



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, August 12, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on August 12, 2025, at 7:30 pm.

1.0 CALL TO ORDER

Disclosure of recording equipment.

2.0 ADOPTION OF AGENDA

*Moved by ~
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby
adopts the agenda for the meeting of August 12, 2025, as
amended.*

~

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 July 22, 2025, Council Meeting Minutes as written.*

~

5.0 ACCOUNTS

*Moved by ~
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby
approves payment of the list of accounts as presented.*

~

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 DELEGATION AND DONATION REQUEST

6.1.1 Disneys of Huron County Project Group

Lloyd Michie has requested the opportunity to address Council regarding the work of the Disneys of Huron County Project Group, and request funding for signage.

6.2 ARBUCKLE AND CONGRAM MUNICIPAL DRAINS COURT OF REVISION

The meeting to consider the engineer's report for Arbuckle and Congram Municipal Drains 2025 was held on July 8, 2025. Notice of the sitting of the Court of Revision was sent on July 15, 2025.

On July 7th, the Council of the Township of North Huron appointed Councillor Palmer to sit on the court of revision. In accordance with the Municipality’s appointment by-law, Mayor Jamie Heffer, and Deputy Mayor Kevin Freiburger will also sit on the Court of Revision with Mayor Heffer as Chair.

6.2.1 Open Court of Revision

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adjourns their regular meeting of Council, to reconvene following the Court of Revision for the Arbuckle and Congram Municipal Drains 2025.

~

Arbuckle and Congram Municipal Drains 2025 Court of Revision

6.3 Call to order by the Chair.

6.4 Appeals

No appeals were received by the deadline of August 2nd.

6.5 Late or Verbal Appeals

No late appeals were received by the time of publication of the agenda. The court of revision may, by resolution, allow late appeals or appeals from the floor to be heard.

6.6 Deliberations of the Court

The Court may deliberate publicly or call a brief recess and retire to a private room to deliberate.

6.7 Adjournment

*Moved by ~
Seconded by ~*

THAT, there being no appeals to the assessment schedule for the Arbuckle and Congram Municipal Drains 2025, that schedule shall be adopted and the Court of Revision be adjourned.

~

7.0 STAFF REPORTS

None.

8.0 BUSINESS

8.1 McCall Municipal Drain Request for Improvement

A report has been prepared by Drainage Superintendent Kirk Livingston in this regard.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the McCall Municipal Drain, as described in the request submitted by Cranbrook Swine Incorporated 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 Agri-business, and parties who requested the improvement under Section 78(1).

AND FURTHER THAT the request submitted for Drain Improvement to the McCall Municipal Drain for 83304 Clyde Line, Concession 9, South Part Lot 16, be accepted under Section 78 of the Drainage Act and that Headway Engineering be appointed to prepare a drainage report.

~

8.2 Kelly Municipal Drain Request for Improvement

A report has been prepared by Drainage Superintendent Kirk Livingston in this regard.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the Kelly Municipal Drain, as described in the request submitted by H.J. Sieber Farms Limited 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 Agri-business, and parties who requested the improvement under Section 78(1).

AND FURTHER THAT the request submitted for Drain Improvement to Kelly Municipal Drain for 40851 Moncrieff Road, being Concession 9, North Part Lot 8, be accepted under Section 78 of the Drainage Act and that Headway Engineering be appointed to prepare a drainage report.

~

8.3 Request for Proposal Results – Bluevale Hall Roof Replacement

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

*Moved by ~
Seconded by ~*

THAT The Council of the Municipality of Morris-Turnberry hereby accepts the proposal of Huron Construction Building Contractors Inc for the replacement of the Bluevale Community Hall roof.

AND FURHTER THAT the CAO be authorized to execute any necessary documents related to the project.

~

8.4 Reappointment of Accountability Officers

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

*Moved by ~
Seconded by ~*

WHEREAS the Municipality of Morris-Turnberry entered into an agreement with Aird & Berlis LLP (the "Agreement");

AND WHEREAS the Agreement includes a provision permitting the Municipality to extend the term for one (1) additional term of up to four (4) years on the same terms and conditions

AND WHEREAS Council deems it appropriate to exercise the option to extend the Agreement;

NOW THEREFORE the Council of the Municipality of Morris-Turnberry hereby exercises its option to extend the Agreement Aird & Berlis LLP for an additional term of up to four (4) years,

AND FURTHER THAT the Mayor and CAO be authorized to execute any necessary documents to give effect to this extension.

~

8.5 Animal Pound Services Agreement

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

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of an agreement between

~

9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

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

- 10.1 Minutes – Belmore Arena Board – June 16, 2025
- 10.2 Minutes – SVCA Board of Directors – March 20, 2025
- 10.3 Minutes – SVCA Board of Directors – May 15, 2025
- 10.4 Outstanding Action Items

11.0 **ITEMS FOR A FUTURE AGENDA**

12.0 **BY-LAWS AND AGREEMENTS**

12.1 Health and Safety Policies

At the July 22 meeting, staff were directed to return a by-law to adopt certain Health and Safety policies. By-law 36-2025 is provided here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 36-2025, being a by-law to adding policies to the Municipal Health and Safety Manual on the topics of:

1. Hazard Identification
2. Risk Assessments
3. Return to Work Roles and Responsibilities
4. Return to Work Program Requirements, Tools and Forms
5. Return to Work Accommodations

AND FURTHER THAT it now be read severally a first, second, and third time, and finally passed.

~

12.2 Agreement – Simply Voting

At the July 22 meeting, staff were directed to return a by-law authorizing the execution of an agreement with Simply Voting for election services for the 2026 municipal and school board elections. By-law 37-2025 is provided here for consideration.

Moved by ~
Seconded by ~

THAT leave be given to introduce By-Law 37-2025, being a by-law authorizing the execution of an agreement with Simply Voting for election services for the 2026 municipal and school board elections, and that it now be read severally a first, second, and third time, and finally passed.

~

13.0 CLOSED SESSION

13.1 Enter closed session.

Moved by ~
Seconded by ~

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

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

~

13.2 Return to open session.

Moved by ~
Seconded by ~

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

~

13.3 Report and Action from Closed Session.

14.0 CONFIRMING BY-LAW

Moved by ~
Seconded by ~

THAT leave be given to introduce By-Law 38-2025, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on August 12, 2025, and that it now be read severally a first, second, and third time, and finally passed.

~

15.0 ADJOURNMENT

Moved by ~
Seconded by ~

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

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, September 2, 2025, 7:30 pm
Regular Meeting of Council – Tuesday, September 16, 2025, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, July 22, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry met electronically in regular session on July 22, 2025, at 7:30 pm.

Council in Attendance

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

Staff in Attendance

Trevor Hallam	CAO/Clerk
Mike Alcock	Director of Public Works

Others in Attendance

Bob Montgomery	The Citizen
Rachel Hammermueller	The Wingham Advance Times

1.0 CALL TO ORDER

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

Mayor Heffer noted that the reporters in attendance would be recording the meeting for the purpose of writing articles.

2.0 ADOPTION OF AGENDA

Motion 159-2025

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of July 22, 2025, as amended.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 161-2025

*Moved by Jodi Snell
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the July 8, 2025, Council Meeting Minutes as written.

Carried.

5.0 **ACCOUNTS**

Motion 162-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby approves payment of the list of accounts as presented.

Carried.

Councillor McCallum joined the meeting

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

None.

7.0 **STAFF REPORTS**

7.1 BY- LAW ENFORCEMENT

7.1.1 By-Law Enforcement Activities – May and June 2025

A report prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding by-law enforcement activities for May and June was provided for the information of Council.

7.2 BUILDING

7.2.1 Building Department Activities – May and June 2025

A report prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding building department activities for May and June was provided for the information of Council.

7.3 FIRE DEPARTMENT

7.3.1 North Huron Fire Department

A report prepared by North Huron Fire Chief Chad Kregar regarding the department's activities for June was provided for the information of Council.

7.3.2 Huron East Fire Department

A report prepared by Huron East Fire Chief Glen Ackerman regarding the department's activities for the first half of 2025 was provided for the information of Council.

8.0 **BUSINESS**

8.1 Asset Management Plan 2025

A report prepared by Treasurer Sean Brophy in this regard was provided for Council's consideration.

Motion 163-2025

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT The Council of the Municipality of Morris-Turnberry hereby approves the 2025 Asset Management Plan, as presented.

Carried.

8.2 Tender Results - MT-25-114 - Hot Mix Paving

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

Councillor Zinn asked Mr. Alcock how the budget shortfall would be paid for. Mr. Alcock noted that there had been savings on other contracts from changes in fuel prices that would be used to cover the difference.

Motion 164-2025

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of Lavis Contracting Company Ltd for Contract MT 25-114 Hot Mix Paving for the estimated value of \$131,346.25, based on estimated quantities and excluding HST and contingency, and authorizes the Mayor and CAO / Clerk to execute the tender and all other required documents.

Carried.

8.3 Request for Proposal Results – Election Service Provider 2026

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

Deputy Mayor Freiburger asked for more details regarding why the provider with the proposal that was priced lower isn't recommended by staff. Mr. Hallam explained that the Election Working Group felt that the vendor did not have sufficient experience with municipal elections in Ontario, in contrast to the recommended vendor who has successfully completed election for the group in 2018 and 2022.

Councillor Zinn asked if the vendor managed the voting list. Mr. Hallam explained that the list is maintained in a database that the Municipality has access to, and will be updated with data from Elections Ontario for the 2026 election.

Motion 165-2025

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT The Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of an agreement with Simply Voting for election services for the 2026 municipal and school board elections.

Carried.

8.4 WSIB Health and Safety Excellence Program Update

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

Motion 166-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law to the next meeting of Council adding policies to the Municipal Health and Safety Manual on the topics of:

- 1. Hazard Identification*
- 2. Risk Assessments*
- 3. Return to Work Roles and Responsibilities*
- 4. Return to Work Program Requirements, Tools and Forms*
- 5. Return to Work Accommodations,*

Carried.

9.0 **COUNCIL REPORTS**

Kevin Freiburger

No report

Jamie McCallum

July 21, attended a meeting of the Belmore Arena Board.

Sharen Zinn

July 16th attended a meeting of the Community Safety and Well Being Committee.

Jodi Snell

No report.

Jamie Heffer

No report.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Correspondence – EMO Compliance Confirmation 2025
- 10.2 Minutes – Bluevale Community Committee – June 7, 2025
- 10.3 Minutes – Bluevale Community Committee – July 2, 2025
- 10.4 Minutes - Huron OPP Detachment Board - March 24, 2025
- 10.5 Minutes – MVCA Membership Meeting – April 16, 2025
- 10.6 Minutes – MVCA Membership Meeting – May 21, 2025
- 10.7 Annual Report – Wingham and District Hospital Foundation 2024 - 2025
- 10.8 Newsletter – ABMV Source Protection – July 2025
- 10.9 Draft Newsletter – Fall Tax Mailing – Morris-Turnberry
- 10.10 Monthly Report – Belgrave Water – May and June 2025
- 10.11 Semi-Annual Project Status Report – Headway Engineering
- 10.12 Outstanding Action Items

11.0 ITEMS FOR A FUTURE AGENDA

None.

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

13.1 None.

14.0 CONFIRMING BY-LAW

Motion 167-2025

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law 35-2025, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on July 22, 2025, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

15.0 ADJOURNMENT

Motion 168-2025

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 7:52 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, August 12, 2025, 7:30 pm
Regular Meeting of Council – Tuesday, September 2, 2025, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Municipality of Morris-Turnberry
Account List for

August 12 2025

General

Bell Canada	Emergency Lines	78.07
Bell Canada	Morris Office	328.04
Bell Mobility	Cell Phone	25.07
Enbridge	Morris Office	17.26
Tuckersmith Communications	Office Internet	180.80
MicroAge Basics	Office Supplies & IT Support	1,974.14
Huron Clean	Office Cleaning	401.64
Orkin Canada	Pest Control - Hall	67.80
Goderich Print Shop	Envelopes	293.80
CIBC VISA	Online Council Meetings	24.28
	Coffee Supplies	226.00
	Water	79.72
		330.00
North Huron Publishing Company Inc.	Advertisement & Subscription Renewal	145.94
Realtax Inc.	Tax Sale Costs	1,480.30
MTE Ontario Land Surveyors Ltd	Lane Closure Costs	6,780.00
Minister of Finance	Policing - May	39,342.00
Township of North Huron	Fire Calls - June 2025	2,306.39
Sommers Generator Systems	Generator Maintenance	1,154.72
Randy Scott	Livestock Evaluations x3	430.49
Treasurer, County of Huron	Training Workshop	327.67
WSIB	WSIB - July 2025	1,869.15
Minister of Finance	EHT - July 2025	1,262.13

Payroll

July 30 2025	Payroll	23,020.85
	Expenses	176.62
Council Pay	Payroll - July	3,943.83
	Receiver General	419.01

General Total

86,355.72

Building Department

Bell Mobility	Cell Phone	59.76
Property Owners	Return Building Permit Deposits x2	440.87
WSIB	WSIB - July 2025	411.89
Minister of Finance	EHT - July 2025	259.93

Payroll

July 30 2025	Payroll	5,111.71
	Expenses	-

Building Total

6,284.16

Property Standards

Keppelcreek	Bylaw Enforcement - June	1,646.93
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Property Standards Total

1,646.93

Drainage

Hydro One	Hopper Pump	62.70
John McKercher Construction Ltd.	Russell Municipal Drain	1,101.75
CIBC VISA	Drainage Board Meeting - Travel	95.07

Drainage Total

1,259.52

Parks & Cemeteries

PE Inglis Holdings Inc.	Portable Unit - Hwy 86 Rest Stop	192.10
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Parks & Cemeteries Total

192.10

Belgrave Water

Bell Canada	Belgrave Water	97.97
Rogers	Belgrave Water & Humphrey Well	180.78
Hay Communications	Belgrave Water	22.60
Pannabecker Holdings Inc.	Haul Waste Water	960.50
Municipality of Brockton	Dispose Waste Water	1,505.31

Water Total 2,767.16

Landfill

Bell Mobility	Cell Phone	8.91
John McKercher Construction	Morris Landfill	1,469.00
Minister of Finance	Pit Licence Transfer	500.00
Radar Auto Parts	Parts for Loader	613.47
PE Inglis Holdings Inc.	Portable Unit	135.60

Landfill Total 2,726.98

Roads

Hydro One	Streetlights	1,182.02
Hydro One	Turnberry Shop	181.94
Bell Canada	Morris Shop	164.02
Bell Canada	Turnberry Shop	78.06
Bell Mobility	Cell Phones	59.05
Enbridge	Morris Shop	34.51
Enbridge	Turnberry Shop	50.11
HuronTel	Turnberry Shop	66.56
CIBC VISA	Autodesk Renewal	853.15
	Elevator Line Culvert Replacement	88.72
	Courier	<u>71.96</u>
		1,013.83
Radar Auto Parts	Shop Supplies	547.94
McDonald Home Hardware	Shop Supplies	118.60
Ryan Construction	Ditching	1,678.05
Joe Kerr Ltd.	Shoulder Gravel & Repair for 19-06 Tandem	12,135.52
Alpine Tree Service Inc.	Tree Removal & Stump Grinding	9,153.00
MGM Townsend Tire	Repair for 16-05 Tandem	239.56
Altruck International Truck Centres	Parts for 16-05 Tandem	131.09
Brandt London	Repair for 18-11 Backhoe	1,761.87
Tirecraft	Repair for 23-13 Mower	50.83
Armtec Inc.	Elevator Line Culvert Replacement	17,804.28
Jarvis Crane Rentals Inc.	Elevator Line Culvert Replacement	1,186.50
BM Ross & Associates	M070 - Moncrieff Road Bridge	621.82
Blackburn Media Inc.	Radio Tower Rental	1,017.00
Property Owner	Return Entrance Deposit	500.00
WSIB	WSIB - July 2025	2,379.60
Minister of Finance	EHT - July 2025	1,501.69

Payroll

July 30 2025	Payroll	30,021.73
	Expenses	<u>229.04</u>

Roads Total 83,908.22

Account Total 185,140.79

Approved By Council:

August 12 2025

Mayor - Jamie Heffer

Treasurer- Sean Brophy

Council Delegation Request- Disneys of Huron County Project Group

We are the 'Disneys of Huron County Project Group' working under the authority of the Huron County Historical Society. We are currently a group of 14 people, who have been researching the history of Walt Disney's families roots in Huron County, at Bluevale and Holmesville, for sometime and now feel that it is time to bring recognition to the Disney Family, whose roots were in Huron County.

Our proposal is to erect a sign at the Bluevale Dam or alternatively at the Bluevale Ball Park, outling the families history.

I have enclosed draft copies of the front and back of the sign. It is proposed that a map of the Bluevale area would also be included on the back. The sign would be white with black lettering and be 4 feet wide and 6 feet high supported by pressure treated posts. The cost of the sign is approximately \$1,000.00.

We therefore are hereby requesting a grant not to exceed \$1,000.00 from the 'Municipality of Morris-Turnberry'. This funding could possibly come from the 'Lattimer Estate Fund' as it has been used for similar signage in the past.

We would also request permission to install this sign at the Ball Park property, if permission for use of the Dam Site, is not granted by the MVCA.

Thank you

Cemetery and Signage Committee of the 'Disneys of Huron County Project Group'

Lloyd Michie, Arnold Mathers, Glen Warwick, Alision Lobb and Mac Campbell.

July 30, 2025

DRAFT

DISNEY ANCESTORS IN HURON COUNTY

In 1834, two brothers, Robert and Arundel Disney arrived in Huron County from Ireland, settling in the Holmesville area.

Arundel's son, Keppel Elias later moved to the Bluevale Area.

In 1858, Keppel Elias married Mary Richardson and in 1868, he took ownership of the South half of Lots 27 and 28, Concession 1, in Morris Township.

They had a family of 11 children, the oldest being Elias Charles, born in 1859.

In 1878, the family moved to the United States of America, where Elias Charles married Flora Call in 1888. They raised 5 children. Their son Walter became the famous Walt Disney.

Sign erected by the 'Disneys of Huron County Project Group'

For more information, please contact the Huron County Historical Society.....

See other side for more information:

- *Write up attached*
 - *Map*
-

DISNEY ANCESTORS IN HURON COUNTY

In 1834, two brothers, Arundel and Robert Disney and families, emigrated from Ireland to Huron County. They settled near Holmesville, where Arundel established a Grist Mill and Saw Mill near the Maitland River.

By the 1850's the Disney Family had grown to over 30 descendants.

Arundel's son, Keppel Elias moved to the Bluevale Area, marrying 'Mary Richardson' in 1858. He took ownership of the South half of Lots 27 and 28 Concession 1, Morris Township in 1868.

Kepple's son 'Elias Charles' born in 1859 and the father of 'Walt Disney' spent his early years there and went to school in the Bluevale Area.

In 1878, the family moved to the United States of America, where Elias Charles married 'Flora Call' in 1888 and they raised 5 children.

Walt Disney rose to fame after the release of 'Snow White and the Seven Dwarfs' in 1937. In 1947, Walt Disney and his wife 'Lillian' visited Huron County and stopped in Bluevale, Wingham and Goderich and the Holmesville Cemetery.

Donation and/or Grant Request

Complete requests for donations or grants must be submitted to the Clerk no later than the last Friday in November for consideration in the following year's budget.

CAO/Clerk, Trevor Hallam - thallam@morristurnberry.ca

Organization Name

Disneys of Huron County Project C

Mailing Address

█ Parker Drive

Registered Charitable Number

Primary Contact - Name

Lloyd Michie

Telephone Number

Primary Contact - Mailing Address

█ Parker Drive

Primary Contact - Email

Name of Project or Initiative

Signage regarding the Disney Fan

Description of the project

A sign to be installed at the Bluev

Type of assistance or amount requested

Funding of \$1,000

Community Benefit

Attract tourism- Disney trail

Other funding sources

private donations

Captcha



Submit

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

Notice of Sitting of Court of Revision

Drainage Act, R.S.O. 1990, c. D.17, subs. 46(1) and (2)

To:

Re: ARBUCKLE AND CONGRAM MUNICIPAL DRAINS

(Designation of drainage works)

Take notice that your property is assessed for the improvement of the above mentioned drainage works under section 78 of the *Drainage Act*. Attached is a provisional by-law exclusive of the engineer's report. Details of your assessment are contained in the engineer's report dated 2025/06/04, which has been previously sent to you or is available at on-line.

Date (yyyy/mm/dd)

An owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds:

- Any land or road has been assessed an amount that is too high or too low;
- Any land or road that should have been assessed has not been assessed; and/or
- Due consideration has not been given to the use being made of the land.

Pursuant to section 52(1) of the *Drainage Act*, objections or appeals to the assessment must be forwarded in writing, to the attention of the undersigned, at least ten (10) days prior to the date of the Court of Revision.

The Court of Revision will take place:

Date (yyyy/mm/dd)

2025/08/12

Time

7:30 PM

Location

41342 MORRIS RD, BRUSSELS

Name of Clerk (Last Name, First Name)

HALLAM, TREVOR

Name of Municipality

MUNICIPALITY OF MORRIS-TURNBERRY

Signature of Clerk

Date (yyyy/mm/dd)

2025/07/09

Right of Appeal – Any owner of land or public utility affected by the above mentioned drainage works may appeal to the Referee regarding legal issues or the Agriculture, Food and Rural Affairs Appeal Tribunal regarding technical issues within forty (40) days of the sending of this notice. *Drainage Act*, R.S.O. 1990, c. D.17, subs. 47(1) and 48(1).



**Schedule of Estimated Assessment for Construction
Arbuckle & Congram Municipal Drains**

Property Details					Drainage Act Instruments of Assessment				For Information		
Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Municipality of Morris-Turnberry											
1	1	Pamela Hagen & Robert Szasz	1-054	1.50	\$ -	\$ 144		\$ 144	*	\$ -	\$ 144
1,2	1	Robert & Kelsa Clark	1-055	15.00	\$ -	\$ 1,263		\$ 1,263	\$ 421	\$ -	\$ 842
3,4	1	Haines Beef Farms Ltd.	1-056	5.20	\$ -	\$ 520		\$ 520	\$ 173	\$ -	\$ 347
3	1	Haines Beef Farms Ltd.	1-057	0.54	\$ -	\$ 154		\$ 154	\$ 51	\$ -	\$ 103
1	2	David Golley	2-035	38.40	\$ 22,369	\$ 4,783		\$ 27,152	\$ 9,051	\$ 5,190	\$ 12,911
2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	25.90	\$ 31,371	\$ 2,177	\$ 15,840	\$ 49,388	\$ 16,463	\$ 10,000	\$ 22,925
Total Assessments on Lands (Municipality of Morris-Turnberry)					\$ 53,740	\$ 9,041	\$ 15,840	\$ 78,621	\$ 26,159	\$ 15,190	\$ 37,272
Jamestown Road		Municipality of Morris-Turnberry		1.80	\$ -	\$ 453		\$ 453			\$ 453
County Road 4		Huron County		6.40	\$ -	\$ 3,401		\$ 3,401			\$ 3,401
Total Assessments on Roads (Municipality of Morris-Turnberry)					\$ -	\$ 3,854	\$ -	\$ 3,854			\$ 3,854
Total Assessments Arbuckle (Municipality of Morris-Turnberry)					\$ 53,740	\$ 12,895	\$ 15,840	\$ 82,475	\$ 26,159	\$ 15,190	\$ 41,126
Township of North Huron											
41	12	Haines Beef Farms Ltd.	12-030	3.80	\$ -	\$ 524		\$ 524	\$ 175	\$ -	\$ 349
41	12	Robert Chettleburgh	12-031	16.40	\$ -	\$ 2,452		\$ 2,452	\$ 817	\$ -	\$ 1,635
42	12	P D Schlegel Ltd.	12-032	4.90	\$ -	\$ 1,173		\$ 1,173	\$ 391	\$ -	\$ 782
42	12	William Haines	12-033	40.20	\$ -	\$ 4,827		\$ 4,827	\$ 1,609	\$ -	\$ 3,218
40	13	Wawanosh Veal Inc.	13-026	2.60	\$ -	\$ 358		\$ 358	\$ 119	\$ -	\$ 239
41	13	Jeremy Hessels	13-027	3.60	\$ -	\$ 497		\$ 497	\$ 166	\$ -	\$ 331
41	13	William Versteeg	13-028	18.20	\$ -	\$ 2,509		\$ 2,509	\$ 836	\$ -	\$ 1,673
42	13	Wayne Hopper	13-029	44.90	\$ -	\$ 4,320		\$ 4,320	\$ 1,440	\$ -	\$ 2,880
42	13	Kevin Dejong	13-029-01	1.70	\$ -	\$ 621		\$ 621	*	\$ -	\$ 621
42	13	Debora Hopper	13-029-03	1.10	\$ -	\$ 154		\$ 154	*	\$ -	\$ 154
42	13	Huron County	13-031	3.10	\$ -	\$ 1,861		\$ 1,861	*	\$ -	\$ 1,861
42	13	Debra Appleby	13-033	0.23	\$ -	\$ 23		\$ 23	*	\$ -	\$ 23
Total Assessments on Lands (Township of North Huron)					\$ -	\$ 19,319	\$ -	\$ 19,319	\$ 5,553	\$ -	\$ 13,766
Reid Road		Township of North Huron		3.50	\$ -	\$ 1,206		\$ 1,206			\$ 1,206
Total Assessments on Roads (Township of North Huron)					\$ -	\$ 1,206	\$ -	\$ 1,206			\$ 1,206
Total Assessments Arbuckle (Township of North Huron)					\$ -	\$ 20,525	\$ -	\$ 20,525	\$ 5,553	\$ -	\$ 14,972
Total Assessments Arbuckle					\$ 53,740	\$ 33,420	\$ 15,840	\$ 103,000	\$ 31,712	\$ 15,190	\$ 56,098

Project Reference
Number MT-005

Schedule "C" - Schedule of Estimated Assessment for Construction

Page 1

**Schedule of Estimated Assessment for Construction
Arbuckle & Congram Municipal Drains**

Congram Drain	Property Details				Drainage Act Instruments of Assessment				For Information			
	Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
	Municipality of Morris-Turnberry											
	1	1	Pamela Hagen & Robert Szasz	1-054	1.50	\$ -	\$ 676		\$ 676	*	\$ -	\$ 676
	1,2	1	Robert & Kelsa Clark	1-055	15.00	\$ -	\$ 7,030		\$ 7,030	\$ 2,343	\$ -	\$ 4,687
	3,4	1	Haines Beef Farms Ltd.	1-056	5.20	\$ -	\$ 3,109		\$ 3,109	\$ 1,036	\$ -	\$ 2,073
	3	1	Haines Beef Farms Ltd.	1-057	0.54	\$ -	\$ 922		\$ 922	\$ 307	\$ -	\$ 615
	1	2	David Golley	2-035	3.50	\$ 1,495	\$ 58		\$ 1,553	\$ 518	\$ 500	\$ 535
	2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	3.60	\$ 15,984	\$ 1,196		\$ 17,180	\$ 5,727	\$ 8,150	\$ 3,303
	Total Assessments on Lands (Municipality of Morris-Turnberry)						\$ 17,479	\$ 12,991	\$ -	\$ 30,470	\$ 9,931	\$ 8,650
Jamestown Road			Municipality of Morris-Turnberry		1.80	\$ 5,111	\$ 980		\$ 6,091			\$ 6,091
County Road 4			Huron County		0.85	\$ -	\$ 742		\$ 742			\$ 742
Total Assessments on Roads (Municipality of Morris-Turnberry)						\$ 5,111	\$ 1,722	\$ -	\$ 6,833	\$ -	\$ -	\$ 6,833
Total Assessments Congram (Municipality of Morris-Turnberry)						\$ 22,590	\$ 14,713	\$ -	\$ 37,303	\$ 9,931	\$ 8,650	\$ 18,722
Township of North Huron												
42	13	Wayne Hopper	13-029	3.90	\$ -	\$ 2,331		\$ 2,331	\$ 777	\$ -	\$ 1,554	
42	13	Debora Hopper	13-029-03	0.90	\$ -	\$ 729		\$ 729	*	\$ -	\$ 729	
42	13	Debra Appleby	13-033	0.23	\$ -	\$ 137		\$ 137	*	\$ -	\$ 137	
Total Assessments on Lands (Township of North Huron)						\$ -	\$ 3,197	\$ -	\$ 3,197	\$ 777	\$ -	\$ 2,420
Total Assessments Congram Drain						\$ 22,590	\$ 17,910	\$ -	\$ 40,500	\$ 10,708	\$ 8,650	\$ 21,142

- Notes: 1. "*" Denotes Lands not eligible for ADIP Grants.
2. The Special Benefit Assessment (Sec. 24) has been used to separate the benefit portion of the farm crossing from the normal benefit assessment.
3. The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).

Project Reference
Number MT-005

Schedule "C" - Schedule of Estimated Assessment for Construction

Page 2

**Schedule of Estimated Assessment for Construction
Arbuckle & Congram Municipal Drains**

Property Details					Summary of Assessment			For Information		
Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Arbuckle Drain	Congram Drain	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Municipality of Morris-Turnberry										
1	1	Pamela Hagen & Robert Szasz	1-054	1.50	\$ 144	\$ 676	\$ 820	*	\$ -	\$ 820
1,2	1	Robert & Kelsa Clark	1-055	15.00	\$ 1,263	\$ 7,030	\$ 8,293	\$ 2,764	\$ -	\$ 5,529
3,4	1	Haines Beef Farms Ltd.	1-056	5.20	\$ 520	\$ 3,109	\$ 3,629	\$ 1,210	\$ -	\$ 2,419
3	1	Haines Beef Farms Ltd.	1-057	0.54	\$ 154	\$ 922	\$ 1,076	\$ 359	\$ -	\$ 717
1	2	David Golley	2-035	38.40	\$ 27,152	\$ 1,553	\$ 28,705	\$ 9,568	\$ 5,690	\$ 13,447
2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	25.90	\$ 49,388	\$ 17,180	\$ 66,568	\$ 22,189	\$ 18,150	\$ 26,229
Total Assessments on Lands (Municipality of Morris-Turnberry)					\$ 78,621	\$ 30,470	\$ 109,091	\$ 36,090	\$ 23,840	\$ 49,161
Jamestown Road				Municipality of Morris-Turnberry	1.80	\$ 453	\$ 6,091	\$ 6,544		\$ 6,544
County Road 4				Huron County	6.40	\$ 3,401	\$ 742	\$ 4,143		\$ 4,143
Total Assessments on Roads (Municipality of Morris-Turnberry)					\$ 3,854	\$ 6,833	\$ 10,687	\$ -	\$ -	\$ 10,687
Total Assessments (Municipality of Morris-Turnberry)					\$ 82,475	\$ 37,303	\$ 119,778	\$ 36,090	\$ 23,840	\$ 59,848
Township of North Huron										
41	12	Haines Beef Farms Ltd.	12-030	3.80	\$ 524	\$ -	\$ 524	\$ 175	\$ -	\$ 349
41	12	Robert Chettleburgh	12-031	16.40	\$ 2,452	\$ -	\$ 2,452	\$ 817	\$ -	\$ 1,635
42	12	P D Schlegel Ltd.	12-032	4.90	\$ 1,173	\$ -	\$ 1,173	\$ 391	\$ -	\$ 782
42	12	William Haines	12-033	40.20	\$ 4,827	\$ -	\$ 4,827	\$ 1,609	\$ -	\$ 3,218
40	13	Wawanosh Veal Inc.	13-026	2.60	\$ 358	\$ -	\$ 358	\$ 119	\$ -	\$ 239
41	13	Jeremy Hessels	13-027	3.60	\$ 497	\$ -	\$ 497	\$ 166	\$ -	\$ 331
41	13	William Versteeg	13-028	18.20	\$ 2,509	\$ -	\$ 2,509	\$ 836	\$ -	\$ 1,673
42	13	Wayne Hopper	13-029	44.90	\$ 4,320	\$ 2,331	\$ 6,651	\$ 2,217	\$ -	\$ 4,434
42	13	Kevin Dejong	13-029-01	1.70	\$ 621	\$ -	\$ 621	*	\$ -	\$ 621
42	13	Debora Hopper	13-029-03	1.10	\$ 154	\$ 729	\$ 883	*	\$ -	\$ 883
42	13	Huron County	13-031	3.10	\$ 1,861	\$ -	\$ 1,861	*	\$ -	\$ 1,861
42	13	Debra Appleby	13-033	0.23	\$ 23	\$ 137	\$ 160	*	\$ -	\$ 160
Total Assessments on Lands (Township of North Huron)					\$ 19,319	\$ 3,197	\$ 22,516	\$ 6,330	\$ -	\$ 16,186
Reid Road				Township of North Huron	3.50	\$ 1,206	\$ -	\$ 1,206		\$ 1,206
Total Assessments on Roads (Township of North Huron)					\$ 1,206	\$ -	\$ 1,206	\$ -	\$ -	\$ 1,206
Total Assessments (Township of North Huron)					\$ 20,525	\$ 3,197	\$ 23,722	\$ 6,330	\$ -	\$ 17,392
Total Assessments										
Arbuckle & Congram Municipal Drains					\$ 103,000	\$ 40,500	\$ 143,500	\$ 42,420	\$ 23,840	\$ 77,240

Notes: 1 ** Denotes Lands not eligible for ADIP Grants.
2 The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor Heffer and Council

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

DATE: August 5, 2025

SUBJECT: McCall Municipal Drain

RECOMMENDATION

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the McCall Municipal Drain, as described in the request submitted by Cranbrook Swine Incorporated 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 Agri-business, and parties who requested the improvement under Section 78(1).

AND FURTHER that the request submitted for Drain Improvement to the McCall Municipal Drain for 83304 Clyde Line, being Concession 9, South Part Lot 16, be accepted under Section 78 of the Drainage Act and that Headway Engineering be appointed to prepare a drainage report.

*Moved by
Seconded by*

BACKGROUND

A Notice of Request for Drain Improvement was received on July 15, 2025. The request submitted is for a new farm crossing to be installed along with approach areas.

The McCall Municipal Drain was originally constructed in 1910 under a report prepared by John Roger. It is an open channel with approximately 3,400 acres out letting into it from Morris Turnberry lands and roads.

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 Agri-business (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 Chuck Terpstra and Headway Engineering, 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 OMAFA 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

Huron County GIS map
McCall Municipal Drain Plan
Section 78 Notice of Request for Drain Improvement

OTHERS CONSULTED

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

Respectfully submitted,



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



**Notice of Request for Drain
Major Improvement
Drainage Act, R.S.O.
1990, c. D.17, subs. 78 (1.1)**

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

Re: McCall Municipal 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; (NEW FARM CROSSING) CT
- ☐ 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:

CONSTRUCT + INSTALL A NEW FARM CROSSING
ON EASTERLY SIDE OF FARM IN THE McCall MUNICIPAL
DRAIN.

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

<u>Lot 16 South Pt Con 9 Morris</u>	<u>833041 Clyde Line.</u>
Ward or Geographic Township <u>Morris Twp</u>	Parcel Roll Number

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 Cranbrook Swire Inc

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 <u>Terpstra</u>	First Name <u>Chuck</u>	Middle Initial <u>O</u>
------------------------------	----------------------------	----------------------------

Mailing Address

Unit Number	Street/Road Number <u>43970</u>	Street/Road Name <u>Newry Rd</u>	PO Box
City/Town <u>Brussels</u>	Province <u>Ontario</u>	Postal Code <u>N0G 1H0</u>	

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
------------------	------------------------------	--------------------------

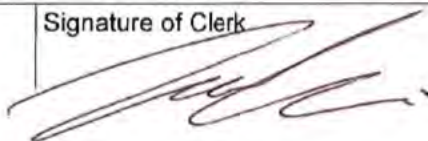
To be completed by recipient municipality:

Notice filed this 15 day of July 20 25

Name of Clerk (Last, First Name)

Hallam, Trevor

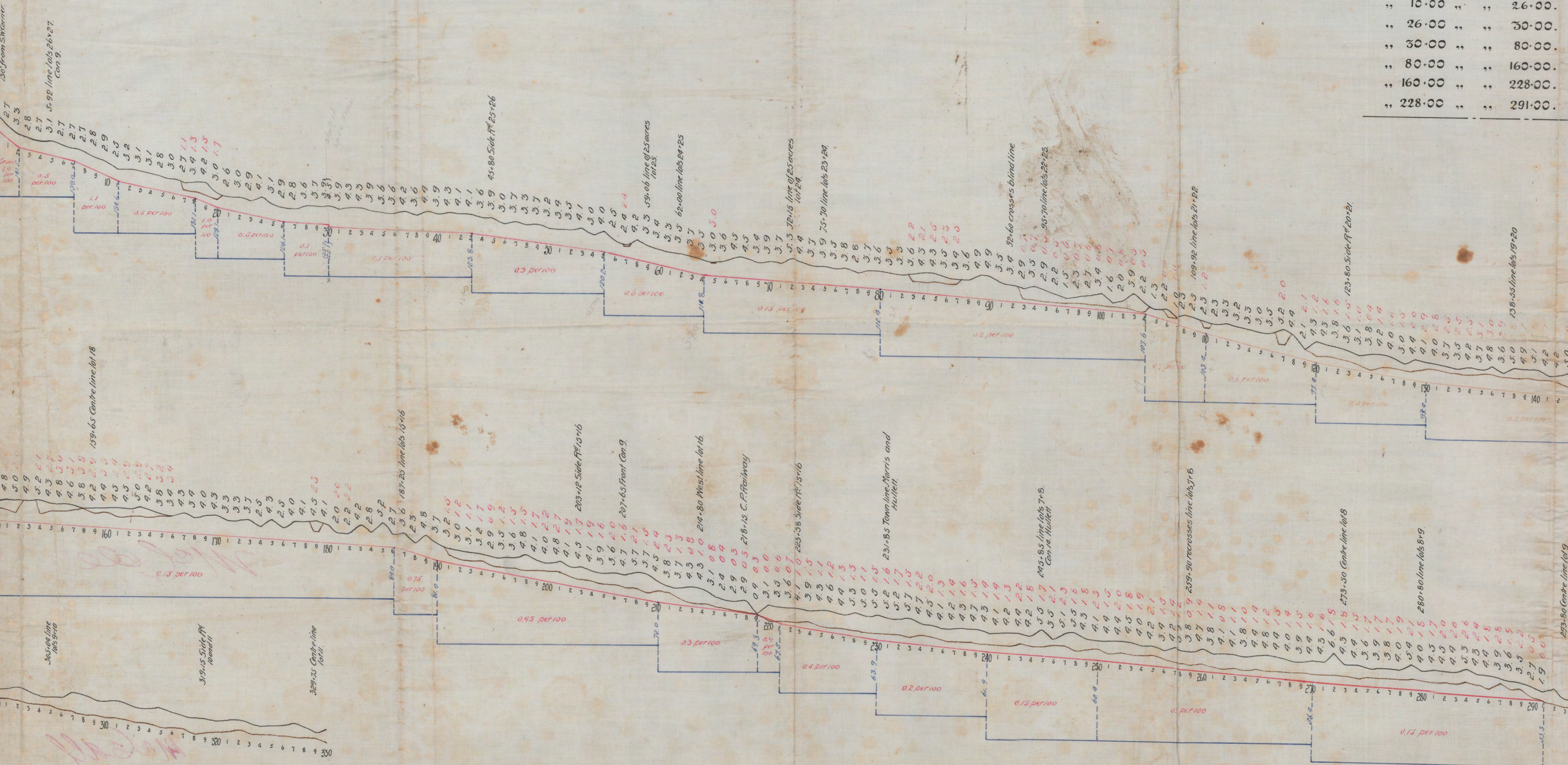
Signature of Clerk



MORRIS.

Stake 0+00 to stake 10+00.

10.00	26.00
26.00	30.00
30.00	80.00
80.00	160.00
160.00	228.00
228.00	291.00





Con 9
Pt Lot 16
Cranbrook Swine
Inc.

Clyde Line

McCall Municipal Drain

Walton Road

Proposed crossing location

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor Heffer and Council

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

DATE: August 8, 2025

SUBJECT: Kelly Municipal Drain

RECOMMENDATION

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the Kelly Municipal Drain, as described in the request submitted by H.J. Sieber Farms Limited 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 Agribusiness, and parties who requested the improvement under Section 78(1).

AND FURTHER that the request submitted for Drain Improvement to the Kelly Municipal Drain for 40851 Moncrieff Road, being Concession 9, North Part Lot 8, be accepted under Section 78 of the Drainage Act and that Headway Engineering be appointed to prepare a drainage report.

*Moved by
Seconded by*

BACKGROUND

A Notice of Request for Drain Improvement was received on August 6, 2025. The request submitted is for a new farm crossing to be installed along with approach areas.

The Kelly Municipal Drain was originally constructed in 1949 under a report prepared by S. W. Archibald. It is an open channel with approximately 4,200 acres out letting into it from Morris Turnberry lands and roads with an additional 350 acres from North Huron.

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 Agri-business (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 H.J. Sieber Farms Limited and Headway Engineering, 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 OMAFA 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

Huron County GIS map
Kelly Municipal Drain Plan
Section 78 Notice of Request for Drain Improvement

OTHERS CONSULTED

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

Respectfully submitted,



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



**Notice of Request for Drain
Major Improvement
Drainage Act, R.S.O.
1990, c. D.17, subs. 78 (1.1)**

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

Re: Kelly Municipal 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:

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

N Lot 8 Concession 9

Ward or Geographic Township

Morris-Turnberry

Parcel Roll Number

40 60 540 009 00800 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**Corporation**

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

Corporation (The individual with authority to bind the corporation must sign the form)

Name of Signing Officer (Last, First Name) (Type/Print)

Helga Hasenberger

Position Title

President

Name of Corporation

H.J. Sieber Farms Ltd.

I have the authority to bind the Corporation.

Signature

Date (yyyy/mm/dd)

2025/07/31

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

Last Name

Sieber

First Name

Christina

Middle Initial

V

Mailing Address

Unit Number

Street/Road Number

Street/Road Name

PO Box

City/Town

Province

Ontario

Postal Code

Telephone Number

Cell Phone Number (Optional)

Email Address (Optional)

To be completed by recipient municipality:

Notice filed this 6th day of August 2025

Name of Clerk (Last, First Name)

Habbam, Trevor

Signature of Clerk





Showing location of

KELLY-DRAIN

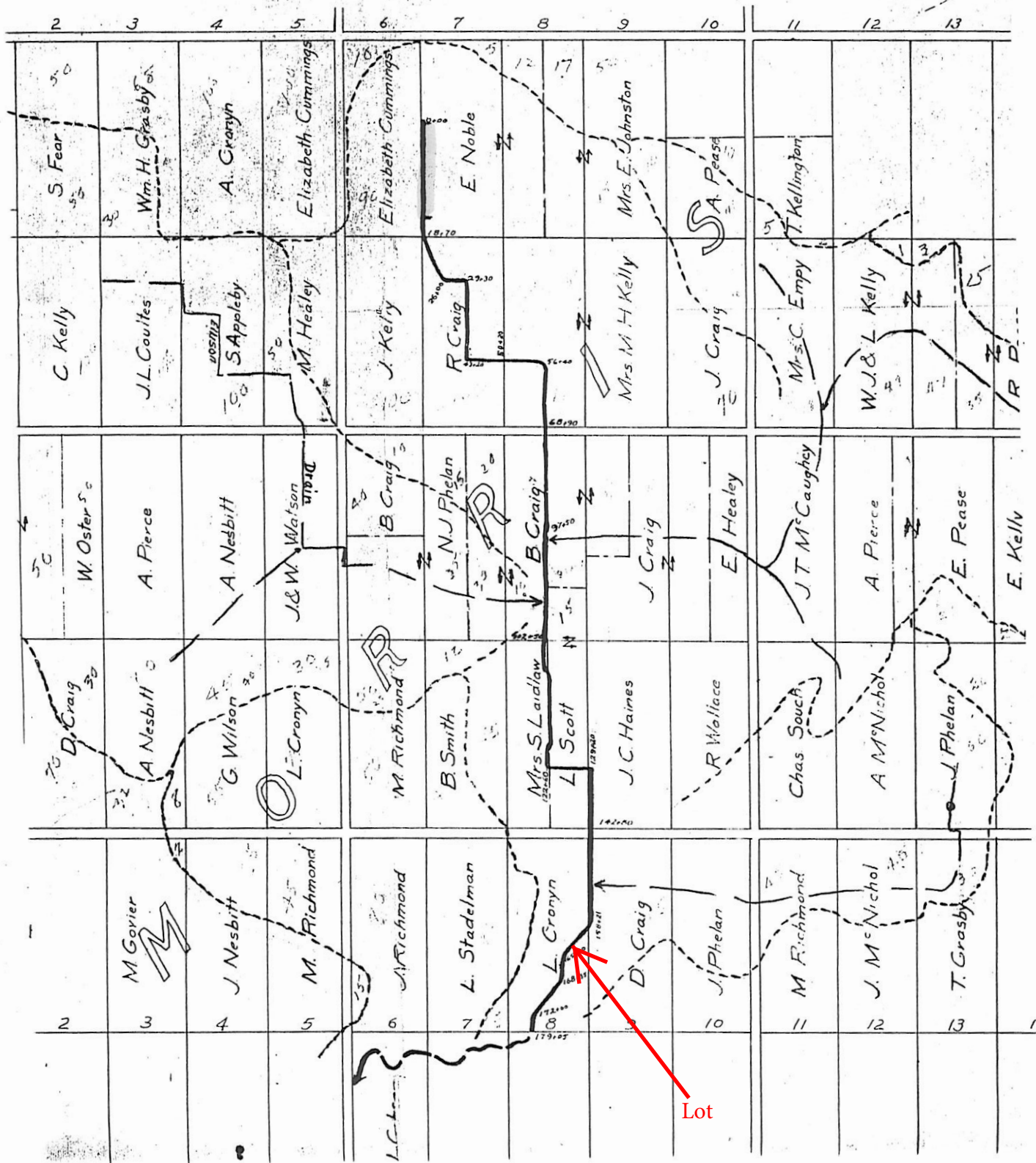
In The Township of

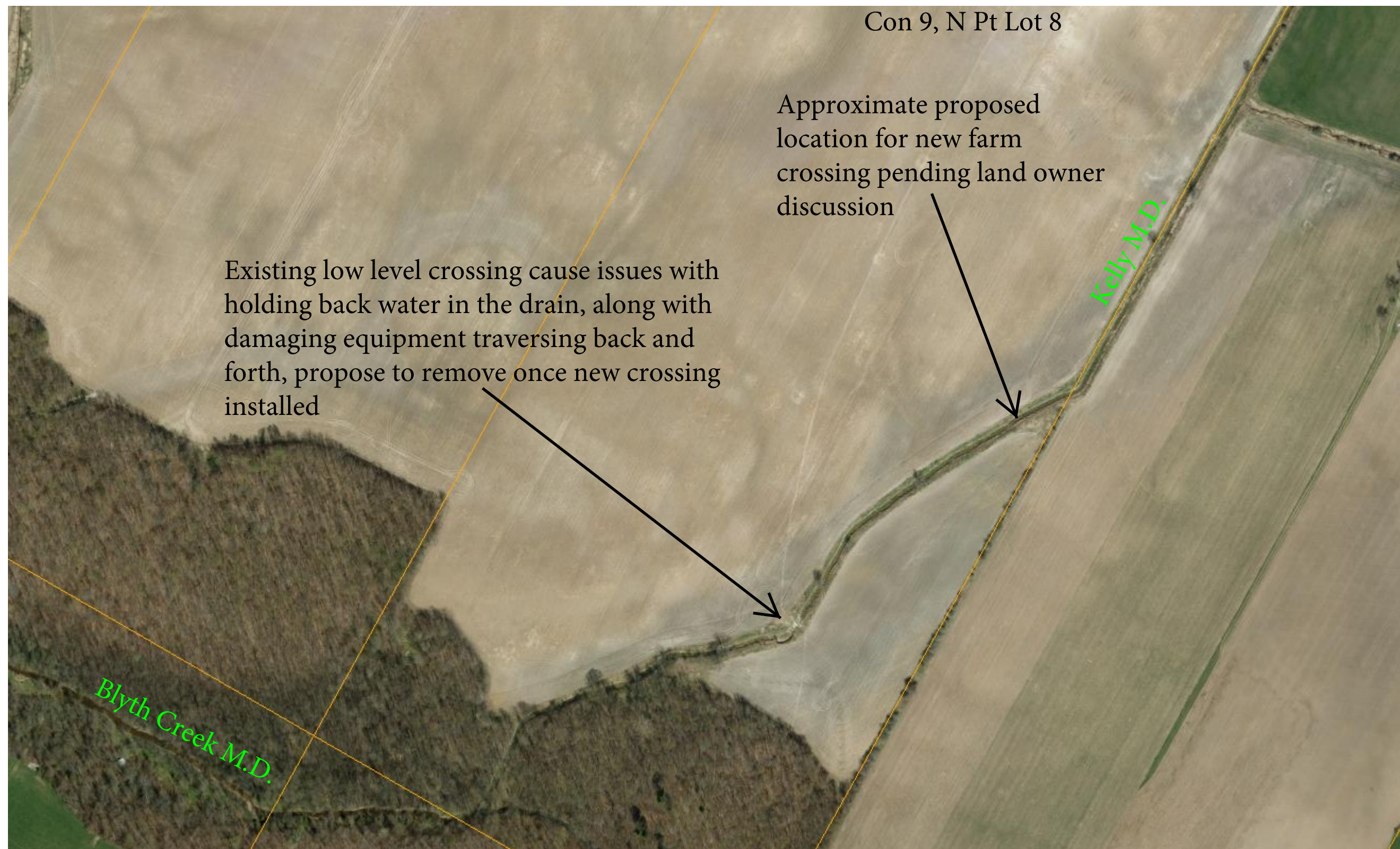
MORRIS

Scale - 1500' = 1"

LONDON Ont
23 Mar. 1949.

Whitchurch
O.K.S.





Con 9, N Pt Lot 8

Approximate proposed
location for new farm
crossing pending land owner
discussion

Existing low level crossing cause issues with
holding back water in the drain, along with
damaging equipment traversing back and
forth, propose to remove once new crossing
installed

Kelly M.D.

Blyth Creek M.D.

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: August 12, 2025

SUBJECT: Bluevale Hall Roof –Request for Proposal Results

RECOMMENDATION

That Council accepts the proposal from Huron Construction for the replacement of the Bluevale Hall roof, and authorizes staff to engage Huron Construction for the project, and execute all required agreements and documents.

BACKGROUND

This spring, staff received a request from Randy Greenaway, the Chair of the Bluevale Community Committee requesting assistance with the procurement process for the replacement of the roof on the Bluevale Hall.

Both staff and the committee have been aware that the replacement of the roof would be required in the coming years. Following ice damage to the gutters and fascia this winter, the extent of which became clearer in the spring, it is prudent to proceed with the replacement as soon as possible.

The roof consists of corrugated steel, with painted aluminum soffit, fascia and gutters. It appears the soffit, fascia and gutters on the south side of the building may be serviceable, but the damage on the north side of the building will require their replacement. The soffit is currently an unvented type, and if sections are being replaced the installation of vented soffit may help avoid ice damming issues in the future.

On June 3rd, council approved draft of a Request for Proposals for the replacement of the roof, to be issued with a submission deadline of July 30th.

COMMENTS

Six proposals were received by the deadline, and an additional submission was received late. A table listing the results is included with this report.

On August 6th, I attended a meeting of the Bluevale Community Committee to present the results and discuss options for financing the repairs.

Being as the building is owned by the municipality and the board is responsible for the operations, capital costs such as the replacement of the roof are the responsibility of the municipality. However, at the August 6th meeting the Committee confirmed a willingness to contribute 1/3 of the cost of the project.

It is recommended that the balance be drawn from reserves. There are sufficient funds in the General Reserve, which is budgeted to have a balance of \$482,035.46 at the end of 2025. Pending the outcome of the work on the Belmore Arena, there may also be funds available from the Recreation Reserve, the opening balance of which was \$ 142,190.64 in 2025. Amounts drawn from either reserve can be repaid over multiple budget years.

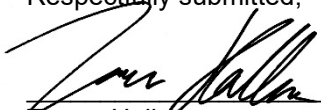
ATTACHMENTS

1. Proposal Submission Results

OTHERS CONSULTED

Bluevale Community Committee
Kirk Livingston, Chief Building Official

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

Firm	Date and Time Received	Proposal Expiry	Start Date:	Completion Date:	Removal and disposal of existing roof steel, ridge cap and trims, soffit, fascia, gutters and downspouts	Supply and install 29 gauge, one inch Century Rib roof steel, ridge cap and necessary trims and flashings	Supply and install colored aluminum vented / plain soffit and fascia	Supply and install aluminum gutters and downspouts, with supporting straps and snow stops	Optional Items (if applicable)	Permits, Environmental fees and levies (if applicable)	Other Charges (If applicable)	TOTAL COST (exl HST)
T. Hamilton & Son Roofing Inc	7/25/2025 9:32	25-Oct	30 days after award	10 days	\$ 3,500.00	\$ 36,700.00	\$ 7,800.00	\$ 11,700.00	N/A	N/A	N/A	\$ 59,700.00
MBR Industrial	7/28/2025 15:18	30-Sep	Not Provided	Not Provided	\$ 11,700.00	\$ 28,700.00	\$ 8,000.00	\$ 9,300.00	\$ 4,800.00	N/A	N/A	\$ 62,500.00
Stybeck Roofing Limited	7/28/2025 17:46	8-Sep	TBD	3 weeks after start	\$ 17,637.05	\$ 23,871.81	\$ 10,032.01	\$ 11,232.29	Upgrade offered at \$2097.98	N/A	\$ 1,722.25	\$ 64,495.41
Huron Construction	7/29/2025 11:50	30-Oct	Sept/Oct	2 weeks after start	\$ 4,000.00	\$ 16,000.00	\$ 5,000.00	\$ 5,750.00	\$ 7,750.00	N/A	\$ 4,900.00	\$ 43,400.00
N1 Construction	7/30/2025 15:21	28-Aug	Sept	Oct	\$ 10,000.00	\$ 31,300.00	\$ 17,900.00	\$ 9,600.00	N/A	\$ 2,000.00	\$ 24,200.00	\$ 95,000.00
Yelden Vision Contracting	7/30/2025 12:59	30-Sep	11-Aug	30-Sep	\$ 20,500.00	\$ 165,250.00	\$ 18,400.00	\$ 7,550.00	\$ 3,785.00	\$ 2,750.00	\$ 8,750.00	\$226,985.00
Tectra Group	7/30/2025 13:25	29-Sep	3-4 weeks after award	4-6 weeks after start	\$ 13,300.00	\$ 46,620.00	\$ 4,100.00	\$ 4,200.00	\$ 14,000.00	\$ 10,640.00	N/A	\$ 92,860.00

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: August 12, 2025

SUBJECT: Extension of Integrity Commissioner, Closed Meeting Investigator and Ombudsman Appointment

RECOMMENDATION

That Aird & Berlis LLP be reappointed as Integrity Commissioner, Closed Meeting Investigator and Ombudsman Services for an additional term of 4 years, by a resolution of Council.

BACKGROUND

Bill 68, the Modernizing Ontario's Municipal Leadership Act, 2017, received Royal Assent on May 30, 2017. The Act required that by March 1, 2019, an Integrity Commissioner be appointed by each municipality.

In 2017 Huron County and all lower tier Municipalities in the County issued a joint RFP for the required services, and two proposals were received. The successful submission was from John Mascarini of Aird & Berlis LLP, and he was appointed by under by-law 75-2018.

In 2021, Council extended the appointment under by-law 45-2021. The agreement for service included with that by-law is set to expire on November 19, 2025, however it also provides an option for extension:

"This agreement can be extended on the same terms and conditions subject to agreement between the parties with respect to the rates set out in Appendix "A" for one (1) additional term of up to four (4) years at the option of the Municipality prior to August 31, 2025."

COMMENTS

Staff recommend that Council take advantage of this extension option to continue the appointment Aird & Berlis LLP as Integrity Commissioner, Closed Meeting Investigator and Ombudsman Services under the provisions of the current agreement for an additional term of 4 years, by resolution.

Under section 4 of the municipality's procurement policy, professional services such as these are exempt from most procurement processes. If Council chooses not to continue the appointment as presented it is recommended that staff be directed to issue an RFP for Integrity Commissioner, Closed Meeting Investigator and Ombudsman services.

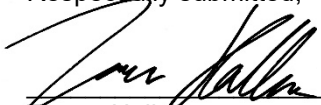
ATTACHMENTS

1. By-Law 45-2021

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 45-2021

Being a by-law to appoint an Integrity Commissioner, Closed Meeting Investigator and Ombudsman for the Municipality of Morris-Turnberry.

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

AND WHEREAS Section 223.3 of the Municipal Act authorizes a municipality to appoint an Integrity Commissioner, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS Section 239.2 of the Municipal Act authorizes a municipality to appoint an Investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation;

AND WHEREAS Section 223.13 of the Municipal Act authorizes a municipality to appoint an Ombudsman who reports to council and whose function is to investigate in an independent manner any decision or recommendation made or act done or omitted in the course of the administration of the municipality, its local boards and such municipally-controlled corporations as the municipality may specify and affecting any person or body of persons in his, her or its personal capacity;

AND WHEREAS Council has enacted By-law 19-2019 being a Code of Conduct for Council which outlines the powers, duties and responsibilities of the Municipality's Integrity Commissioner;

AND WHEREAS Council deems it advisable to appoint an Integrity Commissioner, Closed Meeting Investigator and Ombudsman ("Accountability Officers") for the Municipality of Morris-Turnberry pursuant to the Municipal Act;

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

1. That Aird & Berlis LLP is hereby appointed to provide services as Accountability Officers for the Municipality of Morris-Turnberry pursuant to the terms of the agreement attached hereto and forming part of this by-law.
2. That this by-law supersedes by-law 75-2018.
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.
4. That this by-law shall come into force and effect upon its passage.

Read a FIRST and SECOND time this 21st day of September 2021

Read a THIRD time and FINALLY PASSED this 21st day of September 2021


Mayor, Jamie Hoffer


Clerk, Trevor Hallam

AIRD BERLIS

John Mascarin
Direct: 416.865.7721
E-mail: jmascarin@airdberlis.com

September 13, 2021

Mr. Trevor Hallam
Chief Administrative Officer / Clerk
The Corporation of the Municipality of Morris Turnberry
41342 Morris Road
Brussels, ON N0G 1H0

Dear Mr. Hallam:

Re: Reappointment of Accountability Officers

We are very pleased to be advised that Council for The Corporation of the Municipality of Morris Turnberry (the "Municipality") would like to re-appoint Aird & Berlis LLP to provide services as its Integrity Commissioner, Closed Meeting Investigator and Ombudsman ("Accountability Officers") commencing on November 20, 2021 for a term of four (4) years (until November 19, 2025).

This retainer agreement will set out the terms of our contractual engagement to provide the foregoing services. We will be responsible to provide the services of Integrity Commissioner and Closed Meeting Investigator as those roles are set out in the *Municipal Act, 2001*.

Our fees will be based upon time spent in relation to a matter and the hourly rate of the person performing the service. Our professional rates are set out in Appendix A and will be **fixed for four (4) years**. We will make every reasonable effort to ensure that the services provided by the firm are performed by persons whose hourly rates are commensurate with the skill and experience required by the particular task.

The Municipality acknowledges that each of the foregoing Accountability Officers are statutory officers under the *Municipal Act, 2001* and are entitled to immunity when acting in good faith pursuant section 448. In addition, with respect to the Integrity Commissioner, the Municipality also agrees to indemnify and save harmless Aird & Berlis LLP in any defence or response to any report or investigation in a judicial or other investigation, proceeding or hearing, and from any and all costs, claims, demands, suits, actions or judgments brought or recovered against the firm in relation to the provision of services by the firm, including any costs, claims, demands, suits, actions or judgment brought or recovered against the firm by any person including a member of Council in his or her personal capacity or in their capacity as a member of the Council provided that:

- (i) we have acted honestly and in good faith in the performance of the services;
- (ii) we have reasonable grounds to believe we acted in accordance with the scope of our authority under this agreement and the *Municipal Act, 2001*; and
- (iii) we have reasonable grounds to believe our conduct was lawful.

As you are aware from time to time law firms, including ourselves, may find ourselves acting in situations or for other clients who may be adverse in interest to the Municipality. Without your prior consent, we will not act for others in circumstances which are materially adverse to the Municipality in relation to this general or any specific retainer, for so long as (i) this particular retainer is ongoing, and, (ii) we have material relevant to confidential information related to this retainer (it being understood that information shall not be deemed confidential if such information is otherwise in the public domain or is superseded by subsequent facts or events). In circumstances other than in this specific retainer, the Municipality agrees that we may act, both during and after our retainer by the Municipality, for other clients whose interests are or potentially may be adverse in interest to those of the Municipality. In such circumstances, the Municipality acknowledges that Aird & Berlis LLP will be free to assume or continue such other retainers so long as it implements, when appropriate, firewall policies to preclude the passage of confidential information. Subject to the aforesaid condition, the Municipality agrees not to contest the entitlement of Aird & Berlis LLP to maintain such other retainer(s).

The Municipality also acknowledges that Aird & Berlis LLP may be retained or engaged on other matters unrelated to this appointment and that such retainers or engagements are not deemed to constitute a conflict of interest. However, should a matter arise for consideration by any of the Accountability Officers that directly involves any file that Aird & Berlis LLP is handling or involved with or has handled and was involved with, we will recuse ourselves from dealing with the matter and will delegate our powers and duties to another qualified accountability officer in consultation with the Municipality.

All accounts are expected to be paid within 30 days, or interest will be charged. Any matter which has an account outstanding for more than 60 days will be rendered inactive, and no additional work can be done on files, until all accounts are brought current failing which Aird & Berlis LLP will be entitled to withdraw its services.

Both Aird & Berlis LLP and the Municipality recognize that the services provided by Aird & Berlis LLP shall be subject to a strict statutory duty of confidentiality under the *Municipal Act, 2001*. We agree to submit detailed invoices for our services, however, such invoices may disclose confidential information to the Municipality relating to the services provided. Such invoices will be provided in strict confidence and the Municipality agrees not to disclose the contents thereof except to the CAO all other information remaining strictly confidential and not subject to disclosure.

Aird & Berlis LLP also relies on the provisions of s. 10 of *Municipal Freedom of Information and Protection of Privacy Act* and identifies all matters contained in its invoices relating to rates, personnel, work approach and methodology as strictly confidential third party commercial and proprietary information which has been expressly supplied to the Municipality in confidence. Both Aird & Berlis LLP and the Municipality acknowledge that the total amount of legal fees and disbursements in any individual invoice or the total global amount charged in legal fees and disbursements may be publicly disclosed.

With respect to this retainer agreement, Aird & Berlis LLP also relies on the provisions of s. 10 of *Municipal Freedom of Information and Protection of Privacy Act* and identifies all matters contained in this agreement relating to rates, personnel, work approach and methodology as strictly confidential third party commercial and proprietary information which has been expressly supplied to the Municipality in confidence.

AIRD BERLIS

September 13, 2021
Page 3

This agreement can be extended on the same terms and conditions subject to agreement between the parties with respect to the rates set out in Appendix "A" for one (1) additional term of up to four (4) years at the option of the Municipality prior to August 31, 2025.

To formally evidence our retainer, we would ask that you sign a duplicate of this letter indicating your acceptance of these terms, and return it to the undersigned. We are not requesting a monetary retainer or a standby monthly retainer for our services which are to be provided on a case-by-case basis when required.

This retainer letter further incorporates our standard service terms, which are attached. Please note that Section 34 is expressly exempted. If you have any questions or comments or wish to supplement our instructions in any way or otherwise confer with us, please do not hesitate to call me. Otherwise, please sign and return the enclosed copy of this letter. Again, thank you for retaining Aird & Berlis LLP.

Yours truly,

AIRD & BERLIS LLP



John Mascarin
Partner

AGREED this 21 day of September, 2021

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



Trevor Hallam
Chief Administrative Officer / Clerk



Jamie Heffer
Mayor

We have authority to bind the corporation.

AIRD BERLIS

APPENDIX “A”

Lawyer, Title, Year of Call	Hourly Rate
John Mascarin, Partner, 1989	\$775.00
Meghan Cowan, Partner, 2013	\$525.00
Laura Dean, Associate, 2015	\$480.00
Meaghan Barrett, Associate, 2016	\$470.00
Daria Peregoudova, Associate, 2017	\$430.00
John Pappas, Associate, 2020	\$370.00
Amelia McLeod, Associate, 2021	\$335.00

Notes:

1. The foregoing rates are fixed for a four-year term.
2. The foregoing rates do not include taxes or disbursements.

Disbursements: Photocopies/Printing: \$0.10/page
 Mileage: \$0.58/km

Filing, courier, parking charges, accommodation, meals and other such costs will be included in Aird & Berlis’ detailed invoice at the actual amount paid to a third party.



Aird & Berlis LLP Standard Terms for All Client Matters

Application

1. These standard terms apply to any matter for which Aird & Berlis LLP (Aird & Berlis or the Firm) is engaged to provide legal services, subject to any other terms that may be agreed in writing in an engagement letter. They apply whether the client is an individual or an organization. Where these standard terms conflict with the terms of an engagement letter, those latter terms will prevail.

Your Aird & Berlis Team

2. One or more Aird & Berlis partners will have primary responsibility for supervising all legal work we undertake for you. A matter is normally assigned to one or two lawyers of the Firm, who may request others to assist from time to time. The partner with primary responsibility will also determine the appropriate additional staffing for each matter and whether it is appropriate to consult with other Firm lawyers and other legal professionals in highly specialized areas of law. Lawyers and other professionals will be assigned to assist on the basis of their experience and expertise, the nature and scope of the issues, and the applicable time constraints. We will make every effort to assign professionals at the appropriate level of skill and hourly rate. We would be pleased to discuss the staffing of any matter with you.

Scope of our Engagement

3. Our professionals are qualified to provide advice only on Canadian law and cannot give advice on foreign law. Where necessary, and with your consent, we may retain local counsel in other jurisdictions. We cannot accept instructions which are in conflict with legal professionals' duties to the court, other lawyers or the public, as set out in the *Rules of Professional Conduct* of the Law Society of Ontario. Any issues in this regard will be reviewed with you as necessary by the partner primarily responsible for your matter.
4. We will express opinions concerning your matter and various potential courses of action as well as the results that may be anticipated. The Firm does not, however, make any promises or give any guarantees as to the disposition of any particular matter. The opinions expressed by our professionals are opinions as lawyers and not an assurance of any particular outcome.
5. While we will provide legal services with a view to helping you achieve your financial and business objectives, you should rely on your internal experts or other advisors for financial and business advice.
6. We will not advise you in respect of the tax aspects of a matter unless it is specifically agreed in writing that such tax advice will be included in the matter.

AIRD BERLIS

7. We rely on you to provide full disclosure of all facts and circumstances relevant to your matter, respond fairly to all questions and provide reasonable and prompt instructions when requested. As information changes, or requires clarification, or unforeseen events arise, consequential changes to your legal team, our advice, our fees and timelines for completion of your matter may be required.
8. Where our client is an organization, we will accept instructions from anyone within the organization who has apparent authority in connection with a particular matter, unless otherwise instructed. Where our client is an individual, we will accept instructions from that individual only, unless otherwise instructed.
9. In acting for you, we are not acting for, or taking on any responsibilities, obligations or duties, to any other persons or entities (such as company shareholders, directors or officers, parent, subsidiaries, affiliates, partners, joint venturers or fellow members of a trade association or other organization), and no lawyer-client or other relationship exists or will exist between Aird & Berlis and any such related persons or entities by reason of our acting for you.

Your Confidential Information

10. As lawyers, we are governed by the rules of the Law Society of Ontario, legislation and the common law regarding client confidentiality and privilege. We will maintain your privilege and the confidentiality of your information in accordance with our professional obligations.
11. We may retain your file documents and other information in electronic format only, unless otherwise required by law or instructed by you in writing.
12. We use computer programs to offer our clients effective and efficient service. These programs are third-party programs, and hosted either onsite at Aird & Berlis or remotely by a third party or in a cloud environment. We use industry-standard protection and contractual measures with these third parties to protect the information collected, stored or processed through their programs. No environment (online or offline) is 100% secure and third-party intrusions, unauthorized access and data breaches (collectively, unauthorized access) can happen. The limit of our aggregate liability to you for any claim arising out of any and all unauthorized access involving the computer systems and programs that we use is \$10,000.
13. Where a material matter is concluded, you agree to allow us to disclose that we represented you and to post summary public information about the matter on our website, in social media and other Firm publications and promotional material, and to provide this information to rankings services and legal publications.
14. The provision of legal services usually results in the creation and use of specific documents. Subject to the obligations imposed by solicitor-client privilege, we retain the copyright and any other intellectual property rights in all documents prepared or used in the conduct of any matter on your behalf which are authored, in whole or part, by the lawyers, law students, law clerks or other employees of the Firm.

AIRD BERLIS

How We Manage Conflicts

15. It is possible that an adverse relationship may exist, or may develop in the future, between you and another of our clients.
16. In retaining us, you agree that we may represent other clients (some of which may be engaged in business activities which compete with yours) on matters that may be considered adverse to you or your interests, so long as we have not been engaged by you on the specific matter for which the other client seeks representation. Where we are permitted to do so, we will advise you of such issues when they arise. You will not assert our representation of you as grounds for disqualifying us from representing another client in any such matter.
17. We have policies and procedures in place for the creation and maintenance of "ethical walls", when required, between Aird & Berlis lawyers representing clients whose matters may be adverse in interest. The intent of these policies and procedures is to ensure that your confidential information will not be disclosed to or used for the benefit of any other client without your consent. We may ask for your consent if you and another party retain us jointly on a matter.
18. You should feel free to obtain independent legal advice as to the implications of your agreement to these terms.

Fees, Disbursements and Transfers

19. Our fees are generally based on the time spent by lawyers and others on a matter, and are charged at hourly rates. Time is charged in increments of one-tenth of an hour (minimum of one-tenth of an hour). Hourly rates are adjusted periodically (typically in January) to reflect the experience, capability and seniority of our professionals and staff, as well as general economic factors. At your request, the responsible partner will provide you with more specific information about our rates. Our hourly rate information is confidential information of the Firm, disclosed to you solely for the purposes of the engagement to provide you with legal services. You will not:
 - (a) use the information for any other purpose, or
 - (b) disclose the information to any third party without the Firm's prior written consent.
20. Although the time spent on a matter is a significant factor in determining our fees, other factors may affect the total, including:
 - (a) the amount at issue in the matter,
 - (b) particularly favourable results obtained
 - (c) time limitations imposed by you or by the circumstances of the matter, and
 - (d) whether working on the matter will preclude or limit us from rendering services to other clients.

AIRD BERLIS

Our fees are for the services provided and will not be affected by the fact that a particular transaction is not completed.

21. We require clients to pay a monetary retainer on account of fees and disbursements. This money is kept in a trust account, and is used for disbursements as they are incurred and applied to payment of fees when the final account is rendered. The amount of the retainer will vary with the nature and complexity of the matter. Additional retainers may be required from time to time as the matter progresses, in order to cover the fees and disbursements for the next phase of the legal services to be rendered.
22. In some circumstances, we may require the principals or shareholders of an organization or an individual to provide a personal guarantee to ensure that our account is paid.
23. We expect that all invoices will be paid within 30 days. After that time, interest will be charged at the applicable rate disclosed in the invoice. Any matter which has an invoice outstanding for more than 90 days will be rendered inactive, and no more work can be done on any matter for which you are responsible for payment until all invoices are current. We will notify you if your account is not kept current. Where your account is delinquent, we will be entitled to terminate our engagement and pursue collection, in which case you agree to pay the costs of collection, including court costs and reasonable legal fees. Where our withdrawal from our engagement requires the approval of a court, you will consent to the Firm's application for approval to withdraw.
24. In addition to our professional fees, our invoices will include applicable disbursements and taxes incurred on your behalf. It may be necessary to invoice you for such costs after we have rendered an account for the substantial work on your matter. For larger disbursements, we may request funds in advance or forward invoices to you for direct payment.
25. You will be responsible for payment of the fees and disbursements of:
 - (a) any other law firms retained by us on your behalf to provide advice on the laws of other jurisdictions, and
 - (b) experts, consultants or other third-party service providers retained by us on your behalf.
26. We will charge you our applicable rates to hold or maintain corporate, real estate, estate or similar registers, records or regulatory materials in relation to our retainer or an engagement. We will return such records to you at your request, provided all outstanding fees and disbursements have been paid.
27. Where you instruct us to bill a third party for its services, you will be responsible for any amount of our invoice which is not paid by the third party.
28. Accounts for legal services in Canada are subject to Harmonized Sales Tax.

AIRD BERLIS

29. You are strongly encouraged to make payments and other transfers of funds by wire transfer, as electronic funds transfers (ETFs), bank drafts and certified cheques may be recalled or cancelled. Where funds are transferred by ETF, bank draft or certified cheque, you will indemnify us in the event that the payment instrument is recalled or cancelled.

Privacy

30. In the course of acting for you, you may disclose to us (and we may collect, use and disclose) personal information that is subject to applicable privacy laws. Our handling of personal information is set out in our privacy policy, which can be found at airdberlis.com, or by contacting a member of your legal service team. We will collect, use or disclose that personal information for the sole purpose of providing our services to you, enforcing your or our rights or otherwise as required or permitted by law.

Electronic Communications

31. We will communicate with you and provide documents through various forms of electronic communications, including unencrypted e-mail. You may also correspond or provide documents to us through electronic means. Those electronic communications may contain information or documents that are confidential or privileged, unless you instruct us in writing not to send such information or documents electronically.

Our invoices may be sent to you in electronic or paper format; if electronic, we will e-mail them to you at the address you have provided, unless otherwise instructed in writing.

32. As noted, electronic communication is not 100% secure. There is a risk that any electronic communications may be intercepted or interfered with by third parties or may contain computer viruses. We also employ filtering techniques (e.g., anti-spam software) which might interfere with the timely delivery of electronic communications. We will not be responsible to you for any claims, damages, expenses or legal costs (collectively, claims) arising directly or indirectly from or related to computer viruses or any interception or interference, delay or non-delivery, of an electronic communication, including claims caused by the acts or omissions of third parties.
33. You will promptly report to us any concerns about the authenticity or timing of any electronic communication purportedly sent by us.

Termination

34. You may terminate an engagement or our retainer to provide legal services for any reason on written notice to us. On termination, all unpaid legal fees and disbursements become immediately due and payable, whether or not an invoice for them has been issued. Unpaid legal fees and disbursements may give rise to a solicitor's lien, entitling us to retain documents of yours until we are paid. At our request, you will sign an acknowledgment that our legal representation of you is terminated.

35. We may stop performing legal services and terminate our legal representation of you for any reason permitted by the rules of the Law Society of Ontario, including unanticipated conflicts of interest or unpaid legal fees and disbursements.
36. Unless previously terminated, our engagement by you on a matter will cease on issuance of our final invoice for services on the matter. If, on the termination or completion of a matter, you wish to have any documentation returned, please advise us in writing. Otherwise, any documentation that you have provided to us and our work product relating to the engagement will be dealt with in accordance with our records retention policies. We generally retain closed files for ten years, unless there is a specific reason for a longer retention period based on the nature of the matter or the client's requests.
37. Following termination or on completing a matter, changes may occur in applicable laws or regulations or their interpretation that could affect your current or future rights, obligations and liabilities. We have no continuing obligation to advise you with respect to such future legal developments, unless we are specifically engaged in writing to do so.

Governing Law

38. The terms of our engagement by you, including these standard terms, will be governed by the laws of Ontario.

For More Information

39. We may amend these standard terms from time to time to reflect changes in the law, in particular the Law Society of Ontario's *Rules of Professional Conduct*, or changes in how we may better deliver services to our clients.
40. Your relationship partners would be pleased to answer any questions or to discuss any concerns you may have about the terms of the engagement or the Firm's services.

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kim Johnston, Deputy Clerk

DATE: August 12, 2025

SUBJECT: Animal Pound Services Agreement with Wingham Veterinary Clinic

RECOMMENDATION

That Council review the attached Animal Pound Services agreement with Wingham Veterinary Clinic and direct staff to return with a by-law for consideration at the next meeting of the Council.

BACKGROUND

The Wingham Veterinary Clinic has provided Animal Pound Services to the Municipality of Morris-Turnberry and acted as the Municipal Pound Keeper for many years. This arrangement has worked well. However, a formalized agreement was never entered into between the Municipality and the Wingham Veterinary Clinic for the provision of Pound Keeper services.

COMMENTS

To address this, staff have drafted an Animal Pound Services agreement that codifies the current arrangement between the two parties. The agreement outlines the term of the agreement, the joint duties of the parties, the duties of the Clinic, the duties of the Municipality, and the confidentiality provisions. All provisions within the agreement are based on the current long-standing arrangement between the parties.

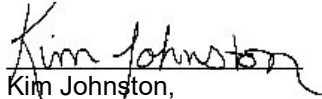
The signing authority for the Wingham Veterinary Clinic has reviewed the agreement and is in support of the agreement as drafted.

OTHERS CONSULTED

Trevor Hallam, CAO/Clerk

Brenda Renwick, Wingham Veterinary Clinic

Respectfully submitted,



Kim Johnston,
Deputy Clerk

ANIMAL POUND SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as the "Municipality")

-AND-

WINGHAM VETERINARY CLINIC
(hereinafter referred to as the "Clinic")

WHEREAS the Municipal Act 2001, S.O. 2001, c.25 and the Pounds Act, R.S.O. 1990, c. P.17, contain certain provisions relating to Animals and Dogs, including provisions enabling municipalities to pass by-laws relating to Animals and Dogs;

AND WHEREAS the Wingham Veterinary Clinic has the facilities and is prepared to act as Pound keeper for the Municipality;

AND WHEREAS pursuant to the above-mentioned statutes, the Municipality has passed and will pass by-laws relating to Animals and Dogs;

THEREFORE, in consideration of the terms of this agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. DEFINITIONS

- 1.1. "Agreement" means this Animal Pound Services Agreement;
- 1.2. "Animal Shelter" means any and all animal shelters operated by the Wingham Veterinary Clinic (the "Clinic");
- 1.3. "Animal Control Officer" means a person or persons duly appointed by the Council of the Municipality of Morris-Turnberry to enforce the provisions of the Animal Control By-law and includes any police officer appointed pursuant to the Police Services Act, R.S.O. 1990, c. P. 15, as amended;
- 1.4. "Dog" means any domestic dog (canis familiaris);
- 1.5. "Owner" includes any person who keeps or harbours a Dog and where the owner is a minor, the person who is responsible for custody of the minor; and
- 1.6. "Pound Keeper" means the keeper of the Municipal Pound, the Wingham Veterinary Clinic (the "Clinic").

2. TERM OF AGREEMENT

- 2.1. This Agreement shall come into effect on the date of passing of the By-law and shall remain in effect for four (4) years pursuant to the terms of this Agreement (the "Term").

3. DUTIES AND RESPONSIBILITIES

3.1. THE MUNICIPALITY AND CLINIC:

3.1.1. This Agreement is applicable to all land within the jurisdiction of the Municipality of Morris-Turnberry;

3.1.2. The Clinic agrees to indemnify and save harmless the Municipality in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;

3.1.3. This agreement may be cancelled by either party with 60 days' notice in writing by way of information provided in Section 5;

3.1.4. The Parties understand that this Agreement does not cover cats, wildlife, roadkill, deadstock, or deceased dogs;

3.1.5. That the Wingham Veterinary Clinic, having been appointed as Morris-Turnberry's Municipal Pound Keeper, shall provide pound services Monday-Friday, 8:30a.m. to 4:30 p.m. for the purpose of enforcing the Morris-Turnberry Animal Control By-law.

3.2. THE CLINIC:

3.2.1. Having been appointed as Pound Keeper for the Municipality, the Clinic shall provide the Municipality with animal pound services for the purpose of enforcing the Animal Control By-law;

3.2.2. Shall receive, impound and hold for claim by the owners, any dog delivered to the Pound by the Animal Control Officer or other duly authorized persons and to dispose of same if not claimed by the owner within three (3) days, exclusive of the day of which the dog was impounded, Statutory Holidays, Saturdays and/or Sundays;

3.2.3. Shall, where a dog is delivered to the Pound by any person not duly authorized by the Municipality, determine whether the dog was found or located within the boundaries of the Municipality, and:

(a) where the dog was found or located within Municipality boundaries:

i. receive approval from the Animal Control Officer of the Municipality prior to impounding the dog;

(b) where the dog was found or located outside of Municipality boundaries:

i. contact the appropriate municipality regarding the dog;

ii. save harmless the Municipality of Morris-Turnberry from all costs and liabilities of the impoundment.

3.2.4. Shall provide an animal shelter or adequate arrangements for a shelter capable of providing suitable humane accommodation for dogs impounded;

3.2.5. Shall charge dog owners per day boarding fees and all other associated cost, payable to the Clinic;

3.2.6. Shall charge the Municipality all fees associated with providing assistance to the Municipality's Animal Control Officer, or designate, for sick/injured and dangerous dogs, payable to the Clinic;

3.2.7. Shall remain responsible for all costs and expenses arising from its service obligations under this Agreement including; employees, equipment, vehicles, tools, facility operation and maintenance, etc.;

3.2.8. Shall find adoptive homes for all dogs impounded and deemed adoptable by the Clinic in accordance with the laws of the Province of Ontario;

3.2.9. Shall dispose of all carcasses of dogs lawfully impounded and lawfully destroyed in accordance with the laws of the Province of Ontario, at the cost of the Municipality of Morris-Turnberry;

3.2.10. Shall provide and ensure all equipment necessary for the proper operation of the dog shelter and the resources necessary to humanely destroy unwanted or unclaimed dogs;

3.2.11. Shall ensure that the Pound will be kept open and in operation on such days and at such hours to allow the owners of impounded dogs a reasonable opportunity to reclaim such dogs. The Municipality agrees that dog owners must make individual appointments with the Clinic to claim their dogs. The Clinic will advise the Municipality of any unscheduled closure of Pound services;

3.2.12. A dog impounded under the Morris-Turnberry Animal Control By-law shall not be released by the Clinic to the Owner without evidence of the following:

- (a) Written approval of release has been issued by the Municipality of Morris-Turnberry Animal Control Officer, or designate;
- (b) Evidence that the dog has been properly licensed by the Municipality of Morris-Turnberry, or if applicable, the municipality in which it resides;
- (c) All appropriate municipal administration fees as set out in the most recent Municipality Fees and Charges By-law have been paid to the Municipality; and
- (d) All boarding and veterinary fees as set out in this Agreement;

3.2.13. Shall keep any and all buildings, equipment and vehicles insured for fire and shall keep themselves and the Municipality properly insured with respect to public liability and property damage, including claims in respect to injury or loss and/or death incurred by negligence of any animals while in their care, to the amount of Two-Million Dollars (\$2,000,000.00). The Clinic shall provide proof of liability insurance.

3.3. THE MUNICIPALITY:

3.3.1. Shall appoint the Clinic as Pound Keeper for the Municipality with the duties of such Pound Keeper to be exercised by the Clinic to impound canines (dogs) in accordance with the provisions of the Municipality's By-laws;

3.3.2. Shall grant the Clinic the right to dispose of all dogs impounded which become the property of the Municipality;

3.3.3. Shall grant the Clinic the right to collect all pound fees from time to time and the Clinic will keep all pound fees collected.

3.3.4. Where a dog is not picked up by its owner within the redemption period as defined in the Morris-Turnberry Animal Control By-law, and;

- (a) An adoptive home is found for the dog by the Clinic, the Municipality shall pay to the Clinic a boarding fee for each day the dog was boarded, equal to no more than three (3) business days of boarding, and the adopting party shall pay to the Clinic all boarding and other fees for any days in excess of the first three (3) days.
- (b) The dog is destroyed and disposed of by the Clinic, the Municipality shall pay to the Clinic a boarding fee equal to no more than three (3) business days of boarding, plus the disposal fee.

4. CONFIDENTIALITY

4.1. The Clinic agrees that all information disclosed or obtained in the course of this Agreement, including but not limited to, client identities, animal records, operational procedures, and financial information ("Confidential Information"), shall be kept strictly confidential.

4.1.1. Obligation of Confidentiality: The receiving party shall not disclose, publish, or disseminate any Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law.

4.1.2. Permitted Disclosures: Confidential Information may be disclosed to employees, agents, or subcontractors of the receiving party on a need-to-know basis, provided that they are bound by confidentiality obligations no less stringent than those contained in this Agreement.

4.1.3. Return of Information: Upon termination of this Agreement, the receiving party shall promptly return or destroy all Confidential Information in its possession, at the request of the disclosing party.

5. CONTACT INFORMATION

5.1. FOR THE MUNICIPALITY:

Municipality of Morris-Turnberry
P.O. Box 310
41342 Morris Road,
Brussels, ON N0G 1H0
klivingston@morristurnberry.ca | (519) 357-5717

5.2. FOR THE CLINIC:

Wingham Veterinary Clinic
11 Alfred Street East,
Wingham, ON N0G 2W0
winghamvets@hotmail.com | (519) 357-2471

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY

Jamie Heffer, Mayor

Trevor Hallam, Clerk

We have the authority to bind the Corporation.

WINGHAM VETERINARY CLINIC

Brenda Renwick

I have the authority to bind the business.

Belmore Arena Board Meeting MINUTES June 16, 2025

Time: 8:00pm Location: Lounge, Belmore Community Centre

Attendees: Jeremy Underwood, Marvin Grimes, Mark Ireland, Brett McPherson, Jenn VanDyk, Coreen Gautreau, Kim Harris, Lindsay Underwood, Chris Inglis, Ian Inglis, Lorne Underwood, Jamie McCallum, Randy Scott, Warren Weber, Kyra Wright, Wanda Inglis

Regrets: Dave Eadie, Heidi Dupuis, Nigel Van Dyk

Secretary/Recorder: Darlene Loos

<i>Time</i>	<i>ITEM</i>	<i>(Discussion, Approval, Information Sharing)</i>	<i>Meeting Notes/Action Items</i>
8:00	Call to Order Approval of June 16, 2025 Agenda - <i>Jeremy Underwood</i>		Meeting called to order: 8:03pm Motion to approve agenda by Ian Inglis, 2 nd by Jamie McCallum Any Additions to Agenda? None
8:02	Approve Previous Mtg Minutes May 20, 2025 (attached) - <i>Board</i>		Motion to approve minutes by Kim Harris, 2 nd by Chris Inglis
Agenda Items			
8:05	Update Previous Action Items (below agenda items) - <i>Jeremy Underwood</i>	Standing	Reviewed Action Items below.
8:15	Review Email List/Board Representation (attached) - <i>All</i>	Discussion	Will get an Org structure (Chris and Lindsay will look). Needs to be amended. PUT ON NEXT AGENDA
8:25	Correspondence - <i>All</i>	Standing	Asked if we rent the picnic tables out from the pavilion. It is not something we do.
8:35	Grants Update - <i>Kyra Wright</i>	Standing	Nothing to report. Chris will send a sympathy card to Kyra on behalf of the Board as her brother passed in a tragic motorcycle accident.
8:45	Treasurer's Report - <i>Jenn VanDyk</i>	Standing	Bills to be paid \$8796.37 Total ceiling project cost: \$133,885.82 Motion to pay bills by Jenn VanDyk , 2 nd Mark
8:55	Belmore Homecoming Update - <i>Committee</i>	Standing	Lots happening. Set-up is underway.
9:05	Belmore Catering - <i>Chris Inglis/Kim Harris</i>	Committee Report	Catered a wedding. Good feedback. Wright celebration of life. 2 weddings in the fall.

9:10	General Maintenance - <i>Jeremy Underwood/Warren Weber</i>	Committee Report	Roger - Lawn care has been doing a great job. But moving back east in July. Coreen can try to fill in while we find someone. If there are young teens looking for lawn cutting work. Perhaps come up with a schedule and Coreen will supervise their schedule/work.
9:20	Parks Board - <i>Brett McPherson</i>	Committee Report	Nothing to report
9:25	Rentals - Hall & Lounge - <i>Kim Harris</i>	Committee Report	Rentals are going well. Donation was made for use of ball diamond. Tip jar put out at the Gayman wedding - \$165 cash donation
9:30	Ice Rentals & Installation - <i>Warren Weber</i>	Committee Report	Nothing to report
9:35	Belmore Curling - <i>Dave Eadie</i>	Committee Report	Nothing to report
9:40	Belmore Figure Skating - <i>Heidi Dupuis, Andrea Warwick</i>	Committee Report	Nothing to report
9:45	South Bruce - <i>Mark Ireland</i>	Committee Report	Nothing to report
9:50	Morris-Turnberry - <i>Jamie McCallum</i>	Committee Report	Nothing to report
9:55	Howick - <i>Marvin Grimes</i>	Committee Report	Marvin asked Howick about the Procurement Policy and it eventually was sent to us from Caitlin. Marvin is very happy with the work on the arena ceiling.
10:00	Communication - <i>Lyndsay Underwood</i>	Committee Report	Nothing to report.
10:05	Belmore Chamber of Commerce - <i>Lorne Underwood / Chamber Member</i>	Committee Report	Nothing to report. Chamber covers the bill for the Food Grains event.

Next Meeting – July 21, 2025 at 8pm

Adjournment of Meeting: 8:44pm **Motion to adjourn by:** Chris Inglis

Previous Action Items

Lead	Agenda Item/Topic	Actions for Follow Up
Jeremy/ Warren /Kim	General Maintenance	20231218: Jeremy will talk to Paul Inglis regarding closing in gap in table storage container 20240115: A plan has been set to close the gap in the table storage container. 20240226: Paul did measurements and is to be fixing the gap. 20240415: No update on Container 20241118: Rubber matting in players benches needs to be replaced; also patch by door going onto the ice. Jeremy will look into it.

		<p>20241118: Glass broken along top of timekeepers' box.</p> <p>20250421: Wobbly toilet in the hall washroom. Pipe may be up too high. Kim will message Brian to have a look at the toilet.</p> <p>20250520: Brian will be here early next week</p> <p>20250616: Fixed. COMPLETED Outside tap is fixed too</p>
Kyra / Jeremy / Kim	Grants	<p>20240415: Jeremy to email Karn's quote to Kyra Wright for grant research</p> <p>20240527: No update</p> <p>20240527: Suggestion made that stone be put between parking barriers and wall (<i>very difficult to cut the grass & adds a lot of weedeating</i>). If grant money available poured concrete sidewalk would be the way to go – possibility accessibility grant? Kyra may know more.</p> <p>20240617: No update</p> <p>20240916: Sport and Recreation Infrastructure Fund – Howick will apply for their asks and Belmore will apply for their asks and it will be lumped together. The ask will be the 50% coverage guideline. Everything to Howick by October 15th.</p> <ul style="list-style-type: none"> - Need to decide what we want to apply for: <ul style="list-style-type: none"> o Quote on compressor <ul style="list-style-type: none"> ▪ It came here in the 1970's and was rebuilt in 2006 o New boards o Sidewalk around the arena o Baseball diamond lights o Sandblasting and ceiling painting in the arena o Asphalt at the back o Resurfacing tennis court <p>New boards, brine header (if can apply), ball lights, Sandblasting and Painting.</p> <ul style="list-style-type: none"> - Motion to apply for new boards, brine header and ball lights and possibly Sandblasting and Painting. <ul style="list-style-type: none"> o Can't move forward with our grant submissions until we know if we need to pay for Sandblasting and Painting. <p>Motion to partnership with Howick to apply for the CSRIF by Kyra Wright, 2nd by Lindsay, carried.</p> <p>20250317: Still waiting to hear back about CSRIF Grant.</p> <p>20240925: Kyra plans to speak with Caitlyn about the Community Sport and Recreation Infrastructure Fund (50% funding) tomorrow. Application due to Howick by October 15. Application to Government is due October 29.</p> <p>Baseball Lights – total cost quoted at \$33, 000 (with labour, lift rental and parts)</p> <p>Brine Header - \$58, 000</p>

		<p>Arena Boards – no quote yet. Boards are more of a “want” than a “need” Kyra to discuss with Howick staff tomorrow to confirm the arena board getting quotes for ceiling sandblasting/painting. 20240925: To include the following items in the Community Sport and Recreation Infrastructure Fund application: baseball lights, brine header and ceiling sandblasting/painting.</p> <p>20241021: Kyra to proceed in applying for full grant. Sports Grant</p> <ul style="list-style-type: none"> - Baseball Lights - \$35,000 - Brine Header - \$60,000 - Sandblasting & Painting of Arena (no curling club) - \$280,000 <p>Max we would receive is 50%, applying for special consideration of 70%. The Arena Board is responsible for the other 50% (or 30%). Will indicate Baseball lights, Brine Header and Sandblasting & Painting in 2025. 20250224: No update 20250616: No update</p>
Jeremy	Repainting of Arena	<p>20240919: Would really like this looked after before Syrup Festival and Homecoming. Jeremy will contact Caitlin. 20241118: Waiting to hear from Howick Twp and Burnside 20250520: Painting is done and clean up has begun. Paint job looks excellent. 20250616: Will be completed this week</p>
Gord Harris / Paul Inglis	Lobby Bench Steel	<p>20240916: larger bench top will be too heavy to move. Will look at making aluminum legs for new top instead of installing on top on the old center bench. 20250317: Jeremy mentioned to install bench top where it is 20250616: To be completed this week.</p>
Board	Asset Management, Procurement Policy and Budget Template <u><i>(Notes from Meeting with Municipalities/Twps)</i></u>	<p>20241024: Under cost sharing agreement – agree to pay as a loan. \$240,000 (\$80,000 each municipality) to be repaid over 5 years (could be renegotiated if needed) in 2025 budgets. 20241024: Waiting to see if they are filing a defense or reaching a settlement 20241024: Did FD and Arena projects have to go through an engineer? - Caitlin will look into this 20241024: Take the Terms of Reference away – get a short list of sticking points and come up with suggestions. Come back together and discuss this list 20241024: Caitlin will talk to Brady and he will make arrangements to chat with a couple of our guys. 20241024: Caitlin will talk to finance and get Asset Management Plan information to us. 20241118: Nothing received. 20250317: Asset management - nothing new to report, still waiting on input from Howick, haven’t gotten procurement strategy yet from them</p> <p>20241118: Marvin will ask Howick Twp for Procurement Policy and Budget Template.</p>

		<p>20241216: No update.</p> <p>20250317: Procurement policy and budget template - move this item into the asset management, goes hand-in-hand</p> <p>20250520: No update.</p> <p>20250616: Received Procurement Policy from Howick.</p> <p>20250616: Burnside was here for Structural Assessment. Only given one day notice of their arrival. We will discuss after Homecoming – at July Meeting.</p> <p>This Assessment happens every 5 years.</p> <p>We could request a list of inspections and when they occur.</p> <p>20250616: Asbestos inspection being done on June 17, 2025.</p>
Chris/ Lindsay/ Darlene	Review Email List/Board Representation/Org Structure	<p>20250616: Chris and Lindsay will look for a copy of the Org Structure as needs to be updated.</p> <p>Add to July AGENDA</p>
Parking Lot		
Arena Board	Propane	<p>20250421: Check Chambers rates in August/September to potentially lock rate in.</p> <p>20250520: Jenn will email Sparlings to let them know we have switched.</p> <p>PUT INTO PARKING LOT until August 2025</p>
Kim	Summer Rates / Pickleball	<p>20250421: The Arena Board will send an email to Dan Renwick and Brendan Crapper including outstanding invoice and summer rates. Cheque can be mailed or deposited in the lock box in the arena office. Bill to be paid prior to their new season starting.</p> <p>20250520: Received letter back from Dan and Brendan. We will wait for them to come back to work together on this. Monthly payments. MOVE TO PARKING LOT</p>
Arena Board/ Howick Twp	Sandblasting & Painting	<p>20221017: Due to unsatisfactory work, Board passed motion to hold back payment to J-K Sandblasting</p> <p>20221121: Jeremy contacted J-K and advised of partial payment and once he returned to do touchups and around door. J-K advised he could come back in spring but more money would be due.</p> <p>20221121: Jeremy will advise J-K that Board will pay for lift but will not be paying more money for the job quoted.</p> <p>20221219: Nothing to Report – defer to next meeting</p> <p>2023016: Supposed to come – we look. May charge interest on balance owing.</p> <p>20230228: No further communication.</p> <p>20230417: Next step is, we need to speak with Howick and see if they will back us if this goes to court.</p> <p>- Speak to CAO and Operations Manager to see if they can reach out to J-K regarding the contract and our (Belmore and Twp) concerns.</p> <p>Motion to continue to hold payment and speak to Howick Twp as to next steps.</p> <p>20230515: J-K will not speak with Jeremy. Only wants to speak to Howick Twp. Howick Twp is in support of us. J-K is 100% at fault for the poor workmanship. Three townships are onboard</p>

		<p>and have their lawyers working on it. The lawyers want Burnside (Engineers) to come in and assess the work again. The matter is now out of our hands. MOVE TO PARKING LOT</p> <p>20230821: No further update.</p> <p>20240226: Marvin reported no further word from Lawyer on this matter.</p> <p>20240226: Jeremy reported something will have to be done with the loose paint before Syrup Festival. Paint is falling off. Would be good to do between shut down and Syrup Festival. Marvin will report this back to Howick Township.</p> <p>20240318: No updates regarding the bubbling/peeling paint in the arena. Marvin acknowledges something needs to be done before the syrup festival. Marvin will speak with Caitlyn (CAO). Jeremy spoke with Caitlyn today, told her the plan to remove peeling paint; was told to take pictures before doing the work.</p> <p>20240617: Send an email to the Municipality about the status of this issue. Marvin will speak to Caitlyn and ask them to put a push on things due to Homecoming. Would Marvin ask Municipality if they could pay for sandblasting to Arena and Curling Club to be redone as the legal battle carries on. Formal request from the Arena Board for Howick to put it in their budget. Jamie made motion to send a letter to Howick, 2nd by Kim. Carried. Jenn V will draft a letter to Howick Township and cc other 2 municipality CAOs.</p> <p>20240715: 3 Municipalities met in Belmore, but no update received from that meeting yet.</p> <p>20240715: Lawyer has filed.</p> <p>20241118: Another follow-up meeting with the Insurance Rep. Asked Jeremy dates that suit him.</p> <p>20250224: Jeremy and Paul Inglis and others have been talking to local Mennonites who are doing sandblasting and painting, all the labour. We would have to supply lifts. They are willing to do the job. \$40/hr. They would supply the manpower. Man in Formosa, coating expert, would come after the sandblasting and advise what type of paint we should use to adhere properly. \$24,000 approximate in labour. We would have to supply 2 lifts. Likely close to \$5000 in rental equipment. This is something we need to consider. One concern is: do they have WSIB coverage. Could do before Homecoming but not before Syrup Festival. Jeremy will look into this further.</p>
Group	Suggestion of Installation of Acoustic Panels in Arena – by Pickleball	<p>200115: Dan Renwick attended Board Mtg on behalf of Pickleball. He raised the suggestion of putting up Acoustic Panels to control the sound on the arena side. Board suggested the Pickleball group will have to do more research on the panels and get pricing. Putting in Parking Lot, will look back at this after the Whitewashing and Painting is looked after on the arena side.</p>
Jeremy / Brett	Parks Board	<p>20240715: Willow tree in back corner needs to be taken down before it crashes down. Should do this before winter.</p>

		<p>20240715: Donation box to be put up on outside wall by public washrooms and put sign up in pavilion advising of the donation box.</p> <p>20240819: Mitch Inglis will manufacture a box for us. Put signs up, and give key to Ellen Underwood</p> <p>20240819: Fence topper (heavier gauge) for baseball diamond to be purchased and installed. Stingers are willing to pay half.</p> <p>20240916: Fence topper was ordered – cheaper than quoted \$1945 + tax</p> <p>Fence Topper - PUT INTO PARKING LOT</p>
Jeremy/ Warren	General Maintenance – for Summer	<p>20230228:</p> <ol style="list-style-type: none"> 1) Brine header – preventative maintenance by 2025. <ul style="list-style-type: none"> ○ 20230821: Need to let Municipali.es know (in November/December) about Brine Header replacement project before their budgets are made. ○ 20231016: working on a couple of quotes for brine headers. ○ 20240617: spoke with Ben and his company should have time to repair it. Moving ahead with this. ○ 2024118: Q1-Q2 should hear whether or not we received grant money <ul style="list-style-type: none"> ▪ If we don't receive grant, we need to put it into a budget ○ 20250520: Jeremy will confirm with Ben if he can repair. Chamber will need to know by early June. 2) Boards around the ice surface need to be replaced. <p>PUT INTO PARKING LOT</p>
Adjournment:		Next Meeting - Monday, July 21, 2025 at 8:00pm



Saugeen Valley Conservation Authority

Minutes – Board of Directors Meeting

Date: Thursday March 20, 2025, 1:00 PM

Location: 1078 Bruce Rd 12, Formosa, ON, N0G 1W0

Chair: Tom Hutchinson

Members present: Paul Allen, Larry Allison, Barbara Dobreen, Bud Halpin, Steve McCabe, Greg McLean, Dave Myette, Mike Niesen, Moiken Penner, Bill Stewart, Peter Whitten

Members absent: Kevin Eccles, Sue Paterson, Jennifer Prenger

Staff present: Adam Chalmers, Erik Downing, Janice Hagan, Donna Lacey, Don Moss, Nich Kunkel, Rita McGee, Jody Duncan, Matt Armstrong

The meeting was called to order at 1:03 PM.

1. Land Acknowledgement – read by Director Moiken Penner

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

2. Adoption of Agenda

Motion #G25-38

Moved by Steve McCabe

Seconded by Bill Stewart

THAT the agenda for the Saugeen Valley Conservation Authority meeting, March 20, 2025, be adopted as amended.

Carried

3. Declaration of Pecuniary Interest

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

4. Adoption of Minutes

4.1 Authority meeting – February 20, 2025

Motion #G25-39

Moved by Paul Allen

Seconded by Greg McLean

THAT the minutes of the Saugeen Valley Conservation Authority meeting, February 20, 2025, be adopted as presented.

Carried

5. Staff Introductions:

New staff members were introduced to the Board, including a Lands Technician, a Forestry Technician, and the Water Resources Manager filling in for a leave.

6. New Business

6.1 GM-2025-03: SVCA Operational Plan

The GM/S-T presented the 2025 SVCA Workplan, noting the completion of several items. General Manager and Secretary-Treasurer Erik Downing noted that revisions will be made to remove day-to-day tasks and focus on strategic deliverables.

6.2 COR-2025-05: Finance Report

Finance Manager Adam Chalmers presented the financial report for the period ending November 2024. He advised that the audited financial statements for 2024 would be presented at the May Board meeting.

6.3 GM-2025-04 Programs Report

The Board received a comprehensive Programs Report outlining recent activity across departments. Key updates included delegations made to the councils of Brockton and West Grey, staff participation in Conservation Ontario training, and attendance at the Maitland Valley Conservation Authority Annual General Meeting. Corporate Services reported infrastructure improvements, notably the installation of a new accessible reception desk. In the Water Resources department, staff focused on fencing contracts, flood coordination, and the preparation of the 2024 Water Quality Report. Forestry and Lands staff undertook significant snow removal efforts, while Conservation Areas staff successfully hosted a number of public events. The report also noted the addition of new vehicles to the SVCA fleet and the posting of a contract position within the Environmental Planning and Regulations department.

6.4 Executive Committee Minutes

The minutes of the February 7th, 2025 Executive Committee Meeting were reviewed for information by the SVCA Board of Directors.

6.5 Correspondence – none at this time

6.6 WR-2025-02 – Advancing Technologies to Improve Community Resiliency to Natural Hazards Report

Flood Coordinator Jody Duncan reported that SVCA secured \$10,000 from the RBC Foundation's Tech for Nature program. The funding enabled installation of new stream gauge equipment to improve flood forecasting and drought monitoring. The equipment has supported seven watershed condition statements with no service interruptions to date.

6.7 EPR – 2025-03: Permits Issued for Endorsement

Motion #G25-40

Moved by Bud Halpin

Seconded by Steve McCabe

THAT SVCA permit applications from 25-018 to 25-025 as approved by staff, be endorsed.

Carried

6.8 EPR-2025-04: 2024 Permitting Statistics

Environmental Planning and Regulations Manager Matt Armstrong presented the 2024 Permit Timelines and Compliance Report. Between April and December 2024, SVCA issued 234 permits, meeting 100% of required timelines under O. Reg. 686/21. Average review time was 3.69 days. Permit review fees remain a vital source of departmental revenue.

7. Adjournment

With no further business to discuss, the meeting was adjourned at 2:17 PM, following a motion by Dave Myette and Moiken Penner.

Tom Hutchinson
Chair

Janice Hagan
Recording Secretary



Saugeen Valley Conservation Authority

Minutes – Board of Directors Meeting

Date: Thursday May 15, 2025, 1:00 PM

Location: 1078 Bruce Rd 12, Formosa, ON, N0G 1W0

Chair: Tom Hutchinson

Members present: Paul Allen, Larry Allison, Barbara Dobreen, Bud Halpin, Greg McLean, Dave Myette, Mike Niesen, Moiken Penner, Bill Stewart, Kevin Eccles, Sue Paterson, Jennifer Prenger

Members absent: Peter Whitten, Steve McCabe

Staff present: Adam Chalmers, Erik Downing, Donna Lacey, Don Moss, Matt Armstrong, Darren Kenny, Ashley Richards, Kelly Ray, Brandi Walter, Karleigh Porter

The meeting was called to order at 1:00 PM.

1. Land Acknowledgement – read by Greg McLean

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

2. Adoption of Agenda

Motion #G25-41

Moved by Bill Stewart

Seconded by Mike Niesen

THAT the agenda for the Saugeen Valley Conservation Authority meeting, May 15, 2025, be adopted as amended.

Carried

3. Declaration of Pecuniary Interest

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

4. Adoption of Minutes

4.1 Authority meeting – March 20, 2025

Motion #G25-42

Moved by Dave Myette

Seconded by Greg McLean

THAT the minutes of the Saugeen Valley Conservation Authority meeting, March 20, 2025, be adopted as presented.

Carried

5. Staff Introductions:

A new staff member was introduced to the Board, specifically a Regulations Officer who joined SVCA on an 8-month contract.

6. Matters Arising from the Minutes – none

7. New Business

7.1 GM-2025-05: SVCA Operational Plan

The General Manager/Secretary-Treasurer (GM/S-T) presented the 2025 SVCA Workplan, noting the red in the legend indicates new items, or changes to existing items. Director Dobreen inquired as to the status of the Workplace Culture Assessment; GM/S-T indicated that phase 1 is underway and that the Joint Health and Safety Committee is in the process of reviewing draft policies related to health and safety.

7.2 GM-2025-06 Program Report

The Board received a comprehensive Programs Report outlining recent activity across departments. During the reporting period, SVCA staff participated in numerous strategic meetings and initiatives, including training with Conservation Ontario, municipal delegations on floodplain mapping, and leadership development programs. Staff presented to West Grey Council, attended the Grey-Bruce Federation of Agriculture's Politicians Day, and supported multiple watershed and government relations efforts. A meeting with MPP Paul Vickers focused on SVCA agriculture collaboration, and the annual Arbour Day Tree Sale drew significant public turnout. Additionally, Conservation Ontario discussions included legislative updates following the provincial Throne Speech.

Corporate Services completed year-end reporting requirements and continues to support organizational priorities including summer student recruitment, signage planning for SVCA's 75th anniversary, and campground preparations. Forestry staff advanced forest inventory work and tree planting and welcomed a new Forestry Technician to the staff. Environmental Planning launched the CA Core content management system and finalized the updated Policies Manual. Water Resources progressed on dam safety projects, frazil ice response planning, and flood forecasting. Communications saw strong digital engagement from January to May 2025, with nearly 1 million views across platforms.

Director Eccles inquired whether the meeting with MPP Paul Vickers included an opportunity to request additional funding. Chair Hutchinson confirmed that this matter was raised during the discussion. The General Manager/Secretary-Treasurer added that the meeting was primarily intended as a relationship-building opportunity. Director Dobreen inquired whether a meeting had been requested with the Minister of the Environment, Conservation and Parks. Chair Hutchinson responded that a meeting has not yet been requested but confirmed that one will be pursued.

7.3 Correspondence – none

7.4 COR-2025-13: 2024 Audited Financial Statements

Corporate Services Manager Chalmers introduced John Bujold, B.Sc., CPA, CA from Baker Tilly SGB, LLP. The audited financial statements of Saugeen Valley Conservation Authority for the year ended December 31, 2024, were prepared in accordance with Canadian public sector accounting standards and received an unqualified opinion from the external auditors, Baker Tilly SGB LLP. The audit confirmed that the financial statements fairly present the Authority's financial position, operations, and cash flows for the year. The Authority ended the year with an annual surplus of \$468,710, bringing its accumulated surplus to \$14,052,631. The audit emphasized management's responsibility for internal controls and noted no material misstatements.

The Authority reported total revenues of \$6,123,013 and total expenses of \$5,654,303, with higher-than-budgeted revenues primarily from special programs and investment income. Significant reserves were maintained across operational areas, and capital assets remained a major component of the Authority's financial position. The auditors found no remeasurement gains or losses and confirmed compliance with ethical and professional standards throughout the audit process.

Motion #G25-43

Moved by Paul Allen

Seconded by Barbara Dobreen

THAT the draft financial statements from Baker Tilly, SGB, LLP, be approved as presented.

Carried

7.5 EPR-2025-05: Environmental Planning and Regulations Policy Manual

Manager Armstrong presented the final draft of the updated Environmental Planning and Regulations Policies Manual, which incorporated feedback from a public consultation period held between December 2024 and February 2025. A total of 218 comments were received and reviewed, resulting in substantial improvements to the manual's clarity, alignment with legislation, and accessibility. The revised manual reflects SVCA's regulatory responsibilities under Ontario Regulation 41/24, includes technical and formatting updates, and is recommended for immediate implementation.

Director Dobreen inquired whether the document could be considered a "living document," and Manager Armstrong confirmed that it is. He explained that as regulations evolve, the document will be updated accordingly, with significant changes requiring consultation and other revisions made at the direction of the SVCA Board of Directors.

Motion #G25-44

Moved by Larry Allison

Seconded by Bud Halpin

THAT the Saugeen Valley Conservation Authority approve the updated draft Environmental Planning and Regulations Policies Manual and direct staff to begin using the manual.

Carried

7.6 EPR-2025-06: Status of Active Violations

Regulations Coordinator Kenny presented an update on the status of active violations under Ontario Regulation 169/06 and Ontario Regulation 41/24. As of April 28, 2025, SVCA staff are managing 54 active violation files, a reduction of 14 since the previous update in November 2024. Most files fall into categories where the activities are either compliant or resolvable through technical reporting, with no violations currently rated as posing imminent and significant damage. Two files remain before Provincial Offences Court, with one decision rendered in SVCA's favour and the other pending trial.

Director Stewart inquired whether SVCA can benefit from court fees through the litigation process. Regulations Coordinator Kenny responded that while the presiding Justice determines the awarding of court fees, SVCA can advocate for their recovery but does not have the authority to dictate the outcome. Director Myette asked how violations are brought to the attention of SVCA staff. Coordinator Kenny confirmed that most violations are reported by neighbouring landowners, though some are self-reported or identified by municipal building officials. He added that on occasion, staff become aware of violations while performing their regular duties but are not actively seeking them out.

7.7 EPR-2025-07: Permits Issued for Endorsement

Motion #G25-45

Moved by Bud Halpin

Seconded by Sue Paterson

THAT SVCA permit applications 25-026 to 25-046 as approved by staff, be endorsed by the SVCA Board of Directors.

Carried

7.8 LAN-2025-02: Fencing at Durham Conservation Area

Manager Donna Lacey informed the Board about the installation of a section of fence at Durham Conservation Area. The fence is intended to support enforcement of Ontario Regulation 688/21 by restricting unauthorized access during posted closure hours and ensuring compliance with designated day-use requirements. Ongoing issues such as nighttime trespassing, unpaid access, and informal use as a thoroughfare have prompted this response, with the aim of improving safety, reducing environmental impacts, and protecting SVCA's operational integrity.

The fence will help deter vandalism, theft, and littering, clarify expectations for law enforcement and visitors, and support staff safety. Fees for access remain modest compared to other conservation authorities, and a new initiative will see three free annual passes made available at local libraries to help remove financial barriers for community members.

To ensure transparency and community understanding, SVCA has launched an outreach and communication campaign, which has included a letter to West Grey Council, and will encompass neighborhood flyers, local media releases, social media posts, and updates to signage and the SVCA website. The initiative reflects a balanced approach to public access, regulatory compliance, and responsible land management.

7.9 LAN-2025-03: Options for Future Management of Varney Conservation Area

At its May 5, 2025 meeting, the SVCA Property and Parks Committee unanimously recommended Option 4, disposal of the Varney Conservation Area, as the preferred course of action for the management of Varney Conservation Area. This decision followed long standing concern about the property's safety risks, structural deficiencies, and unsustainable financial demands. External engineering assessments confirmed serious infrastructure issues, including past drownings, safety hazards, and regulatory compliance barriers. Given that Varney is a non-revenue property with no viable cost recovery mechanism, the committee determined that disposal is in SVCA's best long-term interest.

The GM/S-T reviewed SVCA's Land Acquisition Policy to ensure the proposed disposal aligns with SVCA's mandate and current procedures. The policy outlines three conditions for disposal: a recommendation from the Property and Parks Committee (fulfilled), a review of the original purchase agreement to determine if conservation conditions exist (none found), and confirmation that the disposal is consistent with SVCA's objectives and long-term purpose. All requirements have been met.

During the meeting, Director Dobreen, through a point of order, reminded the Board that discussions related to the review process, including any questions about potential municipal interest in acquiring the property, will take place in-camera to ensure confidentiality and compliance with governance protocols.

During the discussion, two motions were withdrawn as the Board worked collaboratively to develop a final motion. The first was a motion from Director Myette, seconded by Director McLean, to identify Option 4 as the direction for SVCA staff to pursue. The second was a motion from Director Dobreen, seconded by Director Prenger, to amend the language from "proceed" to "explore."

The Board of Directors ultimately approved a final motion directing staff to proceed with exploring the disposal of Varney Conservation Area. Next steps will include a comprehensive review process involving legal counsel, an updated property appraisal, coordination with relevant regulatory agencies, and the development of a public communications plan that includes public meetings to ensure transparency and engagement.

Motion #G25-46

Moved by Moiken Penner

Seconded by Jennifer Prenger

THAT the SVCA Board of Directors receive the recommendation of the SVCA Property and Parks Committee; and FURTHER THAT staff be directed to proceed with exploring disposal of the Varney Conservation Area in whole, or in part.

Carried

7.10 LAN-2025-04: Staff Provincial Offences Officer Designation

Staff recommended, and the Board approved, the designation two SVCA staff as Provincial Offences Officers for the enforcement of Section 29 of the Conservation Authorities Act. Both staff

members meet the required training and experience criteria, and the designations carry no new financial implications beyond previously incurred costs.

Motion #G25-47

Moved by Barbara Dobreen

Seconded by Bud Halpin

THAT SVCA Assistant Park Superintendent, Saugeen Bluffs, Mary Lyness and Lands Technician, Nicholas Kunkel be designated by the SVCA Board of Directors as Provincial Offences Officers for the purpose of enforcing Section 29 of the Conservation Authorities Act.

Carried

8. Adjournment

With no further business to discuss, the meeting was adjourned at 3:20 PM, following a motion by Sue Paterson and seconded by Jennifer Prenger.

Tom Hutchinson
Chair

Ashley Richards
in lieu of Recording Secretary

Outstanding Action Items
Open Session

August 12

Meeting Date	Action Item	Action By	Current Status	Next Step
June 3, 2025	Bluevale Hall Roof Replacement RFP	CAO	RFP issued, deadline for submissions July 30.	Report results to Council for direction.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 36-2025

Being a By-law to adopt revised Health and Safety Policies

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 224 of the *Municipal Act, 2001*, as amended, establishes that it is the role of Council to develop and evaluate the policies and programs of the municipality;

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

- 1) That the amendments of the Municipal Health and Safety Policy of the Municipality of Morris-Turnberry are hereby adopted and attached hereto as Schedule 'A';
- 2) That the Mayor and Clerk are hereby empowered to sign and execute all documents necessary to empower this by-law;
- 3) That annually, the Joint Health and Safety Committee will review the Health and Safety Policy and make such changes to its appendices as are considered appropriate to keep the plan current;
- 4) That other By-laws or resolutions or parts of By-laws or resolutions relating to the Municipal Health and Safety Policy inconsistent with this By-law are hereby repealed;
- 5) That this by-law comes into force on the final passing thereof.

Read a FIRST and SECOND time this 12th day of August 2025

Read a THIRD time and FINALLY PASSED this 12th day of August 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 37-2025

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Agreement between Simply Voting Inc. and the Corporation of the Municipality of Morris-Turnberry

WHEREAS The Council of the Municipality of Morris-Turnberry has passed by-law 21-2025 authorizing the use of an alternative voting system for the 2026 Municipal Election;

WHEREAS Simply Voting Inc and the Municipality of Morris-Turnberry desire to enter into an Agreement regarding the provision of electronic voting services;

WHEREAS S.9 and S.11(2) 2. of the Municipal Act, 2001, as amendment, authorizes a municipality to enter into such an agreement;

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

1. That the Mayor and Clerk are hereby authorized to execute the Agreement with Simply Voting Inc on behalf of the Corporation of the Municipality of Morris-Turnberry;
2. That the Agreement shall be attached to this Bylaw as Schedule “A”;
3. That this by-law shall come into force and effect upon its passing.

Read a FIRST and SECOND time this 12th day of August, 2025

Read a THIRD time and FINALLY PASSED this 12th day of August, 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam

MEMORANDUM OF AGREEMENT

BY AND BETWEEN: Simply Voting Inc.
5160 Decarie Boulevard, Suite 502
Montreal, QC H3X 2H9
Canada

Hereinafter referred to as VENDOR

AND Municipality of Morris-Turnberry
41342 Morris Rd
Brussels, ON N0G 1H0
Canada

Hereinafter referred to as PURCHASER

WITNESSETH THAT IT IS COVENANTED AND AGREED AS FOLLOWS:

1. VENDOR does hereby sell to PURCHASER, the latter hereby accepting, the Services and Pricing as outlined in Addendum "D", payable by PURCHASER to VENDOR by cheque. Payment schedule is 30% on January 31, 2026, postage deposit on August 31, 2026 and the remainder within 30 days after the election.
2. The parties agree that this Agreement be governed by the laws of the Province of Quebec and shall be deemed to have been entered into at Montreal, Quebec.
3. This Agreement is also subject to the Terms of Service attached hereto as Addendum "A".
4. This Agreement is also subject to the Data Processing Addendum attached hereto as Addendum "B".
5. This Agreement is also subject to the Privacy Policy attached hereto as Addendum "C".
6. The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

DONE AND EXECUTED AT MONTREAL, QUEBEC, ON _____, 2025.

Simply Voting Inc.

Municipality of Morris-Turnberry

per: _____

per: _____

Bret Scofield, duly authorized hereto

Trevor Hallam, Clerk, duly authorized hereto

VENDOR

PURCHASER

Addendum “A” - Simply Voting Terms of Service

The Simply Voting online voting system ("VOTING SYSTEM") consists of all public and restricted websites and software found at simplyvoting.com. VOTING SYSTEM is owned and operated by Simply Voting Inc. ("Simply Voting").

This Terms of Service Agreement ("Agreement") governs your use of VOTING SYSTEM. By using and/or accessing VOTING SYSTEM, you are agreeing to be bound by this Agreement. If you do not agree with any of the terms of this Agreement, you are prohibited from using and/or accessing VOTING SYSTEM.

LIMITATION OF LIABILITY

Except as expressly set forth herein, Simply Voting will not be liable for any damages incurred in connection with the use of VOTING SYSTEM. This includes any direct, indirect, consequential or incidental damages that may arise from the use of VOTING SYSTEM, the failure of VOTING SYSTEM, or the termination of the access to VOTING SYSTEM. This limitation of liability will also apply to any loss of data, information or content through failure of VOTING SYSTEM or interruption of transmission. Simply Voting will not be liable for any harm or loss arising from unauthorized access to data, information or transmission, including, but not limited to tangible or intangible loss of revenues, profits, data or information.

Except as expressly set forth herein, you agree that Simply Voting is not liable for any damages arising from the interruption, cancellation or suspension of VOTING SYSTEM, regardless of whether the failure of VOTING SYSTEM is announced, justified, or negligent.

GENERAL DISCLAIMER

Except as expressly set forth herein, Simply Voting provides VOTING SYSTEM "as is" and without warranties of any kind, express or implied, to the fullest extent allowed by law. Simply Voting further disclaims all other warranties, including the implied warranties of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Simply Voting does not warrant uninterrupted or error free functions contained in VOTING SYSTEM or that VOTING SYSTEM or its servers are free of viruses or other harmful components.

You understand and represent that all data, information or other material collected by you through VOTING SYSTEM is your sole responsibility. Simply Voting is not responsible for any loss of data or harm done to your computer(s), systems or other equipment in conjunction with use of VOTING SYSTEM. You understand and agree that use of VOTING SYSTEM is done at your own risk and discretion.

INDEMNIFICATION

You agree that Simply Voting will not be held responsible for any claims, damages, demands or fees arising out of any breach by you of this Agreement, the Privacy Policy or infringements on the rights of any third parties related to your use of VOTING SYSTEM. You also agree to indemnify Simply Voting and its officers, directors, employees, agents, and partners for any and all claims that may arise.

Simply Voting agrees that you will not be held responsible for any claims, damages, demands or fees arising out of any breach by Simply Voting of this Agreement, the Privacy Policy or infringements on the rights of any third parties related to your use of VOTING SYSTEM. Simply Voting also agrees to indemnify you and your officers, directors, employees, agents, and partners for any and all claims that may arise.

DATA STORAGE

You understand and agree that all data collected using VOTING SYSTEM will be stored on Simply Voting servers. Simply Voting assumes no responsibility for your deletion of, or your failure to store any data or other information on VOTING SYSTEM.

WEBSITES OR EMAIL UTILIZING VOTING SYSTEM

Simply Voting does not review or monitor any user websites or email messages that utilize or link to VOTING SYSTEM and is not responsible for the content of any such websites or email messages.

YOUR CONDUCT

You agree to abide by all applicable laws and regulations in your use of VOTING SYSTEM, and you agree not to interfere with the use and enjoyment of VOTING SYSTEM by other users. You agree to be solely responsible for the actions and the contents of your use of VOTING SYSTEM.

You agree:

- (1) not to use VOTING SYSTEM for illegal purposes;
- (2) not to use VOTING SYSTEM for chain letters, junk mail, unlawful "spamming" solicitations (commercial or otherwise) or unlawful bulk communications of any kind, and
- (3) not to use VOTING SYSTEM to send an excessive number of communications to the same recipient.

You agree not to post, promote or transmit through VOTING SYSTEM any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature. You further agree not to transmit or post any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulation. Simply Voting may, at its sole discretion, immediately terminate your access to VOTING SYSTEM should your conduct fail to conform to this Agreement.

SYSTEM INTEGRITY

You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM. You may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

VOTING SYSTEM may contain robot exclusion headers, and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy VOTING SYSTEM or the content contained therein without prior written permission of Simply Voting. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM.

NO RESALE OF THE SERVICE

Your right to use VOTING SYSTEM is granted to you on a non-exclusive basis and you may not resell all or any portion of VOTING SYSTEM or your use of or access to VOTING SYSTEM to any unauthorized persons. Known or suspected violations will be grounds for immediate termination of your use and access to VOTING SYSTEM, files and accumulated stored data, and, depending upon the circumstance, may be grounds for Simply Voting legal recourse.

PROPRIETARY RIGHTS TO VOTING SYSTEM

You are only permitted to use VOTING SYSTEM as expressly authorized by Simply Voting, and may not copy, reproduce, distribute, analyze, compare, demonstrate, reverse engineer, screen capture, print screen pages for purposes of distribution, or create derivative works from VOTING SYSTEM without express authorization from Simply Voting.

YOUR CONFIDENTIALITY RESPONSIBILITIES

You will not disclose Simply Voting's proposals, pricing quotes, or any content designated as confidential by Simply Voting.

SIMPLY VOTING'S CONFIDENTIALITY RESPONSIBILITIES

Simply Voting will not disclose your private VOTING SYSTEM records or content, except that you agree that Simply Voting may do so in accordance with applicable laws as well as its then-current Privacy Policy or, following the provision of written notice to you sufficient to enable you to challenge such action, in the good faith belief that such action is reasonably necessary:

- (a) to comply with any local laws, rules or regulations;
- (b) to comply with any legal process;
- (c) to enforce this Agreement; and
- (d) to respond to claims that such data violates the rights of third parties.

You acknowledge and agree that Simply Voting may access any content, data, statistics and other tools of VOTING SYSTEM to identify or resolve technical problems or to respond to service complaints. You acknowledge and agree that certain technical processing of information may be required in the ordinary course of business.

YOUR SECURITY RESPONSIBILITIES

Each user has a password to access VOTING SYSTEM. You are responsible for keeping your passwords secure. Do not disclose or share your password with any third parties. You must notify Simply Voting without undue delay of any unauthorized access to your account of which you become aware.

Transfer of your confidential or personal electronic information to Simply Voting shall be done via secure and encrypted file transfer, or via email using password-protected attachments.

SIMPLY VOTING'S SECURITY RESPONSIBILITIES

All data collected by VOTING SYSTEM will be secured and backed up using industry standard security protocols and procedures.

All transfer of information to VOTING SYSTEM shall be encrypted via Transport Layer Security (TLS) technology.

All transfer of your confidential or personal electronic information by Simply Voting shall be done via secure and encrypted file transfer.

REPORTING SYSTEM FAILURES AND SECURITY BREACHES

Simply Voting will report to you as soon as reasonably practicable by email and in accordance with applicable law, of a material breach of the security of VOTING SYSTEM which results in unauthorized destruction, disclosure or alteration of your data of which we become aware. Upon request, we will

promptly provide to you all relevant information and documentation that we have available to us regarding your data in connection with any such event.

Simply Voting will act on any reports of failures, concerns, incidents and complaints related to security of VOTING SYSTEM. Such reports may be made by any party via email message to info@simplyvoting.com. Security related reports will be documented as per the company Security Incident Response Policy. Simply Voting will provide a written response to any security related reports as soon as reasonably practical.

Simply Voting will make commercially reasonable efforts to report to you of any emergency maintenance or unplanned system failure which affects your online voting event being conducted using VOTING SYSTEM for a period exceeding five (5) continuous minutes and provide updates regarding resumption of service, but shall have no liability for the manner in which we may do so or if we fail to do so.

100% AVAILABILITY GUARANTEE

Simply Voting endeavours to provide the most reliable infrastructure possible for VOTING SYSTEM. If you are in good financial standing with Simply Voting, Simply Voting guarantees that VOTING SYSTEM is available 100% of the time in a given month, excluding special planned maintenance. Available is defined as the ability for voters and election administrators to access the functionality of VOTING SYSTEM as intended. Special planned maintenance is defined as a finite period of unavailability where the customer has been notified by email at least one week in advance. Unavailability is measured from the moment you notify a VOTING SYSTEM support representative of unavailability to the time availability is restored.

Notification of unavailability must occur at the time of the outage and not after the fact. We will credit your account 5% of your election fee for each 30 minutes of unavailability, up to 100% of your election fee.

Election fee is defined as your Annual Plan fee or most recent Single Election fee, whichever applies.

Credits shall not be provided to you if unavailability is the result of: a) special maintenance b) circumstances beyond Simply Voting's reasonable control, including, but not limited to: ddos or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government, acts of god or c) your breach of this Agreement.

PUBLICITY REFERENCES

You agree to allow Simply Voting to refer to your use of VOTING SYSTEM on its websites, in its press releases, and/or other promotional media, and make use of your logo for such purpose.

NO REFUNDS

Except as expressly provided herein, Simply Voting maintains a strict no-refund policy on VOTING SYSTEM fees.

PERSONAL DATA PROTECTION

To the extent Simply Voting processes your Customer Data protected by Applicable Data Protection Laws as a processor on your behalf (all as defined in the DPA), you and Simply Voting shall be subject to and comply with the Data Processing Addendum ("DPA"), which shall be incorporated by reference and form an integral part of this Agreement.

GOVERNANCE

This Agreement constitutes the final agreement between you and Simply Voting. It is the complete and exclusive expression of your agreement on the matters contained herein. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

You agree that this Agreement be governed by the laws of the Province of Quebec and shall be deemed to have been entered into at Montreal, Quebec. You agree that any grievances shall be settled according to the procedures and laws within this jurisdiction.

A party's failure to exercise or enforce any right granted in this Agreement shall not constitute a waiver of such right.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it is agreed that such court should endeavour to give full effect to the parties' intentions as reflected in such provision, and it is agreed that other provisions of the Agreement remain in full effect.

It is agreed that any claim or cause of action related to VOTING SYSTEM or this Agreement must be filed within one (1) year after such claim arose.

The headings employed to describe the sections of this Agreement are solely for descriptive purposes. They do not imply or refer to a specific legal description or obligation.

The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

Addendum “B” - Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of and is subject to the Terms of Service Agreement (“Agreement”) between Simply Voting Inc. (“Simply Voting”) and Customer.

1. Definitions

- 1.1 **"Customer"** means the legal entity or individual who accepted Simply Voting’s Agreement, which includes this DPA.
- 1.2 **"Customer Data"** means any personal data that is processed by Simply Voting on behalf of the Customer to perform the Services under the Agreement.
- 1.3 **"Applicable Data Protection Laws"** means all laws applicable to the collection, storage, processing, and use of Customer Data as amended, replaced or superseded from time to time, including the GDPR, the UK GDPR, the Swiss DPA, the Canadian Personal Information Protection and Electronic Documents Act, the Quebec Act respecting the Protection of Personal Information in the Private Sector, the Privacy Act 1988 of Australia, the California Consumer Privacy Act, and the Brazilian General Data Protection Law.
- 1.4 **"GDPR"** means EU General Data Protection Regulation 2016/679.
- 1.5 **"Services"** means the use of the Simply Voting online voting system and related services provided to Customer pursuant to the Agreement.
- 1.6 **"Standard Contractual Clauses"** means the latest version of the standard contractual clauses for the transfer of personal data to processors established in third countries under the GDPR (the current version as at the date of this DPA is as annexed to European Commission Decision 2021/914 (EU) of June 4, 2021).
- 1.7 **"Swiss DPA"** means Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance.
- 1.8 **"UK Addendum"** means the latest version of the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses set out at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>
- 1.9 **"UK GDPR"** means the GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018.
- 1.10 The terms **"consent"**, **"controller"**, **"data subject"**, **"member state"**, **"personal data"**, **"personal data breach"**, **"processor"**, **"sub-processor"**, **"processing"**, and **"supervisory authority"**, and **"third party"** shall have the meanings given to them, under ascribed to them under Applicable Data Protection Laws or if not defined thereunder, Article 4 of the GDPR and may be lowercase or capitalized herein.

2. Roles and Purpose

- 2.1 Customer authorizes Simply Voting to process Customer Data as needed to perform the Services for which Customer is contracting with Simply Voting in the Agreement, as described in Annex 1.
- 2.2 The parties agree that Customer is the controller, and Simply Voting is the processor acting on behalf of Customer.

- 2.3 The parties shall each comply with the provisions and obligations imposed on them by the Applicable Data Protection Laws with respect to the processing of Customer Data.
- 2.4 The parties agree that Customer Data shall remain the property of Customer.
- 2.5 For the avoidance of doubt, this DPA shall not apply to personal data for which Simply Voting is a controller.

3. Obligations of Simply Voting

- 3.1 Simply Voting shall only process Customer Data for the specific purpose of providing the Services to Customer and in accordance with Customer's instructions. Such Customer's instructions shall be documented in the applicable services description, support request, other written communication or as directed by Customer using the self-service application interfaces.
- 3.2 Simply Voting shall not retain, use, or disclose Customer Data for any purpose other than for the specific purpose of providing the Services to Customer as set out in the Agreement and this DPA.
- 3.3 Simply Voting shall at all times have in place a Data Protection Officer who is responsible for ensuring compliance with this DPA and who is the primary contact for Customer when seeking assistance in meeting its obligations under Applicable Data Protection Laws.
- 3.4 Simply Voting shall immediately inform Customer if, in its opinion, Customer's processing instructions infringe Applicable Data Protection Law. In such event, Simply Voting is entitled to defer the performance of the relevant instruction until it has been amended by Customer or is mutually agreed by both Customer and Simply Voting.

4. Obligations of Customer

- 4.1 Customer is and shall remain responsible for compliance with all requirements imposed on controllers, including but not limited to confirming the lawful basis for all processing activities conducted by Simply Voting on Customer's behalf and obtaining consent from data subjects, where required. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.
- 4.2 Customer agrees to limit any Customer Data it transfers to Simply Voting or to which Simply Voting is otherwise given access for processing to only Customer Data needed by Simply Voting in order to perform the Services.
- 4.3 Customer shall ensure that Simply Voting's processing of Customer Data in accordance with Customer's instructions will not cause Simply Voting to violate any applicable law, regulation, or rule, including, without limitation, Applicable Data Protection Laws.

5. Sub-processing

- 5.1 Customer agrees that Simply Voting may engage sub-processors to process Customer Data on Customer's behalf. The sub-processors currently engaged by Simply Voting and authorized by Customer are listed in Annex 3. Simply Voting shall notify Customer if it adds or removes sub-processors at least 10 days prior to any such changes if Customer opts in to receive such notifications by emailing privacy@simplyvoting.com.
- 5.2 If within 5 days of receipt of that notice, Customer notifies Simply Voting in writing of any objections to the proposed appointment on reasonable grounds relating to data protection, the parties shall discuss such concerns in good faith with a view to achieving a commercially

reasonable resolution. If no such resolution can be reached, either party shall have the right to terminate the Agreement for cause.

- 5.3 Simply Voting shall enter into a written agreement with each sub-processor containing data protection obligations that provide at least the same level of protection for Customer Data as those in this DPA.
- 5.4 Simply Voting shall be responsible for the acts and omissions of any sub-processors as it is to the Customer for its own acts and omissions in relation to the matters provided in this DPA.

6. Security

- 6.1 Simply Voting shall implement and maintain appropriate technical and organizational measures to protect Customer Data against personal data breaches, as described under Annex 2. Notwithstanding any provision to the contrary, Simply Voting may modify or update the technical and organizational measures at its discretion provided that such modification or update does not result in a material degradation of the overall security of the Services.
- 6.2 Simply Voting shall ensure that any person who is authorized by Simply Voting to process Customer Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 6.3 Simply Voting shall notify Customer in accordance with Applicable Data Protection Laws, without undue delay, but in any event within forty-eight (48) hours, in the event of a confirmed personal data breach affecting Customer Data and shall take appropriate measures to mitigate its possible adverse effects. Upon written request, Simply Voting shall promptly provide Customer with such reasonable assistance as necessary to enable Customer to notify relevant personal data breaches to competent authorities and/or affected data subjects, if it is required to do so under Applicable Data Protection Laws.
- 6.4 Customer is responsible for reviewing the information made available by Simply Voting relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Applicable Data Protection Laws.
- 6.5 Customer is responsible for its secure use of the Services, including securing its user authentication credentials, protecting the security of Customer Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

7. Security Reports and Audit

- 7.1 Simply Voting shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Customer in order to assess compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA (including this Section and where applicable, the Standard Contractual Clauses) and any audit rights granted by Applicable Data Protection Laws, by instructing Simply Voting to comply with the audit measures described in Sections 7.2 and 7.3 below.
- 7.2 Customer acknowledges that Simply Voting is regularly audited against SOC 2 and PCI standards by independent third party auditors. Upon written request, Simply Voting shall supply, on a confidential basis and without charge, a summary copy of its most current audit reports to Customer, so that Customer can verify Simply Voting's compliance with the audit standards against which it has been assessed and this DPA.

- 7.3 In addition to the reports described in Section 7.2 above, Simply Voting shall respond to all reasonable requests for information made by Customer to confirm Simply Voting's compliance with this DPA, including responses to information security, due diligence, and audit questionnaires, by making additional information available regarding its information security program upon Customer's written request, provided that Customer shall not exercise this right more than once per calendar year. Customer shall be responsible for all costs relating to an audit as described within this Section, including for any time Simply Voting spends on such audit at Simply Voting's then-current professional service rates.

8. Data Subject Requests

- 8.1 As part of the Services, Simply Voting provides specific tools in order to assist customers in replying to requests received from data subjects exercising their rights under Applicable Data Protection Laws. These include professional services as well as self-service application interfaces to retrieve, correct, delete, or restrict the use of Customer Data. In addition, Simply Voting shall (considering the nature of the processing) provide reasonable additional assistance to Customer to the extent possible to enable Customer to comply with its obligations with respect to data subject rights under Applicable Data Protection Laws.
- 8.2 In the event that Simply Voting receives any such requests directly from a data subject, it shall, unless prohibited by law, direct the data subject to contact Customer (to the extent Simply Voting is able to associate the data subject with Customer). In the event Customer is unable to address the data subject request, Simply Voting shall, on Customer's request, address the data subject directly, as required under Applicable Data Protection Laws.

9. Data Protection Impact Assessment

- 9.1 To the extent required under Applicable Data Protection Laws, Simply Voting shall (considering the nature of the processing and the information available to Simply Voting) provide all reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Applicable Data Protection Laws. Simply Voting shall comply with the foregoing by: (i) complying with Section 7 above; (ii) providing the information contained in the Agreement, including this DPA; and (iii) if the foregoing sub-Sections (i) and (ii) are insufficient for Customer to comply with such obligations, upon request, providing additional reasonable assistance. Customer shall be responsible for all costs relating to such additional assistance, including for any time Simply Voting spends on such assistance at Simply Voting's then-current professional service rates.

10. Return or Destruction of Data

- 10.1 Customer may, by written notice to Simply Voting, request the return of all copies of Customer Data in the control or possession of Simply Voting and sub-processors. Simply Voting shall promptly provide a copy of Customer Data in a form that can be read and processed further.
- 10.2 Customer may, by written notice to Simply Voting, request the certificate of deletion of all copies of the Customer Data in the control or possession of Simply Voting and sub-processors. Within 30 days of receipt of that notice, Simply Voting shall delete all Customer Data processed pursuant to this DPA and provide Customer with a certificate of deletion.
- 10.3 Within 15 days following termination of Customer's account, Simply Voting shall delete all Customer Data processed pursuant to this DPA.

- 10.4 These provisions shall not apply to the extent Simply Voting is required by applicable law to retain some or all of Customer Data.
- 10.5 Customer acknowledges and agrees that the certification of deletion of Customer Data described in the Standard Contractual Clauses or any Applicable Data Protection Laws shall be provided by Simply Voting to Customer only upon Customer's written request.

11. International Transfers

- 11.1 Customer authorizes the transfer, processing and storage of Customer Data to and in anywhere in the world where Simply Voting and its sub-processors maintain data processing operations in order to fulfill the purpose of the Services. Simply Voting shall at all times ensure that such transfers are made in compliance with the requirements of Applicable Data Protection Laws and this DPA.
- 11.2 For transfers of Customer Data that is subject to the GDPR, the Standard Contractual Clauses shall be incorporated by reference and form an integral part of the Agreement as follows:
- i) the Module 2 (Controller-to-Processor) terms shall apply with Customer as a controller and Simply Voting as a processor;
 - ii) in Clause 7, the optional docking clause shall apply;
 - iii) in Clause 9(a), Option 2 applies and changes to sub-processors shall be notified in accordance with Section 5 (Sub-processing) above;
 - iv) in Clause 11, the optional language shall not apply;
 - v) in Clause 17, Option 1 shall apply and the laws of the Republic of Ireland shall govern;
 - vi) in Clause 18(b), disputes shall be resolved before the courts of Dublin;
 - vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and
 - viii) if the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.
- 11.3 For transfers of Customer Data that is subject to the UK GDPR, the Standard Contractual Clauses shall be incorporated by reference in accordance with Section 11.2 above and the following modifications:
- i) the Standard Contractual Clauses shall be modified and interpreted in accordance with the UK Addendum, which shall be incorporated by reference and form an integral part of the Agreement;
 - ii) Tables 1, 2 and 3 of the UK Addendum shall be deemed completed with the information set out in the Annexes of this DPA and Table 4 shall be deemed completed by selecting "neither party"; and
 - iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- 11.4 For transfers of Customer Data that is subject to the Swiss DPA, the parties hereby incorporate the Standard Contractual Clauses by reference in accordance with Section 11.2 above and the following modifications:
- i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;

- ii) references to specific articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;
- iii) references to "EU", "Union" and "Member State" shall be replaced with "Switzerland";
- iv) references to the "competent supervisory authority" and "competent courts" shall be replaced with "the Swiss Federal Data Protection and Information Commissioner" and "relevant courts in Switzerland";
- v) Clause 13(a) and Part C of Annex I shall be deleted;
- vi) Clause 17 shall be replaced to state "The Clauses are governed by the laws of Switzerland"; and
- vii) Clause 18 shall be replaced to state "Any dispute arising from these Clauses shall be resolved by the applicable courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts".

12. Limitation of Liability

- 12.1 Each party's liability arising out of or related to this DPA (including the Standard Contractual Clauses) shall be subject to the exclusions and limitations of liability set forth in the Agreement.
- 12.2 Any claims made against Simply Voting under or in connection with this DPA (including the Standard Contractual Clauses) shall be brought solely by the Customer entity that is a party to the Agreement.
- 12.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA (including the Standard Contractual Clauses) or otherwise.

13. General Provisions

- 13.1 This DPA shall remain in effect for as long as Simply Voting processes Customer Data or until termination of the Agreement (and all Customer Data has been returned or deleted in accordance with Section 10 above).
- 13.2 The parties agree that this DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services.
- 13.3 In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail.
- 13.4 If any provision of this DPA is found by a court of competent jurisdiction to be invalid, it is agreed that such court should endeavour to give full effect to the parties' intentions as reflected in such provision, and it is agreed that other provisions of this DPA remain in full effect.
- 13.5 The governing law and jurisdiction will be governed by the Agreement, unless otherwise stated herein. Any and all disputes concerning the construction and interpretation of this DPA and/or the parties' obligations under this DPA will be handled in accordance with pertinent provisions governing disputes or claims that are set forth in the Agreement.

ANNEX 1

A. LIST OF PARTIES

Data Exporter: Provided in the Agreement signature block

Address: Provided in the Agreement signature block

Contact Person: Customer's Data Protection Office or other legal representative. Customer shall make these details available upon Simply Voting's request.

Activities Relevant to the Transfer: Consuming the Services as further specified in the Services documentation.

Role: Controller

Data Importer: Simply Voting Inc.

Address: 5160 Decarie Boulevard, Suite 502, Montreal, QC H3X 2H9 Canada

Contact Person: Brian Lack, Data Protection Officer, privacy@simplyvoting.com

Activities Relevant to the Transfer: Providing the Services as further specified in the Services documentation.

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of Data Subjects

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of data subjects:

- Customer's users authorized by Customer to use the Services
- Candidates
- Electors (e.g. members, students, residents, partners, shareholders, customers, participants)

Categories of Personal Data

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- Contact information (e.g., name, email address, mailing address, organization name, cellphone number)
- Electoral information (e.g. ID, password, voting segment, vote weight)

Sensitive Data Transferred

- Customer Data transferred is determined and controlled by the data exporter and may include sensitive data such as political affiliation or trade union membership or any other sensitive data necessary to be processed in order to perform the Services.

- The technical and organizational security measures described in Annex 2 ensure a level of security appropriate to protect sensitive data.

Frequency of the Transfer

Continuous basis depending on the use of the Services by Customer.

Nature of the Processing

Customer Data will be processed in accordance with the Agreement (including this DPA) and may be subject to storage and other processing necessary to provide the Services and any related technical support to the Customer.

Purpose of the Transfer and Further Processing

Simply Voting will process Customer Data as necessary to perform the Services, as further specified in the Services documentation, and as further instructed by Customer in its use of the Services.

Retention Period

Subject to Section 10 of this DPA, Customer Data shall be retained until Customer terminates their account or instructs Simply Voting to destroy the data earlier, except as otherwise required by applicable law.

Sub-Processor Transfers

Transfers to sub-processors shall be of the same subject matter, nature and duration as the data importer.

C. COMPETENT SUPERVISORY AUTHORITY

Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

Where the Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

Where the Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the Supervisory Authority of Ireland shall act as competent supervisory authority.

ANNEX 2

INFORMATION SECURITY - TECHNICAL AND ORGANIZATIONAL MEASURES

Simply Voting implements the following measures to protect Customer Data.

Physical Access Control

To prevent unauthorized persons from gaining physical access to data processing systems:

- Simply Voting leverages industry-leading cloud infrastructure providers. Access to their data centres is strictly controlled. All data centres are equipped with surveillance and access control systems. Additionally, all providers have industry standard certifications.
- Simply Voting's corporate headquarters is equipped with surveillance, intruder alarm, and access control systems. Guests and visitors must be accompanied by authorized Simply Voting personnel.

System Access Control

To prevent data processing systems from being used without authorization:

- Simply Voting personnel are granted system access to internal and externally hosted systems on a need-to-know basis based on job role, and reviews of access are performed quarterly. Onboarding and offboarding processes are documented to ensure access is properly managed.
- Unique identifiers are utilized and are not permitted to be shared or re-assigned to another person. Where possible, third-party services leverage single sign-on (SSO) functionality which allows for centralized management and enforces two-factor authentication (2FA).
- Simply Voting personnel utilize a password management system that enforces minimum password length and complexity, and stores passwords in encrypted form.
- Simply Voting applications enforce minimum password length and complexity for Customer users. Customers who interact with the applications must authenticate before accessing non-public Customer Data.
- Workstations automatically lock after a prolonged period of inactivity. Simply Voting applications log out users after a prolonged period of inactivity.
- Firewalls with strict traffic rules are used to limit unwanted ingress and egress traffic to and from Simply Voting infrastructure. These firewalls include intrusion detection systems (IDS) used to detect and prevent potential unauthorized access.
- Simply Voting applications are protected by a web application firewall (WAF) to identify and prevent attacks.
- Network access is protected by a virtual private network (VPN) and two-factor authentication (2FA).
- Security patch management and routine vulnerability scanning occurs on all workstations and servers to provide regular deployment of relevant security updates and an expedited response to the disclosure of critical vulnerabilities.
- Up-to-date antivirus software is utilized to ensure workstations and servers are protected against known viruses.
- Code stored in Simply Voting source code repositories is checked for vulnerabilities with an industry recognized static code analysis provider.

- Simply Voting engages an industry recognized penetration testing provider for annual penetration tests of the application and infrastructure layers.

Data Access Control

To ensure authorized users entitled to use data processing systems have access only to the data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization in the course of processing, use, and storage:

- Customer environments are logically separated at all times. Customers have access only to their own data.
- Customers access their data via self-service application interfaces. Customers are not allowed direct access to the underlying application infrastructure. The user permissions model is designed to ensure that only the appropriately assigned individuals can access relevant features and data.
- Simply Voting personnel require access to Customer Data in order to deliver services, provide effective customer support, product development and research, and to troubleshoot potential problems. Personnel are granted data access on a need-to-know basis based on job role, and reviews of permissions are performed quarterly.

Transmission Control

To ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport:

- Customer Data is encrypted in transit to and from Simply Voting systems over public networks. TLS 1.2 with industry standard cipher suites is used to protect against current and future encryption attacks.
- Customer Data stored in Simply Voting systems is encrypted at rest using AES-256 encryption.
- Backups of Customer Data are encrypted in transit and at rest using AES-256 encryption.
- Simply Voting is alerted to encryption issues through periodic internal risk assessments, third-party SSL strength tests, and third-party penetration tests.

Input Control

To ensure that it is possible to check and establish whether and by whom personal data have been entered, modified or removed from data processing systems:

- Simply Voting infrastructure is designed to log extensive information about the system behaviour, traffic received, system authentication, and other technical events. A log aggregation system centrally stores and indexes system log events and alerts appropriate personnel of malicious, unintended, or anomalous activities.
- Simply Voting applications log detailed events including the entering, updating and deletion of Customer Data. Such events include the unique usernames and timestamps to investigate nonconformities or security events.

Availability Control

To ensure personal data is protected from accidental or unauthorized destruction or loss:

- Data centres are equipped with at least N+1 redundancy for power, networking, and cooling infrastructure.
- Network protections have been deployed to mitigate the impact of distributed denial of service (DDoS) attacks.
- Simply Voting infrastructure is designed to have redundancy and avoid single points of failure.
- All data is backed up every 15 minutes, and point-in-time recovery is available.
- Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer Data is backed up offsite and replicated across multiple geographic regions.
- Simply Voting maintains and regularly tests a disaster recovery plan to help ensure availability of information following interruption to, or failure of, critical infrastructure.

Security Certifications

Simply Voting holds the following security-related certifications from independent third-party auditors:

- SOC 2 Type 1 report
- PCI-DSS compliance

ANNEX 3

AUTHORIZED SUB-PROCESSORS

Company	Data Location	Description of Activities	Safeguards for Transfers
Hut 8 High Performance Computing, Inc. Duncan St, Suite 500 Toronto, ON M5V 2B8 Canada	Canada	Cloud Computing Infrastructure	SOC 2 Type II Master Services Agreement GDPR Adequacy Determination
Amazon Web Services Canada, Inc. 120 Bremner Blvd, 26th Floor Toronto, ON M5J 0A8 Canada	Canada	Cloud Storage	SOC 2 Type II ISO 27001 DPA SCCs
Mailgun Technologies 112 E. Pecan Street #1135 San Antonio, Texas, 78205 USA	USA	Email Processing	SOC 2 Type II DPA SCCs
Twilio Inc. 101 Spear Street, 5th Floor San Francisco, California, 94105 USA	USA	Email Processing	SOC 2 Type II DPA SCCs
Tresorit AG Franklinstrasse 27 8050 Zurich Switzerland	Canada	File Transfer and Storage	ISO 27001 DPA GDPR Adequacy Determination

Addendum “C” - Simply Voting Privacy Policy



This privacy policy applies to the company website at www.simplyvoting.com (“Website”) and the Simply Voting online voting system (“Platform”) owned and operated by Simply Voting Inc. (“We”, “Simply Voting”). This privacy policy describes how we collect, receive, use, store, share, transfer and process your personally identifiable information, as well as your rights in determining what we do with the information we collect or hold about you. Personally identifiable information may be related to a visitor of our Website (“Visitor”), a Platform account owner (“Client”), or a participant in an online voting event hosted on our Platform (“Participant”). Please read this privacy policy before submitting any personally identifiable information on our Website or Platform.

By using our Website and Platform, you are accepting the practices described in this privacy policy.

We reserve the right to make changes to this privacy policy. If we decide to change this privacy policy, we will post those changes on our Website and update the modification date above. If we make any material changes we will notify our Clients by email (sent to the e-mail address specified in the account) or by means of a notice on our Website prior to the change becoming effective. Privacy policy changes will apply only to information collected after the date of the change. You are encouraged to review the privacy policy whenever you make use of our Website or Platform to make sure that you understand how any personally identifiable information you provide will be used.

The privacy practices set forth in this privacy policy are for our Website and Platform only. If you follow links to other websites or submit personally identifiable information to other websites, your information is governed by their privacy policies. Please review the privacy policies posted at those websites.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Collection of Information

On our Website, we collect personally identifiable information like name and email address when submitted by Visitors.

On our Platform we collect personally identifiable information like name, email address, and financial information such as credit card details, when submitted by Clients for management of their online voting events.

Personally identifiable information and sensitive personally identifiable information is only used to fulfil the Visitor’s specific request or to help the Client manage online voting events and for billing purposes, unless you give us permission to use it in another manner.

Our Website includes personal testimonials of satisfied customers in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can do so by contacting us.

Access and Choice

Upon request Simply Voting will provide Visitors with information about whether we hold any of your personal information. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend or delete it by contacting us. We will respond to your request to access within 30 days.

Upon request Simply Voting will provide Clients with information about whether we hold any of your personal information. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend or delete it by making the change yourself within our Platform or by contacting us. We will respond to your request to access within 30 days. We will retain Client information for as long as your account is active or as needed to provide you services. We will further retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Information Related to Data Controlled by our Clients

Simply Voting processes Participant information under the direction of its Clients (such as contact name, organization, email address, etc), and has no direct relationship with the individuals whose personal data it processes. If you are a Participant (the data subject) and would no longer like to be contacted by one of our Clients (the data controller), please contact the Client that you interact with directly. We may transfer personally identifiable information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

Access and Retention of Data Controlled by our Clients

Simply Voting acknowledges that you have the right to access your personal information. Simply Voting has no direct relationship with the individual Participants whose personal data it processes. An individual Participant who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to our Client. If requested to remove data by the Client we will respond within 30 days.

We will retain Participant data we process on behalf of our Clients until the Client deletes the data or instructs us to delete the data.

Cookie and Tracking Technology

On our Website Simply Voting and its partners use cookies or similar technologies to administer our Website, analyze trends, track users' movements around our Website, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

On our Platform Simply Voting uses cookies or similar technologies exclusively to administer our Platform. There is no third party use of cookies or similar technologies.

You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website or Platform.

As is true of most websites, we gather certain information on our Website and Platform and automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type & operating system, referring/exit pages, date/time stamp, and/or clickstream data. We may link referring page to Visitor and Client information for marketing purposes. We may link IP address and timestamp to Client and Participant information to provide an audit trail. We may link browser type & operating system to

Participant information to provide aggregate reports. We do not otherwise link this automatically collected data to other information we collect about you.

Our Platform provides Clients with an option to include Social Media features and widgets, for use by Participants. These features and widgets may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature or widget to function properly. Social Media features and widgets are either hosted by a third party or hosted directly on our Website. Your interactions with these features and widgets are governed by the privacy policy of the company providing it.

There is no advertising on our Website and Platform, however we partner with third parties to manage our advertising on other websites. Our third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising visit <https://optout.aboutads.info/>. Please note you will continue to receive generic ads.

Distribution of Information

We will share your personally identifiable information with third parties only in the ways that are permitted in this privacy policy. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. In certain situations, Simply Voting may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also release your information when we believe release is appropriate to comply with the law, such as to comply with a subpoena, or similar legal process, enforce our policies, and when we believe in good faith that disclosure is necessary to protect ours or others' rights, property, or safety.

We may provide your sensitive personally identifiable information to companies that provide services to help us with our business activities such as processing payments. These companies are authorized to use your personally identifiable information only as necessary to provide these services to us.

If Simply Voting is involved in a merger, acquisition, or sale of all or a portion of its assets, we will notify our Clients by email (sent to the e-mail address specified in the account) or by means of a notice on our Website of any change in ownership or uses of your personally identifiable information, as well as any choices you may have regarding your personally identifiable information.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information.

All information submitted to our Website or Platform is encrypted via Transport Layer Security (TLS) technology.

All sensitive payment information (credit card number, expiry date, validation code) is encrypted via TLS technology and then transmitted to our payment gateway provider. The payment gateway provider's database is only accessible by those authorized with special access rights to such systems, and they are required to keep the information confidential. After a transaction, your sensitive payment information will not be stored on our servers.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Website or Platform, you can contact us.

We Take Privacy Seriously

We pledge to make a dedicated effort to bring our privacy policy in line with the following important privacy laws and initiatives:

- Personal Information Protection and Electronic Documents Act (PIPEDA)
- Federal Trade Commission Fair Information Practice Principles
- Federal Trade Commission CAN-SPAM Act
- Privacy Alliance
- Controlling the Assault of Non-Solicited Pornography and Marketing Act
- General Data Protection Regulation

General Data Protection Regulation

To our EU Visitors, Clients and Participants, we are committed to complying with the General Data Protection Regulation (GDPR) and partnering with other businesses that share our commitment to privacy and compliance. We will continue to make changes to our policies and practices to protect your privacy and ensure ongoing compliance with the GDPR.

If you are located in the EU, please note that:

- Your personal data is processed in Canada.
- You have the right to refuse or object to the processing of your personal data.
- You have the right to lodge a complaint with your Data Protection Authority.

If you are a Visitor located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given us consent to collect your personal data.
- You have the right to access the personal data we process. To do so, please contact Simply Voting.
- You have the right to be forgotten and have your personal data erased. To do so, please contact Simply Voting.

If you are a Client located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given us consent to collect your personal data, and you have provided us with your Participants' personal data so that you can manage an online voting event.
- You have the right to access the personal data we process. To do so, please contact Simply Voting.
- You have the right to be forgotten and have your personal data erased. To do so, please contact Simply Voting.

If you are a Participant located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given our Client your consent to collect your data.
- You have the right to access the personal data we process. To do so, please contact the Client.
- You have the right to be forgotten and have your personal data erased. To do so, please contact the Client.
- If you refuse to provide data requested by the Client, there may be legal, employment, or professional consequences depending upon your relationship to the Client. Please check with the Client to determine what those consequences might be.

- If you received an invitation to participate in an online voting event, we received your email or other contact information from the Client.

Terms of Service

Please also refer to the Terms of Service establishing the conditions, disclaimers, and limitations of liability governing the use of our Website and Platform.

Privacy Contact Information

If you have any questions, concerns, or comments about our privacy policy you may contact our Data Protection Officer at privacy@simplyvoting.com.

Addendum “D” - SCHEDULE OF FEES

Simply Voting’s election fees are based on the number of eligible voters. This quote is an example based on the assumption that the Municipality of Morris-Turnberry has approximately 2,959 eligible voters.

Simply Voting System Fees	Per Elector	Cost*
System Fees: Internet & Telephone Voting	\$1.75 / elector	\$9,500.00
Additional Simply Voting Items	Per Unit	Cost*
Managed Voter Information Letter	\$0.30 ea. + postage	\$ 887.70

Notes and Assumptions

- ❖ All amounts are in CAD and subject to HST.
- ❖ Use DataFix VoterView is required.
- ❖ All services will be provided remotely.
- ❖ If your organization requires Simply Voting to participate in security audits, complete any security or technical questionnaires, or review detailed security or technical requirements, an hourly rate of \$300.00 will apply, with a minimum 1-hour charge.
- ❖ *Final billing will be calculated using the Per Elector or Unit rate based on the final number of eligible voters and letters produced, with a minimum charge of \$9,500.00 for System Fees.
- ❖ 30% of system fees will be due January 31st of the election year, and a postage deposit will be required August 31st. The postage deposit will be calculated based on the estimated number of electors multiplied by the published Canada Post Lettermail rate for the time of mailing.

Exclusions

- ❖ Paper ballot materials are not included.
- ❖ Results reports will only include the Internet & Telephone voting channels.
- ❖ Voter assistance and helplines are managed by the Township.
- ❖ Any Procedures Manual updates are the responsibility of the Township.
Postage is not included in the above estimate, and will be charged at cost to the Township based on rates at the time of mailing.

Managed Voter Information Letters (VILs)

- ❖ Simply Voting will manage design, proofing, printing and mailing of the VILs.
- ❖ Printing and mailing will be executed by Taylor-Demers, supervised by Simply Voting.
- ❖ The Managed VIL pricing is an estimate based on the specifications described below and costs at the time of this proposal. Should the mailing specifications, volumes or costs change, the rate per unit will fluctuate accordingly.
 - Using a Simply Voting design, the VIL will be printed **double-sided** in **black ink** on **one 8.5 x 11” white sheet** containing the voter's address, your logo, and personalized voting instructions. The letter is folded to hide the PIN and is inserted inside a custom #10 high-security double-window envelope with return address, your logo and “Important Information” showing through the top window for easy identification.
 - **Dynamic Candidate Lists cannot be included.** Additional static pages can be included for extra fees (ex: Static, complete Candidate List or extensive Voter Assistance Center location information).
- ❖ The VIL will be sent via Canada Post as Letter Mail.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 38-2025

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on August 12, 2025.

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

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the August 12, 2025, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held on August 12, 2025, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time, August 12, 2025

Read a THIRD time and FINALLY PASSED, August 12, 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam