



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, September 19th, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet electronically in regular session on the 19th day of September 2023, at 7:30 pm.

1.0 CALL TO ORDER

Disclosure of recording equipment.

2.0 ADOPTION OF AGENDA

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of September 19th, 2023, as circulated.

~

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

4.0 MINUTES

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the September 5th, 2023, Council Meeting Minutes as written.

~

5.0 ACCOUNTS

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the September 19th accounts in the amount of \$1,130,094.30.

~

6.0 PUBLIC MEETINGS AND DEPUTATIONS

None.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Animal Control Shared Service Agreement Update

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

7.2 BY- LAW ENFORCEMENT

7.2.1 By-Law Enforcement Activities – July and August 2023

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding by-law enforcement activities for July and August.

7.3 BUILDING

7.3.1 Building Department Activities – July and August 2023

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding building department activities for July and August.

8.0 **BUSINESS**

8.1 LISTOWEL-WINGHAM AND AREA FAMILY HEALTH TEAM BOARD

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

8.2 SAUGEEN VALLEY CONSERVATION AUTHORITY CATEGORY 3 COST APPORTIONING AGREEMENT

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

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby supports entering into an agreement with the Saugeen Valley Conservation Authority for the continued provision of the Waste Quality Program;

AND FURTHER THAT staff are hereby directed to return a by-law authorizing the execution of an agreement between the Municipality and the Saugeen Valley Conservation Authority for the provision of Category 3 services pursuant to O. Reg 687/21 under the Conservation Authorities Act.

~

9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

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

10.1 Correspondence – Increasing Deadstock Capacity – OMAFRA

10.2 Correspondence – Police Record Check Revenue – OPP

10.3 Notice of Public Meeting – Huron East OPA 16 and Z09-2023

10.4 Notice of Public Meeting – Huron East Minor Variance MV08-2023

10.5 Monthly Report – Belgrave Water - August

11.0 **NEW BUSINESS**

None.

12.0 **BY-LAWS AND AGREEMENTS**

12.1 FIRE MARQUE AGREEMENT

At the September 5th meeting of Council, staff were directed to return the by-laws required to enter into an agreement with Fire Marque for the recovery of costs associated with fire department responses. By-Laws 48-2023 and 49-2023 are provided here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 48-2023, being a by-law to authorize the execution of an agreement between the Municipality of Morris-Turnberry and Fire Marque Incorporated, and that it now be read severally a first, second, and third time, and finally passed this 19th day of September 2023.

~

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 49-2023, being a by-law to authorize cost recovery with respect to fire department specific response, and that it now be read severally a first, second, and third time, and finally passed this 19th day of September 2023.

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12.2 AUDITOR APPOINTMENT

At the September 5th meeting of Council staff were directed to return a by-law appointing Seebach & Company as Auditor for the Municipality of Morris-Turnberry for the 2023 and 2024 fiscal years. By-law 50-2023 is provided here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 50-2023, being a by-law to appoint and Auditor for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 19th day of September 2023.

~

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:

Section 239 (2) (k) regarding negotiations to be carried on by the municipality.

~

13.2 Return to open session.

*Moved by ~
Seconded by ~*

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

~

13.3 Report and Action from Closed Session.

14.0 CONFIRMING BY-LAW

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 51-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on September 19th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 19th day of September 2023.

~

15.0 ADJOURNMENT

*Moved by ~
Seconded by ~*

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

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, October 3rd, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, October 17th, 2023, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, September 5th, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 5th day of September 2023, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Kevin Freiburger
Councillor Sharen Zinn
Councillor Jodi Snell (attended virtually)
Councillor Jamie McCallum

Staff in Attendance

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

Others in Attendance

Larry Johnston	
Bill Dietrich	Dietrich Engineering
Mike Wilson	Wingham Advance Times
Scott Stephenson	The Citizen

1.0 CALL TO ORDER

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

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

2.0 ADOPTION OF AGENDA

Councillor Zinn asked to add an item to the agenda under New Business regarding a concern from a ratepayer.

Motion 196-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of September 5th, 2023, as amended.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 197-2023

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the August 8th, 2023, Council Meeting Minutes as written.

Carried.

5.0 ACCOUNTS

Motion 198-2023

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the September 5th accounts in the amount of \$710,547.41.

Carried.

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 MEETING TO CONSIDER ENGINEER'S REPORT – ROBERTSON MUNICIPAL DRAIN

6.1.1 Engineer's Report

A Notice of Request for Drain Improvement was received February 4th 2022, for the replacement of an existing closed tile drain at Part Lot 22, Part Lot 23 Concession 2, Morris Ward.

Notice of the meeting to consider the engineer's report was issued to landowners on August 21st, 2023.

Project Engineer, Bill Dietrich was presented the Engineer's report to Council and those in attendance.

6.1.2 Questions and Comments

- Council
None.
- Landowners in attendance
None.

6.1.3 Consideration of Provisional By-Law

Motion 199-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 45-2023, being a by-law to provisionally adopt the engineer's report for the Robertson Municipal Drain 2023, and that it now be read a first and second time this 5th day of September 2023.

Carried.

6.1.4 Date of Court of Revision and instruction to Tender.

Motion 200-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Court of Revision for the Robertson Municipal Drain 2023 be set for October 3rd, 2023, at 7:30 pm and the project be tendered with results to be presented on October 17th, 2023, pending no appeals.

Carried.

6.1.5 Appointment of Members to the Court of Revision

Motion 201-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the members of the Court of Revision for the Robertson Municipal Drain 2023 shall be:

- 1 – Kevin Freiburger*
- 2 – Jamie McCallum*
- 3 – Jodi Snell*

Carried.

6.2 ZONING BY-LAW AMENDMENT PUBLIC MEETING

Z05-2023 Zoning By-Law Amendment / OPA12-2023 Official Plan Amendment

Motion 202-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby Adjourns their regular meeting of Council and opens a Public Meeting to consider Zoning By-Law Amendment MTu Z05-2023 and Official Plan Amendment No. 12.

Carried.

PUBLIC MEETING – ZONING BY-LAW AND OFFICIAL PLAN AMENDMENT

6.2.1 Call to Order

Mayor Heffer called the public meeting to order at 7:43 pm.

6.2.2 Declaration of Pecuniary Interest

None

6.2.3 Requirement

This Public Meeting was held under sections 17 and 34 the Planning Act, which requires that Council hold at least one public meeting and that proper notice be given.

6.2.4 Purpose

The subject lands are approximately 34 hectares (84 acres). The Official Plan Amendment Application (OPA12-2023) is to amend Schedule B of the Municipality of Morris-Turnberry’s Official Plan to re-designate a portion of the lands from Mineral Aggregates to Agriculture and Natural Environment to acknowledge the rehabilitation of a gravel pit. It will also amend the boundary of the Natural Environment to Mineral Aggregates to acknowledge the existing extraction area.

The Zoning By-law Amendment application (Z05-2023) is to rezone a portion of the subject lands from ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited

Protection). It also proposes to amend the zoning from NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) to reflect the area of extraction as outlined in the Extraction License. The remainder of the property is not proposed to change.

6.2.5 Comments

1. Planner's Report

Ms. Tydd-Hrynyk presented her report.

2. Council's Questions and/or Comments

Councillor McCallum voiced support for the applications. There were no other comments or questions from Council.

3. Applicant and/or Agent Comments

None

4. Others

None

6.2.6 Recommendation of the Huron County Planner

It was recommended that Zoning By-law Amendment Z05-2023 be approved, and Official Plan Amendment No. 12 be adopted and forwarded to the County of Huron for approval.

6.2.7 Close public meeting

Motion 203-2023

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby closes the Public Meeting to consider Zoning By-Law Amendment MTu Z05-2023 and Official Plan Amendment No. 12 and reconvenes its regular meeting of Council.

Carried.

6.2.8 Consideration of Zoning By-Law Amendment MTu Z05-2023

Motion 204-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 43-2023, being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

Carried.

6.2.9 Effect of Public and Agency Comments

No public or agency comments were received on this application so there was no effect on the decision.

6.2.10 Consideration of Official Plan Amendment MTu OPA-12.

Motion 205-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law # 44-2022, being a by-law to amend the Official Plan of the Municipality of Morris-Turnberry, as amended, and that it now be read severally a first,

second, and third time, and finally passed this 5th day of September 2023.

6.2.11 Effect of public and agency comments on the decision of Council

No public or agency comments were received on this application so there was no effect on the decision.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Planning Staff Update

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

7.2 PUBLIC WORKS

7.2.1 Public Works Operation Report

A report was presented by Director of Public Works Mike Alcock in this regard for the information of Council.

8.0 BUSINESS

8.1 POLYMER COATED CSP

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

Motion 206-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the quotation of \$7217.10 (excluding HST) for the supply of a 48" Polymer Coated CSP and authorizes the staff to execute the quotation and all other required documents.

Carried.

8.2 BRUSH CHIPPER TENDER AWARD

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

Motion 207-2023

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of Vermeer Canada Inc. for the supply of a Vermeer BC1500 Trailer Mounted Wood Chipper in the amount of \$123,000.00 (excluding HST) and authorizes the Mayor and CAO/Clerk to execute the tender and all other required documents.

Carried.

8.3 FIRE MARQUE

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

Motion 208-2023

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to bring forward the necessary by-laws to enter into an agreement with Fire Marque for the recovery of costs for fire department response from insurance companies to the next meeting of Council.

Carried.

8.4 Appointment of Municipal Auditor 2023 – 2024

A report prepared by Treasurer Sean Brophy in this regard was presented by Mr. Hallam.

Motion 209-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

That the Council of the Municipality of Morris-Turnberry hereby accepts the quotation provided by Seebach and Company for the provision of Municipal Auditing Services,

And that staff are directed to return a by-law appointing Seebach and Company as Municipal Auditors for the years 2023 and 2024 for consideration at a future meeting of Council.

Carried.

9.0 **COUNCIL REPORTS**

Kevin Freiburger

No report.

Jamie McCallum

August 21st attended a meeting of the Belmore Arena Board.

Sharen Zinn

August 16th attended a meeting of the MVCA Board.
August 21 – 23 attended the Association of Municipalities of Ontario Conference

Jodi Snell

No report.

Jamie Heffer

August 22nd attended the staff appreciation barbecue.
August 24th attended a meeting of the Municipality's Emergency Program Committee.

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

- 10.1 Report to County Council – Brussels Fire Expansion Update
- 10.2 Correspondence – Building Faster Fund – MMAH
- 10.3 Event Notice – Wingham Community Connectors Volunteer Fair
- 10.4 Event Notice – Northern Huron Connection Centre Raffle
- 10.5 Monthly Report – Belgrave Water – July
- 10.6 Minutes – Drinking Water Source Protection Committee – Saugeen, Grey, Sauble, Northern Bruce Peninsula
- 10.7 Notice of Public Meeting – North Huron Zoning By-Law Amendment

11.0 **NEW BUSINESS**

11.1 Ratepayer Issue – Councillor Zinn

Councillor Zinn relayed an issue raised with her through email correspondence regarding concerns about traffic speeds on Brandon Road in Belgrave.

Following discussion by Council, Mr. Alcock was directed to request the traffic data collection camera from the County, and Councillor Snell offered to raise the issue at the next meeting of the Coalition for Huron Injury Prevention.

12.0 **BY-LAWS AND AGREEMENTS**

12.1 HEALTH AND SAFETY POLICY

At the August 8th meeting of Council, staff were directed to return a by-law to adopt the revised Health and Safety policies as presented. By-Law 46-2023 was provided for consideration.

Motion 210-2023

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law 46-2023, being a by-law to adopt policies regarding Health and Safety for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

Carried.

12.2 INVESTMENT POLICY

At the August 8th meeting of Council, staff were directed to return a by-law to adopt the Municipal Investment Policy as presented. By-Law 47-2023 was provided for consideration.

Motion 211-2023

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law 47-2023, being a by-law to adopt policies regarding the investment of funds for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

Carried.

13.0 **CONFIRMING BY-LAW**

Motion 212-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law 48-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on September 5th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

Carried.

14.0 ADJOURNMENT

Motion 213-2023

Moved by Sharen Zinn

Seconded by Jamie McCallum

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 8:30 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, September 19th, 2023, 7:30 pm

Regular Meeting of Council – Tuesday, October 3rd, 2023, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

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

September 19 2023

General

Bell Canada	Morris Office	113.28	
Tuckersmith Communications	Internet & Security Charges	180.80	
Enbridge	Morris Office	14.80	
Hydro One	Morris Office	357.75	
Hydro One	Streetlights	1,114.97	
Sepoy Wiring	Streetlight Repair	185.32	
MicroAge Basics	Office Supplies & IT Services	1,800.67	
Pitney Bowes Leasing	Postage Machine Lease	191.20	
Rebecca Schlosser	Wedding Solemnization	300.00	
McDonald Home Hardware	Summer BBQ Supplies	31.63	
North Huron Publishing Company Inc.	Subscription	50.00	
Pesce & Associates	Wage Review & Market Check	7,119.00	
CIBC VISA	Cream	14.07	
	Online Council Meetings	24.28	
	Water	82.22	
	Summer BBQ Supplies	191.08	
	2023 Municipal Clerks Forum Reg	394.37	706.02
Minister of Finance	Policing - July		38,304.00
Municipality of Central Huron	Dog Catcher Agreement Jan to July		2,887.21
PSD Citywide Inc.	Asset Management		12,839.63
Bluevale Community Committee	Hall Rentals		565.00
Recipient	Early Investment in Education Grant		250.00
County of Huron	2023 Q3 Levy		677,538.00
Avon Maitland District School Board	2023 Q3 Levy		250,291.76
Huron-Perth Separate School Board	2023 Q3 Levy		39,020.29

Payroll

September 13 2023	Payroll	22,919.04	
	Expenses	196.97	

General Total 1,056,977.34

Building Department

Payroll

September 13 2023	Payroll	5,256.02	
	Expenses	-	

Building Total 5,256.02

Property Standards

Keppelcreek	August Bylaw Enforcement	1,141.58	
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Property Standards Total 1,141.58

Drainage

Drainage Total -

Parks & Cemeteries

Hydro One	Kinsmen Park	33.89	
PE Inglis Holdings Inc.	Portable Unit - Hwy 86 Park	237.30	

Parks & Cemeteries Total 271.19

Belgrave Water

Hydro One	Belgrave Water	1,048.31	
Hydro One	Humphrey Well	44.94	
Bell Canada	Belgrave Water	155.00	
Hay Communications	Belgrave Water	11.30	
Kincardine Cable	Belgrave Water	41.75	

Water Total 1,301.30

Landfill

Hydro One	Morris Landfill	45.10
McDonald Home Hardware	Morris Landfill	45.18
PE Inglis Holdings Inc.	Morris Landfill	180.80
Bluewater Recycling	Curbside Pickup - September	14,631.02

Landfill Total 14,631.02 **14,902.10**

Roads

Hydro One	Morris Shop	178.88
Hydro One	Turnberry Shop	186.32
Bell Canada	Morris Shop	113.28
Enbridge	Morris Shop	29.61
HuronTel	Turnberry Shop Internet	66.56
McDonald Home Hardware	Shop Supplies	67.79
Hodgins Building Centre	Shop Supplies	91.30
Steffen's Auto Supply	Shop Supplies	496.42
Huronia	Shop Supplies	214.70
Radar Auto Parts	Shop Supplies	251.39
Alpine Tree Service Inc.	Tree Removal	1,186.50
Brandt London	Repair for 18-11 Backhoe	1,456.35
MGM Townsend Tire	Repair for 19-07 F550	78.49
Huron Tractor	Parts for 18-11, 17-01, 06-04 & 13-03 Graders	1,708.11
Joe Kerr Ltd.	Parts for 19-06 Tandem	735.34
New-Lift Hydraulics Ltd.	Parts for 19-19 Brusher	1,082.04
Jade Equipment	Parts for 19-19 Brusher	2,599.78
VanDriel Excavating Inc.	McCall Line Culvert (M020) Maint Holdback Release	11,369.87

Payroll

September 13 2023	Payroll	28,332.04
	Expenses	-

Roads Total 50,244.77 **50,244.77**

Account Total **1,130,094.30**

Approved By Council:

September 19 2023

Mayor - Jamie Heffer

Treasurer- Sean Brophy

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: September 19th, 2023
SUBJECT: Animal Control Officer Shared Service Update

RECOMMENDATION

For information only.

BACKGROUND

In August of 2022 the Municipality entered into a shared services agreement with Central Huron and Huron East for the provision of Animal Control Officer Services.

The terms of the agreement included:

1. 3-year term;
2. Central Huron retains and Animal Control Officer as an employee and is responsible for all payroll deductions and other benefits;
3. Payroll and Stipend costs are divided at 40% to Central Huron, 40% to Huron East and 20% to Morris-Turnberry, and billed by Central Huron semiannually;
4. Operational Costs (material, supplies, training etc) divided by the same percentages;
5. An additional 10% of Morris-Turnberry's costs will be invoiced by Central Huron as an administration fee;
6. The percentages can be reviewed and adjusted with consent of all 3 parties with 30 days' notice.

The animal control services provided through the agreement are focused on calls where the capture, handling and holding of dogs is required. General animal control by-law enforcement services (complaint investigation, fines, licensing issues) were assumed by the Municipality's existing by-law enforcement contractor, Bruce Brocklebank. Animal control as it pertains to wild animals is not provided by the Municipality.

Preliminary estimates of the costs involved were presented to council as follows:

	Total	CH 40%	HE 40%	MT 20%
Stipend	8,000.00	3,200.00	3,200.00	1,600.00
Hourly	12,480.00	4,992.00	4,992.00	2,496.00
Mileage	9,516.00	3,806.40	3,806.40	1,903.20
Materials/Supplies	5,000.00	2,000.00	2,000.00	1,000.00
Sub Total	34,996.00	13,998.40	13,998.40	6,999.20
Admin 10%		-	1,399.84	699.92
Year 1 Total	34,996.00	13,998.40	15,398.24	7,699.12
Year 2 Total (\$500 materials)	30,496.00	12,198.40	13,418.24	6,709.12

COMMENTS

On August 30th, invoices for the services rendered under the agreement for the periods of August 15 to December 31, 2022, and January 1 to July 30, 2023 were received by staff. They have been included in the accounts list for the September 19th meeting of Council.

The invoices reflect the first year of the shared service agreement, with the costs being broken down in the following way:

	August 14 to December 31, 2022	January 1 to July 30, 2023	Total
Stipend, Hours and Benefits	\$ 1,070.42	\$ 2,480.14	\$ 3,550.56
Expenses	\$ 490.16	\$ 62.21	\$ 552.37
Mileage	\$ 55.30	\$ 82.39	\$ 137.69
Admin Fee	\$ 161.59	\$ 262.47	\$ 424.06
Total	\$ 1,777.47	\$ 2,887.21	\$ 4,664.68

In the 2023 budget, \$15,500.00 is budgeted for animal control services. Approximately \$7,500 of that amount is earmarked for the shared service agreement. While the billing period does not directly align with the fiscal and budget year, the expenses for the 12-month period are likely indicative of what the impact to the 2023 budget are likely to be and are approximately \$3000.00 less than the amount estimated by staff.

The service provided through the agreement has proven to be adequate, and the Animal Control Officer has been responsive and helpful to staff and residents. Call volumes during this period have remained low, as expected.

Given the outcome of the first year of this shared service agreement and the costs associated with it, staff are not recommending that any changes be made to the level of service or the agreement at this time.

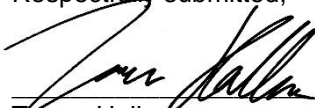
ATTACHMENTS

None.

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: August 31ST, 2023

SUBJECT: Property Standards and By-Law Enforcement Report for July and August 2023

RECOMMENDATION

THAT the Council of the Municipality of Morris-Turnberry hereby receive the Chief Building Officials report on Property Standards & By-Law Enforcement for the months of July and August 2023 as submitted for information purposes.

BACKGROUND

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code along with any Municipal By-Laws. Through the examination of plans, issuance of building permits, reviewing bylaws, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and compliance with Municipal By-Laws to ensure health and safety, fire protection and structural sufficiency in all buildings in the Municipality.

The findings outlined below provided by Bruce Brockelbank, Property Standards and By-Law Enforcement Officer.

COMMENTS

By-law Enforcement – New Complaints

- Margaret Street – I received a call regarding heights of fences in a residential area.
- Williams Street – I received a complaint about a dog barking excessively at the property.
- Williams Street – I received a complaint about weeds and long grass at the property.
- Queen Street – I received a complaint about a building in disrepair, windows broken, roof needing repair and brick work.
- John Street – I received a complaint that there were too many dogs at the property.
- Josephine Street – I received a complaint about long grass at the property.

Outstanding Files and Ongoing Investigations

- Blyth Road - I have sent out property standards order to the owner of the property with a June 23rd deadline. I have reinspected the property and have sent the order off to our lawyer to have the courts issue a cleanup order.
- Blyth Road - I have sent out property standards order to the owner of the property with a June 23rd deadline. I have reinspected the property and have sent the order off to our lawyer to have the courts issue a cleanup order.
- Brussels Line – I have sent out property standards order to the owner of the property with a June 23rd deadline. I was contacted by the owner and asked if she could still appeal the property standards order; she was a day late. I told her she needed to send in the appeal to the Municipality. As of this report the appeal has not been received. I have reinspected the property and have sent the order to our lawyer to have the courts issue a cleanup order.
- William Street – I attended the property to talk to the owner of the property, but the owner was not home at the time. Kirk was in the area a few days later so he stopped and talked to the

owner about leaving the dog outside allowing it to bark excessively. I will visit the property and talk to the owners about their dog being tied to the tree and left to bark excessively.

- John Street – The owner has been informed about having too many dogs and they were going to remove the dogs over the allowed number. The dogs have been removed from the property. I received another complaint that the owner has brought back the dogs that were removed and is possibly running a pet rescue at the property. I will be attending the property and charging the owner for too many dogs at the property.
- Williams Street – I attended the property and inspected for weeds and long grass. I talked to the owner of the property about the weeds and grass. The property was a newly built house and the grass had not been planted at the time of inspection. The owner indicated they were renting a tiller and would be planting grass on the weekend. I will reinspect in a week to confirm the planting of grass.
- William Street – I will be attending the property to talk to the owner about barking dogs at the property.
- Margaret Street – I called the owner of the property and tried to explain to him the allowed height of a fence. The owner would not accept the information I was giving him, and he indicated that I didn't know how to read the zoning bylaw. He indicated there were two definitions of fence in the zoning bylaw to which I explained yes but they are still a fence. He would not listen to me, so I told him to let his lawyer read the zoning bylaw and build the fence to the height his lawyer told him. He indicated that I was no help to him, and I replied I'm no help because I didn't agree with his interpretation of the zoning bylaw.
- Queen Street – I have inspected the property and at that time took pictures of the building. I also sent a property standards order to the owner of the property. I have hired a contractor to board up the building and fix the roof, soffit and fascia. I have reinspected and the building has been repaired other than the brick repointing as I have had issues finding someone to repoint the bricks.
- London Road – I attended and inspected and found some evidence of a possible septic issue. I contacted Kirk and he was going out to do a more thorough inspection of the system.
- Josephine Street – I inspected the property and have sent out a clean yard's order to the owner of the property. The owner of the property contacted me and asked if he could have some more time because he was waiting for a bush hog to come back from a rental company. I gave him some more time. I reinspected the property and the grass had been partially cut but not good enough. I will contact the owner and explain what needs to be done.

Respectfully submitted,



Kirk Livingston
Chief Building Official

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: September 6, 2023

SUBJECT: Building Department Activity Report for July and August 2023

RECOMMENDATION

THAT the Council of the Municipality of Morris-Turnberry hereby receive the Building Department Activity Report for July and August 2023, for information purposes.

BACKGROUND

The Building Departments main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in which we live, work and play.

The Chief Building Official provides bi-monthly updates to Council on the operations of the Building Department.

COMMENTS

Permit #	Permit Type	Value of Project	Sq. Feet New Const.	Status
0048 -2023	Deck	\$ 3,200.00	840	issued
0049 -2023	New Residential Dwelling	\$ 500,000.00	2643	issued
0050 -2023	Demolition	\$ 1,000.00	0	issued
0051 -2023	On Site Sewage System	\$ 17,000.00	2400	issued
0052 -2023	New Residential Dwelling	\$ 600,000.00	4047	issued
0053 -2023	On Site Sewage System	\$ 8,000.00	2250	issued
0054 -2023	Tent	\$ 1,100.00	1350	issued
0055 -2023	On Site Sewage System	\$ 21,000.00	3000	issued
0056 -2023	On Site Sewage System	\$ 20,000.00	3360	issued
0057 -2023	Agricultural Storage Shed	\$ 10,000.00	3200	issued
0058 -2023	Agricultural Storage Shed	\$ 200,000.00	5000	issued
0059 -2023	Tent	\$ 3,000.00	4000	issued
0060 -2023	Agricultural Storage Shed	\$ 150,000.00	3320	issued
0061 -2023	Industrial Structure	\$ 330,000.00	480	issued
0062 -2023	Deck	\$ 25,000.00	320	issued
0063 -2023	Agricultural Livestock Barn	\$ 1,800,000.00	27889	issued

Total Value of Construction to date: \$11,274,700.00 with 63 building permits being issued.

(Last year; \$14,875,878.50 with 96 building permits being issued)

Zoning Certificates issued for this year; 26 (Last year 35)

Respectfully submitted,



Kirk Livingston
Chief Building Official

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: September 15, 2023

SUBJECT: Appointment to the North Perth-North Huron Family Health Team Board

RECOMMENDATION

For information only.

COMMENTS

At the July 18th meeting, Council appointed Councillor Jodi Snell to sit on the North Perth-North Huron Family Health Team Board.

After sending notification of the appointment to the Executive Director of the board, it was brought to the attention of staff that there had been minor changes made to the board rotation schedule that had not been communicated previously.

There was a proposed change to the schedule to better align the rotation with the municipal election cycle. The current representative, North Huron Councillor Anita Van Hittersum will sit for an additional year on the Board, resulting in the following amended schedule.

Sep 2021 to Jun 2024 – North Huron
Sep 2024 to Oct 2026 – Morris-Turnberry
Nov 2026 to Jun 2028 – ACW
Sep 2028 to Oct 2030 – Huron Kinloss
Nov 2030 to Jun 2032 – South Bruce

The schedule allows for 2 year terms, with the start date of every other term aligning with the anticipated Municipal Election dates. Provided there are no objections from Council regarding the additional year of representation by Councillor Van Hittersum, the appointment of Councillor Snell as the Morris-Turnberry representative can stand for the amended schedule and no action is required from Council.

Additionally, the organization has been rebranded and is now called the Listowel – Wingham and Area Family Health Team.

ATTACHMENTS

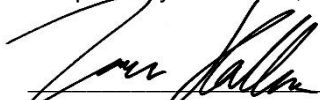
None.

OTHERS CONSULTED

Jodi Snell, Councillor

Robin Spence Haffner , ED, Listowel-Wingham and Area Family Health Team

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: September 19th, 2023

SUBJECT: Saugeen Valley Conservation Authority Category 3 Cost Apportioning Agreement

RECOMMENDATION

That Council support entering into an agreement with the Saugeen Valley Conservation Authority for the continued provision of the water quality program, and that staff be directed to return a by-law authorizing the execution of an agreement between the Municipality and the Saugeen Valley Conservation Authority for the provision of Category 3 services under O. Reg 687/21 under the *Conservation Authorities Act*.

BACKGROUND

The Ministry of Environment, Conservation and Parks issued a regulation on October 1, 2021, that requires all conservation authorities to provide their member municipalities with an inventory of services and programs. The regulation also requires conservation authorities to enter into an agreement with their member municipalities to provide a levy for any services which are not Provincially mandated if a levy is required to support the service. Conservation Authorities are required to enter into agreements with member municipalities for the provision of non-mandatory services before January 1, 2024.

In July of 2022, the Municipality entered into an MOU with the Maitland Valley Conservation Authority for all services.

In April of 2023, Council received a delegation from Jennifer Stephens, General Manager / Secretary – Treasurer of the Saugeen Valley Conservation Authority regarding the services provided by the Authority, and the requirement for an agreement. Staff were directed to work with the SCVA to bring forward a draft agreement, which has now been received.

COMMENTS

Whereas the MVCA opted to enter into a Memorandum of Understanding for all services regardless of the defined category, the SCVA has provided a draft agreement for Category 3 services only with a 5 year term.

Attached to this report is correspondence from the SVCA that describes the requirements and proposal in more detail, including a draft of the agreement and a business case for the water quality program – the only Category 3 service provided by the SVCA.

There will be no additional costs associated with supporting the continuation of the water quality program through entering into the agreement. The existing municipal levy is expected to decrease, and these funds would be reallocated via the cost apportioning agreements. In spite of a share of \$228.00 being allocated to the Municipality, the net cost would remain the same, and the change would be the method through which the funds are collected. This adjustment aligns with the levies previously provided to the SVCA.

Staff have reviewed the agreement and have no concerns. It is recommended that the Municipality enter into the proposed agreement with the SVCA.

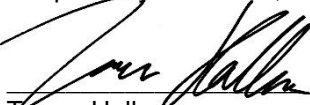
ATTACHMENTS

1. Correspondence – Category 3 Cost Apportionment Agreements
2. Draft Category 3 Agreement
3. Business Case – Water Quality Program

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

June 29, 2023

To Chief Administrative Officers, Participating Municipalities:

Re: Category 3 Cost Apportioning Agreements

In November 2018, as part of the Made-in-Ontario Environment Plan, the provincial government made a commitment to work in collaboration with municipalities and stakeholders. The aim was to ensure that conservation authorities (CAs) focus on their core mandate: protecting people and property from flooding and other natural hazards and conserving natural resources. Following this, the *Conservation Authorities Act* underwent amendments which granted the province the authority to define the core mandate of CAs. To actualize these amendments, new regulations and policies have been developed and introduced in stages over the past one and a half years.

Ontario Regulation 687/21 (Transition Plans and Agreements for Programs and Services under Section 21.1.2 of the Act) required that each conservation authority prepare:

- A Transition Plan by December 31, 2021;
- An Inventory of Programs and Services by February 28, 2022; and
- Municipal Agreements by January 1, 2024.

The Transition Plan required that each conservation authority develop a timeline and steps they would follow to prepare a program inventory and enter into agreements with participating municipalities.

The Program Inventory required that conservation authorities:

- List their current programs and services;
- Categorize their programs and services;
 - Category 1: those prescribed as mandatory by the Province;
 - Category 2: those delivered on behalf of a municipality;
 - Category 3: those that further the conservation, restoration, development, and management of natural resources
- Identify the cost to deliver each program and services, as well as its revenue source.

Municipal Agreements require conservation authorities to:

- Enter into agreements with municipalities for any Category 2 programs and services; and

- Enter into cost apportioning agreements with municipalities for any Category 3 programs and services that are supported by municipal funding.

Saugeen Valley Conservation Authority staff are currently assessing whether any Category 2 Agreements are necessary. The purpose of this correspondence is to initiate formal discussions about the establishment of Category 3 Agreements.

The recent regulatory and legislative changes have focused CAs on their core mandate which includes helping protect people and property from the risk of natural hazards, the conservation and management of CA-owned lands, and their roles in drinking water source protection. In addition, these changes have given municipalities new abilities to make funding decisions about programs and services that a CA proposes to offer. Municipalities have the opportunity to continue collaborating with their local CAs to develop and deliver natural resource management programs and services to respond to local needs and priorities. Further to prescribed mandatory programs and services, other programs and services can continue provided municipalities agree to fund them, or there is funding through other means (e.g., provincial, or federal funding, or CA self-generated revenue). Changes to the CA funding framework are being implemented in time to be included in the 2024 CA budget.

Saugeen Valley Conservation Authority proposes to continue two Category 3 programs and services:

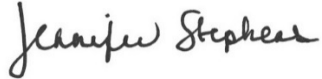
- 1) Service Area 1 – Water Quality Program
- 2) Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

To continue the aforementioned programs and services, it is essential that the fifteen (15) participating municipalities within the Authority's jurisdiction enter into a cost apportioning agreement. A draft cost apportioning agreement has been prepared and attached to this correspondence for your review. To accompany this draft Agreement is a document which outlines the requirements of this Agreement per the *Conservation Authorities Act* and Regulation 687/21. Additionally, a business case has been provided to support the continuation of the Water Quality Program. This business case serves as supplementary material to the aforementioned documents.

In the upcoming weeks, I kindly request that you undertake a thorough review of the attached draft Agreement to ascertain if any significant modifications are necessary. Should you identify changes, please submit them by **Wednesday, July 12, 2023**. The Agreement will be brought to the SVCA Board of Directors on Thursday, July 20, 2023, for their endorsement to be sent (with the Business Case and other supporting documentation) to participating municipal Councils for consideration and execution. A motion will be incorporated into the report to the SVCA Board of Directors allowing minor changes to the Agreement to be made prior to execution provided that the intent of the Agreement remains the same.

It is our intention to get all Agreements signed by October 1, 2023. If you have any questions, please do not hesitate to contact me.

Kind regards,

A handwritten signature in black ink that reads "Jennifer Stephens". The signature is written in a cursive, flowing style.

Jennifer Stephens
General Manager/Secretary-Treasurer

Encl.

Attachment 1: Preamble – Agreement for Category 3 Programs and Services

Attachment 2: Draft Category 3 Agreement

Attachment 3: Business Case – Water Quality Program

Attachment 4: Ontario Regulation 686/21: Mandatory Programs and Services

Attachment 5: Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act

PREAMBLE

**Saugeen Valley Conservation Authority – Municipal Cost Apportionment
Agreement for Category 3 Programs and Services**

Background:

Under Section 20(1) of the *Conservation Authorities Act*, the objects of an authority are to provide, in the area over which it has jurisdiction:

1. Mandatory programs and services required under section 21.1 of the Act.
Note: These programs and services do not require agreements.
2. Any municipal programs and services that may be provided under section 21.1.1.
Note: Funding for these programs and services is defined in existing agreements for these programs and services.
3. Any other programs and services that may be provided under section 21.1.2.
Note: These programs and services require cost apportioning agreements with participating municipalities where financing (*i.e.*, cost apportionment) is required by a participating municipality.

Through subsection 21.1.2 of the *Conservation Authorities Act*, an authority may provide, within its area of jurisdiction, any other programs and services that it determines are advisable to further the purposes of the *Conservation Authorities Act*. These programs are known as “Category 3” or “Other Programs and Services”.

In general, conservation authorities and municipalities can both benefit from the coordination of program and service initiatives as appropriate.

Agreement Requirements:

Conservation Authorities Act Requirements of Agreements:

1. The Agreement is to be made available to the public on the Conservation Authority (CA) website or other means deemed advisable by the Conservation Authority.
2. The Agreement shall be subject to periodic review at intervals stipulated within the Agreement, provided that such intervals shall not exceed a five (5) year duration.

3. The Agreement will have clear termination dates.
4. The Agreement shall incorporate provisions for early termination by any party thereto, encompassing:
 - i. The methodology through which a party is to provide notice of early termination to the other party or parties; and
 - ii. A stipulation that mandates the dissemination of notice for early termination to be executed not less than thirty (30) days in advance of the early termination date, or such longer duration as may be specified within the Agreement.
5. The Agreement shall be subject to a review conducted by the parties thereto, which shall take place no later than six (6) months prior to the termination date, or within such extended timeframe as may be specified within the Agreement.
6. Programs and services will be provided in accordance with the terms and conditions in the Agreement.
7. The Agreement must provide for the participating municipality to pay the capital and operating expenses apportioned to them under the Agreement.
8. The Agreement must include provisions allowing the conservation authority to charge fees for any program or service for which a fee is proposed or may be proposed to be charged.
9. The Agreement will include requirements for dispute resolution.
10. The Agreement must be approved by a resolution of the participating municipal council.
11. The Province retains the right to prescribe standards and requirements for the provision of other programs and services. Should the Province enact regulations regarding the provision of services, the regulation would prevail in the event of conflict between the terms and conditions set out in the municipal Agreement.

Other:

Posting the Agreement will be consistent with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (the "**Effective Date**").

BETWEEN:

THE TOWN/MUNICIPALITY/TOWNSHIP OF ...

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA Board of Directors may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS SVCA is prepared to provide certain non-mandatory Category 3 programs and services to and/or on behalf of and/or within the boundaries of the Participating Municipality,

AND WHEREAS pursuant to Sections 25 and 27 of the Act, conservation authorities are authorized to apportion costs to municipalities for delivery of mandatory programs and services and general operating expenses,

AND WHEREAS pursuant to Section 25 and 27 of the Act and Ontario Regulation 687/21, conservation authorities and municipalities may enter into an Agreement to allow for the apportionment of costs to municipalities for programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and services attached hereto as **Schedule 'A'**,

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of Category 3 programs and services,

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the “**Initial Term**”). Thereafter, this Agreement shall continue for additional five-year periods (each a “**Renewal Term**”) unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
2. This Agreement shall be reviewed by the parties at least six (6) months prior to the expiry of the Initial Term and each Renewal Term.
3. SVCA agrees to provide the Category 3 programs and services outlined in **Schedule 'A'** to this Agreement.
4. Notwithstanding the foregoing, the Participating Municipality acknowledges and agrees that all Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as **Schedule 'B'** to the Agreement.
9. SVCA and the Participating Municipality shall identify and agree upon the cost of relevant Category 3 programs and services in the annual budget, and shall comply with the prescribed methods of apportionment, including the Modified Current Value Assessment (MCVA) apportionment method (the ratio that the Participating Municipality's modified current value assessment bears to SVCA's modified current value assessment) and/or the benefit-based apportionment method (the benefit that each Participating Municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.
10. Where Category 3 programs and services are included in the budget process and apportionment, SVCA shall apportion the operating expenses and capital costs, as presented in the annual budget, to the Participating Municipality. The Participating Municipality's share of the total apportionment shall be appended annually as **Schedule 'C'** to this Agreement.
11. The Participating Municipality agrees to be apportioned costs as identified in **Schedule 'C'** to the Agreement.
12. Through this Agreement, the parties agree that the SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. Any such fees collected for the programs and services identified in Schedule 'A' shall be used to offset the municipal apportionment costs associated with providing the Category 3 program and/or service for which the fee is collected.
13. Where Category 3 programs and services funded, in whole or in part, by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with SVCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between SVCA and the Participating Municipality.
14. SVCA and the Participating Municipality will strive to facilitate open and timely communication at all levels.

15. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, and which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.
16. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Participating Municipality of its obligation to pay fees and costs when due.
17. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
18. The Participating Municipality and SVCA will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency, and accountability in the use of public sector resources.
19. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as **Schedule 'D'** to this Agreement.
20. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as **Schedule 'E'** to this Agreement.
21. This Agreement shall be made available to the public in accordance with the Act and any applicable regulations.
22. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: _____

Name: Jennifer Stephens

Title: General Manager/Secretary-Treasurer

Per: _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE TOWN/MUNICIPALITY/TOWNSHIP OF ...

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Schedule 'A' – Category 3 Programs and Services Requiring Apportionment

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.



2024 Business Case Water Quality Program

The intent of this business case is to underscore the vital importance of continued funding for the Water Quality Program managed by Saugeen Valley Conservation Authority (SVCA). This program ensures the health of our watershed by promoting environmental sustainability, public health, and local economic stability.

Issued Date: June 29, 2023

Contact: Jennifer Stephens, General Manager/Secretary-Treasurer, SVCA

Contact Info: 519-369-7206 or

Email to j.stephens@svca.on.ca

Water Quality Program

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1. Executive Summary

Saugeen Valley Conservation Authority (SVCA) is one of the 36 conservation authorities in Ontario dedicated to protecting, restoring, and managing our natural resources.

The Saugeen watershed encompasses 4,675 km² in the counties of Bruce, Dufferin, Grey, Huron, and Wellington. SVCA's jurisdiction includes the Saugeen, Penetangore, Teeswater, and Pine Rivers, as well as the adjoining Lake Huron shoreline.

SVCA's Water Quality Program monitors, analyzes, and safeguards the health of our watershed. The key benefits of this program include environmental preservation, public health protection, economic sustainability, recreational opportunities enhancement, and education and awareness campaigns.

1.1 Recommended Solution

To sustain and build on these key benefits, it is vital to ensure the continuation of municipal funding through cost apportioning agreements as permitted under the *Conservation Authorities Act*. This funding structure not only secures the necessary resources to maintain the program's operational excellence but also demonstrates the municipalities' commitment to environmental conservation. By maintaining this funding, we can ensure the Water Quality Program continues to provide critical services, enhancing the health and wellbeing of our communities and the environment.

2. Introduction

2.1 Purpose of the Business Case

To demonstrate the value of SVCA's Water Quality Program and advocate for continued municipal funding.

This business case outlines the value, scope, and long-term benefits of the Water Quality Program managed by SVCA. Continued funding through municipal cost-apportioning agreements, as a Category 3 program and service, is requested to maintain this critical program.

The Water Quality Program plays an instrumental role in preserving our watershed's environmental health. This program allows SVCA to monitor and assess the quality of water and aquatic habitats within the Saugeen watershed. This program contributes significantly to our shared commitment towards sustainable natural resource management. The data collected through this program empowers our communities to implement effective strategies to protect our water resources against pollution, degradation, and understand the influences of climate change.

The significant funding invested through past municipal levy has allowed SVCA to sustain this fundamental program. These resources have been invaluable in supporting the broad-ranging work carried out by SVCA, from 2001 through today.

It is important to note that the ripple effects of this program extend beyond environmental considerations. The Water Quality Program underpins the intrinsic value of our natural heritage. The continuation of this program, therefore, is not just a matter of ecological preservation but is an investment in the resilience and prosperity of our communities.

In the ensuing document, we will delve into the specifics of our Water Quality Program, including its current accomplishments, its future potential, and its overall impact on the Saugeen watershed. Furthermore, we will present a clear case for why its continued funding is essential. We look forward to your active engagement with this crucial matter, confident that with your understanding and support, we can secure the long-term future of this key program and, by extension, the continued well-being of our watershed and its communities.

2.2 Scope and Limitations

The business case covers the importance, scope, and impact of the program, focusing on the Saugeen watershed. It does not consider alternate funding models or program redesign.

3. Current Situation

The SVCA's Water Quality Program is functioning well, but continued funding from municipalities is at risk due to the new arrangement as mandated by the province for mandatory and non-mandatory programs and services.

3.1 Background Relationship with Municipalities

Conservation authorities and the municipalities we serve share a mutual commitment to environmental conservation and sustainable community development. Conservation authorities provide vital services that support and enhance the quality of life within municipalities. These range from watershed management and water quality monitoring to flood monitoring and warning, regulation of development, habitat preservation, and conservation of sensitive lands.

In turn, municipalities provide vital support to conservation authorities, primarily in the form of funding and policy endorsement. Together, we work towards safeguarding natural resources, ensuring public health and safety, and fostering sustainable growth. This intricate relationship ensures that environmental priorities are balanced with socio-economic needs, leading to well-rounded, sustainable development that benefits current and future generations.

Thus, the relationship between conservation authorities and municipalities is not merely functional but is a critical partnership towards achieving our shared sustainability goals.

3.2 Background Information Regarding Category 3 Programs and Services

In 2021, *Conservation Authorities Act* amendments required conservation authorities to complete an inventory of programs and services by February 2022. The inventory has categorized our programs and services as follows:

Category 1: those prescribed as mandatory by the province;

Category 2: those delivered on behalf of a municipality; and

Category 3: those that further conservation, restoration, development, and management of natural resources.

Effective January 1, 2024, the continuation of Category 3 programs and services will necessitate the formalization of cost apportioning agreements between SVCA and each member municipality. This requirement ensures that municipal funding continues to support the effective delivery and implementation of our programs and services.

SVCA proposes that member municipalities commit to a five-year agreement. Provisions for conflict resolution, amendments, and early termination will be embedded within the agreement structure.

This agreement timeline ensures the seamless operation of our programs and services, while simultaneously allowing room for annual adaptations within the sanctioned budget or during review periods. Given that program implementation spans multiple years, a multiple year agreement offers necessary lead time for adjustments. Instances include securing lab services, ordering equipment, calibration solutions, and inventory. Similarly, watershed monitoring and reporting necessitate a multiple year engagement for efficiency and cost-effectiveness.

The agreement will also establish a cost distribution mechanism among the municipalities. SVCA suggests adhering to the existing levy apportionment calculation mandated by the Province of Ontario, known as the modified current value assessment method. This method is already in use for the remaining municipal levy apportionment for Category 1 mandatory programs and services, hence its adoption ensures consistency.

3.3 Program History

Saugeen Valley Conservation Authority historically started collecting water quality data in select locations as far back as the 1960's, partnering with the Ontario Ministry of the Environment. Surface water sampling in our watershed continued until provincial government funding was cut in 1996.

SVCA's Water Quality Program was revitalized in 2001 following the Walkerton Water Crisis of May 2000. The Walkerton Water Crisis stands as a stark reminder of the critical importance of enhanced water quality monitoring. In the small Ontario town of Walkerton, contamination of the town's water supply with *E. coli* bacteria led to a tragic public health crisis that caused the deaths of seven people and left more than two thousand residents ill. This calamity, one of the worst of its kind in Canadian history, occurred due to a combination of factors including faulty infrastructure, inadequate water treatment, and a lack of regulatory oversight.

In response to the crisis, the Ontario government instituted sweeping changes to water management policies, ushering in an era of heightened vigilance and commitment to protecting water quality.

SVCA's Water Quality Program was reestablished as a direct result of the lessons learned from Walkerton. This program, fueled by a sense of urgency and purpose, was tasked with the critical mandate to monitor, protect, and enhance the water quality in our jurisdiction, with the dual aims of ensuring public health and preventing a recurrence of such a devastating event.

3.4 Program Background

SVCA conducts regular surface and groundwater sampling at various sites across our watershed. We collect *in situ* general chemistry, complete lab analysis for indicator parameters, monitor groundwater chemistry levels, and review results in consideration of applicable legislation and guidelines. We also undertake biomonitoring of benthic macroinvertebrates, which serve as key indicators of long-term trends in water quality and ecosystem health.

Provincial Water Quality Monitoring Network – Category 1 Program

This provincial water quality monitoring network was established over 50 years ago with collaboration between government and environmental agencies and local conservation authorities.

Under this program, SVCA staff collect surface water samples at 14 sites monthly during ice-free periods (April to November). These sites were selected based on our ability to measure water quality as it travels from a tributary to a larger basin, to monitor wastewater discharges, and to provide representative water quality conditions across our watershed. Samples are analyzed in a laboratory by the Ministry of Environment, Conservation and Parks (MECP), for parameters such as nitrates, metals, phosphorus, and chloride, among others.

Surface Water Quality Monitoring – Category 3 Program

Our team completes monthly surface water sampling at 15 sites within SVCA's jurisdiction, during ice free periods. These sites were selected with support from the MECP to fill important data gaps within the provincial monitoring program given the size of SVCA's watershed. These samples undergo analysis by trusted private laboratories and are tested for parameters consistent with the provincial program. Testing for *E. coli* at all provincial and SVCA sites is also completed under this program.

Water quality monitoring is essential to identify man-made sources or activities that affect the suitability of surface water for drinking water source protection, conservation of aquatic life, and recreational opportunities. This data is used in the management of aquatic ecosystems, to determine where actions may be needed, and to evaluate the efficacy of policy actions. Long-term data collection and trending is key to determine if water quality is improving or deteriorating over time.

Our water quality data allows SVCA to establish baseline conditions; establish and characterize long-term trends for various water quality indicator parameters; monitor compliance with Provincial Water Quality Objectives; provide information to municipalities and other regulatory agencies to support development (*i.e.*, nutrient inputs and loading, stormwater discharge, sewage facility discharges, and infrastructure removals, such as dams and weirs); and to determine the effectiveness of watershed programs.

Provincial Groundwater Monitoring Network – Category 1 Program

SVCA staff monitor 23 different aquifers situated across 13 different locations within the watershed. These include ten deep wells delving into bedrock aquifers and thirteen wells analyzing shallow, overburden aquifers located in the sediment layer above the bedrock. Water

levels and water temperature in these wells are recorded on an hourly basis, and annual water quality samples are generally collected each Fall. Any instances of surpassing Ontario Drinking Water Quality Standards (ODWQS) are promptly reported to the respective municipalities and the local Health Unit. This consistent monitoring of changes in groundwater levels and quality assists SVCA in making informed decisions related to resource management. Moreover, rain gauges have been integrated into numerous well sites to provide a better understanding of the correlation between rainfall and groundwater levels, and water use and taking, supporting the groundwater component of our Low Water Response Program.

Ontario Benthos Biomonitoring Program – Category 3 Program

Each year, we collect benthic macroinvertebrates—organisms such as bottom-dwelling insects, crustaceans, worms, and mollusks—from rivers and streams across the watershed. These creatures serve as excellent indicators of water quality. The presence, absence, or relative abundance of various species provides invaluable insights into water quality and the extent and sources of habitat degradation based on their tolerance to pollution. Biomonitoring and surface water quality sampling go together; biomonitoring identifies that there is a problem with the health of an aquatic system, and surface water sampling can help identify what that problem is and how it can be mitigated. Abundance and the type of organism found in a watercourse can also serve as an excellent proxy for the health of other aquatic organisms, such as fish populations. This data is critical for support of recreational activities, such as fishing, kayaking, and swimming, as well as economic development through tourism.

Watershed Report Cards – Category 3 Program

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. All conservation authorities across Ontario develop the Report Cards to ensure consistent reporting across the province and to provide watershed residents with a high-level summary of the state of our watershed resources, as well as to identify potential stressors, such as rapid urbanization, changing land uses, and climate change. There are four key indicators that are used in the preparation of the Watershed Report Card: groundwater quality, surface water quality, forest coverage, and wetland coverage.

The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. The format simplifies the extensive amounts of research and technical data.

Healthy Lake Huron Initiative – Category 3 Program

Since 2011, SVCA, along with similar organizations, has been actively engaged in a collaborative effort to safeguard and enhance the water quality of Lake Huron, focusing on areas that demand immediate remedial action. Part of SVCA's contribution involves the monthly collection of baseline and storm-event (runoff) samples from the South Pine River located in the Township of Huron-Kinloss. This water chemistry data, in conjunction with meteorological data, is fed into a computer-based model. This predictive tool enhances our understanding of how sediment and pollutants, such as nutrients, migrate from land into waterbodies.

Drinking Water Source Protection – Category 1 Program

The Water Quality Program is integral to SVCA's contribution towards the Drinking Water Source Protection Program, a mandated program under the *Clean Water Act, 2006*. Its primary objective is to safeguard the quality and quantity of current and future sources of municipal drinking water, thus ensuring the long-term availability of clean, safe drinking water for our communities.

In the Saugeen – Grey Sauble – North Bruce Peninsula Source Protection Region, Saugeen Conservation collaborates with Grey Sauble Conservation Authority and the Municipality of Northern Bruce Peninsula to protect 38 municipal residential drinking water systems. The data collected through our Water Quality Program provides the baseline for the Drinking Water Source Protection Plan's Assessment Report which is the technical foundation of the Source Protection Plan.

The Source Protection Plan determines the areas that are vulnerable or at risk of contamination and outlines a set of policies to address any identified threats. The Plan also provides specific timelines for policy implementation and necessitates ongoing monitoring of policy. This approach involves managing and mitigating risks through the effective use of existing legislation and regulations.

3.5 The Value of Data

The Water Quality Program's ability to continually provide updated, accurate data is crucial for proactive and informed decision-making within the Conservation Authority as well as to support economic development. The true value of data lies in its continuity and accumulation over time. With over twenty years of managing this program, the data collected can be used to establish long-term trends in watershed health, and therefore lend itself to detecting anomalies, predict outcomes, and make informed decisions.

The process of data collection is an ongoing narrative, where each data point connects to another, forming a continuous story of our watershed's health. Interruptions to this process can have profound implications. If we were to cease collecting data now, the existing wealth of information would lose much of its potency. Without continuity, discerning long-term trends or detecting subtle but significant changes becomes virtually impossible, thus undermining the informative value of the data we've gathered. Therefore, it is essential to maintain our data collection efforts to protect the integral value of the two-decade-long narrative we have built and enable us to proactively protect our watershed.

The need to continue data collection becomes particularly pressing considering climate change, an urgent global challenge that necessitates informed, proactive, and adaptive responses. As weather patterns become more unpredictable and extreme events more frequent, our understanding of how these changes impact our water quality is of paramount importance. Our data collection efforts allow us to track changes, identify emerging trends, and forecast potential challenges, informing our responses, and aiding in the development of strategies to mitigate the impacts of climate change. Without a continuous record, it will be nearly

impossible to determine if environmental impacts are local (*i.e.*, point source pollution) or a result of changing background conditions (*i.e.*, climate change).

At SVCA, we are keenly aware of the power of data as a tool for change and are in the process of making our water quality data publicly accessible and AODA (*Accessibility for Ontarians with Disabilities Act*) compliant via Microsoft Power-bi. This initiative aims to democratize data access, allowing any student, researcher, public authority, or government to utilize this valuable resource. By making this data widely available, we enable a multitude of stakeholders to engage in meaningful scientific investigations, supporting planning and development, enhancing our collective understanding of climate change impacts, and contributing to the creation of strategies that protect our environment and keep our communities safe. We are also in the process of preparing an annual water quality report to summarize, in depth, the current state of our watershed and how it might impact our communities.

3.6 Risks and Issues with the Current State

Loss of municipal funding would lead to discontinuation of this critical programs, posing significant ecological and economic impacts.

The prospect of losing funding for the Water Quality Program at SVCA carries with it more than just the discontinuation of a service; it represents the potential loss of a significant investment made by our municipalities over the years. A minimum amount of 2.9 million dollars has been directed towards this program, building its capacity, honing its methods, and accumulating a wealth of valuable data.

This investment should not be perceived as a sunk cost, but rather as a strategic commitment towards the long-term health and sustainability of our shared environment and communities. If funding were to be discontinued, so too would be the inherent value of the program and its accumulated data. It would be akin to abruptly abandoning a critical infrastructure project mid-way, thereby diminishing the returns on the investment made thus far.

Conservation authorities such as Saugeen Valley Conservation Authority (SVCA) are at the forefront of environmental conservation, utilizing the most efficient and scientifically backed methods to gather water quality data. Our extensive network, experienced team, and deep local knowledge ensure data collection is accurate, relevant, and cost-effective. It is important to note that outsourcing these data collection activities would invariably lead to significantly increased expenses, as there are no other local non-profit agencies equipped with the expertise and resources to carry out this critical task.

Furthermore, no alternative sources of this precise, area-specific information exist. If water quality monitoring ceases, or there is a gap in the data record, it will be difficult, if not impossible, to determine if temporal changes and trends in the data are due to pollution or site-specific sources, or if the changes can be attributed to watershed-wide factors such as climate change or natural variability.

Continuation of this SVCA program ensures a complete, reliable record. Therefore, the Water Quality Program implemented by SVCA is not only economically sound, but it also delivers

invaluable insights that could not be readily obtained otherwise, reinforcing the necessity of our work and the essential need for its continued funding.

Therefore, it is of utmost importance that we recognize and appreciate the true value of the Water Quality Program, understanding it not as a recurring cost, but as an ongoing investment in our region's environmental health, economic vitality, and overall resilience.

A commitment to sustained funding is critical to ensure that we continue to extract the maximum potential value from this significant investment for the benefit of our communities and the environment.

Please see Appendix B – Water Quality Program Investment.

4. Business Needs and Requirements

4.1 Objectives and Outcomes

Secure continued funding, maintain water quality, ensure public health, and promote sustainable local economic development.

The objectives and outcomes of our Water Quality Program are clear and interconnected, underpinning our collective vision of a sustainable Authority. At the forefront of these objectives is securing continued funding. This is a critical prerequisite to maintain the program's ongoing effectiveness and its ability to deliver tangible outcomes. By maintaining the Water Quality Program, we safeguard the ecological health of our watershed, preserving biodiversity and ensuring the longevity of our natural resources. Inextricably linked to this is our commitment to ensuring public health. By preserving water quality, we protect our communities from waterborne diseases, promote development and ensure a safe and healthy environment for our residents.

Lastly, our program aims to promote sustainable local economic development. Through our actions, we protect and enhance the region's natural assets, such as clean water and diverse ecosystems, which support various economic activities, from agriculture to tourism. In doing so, we ensure the long-term economic vitality of our region, providing a foundation for growth that balances environmental sustainability with socio-economic progress. Each of these objectives, while distinct, feeds into and reinforces the others, creating a holistic approach to our regional efforts.

4.2 Key Deliverables

Continued delivery of Category 3 programs, including surface water quality monitoring (i.e., sample collection, analysis, and reporting), biomonitoring, and public awareness campaigns such as watershed report cards.

4.3 Critical Success Factors

Success of the Water Quality Program is dependent upon sustained municipal funding, effective program execution by Saugeen Conservation and stakeholder support.

4.4 Recommended Solution

Continued funding of the Water Quality Program through 5-year cost apportioning agreements.

4.5 How This Meets Business Needs and Requirements

Municipal funding has historically supported the program and would meet current and anticipated future needs.

4.6 Alternative Solutions Considered and Why They Were Not Chosen

While enthusiastic, engagement with grassroots organizations proves to be unreliable due to the changing nature of their membership, varying degrees of experience and education, administrative issues (such as insurance) and their ability to access land (particularly private).

Research has been conducted to explore alternative funding avenues. However, other funding streams, while potentially supplementary, do not possess the capacity to replace the substantial monetary commitment provided by municipal funding, without threatening the continuity and effectiveness of the Water Quality Program. Funding from municipalities can be supported by additional sources but cannot be sustained by them.

5. Benefits and Risks

5.1 Tangible and Intangible Benefits

In the realm of tangible benefits, the scientific outputs of the Water Quality Program offer invaluable insight into our watershed's health, providing the data necessary to detect and predict environmental changes, prioritize conservation efforts, support sustainable development, and guide critical decision-making processes. Clean water, biodiversity preservation, healthier communities, sustainable local economies, and educational opportunities are tied to this program.

As for intangible benefits, the Water Quality Program bolsters public trust and community well-being, cultivates an ethos of environmental stewardship, and fortifies the social contract between municipalities and their residents by ensuring the safeguarding of our natural resources for present and future generations.

5.2 Costs and Risks Involved

Funding disruption could jeopardize the program's continuance and its associated benefits.

The Water Quality Program is funded through shared cost apportionment among 15 municipalities, demonstrating an impressive model of cooperative environmental stewardship. This shared cost approach not only makes the financial burden more manageable for each municipality but also promotes the health of our shared watershed, which naturally transcends municipal boundaries. By investing in this program, these municipalities are embracing a profound sense of community and collective responsibility, safeguarding our shared environment for the greater good, and fostering a stronger, more resilient region for everyone. This is a clear example of a commitment to the principles of 'being a good neighbour', and to

the understanding that protecting our natural resources is a responsibility that extends beyond borders.

Additionally, it's critical to understand that the shared funding model also implies a shared business risk; if even one municipality opts out of the program, the Water Quality Program is compromised, threatening the continuity of this invaluable environmental initiative for the entire region.

5.3 Risk Mitigation Strategies

Risk mitigation forms an essential part of our strategy to secure the continuity of the Water Quality Program.

One approach is advocacy for continued funding; SVCA is committed to maintaining a strong, ongoing advocacy campaign aimed at securing sustained funding for the program. This involves clearly communicating the program's benefits and significance to member municipalities, and other stakeholders.

The other approach is active stakeholder engagement; engagement with all stakeholders is another critical risk mitigation strategy. We believe in fostering an environment of transparency, collaboration and open dialogue with municipalities, community members, and other partners about all work and services offered through SVCA.

6. Implementation Plan

6.1 Timeline

At the May 20, 2023 Meeting, the SVCA Board of Directors gave staff the direction to develop a business case to accompany the draft cost-apportioning Agreement that has been prepared to negotiate with municipalities. The Directors requested that staff engage with senior administrative municipal staff on the draft Agreement prior to returning to their next meeting on July 20, 2023 with a proposed Agreement to take to municipal Councils requesting a resolution to continue with Category 3 Programs and Services.

Following the July 20, 2023 meeting, SVCA staff will pursue reaching out to Councils with an Agreement and the business cases to support program continuation. Agreements must be in place with municipalities by January 1, 2024 for the continuation of Category 3 programs and services.

6.2 Stakeholders and Their Roles and Responsibilities

Saugen Valley Conservation Authority (SVCA)

SVCA bears the primary responsibility for executing the Water Quality Program. This includes planning, monitoring, data collection, analysis, and reporting. Additionally, SVCA will continue to seek out additional revenue streams, such as environmental grants and partnerships, to supplement the funding received through municipalities.

Municipal Governments

Municipal governments play a critical role in providing funding through the municipal levy (Category 1 programs) and cost apportioning agreements (Category 3 programs) which is essential for the continuation and effectiveness of SVCA's Water Quality Program. Municipal commitment to this funding model illustrates recognition of the program's importance and value to communities and constituents. Furthermore, municipal governments can also contribute by promoting the program's objectives within their jurisdictions and supporting initiatives that align with the conservation of water quality and overall watershed health.

6.3 Potential Barriers to Implementation

Watersheds transect municipal boundaries, requiring inter-jurisdictional cooperation and agreement.

7. Financial Analysis

7.1 Cost of Proposed Solution

Fees supporting the Water Quality Program that have not been allocated to Category 1 Programs and Services would be apportioned to municipalities using the modified current value assessment method as these are watershed-wide programs that benefit all municipalities and residents.

Please see Appendix C – Cost Apportionment of Water Quality Program.

7.2 Return on Investment Analysis

Benefits of a healthy watershed significantly outweigh the investment; there is a high return on investment in terms of environmental, health, and economic benefits.

Analysis

The Return on Investment (ROI) analysis for the Water Quality Program at Saugeen Valley Conservation Authority strongly supports its ongoing funding. When considering ROI, it is vital to acknowledge the multidimensional nature of the returns generated by the program. These returns are not merely financial but extend to substantial environmental, health, and economic benefits.

Environmental returns manifest in the preservation of our local watershed's health, ensuring a robust and resilient ecosystem for future generations. Health benefits are realized through the prevention of waterborne diseases, enhancing the wellbeing of our community, and indirectly contributing to savings in healthcare costs. Economic returns are generated via sustainable local development and activities dependent on a clean and reliable water source, such as agriculture and tourism.

However, a crucial factor influencing this ROI is the ongoing nature of the program. The program's capacity to continuously collect and analyze data is integral to its value. The longitudinal data it generates enables the detection of trends and anomalies, informing proactive management strategies and contributing to the program's preventative capabilities.

Thus, to realize and maximize this ROI, the continuity of the program, underpinned by sustained funding, is vital. Any disruption could impair our ability to capitalize fully on these valuable returns, emphasizing the necessity for consistent investment in the Water Quality Program.

8. Critical Assumptions and Dependencies

8.1 List of Assumptions Made in the Business Case

One of the crucial assumptions of this business case is that municipal funding will continue through cost apportioning agreements. Funding apportionment would increase annually as it would with the levy. This funding provides the primary resource enabling the program to maintain and enhance its operations.

8.2 Key Dependencies for Successful Execution

The successful execution of the Water Quality Program heavily relies on the continued support and funding from our member municipalities. Their understanding of the program's value and their commitment to upholding it are essential to our mission.

Success also depends on effective execution by SVCA, as it is SVCA's responsibility to effectively implement the program, from consistent monitoring and data collection to timely reporting and public education, is a crucial dependency. The team's expertise, dedication, and effective management are fundamental to delivering the program's objectives and outcomes.

9. Conclusion

The Water Quality Program, managed by SVCA, offers substantial benefits to the Saugeen watershed, a region encompassing five counties. The program plays a pivotal role in preserving water quality, promoting public health, and fostering local economic sustainability. Its educational initiatives also increase community awareness about water conservation, strengthening public involvement in watershed health.

Thus, continued funding through municipalities remains vital. This funding model enables the program to maintain its valuable work, contributing significantly to the well-being of the watershed and the municipalities within its bounds.

Appendix A: 2022 Watershed Report Card

Saugeen Conservation has prepared this report card as a summary of the 2017-2021 state of water quality, forests, and wetlands in our watershed. These report cards are released every five years together with Conservation Ontario.

A watershed describes an area, and the waterways that flow through it and towards a major outlet such as a lake. Everything in a watershed is connected and actions upstream can affect conditions downstream.

We measure certain features in our watershed to learn about their current condition, as well as trends. This information helps us plan for the future.

Groundwater

Groundwater is flowing water that is found below the ground, that is often stored in aquifers. Groundwater is monitored at 23 sites in our watershed through the Provincial Groundwater Monitoring Network (PGMN). Groundwater quality for this report was graded on chloride and nitrogen (nitrate + nitrite) levels.

Chloride and nitrogen can exist naturally, however natural levels in water are generally minimal. Increased levels in our waterways can be related to:

- the use of road salts (chloride only)
- septic systems
- fertilizers and manure
- industrial discharge
- erosion

What's different in this report card?

Previous watershed report cards only used five years of data to come up with their findings. This report card uses a minimum of ten years of data, or more if it was available for a better view of long-term trends.

Our Findings:

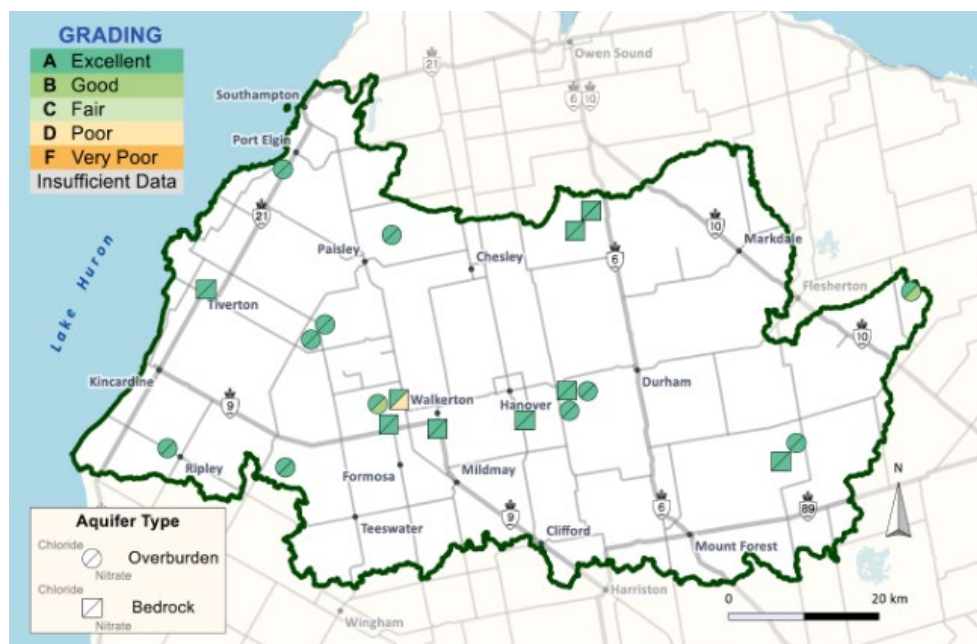
Chloride levels at all tested sites received a grade of A (excellent).

Nitrogen levels at most (86%) of the sites received a grade of A (excellent).

Two sites received nitrogen grades of B (good) and one site received a D (poor).

Different nitrogen grades from these sites could be caused by using more data from a longer period of time. The three sites that did not receive an A grade are in locations where we might expect to see higher levels of nitrogen, based on their environments.

The map is a visual representation of our findings.



Note:

- These findings are not to be considered indicators of drinking water quality.
- Groundwater quality results being reported are specific to the site location and do not apply to the watershed as a whole.
- No biological levels (ie. *E.coli*) were considered.

Surface Water Quality

Surface water is monitored at 31 sites along major streams and rivers in our watershed. This monitoring happens through the Provincial Water Quality Monitoring Network (PWQMN) and through Saugeen Conservation's own network. Sampling occurs monthly from April to November each year. Surface water quality for this report was graded on phosphorus, *Escherichia coli* (*E.coli*), and benthic macroinvertebrates.

Phosphorus is an essential nutrient for all living organisms, however it can have harmful effects on aquatic life at high levels. Phosphorus levels can be natural, and increase with human influence.

E.coli is a type of bacteria commonly found in the intestines of warm blooded animals. *E. coli* is often used as an indicator of contamination from human and animal waste. *E.coli* levels may increase after heavy rainfalls and snowmelt.

Benthic macroinvertebrates refer to small aquatic bugs that live on the bottom of streams, rivers, and lakes; they can tell us about long term water quality because they are sensitive to their environments. Certain types of bugs can only thrive in good water, as they have a low tolerance to pollution.

What's different in this report card?

Previous watershed report cards only used the downstream monitoring sites. This report card used data from all surface water sites in our watershed. Using more data allows us to have more confidence in our findings.

Our Findings:

- Overall grades range from A (Excellent) to C (Fair), with mostly (60%) B (Good) grades.
- Most overall grades have not changed from the 2018 report card, however the Beatty Saugeen River, Lake Fringe and Upper Main Saugeen River areas have improved.
- Phosphorus grades fell in the South Saugeen River and Lower Main Saugeen River. Remaining grades stayed the same.
- E.coli grades remained mostly unchanged across the watershed, with improvement for the Penetangore River area.
- Benthic macroinvertebrate grades generally improved.

The map is a visual representation of our findings.



Note:

Streams and rivers are constantly changing, and water quality results represent only a snapshot in time.

Forest Conditions

Forests provide important habitat for wildlife and plants. Forests also give us cleaner air and water, economic benefits, and recreational areas for people to enjoy.

Forest conditions in the 2022 report card were graded on the percentage of forest cover, forest interior and riparian cover, which is the area between land and a river or stream.

Forests in our watershed have changed since early settlement, with agriculture and housing development driving the demand for forest clearing. The growing presence of invasive plant and animal species can also overwhelm forests.

Geographic Information Systems (GIS) tools were used to determine forest grades.

Our Findings:

- Grades range from A (excellent) to D (poor), with mostly B (good) and C (fair).

The map is a visual representation of our findings.



Note:

- Forests grow slowly, but the benefits begin as soon as trees are planted. Changes in forest cover will be noticed in five years or more.
- In 2022, Saugeen Conservation planted 28,000 trees and more than that number again were sold directly to landowners for independent planting.

Wetland Conditions

Wetlands play a very important role in our watershed. They help lessen the impact of floods and droughts, protect our shorelines, absorb pollutants, improve water quality, and provide habitats for many species. Protecting our wetlands is critical to the well being of people and our planet.

Wetlands were graded on the percentage of wetland cover. Geographic Information Systems (GIS) tools were used to inform wetland grades.

Our Findings:

- Grades range from A (excellent) to D (poor) with mostly excellent grades.
- Only 17.5% of the Saugeen watershed is covered by wetlands.

The map is a visual representation of our findings.



What can you do to support the health of our watershed?

- Support your local conservation authority through donation
- Volunteer with local environmental organizations
- Advocate for the environment through delegations to municipal council, and engaging your elected officials
- If your municipality has an environmental committee of council, consider joining
- Ask your local government to support environmental initiatives
- If you have a septic system, inspect and pump it every three to five years
- Decommission unused or damaged wells
- Dispose of household chemicals at hazardous waste depots
- Plant native species and educate yourself on invasives in your area

Consider how we are all connected.

Appendix B: Investment in Water Quality Program Table

Year	Water Quality Budget	Today's dollars
2001	9,000	14,393
2002	173,000	271,932
2003	124,580	190,276
2004	108,927	163,652
2005	81,263	119,226
2006	81,470	116,684
2007	93,470	130,992
2008	97,519	134,379
2009	98,747	135,593
2010	97,118	130,942
2011	96,626	126,146
2012	99,898	127,856
2013	99,831	127,250
2014	102,203	127,672
2015	106,601	132,111
2016	104,208	127,031
2017	114,246	137,025
2018	109,797	128,824
2019	98,302	113,047
2020	100,890	116,280
2021	99,400	110,807
2022	109,650	114,481
Totals	2,206,746	2,896,600

This appendix presents an Investment in Water Quality Program Table by Member Municipalities, providing a financial overview of the program. The numbers detailed within this table are derived from audited financial statements, focusing on budgeted amounts as these represent the financial commitments that our Board of Directors have allocated to the program over the years. It is important to note that the actual expenses incurred have closely aligned with the budgeted projections, reflecting the accuracy of our planning process.

To account for the effect of inflation over the years and to present a more accurate representation of the monetary value today, the Bank of Canada's inflation calculator was utilized to adjust the historical values.

Following these adjustments, the total investment that SVCA has made to the Water Quality Program since 2001 stands at approximately \$2.9 million dollars, illustrating our long-standing commitment to maintaining and enhancing the quality of our water resources.

Please note that the figures presented in the table exclusively reflect the financial contributions made by our Member Municipalities towards the Water Quality Program. They do not account for additional funding sourced from the Ministry of Environment, Conservation and Parks, grant

procurement initiatives, or other strategic partnerships. These external funding streams, although not included in these totals, have been instrumental in supplementing the resources provided by our Member Municipalities, thereby enhancing the overall financial support for the program.

Appendix C: Cost Apportionment of Water Quality Program by Municipality

Municipality	Amount
Arran-Elderslie	\$2,986
Brockton	\$10,280
Chatsworth	\$3,565
Grey Highlands	\$5,166
Hanover	\$7,789
Howick	\$321
Huron-Kinloss	\$6,597
Kincardine	\$20,823
Minto	\$3,235
Morris-Turnberry	\$228
Saugeen Shores	\$25,046
South Bruce	\$5,765
Southgate	\$8,124
Wellington North	\$4,693
West Grey	\$14,432
Totals	\$119,050

Appendix D: Water Quality Annual Report Preview – DRAFT

Excerpt from DRAFT 2022 Water Quality Report

This document is a draft only and is not intended for distribution. Data review and analysis is still on-going.

1. Introduction

The Saugeen Watershed is divided into ten sub-watersheds, each having its own natural and man-made features (see Figure XX).

Saugeen Valley Conservation Authority (SVCA) closely monitors the quality of water in the area. SVCA works with the Ministry of the Environment, Conservation and Parks (MECP) as part of the Provincial Water Quality Monitoring Network (PWQMN) to check water at 14 sites. PWQMN is essential for collecting information on the water's chemicals and physical properties.

Given the size of the watershed, 14 sites were not enough to collect all the needed information. In 2012, SVCA started an additional program to monitor 15 additional sites. Moreover, two more sites are part of an initiative called Healthy Lake Huron. Now, there are 31 sites in total where the water is monitored. This helps us gather the data needed to understand the health of the watershed.

SVCA collects benthic macroinvertebrates at 20 sites. This helps us understand the overall health of the watershed. These creatures serve as excellent indicators of water quality. The presence, absence, or relative abundance of various species provides invaluable insights into water quality.

As more people live in the area and farming activities increase, along with changes in weather patterns, it's increasingly important to keep an eye on water quality conditions. This is necessary because these changes can put pressure on the water environment. The monitoring programs help SVCA systematically collect important information, which is crucial for understanding and maintaining the quality of water both now and in the future.

2.0 Methods

2.1 Field Sampling

2.1.1 Surface Water

Surface water samples are collected using in-stream “grab” techniques throughout the year, typically in the first week of every month, during ice free periods (April to November). These samples are collected in accordance with PWQMN sample protocols. Additionally, *in situ* measurements of water temperature, pH, specific conductivity, turbidity, oxidative redox potential, and dissolved oxygen are collected at the time of sample collection. Sampling was conducted independent of precipitation events, however, precipitation data from the day of and two days prior to sampling were considered during data analysis.

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In 2022, surface water samples were collected at 31 sites within SVCA's watershed: 14 sites under the PWQMN program, 15 sites under SVCA's internal monitoring program, and 2 sites under the Healthy Lake Huron stewardship initiative.

All samples collected under the PWQMN and Healthy Lake Huron programs were analyzed at the MECP laboratory, while SVCA samples were sent externally to SGS laboratories.

Sample collection in 2020 was variable due to laboratory shutdowns associated with the COVID-19 pandemic. SVCA sampling was not completed at this time, PWQMN sampling was only available during the months of January, October, and November 2020.



2.1.2 Benthic Macroinvertebrates

Benthic macroinvertebrates were collected at 20 sites throughout the Saugeen watershed using the Ontario Benthic Biomonitoring Network (OBBN) stream sampling protocol. Samples are collected bi-annually in May using a typical “kick-and-sweep” method with a D-net. As per OBBN protocol, three replicate samples are collected to cover different sections of the watercourse, encompassing two riffles and one pool, per sample site. The kick-and-sweep collection method is undertaken across each riffle and pool section to ensure a minimum of 100-animal count is obtained. Samples are then sieved and placed into plastic containers,

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preserved with 95% ethanol. Large debris is discarded after confirming no loss of macroinvertebrates. Finally, samples are transported and stored in a cool environment until sorting is completed.

2.2 Laboratory Analysis

2.2.1 Surface Water

All surface water samples are analyzed using a standard set of water quality parameters, as noted in Appendix X. Metals are also sampled at select sites under the PWQMN program.

The Lower Main Saugeen River at Burgoyne (Q4) is also sampled monthly, from April to November, for parameters associated with pesticide monitoring. The pesticide monitoring program is in partnership with the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) and the [MECP](#). This separate program is focused on Southern Ontario where there is heavy agricultural use. The program aims to characterize pesticide levels in the water and note trends with time. A report on these trends was published in 2022 for all sites across Southern Ontario.¹

For this report, six parameters were selected for discussion. These parameters are total phosphorus, nitrogen (nitrate-nitrite), chloride, total suspended solids, *E. coli*, and benthic macroinvertebrates (Table 1). The results for each parameter were compared to Provincial Water Quality Objectives (PWQO) or Canadian Water Quality Guidelines (CWQG) (Table 1).

PWQO were developed to protect all forms of aquatic life and all parts of their lifecycle. Additionally, PWQO can be used to protect recreational users by reviewing public health considerations (OMOEE 1994).

Where possible, the PWQO were used as they relate more specifically to surface water parameters. CWQG is typically associated with drinking water standards.

Total suspended solids and chloride are not identified in the PWQO and therefore they were reviewed against the CWQG.

Table 1. Provincial Water Quality Objectives (PWQO) & Canadian Water Quality Guidelines (CWQG).

Parameter (Unit)	Water Quality Objectives/Guidelines (Unit)	PWQO or CWQG	
Total Phosphorus (mg/L)	0.03 mg/L	PWQO	
Nitrogen; nitrite-nitrate (mg/L)	10 mg/L	PWQO	
Total Suspended Solids (TSS) (mg/L)	30 mg/L	CWQG	

¹ [Raby, M., Lissemore, L., Kaltenecker, G., Beaton, D., & Prosser, R. S. \(2022\). Characterizing the exposure of streams in southern Ontario to agricultural pesticides. Chemosphere, 294, 133769.](#)

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<i>Parameter (Unit)</i>	<i>Water Quality Objectives/Guidelines (Unit)</i>	<i>PWQO or CWQG</i>	
Escherichia coli (<i>E. coli</i>) CFU/100mL)	(100 CFU/100mL)	PWQO	
Chloride (mg/L)	120 mg/L	CWQG	

2.2.2 Benthic Macroinvertebrates

Identification of benthic macroinvertebrates requires specific skills and certification under the Ontario Benthos Biomonitoring Network. SVCA certified staff can complete the analysis for benthic macroinvertebrates in-house.

Collected samples are rinsed and sieved through 500 um mesh to remove fine particulates. Large debris is removed and discarded, ensuring no loss of specimens. Each sample is then stirred, and a sub-sample is collected. Specimens are picked out of the sub-sample and reviewed under a microscope for identification. In accordance with OBBN protocol, specimens are identified to the Group 27 taxonomic level. Specimens are ‘picked’ from the sample until a total of 100 specimens have been analyzed.

Due time constraints, 2020 and 2021 samples were analyzed by the University of Windsor.

2.3 Parameters

2.3.1 Total Phosphorus

Phosphorus is a crucial nutrient for the growth of aquatic plants and algae. Phosphorus is a key factor in the overall health and productivity of freshwater ecosystems.

Phosphorus levels can occur naturally through soil and rock erosion. Phosphorus can also be impacted by human inputs such as fertilizers, manure, development, and industrial waste. High phosphorus levels are typically associated with storm events and high turbidity.

High phosphorus levels can lead to excess plant and algae growth, which reduces the oxygen needed for other aquatic species to survive.

The Provincial Water Quality Objective for phosphorus in streams is 0.03 mg/L (Table X).

2.3.2 Nitrogen: nitrate-nitrite

Like phosphorus, nitrogen is an important nutrient for aquatic plants and algae growth. However, high levels of nitrogen can be harmful to aquatic organisms. Nitrogen can reduce dissolved oxygen in the water, which organisms rely on to survive.

Nitrogen can occur naturally, however, it can also be present due to human-made sources, such as fertilizers, manure, failing septic systems, and industrial waste. Fertilizers and agricultural runoff are often the most significant source of high nitrogen levels in a watercourse.

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Nitrogen in water is a combination of nitrite (NO₂⁻) and nitrate (NO₃⁻).

The Provincial Water Quality Objective for nitrogen is 10 mg/L (Table X).

2.3.3 Chloride

Chloride in watercourses often comes from winter maintenance activities which use salt. Once on roads, chlorides are easily washing into nearby ditches and make their way into larger rivers and lakes. Chlorides do not adhere to other minerals and therefore levels are often high in shallow waterbodies. Chlorides can be toxic to aquatic organisms.

The Canadian Water Quality Guidelines for chloride is 120 mg/L (Table X).

2.3.4 Total Suspended Solids (TSS)

Total suspended solids are a measure of the number of suspended particles in the water; it is often related to turbidity (i.e., cloudiness). Turbidity can exist naturally through erosion and watercourse flow or be impacted by human-made sources such as stormwater runoff and increased erosion from development or agriculture. If total suspended solids are high, sunlight may not reach the lower depths of a watercourse, making it difficult for plants and algae to grow.

Additionally, organics and metals often adhere to suspended solids, making them available for aquatic organisms to consume.

Canadian Water Quality Guidelines notes the maximum increase of TSS should be no more than 30 mg/L from background levels.

2.3.5 *E. coli*

Escherichia coli (*E. coli*) are a group of bacteria often found in the digestive systems of warm-blooded animals. They are commonly used to indicate the presence of fecal contamination as they are not naturally found in aquatic ecosystems (i.e., plants or in soils). These bacteria can cause stomach illness and potentially more serious health problems if consumed.

Provincial Water Quality Objectives suggest that water is safe for swimming when levels are less than 100 colony-forming units (CFU) / 100mL.

Since *E. coli* cannot survive long on their own, monthly surface water samples need to be reviewed alongside other parameters.

2.3.6 Benthic Macroinvertebrates

The term benthic macroinvertebrates refer to watercourse bottom-dwelling organisms such as insects, crustaceans, worms, and mollusks. These creatures serve as excellent indicators of water quality because of their tolerance to pollution. The presence and abundance of different species helps us understand water quality and overall watershed health.

Benthic macroinvertebrates can also serve as an excellent indicator for the health of other aquatic organisms, such as fish populations.

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3.0 South Saugeen River

The South Saugeen River sub-watershed covers has a drainage area of 798 km². This sub-watershed is through primarily agricultural land and includes watercourses such as Carrick, Meux, Bell's, and Fairbanks Creeks. The South Saugeen River ultimately flows into the Main Saugeen River, south of Hanover.

There are three samples sites within this sub-watershed (Figure X). These sites are a combination of PWQMN (Q10, and Q14) and SVCA's internal monitoring program (S13).

Precipitation data used for analysis was collected from SVCA's Mount Forest stream gauge station. Precipitation data for 2019 was not included.

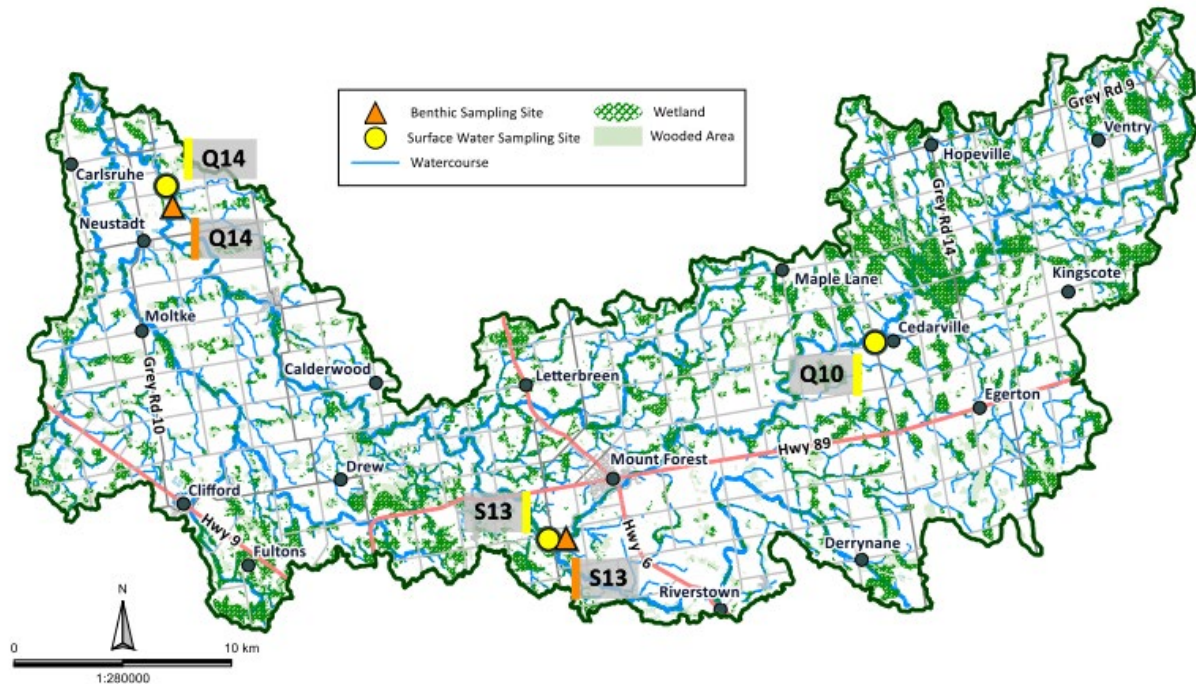


Figure 1: South Saugeen sub watershed map of surface water monitoring sites.

3.1 Results

3.1.1 Surface Water – 2022 Results

In 2022, most parameters within this sub-watershed were below water quality objectives, except for phosphorus (Figure X) and *E. coli* (Figure X). Phosphorus and *E. coli* showed most change during the summer months and exceeded water quality objectives 25% of the time.

There were no exceedances for nitrogen, chloride, and total suspended solids in 2022.

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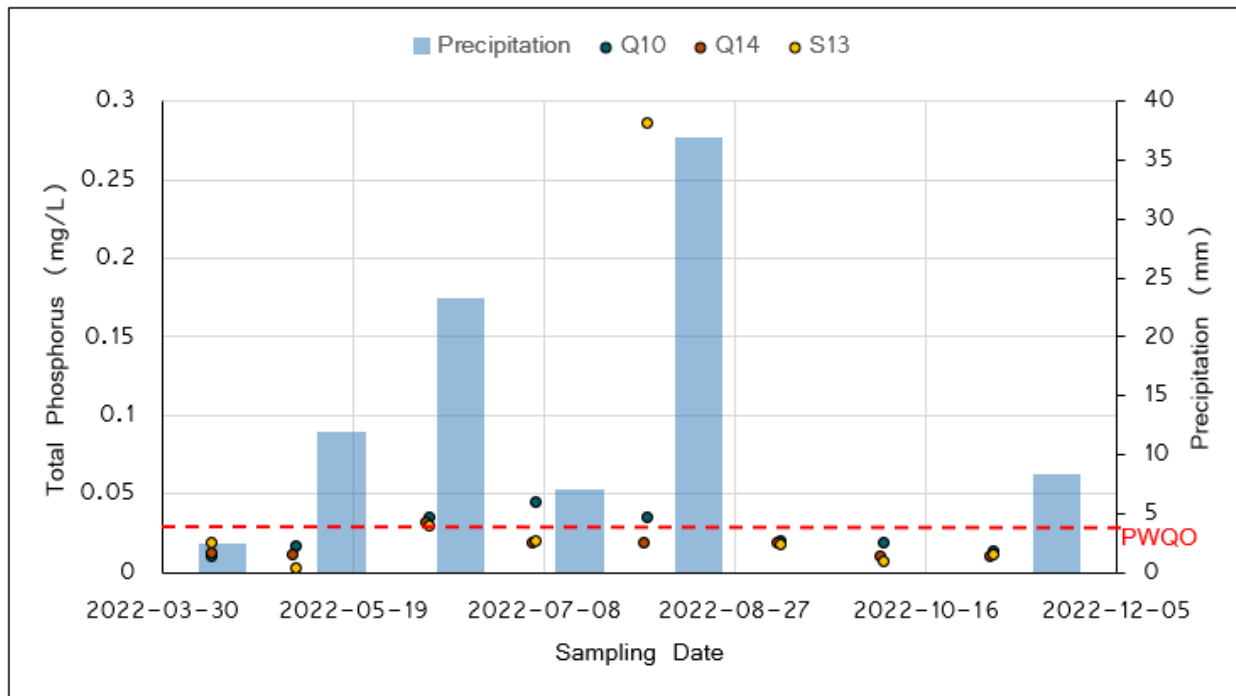


Figure 2: Total phosphorus (mg/L) concentrations for sampling locations within the South Saugeen River sub-watershed in 2022. PWQO= 0.03 mg/L.

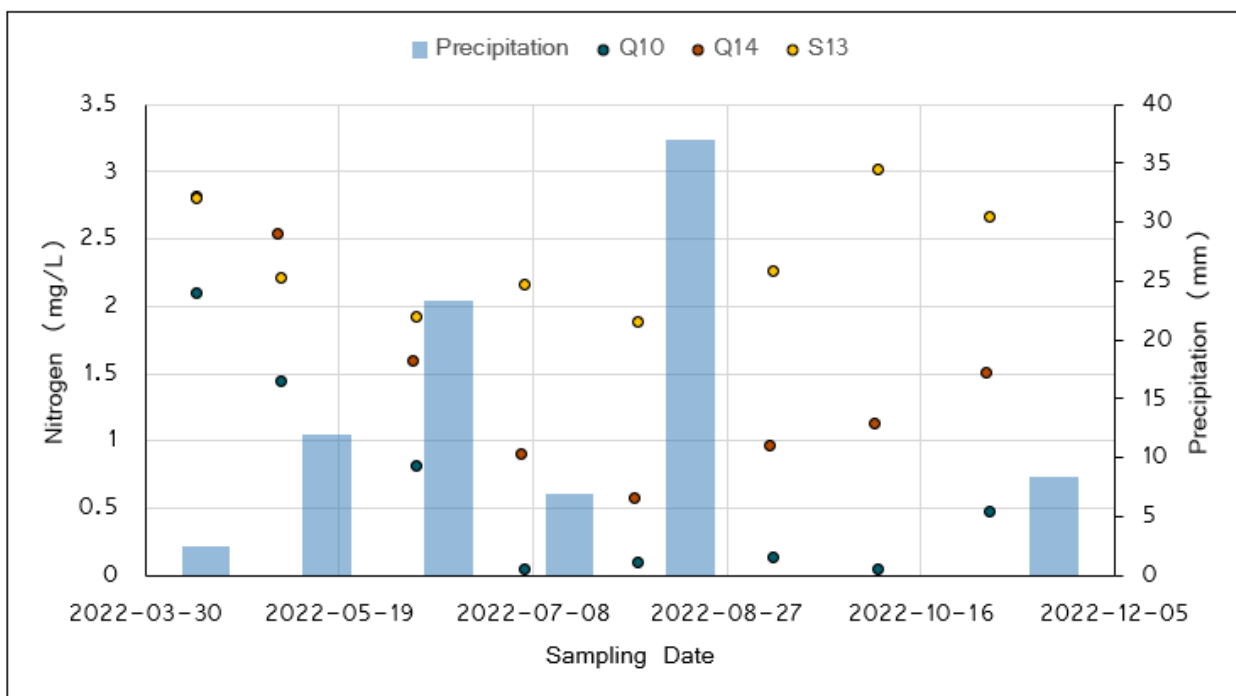


Figure 3: Nitrogen: nitrite- nitrate (mg/L) concentrations for sampling locations within the South Saugeen River sub-watershed in 2022. PWQO= 10 mg/L.

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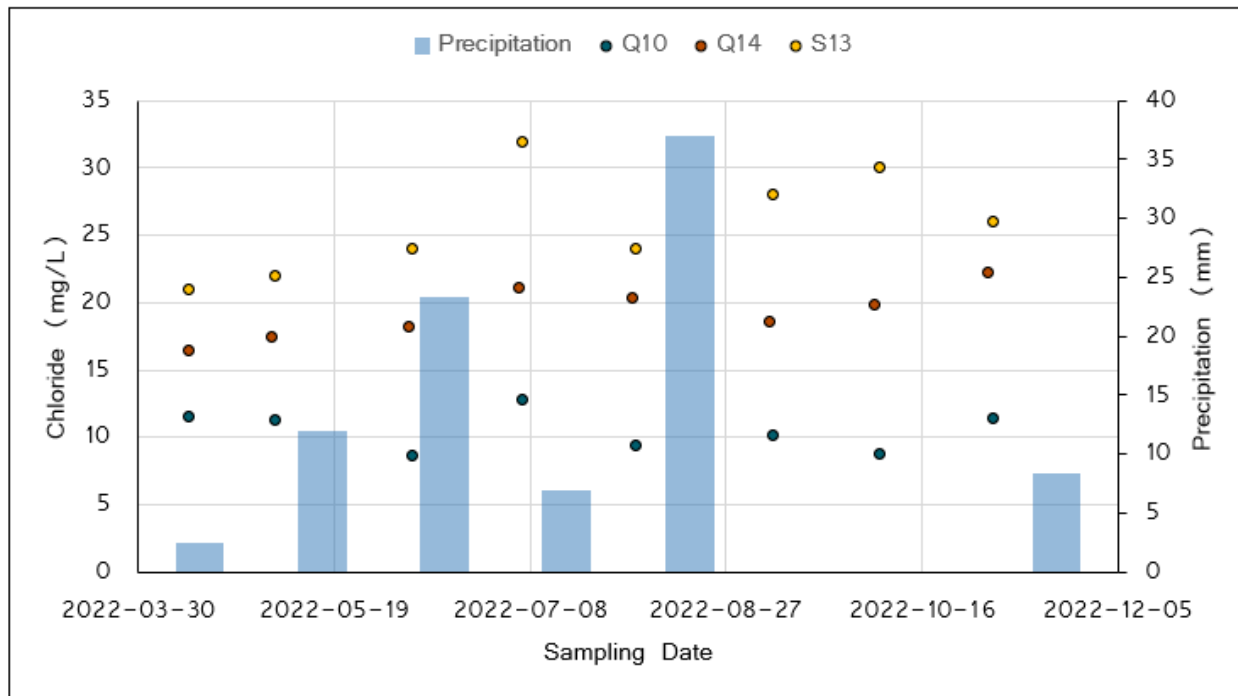


Figure 4: Chloride concentrations (mg/L) for all sampling locations within the South Saugeen River sub-watershed in 2022. CWQG= 120 mg/L.

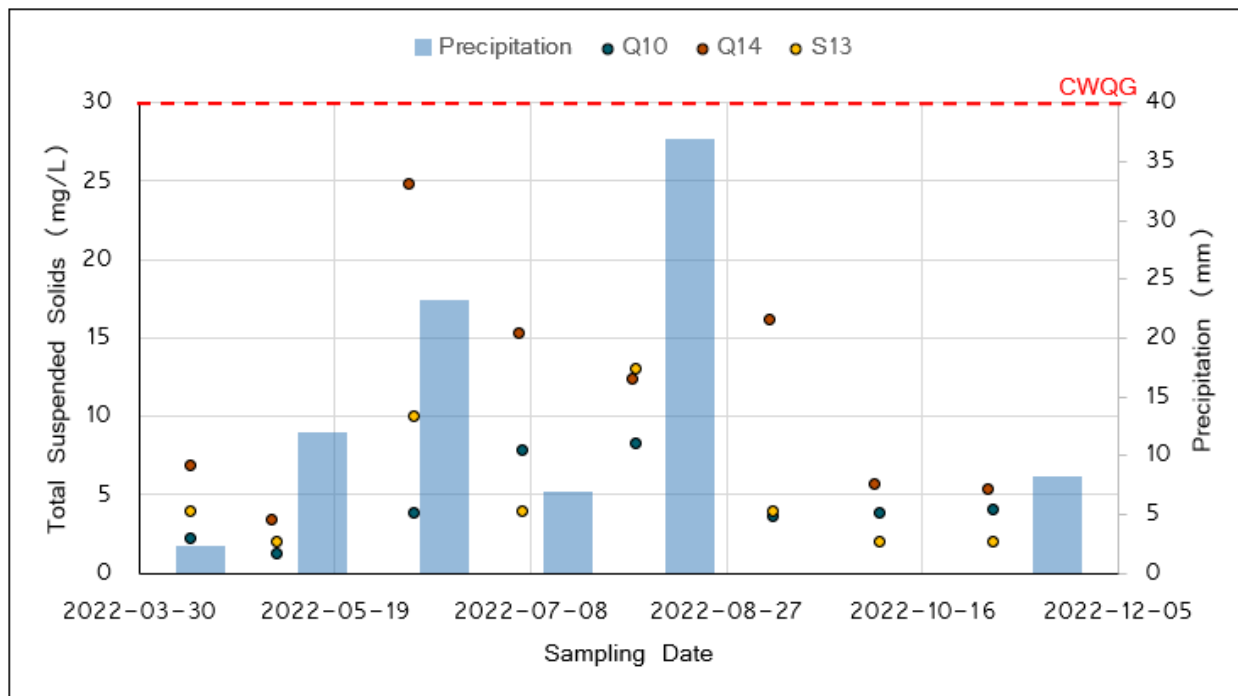


Figure 5: Total suspended solids concentrations (mg/L) for sampling locations within the South Saugeen River sub-watershed in 2022. CWQG = 30 mg/L.

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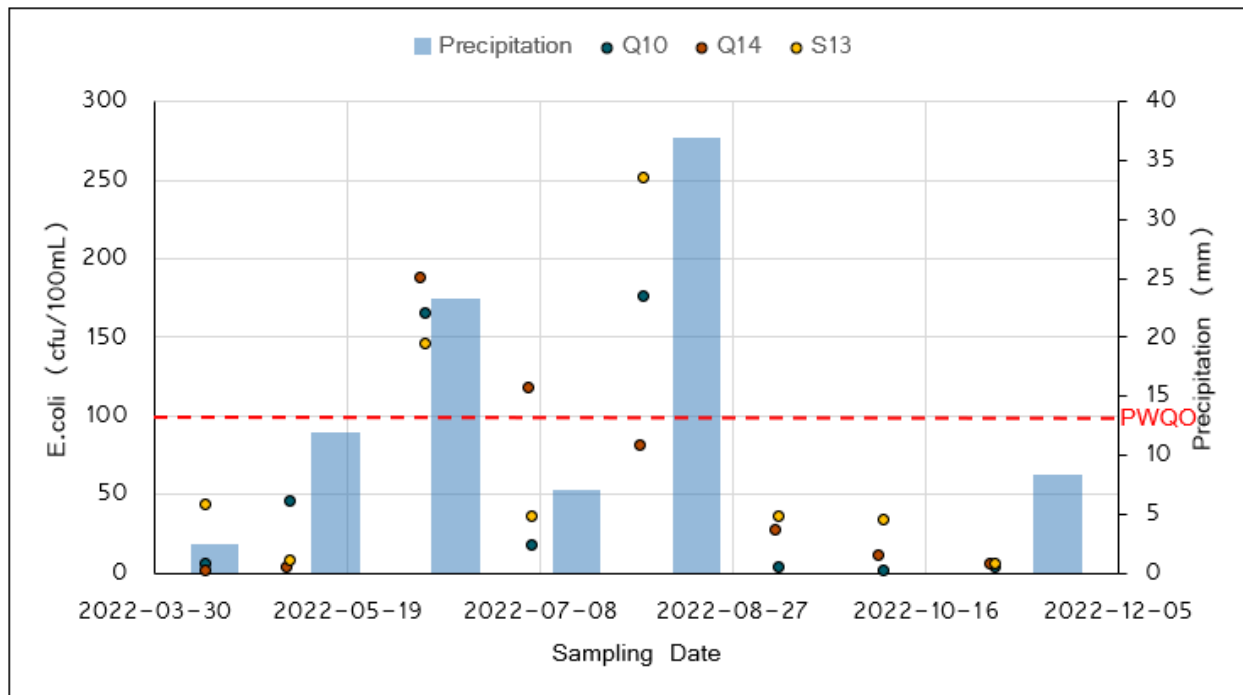


Figure 6: *E. coli* concentrations for sampling locations within the South Saugeen River sub-watershed in 2022. PWQO= 100 cfu/100mL

3.1.2 Surface Water - Long-term Results

Long-term findings within the South Saugeen River sub-watershed are similar to 2022 findings. Most parameters are generally well below water quality objectives, except for *E. coli* with 22% of sample results above. Phosphorus and total suspended solids also recorded a few exceedances (phosphorus – 5% and total suspended solids – 3% of samples)

There were no nitrogen or chloride exceedances between 2002 and 2022.

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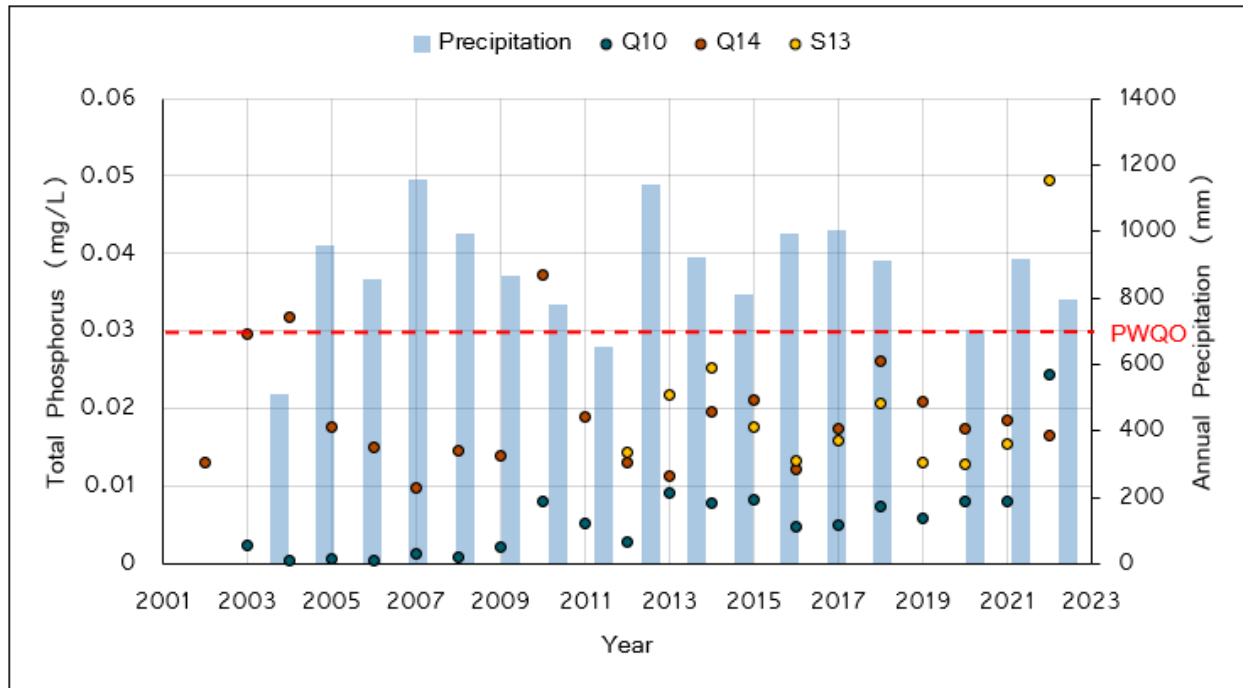


Figure 7.: Annual average phosphorus concentrations (mg/L) for sampling locations within the South Saugeen River sub- watershed from 2002 to 2022. SVCA internal sampling program began at S13 in 2012, no prior data available. PWQO= 0.03 mg/L.

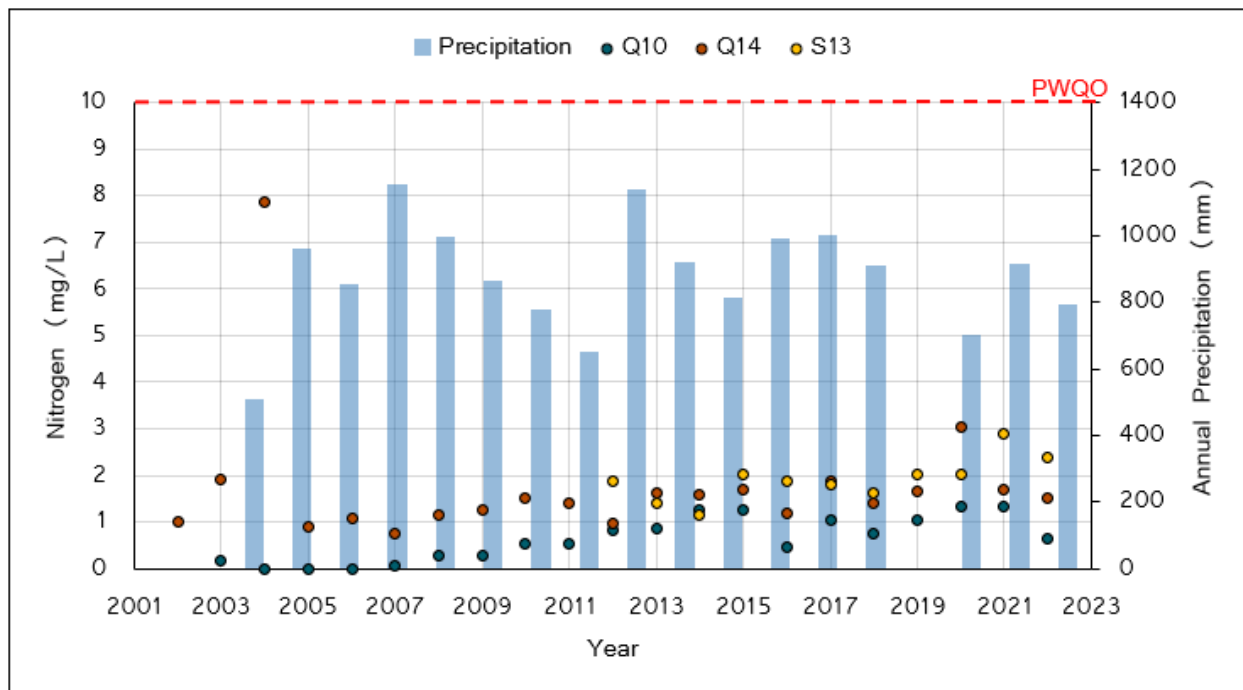


Figure 8: Annual average nitrogen: nitrate-nitrite concentrations (mg/L) for sampling locations within the South Saugeen River sub-watershed from 2002 to 2022. SVCA internal sampling program began at S13 in 2012, no prior data available. PWQO= 10 mg/L.

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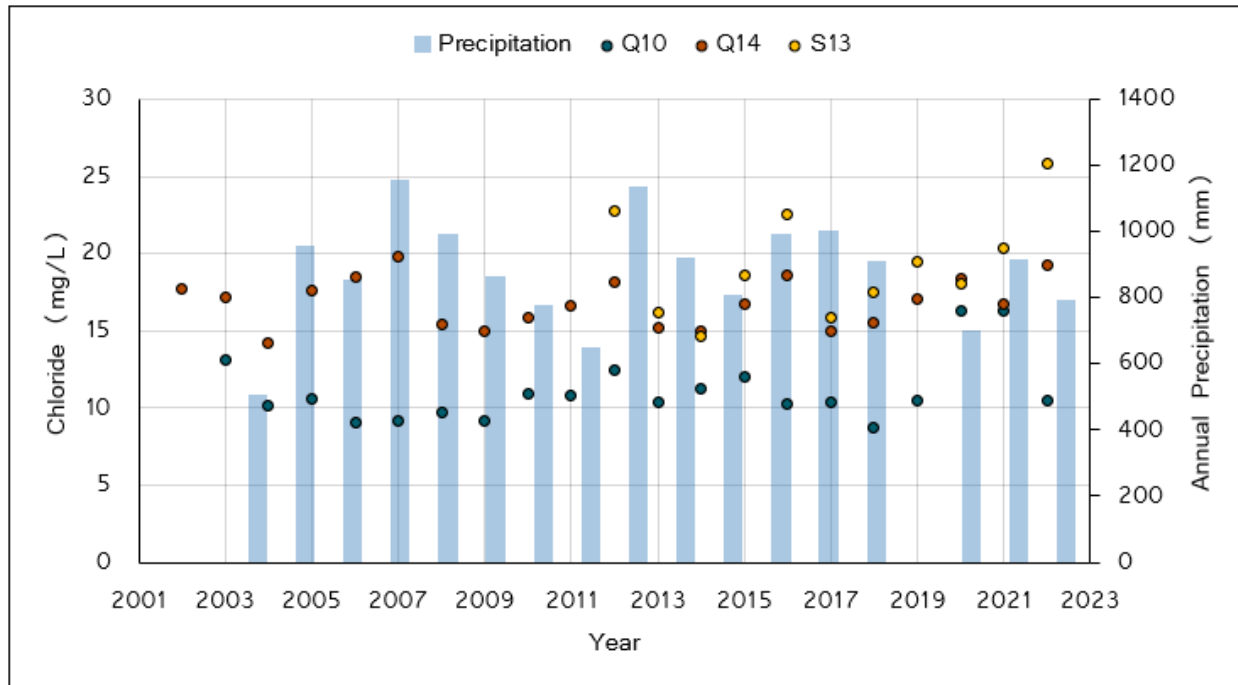


Figure 9: Annual average chloride concentrations (mg/L) for sampling locations within the South Saugeen River sub-watershed from 2002 to 2022. SVCA internal sampling program began at S13 in 2012, no prior data available. CWQG = 120 mg/L.

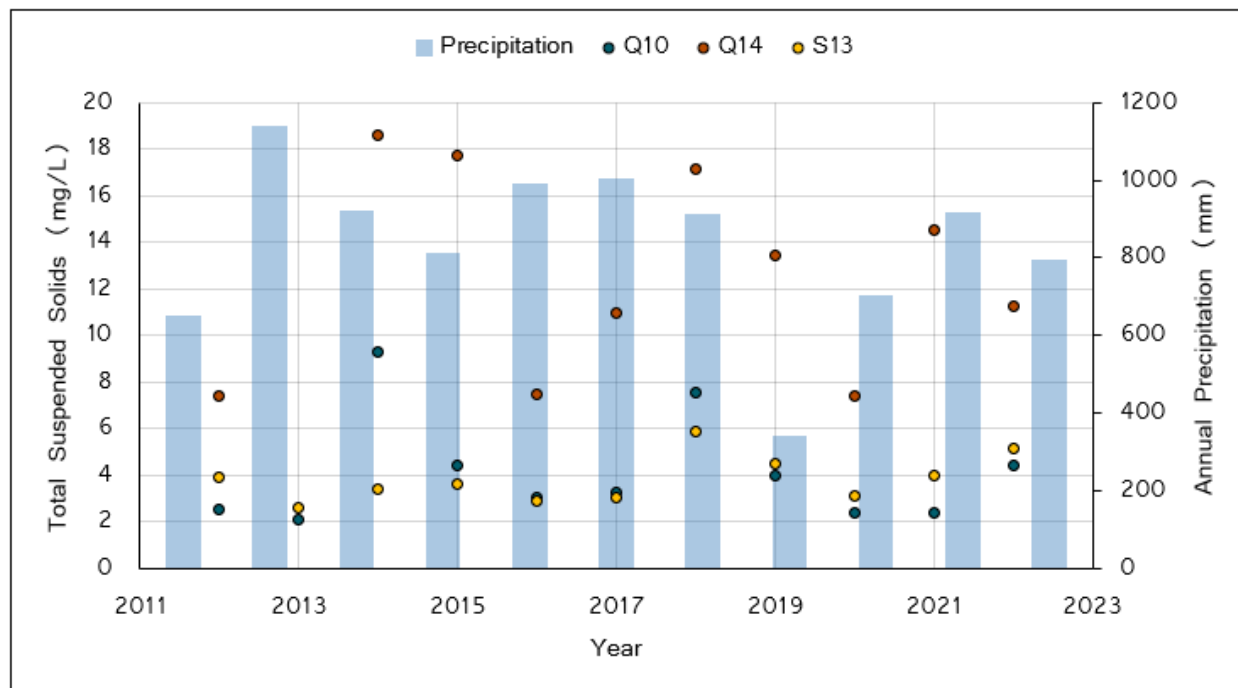


Figure 10: Total suspended solids concentrations (mg/L) for sampling locations within the South Saugeen River sub-watershed from 2002 to 2022. Analysis of TSS began in 2012, no prior data available. CWQG= 30 mg/L.

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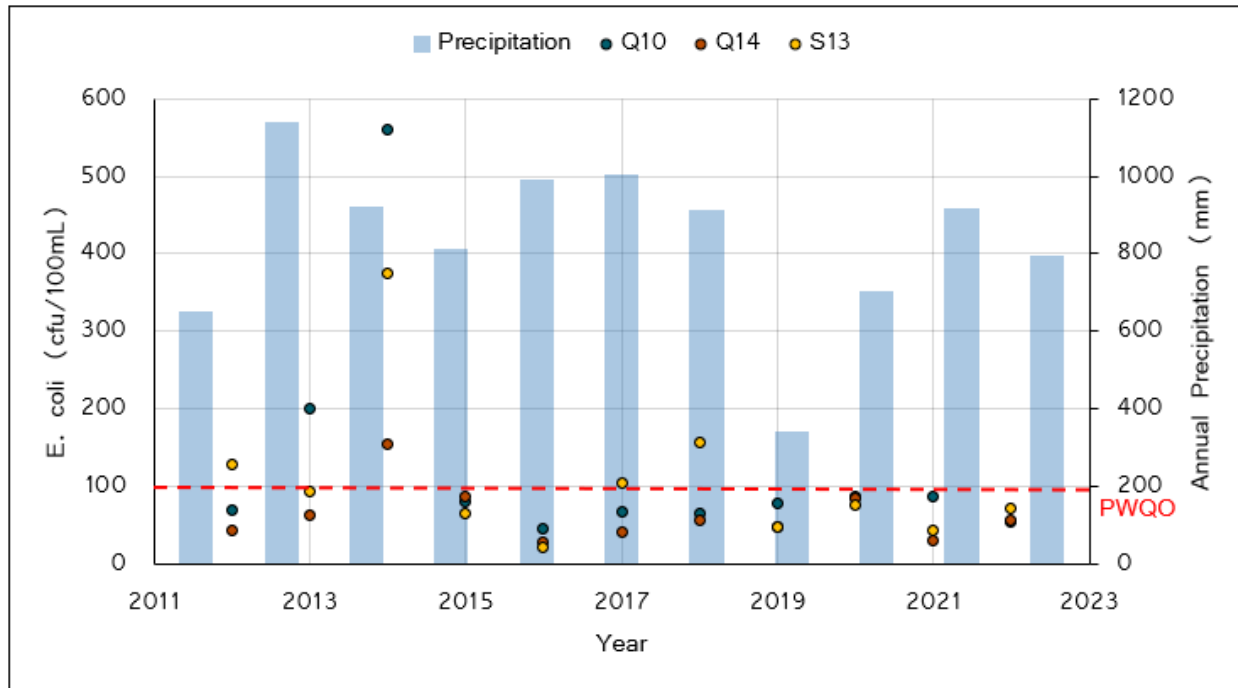


Figure 11: Annual average *E. coli* concentrations for all three sampling locations within the South Saugeen River sub-watershed from 2002 to 2022. No data prior to 2012 available. PWQO = 100 cfu/100mL.

Sample of historical data for one SVCA station:

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Date (mm-dd)	Time (24h)	Temp (°C)	Dissol and Oxygen (mg/L)	Conducti vity (µS/cm)	pH	Escheria Kiaalii (CFM/100 ml)	Total Suspended Solids (mg/L)	pH	Alkalinity Total (mg/L)	Conducti vity (µS/cm)	Nitrogen- Kjeldahl (M)	Chloride (mg/L)	Sulfate (mg/L)	Nitrite (mg/L)	Nitrate (mg/L)	Nitrogen- Nitrate (mg/L)	Phosph orus (mg/L)
08:00:00	11.53	3.61	438	0.23	18	4	0.32	257	583	0.5	3	16	0.06	1.38	1.38	0.018	
08:20:00	5.27	11.38	514	0.32	5	2	0.45	254	526	0.5	0.4	28	0.06	1.46	1.46	0.014	
08:40:00	16.27	12.82	517	0.22	18	2	0.38	258	524	0.5	0.1	23	0.06	1.32	1.32	0.032	
09:00:00	16.35	3.62	528	0.28	42	2	0.43	246	513	0.5	0.4	27	0.06	1.24	1.24	0.026	
09:20:00	28.33	18.44	517	0.42	42	2	0.48	227	519	0.5	3.4	35	0.06	1	1	0.026	
09:40:00	16.43	0.32	531	0.71	24	2	0.37	238	548	0.8	0.3	31	0.06	1.85	1.85	0.023	
09:55:00	18.35	3.43	548	0.25	22	2	0.33	235	542	0.5	3.6	33	0.06	1	1	0.022	
10:10:00	18.24	18.31	532	0.25	16	2	0.35	233	535	0.5	12	31	0.06	1.82	1.82	0.014	
10:20:00	14.34	18.68	476	0.31	18	4	0.32	285	475	0.5	0.7	15	0.03	1.31	1.31	0.013	
10:30:00	13.25	3.24	515	0.47	33	5	0.32	233	581	0.5	3.1	16	0.03	1.31	1.31	0.026	
10:45:00	28.64		513	0.35	64	4	0.44	244	585	0.5	0.7	22	0.03	1.33	1.33	0.024	
10:55:00	15.13	3.74	518	0.43	33	2	0.37	233	535	0.5	0.8	26	0.03	1.33	1.33	0.03	
11:05:00	14.63	0.41	521	0.32	36	3	0.25	233	531	0.7	0.5	24	0.03	1.24	1.24	0.028	
11:20:00	18.43	11.8	588	0.71	38	2	0.35	237	511	0.5	3	22	0.03	1.14	1.14	0.022	
11:35:00	14.34	18.33	518	7.75	183	4	0.38	242	528	0.5	18	22	0.03	1.13	1.13	0.022	
11:40:00	7.43		0.88		147	7	0.44	288	422	0.5	2.4	0.8	0.03	1	1	0.036	
11:55:00	18.75		467	0.67	22	5	0.17	256	588	0.5	3	13	0.03	1.32	1.32	0.024	
12:00:00	16.86	3.66	438	0.21	524	33	0.37	223	457	0.3	3.8	18	0.03	1.13	1.13	0.023	
12:15:00	16.43		0.13		388	3	0.4	252	583	0.5	0.6	17	0.03	0.33	0.33	0.02	
12:30:00	15.13	3.73	531	0.85	72	3	0.43	274	585	0.5	3.3	28	0.03	1.15	1.15	0.021	
12:50:00	0.67	12.85	536	0.27	38	4	0.35	275	536	0.5	3.8	14	0.03	1.81	1.82	0.014	
13:00:00	6.58	12.61	547	0.28	34	2	0.23	284	536	0.5	3.7	18	0.03	1.31	1.31	0.013	
13:12:00	5.18	25.18	487	0.16	2	13	0.34	242	485	0.5	3	17	0.03	1.28	1.28	0.046	
13:25:00	16.31	17.83	528	0.51	113	8	0.48	263	528	0.5	3	22	0.03	1.26	1.26	0.023	
13:40:00	16.78	18	512	0.12	44	8	0.52	257	438	0.5	0.1	18	0.03	0.33	0.33	0.021	
13:54:00	13.21	11.12	528	0.25	46	3	0.5	255	538	0.5	18	32	0.03	1.15	1.15	0.014	
14:05:00	28.84	0.66	534	0.12	153	2	0.44	245	517	0.5	3	34	0.03	1.86	1.86	0.023	
14:25:00	17.42	18.53	548	0.17	41	2	0.38	265	562	0.5	18	37	0.03	1.87	1.87	0.013	
14:38:00	18.3	18.87	554	0.21	58	2	0.45	244	566	0.5	11	38	0.03	1.2	1.2	0.026	
14:55:00	0.33	12.77	525	0.54	28	2	0.32	243	531	0.5	11	28	0.03	0.33	0.33	0.017	
15:16:00	3.14	12.87	453	0.24	3	2	0.3	224	448	0.5	3	12	0.03	1.33	1.33	0.023	
15:30:00	11.14	11.4	515	0.28	4	3	0.35	253	587	0.5	8	18	0.03	1.53	1.53	0.021	
15:44:00	14	3.83	514	0.44	23	3	0.45	248	584	0.5	3	25	0.03	1.37	1.37	0.013	
15:55:00	28.1	3.26	522	0.33	83	2	0.5	233	511	0.5	3	38	0.03	1.24	1.24	0.016	
16:08:00	18.8	18	538	0.43	66	3	0.41	226	518	0.5	3	36	0.03	1.23	1.23	0.013	
16:17:00	16.6	3.23	546	0.31	44	2	0.86	258	561	0.5	18	34	0.04	1.14	1.18	0.032	
16:34:00	14.1	7.62	532	0.11	22	4	0.33	246	544	0.5	11	34	0.06	1.13	1.13	0.044	
16:53:00	5.8	11.74	563	0.38	8	2	0.4	253	526	0.5	18	34	0.03	1.34	1.34	0.023	
17:05:00	11.5	11.63	523		6	2	0.32	233	486	0.5	18	17	0.03	1.43	1.43	0.022	
17:27:00	8.3	11.54	453.1		28	4	0.26	233	428	0.5	8	12	0.03	1.18	1.18	0.025	
17:48:00	13.2	3.45	514	0.35	58	5	0.44	283	588	0.5	3	13	0.03	1.35	1.35	0.018	
18:00:00	17.6	3.1	518	0.42	148	5	0.5	264	452	0.5	18	17	0.03	1.14	1.14	0.022	
18:18:00	17.3	18.68	523	4.81	26	3	0.51	228	448	0.5	3	3	0.03	0.68	0.68	0.027	
18:45:00	12.3	3.28	538	0.34	18	2	0.43	273	523	0.5	18	28	0.03	1.32	1.32	0.025	
19:05:00	14.2	3.87	548	0.34	32	2	0.41	271	534	0.5	18	28	0.03	1.2	1.2	0.024	
19:49:00	3.8	12.72	558	0.28	24	2	0.44	265	543	0.5	11	21	0.03	1.62	1.62	0.023	
					2	2	0.54	246	582	0.5	3	16	0.03	1.54	1.54	0.013	
					2	2	0.33	248	465	0.5	3	13	0.03	1.37	1.37	0.013	
19:58:00	12	3.86	487	0.28	248	18	0.43	247	433	0.5	8	13	0.03	0.33	0.33	0.032	
20:45:00	28.2	3.87	58.5	0.61	72	5	0.42	258	478	0.5	8	28	0.03	1.31	1.31	0.031	
14:23:00	21.5	0.64	587		48	4	0.38	228	458	0.3	3	27	0.03	0.83	1.12	0.033	
14:33:00	28.6	0.53	523		24	4	0.45	258	524	0.5	3	23	0.04	1.11	1.15	0.038	
14:34:00	8.6	18.25	555														
12:58:00	4.8	13.81	443.3	0.43	2	4	0.15	223	458	0.5	3	13	0.03	1.11	1.11	0.023	
14:36:00	15.1	18.52	484	0.64	22	4	0.45	246	473	0.7	3	14	0.03	0.36	0.36	0.015	
14:32:00	16.6	3.73	516	0.65	31	6	0.51	264	517	0.5	3	13	0.03	1.22	1.22	0.016	
11:11:00	28	0.58	521	0.46	62	5	0.27	241	515	1	18	24	0.03	1.18	1.21	0.044	
13:13:00	13.1	0.4	516	0.53	44	3	0.54	245	517	0.5	3	23	0.1	1.1	1.2	0.035	
12:17:00	14.6	3.88	687	0.22	56	2	0.27	261	517	0.5	18	38	0.05	1.12	1.17	0.054	
11:14:00	8.6	18.54	616	0.24	4	2	0.33	255	533	0.5	12	28	0.03	1.85	1.85	0.018	
12:53:00	2.6	13.31	623	0.38	32	3	0.33	254	542	0.5	11	38	0.03	1.51	1.51	0.017	
18:32:00	4.2	13.14	513	0.52	4	2	0.54	218	424	0.5	8	8	0.03	2.12	2.12	0.025	
13:46:00	14.2	18.61	443	0.43	8	2	0.47	233	582	0.5	18	17	0.03	1.13	1.13	0.033	
12:11:00					178	6	0.45	242	586	1	18	22	0.03	1.18	1.18	0.046	
18:04:00	13.3	3.11	518	0.54	58	2	0.42	246	588	0.5	18	23	0.03	0.31	0.31	0.016	
11:16:00	15.6	18.34	515	0.62	48	4	0.5	238	583	0.5	18	31	0.03	0.31	0.31	0.026	
12:43:00	1	1	1	1	28	2	0.45	256	517	0.8	3	27	0.03	0.84	0.84	0.012	
11:25:00	3.6	11.31	533	0.75	18	3	0.5	265	536	0.5	11	23	0.03	1.81	1.81	0.014	
01:24:00	2.2	18.63	535	0.47	34	5	0.46	264	548	0.5	13	21	0.03	1.25	1.25	0.018	
12:54:00	7	11.36	517		2	3	0.42	243	513	0.5	18	18	0.03	1.6	1.6	0.014	
11:03:00	8.4	11.12	581		32	4	0.3	244	581	0.6	18	13	0.03	1.11	1.11	0.022	
12:52:00	15.7	3.68	525	1													
11:43:00	21.5	3.81	524	0.34	86	5	0.48	246	513	0.5	13	31	0.03	1.13	1.13	0.034	
12:87:00	16.8	3.32	346	0.36													
11:43:00	15.3	3.38	512	0.33													
12:88:00	13.8	3.51	525	0.35	112	4	0.47	258	515	0.5	14	13	0.03	1	1	0.03	
12:88:00	6.1	11.85	546	0.58	38	3	0.44	288	521	0.5	13	18	0.03	1.38	1.38	0.013	
14:52:00	8.1	11.82	516	0.47	2	5	0.33	266	523	0.5	14	18	0.03	1.51	1.51	0.014	
12:38:00	8.7	11.38	537	0.43	4	4	0.35	274	538	0.5	12	28	0.03	1.64	1.64	0.012	
12:51:00	13.5	0.33	442	7.37	1288	85	0.28	242	438	0.5	11	16	0.03	1	1	0.025	
12:28:00	16	0.36	525	7.36	148	6	0.38	251	538	0.5	13	27	0.03	1.43	1.43	0.048	
11:38:00	15.8	0.86	523	0.83	52	2	0.44	258	553	0.5	13	32	0.03	1.22	1.22	0.032	
12:36:00	14.7	3.84	538	0.87	38	2	0.3										



August 28, 2023

Trevor Hallam
CAO/Clerk/Treasurer
Municipality of Morris-Turnberry
thallam@morristorynberry.ca

Dear Mr. Hallam:

We are pleased to announce that the governments of Canada and Ontario are investing up to \$1.5 million over two years to help improve the removal, handling, and disposal of deadstock across the province. The Increasing Deadstock Capacity Initiative application intake will be open from September 21, 2023, to February 1, 2024. All approved projects must be completed by February 1, 2025. You can find additional information, including how to apply, on the Agricultural Adaptation Council Website at info@adaptcouncil.org.

This program is being offered through the Sustainable Canadian Agricultural Partnership (Sustainable CAP). The cost-share funding initiative will help address some of the gaps identified in a Livestock Research Innovation Corporation (LRIC) report released this year and will provide opportunities for the deadstock industry to streamline operations and improve accessibility by increasing capacities and establishing new service standards.

Please note that expenses, where applicable, must meet regulatory requirements, including [Ontario Regulation 105/09](#) under the Food Safety and Quality Act, 2001 (FSQA), and [Ontario Regulation 106/09](#) under the Nutrient Management Act, 2002 (NMA), (or any applicable requirements under the Safe Food for Canadians Act for federally registered plants), and be suitable for use. The undertaking of these activities for cost-share funding may still be subject to regulatory approvals.

Our governments are committed to supporting the agri-food sector and rural communities in Ontario.

.../2



We encourage you to take advantage of this funding opportunity and submit an application. Together, we can ensure that Ontario's agricultural communities can continue to operate sustainably and without interruption.

Sincerely,



Lawrence MacAulay
Minister of Agriculture
and Agri-Food



Lisa M. Thompson
Minister of Agriculture, Food
and Rural Affairs

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télééc.: 705 330-4191

File Reference:

612-10

September 6, 2023

To All OPP-policed Municipalities

Re: Distribution of Police Record Check Revenue to Municipalities

In June 2022, the Ontario Provincial Police (OPP) centralized the police record check process by transferring the responsibility for the process from detachment staff to an Online Police Record Check Unit (OPRCU). The centralization of the police record check process eliminates the need for detachment staff to perform duties associated with the police record checks, with the exception of fingerprinting. This OPRCU has been staffed by reinvesting numerous administrative detachment positions from across the province. The change in staffing at OPP detachment locations will be captured in the overall municipal policing cost-recovery in accordance with the terms set out in *Police Services Act*, Ontario Regulation 267/14.

Historically, the revenue generated from detachment staff completing record checks for municipal residents has been credited back to the applicable municipalities. With the reassignment of the police record check workload to the OPRCU, there will be a gradual reduction of the revenue provided to municipalities, except for the revenue for fingerprinting. Fingerprinting remains a detachment responsibility and, therefore, the revenue for conducting fingerprint services at the detachments will continue to be allocated to municipalities. The gradual reduction of police record check revenue (not related to fingerprinting) will be accompanied by the introduction of some cost savings for municipalities resulting from the impact of reinvesting some detachment positions into the OPRCU. This will provide municipalities with an extended period of time to make appropriate adjustments to any impacted financial plans.

OPP-policed municipalities will continue to receive police record check revenue in 2023 and 2024. Commencing in 2025, the revenue will be reduced by 25% per year. In 2028, OPP-policed municipalities will cease to receive police record check revenue associated with police record checks processed by the OPRCU. Municipalities will continue to receive revenue for fingerprinting services provided at the detachment.

The OPP will continue to deliver adequate and effective policing services while focusing on meeting the municipalities' unique policing needs.

Should you have any questions, please email the OPP Municipal Policing Bureau Financial Services Unit at OPP.Financial.Services.Unit@opp.ca.

Respectfully,



Phil Whitton Superintendent
Commander,
Municipal Policing Bureau

cc OPP Deputy Commissioner Chris Harkins
OPP Provincial Commander Mary Silverthorn
A/Inspector Kirsten Buligan, Community Safety Services
OPP Detachment Commanders

Notice of Public Meeting

Concerning a Proposed Amendment to The Huron East Official Plan and a Proposed Zoning By-Law Amendment, both Affecting the Municipality of Huron East, Brussels Ward

Take Notice that the Council of the Corporation of the Municipality of Huron East will hold a public meeting on **Tuesday, October 3rd, at 6 p.m.** in the Huron East Council Chambers to consider a proposed Official Plan Amendment under Section 17 of the Planning Act and a proposed Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended.

Any Person may attend the public meeting and/or make written or verbal representation.

If a person or public body does not make oral submissions at the public meeting or make written submissions to the Municipality of Huron East before the by-law and amendment is passed, the person or public body is not entitled to appeal the decision of the Municipality of Huron East to the Ontario Land Tribunal.

If a person or public body does not make an oral submission at the public meeting or make written submissions to the Municipality of Huron East before the by-law and amendment is passed, the person or public body may not be added as a party to the hearing of an appeal before Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body.

If you wish to be notified of the decision of the Municipality of Huron East on the proposed zoning by-law and official plan amendment, you must make a written request to the Municipality of Huron East, 72 Main Street South, Seaforth, Ontario N0K 1W0.

Persons wishing to participate in the planning process are strongly encouraged to send their comments, questions or concerns via email or telephone to Planner, Shae Stoll at stoll@huroncounty.ca or 1-888-524-8394 ext. 3.

If mailing comments, please address to: Box 610, Seaforth, Ontario N0K 1W0, Attention to Jessica Rudy.

Additional Information relating to the proposed zoning by-law and official plan amendment is available for inspection on the municipal website at www.huroneast.com .

Dated at the Municipality of Huron East this 8th day of September 2023.

Jessica Rudy, Clerk, Municipality of Huron East
72 Main Street S, P.O Box 610, Seaforth ON N0K 1W0
Phone: 519-527-0160 1-888-868-7513 (toll free) Fax: 519-527-2561

Purpose & Effect

The lands subject to both the Official Plan Amendment and Zoning By-law Amendment are described as Plan 192, Lot 109, Brussels Ward in the Municipality of Huron East. The subject property is municipally known as 51 McCutcheon Drive and contains a church.

The purpose of the proposed amendments is to permit a former church to be repurposed as a residential dwelling. The proposed amendment to the Huron East Official Plan changes the designation of the subject lands from “Community Facility” to “Residential”.

The amendment to the Huron East Zoning By-law proposes to amend the zoning of the subject lands from ‘Community Facility (CF)’ to ‘Residential Low Density- Special Zone (R1-45)’. The special zone will recognize the existing setbacks of the building are deemed to comply.

Maps showing the general location of the lands to which this Official Plan and Zoning By-law Amendment apply are shown on Schedule A attached. Schedule B identifies the location of the Official Plan designation amendment while Schedule C identifies the property subject to the proposed zoning amendment.

Schedule "A": Location Map

Municipality of Huron East
Location Map

Village of Brussels

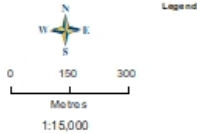


Area to which this Zoning & Official Plan Amendment applies

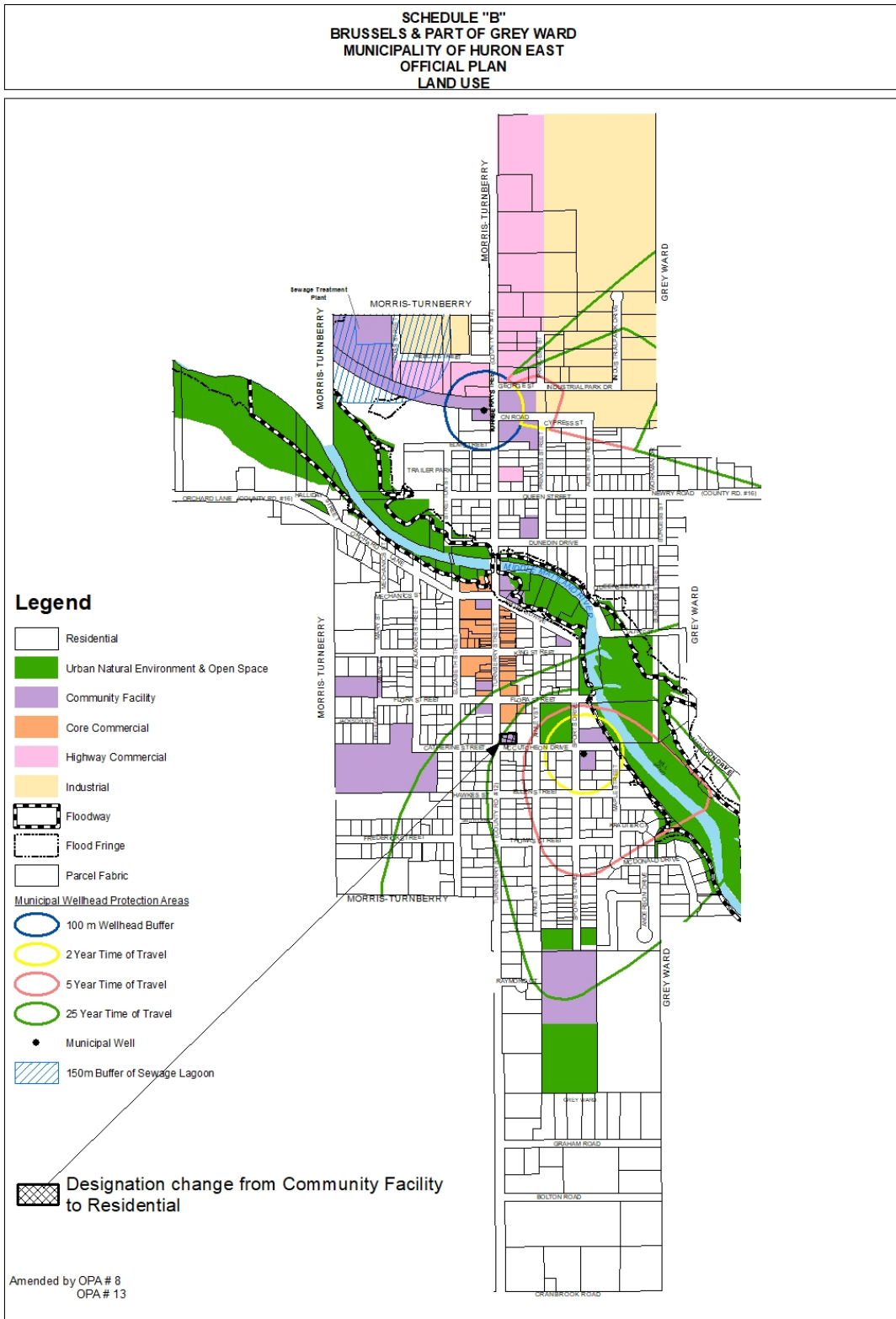


Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F. Orthoimagery flown in 2020. This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation. Copyright © King's Printer 2023.

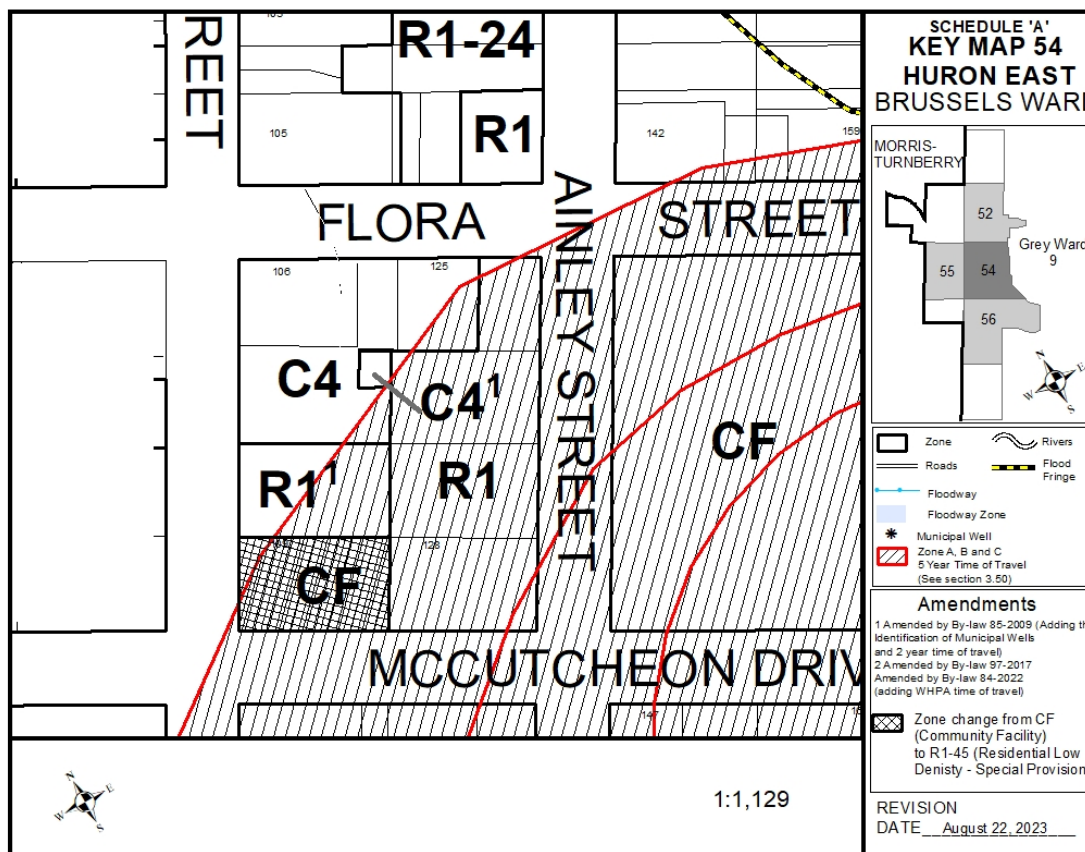
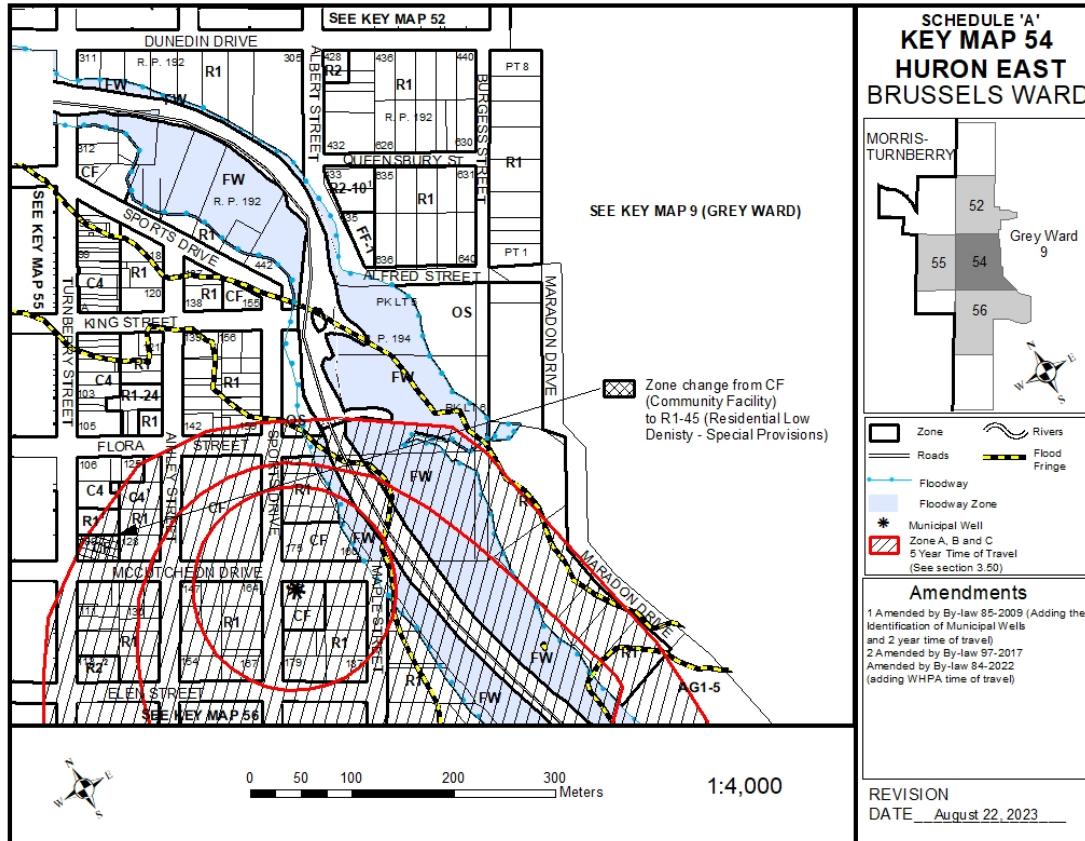
Last Modified 8/22/2023



Schedule "B": Location of Official Plan Amendment



Schedule "C": Location of Zoning By-law Amendment





The Corporation of The Municipality of Huron East

Notice of Public Hearing

PURSUANT TO SECTION 45 OF *THE PLANNING ACT*, R.S.O. 1990

Minor Variance Application File# MV08-2023

Location: 42663 Graham Road
Plan 200, Part Park lot 14 Registered Plan; 22R5288 Part 4, Brussels
Ward, Municipality of Huron East

Owner/ Applicant: Dave McClory

Roll Number: 4040 420 011 00139

Take Notice that the Municipality of Huron East Committee of Adjustment will hold a public hearing on: **Tuesday, October 3, 2023 at 6:00 p.m.** to consider a proposed minor variance under Section 45 of the Planning Act (RSO 1990), as described below and shown on the attached map.

Be Advised the Municipality of Huron East considered this application complete on August 11, 2023.

Purpose and Effect:

The purpose of this application is to seek relief from Zoning By-law 52-2006 for the Municipality of Huron East to permit an accessory building which will exceed the maximum permitted building height. The accessory building will be used for personal storage, including the storage of a motor home. The Minor Variance would permit an increase in the maximum building height from 5 metres to 6 metres.

The property subject to this variance is zoned Residential Low Density (R1) on Key Map 58 of the Huron East Zoning By-law and designated Residential in the Huron East Official Plan.

Proposed Minor Variance:

One minor variance is being requested for this development:

- Increase in the maximum building height for an accessory shed from 5m to 6m on the subject property.

Maps showing the location of the lands to which this proposed minor variance applies are attached.

Existing Zoning By-Law Provisions:

APPLICANT: Dave McClory

MINOR VARIANCE FILE MV08-2023

ROLL NUMBER: 4040 420 011 00139

Section 3.2.3 of the Huron East Zoning By-law states that the maximum height for an accessory building in Settlement Areas shall be as follows: 3.2.3.1. All residential zones, 5 metres.

Public Hearing – you are entitled to attend this public hearing to express your views about this application or you may be represented by counsel for that purpose. If you are aware of any person interested in or affected by this application who has not received a copy of this notice, you are requested to inform that person of this hearing. If you wish to make written comments on this application, they may be forwarded to the secretary-treasurer of the committee at the address shown below.

Please note that comments and opinions submitted on these matters, including the originator's name and address, become part of the public record and may be viewed by the general public and may be published in a Planning Report, Council Agenda or Council Minutes.

Failure To Attend – If you do not participate in the hearing, it may proceed in your absence and, except as otherwise provided in the Planning Act, you will not be entitled to any further notice in the proceedings.

Notice Of Decision – If you wish to be notified of the decision of the Committee of Adjustment in respect of this application, you must submit a written request to Jessica Rudy at the address listed below.

Additional Information relating to the proposed minor variance is available for inspection on the municipal website at www.huroneast.com.

Participation Information

Persons wishing to participate in the planning process are encouraged to send comments, questions or concerns via email, or telephone to Shae Stoll, Planner (sstoll@huroncounty.ca) (1-888-524-8394 ext. 3). Written comments submitted prior to September 13th will be included with the materials Council receives in consideration of the application.

Mail comments to: Huron East, PO Box 610, Seaforth, ON N0K 1W0, Attention Jessica Rudy.

To register for the meeting, please contact Clerk Jessica Rudy at clerk@huroneast.com or by calling 519-527-0160 ext. 37 by noon the day of the meeting.

Dated at the Municipality of Huron East this 8th day of September 2023

Jessica Rudy, Clerk, Municipality of Huron East

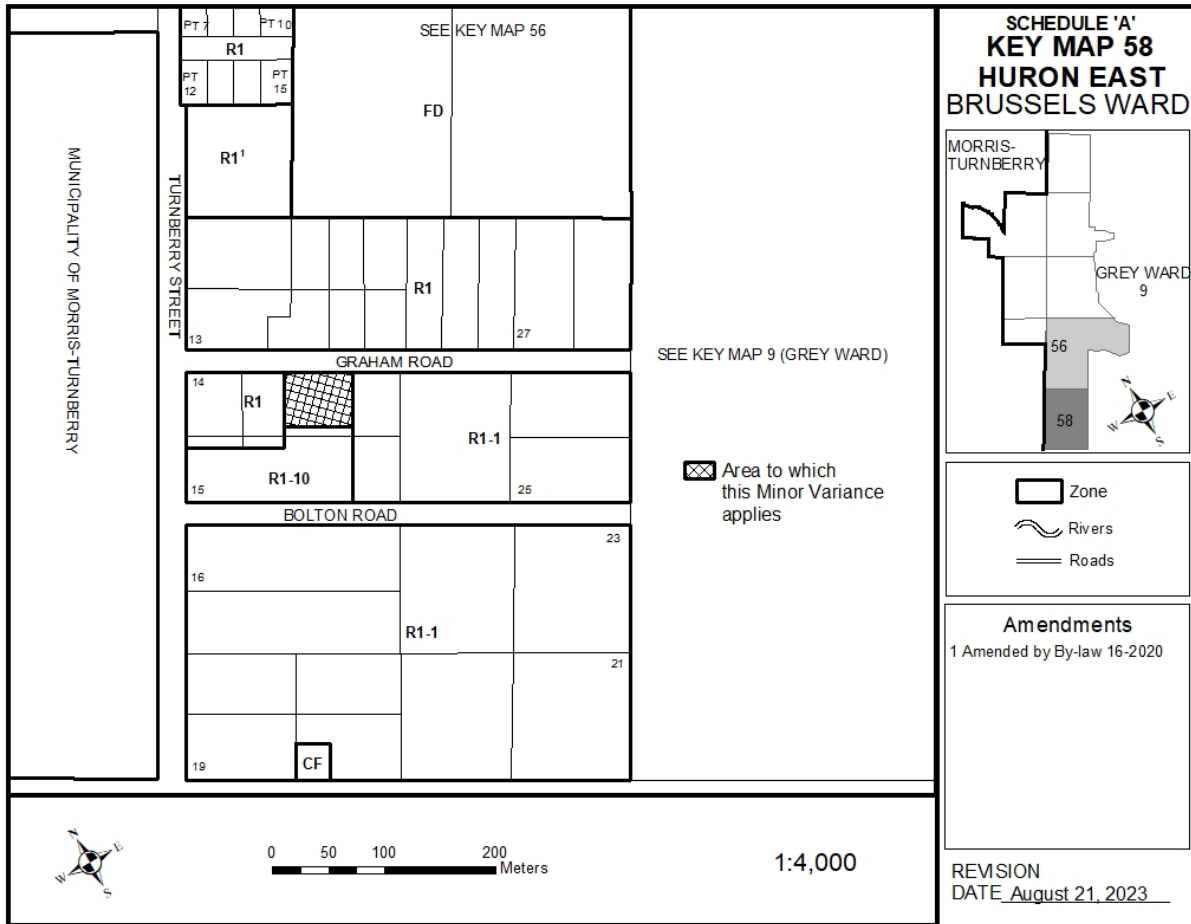
72 Main Street South, PO Box 610, Seaforth, Ontario N0K 1W0

Phone: 519-527-0160 or Toll Free 1-888-868-7513

Location of the Minor Variance Application

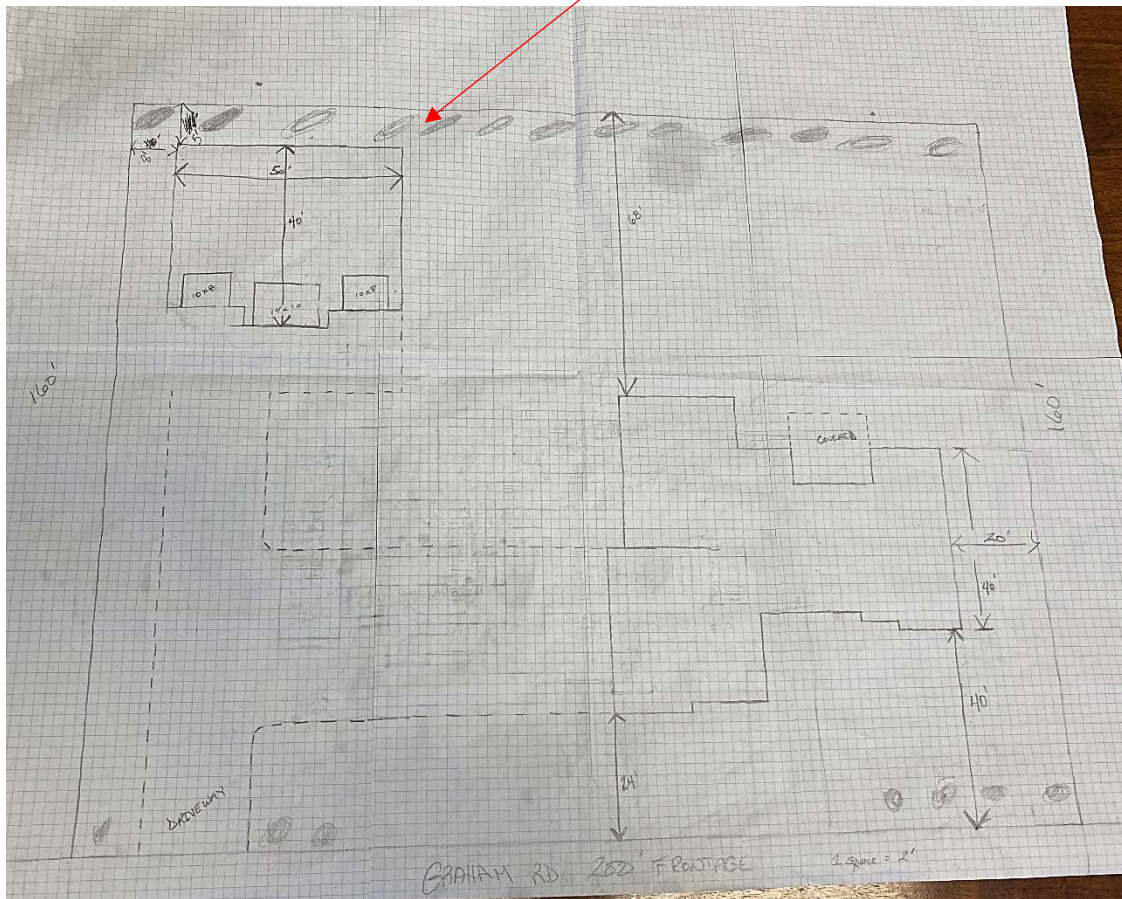


Detailed location map of the subject property



Appendix
Sketch Submitted by Applicant

Location of Proposed Accessory Building



Belgrave Summary (with SCADA Data)

August, 2023

WELL FLOW

	<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max: 3.81	108.34
	Average: 3.55	76.31
	Total: 2,365.59	

TREATED FLOW - Discharge

	Max: 122.16	m3
	Average: 93.71	m3
	Total: 2,904.89	m3

Jane

	Max: 1.45	169.28
	Average: 1.35	23.99
	Total: 743.78	

SCADA On-Line Analyzer

CL2 Residual (free):

Max:	1.61	mg/L
Min:	1.30	mg/L
Average:	1.45	mg/L

Combined:

	Min:	75.90
	Max:	234.48
	Average:	100.30
	Total: 3,109.37	

TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
Max:	0.22	0.27	NTU
Min:	0.22	0.27	NTU
Average:	0.22	0.27	NTU
# Grab Samples:	1	1	

Treated Water Grab Residuals:

CL2 Residual (free):

Max:	1.54	mg/L
Min:	1.30	mg/L
Average:	1.42	mg/L
# Grab Samples:	18	

CHEMICAL USE

Chlorine:		<u>Pump # 1</u>	<u>Pump # 2</u>
Total	Litres	0.00	85.91
Total	kg	0.00	5.59
Average, mg/L	Dosage	0.00	6.63

CHLORINATION ON DISTRIBUTION SYSTEM

Humphrey On-Line Analyzer:

CL2 Residual (free)

Max:	1.43	mg/L
Min:	1.28	mg/L
Average:	1.18	mg/L

Potassium Permanganate:

Total	Litres	143.19	48.47
Total	kg	2.86	0.97
Average, mg/L	Dosage	1.33	1.16

Distribution Grab Residuals:

CL2 Residual (free)

Max:	1.30	mg/L
Min:	0.18	mg/L
Average:	1.13	mg/L
# Grab Samples:	18	

BACTERIOLOGICAL TESTING

Treated Water to Distribution

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

Heterotrophic Plate Counts

Tests Done:	5
Counts >500/mL:	0

Distribution Water

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

Heterotrophic Plate Counts

Tests Done:	5
Counts >500/mL:	0

Operators that operated the system:

Gary Nicholson	Water Treatment - Class 2	July 31, 2025
Ryan Mackay	Water Treatment - Class 1	May 31, 2024
Jeff Johnston	Water Treatment - Class 2	April 30, 2024

Jane Raw Water

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

McCrea Raw Water

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



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 49 -2023

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 Fire Marque Inc.

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

AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement between the Municipality of Morris-Turnberry and Fire Marque Incorporated.

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

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

Read a FIRST and SECOND time this 19th day of September 2023.

Read a THIRD time and FINALLY PASSED this 19th day of September 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "Agreement") made the ____ day of _____, 2023.

BETWEEN:

FIRE MARQUE INC.
(herein after referred to as the "Agent")

- and -

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

WHEREAS the Fire Department attends, when required, at Incident Sites to provide emergency services;

AND WHEREAS the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

AND WHEREAS the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

AND WHEREAS the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. DEFINITIONS

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

"**Fire Department**" means a group of firefighters authorized to provide fire protection services by the Municipality;

"**Incident Reports**" are the property statistical fire reports;

"**Incident Sites**" is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

"**Indemnification Technology®**" is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

"**Indemnitees**" means the Agent, its directors, partners, officers, agents, and employees;

"**Initial Term**" is the period commencing from the date of first written above and continuing thereafter for a period of five years;

"**Insurance Policies**" means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

"**Intellectual Property**" is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

"**Losses**" means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

"**Party**" or "**Parties**" is the Agent and the Municipality;

"**Municipality**" is the Corporation of the Municipality of Morris-Turnberry;

"**Renewal Term**" is a renewal term of 3 years;

"**Term**" is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

"**Termination Date**" is the date this Agreement terminates in accordance with Section 14; and,

"**Third Party Fire Departments**" is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.

2. **TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

3. **APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

4. **AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

5. MUNICIPALITY'S OBLIGATIONS

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
 - (i) the purchase of equipment for the Fire Department
 - (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
 - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

6. AGENCY FEE

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

7. TAXES

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

8. INTELLECTUAL PROPERTY

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and confidential procedures for recovering funds for Fire Departments and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

9. AUDIT

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

10. UNRECOVERABLE EXPENSES

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

11. INCIDENTS ATTENDED TO BY OTHERS

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

12. LIMIT ON LIABILITY

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

13. INSURANCE & IDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than five million dollars (\$5,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).

- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

14. TERMINATION

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

The Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310
Brussels, ON
N0G 1H0
Phone: 519-887-6137
Fax: 519-887-6424

Attention: CAO

If to the Agent:

Fire Marque Inc.
P.O. Box 2018, Thornton, ON L0L 2N0
Phone: 1-855-424-5991 or 705-424-5991
Fax: 705-424-5702

Attention: Ted K. Woods

16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;
- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

18. GOVERNING LAW

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

19. WAIVER

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

20. ENTIRE AGREEMENT

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

21. AMENDMENTS

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

22. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

23. ENUREMENT

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

24. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

25. LEGAL RELATIONSHIP

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

27. LAWS

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

28. CONFIDENTIALITY

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

29. CONFLICT OF INTEREST

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

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

By: _____
Name:
Title:

By: _____
Name:
Title:

FIRE MARQUE INC.

By: _____
Name:
Title:

By: _____
Name:
Title:



THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 49-2023

Being a By-Law to authorize cost recovery (fees) with respect to fire department specific response.

WHEREAS pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Council of the Council of the Corporation of the Municipality of Morris-Turnberry deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

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

1. In this By-Law:

- a. “Council” means Council of the Municipality;
- b. “Fire Department” means a fire department established by the Municipality, or providing service to the Municipality through an agreement, in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time;
- c. “Fire Department Specific Response Fees” means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;
- d. “Indemnification Technology®” shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;
- e. “Municipality” means the Corporation of the Municipality of Morris-Turnberry;
- f. “Owner” means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
- g. “Property” means any real property located within the geographical boundaries of the Municipality, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided;

2. The Municipality hereby authorizes the imposition of fees from time to time in accordance with the provisions of this By-Law.
3. The Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this By-Law in accordance with the Schedule of Fees, attached hereto and forming part of this By-Law.
4. The Municipality may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
5. Fees imposed pursuant to this By-Law constitute a debt of the Owner to the Municipality and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate.
6. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.
7. In this By-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.
8. If any term or provision of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council that each term and provision of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

Read a FIRST and SECOND time this 19th day of September 2023

Read a THIRD time and FINALLY PASSED this 19th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

SCHEDULE OF FEES

1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. **Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. other costs including but not limited to; Foam, Metered Water, Air Tank Re-filling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops

*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 50 -2023

Being a by-law to appoint an Auditor for the Municipality of Morris-Turnberry.

WHEREAS by Section 296(1) of *The Municipal Act, 2001*, S.O. 2001, c.25, states:
A municipality shall appoint an auditor licensed under the *Public Accounting Act, 2004* who is responsible for,

- a) annually auditing the accounts and transaction of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
- b) performing duties required by the municipality or local board.

AND WHEREAS, the Council of the Municipality of Morris-Turnberry has accepted a quote submitted by the firm Seebach & Company of Clinton, Ontario by motion on September 5th 2023;

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

1. That the firm Seebach & Company of Clinton, Ontario, is hereby appointed as auditor for the Municipality of Morris-Turnberry, for the year 2023 and 2024;
2. That all previous by-laws pertaining to the appointment of an auditor, are hereby repealed;
3. That 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 19th day of September 2023

Read a THIRD time and FINALLY PASSED this 19th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 51-2023

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 19, 2023.

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 19th, 2023, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 19th day of September 2023, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 19th day of September 2023

Read a THIRD time and FINALLY PASSED this 19th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam