



Head, Clara, & Maria
February 19, 2026 - Regular Council Meeting - 10:00 AM

1 Call To Order

2 Traditional Land Acknowledgement

3 Recital of the Municipal Mission and Vision Statements

Councillor _____ recited the Vision and Mision Statements.

Vision

To foster a community that is inclusive, progressive in nature, with a commitment to reconciliation.

Mission

To serve our community honestly and ethically, while fostering an inclusive and progressive municipality. We will honour reconciliation, our natural environment, while working together to build a sustainable future for all.

4 Approval of Agenda

BE IT RESOLVED THAT the agenda of the Regular Meeting of ____day_____, 2025, be adopted as circulated.

5 Declarations of Disqualifying Interest (Pecuniary)

6 Mayor's Address

7 Approval of the Minutes of the Most Recent Meeting(s)

8 Delegations/Presentations

9 Council Direction From the Previous Meeting

10 Committee of the Whole Working Session (To work on Policy/Plans etc.)

10.1 MOU - Library

📎 Draft MOU - Prepared by the Library Board

10.2 Hall Rental Policy

📎 Working Draft - Hall Rental Policy

10.3 Electronic Corporate Seal

📎 Draft Electronic Corporate Seal Bylaw

10.4 Discussion - Working Alone Policy

11 Legislative Matters

11.1 Consent Agenda (includes items of correspondence not requiring administrative reports/action, committee reports not requiring any action by Council – matters that are for information purposes only).

11.2 Bylaws

11.3 Public Hearings: Planning/Zoning Matters

11.4 Committee/Local Board Reports

12 Administrative Matters

12.1 New Business/Reports from Officers/Employees on Various Issues (including reports from departments which require Council approval)

12.1.1 Alternative Voting/Electronic Voting 2026 Municipal Election

📎 Proposal from Intelivote Systems Inc.

📎 Draft Agreement

12.2 Financial Update/Statement/Quarterly Variance Report

12.3 Update on Capital Projects

13 Leadership Issues

13.1 Update to Strategic Plan

13.2 Five-Year Financial Plan (including Asset Management Plan)

13.3 New Policy

13.4 Notice of Motion

14 Closed Session

14.1 Move Into Closed Session

BE IT RESOLVED Council for the Corporation of the United Townships of Head, Clara and Maria does now move into Closed Session at __:__ a/p.m. Pursuant to section 239(2) (b) personal matters about an identifiable individual, d) labour relations or employe negotiations, (f) advice that is subject to solicitor-client privilege, including communications for that purpose, and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board to consider:

1. Municipal Administrator Leave of Absence/Return to Work
2. Confidential HR matter regarding municipal employees
3. Recruitment Update
4. Negotiation of the MOU with the Library Board

14.2 Return to Open Session

BE IT RESOLVED Council for the Corporation of the United Townships of Head, Clara and Maria does now return to Open Session at __:__ a/p.m. and reports that _____ were discussed and _____.

15 Confirmation of Proceedings

📎 Bylaw 2026-03

16 Adjournment

This agreement made this ? day of month ?, year ?

Memorandum of Understanding

Between

The United Township of Head, Clara and
Maria (hereinafter referred to as the
Municipality)

-and-

The Public Library Board of the
United Township of Head, Clara and
Maria (hereinafter referred to as the
Board)

Whereas the Board is a Public Library Board that has been established pursuant to the provisions of the Public Libraries Act, R.S.Q., 1990, c P-44 (hereinafter referred to as "PLA") as amended and which operates the Public Library within the geographic boundaries of the United Townships of Head, Clara and Maria in accordance with the provisions of the Act;

And whereas the Municipality is a municipal corporation incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., c.25 as amended;

And whereas the Municipality employs staff who have developed expertise in areas that include human resources and financial services, building and facilities management;

And whereas it is important to the Municipality and the Board to improve efficiency in delivering municipal services, including library services to the residents of the Municipality;

And whereas the Municipality and the Board wish to enter a Memorandum of Understanding to outline the services and support the Town is prepared to provide the Board in providing public library services to the public.

Now therefore the Municipality and the Board hereby agree as follows:

1. That the Municipality and the Board hereby acknowledge:
 - a. The Board is an independent entity and separate from the Municipality, subject to the provisions of the Public Libraries Act R.S.O. Chapter P.44 and has been established to provide public library services to the residents of the Municipality;
 - b. The Municipality is an independent entity and separate from the Board and provides municipal services to the residents of the Municipality pursuant to the provisions of the Municipal Act, 2001 S.O. 2001, c.25 and related legislation;

- c. The Municipality annually reviews and approves budgetary estimates received from the Board for the operation of the Board in accordance with Section 24 of the Public Libraries Act.
2. The Municipality agrees that it will provide and make available to the Board during the term of this Memorandum of Understanding those services listed and described in the Schedules attached hereto. The Municipality and the Board acknowledge that this Memorandum of Understanding applies only to those services listed and described in the schedules attached hereto.
3. The Municipality and the Board agree that the library shall be responsible for all operational costs. The Municipality shall be responsible for custodial costs and for any capital building and land improvements based on the Municipal condition assessment and subsequent replacement plan. Additional requests from the Board shall be funded through their own grant applications, reserves or donations.
4. The Board and the Municipality agree that while the Board empowers the Municipality as its agent to provide services to the Board, the Board may establish its own policies, procedures and management directives. Services provided by the Municipality to the Board will be in accordance with Municipal policies and directives. In turn, the Board agrees to adhere to all applicable municipal policies and management directives. The Board shall also adhere to the Municipal Freedom of Information and Protection of Privacy (MFIPPA) requirements when releasing information to the public.
5. The Board and the Municipality agree that they will cooperate in joint advocacy initiatives e.g. grant applications to municipal, provincial and federal levels of government for the enhancement of library services.
6. The Board and the Municipality acknowledge that the Municipality can provide those services as set out in the Schedules attached hereto with existing Municipality staff and equipment. The parties agree that no new costs will be charged to either party unless the cost has been approved in writing by the other party prior to any expenditure by the Municipality or the Board.
7. The Municipality and the Board acknowledge and agree that the terms and provisions of this Memorandum of Understanding apply only to the services set out in the Schedules attached hereto and do not apply to any other agreements or arrangements that may exist from time to time between the Municipality and the Board unless such other agreements are stated in writing to be subject to the terms and provisions of this Memorandum of Understanding.
8. The Chief Administrative Officer (CAO) for the Municipality and the Chief Executive Officer (CEO) of the Board shall address any issues that may arise out of the operation of this Memorandum of Understanding and will make best efforts to reach a consensus. Additionally, the CAO for the Municipality and the CEO of the Board may designate members of their respective staffs or Library Board members to address any issues that may arise out of the operation of this memorandum of Understanding.

9. The Board will present its proposed annual operating and capital budget to Council in the format requested (Public Libraries Act, R.S.O, 1991, c. P.44, s.24). The Board acknowledges and agrees that the Municipality has discretion to amend the proposed overall budget presented to it by the Board prior to approval. Throughout an operating year, the Municipality may, by bylaw (i.e. resolution of Council), further amend the overall budget originally approved for library services for that year, only at the request of the Board. For clarity, Council does not direct the allocations to individual budget line items.
10. The Municipality is not responsible for any costs incurred by the Board in excess of its approved (as may be amended) budget for a particular year. The Board will be responsible for costs incurred in excess of the approved budget. A resulting annual operating surplus will be placed in a Reserve under the control of the Library Board, and may be used to cover any potential future library deficits or future Council approved library operating or capital budget needs, at the request of the Library Board.
11. Ownership (including tenancy rights and obligations) of the property managed by the Board is the property of the Municipality. This includes the chattels within the property location, The Board retains ownership of all library collections, equipment, including computers, printers, office furnishings and supplies purchased directly by the Board, and the shelving.
12. Ownership of the patron database, bibliographic records, electronic resources and licenses will remain the intellectual property of the Library Board.
13. The Municipality and the Board agree that this Memorandum of Understanding will come into effect on the ?day of month?, year? and shall continue until such time as either party amends or terminates this Memorandum of Understanding in accordance with the provisions of the paragraphs below.
14. If at any time during the term of this Agreement, the parties shall deem it necessary or expedient to make any alteration or addition to this memorandum of Understanding, they may do so by means of written amendment between them which shall be supplemental to and form part of this Memorandum of Understanding.
15. The Municipality and the Board hereby agree that either party to this Memorandum of Understanding may terminate the Memorandum of Understanding upon providing to the other party no less than 6 months prior written notice of its intention to terminate this Memorandum of Understanding.
16. Any notice or other communication to be given in connection with this Memorandum of Understanding shall be given in writing and may be given by personal delivery, or by registered mail addressed to the recipient as follows:
 - a. To the Municipality:
 - The United Townships of Head, Clara and Maria
 - 15 Township Hall Road
 - Stonecliffe, Ontario K0J 2B0
 - Attention: Chief Administrative Officer
 - b. To the Board

- The United Townships of Head, Clara and Maria
- Suite 1
- 15 Township Hall Road
- Stonecliffe, Ontario K0J 2B0
- Attention: Chief Executive Officer

17. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario.

18. Neither this Memorandum of Understanding nor any of the rights or obligations of either of the parties hereunder may be assigned without the prior written consent of the other party to this Memorandum of Understanding.

In witness whereof the parties have executed this Memorandum of Understanding.

Signed seals and delivered in the presence of:

The Corporation of the United Townships of Head, Clara and Maria

<p>Mayor Debbi Grills</p>	<p>Clerk Peggy Young-Lovelace</p>
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The United Townships of Head, Clara and Maria Public Library Board

<p>Board Chair Catherine Sutherland</p>	<p>Vice Chair Name to be inserted here</p>
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The United Townships of Head, Clara and Maria reviews and approves a monetary grant allocation to the Library Board for the provision of public library services to the residents of the Townships. In addition to this grant the Townships provide an in-kind contribution in the form of the following services.

Schedule A

Facility Support

The United Township of Head, Clara and Maria own the facilities occupied by the Board for the purpose of library services. The relationship between the two parties is essentially that of Landlord and Tenant with facility support being provided in-kind and the Township providing the services listed below to the library in accordance with Township standards, policies and directives:

- Capital maintenance projects, e.g. furnace repair, roof repair.
- Repairs and maintenance as required of interior structure and chattels.
- Improvements to the facility in compliance with accessibility legislation.
- Energy management.
- Repairs and maintenance as required for the exterior structures.
- Use of the main hall four (4) times per year for library functions.
- Snow removal from the library parking lot in accordance with the Township winter operations plan. □ Salt the library parking lot to the same standard used at all municipality owned facilities.

Note that the Library CEO typically works only 1 day per week and on the weekdays when the CEO is not available to open and close the Library, Municipal office staff (when they are present) enable access to the Library. They open the library; however, they do not provide any other support services as library users are expected to self-help and document any books, etc. that they wish to take home. Municipal office staff will close the library prior to the end of their workday.

Schedule B

Human Resources Support

The Municipality, at the time of election of a new Council, will recruit and appoint members to the Library Board in accordance with the Public Libraries Act.

After the Library Board is appointed and in place the Municipality will provide advice and support to the Library Board and CEO as follows:

1. Health and Safety
 - Advice of pending legislation, and assistance to ensure compliance with current legislation related to Health and Safety.
 - Assistance in the preparation of a Health and Safety program.
 - Assistance in the preparation, monitoring and follow-up of WSIB claims.
2. Labour Relations
 - Advice on pending and current legislation related to labour relations.
 - Advice and support on day-to-day labour relations issues that arise.
3. Pay Equity
 - Advice and assistance in the maintenance of the Pay Equity Plan.

NOTE: Human Resources advice and support are non-binding, and all decisions will continue to be made by the Library Board as per the requirements of the PLA.

Schedule C

Administrative Services Support

The Municipality will provide the following in kind administrative support to the Library:

- Legal advice.
- Advice and support on accessibility legislation, requirements and compliance.
- Asset management support.
- Records management support for library historical and corporate documentation (e.g. Library minutes of meetings, backup portable hard drive).

The Library will provide the following support to the Township:

- Sharing of research, data and information, where available, to support Municipal reviews, programs, services, plans and studies.
- Support letters for Municipal Grant applications.
- Use of library facilities, when available, to conduct municipal business.

Schedule D

Payroll and Finance Responsibilities

The Municipality will provide the following Payroll support:

- Set up of all library employees including their deductions and salaries.
- Process payroll biweekly including statement of earnings for each employee.
- Manage remittances including Receiver General and benefits.
- Provide payroll reports to library as required.
- Provide Records of Employment as required.
- Provide T4s, T4As and filing of same with Canada revenue Agency effective from the first payroll completed.

The Library Payroll will provide the following Payroll support:

- Provide bi-weekly authorized timesheet summaries to allow processing of payrolls.
- Manage the process of performance evaluations and interface with Municipal staff for any impact on the rate of pay.

The Municipality will provide the following Finance support:

- Purchase Insurance. It is noted that the Library requires a minimum of two (2) million dollars of insurance coverage to qualify for Provincial Grant money.
- Prepare and manage the capital budget for all items relating to building and land improvements listed in the schedule below.
- Manage deposit records and accounts payable (*upon authorization by the Library) □ Manage annual audit requirements, including financial statements.
- Issue Official Income Tax Receipts for Donations to the Library.
- Manage HST remittance and reconciliation.
- Provide grant application/submission assistance for grants pertaining to Library Services using the Municipality's Business number.
- Maintain the Library Reserve fund.

The Library will provide the following Finance support:

- Manage all accounts receivable, accounts payable*, grant applications, reserves and investment.
- * Note that bills will be reviewed and authorized by the Library and paid via the HCM Treasurer.

Schedule E

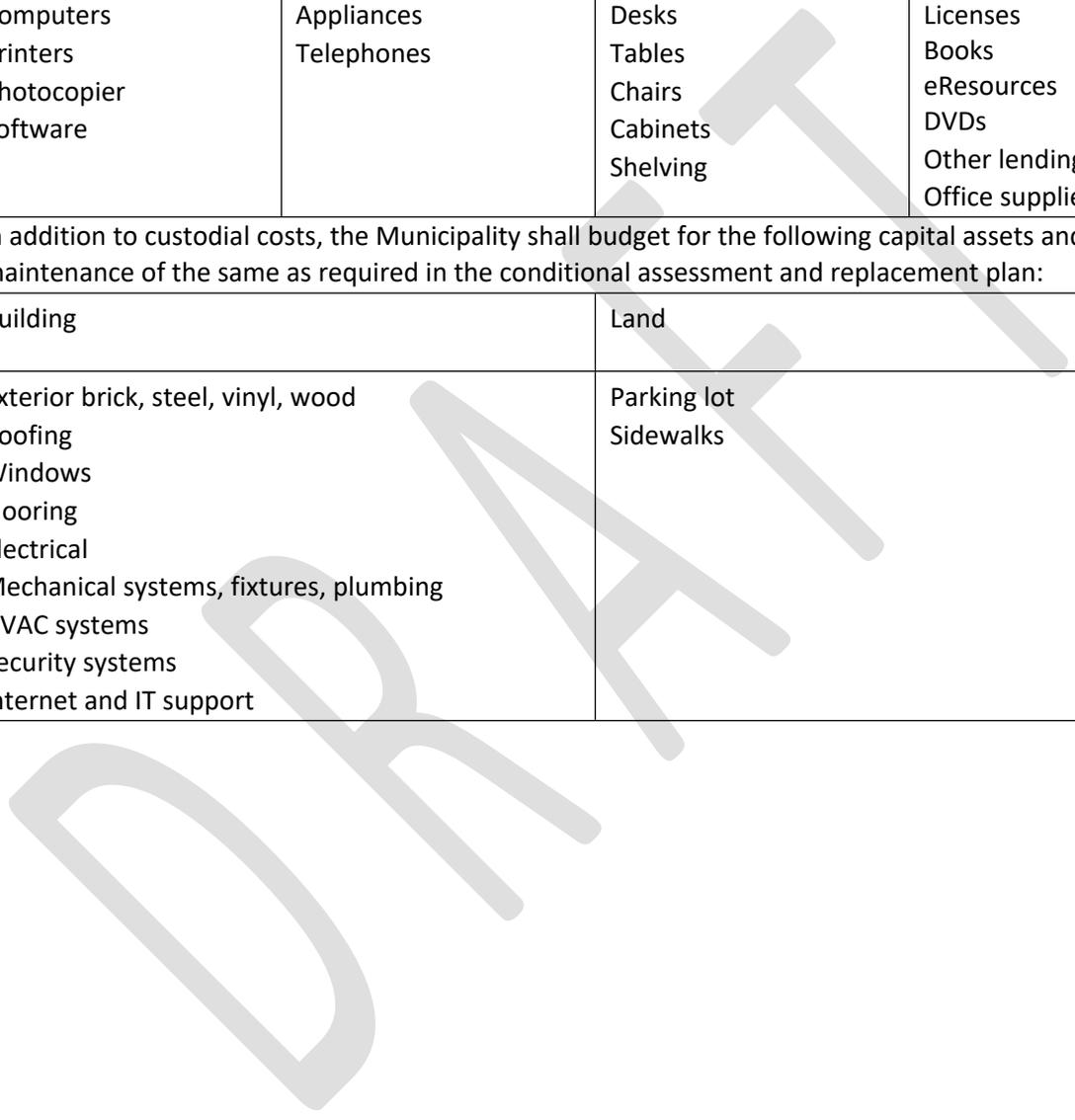
Equipment and Capital Assets

The Board shall budget for all matters relating to the day-to-day delivery library services (staff costs, office supplies, telephone lines and Internet connections, insurance and programming) and the purchase and or replacement of the following types of capital assets:

IT	Equipment	Furniture	Materials
Computers Printers Photocopier Software	Appliances Telephones	Desks Tables Chairs Cabinets Shelving	Licenses Books eResources DVDs Other lending materials Office supplies

In addition to custodial costs, the Municipality shall budget for the following capital assets and the maintenance of the same as required in the conditional assessment and replacement plan:

Building	Land
Exterior brick, steel, vinyl, wood Roofing Windows Flooring Electrical Mechanical systems, fixtures, plumbing HVAC systems Security systems Internet and IT support	Parking lot Sidewalks



Municipal Hall Rental Policy

Council Direction to Staff

This policy provides Council's direction for the rental and use of the Municipal Hall and associated facilities. It authorizes staff to manage rentals in a manner that is:

- Fair and transparent
- Compliant with applicable legislation
- Financially responsible
- Supportive of community needs

Council retains the authority to approve exceptions, agreements, or memorandums of understanding (MOUs) that supersede this policy.

1. Rental Eligibility

Staff may approve rentals to individuals, groups, organizations, or businesses provided:

- The renter is 18 years or older.
- If alcohol is served, the renter must be 25 years or older and provide all required permits and insurance.
- The rental purpose is safe, lawful, and aligned with municipal interests.
- Events involving youth are supervised by a responsible adult.

Council may refuse or cancel bookings if municipal priorities require use of the hall.

2. Booking Requirements

All rentals must include:

- A completed rental agreement and application form.
- Full payment of fees and deposits at the time of booking.
- Proof of insurance (minimum \$5 million liability) and any required permits (e.g., liquor license, food handling).
- A pre-event inspection by the renter to identify any existing damage.

Renters are expected to comply with all applicable laws and regulations regarding food handling and liquor service. Required permits must be submitted prior to the event.

The Municipality may offer event insurance for purchase. Renters may opt to buy this coverage through the Municipality as part of the booking process.

3. Fees and Deposits

Council shall adopt a Schedule of Fees and Deposits, reviewed annually. Staff shall:

- Collect an administration fee for all bookings.
- This fee is non-refundable if the renter cancels.
- It is refundable if the Municipality cancels the booking.
- Collect a deposit at the time of booking that includes coverage for fob access, potential damage, and cleaning requirements.
- All or part of the deposit may be refunded at the discretion of Council following a post-event inspection.
Refunds are subject to cancellation timelines and inspection outcomes.

No booking shall be confirmed without full payment of the required fees and deposit.

4. Facility Access via Fobs

- i. Renters shall be issued a fob for building access.
- ii. Fobs must be picked up during regular municipal office hours.
- iii. Fobs will be programmed to work only during the approved rental period.
- iv. Renters are responsible for returning fobs promptly after their event.
- v. Lost or unreturned fobs may result in additional charges.

5. Use of Facility

Renters must:

- Comply with all municipal rules and regulations.
- Supervise all participants and ensure respectful conduct.
- Return the facility to the required standard of cleanliness.
- Remove all garbage and recyclables.
- Avoid using any materials (e.g., tape, nails, staples) that may damage surfaces.
- Not exceed the maximum occupancy.

Smoking/Vaping is prohibited inside and within 20 metres of the facility.

Only service animals are permitted indoors.

6. Municipal Oversight

Authorized municipal staff may enter the facility at any time during a rental to ensure compliance.

7. Liability and Indemnity

The Municipality is not responsible for:

- Loss, theft, or damage to personal property.
- Injury to persons using the hall.

Renters shall indemnify and hold harmless the Municipality from all claims arising from their use of the facility.

8. Staff Responsibilities

Staff are directed to:

- Maintain standard rental agreements, forms, and checklists.
- Develop administrative guidelines including:
 - i. Cancellation rules.
 - ii. Key/fob access procedures.
 - iii. Cleaning standards.
 - iv. Security requirements.
 - v. Maintain documentation of the hall's condition before and after each rental to ensure adherence to this policy and support decisions regarding deposit refunds.
 - vi. Implement a consistent process for inspections and deposit returns.
 - vii. Track rentals, fees, and compliance.

9. Refund Criteria for Deposits

Deposit refunds, which may include fob, damage, and cleaning components, are issued at the discretion of Council based on documented inspection records. Staff must maintain clear and dated documentation of the hall's condition before and after each rental to support refund decisions.

Refunds may be issued in full, in part, or withheld entirely depending on the following criteria:

- Full refund: Hall is returned in clean condition, no damage, fob returned on time.
- Partial refund: Minor cleaning required, fob returned late, or minor damage documented.
- No refund: Significant damage, cleaning not completed, fob lost or not returned.

Council will consider staff documentation and may request additional information from the renter before making a final decision.

10. Annual Reporting Requirements

Staff shall prepare and submit an annual report to Council summarizing the administration of Municipal Hall rentals. This report shall include:

- Total number of rentals and rental hours.
- Types of use (e.g., private events, community meetings, non-profit activities).
- Summary of complaints, infractions, or incidents.
- Fees collected and refunds issued.
- Fob returns and any access issues.
- Observations on hall condition and maintenance needs.
- Recommendations for policy updates or operational improvements.

This report supports transparency, accountability, and continuous improvement in the management of municipal facilities.

11. Review and Updates

Council shall review this policy every five years, or sooner if required by legislation, operational needs, or community feedback.

**THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA
AND MARIA**

Bylaw Number XXXXX

**BEING A BYLAW TO AUTHORIZE THE USE OF AN
ELECTRONIC CORPORATE SEAL**

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

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

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Electronic Documents and Signatures

Section 15 of the *Electronic Commerce Act*, 2000 S.O. 2000, c. 17 ("*Electronic Commerce Act*") gives authority to a public body to electronically deal with documents it has the power to create, collect, receive, store, transfer, distribute, publish or otherwise deal with.

Purpose and Context (Preamble)

Council for the Corporation of the United Townships of Head, Clara and Maria

(“Council”) recognizes the need to modernize municipal administrative practices and to authorize the use of an electronic corporate seal in a manner that is secure, controlled, and consistent with legislative requirements.

Council further recognizes the role of the Clerk as the statutory officer responsible for the custody and use of the municipal seal.

Decision

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to authorize the application of an electronic seal on electronic documents.

Direction

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

Authorization

1. That the use of an Electronic Corporate Seal is hereby authorized for municipal purposes where the use of a corporate seal is required or permitted by law.

Effect of Electronic Corporate Seal

2. That an Electronic Corporate Seal applied in accordance with this Bylaw shall have the same force and effect as the physical corporate seal of the Municipality.

Authority of the Clerk

3. That the Clerk, or a person acting under the Clerk’s written authority, is hereby authorized and directed to:
 - A. establish and manage the secure technology used for the Electronic Corporate Seal and any related electronic signatures;
 - B. determine which municipal documents may be executed using the Electronic Corporate Seal; and
 - C. establish administrative procedures governing access to, use of, and protection of the Electronic Corporate Seal.

Execution of Documents

4. That where a bylaw, resolution, or applicable law requires a document to be signed and sealed on behalf of the Municipality, such requirement may be satisfied by:

- A. the application of electronic signatures by the authorized signing officer(s); and
- B. the application of the Electronic Corporate Seal to the same electronic document, in accordance with procedures established by the Clerk.

Limits and Exceptions

- 5. That the Electronic Corporate Seal shall not be used:
 - A. where legislation prohibits the use of electronic documents, signatures, or seals;
 - B. where a third party’s consent to electronic execution is required and not obtained; or
 - C. where the Clerk determines that use of the physical corporate seal is required or more appropriate.

Records and Retention

- 6. That documents executed using the Electronic Corporate Seal shall be retained and managed in accordance with the United Townships of Head, Clara and Maria.
- 7. Records Retention Bylaw and any applicable legislative requirements.
- 8. That the Clerk shall ensure appropriate records are maintained to demonstrate the application and use of the Electronic Corporate Seal.

Conflict and Severability

- 9. That where a provision of this Bylaw conflicts with provincial or federal legislation, such legislation shall prevail.
- 10. That if any provision of this Bylaw is held to be invalid, such invalidity shall not affect the remaining provisions.

Effective Date

- 11. This Bylaw shall come into force and take effect on the date of its final passing.

Read and adopted by Resolution XXX this XX day of MONTH 2026.

Mayor

Clerk



Peggy Young-Lovelace
Interim Clerk
Townships of Head, Clara and Maria
15 Township Hall Road, Stonecliffe, K0J 2K0

February 17, 2026

By Email: peggy@e4m.solutions

Re: eVoting Services – Intelivote Systems Inc.

Dear Peggy,

Intelivote Systems Inc. is pleased to provide you with this quote and description of services for electronic voting for the Township of Head, Clara and Maria for the 2026 Municipal and School Board Elections as per your request.

Intelivote continues to be the premier supplier of Evoting services for Canadian municipalities and has recently delivered our services to all the eligible electors here in Nova Scotia in October 2024. There are 49 municipalities that are required to conduct elections, and we provided services to the 44 that opted to use electronic voting. The remaining five were typically too small or were involved in amalgamation discussions to use the services. The resulting elections saw over 764,000 (92%) of the eligible electors in the province, making use of our evoting services during their election period.

We also delivered the Municipal Elections for 102 Ontario municipalities in the last round of Municipal Elections in 2022 servicing almost 50% of the all the municipalities in Ontario that used evoting services during that election cycle.

I have included a detailed breakdown of the services provided in our eVoting fee based on the estimated number of electors in your Municipality (~600), plus the cost for Intelivote to manage and coordinate production and distribution of voter instructions letters which include the Personal Identification Numbers (PINs) required for voting.

Please do not hesitate to contact me if you have any questions about the contents of this document or require further information.

Yours truly,

Dean Smith
President and Founder
Intelivote Systems Inc.

Electronic Voting (eVoting) - Solution Overview

Intelivote Systems Inc. (ISI) a Canadian owned and operated company is the recognized Canadian leader in the successful implementation of eVoting; electors casting their ballots using the Internet, wireless devices and mobile or land line telephones.

The Intelivote solution even provides a seamless integration of traditional in-person polling station voting and mail-in balloting, with an electronic voting solution which includes telephone and Internet voting. ISI's leadership position comes as a result of our extensive experience in conducting municipal, union, association, and political leadership elections in a secure and auditable fashion ensuring voter anonymity and ballot privacy.

Intelivote has delivered more Municipal eVoting events in Canada than all our competitors combined and in addition to our Canadian elections and events, we have gained international experience and credibility in the successful implementation of both Internet and telephone-based voting applications used to deliver elections in the United States and the United Kingdom.



Intelivote understands that, in addition to other event requirements, election officials' mandate includes event costs, managing administrative time/effort, and providing overall management for the voting event. These requirements are among the key objectives and benefits available through the implementation of eVoting options.

ISI's extensive subject matter expertise in Ontario Municipal Elections, Union, and Association Elections and voting events, and Political Party Leadership Elections, has resulted in a full suite of eVoting system modules that address the needs of both the event officials and electors.

Intelivote does not sell its software; it is provided as a voting service. There is no additional software or hardware for clients to purchase to run a voting event using the Intelivote suite of modules. All the services are provided with our base service, and all the modules are Internet-enabled; secured by encryption, digital certificates and login IDs and passwords.



Voter anonymity, PIN security and event auditability are paramount in the design and delivery of the eVoting solutions ISI provides. In addition, the ability to import member information from clients' membership or Eligible Elector Lists, export updated elector information and perform demographic and statistical analysis on voting activity, further demonstrates the flexibility of our voting solution.

The ability for authorized event officials to review information on aspects of the eVoting event as it progresses (elector participation rates, etc.) provides increased visibility to those voting event metrics that can define a successful electronic voting event.

ISI maintains a hosted data centre environment in Kelowna with a backup centre in Mississauga. The full range of services we deliver, including high-speed high-bandwidth data capability, and scalable IVR (telephone) port availability, further demonstrates our commitment to ensuring an event with maximum performance, communications path diversity, application redundancy and high survivability.



ISI's project management capability, coupled with our established processes and procedures, is delivered by a team of information systems professionals and electronic voting experts, providing clients with the best in-class Internet and telephone voting solution.



Our experience confirms that several other categories of electors; disabled electors, retirees, shift workers and electors travelling are positively impacted by offering electronic voting. It is clear that eVoting specifically and effectively addresses all their requirements while at the same time offering them a new degree of convenience and secrecy not offered in traditional balloting at a polling location.

The ability to cast your ballot using the telephone, in addition to the Internet, addresses another important social-economic issue often cited in Internet-only voting solutions. The fact that Internet enabled electors have a more ample opportunity to cast their ballot than those who do not have Internet service, has been defined as a form of "digital divide" between certain groups of electors.

This demographic of electors who for various reasons, either are not comfortable with the technology, or cannot afford the technology (PC) and/or Internet service, are addressed by Intelivote's solution with the use of our telephone enabled voting. Typically, everyone has access to phone service, and this presents an equal opportunity to all electors.

Intelivote has been proactive in accommodating persons with disabilities facilitating their comfort and participation when using eVoting services. Intelivote's solution is compliant with the guidelines listed by the W3C technologies website principles and are certified to WCAG 2.1 level AA which is required by the Ontario's Accessibility for Ontarians with Disabilities Act (AODA) including organization, functionality and readability of information provided, as well as alternative ways of representing information (audio).

In December 2024 the Digital Governance Standards Institute (DGSI) published the CAN/DGSI 111-1 standard for Online Voting in Canadian Municipal Elections. This new National Standard of Canada is optional for municipalities and vendors to follow but is very useful in setting a baseline of integrity and a roadmap for improvement in internet voting.

Intelivote Systems participated as a reviewer in the development of this standard as an invited member of the Technical Committee. We believe that establishing a standard brings value to municipalities of all sizes and furthers the advancement of the state of democracy for all Canadians. There are several mandatory requirements in the standard, indicated by the keyword *shall*. Intelivote Systems Internet Voting solution for the 2026 Ontario Municipal Elections is compliant with **all** these requirements.

In addition to delivering the most eVoting elections in the municipal sector in Canada, our client list includes many of Canada’s largest unions and associations and includes other organizations we have successfully delivered a variety of events that support their AGM’s, executive and board elections, job action votes and agreement votes. A **sample** of our over 2,800 elections include services for these clients:

<ul style="list-style-type: none"> • Ontario Municipal & School Board Elections - over 315 Events 	<ul style="list-style-type: none"> • Nova Scotia Municipal & School Board Elections – over 160 Events
<ul style="list-style-type: none"> • Nurses Association of NB (NANB) 	<ul style="list-style-type: none"> • Nova Scotia Paramedics (IUOE)
<ul style="list-style-type: none"> • Nova Scotia Nurses Union (NSNU) 	<ul style="list-style-type: none"> • Newfoundland and Labrador Assoc. of Public and Private Employees (NAPE)
<ul style="list-style-type: none"> • Nova Scotia Gov. Employees Union - NSGEU - over 75 events 	<ul style="list-style-type: none"> • New Brunswick Union of Public and Private Employees (NBPEA)
<ul style="list-style-type: none"> • Elementary Teachers of Toronto (ETT) 	<ul style="list-style-type: none"> • Doctors Nova Scotia
<ul style="list-style-type: none"> • Toronto Secondary Unit Teachers -TSU 	<ul style="list-style-type: none"> • Manitoba Health Authority
<ul style="list-style-type: none"> • NL PC Party 	<ul style="list-style-type: none"> • Association of Cdn. Financial Officers
<ul style="list-style-type: none"> • Public School Administrators Association of Nova Scotia (PSAANS) 	<ul style="list-style-type: none"> • Toronto Elementary Catholic Teachers (TECT)
<ul style="list-style-type: none"> • Public Service Labour Relations Board 	<ul style="list-style-type: none"> • Teamsters Canada Rail Conference
<ul style="list-style-type: none"> • CUPE (numerous locals) 	<ul style="list-style-type: none"> • Teamsters (numerous locals)
<ul style="list-style-type: none"> • IBEW (numerous locals) 	<ul style="list-style-type: none"> • Canadian Merchant Services Guild
<ul style="list-style-type: none"> • Customs and Immigration Union (CIU) 	<ul style="list-style-type: none"> • ACTRA
<ul style="list-style-type: none"> • Liberal Party of NL 	<ul style="list-style-type: none"> • Unions New Brunswick
<ul style="list-style-type: none"> • Canadian Flight Attendant Union 	<ul style="list-style-type: none"> • Canadian Police Association
<ul style="list-style-type: none"> • Unifor (numerous locals) 	<ul style="list-style-type: none"> • Confédération des syndicats nationaux (CSN)
<ul style="list-style-type: none"> • Professional Association of Foreign Service Officers (PAFSO) 	<ul style="list-style-type: none"> • United Steelworkers – USW (numerous locals, 20+ events)
<ul style="list-style-type: none"> • Telecommunications Workers Union (Telus workers) 	<ul style="list-style-type: none"> • Telecommunications Employees Association of Manitoba (TEAM)
<ul style="list-style-type: none"> • Canada Industrial Relations Board (CIRB) – over 30 events 	<ul style="list-style-type: none"> • Public Service Alliance of Canada – (PSAC) - over 40 events
<ul style="list-style-type: none"> • Association of Academic Staff University of Alberta (AASUA) 	<ul style="list-style-type: none"> • Canadian Actors Equity Association
<ul style="list-style-type: none"> • Association of Municipal Clerks and Treasurers of Ontario (AMCTO) 	<ul style="list-style-type: none"> • Metis Nation of Alberta
<ul style="list-style-type: none"> • Canadian Aboriginal and First Nations - over 35 events 	<ul style="list-style-type: none"> • Canadian Political Leadership Elections – over 24 events
<ul style="list-style-type: none"> • Ontario Progressive Conservative Party – Riding Elections 	<ul style="list-style-type: none"> • Ontario Liberal Party – Riding Elections
<ul style="list-style-type: none"> • Conservative Party of Canada – Riding Elections 	<ul style="list-style-type: none"> • Nova Scotia Progressive Conservative Party – Riding Elections
<ul style="list-style-type: none"> • Newfoundland & Labrador Progressive Conservative Party – Riding Elections 	<ul style="list-style-type: none"> • United Conservative Party of Alberta – membership merger vote

Intelivote Modules

A series of modules are included in the Intelivote system that ensure all the key stakeholders in the eVoting process are provided with the information they require to perform their tasks in support of the event. These include:

- Auditor Module – provides support for an independent third party to formally audit the voting and availability of the system during the eVoting period.
- Ballot Review module – provides the opportunity for event officials to review the spelling and audio quality of information appearing on the eVoting ballots prior to the voting event starting.
- Chief Electoral Officer (CEO) module – provides an interactive monitoring and reporting capability to review the activity of the electors as the eVoting progresses.
- Voter Help module – provides assistance to electors who contact the HelpLine by allowing agents to review and query the status of a member’s activity. It is important to note that the agent can never see how a member has cast their ballot.
- Voter Help Supervisor module – provides supervisory administration and management of the Voter HelpLine agents and their activities.
- Enumerator module – provides the event officials the opportunity to add eligible electors to the Electors List during a defined enumeration period.
- Deputy Returning Office (DRO) module – provides the DRO the capability to manage the electors appearing at a manual polling location by providing a capability to lookup electors, review their status within the eVoting system and strike them off the official list when a paper ballot is issued.
- Candidate module – offers candidates the opportunity to review and track member “attendance” whether they are using electronic voting or manual voting and assists them in “getting the vote out”.
- Voter module – facilitates electors casting their ballots using either a phone or an Internet enabled device.

New capabilities and features to Intelivote’s solution this year include the ability for Municipalities to use DataFix’s Municipal Voterview application throughout the entire election. Updates and additions to the list of electors are integrated with the voting solution ensuring continuity for staff tasked with managing the list and assisting voters during the election.

Electronic Voting – Service Fees Table

This quote is based upon our current understanding of your requirement to conduct a voting event for an Ontario Municipal Election. We have made the following assumptions, please do not hesitate to correct any of these assumptions:

1. Voting will be enabled by implementation of the eVoting solution, (phone and Internet) allowing voting over an 8-12 (typically) day period, 24 hours a day.
2. Voter Help desk services are provided by the municipality with full training provided by Intelivote.
3. Creation, mail-out and postage of the Personal Identification Numbers and Voter Instruction Letters both by Canada Post required for electors to vote will be provided based upon the List of Electors provided by the municipality.
4. Internet and telephone voting is in English and French.
5. All training is provided for the election personnel required to assist with the event.

Services Pricing

Pricing ± to be adjusted based on Eligible Electors once the Final List of Electors is produced. **Applicable taxes are additional.**

Intelivote eVoting minimum fee (less than 1,500 electors)	Estimated # Eligible Members	Voter Instructions / Elector
\$3,000.00	600	\$1.75
eVoting Costs Summary		
Intelivote eVoting Solution	Electronic voting using the Internet and telephone, provided to the list of eligible members.	\$3,000
Voter Instruction Letter	Cost of creation, production and supplies for producing and mailing the Voter Instruction Letter. This is based on a single page letter with black & white print. Includes the cost of first class Canada Post postage for the mail-out.	\$1,050
	Total	\$4,050

Applicable taxes are additional

Base Services

#	Base Fee Services Included	Description	Not Included
1	Multiple voting channels	Provides the elector with a choice of voting channel: internet, wireless device, and mobile or land line telephone. Includes the activities associated with the telecommunications setup for electronic voting; appropriate bandwidth; phone ports; website registration etc.	Elector equipment / hardware; equipment and internet connections for the Polling Stations (if required).
2	Voting event system setup	This eVoting system is fully configurable, facilitating a wide array of voting configuration options. All activity associated with configuring the event is included in the base service. This includes such activities as: candidate or question assignment; race and candidate name recordings; elector list management; secure ID and password management; configuring and loading races/questions (i.e. type of race, sequence and presentation display).	
3	PIN management	Intelivote Systems will generate the PINs using the eligible elector population to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each eligible elector based on the file provided by the owner of the list. In addition to the PIN, an eligible elector category is created and finally a file is produced suitable for production of voter instruction letters.	
4	Customization of voter instructions	Creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process.	
5	Customized welcome webpage	Generation of a customized webpage working with the client ensuring all legislative issues and association by-laws relating to voter notification are adequately addressed.	
6	Full enumeration capability	Provides the ability to add electors to the official electors list, assign the necessary categorization based on geography or local for example, and issue a PIN for voting purposes.	Equipment or hardware used by the returning officer or clerk. A standard PC with internet access is required.

#	Base Fee Services Included	Description	Not Included
7	Support module for Voter's HelpLine	The Voter HelpLine workers will have secure login access to the Voter HelpLine module. It provides a full set of features designed for agents to provide support to electors who may have questions regarding the event or issues relating to the elector profile, PINs, etc.	The Voter HelpLine Centre and the agents who staff it. Telecommunications costs for the Voter HelpLine. Equipment or hardware used by the staff. Standard PCs with internet access are required.
8	Event Official(s) management tools	The Event Officials will have a secure login which will allow for an up-to-the-minute view of critical eVoting data, required for the administration of the eVoting event.	Equipment or hardware used by the Event Official, standard PC with internet access is required.
9	Auditor control & management tools	The Auditor will have a secure login capability to audit the various processes as determined by the eVoting event authorities. They will have the capability to observe the voting event as it progresses, monitoring voting activity to the candidate level in a secure mode available only to them.	Equipment or hardware used by the Auditor. A standard PC with internet access is required.
10	Candidate 'Supporter Tracking' capability	Prior to and during the eVoting event, candidates will have the ability to identify their lists of supporters using a secure login in the Candidate module. During the voting period the candidate or approved designate can track the participation of supporters online.	Equipment or hardware used by the Candidate. A standard PC with internet access is required.
11	Reporting	A series of reports are available both during and after the voting event. These include vote results, audit reports, participation rate reports etc.	
12	Training	Training available on the features and use of the Auditor, CEO, Candidate, Enumeration, and Voter HelpLine modules. Training is normally provided via web training.	
13	Account Management	An experienced eVoting consultant, who assists with all aspects of the event and who is the single point-of-contact for the client.	
14	DataFix MVV integration	Optional integration with DataFix's Municipal Voter View enabling updating and editing of electors throughout the entire election period.	Requires the municipality to contract DataFix services.

Electronic Voting Services Agreement

Agreement for eVoting Services made and effective this 4th day of February, 2025

BETWEEN:

TOWNSHIPS OF HEAD, CLARA AND MARIA
15 Township Hall Road, Stonecliffe, K0J 2K0
(herein called “the Municipality”)

- and -

INTELIVOTE SYSTEMS INC.
Of 40 Thornhill Drive, Suite 12, Dartmouth, Nova Scotia, B3B 1S1
(herein called “ISI”)

WHEREAS Intelivote has developed application software, procedures and expertise to provide an electronic voting system incorporating voting through secure wireless, telephone, and internet connections, (“the ISI System”);

AND WHEREAS the Municipality wishes to obtain from ISI the use of the ISI System to conduct its municipal election on the Election Date(s) defined in Article 1 below;

AND WHEREAS ISI and the Municipality wish to set forth the terms applicable to the use of the ISI System for the Municipality’s Election on the Election Date(s);

NOW THEREFORE FOR the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

1. Definitions

- 1.1 “Auditor” – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Event Officials.
- 1.2 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.3 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.4 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.

Electronic Voting Services Agreement

- 1.5 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the eVoting event and to whom a PIN has been provided.
- 1.6 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Event, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer (RO), whose rulings ISI shall be compelled to comply with.
- 1.7 “Election Date(s)”- means the following approximate dates: **October 19-26, 2026**.
- 1.8 “Interactive Voice Response” and “IVR”- means the capability for an Eligible Elector to listen to voting options and to cast a vote(s) through a telephone system including cellular phones.
- 1.9 “Internet Enabled Connection Service”- means the capability for an Eligible Elector to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.10 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.11 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which an Eligible Elector may connect through a telephone, including a cellular telephone, and cast their votes.
- 1.12 “Voting Decision”- means one or more slates of candidates or questions in which an Eligible Elector is entitled to vote in a predetermined manner.
- 1.13 “Voting Window”- means the hours designated by the Municipality during the Election Date(s) during which an Eligible Elector is entitled to cast their vote.
- 1.14 “Website Voting Address”- means an Internet Protocol address to be agreed upon between the Municipality and ISI to which an Eligible Elector may connect through a web browser and cast their votes.

2. Provision of ISI Systems

- 2.1 ISI hereby agrees to provide the use of the ISI System to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

3. Specifications

- 3.1 The ISI System shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI System and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI System shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI System shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- 3.4 Access to the ISI System via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Window unless directed by the Election Officials to extend or reduce the Voting Window.
- 3.5 The ISI System shall, if required, enable the Polling Officials to securely enter in the ISI System the PIN or name of each Eligible Elector at the time they are given a paper ballot at a polling station to vote in person and to determine at such time if any vote has previously been cast using such PIN and to record on the ISI System that a vote has been cast in respect of that PIN;
- 3.6 The ISI System shall enable the Auditor to access the ISI System and cast auditing votes prior to the Voting Window which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI System is functioning properly.
- 3.7 The ISI System shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Window.

- 3.8 The ISI System shall enable ISI personnel to shut down the ISI System and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.9 The ISI System shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

4. Contract Administration

- 4.1 Each party shall designate the name, address, telephone, and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Chris Mosher
Telephone: 902-468-0376
Email: chris.mosher@intelvot.com

The primary Contract Administrator for the Municipality shall be:

Name: Peggy Young-Lovelace
Telephone: 
Email: 

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Atlantic Time (ADT), excluding lunch hours and a reasonable number of days spent out of the office and shall respond within 1 business day of receipt of any request for information or request for decisions that are communicated between the Contract Administrators.
- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.

- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

5. Obligations of the Municipality

5.1 The Municipality shall:

- 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
- 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI system as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
- 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
- 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, assistance locations/polling locations.
- 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

6. Obligations of ISI

6.1 ISI shall:

- 6.1.1. Arrange at its cost, in consultation with the Municipality, for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost, in consultation, with the Municipality for a Website Voting Address capable of handling not less than such

Electronic Voting Services Agreement

- number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI System functioning in accordance with the Specifications set out in Section 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Window;
 - 6.1.4. Perform with diligence, in a timely manner, in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule “A”;
 - 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI system providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI system;
 - 6.1.6. Ensure that the voting instructions are available on the ISI System during the Voting Window;
 - 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Window the results of votes cast for each candidate and question; and
 - 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality if any other communication is demonstrably ineffective to resolve any outstanding issues.
 - 6.1.9. The system is guaranteed to be up and running 99.9% of the time. Should technical issues prevent use of the system, ISI guarantees remedy within 30 minutes Monday – Friday between 8:30 am – 4:30 pm and 8:00 am – 8:00 pm on Election Day (October 26, 2026). Should the system not function, any costs are included in the contract and there shall be no additional consulting fees to remedy.

7. Fee and Payment Terms

7.1 The Municipality agrees to pay to ISI:

- 7.1.1. A minimum services fee equal to \$3,000, (for a municipality with fewer than 1,500 eligible and enumerated electors) in the ISI System on Election Day(s);

- 7.1.2. A services and postage fee equal to \$1.75 per Eligible Elector for the creation, printing, and mailing of single page voter instruction letters with Canada Post;
- 7.1.3. Any fees for additional consulting services described in Schedule “B”;
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
 - a) 30% of the minimum services fee of \$3,000, (\$900) on execution of this Agreement, when invoiced by ISI, based on the number of Eligible Electors as determined by the current list of electors available from Elections Ontario for use in the 2026 Municipal election by the Municipality;
 - b) The services and postage fee of \$1.75, for each voter instruction letter to be sent to each Eligible Elector shall be due and payable when invoiced by ISI, typically two weeks prior to the printing and delivery of the letters, and,
 - c) the balance of the service fee immediately after the final Election Date, when invoiced by ISI.
- 7.1.5. The Municipality shall pay in addition to the fees stated above HST and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

8. Ownership and Rights

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI System and the Municipality is only entitled to the data concerning the election generated by the ISI System and the Municipality shall have no other rights in or further use of the ISI System.

9. Representations and Warranties

- 9.1 ISI represents and warrants that:
 - 9.1.1. Use of the ISI System as described in this Agreement does not infringe the intellectual property rights of any person;
 - 9.1.2. ISI has and will have full and sufficient rights to supply the use of the ISI System during the Voting Window;
 - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high-volume transaction, mission critical solution; and

- 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
- 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
- 9.2 The Municipality represents and warrants that:
 - 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI System for its municipal election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

10. Remedies

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all predetermined out-of-pocket expenses incurred for the planning and delivery of the municipal election in addition to the installments payable pursuant to sub-section 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in sub-section 7.1.4(a) are payable. The services and postage fee for the voter information letter is not required as there will be no service or postage required and thus it will not be billed to the Municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI System had been employed for the municipal election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.
- 10.4 If ISI terminates this Agreement for any reason other than if the Municipality does not meet the terms of the Agreement, no fees shall be payable and any fees under Section 7.1 shall be returned to the Municipality.

10.5 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

11. Force Majeure

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or letter carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

12. Limitation of Liability

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damage suffered by the Municipality. For purpose of this agreement, direct damages shall include but not be limited to any reasonable costs related to having to void or cancel an election and run a new election as a result of the negligence or breach of contract of ISI, including the cost of any third-parties used to complete the new election, and any reasonable costs related to breaches of privacy and the release of personal information. In no event shall ISI be liable for any indirect, consequential, or punitive damage to the Municipality or any other person. In any event, the liability of ISI under this agreement shall not exceed the limit of its insurance.

13. Insurance

13.1 ISI shall have, and maintain for the Term of the contract, technology and cyber insurance, and Commercial General Liability insurance with an occurrence limit and aggregate limit of each, of not less than \$2,000,000. ISI shall provide proof of such coverage, satisfactory to the Municipality, prior to the election.

13.2 ISI represents and warrants that there are no claims and that to the best of its knowledge is not aware of any potential claims with respect to its technology and cyber insurance policy.

14. Miscellaneous

14.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

Electronic Voting Services Agreement

- 14.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 14.3 No delay or omission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 14.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.
- 14.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 14.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.7 This Agreement may not be assigned to any other party without the written consent of the other party.

TOWNSHIPS OF HEAD, CLARA AND MARIA

Per: _____

Per: _____

INTELIVOTE SYSTEMS INC.

Per: _____

Dean Smith – President & Founder

SCHEDULE "A"
Base Services

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration.
- c) Attending online (Zoom, Teams, etc.) organizational committee meetings with the Municipality.
- d) Assist in the development by the Municipality of educational materials for electors including creation of the elector instruction letter providing specific instructions on how to successfully use the electronic voting process.
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the Eligible Elector population to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial eligible elector list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of voter instruction letters.
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the municipal election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out voter instruction letters, then ISI will be responsible for the costs of preparing and mailing out the voter instruction letters.
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the election;
- j) Website development and design including generation of a customized webpage for electors to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification.
- l) Customization and development of all activity associated with configuring the election such as: district setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and

Electronic Voting Services Agreement

- loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality.
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials.
 - n) Training for election HelpLine staff;
 - o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event.

SCHEDULE "B" **Consulting Services**

Additional consulting services that may be required and approved by the municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes
All travel and living expenses will be reimbursed to ISI at cost.



BYLAW NUMBER 2026-03

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

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

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the United Townships of Head, Clara and Maria ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions are more expedient than adopting Bylaws for each decision.

Decision

Council of the Corporation of the United Townships of Head, Clara and Maria decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

Direction

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara and Maria directs as follows:

1. The Confirmatory Period of this By-Law shall be for the Regular Council meeting of February 19, 2026.
2. All By-Laws passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the United Townships of Head, Clara and Maria during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2026-019 this 19th Day of February 2026.

Mayor

Clerk