



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, November 21st, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 21st day of November 2023, at 7:30 pm.

1.0 **CALL TO ORDER**

Disclosure of recording equipment.

2.0 **ADOPTION OF AGENDA**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of November 21st, 2023, as circulated.

~

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

4.0 **MINUTES**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the November 7th, 2023, Council Meeting Minutes as written.

~

5.0 **ACCOUNTS**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the November 21st accounts in the amount of \$228,386.85.

~

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

None.

7.0 **STAFF REPORTS**

7.1 BY- LAW ENFORCEMENT

7.1.1 By-Law Enforcement Activities – September and October 2023

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

7.2 BUILDING

7.2.1 Building Department Activities – September and October 2023

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

8.0 BUSINESS

8.1 MCARTHUR MUNICIPAL DRAIN REQUEST

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

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the McArthur Municipal Drain, as described in the request submitted by John Huether under Section 78(1) of the Drainage Act;

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

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

~

8.2 FIRE SUPPRESSION SERVICES AGREEMENT EXTENSION

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 approves the extension of the Fire Suppression Agreement signed under the authority of by-law 92-2018 with the Township of North Huron for the period of one year.

~

8.3 MEETING DATES 2024

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 approves the proposed meeting date schedule for 2024 as presented.

~

8.4 CONFERENCES 2024

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 approves the attendance of the following members of Council at the Conferences and events indicated:
(Councillor) – (Conference Name)*

~

8.5 EMERGENCY MANAGEMENT GRANT PROPOSAL

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 approves proposal for an application to the Community Emergency Preparedness Grant as presented.

~

8.6 FEES AND CHARGES 2024

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 approves the proposed fees and charges schedule for 2024, and directs staff to issue a notice of public meeting for their consideration at the December 19th meeting of Council.

~

8.7 ELECTRONIC PARTICIPATION AND HYBRID MEETINGS

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

8.8 COUNCIL REMUNERATION 2024

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 60-2023, being a by-law to establish remuneration rates for members of the Council of the Municipality for 2024, and that it now be read severally a first, second, and third time, and finally passed this 21st day of November 2023.

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8.9 USE OF FACILITIES

Councillor Zinn has requested that there be a discussion of Council regarding the use of facilities in Morris-Turnberry.

9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 BMG Renovation Update – Huron East CAO
- 10.2 Minutes – MVCA Membership Meeting – September 2023
- 10.3 Minutes – MVCA Membership Meeting – October 2023
- 10.4 Board Meeting Highlights – AMDSB - October
- 10.5 Organizational Meeting Highlights – AMDSB - November
- 10.6 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS**12.1 SOURCEWATER PROTECTION RESPONSIBILITY DELEGATION**

At the November 7th meeting Council directed staff to return a by-law authorizing the execution of an agreement between the Municipality and the Ausable Bayfield Conservation Authority for the delegation of responsibilities under certain provisions of the *Clean Water Act*.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 59-2023, being a by-law to enter into an agreement to appoint the Ausable Bayfield Conservation Authority as an agent of the Municipality to carry out enforcement under Part IV of the Clean Water Act, and that it now be read severally a first, second, and third time, and finally passed this 21st day of November 2023.

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12.2 PAY GRID 2024

At the October 17th meeting, Council directed staff to return a by-law to establish the employee pay grid for 2024. By-law 61-2023 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 61-2023, being a by-law to establish the pay grid for employees of the Municipality for 2024, and that it now be read severally a first, second, and third time, and finally passed this 21st day of November 2023.

~

13.0 CLOSED SESSION

None.

14.0 CONFIRMING BY-LAW

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 58-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on November 7th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 7th day of November 2023.

~

15.0 ADJOURNMENT

*Moved by ~
Seconded by ~*

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

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, December 5th, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, December 19th, 2023, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, November 7th, 2023, 7:30 pm

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

Council in Attendance

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

Staff in Attendance

Trevor Hallam	CAO/Clerk
Sean Brophy	Treasurer
Mike Alcock	Director of Public Works

Others in Attendance

Chris Vanderheyden	PSD Citywide (attended electronically)
Sarah Craig	PSD Citywide (attended electronically)
Scott Stephenson	The Citizen

1.0 CALL TO ORDER

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

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

2.0 ADOPTION OF AGENDA

Motion 256-2023

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of November 7th, 2023, as circulated.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 257-2023

*Moved by Jodi Snell
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the October 17th, 2023, Regular and Special Council Meeting Minutes as written.

Carried.

5.0 ACCOUNTS

Motion 258-2023

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the November 7th accounts in the amount of \$505,828.41

Carried.

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 ASSET MANAGEMENT PLAN PRESENTATION

Through grant funding from the Federation of Canadian Municipalities, staff have been working with PSD Citywide to create an updated Asset Management Plan for the Municipality to meet the July 2024 deadline set out in O. Reg. 588/17. Chris Vanderheyden, Director of Asset Management Advisory at PSD Citywide attended virtually to present the final plan to Council for consideration.

Motion 259-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the 2024 Asset Management Plan prepared by PSD Citywide.

Carried.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Municipal Social Media

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

7.2 PUBLIC WORKS

7.2.1 Operations Report

A report has been prepared by Director of Public Works Mike Alcock to providing an update on Public Works activities for the information of Council. Mr. Alcock will be in attendance.

Councillor McCallum and Mayor Heffer commended staff for taking on the construction of road crossings resulting in considerable savings for the Municipality and ratepayers.

8.0 BUSINESS

8.1 PUBLIC WORKS ASSISTANCE FOR BLUEVALE HOMECOMING

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

Discussion followed and there was a consensus of Council that formal direction given to staff once a more detailed plan was in place, but that Council was generally supportive of the proposed road closures.

8.2 ASSET RETIREMENT OBLIGATIONS

A report was presented by Treasurer Sean Brophy in this regard for the information of Council. Mr. Brophy will be in attendance.

Motion 260-2023

*Moved by Jamie McCallum
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby approves the quote submitted by T.Harris Environmental Management for the immediate testing of the Municipality's buildings for designated substances and that staff report back on the finding of the findings once complete.

Carried.

8.3 CLEAN WATER ACT RISK MANAGEMENT OFFICIAL SERVICING AGREEMENT

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

Motion 261-2023

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the proposal of the Ausable Bayfield Conservation Authority for the provision of risk management services for the years 2024 through 2026, and directs staff to return a by-law to authorize the execution of the draft delegation agreement as presented.

Carried.

8.4 ASSET MANAGEMENT GRANT AGREEMENT

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

Motion 262-2023

*Moved by Jodi Snell
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law 57-2023, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and the Federation of Canadian Municipalities for the administration and remittance of the Municipal Asset Management Program grant.

Carried.

9.0 COUNCIL REPORTS

Kevin Freiburger

October 31st attended the Municipality's annual emergency exercise.
November 1st attended a meeting of the Bluevale Community Committee.

Jamie McCallum

No report.

Sharen Zinn

No report.

Jodi Snell

No report.

Jamie Heffer

October 27th attended the Huron County Federation of Agriculture annual meeting.

October 31st attended the Municipality's annual emergency exercise.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Minutes – SVCA Meeting September 21
- 10.2 Minutes – SVCA Special Meeting September 21
- 10.3 Correspondence p Bill C-15 – Rienk Wiegersma
- 10.4 OMPF Allocation Notice – Ministry of Finance.
- 10.5 Resolution – Strong Mayor Powers – Western Ontario Warden's Caucus
- 10.6 Resolution – Leave to construct threshold – Western Ontario Warden's Caucus
- 10.7 Draft Budget – Saugeen Valley Conservation Authority
- 10.8 Outstanding Action Items

Motion 263-2023

Moved by Jamie McCallum

Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris-Turnberry hereby supports and endorses the resolution of the Western Wardens' Caucus calling on the provincial government to work with municipalities in Ontario to focus all efforts on tackling the housing and affordability crisis in Ontario by revoking existing 'strong mayor powers', respecting spheres of jurisdiction, recognizing rural and small urban municipalities are critical to overcoming the housing and affordability crisis in Ontario, not allocating the majority of scarce provincial housing supportive funding to a limited subset of large urban municipalities in Ontario, and providing all municipalities with the financial resources to tackle the housing and affordability crisis.

Carried.

Motion 264-2023

Moved by Jamie McCallum

Seconded by Sharen Zinn

THAT the Council of the Municipality of Morris-Turnberry hereby supports and endorses the correspondence of the Western Wardens' Caucus expressing support for an increase in the Leave to Construct threshold to \$20M.

Carried.

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

- 13.1 Enter closed session.

Motion 265-2023

Moved by Jodi Snell

Seconded by Sharen Zinn

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:34 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- a) *Section 239 (2) (b) regarding personal matters about an identifiable individual*
- b) *Section 239 (2) (c) regarding a potential disposition of land by the Municipality*

Carried.

13.2 Return to open session.

Motion 266-2023

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 9:04 p.m.

Carried.

13.3 Report and Action from Closed Session.

Council discussed a proposal for the purchase of an unopened road allowance and received a report regarding the performance of staff.

14.0 CONFIRMING BY-LAW

Motion 267-2023

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT leave be given to introduce By-Law 58-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on November 7th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 7th day of November 2023.

Carried.

15.0 ADJOURNMENT

Motion 268-2023

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 9:05 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, November 21st, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, December 5th, 2023, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

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

November 21 2023

General

Bell Canada	Turnberry Shop - Emergency Lines	113.28
Enbridge	Morris Office	31.56
Hydro One	Morris Office	444.62
Hydro One	Streetlights	1,114.97
Pesce & Associates	Wage Review & Market Check	2,373.00
Georgian Bay Fire & Safety Ltd.	Emergency Light Repair	98.88
Public Services Health & Safety Association	WHMIS Training	45.20
Technical Standards & Safety Authority	Bluevale Hall Chairlift License	250.00
Realtax Inc.	Tax Collection Costs	1,610.25
Randy Scott	Livestock Evaluator	117.65
Township of North Huron	2023 Hydrant Charges	2,600.00
Township of North Huron	2023 Q4 Fire Installment	47,337.84
Payroll		
November 8 2023	Payroll	21,861.46
	Expenses	432.36
Council Pay	Payroll - October 2023	4,360.45
	Rec General	448.89

General Total 83,240.41

Building Department

Foxtan Fuels	Fuel	322.98
Payroll		
November 8 2023	Payroll	5,135.30
	Expenses	-

Building Total 5,458.28

Property Standards

Keppelcreek	Property Standards & Bylaw Enforcement - Oct	1,119.84
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Property Standards Total 1,119.84

Drainage

Chuck Hull	Bolt Municipal Drain & Lamont Municipal Drian	628.32
GM BluePlan Engineering	Cruikshank Municipal Drain	1,265.00
Robinson farm Drainage Limited	Schwartzentruber Municipal Drain	17,435.22

Drainage Total 19,328.54

Parks & Cemeteries

Hydro One	Kinsmen Park	35.64
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Parks & Cemeteries Total 35.64

Belgrave Water

Hydro One	Belgrave Water	1,190.44
Hydro One	Humphrey Well	47.50
Bell Canada	Belgrave Water	155.00
Kincardine Cable	Belgrave Water	41.75
Hay Communications	Belgrave Water	11.30
Allstream	Belgrave Water	141.70
QMI-SAI Canada Limited	Belgrave Water	1,130.00

Water Total 2,717.69

Landfill

Hydro One	Morris Landfill	93.78
Joe Kerr Ltd.	Compactor Maintenance	1,373.01
Bluewater Recycling Assoc.	Curbside Pickup - November	14,631.02

Landfill Total 16,097.81

Roads

Hydro One	Morris Shop	222.31	
Hydro One	Turnberry Shop	192.49	
Bell Canada	Turnberry Shop	113.28	
Enbridge	Morris Shop	63.11	
PBJ Cleaning Depot Group	Shop Supplies	618.15	
Steffen's Auto Supply	Shop Supplies	706.36	
Safety-Kleen Canada Inc.	Morris & Turnberry Shop Oil Separator Cleanouts	4,383.55	
Foxton Fuels	Fuel	14,110.51	
Whites Wearparts Ltd.	Blades for Rental & 09-02 Graders	3,345.82	
Jade Equipment	Repair for 06-04 Grader	9,943.28	
Joe Kerr Ltd	Repair for 16-05 Tandem	7,371.54	
Brandt London	Repairs for 09-02 Grader	363.77	
Green Stream	Roadside Spraying	18,356.27	
Ausable Bayfield Conservation Authority	Phragmites Weed Control	1,502.11	
Da-Lee	Hardpatch Pothole Material	2,056.60	
AJN Builders Inc.	Joints Maintenance (M120) & Repair Beam Support (M040)	8,475.00	
BM Ross & Associates	Smuck Bridge (M230)	784.22	
JA Porter Holdings Ltd.	Bluevale Paving	1,016.10	
Payroll			
November 8 2023	Payroll	26,764.17	
	Expenses	-	
		Roads Total	100,388.64
		Account Total	228,386.85

Approved By Council:

November 21 2023

Mayor - Jamie Heffer

Treasurer- Sean Brophy

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: November 15, 2023

SUBJECT: Property Standards and By-Law Enforcement Report for September and October 2023

RECOMMENDATION

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

BACKGROUND

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

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

COMMENTS

By-law Enforcement – New Complaints

- Blyth Road – I received a call regarding the removal of dogs from this property.
- Williams Street – I received a complaint about a dog barking excessively at the property.
- Belmore Line – I received a complaint about dogs leaving the property and biting an individual.
- London Road – I received a complaint about rubbish and debris at the property.
- John St – I received a complaint that there were too many dogs at the property.
- Josephine St – I received a complaint about long grass at the property.

Outstanding Files and Ongoing Investigations

- Blyth Road - I have sent out a property standards order to the owner of the property with a June 23rd deadline. I have reinspected the property and have sent the order off to our lawyer to have the courts issue a cleanup order.
- Blyth Road - I will be posting the property with a time and date for cleanup of the property because the property standards order was not complied with.
- Brussels Line – I will be posting the property with a time and date for cleanup of the property because the property standards order was not complied with.
- Blyth Road – I attended the property to confirm there were no dogs present at the property. I could not hear any dogs or see any evidence of a dog at the property. I will keep a close eye on the property when in the area to make sure there are no dogs.
- John St – I received another complaint that the owner has brought back the dogs that were removed and is running a pet rescue at the property. We attended the property, inspected for dogs, and became aware of property standards issues at that time. As requested, the tenant at the property was charged with too many dogs and not licensing dogs for the current year. The

homeowner was sent property standards order by registered mail and the property was posted for the tenant. We have been in contact with the owner of the property and were asked to allow more time or an extension. The owner advised us the tenants are to be gone at the end of October and would appreciate an extension until then, which allows bins to be brought once to the property. We agreed as the owner was in a difficult position.

- William St – I attended the property to talk to the owner about the barking dog.
- Belmore Line – I have attended the property 3 times and left my card asking for a call back. At the time of inspection, I confirmed three dogs at the property however I did not see the fourth one. If I do not receive a call back, I will re-attend and the owner will receive charges for no dog licenses and too many dogs if I see the fourth dog.
- London Road – I attended and inspected the property and found rubbish and debris around the storage building. I will send out property standards order.
- Josephine St – I reinspected the property and the grass had been partially cut but not good enough. I contacted a landscaping company and they cut the grass and removed some rubbish and debris from the property. I will be sending out property standards order to remove the foundation and fill in the holes that were not noticed until the grass was cut.

Respectfully submitted,

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

Kirk Livingston
Chief Building Official

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: November 14, 2023

SUBJECT: Building Department Activity Report for September and October 2023

RECOMMENDATION

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

BACKGROUND

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

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

COMMENTS

Permit #	Permit Type	Value of Project	Sq. Feet New Const.	Status
0064 -2023	On Site Sewage System	\$ 27,000.00	4434	issued
0065 -2023	On Site Sewage System	\$ 18,000.00	3570	issued
0066 -2023	On Site Sewage System	\$ 15,000.00	2160	issued
0067 -2023	On Site Sewage System	\$ 19,500.00	2580	issued
0068 -2023	New Residential Dwelling	\$ 592,000.00	2368	issued
0069 -2023	Circular Manure Tank	\$ 100,000.00	11310	issued
0070 -2023	Agricultural Livestock Barn	\$ 2,000,000.00	38992	issued
0071 -2023	Attached Garage	\$ 20,000.00	1144	issued
0072 -2023	On Site Sewage System	\$ 20,000.00	2700	issued
0073 -2023	Detached Garage	\$ 40,000.00	840	issued
0074 -2023	Storage Shed - addition	\$ 12,000.00	480	issued
0075 -2023	Detached Garage - addition	\$ 60,000.00	1200	issued
0076 -2023	On Site Sewage System	\$ 6,000.00	377	issued
0077 -2023	On Site Sewage System	\$ 10,000.00	120	issued

Total Value of Construction to date; \$14,214,200.00 with 77 building permits being issued.
(Last year; \$18,482,878.50 with 119 building permits being issued)

Zoning Certificates issued for this year; 27 (Last year 41)

Respectfully submitted,



Kirk Livingston
Chief Building Official

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor Heffer and Council
PREPARED BY: Kirk Livingston, Drainage Superintendent
DATE: October 23, 2023
SUBJECT: McArthur Municipal Drain

RECOMMENDATION

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the McArthur Municipal Drain, as described in the request submitted by John Huether under Section 78(1) of the Drainage Act;

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

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

Moved by
Seconded by

BACKGROUND

A Notice of Request for Drain Improvement was received on July 4, 2023. The request submitted is for a new closed tile drain to be installed and to fill in the existing open portion of the drain on John Huether property. The new tile will run from the existing driveway on an angle towards the Walton Road crossing. The reason for delay in getting this report in front of Council was due to 4 months in communications with Hydro One as the existing open ditch is located under their transmission lines, and through the tower legs on one transmission tower. Headway Engineering Limited has previously worked with John on a private drain enclosure, and they have already done some preliminary work on this project. John Huether has voiced he would like Headway Engineering Limited to be appointed for this project, 95% or more of this project cost will be funded by Mr. Huether.

In accordance with Section 78 of the Drainage Act, Council must render a decision regarding the course of action to take.

COMMENTS

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

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

Section 78 of the Drainage Act reads:

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

Projects

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

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

2

7. Consolidating two or more drainage works.

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

Costs associated with this drainage works are billed according to the Engineer's assessment schedule, and there will be no opportunity for 1/3 grant from OMAFRA for this project.

ATTACHMENTS

Huron County GIS map with description of proposed works (Kirk Livingston)
Section 78 Notice of Request for Drain Improvement received

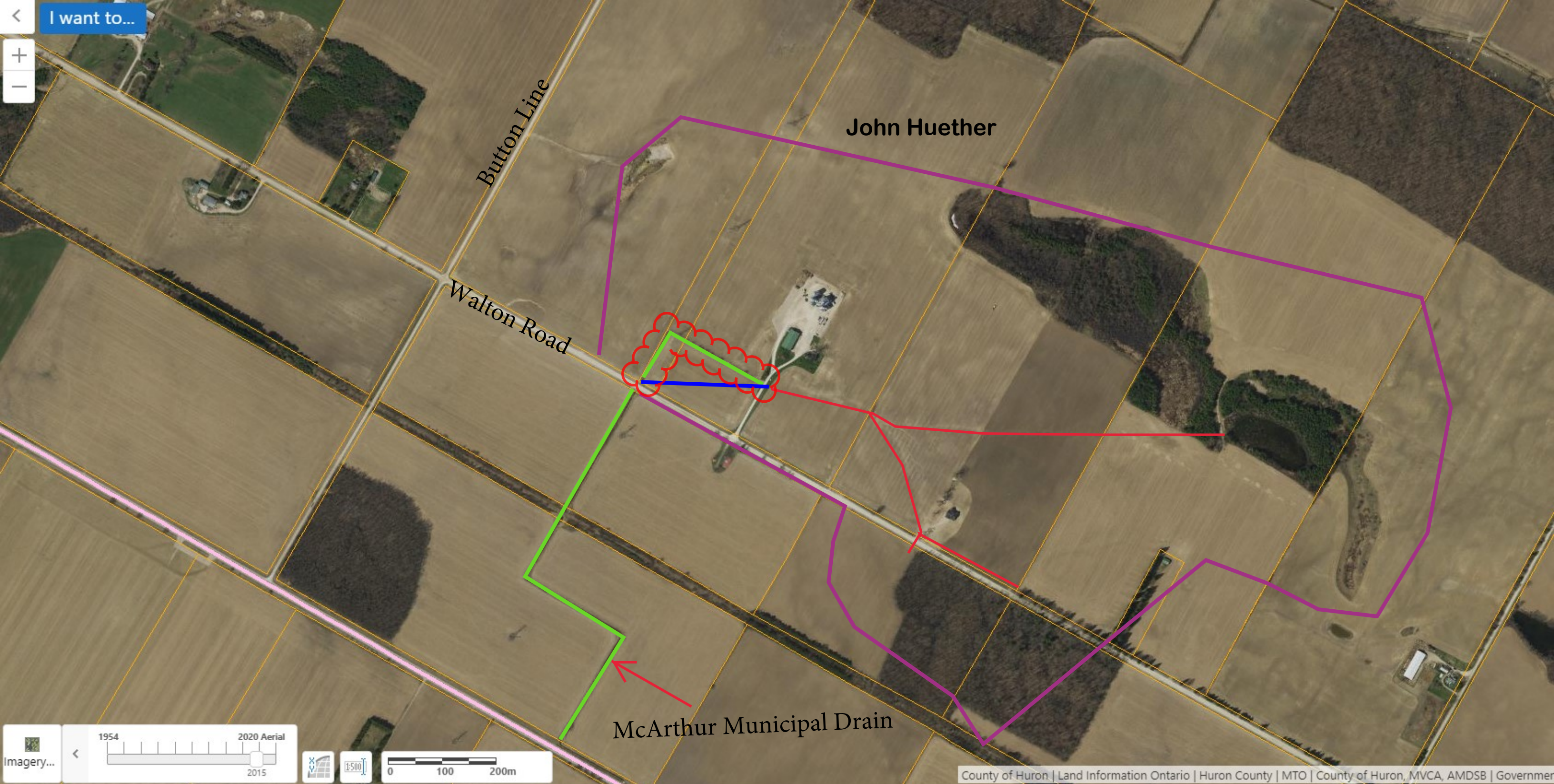
OTHERS CONSULTED

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

Respectfully submitted,

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

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



- Watershed Boundary
- Existing Closed Tile Municipal Drain
- Existing open ditch (McArthur Municipal Drain) (to be filled in)
- Proposed new closed tile (McArthur Municipal Drain)

To: The Council of the Corporation of the Municipality of Morris-Turnberry of Morris-Turnberry
Re: McCarthy Municipal Drain
(Name of Drain)

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

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

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

Provide a more specific description of the proposed drain major improvement you are requesting:
Close in 306m of open ditch.

Property Owners

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

Property Description	<u>41972 Walton Rd Lot 22 Concession 9</u>
Ward or Geographic Township	<u>Morris-Township</u>
Parcel Roll Number	<u>4060 540 009 05000</u>

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

Ownership

Select Ownership Type

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

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

Last Name	Hether	First Name	John	Middle Initial	W
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Mailing Address

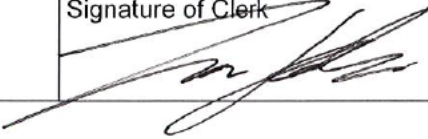
Unit Number	Street/Road Number	Street/Road Name	Walton Rd	PO Box	
-	41972				

City/Town	Province	Postal Code
Walton	Ont	N0K 1Z0

Cell Phone Number (Optional)	Email Address (Optional)

To be completed by recipient municipality:

Notice filed this 4th day of July 20 23

Name of Clerk (Last, First Name)	Signature of Clerk
Hallam, Trevor	

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: November 21, 2023
SUBJECT: North Huron Fire Agreement Extension

RECOMMENDATION

That council extends the terms of the current North Huron Fire Services Agreement for a period of one year by resolution.

BACKGROUND

In December of 2018, the municipality entered into an agreement with the Township of North Huron for the provision of fire suppression services. The agreement came into effect on January 1, 2019 for a term of 5 years, expiring on December 31, 2023. Around the same time, North Huron entered into similar agreements with Central Huron and Ashfield-Colborne-Wawanosh (ACW).

COMMENTS

In the spring of 2023, I met with Fire Chief Kent Readman to discuss the community risk profile that the municipality is required to complete. At that meeting, I noted that the agreement would be expiring at the end of the year. I made it clear that the agreement had been working well for the municipality, and that no changes would likely be proposed by Morris-Turnberry staff. He indicated that he had reviewed the agreement and was considering some changes, though he did not provide details. I gave the same reminder later in the year, at an Emergency Program Committee meeting that Mr. Readman attended in August.

I also raised the upcoming expiry with North Huron CAO Dwayne Evans following the meeting that was held in July in Blyth regarding cross border servicing. Again, I indicated that the agreement had been working well and that no changes were needed.

The end of July, I received correspondence from Mr. Evans addressed to myself and the CAOs of Central Huron and ACW proposing a meeting regarding the agreement in September. Four days before that meeting was scheduled to happen, I was informed by Mr. Evans that Central Huron had requested more time to review the agreement, as their new fire chief had not had an opportunity to review the agreement thoroughly. CAOs from the four municipalities agreed to extending the agreements under the current terms.

At the October 2nd meeting of North Huron Council, an extension to the agreements with all three municipalities for a period of one year was approved by resolution.

*M297/23
MOVED BY: A. van Hittersum
SECONDED BY: R. McBurney*

THAT the Council of the Township of North Huron hereby receives the report of the CAO, dated October 2, 2023 regarding the Fire Agreements with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh;

AND FURTHER, THAT Council agrees to extend the Fire Agreements with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh for one (1) year, subject to all three municipalities agreeing to the same;

AND FURTHER, THAT Council directs staff to commence fire agreement negotiations with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh in the first half of 2024.

CARRIED

A draft agreement reflecting the extension was requested by the CAO of ACW, but to date no agreement has been provided by North Huron. While a formal agreement for the extension would be preferable the approaching expiry date must be considered. I recommend that in lieu of a formal agreement, Council pass a resolution accepting the extension of the current agreement for a period of one year.

ATTACHMENTS

1. By-Law 92-2018 – Fire Suppression Services Agreement
2. Report to North Huron Council – CAO Dwayne Evans – Agreement Extension

OTHERS CONSULTED

Dwayne Evans, CAO, North Huron
Steve Doherty, CAO, Central Huron
Mark Becker, CAO, ACW

Respectfully submitted,

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

Trevor Hallam,
CAO/Clerk



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

BY-LAW NO. 92 -2018

Being a by-law to authorize the Municipality of Morris-Turnberry to execute and affix the Corporate Seal to authorize an amendment to the fire agreement for Fire Suppression Services with the Township of North Huron.

WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 c. 25 as amended, states that; 'Powers of a natural person – 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 the Fire Protection and Prevention Act, 1997, S.O. 1997, c4, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute an agreement with the Township of North Huron to provide fire suppression services;

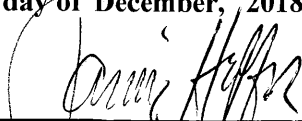
AND WHEREAS, the Agreement is attached hereto and forms part of this By-law as a Schedule 'A';

AND WHEREAS, the Corporation of the Municipality of Morris-Turnberry **enacts as follows:**

1. That the fire agreement with the Township of North Huron for fire suppression is in full force and effect on the date of the passing thereof;
2. That the Mayor and Clerk of the Municipality of Morris-Turnberry are hereby authorized to execute and affix the Corporate Seal to the By-law to authorize the Municipality of Morris-Turnberry to enter into an Agreement for fire suppression service with the Township of North Huron.

Read a FIRST and SECOND time this 18th day of December, 2018.

Read a THIRD time and FINALLY PASSED this 18th day of December, 2018.



Jamie Heffer- Mayor



Nancy Michie- Administrator Clerk-Treasurer

THIS AGREEMENT made in triplicate on the 17th day of December, 2018 A.D.

MUNICIPAL FIRE PROTECTION AGREEMENT

BETWEEN:



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

and



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

WHEREAS By-laws have been duly enacted by corporate parties pursuant to the provisions of the Municipal Act, 2001, S.O. 2001, c25, to authorize an agreement between the parties; and

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c4, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS North Huron operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of North Huron;

AND WHEREAS Morris-Turnberry wishes to contract with North Huron for the purposes of receiving **fire suppression service**, within specified areas of Morris-Turnberry from North Huron;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this agreement, North Huron and Morris-Turnberry agree as follows:

1. **DEFINITIONS AND SCHEDULES**

1.1 In this agreement,

1.1.1 “Fire Area” means the fire area(s) of Morris-Turnberry as described in Schedule A hereto;

1.1.2 “Fire Chief” means the Chief of the fire department of North Huron duly appointed by the council of North Huron and, if provided for pursuant to the appointment, his or her designate;

1.1.3 “Fire Department” means the Fire Department of North Huron situated within the Township of North Huron;

1.1.4 “Fire Services” means those fire services, emergency response services and those other services that North Huron agrees to provide to Morris-Turnberry, as more particularly described in Schedule B hereto.

1.2 The following schedules are attached hereto and form part of this agreement:

1.2.1 Schedule A – Fire Area of Morris-Turnberry

1.2.2 Schedule B – Fire Services

1.2.3 Schedule C – Morris-Turnberry Water Sources

1.2.4 Schedule D – Morris-Turnberry Bridges, Culverts and Limited Access Roads

1.2.5 Schedule E – By-laws of Morris-Turnberry

1.2.6 Schedule F – Fees

1.2.8 Schedule G – Mutual Assistance Memorandum of Understanding

2. **TERM**

2.1 This agreement shall come into effect as of January 1, 2019 and shall remain in force for a period of five (5) years, unless terminated earlier in accordance with section 10.1. The parties agree that this Agreement may be renewed for a period of five (5) years thereafter, unless, not less than six (6) months prior to the renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement. The renewal date of this agreement is January 1, 2024.

3. **NORTH HURON RESPONSIBILITIES**

3.1 Subject to section 3.3 of this Agreement, and subject always to North Huron exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, North Huron agrees to supply those Fire Services as specifically described in Schedule B to Morris-Turnberry in the Fire Area specifically described in Schedule A.

3.2 Upon receiving a request from the fire dispatch provider the Fire Chief of North Huron will respond to the request for Fire Services in Morris-Turnberry with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Services requested.

3.3 Notwithstanding section 3.2 above, the Fire Chief, or designate may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in North Huron or are unable to respond for any reason. In such cases, the Fire Chief shall institute the provisions of the Huron County Mutual Aid Plan and Program. Similarly, the Fire Chief, or designate, may order the return of such personnel, apparatus or equipment that is responding to or is at the scene in the Fire Area. The Fire Chief shall endeavor to have back-up resources on scene prior to the recall. In such cases the Fire Chief, or designate, may summon assistance in accordance with the provisions of the Fire Protection or Mutual Aid Agreements referred to in sections 3.5 and 3.6.

3.4 Should in his or her sole opinion, the Fire Chief determines that additional assistance is required for the provision of Fire Services in the Fire Area of Morris-Turnberry, the Fire Chief may request additional personnel, apparatus or equipment through any Mutual Aid Agreements made in advance between municipalities agreeing to provide such services for the Fire Area of Morris-Turnberry.

3.5 Should no Mutual Aid Agreements for the Fire Area of Morris-Turnberry be in effect, the Fire Chief may request additional personnel, apparatus or equipment from any private

individuals or service providers or pursuant to the provisions of any existing Fire Protection Agreement between Morris-Turnberry and any other municipality, or if no such Fire Protection Agreement exist, from the next closest municipality.

- 3.6 The parties agree that the Fire Chief is, pursuant to the designation referenced in section 4.8, the authority having jurisdiction as the term is defined in the Fire Protection and Prevention Act, and has full authority and control over any and all Fire Services in which the Fire Department is engaged in the Fire Area of Morris-Turnberry.
- 3.7 The Fire Chief will report in writing to Morris-Turnberry no later than the 15th day of each month, all occurrences in the Fire Area that the Fire Department has responded to in the previous month and shall complete all required response reports for the Office of the Fire Marshall as may be required from time to time.
- 3.8 The Fire Chief shall provide a report to the Council of Morris-Turnberry annually, on the work and activities of the Fire Department in the Fire Area during the previous year.
- 3.9 The Fire Chief shall liaise with the Chief Fire Official of Morris-Turnberry on issues relating to fire suppression in the Fire Area on a regular basis. The frequency of such meetings shall not be less than once per month.

4. **MORRIS-TURNBERRY RESPONSIBILITIES**

- 4.1 Morris-Turnberry agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Services required.
- 4.2 Without limiting the generality of 4.1 above, the designated person for Morris-Turnberry will provide the Fire Chief with the Fire Safety Plan required pursuant to Subsection 2.8 of the Ontario Fire Code for any building within the Fire Area.
- 4.3 Morris-Turnberry shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections and having all properties properly numbered and signed on the building or at the end of the lane way to the property in accordance with accepted addressing standards.
- 4.4 Morris-Turnberry agrees to provide a map, attached hereto as Schedule C, of the Fire Area clearly indicating all readily accessible static sources of water that are available for fire fighting operations.

- 4.5 Morris-Turnberry agrees to identify all bridges, culverts or limited access roads under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges, culverts or roads that are unable to carry the weight of fire protection apparatus will be clearly marked in red on Schedule D hereto. Any bridges, culverts or roads so identified will either limited or exclude Fire Services where the use of these bridges, culverts or roads is required for the transportation of fire protection apparatus.
- 4.6 Morris-Turnberry shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Services provided by the Fire Department.
- 4.7 Morris-Turnberry represents and warrants to North Huron that it has an approved emergency plan, required pursuant to clause 8(1)(d) of *The Emergency Management and Civil Protection Act* and a copy of same will be provided to the Fire Chief upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the Fire Chief in a timely manner. Morris-Turnberry further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the Fire Chief under the emergency plan, a copy of which is attached hereto as part of Schedule E.
- 4.8 Morris-Turnberry agrees that, while in the Fire Area for the purposes of providing Fire Services, it has designated the Fire Department to be the “authority having jurisdiction”, as the term is defined in the Fire Protection and Prevention Act.
- 4.9 Morris-Turnberry agrees that, while in the Fire Area for the purposes of providing Fire Services, that Fire Chief and any of his/her designates are deemed to be Assistants to the Fire Marshal in accordance with the requirements of the Fire Protection and Prevention Act.
- 4.10 Morris-Turnberry shall take whatever action is appropriate and necessary to have the Fire Chief appointed as “Chief Fire Official” for the Fire Area. A copy shall be provided as part of this agreement in Schedule E.
- 4.11 Morris-Turnberry agrees to provide North Huron with a list of any other Fire Protection Agreements it has entered into with other municipalities, including the contact name and telephone number for each other municipality. This list will be updated no less frequently than annually by Morris-Turnberry during the term of this Agreement.

5. **FEES**

- 5.1 In consideration of the Fire Services provided by North Huron to Morris-Turnberry, Morris-Turnberry agrees to pay North Huron the fees as more particularly set out at Schedule F hereto.
- 5.2 Pursuant to section 3.4 of this Agreement, if the Fire Chief required additional assistance in the course of providing the Fire Services from any individuals, service providers or municipalities, Morris-Turnberry agrees that it will, upon presentation by North Huron of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding that fact that those fees may be different than the amounts charged by North Huron. These fees will be paid by Morris-Turnberry in the manner set out in Schedule F hereto.
- 5.3 Any fees for fire department service that Morris-Turnberry may charge for fire services in the Fire Area, shall be the responsibility of Morris-Turnberry for the billing, collecting and administration of said fees.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 North Huron shall not be liable for any injury to Morris-Turnberry, or to any officers, employees, agents, residents, occupants or visitors of Morris-Turnberry or the Fire Area, or for any damage to or loss of property of Morris-Turnberry, or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Services on any occasion to Morris-Turnberry or for any decision made by the Fire Chief pursuant to section 3.3 of this Agreement.
- 6.2 Morris-Turnberry shall save harmless and fully indemnify North Huron, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.1 and such indemnification shall survive the termination of this Agreement.
- 6.3 Sections 6.1 and 6.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of North Huron while acting within the scope of his or her employment.
- 6.4 Morris-Turnberry shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of North Huron caused by or in any way related to the performance of this Agreement.

- 6.5 North Huron shall save harmless and fully indemnify Morris-Turnberry its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.4 and such indemnification shall survive the termination of this Agreement.
- 6.6 Sections 6.4 and 6.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Morris-Turnberry while acting within the scope of his or her employment.

7. **CONFIDENTIALITY AND PROTECTION OF PRIVACY**

- 7.1 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- 7.1.1 was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - 7.1.2 was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - 7.1.3. was approved in writing for disclosure, without restriction, by the disclosing party;
 - 7.1.4 is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - 7.1.5 was developed by either party independently, without a breach of any duty of confidence.
- 7.2 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.

- 7.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 7.4 Upon completion of the Fire Services, the termination of this Agreement or at the request of either party all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 7.5 Where North Huron or Morris-Turnberry or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health and Information Act*, when performing the Fire Services described herein, then North Huron or Morris-Turnberry, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

8. **WORKPLACE HEALTH AND SAFETY AND INSURANCE ISSUES**

- 8.1 North Huron agrees to provide sufficient insurance coverage for providing Fire Services for the Fire Area of Morris-Turnberry. North Huron shall provide Morris-Turnberry with proof of such insurance coverage.
- 8.2 North Huron shall provide to Morris-Turnberry, proof of Workmen's Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement.

9. **DISPUTE RESOLUTION**

- 9.1 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by Morris-Turnberry pursuant to section 4.1, the parties agree to participate in the following dispute resolution procedure:

10. **TERMINATION**

10.1 This Agreement may be terminated by either party giving written notice to the other party of not less than twelve months prior to the desired termination date. If, pursuant to Section 5 of this Agreement, Morris-Turnberry has paid North Huron in advance for the provision of Fire Protection Services, North Huron agrees that it will return, on a pro rata basis, any applicable amounts to Morris-Turnberry as of the termination date.

11. **GENERAL**

11.1 North Huron and Morris-Turnberry can amend fire boundaries at any time. All costs associated to change the boundaries will be at the sole expense of the Municipality that wishes to make the change.

11.2 North Huron and Morris-Turnberry agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days notice in writing.

11.3 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:

If to North Huron

The Corporation of the Township of North Huron
274 Josephine Street, PO Box 90,
Wingham, Ontario
NOG 2W0
Facsimile: 519-357-1110 or email devans@northhuron.ca

If to Morris-Turnberry


The Corporation of the Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310,
Brussels, Ontario
NOG 1H0
Facsimile: 519-887-6424 or email nmichie@morristorynberry.ca

11.4 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.

- 11.5 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- 11.5.1 the date delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
 - 11.5.2 the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
 - 11.5.3 the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.
- 11.6 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.7 In the event that any covenant, provisions or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail by the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect necessary changes being carried out.
- 11.8 It is expressly agreed by the parties that North Huron is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of North Huron and Morris-Turnberry, or of principal and agent or of partnership or joint venture between North Huron and Morris-Turnberry, or between the officers, employees or agents of North Huron and Morris-Turnberry.
- 11.9 Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.10 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.
- 11.11 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

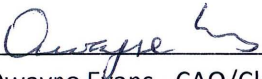
THIS AGREEMENT has been executed by the Corporation of the Township of North Huron and by the Corporation of the Municipality of Morris-Turnberry by their duly authorized representatives on the dates noted below:

CORPORATION OF THE TOWNSHIP OF NORTH HURON



Bernie Bailey - Reeve

Corporate Seal



Dwayne Evans - CAO/Clerk

This 17th day of December , 2018 A.D.

CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY



Jamie Heffer - Mayor

Corporate Seal



Nancy Michie - Administrator Clerk-Treasurer

This 18th day of December , 2018 A.D.

SCHEDULE "B" – FIRE SERVICES

Schedule "B" - Fire Services

Schedule "B" - Fire Services

This is Schedule "B" to a Municipal Fire Protection Agreement dated this 18th day of December, 2018 A.D. , between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

Fire Services means a range of services designed to protect the lives and property of the inhabitants of the Fire Area of Morris-Turnberry (Schedule "A") from the adverse effects of fires or exposure to dangerous conditions created by individuals or nature.

This includes:

1. Structural fire suppression and rescue;
2. Motor vehicle firefighting;
3. Grass/Brush fire suppression;
4. Communications;
5. Technical rescue operations including extrication of patients from motor vehicle accidents, industrial accidents, and farm accident rescue;
6. Awareness level hazardous materials response;
7. Awareness level confined space rescue;
8. Awareness level trench rescue;
9. Awareness level high-angle rescue;
10. Shore based ice/water rescue;
11. Assistance to the public and public utilities. The fire department shall attend and assess if there is a risk to public safety. If none exists, the department will stand-down. If a threat exists, the department will monitor the scene until it is turned over to an appropriate authority.
12. Training of persons involved in the provision of fire protections services, rescue and emergency services and the delivery of all those services;
13. Emergency medical first response – including defibrillation. Medical First Response will be provided when:
 1. When the ambulance system becomes overwhelmed to the point that a local ambulance cannot be activated for an emergency call response (Code 4) and it is anticipated that there will be a significant ambulance delay in emergency response to the patient.

Definition of a Significant Delay in Ambulance Response

If a staffed ambulance that normally services the area in question is not available or if a standby vehicle is not located in that area then it is accepted that an ambulance call in that area would encounter a delay in the normal expected response for a Code 4 call.

2. Suspected VSA (Vital Signs Absent Patient)
3. All Code 4 calls received for Motor Vehicle Accidents;

4. To any emergency call for service that is reported to ambulance dispatch or suspected by ambulance dispatch to involve patient entrapment requiring emergency extrication service;
5. For all calls that would normally require the expertise of fire services, such as gas spills, hydro wires down, industrial accidents, etc.

SCHEDULE "C" – MORRIS-TURNBERRY WATER SOURCES

This is Schedule "C" to a Municipal Fire Protection Agreement dated, December 18, 2018 between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

A map showing water sources will follow.

SCHEDULE "D" – MORRIS-TURNBERRY BRIDGES, CULVERTS AND LIMITED ACCESS ROADS

This is Schedule "D" to a Municipal Fire Protection Agreement dated this 18th day of December, 2018 A.D. , between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

A map showing bridges, culverts and limited Access Roads will follow.

SCHEDULE "E" – BY-LAWS OF MORRIS-TURNBERRY

This is Schedule "E" to a Municipal Fire Protection Agreement dated this 18th day of December, 2018 A.D., between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

1. Bylaw No. 92 - 2018 is hereby attached, being a bylaw to enter into an agreement
2. Bylaw No. 32 - 2017 is hereby attached, being a bylaw to appoint a Fire Chief.



TOWNSHIP OF NORTH HURON

Report No.
CAO-2023-22

REPORT TO: Reeve Heffer and Members of Council
PREPARED BY: Dwayne Evans, CAO
DATE: 02/10/2023
SUBJECT: CAO-2023-22 Fire Agreements - One Year Extension Request
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report of the CAO, dated October 2, 2023 regarding the Fire Agreements with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh;

AND FURTHER, THAT Council agrees to extend the Fire Agreements with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh for one (1) year, subject to all three municipalities agreeing to the same;

AND FURTHER, THAT Council directs staff to commence fire agreement negotiations with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh in the first half of 2024.

PURPOSE:

The purpose of this report is to seek Council's approval to extend the existing fire agreements with Morris-Turnberry, Central Huron and Ashfield-Colborne-Wawanosh for one (1) year.

BACKGROUND INFORMATION:

For several years North Huron has provided fire services to portions of Morris-Turnberry, Central Huron and Ashfield-Colborne Wawanosh. The previous fire agreements with Morris-Turnberry and Central Huron expired at the end of 2018 and ACW's agreement expired at the end of 2019. To align the respective municipalities, all three agreements were renewed with a December 31, 2023 expiry. The terms and conditions of all three agreements are the same.

In response to a North Huron request to begin discussions regarding renewal of the fire agreements, Central Huron staff requested consideration of extending the existing agreement by one year until December 31, 2024. Central Huron recently hired a new Fire Chief and their Administration relies heavily on the input of Senior Management when reviewing agreements. Central Huron's Fire Chief has not had sufficient time to form an informed opinion on the current agreement. The request from Central Huron states this opinion is needed in order for Central Huron to consider a new agreement.

DISCUSSION:

Staff have considered Central Huron's request and have no concerns given the current structure of the agreement. The agreement accommodates annual variances in the weighted assessments and the Ontario CPI. The agreements also include a provision that if more money is required for equipment purchases, each municipality will pay their share, subject to Council approval.

The CAO has communicated with his counterparts in Morris-Turnberry and ACW and no issues or concerns were raised. Subject to North Huron Council's agreement to extend the existing agreements by one year, staff in Morris-Turnberry, Central Huron and ACW will present the same request to their respective Council's for consideration. If all the parties are in agreement, the existing terms and conditions will be extended by one year. If one of the parties does not agree to the one year extension, staff will proceed with the negotiation process and present an updated agreement at a future meeting for Council's consideration.

FINANCIAL IMPACT:

No financial impact as a result of this report.

FUTURE/OTHER CONSIDERATIONS:

None at this time.

OTHERS CONSULTED:

Kent Readman, Fire Chief

Mark Becker, CAO, ACW

Steve Doherty, CAO, Central Huron

Trevor Hallam, CAO/Clerk, Morris-Turnberry

RELATIONSHIP TO THE STRATEGIC PLAN:

No consideration was given to the action items of the 2020-2023 Strategic Plan as the fire agreements are set to expire.



Dwayne Evans, CAO

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: November 21st, 2023
SUBJECT: 2024 Council Meeting Schedule

RECOMMENDATION

That Council adopt the proposed meeting dates for 2024 by resolution.

BACKGROUND

Each year Council adopts a schedule of regular and planned special meeting dates that takes into consideration statutory holidays, conference dates and historical trends in the volume of business before Council at different times of the year.

COMMENTS

PROPOSED 2024 MEETING DATES

Proposed Meeting Date	# of days to the next regular meeting	Notes
January 9	-	*Special Budget Meeting
January 16	21	*Single regular meeting in January
February 6	14	
February 20	14	
March 5	14	
March 19	14	
April 2	14	
April 16	21	
May 7	14	
May 21	14	
June 4	14	
June 18	14	
July 2	14	
July 16	28	
August 13	21	*Single regular meeting in August
September 3	14	
September 17	14	
October 1	14	
October 15	21	
November 5	14	
November 19	14	
December 3	14	
December 17	28	

This schedule maintains the practice of having a single regular meeting in January and August.

With a number of days between the last meeting in 2023 (December 20) and the first Tuesday in January (January 3) being holidays, there is typically not enough business to warrant a meeting on the first Tuesday of January. Therefore, a single meeting in the middle of January on the 16th is recommended.

A special meeting to review the first draft of the 2024 Budget is proposed for January 9th. Subsequent updates to the budget can be addressed during regular council meetings as more information becomes available.

The single meeting in August is proposed to accommodate potential summer vacation time for Council and staff as has been done in previous years.

All dates above avoid statutory holidays and conference dates.

Staff recommend that Council adopt the proposed meeting dates for 2024 by resolution.

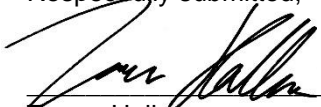
ATTACHMENTS

None.

OTHERS CONSULTED

None.

Respectfully submitted,

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

Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: November 21st, 2023
SUBJECT: Conference Dates 2024

RECOMMENDATION

That Council make their interest in conference attendance known to staff so that registration and accommodation arrangements can be made.

BACKGROUND

In March of this year, Council approved a change to its Conference Attendance Policy, removing the cap of one conference per year per Councillor in favour of a budget ceiling per Councillor for attendance at conferences and workshops that support their work as members of Council.

COMMENTS

Below is a table that includes the conferences most attended by Councillors in previous years and corresponding key dates. If any member of Council is interested in attending the listed conferences, staff request that that interest be expressed at this meeting so that registrations can be completed as soon as possible after they become available.

Conference	Dates	Location	Conference Registration	Accommodation Registration
Rural Ontario Municipal Association	January 21 - 23, 2024	Sheraton Hotel, Toronto	October 27, 2023 to January 15, 2024	October 27, 2023 to December 20, 2023
Ontario Good Roads Association	April 21 - 24, 2024	Fairmont Royal York Hotel, Toronto	November 13, 2023 to February 16, 2024	Opens January 23, 2024
Association of Municipalities of Ontario	August 18 - 21, 2024	Ottawa	Unknown date, January 2024	Unknown date, January 2024
Rural Talks to Rural, CCRC	Unknown date, October 2024	Unknown	Unknown	Unknown

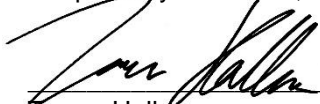
ATTACHMENTS

None.

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: November 21st, 2023

SUBJECT: Community Emergency Preparedness Grant Application Proposal

RECOMMENDATION

That Council approve the proposed application to the Community Emergency Preparedness Grant to fund staff training and Emergency Operations Centre equipment.

BACKGROUND

On October 27, 2023, the provincial government announced a new grant to help communities and organizations purchase critical supplies, equipment and deliver training and services to improve local emergency preparation and response.

COMMENTS

Having the benefit of completing the municipality's emergency preparedness exercise at the end of October, Chad Kregar, Community Emergency Management Coordinator for the municipality and the County, had some recommendations for supplies and training that could improve the municipality's ability to respond quickly and function effectively in the event of an emergency situation.

The Emergency Operations Centre (EOC) is the hub for activity during an emergency event. Currently, the equipment for the EOC is primarily analog, including note pads and pens for note taking, and for the use of the Recording Secretary and the Emergency Information Officer. While some staff make use of laptops in their day-to-day work, having two laptop computers available in the EOC kits would ensure that these devices were ready for use in the event of an emergency. Those who have laptops may not have them with them when the Emergency Control Group (ECG) is called together, and so may not be able to make use of them. Staff propose that the purchase of four laptop computers be included in the grant application, two for the primary EOC and two for the secondary EOC.

The second piece of equipment that would be beneficial for the EOC is a device that would allow for hybrid electronic/in-person meetings. Members of the ECG include representatives from fire services, the OPP, EMS, public works, the health unit, social services, the mayor and certain municipal staff. It may also include representatives from certain utilities or other services depending on the nature of the emergency. In a rural municipality such as Morris-Turnberry, there is a high probability that if the ECG is called together to respond to an emergency, there may be barriers to all those who are required to attend physically reaching either the primary or secondary ECG. In cases such as this, being able to meet electronically is a great benefit to the efficiency and effectiveness of the ECG. Having technology on hand to properly integrate virtual attendees with those who are able to attend the EOC in person will greatly increase the effectiveness of the ECG and the speed at which it can respond to existing and developing situations. Staff recommend the purchase of two OWL Labs [Meeting Owl 3s](#) for the primary and secondary EOCs.

Staff recommend that Council approve an application to the Community Emergency Preparedness Grant for these items.

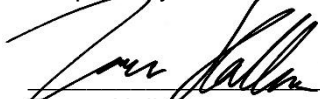
ATTACHMENTS

None.

OTHERS CONSULTED

Chad Kregar, CEMC

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: November 21st, 2023
SUBJECT: Fees and Charges 2024

RECOMMENDATION

That Council direct staff to return an updated fees and charges by-law for 2024 to the December 19th meeting of Council, with notice being given of a public meeting to be held for its consideration.

BACKGROUND

On November 16th, 2021, Council passed by-law 59-2021, being a by-law to establish fees, rates and charges for the Municipality. Since the passing of that by-law, staff have continued to assess its effectiveness, and the need has arisen to add fees due to the expansion of some services provided by the municipality, and the clarification and refinement of others. This by-law was also the first to include the updated Huron County Planning department fees for 2022 through to 2026.

Staff feel that after being in effect for two years, updates to the by-law are needed.

COMMENTS

With the exception of the changes to the Planning Department's fee schedule, the details of the recommended changes to the fees and charges by-law are detailed below, and are highlighted in yellow in the attached draft by-law schedule:

Administration:

The addition of 5 new fees for services is recommended by staff. These processes are above and beyond the standard services of the municipality, and take up a considerable amount of staff time when required. They also reflect services that are a benefit to the individual requesting them, and when canvassed most municipalities charge for these services as well.

Returned Cheques/PAP	\$	40.00	per occurrence
Written confirmation of Prior Year Tax Payments	\$	10.00	per property
Mortgage Company Processing Fee	\$	15.00	per property
Statement Processing Fee	\$	2.00	per statement
Tax Sale Tender Package	\$	25.00	per package

Planning:

Since Council has previously adopted the 2022 through 2026 planning department fees, the 2024 through 2026 schedules have been include with the draft by-law. There are, however, certain fees that are at the discretion of the municipality and are not included in those schedules. One such fee that requires an update is for Cash-in-Lieu of Parkland Dedication. This is a fee that is charged when a landowner goes through the severance process. Section 42 of the Planning Act provides the framework for municipalities to require the conveyance of parkland or else a cash-in-lieu payment as a condition of development. These revenues go directly to the municipality's parks budget and are reinvested into those spaces. Currently the municipality charges \$300.00 per newly created lot, the lowest in Huron County and among its neighbours. The fee was last updated in 2012, when it increased from \$250.00 to \$300.00. A comparison of neighbouring municipalities is below.

Municipality	Cash-in-lieu of Parkland Fee
Howick	\$ 500.00
Huron East	\$ 750.00
North Huron	\$ 500.00
South Bruce	\$ 1,000.00
Central Huron	\$ 500.00
Ashfield-Colborne-Wawanosh	\$ 1,000.00

Staff recommend increasing the amount from \$300.00 to \$500.00 to further benefit the parks budget and make funds available for improvements to those spaces.

A proposed addition to the municipal planning fees is the authority to require a \$2000.00 lot grading and drainage deposit. This deposit would be required of any application where a lot grading and drainage plan is required and would be held until final lot grading certification is achieved. Once the grading is certified, the deposit will be returned to the individual who provided it. The municipality has found it more and more difficult to enforce lot grading and drainage certification either with or without a development agreement. The fee and the process for administering its return are borrowed from a Subdivision Agreement that the municipality recently entered.

Landfill and Waste Disposal

Most tipping fees were last updated in 2019, and no change is proposed for 2024. There are some administrative notes that staff would like to add for clarification.

Non-Contaminated soil	2 weeks notice and pre-authorization required. Testing may be required.	No Charge	
After Hours entry	\$100.00 minimum charge	\$ 100.00	per hour

Both of these items already appear in the current fees and charges. Added are the provision for 2 weeks notice and preauthorization for non-contaminated soil. This allows staff time to ensure that no testing is required, and the material is acceptable.

The current rate for after hours entry to the landfill is \$100.00 per entry. This has proven difficult to administer, and in most cases insufficient to cover the cost of opening the landfill when requested. The change to an hourly rate should correct this shortfall.

Fire and Emergency Services

Details are listed here but do appear in the draft schedule included with this report. The additions originate from the requirements of the agreement the Municipality recently entered with Fire Marque to be able to claim insurance amounts for emergency responses and must be added to the fees and charges by-law. This was approved by Council during the discussions that preceded entering into the agreement with Fire Marque.

Bluevale Hall Rental

The Bluevale Community Committee reviewed the current rental fee structure and found it needs updating. The current fees, established in 2016, are not sufficient to cover the costs of cleaning and minor expenses associated with running the Hall. The Committee met regarding this and has provided staff with a table of scheduled incremental increases from 2024 to 2026 that has been approved by the Committee. It is the recommendation of staff that the new schedule of fees be adopted as recommended by the Committee.

Building Permits and Fees

Building permit base fees were last updated in 2019. Other fees, such as those listed per square foot, were last updated in 2016. The majority of expenses for the Building Department are in equipment and personnel. While salaries have been kept close to being in line with inflation since 2016, the fees have not been increased to match. The proposal as outlined in the attached draft is to leave base fees unchanged for 2024, but to increase all per square foot and other fees by 15%, then round them up to the nearest \$0.05. This results in an average increase of 19%.

For example, this the cost of a permit for a single-family residential permit from \$0.80 to \$0.95 per square foot, plus the base fee of \$200.00 which remains unchanged. To illustrate the change, we can apply the proposed the fee structure to a recent building permit issued for a new residential dwelling. In 2023 the permit for a new residential dwelling with a total of 2368 square feet was \$2,472.00. If the increase is adopted the fee for the same permit in 2024 would be \$2,935.00, an increase of \$463.00 or 18%.

Under Section 7(6) of the *Building Code Act*, the municipality must hold a public meeting regarding any changes to fees imposed under the authority of the *Building Code Act*, and give 21 days notice thereof. No other fees proposed in this draft by-law come with prescribed notice periods such as this. For this reason, staff recommend returning the draft by-law to the December 19th meeting of Council with sufficient notice being given.

ATTACHMENTS

1. Draft fees and charges by-law schedule

OTHERS CONSULTED

Sean Brophy, Treasurer
Kelly Tiffin, Tax Collector
Kim Johnston, Deputy Clerk
Mike Alcock, Director of Public Works
Kirk Livingston, CBO/Drainage Superintendent
Kaitlyn Armstrong, Administrative Assistant

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

*All applicable taxes included unless otherwise noted

				Notes or Current Fees
Administration				
Tax Certificate		\$ 50.00		
Duplicate Tax/AR Statement		\$ 10.00		
Zoning Certificate		\$ 80.00		
Photocopies		\$ 0.20	per sheet	
Fax		\$ 1.00	per sheet	
Misc. Postage		Full cost recovery		
Returned Cheques/PAP		\$ 40.00	per occurrence	New Fee
Written confirmation of Prior Year Tax Payments		\$ 10.00	per property	New Fee
Mortgage Company Processing Fee		\$ 15.00	per property	New Fee
Statement Processing Fee		\$ 2.00	per statement	New Fee
Tax Sale Tender Package		\$ 25.00	per package	New Fee
History Book (single)		\$ 20.00		
History Books (set of 2)		\$ 30.00		
Interest				
Accounts Receivable		1.25%	per month	
Tax Arrears		1.25%	per month	
Municipal Drain - Maintenance		1.25%	per month	
Municipal Drain - Capital Project	Accruing on all project related invoices commencing at the time of payment by the Municipality.	Bank Prime Interest at the time of invoicing by the Municipality	per month	
Municipal Drain - Capital Project Assessment Financing	Financed for a maximum term of 3 years	Bank Prime Interest at the time of financing approval	per annum	
Licences and Services				
Marriage License		\$ 100.00		
Marriage Solemnization		\$ 395.50		
Lottery License		2% of prize value		
Commissioning of Oaths	At municipal office only	No Charge		
Planning				
Cash in Lieu of Parkland	per newly created lot	\$ 500.00		\$ 300.00
Site Plan Control	Initial application	\$ 1,000.00		
	Amendment to existing site plan	Full cost recovery		
Drainage Apportionment Agreement	As a condition of Severence	\$ 200.00		
Sewage system review	Severance - up to 2 lots	\$ 268.00		
	Severance - >2 lots	\$ 509.00		
	Plan of Subdivision - >5 lots	\$ 1,058.00		
	Minor Variance	\$ 127.00		
	Rezoning	\$ 127.00		
	Official Plan Amendment	\$ 181.00		
Third party consultation, peer review or any expenses related to any application	Sourcewater Protection	\$ 127.00		
		Full cost recovery		
Re-circulation due to change made by applicant		\$ 200.00		
Lot Grading Deposit	per lot	\$ 2,000.00		New Deposit
Other Planning Fees		Refer to Schedule 'B'		
Water and Sanitary Sewer				
Belgrave System				
Water rate		See Budget for current year		
Initial billing set up		\$ 100.00		
Turn on/off curb stop		\$ 150.00		
New connection installation		Actual cost of construction		
Capital charge per connection		\$ 6,974.56		
By-Law Enforcement				
Animal Control				
Dog Licence - First Dog		\$ 20.00		
Dog Licence - Additional dogs		\$ 30.00		
Dog Licence - First Pit Bull, Staffordshire Terrier, Cross of either, or dogs deemed to be vicious		\$ 100.00		
Dog Licence - Additional Pit Bull, Staffordshire Terrier, Cross of either, or dogs deemed to be vicious		\$ 110.00		
Licensing late penalty		\$ 20.00		
Animal Control (continued)				
Replacement Licence Tag		\$ 10.00		
Administration Fee - Seizure and Impounding		\$ 50.00		
Boarding		Actual cost of boarding		
Kennel Licence		\$ 125.00		
Prohibited Animal Fee		\$ 85.00		

Clean Yards			
Inspection, when inspection of the property pursuant to a complaint confirms that the property does not comply with the Corporation's Clean Yards By-Law		\$ 80.00	
Services and Materials expended in carrying out the requirements of an Order when the owner has failed to comply		Actual costs plus 20%	
Property Standards			
Inspection, when inspection of the property pursuant to a complaint confirms that the property does not comply with the Corporation's Property Standards By-Law		\$ 80.00	
When an order issued and not appealed or has been confirmed		\$ 140.00	
Appeal of a property standards order		\$ 140.00	
When an officer of the Corporation attends a Property Standards Appeal Committee meeting where an order has been upheld		\$ 140.00	
When an officer of the Corporation attends a court hearing where a conviction has been granted		\$ 625.00	
Services and Materials expended in carrying out the requirements of an Order when the owner has failed to comply		Actual costs plus 20%	
Certificate of compliance issued at the owner's request		\$ 25.00	
Zoning			
When an officer of the Corporation attends a court hearing where a conviction has been granted		\$ 625.00	
Zoning Certificate		\$ 80.00	
Landfill and Waste Disposal			
General Waste by weight		\$ 100.00	per tonne
Minimum Charge		\$ 10.00	
Concrete and Bricks (no re-bar)		\$ 100.00	per tonne
Construction/Demolition Waste		\$ 100.00	per tonne
Appliances containing refrigerant		\$ 40.00	per appliance
Yard waste/Wood without nails or metal		No Charge	
Recyclables		No Charge	
Scrap Metal		No Charge	
E-Waste		No Charge	
Tires		No Charge	
Non-Contaminated soil	2 weeks notice and pre-authorization required. Testing may be required.	No Charge	Notice Period Added
After Hours entry	\$100.00 minimum charge	\$ 100.00	per hour Chg from /entry to /hour
Curbside pickup receptacles		Cost recovery of current Bluewater Recycling Fees	
Public Works			
Entrance Construction Permit	Deposit	\$ 500.00	
	Fee	\$ 250.00	
	Damage to Municipal Property	Cost of repairs	
Special Signage		Cost of supply and installation	
Equipment (including operator, subject to availability)	Grader	\$ 2.00	per minute, 30 minute minimum
	Tandem or Backhoe	\$ 1.50	per minute, 30 minute minimum
Tile Drain Loan Inspection		\$ 100 + mileage	per hour
Fire and Emergency Services			
Unauthorized Burn Response		Full Cost Recovery	
Fire Response - Indemnification Technology	Per Truck	Current MTO rate per unit per hour or portion thereof for each unit	
	Per personnel hour	Current rate per person per hour	
	Other costs including but not limited to: Foam, Metered Water, Air Tank Refilling, Cleaning Equipment, DSPA or similar type unites, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops.	Full Cost Recovery. Should the insurer pay the coverage to the property owner, the property owner is liable to remit these funds to the municipality or its representative.	
Bluevale Hall Rental			
Upstairs floor only	no alcohol	\$ 113.00	2024 fees provided by BCC. Annual increase also noted, but will be amended every year
Downstairs floor only	no alcohol, includes kitchen	\$ 113.00	
Both floors	no alcohol	\$ 169.50	
Under 2 hour rental		\$ 56.50	
Happy Card Players		\$ 39.55	

Building Permits and Fees			
Single Family Residential & Additions			
per square foot		\$ 0.95	\$ 0.80
unfinished basement		\$ 0.55	\$ 0.45
plus finished basement		\$ 0.55	\$ 0.45
plus attached garage		\$ 0.55	\$ 0.45
base fee in addition to		\$ 200.00	\$ 200.00
Accessory Buildings - Residential			
per square foot		\$ 0.55	\$ 0.45
base fee in addition to		\$ 100.00	\$ 100.00
Residential - Renovations			
per square foot		\$ 0.85	\$ 0.70
per \$1000 of value of work		\$ 14.00	\$ 12.00
base fee in addition to		\$ 100.00	\$ 100.00
Multi-Residential			
per square foot		\$ 0.95	\$ 0.80
plus finished or unfinished basement		\$ 0.55	\$ 0.45
plus attached garage		\$ 0.55	\$ 0.45
base fee in addition to		\$ 200.00	\$ 200.00
Mobile Homes			
per square foot		\$ 0.95	\$ 0.80
plus finished or unfinished basement		\$ 0.55	\$ 0.45
plus attached garage		\$ 0.55	\$ 0.45
base fee in addition to		\$ 200.00	\$ 200.00
Commercial/ Industrial/ Institutional			
per square foot		\$ 0.85	\$ 0.70
base fee in addition to		\$ 200.00	\$ 200.00
Commercial / Industrial / Institutional - Additions & Renov			
per square foot		\$ 0.85	\$ 0.70
per \$1000 of value of work		\$ 14.00	\$ 12.00
base fee in addition to		\$ 100.00	\$ 100.00
Commercial/ Industrial/ Institutional -Accessory			
per square foot		\$ 0.60	\$ 0.50
base fee in addition to		\$ 100.00	\$ 100.00
Farm Buildings - Housing Livestock			
per square foot		\$ 0.35	\$ 0.30
base fee in addition to		\$ 100.00	\$ 100.00
Farm Buildings for other than Housing Livestock			
per square foot		\$ 0.35	\$ 0.30
base fee in addition to		\$ 100.00	\$ 100.00
		\$ -	
Agricultural -Additions & Renovations			
per square foot		\$ 0.35	\$ 0.30
per \$1000 of value of work		\$ 12.00	\$ 10.00
base fee in addition to		\$ 100.00	\$ 100.00
All Tarped Structures			
per square foot		\$ 0.30	\$ 0.26
base fee in addition to		\$ 100.00	\$ 100.00
Tent or Tents occupying an area >60 sq. m		\$ 140.00	\$ 120.00
Manure Storage Facilities			
Solid - per square foot		\$ 0.25	\$ 0.20
Liquid - per foot of diameter		\$ 11.05	\$ 9.60
base fee in addition to		\$ 100.00	\$ 100.00
Bunkers & Tower Silos			
per \$1000 of value of work		\$ 14.00	\$ 12.00
base fee in addition to		\$ 100.00	\$ 100.00
Granary			
Per \$1000 of value of work		\$ 14.00	\$ 12.00
base fee in addition to		\$ 100.00	\$ 100.00
Swimming Pools			
Above Ground - flat fee		\$ 100.00	\$ 100.00
In ground - flat fee		\$ 100.00	\$ 100.00
Solid Fuel Burning Appliances-Woodstoves-Chimneys			
per \$1000 of value of work		\$ 14.00	\$ 12.00
base fee in addition to		\$ 100.00	\$ 100.00
Decks, Balconies and Porches			
per square foot		\$ 0.55	\$ 0.45
base fee in addition to		\$ 100.00	\$ 100.00
All Alternate Energy Projects - (Wind/Solar etc.)			

Schedule 'A' By-Law XX-2023

per \$1000 of value of work		\$ 18.00		\$ 15.00
base fee in addition to		\$ 100.00		\$ 100.00
Septic/Sewage System Permits				
Permit - Class 2 & 3		\$ 560.00		\$ 480.00
Permit - Class 4 & 5		\$ 560.00		\$ 480.00
Permit - Tank Repair only or Leaching bed repair		\$ 290.00		\$ 250.00
Greenhouse				
per square foot		\$ 0.25		\$ 0.18
base fee in addition to		\$ 100.00		\$ 100.00
Demolition				
All demolition		\$ 150.00		\$ 150.00
Other				
Plumbing Permit - per fixture unit		\$ 12.00		\$ 10.00
Occupancy Permit		\$ 120.00		\$ 100.00
Any Construction started without a permit		5 x original permit fee		5 x original permit fee
Minimum Permit fee		\$ 100.00		\$ 100.00
Change of Use		\$ 230.00		\$ 200.00
Copy of Permits/Application		\$ 100.00		\$ 85.00
Any other Building or Structure not specified		\$100.00 + \$14.00/\$1,000 of construction value		\$100.00 + \$12.00/\$1,000 of construction value
Inspection Only - No permit		\$ 120.00	per hour	\$ 100.00
Conditional Permit		Same as permit		Same as permit
Inspection Requested and Not Ready		\$ 120.00		\$ 100.00
Re-inspection fee		\$120.00 + mileage		\$100.00 + mileage

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Trevor Hallam, CAO/Clerk

DATE: November 21st, 2023

SUBJECT: Electronic Participation by Media and the Public

RECOMMENDATION

Due to the additional complications of broadcasting or allowing hybrid public participation in Council meetings, staff recommend the status quo, allowing only those with active roles in an in-person Council meeting to the opportunity to participate electronically if presenting, or sitting as a member of Council in accordance with the Procedure By-law.

BACKGROUND

At the October 17th meeting of Council, Councillor McCallum requested that an item be added to a future agenda to explore providing an option to members of the media to participate electronically at in-person meetings. This report contemplates the options available to Council and the implications thereof, to the best of staff's knowledge.

COMMENTS

To date, Council has opted to have wholly in person meetings, or wholly electronic meetings, where Council and the public participate by one means or the other.

There are only two exceptions to this. First, the Municipality's Procedure By-law allows for the electronic participation of a member of Council at an in-person meeting, but that Councillor cannot count towards quorum, and no more than two members can participate in this way at a time. Second, Council has permitted certain presentations to Council to be conducted electronically, such as recent Municipal Drain Reports and the presentation of the 2024 Asset Management Plan. In both cases considerations were given to the cost of having these consultants attend in person. The cost of having a drainage engineer drive to the Municipal Office and attend a meeting is ultimately borne by the landowners assessed to the drain that is the subject of the project. Electronic participation by the engineer reduces travel costs and time, resulting in reduced costs to landowners. The two consultants who presented the 2024 Asset Management Plan both reside in northeastern Ontario, so their attendance in person would have come at great expense, with travel and likely accommodations being factored in. Electronic participation allowed them to make the presentation without traveling and to do so in a very small window of time, thereby saving considerable costs.

There is an important distinction to be made here regarding the role of those individuals who are permitted to attend in-person meetings electronically. These accommodations for hybrid type participation are made for those who are *actively participating* in the meeting, either as a member of Council or presenter. When considering opening hybrid type participation to those *not* in these roles, there are other factors that arise.

For the purposes of this report we can put aside considerations related to electronic only meetings, where all participants are joining electronically and the meeting is accessible via Zoom or another platform only. The issues raised and questions asked here are irrelevant to this type of meeting.

The question at hand is to what extent Council is willing to extend the option of hybrid participation, (electronic participation at a primarily in-person meeting), and what the implications are.

The question raised by Councillor McCallum was related specifically to allowing electronic participation by members of the media, who regularly attend meetings for the purpose of informing the articles they write. An important consideration here is that the Municipality does not issue press credentials, or provide any other kind of special recognition of the positions these individuals hold, so members of the print or other media in attendance at Council meetings are considered members of the public.

I have been unable to find specific instances where special consideration has been given to one public group but not all members of the public who may wish to attend meetings electronically. However, the trends in cases reviewed by the Ontario Ombudsman show that there is a natural extension of the open meeting logic here that might leave the Municipality vulnerable to questions of why certain members of the public are able to participate electronically while others are not.

This is further strengthened by considering the logistics of how members of the media would join electronically if allowed. When Council or presenters join electronically, the Clerk opens an electronic meeting through the Municipality's Zoom account. The Council Chambers has a rudimentary set up for two-way audio, but no video feed is available other than the sharing of the screen that is live in Council chambers showing the agenda or report being discussed. If the

media were allowed to connect with Council chambers through a Zoom meeting in this way, I would find it difficult to build a convincing argument for why the general public should not also be allowed to participate in this way, if the question was ever asked. If a meeting is open to the public electronically, it should be open to all members of the public electronically, not just those who are chosen by Council.

This brings us to the question of whether the public in general should be given the option of participating electronically at in-person meetings.

There are two ways by which municipalities open their meetings to electronic participation. One is through a fully hybrid meeting that allows two-way communication among those in the Council Chambers and those joining electronically, and another is by way of a one-way electronic communication, such as a broadcast or livestream online, either through the municipal website or through YouTube or a similar platform.

The two-way communication model poses challenges for staff, and for ensuring that meetings are open, and that those who wish to be heard are provided with the opportunity. Managing a Zoom meeting and an in-person meeting is very demanding on the attention of the Clerk. If hybrid in-person meetings are to become the norm it is likely that an additional staff person would need to attend meetings to run the zoom portion.

There are recent decisions from the Ombudsman related to hybrid meetings that highlight the importance of monitoring the electronic portion of the meeting carefully and with full attention. The Township of McKellar had technical issues that rendered four of its meetings illegal – including one where sound and connectivity issues were so bad that the public was effectively locked out. In 2021, the Ombudsman found the City of Hamilton's LGBTQ Advisory Committee contravened the Municipal Act when it continued with a meeting, even though the livestream had stopped. If hybrid meetings are to be implemented, the Municipality must ensure that there is continuous connectivity, and anyone who wishes to speak or address Council has the opportunity to, and is recognized at the time they wish to be recognized. This requires constant vigilance and attention to the Zoom platform, while an in-person meeting is ongoing in the room. If there are technical issues, the meeting must be stopped until they are resolved.

Another consideration is that when Council has received recommendations for moving to only electronic meetings in the past, the primary consideration for maintaining the in-person meeting format has been to ensure Council is available to engage with the public face to face and in person on difficult issues and during public meetings. Moving to a hybrid format where the public can engage with Council electronically goes against this direction.

A broadcast model could be employed, and could be done still through the Zoom platform. Without Council chambers having the appropriate technology to livestream a meeting onto a video streaming platform, it would be a waste of resources to set up a YouTube channel or similar streaming platform for this purpose. If Zoom is used for an audio and presentation only broadcast, the above cases from McKellar and Hamilton are still relevant, and the extent to which the public may participate would have to be made clear in meeting notices. Still, as with the two-way model, if there are technical issues, the meeting must be stopped until they are resolved and the broadcast continues.

Given the additional complications of broadcasting or allowing hybrid public participation in Council meetings, staff recommend the status quo, allowing only those with active roles in an in-person Council meeting the opportunity to participate electronically if presenting, or sitting as a member of Council in accordance with the Procedure By-law.


ATTACHMENTS

None.

OTHERS CONSULTED

None.

Respectfully submitted,


Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: November 21, 2023
SUBJECT: Council Remuneration 2024

RECOMMENDATION

That Council passes By-Law 60-2023 to establish remuneration rates for members of Council for 2024.

COMMENTS

Included with this report is by-law 60-2023, to establish remuneration rates for members of Council for 2024. In March of this year Council provided direction regarding changes to be made for conference attendance, per diem, and meal allowances, and those updates have been included.

Updates to the by-law from 2023 are:

- CPI adjustment at 3.6% in accordance with the Municipality's policy, applied to honorariums and meeting allowances.
- Meal allowance based on the Allowance established by the National Joint Council Travel Directive for the given year for meals and incidentals.
- Conference attendance updated to a budget of \$3000.00 per Councillor for registration, travel, and accommodation.
- A Per Diem amount for attendance at conferences and events at the rate equal to that of a meeting of four hours or greater.
- Events where attendance is recommended by the CAO added to events that are eligible for reimbursement or expense claims.

ATTACHMENTS

1. By-law 60-2023

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 60-2023

Being a by-law to establish the remuneration rates for the year 2024 for members of Council and Local Boards for the Municipality of Morris-Turnberry.

WHEREAS Section 283 (1) of the Municipal Act, S.O. 2001, c. 25, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS Section 283 (2) of the Municipal Act, SO 2001 c.25 provides that despite any Act, a municipality may only pay the expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if

- a) the expenses are actually incurred; or
- b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred;

AND WHEREAS the Council of this Municipality deems it appropriate to pass a by-law to establish rates of remuneration to members of Council and Local Boards;

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

1. That the remuneration rates for the year 2023 attached hereto as Schedule 'A' and forming part of this by-law be adopted;
2. That the expense and remuneration policy for members of Council and Local Boards attached hereto as Schedule 'B' and forming part of this by-law be adopted;
3. That upon coming into force and effect this by-law shall supersede by-law 46-2022 and all previous by-laws or resolutions and parts of by-laws or resolutions inconsistent with the provisions of this by-law regarding the remuneration rates and the expense and remuneration policy for members of Council and Local Boards for the Municipality of Morris-Turnberry
4. That this by-law shall come into force and effect on January 1, 2024.

Read a FIRST and SECOND time this 21st day of November 2023

Read a THIRD time and FINALLY PASSED this 21st day of November 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

‘Schedule A’ By-law 60-2023

1. Honorarium

Mayor:	\$ 10,104.37
Deputy Mayor:	\$ 6,362.08
Councillor	\$ 4,923.90

Honorarium may be reduced by resolution of Council if three (3) regular Council meetings are missed.

2. Meeting Allowance

Meeting allowance will be paid for Council meetings and meetings attended which are approved by Council or recommended by the CAO. Payment to the Mayor for attendance events is not subject to the approval of Council.

For daytime meetings, other than council meetings, the meeting time commences when the council member leaves their residence and ends on their return to their residence.

a. Any meeting less than 2 hours	\$ 86.62
b. Any meeting from 2-4 hours	\$144.34
c. Any meeting greater than 4 hours	\$216.52

Meeting remuneration amounts represent maximums, and amounts paid by the municipality for Members of Council and Local Boards will be pro-rated if members also receive meeting attendance remuneration from the board.

3. Mileage

Mileage will be paid to any Member of Council attending a meeting or conference over 25 km from where the member resides at a rate equal to the Canada Revenue Agency mileage rate for business-related driving for the given year.

4. Meals

Meal Allowances will be provided based on the Allowance established by the National Joint Council Travel Directive for the given year for meals and incidentals.

5. Conference Attendance:

Members of Council are entitled to attend conferences and events which support their work as members of Council within their allocated budget.

a. Conference Budget per Councillor (registration, accommodation, travel only)	\$ 3,000.00
b. Per Diem	\$ 216.52

*Where expenses incurred for the companion of an Councillor attending a conference, the Councillor will reimburse the Municipality in full.

6. Pay Period

Members of Council will be paid monthly with pay sheets due by 12:00 noon on the last Wednesday of each month.

Any submissions not received by the deadline will be added to the next pay period.

7. Internet Service and Paper Supplies:

Each Member of Council will be paid \$24.84 per month to offset costs for Internet Service.

Schedule 'B' By-law 60-2023

MUNICIPALITY OF MORRIS-TURNBERRY – POLICY

Payment of Ceremonial and Social Events for attendance by Members of Council

For the time spent at ceremonial and social events associated with the Municipality the following outlines eligibility for payment of the Meeting Allowance, mileage, and other expense reimbursement outlined in Schedule 'A':

1. Meetings of Council shall be eligible.
2. Meetings or events for which the attendance of a Member of Council has been approved by resolution of Council shall be eligible.
3. Meetings of local boards to which a Member of Council has been appointed shall be eligible.
4. Meetings or events for which the attendance of a Member of Council has been recommended by the CAO shall be eligible.
5. Social or ceremonial events shall not be eligible.
6. Notwithstanding Section 5 above, social or ceremonial events shall be eligible if a Member of Council is fulfilling a ceremonial role subject to the conditions of Sections 2, 3 or 4 above.
7. Notwithstanding the above, the attendance of the Mayor in their capacity as the Chief Executive Officer of the Municipality and ex-officio member of certain Boards and Committees shall be eligible.

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Brad McRoberts, MPA, P. Eng.
Date: November 7, 2023
Subject: BMGCC Renovation Update #3

Recommendation:

That the Council of the Municipality of Huron East receive for information purposes.

Background:

The Brussels, Morris & Grey Community Centre Renovation project has been underway since fall of 2022. The following provides a summary of the status of the project from both a construction standpoint and from a financial standpoint as of October 30, 2023 and provides an update from the previous report provided July 4, 2023.

The project continues to be posed with unforeseen challenges due to either unknown and undocumented existing conditions or unknown and undocumented construction methods used in the existing structure. While these circumstances continue, the magnitude of cost of the required change orders has decreased.

Issues

The following provides a highlight of the key issues that have arisen between June 27, 2023 and October 30, 2023 during the process of construction:

1. Relocation of the existing rink condensing pipe assemblies to accommodate changes to the warm viewing area due to structural issues – Cost \$14,157;
2. New upgraded electrical service to the agricultural buildings as the service was not compliant with code and could not remain connected in its existing state – Cost \$30,272;
3. Redesign of the auditorium canopy and the original structural tie ins were inadequate – Cost \$19,277;

Schedule

The project is scheduled to be substantially completed and available for occupancy by the end of the year.

Others Consulted: Elgin Contracting, architect and engineering consultants, building sub-committees members, BMGCC Recreation Manager, CBO, and Building Inspector.

Financial Impacts: Based upon approved and pending change orders to date the \$280,000 contingency for the project has been fully depleted. Approved change orders to date total \$434,549. At the current level the value of change orders represents 5% of the overall construction cost which is reasonable for a project that involves an addition/renovation. Existing building connection issues are always problematic due to the potential for unknowns from previous construction and alterations. Approximately 80% of the change order costs are a direct result of unforeseen or unknown issues with the existing conditions.

We still have fixtures, furnishings and equipment (FFE) to account for that are not included in the original tender. Items that would be included in this consist of:

- New sound system – Cost Approx. \$60,000
- Security system – Cost approx. \$20,000
- Wayfinding signage – Cost \$14,570;
- New kitchen equipment – Cost \$19,730;
- Donor Recognition Wall – Cost to be determined;
- Lobby Table & Chairs – Cost to be determined; and
- Miscellaneous equipment and supplies.

Fortunately, the fundraising campaign was successful and portions of those funds will need to be used to offset change orders and FFE purchases above the original contingency fund. The total pledged through the fundraising campaign has exceeded \$2.5 M which is more than \$500,000 above than the original commitment of \$2,000,000 (less fundraising costs).

The construction loan will be transferred to a debenture once the project is substantially completed. Staff have submitted progress claims with the Province as part of the grant funding and those transfer payments have been received. The final claim will be submitted when the project is completed.

Signatures:

Brad McRoberts (Original signed)

Brad McRoberts, MPA, P. Eng., CAO

Stacy Grenier (Original Signed)

Stacy Grenier, CPA, Director of
Finance/Treasurer

Membership Meeting #9-2023

September 20, 2023

Members Present: Alison Lobb, Ed McGugan, Alvin McLellan, Matt Duncan,
Anita van Hittersum, Sharen Zinn, Megan Gibson, Ed Podniewicz

Members Absent: Andrew Fournier, Evan Hickey

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications-IT-GIS Coordinator
Donna Clarkson, DWSP Co Supervisor

Others Present: Cory Bilyea, Wingham Advance Times

1. Call to Order

Chair Duncan welcomed everyone and called the meeting to order at 7:00pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #7-2023 held on June 21, 2023 and Meeting #8-2023 held on July 19, 2023.

Motion FA #63-23

Moved by: Megan Gibson

Seconded by: Alvin McLellan

THAT the minutes from the General Membership Meeting #7-2023 held on June 21, 2023 and Meeting #8-2023 held on July 19, 2023 be approved as amended.
(carried)

4. Presentation: 2023 Work Plan Highlights: June to September-Jayne Thompson, Communication-IT-GIS Coordinator

Jayne Thompson presented to the members the highlights from June to September 2023 work plan.

5. Business Requiring Decision and or Direction:

- a) MOU for Programs and Services: Municipality of Wellington North: Report #41-2023

Report #41-2023 was presented to the members and the following motion was made:

Motion FA #64-23

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT MVCA submit a request for an extension to the Ministry of Natural Resources and Forestry in order to finalize the approval of an agreement with the Municipality of Wellington North and further that MVCA requests that MNRF to approve the extension until December 31, 2023.

(carried)

- b) Healthy Watersheds, People & Wildlife Meeting Tour: Report #42-2023

Report #42-23 was presented to the members for their information.

- c) Government Relations Focus 2023: Report #43-2023

Report #43-23 was presented to the members and the following motion was made:

Motion FA #65-23

Moved by: Alison Lobb

Seconded by: Sharen Zinn

THAT option two and three as outlined in Report #43-23 be adopted.

(carried)

6. Chair and Members Report:

Alvin McLellan asked if MVCA should be recognizing John Grace in any way and the members were informed that memorial trees will be planted in memory of both John Grace and Myles Murdock at the George Taylor Conservation Area.

7. Consent Agenda:

The following items were circulated to the Members for their information.

- a) Agreements Signed: Report #44-2023
- b) 2023 Budget and Work Plan Update: Report #45a & 45b-2023
- c) Revenue/Expenditure Report June-August: Report #46-2023
- d) Correspondence for Information: Ltr. From Monica and Barry Page
- e) John Grace Environmental Fund Story-Rural Voice-attached

The following motion was made:

Motion FA #66-23

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT Report #44-23 to Report #46-23 along with their respective recommended motions as outlined in the Consent Agenda be approved.
(carried)

The correspondence was presented to the members for their information

8. Adjournment:

Motion FA #67-23

Moved by: Megan Gibson

Seconded by: Ed Podniewicz

THAT the Members Meeting be adjourned at 7:55pm.



Matt Duncan
Chair



Phil Beard
General Manager / Secretary-Treasurer

Membership Meeting #10-2023

October 18, 2023

Members Present: Alison Lobb, Ed McGugan, Alvin McLellan, Matt Duncan, Evan Hickey, Anita van Hittersum, Sharen Zinn, Megan Gibson, Ed Podniewicz, Andrew Fournier

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications-IT-GIS Coordinator
Steward Lockie, Conservation Areas Coordinator
Danielle Livingston, Financial Services Coordinator
Patrick Huber-Kidby, Environmental Planner/Regulations Officer
Jeff Winzenried, Water Resources Technician
Shannon Millar, Shoreline Technician
Ben Van Dieten, Stewardship Projects Lead
Donna Clarkson, DWSP Co Supervisor

Others Present: Cory Bilyea, Wingham Advance Times

1. Call to Order

Chair Duncan welcomed everyone and called the meeting to order at 7:00 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #9-2023 held on September 20, 2023.

Motion FA #68-23

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT the minutes from the General Membership Meeting #9-2023 on September 20, 2023 be approved.

(carried)

4. Presentation: Cover Crops-Ben Van Dieten, Agricultural Services Supervisor

Ben Van Dieten made a presentation on cover crops to the members. The Members thanked Ben for his informative presentation. Ben offered to take the Members on a tour next year to look at some farms that are using cover crops.

5. Business Requiring Decision and or Direction:

- a) MOU for Programs and Services: Municip. of Wellington North: Report #47-2023

Report #47-2023 was presented to the members and the following motion was made:

Motion FA #69-23

Moved by: Megan Gibson

Seconded by: Alvin McLellan

That Report #47-2023 is received for information.

(carried)

- b) MECP Support for Healthy Lake Huron: Report: Report #48-2023

Report #48-23 was presented to the members for their information and direction.

Motion FA #70-23

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT Chair Duncan, contact Lisa Thompson to ask her to organize a meeting and tour with the Minister of Environment Conservation and Parks.

(carried)

6. Business Requiring Decision and or Direction:

- a) 2024-2026 Work Plan: Report#49a-2023

Report #49a-23 was presented to the members and the following motion was made:

Motion FA #71-23

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT the three-year work plan outlined in Report #49a-2022 be approved for planning purposes as well as a guide to the development of the 2024 work plan.
(carried)

- b) 2024-2026 Budget Forecast: Report #49b-2023

Report #49b-23 was presented and the following motion was made:

Motion FA #72-23

Moved by: Megan Gibson

Seconded by: Andrew Fournier

THAT the 2024-2026 financial forecast, be accepted as presented for planning purposes;
AND THAT staff are to bring back a cost apportionment table that incorporates the full short fall for the operating forecast and a \$150,000 increase to the November 15, 2023 members meeting.
(carried)

- c) Approval of the Shoreline Hazard Mapping: Report #50-2023

Report #50-23 was presented and the following motion was made:

Motion FA #73-23

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT the Members adopt the updated Shoreline Hazard Mapping provided by Zuzek Inc. for the purposes of Planning & Regulations, and to fulfill the mandate to 'prepare for the impacts of a changing climate' under the Provincial Policy Statement.
(carried)

d) Proposed Air Quality Improvement Project-Admin. Centre: Report #51-2023

Report #51-23 was presented and the following motion was made:

Motion FA #74-23

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT the Members approve the quote of \$ 15,328.00 (plus HST) submitted by Bostech Mechanical for HVAC updates;

AND THAT Members approve the quote of \$4,500.00 (plus HST) submitted by Grubb and Gutscher (Basement Boss) to complete phase 1 for radon mitigation services.

(carried)

e) Proposed Amendment to Purchasing Policy: Report #52-2023

Report #52-23 was presented to the members for their consideration.

Motion #75-23

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT the Purchasing Policy be amended as follows: that if the funding agency does not require MVCA's signing officers to sign an agreement for project funding and the project is \$50,000 or less, then the GM ST or appropriate Coordinator or Supervisor may sign the agreement on behalf of MVCA.

(carried)

7. Chair and Members Updates:

Megan Gibson reported that there will be a grand opening for Howick's new trail system at the Gorrie Conservation Area on October 29, 2023 at 1pm.

8. Consent Agenda:

The following items were circulated to the Members for their information:

- a) Revenue/Expenditure Report September: Report #53-2023
- b) Conservation Ontario Council Meeting Summary: Report #54-2023
- c) Agreements Signed: Report #55-2023

The following motion was made:

Motion FA #76-23

Moved by: Megan Gibson

Seconded by: Alvin McLellan

THAT Report #53-23 through Report #55-23 along with their respective motions as outlined in the Consent Agenda be approved.

(carried)

9. Adjournment: Next meeting: November 15, 2023, at 7:00 pm.

Motion FA #77-23

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT the Members Meeting be adjourned at 8:55 pm.



Matt Duncan
Chair

Phil Beard
General Manager / Secretary-Treasurer

Good News

AMDSB Schools Participate in National Truth and Reconciliation Activities

Superintendent April Smith shared that all schools across the district participated in a number of activities to commemorate National Truth and Reconciliation Week leading up to September 30 (also known as Orange Shirt Day). This year, every school in the AMDSB proudly flew an Every Child Matters Flag and engaged in immersive learning experiences focusing on Indigenous peoples, their rich cultures, profound experiences, and remarkable strengths. Monique Pregent, Indigenous Education Lead, played a significant role in orchestrating a ceremony at the Education Centre, and she was graciously invited to conduct smudge ceremonies at 21 elementary schools. Indigenous Graduation Coach Matt Baker visited secondary Indigenous students at all eight secondary schools, sharing ceremonies and valuable teachings. AMDSB is committed to the Calls to Action and working towards Truth and Reconciliation. "It is not a one day event, it is an everyday event, not a day but a way." Indigenous Education Lead Monique Pregent. [Watch a short video showcasing the school activities.](#)

Goderich PS Principal Acknowledged by Peers and Ontario Principals' Council

Superintendent Kathy Boyd was delighted to announce that the Ontario Principals' Council has officially recognized GPS Principal Robyn Carnochan as a "Difference Maker." Principal Carnochan's remarkable leadership and dedicated efforts to enhance literacy outcomes have garnered recognition not only within her school but also across the entire school board and the province. Colleagues attest to her being a genuine critical friend who consistently poses thought-provoking questions and inspires them to engage in continuous learning alongside their staff. Congratulations, Robyn, on this well-deserved honor!



Fall Athletics

Superintendent Paul Langis provided a brief update on the ongoing school athletics. While most sports have yet to reach the OFSAA level, there are some standout achievements to celebrate. In girls' golf, Sydney Taylor from Stratford District SS and EnaRae Stuckless from South Huron District HS both delivered outstanding performances, finishing in the top 6 at WOSSAA and securing qualification for OFSAA, which will take place in Collingwood at Batteaux Creek Golf Course. Additionally, Mitchell District HS emerged victorious in the Huron Perth Baseball Championship, with several Huron Perth athletes gearing up for the WOSSAA Cross Country competition on October 25. South Huron District HS triumphed in the Huron Perth field hockey championship. Furthermore, the basketball and volleyball Huron Perth competitions are poised to enter the play-offs next week, promising more exciting action to come.

Electrical Boot Camp Workshop Hosted at the Pathways Innovation Centre

Superintendent Paul Langis announced that a workshop, facilitated by professionals from Conestoga College, saw the active participation of 48 grade 11 and 12 students. Hosted at the Pathways Innovation Centre (housed within Stratford Intermediate School), students gained hands-on experience in the electrical trades and learned the soft skills that will ultimately help them obtain and keep a job in any skilled trade. Full coverage of the event was provided by the [Stratford Beacon Herald](#).



Student Trustee Update

Student Trustee Nathan Bean shared that he along with fellow student trustee Alex Dolmage attended the Ontario Student Trustee Association (OSTA) fall conference. During the event, they established valuable connections within the organization and participated in professional development sessions. These sessions included a presentation outlining OSTA's goals for the year, a keynote address from the Minister of Education, a Q&A session with Ontario Public School Boards' Association President Cathy Abraham, and various workshops focusing on practical learning. These experiences are equipping the Student Trustees with the knowledge and skills necessary to effectively advocate for all students within Avon Maitland. The Senate is actively engaged in outreach efforts within the board, which involve creating

informative videos and planning for the promotion of an e-waste initiative in the upcoming second semester.

Senior Staff Updates

Update on the Director's Work Plan

Superintendent April Smith provided a brief review of the presentation that the Board of Trustees received in their agenda package. She provided an overview of the program team's work on Culturally Relevant, Responsive and Sustaining Pedagogy (CRRSP) and the math strategy that is being rolled out across the district.

Communications Annual Report

Communications Manager Chera Longston shared the [2022/2023 Communications Annual Report](#). The Report provides an overview of the activities of the Communications department and highlights the media and social media attention that the board received throughout the last school year.

Overview of Mental Health Supports Provided

Superintendent Kathy Boyd presented an overview of the report submitted to the Ministry of Education. In the 2022/2023 school year, the Mental Health and Well-being counsellors observed a notable increase in referrals compared to the previous year, 2021/2022. She also noted a decrease in referrals to external community partners, mainly attributed to staffing shortages and their constraints in accepting such referrals. The primary reasons for referrals remained consistent and included concerns related to attendance, anxiety, and depression.

Board Reviews EQAO Results

Superintendent Jane Morris conducted a review of the board's report on AMDSB EQAO results for the 2022/2023 school year. Among the eight measures examined, five displayed increased achievement compared to the 2021/22 results. Specifically, AMDSB students exhibited improved performance in primary math, junior writing and math, Grade 9 math, and Grade 10 OSSLT. Superintendent April Smith explained that EQAO results are just one of many assessment tools that schools and boards use to measure and support student achievement. The results are used in conjunction with other indicators such as classroom assessments and report card data to inform plans to support all students to achieve. The program team remains committed to delivering ongoing professional development and classroom

support, with a particular focus on implementing evidence-based reading instruction in primary classrooms and enhancing math instruction in schools identified by the Ministry.

Future Board Meetings

Regular Board Meetings are held online unless otherwise noted and the links to join the meetings will be posted on the [Board Meeting page](#) the day before the meeting. The public portion begins at 4:45 p.m.

- Tuesday, November 14, 2023: Committee of the Whole, Open Session
- Tuesday, November 28, 2023: Regular Board Meeting at 4:45 p.m. and Committee of the Whole, Closed Session immediately afterwards.

Future Meetings/Events with Trustee Representation

- Special Education Advisory Committee – November 1, 2023 at 4:00 p.m.
- Accessibility of Ontarians for Disabilities Act Committee – December 6, 2023 at 3:00 p.m.

Organizational Meeting

Robert Hunking and Nancy Rothwell Elected as Chair and Vice-chair

Congratulations to Trustee Robert Hunking and Trustee Nancy Rothwell as they were elected by the board as Chair and Vice-chair for 2024 (respectively). They will commence their 1 year terms at the November 28 regular board meeting.



Future Board Meetings

Regular Board Meetings are held online unless otherwise noted and the links to join the meetings will be posted on the [Board Meeting page](#) the day before the meeting. The public portion begins at 4:45 p.m.

- Tuesday, November 28, 2023: Regular Board Meeting at 4:45 p.m. and Committee of the Whole, Closed Session immediately afterwards.

Future Meetings/Events with Trustee Representation

- Audit Committee – November 15, 2023 at 5:00 p.m.
- Stratford and Area Boundary Review Committee (online) – November 21, 2023 at 6:00 p.m.
- Accessibility of Ontarians for Disabilities Act Committee – December 6, 2023 at 3:00 p.m.
- Special Education Advisory Committee – December 6, 2023 at 4:00 p.m.

**Outstanding Action Items
Open Session**

November 7

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
October 17, 2023	Pay Grid By-Law	CAO	Presented Nov 21		None
October 17, 2023	Personnel Policy Updates	CAO	In draft stage		Will be presented to Council for consideration December 5
October 17, 2023	Virtual attendance at Council Meetings for Media	CAO	Presented Nov 21		None
October 17, 2023	Tender for Site Plan Conformity Work	CAO	Tender documents being drafted by engineer	October 23, followed up with engineer	Tender results will be presented to Council for award when available.
November 7, 2023	Asset Retirement Obligations	CAO	Waiting for dates from consultant to conduct designated substance surveys	November 9, provided direction to T. Harris Environmental	Provide results of designated substance reports to Council.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 59-2023

Being a by-law to enter into an agreement to appoint the Ausable Bayfield Conservation Authority as an agent of the Municipality to carry out enforcement under Part IV of the Clean Water Act, 2006, S.O. 2006, c. 22

WHEREAS Section 8 of the Municipal Act, 2001 S.O. 2001 C. 25 as amended, provides that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that or any other Act;

AND WHEREAS Section 47(1) of the Clean Water Act, 2006, S.O. 2006, c. 22 (the Act) provides that the Council of a lower-tier municipality that has authority to pass by-laws respecting water production, treatment and storage under the *Municipal Act, 2001* is responsible for the enforcement of Part IV of the Act in the municipality.

AND WHEREAS Section 47(2) of the Act provides that the Councils of two or more municipalities may enter into an agreement providing for the joint enforcement of their responsibilities under Part IV within their respective municipalities;

AND WHEREAS section 48(1) of the Act provides that the Council of a municipality referred to in subsection 47 (1) may enter into an agreement for the enforcement of Part IV by a source protection authority in the municipality with respect to activities identified in the agreement, and for charging the municipality the whole or part of the cost.

AND WHEREAS the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into an agreement to appoint the Ausable Bayfield Conservation Authority as an agent of the Municipality to carry out enforcement under Part IV of the Act,

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

1. That the Mayor and Clerk of the Municipality are hereby authorized to execute and affix the Corporate Seal to enter into the Agreement between the Corporation of the Municipality of Morris-Turnberry, the Municipality of Bluewater, the Municipality of Central Huron, the Municipality of Huron East, the Municipality of North Perth, the Township of Ashfield-Colborne-Wawanosh, the Township of Huron-Kinloss, the Township of North Huron and the Ausable Bayfield Conservation Authority, 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 21st day of November 2023

Read a THIRD time and FINALLY PASSED this 21st day of November 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

**SOURCE PROTECTION PLAN PART IV ENFORCEMENT TRANSFER
AGREEMENT**

THIS AGREEMENT made effective the first day of January 2024.

BETWEEN:

THE MUNICIPALITY OF BLUEWATER OF THE FIRST PART

-and-

THE MUNICIPALITY OF CENTRAL HURON OF THE SECOND PART

-and-

THE MUNICIPALITY OF HURON EAST OF THE THIRD PART

-and-

THE MUNICIPALITY OF MORRIS-TURNBERRY OF THE FORTH PART

-and-

THE MUNICIPALITY OF NORTH PERTH OF THE FIFTH PART

-and-

THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH OF THE SIXTH PART

-and-

THE TOWNSHIP OF HURON-KINLOSS OF THE SEVENTH PART

-and-

THE TOWNSHIP OF NORTH HURON OF THE EIGHTH PART

(hereinafter called “the Municipalities”)

- and -

AUSABLE BAYFIELD CONSERVATION AUTHORITY
(hereinafter called “the Authority”)

OF THE NINTH PART

PREAMBLE:

WHEREAS this Agreement is being entered into pursuant to the *Clean Water Act*, 2006 (hereinafter called the “*Act*”) for the purpose of appointing the Authorities as agents of the Municipalities with respect to the enforcement and jurisdictional rights under Part IV of the *Act* as part of implementation of the Ausable Bayfield Source Protection Plan and the Maitland Valley Source Protection Plan.

And Whereas the Authority is a Source Protection Authority for purposes of the Act and of this Agreement;

And Whereas the Municipalities are located within the Ausable Bayfield Maitland Valley Source Protection Region as set out in Ontario Regulation 284/07.

IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree as follows:

**ARTICLE ONE
GENERAL**

Section 1.01: Source Protection Authorities

Under section 4 of the *Act*, the Ausable Bayfield Conservation Authority (ABCA) and the Maitland Valley Conservation Authority (MVCA) serve as the Source Protection Authorities for the Ausable Bayfield Source Protection Area and the Maitland Valley Source Protection Area respectively. Ontario Regulation 284/07 under the *Act* designates the participating municipalities for ABCA and MVCA when they act as the Source Protection Authorities under the *Act*.

Section 1.02: Part IV Requirements under the Act

The *Act*, provides that a municipality is responsible for Part IV enforcement of Source Protection Plans. The *Act* further provides that a municipality may enter into an agreement for the enforcement of Part IV by a board of health, a planning board, or a Source Protection Authority.

The Municipalities hereby appoint the Ausable Bayfield Conservation Authority as agent of the Municipalities to carry out enforcement under Part IV of the Act within their respective Municipality.

Section 1.03: Application

This Agreement shall be applicable to all lands located in the Municipalities that are subject to Part IV of the *Act*.

The Ausable Bayfield Conservation Authority hereby accepts the appointment and agrees to act as Agent of the Municipalities for the duties and enforcement responsibilities of Part IV of the Act for those lands located within the Municipalities that are situated within the Ausable Bayfield Maitland Valley Source Protection Region, with the exception of the Municipality of Huron-Kinloss in which the Ausable Bayfield Conservation Authority hereby accepts the appointment and agrees to act as Agent of the Municipalities for the duties and enforcement responsibilities of Part IV of the Act for all lands within the Municipality of Huron-Kinloss.

Section 1.04: Duties

The Authorities shall faithfully carry out their duties hereunder on a fee for service basis in accordance with the *Act*, the Ausable Bayfield Source Protection Plan (as amended from time to time) and the Maitland Valley Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.

ARTICLE TWO DEFINITIONS

Section 2.01: Definitions

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

1. In this Agreement:

- a) “Act” means the Ontario *Clean Water Act, 2006*, as amended;
- b) “Agreement” means this document;
- c) “Parties” means the Authorities and the Municipalities;
- d) “the Regulation” means *Clean Water Act Regulation 287/07*
- e) “Risk Management Inspector” means a Risk Management Inspector appointed under Part IV of the *Act*;
- f) “Risk Management Official” means the Risk Management Official appointed under Part IV of the *Act*;
- g) “Source Protection Authority” means a Conservation Authority or other person or body that, under subsection 4 (2) or section 5 of the *Act*, is required to exercise and perform the powers and duties of a drinking water Source Protection Authority under the *Act*;
- h) “Source Protection Plan” means a drinking water source protection plan prepared under the *Act*.

ARTICLE THREE RESPONSIBILITIES

Section 3.01: Responsibilities of the Authority

The Authority is responsible for all the powers and duties of an enforcement body under Part IV of the *Act*. The duties and powers **include but are not limited to** those listed in this Section.

The Authority shall:

- (i) Appoint such Risk Management Officials and Risk Management Inspectors as are necessary for the enforcement of Part IV of the *Act*.
- (ii) Provide mapping to the Municipalities and establish protocols in consultation with the Municipalities to ensure Part IV requirements are incorporated into the review of applications under the *Planning Act* and *Building Code Act*.
- (iii) Review applications under the *Planning Act* and *Building Code Act* as deemed necessary under the protocols referred to in (ii) and issue notices with respect to Restricted Land Use policies prior to those applications proceeding.
- (iv) Negotiate or, if negotiations fail, establish risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location subject to the *Act*.
- (v) Review and accept risk assessments under the *Act*.
- (vi) Conduct inspections and use powers of entry on properties where reasonable and obtain inspection warrants from a court where required.
- (vii) Issue orders and notices, prosecute any offences under Part IV of the *Act* and exercise any other powers set out under Part IV of the *Act* to ensure compliance with the Part IV policies in the Ausable Bayfield Source Protection Plan and the Maitland Valley Source Protection Plan.
- (viii) Maintain records in accordance with the *Act* and make records available to the public when required to do so and to the Municipalities upon request.
- (ix) Prepare documentation and make provisions for staff to attend Environmental Review Tribunal Hearings.
- (x) Report annually on activities as required under the *Act* and provide a copy of the annual report to the Municipalities.

Section 3.02: Responsibilities of the Municipalities

The Municipalities shall adhere to agreed upon protocols (including circulating certain applications to the Risk Management Official) to ensure Part IV requirements are incorporated into the review of:

- (i) building permit applications;
- (ii) applications under provisions of the Planning Act that are prescribed in section 62 of the Regulation; and
- (iii) generally, cooperate with and assist the Authority with the protection of safe drinking water.

Section 3.03: Information and Data Sharing

To facilitate implementation of this Agreement:

- (i) The Municipalities shall provide information and data required by the Authority to carry out its powers and duties under Part IV of the *Act*.
- (ii) The Authority shall provide records related to its powers and duties under Part IV of the *Act* to the Municipalities, upon request. In the event of termination of this Agreement, records will be transferred to their respective Municipalities.

ARTICLE FOUR COSTS

Section 4.01: Responsibility for Cost of Service Delivery

The Municipalities are responsible for the costs of the enforcement of Part IV of the *Act*. The Municipalities shall pay the Authority as per Schedule A of this Agreement.

Section 4.02: Recovery of Extraordinary Costs

The Authority, through consultation with the Municipalities will recover from the Municipalities costs incurred as a result of legal actions initiated by or against the Authority associated with executing its duties and powers under this Agreement and for costs associated with non-routine work including but not limited to enforcement orders, warrants, Environmental Review Tribunal Hearings and retention of third party experts. These costs are in addition to those outlined in Schedule A.

ARTICLE FIVE OFFICIALS AND INSPECTORS

Section 5.01: Appointment

The Authority will appoint such Risk Management Officials and Risk Management Inspectors as are necessary pursuant to subsection 48 (2) of the *Act* and shall issue a certificate of appointment to the Risk Management Officials and Risk Management Inspectors as per subsection 48 (3) of the *Act*.

Section 5.02: Qualifications

The Risk Management Officials and Risk Management Inspectors will be qualified as prescribed by the Regulation.

ARTICLE SIX LIABILITIES AND INSURANCE

Section 6.01: Insurance

The Authority shall provide and maintain Commercial/Comprehensive General Liability insurance subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Authority shall provide and maintain Errors and Omissions insurance subject to limits of not less than an annual aggregate of Two Million Dollars (\$2,000,000.00). Such insurance shall provide coverage for all errors and omissions made by the Authority, its officers, directors and employees in regard to the obligations of the Authority under this Agreement.

Such insurance shall be kept in force for the two years following termination of this Agreement.

Such insurance shall be in the name of the Authority and shall name the Municipalities as additional insured there under. Evidence of insurance satisfactory to the Municipalities shall be provided to the Municipalities prior to the commencement of work. The Authority shall annually provide the Municipalities with Certificate(s) of Insurance confirming that the said insurance policies are in good standing.

Section 6.02: Workplace Safety and Insurance Board (WSIB)

The Authority will provide upon request, verification of WSIB coverage.

Section 6.03 Indemnification

The Municipalities agree to save harmless and indemnify the Authority, and its employees, agents, assigns, directors and officers (collectively, the ‘Indemnified Parties’) from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to governmental inquiries, administrative or judicial proceedings, which the Authority Indemnified Parties, might suffer, have imposed on, or incur in connection with or arising out of: this Agreement; any enforcement duties or responsibilities; or otherwise in connection with the *Act* or any regulations thereunder.

The Authority agrees to save harmless and indemnify the Municipalities, and its employees, agents, assigns, directors and officers (collectively, the ‘Indemnified Parties’) from and against any claims, costs, fees, losses, damages or expenses of every nature and kind whatsoever, including but not limited to governmental inquiries, administrative or judicial proceedings, which the Municipal Indemnified Parties, might suffer, have imposed on, or incur in connection with or arising out of the Authority failing to perform its duties or responsibilities under this Agreement.

ARTICLE SEVEN

TERM, RENEWAL, TERMINATION AND AMENDMENT OF AGREEMENT

Section 7.01: Initial Term

This Agreement shall continue in force for a period of 3 years, commencing on the 1st day of January 2024, and ending the 31st day of December 2026.

Section 7.02: Deemed Renewal

This Agreement will automatically continue following the expiry of the term set out in Section 7.01 until it is:

- a. Superseded or replaced by a subsequent agreement; or
- b. Terminated in its entirety by either party by giving 90 days written notice.

Section 7.03: Termination

The Agreement may be terminated by either party with a minimum of 180 days written notice.

Section 7.04: Amendment

This Agreement may be amended by mutual agreement from time to time to reflect changes in programs, funding and personnel in both parties, or changes in provincial policy.

ARTICLE EIGHT MISCELLANEOUS

Section 8.01: Preamble

The preamble hereto shall be deemed to form an integral part hereof.

Section 8.02: Instrument in Writing

This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

Section 8.03: Assignment

This Agreement shall not be assignable by either party.

Section 8.04: Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent that, a delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, pandemics, fires, floods, wind storms, riots, labour problems (including lock-outs, strikes and slow-downs) or court injunction or order.

Section 8.05: Notices

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given and shall be given by being delivered or mailed to the following addresses of the parties respectively:

(a) To the Authority:

Brian Horner, General Manager / Secretary-Treasurer

Ausable Bayfield Conservation Authority
71108 Morrison Line
R.R. # 3
Exeter, ON N0M 1S5

(b) To the Municipalities:

Municipality of Bluewater
PO Box 250, 14 Mill Avenue
Zurich, ON N0M 2T0
Attention: Municipal Clerk / Chief Administrative Officer

Municipality of Central Huron
PO Box 400, 23 Albert Street
Clinton, ON N0M 1L0
Attention: Municipal Clerk / Chief Administrative Officer

Municipality of Huron East
PO Box 610, 72 Main Street
Seaforth, ON N0K 1W0
Attention: Municipal Clerk / Chief Administrative Officer

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

Attention: Municipal Clerk / Chief Administrative Officer

Municipality of North Perth
330 Wallace Ave. N.
Listowel ON N4W 1L3

Attention: Municipal Clerk / Chief Administrative Officer

Township of Ashfield-Colborne-Wawanosh
82133 Council Line
R.R.#5
Goderich, ON N7A 3Y2

Attention: Municipal Clerk / Chief Administrative Officer

Township of Huron-Kinloss
21 Queen Street, P.O. Box 130
Ripley, ON N0G 2R0

Attention: Municipal Clerk / Chief Administrative Officer

Township of North Huron
Box 90, 274 Josephine Street
Wingham, ON N0G 2W0

Attention: Municipal Clerk / Chief Administrative Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Agreement.

Section 8.06: Headings

The Section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 8.07: Governing Law

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

AUSABLE BAYFIELD CONSERVATION AUTHORITY

Signature	Marissa Vaughan	Chair	Date
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Signature	Brian Horner	General Manager and Secretary-Treasurer	Date
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MUNICIPALITY OF BLUEWATER

Signature	Paul Klopp	Mayor	Date
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Signature	Chandra Alexander	Clerk	Date
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I/We have authority to bind the Municipality.

MUNICIPALITY OF CENTRAL HURON

Signature	Jim Ginn	Mayor	Date
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Signature	Rachel Anstett	Clerk	Date
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I/We have authority to bind the Municipality.

MUNICIPALITY OF HURON EAST

Signature	Bernie MacLellan	Mayor	Date
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Signature	Jessica Rudy	Clerk	Date
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I/We have authority to bind the Municipality.

MUNICIPALITY OF MORRIS-TURNBERRY

Signature	Jamie Heffer	Mayor	Date
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Signature	Trevor Hallam	CAO-Clerk	Date
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I/We have authority to bind the Municipality.

MUNICIPALITY OF NORTH PERTH

Signature	Todd Kasenberg	Mayor	Date
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Signature	Sarah Carter	Clerk	Date
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I/We have authority to bind the Municipality.

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Signature	Glen McNeil	Mayor	Date
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Signature	Florence Witherspoon	Clerk	Date
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I/We have authority to bind the Township.

TOWNSHIP OF HURON-KINLOSS

Signature	Don Murray	Mayor	Date
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Signature	Jennifer White	Clerk	Date
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I/We have authority to bind the Township.

TOWNSHIP OF NORTH HURON

Signature	Paul Heffer	Reeve	Date
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Signature	Carson Lamb	Clerk	Date
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I/We have authority to bind the Township.

SCHEDULE 'A'

RMO Delivery Costs

January 01, 2024 through December 31, 2026



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 61-2023

Being a by-law to establish the pay range grid for the year 2024 for employees of the Municipality of Morris-Turnberry.

WHEREAS Section 283 (1) of the Municipal Act, S.O. 2001, c. 25, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS Section 283 (2) of the Municipal Act, SO 2001 c.25 provides that despite any Act, a municipality may only pay the expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if

- a) the expenses are actually incurred; or
- b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred";

AND WHEREAS the Council of this Municipality deems it appropriate to pass a by-law to establish rates of remuneration to employees of the municipality;

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

1. That the Pay Range Grid for the year 2024 attached hereto as Schedule 'A' and forming part of this by-law be adopted;
2. That the employee expense policy attached hereto as Schedule 'B' and forming part of this by-law be adopted;
3. That upon coming into force and effect this by-law shall supersede by-law 47-2022 and all previous by-laws or resolutions and parts of by-laws or resolutions inconsistent with the provisions of this by-law regarding the pay grid and employee expense policy for the Municipality of Morris-Turnberry
4. That this by-law shall come into force and effect on January 1, 2024.

Read a FIRST and SECOND time this 21st day of November 2023

Read a THIRD time and FINALLY PASSED this 21st day of November 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 62-2023

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on November 21, 2023.

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

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the November 21st, 2023, meeting be confirmed and adopted by By-law;

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

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 21st day of November 2023, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 21st day of November 2023

Read a THIRD time and FINALLY PASSED this 21st day of November 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam