turnberry shall be charged for their total sanitary sewer allocation at one and a half times the established flat rate on a quarterly basis, as if for use.

#### STAFF COMMENTS:

This clause is redundant. It is a repetition of what is already established in Clause 26 in the main body of the agreement.

#### LEGAL COMMENTS:

None.

#### 3. Excessive consumption or use

In the event that Morris-Turnberry exceeds its allocated capacity for either water or sanitary sewer service through excessive use for any billing cycle, North-Huron shall first charge Morris-Turnberry for the amount described in section 1 of this schedule as standard, then additionally for the use in excess of the allocated capacity at a rate of 3.0 times the applicable North Huron metered rate.

#### STAFF COMMENTS:

This clause is redundant. It is a repetition of what is already established in Clause 27 in the main body of the agreement.

#### LEGAL COMMENTS:

None.

#### 4. Exemption

Excessive consumption or use fees will not be charged to Morris-Turnberry by North Huron if the excess is attributed to consumption for the purpose fire suppression, other emergencies or deficiencies in the integrity of the system and its components owned by North Huron.

**STAFF COMMENTS:**

The logical place for such a clause would be following Clause 27 in the main body of the agreement.

**LEGAL COMMENTS:**

None.

**5. Water Connection Fee**

There is a one-time charge (the “ Water Connection Fee ”) per cubic meter (m<sup>3</sup>) of capacity established by North Huron to connect to the water system that will be placed in the respective North Huron Water System (Wingham or Blyth) reserves to be used for Morris-Turnberry properties only. The Water Connection Fee Reserves may also be used for minor repairs to other centralized infrastructure connected thereto. Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Water Connection Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

**STAFF COMMENTS:**

This clause doesn’t define what the “water connection fee” is, in spite of appearing to have that purpose. Most of the clause is redundant as it is a repetition of what is already established in Clause 33 in the main body of the agreement.

**LEGAL COMMENTS:**

None.

**6. Sewer Connection Fee**

There is a one-time charge (the “Sanitary Connection Fee ”) per cubic meter (m<sup>3</sup>) of capacity established by North Huron to connect to the sanitary sewer system that will be placed in the North Huron Sanitary Sewer System reserves to be used for North Huron water or sanitary system infrastructure that services Morris-Turnberry properties only. The Sewer Connection Fee Reserves may also be used for minor repairs to other centralized infrastructure connected thereto. Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Sewer Connection Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.

**STAFF COMMENTS:**

As above, this clause doesn’t actually define what the “water connection fee” actually is, in spite of appearing to have that purpose. And again, the majority of the clause is redundant as it is a repetition of what is already established in Clause 33 in the main body of the agreement.

**LEGAL COMMENTS:**

None.

**7. Installation Charge:**

The Installation Charge shall be the actual costs of material and labour to install the service to the property line and shall be borne by the customer.

**STAFF COMMENTS:**

This term is only used once in the agreement, but a definition is provided here, while other terms used repeatedly in the agreement go undefined.

**LEGAL COMMENTS:**

None.

**8. Other Charges:**

Where a fee or charge is not prescribed by this agreement, it shall be levied in accordance with the current North Huron fees and charges by-law.

**STAFF COMMENTS:**

None.

**LEGAL COMMENTS:**

Section 8 of Schedule "A" specifies that all charges will be levied in accordance with the "current" North Huron fees and charges by-law; but if it is meant to refer to the by-law in effect at the relevant time, then this section [should] make reference to the "then-current" by-law.

## **Cross Border Negotiation Summary and Timeline**

Morris-Turnberry users currently represent 19 of the total 1559 connections to the Wingham Water System (1.2%). With the infrastructure currently in place, 14 more properties could potentially connect, bringing the total to 33 properties (2.1%). Morris-Turnberry's goal through the negotiation process has been to reach an agreement through which users of the system provide fair compensation to North Huron for the services received.

**July 11, 2019** – CAO/Clerk Trevor Hallam received correspondence from North Huron indicating that the agreement for Cross Border Servicing that was signed in May of 2017 and amended in November of 2018 had come to an end as neither party had given notice of its wish to continue under that agreement. It indicated a desire to negotiate a new agreement and provided the names of members of Council who had been appointed to a Committee that North Huron had struck for the purpose. Morris-Turnberry was instructed to similarly appoint members to the committee.

The termination clause in question reads as follows:

*This Agreement will come into effect on the date that it is signed by the last of the parties and shall terminate on September 1, 2019, unless either party provides notice in writing to the contrary at last one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years.*

The wording of the clause allowed for differing interpretations regarding its intent, and whether the agreement automatically renewed or if notice was required for it to continue to be in effect. Following consultation with the municipality's solicitor, it was decided that entering into negotiations would be more prudent and collegial than arguing the interpretation and seeking a legal ruling on the matter.

**July 22, 2019** – Following consultation with Council, Mr. Hallam issued correspondence to North Huron stating that Morris-Turnberry would seek no substantial amendments to the agreement and asked North Huron to provide proposed amendments in writing, following which a response would be issued by Council.

**August 2, 2019** – Mr. Hallam received correspondence from North Huron reiterating the position that the agreement will end on September 1<sup>st</sup>, as well as the preference for a committee structure. No proposed amendments were provided, and a preference for an entirely new agreement was expressed.

**August 14, 2019** – Following consultation with Council, Mr. Hallam issued correspondence to North Huron indicating which members of Council had been appointed to the Committee. Copies of the Belgrave Cross Border Servicing agreement through which Morris-Turnberry provides water to North Huron properties, and an agreement with Huron East providing sanitary sewer services to Morris-Turnberry were provided as examples of agreements that have served both parties well. Mr. Hallam requested that any such example agreements North Huron would like to put forward for consideration be provided in advance of the meeting. Mr. Hallam proposed Augusts 15<sup>th</sup> and 16<sup>th</sup> as potential meeting dates.

**September 5, 2019** – The Cross Border Agreement Committee consisting of Mayor Heffer, Deputy Mayor Zinn, Councillor Nelemans, Reeve Bailey, Deputy Reeve Seip and Councillor van Hittersum met.

Options for moving forward with the negotiations were discussed and direction was given to staff to formulate the substance of the agreement in draft form which would then be brought back to the committee for consideration, following which the final agreement could be ratified by both Councils. Morris-Turnberry emphasized its wish to negotiate an agreement that focused on fair compensation for water and sanitary sewer services only.

**October 2, 2019** – Mr. Hallam and Mr. Evans met at the North Huron Municipal Office to work on the draft agreement.

**October 3, 2019** – Mr. Hallam and Mr. Evans met at the Morris-Turnberry Municipal Office to work on the draft agreement.

**October 17, 2019** – Mr. Hallam and Mr. Evans met at the North Huron Municipal Office to work on the draft agreement.

**October 30, 2019** – Mr. Hallam and Mr. Evans met at the Morris-Turnberry Municipal Office to work on the draft agreement.

**December 2, 2020** – Mr. Hallam received correspondence stating that North Huron had received a request for a connection from J.E. Hodgins Lumber Ltd for their new building. North Huron stated that with the consent of Council the connection could be permitted under the previous agreement's terms. An official request would be required from Morris-Turnberry.

**December 6, 2020** – Following consultation with Council, Mr. Hallam issued correspondence to North Huron confirming the request for a connection for J.E. Hodgins Lumber Ltd. This property is already connected and has been for many years, and the request was for a second connection to service their new building.

**December 10, 2019** – Mr. Hallam and Mr. Evans met at the North Huron Municipal Office to work on the draft agreement

**December 20** – Mr. Hallam met with engineers from BM Ross and Associates regarding draft capacity numbers that he had been formulating for the new draft agreement.

**January 10, 2020** – Mr. Hallam and Mr. Evans met at the North Huron Municipal Office to work on the draft agreement and the upcoming presentation of the draft to the Committee.

**January 16, 2020** – The Cross Border Agreement Committee met and received a joint presentation from Dwayne Evans and Trevor Hallam on the agreement they had drafted together over a series of meetings over the previous months. Mayor Heffer raised some concerns regarding certain clauses. North Huron members raised no concerns regarding the draft agreement but insisted that Morris-Turnberry produce capacity numbers to complete the agreement, and that the committee meet again once those were ready. No proposed capacity numbers were prepared for the meeting, as the structure of the agreement would determine how those numbers were calculated.

**January 29, 2020** - Mr. Hallam and Mr. Evans met at the Morris-Turnberry Municipal Office to discuss the issues raised by Mayor Heffer at the committee meeting. Compromise was reached on all but one of the items, being the inclusion of the former Willis lands. While servicing for those lands was guaranteed



under an annexation compensation agreement in 2005, North Huron requested to include them in this agreement.

**January 29, 2020, through March 12, 2020** – Using the draft capacity numbers that were reviewed by B.M. Ross and Associates, Mr. Hallam began meeting personally with landowners for whom a change to capacity was recommended by his calculations. This included increases, decreases, and connections that were not in previous agreements. Mr. Hallam presented landowners with two years of data regarding their metered water use (where available), and projected cost estimates based on the structure of the draft agreement and changes to North Huron’s water rates. It was explained that the term of the agreement would be 10 years, and that no guarantee could be given that any changes could be made during that time. Landowners were given the final say in how much capacity was reserved for their property, as the agreement would have them pay for capacity whether it is being used or not. This was determined by Council to be a financial decision that should be made by landowners, not one imposed by the Municipality. The numbers were not finalized and made public until the March 12<sup>th</sup> meeting of the Committee.

**February 3, 2020** – Mr. Hallam provided Mr. Evans with an updated draft including the changes agreed to at their January 29<sup>th</sup> meeting.

**February 6, 2020** – Correspondence was received indicating that the servicing request for J.E. Hodgins Lumber Ltd that had been made on December 6<sup>th</sup> was considered by North Huron Council at their February 3<sup>rd</sup> meeting. North Huron Council passed a motion at that meeting deferring any further connections until an agreement was signed with Morris-Turnberry.

**February 21, 2020** – Mr. Hallam received an email from Mr. Evans acknowledging the updated draft sent on February 3 and expressing frustration at the amount of time Morris-Turnberry was taking to produce capacity numbers. The email contained a proposal to include 160 cubic meters of capacity in the agreement, extend the term of the agreement from 10 years to 20 years, remove the option of amendment to the capacity number by either party by mutual agreement for the first 10 years of the extended term, and backdate the agreement to January 1, 2020. Mr. Evans requested a meeting of the Committee on March 5<sup>th</sup>.

**February 26, 2020** – Following consultation with Council, Mr. Hallam issued correspondence to Mr. Evans explaining that the proposal in his last email was in contradiction with what the committee had agreed upon at the January 16<sup>th</sup> meeting, and that Morris-Turnberry was working diligently to produce accurate and reliable capacity numbers and ensure the fairness of the agreement to users.

**March 12, 2020** - The Cross Border Agreement Committee met. Morris-Turnberry presented proposed capacity numbers of 30 cubic meters each of water and sanitary sewer. North Huron moved to adjourn the meeting. The motion to adjourn failed, and Morris-Turnberry proceeded to provide a detailed explanation of how the numbers were reached and explained why the proposal of 160 cubic meters was in excess of the municipality’s needs. As the structure of the agreement would have Morris-Turnberry users pay for assigned capacity as if for use, careful calculation was required. Morris-Turnberry members expressed a willingness to sign the agreement that the committee had reviewed on January 16<sup>th</sup> with the inclusion of the 30 cubic meter capacity number. The numbers were not accepted, and North Huron members indicated that the compensation terms in the draft agreement were not sufficient. Morris-Turnberry members asked for clarification regarding what would be required in terms of compensation,

noting that the agreement was acceptable until the capacity numbers were presented. Clarification was requested regarding what threshold had not been met. North Huron suggested that other ideas for compensation be considered, including tax sharing or the exchange of land. North Huron Council was to discuss additional compensation and convey those ideas to Morris-Turnberry. Morris-Turnberry members did not view it as their role to produce such offers of this nature for the consideration of North Huron.

**March 17, 2020** – Mr. Hallam received an email from Mr. Evans with notification that North Huron had passed a motion to suspend all Committee and Board meetings until April 5<sup>th</sup> or further notice.

**April 23, 2020** – Following consultation with Council, Mr. Hallam issued correspondence to North Huron asking that they reconsider their decision not to allow J.E. Hodgins Lumber Ltd to connect their new building to services. Emphasis was put on the business' crucial role in the supply chain of the local economy of both municipalities, and the importance of their business in getting development and employment back on track during COVID-19 economic recovery efforts.

**April 27, 2020** – Correspondence was received stating that North Huron has been in contact with the business community and understands the economic consequences, however Council stands by its previous decision to not allow any connections until an agreement is signed. North Huron reiterated its desire to explore tax sharing, land exchanges or other financial arrangements, and that it awaits offers from Morris-Turnberry in that regard.

**April 29, 2020** – Following consultation with Council, Mr. Hallam issued correspondence again providing Morris-Turnberry's position regarding capacity and the previous acceptance of the agreement by the Committee. It stated that Morris-Turnberry had been waiting to receive new proposals from North Huron regarding the tax sharing or land exchange suggested by North Huron at the March meeting. Morris-Turnberry's willingness to sign the agreement presented in March with the provided capacity numbers was reiterated.

**May 14, 2020** – Mr. Hallam and Mr. Evans met electronically to discuss North Huron's proposal for agreement that would follow in writing.

**May 14, 2020** – Correspondence was received providing an explanation of how the proposed capacity number of 160 cubic meters was arrived at. It referenced North Huron's recently adopted strategic plan that focuses on economic development. The letter detailed a proposal for a border adjustment that would see the Morris-Turnberry lands on the south side of Highway 86 from Highway 4 to the east property line of the Wingham Airport, and south along that extent to the Maitland River, become part of North Huron, as had been done with the 110 acres that were given to North Huron by Morris-Turnberry in 2005 which provided the land for the current A2A development (Maitland Estates). The proposal stated that in exchange for this land North Huron would be willing to sign the agreement with Morris-Turnberry's requested 30 meters of capacity. It was requested that Morris-Turnberry Council discuss the proposal at their next meeting.

**May 27, 2020** - Mr. Hallam and Mr. Evans met electronically to discuss current proposals for the agreement.

**May 28, 2020** – Following consultation with Council, Mr. Hallam issued correspondence stating that Morris-Turnberry respectfully declined the proposal put forward by North Huron as it was grossly

disproportionate to the amount of service provided. Morris-Turnberry's capacity needs were reiterated, and errors and inaccurate assumptions in the detailed explanation of North Huron's 160 cubic meter calculation were explained. Morris-Turnberry provided detailed information regarding how the 30 cubic meters was arrived at, including a spreadsheet listing all properties and their capacity needs, and signed letters confirming capacity request from landowners for whom there was a notable change in capacity requirements from the previous agreement. Morris-Turnberry's willingness to sign the agreement presented in January with the capacity numbers provided in March was reiterated.

**June 3, 2020** – Correspondence was received stating that there is little to no benefit to North Huron ratepayers to signing the agreement as it is currently written. It explained that North Huron was holding capacity for Morris-Turnberry lands with no compensation. It listed other items in North Huron's budget which were a benefit to Morris-Turnberry, including daycare, cemetery, arenas, greenspaces, parks, playgrounds and trails. The proposed border adjustment (Morris-Turnberry lands on the south side of Highway 86 from Highway 4 to the east property line of the Wingham Airport, and south along that extent to the Maitland River) was reoffered as a preference for compensating North Huron for these services, and the proposed capacity number was reduced from 160 to 60. North Huron expressed a willingness to surrender the previous agreement's Schedule F which listed compensation for some of these services. Also noted was that there needed to be a publicly identifiable benefit to North Huron through signing the agreement.

**June 15, 2020** – Following consultation with Council, Mr. Hallam issued correspondence stating that Morris-Turnberry remains focused on an agreement that compensates North Huron fairly for water and sanitary sewer services. It explained that Morris-Turnberry had lost faith in the negotiation process, and that while the bulk of the agreement had been drafted, the two parties seemed to only be in disagreement over the amount of capacity required, and the scope and means of compensation. Morris-Turnberry presented 5 options for resolution ranging from mediation to arbitration in different forms and asked North Huron to consider the proposal and express their preference for a method of resolution so the agreement could be finalized.

**June 18, 2020** – Correspondence was received stating that North Huron had put forward two proposals, but that Morris-Turnberry had not shared the reasons for their refusal. An explanation was requested.

**June 30, 2020** – Following consultation with Council, Mr. Hallam issued correspondence that provided an explanation of where the responses to the two proposals could be found in previous correspondence and reiterated those responses. The original letters were included for reference. It reiterated that Morris-Turnberry felt that the two parties seemed to only be in disagreement over the amount of capacity required, and the scope and means of compensation, and asked again that North Huron express its preference for one of the suggested avenues for resolution presented in the June 15<sup>th</sup> letter.

**July 2, 2020** – Correspondence was received stating that North Huron had received a request for a connection for water from the Green family. It stated that Morris-Turnberry had not listed Green's in their May 28<sup>th</sup> correspondence. It reiterated that Council had passed a motion deferring new hook ups until an agreement was signed, and as there is no agreement staff must seek Council's approval for the connection. A written connection request from Morris-Turnberry was requested.

**July 2, 2020** - Mr. Hallam issued correspondence to North Huron requesting a connection for Green's. It asked for understanding in light of the Green's catastrophic loss and change of circumstance.

**July 7, 2020** – Correspondence was received informing Morris-Turnberry that North Huron Council had received and filed the Green’s connection request at their July 6<sup>th</sup> meeting. The connection was not approved.

**July 8, 2020** – Following consultation with Council, Mr. Hallam issued correspondence stating that as no response had been received to its request for North Huron to express their preference for the means of resolution presented in the June 15<sup>th</sup> and June 30<sup>th</sup> correspondence, Morris-Turnberry’s preference is for legal counsel representing each party to be put in contact with each other to work toward reaching agreeable terms. The name of the representative North Huron would like to use was requested.

**July 13, 2020** – Correspondence was received stating that North Huron felt its last offer (June 3) was fair. It expressed dismay at Morris-Turnberry’s wish to “terminate the negotiation process in favour of lawyers”. It stated that North Huron respects Morris-Turnberry’s decision to terminate the negotiation process and will continue existing services and defer new connections until an agreement is reached.

**August 4, 2020** - Following consultation with Council, Mr. Hallam issued correspondence stating that Morris-Turnberry did not wish to termination negotiations, only to expedite the process though engaging an outside mediator. It highlighted that the difference in positions of the two municipalities was ideological, not technical, as North Huron is asking to expand the scope of the agreement beyond fair compensation for water and sanitary sewer services. Council increased the capacity request from 30 to 45 in light of North Huron’s concerns. The offer was made to finalize the agreement with 45 cubic meters and have the agreement considered by the Committee in January, and the request was made that North Huron reconsider its position regarding alternative methods of resolution if that is not acceptable.

**August 18, 2020** – Mr. Hallam followed up with Mr. Evans to inquire if there was a response that could be shared with Council during their meeting that evening. Mr. Evans responded stating that Morris-Turnberry’s latest offer had not been accepted. No further comments were provided. Mr. Hallam responded asking how he and Mr. Evans could move the agreement forward. Mr. Evans responded stating that that was a discussion for Morris-Turnberry Council.

**September 22, 2020** – Mr. Hallam emailed Mr. Evans to propose a conversation by phone to discuss how to move forward.

**September 23, 2020** – Mr. Evans responded by email, stating that North Huron Council had taken the position that there would be no new hook ups until the agreement was finalized. It stated that North Huron recognized the economic benefit to the region by having an agreement in place, and that Morris-Turnberry wishes to benefit but not share the cost proportionately, and North Huron is seeking fair return on its initial and future investments. It went on to say that Morris-Turnberry has reaped benefits of increased taxation from connected properties with little financial responsibility and liability and had established that it was not open to sharing the tax benefit and had stated it was not financially prudent to pay to have capacity available in the future. Mr. Evans stated that North Huron had presented several offers designed to have Morris-Turnberry bearing responsibility for its future growth, and they had been criticized without compromise being offered. It claimed that North Huron residents are bearing all financial responsibility for development of boundary properties in Morris-Turnberry. It then stated that North Huron had expressed interest in acquiring lands on the south side of Highway 86 from Highway for to the airport in exchange for agreeing to sign the agreement with 30 cubic meters of capacity, but

Morris-Turnberry had not accepted the offer. Mr. Evans stated that he did not see the value in meeting without new or additional information, but that North Huron was starting its budget process, and could Mr. Hallam please advise if Morris-Turnberry intends to maintain financial contributions towards other services.

**October 8, 2020** – Following a meeting with representatives from Green's Meat Market and at their request, Mr. Hallam issued a new request under the direction of Council for a connection at the site of the Green's temporary office. Greens had offered the solution of allowing the physical connection of the water line in an already exposed excavation while maintaining the curb stop in the off position. This compromise would allow Greens to backfill the excavation without having to excavate a second time later, while respecting the will of North Huron council to not allow new connections to the system

**October 21, 2020** – Correspondence was received conveying North Huron Council's decision that no physical connection can be made. The letter reiterated various positions of North Huron Council and requested confirmation as to whether Morris-Turnberry would be contributing financially to North Huron's other services.

**October 21, 2020** – Mr. Hallam issued correspondence providing the grant and donation application form and an explanation of the process and asking that an application be submitted if North Huron would like Council to consider any support.

**October 28, 2020** – Correspondence received stating that that North Huron is not a community group and is not undertaking an initiative, and that through an agreement (the expired Cross Border Agreement) Morris-Turnberry provides funds in return for services. It went on to state that there had been a 'gentleman's agreement' to honour the terms of the agreement until a new agreement is reached, and asked when North Huron would be receiving the funds outlined in Schedule F.

**November 10, 2020** - Following consultation with Council, Mr. Hallam issued correspondence stating that the two sides are closer in positions than has been acknowledged for some time, the only points of disagreement at this point being North Huron's proposed 60 cubic meters of capacity where Morris-Turnberry's request is for 45 cubic meters, and North Huron's request for a boundary adjustment to include 775 acres of Morris-Turnberry lands in North Huron, while Morris-Turnberry holds their position that the agreement should be based on establishing a user pay compensation arrangement for water and sewer services only. Mr. Hallam proposed that he and Mr. Evans meet to revisit the draft agreement as staff as directed by the committee initially, to see if any progress could be made. No meeting was granted.

**November 19, 2020** - Following consultation with Council, Mr. Hallam issued correspondence in response to the October 28<sup>th</sup> correspondence stating that Morris-Turnberry will honour the payment of the amounts in Schedule F, with adjustments based on the amount of time facilities were closed and not available to Morris-Turnberry residents due to COVID-19, resulting in a payment of \$83,729.00 to North Huron. It was requested that North Huron follow the grant and donation policy to request funds in future years.

**December 11, 2020** – Correspondence was received expressing North Huron Councils discontent with the prorating of amounts in the former agreement. It reiterated that proposals for a cross border agreement have been issued by North Huron and refused by Morris-Turnberry.



**March 18, 2021** – Correspondence was received in response to the November 10<sup>th</sup> correspondence. The letter reviewed North Huron’s grievances regarding: Morris-Turnberry’s wish to amend the agreement for Chief Building Official Services; the adjustment of the amounts provided by Morris-Turnberry in 2020; the claim that Morris-Turnberry may have voided the expired agreement by adjusting the amounts; that North Huron makes significant investment in economic development in the region; that North Huron staff have been receiving complaints regarding the costs of services from Morris-Turnberry residents; that Morris-Turnberry users have collectively been using 35 to 40 cubic meters of water a day\*; and that certain industrial lots are for sale within the boundaries of Morris-Turnberry and its is unknown how they will be serviced. The invited Morris-Turnberry to attend an all-day meeting of the Cross Border Committee with the goal of reaching a draft agreement by the end of the day.

\*(Capacity numbers quoted had been calculated incorrectly. 35-40 cubic meters of water use per user was for a bi-monthly period, averaging out to approximately 0.6 cubic meters of water per day. The error was later acknowledged by Mr. Evans in an email after the source of the figures had been questioned by Mr. Hallam.)

**April 9, 2021** - Following consultation with Council, Mr. Hallam issued correspondence accepting the proposal of an all-day meeting. It proposed the use of a third-party chair to ensure the meeting is focused and productive. Four individuals were proposed as candidates, and suggestions were invited from North Huron if those suggested were not acceptable.

**May 4, 2021** – Email received from Mr. Evans stating that the agreement was not discussed by North Huron Council, but that a special meeting was proposer for later in the week.

**May 12, 2021** – Email received from Mr. Evans indicating that North Huron remains committed to reaching an agreement and advancing the initial draft with revisions. Confirmation was requested that Morris-Turnberry still wants to work towards an agreement.

**May 14, 2021** – Mr. Hallam responded stating that Morris-Turnberry looks forward to reaching an agreement that fairly compensates North Huron for the water and sanitary sewer services used by Morris-Turnberry residents.

**June 1, 2021** - Mr. Hallam and Mr. Evans met electronically to discuss new proposals from North Huron for the agreement.

**June 3, 2021** – Correspondence received following a special meeting of North Huron Council that presented a revised draft of the cross-border agreement for review and consideration.

**June 16, 2021, to June 18, 2021** – Mr. Hallam emailed Mr. Evans with clarifying questions. Mr. Evans provided responses.

**June 23, 2021** – Mr. Hallam and Mr. Evans met electronically to review questions and amendments to the agreement from Mr. Hallam.

**July 12, 2021** – Mr. Hallam emailed Mr. Evans informing him that Council had held a special meeting to consider the agreement on July 8<sup>th</sup> and requested a meeting to discuss the result.

**July 15, 2021** - Mr. Hallam and Mr. Evans met electronically to review the agreement. At the request of Mr. Evans, the focus remained on the substance of the agreement, with administrative and drafting corrections and amendments to be set aside to be dealt with closer to finalization.

**July 15, 2021** – Correspondence issued accepting the majority of the agreement with 9 proposed amendments from Morris-Turnberry Council’s to the July 3<sup>rd</sup> draft for consideration. Details of proposed amendments to various clauses provided. Amendments focused on substantive issues only. Regarding the inclusion of MacGowan’s Nursing Home (Braemar) it was requested that the existing agreement between North Huron and MacGowan’s be honoured and that it be excluded from this agreement. Regarding the Willis Lands, it stated that capacity for the property was guaranteed in 2005 as payment for the annexation of 110 acres of land to North Huron, and that the 2005 agreement be honoured and that Morris-Turnberry should not be required to pay again to reserve capacity for that property. Regarding the Hutton Heights extension, it stated that Morris-Turnberry accepted the intent of the clause and requested that an appendix be added to the agreement that describes and identifies the lands that are considered as potentially serviceable, as well as formulae or percentages that can be used to determine connection costs per acre in the future for the sake of clarity. Regarding the rate for excessive use, it noted that previous drafts had set the rate at 3 times the standard rate, but it had been increased to 5. It requested that the rate be returned to 3 as previously agreed upon. Regarding the dispute resolution clause, it requested that a more traditional clause be used, as that in the Belgrave Water System agreement, which would employ the Arbitration Act. Regarding the term, it accepted the 20-year term and requested that the effective date be the date of signing with anniversary dates being established as December 31<sup>st</sup> or another set date, rather than backdating the agreement. Regarding the \$50,000.00 penalty for amending clause 1, it proposed a fee of \$1000.00 per cubic meter with a minimum of \$10,000.00 and a maximum of \$50,000.00 for amendment, and that it be stipulated that the funds would be put towards the system.

**July 30, 2021** - Mr. Hallam and Mr. Evans met electronically to discuss the draft agreement.

**July 30, 2021** – Correspondence received in response to July 15<sup>th</sup> correspondence accepting 4 of the 9 proposed amendments. Regarding MacGowan’s (Braemar) it requested that a clause be included stating that should MacGowan’s private water source fail, they would be required to connect, and that the capacity for the property be included in Clause 1. Regarding the Willis Lands, it requested that a capacity allocation be estimated for the property and included in Clause 1. Regarding clarifying the connection and capital costs for the connection of Morris-Turnberry properties, the addition of an appendix to the agreement was refused. Regarding returning the penalty rate for overage from 5 back to 3, it was left open for discussion depending on the outcome of discussions regarding the Willis Lands. Regarding the request for a more standard dispute resolution clause, it was stated that North Huron did not wish to relinquish their decision-making authority by making arbitration part of the agreement. Regarding the penalty fee, it maintained the \$50,000.00 penalty and did not agree to stipulate that the funds be spent on the system but clarified that if an amendment was not possible or granted the penalty fee would be returned.

**September 2, 2021** - Following consultation with Council, Mr. Hallam issued correspondence requesting that the ongoing and productive discussions focus on resolving the issue of the Willis Lands before addressing the other remaining issues. It stated that North Huron was given 110 acres of developable land in 2005, and that as per the agreement in place North Huron has an ongoing obligation to reserve

adequate sewage and water capacity for the Willis lands remaining in Morris-Turnberry, and that the legal consideration, that is payment, for that obligation is the adjustment of the border and the other obligations assumed by Morris-Turnberry in that Compensation Agreement. Due to the existing ongoing obligation, Morris-Turnberry will not agree to including a capacity number for those lands in the terms of the agreement currently being drafted. It was proposed that no capacity be assigned in Clause 1, but that when the property is developed the required capacity be brought into Clause 1 in an amendment exempt from the \$50,000.00 penalty.

**September 16, 2021** – Correspondence received in response to September 2 correspondence. It stated that North Huron council believed significant progress had been made and expected an agreement to be ratified shortly. It expressed disappointment that there was more than one issue left to resolve. It requested a complete list of all outstanding matters.

**September 27, 2021** - Following consultation with Council, Mr. Hallam issued correspondence outlining 5 remaining issues with the agreement, as requested, being; Capacity for the Willis lands being guaranteed and paid for under an existing agreement; MacGowan's Nursing Home (Braemar) being serviced under an existing agreement between North Huron and the owner, which Morris-Turnberry does not have the authority to circumvent, nor does it have the authority to compel MacGowan's to connect if their water source fails, and that MacGowan's should be consulted by North Huron if they wish to change the agreement between the two parties; the rate for excessive use be reverted to 3 as it was when presented to the committee; that North Huron's dispute resolution clause is accepted provided that it its amended to stipulate that costs are borne equally by both parties rather than only being borne by the disputing party; maintaining the request that the \$50,000 amendment penalty, if received by either party, be put towards the system.

**October 19, 2021** – Mr. Hallam and Mr. Evans met at the Morris-Turnberry Municipal Office to discuss the draft agreement.

**November 17, 2021** – Mr. Hallam met with Archie MacGowan at the Braemar Retirement Centre (MacGowan's) to discuss North Huron's request regarding the existing agreement between North Huron, and the draft of the cross-border servicing agreement currently under discussion.

**December 15, 2021** – Mr. Evans emailed Mr. Hallam requesting an update on the progress of discussions with Council regarding the potential solutions identified previously. Mr. Hallam responded to say that he had reached out, but Mr. Evans was on vacation, and proposed a video call to review the agreement.

**December 21, 2021** - Mr. Hallam and Mr. Evans met electronically to discuss the draft agreement. Mr. Hallam reiterated the position of Morris-Turnberry Council from the September 27<sup>th</sup> correspondence.

**February 9, 2022** - Mr. Hallam and Mr. Evans met electronically to discuss the draft agreement. Mr. Hallam reiterated the position of Morris-Turnberry Council from the September 27<sup>th</sup> correspondence.

**March 8, 2022** – Mr. Hallam emailed Mr. Evans to ask if there had been a discussion regarding the agreement with Council. Mr. Evans responded indicating direction had been received and that he would notify Mr. Hallam if anything was needed.

**March 30, 2022** - Mr. Hallam emailed Mr. Evans to ask if there were any updates on the agreement. Mr. Evans responded that there were no updates.

**April 14, 2022** – Mr. Evans emailed Mr. Hallam to inquire if he had any knowledge of development plans for the Willis lands. Mr. Hallam responded that there were no active applications and no applications in pre-consultation.

**April 21, 2022** – Mr. Evans hand delivered correspondence and a signed copy of the agreement that had been passed by North Huron Council to Mr. Hallam at a meeting of Huron County CAOs.

## MINUTES

### Joint Listowel & Wingham Recruitment Committee

Date: June 8, 2022

9:00 a.m.

In Person and Webex Meeting  
Wingham – Hospital Boardroom  
Listowel – Clinic Boardroom

Attendees: Karl Ellis, Robin Spence Haffner, Jan McKauge, Vince Judge, Anita Van Hittersum, Dorothy Kelly, Peg Lockeridge, Rhonda Scheringa, Sharen Zinn, Steph Gratton, Nicole Douquette, Wayne Forester, Mike McDonagh, Nancy Michie, Jenn Koch (recording secretary)

<h2 style="text-align: center;">MINUTES</h2> <p style="text-align: center;">OUR VISION</p> <p>North Perth Family Health Team will be a practice leader for rural health in Ontario. Our commitment to teamwork, innovation, learning and close community partnerships enables our citizens to access health services, information and care in a way that is easy, convenient and seamless for them</p>	
<b>1.0</b>	<p><b>Call to Order</b></p> <p><b>Introduction of new Family Health Team Executive Director</b></p> <ul style="list-style-type: none"> <li>• Welcome Robin Spence Haffner, replacement for Mary Atkinson ED for NP-NHFHT</li> </ul> <p><b>Introduction of Committee Members</b></p> <ul style="list-style-type: none"> <li>• Round table of introductions</li> </ul> <p><b>Approval of Joint Recruitment Minutes – June 14, 2021</b></p> <ul style="list-style-type: none"> <li>• Motion to approve minutes from June 14, 2021 by Anita Motion seconded by Sharron Motion carried</li> </ul> <p><b>Additions to Agenda</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul>



## 2.0 Business Arising

### 2.1 Wingham Recruitment Update

- Dr. Mousa entering 9 months of practice with us. They are still utilizing hospital accommodation as they continue their housing search. There is now a rental arrangement in place with the hospital.
- We will have an upcoming retirement in the next 1-2 years. This will impact about 1300 patients as well as anesthesia services.
- A second practice will become available in the next 4 years impacting approx. 1600 patients
- Recruitment for part time radiology coverage across both sites is transitioning well.
- We hosted a Discovery Week student the last week of May. He has just completed his first year of medical school. Two of our planned students had to cancel. He spent time in OR, clinic, ER, social time with the physicians and an airplane sightseeing compliments of Papple Aviation.
- The Western Rural Interest group is planning a trip to Wingham this fall.

### 2.2 Listowel Recruitment Update

- Dr. Evelyn Westen is retiring as of Sept 1<sup>st</sup>.
- Several strong candidates are in play, however they are not available for at least a year
- Dr. Alex Zayachowski arrives in Listowel mid-July as a locum. Alex is a GP anesthetist who will be providing desperately needed anesthesia and ER coverage. Dr. Alex is also scheduled for anesthesia work in Wingham as well. He will transition to clinic work in the fall.
- The Listowel physician group has an increased wiliness to request locum coverage for their practice.
- Listowel hosted 13 students from Western's Rural Interest group.
- Listowel has 4 residents and 2 med students scheduled in the coming months. A slight decline from previous years, which is likely due to the pandemic.
- ER Coverage – both sites
  - 8 of 14 local docs providing ER coverage in Listowel
  - 33% of shifts require coverage
  - 1 regular locum
  - 5 of 9 local docs providing ER coverage in Wingham
  - 25% of shifts require coverage
  - 2.5 regular locums
  - Both on EDLP program for the foreseeable future
  - Both qualified for additional funding over summer months to help to avoid potential closures
  - Finding ER locums has become increasingly difficult. They are very few which leaves our local ER docs taxed and our department vulnerable to last minute changes due to illness etc.
  - Both sites have experienced increased volumes in our emergency departments (WDH Average 35, LMH Average 42)
- Jan's priorities across communities
  - Vacant practice – Dr. Westen
  - Upcoming retirements in Wingham
  - ER locums – both sites
  - Increasing learners - both sites
  - Filling clinic locum needs

Karl spoke in regards to the shortages

- All of the south west have been experiencing shortages of locums
- EDLP service has had large demand-
- There is the potential risk of ER closers due to shortage of Physicians and nurses as well.

- Other Emergency Departments in the area have experienced closures but we hope that doesn't happen in Listowel/Wingham but cannot say that for sure.
- A concern from the group was raised that they have been hearing from the community the failure to get into their family Physicians office and were sent to the ER department.
  - It was noted that some Physicians are covering more ER shifts and that takes them away from the clinic.
- Note: ER numbers have dropped during the pandemic, the numbers Jan quoted was pre pandemic
- Physicians are now doing a half day a week of phone visits and the rest are in person, as for Wingham they are also doing a mixture of both types of appointments
- Physicians have stated that patient appointments are now more complex due to not seeing the patients during the pandemic

### 2.3 Physician Resources in both Wingham and Listowel

- Jan shared a presentation see attached.
- **Jan stated that the joint recruitment efforts are very beneficial with the following examples**
  - **Listowel has had more learners and they had a request for Listowel and it couldn't be granted so Jan worked to make it happen in Wingham instead**
  - **GP anesthetics are really hard to come by and in the future it may be that we have to share one across sites**
  - **A Physicians was being recruited and Jan helped the spouse find a job in the area for a physiotherapist – joint recruitment makes more available for Jan to offer.**

Jan went over some facts and stats presentation – see attached.

Jenn to send the presentations to the group by email following the meeting

**4.0 Meeting Adjourned. Motion by Peg Lockridge, Seconded by Dorothy Kelly**  
**Next meeting: Wingham – 9:00 Monday Sept 12, 2022**  
**Listowel – 9:00 Wednesday Sept 14, 2022**  
**Listowel Wingham Joint Meeting – Monday June 12, 2023**

# Physician Resources

Jan McKague Weishar



# Physician Resources - Today

## WINGHAM

- 9 FM physicians
- 3 clinics

## LISTOWEL

- 14 FM physicians
- 1 clinic



# Patient Rosters - Today

## WINGHAM

- 9323 rostered patients
- 3268 attached patients
- **12 591 TOTAL PATIENTS**
- Roster size range from
- 650 - 1660 patients

## LISTOWEL

- 15314 rostered patients
- 3006 attached patients
- **18 320 TOTAL PATIENTS**
- Roster size range from
- 500 - 2150 patients



# Physician Resources - Tomorrow

## WINGHAM - 12 600

- Within 5 yrs we estimate 4 physician retirements
- Impacts 3600 patients
- Or 38% of total patients
- Will need approx 4 new recruits

## LISTOWEL - 18 300

- Within 5 yrs we estimate 6 physician retirements
- Impacts 9210 patients
- Or 50% of total patients
- Will need approx 9-10 new recruits

**New recruit estimates only maintain current roster sizes  
They do not account for community growth**

# Physician Resources - What services will we need?

## WINGHAM

- Emergency Department
  - 5 of 9 work in ED
  - 25% of shifts require locum coverage
- Anesthesia
  - 2 GPA's currently. Both likely to retire within 5 yrs
- Long term care

## LISTOWEL

- Emergency Department
  - 8 of 14 work in ED
  - 33% of shifts require locum coverage
- Anesthesia
  - 2 GPA's currently. 1 likely to retire within 5 yrs
- OB
  - 4 OB docs currently. 2 likely to retire within 5 yrs
- Long term care



# Physician Resources - **It's not all bad news**

Collectively in the last 6 years....

7 physician retirements

1 physician left

**11 physicians join**

We have maintained primary care access to  
approx 31 000 patients

# Physician Resources - What we know....

- Growth in our communities is RAPID. It is outpacing our ability to replace retiring docs
- We have not added to access for those without a family physician, but we have been successful to maintain current roster sizes
- FM Generalists are becoming less common. Our current practice models require physicians who have an office practice, see inpatients and ideally provide another service such as ER, OB, Anesthesia or LTC
- The struggle to staff our Emergency Departments is VERY VERY real. Both physician and nurse staffing are extremely precarious. This will be the case for the foreseeable future. A very high priority
- This is a national and provincial issue. We are not alone!



# Physician Resources - What we know...

## Research has shown:

- New graduates prefer rosters between 500-1000 patients. Work/Life balance is important
- Early exposure to rural medicine is key to influencing future practice plans
- Physicians often return to communities in which they have trained
  - Listowel has 6 former learners
- New grads choose a community based on family or partner relationships
- Investment in training medical learners may take many years before resulting in permanent practice



# Physician Resources - The Way Forward

## GET THEM HERE

Medical students - Residents - Observers

Clinic Locums - ED locums

We know our greatest opportunity for future success exists when docs experience Listowel and Wingham

# Physician Resources - The Way Forward

## IT'S THE EXPERIENCE

- Love comprehensive medicine
- Can they see themselves practicing with this group of colleagues
- Is there opportunity to grow and practice areas of interest - palliative, care of elderly, teaching, public health
- This is a place for their partner and family



# Physician Resources - The Way Forward

“I don't want to tell anyone else about this place so I can be sure to come back for an elective”

2nd Year Medical student  
Western's Schulich School of Medicine

“Truly Unforgettable”

1<sup>st</sup> Year Medical Student  
Western Discovery Week Student











**WILL IT BE  
EASY?  
NOPE.**

**WORTH IT?  
ABSOLUTELY.**



# Facts and Stats

Of Physicians in Training





University degree  
(at least 4 years)

Medical school (4 years)

Residency/specialization  
(2-7 years)

Licensing and  
independent work!



So you want to go to Western's Schulich School of Medicine....

**FACTS & STATS**

**2,752**  
APPLICANTS

---

INTERVIEWED  
**455** **171**  
CLASS SIZE

**133** **38**  
LONDON WINDSOR

TWO CAMPUSES  
ONE CURRICULUM

**2021** FIRST-YEAR  
TUITION & ANCILLARY FEES  
\*tuition fees subject to change

**\$25,528**

---

FINANCIAL AID FOR  
ALL FOUR YEARS

**\$5.1** MILLION  
SCHOLARSHIPS  
& BURSARIES  
(BASED ON MERIT AND/OR NEED)

**60**  
SCHULICH  
SCHOLARSHIPS

**\$28,000**  
PER YEAR

7% of  
applicants  
are accepted

- Ottawa - 3.4%
- Queens - 2.1%
- NOSM - 3.7%
- Toronto - 6%
- McMaster - 4.1%



# Meet the Schulich Medicine CLASS OF 2025

171 Admitted <sup>133 London Campus</sup>  
<sup>38 Windsor Campus</sup>



Rural, remote,  
small town



Southwestern Ontario



75% 20-24 years old  
25% 25 years or older



52% Female  
38% Male  
10% Undeclared

40.5% First language other  
than English/French\*

54.3% Fluent in a second  
language\*

48.5% Racialized persons\*

15.0% LGBTQ2S+\*

39.6% First-generation  
Canadian\*

Mean GPA 3.87

Mean BBFLS 128

Mean CPBS 127

Mean CARS 126



Graduate  
Degree



Non-science  
Degree\*

6.4% ACCESS Pathway applicants

29.7% Faced socio-economic challenges\*

19.3% First generation to attend university\*

86.7% First generation to attend medical  
school\*

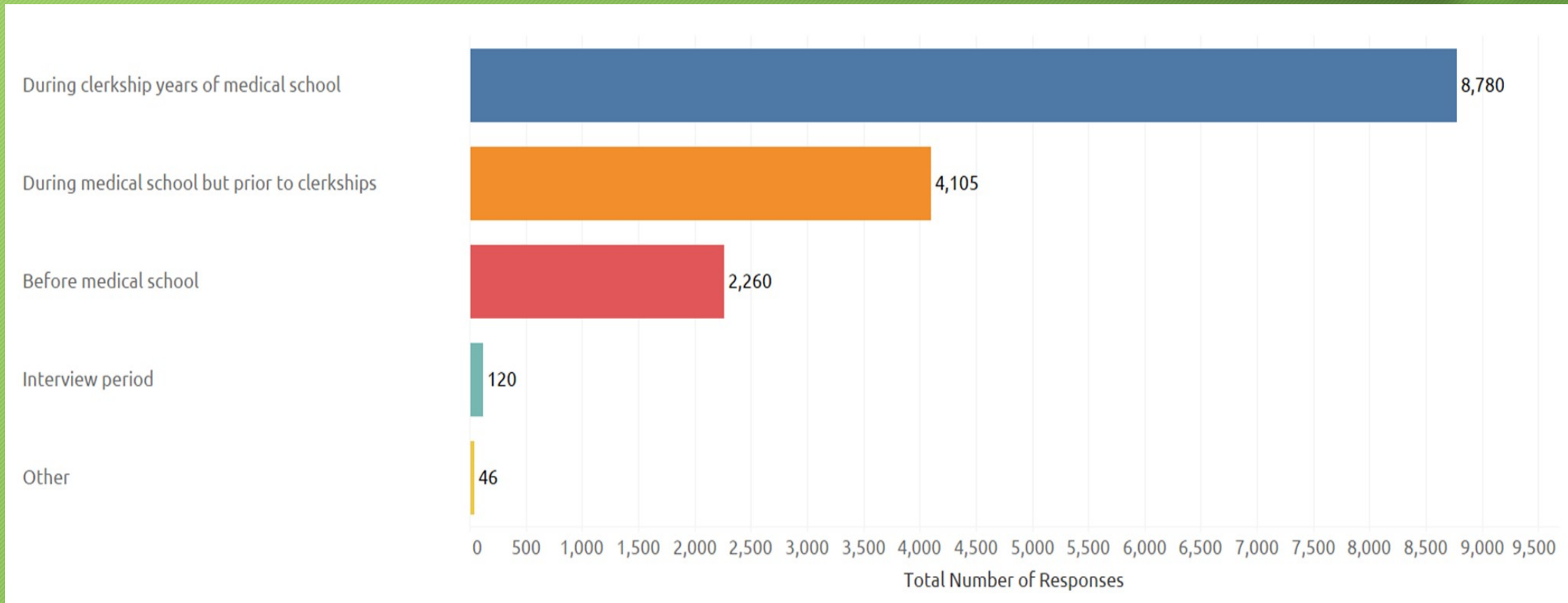


- Ailsa Craig
- Amherstburg
- Aylmer
- Blenheim
- Chatham
- Chesley
- Clinton
- Durham
- Exeter
- Flesherton
- Forest
- Goderich
- Grand Bend
- Hanover
- Harrow
- Ingersoll
- Kettle Point
- Kincardine
- Leamington
- Listowel
- Markdale
- Meaford
- Mildmay
- Milverton
- Mitchell
- Newbury
- Owen Sound
- Parkhill
- Petrolia
- Point Edward
- Port Elgin
- Ridgetown
- Sarnia
- Seaforth
- Southampton
- St. Marys
- St. Thomas
- Stratford
- Strathroy
- Tavistock
- Tobermory
- Tilbury
- Tillsonburg
- Walkerton
- Wallaceburg
- West Lorne
- Wiarton
- Wingham
- Woodstock
- Zurich

# Western's Schulich Training Communities in Southwestern Ontario



# When did they decide their specialty



\*\*Clerkship is years 3-4 of medical school



# Ontario to add medical training over 5 years

160 Undergraduate positions - 295 Post graduate positions

Ryerson University (new in Brampton 2025) - 80 undergrad and 95 post grad positions

University of Toronto (258)- Adding 30 undergrad, 45 post graduate

Northern Ontario (66) - Adding 30 undergrad, 41 post grad

Queens University (104) - Adding 20 undergrad, 30 post grad

Western (170), McMaster (213) & Ottawa (162) - 28 post grad positions each

\*\*\*\*Unclear what specialties will receive post grad positions

School of Graduation	Current Year Graduates
Memorial University of Newfoundland	80
Dalhousie University	103
Université Laval	227
Université de Sherbrooke	198
Université de Montréal	273
McGill University	176
University of Ottawa	162
Queen's University	104
Northern Ontario School of Medicine	66
University of Toronto	258
McMaster University	213
Western University	170
University of Manitoba	108
University of Saskatchewan	106
University of Alberta	165
University of Calgary	164
University of British Columbia	298
United States medical schools	26
International medical schools	240
<b>Grand Total</b>	<b>3,137</b>

17 Medical Schools in  
Canada  
3137 Graduates

6 Medical Schools in  
Ontario  
973 Graduates



## Most influential factors on discipline choice

How influential are the following factors in choosing your first choice discipline?

	Not Very Influential	Somewhat Influential	Very Influential
Opportunities to experience a diversity of patient problems	2.47%	3.70%	93.83%
Opportunities to encounter complex patient problems	3.42%	5.74%	90.84%
Discipline / specialty suits my personal skills and ability	1.14%	8.55%	90.31%
Teaching opportunities	5.75%	8.77%	85.48%
Flexibility to choose geographic location of practice	7.04%	9.25%	83.71%
Opportunity to establish long-standing doctor/patient relationships	7.78%	9.22%	83.01%
Work demands conflict with personal/family life	7.32%	9.82%	82.86%
Positive clerkship experiences within the discipline during medical school	3.00%	16.13%	80.87%
Flexibility to set/limit work hours	7.71%	11.70%	80.60%
Work related stress	7.89%	13.09%	79.02%
Positive role models within the discipline	3.65%	19.13%	77.22%
Opportunities for university/academic appointment	14.88%	16.65%	68.46%
Positive community based experience within the discipline	8.04%	25.75%	66.21%
Income potential	21.13%	23.50%	55.37%
A preference for a minimum of uncertainty related to diagnosis and therapy	27.74%	28.22%	44.04%

## Most influential factors on program location choice

How influential were the following factors in choosing your first choice program location?

	Not Very Influential	Somewhat Influential	Very Influential
Impression of the town/city	6.74%	7.41%	85.85%
Proximity to family	8.40%	7.99%	83.62%
Leisure activity opportunities	8.56%	9.88%	81.56%
Collegiality between faculty and residents	2.70%	18.80%	78.50%
Support within the program	2.83%	20.50%	76.67%
Proximity to friends	12.22%	12.63%	75.15%
Diversity of training within a program	3.90%	25.67%	70.43%
Cultural diversity of the town/city	14.96%	15.01%	70.03%
Level of responsibility given to residents	3.85%	29.80%	66.35%
Employment prospects of a spouse/partner	29.07%	8.87%	62.06%
Cost of living	18.19%	21.39%	60.42%
Reputation of a program	5.30%	34.51%	60.19%
Procedural opportunities during residency	9.23%	31.43%	59.35%
Manageability of case loads	6.26%	38.19%	55.55%
Elective opportunities during residency	6.23%	39.67%	54.09%
Do not wish to relocate	33.05%	17.19%	49.75%
Chance to relocate to a new environment	30.06%	22.78%	47.16%
Size of a program (small or large)	11.35%	48.84%	39.80%



# Summary of Influential Factors

## Choosing a Specialty

- Opportunity to experience diverse patient populations
- Encounter complex patients
- Discipline suits personal skills and ability
- Teaching opportunities
- Establish long standing doctor/patient relationships
- Work life balance

## Choosing a Program

- Impressions of the community
- Proximity to family/friends
- Leisure activity opportunities
- Collegiality with physician group
- Support during training
- Cultural diversity of the community
- Level of responsibility given to residents
- Employment opportunities for partner

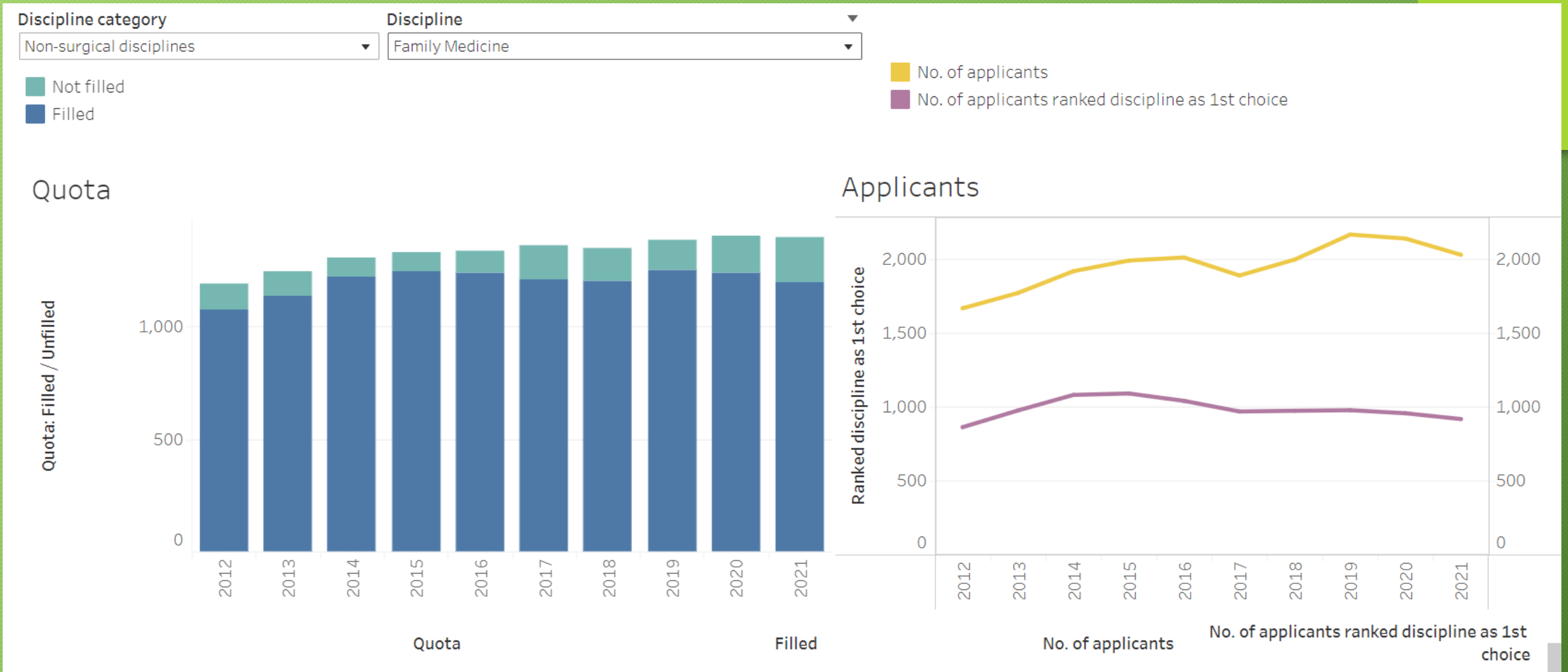
# Where are FM residents coming from

Discipline	MEMORIAL	DALHOUSIE	LAVAL	SHERBROOKE	MONTREAL	MCGILL	OTTAWA	QUEEN'S	NOSM	TORONTO	MCMASTER	WESTERN	MANITOBA	U OF SASK	U OF ALBERTA	CALGARY	UBC	Grand Total
Family Medicine	29	34	97	65	115	40	53	23	33	73	51	61	30	28	45	44	93	914

FM is the most sought after specialty - 30% of medical students choose FM  
There has been a decline in FM applicants over the past 6 years



# Family Medicine Training spots Across Canada



1395 available FM training spots  
 1195 filled - dark blue  
 200 vacant - light blue

914 FM as their 1<sup>st</sup> choice  
 281 FM was their 2<sup>nd</sup> choice







ADMINISTRATOR & CLERK-TREASURER  
NANCY MICHIE  
PO BOX 310 41342 MORRIS RD., RR#4  
BRUSSELS ON N0G 1H0

Ottawa, June 2022

Dear ADMINISTRATOR & CLERK-TREASURER NANCY MICHIE and Council,

The economic contributions from rural communities are integral to Canada's success. Rural areas are home to many key industries such as manufacturing, forestry, agriculture, and energy.

Yet, municipalities under 20,000 residents receive less support from the federal government in comparison to their much larger counterparts. Red tape duplications and certain application requirements disproportionately burden small rural communities with very few staff.

This is unfair, unjust, and needs to be addressed urgently. As such, Conservative Shadow Minister for Rural Economic Development and Rural Broadband Strategy, M.P. Shannon Stubbs, Deputy Shadow Ministers M.P. Damien Kurek and M.P. Jacques Gourde, are seeking to convene a townhall with you to address federal funding for rural communities.

Rural Canadians must band together for fairer and more robust funding for communities all over rural Canada.

It is integral to our economy that the federal government works for everyone no matter where they live. The voices of rural Canadians need to be heard. We kindly ask you to express the three most important issues impacting your economic development as a rural community. We will use this feedback to ensure our work for rural Canada is as productive as possible and will determine the agenda for our proposed townhall. This is an opportunity to network, share your priorities, and solutions to the challenges we face.

We value hearing from you and should you wish to attend our forum, please email M.P. Stubbs at [shannon.stubbs@parl.gc.ca](mailto:shannon.stubbs@parl.gc.ca), M.P. Kurek at [damien.kurek@parl.gc.ca](mailto:damien.kurek@parl.gc.ca), or M.P. Gourde at [jacques.gourde@parl.gc.ca](mailto:jacques.gourde@parl.gc.ca).

Thank you for your time.

Shannon Stubbs, M.P.  
Shadow Minister for Rural Economic Development  
and Rural Broadband Strategy  
Lakeland

Damien C. Kurek, M.P.  
Deputy Shadow Minister for Rural Economic  
Development and Rural Broadband Strategy  
Battle River—Crowfoot

Jacques Gourde, M.P.  
Deputy Shadow Minister for Rural Economic  
Development and Rural Broadband Strategy  
Lévis—Lotbinière

# Belgrave Summary (with SCADA Data)

May, 2022

## WELL FLOW

		<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max:	4.16	85.87
	Average:	3.70	51.35
	Total:		1,540.49

## TREATED FLOW - Discharge

Max:	108.64	m3
Average:	72.07	m3
Total:	2,161.96	m3

## Jane

Max:	1.53	77.38
Average:	1.41	47.49
Total:		1,424.70

## SCADA On-Line Analyzer

### CL2 Residual (free):

Max:	1.76	mg/L
Min:	1.13	mg/L
Average:	1.41	mg/L

## Combined:

Min:		61.18
Max:		139.71
Average:		98.84
Total:		2,965.19

## TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
Max:	0.19	0.16	NTU
Min:	0.09	0.14	NTU
Average:	0.14	0.15	NTU
# Grab Samples:	3	3	

## Treated Water Grab Residuals:

### CL2 Residual (free):

Max:	1.59	mg/L
Min:	1.21	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	127.38
Total	kg	0.00	8.28
Average, mg/L	Dosage	0.00	5.31

## CHLORINATION ON DISTRIBUTION SYSTEM

### Humphrey On-Line Analyzer:

### CL2 Residual (free)

Max:	1.46	mg/L
Min:	1.43	mg/L
Average:	1.23	mg/L

## Potassium Permanganate:

Total	Litres	87.31	89.80
Total	kg	1.75	1.80
Average, mg/L	Dosage	1.15	1.16

## Distribution Grab Residuals:

### CL2 Residual (free)

Max:	1.41	mg/L
Min:	1.10	mg/L
Average:	1.25	mg/L
# Grab Samples:	18	



## 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

### 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

### Operators that operated the system:

<b>John Graham</b>	Water Treatment - Class 3	11535	Aug 31, 2022
<b>Nancy Mayhew</b>	Water Treatment - Class 2	16185	Jan 31, 2024
<b>Gary Nicholson</b>	Water Treatment - Class 2	95123	July 31, 2022
<b>Ben Nethery</b>	Water Treatment - Class 1	98589	Sept. 30, 2023
<b>Ryan Mackay</b>	Water Treatment - OIT	110231	May 31, 2023



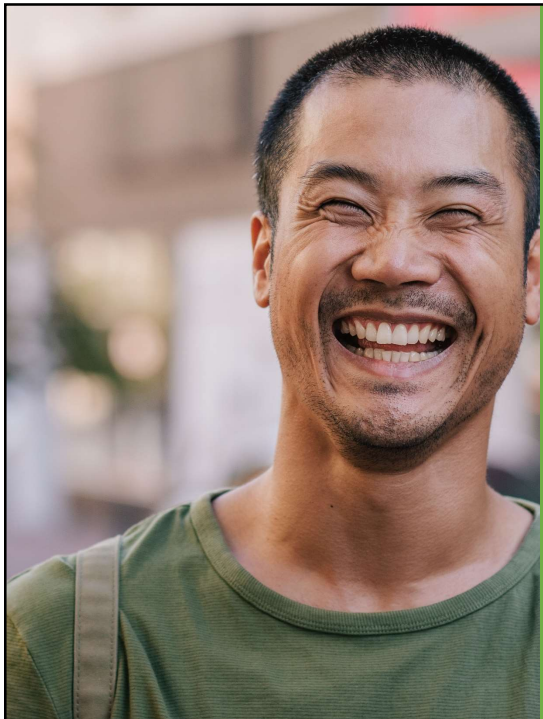
United Way  
Perth-Huron



united in  
**local love**



United Way invests in programs that make our local communities vibrant and safe. We help to create opportunities for individuals, families and neighborhoods. We focus on improving access to social and health-related support services, as well as supporting community integration and engagements.



Helped **37,660** people  
across Perth & Huron

Additional **7,059** helped with  
pandemic relief dollars




Funded by the  
Government  
of Canada



Donor  
Dollars


TOGETHER WE'RE MAKING LOCAL ISSUES #UNIGNORABLE

- Poverty
- Homelessness
- Mental Health
- Domestic Violence
- Hunger
- Social Isolation



The top section features a repeating pattern of the words 'UNIGNORABLE' in orange and black. A central black box contains the text 'TOGETHER WE'RE MAKING LOCAL ISSUES #UNIGNORABLE' and a list of six social issues. The United Way logo is positioned in the bottom right corner.

In Huron & Perth:



171 women and their families received emergency shelter after escaping violence



1,359 seniors connected by transportation services



169 people experiencing homelessness in Huron

The middle section is divided into three vertical panels. The left panel has an orange background with a white silhouette of a woman's profile and a text box. The middle panel has a complex geometric pattern of black and white lines with a text box. The right panel has an orange background with a United Way logo and a text box.

# Northern Huron Community Committee

Kate Procter (Chair)

Diana Finch

Rev. JoAnn Todd

Patricia Smith

Nicole Duquette-Jutzi

Aaron Armstrong

Denise Lockie

Stephanie Towton

Amelia Fehr

Roxane Nicholson

Shawn Lawler



**\$41,841 raised**  
100 walkers / 28 teams



it's cold out there  
feb. 26, 2022  
#cnoy22



## Upcoming UWPH Events:



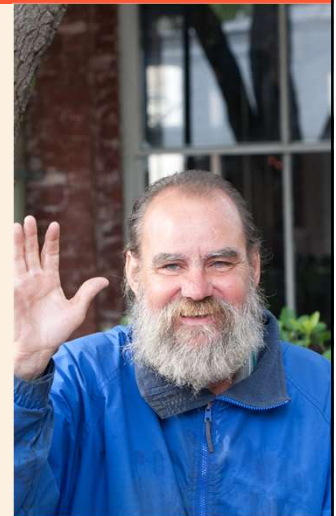
- September 11, 2022 – Northern Huron Annual Campaign Kick Off
- Opening of Northern Huron Connection Centre – stay tuned!
- February 25, 2023 – Coldest Night of the Year Event

**NEW**

### Northern Huron CONNECTION CENTRE

The Northern Huron Connection Centre will be a place-based intervention with professional service providers and well-trained volunteers working together to help facilitate the wellness journey of individuals experiencing significant challenges including poverty, homelessness, addictions and mental health.

LAUNDRY 	WASHROOMS 	FOOD 
SHOWERS 	EMOTIONAL SUPPORT 	WARM/COOL CENTRE 
REFERRALS 	SOCIAL CONNECTION 	DOCUMENT READINESS 





211ontario.ca

211 helps anyone navigate the network of human services quickly and easily, 24/7/365 in over 150 languages. United Way is a data partner, funder and promoter of the 211 service.



Live answer | Confidential  
150+ languages | 24/7 | Free



*Find out more*



perthhuron.unitedway.ca

@UnitedWayPH



**Outstanding Action Items  
Open Session**

June 21

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
November 10, 2021	Zoning/OP Housing Friendly Amendments	CAO/Planning	Planning Department preparing Zoning By-Law and OP amendments. New planner has been made aware this is a priority to have in place in 2022	June 15, discussed timing of amendments with Planner.	Report to Council with suggested amendments.
May 17, 2022	MVCA Memorandum of Understanding	CAO	MVCA waiting for acceptance from other municipalities before proceeding	May 24, corresponded with MVCA re status	Return MOU with by-law for execution.



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

**BY-LAW NO. 25-2022**

---

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 21<sup>st</sup>, 2022.

---

**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 21<sup>st</sup>, 2022, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 21<sup>st</sup> day of June 2022, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

**Read a FIRST and SECOND time this 21<sup>st</sup> day of June 2022**

**Read a THIRD time and FINALLY PASSED this 21<sup>st</sup> day of June 2022**

---

Mayor, Jamie Heffer

---

Clerk, Trevor Hallam