



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, September 6th, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 6th day of September 2022, at 7:30 pm.

1.0 **CALL TO ORDER**

Disclosure of recording equipment.

2.0 **ADOPTION OF AGENDA**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of September 6th, 2022, as circulated.

~

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

4.0 **MINUTES**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the August 9th, 2022, Council Meeting Minutes as written.

5.0 **ACCOUNTS**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the September 6th accounts in the amount of \$1,317,866.49.

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

None.

7.0 **STAFF REPORTS**

7.1 PUBLIC WORKS

7.1.1 Operations Update

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

7.2 CLERK

7.2.1 Restricted Acts After Nomination Day

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

8.0 **BUSINESS**

8.1 APPLICATION TO REPEAL DEEMING BY-LAW 59-2001

Planner Meghan Tydd-Hrynyk has prepared a report in this regard.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 33-2022, being a by-law to amend By-law 59-2001 of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2022.

9.0 **COUNCIL REPORTS**

Sharen Zinn

Jamie McCallum

Jim Nelemans

Kevin Freiburger

Jamie Heffer

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

- 10.1 Event Notice – United Way Campaign Launch
- 10.2 Monthly Report – Belgrave Water – July 2022
- 10.3 Annual Report – Huron Perth Public Health
- 10.4 Outstanding Action Items

11.0 **NEW BUSINESS**

None.

12.0 **BY-LAWS AND AGREEMENTS**

12.1 Compliance Audit Committee Appointment and Terms of Reference

At the August 9th meeting, Council gave direction to return a by-law appointing members to a Compliance Audit Committee and establishing Terms of Reference for the same. By-law 34-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 34-2022, being a by-law to appoint members to a Compliance Audit Committee and establish Terms of Reference for the same, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2022.

12.2 Shared Service Agreement – Animal Control

At the August 9th meeting, Council gave direction to return a by-law appointing members to a Compliance Audit Committee and establishing Terms of Reference for the same. By-law 35-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 35-2022, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and the Municipalities of Central Huron and Huron East for the sharing of the services of an Animal Control Officer, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2022.

12.3 Appointment of Animal Control Officer

At the August 9th meeting, Council gave direction to return a by-law appointing Steve Jensen as Animal Control Officer for the Municipality. By-law 36-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 36-2022, being a by-law to appoint an Animal Control Officer for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2022.

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:

1. *Section 239 (2) (b) regarding personal matters about an identifiable individual, including municipal or local board employees;*

Carried

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.

Carried.

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 # 32-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on August 9th, 2022, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2022.

Carried.

15.0 **ADJOURNMENT**

*Moved by ~
Seconded by ~*

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

Carried.

NEXT MEETINGS:

Regular Meeting of Council - Tuesday, September 6th, 2022, 7:30 pm
Regular Meeting of Council - Tuesday, September 20th, 2022, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, August 9th, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 9th day of August 2022, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Sharen Zinn
Kevin Freiburger
Jamie McCallum
Jim Nelemans

Staff in Attendance

Trevor Hallam	CAO/Clerk
Kirk Livingston	CBO/Drainage Superintendent/By-law and Property Standards Enforcement Officer
Meghan Tydd-Hrynyk	Huron County Planner

Others in Attendance

Dallas Coultres	Applicant MV03-2022
Denny Scott	The Blyth Citizen
Mike Wilson	Wingham Advance Times

1.0 CALL TO ORDER

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

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

2.0 ADOPTION OF AGENDA

Motion 174-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of August 9th, 2022, as circulated.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

Councillor Nelemans declared a conflict of interest regarding item 8.3, concerning his eligibility to sit on Council and the vacancy of the Office he currently holds.

4.0 **MINUTES**

Motion 175-2022

*Moved by Jim Nelemans
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the July 19th, 2022, Council Meeting Minutes as written.

Carried.

5.0 **ACCOUNTS**

Motion 176-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the August 9th accounts in the amount of \$273,993.85.

Carried.

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 COMMITTEE OF ADJUSTMENT

Application MV03-2022 Coultres
Concession 3, South Part Lot 4, Morris

Motion 177-2022

*Moved by Jamie McCallum
Seconded by Jim Nelemans*

THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV03-202, submitted by Dallas Coultres.

Carried.

COMMITTEE OF ADJUSTMENT MEETING

6.1.1 Call to Order

Mayor Heffer called the hearing of the Committee of Adjustment to order at 7:33 pm.

6.1.2 Declaration of Pecuniary Interest

None.

6.1.3 Purpose

The application proposed to reduce the MDS setback of 470 m to 253 m to the neighbouring barn across the road to the south as well as reduce the MDS setback of 380 m to 220 m to the neighbouring barn to the west.

6.1.4 Application Process

An application for a Minor Variance was submitted by Dallas Coultres and considered complete on June 17th, 2022.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on June 20th, 2022, and notice was posted on the subject property.

A Hearing of the Committee of Adjustment was held on July 5th during which the Committee deferred a decision on the application to allow staff and the applicant additional time to review the proposed house location in relation to existing barns and to discuss options.

6.1.5 Comments

1. Planner's Report

A report was presented by Huron County Planner Meghan Tydd-Hrynyk regarding this application.

2. Council's Questions and/or Comments

Deputy Mayor Zinn noted she was glad that a compromise was able to be reached.

3. Applicant and/or Agent

No comment.

4. Others

None.

6.1.6 Recommendation

It was recommended that application MV03-2021 be approved with the following conditions:

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

6.1.7 Committee of Adjustment Decision

Motion 178-2022

Moved by Jamie McCallum

Seconded by Jim Nelemans

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV03-2022, submitted by Dallas Coultres, subject to the following conditions:

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

Carried.

6.1.8 Close Committee of Adjustment

Motion 179-2022

Moved by Jim Nelemans

Seconded by Jamie McCallum

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

Carried.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Establishment of Compliance Audit Committee

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

Motion 180-2022

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law appointing members to a Compliance Audit Committee and establishing Terms of Reference for the same.

Carried.

8.0 BUSINESS

8.1 GENERAL UPDATE AMENDMENT TO THE MORRIS-TURNBERRY ZONING BY-LAW

Planner Meghan Tydd-Hrynyk presented a report in this regard.

Discussion followed regarding the change in direction with regard to what is being permitted compared to previous years, and whether Council is required to pursue the updates.

Motion 181-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to initiate a general update to the Morris-Turnberry Zoning By-Law, and that Notice of a Public Open House and Public Meeting be circulated.

Carried.

8.2 ELLISON MUNICIPAL DRAIN CROSSING TENDERS

Mr. Hallam presented a report prepared by project engineer Matt Ash in this regard.

Motion 182-2022

*Moved by Jim Nelemans
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of VanDriel Excavating Incorporated in the amount of \$22,342.82 excluding HST for the work on the Ellison Municipal Drain Crossing.

Carried.

8.3 DECLARATION OF VACANCY – OFFICE OF COUNCILLOR

A report was presented by Mr. Hallam in this regard.

Mayor Heffer thanked Councillor Nelemans for his years of service on Council and his efforts to represent the ratepayers of Morris-Turnberry.

Motion 183-2022

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris—Turnberry declares a vacancy in the Office of Councillor, currently held by Jim Nelemans, pursuant to Sections 259(1) and 262(1) of the Municipal Act, effective September 1, 2022;

AND FURTHER THAT said office shall remain vacant until filled by the General Election held on October 24th 2022.

Carried.

9.0 COUNCIL REPORTS

Sharen Zinn

No report.

Jamie McCallum

No report.

Jim Nelemans

Noted that there was a Belmore Maple Syrup festival meeting next week.

Kevin Freiburger

August 3rd attended a meeting of the Bluevale Community Committee regarding organizing for the upcoming baseball tournament.

Jamie Heffer

Attended the opening ceremonies of the Brussels Homecoming last weekend to bring greetings on behalf of the municipality.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Minutes – Saugeen Valley Conservation Authority – 19 May 2022
- 10.2 Minutes – Maitland Valley Conservation Authority – 18 May 2022
- 10.3 Minutes – Maitland Valley Conservation Authority – 15 June 2022
- 10.4 Notice – Enbridge Gas rate increase
- 10.5 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

- 12.1 Ellison Municipal Drain Crossing Third Reading

At the June 21st meeting, Council gave first and second reading to a by-law adopting the engineer's report for the installation of a crossing on the Ellison Municipal Drain. The Court of Revision was held on June 21st with no amendments being made, and the 40-day period for submitting an appeal has expired with no appeals being received. By-law 23-2022 was returned for third and final reading.

Motion 184-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law # 23-2022, being a by-law to adopt the engineer's report for the Ellison Municipal Drain Crossing, and that it now be read a third time, and finally passed this 9th day of August 2022.

Carried.

13.0 CLOSED SESSION

13.1 Enter closed session

Motion 185-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:03 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- 1. Section 239 (2) (b) regarding personal matters about an identifiable individual, including municipal or local board employees;*
- 2. Section 239 (2) (C) regarding a proposed acquisition or disposition of land;*
- 3. Section 239 (2) (K) regarding negotiations carried on by the Municipality.*

Carried

13.2 Return to open session

Motion 186-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 8:56 p.m.

Carried.

13.3 Report and Action from Closed Session.

Council received employee pay reports, considered an application for a Tile Drain Loan and discussed a shared service agreement for Animal Control Officer services.

14.0 CONFIRMING BY-LAW

Motion 187-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 32-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on August 9th, 2022, and that it now be read severally a first, second, and third time, and finally passed this 9th day of August 2022.

Carried.

15.0 ADJOURNMENT

Motion 188-2022

*Moved by Jim Nelemans
Seconded by Sharen Zinn*

*THAT the Council of the Municipality of Morris-Turnberry does
now adjourn at 8:56 pm.*

Carried.

NEXT MEETINGS:

Regular Meeting of Council - Tuesday, September 6th, 2022, 7:30 pm
Regular Meeting of Council - Tuesday, September 20th, 2022, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

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

September 6 2022

General

Hydro One	Morris Office	349.54
Hydro One	Streetlights	1,126.19
Bell Canada	Morris Office	444.79
Bell Canada	Emergency Lines	97.21
Bell Mobility	Cell Phone	25.06
Telizon	Long Distance Phone	1.83
Union Gas	Morris Office	279.52
Tuckersmith Communications	Morris Office	111.87
Huron Clean	Office Cleaning	373.18
Goderich Print Shop	Office Supplies	209.05
Pitney Bowes Leasing	Postage	191.20
OSIM	Website	271.20
Truly Nolen	Pest Control	375.00
Orkin Canada	Pest Control	106.73
North Huron Publishing Company Inc.	Advertisements	237.87
Realtax Inc.	Tax Collection Costs	1,017.00
Bluevale Community Committee	August Hall Rentals	95.00
Municipality of Huron East	Fire Calls	2,252.96
Minister of Finance	Policing - July	40,298.00
Berkana Farms	Ont Wildlife Damage Compensation Program	970.20
Bruce Whitmore	Wedding Solemnization	600.00
Municipality of Morris-Turnberry	Waste Bins	450.00
Sunbelt Rentals of Canada Inc.	Belgrave Development - Jane St Extension	4,783.89
Joe Kerr Ltd.	Belgrave Development - Jane St Extension	19,161.19
Minister of Finance	EHT - August 2022	1,034.29
WSIB	WSIB - August 2022	1,417.29
Payroll		
August 17 2022	Payroll	21,310.42
	Expenses	122.96
August 31 2022	Payroll	18,843.35
	Expenses	730.12
Council Pay	Payroll - August 2022	4,080.06
	Rec General	506.31

121,873.28

Building Department

Bell Mobility	Cell Phone	60.45
Foxton Fuels	Fuel	330.77
Minister of Finance	EHT - August 2022	236.09
WSIB	WSIB - August 2022	346.27
Payroll		
August 17 2022	Payroll	4,997.20
	Expenses	-
August 31 2022	Payroll	4,454.80
	Expenses	-

Building Total

10,425.58

Property Standards

Keppelcreek	Prop. Standards & Bylaw Enforce - July & Aug	2,321.71
	Property Standards Total	2,321.71

Drainage

Hydro One	Hopper Pump	117.02
Chuck Hull	Hyslop Municipal Drain	221.32
Chuck Hull	Lamont Municipal Drain	185.46
GM BluePlan Engineering Limited	Ellison Municipal Drain	161.03
D&I Wattam Const Ltd.	Cole Municipal Drain	48,756.68
Maitland Valley Conservation Authority	Municipal Drain Permits x 8	800.00

Drainage Total

50,241.51

Parks & Cemeteries

Hydro One	Kinsmen Park	34.48
Hodgins RONA	Garbage Bags	40.23
Artech Signs & Graphics Ltd	McKinney & Patton Park Signs	553.70
	Parks & Cemeteries Total	628.41

Belgrave Water

Hydro One	Belgrave Water	1,384.83	
Hydro One	Humphrey Well	46.42	
Bell Canada	Belgrave Water	132.16	
Allstream	Belgrave Water	68.04	
Kincardine Cable	Belgrave Water	35.02	
Hay Communications	Belgrave Water	11.30	
Pannabecker Holdings Inc.	Haul Waste Water	519.80	
Veolia Water	June & July Operations	11,575.54	
Municipality of Morris-Turnberry	Property Taxes	2,873.14	
	Water Total		16,646.25

Landfill

Bell Mobility	Cell Phone	8.91	
Hydro One	Morris Landfill	46.75	
PE Inglis Holdings Inc.	Portable Unit	175.15	
RJ Burnside & Associates Limited	Morris Landfill	7,407.58	
MGM Townsend Tire	Repair for 01-12 Tractor	228.26	
Joe Kerr Ltd.	Repair for Compactor	3,137.12	
Municipality of Morris-Turnberry	Property Taxes	8,627.81	
Bluewater Recycling Association	Curbside Pickup - August	13,688.82	
	Landfill Total		33,320.40

Roads

Hydro One	Morris Shop	174.77	
Hydro One	Turnberry Shop	217.57	
Bell Canada	Morris Shop	222.40	
Bell Canada	Turnberry Shop	97.21	
Bell Mobility	Cell Phones	59.05	
HuronTel	Turnberry Shop	66.56	
Union Gas	Morris Shop	13.82	
Union Gas	Turnberry Shop	559.03	
Radar Auto Parts	Shop Supplies	132.54	
Steffens Auto Supply	Shop Supplies	268.20	
McDonald Home Hardware	Shop Supplies	95.05	
Schmidt's Power Equipment	Chainsaw Supplies	197.35	
Totally One	Cell Phone Upgrade	1,042.43	
Foxton Fuels	Fuel	8,319.48	
New-Lift Hydraulics Ltd.	Parts for 15-10 Backhoe	162.61	
Brandt London	Repair for 17-01 Grader	2,871.61	
McGavin Farm Equipment	Parts for 15-10 Backhoe & 13-03 Grader	177.61	
Joe Kerr Ltd.	Part for 19-06 Tandem	30.70	
Cut Rite Tree Service	Stump Grinding	1,017.00	
Green Stream Lawn & Vegetation Management	Noxious Weed Control	17,801.94	
Da-Lee Dust Control	Dust Control	32,577.70	
Five9 Solutions Inc.	Radio System Upgrade	141,340.07	
Artech Signs & Graphic Ltd	McCall Line Culvert (M020)	441.32	
VanDriel Excavating Inc.	McCall Line Culvert (M020)	329,726.09	
BM Ross & Associates	McCall Line Culvert (M020)	5,262.42	
Lavis Contracting Co. Ltd.	Patching & Clyde Line Paving	483,675.11	
Municipality of Morris-Turnberry	Turnberry Shop Water	115.43	
Municipality of Morris-Turnberry	Turnberry Shop Waste Bin	220.00	
Minister of Finance	EHT - August 2022	1,250.59	
WSIB	WSIB - August 2022	1,834.20	
Payroll			
August 17 2022	Payroll	27,542.82	
	Expenses	-	
August 31 2022	Payroll	24,653.15	
	Expenses	243.52	
	Roads Total		1,082,409.35

Account Total **1,317,866.49**

Approved By Council:

September 6 2022

Mayor - Jamie Heffer

Treasurer- Sean Brophy

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Mike Alcock, Director of Public Works
DATE: September 6th, 2022
SUBJECT: Operations Report

RECOMMENDATION

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

For Information Purposes Only

BACKGROUND

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

- Routine Road Patrols are being completed as scheduled and / or as required.
- Our summer students have done a great job maintaining our park areas as well as setting up traffic counters around the Municipality and assisting Public Works.
- Shop maintenance and vehicle maintenance are being completed as time permits and as required.
- Public Works staff repaired a section of Clyde Line with a suspected base and drainage failure prior to paving over it.
- Lavis completed asphalt paving on Clyde Line from Morris Road to St. Michaels Road on July 13, 2022. The paving job turned out excellent and will allow Clyde Line to accommodate the higher traffic volumes and larger vehicles that it is experiencing.
- Walker Industries completed surface treatment on Glenannon Road on August 10, 2022.
- Culvert replacement on McCall Line was completed by Vandriel Excavating on August 15, 2022.
- Public Works staff continue cutting trees that pose a hazard and removing brush with the brush cutter when possible.
- Construction on the New Smuck Bridge on Abraham Line is proceeding on schedule. The new bridge is complete and open to local traffic. The contractor is working on removing the old bridge, installing guide rail and completing the roadway approaches to the new bridge. The existing abutments still require partial removal as well.
- Dust control was completed immediately following fresh gravel.
- The public works department completed a trial on a dust control product called Dustmaster 20 supplied from Pallard Highway Products Ltd. The results of the trial conclude after one season there is no discernible difference in the 2 products.
- Construction of the Jane Street extension has been completed to granular 'A' grade. Installation of water services, asphalt and streetlights will be coordinated with construction of buildings.
- Three public works staff are enrolled in grader training which is occurring this week and next week.
- Public Works staff is completing ongoing spot ditch repairs in problem spots.
- The dedication plaque was installed adjacent to the antique grader that was donated to Morris-Turnberry. The donors and the son of the original operator joined Public Works staff for morning coffee break and see the plaque.
- Stump grinding is ongoing following tree removal when enough stumps are available to make it worth while.

Respectfully submitted,



Mike Alcock,
Director of Public Works



REPORT TO COUNCIL

Prepared by: Kim Johnston
Date: September 6, 2022
Subject: Restricted Acts in a Municipal Election Year
(2022) has been engaged

Recommendation:

For Council's information.

Background:

The Municipal Act, 2001 establishes the governing authority for municipalities and municipal councils in Ontario. Under Section 275 of the *Municipal Act, 2001* a municipal council is prohibited from performing certain actions in a Municipal Election year where it is determined that there will be a material change in its membership during the next term of office. This is commonly referred to as the "Restricted Acts" clause (or a "Lame Duck" Council).

The Restricted Acts clause may be triggered depending on the outcome of two key dates in an upcoming Municipal Election: Nomination Day (i.e., the final day to submit nominations for office) and Final Voting Day. If it is apparent that the incoming Council will be comprised of less than three quarters (i.e., 75%) of its current membership, the Council is required to refrain from certain acts until its next term begins.

Once all nominations were certified on August 19th, 2022, it indicated that four(4) or more incumbent members of current Council are **not certain** to be re-elected. This engaged the Restricted Acts clause or a Lame Duck Council.

On March 1, 2022, Council passed By-Law No. 9-2022, being a bylaw to delegate certain authorities to the CAO/Clerk for the Period of August 19th, 2022 to possibly November 14, 2022 (Restricted Acts/Lame Duck Period).

As of August 22, 2022, Morris-Turnberry Council is prohibited from making any decisions on the following matters until the end of the Restricted act period (October 24th or November 14th, depending on election results):

- a) Appointing or removing of any officer of the Municipality,
- b) Hiring or dismissing any employee of the Municipality,
- c) Disposing of any real or personal property of the Municipality with a value over \$50,000; and,
- d) Incurring any expenditures or liabilities exceeding \$50,000.

The Clerk/Returning Officer will advise Council following the Final Voting Day (October 24th) in the 2022 Municipal Election if it is determined that the Restricted Acts Clause of the *Municipal Act, 2001* will still be in place until November 14th, 2022.

OTHERS CONSULTED

Trevor Hallam, CAO/Clerk

Respectfully submitted,



Kim Johnston



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

www.huroncounty.ca

To: Municipality of Morris-Turnberry

From: Meghan Tydd-Hrynyk, Planner

Date: September 6, 2022

Re: Repeal Deeming By-law and Deeming By-law Application DB01-22

Lots 34, 35, 48 & 49 Plan 164, Former Township of Turnberry, Municipality of Morris-Turnberry (91135 Belmore Line)

Applicant/Owner: Evergreen Holsteins (Robert & Andrea VanNes) c/o Nancy Michie

RECOMMENDATION

As this application is related to Zoning By-law Amendment Application Z02-2022 (for which the Department recommended denial), the Department is not in favour.

Should Council wish to approve, the following would be the recommendation:

1. By-law 59-2001 of the former Township of Turnberry be repealed from Lots 34, 35, 48 & 49; Plan 164;
2. And that a By-law under Section 50(4) of the Planning Act to deem lots 34, 35, 10 & 11, Plan 164 and lots 48, 49, 8 & 9, Plan 164 not a plan of subdivision be passed and that the by-law be registered on title of the subject property

BACKGROUND

Section 50(4) of the Planning Act gives Council the ability to designate any plan of subdivision or part of a plan of subdivision that has been registered for eight years or more to be deemed not to be a plan of subdivision for subdivision control purposes (this is commonly referred to as a deeming by-law). Council can also repeal a deeming by-law from all or part of a plan of subdivision and thereby re-create lots in a subdivision.

There are no notice requirements for a repeal or deeming by-law before Council passes the by-law although the owner of the lands is required to be informed once the by-law is passed and must be given the opportunity to address Council regarding the by-law, if such a request is received within twenty days of the notice of passing being sent.

COMMENTS

The property was subject to Zoning Application Z02-2002 which amended the zoning on the lands from Village Residential Low Density (VR1) and Development (D) to Village Residential – Medium Density (VR2) and designated Residential in the Morris-Turnberry Official Plan.

The previous deeming by-law 59-2001 merged lots 35 with 34 and lot 48 with 49. It is understood that the applicant will be deeming the four (4) lots with an additional four (4) lots. The resulting lots would merge lots 8 & 9 with 48 & 49 while lots 10 & 11 would merge with lots 34 & 35. This will create two

lots for the purposes of development. A nitrate study was completed as part of the requirement for the rezoning of the lands. Huron County Planning Department previously recommended denial of the zoning application due to the nitrate study recommendations. It was recommended that 1.8 units would be suitable based on the soils in the area. There will be 1 – 3 unit building and 1 – 2 unit building on each resulting lot.

This development could have negative impacts on neighbouring properties and does not support the intended development as permitted by the Morris Turnberry Zoning By-law and by the Official Plan. As such, it is recommended that the deeming by-law be denied.

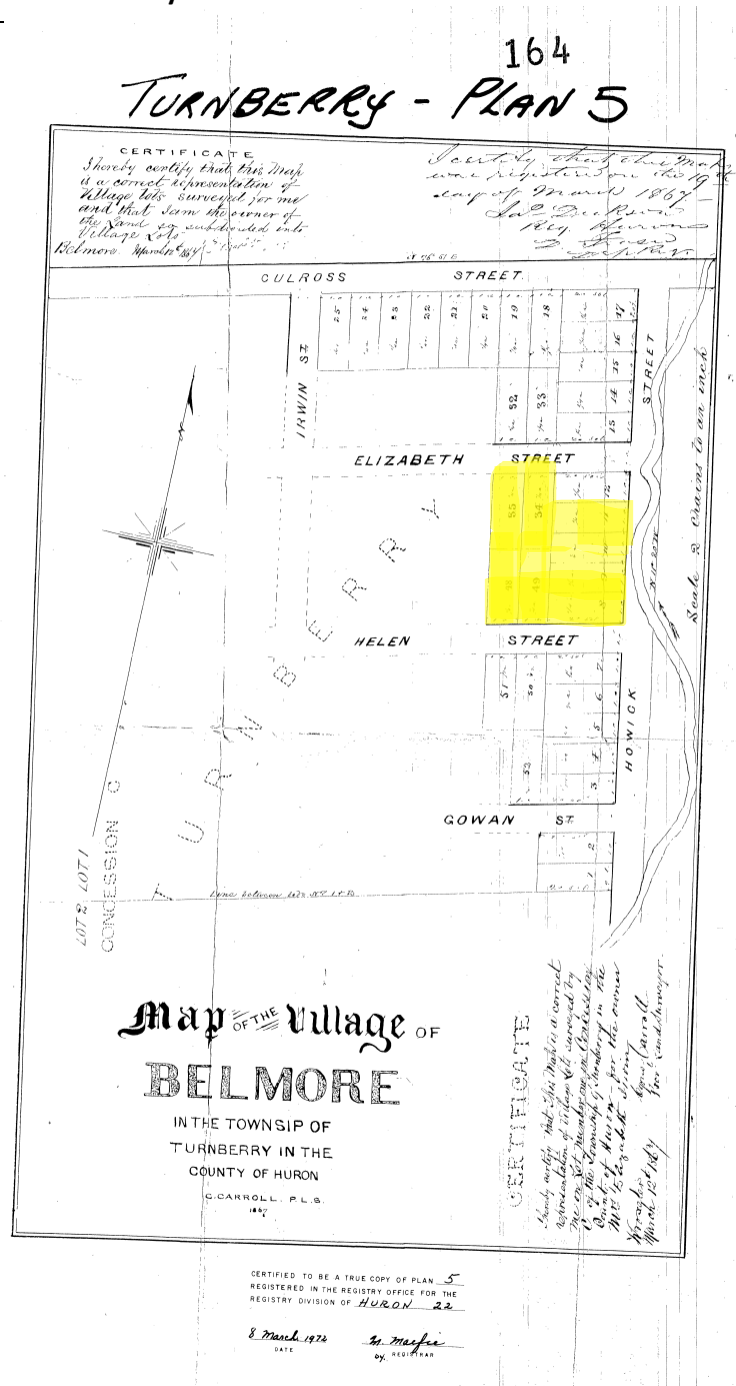
Figure 1. Airphoto of Subject Property (outlined in orange)



Figure 2. Google Streetview of Subject Property (existing house to be torn down)



+





CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 33-2022

Being a by-law to amend By-law 59-2001 of the Municipality of Morris-Turnberry.

WHEREAS Section 50(4) of the Planning Act, R.S.O. 1990, as amended, authorizes a municipality to designate any plan of subdivision or part thereof that has been registered for eight years or more as not being a plan of subdivision for subdivision control purposes;

AND WHEREAS the Council of the Municipality of Morris-Turnberry passed By-law 59-2001 on the 18th day of September, 2001, to designate plans of subdivision or parts thereof which shall be deemed not to be registered plans of subdivision;

AND WHEREAS it is deemed expedient to amend By-law 59-2001 for the purpose reversing its effect on certain parts of a plan of subdivision to adequately control the development of land in the municipality;

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

1. That By-law 59-2021 is hereby amended by the replacement of Schedule 'A' with the revised Schedule 'A' attached hereto and forming part of this by-law.
2. That this by-law shall be registered in the appropriate Land Registry Office;
3. That this by-law will come into full force and effect upon its registration in the proper land registry office.

Read a FIRST and SECOND time this 6th day of September 2022

Read a THIRD time and FINALLY PASSED this 6th day of September 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Schedule ‘A’

The following lands in Municipality of Morris-Turnberry shall be deemed by by-law 59-2001 and joined to the lots directly easterly, as follows:

Plan Number	Lot to be deemed	Lot to be joined to
1/ Plan 164	Lot 32	Lot 19
2/ Plan 164	Lot 51	Lot 50



United Way
Perth-Huron

Coordinator: Lisa Harper

✉ Lharper@perthhuron.unitedway.ca

— Northern Huron —

UNITED WAY CAMPAIGN KICKOFF CELEBRATION

SUNDAY SEPT 11TH 1-4 PM

NORTH HURON WESCAST COMMUNITY COMPLEX

LOCAL MUSICIANS
PERFORMING ON
LOCAL PORCHES

TOWN-WIDE
TUNES

COMPLETE YOUR
PORCH PASSPORT
FOR A CHANCE TO WIN

WINGHAM
COMMUNITY
CONNECTORS'

VOLUNTEER
VENDOR FAIR

DISCOVER & EXPLORE
LOCAL VOLUNTEER
OPPORTUNITIES

WINGHAM AIR CADETS
HOSTS

CHERREY'S
DOG HOUSE

BEAVERTAILS
& BBQ

SPONSORS



Belgrave Summary (with SCADA Data)

July, 2022

WELL FLOW

		<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max:	4.05	177.05
	Average:	3.54	97.71
	Total:		3,028.98

Jane

Max:	1.50	83.54
Average:	1.37	57.32
Total:		1,776.91

Combined:

Min:		104.14
Max:		260.59
Average:		155.03
Total:		4,805.89

TREATED FLOW - Discharge

Max:	230.39	m3
Average:	127.45	m3
Total:	3,950.92	m3

SCADA On-Line Analyzer

CL2 Residual (free):

Max:	1.99	mg/L
Min:	1.00	mg/L
Average:	1.45	mg/L

TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
Max:	0.22	0.15	NTU
Min:	0.18	0.12	NTU
Average:	0.20	0.14	NTU
# Grab Samples:	2	2	

Treated Water Grab Residuals:

CL2 Residual (free):

Max:	1.88	mg/L
Min:	1.07	mg/L
Average:	1.45	mg/L
# Grab Samples:	18	

CHEMICAL USE

Chlorine:		<u>Pump # 1</u>	<u>Pump # 2</u>
Total	Litres	0.00	180.70
Total	kg	0.00	11.75
Average, mg/L	Dosage	0.00	6.12

Potassium Permanganate:

Total	Litres	208.46	125.21
Total	kg	4.17	2.50
Average, mg/L	Dosage	1.31	1.31

CHLORINATION ON DISTRIBUTION SYSTEM

Humphrey On-Line Analyzer:

CL2 Residual (free)

Max:	1.68	mg/L
Min:	1.47	mg/L
Average:	1.26	mg/L

Distribution Grab Residuals:

CL2 Residual (free)

Max:	1.50	mg/L
Min:	0.92	mg/L
Average:	1.23	mg/L
# Grab Samples:	18	

BACTERIOLOGICAL TESTING

Treated Water to Distribution

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Distribution Water

Tests Done:	8
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Jane Raw Water

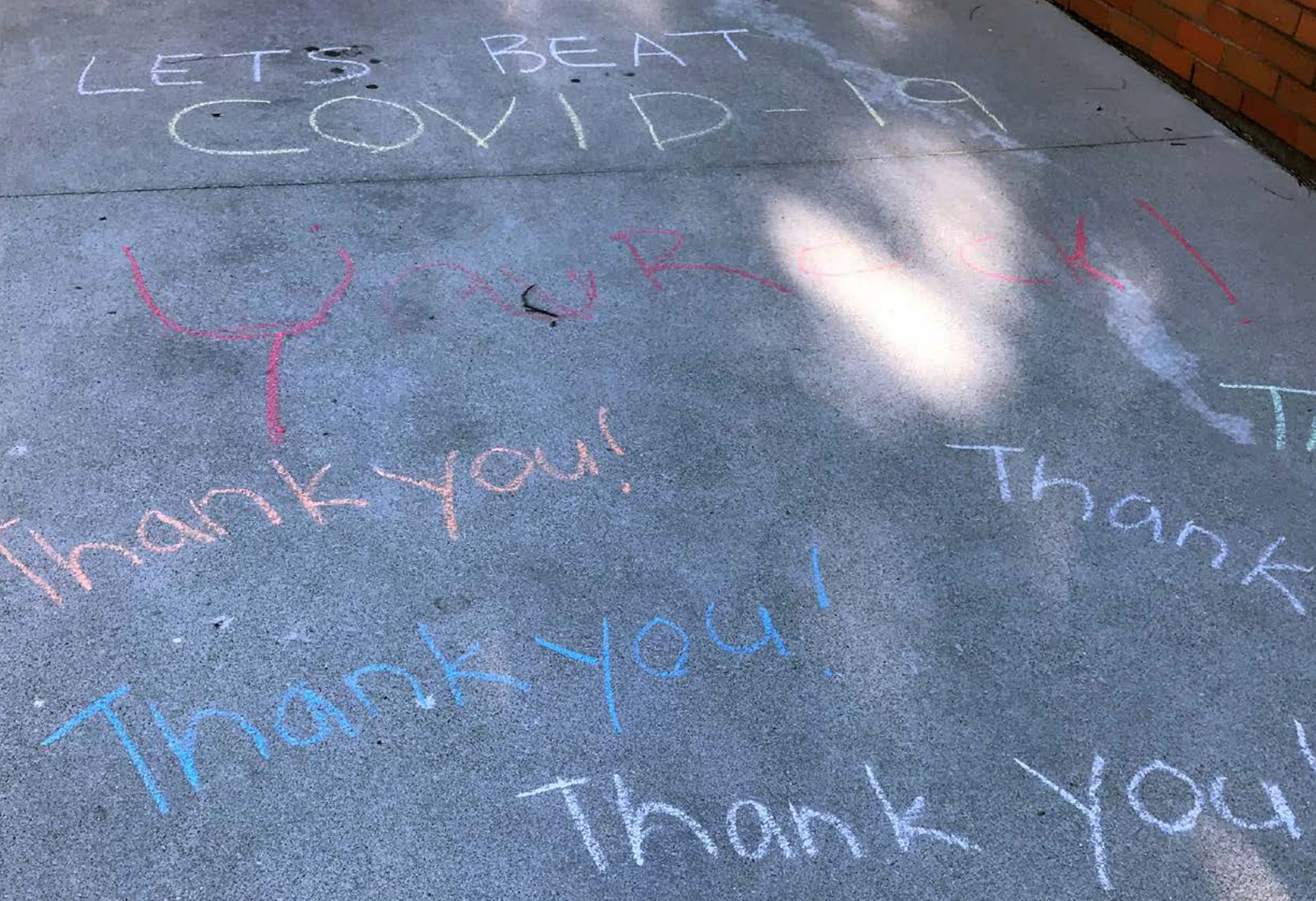
Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

McCrea Raw Water

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

Operators that operated the system:

John Graham	Water Treatment - Class 3	11535	Aug 31, 2022
Nancy Mayhew	Water Treatment - Class 2	16185	Jan 31, 2024
Gary Nicholson	Water Treatment - Class 2	95123	July 31, 2022
Ben Nethery	Water Treatment - Class 1	98589	Sept. 30, 2023
Ryan Mackay	Water Treatment - OIT	110231	May 31, 2023



Huron Perth Public Health Annual Report 2021

www.hpph.ca

Vision, Mission & Values

Vision

Optimized health and well-being for all.

Mission

HPPH takes action to protect and promote population health and prevent disease, strengthening quality of life and well-being for all.

Values

Equity, Diversity and Inclusion

We value all community members. We are responsive to the communities we serve and commit to finding ways for people to feel safe and welcome.

Evidence-informed Practices

We will use the best available information and public health best practices in our work.

Partnership and Collaboration

We value our relationships and commit to authentic engagement in our work in order to meet the public health needs of our communities.



People

We acknowledge that HPPH staff are the greatest asset to achieving our vision and mission, and commit to creating a healthy workplace together.

Innovation

We embrace new ways to respond to the public health needs of our populations and will use bold and creative approaches as needed.

Accountability

We focus on our public health mandate and are committed to transparent accountability for the use of our resources.

Leadership

All staff are valued as HPPH ambassadors who continually show leadership by using public health knowledge, skills and expertise to improve population health.

Board Chair Kathy Vassilakos

The COVID-19 pandemic has disrupted the daily routine of our lives and challenged our sense of time and place, which makes it difficult to know what day it is let alone what year.

However, as I reflect on the events of 2021 it becomes clear that 2021 was the year that changed the trajectory of the pandemic. It did not always feel that way, and many events challenged this trajectory, but there is no denying that the scientific miracle of vaccination turned the tide on both our local and global response to COVID-19. We are in a significantly better place now than in the summer of 2020, and this is in no small part due to the work of public health.

Like many citizens, I received all my vaccinations at a clinic run by Huron Perth Public Health (HPPH). The professionalism, compassion, efficiency, and expertise of HPPH staff was on full display. I am grateful for the work of HPPH employees and would like to acknowledge both their public-facing and behind-the-scenes efforts. I would also like to thank all the volunteers

and community and municipal partners who made the mass vaccination clinics possible.

While it is easy to focus on the pandemic, I would like to take a moment to highlight a few non-COVID-19 activities. Mother & Young Child Clinics, Healthy Babies Healthy Children, Healthy Smiles Ontario, and the Ontario Seniors Dental Care Program are just a few of the HPPH programs that continued in some capacity throughout 2021. The resources and planning required to resume full public health programming is significant, however the Board of Health has confidence in Dr. Klassen and HPPH staff. We know that given sufficient resources they are ready and capable of resuming a full slate of public health programming.

Early in the pandemic there was a public perception that we were all in the same boat, but



the pandemic highlighted what public health has understood for a long time: we are not all in the same boat and our social and economic conditions have a profound impact on our ability to weather the storm. As the Board of Health continues to support the work of HPPH, we remain united in our commitment to equity and evidence-informed decision making and to the vision, mission and values of HPPH. It is through these values that we meet our obligation to protecting the health of all the residents of Huron and Perth counties.

Kathy Vassilakos, Chair
Huron Perth Public Health
Board of Health

Board Vice-Chair Dave Jewitt

As Vice-Chair of the Huron Perth Public Health (HPPH) Board of Health, I would like to take this opportunity to thank the staff at HPPH for their hard work and dedication on behalf of the residents in Huron and Perth Counties.

Without question the COVID-19 pandemic had, and continues to have, an impact on the lives of our residents. The educational background and work experience of our staff has benefited our communities greatly. I would be remiss if I did not thank the countless volunteers and community partners that freely gave of their time to assist HPPH during this time.

As a Board, protecting the health of our community is imperative and we recognize that much work will still be required to support community recovery. Public health encompasses a wide variety of areas and it is incumbent upon us to continue to provide community support and programs in all of these areas.

It is incredibly important that we continue to focus on equity within public health and the Board remains committed to ensuring that all of our work is viewed through this lens.

It has been an incredible experience to be a board member and see how public health impacts virtually every aspect of our lives. I firmly believe that with the commitment to providing exceptional public health from our staff, oversight by our Board and the continued support of our community members, that HPPH will continue to play an integral role in our community well-being.



Dave Jewitt, Vice-Chair
Huron Perth Public Health
Board of Health

Board of Health in 2021

Jim Fergusson
Deputy Mayor,
Municipality of Bluewater

Bonnie Henderson
Councillor, City of Stratford

Daryl Herlick*
Councillor,
Municipality of Perth East

Board of Health Vice-Chair

Dave Jewitt
Deputy Mayor,
Municipality of Central Huron

Todd Kasenberg**
Mayor, Municipality of North Perth

Marg Luna
Councillor, Town of St. Marys

Bernie MacLellan
Mayor, Municipality of Huron East

Myles Murdock
Deputy Mayor, Town of Goderich

Paul Robinson
Provincial Representative

Board of Health Chair

Kathy Vassilakos
Councillor, City of Stratford

Bob Wilhelm
Mayor, Township of Perth South



Above: Board of Health Chair, Kathy Vassilakos receiving a COVID-19 vaccination.

*stepped down February 2021

**joined March 2021

Medical Officer of Health Dr. Miriam Klassen

I am pleased to share the first comprehensive annual report for Huron Perth Public Health (HPPH). HPPH was established on January 1, 2020 as a result of the merger of former Huron County and Perth District Health Units.

The Senior Leadership Team began 2020 intending to complete the operational details of the merger. However, by March 11, the World Health Organization had assessed that COVID-19 could be characterized as a pandemic. On March 14, HPPH confirmed the first case of COVID-19 in a Huron Perth resident and on March 17, Ontario declared a State of Emergency. HPPH staff met the challenge of leading the public health response to COVID-19 with skill, dedication and compassion, despite the stress and uncertainty. The increased workload necessitated that most other programs and services were reduced or paused (including a condensed 2020 annual report). Even though most internal staff were redeployed to the pandemic response, significant human resource capacity was added to HPPH in order to meet the demands.

This report provides a high level summary of the extraordinary work that was completed in 2021 to mitigate the impact of COVID-19, while also maintaining other critical public health programs and services. HPPH staff investigated 3186 lab-confirmed cases of COVID-19, supported the management of 85 outbreaks, and led the roll out of the largest mass vaccination program in the history of Huron Perth, providing over 250 000 vaccine doses in collaboration with numerous community partners.

While this annual report provides a snapshot of our COVID-19 work in 2021, we'll be releasing additional reports over time that provide more detailed information on our COVID response over the entire pandemic, starting in March of 2020.

In 2021, HPPH also developed our new Vision, Mission, and Values Statements, which will guide this organization moving forward in continued efforts to optimize health for all in Huron Perth.

During the last 2 years, the pandemic has impacted every individual, family, and business/organization either directly through illness, or indirectly through the unavoidable effects of public health measures. Some of us have been merely inconvenienced; some of us experienced greater losses such as loss of jobs, lack of social connections, lost opportunities to mark special milestones, interruptions in education and delayed/missed treatment for other health conditions. Tragically, at the time of this report, 112 lives have been lost due to COVID-19 over the course of the pandemic. It is important to acknowledge that COVID-19 disproportionately impacted some populations such as workers in low-income occupations and racialized communities.



The pandemic started with great uncertainty; now, we have far greater understanding of COVID-19 and more tools to mitigate this serious infection including effective vaccines and treatments. We can move forward in 2022 knowing we have the knowledge and strategies to respond to new waves and new variants of COVID-19. We also look forward to renewing our efforts to tackle other public health challenges such as mitigating climate change, enhancing mental wellness, addressing the opioid crisis and striving for equity in all our programs and services; strong local public health is essential in tackling these complex issues.

I want to thank the Board for their ongoing leadership and support. To HPPH staff – you may recall my comments from early in the pandemic, when I advised we needed to prepare for a marathon, not a sprint. Thank-you! You have run the race well! It has been an honour to work with you and I am proud of what we have achieved together. Finally, I want to thank everyone in Huron Perth for your efforts to mitigate COVID-19, and for your continued kindness with one another as we navigate these challenges together.

Miriam Klassen
Medical Officer of Health and CEO
Huron Perth Public Health

Management Team



Medical Officer of Health & CEO

Dr. Miriam Klassen

Physician Consultant

Dr. Lauren Hayward

Directors

Barb Leavitt

Julie Pauli

Tanya Sangster

Christina Taylor

Managers

Karen Bergin-Payette

Jennifer Duffin

Megan Goss

Lori Holmes

Annette Hoyles

Janet Jackson

Amy MacDonald*

Rita Marshall

Tanya Patry

Melissa Purdy*

Karen Sherwood

Nancy Summers

Jacqui Tam**

Dori Taylor*

Jessica Thompson*

Angela Willert

*temporary managers
for COVID response

**served part of 2021

Locations

Stratford

West Gore | 653 West Gore Street

Festival Square | 10 Downie Street

Clinton

77722B London Road

Listowel

161 Inkerman Street West

Wingham

131 John Street East

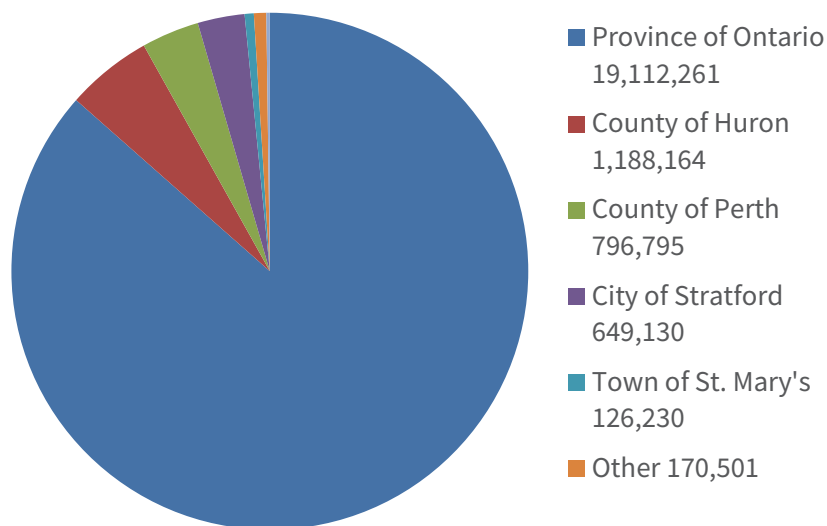
Above L-R: HPPH offices
at West Gore and Clinton

Financials

Huron Perth Public Health financial picture, year ending December 31, 2021.

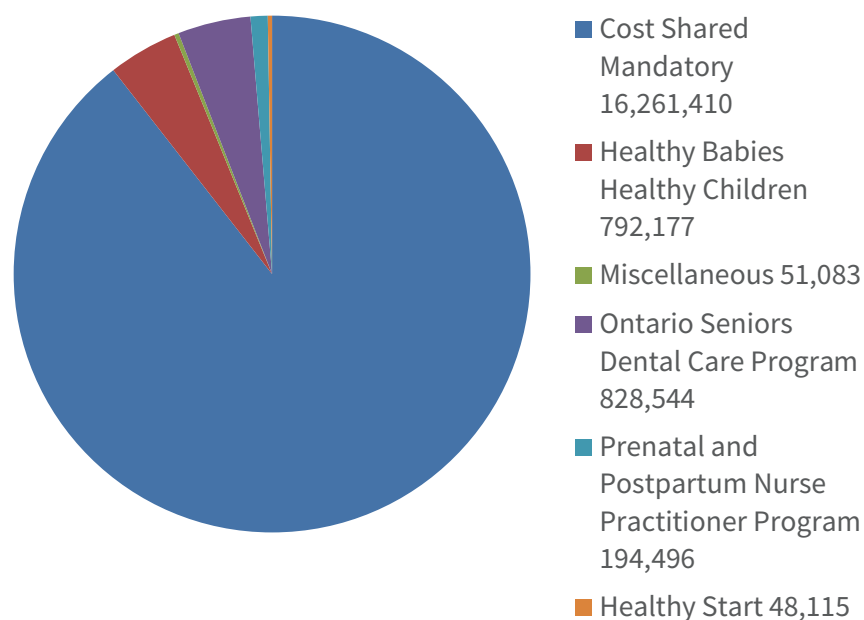
2021 Revenue Huron Perth Public Health

\$ 23,077,870



2021 Expenditures* Huron Perth Public Health

\$ 24,424,804



*New for 2021

The 2021 statements include an actuarial review of the post retirement benefits and have been fully expensed in the 2021 statements. These expenses have been absorbed into accumulated surplus.

COVID-19 Response

2021 saw several waves of infection driven by new, more transmissible variants of COVID-19, including Delta and Omicron. You will see more details in our Huron Perth Public Health COVID-19 Disease Report, but here are some highlights of our management of cases and outbreaks.

3186

Lab-Confirmed
COVID-19 Cases



196

Cases in Healthcare
Workers (6% Cases)



554

Cases in School-
Aged (4-18 Years)



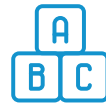
112

Hospitalized Due
to COVID-19



88

Cases in Children
(<4 Years) in
Childcare



52

Huron Perth
Residents Died
Due to COVID-19

COVID-19 Outbreaks by Setting

The definition of an outbreak varies by setting. In long-term care, retirement and congregate living settings: **one or more** residents or staff members with COVID-19. In hospital, workplace, school, childcare, and community settings: **two or more cases within 14 days**.

18

Long-term
Care Home

6

Retirement
Home

2

Hospital

28

Workplace

8

Congregate
Living Setting

5

Community

16

School

2

Childcare



HPPH convened the Huron Perth Mass Vaccination Advisory Committee (HPMVAC) in December 2020. The committee played a critical role in guiding the COVID-19 vaccination rollout, including strategic decisions, coordination, and communication of vaccination activities locally.

HPMVAC was a collaborative of numerous stakeholders including Huron Perth Public Health, the Huron Perth and Area Ontario Health Team (representing **more than 60 organizations** including, but not limited to, Hospital, Paramedics, Primary Care, Community and Home Care, Mental Health and Addictions Services, Long-Term Care), pharmacy sector representation, municipalities and community representatives.

With the majority of Huron Perth residents vaccinated against COVID-19 by early 2022, the committee voluntarily disbanded in February, 2022.

Please visit our [Huron Perth Mass Vaccination Advisory Committee](#) webpage for more information.

Above: Vehicles lined up at a drive-through COVID-19 vaccination clinic, HPPH Clinton site, August 10, 2021.

COVID Intake

The COVID Intake team responds to questions and requests for information from residents, businesses and organizations, schools, workplaces, places of worship and healthcare providers. On average, there were over 1000 phone and email inquiries per month in 2021. March, April and June each saw over 2000 inquiries.

20 014

Total
inquiries

Top 3 topics:



Vaccine



COVID Illness Case/Isolation



Government Regulations



Left: Volunteers at COVID-19 vaccination clinic at Listowel's Steve Kerr Memorial Complex, June 2, 2021.

COVID-19 Vaccine

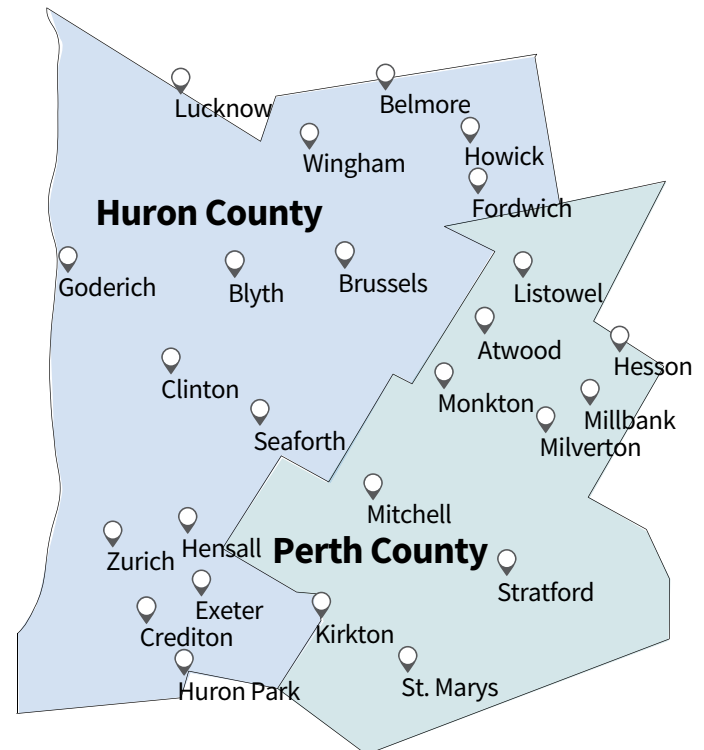
2021 saw the largest vaccine roll out in history. Vaccine supply was very limited initially and the focus was on our most vulnerable residents – those living in long-term care and retirement homes. As supply increased and became stable, eligibility expanded.

254 723

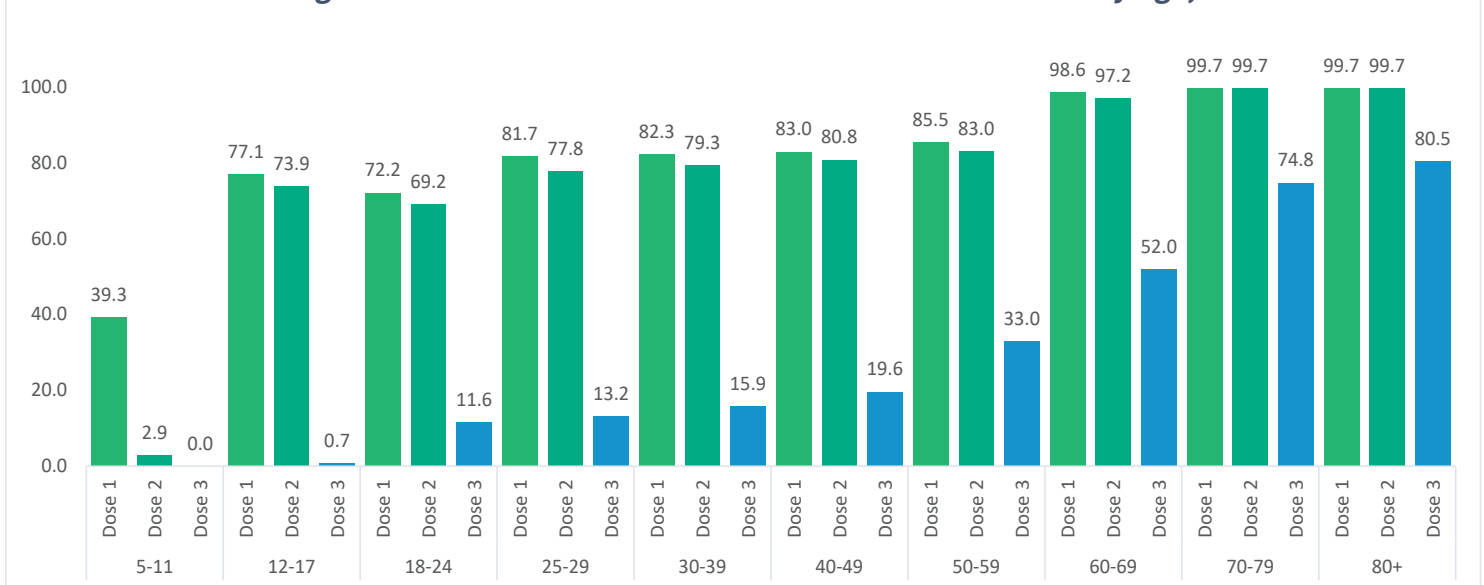
Vaccine Doses Administered by HPPH and Our Partners

COVID-19 Mass Vaccination Clinics

HPPH held 282 mass vaccination clinics – **133 in Huron** and **149 in Perth**. The map shows the communities where clinics were held.



Coverage of Huron Perth Residents for COVID-19 Vaccine Doses by Age, 2021



Data for this graph span from January 1 to December 31, 2021 and are based on vaccine dose records assigned to HPPH. Age is calculated as the age at the date of vaccination.

Provincial Regulations & Public Health Measures

For HPPH public health inspectors, the priority in 2021 was to provide education and enforcement related to the *Reopening Ontario Act*, provincial orders, public health measures and workplace inspections. The team supported two successful Multi-Ministry Team COVID-19 Inspection and Education blitzes, developed many resources and hosted workplace webinars to educate operators on the importance of COVID-19 prevention measures.

Public Health Orders, Instructions & Recommendations

HPPH issued Section 22 Class Orders, Letters of Instruction (LOI), and Letters of Recommendation (LOR) in order to decrease the health risks to Huron Perth residents posed by COVID-19. The Medical Officer of Health issued the Sec. 22 Class Orders under the *Health Protection and Promotion Act*, and the LOIs under the *Reopening Ontario Act*. The documents were aligned with provincial direction where possible, and rescinded when possible. Learn more at [Sec. 22 Orders and Instructions](#).

Orders and Letters issued or active in 2021

Class Order Section 22:

Cases and Contacts

Employers of Temporary Foreign Workers (TFW)

Letter of Instruction:

Places of Worship

Private and Parochial Schools

Sports and Recreation Facilities

Letter of Recommendation:

Employers, Businesses and Organizations

Businesses and Individuals (issued in partnership with Southwestern Public Health and Middlesex-London Health Unit)

Supporting Vulnerable Community Members

Self-isolation

Being required to isolate due to COVID-19 was a hardship for many families and individuals. Their life circumstances were barriers to being able to successfully or safely isolate. This was especially true for those living in poverty, experiencing homelessness, living in crowded conditions or social housing; those who are temporary international workers; those with mental health challenges and/or addiction; single parents; and those with English as a second language.



HPPH ensured the provision of supports such as groceries, cleaning supplies, pharmacy deliveries, other essential goods, and transportation or accommodations. **One hundred and seven (107) parties received grocery supports and three parties were provided accommodations.** Where possible, individuals and families were linked to other community services including social services, financial support, food banks and churches.

Mobile Testing

HPPH worked with Huron and Perth County paramedics and local testing/assessment centres to arrange in-home COVID-19 PCR testing for individuals who faced barriers to getting tested.

Mobile COVID-19 Vaccination Clinics

HPPH provided mobile COVID-19 vaccination clinics to long-term care homes, retirement homes and congregate living settings. Paramedic partners and facility staff assisted at some of these clinics.



Non-COVID Public Health Programs

HPPH's response to COVID has required significant resources and we have redeployed staff from our regular programs and services to COVID for over two years. On average, public health units in Ontario **diverted 78% of all available resources to the COVID response.**

HPPH had to suspend, reduce or modify many of our regular public health programs and services. However, we continued to provide some services.

Source: Association of Local Public Health Agencies – [Public Health Resilience in Ontario Executive Summary](#)



Water sample bottles
at St. Joseph's beach,
July 21, 2021.

Vaccine-Preventable Disease

Grade 7 Immunization Community Clinics

HPPH held community clinics to help students get up-to-date on routine immunizations. Typically, students receive these immunizations at school-based clinics.

Seven clinics took place in Perth and six in Huron. Hepatitis B (Hep B), Human Papillomavirus (HPV) and Meningococcal (Men-C-ACYW-135) vaccines were offered.

Vaccine Doses Administered

Vaccine	Perth	Huron
HPV	734	549
Men-C-ACYW-135	585	384
Hep B	712	558

Influenza Clinics

HPPH held influenza immunizations clinics for children under age five without a family physician or who were not eligible to be vaccinated at a pharmacy.

 **44** Doses in Perth
12 Doses in Huron



Infectious Disease

The Infectious Disease team is responsible for:

- Responding to and investigating diseases of public health significance (DoPHS).
- Responding to and investigating communicable disease outbreaks in highest risk settings such as long-term care homes, retirement homes and congregate living settings.
- Conducting infection, prevention and control audits to ensure facilities are equipped to respond to potential disease outbreaks.

In 2021, the team supported local investigations into recalled frozen mangoes suspected of Hepatitis A contamination.

This investigation mobilized a multi-health unit team response to support disease investigation, access to vaccination, and removal of product from store shelves.

Despite being heavily involved with COVID-19 disease outbreak management, the team conducted over 150 DoPHS investigations.

Environmental Health

HPPH provided essential programming to protect health, prevent and reduce health hazards, and mitigate disease risks associated with both built and natural environments. Due to the demands of the pandemic response, Public Health Inspectors modified mandated inspections to ensure compliance with the *Reopening Ontario Act* and access to businesses under the restrictions of provincial orders and mandates.



Inspections in 2021

Compliance	1121
Demand	15
Re-inspections	148
Complaint	17
Pre-opening	15
Total	1316

1799

Total inquiries & investigations completed

Top 5 topics:



471

COVID-19



444

Rabies



275

Food Safety



151

Drinking Water



110

Health Hazard



Beach Water Sampling

18

Locations Across Huron Perth



1189

Samples taken
June 14–August 27



Beach Sampling Locations

Amberley Beach

Ashfield Township Park Beach

Black's Point Beach

Goderich | Main Beach

Goderich | Rotary Cove

Goderich |
St. Christopher's Beach

Hay Township Park Beach

Hidden Acres Mennonite Camp

Houston Heights Beach

Howard Street Beach
(formerly Bayfield | South Beach)

Pier Beach
(formerly Bayfield | Main Beach)

Port Albert Beach

Port Blake Beach

St. Joseph's Beach

St. Marys Quarry

Sunset Beach

Wildwood Conservation Area |
Beach

Woodland Lake RV Resort

Health Line

Health Line is a phone help line staffed by public health nurses who answer questions on a variety of health topics, offer resources, and provide information on HPPH and community programs. In 2021, Health Line responded to non-COVID inquiries and also received some COVID inquiries.

Portion by Program

Vaccine preventable disease	39%
Infectious disease	16%
Healthy Babies Healthy Children/ Healthy growth and development	7%
Other	9%
Chronic disease, substance use and injury prevention	5%
Oral health	5%
Sexual health	3%
Foundations (e.g. mental health, violence prevention)	3%

2805

Total inquiries

Top 5 topics:



810

Vaccine
Preventable
Disease



232

COVID-19



194

COVID-19
Vaccine



143

Tuberculosis



130

Safe Water



Method of Contact

Phone	2187
Email	559
Other / Not recorded	59

Healthy Growth and Development



Healthy Babies Healthy Children

(HBHC) program provides home visits to parents who would like support during pregnancy, after the baby is born, and during the early years as the child grows and develops. Due to COVID-19 response HPPH had to modify the format of HBHC visits by using virtual communication and also had to reduce services, which impacted the number of families that were able to participate in the program. In 2021, **61 families received HBHC home visiting services** (two or more home/virtual visits), about one-third of pre-pandemic levels.

Pregnancy and Newborn Health

362 Injoy ePrenatal Learning registrants

109 Prenatal Education evaluations

3162 Resource books distributed



Mother and Young Child Clinic

Mother and Young Child Clinic provides nurse practitioner support to perinatal clients and families with young children in Anabaptist communities that may experience barriers to accessing primary care. There were **748 clinic visits** in 2021. Due to staff redeployment to support COVID response, the number of clinic visits decreased to about three-quarters of pre-pandemic levels.

Sexual Health, Harm Reduction

Throughout the pandemic, we continued to provide harm reduction supplies, including naloxone, to clients and community partners.



Sexual Health

2054 Visits to Sexual Health clinic



369 Sexually transmitted infection cases investigated (Chlamydia, Gonorrhea, Syphilis)



1098 Naloxone kits distributed to clients and community partners

Oral Health



193 Ontario Senior Dental Care Program clients referred to dentist

289 Healthy Smiles Ontario clients referred to dentist

Communications

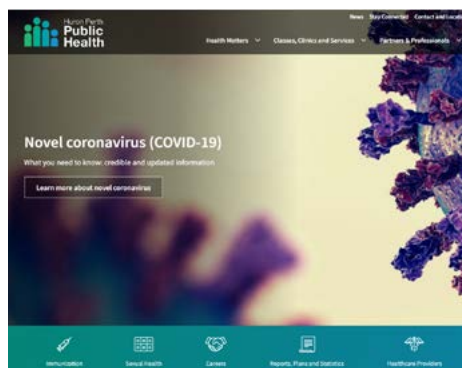
Online: www.hpph.ca

3 085 069

Total Visits

6 681 189

Total Page Views



75

News Releases sent
(60 COVID-related)

Virtual Meetings/Zoom Calls (hosted by HPPH)

Stakeholder group

Health care and Long-Term Care	33
Municipalities	36
Media Briefings	55
Faith Groups (Churches)	1
Anabaptist	5
Schools	18
Huron Perth Mass Vaccination Advisory Committee	42

Most popular webpages:

COVID-19 in Huron and Perth | **1 434 911 views** | 38.9% visits

COVID-19 Vaccine: Booking Appointments | **1 214 990 views** | 27.0% visits

Huron Perth Public Health landing page | **797 971 views** | 19.7% visits



Facebook:
@HuronPerthPublicHealth

264 621
Estimated Reach

109 689
Visits

9 139
Likes



Twitter:
@HPPublicHealth

948
Posts

3 662 900
Impressions

4 063
Followers



Instagram:
@huronperthpublichealth

5 833
Estimated Reach

6 581
Visits

1 662
Followers



Twitter:
@huronbeachinfo

109
Posts

140 600
Impressions

1 781
Followers



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1-888-221-2133



hpph@hpph.ca



Outstanding Action Items
Open Session

September 6

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
November 10, 2021	Zoning/OP Housing Friendly Amendments	CAO/Planning	Draft amendments circulated to agencies, Open House scheduled for September 13th 10am to 6pm at Municipal Office.		-Hold Public Open House to solicit public feedback. -Anticipated Public Meeting and by-law consideration October 18.
June 21, 2022	FCM Asset Management Grant	CAO	Application submitted and receipt acknowledged.		Report back to council on result when available.
June 21, 2022	Cross Border Servicing Agreement	CAO	In contact with North Huron Staff regarding Council feedback		Report back to Council when update is available.
July 19, 2022	Blyth Creek Municipal Drain Outstanding Balance	CAO/Drainage Superintendent			Report back to Council when update is available.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 34-2022

Being a By-law to establish a Municipal Elections Joint Compliance Audit Committee and to appoint members to that Committee.

WHEREAS section 88.37 of the Municipal Elections Act, 1996 requires municipalities to appoint a Compliance Audit Committee to deal with matters regarding election campaign finances before October 1 in an election year;

NOW THEREFORE the Council of the Municipality of XXX enacts as follows:

1. That the Municipality of Morris-Turnberry Election Compliance Audit Committee is hereby established to deal with the matters provided for in Section 88 of the Municipal Elections Act, 1996;
2. That the following members are hereby appointed to the Compliance Audit Committee;
 - a. Jacquie Bishop
 - b. Nancy Michie
 - c. Tom Prout
 - d. Alternate Member: Rhonda Fischer
3. Should any of the members of the Election Compliance Audit Committee referred to in Section 2 resign or otherwise be unable to perform their duties, the following individual shall be called upon as alternate without the necessity of taking any further steps to constitute them as members of the Election Compliance Audit Committee;
 - a. Rhonda Fischer
4. That the business of the Municipality of Morris-Turnberry Election Compliance Audit Committee be conducted in accordance with the Terms of Reference set out in Schedule "A" attached hereto and forming a part of this by-law;
5. This by-law shall come into effect upon final passage thereof.

Read a FIRST and SECOND time this 6th day of September 2022.

Read a THIRD time and FINALLY PASSED this 6th day of September 2022.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Schedule A to By-Law 34-2022

Terms of Reference Municipality of Morris-Turnberry Compliance Audit Committee

1. Name

The name of the Committee is the “Municipality of Morris-Turnberry Compliance Audit Committee”.

2. Mission

The Municipality of Morris-Turnberry Compliance Audit Committee has full delegation of the authority in the *Municipal Elections Act, 1996* (MEA) to address applications requesting an audit of a candidate’s election campaign finances.

3. Mandate

The responsibilities and functions of the Committee are set out in Section 88 of the MEA and are required and not limited to perform the following:

- (a) consider a compliance audit application received by an elector or clerk and decide whether it should be granted or rejected;
- (b) if the application is granted, appoint an auditor;
- (c) receive the auditor’s report;
- (d) consider the auditor’s report and decide whether legal proceedings should be commenced within 30 days of receiving the auditors report; and
- (e) recover the costs of conducting the compliance audit from the applicant if there were no apparent contraventions and if there appears to be no reasonable grounds for having made the application.

4. Membership Composition

The Committee will be composed of three (3) members and one (1) alternate member, with membership drawn from the following stakeholder groups:

- (a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
- (b) academic – college or university professors with expertise in political science or local government administration;
- (c) legal;
- (d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and
- (e) other individuals with knowledge of the campaign financing rules of the Municipal Elections Act, 1996.

Note: Candidates, Members of Council and Municipal staff are not eligible to be appointed to the Committee as stipulated in Section 88.37(2) of the MEA.

5. Membership Selection

All applicants will be required to submit a letter outlining their qualifications and experience. The selection committee consisting of a sub-committee from the Huron County Municipal Clerks and Treasurers Association will select a short list of candidates for Council appointment. If a vacancy of more than two (2) occurs during the term of appointment the Huron County Compliance Audit Ad Hoc Committee will proceed with the process to fill these vacancies.

The selection process will be based upon clearly understood and equitable criteria. Members will be selected on the basis of the following:

- (a) demonstrated knowledge and understanding of municipal election campaign financing rules;
- (b) proven analytical and decision-making skills;
- (c) experience working on a committee, task force or similar setting;
- (d) availability and willingness to attend meetings;
- (e) would be willing to provide a Letter of Independence to confirm there would be no conflict with the undertaking;
- (f) excellent oral and written communication skills;
- (g) other skills as deemed necessary.

6. Term of Membership

The Committee must be established by October 1, 2022 and Committee members will be appointed to serve the same term of office of the Council or local board that takes office following the Municipal Election on October 24, 2022.

7. Chair

The Committee members will select a Chair from amongst its members at its first meeting and the Chair may rotate on an annual basis or as deemed necessary by the Committee members.

8. Procedures

Meetings of the Committee shall be governed by Robert's Rules of Order Procedural By-Law and Legislation.

9. Administration

Any responsibilities not clearly identified within the Terms of Reference shall be in accordance with Section 88 of the MEA.

10. Meetings

An initial training session will be organized for the Committee, with this expense to be shared jointly by all lower tier Huron County Municipalities.

The Committee will meet as needed with meetings to be scheduled when a compliance audit application is received in accordance with Section 88.33(3) of the MEA. The Committee may also schedule meetings as necessary to organize and plan its work, as it deems necessary.

The Secretary will ensure that agendas, minutes and decisions are properly communicated using the Municipality's website or other means necessary.

The records emanating from meetings of the Municipality of XXX Compliance Audit Committee shall be retained and preserved by the municipality requesting the services of the Committee in accordance with that municipality's Record Retention By-Law.

11. Closed Meetings

The Committee, may, upon affirmative vote of the majority of its members present at a meeting, determine to hold any meeting or part of a meeting as a closed session in order to discuss sensitive issues in accordance with Section 239 of the *Municipal Act, 2001*.

12. Staffing and Remuneration

Where a Municipality has received application for audit, staff from the Municipal Clerk's Office will provide administrative support to the Committee and the Clerk, or designate, shall act as Secretary. Where the Clerk of a Municipality has submitted the application, an alternate Clerk from another municipality in the County shall act as Secretary. The appointment of the auditor will be the responsibility of the Municipality that has received the application for audit.

Committee members will receive remuneration on a per diem basis in the amount of \$200 for attendance at a meeting plus mileage expenses (at the Municipality's rate). Administration costs for such items as printing and mailing will be absorbed within the Municipal Clerks' operating budget and common costs of the Committee

13. Meeting Attendance

Meetings will be convened with the attendance of three (3) committee members and may be held virtually as per the individual Municipality's Procedural By-Law. In the event of the absence of a member, the appointed alternate member will assume the duties of the committee member.

14. Conflict of Interest

To avoid a conflict of interest, any auditor or accountant appointed to the Committee must agree in writing to not undertake the audits or preparation of the financial statements of any candidates seeking election to Council. Failure to adhere to this requirement will result in the individual being removed from the committee. Persons who have participated as candidates in municipal elections, or who have held roles on the campaigns for any such candidates which involved the giving of financial advice, will not be eligible for participation on the committee.

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act* and shall disclose the pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

15. Errors/Omissions

The accidental omission to give notice of any meeting of the Committee to its members or the non-receipt of any notice by any member, or any error in any notice that does not affect its substance, does not invalidate any resolution passed or any proceedings taken at the meeting. Any member of the Committee may at any time waive notice of any meeting.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 35-2022

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and the Municipalities of Central Huron and Huron East for the sharing of the services of an Animal Control Officer.

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

AND WHEREAS the Municipality of Central Huron has entered into an agreement with Steve Jansen for the provision of Animal Control Officer services;

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement between the Municipality of Morris-Turnberry and the Municipalities of Central Huron and Huron East to establish the terms and conditions for the sharing of the services of an Animal Control Officer.

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

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

Read a FIRST and SECOND time this 6th day of September 2022

Read a THIRD time and FINALLY PASSED this 6th day of September 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam

THIS AGREEMENT made this ____ day of _____, 2022

BETWEEN:

The Corporation of the Municipality of Central Huron
(Hereinafter called "Central Huron")

THE PARTY OF THE FIRST PART

-and-

The Corporation of the Municipality of Huron East
(Hereinafter called "Huron East")

THE PARTY OF THE SECOND PART

and-

The Corporation of the Municipality of Morris-Turnberry
(Hereinafter called "Morris-Turnberry")

THE PARTY OF THE SECOND PART

WHEREAS Section 8(1) of the *Municipal Act*, 2001, S.O., c.25 as amended, provides that the powers of a municipality under this or any other Act, shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 11(1) of the *Municipal Act* 2001, S.O., c25 as amended, provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS Section 11(3) 9 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended, provides that a municipality may pass by-laws respecting matters related to Animals; and

WHEREAS the Municipality of Central Huron on the _____ (date) entered into a three (3) year employment contract with Steve Jensen, Dog Catcher; and

WHEREAS the Municipality of Central Huron, Municipality of Huron East and Municipality of Morris-Turnberry are desirous of providing the continued employment of Steve Jansen as a Dog Catcher with such employment and service being considered as a shared service;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Central Huron and Huron East and Morris-Turnberry mutually agree as follows:

1. **Definitions**

In this Agreement:

- a. "Dog Catcher" means a Dog Catcher appointed by By-Law by each of Central Huron, Huron East and Morris-Turnberry;

b. "Central Huron CAO" means the Chief Administrative Officer for Central Huron;
and

c. "Huron East CAO" means the Chief Administrative Officer for Huron East.

and

d. "Morris-Turnberry CAO" means the Chief Administrative Officer for Morris-Turnberry.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on _____ (date) and will automatically terminate on December 31, 2025 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Dog Catcher**

Huron East Council has by By-Law ____-2022 appointed Steve Jansen as a Dog Catcher.

Central Huron Council has by By-Law 52-2022 appointed Steve Jansen as a Dog Catcher.

Morris-Turnberry Council has by By-law ____-2022 appointed Steve Jansen as "Dog Catcher".

4. **Employment Contract**

Central Huron shall enter into an employment contract with Steve Jansen as a permanent part-time employee effective _____ (date) for a three year term.

5. **Obligations of Central Huron**

Central Huron represents and warrants to Huron East and Morris-Turnberry that Central Huron will be solely responsible for, and will ensure, the following:

- a. That for the purposes of payroll, that the Dog Catcher shall be considered as an Employee of Central Huron and that Central Huron will deduct and submit the required employee deductions as other Central Huron employees.
- b. That adequate liability coverage and WSIB will be maintained for the service of a Dog Catcher.

6. **Obligations of Huron East and Morris-Turnberry**

Huron East and Morris-Turnberry represents and warrants to Central Huron that they will individually be responsible for, and will ensure, the following:

- a. To submit, in response to an invoice from Central Huron, payment for Payroll & Stipend Costs, Operational Costs and Administration Costs in accordance with Schedule "A" attached here.
- b. That adequate liability coverage will be maintained for the service of a Dog Catcher.

7. **Adjustments**

Central Huron and Huron East and Morris-Turnberry concur and agree that either party may with 30 days' notice request a review of the cost sharing arrangements in Schedule "A" and all municipalities agree to negotiate in good faith any request for an adjustment resulting from a temporary or permanent adjustment in work load of the Dog Catcher.

8. **Dispute Resolution**

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of Central Huron and the Council of Morris-Turnberry each agree to appoint two (2) members to work with two (2) members of the other municipalities to resolve the dispute or disagreement.
 - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
 - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give each of the other parties a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by all parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

9. **General**

a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Huron East and Central Huron and Morris-Turnberry, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing _____ (date), and cancels and supersedes any prior understandings and Agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by all parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON

Jim Ginn, Mayor

Kerri Ann O’Rourke, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Jamie Heffer, Mayor

Trevor Hallam, CAO/CLERK

We have authority to bind the Corporation.

SCHEDULE "A"
"Dog Catcher Shared Services"

1. **Payroll & Annual Stipend Costs** – The general Agreement in principle between Huron East and Central Huron and Morris-Turnberry is that Central Huron will be compensated on a semi-annual basis for all payroll and annual stipend costs associated with the employment of a Dog Catcher using the following formula:
Central Huron: 40%
Huron East: 40%
Morris-Turnberry: 20%
2. **Operational Costs** – Operational costs (material & supplies, telecommunications, training/seminars) shall be shared using the following formula:
Central Huron: 40%
Huron East: 40%
Morris-Turnberry: 20%
3. **Administrative Costs** – Administrative Fee in the amount of 10% of the total combined payroll and operational cost will be calculated by Central Huron and invoiced semi-annually to both Huron East and Morris-Turnberry.
4. **Mileage Costs** – Monthly mileage shall be recorded by the Dog Catcher and submitted to Central Huron for payment. Central Huron shall invoice Huron East and Morris-Turnberry for mileage incurred to perform the service in each municipality and such invoice will be included in the semi-annual invoice for Payroll, Operational and Administrative costs.

THIS AGREEMENT made this ____ day of _____, 2022

BETWEEN:

The Corporation of the Municipality of Central Huron
(Hereinafter called "Central Huron")

THE PARTY OF THE FIRST PART

-and-

The Corporation of the Municipality of Huron East
(Hereinafter called "Huron East")

THE PARTY OF THE SECOND PART

and-

The Corporation of the Municipality of Morris-Turnberry
(Hereinafter called "Morris-Turnberry")

THE PARTY OF THE SECOND PART

WHEREAS Section 8(1) of the *Municipal Act*, 2001, S.O., c.25 as amended, provides that the powers of a municipality under this or any other Act, shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 11(1) of the *Municipal Act* 2001, S.O., c25 as amended, provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS Section 11(3) 9 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended, provides that a municipality may pass by-laws respecting matters related to Animals; and

WHEREAS the Municipality of Central Huron on the _____ (date) entered into a three (3) year employment contract with Steve Jensen, Dog Catcher; and

WHEREAS the Municipality of Central Huron, Municipality of Huron East and Municipality of Morris-Turnberry are desirous of providing the continued employment of Steve Jansen as a Dog Catcher with such employment and service being considered as a shared service;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Central Huron and Huron East and Morris-Turnberry mutually agree as follows:

1. **Definitions**

In this Agreement:

- a. "Dog Catcher" means a Dog Catcher appointed by By-Law by each of Central Huron, Huron East and Morris-Turnberry;

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and

c. "Huron East CAO" means the Chief Administrative Officer for Huron East.

and

d. "Morris-Turnberry CAO" means the Chief Administrative Officer for Morris-Turnberry.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on _____ (date) and will automatically terminate on December 31, 2025 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Dog Catcher**

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Central Huron Council has by By-Law 52-2022 appointed Steve Jansen as a Dog Catcher.

Morris-Turnberry Council has by By-law ____-2022 appointed Steve Jansen as "Dog Catcher".

4. **Employment Contract**

Central Huron shall enter into an employment contract with Steve Jansen as a permanent part-time employee effective _____ (date) for a three year term.

5. **Obligations of Central Huron**

Central Huron represents and warrants to Huron East and Morris-Turnberry that Central Huron will be solely responsible for, and will ensure, the following:

- a. That for the purposes of payroll, that the Dog Catcher shall be considered as an Employee of Central Huron and that Central Huron will deduct and submit the required employee deductions as other Central Huron employees.
- b. That adequate liability coverage and WSIB will be maintained for the service of a Dog Catcher.

6. **Obligations of Huron East and Morris-Turnberry**

Huron East and Morris-Turnberry represents and warrants to Central Huron that they will individually be responsible for, and will ensure, the following:

- a. To submit, in response to an invoice from Central Huron, payment for Payroll & Stipend Costs, Operational Costs and Administration Costs in accordance with Schedule "A" attached here.
- b. That adequate liability coverage will be maintained for the service of a Dog Catcher.

7. **Adjustments**

Central Huron and Huron East and Morris-Turnberry concur and agree that either party may with 30 days' notice request a review of the cost sharing arrangements in Schedule "A" and all municipalities agree to negotiate in good faith any request for an adjustment resulting from a temporary or permanent adjustment in work load of the Dog Catcher.

8. **Dispute Resolution**

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Huron East and the Council of Central Huron and the Council of Morris-Turnberry each agree to appoint two (2) members to work with two (2) members of the other municipalities to resolve the dispute or disagreement.
 - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
 - (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitrations Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give each of the other parties a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by all parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

9. **General**

a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

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The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Huron East and Central Huron and Morris-Turnberry, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing _____ (date), and cancels and supersedes any prior understandings and Agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by all parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON

Jim Ginn, Mayor

Kerri Ann O’Rourke, Clerk

We have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Jamie Heffer, Mayor

Trevor Hallam, CAO/CLERK

We have authority to bind the Corporation.

SCHEDULE "A"
"Dog Catcher Shared Services"

1. **Payroll & Annual Stipend Costs** – The general Agreement in principle between Huron East and Central Huron and Morris-Turnberry is that Central Huron will be compensated on a semi-annual basis for all payroll and annual stipend costs associated with the employment of a Dog Catcher using the following formula:
Central Huron: 40%
Huron East: 40%
Morris-Turnberry: 20%
2. **Operational Costs** – Operational costs (material & supplies, telecommunications, training/seminars) shall be shared using the following formula:
Central Huron: 40%
Huron East: 40%
Morris-Turnberry: 20%
3. **Administrative Costs** – Administrative Fee in the amount of 10% of the total combined payroll and operational cost will be calculated by Central Huron and invoiced semi-annually to both Huron East and Morris-Turnberry.
4. **Mileage Costs** – Monthly mileage shall be recorded by the Dog Catcher and submitted to Central Huron for payment. Central Huron shall invoice Huron East and Morris-Turnberry for mileage incurred to perform the service in each municipality and such invoice will be included in the semi-annual invoice for Payroll, Operational and Administrative costs.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 36-2022

Being a by-law to appoint an Animal Control Officer for the Municipality of Morris-Turnberry.

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

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry has passed an Animal Control By-Law to regulate animal care and control within the Municipality;

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it necessary and desirable to appoint an Animal Control Officer for the purpose of enforcing the Municipality's Animal Control By-Law;

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

1. That the Steve Jansen be appointed as the Animal Control Officer for the Municipality of Morris-Turnberry;
2. That this by-law shall come into effect on the day it is passed.

Read a FIRST and SECOND time this 6th day of September 2022

Read a THIRD time and FINALLY PASSED this 6th day of September 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 38-2022

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on September 6, 2022.

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

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the September 6th, 2022, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 6th day of September 2022, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 6th day of September 2022

Read a THIRD time and FINALLY PASSED this 6th day of September 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam