MUNICIPALITY OF MORRIS-TURNBERRY
COUNCIL CHAMBERS
41342 Morris Road
Tuesday, November 20th, 2018  7:30 pm

AGENDA

Public Notice - Published in the Wingham Advance and Citizen Newspaper – October 24th, 2018
Posted on the Website – October 18th, 2018
Agenda placement on the counter – November 16th, 2018
Notice placed on the front door – October 18th, 2018

RECORDING EQUIPMENT: Excerpt from the Procedural By-law Section 28.1:
At the meetings of Council or a Committee, the use of cameras, electric lighting equipment, flash bulbs, recording equipment, television cameras and any other device of a mechanical, electronic or similar nature used for transcribing or recording proceedings by auditory or visual means by the members of the public, including accredited and other representatives of any news whatsoever, may be permitted and shall be subject to the approval of the Council and/or direction of the Mayor or Committee Chair, unless otherwise decided by the Council or a Committee, prior to the Call to order of the meeting.

Disclosure of recording equipment:
The Mayor or designate shall ask the members of the gallery if anyone wishes to request approval for the use of recording equipment, etc., as stated in the Council Procedural By-law. Please disclose Name and type of equipment to be used.

1) Call to order: Mayor Paul Gowing

2) Agenda:
   To add items to the agenda, please state item and nature of item
   ** Items must be added to the agenda to be discussed in ‘Other Business’

   Adoption of Agenda:
   Moved by ___________________________  Seconded by ___________________________
   "That the agenda for the meeting of November 20th, 2018 be adopted as circulated or amended or"
   Any discussion
   Is everyone in Favour or Opposed
   Disposition Carried or Defeated
3) **Declaration of Pecuniary Interest:**
Does any member wish to declare a pecuniary interest?
♦ State interest and nature

4) **Minutes:** attached

4.1 Minutes
Are there any errors or omissions to the minutes of the November 6th, 2018 Council Meeting?

Moved by Seconded by
“That the minutes of the October 16th, 2018 Council Meeting, be adopted as circulated or as amended.”

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

5) **Business from the Minutes**
Is there any business from the minutes to be discussed.

6) **Accounts**

6.1 **Account List:** attached
A copy of the November 20th, 2018 account listing is attached.

Moved by Seconded by
“That the 2018 Accounts dated November 20th, 2018 be approved for payment in the amount of $ .” or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

6.2 **Pay Report** attached

Moved by Seconded by
“That the Council of the Municipality of Morris-Turnberry accept the pay reports, dated November 14th, 2018 or .”

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
7) **Building Department:**
Kirk Livingston - CBO

7:40 pm

7.1 **Building Department / Property Standards Activity Reports -- October and November, 2018**

Moved by Seconded by
“That the Council of the Municipality of Morris-Turnberry receive the Building Department Activity Report for October and November, 2018, and the Property Standards/ By-law Enforcement report for October, 2018, as submitted November 20th, 2018."

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

8) **Public Works:**
Mike Alcock – Director of Public Works

7:50 pm

8.1. **Operations Report**
Report is attached

Moved by Seconded by
“That the Council of the Municipality of Morris-Turnberry accept the Public Works Operation Report or" 

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

8.2 **Sale of 2008 Case 580 Backhoe on GovDeals**

A report is attached.

Moved by Seconded by
“That the Council of the Municipality of Morris-Turnberry receive the Report on the Sale of the 2008 Case 580 Backhoe and approve the sale for the bid price of $______

or"

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
8.3 Preliminary Design Options for M230 Blind Line Bridge on Abraham Line

A report is attached.

Moved by ______________________ Seconded by ______________________
That the Council of the Municipality of Morris-Turnberry receive the Report on Structure M230 for discussion and information purposes.

or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

9) Fire Agreement with North Huron

Marty Bedard, Fire Chief will be in attendance.

A report is attached.

Moved by ______________________ Seconded by ______________________
That the Council of the Municipality of Morris-Turnberry hereby accepts the report from the Fire Chief regarding our Renewal of the Fire Agreement with North Huron.

or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

10) AG4 (Agricultural Small Holding) Properties and the Keeping of Livestock.

Jenn Burns, Huron County Planner will be in attendance.

A report is attached.

Moved by ______________________ Seconded by ______________________
That the Council of the Municipality of Morris-Turnberry receive the Report for information purposes.

or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
11) Business:
11.1 Resolutions- McKellar – Governance Models attached

Moved by __________________ Seconded by __________________
“That the Council of the Municipality of Morris-Turnberry support and endorse the following resolution:”

or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

11.2 Municipal Insurance Coverage attached

Report is attached.

Moved by __________________ Seconded by __________________
“That the Council of the Municipality of Morris-Turnberry approve the for renewal of the Municipal insurance coverage for the year 2019 from JLT Canada or”

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

12) By-laws:
12.1 By-law to authorize the purchase of land attached

Moved by __________________ Seconded by __________________
“That By-Law No 74-2018 be adopted as given first, second, third and final readings being a by-law to authorize the purchase of land from Kevin Douglas Pletch and Barbara Anne Pletch, in the Municipality of Morris-Turnberry”

or

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
12.2 By-law to appoint an Integrity Commissioner, Closed Meeting Investigator and Ombudsman

Moved by ___________________________ Seconded by ___________________________
"That By-Law No 75 -2018 be adopted as given first, second, third and final readings
being a by-law to appoint an Integrity Commissioner, Closed Meeting Investigator and
Ombudsman
"

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

12.3 By-law to sell property

Moved by ___________________________ Seconded by ___________________________
"That By-Law No 76 -2018 be adopted as given first, second, third and final readings
being a by-law to sell property, located in the Geographic Township of Turnberry, being
property, located in the Geographic Township of Turnberry, municipality of Morris-
turnberry, being described as: 236 Alice Street, Lower Town, Wingham, Ontario, more
particularly described as Plan 410 Park Lots 31 and 34; Pt Park Lot 33, Parts 1, 2, 3, 4,
and 5 on RP 22R- (being all of PIN 41052-0137), Turnberry
"

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

12.4 By-law to authorize the renewal of the contract with Veolia Water Canada Inc

Moved by ___________________________ Seconded by ___________________________
"That By-Law No 77 -2018 be adopted as given first, second, third and final readings
being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate seal to
authorize the renewal of the contract with Veolia Water Canada Inc. for the Belgrave
Water System
"

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
12.5 By-law to establish a Procurement of Goods & Services Policy

Moved by                    Seconded by
"That By-Law No 78 -2018 be adopted as given first, second, third and final readings being a by-law to establish a Procurement of Goods & Services Policy for the Municipality of Morris-Turnberry or ."

Any discussion
Is everyone in Favour or Opposed
Disposition        Carried or Defeated

12.6 By-law to Confirm Reserves and Establish Reserve funds

Moved by                    Seconded by
"That By-Law No 79 -2018 be adopted as given first, second, third and final readings being a by-law to confirm reserves and establish reserve funds, for the Municipality of Morris-Turnberry or ."

Any discussion
Is everyone in Favour or Opposed
Disposition        Carried or Defeated

12.7 By-law to Authorize Borrowing

Moved by                    Seconded by
"That By-Law No 80 -2018 be adopted as given first, second, third and final readings being a by-law to authorize the borrowing of money to meet current expenditures of the council of the Municipality of Morris-Turnberry for Bridge Financing or ."

Any discussion
Is everyone in Favour or Opposed
Disposition        Carried or Defeated
12.8  **By-law to amend the Cross Boarder Agreement**  
A copy of the agreement will be emailed to council prior to the Meeting

Moved by  
Seconded by  
"That By-Law No 81-2018 be adopted as given first, second, third and final readings being a by-law to amend the Cross Border Agreement under the Authority of By-Law No. 44-2017 and to authorize the signing of an Agreement between the Corporation of the Municipality of Morris-Turnberry and the Corporation of the Township of North Huron, regarding the Supply of Water and Sewer Services, to the owners or occupants of land beyond the limit of the Municipality of Morris-Turnberry or ."

Any discussion  
Is everyone in Favour or Opposed  
Disposition  Carried or Defeated

13) **Council Reports:**  
*Jamie Heffer:*

*Sharen Zinn:*

*Jim Nelemans:*

*Dorothy Kelly*
John Smuck

Mayor Paul Gowing:

14) **Items for Information**
   1. Ministry of Municipal Affairs and Housing – Wingham and Area Flood Plain Mapping Update Project
   2. MPAC – Municipal Change Profile – Estimated Phased – in Growth

15) **Minutes**
   1. 

16) **Other Business:**
   Items must be added to the agenda to be discussed in ‘Other Business’

17) **Additions to the agenda for the next meeting:**
   1. Is there any business to add to the agenda for the next or any following meeting?

**BREAK**
18) **Closed Session:**

**Confidential Matters:**
1. Proposed Acquisition and Disposition of Land by the Municipality, pursuant to Section 239 (2) (c) of the Municipal Act;
2. Matters concerning Employees, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.

18.1 **Enter into Closed Session:**
Moved by Seconded by
“That the Council adjourn the Public Session of Council and enter into a Closed to the Public Session for the following matters:
1.

Or
Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

18.2 **Adjourn the Closed Session:**
Moved by Seconded by
“That the Council adjourn the Closed to the public session and re-enter regular open session of council.”
Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated

18.3 **Report to the Public from Closed Session.**

18.4 **Action from the Closed Session: (if required)**

1. Moved by Seconded by

Any discussion
Is everyone in Favour or Opposed
Disposition Carried or Defeated
19) By-law No. 73 - 2018  Confirming By-law  

Moved by  Seconded by  
"That By-law No.73 - 2018 be passed as given first, second, third and final readings, being a by-law to Confirm the actions of the Municipality of Morris-Turnberry for the Meeting November 20th, 2018."

Any discussion  
Is everyone in Favour or Opposed  
Disposition  Carried or Defeated

20) Adjournment:  
Moved by  Seconded by  
"That the meeting be adjourned at  pm. and this is deemed to be a hour meeting."

Any discussion  
Is everyone in Favour or Opposed  
Disposition  Carried or Defeated

Next Meetings:

1. Closed Session of Council Meeting  Tuesday November 27th, 2018  6:30 pm  
2. Special Council Meeting  Tuesday November 27th, 2018  7:30 pm  
3. Inaugural Meeting of Council  Tuesday December 4, 2018  5:00 pm  
4. Budget Meeting of Council  Tuesday December 11, 2018  7:00 pm  
5. Regular Meeting of Council  Tuesday December 18, 2018  7:30 pm
MUNICIPALITY OF MORRIS-TURNBERRY  
COUNCIL CHAMBERS  
41342 Morris Road  
Tuesday, November 6th, 2018  7:30 pm

Minutes of the Meeting

1) Call to order: The meeting was called to order by Mayor Paul Gowing at 7:30 pm with all members in attendance.

Council in Attendance:  
Paul Gowing  
Jamie Heffer  
Dorothy Kelly  
Jim Nelemans  
John Smuck  
Sharen Zinn

Staff in Attendance:  
Nancy Michie  Administrator Clerk – Treasurer  
Kirk Livingston  Chief Building Official  
Jenn Burns  Huron County Planner  
Kim Johnston  Recording Secretary

Media in Attendance:  
1. Kelsey Dunbar  Wingham Advance Times

Others in Attendance:  
1. Natalee Roberts  Gallery Observer  
2. Andrew Somers  Property Owner  
3. Deborah Logue  Executive Director of the Victim Services

1.1 Recording Equipment:  
Kelsey Dunbar of the Wingham Advance Times disclosed the use recording equipment, for the use of writing articles.
2) **Agenda:**

2.1 **Adoption of Agenda:**
An Addendum from the Clerk was presented with three items for the Closed Session of Council.
John Smuck requested an item to be discussed in Closed Session regarding Identifiable Individual

**Adoption of Agenda:**

**Motion:** 473-2018  Moved by Dorothy Kelly  Seconded by Sharen Zinn
"That the agenda for the meeting of November 6th, 2018 be adopted as amended."
Disposition  Carried

3) **Declaration of Pecuniary Interest:**
No member declared a pecuniary interest, at this time

4) **Minutes:**

4.1 **Minutes**

**Motion:** 474-2018  Moved by Jim Nelemans  Seconded by Jamie Heffer
"That the minutes of the October 16th, 2018 Council Meetings, be adopted as circulated."
Disposition  Carried

5) **Business from the Minutes**
There was no business from the minutes to be discussed.

6) **Accounts**

6.1 **Account List:**

**Motion:** 475-2018  Moved by Jim Nelemans  Seconded by Jamie Heffer
"That the 2018 Accounts dated November 6th, 2018 be approved for payment in the amount of $432,345.32."
Disposition  Carried

6.2 **Pay Report**

**Motion:** 476-2018  Moved by Dorothy Kelly  Seconded by Sharen Zinn
"That the Council of the Municipality of Morris-Turnberry accepts the pay reports, dated October 17th and October 31st, 2018."
Disposition  Carried

7) **Huron Domestic Assault Review Team**
Deborah Logue – Executive Director of the Victim Services was in attendance.

**Motion:** 477-2018  Moved by Sharen Zinn  Seconded by Dorothy Kelly
"That the Council of the Municipality of Morris-Turnberry receive the report submitted by the Huron Domestic Assault Review Team and authorize that the Municipality of Morris-Turnberry lower the flags on December 6th, 2018 in recognition of Remembrance and Action on Violence Against Women; and post a banner in the Belgrave Community Center and too wear white ribbons."
Disposition  Carried Unanimously

Deborah Logue left the meeting at 7:53pm
8) Request for the Keeping of Mini Pigs/Pot Belly Pigs
Kirk Livingston and Jenn Burns were in attendance. A report from the Planning Department with questions on proceeding to draft the Zoning Amendment were presented.

Motion: 478-2018 Moved by Sharen Zinn Seconded by Jim Nelemans
"That the Council of the Municipality of Morris-Turnberry hereby rescind Motion 367-2018, in regard to Pot Belly/Mini Pigs in Urban areas; and that the request of Andrew Somers, dated May 11, 2018, for an exception to keep mini pigs, be denied."

John Smuck requested a recorded vote. The Clerk called the vote in random order:
Jamie Heffer – Yes
Dorothy Kelly – Yes
Paul Gowing – Yes
Jim Nelemans – Yes
John Smuck – No
Sharen Zinn - Yes
Disposition Carried.

Jenn Burns, Andrew Somers and Natalee Roberts left the meeting at 8:20pm

9) Drainage Matters:
Kirk Livingston - Drainage Superintendent was in attendance.

9.1 Gregory Drain – Request Section 78

Motion: 479-2018 Moved by Dorothy Kelly Seconded by John Smuck
"That the Council of the Municipality of Morris-Turnberry accept the petition for improvement to the Gregory Municipal Drain at 745 Josephine Street North, Wingham, Turnberry, under Section 78 of the Drainage Act; and that Dietrich Engineering Firm, be appointed to prepare a report."
Disposition Carried

9.2 Blyth Creek Drain Tenders Results:

Motion: 480-2018 Moved by Jim Nelemans Seconded by Dorothy Kelly
"That the Council of the Municipality of Morris-Turnberry approve the tender recommendation of R J Burnside that the tender be awarded to Van Gestal Excavating at the tender price of $211,613.68, plus HST."
Disposition Carried
10) Business:

10.1 Resolutions

1. McKellar – Governance Models

Motion: 481-2018 Moved by Jim Nelemans Seconded by Dorothy Kelly

“That the Council of the Municipality of Morris-Turnberry file the following resolution:
   1. McKellar – Governance Models.”

Disposition Carried

10.2 Draft Procurement Policy:

Motion: 482-2018 Moved by Jim Nelemans Seconded by Dorothy Kelly

“That the Council of the Municipality of Morris-Turnberry approve the draft Procurement Policy as presented and that the Clerk be instructed to prepare a by-law to adopt the Procurement Policy– 2018.”

Disposition Carried

10.3 Contract for Water Operations

Motion: 483-2018 Moved by Sharen Zinn Seconded by Jamie Heffer

“That the Council of the Municipality of Morris-Turnberry hereby grant approval for the renewal of the agreement for the operation of the Belgrave Water system with Veolia Water Canada Inc and to engage Veolia Water Canada Inc to assume the role of testing water at the Bluevale Community Hall and the Morris-Turnberry Municipal office, as required by the Huron County Health Unit.”

Disposition Carried

10.4 Cost Sharing Policy – MVCA Water and Erosion Control Infrastructure

Motion: 484-2018 Moved by Sharen Zinn Seconded by Jim Nelemans

“That the Council of the Municipality of Morris-Turnberry hereby approve the Cost Sharing Policy with MVCA for Water and Erosion Control Infrastructure Projects.”

Disposition Carried

10.5 Notice from LPAT in regards to 30 McCrea Street Belgrave

A copy of the October 31,2018 letter was reviewed by Council for information, only.

10.6 Santa Claus Parades

A report of the 2018 Christmas parades was presented.
Sharen Zinn, Jamie Heffer, Dorothy Kelly and Paul Gowing will attend the parade in Wingham.
Pau I Gowing will attend the parade in Blyth
Paul Gowing and John Smuck will attend the parade in Brussels
10.7 Huron Manufacturing Gala Event
Dorothy Kelly, Jamie Heffer and Sharen Zinn will attend.

10.8 Council Meetings in November and December, 2018.
This item was deferred to be considered following Closed Session, to determine meetings required for Confidential matters.

10.9 Report on Municipal Insurance for 2019

Motion: 485-2018 Moved by Sharen Zinn Seconded by Dorothy Kelly
"That the Council of the Municipality of Morris-Turnberry hereby request a quote of the Municipal Insurance coverage for the year 2019 from JLT Canada."
Disposition Carried

11) By-laws:

11.1 By-law to Adopt a Complaint Handling Policy

Motion: 486-2018 Moved by Jim Nelemans Seconded by Sharen Zinn
"That By-Law No 72 -2018 be adopted as given first, second, third and final readings being a by-law to adopt a Complaint Handling Policy, in the Municipality of Morris-Turnberry."
Disposition Carried

12) Council Reports:
Jamie Heffer:
He attended a Shared Services meeting on October 26, 2018 with North Huron.
The interview process for the CAO/Clerk has started.

Sharen Zinn:
She attended a Cycling Committee meeting on November 5, 2018.

Jim Nelemans:
He attended the R 2 R Conference. They host one every 2 years. Everyone should attend. It is well done.

Dorothy Kelly
She attended a Physician Recruitment Meeting, they met the new Doctor for Teeswater. They had a farewell lunch for Dr. Gear. They raised $5700.00 with the Libro Fundraiser.
John Smuck
He attended the Shared Services meeting with North Huron on October 26, 2018.
The Bluevale Community Committee has placed a new Pool table in the Community Hall.

Mayor Paul Gowing:
He attended the Shared Services meeting with North Huron on October 26, 2018.
The Interview process for the CAO/Clerk has begun.
He attended the Warden’s banquet on November 2, 2018 at the Libro Hall, Clinton

13) Items for Information
1. Thankyou - Nolan Johnston
2. Drinking Water Source Protection
3. Retirement Sid VanderVeen – Council wish to send a set of History Books with a card
4. North Huron Community Improvement Plan
5. North Huron Fire Report
6. Morris-Turnberry Election Voter Turnout 2018
7. JLT Canada Sector Summit

14) Minutes
1. Maitland Valley Conservation Authority

15) Other Business:
1. There was no other business to discuss

16) Additions to the agenda for the next meeting:
1. There was no other business to add to the agenda for the next or any following Meeting.

BREAK- The Council took a short break at 9:35pm and returned at 9:45pm.

Kelsey Dunbar, Kim Johnston, and Kirk Livingston, left the meeting at 9:35pm
17) **Closed Session:**

**Confidential Matters:**

1. Proposed Acquisition and Disposition of Land by the Municipality, pursuant to Section 239 (2) (c) of the Municipal Act;
2. Agreement/ Provision of Services, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
3. Matter of Contract Negotiations, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
4. Matters concerning Employees, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
5. Three (3) Matters concerning an Identifiable Individual-, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual, included in the Addendum to the Agenda.
6. One Matter concerning an Identifiable Individual-, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual, as requested by John Smuck.

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**17.1 Enter into Closed Session: 9:45pm**

*Motion: 487-2018 Moved by Dorothy Kelly Seconded by Jamie Heffer*

1. Proposed Acquisition and Disposition of Land by the Municipality, pursuant to Section 239 (2) (c) of the Municipal Act;
2. Agreement/ Provision of Services, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
3. Matter of Contract Negotiations, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
4. Matters concerning Employees, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual.
5. Three (3) Matters concerning an Identifiable Individual-, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual, included in the Addendum to the Agenda.
6. One Matter concerning an Identifiable Individual-, pursuant to Section 239 (2) (b) Personal matters of an identifiable individual, as requested by John Smuck."

Disposition Carried

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**17.2 Adjourn the Closed Session:**

*Motion: 488-2018 Moved by Dorothy Kelly Seconded by Jamie Heffer*

"That the Council adjourn the Closed to the public session and re-enter regular open session of Council."

Disposition Carried

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**17.3 Report to the Public from Closed Session.**

The Council discussed 8(eight) items in Closed session, regarding Proposed Acquisition and Disposition of Land, Agreement/Provision of Services, Contract Negotiations, and Identifiable Individuals.
17.4 Action from the Closed Session:
Upcoming Council Meetings:

Motion: 489-2018  Moved by Dorothy Kelly  Seconded by Sharen Zinn
"That the Council of the Municipality of Morris-Turnberry hereby approve the following Council meetings and the meetings shall be advertised pursuant to the required Notice of the Meetings:
1. November 19th, Special Meeting of Council- Employee Matter @ 7:30 pm.
2. November 20th Regular Meeting of Council @ 7:30 pm
3. November 27th Special Meeting of Council - Meeting to finalize the business of the current council @ 7:30 pm.
4. December 4th Inaugural Meeting @ 5 pm
5. December 11th Budget Meeting @ 7 pm
6. December 18th Regular Meeting of Council @ 7:30 pm"
Disposition Carried

18) By-law No. 73 - 2018 Confirming By-law

Motion: 490-2018  Moved by Jim Nelemans  Seconded by Sharen Zinn
"That By-law No. 73 - 2018 be passed as given first, second, third and final readings, being a by-law to Confirm the actions of the Municipality of Morris-Turnberry for the Meeting November 6th, 2018."
Disposition Carried

19) Adjournment:

Motion: 491-2018  Moved by Dorothy Kelly  Seconded by John Smuck
"That the meeting be adjourned at 12:00pm. and this is deemed to be an over 4 hour meeting."
Disposition Carried

__________________________
Mayor, Paul Gowing

__________________________
Clerk, Nancy Michie
Morris Turnberry  
Account List for  
November 6 2018

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<th>Account Name</th>
<th>Description</th>
<th>Amount</th>
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<td>Morris Office</td>
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<td>WSIB</td>
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| Council Payroll- October | 6,091.92 |
| Receiver General         | 485.52   |
| Payroll                  |          |
| October 17 2018          | Payroll  | 15,592.47 |
|                          | Expenses | 641.30    |
| October 31 2018          | Payroll  | 16,258.84 |
|                          | Expenses | 599.50    |

| Building Department      |          |
| Bell Mobility            | Cell Phone | 155.37   |
| Minister of Finance      | Vehicle Licence Renewal | 120.00 |
| Minister of Finance      | EHT - October 2018     | 362.34   |
| WSIB                    | WSIB - October 2018    | 535.14   |
| Payroll                 |                        |          |
| October 17 2018          | Payroll  | 6,653.25 |
|                          | Expenses | 546.70   |
| October 31 2018          | Payroll  | 7,010.34 |
|                          | Expenses | 377.37   |

| Property Standards      |          |
| Manot & Laidlaw Municipal Drains | 200.00 |
| Wallace Municipal Drain   | 5,466.63 |
| Mathers Municipal Drain   | 1,209.10 |
| Workman Municipal Drain   | 6,351.95 |
| Wayne Fear Municipal Drain| 1,458.13 |
| Garniss Municipal Drain   | 2,704.40 |

| Drainage                |          |
| Manot & Laidlaw Municipal Drains | 200.00 |
| Wallace Municipal Drain   | 5,466.63 |
| Mathers Municipal Drain   | 1,209.10 |
| Workman Municipal Drain   | 6,351.95 |
| Wayne Fear Municipal Drain| 1,458.13 |
| Garniss Municipal Drain   | 2,704.40 |
## Parks & Cemeteries

<table>
<thead>
<tr>
<th>Service</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>Hydro One</td>
<td>Kinsmen Park</td>
<td>32.17</td>
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<td>Paul Cook Electric</td>
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## Belgrave Water

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<td>Humphrey Well</td>
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## Landfill

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<tr>
<td>Bell Mobility</td>
<td>Cell Phone</td>
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<td>Hydro One</td>
<td>Morris Landfill</td>
<td>55.22</td>
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<td>RJ Burnside &amp; Associates</td>
<td>Morris Landfill</td>
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<td>Truly Nolen</td>
<td>Insect Control</td>
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## Roads

<table>
<thead>
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<th>Service</th>
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</thead>
<tbody>
<tr>
<td>Bell Canada</td>
<td>Turnberry Shop</td>
<td>84.92</td>
</tr>
<tr>
<td>Bell Canada</td>
<td>Morris Shop</td>
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<td>Cell Phones</td>
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<td>Morris Shop</td>
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<td>Hydro One</td>
<td>Turnberry Shop</td>
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<td>Union Gas</td>
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<td>Comco Fasteners Inc.</td>
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<td>Schmidt’s Power Equipment</td>
<td>Chainsaw Supplies</td>
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<td>Greg Pfaff Services</td>
<td>Chainsaw Operator Safety Course</td>
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<tr>
<td>Yard Boys</td>
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<td>1894 Inc.</td>
<td>Weather Tracker</td>
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<td>Jade Equipment</td>
<td>Brush Cutting</td>
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<td>Wesley Riley Contracting</td>
<td>Winter Sand</td>
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<td>Joe Kerr Ltd.</td>
<td>Haul Stumps &amp; Annual Inspection of 05-06</td>
<td>935.76</td>
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<td>McGavin Farm Equipment</td>
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<td>Vehicle Licence Renewals</td>
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<td>BM Ross &amp; Associates Ltd.</td>
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<td>Expenses</td>
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| **Roads Total**               |                  | 222,493.65 |

| **Account Total**             |                  | 432,345.32 |

Approved By Council: November 6 2018

Mayor - Paul Gowing
Treasurer - Nancy Michie
## Morris Turnberry
**Account List for November 20 2018**

### General
- **Hydro One**: Streetlights - $972.97
- **Bell Canada**: Turnberry Shop - Emergency Lines - $84.91
- **HuronTel**: Morris Office Internet - $99.38
- **Shaw Direct**: Satellite Programming - $76.91
- **CJ Johnston Office Solutions Inc.**: Office Supplies - $105.09
- **MicroAge Basics**: Office Supplies - $732.02
- **Goderich Print Shop**: Office Supplies - $577.94
- **The Citizen**: Advertisements - $378.55
- **The Wingham Advanced Times**: Advertisements - $273.46
- **Municipal World**: Subscription - $67.74
- **CIBC VISA**: All Candidates Meeting Notices - $187.67
- **AMCTO Finance Forum**: Canadian Centre for Rural Creativity - $400.00
- **EOC Container**: Couriers Documents - $55.27
- **Purolator**: Courier - $90.80
- **UPS Canada**: Courier - $23.54
- **Murray Keith**: Planning - $27.60
- **MTE Consultants**: Legal - $130.52
- **Artech Signs & Graphics**: Name Plates - $85.77
- **Blackburn Radio Inc.**: Election Advertisements - $452.00
- **Municipality of Central Huron**: Election Advertisements - $423.75
- **Technical Standards and Safety Authority**: Bluevale Hall Chairlift Licence - $100.00
- **McDonald Home Hardware**: Canadian Flags - $203.34
- **Len Baird**: Coyote Compensation - $1,000.00
- **Krantz Law, In Trust**: Property Purchase - $850,250.94
- **Huron County**: Freedom of Information Workshop - $200.00
- **Lincoln Miller**: Christmas Party - $300.00
- **To Recipients**: Service Awards - $2,550.00
- **Township of North Huron**: High Speed Internet - $113.00
- **Township of North Huron**: 2018 Q4 Fire Agreement - $49,577.37
- **Township of North Huron**: 2018 NHWCC Recreation Grant - $71,400.00
- **Township of North Huron**: 2018 Blyth Recreation Grant - $16,320.00
- **Township of North Huron**: 2018 Cemetery Grant - $17,308.00
- **Belgrave Community Centre Board**: 2018 Recreation Grant - $6,120.00
- **Bluevale Community Committee**: 2018 Operations Grant - $2,040.00

### Payroll
- **Payroll November 14 2018**: Payroll - $16,953.57
- **Payroll November 14 2018**: Expenses - $168.85
- **General Total**: $1,040,499.62

### Building Department
- **CIBC VISA**: OBOA Conference - $1,057.70
- **MicroAge Basics**: Office Supplies - $41.90
- **Foxton Fuels**: Fuel - $83.98
- **The Corporation of the County of Bruce**: Course Registration - $250.00

### Payroll
- **Payroll November 14 2018**: Payroll - $8,042.81
- **Payroll November 14 2018**: Expenses - $190.96
- **Building Total**: $9,666.54

### Property Standards
- **Keppelcreek**: Bylaw Enforcement - $592.00
- **Property Standards Total**: $592.00

### Drainage
- **Hydro One**: Hopper Pump - $29.46
- **RJ Burnside & Associates**: Blyth Creek Municipal Drain - $7,180.66
- **Robinson Farm Drainage Ltd.**: Johnston Municipal Drain - $11,021.70
- **Dietrich Engineering Limited**: Drainage Superintendent Jan to Mar 2018 - $28,137.00
- **Drainage Total**: $46,368.82
## Account List November 20 2018

### Parks & Cemeteries

<table>
<thead>
<tr>
<th>Provider</th>
<th>Service Description</th>
<th>Amount</th>
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<tr>
<td><strong>Belgrave Water</strong></td>
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<td>Kincardine Cable</td>
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<td>Allstream</td>
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<td><strong>Water Total</strong></td>
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<tr>
<td>John McKercher Construction Ltd.</td>
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<td>Fall Yard Waste Ad</td>
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<td>Fall Yard Waste Ad</td>
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<td>HuronTel</td>
<td>Turnberry Shop</td>
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Approved By Council: \[\text{November 20 2018}\]

Mayor - Paul Gowing

Treasurer- Nancy Michie
RECOMMENDATION:

THAT the Council of the Municipality of Morris Turnberry hereby receive the Building Department Activity Report for October & November 2018 for information purposes.

EXECUTIVE SUMMARY

The Building Department's 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 CBO provides monthly updates to Council on the operations of the Shared Services Building Department.

DISCUSSION

Building Permit Report – October & November 2018

<table>
<thead>
<tr>
<th>Permit #</th>
<th>Permit Type</th>
<th>Value of Project</th>
<th>Sq. Metre New Const.</th>
<th>Status</th>
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<tbody>
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<td>89-2018</td>
<td>New Residential Dwelling</td>
<td>$ 300,000.00</td>
<td>240.33</td>
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<tr>
<td>90-2018</td>
<td>Agricultural Storage Building</td>
<td>$ 25,000.00</td>
<td>289.85</td>
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<tr>
<td>91-2018</td>
<td>New Residential Addition</td>
<td>$ 15,000.00</td>
<td>33.45</td>
<td>issued</td>
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<tr>
<td>92-2018</td>
<td>New Residential Accessory Building</td>
<td>$ 30,000.00</td>
<td>83.61</td>
<td>issued</td>
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<tr>
<td>93-2018</td>
<td>New Storage Shed</td>
<td>$ 4,000.00</td>
<td>12.00</td>
<td>issued</td>
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<tr>
<td>94-2018</td>
<td>Septic Tank Replacement</td>
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<td>5.80</td>
<td>issued</td>
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<td>95-2018</td>
<td>Agricultural Shed Addition</td>
<td>$ 20,000.00</td>
<td>92.90</td>
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<td>96-2018</td>
<td>New Storage Shed</td>
<td>$ 80,000.00</td>
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<tr>
<td>97-2018</td>
<td>Commercial Accessory Building</td>
<td>$ 150,000.00</td>
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<td>98-2018</td>
<td>Demolition of Existing House</td>
<td>$ 2,000.00</td>
<td>92.90</td>
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<td>99-2018</td>
<td>New Truss Roof over Existing Building</td>
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<td>Enlarged Dwelling</td>
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<td>Basement Renovations and Under Pinning</td>
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<td>Accessory Building</td>
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<td>103-2018</td>
<td>Agricultural Storage Shed</td>
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<td>104-2018</td>
<td>Demolition of Existing House</td>
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<td>105-2018</td>
<td>New Residential Dwelling</td>
<td>$ 245,000.00</td>
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<td>106-2018</td>
<td>On Site Septic System</td>
<td>$ 8,000.00</td>
<td>371.61</td>
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</table>
Total Value of Construction to date: $9,971,717.00 (Last year: $11,550,710.00) & (103 permits)

Total permit Fees Collected to date: $122,602.51 (Last year: $143,956.87)

Zoning Certificates issued for this year: 42 (last year 52)

Just a note for this Council as some members will not be returning. During our budget proposal late 2017, the building department budget for $125,000.00 in revenue from building permits for the 2018 year. After completion and issuance of permit # 107-2018 we will have an amount of $125,500.00 meeting our anticipated budget number.

Kirk Livingston, Chief Building Official

Nancy Michie, Administrator Clerk-Treasurer
Report to the Council on November 20th, 2018
Subject: Operations Report
Presented by: Mike Alcock

Recommendation: That the Council of the Municipality of Morris-Turnberry receive the Public Works Operations Report for information

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

➢ Routine Road Patrols and regular maintenance activities continue to get completed as scheduled and / or as required.
➢ Winter Patrols have started in accordance with the Minimum Maintenance Standards.
➢ Grading loose top roads and shoulder grading was completed when weather permitted.
➢ Signs that failed reflectivity testing are being replaced.
➢ Tree cutting and stump removal or grinding of dead trees is ongoing.
➢ Sand has been hauled and stock piled in the landfill for winter cover.
➢ Shredded wood has been stockpiled in the landfill for winter cover.
➢ The 2008 case backhoe, and some small tools were put on GovDeals website for sale.
➢ Work on Boundary Agreements, road maintenance agreements, and budgets continues.
➢ Boreholes are scheduled for the first week of December.
➢ The culvert on Clyde Line re-opened October 15th and the bridge on Orange Hill Road re-opened on October 26th. The work on both structures was completed on schedule and under budget.
➢ The scope of the work for 2018 has been completed on Arthur Street and North Street following a lengthy delay due to a hydro guy wire that had to be removed by hydro in order to complete the watermain. The remainder of the work including surface asphalt, shouldering and fine grading ditches will be completed next year.
➢ The second Fall Yard Waste pick-up was completed on November 5th.

Thank you.

Mike Alcock,
Director of Public Works
Report to the Council on November 20th, 2018
Subject: Sale of 2008 Case 580 Backhoe on GovDeals
Presented by: Mike Alcock

- Recommendation: That the Council of the Municipality of Morris-Turnberry receive the Report on the Sale of the 2008 Case 580 Backhoe and approve the sale for the bid price of $______________ (to be given verbally at the Council Meeting).

Executive Summary:
In May 2018 Council endorsed the scheduled replacement of the 2008 Case Backhoe. At that time Council also approved placing the 2008 backhoe on GovDeals once the new backhoe arrived and was put into service.

In discussions with our representative at GovDeals it was decided that it would be in our best interest to not place a reserve bid on the backhoe, and instead place a note that Council approval would be required to sell the item. It was also discussed that a short time frame between the end of auction and Council approval should be used. For this reason, the bid price will be given verbally at the time of the meeting.

Comments:
It is estimated that the 2008 Case 580 Super M Backhoe should receive a bid price of approximately $35,000 at auction. The bid price does not include HST or the 7.5% seller’s premium. The amount of the proceeds the Municipality will receive from GovDeals is the bid price less the 7.5% seller’s premium.

Budget:
Included in the 2018 budget is $50,000 for equipment disposition. $32,000 of that amount was included for the 2008 Case Backhoe. The remainder is for the 2005 tandem combination plow. The replacement for the 2008 tandem combination plow is expected to arrive in March 2019.

Thank you.

Mike Alcock,
Director of Public Works
Report to the Council on November 20th, 2018

Subject: Preliminary Design Options for M230 Blind Line Bridge on Abraham Line
Presented by: Mike Alcock


Executive Summary:
Following 2018 Budget approval, B.M. Ross and Associates were engaged to commence the Class EA Process for the replacement of the steel bridge on Abraham Line. The preliminary design options include 5 options for replacement, 1 option to construct a road from County Road 86 and an option and an option to repair the existing structure to extend the life for a relatively short time frame. The attached report from B.M. Ross and Associates was received on October 24th, 2018.

In the near future staff from B.M. Ross and associates will attend a Council meeting to present the options and allow Council to make an informed decision on a preferred option for the replacement of the bridge. Following the selection of the preferred option, a public meeting will be held to allow members of the public to be informed of the options, ask questions, and voice concerns or opposition to the project.

Summary of Options:

<table>
<thead>
<tr>
<th>Option</th>
<th>Net Cost / Life Expectancy</th>
<th>Additional Costs</th>
<th>Relative Comments from Land Owners Re: Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Modular Truss / New alignment</td>
<td>$2,323,200 Long</td>
<td>None Anticipated</td>
</tr>
<tr>
<td>1b</td>
<td>Modular Truss / Existing Alignment</td>
<td>$2,059,200 Long</td>
<td>Relocation / loss of access 5 months</td>
</tr>
<tr>
<td>1c</td>
<td>Concrete Bridge / New Alignment</td>
<td>$2,523,900 Long</td>
<td>None Anticipated</td>
</tr>
<tr>
<td>1d</td>
<td>Concrete Bridge / Existing Alignment</td>
<td>$2,257,000 Long</td>
<td>Relocation / loss of access 12 months</td>
</tr>
<tr>
<td>1e</td>
<td>Modular Truss on existing foundations</td>
<td>$1,258,800 Medium</td>
<td>Relocation / loss of access 3 months</td>
</tr>
<tr>
<td>2</td>
<td>Repair Existing Bridge</td>
<td>$468,600 Short</td>
<td>Relocation / loss of access 3 months</td>
</tr>
<tr>
<td>3</td>
<td>Construct new road from Amberley Road (CR 86)</td>
<td>$1,319,100 Very Long</td>
<td>Property (10 ac.) + Legal costs $350,000 est.</td>
</tr>
</tbody>
</table>
Comments:
Through Truss Bridges of this type are highly susceptible failure from an impact to exposed structural members by equipment or vehicles. Repairing this structure as outlined in the report will not improve this or any of the other current deficiencies of this bridge. This means after repairs if a compression member is struck, the bridge is still susceptible to collapse. Other deficiencies include height, width and load restrictions.

Option 1e and 2 will have shorter life expectancies than the other options due to utilizing some or all the existing aging bridge components.

Constructing a new bridge (Option 1a or 1c) on a new alignment will allow vehicle access over the existing bridge during construction and provide the highest level of service following construction of any of the options. These options will allow all farm, heavy and commuter traffic access without interruption. These are also the most expensive options.

Environmental Assessment costs are the same for all options. Those costs are included in the estimates in the table for all options.

The Preliminary Design Option Report is attached.

Budget:
Since this report is intended for information and discussion purposes only, there is no direct budget impact at this time.

Thank you.

Mike Alcock,
Director of Public Works
Preliminary Design Options for Structure M230 (Blind Line Bridge) on Abraham Line Over the Little Maitland River
Municipality of Morris-Turnberry

As requested by email (May 16, 2018) we have provided preliminary design options with budget prices for construction and engineering costs for Structure M230 (Blind Line Bridge) on Abraham Line. The following design options have been considered:

1) Replacement of the bridge with:
   
a) Single span Modular Truss bridge on new abutments, offset road alignment
b) Single span Modular Truss bridge on new abutments, same road alignment
c) Two span prestressed box girder bridge on new abutments and piers, offset road alignment
d) Two span prestressed box girder bridge on new abutments and piers, same road alignment
e) Single span Modular truss bridge on the existing abutments, same road alignment

   It should be noted that to maintain the existing bridge alignment, there would be no bridge access to the property north of the river during construction.

2) Repairs to the existing bridge to maintain the existing load posting

   It should be noted that to repair the existing bridge, it may be practical to provide limited access to the property north of the structure, but cooperation between the landowner and the contractor will be required. There could be times where it is not safe to cross the bridge.

3) Removal of the bridge and construction of a road from County Road 86 terminating north of the Little Maitland River.
Location

The bridge is located on Abraham line 0.1 km north of Jamestown Road, in the Municipality of Morris-Turnberry (former Morris Ward). The bridge spans the Little Maitland River.

Existing Structure

The existing structure is a 38.7 m bearing span (37.6 m clear span) through truss bridge, on a square alignment built in 1910. The deck width is 4.1 m, making it a single lane bridge. The bridge has been repaired at various times in its lifespan to repair damage from vehicle strikes. The bridge was last analyzed and repaired in 2008. The repairs included refacing the south abutment below the bearing seats, reinforcement of the cross beams, and installation of additional stringers. The bridge is currently posted at 18T-30T-41T. The bridge was inspected to the Ontario Structural Inspection Manual (OSIM) format in 2018. In the 1 to 10 year period a number of repairs will be required to maintain the existing load posting including: replacement of the connections at the bearing seats and on the bottom chords, replacement of rivets where pack rust has formed, deck edge patch repairs, reinforcement of the top chords.

Existing Road – Vertical Alignment and Platform width

Abraham Line serves two residential properties and some farm / pasture land. The road has a gravel surface and is less than 6.0 m wide. The bridge lies south of a sag curve (k =10 +/-). The road gradient over the existing bridge is relatively flat. As noted, the existing structure is a single lane bridge. The Geometric Design Manual identifies that a road width of 6.5 m, including shoulders, minimum sag curve of K=12 and minimum crest curve of K=8 are required for a low volume rural road with an AADT of less than 400 vehicles per day.

Legal Survey

A legal survey has not been completed and will be required prior to proceeding to final design for the preferred option. A property bar was found at the southeast corner of the structure. It is anticipated that the road allowance adjacent to the bridge is 20.11 m wide.

A road constructed from Highway 86 on the north side of the river would be predominantly on private property.

Soils Investigation

A geotechnical investigation has not been completed to date. Boreholes are planned to be completed after the crops in the fields north of the structure are removed. 9 shallow boreholes will be drilled to assist with the design of the road construction option. 2 deep and 2 medium depth boreholes are to be drilled to assist with design of foundations for the bridge replacement options. It has been assumed that a new bridge would rest on 15 m long bearing piles. It has been assumed that no special features are required for the road design option.
Proposed Road – Vertical Alignment and Platform width

For the bridge replacement options, a bridge set on the same alignment as the structure, and a bridge offset from the existing structure outside of the east road allowance have been considered. Bridge grades that closely match the existing have been proposed so that the low point in the road north of the structure can be maintained. It has been assumed that the low point is beneficial for high flow events. Bridge deck widths ranging from 4.2 m to 5.5 m have been considered. These widths do not meet the minimum recommended for a two-lane structure (6.0 m) but meet or exceed the width of the existing structure (4.1 m). A minimum radius of 130 m was selected for the horizontal road alignment adjacent to the bridge, which meets the criteria for a 60 km/hr design speed for a low volume rural road. Due to the limited distance between the bridge and Jamestown Road, it is not likely going to be practical to construct super elevated curves that meet standards in the Geometric Design Manual. As such, it may be appropriate to post the road with a speed limit of 30 km/hr to improve safety.

For the road construction option, a road alignment between two farm parcels has been considered. This road alignment avoids cutting through the middle of a forested area but does require some clear-cutting at the western edge of the forested area. It has been assumed that the road will have a width of 6.1 m and a gravel surface to meet the current standard for the Municipality. It has been assumed that a road alignment that closely matches the existing ground elevations is preferred, and that fill zones are generally preferred over cut regions to reduce the likelihood of drifting snow. Minimum K= 20 for sag curves and k=15 for the crest curves were used. Minimum radius values of 130 m were used for horizontal curves. A large turning area has been included in the road design north of the existing structure. The turning area could be moved closer to the river location, but additional fill volumes would be required. The horizontal and vertical alignment of the proposed road meets the standards for a 60 km/hr design speed for a low volume rural road. However, due to the turn around areas and location of part of the road relative to the river, it may be appropriate to post the road with a speed limit of 30 km/hr to improve safety.

Replacement of The Bridge

Five bridge replacement options are summarized in this section (option 1a to 1e).

Option 1a) Replacement of the bridge with a Modular Truss bridge on new abutments with an offset road alignment

With this option, the existing truss would be removed after the construction of a new 45.7 m span +/- hot dip galvanized steel modular truss on new concrete abutments east of the road allowance. The roadway width provided is 5.5 m ±. It is assumed that the new abutments would be supported by 15 m long bearing piles. Acrow (company specializing in prefabricated steel truss bridges) provided a budget price for the structure along with some preliminary drawings. It should be noted that their pricing is for a structure that meets 75% of the Canadian Highway Bridge Design Code Loading. However, it may be possible to avoid a load posting when the final design is completed due to the low traffic volumes expected. Acrow has recommended a wood deck or a steel panel deck topped with asphalt. A concrete deck would add too much weight to the structure and they were not agreeable to applying a gravel surface to their steel deck panels. It is important to note that a significant portion of the costs for this option are related to the installation of the bridge (crane, assembly time, etc.) which are difficult to estimate and could very widely between contractors.
A breakdown of the anticipated construction costs for Option 1a are presented in Appendix 1. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization/Demobilization</td>
<td>$60,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>10,000</td>
</tr>
<tr>
<td>Allowance to temporarily improve Low level Crossing</td>
<td>40,000</td>
</tr>
<tr>
<td>Bridge removals, clearing and grubbing</td>
<td>120,000</td>
</tr>
<tr>
<td>Bridge Foundations, Abutments, Wingwalls</td>
<td>703,000</td>
</tr>
<tr>
<td>Modular Truss Bridge incl. Installation</td>
<td>565,000</td>
</tr>
<tr>
<td>Allowance for Road Work</td>
<td>258,100</td>
</tr>
<tr>
<td>Allowance for Guiderail</td>
<td>32,600</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>178,000</td>
</tr>
<tr>
<td>Contingency Erosion Control items</td>
<td>9,500</td>
</tr>
<tr>
<td>Engineering Design to Tendering</td>
<td>165,000</td>
</tr>
<tr>
<td>Environmental Assessment and Approvals</td>
<td>50,000</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>132,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,976,200 + HST</strong></td>
</tr>
</tbody>
</table>

Acrow provided a 75 year design service life with their sales estimate. It is anticipated that repairs will be required at year 40 and 60. It is anticipated that construction could take 5 months.

**Option 1b) Replacement of the bridge with a Modular Truss bridge on new abutments and on the same road alignment as the existing bridge**

This option is similar to option 1a with the exception that the old bridge would be removed to allow for construction of the new bridge. Vehicular access to the north side of the river would not be provided across the existing bridge. Farm equipment may be able to cross the low-level crossing that exists on the west side of the bridge during low flows.

A breakdown of the anticipated construction costs for Option 1b are presented in Appendix 1. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization/Demobilization</td>
<td>$60,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>10,000</td>
</tr>
<tr>
<td>Allowance to temporarily improve Low level Crossing</td>
<td>40,000</td>
</tr>
<tr>
<td>Bridge removals, clearing and grubbing</td>
<td>105,000</td>
</tr>
<tr>
<td>Bridge Foundations, Abutments, Wingwalls</td>
<td>699,100</td>
</tr>
<tr>
<td>Modular Truss Bridge incl. Installation</td>
<td>565,000</td>
</tr>
<tr>
<td>Allowance for Road Work</td>
<td>68,000</td>
</tr>
<tr>
<td>Allowance for Guiderail</td>
<td>32,600</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>158,000</td>
</tr>
<tr>
<td>Contingency Erosion Control items</td>
<td>9,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,747,200 + HST</strong></td>
</tr>
</tbody>
</table>
Acrow provided a 75 year design service life with their sales estimate. It is anticipated that repairs will be required at year 40 and 60. It is anticipated that construction could take 5 months.

**Option 1c) Replacement of the bridge with a Two Span prestressed girder bridge on new abutments and on a new road alignment**

With this option, the existing truss bridge would be removed after the completion of a two span (49.4 m long) prestressed concrete box girder bridge on new concrete abutments and a pier east of the road allowance. It is assumed that the new abutments and pier would be supported on 15 m long bearing piles. The roadway width provided by this option is 5.5 m. Box girders were selected to make up the span to minimize the overall height of the existing structure and allow the low point north of the bridge to be maintained. Box structures are not efficient for continuous (multi-span) bridges. As such, it may be necessary to design the boxes as simple spans and provide a nominal amount of reinforcing over the girders to minimize cracking.

A breakdown of the anticipated construction costs for Option 1c are presented in Appendix 1. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization / Demobilization</td>
<td>60,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>10,000</td>
</tr>
<tr>
<td>Allowance to temporarily Improve Low level Crossing</td>
<td>40,000</td>
</tr>
<tr>
<td>Bridge removals, clearing and grubbing</td>
<td>120,000</td>
</tr>
<tr>
<td>Bridge incl. foundations</td>
<td>1,440,900</td>
</tr>
<tr>
<td>Allowance for Road Work</td>
<td>242,900</td>
</tr>
<tr>
<td>Allowance for Guardrail</td>
<td>32,600</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>195,000</td>
</tr>
<tr>
<td>Contingency Erosion Control items</td>
<td>9,500</td>
</tr>
<tr>
<td></td>
<td>2,150,900 + HST</td>
</tr>
</tbody>
</table>

| Engineering Design to Tendering  | 180,000      |
| Environmental Assessment and Approvals | 50,000      |
| Contract Administration           | 143,000     |
|                                  | 2,523,900 + HST |

It is anticipated that this type of structure will provide a service life of at least 75 years with repairs at year 40 and year 60. It is anticipated that construction could take 12 months.
Option 1d) Replacement of the bridge with a Two Span prestressed girder bridge on new abutments and on the same road alignment as the existing bridge

This option is similar to option 1c with the exception that the old bridge would be removed to allow for construction of the new bridge. Vehicular access to the north side of the river would not be provided by the existing bridge. Farm equipment may be able to cross the low-level crossing that exists on the west side of the bridge during low flows.

A breakdown of the anticipated construction costs for Option 1d are presented in Appendix 1. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization / Demobilization</td>
<td>$60,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>10,000</td>
</tr>
<tr>
<td>Allowance to temporarily Improve Low level Crossing</td>
<td>40,000</td>
</tr>
<tr>
<td>Bridge removals, clearing and grubbing</td>
<td>105,000</td>
</tr>
<tr>
<td>Bridge incl. foundations</td>
<td>1,435,900</td>
</tr>
<tr>
<td>Allowance for Road Work</td>
<td>52,000</td>
</tr>
<tr>
<td>Allowance for Guiderail</td>
<td>32,600</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>174,000</td>
</tr>
<tr>
<td>Contingency Erosion Control items</td>
<td>9,500</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,919,000 + HST</td>
</tr>
<tr>
<td>Engineering Design to Tendering</td>
<td>161,000</td>
</tr>
<tr>
<td>Environmental Assessment and Approvals</td>
<td>50,000</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>127,000</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,257,000 + HST</td>
</tr>
</tbody>
</table>

It is anticipated that this type of structure will provide a service life of at least 75 years with repairs at year 40 and year 60. It is anticipated that construction could take 12 months.

Option 1e) Replacement of the bridge with a Modular Truss bridge on repaired abutments and on the same alignment as the existing bridge

With this option, the existing truss would be removed to allow for construction of a 38.7 m span +/- hot dip galvanized steel modular truss on repaired abutments. The roadway width provided by this option is 4.2 m±. The abutment bearing seats would be modified to allow for placement of the new truss bridge. The abutments would be tied back to reduce the likelihood of rotation overtime. It is possible that the abutments will settle under the weight of the new structure and heavier vehicles. However, the settlement is not expected to be significant if the weight of the new bridge can be made close to the weight of the original structure. Acrow provided a budget price for the structure along with some preliminary drawings. It should be noted that their pricing is for a structure that meets 75% of the Canadian Highway Bridge Design Code Loading. However, it may be possible to avoid a load posting when the final design is completed due to the low traffic volumes anticipated. Similar to Option 1a and 1b, Acrow has recommended a wood deck or a steel panel deck topped with asphalt. A concrete deck would add too much weight to the structure and they were not agreeable to applying a gravel surface to their steel deck panels. It is important to note that a significant portion of the costs for this option are
related to the installation of the bridge (crane, assembly time, etc.) which are difficult to estimate, and could very widely between contractors.

A breakdown of the anticipated construction costs for Option 1 are presented in Appendix 1. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization / Demobilization</td>
<td>$40,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>$8,000</td>
</tr>
<tr>
<td>Allowance to temporarily Improve Low level Crossing</td>
<td>$40,000</td>
</tr>
<tr>
<td>Bridge removals, clearing and grubbing</td>
<td>$100,000</td>
</tr>
<tr>
<td>Bridge incl. abutment improvements</td>
<td>$662,000</td>
</tr>
<tr>
<td>Allowance for Road Work</td>
<td>$63,700</td>
</tr>
<tr>
<td>Allowance for Guiderail</td>
<td>$32,600</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>$95,000</td>
</tr>
<tr>
<td>Contingency Erosion Control items</td>
<td>$9,500</td>
</tr>
<tr>
<td>total</td>
<td>$1,050,800  + HST</td>
</tr>
</tbody>
</table>

Engineering Design to Tendering                                            | $88,000  |
Environmental Assessment and Approvals                                      | $50,000  |
Contract Administration                                                      | $70,000  |
**Total**                                                                  | **$1,258,800  + HST** |

Acrow provided a 75 year design service life for the truss bridge with their sales estimate. It is anticipated that the foundations will require repair at year 25. It is anticipated that the truss bridge will require repairs at year 40 and 60. It is anticipated that construction could take 3 months.

**Option 2) Repairs to the existing bridge**

With this option, the steel truss bridge would be repaired to help maintain the existing load posting. Some repairs are needed in the near future and other repairs could be delayed to the 6 to 10 year period. However, it has been assumed that all of the repairs are completed at the same time for the purposes of determining a budget price for this option. It may be possible to allow cars and pick-up trucks to cross the bridge during repairs. However, it may not be practical to allow for heavy trucks and farm equipment to cross during the repairs since the structure will be temporarily weakened during the work.

The anticipated repairs include, patch repairs to the deck edges, replacement of deteriorated rivets, replacement of the top plate for both top chords, and concrete patch repairs for the ballast walls.

A breakdown of the anticipated construction costs for Option 2 are presented in Appendix 2. A summary of the anticipated construction, engineering, and approval costs are presented below:
One issue with repairs to older structures is that it is not practical to predict the duration of time required until the next repair. Particularly with narrow truss structures, where repairs could be required due to a vehicle strike at any time. It would be reasonable to assume that the above noted repairs could extend the service life of the bridge by 15-20 years until additional repairs may be required. The construction is anticipated to take 3 months.

Option 3) Removal of Bridge and construction of new Roadway from Highway 86

With this option, the steel truss bridge would be removed. A 6.1 m wide gravel surfaced roadway would be constructed from Highway 86 and terminated north of the structure with a "turn-around area".

A breakdown of the anticipated construction costs for Option 3 are presented in Appendix 3. A summary of the anticipated construction, engineering, and approval costs are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization / Demobilization</td>
<td>$11,000</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>3,000</td>
</tr>
<tr>
<td>Bridge Removal</td>
<td>90,000</td>
</tr>
<tr>
<td>Erosion Protection</td>
<td>22,500</td>
</tr>
<tr>
<td>Road Work</td>
<td>823,600</td>
</tr>
<tr>
<td>Allowance for Pipe culverts</td>
<td>30,000</td>
</tr>
<tr>
<td>Allowance for Guiderail</td>
<td>29,000</td>
</tr>
<tr>
<td>Contingency Allowance</td>
<td>95,000</td>
</tr>
<tr>
<td></td>
<td>1,104,100 + HST</td>
</tr>
<tr>
<td>Engineering Design to Tendering</td>
<td>91,000</td>
</tr>
<tr>
<td>Environmental Assessment and Approvals</td>
<td>50,000</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>74,000</td>
</tr>
<tr>
<td></td>
<td>$1,319,100 + HST</td>
</tr>
</tbody>
</table>

The Municipality is likely to have a good understanding of the service life provided by a low volume gravel road based on experience. It is anticipated that the road would not have a defined service life, and that standard road maintenance (grading, addition of new gravel) would be required each year. Construction is anticipated to take 3 months.
Hydrology

A hydrology study is underway. Each of the options considered has only small changes to elevations near the bridge. Negative impacts to the backwater elevations are not anticipated.

Guiderail

A nominal length of guiderail has been included with each of the bridge replacement options, but not the truss repair option.

OTHER CONSIDERATIONS

Land Purchase

We have not included costs associated with the purchase of land required to facilitate road construction or realignment of the bridge, or the legal costs associated with same. Based on preliminary feedback from residents associated with the Class EA consultation process, local property owners may be opposed to the road option, making purchase of the required road allowance more costly.

Utilities

Utility locates will be completed as part of the geotechnical investigation. Additional locates may be required prior to final design, depending on the option selected.

Low Level Crossing

An allowance for temporary improvements to the low level crossing has been included for options 1a to 1e (bridge replacement options). Discussions with approval agencies will be required to maintain the improvements permanently and even to undertake them temporarily.

Environmental Assessment and Approvals

The Class EA screening process is currently in progress and has involved consultation with government review agencies, such as the Maitland Valley Conservation Authority (MVCA), Ministry of Natural Resources and Forestry (MNRF) and the Department of Fisheries and Oceans (DFO), as well as neighbouring property owners. If a formal EA is not required, based upon the results of the CHER, the EA process can be halted and a letter issued to agencies and adjacent property owners advising of the change.

Also, be advised that there is a potential presence of aquatic species at risk (mussels) at this site. The proposed bridge is to be designed to be set-back from the existing structure, which should allow work to be completed without disruption to the stream, and minimal dewatering of groundwater. This approach was used successfully in obtaining approvals for the Dashwood Road Bridge replacement in 2017. However, upgrades to the low flow crossing located immediately upstream of the bridge, would trigger a review by DFO and MNRF in regards to species at risk mussels.
Timing Window

Based on feedback received from MNRF, the fish timing window for the site is an extended timing window (i.e. no in-water work between April 1 and August 31), due to the presence of Long-ear Sunfish in the system. For options where the bridge is to remain in place, it may be possible for a contractor to work outside of the timing windows by utilizing the bridge. We can’t be certain at this time, since some equipment may be too large to use the existing truss bridge and may need to utilize the low level crossing. For options where the bridge is to be removed, the only access to the other side of the structure is through the stream via the low level crossing. As such, construction may have to wait until September. Additional discussions with approval agencies will be needed prior to final design. These discussions would be more practical if the number of options is reduced.

SUMMARY

A summary table is provided below to illustrate the anticipated construction, engineering, and approval costs for each of the options considered. As noted above, a geotechnical investigation has not been completed, and is not scheduled to be completed until after the crops are harvested. The hydrology study is underway, but is also not completed.

<table>
<thead>
<tr>
<th>Option</th>
<th>Anticipated Construction, Engineering, and Approval Costs (+HST)</th>
<th>Anticipated Duration Until Significant Repair (Years)</th>
<th>Access to Home North of Bridge During Construction</th>
<th>Construction Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a - Modular truss bridge, new road alignment</td>
<td>$2,323,200</td>
<td>40</td>
<td>Yes</td>
<td>5</td>
</tr>
<tr>
<td>1b - Modular truss bridge, existing road alignment</td>
<td>$2,059,200</td>
<td>40</td>
<td>No</td>
<td>5</td>
</tr>
<tr>
<td>1c - Beam Bridge, new road alignment</td>
<td>$2,523,900</td>
<td>40</td>
<td>Yes</td>
<td>12</td>
</tr>
<tr>
<td>1d - Beam Bridge, existing road alignment</td>
<td>$2,257,000</td>
<td>40</td>
<td>No</td>
<td>12</td>
</tr>
<tr>
<td>1e - Modular truss bridge, original foundations</td>
<td>$1,258,800</td>
<td>25</td>
<td>No</td>
<td>3</td>
</tr>
<tr>
<td>2 - Truss Bridge Repairs</td>
<td>$468,600</td>
<td>15</td>
<td>Limited</td>
<td>3</td>
</tr>
<tr>
<td>3 - Remove truss, New Road from Highway 86</td>
<td>$1,319,100</td>
<td>-</td>
<td>Yes</td>
<td>3</td>
</tr>
</tbody>
</table>

It is recommended that the Municipality select a preferred option that can be presented to the public at a public open house. The final design for the selected alternative can be completed after the geotechnical investigation report is available. An updated budget price for Construction, engineering, and approvals can be provided once the final design is completed.
Due to access constraints at the site, unknown requirements from approval agencies and possibility of contractors being busy at the time of tendering, it is recommended that the Municipality consider the impacts of a 10% cost increase for each option.

Please let us know how you wish to proceed.

Design Report Prepared by

B. M. ROSS AND ASSOCIATES LIMITED

Per ________________________________

Ryan Munn, P. Eng

RJM: hv
REPORT TO: Mayor Gowing and Members of Council
PREPARED BY: Marty Bedard, Fire Chief
DATE: November 15, 2018
SUBJECT: Fire Agreement with North Huron

RECOMMENDATION:
THAT the Council of the Municipality of Morris-Turnberry hereby accepts the report from the Fire Chief regarding our Renewal of the Fire Agreement with North Huron.

AND FURTHER THAT Council approves the method of calculating the fees for service and authorize to proceed with updating the Fire Agreement.

EXECUTIVE SUMMARY
Our Fire Agreement with North Huron expires December 31, 2018.

The previous agreement fee schedule was laid out with a dollar amount in its first and second year and then the final 3 years of the agreement it increased by the Ontario CPI. I heard many times that nobody understood where and how the dollar amount for these agreements was determined.

With the assistance of the Huron County 911 representative we calculated assessment figures of the Fire Department’s coverage area. I have had discussions with the involved CAO’s and have met twice with them.

DISCUSSION
At our last meeting the following was agreed upon to take back to our respective Council’s for approval; The method of calculating the fees for service will be based on the Annual Weighted Assessment percentage of the North Huron Fire Coverage Area in each Municipality plus the Ontario CPI increase each year. See below for 2019 calculations.

These weighted assessments are provided by MPAC as of September 30, 2018.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Weighted Assessment</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Huron</td>
<td>503,003,495</td>
<td>48.84%</td>
</tr>
<tr>
<td>Morris-Turnberry</td>
<td>336,931,867</td>
<td>32.71%</td>
</tr>
<tr>
<td>Central Huron</td>
<td>156,203,016</td>
<td>15.17%</td>
</tr>
<tr>
<td>ACW</td>
<td>33,837,460</td>
<td>3.28%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,029,975,838</strong></td>
<td></td>
</tr>
</tbody>
</table>

Further discussion was held regarding the amount of money transferred to reserves. It was set at $115,000 plus Ont. CPI increase each year and last years amount being $122,040. It

Marty Bedard, Chief Fire Official, Municipality of Morris-Turnberry
(519) 527-0160, mbedard@huroneast.com
“Working Smoke and Carbon Monoxide Alarms Save Lives, Test Monthly”
has been proposed to cap this amount at $100,000 each year. If more is required in any particular year due to a purchase, approval must be granted by all parties involved.

Below is the calculations each Municipality will pay in 2019:

Based on the 2018 Budget Figure of 629,467 + 2% (Ont. CPI) = $642,056
Transfer to Reserve will be reduced by $22,040
Total amount to be paid = $620,016

<table>
<thead>
<tr>
<th>Municipality</th>
<th>2019 Proposed Amount</th>
<th>Amount Paid in 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Huron - 48.84%</td>
<td>$302,815.81</td>
<td>$313,722.30</td>
</tr>
<tr>
<td>Morris Turnberry - 32.71%</td>
<td>$202,807.23</td>
<td>$198,309.51</td>
</tr>
<tr>
<td>Central Huron - 15.17%</td>
<td>$94,056.43</td>
<td>$99,154.68</td>
</tr>
<tr>
<td>ACW (2018 amount + 2%)</td>
<td>$18,645.90</td>
<td>$18,280.29</td>
</tr>
<tr>
<td></td>
<td>$618,325.37</td>
<td></td>
</tr>
</tbody>
</table>

ACW will be calculated based on annual weighted assessment percentage beginning in 2019 when we update their agreement.
Due to ACW still paying based on old figures there will be a shortfall of $1690.63 which will be made up in Fire Marque Revenue.

**FINANCIAL IMPACT**
Morris-Turnberry’s proposed fee will increase by $4,497.72. The Weighted Assessment calculation to determine the percentage paid by each municipality will be calculated on an annual basis.

**FUTURE CONSIDERATIONS**
It is being recommended that Morris-Turnberry and Central Huron Agreements be renewed for a 5 year term and when ACW is renewed next year it will be for a 4 year term. Then all 3 can be renewed at the same time.

Marty Bedard, Fire Chief

Nancy Michie, Administrator Clerk-Treasurer
CORPORATION OF THE COUNTY OF HURON
Planning and Development Department

To: Warden and Members of County Council – Day 1

From: Sandra Weber, Director

Date: October 25, 2018

Subject: AG4 (Agricultural Small Holding) Properties and the Keeping of Livestock

RECOMMENDATION

That the report be received for information.

And further that the report be circulated to the local municipalities.

BACKGROUND

A section of the local municipal by-laws appears to now be in conflict with the Nutrient Management Act. Municipal Zoning By-laws across the County currently limit the number of livestock (referred to as nutrient units) on properties zoned AG4 (Agricultural Small Holding Zone). The limits are based on the size of the parcel and typically equal 1 nutrient unit per acre to a maximum of 4 to 5 nutrient units. This limitation appears to be inoperable in that the Nutrient Management Act Regulation 267/03 states there shall be no restriction on the number of farm animals that may be managed in the course of an agricultural operation (unless imposed by the Regulation). The Nutrient Management Act supercedes a municipal by-law if it addresses the same subject matter as the Regulation.

COMMENTS

Municipal by-laws in Huron have utilized this zoning approach for a number of years. The intent was to allow small parcels in the agricultural area (created through the retirement residence, surplus residence consent processes, etc.) to have a few livestock units rather than requiring the existing barns to be demolished or renovated for storage purposes only. This responded to the requests to have small hobby farms and created a reasonable relationship between the number of livestock and the size of the property. It was our understanding at the time of implementing this approach that municipalities were able to address the keeping of livestock equal to or less than 5 Nutrient Units which is the threshold for the Nutrient Management Act. We are now aware that the Act does not permit zoning by-laws to regulate the keeping of livestock in Agricultural Zones. The current AG4 zone permits a residential use and uses accessory to the permitted uses (home industrial use, home occupation use, agricultural use limited, bed and breakfast, group home). There is a special notwithstanding provision for existing and new barns subject to the following:

<table>
<thead>
<tr>
<th>Minimum Lot Area (Hectares)</th>
<th>Maximum Number of Nutrient Units Permitted</th>
<th>Minimum Distance Separation Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.4</td>
<td>1</td>
<td>85 metres</td>
</tr>
<tr>
<td>0.8</td>
<td>2</td>
<td>85 metres</td>
</tr>
<tr>
<td>1.2</td>
<td>3</td>
<td>85 metres</td>
</tr>
<tr>
<td>1.6+</td>
<td>4</td>
<td>85 metres</td>
</tr>
</tbody>
</table>

1 of 3
In terms of the number of properties affected by this issue, MPAC data shows that there are 1818 properties zoned AG4 across Huron County with approximately 807 (44%) that have an existing barn. Geographically, the properties are dispersed throughout the County relatively equally (see Chart 1).

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of AG4 zones</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACW</td>
<td>225</td>
</tr>
<tr>
<td>Bluewater</td>
<td>305</td>
</tr>
<tr>
<td>Central Huron</td>
<td>269</td>
</tr>
<tr>
<td>Howick</td>
<td>104</td>
</tr>
<tr>
<td>Huron East</td>
<td>361</td>
</tr>
<tr>
<td>Morris-Turnberry</td>
<td>217</td>
</tr>
<tr>
<td>North Huron</td>
<td>67</td>
</tr>
<tr>
<td>South Huron</td>
<td>270</td>
</tr>
</tbody>
</table>

Implications of Policy Shift:

1. Number of livestock cannot be limited through zoning on AG4 zoned properties. Where a building permit is required, the requirements of Minimum Distance Separation and setbacks to lot lines will be implemented and a Nutrient Management Strategy may be required (depending on the size of operation). It is important to note that AG4 properties with existing barns may not require a building permit and may not trigger the requirement for a Nutrient Management Strategy.

2. Municipal By-laws are required to be silent on the keeping of livestock in Agricultural Zones. It appears the limitations within urban settlement areas are operable.

3. Farm operations of every size are required to maintain sound farming practices. If a resident/neighbor is concerned about manure management or other farm practices on an agricultural parcel, there is a complaint process through OMAFRA and/or the Normal Farm Practices Board.

4. For surplus residence consents, where the severed parcel contains a barn, the structure must either be: a) demolished or b) altered such that it is not able to house livestock. In recent years, the approach in Huron County has been to allow well maintained barns to remain with the severed residence. The concern with this approach is that if the barn can house livestock (an unlimited number of livestock in light of recent information), this could be interpreted as the creation of a small farm as opposed to the severance of a surplus house.

Recommended option:

1. Maintain the AG4 zoning on existing AG4 parcels and update the zone provisions to remove the restriction on nutrient units.

New applications for severance of a surplus residence would include a condition to either have the barn demolished, or altered so that it is no longer capable of housing livestock, to the satisfaction of the municipality. This may require the removal of the infrastructure such as manure storage, feed bins, mangers, stalls, etc. This would not prohibit livestock on the property in the future or the conversion of the former barn to a livestock use, however, structural changes to the building to accommodate livestock would require a Building Permit which would trigger a Nutrient Management Strategy to be prepared.
Some neighbouring municipalities use a Rural Residential zone for lots created through the surplus farm dwelling consent process. The permitted uses and structures in this zone would be residential and non-farm accessory structures. This would prohibit the keeping of livestock on any future lots created through surplus farm residence severance. If this approach were preferred, the Official Plans would also need to be amended to include a policy in the Agricultural Section that lots created as a result of a surplus farm residence severance will be zoned Rural Residential and are considered a residential lot and not an agricultural operation.

The Planning Department is not recommending this option because the keeping of a few animals on AG4 properties is a common practice within the County that has not led to significant complaints and/or issues.

OTHERS CONSULTED – Greg Stewart, County Solicitor; Ontario Ministry of Agriculture Food and Rural Affairs; Ministry of Municipal Affairs and Housing; County Planning Directors; Kirk Livingston, CBO; Planners

BUDGET IMPACTS

Staff resources to prepare amendments within current budget.

Original Signed by
Sandra Weber
Director

Original Signed by
Meighan Wark
CAO
Report to the Council of Morris-Turnberry:
Subject: Resolution Township of McKellar – Governance Models

Background:

This resolution No. 18-317 from the Township of McKellar was presented to the Council on November 6th, 2018 and the council passed a motion to file.

The resolution has been filed again with backup documentation from AMO and Minister Clark.

Please review, especially the portions that I have underlined in the backup information.

Thank you

Nancy Michie
October 24, 2018

Municipalities of Ontario

Re: Governance Models

Please be advised that at its regular meeting held, Monday October 1, 2018 the Council of the Township of McKellar passed the following resolution:

18-317 WHEREAS on September 17, 2018 the following statement was issued from the AMO Office of the President “We urge the Ontario government to clearly state its interests in having governance review, and how it will proceed. And we urge the Ontario government to work with AMO and the municipal order of government to change requirements that undermine municipal finance, infrastructure investment and efficient service delivery all across Ontario” as per the attached letter;

AND WHEREAS the current President of AMO is the Mayor of Parry Sound;

AND WHEREAS the goals for a “Governance Review” may not be the same for the Town of Parry Sound as they are for other municipalities in the District of Parry Sound;

AND WHEREAS AMO has no mandate from the District of Parry Sound Municipalities to speak on their behalf on governance models such as Regional Government or Amalgamations;

AND WHEREAS the Honourable Steve Clark, Minister of Municipal Affairs and Housing sent out the attached letter indicating there will be discussion with municipal partners regarding governance models;

NOW THEREFORE BE IT RESOLVED that the Township of McKellar requests that any discussions that AMO has with the Province be preceded with an open meeting between AMO, all members of Council and members of the public to determine the desires of each municipality in regard to governance models;
AND FURTHERMORE BE IT RESOLVED that our MPP Norm Miller and the Province of Ontario also have an open dialogue with the Township of McKellar and respect the opinions of the township as it regards to any review of the local governance model.

YEAS: Councillors Beier, Haskim, Kekkonen, Zulak and Reeve Hopkins

NAYS:

Carried

Sincerely,

Ina Watkinson
Administrative/Treasury Assistant
Township of McKellar
September 17, 2018

Dear Municipal Colleague:

This morning, an editorial in the Toronto Star urged AMO to advocate for the City of Toronto, and against Ontario's newly elected provincial government, on the matter of Bill 31 (formerly Bill 5), which reduces the size of Toronto's City Council.

The public debate on the Bill and related use of the 'Notwithstanding Clause' is divided and emotional. The matter confirms that people are passionate about local municipal governance, taxation and public services. It has also put AMO in an awkward position.

The City of Toronto is not an AMO member, and since 2005, the City has made a point of being separate from us. It sought out and secured unique status with the Ontario government, and its own dedicated legislation: the City of Toronto Act, 2006. AMO has always respected the City of Toronto's decision to go it alone on governance and the authority of its Act. We certainly defer to the City of Toronto leadership on matters related to its relationship with the Government of Ontario.

Understandably, AMO focuses on service to the remaining 443 Ontario municipal governments that do not have the benefit of their own legislation. Our members have been clear about their top priorities: fiscal sustainability, recognition that one size does not fit all, working with us to improve services, and assurance that the Ontario government will not download its fiscal challenges onto municipal property taxpayers. In every regard, AMO members know that we can achieve far more working together, than we can by going it alone.

In August, we heard that the Province would not act in the same manner that it has with Toronto. We heard that it is committed to discussions with our membership and AMO, to understand what is working and what is not working. And importantly, we heard that consultation would inform future governance reviews. That commitment was repeated in a formal statement to AMO today.

In the four weeks since the conference, we have experienced the following: Minister Clark, a former mayor and former AMO President, is having meaningful discussions with us on long-standing municipal concerns, spanning several ministries. The changes to Toronto's Council have dominated headlines, and over the past week, remarks have suggested that the government is planning to impose further changes on municipal governments across Ontario.
Late last week, I wrote to Minister Clark to emphasize that relations between Ontario’s provincial and municipal orders of government should be guided by facts and evidence, rather than by political rhetoric and emotion. His quick response reflects, in part, our shared belief in the benefits of maintaining an open, respectful relationship.

AMO has a clear mandate to ensure that the Government of Ontario benefits from, and experiences, the full weight of Ontario’s municipal order of government as we move forward. Our mandate to weigh-in on an issue affecting the City of Toronto is less clear. We recognize growing anxiety across the province. We urge the Ontario government to clearly state its interests in having a governance review, and how it will proceed. And we urge the Ontario government to work with AMO and the municipal order of government to change requirements that undermine municipal finance, infrastructure investment, and efficient service delivery all across Ontario.

This is an important time for AMO and we all have a responsibility to make sure that Ontario’s municipal governments are speaking with a strong, clear voice on the priorities that matter most to us all. Our next Board meeting is later this month, and we welcome any input that you wish to share with us as we prepare for it.

Yours truly,

Jamie McGarvey
AMO President

Statement from Hon. Steve Clark, Minister of Municipal Affairs and Housing follows:
Monday, September 17, 2018

Statement from Minister Clark

The government’s regional review will take a broad look at the current model, which has been in place for almost 50 years. It’s time to consider whether changes are needed to improve municipal governance in communities where populations have grown and the hard-earned dollars of taxpayers are being stretched.

The goal is to work together with municipal governments to give the people what they want: local governments that are working as effectively and efficiently as possible to support the future economic prosperity of their residents and businesses. The people of Ontario work hard for their money, and we want to keep as much of it in their pocket as possible while continuing the excellent level of service people have come to expect from their municipal and provincial governments.

We look forward to discussing with our many stakeholders, including our municipal partners, to determine what is working well in our current governance model, and what needs to be improved.

-30-

For more information:
Michael Jiggins, 416-585-6492
Minister’s Office
michael.jiggins@ontario.ca
Report to the Council of Morris-Turnberry:
Subject: Municipal Insurance Coverage

Recommendation: That the Council of the Municipality of Morris-Turnberry approve the quote for Municipal insurance from JLT for 2019 at the quoted price of $40,363 plus applicable provincial sales tax.

Background:

The Council on November 6th, 2018, authorized to obtain a quote for municipal insurance for 2019.

Executive Summary:

A review of current and previous rates are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Insurance Company</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>BFL</td>
<td>$54,882.00</td>
</tr>
<tr>
<td>2014</td>
<td>JLT</td>
<td>$41,344</td>
</tr>
<tr>
<td>2015</td>
<td>JLT</td>
<td>$41,928</td>
</tr>
<tr>
<td>2016</td>
<td>JLT</td>
<td>$44,758</td>
</tr>
<tr>
<td>2017</td>
<td>JLT</td>
<td>$45,575</td>
</tr>
<tr>
<td>2018</td>
<td>JLT</td>
<td>$42,329 less a credit of $1144.80 = $41,184.20</td>
</tr>
</tbody>
</table>

A quote was received from JLT for 2019 in the amount of $40,363.00, which is a reduction of 2.03%

I am also recommending that we obtain a quote for ‘cyber insurance coverage’ in case of a hacking of our computer system.

Thank you

Nancy Michie
MUNICIPAL INSURANCE PROGRAM

PROPOSAL

Corporation of the Municipality of Morris-Turnberry

Date of Issue: November 14, 2018
Prepared by: Jenifer Fox, CAIB, CRM
Direct phone line: 416-628-2138
E-mail address: jfox@jltcanada.com
IMPORTANT – PLEASE NOTE THE FOLLOWING

This proposal should be read in conjunction with the JLT Canada “Business Protocols” booklet.

DUTY OF DISCLOSURE
In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favorable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

PAYMENT TERMS
Premiums are due and payable on receipt of a JLT invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

PERIOD OF VALIDITY OF QUOTE
This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

BREACH OF WARRANTY OR SUBJECTIVITY
If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

UNDERINSURANCE
It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

UNDERWRITING / BINDING AUTHORITY
Certain portions of this quotation of cover have been provided by JLT acting in an underwriting capacity on behalf of the insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. JLT Canada is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where JLT does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by JLT Canada from the Insurer.

MATERIAL CHANGES FROM EXPIRING POLICY
You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.
RISK AND CLAIMS INFORMATION
This proposal has been based on the risk and claims information provided and/or verified by you to JLT. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

TAXES PAYABLE BY INSUREDS:
The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by JLT in addition to the premiums quoted:

Provincial Sales Tax
<table>
<thead>
<tr>
<th>EXTENSIONS OF COVERAGE</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (including Sudden</td>
<td>$5,000,000 any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period</td>
</tr>
<tr>
<td>And Accidental Pollution)</td>
<td></td>
</tr>
<tr>
<td>Employers' Liability</td>
<td>$5,000,000 any one Claim</td>
</tr>
<tr>
<td>Tenant Legal Liability</td>
<td>$5,000,000 any one Occurrence</td>
</tr>
<tr>
<td>Employee Benefit Liability</td>
<td>$5,000,000 any one Claim</td>
</tr>
<tr>
<td>Incidental Medical Malpractice Retro Date:</td>
<td>$5,000,000 any one Claim</td>
</tr>
<tr>
<td>November 15, 1993</td>
<td></td>
</tr>
<tr>
<td>Voluntary Medical Payments</td>
<td>$50,000 any one Claim and in the Annual Aggregate during the Policy Period</td>
</tr>
<tr>
<td>Forest Fire Fighting Expense</td>
<td>$2,000,000 any one Occurrence and in the Annual Aggregate during the Policy Period</td>
</tr>
<tr>
<td>Voluntary Payment for Property Damage</td>
<td>$50,000 any one Occurrence and in the Annual Aggregate during the Policy Period</td>
</tr>
<tr>
<td>Incidental Garage Operations</td>
<td>$250,000 any one Occurrence and in the Annual Aggregate during the Policy Period</td>
</tr>
<tr>
<td>Municipal Marina Legal Liability</td>
<td>$100,000 any one Pleasure Craft $1,000,000 in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period</td>
</tr>
<tr>
<td>Wrongful Dismissal (Legal Expense)</td>
<td>$500,000 any one Claim and in the Annual Aggregate during the Policy Period</td>
</tr>
<tr>
<td>Conflict of Interest Reimbursement Expenses</td>
<td>$100,000 any one Claim</td>
</tr>
<tr>
<td>Legal Expense Reimbursement Expenses</td>
<td>$100,000 any one Claim</td>
</tr>
<tr>
<td></td>
<td>$500,000 in the Annual Aggregate</td>
</tr>
<tr>
<td>CANADIAN COUNCILS LIABILITY</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>Non-Owned Automobile (including Contractual Liability for Hired Autos)</td>
<td>$ 5,000,000 any one Occurrence</td>
</tr>
<tr>
<td>Legal Liability for Damage to Hired Autos</td>
<td>$ 250,000 any one Occurrence</td>
</tr>
<tr>
<td>Wrap-up Liability – Difference in Conditions and Difference in Limits</td>
<td>$ 5,000,000 any one Occurrence</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENDORSEMENTS</th>
<th>Limit</th>
<th>ENDORSEMENTS</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Errors and Omissions Liability</td>
<td>$ 5,000,000 any one Claim and in the Annual Aggregate during the Policy Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retroactive Date: Unlimited</td>
<td>$ 5,000,000 in the Annual Aggregate during the Policy Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Impairment Liability</td>
<td>$ 5,000,000 any one Claim and $ 5,000,000 in the Annual Aggregate during the Policy Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abuse / Molestation Liability</td>
<td>$ 250,000 any one Claim and $ 500,000 in the Annual Aggregate during the Policy Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retroactive Date: January 1, 2007</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary Compensation</td>
<td>As per Endorsement No. 4 – Schedule of Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officer Assault</td>
<td>$ 5,000,000 any one Occurrence</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEDUCTIBLE(S)</th>
<th>Applicable Coverage</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Entity General Liability</td>
<td>$ 5,000 per Occurrence except per Claimant in respect of Sewer Backup</td>
<td></td>
</tr>
<tr>
<td>Extensions of Coverage</td>
<td>$ 5,000 per Occurrence / per Claimant for all Extensions of Coverage except: $NIL with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement, and Voluntary Compensation; $ 1,000 with respect to Legal Liability for Damage to Hired Autos $ 5,000 with respect to Wrongful Dismissal (Legal Expense)</td>
<td></td>
</tr>
<tr>
<td>Municipal Errors and Omissions Liability</td>
<td>$ 5,000 per Claim</td>
<td></td>
</tr>
<tr>
<td>Environmental Impairment Liability</td>
<td>$ 5,000 per Claim</td>
<td></td>
</tr>
<tr>
<td>Abuse / Molestation Liability</td>
<td>$ 5,000 per Claim</td>
<td></td>
</tr>
<tr>
<td>Police Officer Assault</td>
<td>$ 5,000 per Occurrence</td>
<td></td>
</tr>
</tbody>
</table>
Jardine Lloyd Thompson Canada Inc.

**CANADIAN COUNCILS LIABILITY**

<table>
<thead>
<tr>
<th><strong>3 Year Long Term Agreement</strong></th>
<th><strong>Primary CAD 5,000,000 / CAD 5,000 Deductible</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The policy will be renewed annually for a period of three years expiring on 01 January 2021 on the existing terms and conditions with the premiums paid annually in advance, as follows:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period</th>
<th>Premium (Gross)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 January 2018 to 01 January 2019</td>
<td>CAD 14,850</td>
</tr>
<tr>
<td>01 January 2019 to 01 January 2020</td>
<td>CAD 14,850</td>
</tr>
<tr>
<td>01 January 2020 to 01 January 2021</td>
<td>CAD 14,850</td>
</tr>
</tbody>
</table>

However terms and conditions may be reviewed 60 days prior to annual renewal if any of the following apply:

- Pertinent changes in reinsurance cover
- there is an increase of 15% or more in population numbers
- there are legislative changes that may impact upon the value or frequency of claims against the policy
- there is a change in the exposure of the insured (as per the business description) or;
- the value of Incurred Claims exceeds 40% of net premium (excluding Taxes) for any one Period of Insurance to which this agreement relates.
- there has been significant adverse development on historical loss record in any of the prior 7 policy years whereby Incurred Claims exceed 50% of the Net Premium.

The term “Incurred Claims” means the total cost of claims including actual claim payments (including medical, legal and other costs and expenses) and reserves set by the Insurers on outstanding claims (also including such costs and expenses). "Net Premium" means the premium received by the Insurers net of tax and any commissions or other deductions.

**ENDORSEMENTS**

All other terms and conditions remain unaltered.

<table>
<thead>
<tr>
<th><strong>POLICY FORM</strong></th>
<th><strong>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>EK1601219000 (2016) UMR B0901EK1802697000</td>
<td>Certain Lloyd’s Underwriters (Syndicate 1886) – 100%</td>
</tr>
</tbody>
</table>
## CANADIAN COUNCILS LIABILITY

<table>
<thead>
<tr>
<th>SUBJECT TO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Environmental Impairment Liability - A list of Aboveground and</td>
</tr>
<tr>
<td></td>
<td>Underground storage tanks is required along with evidence of</td>
</tr>
<tr>
<td></td>
<td>appropriate results, to be reviewed and approved by the Insurer.</td>
</tr>
<tr>
<td></td>
<td>Once approved, UST's will be endorsed onto the policy.</td>
</tr>
<tr>
<td>2.</td>
<td>Terms will remain as indicated subject to no claims deterioration</td>
</tr>
<tr>
<td></td>
<td>as of January 1, 2019</td>
</tr>
</tbody>
</table>

| CHANGES FROM EXPIRING POLICY | 1. UMR No. B0901EK1802697000
|------------------------------|-----------------------------------------------------------------
**CANADIAN COUNCILS UMBRELLA LIABILITY**

<table>
<thead>
<tr>
<th>LIMITS OF LIABILITY</th>
<th>UNDERLYING COVERAGE(S) AND LIMIT(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000,000</td>
<td>General Liability $5,000,000 any one Occurrence</td>
</tr>
<tr>
<td>$20,000,000</td>
<td>Incidental Medical Malpractice $5,000,000 any one Claim</td>
</tr>
<tr>
<td>$20,000,000</td>
<td>Non-Owned Automobile Liability $5,000,000 any one Occurrence</td>
</tr>
<tr>
<td>$20,000,000</td>
<td>Municipal Errors &amp; Omissions Liability $5,000,000 any one Claim</td>
</tr>
<tr>
<td></td>
<td>Owned Automobile Liability $5,000,000 any one Occurrence</td>
</tr>
<tr>
<td></td>
<td>Employee Benefits Liability $5,000,000 any one Claim</td>
</tr>
</tbody>
</table>

**RETIRED LIMIT** $Nil

**ENDORSEMENTS**

Endorsement #1 - Standard Excess Automobile Liability Policy SPF No. 7 Follow Form Named Insured

**POLICY FORM**

EK1601216000 (2016) UMR B0901EK1802696000

**INSURER(S) AND PROPORTION OF PARTICIPATION(S)**

Certain Lloyd's Underwriters (Syndicate 1886) – 100%

**SUBJECT TO**

Terms will remain as indicated subject to no claims deterioration as of January 1, 2019

**CHANGES FROM EXPIRING POLICY**

UMR No. B0901EK1802696000

Page 8 of 17
## COMBINED PHYSICAL DAMAGE & MACHINERY BREAKDOWN

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>Property Of Every Description – All Risks of Direct Physical Loss or Damage (Subject to Policy Exclusions)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LIMITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,908,867</td>
<td>Limit of Loss on Blanket Property of Every Description including Machinery Breakdown</td>
</tr>
<tr>
<td>$500,000</td>
<td>Computer / Electronic Data Processing (Included in Blanket Limit)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXTENSIONS OF COVERAGE</th>
<th>The Limits shown below are included in the Blanket Limit shown above:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension</td>
<td>Limit</td>
</tr>
<tr>
<td>Valuable Papers</td>
<td>$500,000</td>
</tr>
<tr>
<td>Extra Expense</td>
<td>$500,000</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$500,000</td>
</tr>
<tr>
<td>Gross Rentals</td>
<td>$500,000</td>
</tr>
<tr>
<td>Computer Media</td>
<td>$500,000</td>
</tr>
<tr>
<td>Fine Arts (Agreed Value)</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXTENSIONS OF COVERAGE</th>
<th>The Limits shown below are in addition to the Blanket Limit shown above:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension</td>
<td>Limit</td>
</tr>
<tr>
<td>Newly Acquired Property</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Buildings in the Course of Construction</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property in Transit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Unnamed Locations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Expediting Expense</td>
<td>$500,000</td>
</tr>
<tr>
<td>Business Interruption – Profits</td>
<td>$300,000 subject to Maximum of $25,000 per Month</td>
</tr>
<tr>
<td>Contingent Business Interruption</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Extinguishing Materials and Fire Fighting Expense</td>
<td>$100,000</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$500,000</td>
</tr>
<tr>
<td>Hacking Event or Computer Virus attack – any one Random Attack or Any One Specific Attack, any one event or total loss in a policy year for the combined total loss or damage</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
## EXTENSIONS OF COVERAGE CONTINUED

<table>
<thead>
<tr>
<th>Extension</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Key</td>
<td>$10,000</td>
</tr>
<tr>
<td>Land and Water Pollution Clean Up Expense</td>
<td>$100,000</td>
</tr>
<tr>
<td>Stock Spoilage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Consequential Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Off Premises Service Interruption</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Exhibition Floater</td>
<td>$100,000</td>
</tr>
<tr>
<td>Ammonia Contamination</td>
<td>$500,000</td>
</tr>
<tr>
<td>Water Escape</td>
<td>$500,000</td>
</tr>
<tr>
<td>Hazardous Substance</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

| Property of Councillors', Board Members' and Employees' | $5,000 any one loss ($25,000 maximum annual policy limit) |

## ENDORSEMENTS

- Automobile Replacement Cost Deficiency Endorsement

## DEDUCTIBLE(S)

- $5,000 each Occurrence for All Losses except:
- $50,000 each Flood Loss
- 5% of total loss or $100,000 minimum, whichever is greater, each Earthquake occurrence. (Ontario/Atlantic Provinces)
- $2,500 each Fine Arts Loss

## POLICY FORM

- Municipal Insurance Program - Master Policy (February 1, 2017)
<table>
<thead>
<tr>
<th>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</th>
<th>Physical Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aviva Insurance Company of Canada – 70%</td>
</tr>
<tr>
<td></td>
<td>The Sovereign General Insurance Company – 30%</td>
</tr>
<tr>
<td>Machinery Breakdown:</td>
<td>Aviva Insurance Company of Canada – 100%</td>
</tr>
</tbody>
</table>

| SUBJECT TO | 1. Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment. |
|           | 2. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher. |
|           | 3. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer. |
|           | 4. All locations may be subject to Engineering Inspection. |
|           | 5. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019 |
## COMPREHENSIVE CRIME

<table>
<thead>
<tr>
<th>LIMITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Dishonesty – Form A</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Broad Form Loss of Money (Inside Premises)</td>
<td>$200,000</td>
</tr>
<tr>
<td>Broad Form Loss of Money (Outside Premises)</td>
<td>$200,000</td>
</tr>
<tr>
<td>Money Orders &amp; Counterfeit Paper Currency</td>
<td>$200,000</td>
</tr>
<tr>
<td>Depositors Forgery</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Fees / Audit Expenses</td>
<td>$200,000</td>
</tr>
<tr>
<td>Computer Fraud or Funds Transfer Fraud</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

| DEDUCTIBLE | $Nil per Loss |

| POLICY FORM | Master Crime Wording (Apr. 2012) |

| INSURER(S) AND PROPORTION OF PARTICIPATION(S) | Aviva Insurance Company of Canada – 100% |

<table>
<thead>
<tr>
<th>SUBJECT TO</th>
<th>Important:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</td>
</tr>
<tr>
<td></td>
<td>2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s).</td>
</tr>
<tr>
<td></td>
<td>3. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</td>
</tr>
</tbody>
</table>
### AUTOMOBILE INSURANCE (ONTARIO)

<table>
<thead>
<tr>
<th>COVERAGE APPLICABLE</th>
<th>Liability – Bodily Injury / Property Damage</th>
<th>Limit: $5,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accident Benefits – Basic Benefits</td>
<td>Limit as stated in Policy</td>
</tr>
<tr>
<td></td>
<td>Uninsured Automobile</td>
<td>Limit as stated in Policy</td>
</tr>
<tr>
<td></td>
<td>Direct Compensation – Property Damage</td>
<td>Limit as stated in Policy</td>
</tr>
<tr>
<td></td>
<td>Loss or Damage – All Perils</td>
<td>Deductible: $5,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENDORSEMENTS</th>
<th>Notice of Cancellation Ninety (90) Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OPCF 43R Removing Depreciation Deduction - 24 Months New</td>
</tr>
<tr>
<td></td>
<td>OPCF 20 Loss Of Use – Applicable to Five (5) Light Units</td>
</tr>
<tr>
<td></td>
<td>OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment</td>
</tr>
<tr>
<td></td>
<td>OPCF 31 Non-Owned Equipment</td>
</tr>
<tr>
<td></td>
<td>OPCF 24 Freezing of Fire-Fighting Apparatus</td>
</tr>
<tr>
<td></td>
<td>OPCF 44 Family Protection Endorsement:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENDORSEMENTS</th>
<th>(Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional Endorsements:</td>
</tr>
<tr>
<td></td>
<td>OPCF 3 Drive Government Automobiles</td>
</tr>
<tr>
<td></td>
<td>OPCF 4A Permission to Carry Explosives</td>
</tr>
<tr>
<td></td>
<td>OPCF 4B Permission to Carry Radioactive Material</td>
</tr>
<tr>
<td></td>
<td>OPCF 5 Permission to Rent or Lease</td>
</tr>
<tr>
<td></td>
<td>OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers</td>
</tr>
<tr>
<td></td>
<td>Tarmac Exclusion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY FORM</th>
<th>Provincial Statutory Owner's Policy</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</th>
<th>Aviva Insurance Company of Canada – 100%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SUBJECT TO</th>
<th>Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</th>
</tr>
</thead>
</table>

Page 13 of 17
### COUNCILLORS' ACCIDENT COVERAGE

<table>
<thead>
<tr>
<th><strong>LIMITS OF COVERAGE</strong></th>
<th>$250,000 Principal Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCLUDED COVERAGE</strong></td>
<td>Number of Councillors: Five (5) plus Two (2) Others</td>
</tr>
<tr>
<td></td>
<td>24 Hour Coverage</td>
</tr>
<tr>
<td><strong>POLICY FORM</strong></td>
<td>Insurer's Standard Form</td>
</tr>
<tr>
<td><strong>INSURER(S) AND PROPORTION OF PARTICIPATION(S)</strong></td>
<td>AIG Insurance Company of Canada – 100%</td>
</tr>
<tr>
<td><strong>SUBJECT TO</strong></td>
<td>1. $2,500,000 Aggregate Limit of Indemnity Per Accident</td>
</tr>
<tr>
<td></td>
<td>2. Terms will remain as indicated subject to no claims deterioration as of January 1, 2019</td>
</tr>
</tbody>
</table>
## RISK MANAGEMENT

<table>
<thead>
<tr>
<th>Service</th>
<th>Included/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTED OFFICIAL, DIRECTORS AND DEPARTMENTAL SEMINARS</td>
<td>Included</td>
</tr>
<tr>
<td>AUTOMOBILE FLEET SERVICES</td>
<td>Risk and Driver Assessment included</td>
</tr>
</tbody>
</table>

## PREMIUM SUMMARY

<table>
<thead>
<tr>
<th>Total Annual Premium (Options Not Included)</th>
<th>$40,363 plus any applicable provincial sales tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUNICIPAL OPTIONS</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Insurance</strong></td>
<td></td>
</tr>
<tr>
<td>To Add Limit $2,500 / Daily Maximum $1,500 Loss of Use to Three (3) heavy commercial vehicles over 4,500 kgs, excluding Public Emergency Vehicles ie: Fire, Ambulance and Police, and Transit Vehicles – Annual Additional $900</td>
<td></td>
</tr>
<tr>
<td>Additional Limits available in $500 increments up to a maximum of $10,500 – Quotation available upon request.</td>
<td></td>
</tr>
<tr>
<td><strong>Out of Province Emergency Medical</strong></td>
<td></td>
</tr>
<tr>
<td>Based on Seven (7) Members – under the age of 80</td>
<td></td>
</tr>
<tr>
<td>– Annual Additional $420</td>
<td></td>
</tr>
<tr>
<td>To increase the Trip Duration from 15 days to 30 days</td>
<td></td>
</tr>
<tr>
<td>– Annual Additional $490</td>
<td></td>
</tr>
<tr>
<td><strong>Public Entity Recovery Assistance Plan (Critical Illness)</strong></td>
<td></td>
</tr>
<tr>
<td>Based on Seven (7) Members – age 69 or less</td>
<td></td>
</tr>
<tr>
<td>$5,000 limit – Annual Additional $764</td>
<td></td>
</tr>
<tr>
<td>$10,000 limit – Annual Additional $1,195</td>
<td></td>
</tr>
<tr>
<td><strong>Volunteer Fire Fighters Accident</strong></td>
<td></td>
</tr>
<tr>
<td>Quotation available upon request.</td>
<td></td>
</tr>
<tr>
<td><strong>Municipal Volunteers Accident</strong></td>
<td></td>
</tr>
<tr>
<td>Principal Sum $50,000 – Annual Additional $750</td>
<td></td>
</tr>
</tbody>
</table>
ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL

To: Jardine Lloyd Thompson Canada
   Public Sector Division
   Suite 1200, 55 University Avenue
   Toronto, Ontario M5J 2H7
   Telephone: 416-941-9551 or Toll Free 1-800-268-9189
   Fax: 416-941-9022

Policy Term (mm/dd/yy): January 1, 2019 to January 1, 2020

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of Corporation of the Municipality of Morris-Turnberry

Authorized Signature ___________________________ Date ___________________________

Please print the name of the person signing above
WHEREAS, Section 9 of the Municipal Act, R.S.O. 2001, as amended, states that a Municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority;

AND WHEREAS The Corporation of the Municipality of Morris-Turnberry deems it advisable to acquire a portion of land of approximately 79.17 acres from Kevin Douglas Pletch and Barbara Anne Pletch, which is 61 Corbett Drive, Belgrave, ON, N0G 1E0, being described as Part Lots 2 and 3, Concession 5, Morris, being Parts 1 and 3, 22R-2816, Save and Except Parts 2 and 3, 22R-3849, Except Parts 1 to 6, 22R-3468, Except Parts 5, 6 and 7, 22R-4804 and Except Part 1, 22R-6281, subject to easements R180748 and R335595, Municipality of Morris-Turnberry, and is PIN 41331-0265 (LT);

AND WHEREAS the land to be purchased by The Corporation of the Municipality of Morris-Turnberry is described as Part Lots 2 and 3, Concession 5, Morris, being Parts 1 and 3, 22R-2816, Save and Except Parts 2 and 3, 22R-3849, Except Parts 1 to 6, 22R-3468, Except Parts 5, 6 and 7, 22R-4804 and Except Part 1, 22R-6281, subject to easements R180748 and R335595, Municipality of Morris-Turnberry, and is PIN 41331-0265 (LT);

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY ENACTS AS FOLLOWS:

1. That the Mayor and Administrator Clerk-Treasurer be authorized to sign all the necessary documents for the purchase by The Corporation of the Municipality of Morris-Turnberry from Kevin Douglas Pletch and Barbara Anne Pletch.

Read a First and Second Time November 20th, 2018.

Read a Third Time and Finally Passed November 20th, 2018.

Paul Gowing, Mayor

Nancy Michie, Administrator Clerk-Treasurer

I, Nancy Michie, Clerk of the Municipality of Morris-Turnberry, hereby certifies that this is a true copy of By-law No. 74-2018 for the Municipality of Morris-Turnberry, duly passed by Council on November 20th, 2018.

Nancy Michie, Administrator Clerk-Treasurer
THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY LAW NO. 76-2018

“A BY-LAW TO SELL PROPERTY, LOCATED IN THE GEOGRAPHIC TOWNSHIP OF TURNBERRY, being a property located in the Geographic Township of Turnberry, Municipality of Morris-Turnberry, being described as:

236 Alice Street, Lower Town, Wingham, Ontario, more particularly described as Plan 410 Park Lots 31 and 34; Pt Park Lot 33, Parts 1,2,3,4 and 5 on RP 22R – (being all of PIN 41052-0137), Turnberry

WHEREAS PURSUANT TO THE MUNICIPAL ACT 2001, S.O. 2001, c. 25, SECTION 270 (1), states that a Municipality shall adopt and maintain policies with respect to the following matters:
1. Its sale and other disposition of land;

AND WHEREAS,” The Corporation of the Municipality of Morris-Turnberry” has enacted By-law No. 79-2007 being a By-law to establish Notice procedures and By-law No. 58-2003 being a bylaw to establish procedures for the sale of real property owned by the Municipality;

AND WHEREAS it is deemed expedient in the interest of “The Corporation of the Municipality of Morris-Turnberry”, hereinafter called the “Corporation”, that the surplus land, located at 236 Alice Street, Lower Town, Wingham, Ontario, more particularly described as Plan 410 Park Lots 31 and 34; Pt Park Lot 33, Geographic Township of Turnberry, Municipality of Morris-Turnberry, being described as Schedule ‘A’, to this by-law, be sold;

AND WHEREAS the property was declared as surplus to the needs of The Corporation of the Municipality of Morris-Turnberry on the 4th day of September, 2018 and public notice was given as set out in By-law No. 58-2003;

AND WHEREAS notice of intent to sell and dispose of the property was given in the local newspaper on the 11th day of September, 2018; and by posting of notices in conspicuous locations in the Municipality and by posting on the Municipal Website on the 11th day of September, 2018;

NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY HEREBY ENACTS AS FOLLOWS:

1/ That upon and after passing of this By-law the property, as set out and described in Schedule ‘A’, attached hereto, be transferred to the persons listed on Schedule ‘C’;

2/ That the Compliance Certificate attached as Schedule ‘B’, attached hereto, forms part of this By-law;

3/ That the property be sold for the price of $ 570,000.00 plus costs;

4/ That the property be transferred to the following companies:
   Part 1 to 1264752 Ontario inc.,
   Part 2 to Britespan Building Systems Inc.,
   Part 3 to Fabric Building Covers International Inc.,
   Part 4 to Britespan Building Systems Inc.,
   Part 5 to Fabric Building Covers International Inc.,
   ‘or ‘as directed by it’;
That the Mayor and Clerk of The Corporation of the Municipality of Morris-Turnberry are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance of the land as hereinbefore described.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 20th day of November, 2018.

__________________________
Paul Gowing, Mayor

__________________________
Nancy Michie, Clerk

I, Nancy Michie, Clerk of The Corporation of the Municipality of Morris-Turnberry do hereby certify this to be a true copy of By-law No. 76-2018, passed by the council of The Corporation of the Municipality of Morris-Turnberry on the 20th day of November, 2018.

__________________________
Nancy Michie, Clerk
SCHEDULE ‘A’ of By-law No. 76-2018

1. ALL AND SINGULAR THAT CERTAIN PARCEL OR TRACT OF LAND AND PREMISES SITUATE, located at Geographic Township of Turnberry, Municipality of Morris-Turnberry, being described as:
   236 Alice Street, Lower Town, Wingham, Ontario, more particularly described as Plan 410 Park Lots 31 and 34; Pt Park Lot 33 (being all of PIN 41052-0137), Turnberry

<table>
<thead>
<tr>
<th>And being all or Part of PIN Number:</th>
<th>PIN Number</th>
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<tbody>
<tr>
<td>Plan 410 Park Lots 31 and 34; Pt Park Lot 33, Turnberry</td>
<td>PIN  41052-0137</td>
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</table>
CERTIFICATE OF COMPLIANCE

Certificate of Compliance with respect to the sale or disposition of the real property described as:

ALL AND SINGULAR THAT CERTAIN PARCEL OR TRACT OF LAND AND PREMISES SITUATE, being located at 236 Alice Street, Lower Town, Wingham, Ontario, more particularly described as Plan 410 Park Lots 31 and 34; Pt Park Lot 33 (being all of PIN 41052-0137), Geographic Township of Turnberry, Municipality of Morris-Turnberry, described as:

<table>
<thead>
<tr>
<th>Part of Plan</th>
<th>PIN Number</th>
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<tbody>
<tr>
<td>Plan 410 Park Lots 31 and 34; Pt Park Lot 33, Turnberry</td>
<td>PIN 41052-0137</td>
</tr>
</tbody>
</table>

I, Nancy Michie, Clerk of The Corporation of the Municipality of Morris-Turnberry do hereby certify that:

1. The Corporation of the Municipality of Morris-Turnberry passed By-law No. 58-2003, on September 2nd, 2003, being the procedural by-law for the purposes of the sale or other disposition of real property and such by-law was in force on the date of the sale or disposition of the property above;

2. The property was declared surplus by resolution of Council passed on the 4th day of September, 2018;

3. That appraisal of the fair market value of the property was waived by Council.

4. Public Notice of the intent to sell and dispose of the property was given by the following notice:

   1. General circulation in the following newspaper:
      Wingham Advance Times, Wingham, ON, on September 11th, 2018.

   2. Notice was posted in a conspicuous location in the Municipality and on the Municipal Website, on September 11th, 2018.

Dated this 20th day of November, 2018.

Nancy Michie, Clerk
SCHEDULE ‘C’ of By-law No. 76-2018

1. Application of Consolidation of Parcel:

*Owner as listed or such Owner’s transferee as recorded in the land registry office records

Buyer/transferee
Part 1 to 1264752 Ontario inc.,
Part 2 to Britespan Building Systems Inc.,
Part 3 to Fabric Building Covers International Inc.,
Part 4 to Britespan Building Systems Inc.,
Part 5 to Fabric Building Covers International Inc.,
‘or ‘as directed by it’;

Consolidation of parcels is not required.
THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 77-2018

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate seal to authorize the renewal of the contract with Veolia Water Canada Inc. for the Belgrave Water System

Whereas, Section 8 of the Municipal Act, 2001, S.O. 2001, 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 Safe Drinking Water, 2002 outlines the duties of owners and operating authorities of municipal drinking-water systems, including ensuring that:

- All water provided by the drinking water system meets prescribed drinking-water quality standards;
- All drinking-water systems are operated in accordance with the Act and regulations and are kept in a good state of repair;
- All facilities are appropriately staffed and supervised;
- All sampling, testing and monitoring requirements are complied with; and
- All reporting requirements are complied with.

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute an Agreement with Veolia Water Canada Inc. to operate the Belgrave Water System;

AND WHEREAS, this agreement is attached hereto and forms part of this By-law, as Schedule ‘A’;

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

1. That the January 1, 2014 contract with Veolia Water Canada is hereby renewed for the period of five (5) years, from the 1st day of January, 2019 to the 31st day of December, 2023, with an annual CPI increase.

2. That the Mayor and Clerk of the Municipality are hereby authorized to execute and affix the Corporate Seal to the By-law, to authorize the Municipality of Morris-Turnberry to renew an Agreement with Veolia Water Canada Inc. to operate the Belgrave Water System, for a term of five (5) years, from the 1st day of January, 2019 to the 31st day of December, 2023.

Read a first, second, third and final time this 20th day of November, 2018.

Mayor, Paul Gowing

Administrator Clerk-Treasurer, Nancy Michie
Service Agreement

THIS AGREEMENT ("Agreement") is entered into this 1st day of January, 2014, by and between:

The Corporation of the Municipality of Morris-Turnberry, with its mailing address at R.R. #4, 41342 Morris Rd., Brussels, Ontario N0G 1H0 (hereinafter "MUNICIPALITY")

And

Veolia Water Canada, Inc. with its principal address at 150 Pony Drive, Unit 2 Newmarket, Ontario L3Y 7B6 (hereinafter "VWC").

WHEREAS, the MUNICIPALITY owns and/or provides for the operation of the water system as described in Appendix "B" ("System"), including Maintenance, Repairs, expansion, administration, billing, collection, customer service and permitting functions; and,

WHEREAS, the MUNICIPALITY desires to employ VWC to perform the services described herein ("Services"), in connection with the operation of the System for the compensation provided for herein ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, MUNICIPALITY and VWC agree as follows:

1. General

1.1. Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.

1.2. All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by the MUNICIPALITY shall remain the exclusive property of the MUNICIPALITY unless specifically provided for otherwise in this Agreement. The MUNICIPALITY grants or shall obtain for VWC authority to enter the property upon which VWC's Services are to be performed.

1.3. This Agreement shall be governed by and interpreted in accordance with the laws of the MUNICIPALITY and the Province of Ontario, Canada.

1.4. This Agreement shall be binding upon the successors and assignees of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

1.5. All notices shall be in writing, and transmitted to the party's address stated above. All notices shall be deemed given when delivered to a party.
1.6. This Agreement including Appendices A through D, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties.

1.7. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8. It is understood that the relationship of VWC to the MUNICIPALITY is that of independent contractor. The Services provided under the Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such Services shall not be considered engineering services and nothing herein is intended to imply that VWC is to supply professional engineering services to MUNICIPALITY unless specifically stated in this Agreement to the contrary.

1.9. If litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

1.10. Nothing in this Agreement shall be constructed to create in any third party or in favor of any third party any rights(s), license(s), power(s) or privilege(s).

1.11. Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.

1.12. This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.

2. VWC’s Services

2.1. VWC shall provide supervision and records at the two (2) System locations described in Appendix “B” to monitor water treatment quality and to maintain the pumphouse and equipment.

2.2. VWC shall provide a fully certified water treatment operator during regular business hours as needed and will have an operator available for emergency calls after hours and on weekends. VWC employees shall accompany any authorized personnel on pumphouse visits (e.g. Ministry of Environment Inspections). Operator shall generally attend each
facility during regular workdays, Monday, Tuesday, Thursday and Friday. Facilities will be remotely monitored on weekends and attended only if necessary.

2.3. VWC shall perform sampling of the raw and treated water for all the parameters required under the existing Ontario Drinking Water Regulations as of November 1, 2011 and all those required by the individual System’s existing or amended Drinking Water License, Permit to Take Water, applicable acts and regulations and any other existing legislative requirements of a water works system. All costs related to sampling supplies, shipping and laboratory analysis will be included in the Annual Fee.

2.4. VWC shall provide 24 hours/365 day response.

2.5. VWC shall provide routine calibration of all instrumentation and metering equipment as required, including the testing and Maintenance of the backup diesel generator. VWC shall ensure all equipment made available by the MUNICIPALITY is maintenance in good working condition complete with record management. The MUNICIPALITY will be responsible for all costs related to the purchase of material and outside contractors.

2.6. VWC shall provide routine Maintenance to the equipment listed in the collective water related Certificates of Approval possessed by the MUNICIPALITY and provided to VWC. VWC shall perform the Maintenance scheduling and basic repair tasks. In circumstances where Maintenance work has to be done by an outside contractor, VWC shall arrange for the contractor and supervise the work which is to be done during regular business hours. The MUNICIPALITY will be responsible for all costs related to purchase of materials and outside contractors. All work performed by an outside contractor shall be authorized by the MUNICIPALITY, prior to the commencement of the intended work. Such authorization shall be given in a timely fashion and not be unreasonably withheld.

2.7. VWC shall prepare and submit all Quarterly, Annual, Compliance and Occurrence reports required by Ont. Reg. 170/03 and the Drinking Water Permit to Take Water and/or any other applicable legislation. (Any required Engineer’s reports are excluded from the above obligation). The MUNICIPALITY shall receive a review copy of all such documents, in a timely fashion, prior to submission to the respective agency. VWC shall revise and submit such documents, to the respective agency, upon the receipt of the finalized documents to the MUNICIPALITY. VWC shall ensure record keeping and documentation meet the requirements of respective Certificates of Approval, Permit to Take Water and existing applicable legislation.

2.8. VWC shall prepare and issue monthly reports to the MUNICIPALITY describing the Services performed by VWC, and VWC shall prepare and issue, in a timely fashion, additional reports to the MUNICIPALITY on any exceedences or adverse water samples.
2.9. VWC shall notify the MUNICIPALITY immediately of any abuse of the MUNICIPALITY’S Lawn Watering or other water system related By-Laws, regulatory issues, boil water advisories/orders, or any other concerns that they become aware of relating to this System.

2.10. VWC shall respond to customer inquiries and complaints and shall provide information about such inquiries and complaints to the MUNICIPALITY. A written report shall be provided to the MUNICIPALITY monthly.

2.11. VWC shall provide liability insurance coverage for the Services performed by VWC employees.

2.12. VWC will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations in writing to the MUNICIPALITY regarding the need, if any, for MUNICIPALITY to rehabilitate, expand or modify the System to comply with governmental safety regulations applicable to VWC’s operations hereunder. Nothing herein shall be construed to place upon VWC a duty to find and report violations of safety laws at the System.

2.13. Annually, by December 31st during the term of the Agreement, VWC will provide the MUNICIPALITY with a listing of recommended Repairs and Capital Improvements that VWC believes will be required for proper operation of the System.

2.14. The internal components of the Drinking Water Quality Management System (DWQMS) will be included in the agreements; Operational Plan updates, risk assessment reviews, internal audits, management reviews, staff reviews, surveillance audits and related work. This agreement does not include any costs associated with or from any external regulatory bodies as they relate to the DWQMS, such as external audit fees from the QMI-SAI Canada Limited. VWC senior management involvement in management reviews will also be billed as Out of Scope.

2.15. The MUNICIPALITY and VWC shall conduct an annual contract review meeting at a time mutually agreeable to both parties.

3. MUNICIPALITY’S Duties

3.1. The MUNICIPALITY shall fund all necessary Repairs and Capital Improvements to the System. Priority shall be given to safety related expenses described in Section 2.12. Any loss, damage, or injury resulting from the MUNICIPALITY’s failure to provide or pay for the Repairs or Capital Improvements when reasonably requested by VWC shall be the sole responsibility of the MUNICIPALITY.

3.2. The MUNICIPALITY will be responsible for payment of all chemicals used in the treatment of water plus all utilities, including by not limited to electricity and telephone lines.
3.3. The MUNICIPALITY shall keep in force all System warranties, guarantees, easements and licenses that have been granted to the MUNICIPALITY and are not transferred to VWC under this Agreement.

3.4. The MUNICIPALITY shall pay all sales, excise, ad valorem, property, value added, franchise, occupational and disposal taxes or other taxes associated with the System or the Services provided hereunder, other than taxes imposed upon VWC’s net income and/or payroll taxes for VWC employees relating to Costs not covered under this Agreement. In the event VWC is required to pay any of the above taxes on the value of the Services provided by VWC hereunder or the Services provided by any subcontractor of VWC, such payments shall be reimbursed by the MUNICIPALITY unless the MUNICIPALITY furnishes a valid and properly executed exemption certificate relieving the MUNICIPALITY and VWC of the obligation for such taxes. In the event the MUNICIPALITY furnishes an exemption certificate which is invalid or not applicable to the Services provided by VWC, the MUNICIPALITY shall indemnify VWC of any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VWC’s reliance on such certificate.

3.5. The MUNICIPALITY shall provide VWC, within a reasonable time after request and on an “as available” basis, with the temporary use of any piece of MUNICIPALITY’s heavy equipment and operator that is available so that VWC may discharge its obligations under this Agreement in the most cost-effective manner.

3.6. The MUNICIPALITY shall provide the System with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of the System and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of VWC.

3.7. The MUNICIPALITY warrants that during the interim period between the initial Project inspection by VWC and the Commencement Date, the plants, facilities and equipment have been operated only in the normal course of business, all scheduled and proper Maintenance and Repairs have been performed and there are no issues known to the MUNICIPALITY regarding the condition of the System, any facilities composing the System and/or any equipment used by the System that will adversely affect the Services provided by VWC hereunder. The MUNICIPALITY warrants and agrees that it will turn over the plants, facilities and equipment to VWC in good working order and in compliance with all applicable laws, rules and regulations.

4. Compensation

4.1. For the performance of the Services described in Section 2, the MUNICIPALITY shall pay VWC an Annual Fee in the amount of $46,250 commencing on January 1, 2014.
4.2. For overtime work that is extra to the normal responsibilities and outside of the Services, as set out in Section 2 above, after hours call ins, and travel outside the normal service area provided with regards to Capital Improvements and/or extraordinary Repairs, the MUNICIPALITY shall pay VWC:

a) Hourly rate for out of scope work 8:00-16:00 Monday-Friday $55.00
b) Hourly rate for out of scope work after 16:00 Monday-Friday $85.00
c) Hourly rate for out of scope Saturday-Sunday $85.00
d) Statutory holidays $120.00
e) Management (anytime) $70.00
f) Rate per kilometer travel beyond normal service provisions $0.55
g) Such overtime must be approved by the MUNICIPALITY
h) Professional or skilled trades regular $90.00
i) Senior Management $250.00

4.3. The MUNICIPALITY shall compensate VWC for the purchase of any goods on behalf of the MUNICIPALITY at the rate of Costs plus ten percent (10%).

4.4. The above Annual Fee and other fees will be adjusted annually to reflect the change in CPI for Ontario for the proceeding twelve (12) months.

4.5. VWC will provide the MUNICIPALITY with all supporting documentations, cost breakdowns, invoices, receipts, etc for any and all claims related to goods and services, provided by VWC and/or agents thereof, for any goods and services provided as extra to the normal responsibilities and outside of the Services, as set out in Section 2 above.

5. Payment of Compensation

5.1. One-twelfth (1/12) of the Annual Fee for the current year shall be invoiced on the first of the month for each month that Services are provided and payable within fifteen (15) days of receipt of VWC’s invoice and supporting documentation.

Monthly invoices submitted in relation to the Annual Fee shall be accompanied by a WSIB Clearance Certificate and all reports required under Section 2.

5.2. All other compensation to VWC is due upon receipt of VWC’s invoice and supporting documentation provided as per Section 4.5 above and payable within fifteen (15) days.

5.3. The MUNICIPALITY shall pay interest at annual rate equal to twelve percent (12%) said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation.
provided by law, such charges shall be reduced to the highest rate or amount within such limitations.

6. **Scope Changes**

6.1. A Change in Scope ("Change in Scope") of Services shall occur when and as VWC's Costs of providing Services under this Agreement change as a result of:

6.1.1. Any change in System operations, personnel qualifications or staffing or other Cost which is a result of an Unforeseen Circumstance;

6.1.2. Material increases or decreases in the user base;

6.1.3. Any demands on the System that exceed the limitations set out in the Certificates of Approval specified in Appendix C and result in additional Costs incurred by VWC;

6.1.4. Increases or decreases in rates or other related charges (including taxes) imposed upon VWC by a taxing authority—excluding taxes based on VWC's net income; and/or

6.1.5. The MUNICIPALITY’s request of VWC and VWC’s consent to provide additional services.

6.2. For Changes in Scope described in Sections 6.1.1 through, and including, 6.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to VWC's additional (or reduced) Cost associated with the Change in Scope plus ten percent (10%).

6.3. For Changes in Scope described in Section 6.1.4 the Annual Fee shall be increased (or decreased) by an amount equal to VWC’s additional (or reduced) Cost associated with such Change in Scope.

6.4. The MUNICIPALITY and VWC shall negotiate an increase in VWC’s Annual Fee for Changes in Scope based on Section 6.1.5.

7. **Indemnity, Liability and Insurance**

7.1. VWC hereby agrees to indemnify and hold the MUNICIPALITY harmless from any liability, or damages for bodily injury, including death, property damages and pollution damages to the extent caused by VWC’s negligence or willful misconduct under this Agreement.

7.2. The MUNICIPALITY agrees to indemnify and hold VWC harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from all causes of any kind other than VWC’s negligence or willful misconduct, including, but not limited to, breach of a MUNICIPALITY warranty.
7.3. Neither VWC nor the MUNICIPALITY shall be liable to the other in any action or claim for consequential, incidental or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.

7.4. VWC shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency to the extent caused by VWC’s and their employee’s negligence. The MUNICIPALITY upon request by VWC, will assist VWC in contesting any such fines in administrative proceedings and/or in court prior to any payment by VWC. VWC shall pay the cost of such contest.

7.5. The MUNICIPALITY shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on the MUNICIPALITY and/or VWC that are not a result of VWC’s and their employee’s negligence or are otherwise directly related to the ownership of the System and shall indemnify and hold VWC harmless from the payment of any such fines and/or penalties. VWC, upon request by the MUNICIPALITY will assist the MUNICIPALITY in contesting any such fines in administrative proceedings and/or in court prior to any payment by the MUNICIPALITY. MUNICIPALITY shall pay the cost of any such contest.

7.6. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, VWC’s liability for performance or non-performance of any obligation arising under this Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Section 7.1 shall not exceed USD 250,000 cumulatively for the duration of the Agreement provided that the foregoing limitation shall not apply to any losses resulting from the gross negligence or willful misconduct of VWC or VWC’s subcontractors, employees or agents in breach of VWC’s obligations under this Agreement.

7.7. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix D. Each party shall provide the other party with satisfactory proof of insurance.

7.8. The provisions of Sections 7.1 through 7.7 above shall survive the termination of this Agreement.

8. Term, Termination and Default

8.1. The term of this Agreement shall be five (5) years commencing January 1, 2014. Thereafter, this Agreement shall be automatically renewed for successive terms of not less than one (1)
year each unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration.

8.2. Termination

8.2.1. The MUNICIPALITY may terminate this Agreement upon ninety (90) days written notice at any time in the event that VWC is in default of this Agreement; provided however, VWC shall not be considered to be in default until it has been given written notice of the breach and thirty (30) days within which to cure or commence taking reasonable steps to cure the breach. VWC will continue to perform its obligations under this Agreement during the termination notification period without limitation unless the MUNICIPALITY is in default of its obligations regarding this Agreement.

8.2.2. VWC may terminate this Agreement upon ninety (90) days written notice at any time in the event that the MUNICIPALITY is in default of this Agreement; provided however, the MUNICIPALITY shall not be considered to be in default until it has been given written notice of the breach and thirty (30) days within which to cure or commence taking reasonable steps to cure the breach. The MUNICIPALITY will continue to perform its obligations under the Agreement during the termination notification period without limitation unless VWC is in default of its obligations regarding this Agreement.

8.2.3. Either party may terminate this Agreement for convenience for any reason upon one hundred and eighty (180) days written notice at any time. Both parties will continue to perform their obligations under this Agreement during the termination notification period without limitation.

8.3. In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, the MUNICIPALITY shall pay to VWC any unamortized and/or unrecouped Costs incurred by VWC in connection with this Agreement or the System.

8.4. Upon notice of termination by the MUNICIPALITY, VWC shall assist the MUNICIPALITY in assuming operation of the System. If additional Cost is incurred by VWC at the request of the MUNICIPALITY, the MUNICIPALITY shall pay VWC such Cost within fifteen (15) days of invoice receipt.

8.5. Upon termination of the Agreement and all renewals and extensions of it, VWC will return the System to the MUNICIPALITY in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted, equipment and other personal property purchased by VWC for use in the operation or maintenance of the Project shall remain the property of VWC upon termination of this Agreement unless (i) the property was directly paid for by the MUNICIPALITY, (ii) MUNICIPALITY specifically reimbursed by VWC for the cost incurred to purchase the property, (iii) the materials and supplies were installed
as part of regular Maintenance or Repairs to the System or (iv) this Agreement provides to the contrary.

9. Disputes and Force Majeure

9.1. In the event activities by employee groups or unions cause a disruption in VWC’s ability to perform at the Project, MUNICIPALITY, with VWC’s assistance or VWC at its own option, may seek appropriate injunctive court orders. During any such disruption, VWC shall operate the facilities on a best-efforts basis until any such disruptions cease.

9.2. Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

MUNICIPALITY OF MORRIS-TURNBERRY

Sign:

Name: Paul B. Gowing

Title: Mayor

Date: October 15, 2013

VEOLIA WATER CANADA INC.

Sign:

Name: Mark Rupke

Title: VP and Area Manager

Date: Nov 20, 2013

Morris-Turnberry Agreement
September 2013
CERTIFICATE OF COUNSEL.

The undersigned, as counsel for the Municipality of Morris-Turnberry ("MUNICIPALITY") in this transaction, hereby certifies that (s)he has examined the circumstances surrounding the selection of Veolia Water Canada, Inc. ("VWC") and the award and letting of the foregoing contract to VWC by MUNICIPALITY, and has found that said selection and award process comply with the procurement laws of the Province of Ontario and the MUNICIPALITY.

Counsel for MUNICIPALITY

Graham F. Stokes

Date

October 21/13
APPENDIX A

DEFINITIONS

A.1 "Annual Fee" means a predetermined, fixed sum for VWC's Services. The Annual Fee includes Cost and profit.

A.2 "Authorized Personnel" means Ministry of the Environment Inspectors, the Municipality's Public Works Manager and other personnel as designated by the Municipality.

A.3 "Capital Improvements" means any expenditure for: (1) the purchase of new equipment or System items; (2) Repairs that significantly extend equipment or facility service life or (3) expenditures that are planned, non-routine and/or budgeted by MUNICIPALITY.

A.4 "Change in Scope" has the meaning set forth in Section 6.

A.5 "Commencement Date" shall mean January 1, 2014.

A.6 "Cost" means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.

A.7 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.

A.8 "Maintenance" means those routine and/or repetitive activities recommended by VWC based on prudent industry practices to maximize the service life of the equipment, sewer, vehicles and facilities.

A.9 "Project" has the meaning set forth in the Whereas clause.

A.10 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the System's equipment, vehicles or facilities or some component thereof.

A.11 "System" means all equipment, vehicles, grounds, rights of way, and facilities described in Appendix B and where appropriate, the management, operations and Maintenance of such System.

A.12 "Unforeseen Circumstances" shall mean any event or condition which has an effect on The rights or obligations of the parties under this Agreement, or upon
the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VWC; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and Maintenance of the Project.
VWC agrees to provide the Services described herein in connection with the following infrastructure of the MUNICIPALITY:

1) Belgrave Water System, Pumping Station and Reservoir - This system is located in Belgrave and supplies the hamlet of Belgrave as well as an extension into the Township of North Huron. It is a groundwater supply from two (2) wells with the treatment consisting of chlorination and iron and manganese removal. There is an attached distribution system including a number of flush points for the system. This system was operated under Certificate of Approval # 6867-6M4Q8L. It is now operated under Municipal Drinking Water Licence #247-101 Issue # 01.

2) Humphrey Sample Station - This sample point is located in the Township of North Huron and serves the Humphrey subdivision and the North Huron side of the hamlet of Belgrave. It consists of the former Humphrey well house and contains a continuous on line chlorine analyzer.
APPENDIX C
WATER TREATMENT CHARACTERISTICS

1. WC will act as the "operator with overall responsibility". VWC will operate and maintain the Belgrave Water Treatment System in accordance with the respective Drinking Water Licence (#247-101), Drinking Water Works Permit (#247-201), applicable acts and regulations and any other legislation relative to the operations of a waterworks.

2. VWC will be responsible for all administrative duties associated with operating and maintaining the water treatment plant and distribution systems in accordance with the respective Municipal Drinking Water Licence, Drinking Water Works Permit, applicable acts and regulations and any other legislation relative to the operations of a waterworks.
APPENDIX D

INSURANCE COVERAGE

VWC SHALL MAINTAIN:

1. Statutory workers compensation for all of VWC's employees at the Project as required by the Province of Ontario.

2. Commercial general liability insurance, insuring VWC's negligence, in an amount not less than $5,000,000 combined single limits for bodily injury and/or property damage. The MUNICIPALITY is to be added as an additional insured on the VWC's liability policy as respects liability caused by work or operations performed by or on behalf of VWC. VWC shall provide a certificate of insurance specifying the above and outlining Insurer expiry dates.

3. Automobile liability insurance for bodily injury and property damage caused by VWC's vehicles.

MUNICIPALITY SHALL MAINTAIN:

1. Statutory workers compensation for all of the MUNICIPALITY'S employees associated with the System as required by the Province of Ontario.

2. Property damage insurance for the System and all other property owned by MUNICIPALITY and operated by VWC under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the MUNICIPALITY. MUNICIPALITY and its insurers shall provide a waiver of subrogation in favor of VWC as respects any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or retentions maintained thereunder.

3. Automobile liability insurance for collision, comprehensive, and bodily injury for MUNICIPALITY'S vehicles.

Each party will cause the other party to be added as additional insured on the above insurance policies, other than auto and will require its insurance carrier to provide the other party at least thirty (30) days notice of the cancellation of such policies. VWC may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law.
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 78-2018

BEING A BY-LAW TO ESTABLISH A PROCUREMENT OF GOODS & SERVICES POLICY FOR THE MUNICIPALITY OF MORRIS-TURNBERRY

WHEREAS, Section 270 of the Municipal Act, 2001 as amended, provides that a municipal shall adopt and maintain policies with respect to its procurement of goods and services.

AND WHEREAS, the Council of the Municipality of Morris-Turnberry enacted By-law 68-2004 on November 23rd, 2004, to define the Procurement policies and procedures for the Corporation of the Municipality of Morris-Turnberry, and it is now deemed necessary to enact a new by-law and to repeal By-law 68-2004.

THEREFORE, THE COUNCIL OF THE MUNICIPALITY OF MORRIS-TURNBERRY hereby enacts as follows:

1) That the Procurement of Goods & Services Policy Regulations for the Municipality of Morris-Turnberry are hereby adopted, as Schedule A, attached to this by-law;

2) That the Mayor and Clerk are hereby empowered to sign and execute all documents necessary to empower this by-law;

3) This Bylaw hereby repeals any previous Bylaw 68-2004 for the Procurement of Goods & Services within the Municipality of Morris-Turnberry.

4) That this by-law comes into force on the final passing and will be known as the Procurement of Goods & Services Policy, for the Municipality of Morris-Turnberry.

Read a First, Second, Third and Final time this 20th day of November, 2018.

Mayor, Paul Gowing

Administrator Clerk-Treasurer,
Nancy Michie
SCHEDULE “A” TO BY-LAW# 78-2018

Procurement of Goods & Services Policy

Effective Date: November 20, 2018

Prepared by: Nancy Michie, Administrator Clerk-Treasurer

Applies To: Council, All Staff
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1. POLICY STATEMENT

The purpose, goals and objectives of this Policy and of each of the methods of purchasing authorized herein are:

   (a) to obtain the best value for the Municipality when procuring Goods and/or services;

   (b) to encourage open and competitive bidding;

   (c) to ensure objectivity and integrity in the Purchasing process;

   (d) to ensure fairness between bidders;

   (e) to maximize savings for taxpayers;

   (f) to offer a variety of purchasing methods, and to use the most appropriate method depending on the particular circumstances of the acquisition;

   (g) to the extent possible, to ensure openness, accountability and transparency while protecting the best interests of the Municipality and the taxpayers therein;

   (h) to avoid real and perceived conflicts between the interests of the Municipality and those of the Municipal employees and elected officials and to ensure compliance with the Municipal Conflict of Interest Act, R.S.O. 1990, c.M.50, as amended;

   (i) when possible, to encourage the purchase of goods and/or services with due regard to the preservation of the natural environment;

   (j) to promote, and incorporate wherever possible in purchasing activities of the Municipality, the requirements of the Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, as amended;

   (k) to ensure legislative compliance;

   (l) to maintain timely and relevant policies and procedures
1.1 **LEGISLATIVE AUTHORITY**

The Municipal Act, 2001, S.O., c.25, as amended, states:
Section 270 (1) and 270 (2) Adoption of policies - A Municipality and its local boards shall adopt and maintain policies with respect to the following matters:
3. Its procurement of goods and services

2. **DEFINITIONS**

(a) In this policy:

"**Accessibility**" is a general term used to describe the degree of ease that something (e.g. device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, highly usable and practical for the general population as well;

"**Accessible**" is that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to persons with a disability;

"**Award**" means authorization to proceed with the purchase of goods and/or services from a chosen Supplier;

"**Bid**" means an offer or submission from a Supplier in response to a request, tender or proposal which is subject to acceptance or rejection;

"**Bid Approval Report**" means a completed and authorized Purchase Requisition Form, or Council report which authorizes the purchase of goods and/or services and is executed by the Purchasing Authorities as set out in Appendix "D";

"**Bid Solicitation**" means a formal request for Bids including an Informal Quotation, Request for Quotation, Request for Tender, Request for Proposal or Request for Expression of Interest;

"**Budget**" means the budget or portion of the budget approved by Council;
"Chief Administrative Officer/Clerk" or "CAO/Clerk" means the Chief Administrative Officer/Clerk of the Corporation of the Municipality of Morris-Turnberry their Designate or any successor position thereto;

"Compliant Bid" means a Bid that meets the terms and conditions;

"Conflict of Interest" means a situation where a personal, business or other interest of an elected or appointed official, officer or employee of the Corporation is, or can be reasonably be perceived to be, in conflict with the interests of the Corporation, and includes, but is not limited to:

(i) The giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any person or business that offers goods and/or services to the Corporation; or

(ii) a direct or indirect interest in any business that provides goods and/or services to the Corporation; or

(iii) a conflict of interest as defined in the Municipal Conflict of Interest Act

"Construction" means a construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering or architectural work and includes site preparation, excavation, drilling, soil or seismic investigation, the supply of products and materials and the supply of equipment and machinery incidental to the construction, and the installation and repair of fixtures of a building, structure or other engineering or architectural work;

"Contract" means a binding agreement between two or more parties that creates an obligation to provide or perform services;

"Council" means The Council of the Corporation of the Municipality of Morris-Turnberry;

"Department" means any Department of the Corporation including any division within a Department;

"Department Head" means the individual accountable for the department and services assigned to each section thereof;
"Designate" means a person authorized by the Department Head to act on their behalf, for purposes of this policy;

"Exemptions" – means a person or business to who the policy does not apply.

"Formal Bid Process" means the process for receipt of Tenders, as outlined in Section 26;

"Goods" means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property), including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract;

"Informal Quotation" means a request for bids for which the value is below the defined formal bid process threshold;

"Local Participation" means Vendors within 50 km of the Municipality of Morris-Turnberry

"Lobbying" means the advocacy of an interest that is affected, actually or potentially by the bid solicitation process or individuals involved in the Bid Solicitation process including seeking to influence the outcome of the Bid Solicitation process or subsequent Award;

"Lowest Compliant Bid" means the Compliant Bid that would provide the Municipality with the desired goods and/or services at the lowest cost;

"Municipality" means the Corporation of the Municipality of Morris-Turnberry;

"Professional Services" means those services requiring the skills of professionals for a defined service required including but not limited to:

(i) architects, engineers, economic development, designers, surveyors, geoscientists, project managers, consultants, auditors, accountants, medical professionals and legal counsel/advisors;

(ii) firms or individuals having specialized competence in environmental, planning or similar disciplines; and
(iii) software, graphic design and web-design consultants and any other persons providing similar services;

"Purchase" means to acquire goods and/or services by purchase, rental, lease or trade, including construction;

"Quotation" means a binding statement of price, terms of sale and description of goods and/or services offered by a Supplier;

"Request for Expression of Interest" or "RFEOI" means a public request made by the Municipality seeking responses from potential Suppliers for the purposes of compiling a list of Suppliers who may be interested in providing Goods and/or Services to the Municipality from time to time. Receipt of an expression of interest by the Municipality does not create any obligation between the potential Supplier and the Municipality, but may be a precondition to qualifying for subsequent Bid Solicitations issued by the Municipality;

"Request for Proposal" or "RFP" means a public request for proposals by the Municipality made in accordance with Section 19 of this policy, seeking proposals to supply goods and/or services which may or may not result in an Award by the Corporation;

"Request for Tender" or "RFT" means a public request for tenders by the Municipality made in accordance with Section 18 of this policy;

"Services" means intangible products that do not have a physical presence and includes Professional Services. No transfer of possession or ownership takes place when services are sold, and they: (1) cannot be stored or transported; (2) are instantly perishable; and (3) come into existence at the time they are bought and consumed;

"Single Source" means the non-competitive procurement process to acquire goods and/or services from a specific supplier even though there may be more than one Supplier capable of delivery of the same goods and/or services;

"Sole Source" means there is only one source of the goods and/or services that meets the requirements of the Municipality;

"Special Circumstance" means:

(i) an event that is exceptional or could not be foreseen and is likely to pose a threat to the health, safety or welfare of the public;
(ii) an event that, unless immediately addressed, is likely to cause significant loss or damage to property;

(iii) an event that has disrupted any essential service that needs to be re-established without delay; or

an emergency as defined in the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.8, as amended, or any successor legislation thereto;

“Supplier” means any individual or organization offering goods and/or services including but not limited to contractors, consultants, vendors and service organizations;

“Tender” means a written detailed offer from a supplier to supply goods and/or services to the Municipality;

“Treasurer” means the Treasurer of the Corporation of the Municipality of Morris-Turnberry.

(b) Appendices “A – F” attached hereto form part of this Policy.

3. GOODS AND SERVICES EXEMPT FROM THE PROCUREMENT POLICY

(a) The purchasing methods described in this policy do not apply to the goods and services outlined in Appendix “A”.

(b) Funding for these goods and services must be included in the approved annual budget.

4. PROCEDURE FOR ENGAGING CONSULTANTS, ENGINEERS, ARCHITECTS, TRAINERS AND SIMILAR TYPES OF PROFESSIONAL SERVICES

The purchasing methods described in this policy do not apply to the selection of consultants, engineers, architects, lawyers, trainers and similar types of professional services.

(a) Funding for these goods and services must be included in the approved annual budget.

(b) The following criteria will be used in the selection of the above:

   (i) Competence and experience on similar projects;
(ii) Previous experience and satisfactory performance in carrying out similar and related work in the Municipality including the ability to complete the work within the required time frame and project budget

(iii) Fees for service will be competitive and reasonable

5. APPLICATION

(a) The policies and procedures outlined in this Policy, including all of the purposes, goals and objectives of Section 1 hereof, shall be followed for the purchase of all goods and/or services by the Municipality or any of its officers, agents, employees, Boards and committees of council;

(b) No purchase or contract shall be divided in order to avoid any provisions of this policy;

(c) In determining the lowest responsible bidder, the Department Head shall consider the following in addition to price:

(i) the ability, capacity and skill of the bidder to provide the quality of goods or services required;
(ii) the ability of the bidder to fulfill the contract or provide the service promptly at the specified time;
(iii) the character, reputation integrity, experience and efficiency of the bidder;
(iv) the quality and performance of previous contracts, goods or services undertaken by the bidder;
(v) the sufficiency of the bidder’s financial resources with respect to fulfilling the contract or providing the goods and services,
(vi) the quality, availability and adaptability of the goods or services for the use required;
(vii) the ability of the bidder to provide future maintenance and service; and
(viii) the number and scope of conditions attached to the bid.

(d) Prior to commencement of work and where deemed appropriate, evidence of insurance coverage satisfactory to the Treasurer, must be obtained, ensuring indemnification of the Municipality of Morris-Turnberry from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier’s obligations under a contract. A certificate of insurance must be submitted to the Treasurer for approval, prior to commencement of any service or work.
(e) WSIB Certificates of Clearance where deemed appropriate, must be submitted to the Treasurer at the commencement of a project and periodically as required. Prior to final payment to a supplier, a WSIB Certificate of Clearance shall be obtained ensuring all premiums or levies have been paid to the Board to date. Exemptions are subject to Schedule ‘A’

6. ACCESSIBILITY REQUIREMENTS

Contracts for the acquisition of goods and services shall include the following elements:

(a) that the Supplier shall comply with the accessibility standards under the Accessibility for Ontarians With Disabilities Act, 2005 (AODA);

(b) that the Supplier shall ensure that its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the Act; and

(c) that the Supplier shall maintain records of the training, including dates when training was provided, the number of employees who received training and individual training records. Where requested by the Municipality, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the Municipality.

* Morris-Turnberry forms to be signed by the contractor prior to the commencement of work.

7. RESPONSIBILITIES AND AUTHORITIES

(a) The Treasurer shall have all the necessary authority to administer this policy and to carry out the related duties on behalf of the Municipality.

(b) Department Heads are responsible for and shall have the authority to:

(i) acquire goods and/or services within the approved annual budget for such Department provided that the requirements of this policy have been met;

(ii) ensure any amendments to the budget shall be presented in a report to Council for a resolution to approve such
budget amendments. The staff report shall contain the purpose of the expenditure, cost estimate or expenditure limitation and how the expenditure will be funded;

(iii) ensure open, fair and impartial purchasing processes for goods and/or services;

(iv) ensure compliance with this policy and advise the Treasurer when there has been non-compliance. The Treasurer shall take appropriate action to address and correct any non-compliance;

(v) identify accessibility requirements which should be part of the procurement process;

(vi) consider and have regard to accessibility issues as they may reasonably pertain to such acquisitions of goods and services and comply with the requirements of the municipality’s accessibility obligations;

(vii) promote the standardization of good and/or services, where such standardization demonstrates and supports the purposes, goals and objectives of this policy;

(viii) ensure that all contract terms and conditions comply with the Bid Solicitation;

(ix) prepare and approve all specifications and terms of reference;

(x) manage contracts to ensure goods and/or services are received by the Municipality and comply with contract terms and conditions; and

(xi) monitor all contract expenditures and ensure that all financial limitations have been complied with and that all accounts are paid within the times set out in the contract.

(c) Designate – The Department Head may appoint one or more persons within the department to act on their behalf, for the purposes of this policy.

(d) Signing Authorities – The signatures of the Department Head and CAO or Mayor and Clerk where required by by-law are necessary on all agreements to procure.

(e) The Treasurer, between the last regular Council meeting in any year and the adoption of estimates for the next year, shall have the authority to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. This shall include the payment of accounts or previously approved capital items and projects.

(f) Payments – All invoices and accounts from suppliers shall be approved prior to payment. Approval signed by the Department Head or designate, denotes clerical accuracy, budget approval and
indication that the Goods and Services were received in good order, and must be provided to the Finance Department for payment. In addition, this approval shall include the correct account coding.

(g) After the adoption of budgets, the Treasurer is authorized to pay the invoices and accounts approved by the appropriate Department Head and to pay contract accounts upon receipt of evidence of value received.

8. REQUIREMENT FOR APPROVED FUNDS

(a) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within the budget.

(b) Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to the following:

(i) the identification and availability of sufficient funds in appropriate accounts for the current year within the Budget;
(ii) the goods and/or services will continue to be required in subsequent years and, in the opinion of the Department Head, or designate, the required funding can reasonably be expected to be made available; and
(iii) the contract includes a provision that the supply of goods and/or services in subsequent years is subject to the approval by Council of the Budget estimates to meet the proposed expenditures.
(iv) The terms for renewal are clearly defined within the contract document.

9. TRADE AGREEMENTS

(a) Purchasing by the Municipality may be subject to the provisions of Trade Agreements.

(b) Where an applicable trade agreement supersedes and is in conflict with this Policy, the Trade Agreement shall take precedence.

(c) The Department Head and/or Treasurer shall advise the appropriate Department Representative when a purchase may not conform to an applicable trade agreement as early as possible in the Bid Solicitation process.

(d) The Municipality shall publish annually on website.
10. DRINKING WATER QUALITY MANAGEMENT STANDARD

(a) Suppliers of materials and services associated with the municipal drinking water system, shall comply with the Ontario Drinking Water Quality Standard (DWQMS) and the Municipality’s DWQMS Operational Plan. The quality of supplies and services shall be confirmed through documentation of applicable accreditation, licenses and certifications.

(b) Suppliers, where applicable, shall meet AWWA, ANSI, NSF, CSA or any other applicable industry standards. Supplies shall be verified against the order requisition when received. Suppliers of process chemicals shall be required to verify the quality of each product through documented certification of chemical analysis.

(c) Suppliers of “essential” supplies and services shall provide after-hours contact information which will be included in the Municipality’s Water Distribution System Contingency Plan. This information shall be updated by Suppliers when contact information changes or at least annually.

11. ADVERTISING AND BID SOLICITATIONS

Bids shall be advertised on the Municipality’s website and where in the opinion of the Treasurer and Department Head are most effective or where necessary to comply with all existing statutory regulations and in accordance with the Municipality’s Notice Bylaw.

- The Municipal website is the official location for bid process documentation.
- Other electronic tendering service websites may be used where applicable for RFPs and RFTs and RFQs.
- At a minimum, all bidding opportunities of $100,000.00 or greater for goods, services or construction are required to be advertised on the Municipality’s website for a minimum of 10 days.
- For goods and services with a value greater than $365,700.00 and construction with a value of $9,100,000.00 or greater will be advertised as follows:
40 calendar days, which can be reduced by the following:
- by 5 days if the bids are posted electronically
- by 5 days if bids are received electronically
- by 5 days if the tender document is posted at the same time as the procurement notice

Departments are encouraged to publish on the Municipality's website as early as possible in each fiscal year, a notice regarding the future procurement plans for the upcoming budget year along with the notice of planned procurement and the planned date of the publication of the RFP or RFT or RFQ.

A Publication of Award shall be published on the Municipality's website no later than 72 days after the award of a contract for goods and services with a value of $100,000.00 or greater and construction of $250,000.00 or greater, which will be published in the Council Minutes.

12. METHODS OF PURCHASING

(a) Any person purchasing goods and/or services on behalf of the Municipality shall do so using one of the following methods of purchasing set out in Sections 14 to 25 ("Methods of Purchasing"). The methods may be utilized individually or in combination with one another, as may be appropriate in the circumstances.

(b) Any person purchasing goods and/or services on behalf of the Municipality is exempt from using one of the following methods of purchasing set out in Sections 14 to 25 ("Methods of Purchasing") if the purchase is with a Vendor of Record ("VOR") of the Ontario Government, through the Ministry of Government and Consumer Services which are accessible to public sector entities in Ontario. Through the VOR program, the Ontario Government has undertaken the competitive process on behalf of public sector entities. VOR purchases shall still be subject to the responsibilities for the purchasing of goods and/or services and oversight up to the value of their prescribed authority and any contracts necessary to complete the purchase of goods and/or services shall be signed by the appropriate Document Execution Authority as set out in Appendix "D", up to the prescribed limits.
13. REQUEST FOR EXPRESSIONS OF INTEREST

Department Heads may conduct a Request for Expression of Interest (RFEOI) for the purpose of determining the availability of Suppliers and for the purpose of compiling a list of Suppliers and may be used as a specific pre-condition of any method of Purchasing utilized by the Municipality. The receipt of an expression of interest by the Municipality does not create any obligation between the potential Supplier and the Municipality.

14. PETTY CASH – Purchases of $100 or Less

(a) A petty cash fund may be maintained by appropriate departments for the purchase of goods and/or services having a value of $100 or less
(b) Petty cash should only be used when it is not feasible to use the credit card
(c) All petty cash disbursements slips will accompany the Cheque Requisition form to replenish the fund.

15. DIRECT PURCHASE – PURCHASES OF $101 - $5000.

(a) Department Representatives are authorized to procure goods and/or services up to a total value of $5000, excluding taxes. All purchases must be approved by the Department Head. Only purchases that can be demonstrated to have been made at Fair Market Value shall be made. Department Representatives may procure goods and/or services through the following means:
   (i) direct invoice from the supplier approved and signed by the Department Head;
   (ii) credit card with the approval of the Department Head;

(b) Two informal quotes in writing should be obtained whenever possible.

16. INFORMAL QUOTATION – PURCHASES OF $5001 AND NOT EXCEEDING $20,000

(a) Department Representatives are authorized to procure goods and/or services up to a total value of $20,000, excluding taxes. All purchases must be approved by the Department Head.
(b) Competitive process must be used
17. REQUEST FOR QUOTATION – FOR PURCHASES GREATER THAN $20,001 and NOT EXCEEDING $30,000 excluding taxes)

1. For purchases with a total value greater than $20,001 and not exceeding $30,000, excluding taxes, a Request for Quotation method shall be utilized. At least three (3) written Quotations shall be solicited, analyzed and the results tabulated by the Department Head and/or designate. All suppliers shall receive the same informal quotation written information. Quotations received shall be evaluated on price and the criteria outlined in the quotation request to determine the preferred Supplier.

2. Requires receipt of sealed bids and specified date and time for bid closing.

3. The Purchase Requisition form - Appendix "E" shall be prepared for signature and approval by the Department Head, Treasurer and CAO prior to the purchase. If three (3) written quotations have not been received, reasons will be explained on this form.

4. Where the purchase is related to providing services, WSIB Coverage must be verified prior to the commencement.

5. Any contracts necessary to complete the purchase of goods and/or services shall be signed by the appropriate Document Execution Authority as set out in Appendix "D", up to the prescribed limits.

18. REQUEST FOR TENDER (RFT) - WRITTEN

(PURCHASES GREATER THAN $30,001 excluding taxes)

(a) For purchases with a total value greater than $30,001, excluding taxes, a Request for Tender shall be issued, provided that all of the following conditions apply:

(i) two (2) or more sources are considered capable of supplying the goods and/or services;
(ii) the goods and/or services are adequately defined to permit the evaluation of tenders against clearly defined criteria;
(iii) it is intended that the lowest compliant bid will be accepted.

(b) The Department Head shall create the relevant information such as specifications, provisions, plans and supplemental general conditions for the purchase.

(c) RFT's require suppliers to submit a Bid in firmly sealed separate envelopes which shall contain technical, financial and other information as prescribed in the Bid Solicitation at a specified date and time for bid closing.

(d) Council Approval required as per Appendix "D".

(e) All RFT's shall be conducted in accordance with Section 22.

(f) All RFT's shall be advertised in accordance with Section 11.

(g) Any Bid irregularities shall be dealt with in accordance with Appendix "B".

(h) The Bid Approval Report shall be prepared in accordance with Section 30.

(i) All purchases shall be authorized in accordance with the Purchasing Authorities set out in Appendix "D" and all contracts shall be signed in accordance with the Document Execution Authorities set out in Appendix "D".

(j) Where the Council of the Municipality deems it appropriate for local participation, the invitation process will be used.

19. REQUEST FOR PROPOSAL (RFP) - WRITTEN

(PURCHASES GREATER THAN $30,001 excluding taxes)

(a) A Request for Proposal (RFP) shall be issued where the Method of Purchasing meets one or more of the following criteria:

(i) the purchase is required as a result of a particular problem, requirement or objective;
(ii) the selection of the supplier depends more upon the effectiveness of the proposed solution, rather than the price alone;
(iii) the precise goods and/or services, or the specifications therefore, are not known or are not definable and it is expected that suppliers will further define them.

(b) The Department Head shall provide the relevant information such as specifications, provisions, plans and supplemental general conditions for the purchase.

(c) Council approval required as per Appendix "D".

(d) RFP’s require suppliers to submit a Bid in firmly sealed separate envelopes which shall contain technical, financial and other information as prescribed in the Bid Solicitation at a specified date and time for bid closing.

(e) All RFP’s will be evaluated based on the evaluation criteria outlined in the Bid Solicitation by Department Heads and CAO where applicable.

(f) RFP’s may be issued by invitation, where in the opinion of the CAO there is an economical advantage to do so or advertised in accordance with Section 11 of this policy.

(g) Any Bid irregularities shall be dealt with in accordance with Appendix "B".

(h) The Bid Approval Report shall be prepared in accordance with Section 30.

(i) All Purchases shall be authorized in accordance with the Purchasing Authorities set out in Appendix “D” and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Appendix “D”.

20. SINGLE SOURCE PURCHASES

Single Source procurement may be conducted if the goods and/or services are available from more than one source, however there are valid and sufficient reasons for selecting one supplier in particular.

(a) Bid solicitations are not required for Single Source Purchases, provided any of the following conditions apply:
(i) only one known supplier who can meet the technical specifications or has the required expertise/experience to provide the goods and/or service;

(ii) same or existing equipment is in use and will utilize same spare parts inventory OR continuation of previous service;

(iii) to provide flexibility with existing or like equipment, material and/or supplies;

(iv) due to tight market conditions, only one supplier can provide the goods and/or service by the required on-site date;

(v) an unforeseeable situation of urgency exists and the goods and/or services cannot be obtained in time by means of open procurement procedures;

(vi) the Municipality has a rental contract with a purchase option and such purchase option is beneficial to the Municipality;

(vii) there are no bids in response to a Bid Solicitation;

(viii) it is advantageous to the Municipality to acquire the goods and/or services from a supplier pursuant to the procurement process conducted by another public body;

(b) The Sole-Single Source Justification Form shall be completed in its entirety and authorized by the CAO and Council prior to this method of procurement being used.

(c) The Bid Approval Report shall be prepared in accordance with Section 30.

(d) All Purchases shall be authorized in accordance with the Purchasing Authorities set out in Appendix “D” and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Appendix “D”.

21. **SOLE SOURCE PURCHASES**

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

(a) Statutory or market based monopoly;

(b) Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or

(c) The complete item, service, or system is unique to one supplier and no alternative or substitute exists;
(i) The Sole-Single Source Justification Form shall be completed in its entirety and authorized by the CAO and Council prior to this method of procurement being used.

(ii) The Bid Approval Report shall be prepared in accordance with Section 30.

(iii) All Purchases shall be authorized in accordance with the Purchasing Authorities set out in Appendix "D" and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Appendix "D".

22. SPECIAL CIRCUMSTANCE PURCHASES

(a) Purchases that are required to respond to Special Circumstances as defined in Section 2 of this policy, shall be authorized in accordance with Appendix "D". All such purchases are exempt from the processes outlined under the Methods of Purchasing, but such processes may be followed where practical to do so, and in all instances must be reported to and approved by the CAO.

(b) Contracts required to effect Special Circumstance purchases shall be signed in accordance with the Document Execution Authorities set out in Appendix "D".

(c) Purchases up to $50,000.00 under Special Circumstances shall be reported to Council identifying the event or emergency which resulted in the purchase and the proposed source of funding. Purchases over $50,000.00 shall require Council approval.

23. PURCHASE OF USED FLEET/EQUIPMENT

Department Heads may purchase used fleet/equipment that is sold by other municipalities by private sale or public auction, sold through a vendor licensed to sell used equipment, sold by sealed bid or by negotiation provided that:

(a) The equipment meets or exceeds the department equipment requirements, and the purchase is part of the approved annual budget;

(b) It is documented that it is fiscally responsible to purchase a used piece of equipment rather than purchase new;

(c) If the total expenditure per piece of equipment exceeds $25,000, a report will be forwarded to Council detailing the purchase information.
24. **SPECIFICATIONS**

The Department Head, whose budget provides for the subject Procurement, shall be responsible for the preparation of the specifications for a quotation or tender. These specifications may require the assistance of professional and/or Consulting Service Providers in order to satisfy legal and liability issues.

Specifications should be detailed, may be brand specific, but shall leave room for potential suppliers to provide alternatives in the event an equal or better-proven product or method is available and shall not deter a competitive process. In such cases where the specifications will result in a Single Source Procurement, it shall be at the discretion of CAO to require the Department Head to bring forward a report for Council approval.

Suppliers or potential suppliers should not be requested to expend time, money, or effort to design or develop specifications or otherwise help define a requirement beyond the normal level of service expected.

In the event that such services for the preparation of specifications be required:

(a) the contracted supplier will be considered as a consultant and therefore be unable to make an offer for the supply of the goods and services, unless approved by the Department Head and CAO;

(b) a fee shall be paid; and

(c) detailed specifications shall be approved by the Department Head of the initiating department and shall become the property of the Municipality for use in obtaining competitive bids.

25. **NEGOTIATION**

(a) Notwithstanding that Negotiation may be a component of another procurement process; negotiation may be used for Purchases of Goods and/or services when any of the following criteria apply:

(i) a Sole Source is being recommended;

(ii) two (2) or more identical Bids are received;

(iii) the lowest compliant bid received meeting all mandatory specifications exceeds the Budget amount;

(iv) the extension of an existing Contract would be more effective;
(v) only one (1) Bid is received in response to a Bid Solicitation;
(vi) there is Council authorization to do so.

(b) The Bid Approval Report shall be prepared in accordance with Section 30.

(c) All purchases shall be authorized in accordance with the Purchasing Authorities set out in Appendix “D” and all contracts shall be signed in accordance with the Document Execution Authorities set out in Appendix “D”.

26. FORMAL BID PROCESS

(a) All Bids (with the exception of submissions in response to Direct Purchase and Informal Quotations) shall be received by the Department Head, in accordance with the instructions in the Bid Solicitation, and opened in public at the time and place stated in the Bid Solicitation.

(b) Bids received shall be opened in the presence of the Department Head or designate and the Treasurer or designate. The Suppliers named and the Bid amount(s) shall be read aloud and recorded unless the contents of a Bid envelope require validation in which case, the Bid will be reserved. If the reserved Bid is determined to be valid, a continuation of the Bid opening will be scheduled and the results of the Bid opening will be posted.

(c) When only one (1) bid is received, only the Supplier’s name shall be read aloud. The Bid amount shall not be read aloud. Bid Irregularities shall be administered in accordance with Appendix “B”.

27. CO-OPERATIVE PURCHASING

Each Department Head is authorized to participate with other local governments, or their agencies, on co-operative purchasing ventures or joint contracts, on the basis of the most acceptable overall tender, in keeping with the provisions of this policy.

The Department Head may enter into arrangements with other local government bodies or their agencies on a co-operative or joint basis for purchases of goods and/or services where there are economic or other advantages in so doing and such purchases comply with this Policy.
28. FINANCE LEASING

General policies governing purchase of the goods and services shall also apply to lease and rental agreements.

Following the completion of the Request for Tender process, the respective Department Head shall follow the steps as defined in the Lease Financing Policy, attached to this policy as Appendix “C”.

29. LOCAL PREFERENCES

In accordance with the Discriminatory Business Practice Act, R.S.O 1990, Chapter D. 12, there will be no local preferences for purchases. All else being equal including price, preference will be given to purchase goods and/or services firstly from Morris-Turnberry based businesses, secondly from Huron County, thirdly for those in the province of Ontario and further from those located in Canada.

30. REPORTING PROCEDURES

Prior to any Award for Purchases greater than $30,000 excluding taxes, a Bid Approval Report shall be prepared by the Department Head, signed and authorized in accordance with the Purchasing Authorities set out in Appendix “D”.

31. PRESCRIBED COUNCIL APPROVAL

(a) Notwithstanding any other provision of this Policy, the following Awards require Council approval:

(i) the recommended Award exceeds the amount budgeted for the purchase;
(ii) the Authority to Award has not been expressly delegated to staff of the Municipality
(iii) the recommended Award is not the Lowest Compliant Bid.

(b) Council may, by resolution, waive the provisions of this policy if it is in the best interest of the Corporation to do so.

32. FINANCIAL SECURITIES AND INSURANCE

(a) The CAO or Department Head may require that a bid be accompanied by a Bid Deposit or other similar security to guarantee that the successful supplier enters into a contract with the Municipality.
(b) In addition to the security referred to in Section 32(a), the successful supplier may also be required to provide:

(i) up to a 100% Performance Bond to guarantee the performance of the Contract; and/or
(ii) up to a 100% Labour and Materials Payment Bond to guarantee the payment for labour and materials to be supplied in connection with a Contract; and/or
(iii) an irrevocable letter of credit or such further security as may be deemed appropriate in the circumstances

(c) Prior to the commencement of work, the supplier shall provide to the Municipality, proof of insurance in accordance with the Bid Solicitation.

(d) Failure to comply with all terms and conditions of a Bid Solicitation, including failure to provide proof of insurance as required, shall be just cause for cancellation of the award, and loss of bid securities.

(e) Prior to the Municipality issuing payment to a supplier, the supplier shall provide a Certificate of Clearance from the Workplace Safety and Insurance Board, if applicable, confirming all premiums or levies have been paid to the Board to date.

33. BID IRREGULARITIES

The process for administering irregularities contained in Bids pertaining to all Bid Solicitations shall be executed in accordance with Appendix “B”.

34. FORM OF CONTRACT

(a) An award may require a formal written agreement.

(b) An email award may be used when the resulting Contract is straightforward and will refer to the Municipality’s standard terms and conditions outlined in the Bid Solicitation.
(c) A formal written agreement satisfactory to the CAO shall be used when the resulting Contract is complex. The Mayor and Clerk will execute the necessary documentation as per Appendix "D".

(d) It shall be the responsibility of the Department Head in consultation with the CAO to determine if it is in the best interest of the Municipality to establish a formal written agreement with the Supplier.

35. DOCUMENT EXECUTION AUTHORITY

Employees or officers of the Municipality identified in Appendix "D" (Document Execution Authority) shall have the authority to execute Contracts and all other documents necessary to affect the Award of purchase of goods and/or services, up to the prescribed limits, provided that the documents have been prepared in a form satisfactory to the CAO and that the award or purchase complies with this policy.

36. DISPUTE RESOLUTION

(a) The Municipality encourages competitive bidding and an open, accountable and transparent process for the purchase of goods and/or services.

(b) To maintain the integrity of the Bid Solicitation process, suppliers who believe they have been treated unfairly in a Bid Solicitation process may submit a substantive objection to the CAO providing sufficient detail regarding their complaint within:

   (i) three (3) days from the conclusion of the Bid opening process for Request for Quotations or Request for Tenders; or
   (ii) three (3) days from the Supplier being notified of the results of a Request for Proposals.

(c) The CAO will arrange a debriefing with the supplier to explain the Bid Solicitation process that led to the selection of the successful supplier.

(d) The CAO will investigate the complaint and will make a recommendation to Council.
(e) Should a supplier continue to have concerns respecting the award and the decision, the supplier may then request, in writing to the CAO, a mediator, to assist in resolving any outstanding issues between the supplier and the Municipality.

(f) The recommended mediator will be approved by both the supplier and the Municipality.

(g) The mediator shall make their best efforts to assist the parties to reach a mutually acceptable solution.

(h) Costs for the mediator shall be equally shared by the supplier and the Municipality.

(i) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

37. LOBBYING RESTRICTIONS

(a) Suppliers, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the Bid Solicitation process or subsequent award. This restriction extends to all of the Municipality's staff and anyone involved in preparing a Bid Solicitation or participating in a bid evaluation process, and members of Council.

(b) The Municipality may reject any bid by a supplier that engages in such lobbying, without further consideration, and may terminate that supplier's right to continue in the Bid Solicitation process.

(c) During a Bid Solicitation process, all communications shall be made through the individual identified on the RFP, RFQ or RFT as the main contact for that particular purchase. No supplier or person acting on behalf of a supplier or group of suppliers, shall contact any elected official, consultant or any employee of the Municipality to attempt to seek information or to influence the award.

(d) Elected officials shall refer any inquiries about a Bid Solicitation process to the CAO.
38. ACCESS TO INFORMATION

(a) The disclosure of information received relevant to Bid Solicitations or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

(b) All suppliers who contract with the Municipality shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act 2004, S.O. 2004, c.3, Sched. A, or other relevant Ontario or Federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Municipality as it relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Municipality, and all records thereof which they come into contact with in the course of performing services or providing goods to the Municipality.

39. COMPLIANCE

(a) All persons involved in the purchase of goods and/or services provided for in this policy, shall act in a manner consistent with the requirements and objectives of this policy.

(b) Purchases may not be divided into two (2) or more parts to avoid the requirements of this policy.

(c) Any goods and/or services that are obtained in contravention of this policy will be subject to investigation by the Municipality, following which the Municipality will take the necessary corrective action.

(d) Any employee of the Municipality who knowingly contravenes this policy is committing a serious act of misconduct and may be held personally liable for the full value of the purchase as well as disciplinary action up to and including termination.
40. ENVIRONMENTALLY SOUND ACQUISITIONS

Department Heads will endeavour to include specifications in Bid Solicitations that provide for energy efficient products, reusable products and products that minimize environmental impacts without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are competitively priced.

41. CONFLICT OF INTEREST

(a) Personal purchases shall not be made for any elected or appointed officials, members of a board or committee, or for any municipal employee or their families.

(b) Every elected official, appointed officer, employee of the Municipality or a member of their family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order, contract is, or might be awarded, any rebate, gift or money, except:

(i) gifts of a very small intrinsic value; or
(ii) moderate hospitality during the normal course of business that would not significantly exceed what the Municipality, through the employee’s expenses account, would likely provide in return and would not be perceived by others as influencing the making of a business decision.

(c) All elected officials, officers or employees of the Municipality shall declare any Conflicts of Interest to the CAO and shall have no involvement in a Bid Solicitation process where a real or perceived Conflict of Interest has been found or deemed to exist, including, but not limited to:

(i) requesting the goods and/or services, setting the parameters of the purchase, evaluating bids or recommending, deciding or making awards;
(ii) direct contact with those making the purchasing decisions and the user department.

(d) No person shall provide consulting services or professional services to both the Municipality and a private firm on the same or related project.
(e) A contract for goods and/or services placed with a relative of the Municipality shall be declared and that employee shall not be placed in a position to supervise or approve the execution of that contract.

42. SEVERABILITY

If any section or sections of this policy or parts thereof are found by an adjudicator or court of competent jurisdiction to be invalid or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of the policy shall be deemed to be separate and independent there from and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

43. POLICY REVIEW

The Treasurer shall review the effectiveness of this policy at least every five (5) years and report to Council as necessary.

44. ENQUIRIES

CAO/ Administrator
Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310,
BRUSSELS, ON N0G 1H0
Telephone: 519-887-6137 Ext. 21
nmichie@morristurnberry.ca
Goods and Services exempt from provisions of the Procurement Policy. These purchases shall be made in accordance with Section 3 of this policy.

Training and Education
(a) Conferences, conventions, courses and seminars
(b) Memberships
(c) Magazines, subscriptions, books, periodicals
(d) Staff development

Reimbursable Expenses
(a) Meal allowances
(b) Travel and Hotel Accommodations
(c) Mileage
(d) Parking expenses
(e) Miscellaneous – non-travel expenses

General Expenses
(a) Payroll deduction remittances
(b) Payment for employment
(c) Medical
(d) Licenses (vehicles, elevators, radios, etc.)
(e) Debenture and loan payments
(f) Insurance Premiums
(g) Grants/donations to agencies
(h) Petty cash replenishment
(i) Damage claims
(j) Legal and insurance settlements
(k) Legal fees and other professional services related to a legal matter
(l) Tax remittances
(m) Postage
(n) Fuel
(o) Rental, lease or purchase of land
(p) Borrowing and investing of money

Utilities
(a) Water and sewer charges  Eg. Veolia Water
(b) Hydro charges
(c) Internet connectivity charges
(d) Cable television charges
Natural or propane gas
Telephone/communication
Municipal Drain Maintenance

Professional and Special Services
(a) Committee fees
(b) Advertising
(c) Honorariums
(d) Ongoing maintenance & software licensing agreements for equipment such as computer hardware and software, telecommunications equipment and elevators, as required.
(e) Payments that are subject to Cost Sharing Agreements
(f) Goods and/or services authorized under an agreement

All purchases of goods and/or services specifically authorized by resolution which waives the purchasing policy.
# APPENDIX “B” to Procurement Policy

## ACTIONS FOR IRREGULARITIES CONTAINED IN BIDS

<table>
<thead>
<tr>
<th>IRREGULARITY</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td>1 Late bids</td>
<td>Automatic rejection. Return unopened to the bidder after date stamping, initial and witnessed.</td>
</tr>
<tr>
<td>2 Unsealed Envelopes</td>
<td>At the discretion of the Department Head</td>
</tr>
<tr>
<td>3 Failure to attend mandatory site visit (if required)</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>4 Any Company, or principal of a Company, who has an outstanding claim or commenced legal action against the Municipality.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td><strong>Bid Document – Execution</strong></td>
<td></td>
</tr>
<tr>
<td>5 Bids completed in erasable medium</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>6 Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>7 Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.</td>
<td>Two (2) working days* to obtain original signature, otherwise automatic rejection.</td>
</tr>
<tr>
<td>8 Form of Proposal missing or incomplete.</td>
<td>Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection.</td>
</tr>
<tr>
<td>9 Form of Quotation or Tender missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>10 Signature of witness, if required, missing or incomplete.</td>
<td>Two (2) working days* to correct, otherwise automatic rejection.</td>
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</tr>
<tr>
<td>11</td>
<td>Date of Bid missing or incomplete</td>
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<tr>
<td>12</td>
<td>No Bid deposit, uncertified cheque, or financial security not an original (eg a photocopy or facsimile of a financial security)</td>
</tr>
<tr>
<td>13</td>
<td>Amount of financial security is insufficient</td>
</tr>
<tr>
<td>14</td>
<td>Amount of security is expressed as a percentage of the total bid sum.</td>
</tr>
<tr>
<td>15</td>
<td>Amount of security is expressed only as a dollar figure.</td>
</tr>
<tr>
<td>16</td>
<td>Name of signature of Supplier is missing or incomplete</td>
</tr>
<tr>
<td>17</td>
<td>Seal of Supplier is missing or incomplete.</td>
</tr>
<tr>
<td>18</td>
<td>Name, signature, or seal of bonding company is missing or incomplete.</td>
</tr>
<tr>
<td>19</td>
<td>Failure to provide a letter of agreement to bond (if required).</td>
</tr>
<tr>
<td>20</td>
<td>Incomplete illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).</td>
</tr>
<tr>
<td>21</td>
<td>Document, in which all necessary Addenda have not been acknowledged.</td>
</tr>
<tr>
<td>22</td>
<td>Bid received on documents other than those provided in the Bid Solicitation.</td>
</tr>
<tr>
<td>23</td>
<td>Failure to insert the bidder’s business name in the space provided in the Bid Solicitation form.</td>
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</tr>
<tr>
<td>24</td>
<td>Mathematical errors</td>
</tr>
<tr>
<td>25</td>
<td>Qualified Bids (Bids qualified or restricted by an attached statement).</td>
</tr>
<tr>
<td>26</td>
<td>Bids containing minor obvious clerical errors.</td>
</tr>
<tr>
<td>27</td>
<td>Any other irregularities.</td>
</tr>
<tr>
<td>28</td>
<td>Alternate items bid in whole or in part.</td>
</tr>
</tbody>
</table>

*Where “working day” is specified, this is from the hour the Bidder is notified by Corporation staff of the irregularity.
"APPENDIX C" TO PROCUREMENT POLICY
Lease Financing Policy

Introduction
In certain circumstances, it may be economically advisable for the Municipality to enter into a financing lease to acquire the rights to use capital property and equipment rather than an outright purchase. This policy establishes the procedures regarding the evaluation of potential financing lease agreements and the requirements for reporting the results of those procedures to Municipal Council as required under the Municipal Act, 2001, as amended, and Ontario Regulation 653/05, as amended.

Statement of Policy and Goals
In accordance with the Municipality’s procurement policy, a procurement decision must always ensure that the prices paid for goods and services make optimum use of Municipality resources. When staff considers the option of a financing lease agreement, their evaluation of the option must ensure that this goal is achieved.

Adherence to the policies and procedures herein will result in a report presented to Municipal Council which clearly gives an opinion as follows;
   a) Whether or not the costs of the financing lease agreement are lower than other methods of financing available to the Municipality and
   b) Whether the risks associated with the financing lease are reasonable.

Definitions
Financing lease means a lease allowing for the provision of municipal capital facilities if the lease may or will require payment by the municipality beyond the term for which the municipal council was elected. Financing leases include both material leases and non-material leases.

Material lease means a financing lease which would result in a material impact for the municipality, which is hereinafter defined as an individual financing lease with annual payments in excess of $10,000.

Non-material lease means a financing lease which would not result in a material impact or a combined impact for the municipality.

Material impact means costs or risks that significantly affect, or would reasonably be expected to have a significant effect on, the debt and financial obligation limit prescribed under regulations.
**Combined material impact** means the costs or risks of a proposed non-material lease which, when combined with all other non-material leases entered into or proposed to be entered into in a particular year by the municipality, would result in a material impact.

**Municipal Capital facilities** include land, works, equipment, machinery and related systems and infrastructures.

**Payment Schedule**
A financing lease agreement must include a schedule of all fixed amount of payment, if any, required under the lease and that may be required under any possible extensions or renewals of the lease.

**Treasurer’s Report**
Before entering into a material lease, the Treasurer shall prepare a report to Council with recommendations, assessing, in the opinion of the Treasurer, the costs and financial and other risks associated with the proposed financing lease, including:

(a) A comparison between the fixed and estimated costs and the risks associated with the proposed lease and those associated with other methods of financing,

(b) A statement summarizing, as may be applicable, the effective rate or rates of financing for the lease, the ability for the lease payment amounts to vary, and the methods or calculations, including possible financing rate changes, that may be used to establish that variance under the lease,

(c) A statement summarizing any contingent payment obligations under the lease that in the opinion of the Treasurer would result in a material impact for the municipality, including lease termination provisions, equipment loss, equipment replacement options and guarantees and indemnities,

(d) A summary of the assumptions applicable to any possible variations in the lease payment and contingent payment obligations, and

(e) Any other matters the Treasurer or Council considers advisable including whether the scope of the financing lease warrants obtaining independent financial advice.

**Legal Advice**
The report may include legal advice on the provisions of the proposed financing lease agreement.
Change in Circumstances
At any time after a report regarding a potential financing lease agreement has been made, but before the agreement is entered into, if the Treasurer becomes of the opinion that a changed circumstance with respect to the proposed lease may result in a material impact for the municipality, the Treasurer shall as soon as is reasonably possible update the report and present the updated report to Council.

Annual Reporting
In accordance with Ontario Regulation 266/02, as amended, the Treasurer shall prepare an annual report and present to Council if the municipality has any financing leases subsisting in the fiscal year.

Exemptions – Non-material leases
A financing lease may be entered into without complying with this policy if the financing lease is deemed by the Treasurer not to materially impact the Municipality’s debt and financial obligation repayment limit. The definition of material impact to be considered by the Treasurer in making this determination is included in the definitions section of this policy.
## APPENDIX D to Procurement Policy

<table>
<thead>
<tr>
<th>Purchasing Method</th>
<th>Value</th>
<th>Purchasing Authority</th>
<th>Dept. Head Approval</th>
<th>Treasurer Approval</th>
<th>CAO Approval</th>
<th>Council Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petty Cash</td>
<td>Up to $100</td>
<td>Department Representative</td>
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<tr>
<td>Informal Quotation</td>
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<td>Department Representative</td>
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<tr>
<td>Request for Quotation</td>
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<tr>
<td>Request for Proposal</td>
<td>&gt;$30,001</td>
<td>Department Head</td>
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<tr>
<td>Request for Tender</td>
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<td>Single Source &amp; Sole Source Purchases</td>
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<td>Department Head</td>
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<td>Yes</td>
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<tr>
<td>Negotiation</td>
<td>&gt;$20,000</td>
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<td>Special Circumstances</td>
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<td>Department Head</td>
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<td>Yes</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Special Circumstances</td>
<td>&gt;$50,000</td>
<td>CAO</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Execution Authority
Municipality of Morris-Turnberry
"APPENDIX E" TO PROCUREMENT POLICY
Purchase Requisition Form for Purchases Greater than $20,001
but not Exceeding $30,000

This document must be completed and approved by the Department Head, Treasurer and CAO prior to the purchase being made and may be used as supporting documentation in the case of a competitive dispute. All supporting documentation such as the information provided to the supplier and quotes received are to be attached to this form. This form and all supporting documentation will be maintained with the invoice documentation in Finance according to retention schedules.

**Detailed Description of Goods and / or Services** (Attach document provided to supplier)

---

**Organizations Invited to Submit Quotations**
(Benefit may be gained by obtaining more than the minimum three quotations) – Include Company, Representative contact Method – attach additional pages as necessary

---

Have 3 written quotations been obtained?  Yes   No

---

**Reason(s) for not obtaining three quotation:**

---
Is quotation accepted the lowest price? Yes No

Reasons for accepting quotation which is not the lowest price:

WSIB coverage has been confirmed (for services) Yes No

I, the approving officer, declare that I have no direct or indirect interest with the individual or organization that is being approved to provide the goods and/or services.

Date: _______________ Department Head: ____________________________
Date: _______________ Treasurer: _________________________________
Date: _______________ CAO: _______________________________________
This document must be completed and approved by the appropriate document execution authority as set out in Appendix "D". A full report to Council must be completed and approved by Council prior to this method of procurement being used.

**Department and Supplier Information**

Department __________________________

Proposed Supplier: __________________________

Description of Product/Service:

________________________________________

________________________________________

**Sole/Single Source Rationale** – Check the appropriate box(es) to support the sole/single source purchase.

☐ Technical – only one known supplier who can meet the technical specifications or has the required expertise/experience to provide the goods and/or service. **Provide supporting evidence.**

☐ Standardization – Same as existing equipment and will utilize same spare parts inventory OR continuation of previous service. **Provide background on previous service or process used to set standard.** If a competitive bid process was utilized, please provide details.

☐ Interchangeability/compatibility – To provide flexibility with existing or like equipment, material and/or supplies. **Provide supporting evidence.**

☐ Market – due to tight market conditions, only one supplier can provide the goods and/or service by the required on-site date. **Provide background information.**
☐ Emergency – A critical situation has occurred. (A planning deficiency is not an acceptable reason.) **Provide background information.**

☐ Other (Be specific). (ie – application of an act or legislation or existing patents rights; rental contract with a purchase option and such purchase option is beneficial to the Municipality). **Provide detailed supporting evidence.**

Date: ___________________________ Department Head*:

*I certify that to the best of my knowledge the following reasons, explanations and documentation justify that this requisition is a sole/single source purchase.

Approval

Date: ________________ Treasurer: ____________________________

Date: ________________ CAO: ____________________________

Recommendation was approved by Council Resolution # ______________________
at a council meeting
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
By –Law No. 79-2018
“TO CONFIRM RESERVES AND ESTABLISH RESERVE FUNDS”

WHEREAS Section 290 (1) of the Municipal Act 2001, (S.O. 2001 c. 25) provides that:
“A local municipality shall prepare and adopt a budget” and Section (3) (e) states that “In preparing the budget for a year, the local municipality may provide for such reserves as the municipality considers necessary.”

AND 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 Act.”

THEREFORE, THE COUNCIL OF THE MUNICIPALITY OF MORRIS-TURNBERRY hereby establishes the following Reserve Funds:

1/ Total Reserves: that the Schedule ‘A’, as attached, is a complete listing of the Reserves for the Municipality of Morris-Turnberry, as amended in 2018;

2/ Excess Funds: that any excess or deficiency of revenue over expenditure at the year end for the year 2018, be transferred to/from the applicable accounts:
   1. Morris-Turnberry Working Reserve;
   2. Road Reserve;
   3. Street Light Reserve;
   4. Belgrave Water;
   5. Building Reserve;
   6. MT/HE Closure Reserve;
   7. Landfill Reserve;
   8. Asset Management;

3/ This by-law comes into force on the final passing thereof and supercedes all former by-laws enacted under the Authority of this Act or its predecessors.

4/ That the Mayor and Clerk are hereby empowered to sign and execute this by-law.

Read a First, Second, Third and Final Time this 20th day of November, 2018.

Mayor – Paul Gowing

Clerk – Nancy Michie
By-Law No. 80-2018

A by-law authorizing the borrowing of money to meet current expenditures of the council of the "Municipality" for Bridge Financing

A. In accordance with subsection 407(1) of the Ontario Municipal Act, S.O. 2001, c.25 (the "Act"), the Municipality considers it necessary to borrow the amount of $850,000.00 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year.

B. Pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this by-law together with the total of any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board.

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are authorized on behalf of the Municipality to borrow from time to time from Canadian Imperial Bank of Commerce ("CIBC") a sum or sums not exceeding in the aggregate $850,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.

2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.

3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.

4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that have not been repaid.

Passed this 20th day of November, 2018

Head of the Municipality
Paul Gowing, Mayor

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Witness the corporate seal

Clerk
Nancy Michie

Dated this 20th day of November, 2018.

Witness the corporate seal

Clerk
Nancy Michie
THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 81 -2018

BEING A BY-LAW TO AMEND THE CROSS BORDER AGREEMENT UNDER THE AUTHORITY OF
BY-LAW NO. 44-2018 BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
AND THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may
enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or
combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to
provide within their own boundaries.

AND WHEREAS, the Council of the Township of North Huron entered into an agreement with the Municipality of
Morris-Turnberry, to provide certain services, to owners or occupants of lands located in the Municipality of
Morris-Turnberry and serviced by the Township of North Huron, under the authority of By-law No. 44-2017;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry is agreeable to Amend Schedule ‘A’ and ‘B’ of
the Agreement and to add ‘Schedule G’ with the Township of North Huron, to have water and sewer service
supplied to the owners or occupants of land beyond the limits of the municipality in the Municipality of Morris-
Turnberry;

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

1.0 That By-law No. 44-2017 is amended by replacing Schedule ‘A’ and ‘B’ and ‘F’ with the attached hereto
Schedules ‘A’ ‘B’ and ‘F’

2.0 That By-law No. 44-2018 is hereby amended by adding the attached ‘Schedule ‘G’;

3.0 That the Mayor and Clerk be authorized to sign this by-law and the agreement as attached as
Schedule ‘A’;

4.0 This By-law shall come into full force and effect on the date of the passage, thereof;

5.0 This By-law may be cited as the “The Cross- Border Servicing Agreement By-law “.

Read a first, second, and third time and finally passed this 20th day of November, 2018.

_________________________ Mayor, Paul Gowling

_________________________ Clerk, Nancy Michie
THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON

BY-LAW NO. 99-2018

Being a by-law to amend the Cross Border Servicing Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Morris-Turnberry.

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS, the Council of the Township of North Huron entered into an Agreement with the Municipality of Morris-Turnberry, to provide certain services, to owners or occupants of lands located in the Municipality of Morris-Turnberry and serviced by the Township of North Huron;

AND WHEREAS the Council of the Township of North Huron deems it desirous to amend the said Agreement with the Municipality of Morris-Turnberry;

NOW THEREFORE, the Council of the Township of North Huron enacts as follows:

1.0 That By-law No. 41-2017 is amended by replacing Schedule ‘A’, ‘B’, and ‘F’ with the attached hereto Schedules ‘A’, ‘B’ and ‘F’;

2.0 That By-law No. 41-2017 is amended by adding the attached Schedule ‘G’;

3.0 That the Reeve and Clerk be authorized to sign this by-law;

4.0 This By-law shall come into full force and effect on January 1, 2018 come into effect on the date of the passage, thereof;

5.0 This By-law may be cited as the “The Cross-Border Servicing Agreement By-law”.

READ A FIRST AND SECOND TIME THIS 19TH DAY OF NOVEMBER, 2018

READ A THIRD TIME AND PASSED THIS 19TH DAY OF NOVEMBER, 2018

CORPORATE SEAL

Neil G. Vincent, Reeve

Dwayne Evans, CAO/Clerk
<table>
<thead>
<tr>
<th>Roll Number</th>
<th>Owner</th>
<th>Property Description</th>
<th>Capacity Assignment (m³/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 40 60 540 001 00805</td>
<td>Joe Kerr Ltd.</td>
<td>Con 1 Pt Lot 7 As RP 22R-2829 Part 1</td>
<td>2</td>
</tr>
<tr>
<td>2. 40 60 540 001 00900</td>
<td>Leslie Motors Ltd.</td>
<td>Con 1 Pt Np Lot 7 and 8 as RP 22R2829 Part 3</td>
<td>2</td>
</tr>
<tr>
<td>3. 40 60 540 001 00905</td>
<td>MW Simpson Construction Ltd</td>
<td>Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2</td>
<td>To be established</td>
</tr>
<tr>
<td>4. 40 60 540 001 00940</td>
<td>Wescast Industries Inc.</td>
<td>Con 1 Pt Lots 7, 8, 9, 10 AS RP 22R4246 Parts 1 &amp; 2</td>
<td>654</td>
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<tr>
<td>5. 40 60 490 001 00450</td>
<td>Pioneer Hi-Bred Production LP</td>
<td>Con 1 Pt Lots 7, 8 Turnberry</td>
<td>2</td>
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<tr>
<td>6. 40 60 490 001 00501</td>
<td>Municipality of Morris-Turnberry</td>
<td>Con 1 S Pt Lot 9 Turnberry Central School</td>
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<tr>
<td>7. 40 60 490 020 07400</td>
<td>Royal Homes Limited</td>
<td>Plan 410 Park Pt Lot 26 S of RR as RP 22R2467 Part 3</td>
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<tr>
<td>8. 40 60 490 020 07700</td>
<td>Royal Homes Limited</td>
<td>Plan 410 Park Lot 27 &amp; 28 Pt Park Lot 26 as RP 22R2467</td>
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<td>9. 40 60 490 020 07900</td>
<td>Green’s Meat Market &amp; Abattoir Ltd.</td>
<td>Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1</td>
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<td>10. 40 60 490 023 00125</td>
<td>1822007 Ontario Inc. ‘Britespan’</td>
<td>Plan 432 Lots 17 and 20, Pt Lots 18 and 19 Pt Peter St, Pt Rd Allowance RP 22R2824 Parts 5 to 7, RP22R5995, Part 3; RP 22R6223, Parts 6-10 RP 22R6224 Parts 6 and 7</td>
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<tr>
<td>11. 40 60 490 023 00300</td>
<td>Kenneth J. VanderWoude Wendy VanderWoude</td>
<td>Plan 432 Lot 14</td>
<td>1</td>
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<td>12. 40 60 490 023 00400</td>
<td>Peter Stacey</td>
<td>Plan 432 Pt Park Lot 13</td>
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<td>13. 40 60 490 023 00500</td>
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<tr>
<td>14. 40 60 490 023 00600</td>
<td>Terese Gebhardt</td>
<td>Plan 432 Pt Lot 12</td>
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<tr>
<td>15. 40 60 490 023 00700</td>
<td>Johannes and Annaluisa Weigand</td>
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<tr>
<td>16. 40 60 490 023 00800</td>
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<td>Plan 432 SE Pt Lots 15,16 63 North St W</td>
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<td>19. 40 60 490 023 09800</td>
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<td>20. 40 60 490 023 00862 00000</td>
<td>Fabric Building Covers International Inc.</td>
<td>Plan 432 Park Lots 21 and 22 Pt Park Lots 9, 23 and 24 Pt Peter St., RP22R6564 Part 1</td>
<td>1</td>
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</tbody>
</table>
|   |   | MORRIS-TURNBERRY MUNICIPALITY | PLAN 410 PARK LOTS 31 AND 34; PT PARK LOT 33, being RP 22R      
|   |   |                                | 1 1 4 |   |
| 22. | 40 60 490 020 08003 | CRICH RODNEY WILLIAM | TURNBERRY PLAN 410 PT PARK; LOT 32 RP 22R5900 PARTS 2 TO:4 |   |
| 23. | 40 60 490 020 08000 | GREEN JOHN EDWARD | PLAN 410 PT PARK LOT 30 A5; RP 22R4063 PART 2 |   |
## SCHEDULE “B”

### SANITARY SEWER PROPERTIES

<table>
<thead>
<tr>
<th>Roll Number</th>
<th>Owner</th>
<th>Property Description</th>
<th>Capacity Assignment (m³/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 40 60 540 001 00805</td>
<td>Joe Kerr Ltd. Con 1 Pt Lot 7 As RP 22R-2829 Part 1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2. 40 60 540 001 00900</td>
<td>Leslie Motors Ltd. Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3. 40 60 540 001 00905</td>
<td>MW Simpson Construction Ltd. Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2</td>
<td>To be established</td>
<td></td>
</tr>
<tr>
<td>4. 40 60 540 001 00940</td>
<td>Wescast Industries Inc. Con 1 Pt Lots 7,8,9,10 as RP 22R4246 Parts 1 &amp; 2</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>5. 40 60 490 001 00450</td>
<td>PioneerHi-Bred Production LP</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>6. 40 60 490 001 00501</td>
<td>Municipality of Morris-Turnberry</td>
<td>7.5</td>
<td></td>
</tr>
<tr>
<td>7. 40 60 490 001 00600</td>
<td>Marilyn VanHeesch</td>
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<td>8. 40 60 490 020 07900</td>
<td>Green's Meat Market &amp;. Abattoir Ltd.</td>
<td>To be established</td>
<td></td>
</tr>
<tr>
<td>9. 40 60 490 023 00125</td>
<td>1822007 Ontario Inc. 'Britespan'</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10. 40 60 490 023 00300</td>
<td>Kenneth J. VanderWoude Wendy VanderWoude</td>
<td>Plan 432 Lot 14</td>
<td></td>
</tr>
<tr>
<td>11. 40 60 490 023 00500</td>
<td>Bradley VanNiekerd</td>
<td>Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1</td>
<td></td>
</tr>
<tr>
<td>12. 40 60 490 023 00600</td>
<td>Terese Gebhardt</td>
<td>Plan 432 Part Lot 12</td>
<td></td>
</tr>
<tr>
<td>13. 40 60 490 023 00700</td>
<td>Johannes and Annalouise Weigand</td>
<td>Plan 432 Part Lot 11, 12</td>
<td></td>
</tr>
<tr>
<td>14. 40 060 490 023 00860</td>
<td>914572 Ontario Ltd. C/O Rob Stute</td>
<td>Plan 432 SE Pt Lots 15,16 63 North St W</td>
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<tr>
<td>15. 40 60 490 023 02601</td>
<td>Mac Gowan Nursing Homes Ltd.</td>
<td>Con 8 Pt Lot 23 and RP 22R727 Parts 1, 2, &amp; 3</td>
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<tr>
<td>16. 40 60 490 023 00862 0000</td>
<td>Fabric Building Covers International Inc.</td>
<td>Plan 432 Park Lots 21 and 22 Pt Park Lots 9, 23 and 24 Pt Peter St., RP22R6564 Part 1</td>
<td></td>
</tr>
<tr>
<td>17. 40 60 490 020 08400</td>
<td>MORRIS-TURNBERRY MUNICIPALIT</td>
<td>PLAN 410 PARK LOTS 31 AND 34, PT PARK LOT 33, being RP 22R. Part 1, 2. 1264752 Ontario inc., Part 2 - Britespan Building Systems Inc., Part 3 - Fabric Building Covers International Inc.,</td>
<td>1</td>
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<tr>
<td>Tag</td>
<td>CRICH RODNEY WILLIAM</td>
<td>TURNBERRY PLAN 410 PT PARK LOT 32 RP 22RS900 PARTS 2 TO 4</td>
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<tr>
<td>-----</td>
<td>---------------------</td>
<td>---------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>19</td>
<td>GREEN JOHN EDWARD</td>
<td>PLAN 410 PT PARK LOT 30 AS, RP 2284063 PART 2</td>
<td>1</td>
</tr>
</tbody>
</table>
SCHEDULE F

MORRIS TURNBERRY PARTNERSHIP AGREEMENT

Annually, during the term of this Agreement, Morris Turnberry’s shall contribute to North Huron services in accordance with Clause 3 c) of the Township’s Cross Border Servicing Policy which states that Cross Border Agreements shall contain;

“Provisions which recognize ongoing partnership between the receiving municipality and the Township of North Huron including;

i. A requirement for the receiving municipality to contribute annually to other Township of North Huron services or programs which may include but not be limited to recreation, cemeteries, libraries, day care centres, airport, economic development, etc., as mutually agreed by the Parties; and/or

ii. A requirement for the receiving municipality to share taxation revenue resulting from the proposed development, as mutually agreed by the Parties; and/or,

iii. Other financial contributions, as mutually agreed by the Parties.”

Morris Turnberry shall contribute annually to the following North Huron Services;

<table>
<thead>
<tr>
<th>Service</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wescast Community Centre</td>
<td>$71,400</td>
<td>$75,000</td>
</tr>
<tr>
<td>Blyth Community Centre</td>
<td>$16,320</td>
<td>$16,000</td>
</tr>
<tr>
<td>Cemeteries</td>
<td>$17,308</td>
<td>$17,308</td>
</tr>
<tr>
<td>Contingency</td>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

North Huron reserves the right to request an amendment to this Schedule in conjunction with new servicing requests from Morris Turnberry.
Clause 32 states that “This agreement will come into effect on the date that it is signed by the last of the parties and shall terminate on September 1, 2019 unless either party provides notice in writing to the contrary at least one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years”.

"Notwithstanding any termination of this agreement by either party, North Huron agrees not to withdraw or terminate services to the properties identified in Schedules A & B and to continue to provide services to those properties in accordance with the terms of this agreement even following such termination, and Morris-Turnberry agrees that they will contribute towards capital upgrades to accommodate additional capacity requests which exceed the capacity allocated or has been identified as being available for Morris-Turnberry development.”

North Huron agrees not to withdraw or terminate services to the properties identified in Schedules A & B and Morris-Turnberry agrees that they will contribute towards capital upgrades to accommodate additional capacity requests which exceed the capacity allocated or has been identified as being available for Morris-Turnberry development.
7 November 2018

Mr. Sean McGhee
Director of Public Works
Township of North Huron
smcghee@northhuron.ca

Dear Mr. McGhee,

Thank you for your organization’s proposal for funding under the fifth intake of the federal National Disaster Mitigation Program (NDMP) for fiscal year 2019-2020.

I am pleased to inform you that Ontario supports your proposal for the Wingham and Area Flood Plain Mapping Update project and has forwarded it to Public Safety Canada for consideration. The province will now work with you to support Public Safety Canada’s review and provide any additional information that may be required. We anticipate the results of this round of submissions in early 2019.

This is the final intake of the National Disaster Mitigation Program, as the program is scheduled to conclude on March 31, 2020. No new project proposals will be accepted.

If you have any questions or concerns, please do not hesitate to contact either Mike Love at mike.love@ontario.ca or 416-585-6181, or Jeremy Fredrickson at jeremy.fredrickson@ontario.ca or 416-585-6637.

Sincerely,

Nick Cheeseman
Manager
Below is an estimated range of new assessment for your municipality. This information may inform the 2019 municipal budget planning process and will be updated as new information becomes available.

### Municipality of Morris-Turnberry

#### 2019 Preliminary New Assessment Forecast Report

As of October 3, 2018

<table>
<thead>
<tr>
<th>Municipality of Morris-Turnberry</th>
<th>Forecasted Work Unit Range in 2019 (a)</th>
<th>Estimated Value per Work Unit (b)</th>
<th>New Assessment Forecast Range (c)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>85% (a)</td>
<td>100% (a)</td>
<td>85% (b)</td>
</tr>
<tr>
<td>New House</td>
<td>18</td>
<td>22</td>
<td>290,000</td>
</tr>
<tr>
<td>Residential Additions</td>
<td>8</td>
<td>10</td>
<td>57,000</td>
</tr>
<tr>
<td>Other</td>
<td>4</td>
<td>5</td>
<td>97,000</td>
</tr>
<tr>
<td>Residential Condominiums</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>M-Plan Registrations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Properties Owned by the Province of Ontario or the Government of Canada</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>New Building</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Addition</td>
<td>0</td>
<td>1</td>
<td>165,000</td>
</tr>
<tr>
<td>Total Commercial and Industrial</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. New construction activity that may lead to new assessment in 2019. Numbers have been rounded for ease of use.
2. Value based on average supplementary or omitted assessment in 2017 up to September 2018 including local area adjustments, where applicable.
3. Forecast range reflects an estimate of new assessment that may be processed in 2019. MPAC’s service level commitment is to capture at least 85% of the total value of supplementary or omitted assessment within one year on occupancy. Despite our best efforts, new assessment may not be processed because of changing market conditions, delayed permit information, construction delays and limited access to properties. Numbers have been rounded for ease of use.
4. Numbers have been rounded for ease of use. As a result, the 85% forecast range calculation (a*bc) may not be exact.
5. Other includes all other sources of new assessment. Examples include, but not limited to, garages, swimming pools, and home renovations.
6. Sufficient information is not available.
7. Business properties are complex and require more time and specialized resources to assess. This information reflects historical trends and current permit activity and updates will be made as new information becomes available.
8. Sufficient information is not available. Final M-plan numbers will not be finalized until December 2018.

© MPAC
Dear Municipality of Morris-Turnberry:

The 2019 Fundraising Goal for the Grey Bruce Huron Branch of St. John Ambulance is to replace one of our aging ambulances with a more economical passenger vehicle. St. John Ambulance is one of Canada's oldest charitable organizations. It is only through the generous support of donors like you that we are able to provide community services and programming throughout Grey, Bruce and Huron.

Our 2000 Ford Ambulance, shown below, needs to be replaced due to mechanical and bodywork requirements. By replacing it with a passenger vehicle, it would meet the needs of all of our volunteers, including Therapy Dog and Medical First Response. It would be easier to drive, more fuel efficient, and less expensive to maintain. As a safety minded organization, we must ensure that our vehicles meet the standards for safe and efficient transport of our volunteers. The cost of purchasing a Community Services Support vehicle will be upwards of $30,000. We would be grateful for a donation of $250, $500, $1,000 or an attainable amount from your organization.

If you would like a presentation regarding our local efforts at an upcoming meeting, please contact us. Learn more about the important role St. John Ambulance volunteers play in your community. Help us to continue our mission of saving lives at work, home and play.

Sincerely,

Tony Alberts, CStJ
Board Chair
St. John Ambulance
Grey Bruce Huron Branch

Grey Bruce Huron Branch | 316-5th Street, Hanover ON Canada N4N 0A7
Tel: (519) 364-7004 | Fax: (519) 364-7001 | Email: grey.bruceluron@on.sja.ca
Charitable Registration No.: 108022237 RR0001
St. John Ambulance Grey Bruce Huron Branch

Proud of our accomplishments this past year!

- 5,086 Participants Trained in First Aid & CPR/AED
- 369 Participants in Babysitter Courses
- 195 Participants Trained to Advanced Medical First Response
- 20 Certified Instructors in Grey Bruce
- 4 Fully Equipped Classrooms in Grey Bruce
- 3 Certified Instructor Trainers/Monitors
- 3 Full Time Staff, 2 Part Time Staff
- 4 High School Co-op Students
- 1 Summer Employment Student
- 105 Years of Service and Instruction in our Area
- 123 Volunteers in Grey Bruce Huron
- 14,286 hours of Community Service
- 2,203 Therapy Dog Visits
- 139 Casualties Treated by Medical First Response Volunteers
- 151 Events Covered by Medical First Response Volunteers
- 26 First Aid & CPR/AED and Therapy Dog Presentations to Community Groups
- 2 Disaster Response Practices with Grey County and Municipality of Northern Bruce Peninsula including EMS, Police & Fire.
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 82-2018

“CONFIRMATORY BY-LAW”

Being a by-law of the Corporation of the Municipality of Morris-Turnberry to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for the meeting, dated November 20th, 2018;

WHEREAS by Section 8 of the Municipal Act 2001, S.O. 2001, c. 25 - 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;

WHEREAS by Section 5. (3) of the Municipal Act 2001, S.O. 2001, c. 25 – A municipal power, including a municipality’s capacity, rights, powers and privileges under Section 8, 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 20th, 2018 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 20th day of November, 2018, 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;

2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorized and directed to 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 Administrator Clerk-Treasurer are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a first, second and third time and passed this 20th day of November, 2018.

Mayor, Paul Gowing                                      Clerk, Nancy Michie