



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, October 18th, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 18th day of October 2022, at 7:30 pm.

1.0 CALL TO ORDER

Disclosure of recording equipment.

2.0 ADOPTION OF AGENDA

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of October 18th, 2022, as circulated.

~

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

4.0 MINUTES

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the October 4th, 2022, Council Meeting Minutes as written.

~

5.0 ACCOUNTS

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the October 18th accounts in the amount of \$229,102.95.

~

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 COMMITTEE OF ADJUSTMENT

Application MV05/22 (Joe Kerr Ltd. c/o Chris Hogervorst)
Concession 1, Part Lot 7, Morris (40389 Amberley Road)

*Moved by ~
Seconded by ~*

THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV05-2022, submitted by Chris Hogervorst for Joe Kerr Ltd.

~

COMMITTEE OF ADJUSTMENT MEETING

6.2.1 Call to Order

6.2.2 Declaration of Pecuniary Interest

6.2.3 Purpose

The purpose of this application is to recognize the increased height of an accessory building to accommodate indoor storage.

6.2.4 Application Process

An application for a Minor Variance was submitted by Chris Hogervorst and considered complete on September 28th, 2022.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on September 28th, 2022, and notice was posted on the subject property.

A report has been prepared by Huron County Planner Meghan Tydd-Hrynyk regarding this application.

6.2.5 Comments

1. Planner's Report
2. Council's Questions and/or Comments
3. Applicant and/or Agent
4. Others

6.2.6 Recommendation

It is recommended that application MV05-2021 be approved with the following conditions:

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

6.2.7 Committee of Adjustment Decision

*Moved by ~
Seconded by ~*

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV05-2022, submitted by Chris Hogervorst for Joe Kerr Ltd., subject to the following conditions:

1. *The structure be located within the footprint contained on the sketch that accompanied the application;*

2. *The variance approval is valid for a period of 18 months from the date of Council's decision.*

~

6.2.8 Close Committee of Adjustment

*Moved by ~
Seconded by ~*

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

~

7.0 **STAFF REPORTS**

7.1 None.

8.0 **BUSINESS**

8.1 ASSET MANAGEMENT PLAN PROJECT AGREEMENT

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

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 43-2022, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and PSD Citywide Inc. for the preparation of an Asset Management Plan, and that it now be read severally a first, second, and third time, and finally passed this 4th day of October 2022.

~

8.2 DRAFT SUBDIVISION AGREEMENT – RURAL MANAGEMENT INC.

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 directs staff to return the draft Subdivision Agreement between the Municipality and Rural Management Inc. to the next meeting of Council for execution under by-law.

~

9.0 **COUNCIL REPORTS**

- Sharen Zinn
- Jamie McCallum
- Kevin Freiburger
- Jamie Heffer

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 OPP Annual Billing 2023
- 10.2 Resolution – Cannabis Regulation – Huron County
- 10.3 Resolution – Streamlining Legislation for Physicians – Huron Shores
- 10.4 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

- 13.1 Enter closed session

*Moved by ~
Seconded by ~*

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

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

~

- 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 # 44-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on October 18th, 2022, and that it now be read severally a first, second, and third time, and finally passed this 18th day of October 2022.

~

15.0 ADJOURNMENT

*Moved by ~
Seconded by ~*

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

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, November 1st, 2022, 7:30 pm

Inaugural Meeting of Council – Tuesday, November 15th, 2022, **10:00 am**



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, October 4th, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 4th day of October 2022, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Sharen Zinn Participated electronically
Kevin Freiburger
Jamie McCallum

Staff in Attendance

Trevor Hallam CAO/Clerk
Meghan Tydd-Hrynyk Huron County Planner

Others in Attendance

Joe Reinhardt Applicant, C79-2022, Z03-2022
Frank Sanders Applicant, MV04-2022
John Sanders
Mike Wilson Wingham Advance Times
Denny Scott The Blyth Citizen

1.0 CALL TO ORDER

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

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

Mayor Heffer also noted that Deputy Mayor Sharen Zinn would be participating in the meeting electronically as permitted by the Municipality's procedure by-law, and as a result he will be conducting votes by roll call.

2.0 ADOPTION OF AGENDA

Mayor Heffer announced that notice of a public meeting to consider housekeeping amendments to the municipality's Zoning By-Law and Official Plan at this this meeting had been circulated. He notified those in attendance that the public meeting will be postponed to the November 1st meeting of Council.

Motion 213-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby
adopts the agenda for the meeting of October 4th, 2022, as
circulated.*

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 **MINUTES**

Motion 214-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the September 20th, 2022, Council Meeting Minutes as written.

Carried.

5.0 **ACCOUNTS**

Motion 215-2022

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the October 4th accounts in the amount of \$168,558.11.

Carried.

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 CONSENT APPLICATION C79-2022 REINHARDT

A report was presented by Huron County Planner Meghan Tydd-Hrynyk in this regard.

Councillor McCallum asked would the applicant would have to do in order to have the application approved. Ms. Tydd-Hrynyk explained that the nitrate study supported the creation of two lots from the one existing one, so that would be supported. The applicants request for three lots is not supported.

Councillor McCallum asked the applicant if he would be amenable to two lots. Mr. Reinhard expressed disappointment as he had initially planned to create four lots. He noted that he hadn't wanted the commercial lot to be as large as is proposed but was told it had to be. Ms. Tydd-Hrynyk explained that the commercial lot is still deficient with regard to size, but was expanded from what was originally proposed to reduce the deficiency. She noted that if the proposal was for two lots, it would not be recommended for denial. She expanded by saying that regardless of the proposed use, only two lots are supportable here.

Mayor Heffer clarified that Council is considering the severance application first then zoning, and while they are separate applications the zoning proposal should be kept in mind. He asked Ms. Tydd-Hrynyk if there had been an opportunity to discuss the option of two lots with the applicant. Ms. Tydd-Hrynyk confirmed that the options that are supportable were reviewed with the applicant, but this proposal remained the applicant's preference.

Deputy Mayor Zinn inquired what the difference is between this property and the one in Belmore that had recently been the subject of a a panning application. Ms. Tydd-Hrynyk explained that this proposal is being sized based on the use of conventional septic systems, and that in Belmore the subject property consisted of undersized lots being consolidated where this is the creation of new lots.

Motion 216-2022

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby defers the consideration of severance application C79/22 until such time as the applicant and staff have an opportunity to discuss an alternate proposal for two lots.

Carried.

6.2 ZONING BY-LAW AMENDMENT PUBLIC MEETING

Application MTu Z03-2022 Reinhardt
Plan 410 Lots 149 to 151 Pt; Lane and RP 22R6317 Part 1
353 Turnberry Street, Wingham

Motion 217-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby
Adjourns their regular meeting of Council and opens a Public
Meeting to consider Zoning By-Law Amendment MTu Z03-2022.*

Carried.

PUBLIC MEETING – ZONING BY-LAW AMENDMENT

6.2.1 Call to Order

Mayor Heffer called the public meeting to order at 7:53 pm.

6.2.2 Declaration of Pecuniary Interest

None declared.

6.2.3 Requirement

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

6.2.4 MTu Z03-2022 Reinhardt

Council was provided with a report prepared by Huron County Planner, Meghan Tydd-Hrynyk regarding the Zoning By-Law Amendment application submitted by Joe Reinhardt.

6.2.5 Purpose

This application proposes to amend the zoning on two proposed lots from Severance Application C79-2022 - 353 Turnberry Street (Plan 410 Lots 149 to 151 Pt; Lane and RP 22R6317 Part 1) in the Municipality of Morris-Turnberry. The proposed zoning on the lot described as “Severed 2” on the map below would be rezoned from Village Residential – Low Density (VR1) to Village Residential – Medium Density (VR2) to allow for a four unit residential building. The proposed zoning on the lot described as “Retained 1” would be rezoned from Residential – Low Density (VR1) to Village Industrial (VM1) to allow for a commercial storage warehouse building. The subject property is approximately 1.73 acres with “Severed 2” being 0.70 acres and “Retained 1” being 0.33 acres.

6.2.6 Application Process

An application was submitted by Joe Reinhardt and was considered complete on August 12th, 2022.

Notice of the Public Meeting was mailed by the municipality to all property owners within 120m of the property on September 9th, 2022, and notice was posted on the subject property.

6.2.7 Comments

1. Planner’s Report

Ms. Tydd-Hrynyk presented her report.

2. Council’s Questions and/or Comments

Deputy Mayor Zinn commented that it was unfortunate that with there being a need for housing this application can’t move forward.

3. Applicant and/or Agent

The applicant expressed his disappointment with the regulations and restrictions that are prohibiting this development. He made reference to other properties he had developed in the Municipality that had been successful. He questioned the previous use of the subject property. Ms. Tydd-Hrynyk clarified that the application is for the proposed use, and that the previous use may have been legal non-conforming, but is not the subject of this public meeting.

4. Others

There were no other questions or comments from others in attendance.

6.2.8 Recommendation of the Huron County Planner

It is recommended that zoning by-law amendment application Z03-2022 be denied as it is not consistent with the PPS, does not conform to the Huron County or Morris-Turnberry Official Plans and does not represent good planning.

Motion 218-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby defers the consideration of application Z03-2022.

Carried.

6.2.9 Effect of Public and Agency Comments

No public comments were received on this application so there was no effect on the decision. Comments were received from agencies on the issues of stormwater management, setbacks, snow storage, parking spaces and the need for further more detailed site planning to show the proposal will work with regard to these issues. The effect of agency comments and the application not being consistent with the PPS, not conforming to the Huron County or Morris-Turnberry Official Plans and not representing good planning influenced Council's decision to defer consideration of the application.

6.2.10 Close public meeting

Motion 219-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby closes the Public Meeting to consider Zoning By-Law Amendment MTu Z03-2022 and reconvenes its regular meeting of Council.

Carried.

6.3 COMMITTEE OF ADJUSTMENT

Application MV04-2022 Sanders
Concession 7, North 1/2 Lot 6, Morris

Motion 220-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV04-2022, submitted by Frank and Doris Sanders.

Carried.

COMMITTEE OF ADJUSTMENT MEETING

6.2.1 Call to Order

Mayor Heffer called the Committee of Adjustment to order at 8:07 pm

6.2.2 Declaration of Pecuniary Interest

None declared.

6.2.3 Purpose

The purpose of this application is to reduce the required Minimum Distance Separation (MDS) setback to allow for the construction of a new house.

The application proposes to reduce the MDS setback of 724 m to 530 m to the neighbouring barn to the east of the subject property.

6.2.4 Application Process

An application for a Minor Variance was submitted by Frank and Doris Sanders and considered complete on September 2nd, 2022.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on September 12th, 2022, and notice was posted on the subject property.

6.2.5 Comments

1. Planner's Report

Ms. Tydd-Hrynyk presented her report.

2. Council's Questions and/or Comments

Mayor Heffer asked if the construction of the house in this location would effect the neighbouring barn in the future if they wanted to expand. Ms. Tydd-Hrynyk explained that they would likely have to apply for a Minor Variance as well, and any expansion would be encouraged to be on the side of the property furthest from the house.

3. Applicant and/or Agent

No comment.

4. Others

No comments or questions from others in attendance.

6.2.6 Recommendation

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

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

6.2.7 Committee of Adjustment Decision

Motion 221-2022

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV04-2022, submitted by Frank and Doris Sanders, subject to the following conditions:

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

Carried.

6.2.8 Close Committee of Adjustment

Motion 222-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

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

Carried.

7.0 **STAFF REPORTS**

7.1 CLERK

7.1.1 WSIB Health and Safety Excellence Program Update

A report prepared by Deputy Clerk Kim Johnston in this regard was presented by Mr. Hallam for the information of Council.

8.0 **BUSINESS**

8.1 RESOLUTION REGARDING ELECTORAL REDISTRIBUTION

At the September 20th meeting staff were directed to draft and return a resolution in support of maintaining the Township of Howick in the proposed South Huron Shores electoral district. The following resolution was prepared for consideration.

Motion 223-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

WHEREAS The Federal Electoral District Redistribution Commission for Ontario has released proposed boundaries for an amended electoral district to be known as South Huron Shores;

AND WHEREAS The proposed boundary of South Huron Shores excludes certain areas of current the Huron-Bruce electoral district, including the Township of Howick;

AND WHEREAS the Township of Howick is an integral partner municipality within the County of Huron, sharing services, economic, and cultural interests with Morris-Turnberry, other municipalities within Huron County, and Huron County itself;

AND WHEREAS the Township of Howick has benefitted from shared Federal and Provincial representation and advocacy in relation to those shared interests;

AND WHEREAS the Ontario Commission has discretion to consider social and geographic factors in its decisions, including respect for communities of interest or identity and historical patterns of previous electoral boundaries;

NOW THEREFORE The Council of the Municipality of Morris-Turnberry hereby requests that the Ontario Commission consider adjusting the proposed boundary for South Huron Shores to include the Township of Howick;

AND THAT notice of this request be sent to the Ontario Commission, MP Ben Lobb, MPP Lisa Thompson, the Township of Howick, the County of Huron, all Huron County Municipalities, and the Federation of Canadian Municipalities.

Carried.

8.2 APPOINTMENT OF COMMUNITY EMERGENCY MANAGEMENT COORDINATOR

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

Motion 224-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law # 41-2022, being a by-law to appoint a Community Emergency Management Coordinator for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 4th day of October 2022.

Carried.

8.3 BLYTH CREEK MUNICIPAL DRAIN – OUTSTANDING COSTS

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

Motion 225-2022

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law # 42-2022, being a by-law to amend by-law 40-2018 of the Municipality of Morris-Turnberry based on actual costs incurred for constructing the Blyth Creek Municipal Drain 2018, and that it now be read severally a first, second, and third time, and finally passed this 4th day of October 2022.

Carried.

9.0 **COUNCIL REPORTS**

Sharen Zinn

No report

Jamie McCallum

Attended the Elementary School Fair in Belgrave on September 21st and brought greetings on behalf of the Municipality in Mayor Heffer's place.

Kevin Freiburger

Attended the Elementary School Fair in Belgrave on September 21st
Attended a meeting of the MVCA Board on September 21st in Lucknow to tour a creek rehabilitation project.

Jamie Heffer

Attended the Howick Turnberry Fall Fair opening ceremonies on September 23rd to bring greetings on behalf of the Municipality.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Draft Budget 2023 – Saugeen Valley Conservation Authority
- 10.2 Board Highlights – AMSDB – September 27, 2022
- 10.3 Correspondence – Public Consultation – Ministry of Municipal Affairs and Housing
- 10.4 Notice of Hearing – Morris-Turnberry Committee of Adjustment – MV05-2022
- 10.5 Resolution – Ontario's Federal Electoral Districts – County of Huron
- 10.6 Outstanding Action Items

Motion 226-2022

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

That the Council of the Municipality of Morris-Turnberry hereby supports the correspondence received from the Ministry of Municipal Affairs and Housing.

Carried

Motion 227-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

That the Council of the Municipality of Morris-Turnberry hereby supports the correspondence sent by Huron County Warden Glen McNeil to the Federal Electoral Boundaries Commission for Ontario.

Carried.

Regarding item 10.1 Councillor McCallum stated that considering Morris-Turnberry's relatively small financial responsibilities to the SVCA, the budget document was very long and took up a lot of space in the agenda package. He requested that lengthy items be sent separately in the future.

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

- 13.1 Enter closed session

Motion 228-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:38 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

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

Carried.

- 13.2 Return to open session

Motion 229-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 9:01 p.m.

Carried.

13.3 Report and Action from Closed Session.

Council discussed an personal matter regarding a member of staff.

14.0 **CONFIRMING BY-LAW**

Motion 230-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 43-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on October 4th, 2022, and that it now be read severally a first, second, and third time, and finally passed this 4th day of October 2022.

Carried.

15.0 **ADJOURNMENT**

Motion 231-2022

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 9:02 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, October 18th, 2022, 7:30 pm
Regular Meeting of Council – Tuesday, November 1st, 2022, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

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

October 18 2022

General

Hydro One	Streetlights	1,126.19	
Tuckersmith Communications	Office Internet	111.87	
Enbridge	Morris Office	15.83	
MicroAge Basics	Office Supplies & IT Support	904.91	
Pitneyworks	Postage	1,709.95	
CIBC VISA	Coffee Supplies	9.18	
	Online Council Meeting	22.60	
	Water	51.22	
	Planning Expense	16.30	
	PDF Software Renewal	176.14	275.44
Midwestern Newspaper Corp	Advertisements		339.00
North Huron Publishing Company Inc.	Advertisements		461.61
Canada Post	Election		3,044.80
Seebach & Company	2021 Auditing Services		17,797.50
Donnelly Murphy	Legal		423.75
Royal Canadian Legion Branch	Remembrance Day Wreath		85.00
Bruce Whitmore	Wedding Solemnization		300.00
Township of North Huron	Water Billings		7,898.11
Minister of Finance	Policing - August		39,813.96
Payroll			
October 12 2022	Payroll		20,567.79
	Expenses		79.65
Council Pay	Payroll - September 2022		2,882.78
	Rec General		320.60

98,158.74

Building Department

Foxtan Fuels	Fuel	298.22	
Payroll			
October 12 2022	Payroll		4,997.18
	Expenses		-

Building Total 5,295.40

Property Standards

Keppelcreek	Property Standards - September	1,296.69	
	Property Standards Total		1,296.69

Drainage

CIBC VISA	Ellison Mun Drain - Courier	168.04	
	Drainage Total		168.04

Parks & Cemeteries

Hydro One	Kinsmen Park	34.48	
PE Inglis Holdings Inc.	Hwy 86 Park - Portable Unit	170.00	
	Parks & Cemeteries Total		204.48

Belgrave Water

Hydro One	Belgrave Water	1,103.85	
Hydro One	Humphrey Well	45.49	
Hay Communications	Belgrave Water	11.30	
Kincardine Cable TV	Belgrave Water	41.75	

Water Total 1,202.39

Landfill

PE Inglis Holdings Inc.	Portable Unit	175.15
Truly Nolan	Pest Control	284.76
MGM Townsend Tire	Repair for 01-12 Tractor	314.14
Bluewater Recycling Assoc	Curbside Collection	13,688.82

Landfill Total 13,688.82 **14,462.87**

Roads

Hydro One	Turnberry Shop	237.85
Enbridge	Morris Shop	31.66
McDonalds Home Hardware	Shop Supplies	76.79
Hodgins Rona	Shop Supplies & Sign Posts	213.19
Comco Fasteners Inc.	Shop Supplies	8.09
CIBC VISA	Digital Temperature Readers	67.75
Foxton Fuels	Fuel	12,380.34
Cut Rite Tree Service	Stump Grinding	1,017.00
Centra Door North Co. Ltd.	Morris Shop Door Repair	231.65
Radar Auto Parts	Shop Supplies, Parts for 13-03 Grader & 18-18 Pickup	564.99
Steffen's Auto Supply	Parts for 09-02 Grader	57.00
Brandt London	Parts for 13-03 Grader	320.49
McGavin Farm Equipment	Parts for 13-03 Grader	80.82
Leslie Motors	Maintenance for 20-20 Pickup	98.38
Strongco	Parts for 06-04 Grader	225.82
BM Ross & Associates	Moncrieff Road Bridge (M060)	3,199.88
BM Ross & Associates	McCall Culvert (M020)	589.19
BM Ross & Associates	Smuck Bridge Construction (M230)	3,585.89
CT Environmental Ltd.	Belgrave Storm Flush & Camera Inspection	15,040.30
Yard Boys Ltd.	Fall Roadside Cutting	29,380.00
Canada Heavy Equipment College	Motor Grader Operations Training	14,388.00
Blackburn Media Inc.	2022 Q4 Tower Rental	1,356.00

Payroll

October 12 2022	Payroll	25,163.26
	Expenses	-

Roads Total 25,163.26 **108,314.34**

Account Total **229,102.95**

Approved By Council:

October 18 2022

Mayor - Jamie Heffer

Treasurer- Sean Brophy

To: Mayor and Members of Council, Morris-Turnberry
From: Meghan Tydd-Hrynyk, Planner
Date: October 18, 2022
Re: Minor Variance Application MV05/22 (Joe Kerr Ltd. c/o Chris Hogervorst)
Property Address: Concession 1, Part Lot , Morris (40389 Amberley Road)

Recommendation

It is recommended that Application MV05/22 be approved with the following conditions:

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

Purpose and Description

The purpose of this application is to recognize the increased height of an accessory building to accommodate indoor storage. The application requests relief from the Morris-Turnberry Zoning By-law to increase the maximum height from the required 6m to 10m.

Comments Received

At the time of writing this report there were no comments received from the public or Township staff regarding this application.

Figure 1. Subject Parcel – Air Photo (outlined in orange)





Minor variances are required to satisfy four tests under the Planning Act before they can be approved. To be approved the requested variance must be:

- 1) minor,
- 2) desirable for the appropriate development or use of the land, building or structure,
- 3) maintain the general intent and purpose of the Zoning By-law, and
- 4) maintain the general intent of the Official Plan.

The purpose of this application is to increase the minimum height restriction of an accessory building to accommodate indoor storage of equipment.

The new building is proposed to be located to the south west of the existing buildings and will comply with the remainder of the provisions in the zoning by-law including lot line setbacks. The height of the building is being increased due to the nature of the equipment that is required for the continued use of the commercial property. While this is a 66% increase in height, it is seen as minor due to the requirements of the equipment that is being used to conduct business. The Municipality may wish to review the maximum accessory building heights in Highway Commercial

zones in the Zoning Bylaw to determine if a 6 metre maximum remains appropriate. In North Huron and Huron East, for example, the maximum height of an accessory building in a Commercial Zone is 8 metres. The applicant has also submitted an application to amend their site plan application and register the new building as part of site plan control.

This application meets all four tests for a minor variance. There are no foreseen adverse impacts to surrounding properties and therefore the application is deemed to be minor. The proposed development is desirable for the subject property as the use of the subject property will continue to be highway commercial as intended by the Morris-Turnberry Official Plan and the Morris-Turnberry Zoning By-law. Consequently, the variance maintains the intent of both the Official Plan and Zoning By-law.

The variance requested is both minor and appropriate in terms of the impact on the surrounding properties. As the four tests for a minor variance have been met, it is recommended that the requested variance be approved with conditions.

Summary

It is recommended that Application MV05/22 be approved with the following conditions:

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

Please note this report is prepared without the benefit of input from the public as may be obtained through the hearing. The Committee should carefully consider any comments and/or concerns expressed at the hearing prior to making their decision on this application.

Sincerely,

"original signed by"

Meghan Tydd-Hrynyk
Planner

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: October 18, 2022

SUBJECT: PSD Citywide Asset Management Plan Project Agreement

RECOMMENDATION

That Council approve by-law 44-2022, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and PSD Citywide Inc. for the preparation of an O. Reg. 588/17 compliant Asset Management Plan.

BACKGROUND

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

The following are the key dates to this regulation:

- January 1, 2018: Effective date of Regulation.
- July 1, 2019: Date for municipalities to have a finalized strategic asset management policy (completed on time by Morris-Turnberry).
- July 1, 2022: Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater, and stormwater management) that addresses current levels of service and the cost of maintaining those services. (adopted by Council on July 5, 2022)
- July 1, 2024: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that addresses current levels of service and the cost of maintaining those services.
- July 1, 2025: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out for 2024. This includes a discussion of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund the activities.

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

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

COMMENTS

At the June 21st meeting, Council passed the following motion authorizing an application to the FCM Municipal Asset Management Program (MAMP) grant, and committing funds to the project outlined in the grant proposal.

Motion 137-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

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

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

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

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

Carried.

The grant application was submitted by staff on July 7th. On August 30th, staff received notice that despite previous communication indicating that the funding envelope was fully subscribed, Morris-Turnberry's application would proceed to the review phase. On September 12th, staff received notice that the project meets MAMP's eligibility criteria and is ready to proceed to the second step of review.

While in no way does this guarantee that the application will be approved, having been reviewed, deemed eligible, and proceeding for further review presents a promising outlook.

As discussed with Council on June 21st, regardless of whether the grant application is successful there is a significant amount of work required to ensure compliance with the 2024 and 2025 deadlines, enter existing data into the Municipality's software and train staff on its use and maintenance. Considering the volume of work and the expertise required, there are currently insufficient staff resources at the disposal of the Municipality to complete this work. Staff have continued discussions with PSD Citywide regarding their proposal and it has been rescoped, with immediate priorities being included, and work associated with compliance in 2025 being authorized only subject to grant approval.

Staff recommend entering an agreement with PSD Citywide for the completion of the proposed work regardless of the outcome of the grant application process. If the full \$50,000.00 grant is received, the cost to the municipality for the 2024 and 2025 compliance work from PSD Citywide could approximately be \$18,500.00. If no grant is received, the cost to the municipality for the 2024 compliance work from PSD Citywide only will be approximately \$46,000.00. Funds for the project can be taken from the Asset Management reserve which currently sits at \$283,200.00, and or budgeted for from general revenues in 2023.


ATTACHMENTS

1. By-law 44-2022
2. PDS Citywide O. Reg 588 Compliant (2024) Asset Management Plan Project Charter

OTHERS CONSULTED

Sean Brophy, Treasurer
Mike Alcock, Director of Public Works

Respectfully submitted,


Trevor Hallam,
CAO/Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 44-2022

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and PSD Citywide 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 O. Reg. 588/17 requires every municipality is required to prepare a comprehensive strategic asset management policy, a plan to maintain core municipal infrastructure, a level of service proposal, and a publicly accessible asset management plan which is required to be updated every fifth year going forward with data obtained within the preceding two years;

AND WHEREAS a proposal for professional services relating to the preparation of an O. Reg. 588/17 compliant Asset Management Plan for the Municipality of Morris-Turnberry has been provided by PSD Citywide Inc;

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

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

Read a FIRST and SECOND time this 18th day of October 2022.

Read a THIRD time and FINALLY PASSED this 18th day of October 2022.

Mayor, Jamie Heffer

Clerk, Trevor Hallam



Municipality of Morris Turnberry

O. Reg 588 Compliant (2024) Asset Management Plan

Project Charter

Date: October 3, 2022

Submitted By:

PSD Citywide Inc.

148 Fullarton St, 9th Floor

London, ON, N6A 5P3



Contact List

Municipality of Morris Turnberry ("Client")

Name	Title	Telephone	E-Mail
Trevor Hallam	CAO/Clerk	519-887-6137 x 221	thallam@morristurnberry.ca

PSD Citywide Inc. ("PSD Citywide")

Name	Title	Telephone	E-Mail
Matthew Van Dommelen	GM Business Development & Implementation	519-690-2565 Ext. 2410	mvd@psdcitywide.com
John Murray	GM of Asset Management	519-690-2565 Ext. 2700	jmurray@psdcitywide.com
Dana Ossman	Client Support Representative	519-690-2565 Ext. 2768	dossman@psdcitywide.com

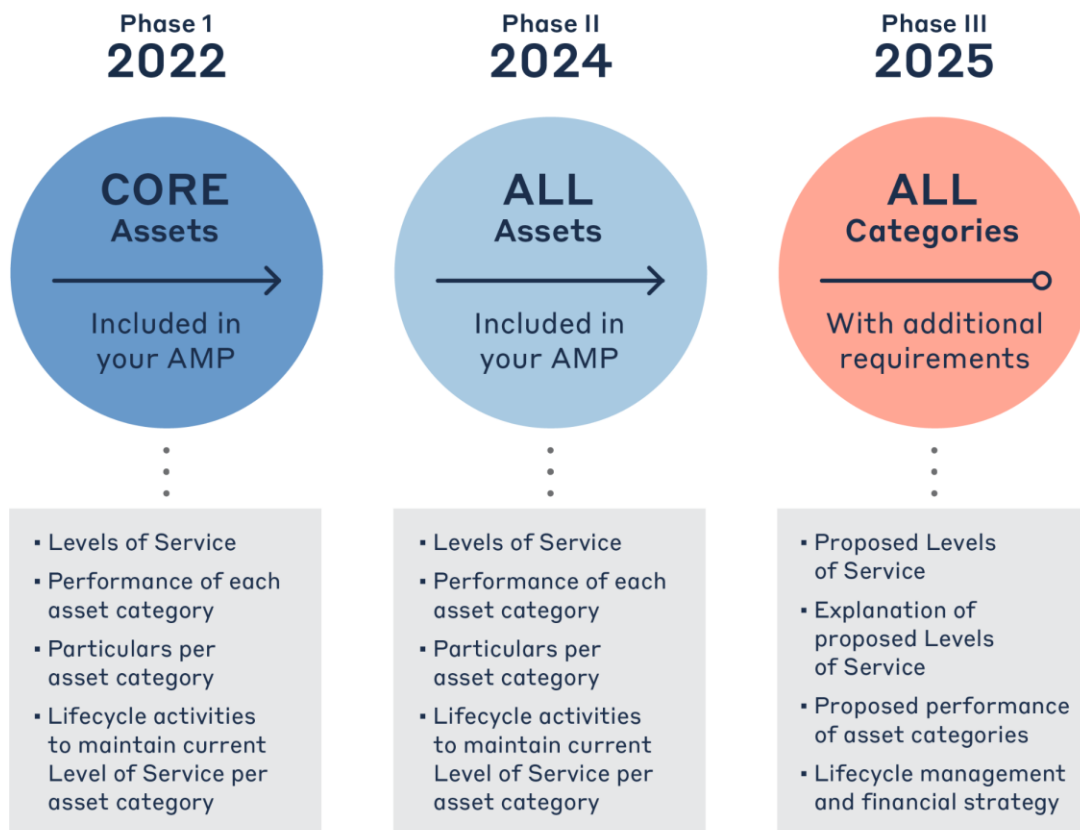
Project Deliverables

This document contains a high-level project plan for the municipality for the purpose of developing and delivering an Asset Management Plan. The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project. The Asset Management Plan (AMP) will be composed with the following components at a minimum:

- Executive Summary
- Introduction
- State of Local Infrastructure
- Asset Management Strategy
- Levels of Service
- Financial Strategy

1. O. Reg 588/17 Compliant Asset Management Plan

The asset management plan will become a document that officials, staff, and residents can use to guide their decision-making and develop an educated perspective on managing a municipality's assets. Ontario Regulation 588/17 requires municipalities to develop an asset management plan in three stages:



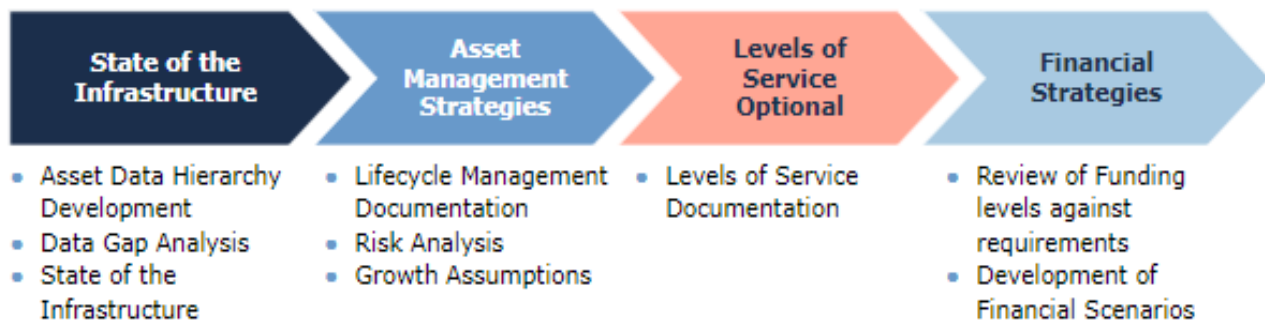
PSD's work for the municipality will complete preparation for **Phase 2**, in order to comply with the **2024 requirements of AMP development**.

Asset Management Workshops and Interviews

The development of the AMP requires input from stakeholders across all departments to leverage existing knowledge, understand current practices, and review insights. At key intervals over the course of the project PSD will lead workshops and/or interviews with relevant staff to ensure all project requirements have been satisfied. The number of workshops and the content covered will be determined during the initial project planning stage in collaboration between PSD and key project stakeholders but may change as project requirements become better understood. This will depend on the maturity of data and processes currently and the availability of studies and reports. The budget for these engagements includes prep time, workshop design, and delivery.

Project Scope

There are 3 key sections in the asset management plan:



The following tables identify the content that will be included in the AMP for each asset category:

Asset Category	Project Requirements			
	State of Infrastructure	AM Strategies	Levels of Service	Financial Strategies
Road Network	Yes	Yes	Yes	Yes
Bridges & Culverts	Yes	Yes	Yes	Yes
Storm	Yes	Yes	Yes	Yes
Water	Yes	Yes	Yes	Yes
Wastewater	Yes	Yes	Yes	Yes
Facilities	Yes	Yes	Yes	Yes
Land Improvements/Parks	Yes	Yes	Yes	Yes
Machinery & Equipment	Yes	Yes	Yes	Yes
Vehicles	Yes	Yes	Yes	Yes

Topic	In Scope	Out of Scope
Inventory Analysis & State of the Infrastructure	<ul style="list-style-type: none"> ✓ Develop customized AMP classification structure (data hierarchy) ✓ Complete a data gap analysis ✓ Review and adjust Useful Lives and Replacement Costs ✓ Inventory duplication review & identification of excluded assets ✓ Upload available assessed condition data (e.g. Road Needs Study) that aligns with current asset inventory structure only ✓ Days of effort and budget will be listed below 	<ul style="list-style-type: none"> ✗ Financial data adjustments (disposals, betterments, cost balancing) ✗ Inventory reconciliation or merging data between two datasets (e.g. TCA vs. GIS) ✗ Create links to GIS dataset ✗ Disaggregate pooled inventory data ✗ Complete on-site condition assessments
AM Strategies (Lifecycle)	<ul style="list-style-type: none"> ✓ Create lifecycle model(s) for Roads that identify current or proposed management strategies ✓ Lifecycle activities for bridges and structural culverts based on recommended activities in OSIM reports 	<ul style="list-style-type: none"> ✗ Identify optimal lifecycle strategies or make recommendations on best practices
AM Strategies (Risk)	<ul style="list-style-type: none"> ✓ Basic risk models developed for all asset categories (1-2 Consequence of Failure Metrics; 1-2 Probability of Failure Metrics) based on available data ✓ Development of risk matrices ✓ Identification of risks to infrastructure programs in general 	<ul style="list-style-type: none"> ✗ Development of risk mitigation strategies
AM Strategies (Growth)	<ul style="list-style-type: none"> ✓ Identification of growth assumptions based on the best available data ✓ Review of expected impacts of growth on asset management planning 	<ul style="list-style-type: none"> ✗ Growth forecasting
Levels of Service	<ul style="list-style-type: none"> ✓ Identification of current level of service (O.Reg 588/17 metrics) ✓ Selection of up to 1 -3 additional key performance measures per asset category 	<ul style="list-style-type: none"> ✗ Review of historical data and/or trend analysis ✗ Identification of proposed level of service
Financial Strategy	<ul style="list-style-type: none"> ✓ Review of historical approach to capital funding allocation and debt financing ✓ Development of phased-in financial strategy to meet capital lifecycle requirements (5-20 Years) 	<ul style="list-style-type: none"> ✗ Review of operating costs ✗ Integration of growth costs ✗ Development of reserve funding strategy
Draft/Report	<ul style="list-style-type: none"> ✓ 2 draft revision cycles ✓ Final presentation to Council as required 	

2. Data Disaggregation, Consolidation & Refinement

PSD Citywide has allocated **5.5 days** to complete this work. PSD provides data templates to the municipality, and they will be responsible for using these templates to provide each data set. Data work has been broken into 2 major categories:

- **Data Syncing** – Updating existing asset data with additional attributes and/or condition information (i.e. diameter, material, AADT etc.).
- **Data Mapping** – This involves mapping data where it is not possible to match based on a common ID# in order to consolidate different databases. If this is required a quote will be provided to the client in addition to the budgeted days.

Throughout all phases there will be a need for analysis and work to refine and/or consolidate the municipal datasets that can continue to form the centralized repository for both asset management and tangible capital asset reporting.

3. Citywide Software and AMP Training

Staff can attend a best practice asset management workshop on how to implement all the key factors of municipal asset management (risk modeling, lifecycle modeling, asset capturing, condition protocols, policy and how to communicate asset management). Training on risk and criticality / lifecycle activity models and analysis are key elements of proper asset management practices and programs. Through their use, an asset manager can determine which infrastructure is critical to the organization and can also rank and rate the level of business risk associated with all the infrastructure stock. Best practice risk and criticality models by asset type will be developed to assist with the prioritization and ranking of infrastructure needs. Proper lifecycle management of infrastructure assets will allow a municipality to optimize budgets and make the best use of public funds. To accomplish this, data will be gathered around current maintenance and replacement activities including costs and timelines for application. In addition, a scheduled work framework will be established for each asset class that will determine how to do the right work to the right asset at the right time to ultimately manage all the assets with the lowest overall cost.

- Council Training Session
- Staff Training Session (Citywide Software Training and AMP Training)
 - **Asset Management Plan**
 - Report Generation for the Asset Management Plan Updates
 - Impacts to the Asset Management Plan
 - **Replacement Costing & Asset Profiles**
 - Updating Replacement Costs
 - Asset Profiles
 - Condition
 - Risk
 - Lifecycle Events and Event Costs
 - Strategy
 - Managing and Scheduling Profile at Asset Level
 - **Reporting**
 - Lifecycle reports (planning, operating budgets, capital budgets)
 - Levels of Service Reports
 - Financial Reporting

- Amortization report
 - Financial Returns Report
 - Financial Exceptions Report
 - Condition and Risk Reporting
 - Work Order Reporting
 - Attribute Reports
 - Service Request Reporting
 - Inspection Reporting
 - MMS Reports
 - GIS Training in Asset Manager and Maintenance Manager, Styling, and Filtering
- **Asset Management/Lifecycle Reporting**
 - Annual Requirements
 - Replacement Profile
 - Lifecycle Event Schedule
 - Installation Profile
 - Replacement Cost

Proposed Levels of Service Framework Development (UPON APPROVAL OF FCM)

The primary responsibility of the Municipality is to ensure that they are providing adequate and sustainable services to the community. The management of infrastructure assets plays a critical role in the level of service (LOS) that stakeholders experience. The measurement and evaluation of Levels of Service involves a top-down process involving the identification of services, the expectations of stakeholders, and the development of a framework to measure performance. The deliverables of this step include:

1. Proposed Levels of Service Framework
2. Proposed Levels of Service Report

The key outcomes that the Municipality will receive:

- Development of a framework to evaluate and measures levels of service
- Measurement of proposed level of service
- Evaluation of internal and external factors impacting the Town's proposed level of service

Project Schedule

The estimated duration of this project is **8 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities. Note that Client time and resources will be required regularly throughout the project. It is expected that the Client will provide data and additional inputs for each stage as well as review and provide feedback on the deliverable for each stage.

Project Communication

Due to the size and scope of the project, clear and efficient communications between the Client and PSD is vital to project success. In the kick-off meeting, the main point of contact for PSD and the Client will be decided upon and the Client will be introduced to PSD's Project Management Tool, Mavenlink, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Mavenlink.

General Terms and Conditions

- All amounts quoted are in CDN dollars and will be invoiced as such. Applicable taxes are extra. (GST, PST, HST)
- Consulting rates are as follows:
 - \$1,600 / day or \$200.00 / hour – A day includes 8 hours of services.
 - Requests for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service.
 - Consulting rates are valid for the term of this agreement only.
- Detailed pricing information is included below.
- The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 2% per month.
- During the provision of the implementation services and for 1 year afterward, customers shall not hire PSD employees or subcontractors involved in the delivery of the services.
- PSD Citywide Inc. warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by PSD Citywide Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to PSD Citywide Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall PSD Citywide Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if PSD Citywide Inc. has been advised of the possibility of such damages.

Project Budget

Professional Services		
Deliverable	Service	Amount
1	O. Reg 588/17 (2024) Compliant Asset Management Plan <ul style="list-style-type: none"> • Identification of the current state of infrastructure • Establish Asset Management Strategies for all asset types • Establish proposed levels of service for all asset types • Develop Financial strategy *** If the client wishes for PSD Citywide to produce an AODA compliant document (for the website), it will be an additional \$2,500 charge for a document up to 150 pages.	\$29,500.00
2	Data Work - Disaggregation, Consolidation and Refinement	\$8,600.00
3	AM Best Practice and AMP Training	\$4,800.00
	Citywide Software (Admin and End User Training)	\$3,200.00
	Total	\$46,100.00
Requires FCM Approval	Proposed LOS Frameworks (Upon Approval of FCM Application) <ul style="list-style-type: none"> • Evaluation of current frameworks/metrics • Development of draft proposed levels of services • Workshop with municipal staff and revisions & data gathering • Report development 	\$22,400.00

Terms of Payment

- The project will be invoiced in **8 equal monthly amounts** with the first invoice delivered upon completion of the kick-off meeting and the final invoice being issued once a draft document has been delivered.
- Once the Municipality of Morris Turnberry has received approval from FCM, the **Proposed Levels of Service project** will be invoiced in **4 equal monthly amounts** with the first invoice delivered upon completion of the kick-off meeting and the final invoice being issued once a draft document has been delivered.
- PSD expenses including mileage, accommodation, meals, and ground transportation are extra where applicable and will be billed at cost.
- Taxes are extra where applicable (GST, PST, HST).
- Consulting rates are valid for the term of this agreement only.

Additional Considerations

This document has been prepared specifically for the Client. This proposal and all of its associated pricing shall remain valid for 30 calendar days from the date of issue.

Ownership and Confidentiality

All Client data stored within the Citywide applications remains the legal ownership of the Client and can be extracted and used without restriction. PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done off-site. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.

Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: **Municipality of Morris-Turnberry** and PSD Citywide Inc.

Terms and Assumptions Accepted Between:

Municipality of Morris-Turnberry

**41342 Morris Road
Brussels, ON, N0G 1H0**

By: _____
(Print Name)

(Signature)

(Date)

By: _____
(Print Name)

(Signature)

(Date)

PSD Citywide Inc.

**148 Fullarton Street, 9th Floor
London, Ontario, N6A 5P3**

By: _____
(Print Name)

(Signature)

(Date)

Additional Information Required to be Completed by Customer

Does your organization require a purchase order (PO) before issuing payment?

- ☐ No
- ☐ Yes - The PO# for this order is: _____

All PSD Citywide Invoices be Directed to:

Accounts Payable Contact: _____

Telephone: _____

Email Address: _____

Billing Address: _____

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: October 18, 2022

SUBJECT: Draft Subdivision Agreement – Rural Management Inc.

RECOMMENDATION

That Council direct staff to return the draft Subdivision Agreement to the next meeting of Council for execution under by-law.

BACKGROUND

On June 21st, Council considered Plan of Subdivision application 40T22004 submitted by Ron Davidson Land Use Planning Consultant Inc. on behalf of Rural Management Inc, for a residential development of 17 lots in Lowertown. Council was supportive of the application and approved recommended conditions for the Draft Plan Approval, which was granted by Huron County Council on July 27th.

COMMENTS

Upon being granted Draft Plan approval it is the responsibility of the applicant to satisfy all conditions before applying for final approval. 25 of 31 conditions of draft approval for this application are to be cleared by the Municipality. Condition 15 requires the Developer to enter into a Subdivision agreement with the Municipality which will be registered on title for the lands.

B.M. Ross and Associates was retained to prepare the draft agreement, due to their previous experience with such developments throughout Huron and Perth Counties. The Subdivision Agreement, in addition to being a condition itself, will serve to satisfy 13 other conditions by establishing the obligations of the developer, as well as the standards, processes and sequencing required by the Municipality. An initial draft was reviewed by staff and amended accordingly. The developer reviewed the subsequent draft and feedback received was considered.

The draft of the Subdivision Agreement is included with this report for the review of Council. A final review is still underway to ensure that all section references and numbering is correct and that no typographical errors remain. No further changes to the substance are proposed or expected at this stage of review.

Pending any questions or feedback from Council, Staff recommend that direction be given to return the agreement for execution under by-law to the next meeting of Council.

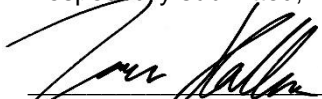
ATTACHMENTS

1. Notice of Decision – 40T22004
2. Subdivision Agreement – Rural Management Inc.

OTHERS CONSULTED

Mike Alcock	Director of Public Works
Kirk Livingston	Chief Building Official/Drainage Superintendent/Property Standards Officer/Zoning Administrator
Bruce Potter	Senior Engineer, B.M. Ross and Associates Limited
Steve Michie	Owner, Rural Management Inc.
Les Tervit	Consultant to the Developer

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

**NOTICE OF DECISION
CONCERNING A DRAFT PLAN OF SUBDIVISION
IN THE MUNICIPALITY OF MORRIS-TURNBERRY**

OWNER: Rural Management Inc.
APPLICANT: Ron Davidson Land Use Planning Consultants Inc.
FILE NUMBER: 40T22004
LOCATION: Concession B, Part Lot 6 & 7, Plan 410, Lots 17-20, 42-46, 71-75, 90-94
in addition to Maitland St, Green St and Alice St., Municipality of
Morris-Turnberry

TAKE NOTICE that the Council of the Corporation of the County of Huron granted approval to draft plan of subdivision 40T22004 on July 27, 2022, pursuant to Section 51 of the Planning Act, subject to the attached terms and conditions.

AND TAKE NOTICE that any appeal of this decision to the Local Planning Appeal Tribunal must be filed with the Clerk of the County of Huron, not later than **August 17, 2022**. A notice of appeal must set out the reasons for the appeal and must be accompanied by the fee prescribed under the Ontario Land Tribunal Act (\$1,100.00). Filing an appeal with the Ontario Land Tribunal (OLT) against the decision of the approval authority, the lapsing condition or any conditions imposed by the approval authority must be undertaken in accordance with OLT guidelines, forms and fees (payable to the Minister of Finance) available from the OLT website <https://olt.gov.on.ca/>.

Section 51 (39) and 51 (43) of the Planning Act identifies those who have the ability to appeal the decision, lapsing provision or any conditions of the Plan of Subdivision.

The applicant, local municipality, or any public body who made oral submissions at a public meeting or written submissions before the decision was made by the County of Huron may, at any time before the approval of the final plan of subdivision under Section 51, appeal any of the conditions imposed to the Municipal Board by filing with the Clerk of the County of Huron. A notice of appeal must set out the reasons for the appeal and be accompanied by the fee prescribed under the Ontario Land Tribunal Act (\$1,100.00).

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions.

Only persons or public bodies who meet certain requirements*, the local municipality or the Minister may appeal decisions in respect of a proposed plan of subdivision to the Ontario Land Tribunal.

*Notwithstanding the above, only a 'person' listed in subsection 51(48.3) of the Planning Act may appeal the decision of the County of Huron to the Ontario Land Tribunal (OLT) as it relates to the proposed plan of subdivision. Below is the prescribed list of 'persons' eligible to appeal a decision of the County of Huron related to the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act.

These are recent changes that have been made to the Planning Act by the Province. A link to the revised Planning Act can be found here - <https://www.ontario.ca/laws/statute/90p13>.

The prescribed list of 'persons' eligible to appeal a decision of the County on the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act is as follows:

1. A corporation operating an electric utility in the local municipality or planning area to which the plan of subdivision would apply.
2. Ontario Power Generation Inc.
3. Hydro One Inc.
4. A company operating a natural gas utility in the local municipality or planning area to which the plan of subdivision would apply.
5. A company operating an oil or natural gas pipeline in the local municipality or planning area to which the plan of subdivision would apply.
6. A person required to prepare a risk and safety management plan in respect of an operation under Ontario Regulation 211/01 (Propane Storage and Handling) made under the Technical Standards and Safety Act, 2000, if any part of the distance established as the hazard distance applicable to the operation and referenced in the risk and safety management plan is within the area to which the plan of subdivision would apply.
7. A company operating a railway line any part of which is located within 300 metres of any part of the area to which the plan of subdivision would apply.
8. A company operating as a telecommunication infrastructure provider in the area to which the plan of subdivision would apply.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body made oral submissions at a public meeting or written submissions to the council before the decision of the approval authority, or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

ADDITIONAL INFORMATION relating to the draft plan of subdivision is available for inspection by electronic means or via mail request to: County of Huron Planning and Development Department, 57 Napier Street, Goderich, ON N7A 1W2.

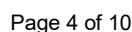
DATED AT THE COUNTY OF HURON
THIS 28th DAY OF JULY, 2022.

Susan Cronin, County Clerk
County of Huron
1 Court House Square
Goderich, ON N7A 1M2

This application for a Plan of Subdivision proposes to develop the Residential lands located at Part Lots 6 & 7, Concession B, in Lowertown, Municipality of Morris-Turnberry. These lands are to the west of the Town of Wingham with access from Amberley Road. The subject property is approximately 6.19 hectares (15.3 acres). The purpose of the application is to create 15 single detached residential dwellings lots, 2 blocks for quadruplex residential dwellings, a stormwater management block and new municipal streets. Access to the property is from Amberley Road to Augusta Street.

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

Draft Plan of Subdivision 40T22004:



DRAFT PLAN APPROVAL FOR PLAN OF SUBDIVISION

File: 40T22004
Developer: Rural Management Inc.
Lower Tier: Municipality of Morris-Turnberry
Subject Lands: Concession B, Part Lot 6 & 7, Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St., Municipality of Morris-Turnberry
Date of Draft Approval: July 27, 2022

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

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

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

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

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

CONDITIONS

Description

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

General

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

Phasing

3. That the subdivision may proceed in phases as determined in the detailed design phase acceptable to the Municipality of Morris-Turnberry.

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

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

Roads

6. That road allowances included in the draft plan shall be shown and dedicated as public roads, acceptable to Morris-Turnberry.

7. That the roads be developed to a standard acceptable to the Municipality of Morris-Turnberry.

8. That the roads shown on the draft plan be named to the satisfaction of the Municipality of Morris-Turnberry.

9. That any temporary turning circles, hammer heads, dead ends and/or open sides of road allowances created by this Plan of Subdivision be accompanied in the municipal road allowance to the satisfaction of the Municipality of Morris-Turnberry.

10. Any dead ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the Municipality of Morris-Turnberry until required for future road allowance or access to adjacent land.

Reserves, Easements and Blocks

11. Any easements as may be required for any utility purposes, including but not limited to, telecommunications, cable, gas and hydro shall be granted by the Subdivider to the appropriate authorities to their satisfaction.

12. At the time of registration of the plan all easements will be provided by the developer to the satisfaction of the Municipality.

13. Block 18 be conveyed to the Municipality of Morris-Turnberry for stormwater management purposes.

Parkland

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

Subdivision Agreement

15. Prior to registration of the plan the Developer shall enter into a Subdivision Agreement with the Municipality of Morris-Turnberry and such agreement be registered against the lands to which it applies.

16. That the Subdivision Agreement between the Developer and the Municipality of Morris-Turnberry address the following and any other requirements deemed necessary:

- (a) Provide for the installation and connection to all public services, including but not limited to: telecommunications, cable, gas and hydro;

- (b) Provision for phases as per the detailed design phase;
- (c) Provision for roads to a standard acceptable to the Municipality of Morris-Turnberry and for the naming of such roads;
- (d) Provision of storm water management facilities
- (e) Provision of grading and drainage plans and related installations;
- (f) Provisions to address requirements by other review agencies; and
- (g) Other such matters as determined by the Municipality of Morris-Turnberry.

17. That the Subdivision Agreement shall be registered against the lands to which it applies once the plan of subdivision has been registered.

18. That the Developer agrees in writing, to the satisfaction of the Municipality, that no work, including but not limited to tree cutting, grading or filling, will occur on the lands until such time as the Developer has obtained written permission from the Municipality or has entered into a Subdivision Agreement with the Municipality.

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

Engineering Drawings

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

Servicing

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

22. That all utility installations shall be located underground.

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

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

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

Canada Post

26. The Subdivision Agreement shall contain the following clauses:

- (a) The Developer agrees to consult with Canada Post and the Municipality of Morris-Turnberry to determine suitable permanent locations for Community Mail

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

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

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

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

- i) Any required walkway across the boulevard, per Municipality standards.
- ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.
- iii) A Community Mail Box concrete base pad per Canada Post specifications.

Storm Water Management

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

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

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

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

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

Financial Requirements

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

Zoning

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

Clearances

ADMINISTRATION

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

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

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron, Planning and Development Department, quoting the County file number.

2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a minimum of two weeks to review an application for final approval of a Plan of Subdivision.

3. A copy of the final M-Plan is required by the County of Huron and the Municipality of Morris-Turnberry.

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

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

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

7. Clearances are required from the following:

Condition #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17, #18, #20, #21, #23, #26, #27, #28, #29, #30, #31

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

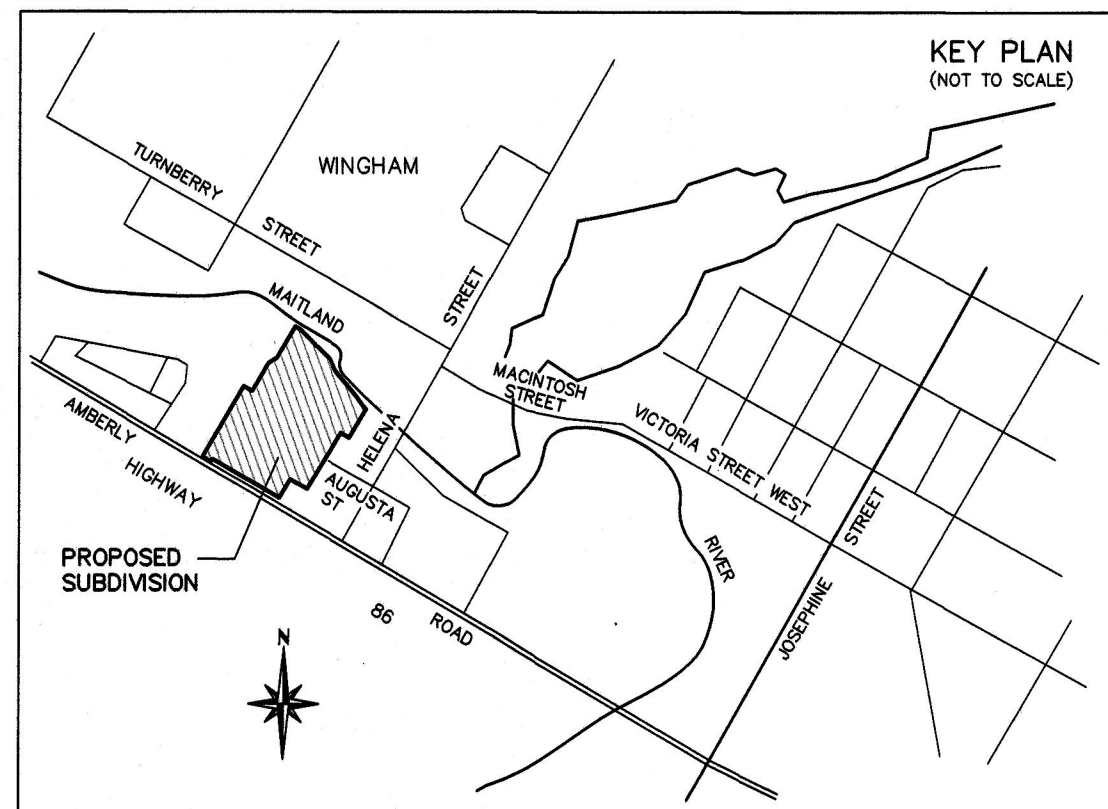
Condition #19, #30
County of Huron Planning & Development Department
57 Napier Street,
Goderich, Ontario, N7A 1W2

Condition #4, #27, #28
Maitland Valley Conservation Authority
1093 Marietta Street, Box 127
Wroxeter, ON N0G 2X0

Condition #26
Canada Post Delivery Services Officer | Delivery Planning
955 Highbury Ave
London, ON N5Y 1A3

Condition #11, #22, #24
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1

Condition #11, #22, #25
Bell Canada
planninganddevelopment@bell.ca



Subject To The Conditions Set Out In Our Letter
Dated This ____ Day of _____, 2022

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

Warden - Glen McNeil

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

DRAFT PLAN OF SUBDIVISION AUGUSTA STREET DEVELOPMENT

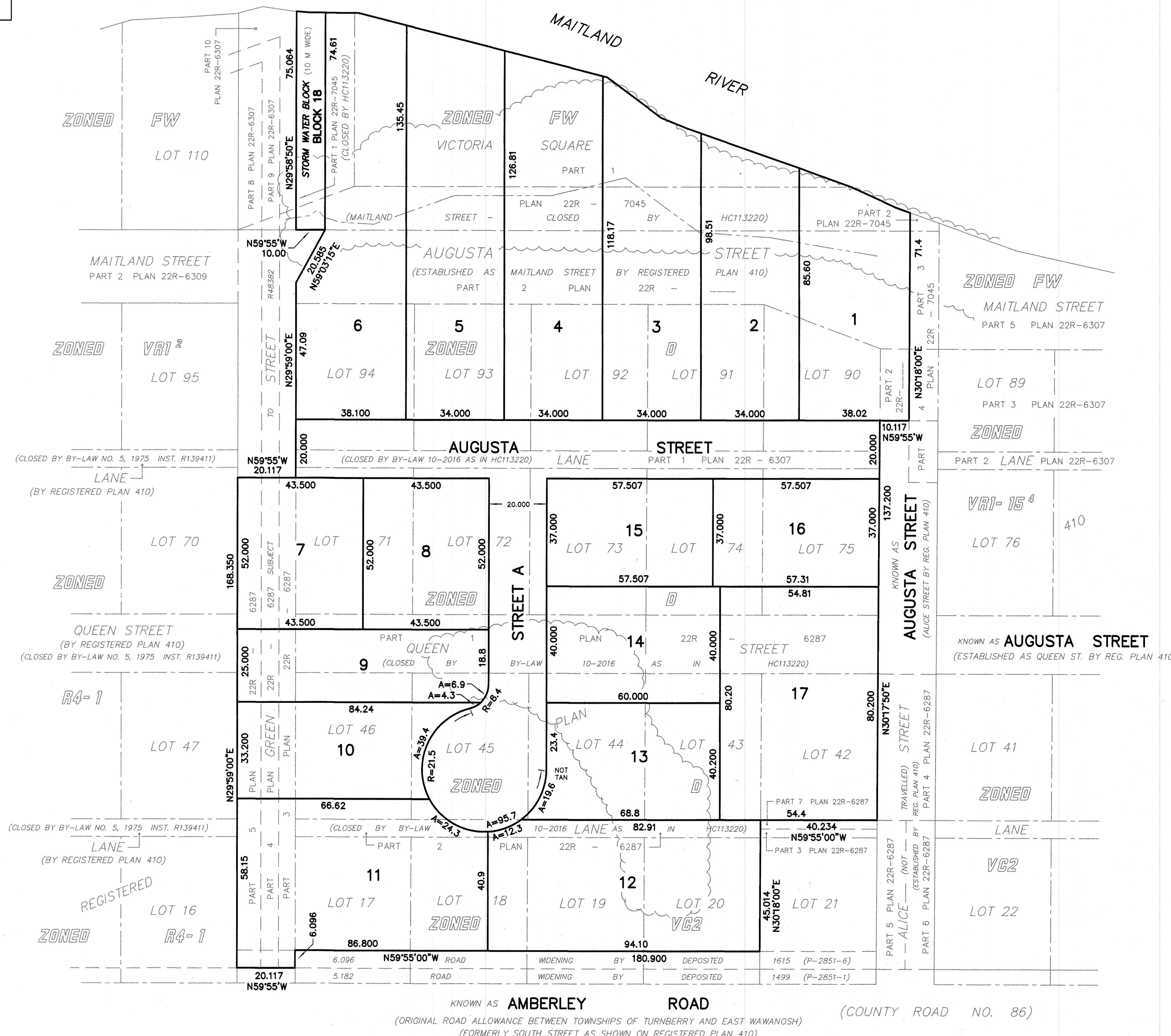
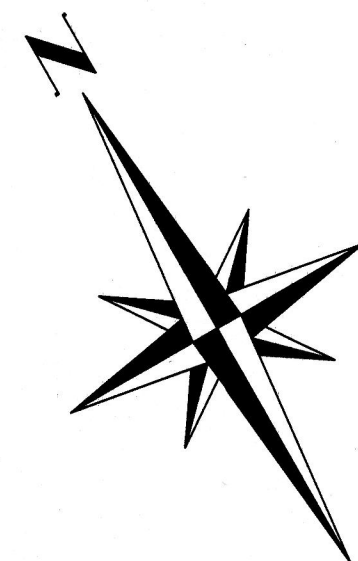
OF ALL OF
QUEEN STREET
BETWEEN GREEN STREET AND ALICE STREET
AND ALL OF
LANE
LAYING BETWEEN LOTS 71 TO 75 AND LOTS 90 TO 94
AND PART OF
LANE
LAYING BETWEEN LOTS 17 TO 21 AND LOTS 42 TO 46
AND PART OF
LOTS 17, 18, 19 AND 20
AND ALL OF
**LOTS 42, 43, 44, 45, 46, 71, 72, 73,
74, 75, 90, 91, 92, 93 AND 94**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

SCALE 1:1000
0 50 100
METRIC

OWNER'S CERTIFICATE

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

4/5/22
DATE STEVEN MITCHELL, PRESIDENT
RURAL MANAGEMENT INC.



ADDITIONAL INFORMATION

REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

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

RELEVANT SITE INFORMATION		
PROPOSED USE OF LOT	No. of Lots/Blocks	AREA
DWELLING - SINGLE DETACHED RESIDENTIAL - LOTS 1 TO 10, 13 TO 17	15	4,533 HA
DWELLING - MULTI-PLEX	2	0,869 HA
STORM WATER MANAGEMENT	1	0,075 HA
MUNICIPAL STREET - AUGUSTA STREET		0,404 HA
MUNICIPAL STREET - STREET 'A'		0,313 HA
TOTAL SUBJECT LANDS	18	6,194 HA

REVISION				
DATE	REV.NO.	DESCRIPTION	BY	APPROVED

LEGEND

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

SURVEYOR'S CERTIFICATE

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

APRIL 5, 2022
DATE

D.A. CULBERT
ONTARIO LAND SURVEYOR

D. CULBERT LTD.		ONTARIO OCL	
ONTARIO LAND SURVEYOR		LAND SURVEYOR	
GODERICH, ONTARIO PHONE: 519-524-5321			
DRAWN BY: MA	DIGITAL FILE: TN2106C1	PLAN No:	Rv
CHECKED BY: DAC	FILE: TUR-0410-02-4	8GL-1416	0

DRAFT-3 Oct 13 2022

CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

SUBDIVISION AGREEMENT

between

RURAL MANAGEMENT INC.

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated November____, 2022

The Corporation of The Municipality of Morris-Turnberry

41342 Morris Rd.,
PO Box 310,
Brussels, ON
N0G 1H0

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

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**THE MUNICIPALITY OF MORRIS-TURNBERRY
SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate on the_____day of September, 2022 A.D.

BETWEEN:

RURAL MANAGEMENT INC.
hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the owner of the Land described in Schedule “A” to this Subdivision Agreement (hereinafter called the “Agreement”) and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by reference to a Registered Plan of Subdivision.

AND WHEREAS the Developer declares that it is the registered owner of the lands and has applied to the County of Huron (hereinafter called the “County”), for approval of a Plan of Subdivision (hereinafter called the “Plan”), which is annexed hereto as Schedule “B” to this Agreement.

AND WHEREAS the Municipality has been authorized by the County to require the Developer to agree to construct and install certain municipal services as hereinafter provided and herein referred to as the “Works” set out in Schedule “D” and to make financial arrangements with the Municipality for the installation and construction of required services before final approval of the Plan by the County.

AND WHEREAS the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Municipality in lieu of dedicating such land.

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement titled “Subdivision Agreement”.

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario.

“Certificate of Final Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.3.

“Certificate of Inspection Re: Readiness for Occupancy” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 8.10.

“Certificate of Preliminary Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.2.

“Chief Building Official” or “CBO” means the Director of Building and Planning or the Chief Building Official, or designate for the Municipality of Morris-Turnberry.

“Conservation Authority” means the Maitland Valley Conservation Authority and its successors and assigns.

“County” means the Corporation of the County of Huron and its successors and assigns.

“Damage/Lot Grading Deposit” means the amount of \$2000.00 per lot or block shall be paid by the Developer to the Municipality by way of cash or letter of credit as described in Section 8.9 of this Agreement.

“Developer” means, collectively, **RURAL MANAGEMENT INC.** and their respective successors and assigns. “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

“Director of Public Works” means the Director of Public Works or designate for the Municipality of Morris-Turnberry.

“Land and/or Lands” means the real property which is the subject of the Plan, the legal description of which is attached as Schedule “A”.

“Municipality” means the Corporation of The Municipality of Morris-Turnberry and its successors and assigns.

“Owner” means the Owner of a lot or block and may include the “Developer”.

“Plan” means the plan of subdivision relating to the Land, a draft copy of which is attached as Schedule “B”.

“Works” means the Works and services described in Schedule “D”.

1.2 List of Schedules

The following schedules are attached to and form part of this Agreement:

Schedule "A" -- Description of Lands Being Subdivided

Schedule "B" -- Plan of Subdivision

Schedule "C" -- Municipal Servicing Guidelines

Schedule "D" -- Checklist of Works to be Constructed

Schedule "E" -- Itemized Estimate of Costs of Construction of Each Part of the Works

Schedule "F" -- List of Lots Unsuitable for Building Purposes

Schedule "G" -- Owner's Final Grading Certificate

Schedule "H" -- List of Lands for Municipal Purposes and Easements to be Granted to the Municipality

Schedule "I" -- No Occupancy Agreement

Schedule "J" -- Application for Reduction of Security

Schedule "K" -- Form of Partial Release

Schedule "L" -- Conditions of Draft Approval

Schedule "M" -- Special Provisions

SECTION 2 ORDER OF PROCEDURE

2.1 Upon application to the Municipality for the preparation of an Agreement the Developer shall:

- (a) Pay to the Municipality the fee required by the Municipality's Tariff of Fees By-law.
- (b) Pay to the Municipality the sum of five thousand (\$5,000.00) dollars as a deposit in respect of the Municipality's legal and engineering costs referred to in Section 3.2 (a) herein.
- (c) Submit a General Plan outlining the services to be installed.

2.2 Prior to Registering the Agreement the Developer shall:

- (a) Deposit with the Municipality Securities and Insurance as outlined in the Agreement.
- (b) Pay in full any outstanding taxes or drainage, local improvement charges and charges under the Municipal Act including outstanding sewer rates and/or water rates.
- (c) Mutually agree with the Municipality on the parcel of land to be deeded to the Municipality for parkland or the amount of cash to be given to the Municipality in lieu of Parkland.
- (d) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality.
- (e) Provide proof of postponement of any encumbrances on the lands.
- (f) Deposit with the Municipality's Solicitor, copies of this Agreement executed by the Developer, to be executed by the Municipality and

retained by the Municipality's Solicitor for registration as hereinafter provided.

- (g) Deliver to the Municipality's Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, and a cheque in respect of the cost of the said registrations where upon the Municipality's Solicitor shall register this Agreement.

2.3 Prior to starting construction on the Services, the Developer shall:

- (a) Have obtained final approval of the Plan from the County and have obtained Registration of the Plan.
- (b) Have submitted and obtained the written approval of the Municipality's Engineer for the following all to be done in accordance with the Municipal Servicing Standards of the Municipality:
 - The Drainage Area Plans;
 - The Lot Grading Plan;
 - The Service Layout Plan for underground electrical services, telephone, gas, etc.;
 - Final approved drawings for all Works required in Schedule "D" to this Agreement.
- (c) Submit to the Municipality the Ministry of Environment, Conservation and Parks' Environmental Compliance Approval for the Water Supply and Distribution System (if required), the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- (d) Submit to the Municipal Engineer a completed Form 1 and supporting documentation for approval of the Water Distribution System.
- (e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachment, etc. of all road authorities including the Municipality, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority involved.
- (f) Have deeded to the Municipality the lands/blocks/easements listed in Schedule "H".
- (g) Arrange for and participate in a pre-construction meeting that includes the developer, the developer's engineer, the general contractor, municipal representatives, and the municipal engineer. The meeting is to be chaired by the developer's engineer. The municipality can be expected to include discussion on testing requirements for various component of the Works and upon the requirements of this agreement.

2.4 Prior to the issuance of building permits the Developer shall:

- (a) Have complied with all requirements of Section 8.9 of this Agreement.

2.5 Prior to any person occupying any building, the Developer shall:

- (a) Have complied with all the requirements of Section 8.10 of this Agreement.

SECTION 3 INSTALLATION OF SERVICES

3.1 General

Upon approval of the Plan by the County, the Developer shall design, construct and install at his own expense and in good workmanlike manner Municipal

services to the servicing standards of the Municipality as set out in Schedule “C” to this Agreement.

3.2 Municipality’s Legal and Engineering Costs

- (a) The Developer agrees to pay the Municipality’s cost of the Municipal Solicitor and of the Municipality’s Engineer’s invoices for the checking of plans and specifications and for supervision and inspection on behalf of the Municipality.
- (b) The Developer shall be invoiced regularly by the Municipality for all costs incurred by the Municipality with respect to this Agreement pursuant to Section 3.2 (a).
- (c) The Developer shall reimburse the Municipality for all costs incurred by the Municipality as referred to in Section 3.2 (a) herein, within thirty (30) days of each billing, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.
- (d) The deposit referred to in Section 2.1 (b) of this Agreement shall be retained by the Municipality as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Municipality and the Municipality being satisfied, in its discretion, that all costs in Section 3.2 (a) herein and any contingencies with respect to the Subdivision have been paid in full.
- (e) The Developer shall pay to the Municipality, on thirty (30) days written notice from the Municipality, such amount as is necessary to maintain the deposit referred to in Section 2.1 (b) at the sum of five thousand (\$5,000.00) dollars, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.

3.3 Developer’s Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To prepare the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County Health Unit and the Ministry of Environment, Conservation and Parks, and others as required.
- (e) To provide the field layout, the contract documentation and the full time supervision of construction.
- (f) To maintain all records of construction and upon completion, to advise the Municipality’s Engineer of all construction changes and to prepare final “as built” drawings. Paper prints and digital versions of the “as built” drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance.
- (g) To act as the representative of the Developer in all matters pertaining to the construction.
- (h) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality’s Engineer, for all Works specified in this Agreement.
- (i) To provide certification that the installation of services was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality’s Solicitor and the Municipality’s Engineer.

- (j) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the subdivision in accordance with this Agreement and good engineering practices.
- (k) The Developer shall notify the Municipality immediately if they change the Professional Engineer employed by the Developer for the development of the Lands.

3.4 Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development, the Municipality's Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at his expense, construct, install or perform such additional Works at the request of the Municipality's Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality's Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the plan has been registered and the Developer has provided 72 hours written notice to the Municipality's Engineer of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide 72 hours written notification to the Municipality's Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If he fails to do so, having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Municipality, then upon the Municipality giving seven (7) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary Works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and Works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Municipality must enter upon said lands and have Works completed or repaired due to situations as outlined above any or all original mylars and specifications prepared by the Developer's Engineer must be turned over to the Municipality's Engineer for his use should he require same. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Municipality. The Municipality, in addition to all other remedies may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Municipality.

Without limiting the obligations of the Developer herein, if the Developer shall default on the performance of any term, covenant or provision of this Agreement and if such default shall continue for ten (10) days after the Developer receives written notice of such default by the Municipality (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Municipality may perform that obligation on the Developer's behalf and may enter onto the lands constituting the Plan for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Municipality, together with all interest thereon and any damages incurred, shall be payable by the Developer and shall be collectible by the Municipality in like manner as municipal taxes. The Developer also acknowledges and agrees that the Municipality has the right to draw down any Letters of Credit, cash or other security for the purpose of collecting any such expenses incurred by the Municipality.

3.8 Scheduling of Works

Prior to the start of construction and prior to the issuance of building permits, the Developer shall supply for the approval of the Municipality's Engineer a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Municipality's Engineer may amend this schedule and the Developer must construct, install or perform the work as the Municipality's Engineer from time to time may direct.

3.9 Contractor

The said services shall be installed by an experienced, competent contractor or contractors retained by the Developer.

3.10 Utility Costs and Charges

The Developer shall deal directly with all Utility companies. He or his Consulting Engineer, shall obtain all approvals and permits and pay all fees and charges directly to the appropriate Utility.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Municipality's Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Municipality. To obtain such consent, the Developer shall advise the Municipal Clerk, not later than 14 days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Municipality's Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development.

Excess topsoil may be removed from the site with the approval of the Municipality's Director of Public Works.

3.13 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the development and shall pay for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

3.14 Signs

Signs at least 1.2 m x 1.2 m shall be erected by the Developer in an approved location at each entrance to the Subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality - Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and be removed after all the roads have received a Certificate of Final Acceptance.

3.15 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., both within the Development and downstream during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the land to the satisfaction of the Municipality's Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Municipality's By-law Officer, the Municipality may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Municipality to do so, the Municipality may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand,

which costs shall include all expenses incurred by the Municipality in carrying out such removal and disposition. The burning of construction refuse, debris of weeds, whether it be from site servicing or house building or any other source related to the development of the site on any lands within the Plan is prohibited.

3.19 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Director of Public Works shall notify the Developer in writing from time to time of the requirements of the Municipality.

3.20 Street Names

The Developer shall name all streets within the Land forming part of the Plan with names approved by the Municipality.

3.21 Municipal Street Numbers

- (a) All Lot, Block or building numbers for use within the Plan shall be allocated the County. To obtain such allocation, the Developer shall furnish the Chief Building Official with a copy of the Plan as registered to be forwarded to the County for allocation.
- (b) The Developer shall display by means of a legible sign at least 300 mm x 300 mm to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- (c) Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

3.22 Blasting

The Developer agrees that no blasting will be undertaken without the written consent of the Municipal Engineer.

3.23 Driveways

The Developer hereby agrees that the driveways for all lots will be in a location and have a width and design as may be approved by the Municipality. Without in any way limiting the discretion of the Municipality, the location of the driveways may be further limited by special provision in Schedule "M" of this Agreement. Further, all driveways for all lots in the plan should be located in a manner that will minimize the amount of snow that will accumulate in the lot's driveway. The location of driveways is particularly important with respect to all corner lots located in the plan, as these driveways entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Municipality's efforts to remove snow.

3.24 Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the lands constituting the Plan, the

Developer hereby agrees to notify the Municipality and the Ministry of Environment, Conservation and Parks immediately and take all necessary steps and remedial efforts required by the Ministry of Environment, Conservation and Parks and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up of lands constituting the Plan and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the said lands.

SECTION 4 ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Municipality will grant Preliminary or Final Acceptance of servicing based upon three (3) stages of construction; and when the development is phased, within the whole of each phase as approved by the Municipality. Stages of construction are as follows:

- (a) Stage 1 - consists of all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermains and the completion of Granular "B" road base and a portion of the Granular "A" for a riding surface.
- (b) Stage 2 - services shall include the balance of the road Works including granular, base asphalt, grading of boulevard areas, sidewalks, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and other utilities such as gas, telephone and Cable T.V.
- (c) Stage 3 - services including the final coat of asphalt, topsoil and seeding, trees, fencing and any other requirements of this agreement.

4.2 Inspection and Acceptance of the Works

When all of the services in any stage of servicing as identified above have been completed and the Municipality's Engineer has been given written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement and upon satisfactory inspection by the Municipality's Engineer, the Municipality's Engineer will recommend that the Municipality grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied the applicable services have been completely installed;
- Satisfied all repairs or maintenance work on the applicable services have been completed.

and the Municipality has:

- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
- Received as-built drawings as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Municipality will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality, or other authorized persons for the purposes for which such Works were designed.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.
- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the final acceptance by the Municipality, the Developer shall deliver to the Municipal Clerk a statement from an Ontario Land Surveyor approved by the Municipality that after the completion of the work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the services described shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all services including hydro costs for street lights, until a Certificate of Final Acceptance is issued for the Stage 2 services by the Municipality. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each Stage of the Works. During this maintenance period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Clause 9.3 (e) of this agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

The Developer will be responsible for the maintenance of the roads until final acceptance.

Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access within the Subdivision.

In the event that proper maintenance or snow removal is not provided by the Developer, the Municipality, through its servants, contractors or agents may provide maintenance and/or remove snow without notice to the Developer. Such work will be carried out at times deemed to be an emergency by the Municipality's Director of Public Works. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Municipality pursuant to this contract before the roads are accepted by the Municipality shall not be deemed in any way, to be an acceptance by the Municipality of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Municipality that he might have arising therefrom and covenants that he will make no claim against the Municipality for such interference or damage. Representation may be made requesting that the Municipality consider entering into a separate Agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

Employees or agents of the Municipality may enter onto the Land at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 6 DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Municipality's Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Subdivision. Except for the actual area of roadway construction and installation of services, no trees whether on the road allowance, or on the parkland, or on the individual lots, shall be removed without the Municipality's written permission.

6.3 Lots Unsuitable for Building

Any lot which will require special attention in order to be serviced will be listed in Schedule “F” of this Agreement. Prior to the issuance of a building permit for any lot listed in Schedule “F”, the Developer’s Engineer must submit a letter to the Municipality’s Engineer outlining the measures to be taken to correct the problems on the lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Municipality’s Engineer; provided that for residential lots and blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and such further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall grading plan is functional until the Lands are fully developed.

(a) Obligation to Grade According to Lot Grading Plan

The Lands shall not be graded except in general conformity with the grades and elevations shown on the Accepted Grading Plan. The Plan shall bear the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (hereinafter called a “Professional Engineer”) or a Registered Ontario Land Surveyor who certifies thereon that the Plan generally conforms with the Lot Grading Plan attached to the Agreement or filed with the Municipality’s Engineer.

(b) Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until a Building Lot Site Plan certified by a Registered Ontario Land Surveyor or Professional Engineer has been filed with and approved by the Chief Building Official of the Municipality. The Building Lot Site Plan shall show:

- the proposed finished elevation of these lands at each corner of the lot or block;
- the proposed finished elevation of these lands at the front and rear of the building;
- the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed finished height of the foundation of the building;
- the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- the location of eavestrough downspouts; no downspouts will be allowed to discharge in a sideyard between residences;
- swale location and elevations;
- sidewalk;
- service and driveway locations;
- any abrupt changes in the proposed finished elevation of these lands; and

- the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

The Developer hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Municipality's Engineer.

The Developer shall complete such other actions as may be required by the Municipality, acting reasonably, to ensure that the subdivision is developed in accordance with the terms of this Agreement and good engineering practices.

(c) Owner's Final Grading Certificate

- No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, with the Municipality's Chief Building Official, an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of a Professional Engineer or Registered Ontario Land Surveyor that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan.
- If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate is not filed prior to occupancy with the Municipality's Chief Building Official, then the Owner shall provide the Municipality's Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Municipality's Chief Building Official by the following June 1.
- If and when the Owner's Final Grading Certificate is accepted by the Municipality's Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9 (i) is returnable to the Owner subject to this Section and Section 8.9 (i) of this Agreement.
- The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Municipality, and the Owner fails to make such rectification when so instructed by the Municipality, the Municipality may, at its option, undertake the correction of such drainage and all costs over and above the two thousand dollar (\$2,000.00) deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the Land except in accordance with drainage plans approved by the Municipality. In addition to any other remedy, the cost for such rectification if completed by the Municipality will be at the expense of the subsequent owner and the Municipality may recover such expense under Section 446 of the *Municipal Act, 2001* in the same manner as taxes.

(d) Obligation to Maintain Grading

After the building or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading

Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block.

(e) Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means.

(f) Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Municipality's Engineer.

6.5 Maintenance of Lot Grading

The facilities and Works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

Should, for any reason, the Developer or subsequent Owner fail to maintain the lot grading, they acknowledge that the Municipality, or in the case of a subsequent Owner, the Municipality or the Developer may enter onto said property to correct any drainage issues. The cost for any such correction completed by the Municipality will be at the expense of the subsequent Owner and the Municipality may recover such expense under Section 427 of the Municipal Act in the same manner as taxes.

SECTION 7 LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Municipality, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Municipality, or to make a cash payment in lieu thereof as stipulated by the Municipality and also to convey to the Municipality in fee simple, the 0.3 metre reserves and other lands required by the Municipality. The deeds for the said lands are to be approved by the Municipality's Solicitor and thereafter forthwith registered and deposited with the Municipal Clerk. The cost for preparation and registration of the said deeds shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Municipality shall be set out in Schedule "H" of this Agreement.

7.2 Easements

The Developer agrees to grant at his expense all such easements and right-of-ways as may be required for the installation and supply of services to the Subdivision. A list of easements and right-of-ways to be granted to the Municipality shall be set out in Schedule "H" of this Agreement.

7.3 Turning Circles

The Municipality may require the installation of temporary turning circles. Where such are required, the Developer shall convey the appropriate blocks to the Municipality for the purposes of providing the Municipality with sufficient land to construct said turning circle(s). The block(s) conveyed to the Municipality shall only constitute that portion of land required by the Municipality for the actual

roadway of the turning circle. The temporary turning circle shall be constructed in accordance with Schedule "C" of this Agreement. The Developer and the Municipality acknowledge that the block(s) conveyed to the Municipality for turning circles shall be reconveyed to the owners in the event that the street is connected in the future. Such conveyance and reconveyance of the block(s) shall be completed at no expense to the Municipality. A list of said blocks is included in Schedule "H" of this Agreement.

SECTION 8 ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one year from the date of the signing of this Agreement, the Municipality may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Municipality pursuant to this Agreement or any other agreement between the Developer and the Municipality referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Municipality", unless specifically stated otherwise.

8.3 Phasing

- (a) The Municipality may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Municipality does not so instruct the Developer, before commencement of any of the Works, he may request the Municipality's permission to divide the area into convenient phases.
- (b) If the construction of the Works is to be phased, then in lieu of furnishing securities as required by Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s).
- (c) The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning ("H") provision by means of a by-law to be passed by the Municipality under Section 36(1) of the Planning Act, R. S. O. 1990 c. P. 13 at the Developer's expense.
- (d) Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning ("H") provision and after the deposit with the Municipality of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Municipality shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.
- (e) Before proceeding with an additional phase, the Developer shall obtain the written approval of the Municipality and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Municipality.
- (f) Subject to Section 8.15 herein, commencement of construction within subsequent phases of this subdivision, or other subdivisions of the Developer herein within the municipality may not proceed.

8.4 Developer's Liabilities

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality

against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' notice of termination of such policy. The policy shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

8.6 Legal Notice to Developer and Municipality

Any notice required to be given hereunder may be given by fax, personal service delivered directly to the Developer or the Developer's engineer or by registered mail addressed to the Developer at its principal place of business, as identified in this Agreement or as provided by the Developer from time to time or as shown on the last revised assessment roll in the possession of the Municipality's Clerk, and shall be effective as of the date delivered or sent via fax or shall be effective, in the case of registered mail, the 5th day after the date the Notice was deposited in the Post Office.

Any notice required to be given to the Municipality hereunder shall be given to the Municipality by registered mail to:

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

8.7 Registration

The Developer consents and authorizes the registration of this Agreement by the Municipality's Solicitor on title to the Lands both before and after the registration of the Plan in the Land Registry Office, which said registration is at the sole discretion of the Municipality and all costs of registration shall be paid for by the Developer.

The Developer hereby agrees that until the Municipality has registered this Agreement upon title to the Lands, no lots or blocks in the plan shall be conveyed.

8.8 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Land (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge.

Further, the mortgagee, if any, agrees that in the event of him assigning or transferring the mortgage on the lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

8.9 Requirements for Building Permits

The approval of the Plan by the Municipality or the acceptance by the Municipality of the Works shall not be deemed to give any assurance that Municipal building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming titled from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Municipality. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every Builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and Builders. The Municipality shall have the right to refuse any such application until:

- (a) Preliminary Acceptance has been granted for Stage 1 servicing for that phase of the Subdivision.
- (a) The Developer has provided written confirmation that lands/blocks/easement listed in Schedule "H" have been conveyed to the Municipality.
- (b) The Developer has provided sufficient documentation to the Municipality's Engineer confirming that electrical distribution and street lighting and the remaining underground services, telephone, cable t.v., and gas are being scheduled for installation; and will be completed within six (6) weeks of the date of issuance of the building permit.
- (c) Approval of the Municipality has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto.
- (d) A certificate has been given by the Municipality's Chief Building Official that the building location is in compliance with the zoning by-law of the Municipality.
- (e) The signs denoting "Unassumed Roads" have been installed at the entrances to the Subdivision.
- (f) All dead trees within the limit of the Plan have been removed.
- (g) All street identification signs required by this Agreement have been installed and are in place.
- (h) Payment to the Municipality by cash or letter of credit in the amount of \$2,000.00 as a Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") per Lot or Block in the Plan of which the sum of \$100.00 is non-refundable. The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner's Final Grading Certificate has been filed with and accepted by the Municipality's Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Municipality's Chief Building Official and Municipality's Director of Public Works.
- (i) With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the

Municipality's Chief Building Official or the Municipality's Director of Public Works, the Municipality may, at its option, undertake the repair of such damage and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out and shall be payable forthwith.

- (j) Payment to the Municipality by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Municipality.
- (k) A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Municipality pursuant to Section 6.4 (b).
- (l) The Developer agrees that the preceding requirements in this Section 8.9 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to the issuance of Building Permits.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Municipality's Chief Building Official and the said Certificate shall not be issued until:

- (a) Preliminary Acceptance has been granted for Stage 2 servicing for the phase of the Subdivision including the Lot or Block.
- (b) The roadway from the entrance of the Subdivision to and including the lot or block of which the building is a part, has received the base course asphalt.
- (c) The electrical distribution plant including street lights have been installed and approved by the Utility.
- (d) The traffic and street signs have been installed and approved by the Municipality's Engineer.
- (e) Subject to Section 6.4 (c), the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Municipality's Chief Building Official pursuant to Section 6.4 (c).
- (f) The telephone lines, cable T.V. and gas mains have been installed and approved by the Municipality's Engineer.
- (g) The Developer agrees that the preceding requirements in this Section are in addition to and not in substitution of the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23, and any amendments thereto and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Municipality's Engineer. The Municipality agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or Builder has executed a No-Occupancy Agreement (Schedule "I") and the Municipality may require a deposit or Letter of Credit as a guarantee of no-occupancy. In the event that the Developer fails to meet all the requirements set out in Section 8.10 for any building permit that is issued pursuant to the Developer's delivery of a No-Occupancy Agreement, the Developer hereby acknowledges that the deposit shall be immediately forfeited to the Municipality. Such failure to meet the Section 8.10 obligations shall constitute a breach of this Agreement and the Municipality may immediately draw down any security held under this Agreement to complete any work required or fulfill any other requirements of Section 8.10 for any model home that was built pursuant to this Section 8.11.

8.12 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

The Developer acknowledges that the Municipality is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Municipality is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Municipality may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification to Purchaser

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Municipality pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale. Further, the Developer shall furnish a list of those services included in the purchase, specifying those installed and those to be installed at no additional cost.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1 and Stage 2 services. In any phase, the top coat of asphalt shall be completed within twenty-four (24) months of preliminary acceptance of Stage 2 of the services; unless written consent altering this condition is received from the Municipal Engineer. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 3.7 of this

Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five years. Failure to commence construction within the time schedule above may result in the Municipality declaring this Agreement to be null and void, and the Municipality may deem the property not to be a Plan of Subdivision.

8.16 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Municipality or the Municipality’s Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Municipality to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

The only duty and responsibility of the Municipality’s Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality’s Engineer under this Agreement do not in any way create any liability on the part of the Municipality’s Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

8.18 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Municipality’s Engineer shall decide which provisions shall prevail.

8.19 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

8.20 Amendment

Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.21 Further Assurances

The Developer agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

8.22 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

8.23 Headings

The headings contained herein are for reference only.

8.24 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and assigns.

SECTION 9 FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

Development Charges shall be paid in accordance with the current Development Charges By-law of the Municipality.

The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, the Local Improvement Act, and the Municipal Act, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the property on the Plan. Before the Plan is approved the Developer agrees to commute and pay the Municipality's share of any charges made under the said Drainage Act, the said Local Improvement Act and the said Municipal Act presently servicing this property and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the Works and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of all of the Works as set out in Schedule "E" and as approved by the Municipality's Engineer and Municipal Council, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of all Works as set out in Schedule "E" and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 100% of the Schedule "E" estimate.
- (d) Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Municipality's Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities.
- (e) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the

present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”

- (f) Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.
- (g) The amount for securities shall be submitted by the Engineer for the Developer to the Municipal Engineer for review. The agreed upon security amount shall be inserted in Schedule “E” to this Agreement.

The Municipality reserves the right, at any time, to review the amount of security deposited in light of the value of the work remaining to be completed for any current or subsequent phases of the project and to require an adjustment in the securities, such adjustment to be based upon any anticipated changes to site conditions or construction costs.

9.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

- (a) To obtain a reduction in security the Developer shall file with the Municipality’s Engineer a written application in accordance with Schedule “J” attached hereto.
- (b) The application shall include written confirmation from the Developer’s Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality’s Engineer who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.
- (d) The value of the reduction shall be based upon the one hundred percent (100%) of the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application. Should Final Acceptance be granted for any Stage or Stages of the works, then the reduction shall be based upon one hundred percent (100%) of the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works for those Stages of construction that have not received Final Acceptance to the date of the application
- (e) As a minimum security, subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” or twenty thousand dollars (\$20,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services, he shall supply the Municipality with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 The Construction Act, R.S.O. 1990 c. C.30

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Act, R.S.O. 1990, c. C.30, and will otherwise indemnify and save harmless the Municipality against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demands of the Municipality's Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the land described in Schedule "A" attached hereto, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Municipality to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

The Municipality may enact a bylaw, or by-laws to provide that the Clerk is to execute a partial release of this Agreement, which partial release should be in the form attached hereto as Schedule "K". The completion and registration of such partial release shall constitute a full and final release of the obligations of the Developer with respect to the matters specified in the release, with the exception of lot grading requirements included in Section 6 of this Agreement, as established hereunder with respect to the lot named therein.

SECTION 10 SPECIAL PROVISIONS – see Schedule "M"

- 10.1 The Developer and the Municipality agree that the provisions set forth in the attached Schedule "M" form an integral part of this Agreement.

SECTION 11 FINALIZATION OF AGREEMENT

- 11.1 The Developer and Mortgagee(s), if any, hereby authorize the Municipality to add to Schedule "A" to this Agreement and to all deeds, easements and other documents delivered by the Developer to the Municipality to fulfil the terms of this Agreement, the number of the Plan once registered.

SECTION 12 SIGNATURES

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals attested to by the hands of the proper officer duly authorized on its behalf.

(RURAL MANAGEMENT INC.
(
(
(Title:
(I/We have authority to bind the Corporation
(
(THE CORPORATION of THE MUNICIPALITY
(OF MORRIS-TURNBERRY
(
(Mayor
(
(
(Clerk
(We have authority to bind the Corporation

Developer’s Address: 40747 Morris Road, Brussels, ON, N0G 1H0

Developer’s Telephone: 519-357-6370

Developer’s Email: smichie@royallepage.ca

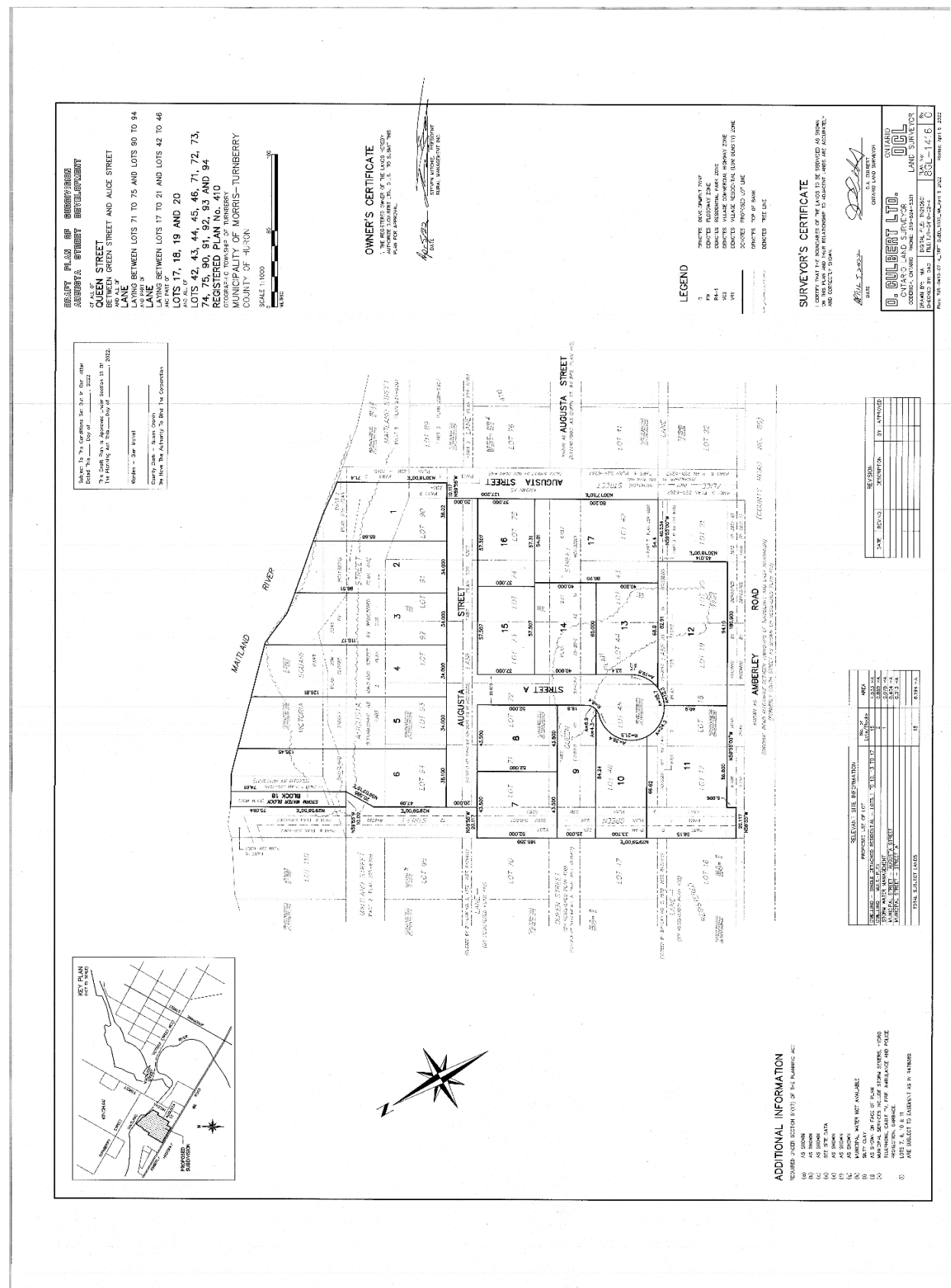
SCHEDULE “A” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

Concession B, Part Lot 6 and 7, Plan 410, Lots 17-20, 71-75, 90-94 in addition to Maitland St., Green St., and Alice St., Geographic Township of Turnberry, Municipality of Morris-Turnberry.

PLAN OF SUBDIVISION



SCHEDULE “C” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

MUNICIPAL SERVICING STANDARDS

Municipal Services shall be designed and constructed in accordance with Morris - Turnberry's Servicing Guidelines dated November , 2022.

SCHEDULE “D” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

CHECKLIST OF WORKS TO BE CONSTRUCTED

1.	Roads complete with asphalt paving	X
2.	Storm Water Management Plan, and storm sewer system	X
5.	Grading and requirements of a site grading plan	X
6.	Underground electrical distribution system and an electrical service	X
7.	Street lighting	X
8.	Utility obligations – telephone, cable t.v., gas service	X
10.	Topsoil and seed on boulevard from property line to curb	X
13.	Lot house number signs.	X
14.	Street name signs.	X
15.	Traffic signs, as required.	X

Note: Works Required Denoted by: X

SCHEDULE “E” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS**

ITEM	AMOUNT
Grading	91,750.00
Storm Sewers and Culvert	45,950.00
Roads	144,150.00
Landscaping and Lighting	114,500.00
Subtotal Construction	396,350.00
Allowance for Engineering	27,650.00
Subtotal	424,000.00
HST 13% - rounded	55,000.00
Total Security	479,000.00

SCHEDULE “F” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – CLAUSE 6.3

None

NOTE: Copies of this Owner's Final Grading Certificate are available at the Municipality's Building Department.

SCHEDULE “H” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE MUNICIPALITY

Roads,
Block 18 for Stormwater Management

0.3 m reserves will be provided:

- Along the west side of Lot 6, from Augusta to Block 18
- Along the westerly side of Lots 7, 9, 10 and 11
- Along the southerly side of Lots 11 and 12

LIST OF EASEMENTS TO BE GRANTED TO THE MUNICIPALITY

None

SCHEDULE “I” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

NO OCCUPANCY AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, the Parties hereto mutually covenant and agree as follows:

1. In consideration of the Corporation of the _____ of _____ issuing a building permit to the Owner for

Owner _____, the
covenants and agrees that it will not apply for an occupancy permit until the above referred to services have been installed to the satisfaction of the Municipality;

2. The Municipality hereby acknowledges that it has a cash deposit from the Developer in the sum of _____ and will use its best efforts to see to it that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
This _____ day of _____, 20____.

(DEVELOPER (NAME OF DEVELOPER)
(
(THE CORPORATION OF THE
(_____ OF _____
(
(
(Mayor
(
(
(Clerk
(We have authority to bind the Corporation.

SCHEDULE “J” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

APPLICATION FOR REDUCTION OF SECURITY

To: (Name of Municipality’s Engineer), Engineer, _____ of _____

Developer: (Name of Developer)

Agreement: (Date of Agreement)

Property: (Legal Description of Property)

Application No. (Specify number of application)

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Agreement between the Developer and the Municipality.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Municipality’s Engineer with full knowledge that the Municipality’s Engineer and the Municipality will rely upon the information contained herein in granting a reduction of the security held by the Municipality pursuant to Section 9.2 of the said Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 201____.

Signature of Developer’s Engineer

Name of Developer’s Engineer

SCHEDULE “K” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF:

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of the Corporation of the _____ of _____ under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE the Corporation of the _____ of _____ releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.5 in said Instrument No. _____, as amended, and certifies that all other provisions of that Agreement, as amended, are no longer binding with respect to the said lands. The lands released hereby are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the _____ of _____ (_____), County of _____ and being composed of Lot _____ Registered Plan _____, the _____ of _____ has, by Bylaw _____, registered in the said registry office as Instrument No. _____, provided that this Partial Release shall be executed by the Clerk and sealed with its seal.

DATED this _____ day of _____, 20____

Clerk

SCHEDULE "L" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

CONDITIONS OF DRAFT APPROVAL

The Conditions of Draft Approval for File No. 40T22004 for the Corporation of the County of July 27, 2022 as attached hereto.

Draft Plan Conditions for Plan of Subdivision file 40T22004

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

Local Municipality: Municipality of Morris-Turnberry

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

Date of Draft Approval: July 27, 2022

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

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

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

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

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

Description

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

General

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

Phasing

3. That the subdivision may proceed in phases as determined in the detailed design phase.
4. That any road or storm water management and drainage infrastructure required for the independent development of any phase shall be completed to the satisfaction of the Municipality of Morris-Turnberry and the Maitland Valley Conservation Authority, prior to the registration of the respective phase.
5. That any additional requirements of phasing will be addressed in the Development Agreement between the development and the Municipality of Morris-Turnberry,

Roads

6. That road allowances included in the draft plan shall be shown and dedicated as public roads.
7. That the roads be developed to a standard acceptable to the Municipality of Morris-Turnberry.

8. That the roads shown on the draft plan be named to the satisfaction of the Municipality of Morris-Turnberry.

9. That any temporary turning circles, hammer heads, dead ends and/or open sides of road allowances created by this Plan of Subdivision be accompanied in the municipal road allowance to the satisfaction of the Municipality of Morris-Turnberry.

10. Any dead ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the Municipality of Morris-Turnberry until required for future road allowance or access to adjacent land.

Reserves, Easements and Blocks

11. Any easements as may be required for any utility purposes, including but not limited to, telecommunications, cable, gas and hydro shall be granted by the Subdivider to the appropriate authorities to their satisfaction.

12. At the time of registration of the plan all easements will be provided by the developer to the satisfaction of the Municipality.

13. Block 18 be conveyed to the Municipality of Morris-Turnberry for stormwater management purposes.

Parkland

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

Subdivision Agreement

15. Prior to registration of the plan the Developer shall enter into a Subdivision Agreement with the Municipality of Morris-Turnberry and such agreement be registered against the lands to which it applies.

16. That the Subdivision Agreement between the Developer and the Municipality of Morris-Turnberry address the following and any other requirements deemed necessary:

- a. Provide for the installation and connection to all public services, including but not limited to: telecommunications, cable, gas and hydro;
- b. Provision for phases as per the detailed design phase;
- c. Provision for roads to a standard acceptable to the Municipality of Morris-Turnberry and for the naming of such roads;
- d. Provision of storm water management facilities
- e. Provision of grading and drainage plans and related installations;
- f. Provisions to address requirements by other review agencies; and
- g. Other such matters as determined by the Municipality of Morris-Turnberry.

17. That the Subdivision Agreement shall be registered against the lands to which it applies once the plan of subdivision has been registered.

18. That the Developer agrees in writing, to the satisfaction of the Municipality, that no work, including but not limited to tree cutting, grading or filling, will occur on the lands until such time as the Developer has obtained written permission from the Municipality or has entered into a Subdivision Agreement with the Municipality.

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

Engineering Drawings

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

Servicing

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

22. That all utility installations shall be located underground.

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

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

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

Canada Post

26. The Subdivision Agreement shall contain the following clauses:

- a. The Developer agrees to consult with Canada Post and the Municipality of Morris-Turnberry to determine suitable permanent locations for Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans and will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads to the satisfaction of Canada Post and the Municipality of Morris-Turnberry.
- b. The Developer agrees, prior to offering any units for sale, to display a map on the walls of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- c. The Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs and final grading are completed at the permanent Community Mail Box locations. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- d. The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i) Any required walkway across the boulevard, per Municipality standards.
 - ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.
 - iii) A Community Mail Box concrete base pad per Canada Post specifications.

Storm Water Management

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

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

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

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

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

Financial Requirements

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

12.1.1 Zoning

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

Clearances

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

ADMINISTRATION

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

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron, Planning and Development Department, quoting the County file number.

2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a minimum of two weeks to review an application for final approval of a Plan of Subdivision.

3. A copy of the final M-Plan is required by the County of Huron and the Municipality of Morris-Turnberry.

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

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

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

7. Clearances are required from the following:

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

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

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

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

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

Condition # _____
Bell Canada

SCHEDULE "M" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

SPECIAL PROVISIONS

The following special provisions apply to this Agreement:

1. Parkland

Prior to the registration of the plan, the Developer agrees to pay cash in lieu of parkland in the amount of \$300 per lot for a total of \$5,100.

2. Phasing

There will be no phasing of registration or servicing of the development.

3. Canada Post

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

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

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

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

Any required walkway across the boulevard, per Municipality standards.

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

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

4. Water Supply

It is the intent that all lots will be serviced by 5 communal wells. These will be private systems, installed by the Developer or subsequent Owners to service multiple lots.

5. Snow Plowing

Section 5.2 of this agreement requires the developer to be responsible for new municipal roads including the plowing of snow. Augusta Street is currently owned and maintained by the Municipality and snow removal will continue to be provided.

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
Télec.: 705 330-4191

File Reference:

612-20

September 29, 2022

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2023 Annual Billing Statement package.

This year's billing package includes a statement for the 2021 year-end reconciliation. The final cost adjustment calculated as a result of the 2021 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2023 calendar year.

The current OPPA uniform and civilian collective agreements expire on December 31, 2022. The estimated salary rates incorporated in the 2023 municipal policing annual statements are set to reduce the risk of municipalities potentially incurring larger reconciliation adjustments. A 1% general salary rate increase has been estimated.

The final reconciliation of the 2023 annual costs will be included in the 2025 Annual Billing Statement.

For more detailed information on the 2023 Annual Billing Statement package please refer to the resource material available on opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in November. An email invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement, please email OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

A handwritten signature in black ink, appearing to read "Phil Whitton", with a long horizontal flourish extending to the right.

Phil Whitton
Superintendent
Commander, Municipal Policing Bureau

OPP 2023 Annual Billing Statement

Morris-Turnberry M

Estimated costs for the period January 1 to December 31, 2023

Please refer to www.opp.ca for 2023 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,328		
	Commercial and Industrial	97		
	Total Properties	1,425	165.66	236,068
Calls for Service	(see summaries)			
	Total all municipalities	178,576,909		
	Municipal portion	0.1129%	141.44	201,557
Overtime	(see notes)		16.35	23,292
Prisoner Transportation	(per property cost)		1.17	1,667
Accommodation/Cleaning Services	(per property cost)		4.87	6,940
Total 2023 Estimated Cost			329.49	469,524
2021 Year-End Adjustment	(see summary)			3,410
Grand Total Billing for 2023				472,934
2023 Monthly Billing Amount				39,411

OPP 2023 Annual Billing Statement

Morris-Turnberry M

Estimated costs for the period January 1 to December 31, 2023

Notes to Annual Billing Statement

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2023 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.5 % Base Services and 49.5 % Calls for Service. The total 2023 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$165.66 estimated for 2023. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2018, 2019, 2020 and 2021 has been analyzed and averaged to estimate the 2023 costs. The costs incorporate the estimated 2023 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2023 hours and salary rates and included in the 2025 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2023 costs have been estimated based on the 2021 activity levels. These costs will be reconciled to the actual cost of service required in 2023.

There was no information available about the status of 2023 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2021 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2023 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2023 to December 31, 2023

Salaries and Benefits	Positions	Base	Total Base Services and Calls for Service		Base Services		Calls for Service
			\$/FTE	\$	\$	\$	\$
Uniform Members	Note 1						
Inspector	25.64	100.0	168,322	4,315,781	4,315,781	-	
Staff Sergeant-Detachment Commander	9.73	100.0	150,818	1,467,464	1,467,464	-	
Staff Sergeant	35.10	100.0	140,922	4,946,367	4,946,367	-	
Sergeant	220.08	50.5	126,129	27,758,391	14,029,289	13,729,102	
Constable	1,623.19	50.5	107,709	174,832,740	88,363,674	86,469,066	
Part-Time Constable	11.74	50.5	86,136	1,011,235	510,785	500,449	
Total Uniform Salaries	1,925.48			214,331,978	113,633,360	100,698,618	
Statutory Holiday Payout			4,764	9,116,603	4,773,719	4,342,884	
Shift Premiums			1,111	2,061,210	1,041,767	1,019,444	
Uniform Benefits - Inspector			28.23%	1,218,345	1,218,345	-	
Uniform Benefits - Full-Time Salaries			31.57%	65,982,867	34,350,305	31,632,562	
Uniform Benefits - Part-Time Salaries			15.55%	157,247	79,427	77,820	
Total Uniform Salaries & Benefits				292,868,250	155,096,922	137,771,327	
Detachment Civilian Members	Note 1						
Detachment Administrative Clerk	171.79	50.5	67,806	11,648,405	5,887,601	5,760,804	
Detachment Operations Clerk	1.86	50.5	64,114	119,253	60,268	58,985	
Detachment Clerk - Typist	0.32	50.5	58,491	18,717	9,359	9,359	
Court Officer - Administration	22.43	50.5	69,141	1,550,836	784,060	766,775	
Crimestoppers Co-ordinator	0.80	50.5	64,554	51,643	25,822	25,822	
Total Detachment Civilian Salaries	197.20			13,388,854	6,767,109	6,621,744	
Civilian Benefits - Full-Time Salaries			32.15%	4,304,516	2,175,626	2,128,891	
Total Detachment Civilian Salaries & Benefits				17,693,370	8,942,735	8,750,635	
Support Costs - Salaries and Benefits	Note 2						
Communication Operators			6,698	12,896,865	6,751,718	6,145,147	
Prisoner Guards			2,074	3,993,446	2,090,633	1,902,812	
Operational Support			5,604	10,790,390	5,648,944	5,141,446	
RHQ Municipal Support			2,713	5,223,827	2,734,758	2,489,069	
Telephone Support			131	252,238	132,051	120,187	
Office Automation Support			680	1,309,326	685,454	623,873	
Mobile and Portable Radio Support			250	484,305	253,488	230,818	
Total Support Staff Salaries and Benefits Costs				34,950,397	18,297,046	16,653,352	
Total Salaries & Benefits				345,512,017	182,336,703	163,175,314	
Other Direct Operating Expenses	Note 2						
Communication Centre			147	283,046	148,179	134,867	
Operational Support			991	1,908,151	998,948	909,203	
RHQ Municipal Support			122	234,909	122,978	111,930	
Telephone			1,496	2,880,518	1,507,998	1,372,520	
Mobile Radio Equipment Repairs & Maintenance			56	108,484	56,781	51,703	
Office Automation - Uniform			2,282	4,393,945	2,300,302	2,093,644	
Office Automation - Civilian			1,490	293,828	148,508	145,320	
Vehicle Usage			8,999	17,327,395	9,071,172	8,256,223	
Detachment Supplies & Equipment			406	781,745	409,256	372,489	
Uniform & Equipment			2,105	4,077,848	2,134,365	1,943,483	
Uniform & Equipment - Court Officer			921	20,658	10,444	10,214	
Total Other Direct Operating Expenses				32,310,526	16,908,931	15,401,595	
Total 2023 Municipal Base Services and Calls for Service Cost				\$ 377,822,543	\$ 199,245,634	\$ 178,576,909	
Total OPP-Policed Municipal Properties					1,202,724		
Base Services Cost per Property					\$ 165.66		

OPP 2023 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2023 to December 31, 2023

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2018 through 2021. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 88.91 FTEs with a cost of \$15,713,060 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2023 salaries were estimated based on the 2022 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.0% for 2023 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2022-23). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.5% Base Services : 49.5% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2022 Municipal Policing Cost-Recovery Formula.

OPP 2023 Calls for Service Billing Summary
Morris-Turnberry M
Estimated costs for the period January 1 to December 31, 2023

Calls for Service Billing Workgroups	Calls for Service Count					2023 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2023 Estimated Calls for Service Cost
	2018	2019	2020	2021	Four Year Average				
					A	B	C = A * B		
Note 1	Note 2					Note 3		Note 4	
Drug Possession	2	3	2	5	3	7.1	21	0.0012%	2,125
Drugs	0	0	4	1	1	68.0	85	0.0047%	8,478
Operational	164	150	156	146	154	3.8	585	0.0327%	58,369
Operational 2	80	97	46	39	66	1.4	92	0.0051%	9,146
Other Criminal Code Violations	12	12	14	16	14	7.5	101	0.0057%	10,099
Property Crime Violations	71	68	69	64	68	6.4	435	0.0243%	43,408
Statutes & Acts	21	21	48	35	31	3.4	106	0.0059%	10,598
Traffic	93	89	89	86	89	3.7	330	0.0184%	32,937
Violent Criminal Code	15	24	16	12	17	15.8	265	0.0148%	26,397
Total	458	464	444	404	443		2,021	0.1129%	\$201,557
Provincial Totals	Note 5	401,534	441,088	364,415	373,300	395,084	1,790,383	100.0%	\$178,576,909

Notes to Calls for Service Billing Summary

- 1) Other criminal code violations related to occurrences considered largely administrative in nature, regarding attendance to a courthouse, have been removed from our list of billable occurrences, effective the 2023 billing year.
- 2) Displayed without decimal places, exact numbers used in calculations
- 3) Displayed to four decimal places, nine decimal places used in calculations
- 4) Total costs rounded to zero decimals
- 5) Provincial Totals exclude data for dissolutions and post-2019 municipal police force amalgamations

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OPP 2023 Calls for Service Details
Morris-Turnberry M
For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Grand Total	458	464	444	404	442.50
Drug Possession	2	3	2	5	3.00
Drug Related Occurrence	1	1	0	1	0.75
Possession - Cannabis	1	0	0	0	0.25
Possession - Cocaine	0	1	0	0	0.25
Possession - Methamphetamine (Crystal Meth)	0	1	2	2	1.25
Possession – Opioid (other than heroin)	0	0	0	1	0.25
Possession - Other Controlled Drugs and Substances Act	0	0	0	1	0.25
Drugs	0	0	4	1	1.25
Drug Operation - Commercial Grow Indoor	0	0	1	0	0.25
Drug Operation - Residential Grow Outdoor	0	0	0	1	0.25
Trafficking - Methamphetamine (Crystal Meth)	0	0	2	0	0.50
Trafficking - Other Controlled Drugs and Substances Act	0	0	1	0	0.25
Operational	164	150	156	146	154.00
Accident - non-MVC - Master Code	0	0	2	0	0.50
Accident - Non-MVC - Others	0	1	0	0	0.25
Accident - non-MVC - Residential	0	0	1	0	0.25
Alarm - Master Code	2	0	0	0	0.50
Alarm - Others	4	1	0	0	1.25
Animal - Bite	1	0	1	1	0.75
Animal - Dog Owners Liability Act	0	0	1	0	0.25
Animal - Injured	4	4	5	2	3.75
Animal - Master Code	1	0	1	1	0.75
Animal - Other	5	3	2	5	3.75
Animal - Rabid	1	1	0	0	0.50
Animal - Stray	1	2	2	4	2.25
Assist Fire Department	5	2	1	0	2.00
Assist Public	33	20	25	25	25.75
Distressed / Overdue Motorist	1	0	1	2	1.00
Domestic Disturbance	15	10	21	16	15.50
False Fire Alarm - Building	1	0	0	0	0.25
Family Dispute	5	5	8	8	6.50
Fire - Building	4	6	4	3	4.25
Fire - Other	2	1	4	1	2.00
Fire - Vehicle	3	2	1	3	2.25
Found - Bicycles	0	1	0	0	0.25
Found - Computer, parts & accessories	0	1	0	0	0.25
Found - License Plate	0	1	0	0	0.25
Found - Others	1	2	2	1	1.50
Found - Personal Accessories	2	0	0	0	0.50
Found - Vehicle Accessories	1	0	0	0	0.25
Found Property - Master Code	0	1	1	6	2.00
Insecure Condition - Building	1	0	0	0	0.25
Insecure Condition - Master Code	0	0	0	1	0.25
Insecure Condition - Others	0	0	1	0	0.25

OPP 2023 Calls for Service Details
Morris-Turnberry M
For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Lost - Personal Accessories	2	0	0	1	0.75
Lost Property - Master Code	3	0	4	0	1.75
Medical Assistance - Master Code	0	0	1	0	0.25
Missing Person 12 & older	4	2	4	1	2.75
Missing Person Located 12 & older	2	1	0	0	0.75
Missing Person Located Under 12	0	1	0	0	0.25
Missing Person under 12	0	1	0	0	0.25
Neighbour Dispute	1	2	2	5	2.50
Noise Complaint - Animal	0	0	0	1	0.25
Noise Complaint - Master Code	0	2	9	4	3.75
Noise Complaint - Others	0	2	0	2	1.00
Noise Complaint - Residence	0	2	0	0	0.50
Other Municipal By-Laws	1	2	0	1	1.00
Phone - Master Code	0	0	1	0	0.25
Phone - Nuisance - No Charges Laid	1	0	6	1	2.00
Phone - Other - No Charges Laid	0	2	0	0	0.50
Phone - Text-related incident	0	0	0	1	0.25
Phone - Threatening - No Charges Laid	0	0	1	0	0.25
Protest - Demonstration	0	0	1	0	0.25
Sudden Death - Accidental	0	0	0	1	0.25
Sudden Death - Natural Causes	3	2	1	1	1.75
Sudden Death - Others	3	0	1	1	1.25
Sudden Death - Suicide	1	0	1	0	0.50
Suspicious Person	13	26	20	17	19.00
Suspicious vehicle	20	22	13	18	18.25
Trouble with Youth	2	13	3	3	5.25
Unwanted Persons	3	2	3	2	2.50
Vehicle Recovered - All Terrain Vehicles	1	0	0	1	0.50
Vehicle Recovered - Automobile	6	2	0	3	2.75
Vehicle Recovered - Other	1	0	0	1	0.50
Vehicle Recovered - Trucks	4	2	1	2	2.25
Operational 2	80	97	46	39	65.50
911 call - Dropped Cell	6	30	4	5	11.25
911 call / 911 hang up	37	28	8	7	20.00
911 hang up - Pocket Dial	12	10	1	0	5.75
False Alarm - Accidental Trip	4	0	0	0	1.00
False Alarm - Cancelled	8	2	0	0	2.50
False Alarm - Malfunction	3	2	0	0	1.25
False Alarm - Others	5	12	9	16	10.50
False Holdup Alarm - Accidental Trip	0	0	0	1	0.25
Keep the Peace	5	13	24	10	13.00
Other Criminal Code Violations	12	12	14	16	13.50
Animals - Cruelty	0	0	1	0	0.25
Bail Violations - Fail To Comply	3	3	6	9	5.25
Bail Violations - Others	0	2	0	3	1.25

OPP 2023 Calls for Service Details

Morris-Turnberry M

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Breach of Firearms regulation - Unsafe Storage	0	0	1	0	0.25
Breach of Probation	4	0	1	1	1.50
Child Pornography - Other	0	0	1	0	0.25
Child Pornography - Possess child pornography	0	1	0	0	0.25
Disturb the Peace	0	0	1	0	0.25
Indecent acts - Master Code	0	0	0	1	0.25
Indecent acts - Other	0	1	0	0	0.25
Offensive Weapons - Careless use of firearms	1	0	0	0	0.25
Offensive Weapons - Other Offensive Weapons	0	0	1	0	0.25
Offensive Weapons - Other Weapons Offences	1	1	0	0	0.50
Offensive Weapons - Possession of Weapons	1	3	0	1	1.25
Possession of Burglary Tools	0	0	0	1	0.25
Possession Of Counterfeit Money	1	0	0	0	0.25
Public Mischief - mislead peace officer	0	0	2	0	0.50
Utter Threats to damage property	0	1	0	0	0.25
All Other Criminal Code (includes Part XII.1 CC)	1	0	0	0	0.25
Property Crime Violations	71	68	69	64	68.00
Breach of Trust (fraud-corruption)	0	0	1	0	0.25
Break & Enter	18	17	21	10	16.50
Break & Enter - Firearms	0	1	0	0	0.25
Fraud - False Pretence Over \$5,000	0	0	0	1	0.25
Fraud - False Pretence Under \$5,000	2	0	0	0	0.50
Fraud - Forgery & Uttering	0	1	2	0	0.75
Fraud - Fraud through mails	0	0	1	2	0.75
Fraud - Master Code	0	0	2	2	1.00
Fraud - Money/property/security Over \$5,000	0	0	1	1	0.50
Fraud - Money/property/security Under \$5,000	1	5	5	2	3.25
Fraud - Other	2	7	7	2	4.50
Fraud - Steal/Forge/Poss./Use Credit Card	1	1	0	1	0.75
Identity Fraud	0	0	1	1	0.50
Interfere with lawful use, enjoyment of property	0	0	0	2	0.50
Mischief - Master Code	10	8	8	9	8.75
Personation with Intent (fraud)	0	0	1	1	0.50
Possession of Stolen Goods over \$5,000	0	2	0	1	0.75
Possession of Stolen Goods under \$5,000	0	1	0	0	0.25
Property Damage	0	3	1	2	1.50
Theft from Motor Vehicles Over \$5,000	1	0	0	0	0.25
Theft from Motor Vehicles Under \$5,000	2	3	3	4	3.00
Theft of - All Terrain Vehicles	5	2	1	2	2.50
Theft of - Automobile	2	1	1	2	1.50
Theft of - Construction Vehicles	0	0	0	1	0.25
Theft of - Farm Vehicles	0	0	3	1	1.00
Theft of - Motorcycles	1	0	0	0	0.25
Theft of - Other Motor Vehicles	1	0	0	3	1.00
Theft of - Trucks	4	3	2	2	2.75

OPP 2023 Calls for Service Details
Morris-Turnberry M
For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Theft of Motor Vehicle	1	4	3	3	2.75
Theft Over \$5,000 - Building	1	0	0	0	0.25
Theft Over \$5,000 - Farm Equipment	0	1	0	0	0.25
Theft Over \$5,000 - Other Theft	1	0	0	1	0.50
Theft Over \$5,000 - Trailers	1	0	1	2	1.00
Theft Under \$5,000 - Bicycles	0	1	0	0	0.25
Theft Under \$5,000 - Building	0	0	1	0	0.25
Theft Under \$5,000 - Farm Agricultural Livestock	0	1	0	1	0.50
Theft Under \$5,000 - Farm Equipment	0	0	0	1	0.25
Theft Under \$5,000 - Gasoline Drive-off	3	0	0	0	0.75
Theft Under \$5,000 - Master Code	1	0	0	1	0.50
Theft Under \$5,000 - Mine Equipment/Property	0	0	1	0	0.25
Theft Under \$5,000 - Other Theft	11	5	2	3	5.25
Theft Under \$5,000 - Trailers	1	1	0	0	0.50
Willful act / Omission likely to cause mischief	1	0	0	0	0.25
Statutes & Acts	21	21	48	35	31.25
Family Law Act - Other	0	0	0	1	0.25
Landlord / Tenant	5	2	21	12	10.00
Mental Health Act	3	6	6	6	5.25
Mental Health Act - Attempt Suicide	0	2	1	1	1.00
Mental Health Act - No contact with Police	1	1	1	1	1.00
Mental Health Act - Placed on Form	5	2	1	1	2.25
Mental Health Act - Threat of Suicide	1	3	5	5	3.50
Mental Health Act - Voluntary Transport	1	1	0	1	0.75
Trespass To Property Act	5	4	13	6	7.00
Mental Health Act - Apprehension	0	0	0	1	0.25
Traffic	93	89	89	86	89.25
MVC - Fatal (Motor Vehicle Collision)	1	0	2	0	0.75
MVC - Others (Motor Vehicle Collision)	0	0	4	2	1.50
MVC - Personal Injury (Motor Vehicle Collision)	3	3	2	4	3.00
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	4	2	1	1	2.00
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	33	17	20	18	22.00
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	49	67	60	59	58.75
MVC (Motor Vehicle Collision) - Master Code	3	0	0	2	1.25
Violent Criminal Code	15	24	16	12	16.75
Aggravated Assault - Level 3	0	0	0	1	0.25
Assault - Level 1	4	9	3	3	4.75
Assault Peace Officer	0	1	0	0	0.25
Assault With Weapon or Causing Bodily Harm - Level 2	2	3	2	2	2.25
Attempted Murder	0	0	1	0	0.25
Criminal Harassment	2	4	0	2	2.00
Extortion	1	0	0	0	0.25
Forcible confinement	1	0	1	0	0.50
Indecent / Harassing Communications	0	3	1	1	1.25
Murder 1st Degree	1	0	0	0	0.25

OPP 2023 Calls for Service Details
Morris-Turnberry M
For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Robbery - Other	0	0	1	0	0.25
Sexual Assault	2	3	4	0	2.25
Sexual Interference	0	0	0	1	0.25
Utter Threats - Master Code	0	0	1	0	0.25
Utter Threats to Person	2	1	2	1	1.50
Utter Threats to Person - Police Officer	0	0	0	1	0.25

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OPP 2021 Reconciled Year-End Summary

Morris-Turnberry M

Reconciled cost for the period January 1 to December 31, 2021

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,322		
	Commercial and Industrial	96		
	Total Properties	<u>1,418</u>	179.62	254,699
Calls for Service				
	Total all municipalities	170,324,197		
	Municipal portion	0.1221%	146.63	207,921
Overtime			13.90	19,707
Prisoner Transportation	(per property cost)		1.18	1,673
Accommodation/Cleaning Services	(per property cost)		4.75	6,736
Total 2021 Reconciled Costs			<u>346.08</u>	<u>490,736</u>
2021 Billed Amount				<u>487,326</u>
2021 Year-End-Adjustment				<u><u>3,410</u></u>

Note

The Year-End Adjustment above is included as an adjustment on the 2023 Billing Statement.
This amount is incorporated into the monthly invoice amount for 2023.

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OFFICE OF THE WARDEN

Corporation of the County of Huron
1 Courthouse Square
Goderich, Ontario N7A 1M2
www.HuronCounty.ca
Phone: 519.524.8394
Toll Free: 1.888.524.8394



October, 5, 2022

To: Cannabis Act Legislative Review Secretariat
Health Canada
Address locator 03021
Ottawa, Ontario
K1A 0K9

On October 5, 2022, Huron County Council passed the following motion:

THAT:

The Council of the County of Huron send correspondence to Health Canada requesting consultation when implementing legislation on cannabis regulation as there is a direct impact on municipal operations and sometimes non compliancy to municipal by-laws;

AND FURTHER THAT:

The Council of the County of Huron recommends the inclusion of a system of Minimum Distance Separation to protect residential areas;

AND FURTHER THAT:

This correspondence be circulated to Huron County local municipalities for support.

Thank you for requesting feedback on the Cannabis Act and the current legislative framework for cannabis in Canada. As a municipal government for one of Canada's most agriculturally productive regions, and a popular tourism destination, we have been in the position to observe areas for improvement during the last several years of legal cannabis production under the Cannabis Act as managed by Health Canada.

Under the current legislative and regulatory framework, we have observed, and continue to observe, serious odour impacts on local communities and residents from cannabis production facilities; including concerns from local medical practitioners about these impacts. Most often, these odour impacts arise from properties used for 'The Production of Cannabis for Own Medical Purposes by a Designated Person'.

In our local municipal experience, these facilities are often established without complying with local municipal zoning and nuisance by-laws, often contain hundreds

of cannabis plants for each of the four assigned individuals, and usually do not include adequate odour controls to manage impacts on surrounding homes, public facilities, and the community at large.

To help manage public impacts of cannabis production facilities, we request that all production facilities, including facilities used by a designated person to produce cannabis for an individual's medical purposes, require confirmation from the local municipality that the facility/site selected complies with all local municipal by-laws and regulations prior to an application being approved by Health Canada. We also request that Health Canada implement a system of minimum setbacks between cannabis production facilities and sensitive odour receptors, including homes and public facilities.

As an agricultural community we have had extensive experience with the Ontario Ministry of Agriculture, Food and Rural Affairs Minimum Distance Separation (MDS) Formula, an approach which has been used to successfully manage land use conflicts resulting from odour between livestock facilities and sensitive receptors for almost fifty years. We believe a system based on MDS would be appropriate to manage the impacts of Health Canada's approved cannabis facilities, including both licensed commercial producers and designated growers for individuals.

In conclusion, we strongly recommend enhanced consultation with municipal governments and request further notice and consultation with the County of Huron when drafting and implementing legislation and regulations dealing with matters related to cannabis production, as there is a direct impact on local municipal operations, local residents, and in some cases serious issues of non-compliance with local municipal by-laws.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen McNeil".

Glen McNeil
Warden, Huron County
On behalf of Huron County Council



Municipality of Huron Shores
7 Bridge Street, PO Box 460
Iron Bridge, ON P0R 1H0
Tel: (705) 843-2033 Fax: (705) 843-2035

October 12, 2022

ATTENTION: Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, Ontario
M7A 1A1

Dear Premier:

Re: Res. #22-22-09 – Municipality of Brighton – Request for Support re: ***Streamlining Governing Legislation for Physicians in Ontario***

The Council of the Corporation of the Municipality of Huron Shores passed Resolution #22-22-09 at the Regular Meeting held Wednesday, September 28th, 2022, as follows:

“WHEREAS attracting primary health care providers, including doctors, to the North Shore and other shall communities has been a difficult task

AND WHEREAS the Provincial Government announced a tuition program to attract nurses to underserved areas of Ontario;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Huron Shores requests that the Government of Ontario provide funding and change legislation to allow the College of Physicians & Surgeons of Ontario (CPSO) to implement the following changes:

- Exempting Individualized Education Plan's from the regulatory requirement to have Canadian experience (re-do residency) where all other requirements are met; and
- Implementing Practice Ready Assessment programs similar to those already used in seven (7) other provinces.

AND THAT the Government of Ontario develop a similar tuition program to attract family doctors to underserved areas of Ontario;

AND THAT this motion be circulated to the Premier of Ontario, the Minister of Health, MPP Michael Mantha, and all municipalities across Ontario and the Association of the Municipalities of Ontario (AMO) for endorsement.”

Should you require anything further in order to address the above-noted resolution, please contact the undersigned.

Yours truly,

A handwritten signature in dark ink, appearing to read "Natasha Roberts". The signature is fluid and cursive, with the first name "Natasha" being more prominent than the last name "Roberts".

Natashia Roberts

Chief Administrative Officer (CAO)/Clerk

NR/KN

Cc: Premier of Ontario, the Minister of Health, MPP Michael Mantha, and all municipalities across Ontario and the Association of the Municipalities of Ontario (AMO)

Outstanding Action Items
Open Session

October 18

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
November 10, 2021	Zoning/OP Housing Friendly Amendments	CAO/Planning	Public Meeting postponed to November 1st.	Open House held September 13	Hold Public Meeting and consider by-law
June 21, 2022	FCM Asset Management Grant	CAO	Report presented to Council October 18.		None.
September 20, 2022	Development Guidelines	CAO	Direction received to return by-law, finalizing draft		Return final version for adoption under by-law.
October 4, 2022	Reinhardt Consent and Rezoning	Planning	Planning staff engaged in discussions with applicant		Return alternate proposal for Council consideration



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 45-2022

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on October 18, 2022.

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

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the October 18th, 2022, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 18th day of October 2022, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 18th day of October 2022

Read a THIRD time and FINALLY PASSED this 18th day of October 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam