



The Corporation of the Township of Billings

Council Meeting Agenda

June 20th, 2023 7:00 p.m.

Park Centre – 39 Henry Drive, Kagawong

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Jim Cahill, Councillor

Vince Grogan, Councillor

Michael Hunt, Councillor

Staff

Emily Dance, CAO/Clerk

Tiana Mills, Deputy Clerk

Arthur Moran, By-Law Enforcement Officer

1. Call to Order

Mayor Bryan Barker to call the meeting to order.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

3. Delegation

4. Disclosure of Pecuniary Interest

5. Adoption of Minutes

Motion to adopt the minutes of the following meetings of Council:

5.1. Regular Council Meeting – June 6th, 2023

6. Committee Reports

6.1. Members of Council are provided with an opportunity to report on Committee and Board meetings.

6.2. Manitoulin Planning Board Minutes - May 30th, 2023

7. Staff Reports

7.1. TR-2023-06-07 2023 Water Rates

7.2. TR-2023-06-08 Tax Collection Services

7.3. PW-2023-06-03 Kagawong Water System

7.4. CLK-2023-06-21 Body Worn Camera Policy

7.5. CLK-2023-06-22 Museum Committee Terms of Reference Amendment

8. Old Business

Council members are provided with an opportunity to bring up Old Business items.



9. Correspondence Requiring Direction

- 9.1. Committee Resignations – Bob Clifford (Lake Kagawong Resource Committee and Climate Action Committee) *Council has the option to accept the resignation and advertise to fill the position on one or both of the Committees, leave the position(s) vacant or reduce the number of members on the Committees.*

10. Information

11. Accounts for Payment

- 11.1. Accounts for Payment June 15, 2023

12. By-Laws and Agreements

- 12.1. 2023-50 2023 Water Rates By-Law
12.2. 2023-51 Data Sharing and Services Agreement with MPAC By-Law
12.3. 2023-52 Appointment Deputy Clerk
12.4. 2023-53 Appointment Treasurer
12.5. 2023-54 Appointment Fire Chief
12.6. 2023-55 Appointment Emergency Information Officer
12.7. 2023-56 Designate Head of MFIPPA
12.8. 2023-57 Appointment Public Works Superintendent

13. Notice of Motions

14. Closed Session

15. Confirmatory By-Law

- 15.1. By-Law No. 2023-58 Being the June 20th, 2023 Confirmatory By-Law

16. Adjournment

- 16.1. Motion to Adjourn

Document Accessibility

The Township of Billings is committed to providing information in the format that meets your needs. We have made every attempt to make documents for this meeting accessible but there may still be difficulty in recognizing all the information. Please contact us if you require assistance and we will make every attempt to provide this information in an alternative format.

Please note that third party documents received and found within this document will not be converted to an accessible format by the Township of Billings. However, upon request, we will attempt to obtain these documents in an appropriate accessible format from the third party.

For assistance or to make a request please call (705) 282-2611 or email tmills@billingstwp.ca



The Corporation of the Township of Billings
Council Meeting Minutes
June 6th, 2023 7:00 p.m.
Park Centre – 39 Henry Drive, Kagawong

Council

Bryan Barker, Mayor
David Hillyard, Deputy Mayor
Jim Cahill, Councillor
Vince Grogan, Councillor
Michael Hunt, Councillor

Staff

Emily Dance, CAO/Clerk
Arthur Moran, By-Law / Health and Safety

1. Call to Order

Mayor Barker called the Council meeting of the Township of Billings to order at 7:00p.m.

2. Presentation of the 2023 Senior and Volunteer of the Year Awards

Mayor Barker commented that Volunteers are the heart of our community- not only do they donate their time and effort, but their commitment to helping builds a better community.

Mayor Barker announced the Volunteer of the Year and Senior of the Year, for the Township of Billings.

2023 Senior of the Year recipient for the Township of Billings, Mr. Wayne Aelick.

Mayor Barker read the words from the nominator for Senior of the Year "This individual has dedicated his life to raising funds to support many wonderful causes. At present he is focused on raising monies and promoting awareness for Organ Transplants, specifically for the Liver Foundation. He has tirelessly worked creating rustic wood products such as bat and bird houses, all proceeds go to support his cause. For many years he has organized and leads the "Walk for Liver" here in Kagawong and is living proof that organ donations work"

2023 Volunteer of the Year recipient for the Township of Billings, Brad MacKay
Mayor Barker read the words from the nominator for Volunteer of the Year



“This individual has volunteered with the Billings Fire Department, the Billings Museum Committee for the Old Mill Heritage Centre and the Post Office Museum, during “ Canada 150”, recreated former Prime Minister Lester Pearson’s office for a display inside the Old Mill Heritage Centre, he participated in the development of “Mariner’s Park”, built a barn and a replica Blacksmith Shop to display exhibits, renovated half the museum to give space for the “Empress of Ireland” and for this season has reinvented space to make way for a new camera and photo exhibition. This individual can always be counted on to offer help, advice and labour for public events such as the Remembrance Day Ceremonies. At other public events, he’ll provide his own sound system or flip burgers for a BBQ fund raiser, he was instrumental in helping with the revamping of the “Church on the Hill” for public events, and when Christmas time comes around, you can count on him to display thousands of Christmas lights and decorations on his home and property and provide a radio frequency to hear Christmas music as one approaches this mammoth display for the community to drive by and enjoy. He has also been involved with the Manitoulin Navy League and Sea Cadets.”

Mayor Barker recognized National Indigenous History Month

June marks the start of National Indigenous history month with June 21 being National Indigenous Peoples Day – we are reminded that the Township of Billings is situated on treaty land that is steeped in the rich Indigenous history of the Ojibwe, Odawa, and Pottawatomi peoples. Mnidoo Mnising/Manitoulin Island is sacred to the Anishinaabe people and the stewardship of the land and water that surrounds us. It is the thing that binds us. Today and always the Township of Billings acknowledges the United Chiefs and Councils of Manitoulin (UCCMM) on whose traditional territories outlined by the 1862 Manitoulin Island Treaties and the unseeded territory of Wiikwemkoong which, make up the land that is called Manitoulin Island and where we all call home. May we continue our commitment to shared values, respect, positive relationships and our and in our commitment to protect and preserve our shared natural assets and be led by the principles outlined in the 1990 Friendship Treaty, Maamwi Naadmaading Accord.
Miigwech

3. Approval of Agenda

3.1. Confirm approval of the agenda.

2023-282

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby approves the Agenda as presented.

Carried.



4. Disclosure of Pecuniary Interest

"I, Councillor Michael Hunt, declare a potential pecuniary interest on Agenda Item No.: 7.2 Item Title: Zoning By-Law Amendment (Guest Cabin) for the following reason: I have a Guest Cabin on my Property."

"I, Councillor Michael Hunt, declare a potential pecuniary interest on Agenda Item No.: 10.2 Item Title: Kagawong Post Office Hours for the following reason: I am the Postmaster for the Community."

5. Adoption of Minutes

Motion to adopt the minutes of the following meetings of Council:

5.1. Regular Council Meeting – May 16th, 2023

5.2. Special Council Meeting – May 25th, 2023

2023-283

Moved by Grogan Seconded by Cahill

THAT the May 16th, 2023 Regular Council Meeting Minutes and May 25th, 2023 Special Council Meeting Minutes be adopted as presented.

Carried.

6. Committee Reports

6.1. Members of Council are provided with an opportunity to report on Committee and Board meetings.

6.2. April 24, 2023 Parks Recreation and Wellness Committee Minutes

2023-284

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby receives for information all items listed in Section 6.

Carried.

7. Staff Reports

7.1. BE-2023-06-08 PPE for By-Law Enforcement

2023-285

Moved by Cahill Seconded by Grogan

THAT the Township of Billings Council hereby approves Report Number BE-2023-06-08 AND supports the implementation of the usage of body-worn cameras by By-Law Enforcement Officers during investigations and within the course of their operations AND FURTHER directs staff to bring forward a Body Worn Camera Policy for consideration.

Carried.

7.2. BP-2023-06-04 Zoning By-Law Amendment (Guest Cabin)

2023-286

(Councillor Hunt declared a pecuniary interest and left the meeting.)

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report BP-2023-06-04 AND approves initiating the process for a Zoning By-Law Amendment for the following:

1. Amend to permit a guest cabin for human habitation where a dwelling is a permitted use
2. Add Regulations for all zones to include a minimum floor area per dwelling unit be a minimum size of 17.5 sq.m (188 sq/ft)

Carried.

By consensus of Council, item 10.2 Kagawong Post Office Hours was brought forward for consideration and received.

7.3. CAO-2023-06-12 Statutory Officials

Councillor Hunt returned to the meeting

2023-287

Moved by Grogan Seconded by Cahill

THAT the Township of Billings Council hereby approves Report CAO-2023-06-12 AND approves the Appointment of Statutory Officials and Township Employees as included in the report AND FURTHER authorizes the appropriate By-Laws coming forward.

Carried.

7.4. CAO-2023-06-13 AMO Delegation

2023-288

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CAO-2023-06-13 AND directs staff to request a delegation(s) with the Ministry of Northern Development and Mines regarding Climate Change and the Environment AND with the Ministry of Municipal Affairs and Housing regarding the housing shortage.

Carried.

7.5. CLK-2023-06-18 MPAC Data Sharing and Services Agreement

2023-289



Moved by Grogan Seconded by Hunt

THAT the Township of Billings Council hereby approves Report CLK-2023-06-18 AND approves the data sharing and services agreement with the Municipal Property Assessment Corporation AND FURTHER authorizes the appropriate By-Law coming forward.

Carried.

7.6. CLK-2023-06-19 Voter List Management Services Agreement
2023-290

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CLK-2023-06-19 AND authorizes entering into an agreement with Comprint Systems Incorporated "DataFix" for an Election Management System AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Carried.

7.7. CLK-2023-06-20 Master Services Agreement – Northern 911
2023-291

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CLK-2023-06-20 AND approves entering into a Master Services Agreement with Northern 911 to provide Emergency Response Centre Services AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Carried.

8. Old Business

Nothing noted.

9. Correspondence Requiring Direction

9.1. Invitation from the Museum Committee

Members of Council are invited for a personal tour of the new exhibits. To schedule a tour please contact Rick Nelson, Museum Curator directly at oldmillheritage@billingstwp.ca

10. Information

10.1. OCWA Council Tour of Water Treatment Plant

Members of Council will be touring the Water Treatment Plant on July 6, 2023 at 3pm. *(Notice as per the policy notice will be posted on the Township website)*

10.2. Kagawong Post Office Hours *(discussed following item 7.2)*



-
- 10.3. Sudbury-Manitoulin District Services Board 2022 Financial Statements
10.4. Sudbury-Manitoulin District Services Board 2023 First Quarter Activity and Financial Report

2023-292

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby receives for information all items listed in Section 10.

Carried.

11. Accounts for Payment

- 11.1. Accounts for Payment May 30th, 2023

2023-293

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby approves, ratifies, and confirms the May 30th, 2023 Accounts for Payment as presented.

Carried.

12. By-Laws and Agreements

- 12.1. 2023-45 EXP Engineering Services (Old Mill Road Bridge) By-Law

2023-294

Moved by Grogan Seconded by Hunt

THAT By-Law 2023-45 being the Old Mill Road Bridge Engineering By-Law be read a first, second and third time AND finally passed this 6th day of June, 2023.

Carried.

- 12.2. 2023-46 Master Services Agreement – Northern 911 By-Law

2023-295

Moved by Grogan Seconded by Cahill

THAT By-Law 2023-46 being the Northern 911 Master Services Agreement By-Law be read a first, second and third time AND finally passed this 6th day of June, 2023.

Carried.

- 12.3. 2023-47 Voter List Management Services Agreement By-Law

2023-296

Moved by Hunt Seconded by Hillyard

THAT By-Law 2023-47 being the Voter List Management Services Agreement By-Law be read a first, second and third time AND finally passed this 6th day of June, 2023.

Carried.



12.4. 2023-48 Committee Appointment Amendment By-Law
2023-297

Moved by Hunt Seconded by Grogan

THAT By-Law 2023-48 being the Committee Appointment Amendment (1) By-Law be read a first, second and third time AND finally passed this 6th day of June, 2023.

Carried.

13. Notice of Motions

None noted.

14. Closed Session

2023-298

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(a)] The security of the property of the municipality – Cyber Security AND FURTHER returns to open session upon completion.

Carried.

15. Report out of Closed Session

2023-302

Moved by Hunt Seconded by Grogan

THAT Mayor Barker reported a closed meeting was held where staff was given direction regarding the security of the property of the municipality – Cyber Security.

Carried

16. Confirmatory By-Law

16.1. By-Law No. 2023-49 Being the June 6th, 2023 Confirmatory By-Law
2023-303

Moved by Grogan Seconded by Cahill

THAT By-Law No. 2023-49 being the June 6th, 2023 Confirmatory By-Law be read a first, second and third time AND finally passed this 6th day of June, 2023.

Carried.

17. Adjournment

17.1. Motion to Adjourn

2023-304

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby adjourns at 8:49 p.m.



Carried.

Mayor Bryan Barker

CAO/Clerk Emily Dance



MANITOULIN PLANNING BOARD

40 WATER STREET - UNIT 1 - P.O. BOX 240 - GORE BAY - ONTARIO - P0P 1H0

☎ 705-282-2237 ☎ 705-282-3142

May 31, 2023

MINUTES OF PLANNING BOARD MEETING - May 30th, 2023

At a Meeting of the Manitoulin Planning Board held at the Planning Board Office, Gore Bay, Ontario, on Tuesday, May 30th, 2023, the following Members of Planning Board were present:

- | | | | |
|----|-------------|----|--------------|
| 1. | L. Hayden | 6. | B. Barker |
| 2. | D. Osborne | 7. | T. Mackinlay |
| 3. | J. DeForge | 8. | R. Brown |
| 4. | D. McDowell | 9. | R. Stephens |
| 5. | K. Noland | | |

Regrets: D. Head

There were no other interested parties or members of the general public or press in attendance.

The Meeting was called to Order at 7:00 P.M. by Chair L. Hayden, who welcomed all present.

The Chair asked if there were any Board Members who wished to declare a conflict of interest with any of the items listed on the agenda or having to do with the previous Board Meeting held on April 25th, 2023.

There were no conflicts declared.

1. ORDER OF BUSINESS

The Chair requested the adoption of the order of business.

MOTION

It was moved by T. Mackinlay and seconded by R. Brown that the Order of Business be adopted
- Carried.

2. MINUTES OF PREVIOUS BOARD MEETING - April 25th, 2023

The Chair announced that the Minutes of the Board Meeting held on April 25th, 2023 had been circulated to the Board Members and requested that any errors or omissions be stated.

A motion was moved by D. McDowall and seconded by D. Osborne that the Minutes be adopted,
- Carried.

BUSINESS ARISING FROM THE MINUTES OF THE PREVIOUS BOARD MEETING - April 25th, 2023

There was none.

3. VARIABLE EXPENDITURES

Board Member, R. Stephens who was not present at the April 25th, 2023 Board Meeting asked if the cost for the Audit was about the same as in past years, as it seemed high.

The Secretary-Treasurer explained that the invoiced amount was considerably higher this year due to some unforeseen costs which included an increased annual inflation of 5-7% from the previous year; a one time revised auditing standard fee of \$530.00; and extra billable hours to make various posting adjustments/corrections in the amount of \$2400.00. This resulted in an increase of about \$4227.00 from the previous year.

There were no other questions of the variable expenditures as circulated.

MOTION

It was moved by B. Barker and seconded by K. Noland that the variable expenditures be accepted as presented,
- Carried.

Board Minutes
May 30th, 2023 - Continued

4. PRESENTATION OF APPLICATION FOR AMENDMENT - TOWNSHIP OF ROBINSON

Following the Public Meeting which was closed by Chair, L. Hayden, the Secretary-Treasurer presented the following Amendment Application:

File No.:	2022-05ZBL-23-001
Applicant/Owners:	Jeffrey Pastorius and Ellie Cook
Agent:	Hugh McLaughlin
Property Description:	Part Lot 10, Conc. X, Surveyed as Part 1, Plan 31R-2211 Township of Robinson District of Manitoulin

A Zoning Amendment Application has been received from Hugh McLaughlin on behalf of Jeffrey Pastorius and Ellie Cook to permit a seasonal dwelling in a Rural (R) Zone.

Zoning By-law No. 2022-05, under Section 14.0 - Rural (R) Zone does not permit a seasonal dwelling unless it has existed prior to November 28th, 1978 or is erected on a lot to which a consent has been given. Hunt camps are only permitted on land that is a minimum of 10 Hec. In size. Therefore an Amendment to the Zoning By-law is required.

This ±2.4 Hec. shoreline lot, which has been in the owners' possession since March 2021, is an existing lot of record. There are currently no structures on this land.

During the preliminary review of the application Escarpment Lands were identified within the subject land. A slope stability analysis is required to conform to the policies of the Official Plan Section D.5-4 which states in part:

' Prior to the erection of construction of any building, structure, or facility within the Escarpment Area, reports from a professional engineer, landscape architect, and or an ecologist must be submitted and approved by the Planning Board, municipality, and the Province. Any development within 60 metres of the brow or base of the escarpment must have a slope stability analysis prepared by a qualified professional engineer.'

A Senior Geotechnical Engineer attended the site on Friday, October 14th, 2022 to review the site and a report was provided from Exp Services Inc. In conclusion, the following comments were included in the Report:

' Based on the visual slope inspection and measured slope angles, the slope in the area of the proposed structure is comprised of predominantly competent bedrock is considered to be stable, and the seasonal structure can be constructed on the proposed location founded on bedrock, without the requirement of slope stabilization measurers.

It should be noted that in order to protect the slope, minimal tree clearing should be completed as noted on the attached drawing. Remaining vegetation on the slope will provided additional stability and prevent future erosion from occurring.'

The sketch provided by Exp Services Inc. Will be used to form part of the By-law Amendment, which identifies the location for the proposed seasonal dwelling of 55.7 sq. m. in size having a front yard setback of 43.8 m.; a rear yard setback of 76.9 m.; a westerly side yard of 190.6 m.; and an easterly side yard setback of 76.9 m.

The application was circulated on March 22nd, 2022 to the Wiikwemkoong Unceded Territory and to the United Chiefs and Councils of Mnidoo Mnising (UCCMM), as per Official Plan Policy F.5 - Consultation and Engagement.

Saul Bomberry, UCCMM, advised via email on April 27th, 2023 that they have reviewed the application and have no comments to submit at this time.

The Wiikwemkoong Unceded Territory have no advised of any concerns.

The application to amend Zoning By-law No. 2022-05 was circulated on May 5th, 2023 to the Township of Robinson Local Roads Board, Ontario Power Generation, Metis Nation of Ontario, the Rainbow and District School Board, Bell Canada, and to all property owners within 120 metres as required by Ontario Regulation 545/06.

Board Minutes
May 30th, 2023 - Continued

APPLICATION FOR AMENDMENT FILE No. 2022-05ZBL-23-001 - Continued

An email of support was received from Randy and Lori Walker, neighbours to the west, on May 18th, 2023.

A request for a copy of the Notice was received from Jennifer Szabo on behalf of Steven Szabo, landowner of Part Lot 10, Conc. X. She did not advise of any concerns.

There was a visit to the Planning Board Office from Paul Leigh on behalf of his wife Heather Leigh, Steven Szabo and Deborah Foreman, landowners of Part Lot 10, Conc. X, on May 19th, 2023 requesting clarification of the legal description/survey and size of the land subject to amendment. Mr. Leigh visited to Office again on May 23rd, 2023 and advised that they had no concerns with the Amendment Application and would not be disputing the survey Plan 31R-2211.

The applicants access their property via Cook's Dock Road, a seasonally maintained road.

The Robinson LRB advised via email on March 31st, 2023 that:

'Robinson Local Roads Board has reviewed the Zoning Amendment Application (Pastourius & Cook) requesting an amendment to permit a seasonal dwelling in a Rural Zone, which is not currently a permitted use.

Please be advised that the LRB has no issue with the zoning amendment to allow the building of a seasonal dwelling, but does wish to advise the applicants that the Cook's Dock Road is not a year-round maintained road, and is therefore not plowed or maintained during the winter. The applicant is also advised to contact the LRB Chair (Mr. Eric Thiessen) to discuss the location of the driveway entrance and placement of a culvert (if required). The cost of the culvert and installation will be the responsibility of the owner.'

Servicing will consist of a private individual septic system and water supply from Lake Huron.

The Public Health Sudbury and District (PHSD) conducted a site visit to the property and have advised they have no concerns.

Hydro One advised that they have no concerns and that there is no hydro services at this location.

Bell Canada did not advise of any concerns.

Fire Protection is available by the Robinson Township Volunteers.

Garbage Collection is available through the Robinson Local Services Board.

The lands subject to this proposal will remain designated as being within a Rural Area and all Official Plan Policies applicable thereto will continue to apply.

The subject land is to remain as presently zoned as Rural (R) Zone. This proposal to amend Zoning By-law No. 2022-05, if approved, will permit a 55.7 sq. m. seasonal dwelling to be located and used on a site specific basis, having the recommended setbacks as per the Report provided by Exp Services Inc. and as identified on the Schedule 'A' to the By-law.

The Provincial Policy Statement (PPS) 2020 states under:

Section 2.1. - Natural Heritage states under 2.1.1:

' Natural features and areas shall be protected for the long term.'

Section 2.1.8 2.2 states:

' Development and site alternation shall not be permitted on adjacent lands to the natural heritage features or areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.'

Section 1.1.5.1 states:

'In rural areas located in a territory without municipal organization, the focus of development activity shall be activities and land uses related to the management or use of resources and resource-based recreational activities.'

Board Minutes
May 30th, 2023 - Continued

APPLICATION FOR AMENDMENT No. 2022-05ZBL-23-001 - Continued

There does not appear to be any adverse impacts to policies expressed by the Provincial Policy Statement 2020. This proposal appears to be consistent with the Provincial Policy Statement 2020.

There have been no other concerns, objections or comments received from the property owners or the agencies circulated.

The Secretary-Treasurer explained that In order to comply with the Zoning By-law No. 2022-05, and the Escarpment Policies of the Official Plan, and the Natural Heritage Policies of the Provincial Policy Statement 2020, and the recommendation of Exp Services Inc., the proposed seasonal dwelling (±6.1 m. X ± 9.14 m.) may be permitted on a site specific basis with minimal tree removal.

The required Public Meeting was held by the Manitoulin Planning Board on Tuesday, May 30th, 2023 at 7:02 p.m., prior to the presentation of the application.

Discussion included:

- wildland fire hazard policies vs escarpment policies; with little tree removal there is a potential fire hazard but would have no negative impact on the Escarpment land; catch 22; Stability Report has been done; only the removal of a few trees is recommended; what is considered to be minor tree removal;; appears the driveway and culvert are already in place; There was no one in attendance at the Public Meeting to speak on behalf of or opposition to the application.

The Secretary-Treasurer then read the following By-law for the Board's consideration:

BY-LAW NO. 2023- 002

Being a By-law of the Manitoulin Planning Board to amend Zoning By-law No. 2022-05 the comprehensive Zoning By-law for the Townships of Robinson and Dawson.

Whereas the Manitoulin Planning Board has been granted the authority by Ontario Regulation 159/96 deeming Ontario Regulation 672/81, a Minister's Zoning Order, to be and to always have been a By-law of the Manitoulin Planning Board under Section 34 of the Planning Act.

And Whereas the Manitoulin Planning Board has ensured that adequate information has been made available to the public and has held at least one (1) public meeting after due notice for the purpose of informing the public of this By-law.

And Whereas the Manitoulin Planning Board deems it desirable to amend Zoning By-law No. 2022-05 under Section 34 of the Planning Act, Chapter p.13, R.S.O., as amended.

Now Therefore, the Manitoulin Planning Board enacts the following:

- (1) Despite requirements of the Zoning By-law No. 2022-05 under Section 14.0 - Rural (R) Zone permits one seasonal dwelling having a minimum ground floor area of 55 square metres to be used and located as identified on the attached sketch (Schedule A) having a minimum front yard setback of 43.8 metres, within land described under Subsection (2);
- (2) Subsection (1) applies to that parcel of land in the geographic Township of Robinson, in the District of Manitoulin, described as Part Lot 10, Conc. X, Surveyed as Part 1, Plan 31R-2211 (Cooks Dock Road), as registered in the Land Registry Office for the Registry Division of Manitoulin (31).
- (3) All other permitted uses and provisions of Zoning By-law No. 2022-05 which apply to the Rural (R) Zone, shall continue to apply to the lands as described previously under Subsection (2) of this By-law.
- (4) That it is hereby certified that this amending By-law is in conformity with the Official Plan for the District of Manitoulin.
- (5) Schedule "A" hereto attached shall be considered to be part of this By-law.
- (6) This By-law shall come into force and take effect on the date of its final reading subject to the expiration of the 20 day appeal period, provided in Section 34(19) of the Planning Act and subject to the approval of the Ontario Land Tribunal (OLT) where objections to this by-law are filed with the Secretary-Treasurer of the Manitoulin Planning Board.

Board Minutes
May 30th, 2023 - Continued

MOTION

It was moved by T. Mackinlay and seconded by R. Stephens that By-law No. 2023-002 be approved, as read,

- Carried.

5. PRESENTATION OF APPLICATIONS FOR CONSENT

The Chair announced that the application for consent to sever would now be heard.

Note: For the sake of continuity the details and decisions of the presentations will be so recorded in the usual fashion toward the end of the Minutes.

6. GENERAL, REGULAR AND NEW BUSINESS

a) Provincial Appointments to the Manitoulin Planning Board

The Secretary-Treasurer reported that interviews have been started by the Ontario Ministry of Municipal Affairs and Housing. She has not received any notification as of yet, as to the Provincial Appointments to the Manitoulin Planning Board.

Board Member, T. Mackinlay, advised that he had not reapplied.

b) Ministry of Municipal Affairs and Housing (MMAH) - Special Business Case Funding Report for Zoning By-law No. 2022-05 for the Townships of Robinson and Dawson

The Secretary-Treasurer advised that the Ontario Ministry of Municipal Affairs and Housing (MMAH) requires the Planning Board to pass a Resolution to accept the Business Case Funding Report that she had prepared, in the amounts of \$5,091.00 and \$11,036.00 which has been received from the MMAH.

The following motions resulted:

MOTION

It was moved by T. Mackinlay and seconded by D. Osborne that the Manitoulin Planning Board supports and accepts the Financial Report for Special Business Case Funding 2021-2022 and 2022-2023, prepared by the Secretary-Treasurer in the total amount of \$16,127.54, to be submitted to the Ministry of Municipal Affairs and Housing, as per the contract(s),

- Carried Unanimously.

MOTION

It was moved by B. Barker and seconded by K. Noland that BE IT RESOLVED the motion be adopted as read,

- Carried Unanimously.

c) Official Plan Amendment No. A-3 for Area Wide Natural Heritage System Strategy

The Secretary-Treasurer informed the Board that she has forwarded the Municipal Resolutions and Adopting By-laws on behalf of the eight (8) member Municipalities to the Ontario Ministry of Municipal Affairs and Housing (MMAH) for Official Plan Amendment A-3 for the Natural Heritage System Strategy (NHSS).

Application File No.: B01-23 No. of Members Present: 9
Date of Decision: [January 31, 2023 - deferred] [February 28, 2023 -deferred]
[April 25, 2023 - deferred] May 30, 2023
Location of Property: Part Lot 11 and Lot 12, Conc. IV, Township of Tehkummah,
District of Manitoulin

DECISION

The purpose of this application made under Section 53(1) of the Planning Act by John and Linda Albrecht is to provide for the creation of a new lot having a frontage of ± 42.7 M. on the 10th Side Road, a maintained municipal road, and a depth of ± 243 M., thereby containing an area of ± 1.04 Hec. (± 2.5 Acres). There are no structures on this land. According to the application a private Amish Cemetery and storage shed are proposed for the new lot.

The land to be retained has frontages of ± 425.5 M. and ± 441.6 M. on the 10th Side Road, a maintained municipal road and ± 804 M. on the non-maintained road allowance between Concession IV and V, and a depth of ± 804 M., thereby containing an area of ± 79 Hec. The applicants' dwelling, barn and accessory shed are located within this land. Farm related residential uses are proposed to continue.

Services for the retained land consist of an existing private individual septic system and an existing private well. There are no services required for the severed land at this time.

The Public Health Sudbury and District (PHSD) have advised that they have no concerns as it appears that the retained lot is capable of development for installation of a septic tank and leaching bed system.

Access for the retained land is via an existing entrance, #881 the 10th Side Road, a maintained municipal road. Access for the severed land will also be via the 10th Side Road.

The subject land has been designated as Rural Area and Prime Agriculture Area and zoned Rural (R) and Agriculture (A). The proposed new lot is within a Rural Area and an Agriculture (A) Zone.

Lloyd Albecht, agent for the application, was advised that an Amendment to the Zoning By-law No. 80-02 for the Township of Tehkummah may be required to permit a private cemetery and a storage shed that is not accessory to a dwelling, on the proposed new lot.

There is a drain catchment area identified within the southerly \pm half of the retained land, known as the McCauley Drain Extension.

Mr. Albrecht was advised that a reassessment under Section 65 of the Drainage Act may apply.

There is a livestock facility located within the retained land and a livestock facility within the abutting lot to the west, being Lot 13, Conc. IV. The farm related structures meet the requirements of the Minimum Distance Separation (MDS) Formulae as required by the Ministry of Agriculture Food and Rural Affairs (OMAFRA). The severed land is outside the area of influence.

The application was circulated on January 6th, 2023 to the Township of Tehkummah, Bell Canada, and to all property owners within 60 metres, and by the posting of a notice, clearly visible and legible from a public highway or other place to which the public has access, as required by Ontario Regulation 197/96.

An email was received from Ross Arnold, abutting land owner to the north, being Lot 11, Conc. III:

To: Planning Board personnel

I own the property just north of and adjacent to the property in question. I would just like to add information to be considered by the board and the applicants. The southeast corner of my property lot 11 con III is where I installed a culvert and gate for access to the southern end of the property. The ground in this corner of my property is much lower than the level of 10th side road and required a fair amount of gravel to bring it level with the roadway. It is extremely wet in the spring because a drainage ditch running from Tehkummah village on the east side of 10th side road crosses under the road and onto my property. The ditch is near parallel to 10th side road and at the south end of the property takes a 90 degree turn towards 10th side road and drains into the ditch and land in that southeast corner. In addition to this water, water from the higher ground to the west and north of the property runs toward the southeast corner. In most years the south side of my property stays wet well into late spring. The spring I installed the gate the ground water was very evident in the post holes I dug. This is a very low lying area that drains south.

Application File No. B01-23- Continued
January 31, 2023

The email was forwarded to the deputy clerk-administrator, Township of Tehkummah, on January 17th, 2023.

The deputy clerk-administrator for the Township of Tehkummah, advised that the Township recommends that Consent to Sever be granted with no specific conditions. She noted that the development proposal is in conformity with their Zoning By-law No. 80-02 and that Section 65 of the Drainage Act does not apply.

The Secretary-Treasurer requested additional comments, via email on January 8th, 2023, for further clarification, as follows:

'I was reviewing the application for Mr. and Mrs. Albrecht this morning. In review of the questionnaire you returned:

Does a private cemetery and a storage shed that is not accessory to a dwelling conform to your current By-law? You have answered Yes to this question. Would your Council recommend a Zoning Amendment to conform?

There is a municipal drain extension traversing the subject land, as shown on our sketch. Just to confirm, is this a municipal drain? Would Section 65 of the drainage Act apply?

Further to the email received from Mr. Arnold that I forwarded to you on January 17th, 2023, does Council see any access or safety concerns? Would Council have any recommendations?'

The deputy clerk-administrator advised via email on January 31st, 2023 that she sent Albrecht's application to their Drainage Engineer for his comments re the water situation but had not heard back yet from the Drainage Engineer about the water issue near the Albrecht property.

Mary McCartney, Bell Canada, advised via email on January 10th, 2023 that Bell Canada does not have any comments or concerns regarding the application.

There were no other inquiries or concerns received as a result of circulation to property owners within 60 metres or the posting of the notice.

There was no one in attendance who wished to speak in support or opposition to the application.

During consideration of the application the Board were in agreement that information from the drainage engineer was required and that answers to the questions posed by the Secretary-Treasurer are required from the Municipality. Also, that additional information about the Cemeteries Act and the Bereavement Society of Ontario was needed to better understand the process as the Board have not approved a lot for a private cemetery in the past.

John DeForge, Board Member and Reeve for the Township of Tehkummah, was in agreement that additional information was needed from the drainage engineer. He did not have any concerns with a deferral of Decision.

In consideration of the information presented, and the discussion had, a motion was made and duly seconded and carried that Decision for the application be deferred to allow additional time for the Township of Tehkummah to provide their comments including those regarding the drainage and for additional information to be provided regarding the Cemeteries Act and the Bereavement Society of Ontario and the regulations for a private cemetery.

February 28, 2023

The Secretary-Treasurer informed the Board that she had spoken with Ms. Gil Glover, Bereavement Authority of Ontario (BAO) and she informed her that the Cemeteries Act and the Cremation Act have been replaced and the Authority is now under the BAO. Under the Funeral, Burial and Cremations Services Act (FBCSA) 2002, a Cemetery Operator Licence is required to operate a cemetery. An application form is to be completed and sent to the BAO for approval. However, it cannot formally begin without the zoning and severance in place as these are a critical part of the application.

Mr. Albrecht, applicant, advised that he has received the application form from the BAO and will be completing it, once the severance application and re-zoning application have been received.

Application File No. B01-23 - continued
February 28, 2023

The Secretary-Treasurer had requested municipal comments and Barbara Grigg, Deputy Clerk-Administrator provided the following email on February 28th, 2023:

' Unfortunately both the Drainage Engineer and Superintendent have been unavailable due to medical issues and a death in the family so were unable to address this earlier.

We request that the Planning Board defer this decision pending written confirmation from the Drainage Engineer addressing a culvert, driveway, the size of the lot to be severed, soil depth and that test holes be dug in the area of the proposed burial plots.

I will contact the applicants and obtain further information on the drainage prior to your next meeting. Thanks for your patience.'

Board Member J. Deforge, representative for the Township of Tehkummah, was not present to speak to the application.

Perry Chatwell, Road Superintendent, for the Township of Tehkummah was present and spoke to the Application. He advised the Board that the Township has requested a deferral of the application to discuss the proposed severance with the Drainage Engineer. He explained that the north-west portion of the proposed new lot is high and dry and that would be a suitable location for the burial sites. He also commented that the lot may need to be made larger to accommodate any future expansion.

In consideration of the request from the Township of Tehkummah, a motion was made and duly seconded and carried that Decision for the application be deferred to allow additional time for the Township to provide their comments in regards to a culvert, a driveway, the size of the lot to be severed, the soil depth, and test holes to be dug, from the Drainage Engineer,

- Carried Unanimously.

April 25, 2023

The Secretary-Treasurer advised that she had requested an update from the Clerk-Administrator for the Municipality of Tehkummah on April 6th, 2023 and April 25th, 2023. The Clerk had not yet provided any comments.

L. Albrecht, applicant, advised by telephone on April 24th, 2023 that the Drainage Engineer had been out to the property and is to report back to the Municipality.

Board Member J. Deforge, representative for the Township of Tehkummah, confirmed on April 25th, 2023 that the Drainage Engineer had been to the property and that the municipality will be providing their comments to the Planning Board soon.

As a result of the information provided a motion was made and duly seconded and carried that Decision for the application be deferred to allow additional time for the Township to provide their comments in regards to a culvert, a driveway, the size of the lot to be severed, the soil depth, and test holes to be dug, from the Drainage Engineer,

- Carried Unanimously.

May 30th, 2023

The Secretary-Treasurer advised that she could provide the Board with an update on the application, to date, since the first presentation in January 2023. The Board requested her to do so, which she provided.

The Secretary-Treasurer advised that she had requested comments from the Clerk-Administrator for the Municipality of Tehkummah as follows:

May 23rd, 2023

' Good Morning Barbara,

We have our next Board Meeting coming up on Tuesday, May 30th, 2023.

As per the Township's request, Decision of the Planning Board has been deferred on February 28th, 2023 and again on April 25th, 2023 pending municipal comments.

Please update the questionnaire and provide us with your Township comments at your earliest convenience, for Planning Board's consideration. Thank you.

May 30th, 2023

' Hello Barbara,

Our Board Meeting is this evening.

If possible, please forward me a corrected questionnaire sheet as well as written confirmation that your concerns have been addressed, as per your requested deferral, before 4:30 p.m. today. Thank you.'

Application File No. B01-23 - continued
May 30th, 2023

The Clerk-Administrator, via email on May 30th, 2023 returned the original questionnaire with no changes and advised that:

'Hi, Theresa.

Have no concerns with the Cemetery going in as per the application. Drainage Engineer confirms that the elevation is fine.'

For further clarification, the Secretary-Treasurer sent the following email to the Clerk-Administrator on May 30th, 2023:

'Hello Barbara,

In review of your recent email this afternoon, I have a few questions/queries that need some clarification, please:

The Municipality has asked for a deferral of the Decision to discuss with the Drainage Engineer and to address a culvert, a driveway, the size of the lot to be severed, the soil depth, and test holes to be dug. Your comment is that the Drainage Engineer has no concerns with elevation. Have all of your concerns been addressed? Please confirm.

You have indicated on the questionnaire that the proposed severance conforms to your Zoning By-law. Your Zoning By-law has a definition for a 'cemetery'. Is a 'private cemetery' permitted in the Agriculture Zone? Does a shed that is not accessory to a dwelling conform to your Zoning By-law? Is an to your Zoning By-law (Amendment Application) required?

You have indicated that there is no municipal drain traversing the property?

Does the McCauley Drain, as indicated on the application sketch, not traverse the property? Is this not a municipal drain? If so would Section 65 of the drainage Act not apply? You have indicated that the Township does not foresee and safety concerns with the access.

You have previously commented that you may have concerns with a culvert, a driveway; Is a culvert required? Would the Township issue an entrance permit at this location. I would appreciate your comments at your earliest convenience. Thank you.'

Due to the lateness of the emails on May 30th, 2023 the Municipality did not have a chance to review her last email or to provide a response.

Board Member J. Deforge, representative for the Township of Tehkummah, spoke to the application. He advised that the elevation was about seven feet higher at the westerly part compared to the easterly part of the new lot along the municipal road; in the Spring it was a little wet along the road; there is a driveway and culvert for the lot to the north already in place; was unsure if there was a drain or catchment area traversing the property; test holes had been dug by the Drainage Engineer and no concerns were known; the size of the lot appears to be suitable for the cemetery plots and the horse and buggies. He was not in favour of another deferral, if at all possible.

In consideration of the Application the Board discussed:

- the Bereavement Authority of Ontario (BAO) is in control of permitting the cemetery; they will conduct a site visit to determine if the land is suitable due to potential wet areas, soil depth, size, etc; if the lot is not suitable then the cemetery would not be permitted; 928 plots are proposed; the lot is zoned Agriculture and only Agriculture uses are permitted without an amendment to the Zoning By-law; an amendment approval is required for a Cemetery and for the proposed shed that is not accessory to a dwelling; If for some reason the cemetery is not approved a residential lot would only be permitted with a Zoning Amendment approval; the Municipality and/or the Building Official will enforce conformity to their Zoning By-law not the Planning Board.

The Secretary-Treasurer was instructed to follow up with the BAO to clarify if the By-law Amendment Application and the Consent to Sever Application are required to be completed before the operator licence is issued.

After a lengthily discussion the Board were in agreement that another deferral should be avoided and that they had enough information to approve a conditional Consent to Sever Application.

Application File No. B01-23 - continued
May 30th, 2023

Consent is tentatively granted subject to the following conditions:

The following documents must be submitted to the Secretary-Treasurer of the Board within two years from the date of the notice of decision for certification:

- a) the Transfer of Land form(s) prepared by a solicitor/lawyer, and
- b) a Schedule to the Transfer of Land form on which is set out the entire legal description of the parcel(s) given conditional approval. This Schedule must also contain the names of the parties identified on the Transfer of Land form.

Accompanying the transfer documents shall be:

- i) a reference plan of survey, which bears the Land Registry Office registration number as evidence of its deposit therein, illustrating the parcel(s) to which the consent approval relates;
- ii) a written confirmation from the municipality that an entrance permit from the 10th Side Road has been issued or could be issued for the proposed severed land, satisfactory to the municipality;
- iii) a written confirmation from the municipality that any drainage concerns for the proposed severed land have been or can be mitigated, satisfactory to the municipality;
- iv) a written confirmation from the municipality that any reassessment required for the subject lands as required by Section 65 of the Drainage Act has been completed by the landowner, satisfactory to the municipality;
- v) a fee of \$130.00 for each Transfer of Land submitted for Certification; and
- vi) a written confirmation from the municipality that all outstanding municipal taxes for the subject land, have been paid.

Note: Subsection 3 or 5, as the case may be, of Section 50 of the Planning Act shall not apply to any subsequent conveyances of or in relation to the parcel of land being the subject of this application.

Note: Owners of the subject lands should be aware that the cost of maintenance of municipal drains is prorated to landowners.

Note: Owners of the subject land are advised that any uses other than those permitted in an Agriculture (A) Zone will require an Amendment to the Municipal Zoning By-law.

Application File No.: B07-23 No. of Members Present: 9
Date of Decision: May 30, 2023
Location of Property: Lot 17, Conc. VIII, Township of Burpee, Municipality of Burpee-Mills,
District of Manitoulin

DECISION

The purpose of this application made under Section 53(1) of the Planning Act by Tim Bailey is to provide for right-of-way over Lot 17, Conc. VIII in favour of Lots 18, 19, and 20, Conc. IX having a minimum width of ± 20.1 M., and a length of ± 442.0 M., thereby containing an area of ± 0.88 Hec. This right-of-way is an existing private access, known as Fraser Road, that traverses north/south along the easterly boundary of Lot 17, Conc. VIII, to Highway No. 540.

The land to be retained has a frontage of ± 382 M. on Highway No. 540 and a depth of $\pm 1,005$ M., thereby containing an area of ± 40 Hec. According to the application there are no structures on this land.

There is a simultaneous application for Consent to Sever, File No's. B08-23 to B10-23 that proposes to create three new (± 28 Hec.) lots consisting of Lots 18, 19 and 20, Conc. IX, that will benefit from the proposed right-of-way.

There have been four previous applications for consent for rights-of-way.

File No. B53-89 provided for right-of-way over Lot 17, Conc. VIII and Lot 18, Conc. IX in favour of Lot 18, Conc. VIII and Lots 15 to 18, Conc. X;

File No. B54-89 provided for a right-of-way over Lot 18, Conc. VIII in favour of Lot 17, Conc. VIII, Lot 18, Conc. IX and Lots 16 to 18, Conc. X;

File No. B55-89 provided for right-of-way over Lot 18, Conc. X in favour of Lots 17 & 18, Conc. VIII, Lot 18, Conc. IX and Lots 15, 16 & 17, Conc. X;

File No. B56-89 provided for right-of-way over Lots 15, 16 & 17, Conc. X, in favour of Lots 17 & 18, Conc. VIII, and Lot 18, Conc. IX and Lot 18, Conc. X;

Access for the subject land is via an existing entrance, #17219 Hwy 540.

As part of the preliminary review the application was sent to the Ontario Ministry of Transportation (MTO) and Cameron Cole, Corridor Management Planner, MTO, provided the following comments on October 25th, 2022:

' The Ministry of Transportation of Ontario (MTO) has reviewed the attached application for consent to sever to grant legal right-of-way. The subject lands are located within MTO's permit control area and is subject for review under the Public Transportation and Highway Improvement Act R.S.O 1990 and will require proper permits with the MTO. The MTO support the application in principle with the following comments to consider:

Mutual Access:

When common access arrangements are required, a surveyed right-of-way must be established and an easement granted by each lot in favour of the other lot sharing the entrance. This ensures continuous access to both lots served by the mutual entrance. The easements must be shown on the reference plan and the easement rights incorporated into the deeds of both lots involved. The width of the easement for the mutual entrance must be 10m in width (residential) at a minimum of 10 meters in depth and the block is to be located/centered on the shared property line. The MTO residential entrance standard is a 5 meter wide entrance but the additional easement block width allows for other entrance features such as snow removal and drainage.

- a. *MTO will require that the draft reference plan be submitted to MTO for review and approval prior to registration;*
- b. *MTO will require that the draft deeds of all lots be submitted to MTO for review prior to registration to ensure the legal mutual access rights have been incorporated into the deeds of all involved properties;*
- c. *The applicant will be required to obtain an entrance permit, which can be done online at: <https://www.hcms.mto.gov.on.ca/>.*

Application File No.: B07-23 - continued
May 30, 2023

MTO comments received on October 31, 2023:

' For clarification, The MTO requires the easement for a mutual access to be 10.0 meters in width and a minimum of 10.0 meters in depth. In this case, The Township's 20.1 meter width standard for a right-of-way supersedes the MTO requirement. The travelled portion may remain as 5.0 meters in width.

The easement should reflect the total encroachment depth on Lot 17 Con 8 (350-400 meters). All lots accessed by this entrance will require legal mutual access rights incorporated into their deeds and MTO entrance permits will be required for each new lot accessed (lots 18-20 con 9). These can be applied for online at <https://www.hcms.mto.gov.on.ca/>'

No new services are required as a result of this application for right-of-way.

The subject land has been designated Rural Area and zoned Rural (R).

There is a category 'High' for Wildland Fire Hazards identified within the subject land. Due to the size of the lot (±40 Hec.) and the satellite imagery available (2021), there would appear to be building envelopes outside the area of influence that would conform to policies of the Official Plan, should a building permit be requested. The potential Wildland Fire Hazard appears to have no impact on the existing right-of-way.

This proposal for right-of-way is considered to be in conformity with the Provincial Policy Statement (PPS) 2020.

This application was circulated on May 11th, 2023 to the Municipality of Burpee-Mills, Bell Canada, and to all property owners within 60 metres and by the posting of a notice, clearly visible and legible from a public highway or other place to which the public has access, as required by Ontario Regulation 197/96.

The Municipality recommends that Consent be granted with no specific conditions.

Mary McCartney, Bell Canada advised on May 19th, 2023 that Bell Canada does not have any comments or concerns regarding the application.

Ronald and Marjorie Bailey, landowners of Lot 19, Conc. VIII and Wayne and Seiga Bailey, landowners of Lot 20, Conc. VII delivered similar letters to the Planning Board Office advising that they have no objections to the proposed severance of Lots 18, 19, and 20, Conc. IX, Township of Burpee and that there is no legal access across Lot 19, Conc. VIII or Lot 20, Conc. VIII as the map (circulation sketch) indicated as current access to the cottage on Lot 20, Conc. IX; and that Jody Bailey and family have been granted verbal permission to access her cottage on a temporary basis until her legal access via the Fraser Road has been finalized; and that the gate providing access to this pasture field was to remain locked at all times; and once their legal access has been finalized, there should be no further need for traffic from the northern properties to pass through their pasture field.

The two letters were forwarded to Tim Bailey, the applicant.

There have been no other inquiries or concerns received as a result of circulation to property owners within 60 metres and/or the posting of notice.

Discussion among the Board Members included:

- the right-of-way is not very straight; it would be better if it was straight; which landowners have legal access over Lot 17, Conc. VIII; MTO's comments/requirements; locked gate to the cottage on Lot 20, Conc. IX not a good idea; how does a fire truck or ambulance get to Lot 20, Conc. IX; the right-of-way will make this better.

There was no one else in attendance who wished to speak in support or opposition to the application.

Application File No.: B07-23 - continued
May 30, 2023

Consent is tentatively granted subject to the following conditions:

The following documents must be submitted to the Secretary-Treasurer of the Board within two years from the date of the notice of decision for certification:

- a) the Transfer of Land form(s) prepared by a solicitor/lawyer, and
- b) a Schedule to the Transfer of Land form on which is set out the entire legal description of the right-of-way and parcel(s) given conditional approval. This Schedule must also contain the names of the parties indicated on the Transfer of Land form.

Accompanying the transfer documents shall be:

- i) a reference plan of survey, which bears the Land Registry Office registration number as evidence of its deposit therein, illustrating the right-of-way having a minimum width of 20.1 M;
- ii) a written confirmation from the municipality that access along the right-of-way to Highway No. 540 has been constructed to a standard for travel by emergency vehicles, satisfactory to the municipality;
- iii) written confirmation from the Ontario Ministry of Transportation (MTO) that as requested, the following have been satisfied, satisfactory to MTO:
 - a. *a draft reference plan be submitted to MTO for review and approval prior to registration;*
 - b. *the draft deeds of all lots be submitted to MTO for review prior to registration to ensure the legal mutual access rights have been incorporated into the deeds of all involved properties; and*
 - c. *an entrance permit, which can be done online at: <https://www.hcms.mto.gov.on.ca/>.*
- iv) a fee of \$130.00 for each Transfer of Land submitted for Certification; and
- v) written confirmation from the municipality that any outstanding municipal taxes for the subject land, have been paid.

Note: Subsection 3 or 5, as the case may be, of Section 50 of the Planning Act shall not apply to any subsequent conveyances of or in relation to the parcel of land being the subject of this application.

Note: Due to the potential Wildland Fire Hazard identified, building restrictions may apply.

Note: File No. B07-23 shall be completed prior to simultaneous File No's. B08-23, B09-23 and B10-23.

Application File No's.: B08-23, B09-23 and B10-23 No. of Members Present: 9
Date of Decision: May 30, 2023
Location of Property: Lots 18, 19 and 20, Conc. IX, Township of Burpee, Municipality of Burpee-Mills, District of Manitoulin

DECISION

The purpose of this application made under Section 53(1) of the Planning Act by Jody Bailey on behalf of Blair Bailey is to provide for the creation of three new (+28 Hec.) lots together with right-of-way, for seasonal residential uses.

File No. B08-23 (A) proposes to create a new lot having a frontage of ±335 M. on Helen Bay of Lake Huron and an average depth of ±1116.9 M., thereby containing an area of ±42.5 Hec. This proposed new lot will also contain part of the access, known as Fraser Road, that traverses north/south along the westerly part of Lot 18, Conc. IX. This new lot will be subject to right-of-way in favour of the lots proposed by File No's. B09-23 and B10-23 and will be together with right-of-way over the existing access known as Fraser Road to Highway No. 540. The applicant's cottage and garage are located within this land.

File No. B09-23 (B) proposes to create a new lot having a frontage of ±335 M. on Helen Bay of Lake Huron and an average depth of ±982.3 M. thereby containing an area of ±33.7 Hec. This proposed new lot will be together with right-of-way over the lot proposed by File No. B08-23 and over the existing access known as Fraser Road to Highway No. 540. There are no structures on this land.

File No. B10-23 (C) proposes to create a new lot having a frontage of ±335 M. on Helen Bay of Lake Huron and an average depth of ±930.4 M., thereby containing an area of ±28.9 Hec. This proposed new lot will be together with right-of-way over the lots proposed by File No's. B08-23 and B09-23 and over the existing access known as Fraser Road to Highway No. 540. There are no structures on this land.

This is no retained land.

There is a simultaneous Application for Consent to Sever, File No. B07-23, which proposes to grant legal right-of-way for the new lots, over Lot 17, Conc. VIII to Highway No. 540.

There have been four previous applications for consent for rights-of-way.

File No. B53-89 provided for right-of-way over Lot 17, Conc. VIII and Lot 18, Conc. IX in favour of Lot 18, Conc. VIII and Lots 15 to 18, Conc. X;

File No. B54-89 provided for a right-of-way over Lot 18, Conc. VIII in favour of Lot 17, Conc. VIII, Lot 18, Conc. IX and Lots 16 to 18, Conc. X;

File No. B55-89 provided for right-of-way over Lot 18, Conc. X in favour of Lots 17 & 18, Conc. VIII, Lot 18, Conc. IX and Lots 15, 16 & 17, Conc. X;

File No. B56-89 provided for right-of-way over Lots 15, 16 & 17, Conc. X, in favour of Lots 17 & 18, Conc. VIII, and Lot 18, Conc. IX and Lot 18, Conc. X;

Services will consist of private individual septic systems and private wells or water from Lake Huron, when required. The Public Health Sudbury and District (PHSD) have advised they have no concerns as it appears that the proposed severed and retained lots are capable of development for installation of a septic tanks and leaching bed systems.

The subject land has been designated Rural Area and zoned Rural (R). Seasonal residential uses are proposed. The Municipal Zoning By-law No. 80-9 permits seasonal residential uses in the Rural Zone.

There is a Deer Wintering Area identified within the subject land. The lots are proposed to have +90 M. of frontage and +90 M. in depth that will conform to policies of the Official Plan. Due to the size of the proposed new lots (+28 Hec.), there would appear to be building envelopes outside the area of influence.

There are Escarpment Lands identified within Lots 19 and 20, Conc. IX. Development within 60 M. of the base or brow of the Escarpment would require a slope stability report and/or impact analysis to conform to the Official Plan Policies. Due to the size of the proposed new lots (+28 Hec.), and the satellite imagery available (2021) there would appear to be building envelopes outside the area of influence.

A potential Wildland Fire Hazard was identified within the subject land.

Application File No's. B08-23 to B10-23
May 30th, 2023 - continued

The Provincial Policy Statement (PPS) 2020 states under Section 3.1.8:

'Development shall generally be directed to area outside of lands that are unsafe for development due to the presence of hazardous forest types for wildland fire.

Development may however be permitted in lands with hazardous forest types for wildland fire where the risk is mitigated in accordance with wildland fire assessment and mitigation standards.'

Satellite imagery identifies the areas of tree cover within the subject land. It appears there would be a building envelope outside the area of influence, for the proposed severed land, that would conform to the Natural Heritage Policies of the Provincial Policy Statement (PPS) 2020.

From information available the subject proposal does not appear to have any natural heritage features or species at risk (SAR) concerns.

This proposal is considered to be in conformity with the Provincial Policy Statement 2020.

Access will be via private right-of-way, known as Fraser Road, to Highway No. 540. Currently the subject land does not have a legal deeded access over Lot 17, Conc. VIII. The lot proposed by File No. B08-23 (A) currently uses an existing access over Lots 19 and 20, Conc. VIII.

Ronald and Marjorie Bailey, landowners of Lot 19, Conc. VIII and Wayne and Seiga Bailey, landowners of Lot 20, Conc. VII delivered similar letters to the Planning Board Office advising that they have no objections to the proposed severance of Lots 18, 19, and 20, Conc. IX, Township of Burpee and that there is no legal access across Lot 19, Conc. VIII or Lot 20, Conc. VIII as the map (circulation sketch) indicated as current access to Cottage on Lot 20, Conc. IX; and that Jody Bailey and family have been granted verbal permission to access her cottage on a temporary basis until her legal access via the Fraser Road has been finalized; and that the gate providing access to this pasture field was to remain locked at all times; and once their legal access has been finalized, there should be no further need for traffic from northern properties to pass through our pasture field.

The two letters were forwarded to Ms. Bailey, agent for the application.

From the satellite imagery (2021) there appears to be a long driveway that traverses east/west along the southerly boundary of the subject land that gets to the garage and seasonal dwelling.

The Secretary-Treasurer requested additional information for clarification, from Ms. Bailey on May 24th, 2023:

'I believe the new lot, proposed by File No. B08-23, is the lot you will be obtaining. Is the access/driveway to the existing cottage all within the subject land (Lots 18-20, Conc. IX)? Does it encroach onto Lots 18 to 20, Conc. VIII? Is there a survey or sketch of the access to confirm its location? Does this access/driveway get to the cottage? Could an emergency vehicle get over the southerly portion of Lots 18 to 20, Conc. IX to the existing cottage? Please advise.'

Ms. Bailey provided the following reply:

' Yes, B08-23 is the property I will be obtaining. The existing driveway is all on the subject land. You can get to the cottage via this driveway. There are survey pegs recently completed by Keatley Surveying proving the most northern most point at both the division between lot 18 and 19 Con X and lot 17 and 18 Con X. An emergency vehicle can get to the southerly portion of lots 18 to 20 to the cottage.'

As part of the preliminary review the application was sent to the Ontario Ministry of Transportation (MTO) and Cameron Cole, Corridor Management Planner, MTO, provided the following comments on October 25th, 2022:

' The Ministry of Transportation of Ontario (MTO) has reviewed the attached application for consent to sever to grant legal right-of-way. The subject lands are located within MTO's permit control area and is subject for review under the Public Transportation and Highway Improvement Act R.S.O 1990 and will require proper permits with the MTO. The MTO support the application in principle with the following comments to consider:

Application File No's.: B08-23 to B10-23
May 30, 2023 - Continued

MTO comments - October 25, 2022 - Continued

Mutual Access:

When common access arrangements are required, a surveyed right-of-way must be established and an easement granted by each lot in favour of the other lot sharing the entrance. This ensures continuous access to both lots served by the mutual entrance. The easements must be shown on the reference plan and the easement rights incorporated into the deeds of both lots involved.

The width of the easement for the mutual entrance must be 10m in width (residential) at a minimum of 10 meters in depth and the block is to be located/centered on the shared property line. The MTO residential entrance standard is a 5 meter wide entrance but the additional easement block width allows for other entrance features such as snow removal and drainage.

- a. *MTO will require that the draft reference plan be submitted to MTO for review and approval prior to registration;*
- b. *MTO will require that the draft deeds of all lots be submitted to MTO for review prior to registration to ensure the legal mutual access rights have been incorporated into the deeds of all involved properties;*
- c. *The applicant will be required to obtain an entrance permit, which can be done online at: <https://www.hcms.mto.gov.on.ca/>.*

MTO comments received on October 31, 2023:

*' For clarification, The MTO requires the **easement** for a mutual access to be 10.0 meters in width and a minimum of 10.0 meters in depth. In this case, The Township's 20.1 meter width standard for a right-of-way supersedes the MTO requirement. The travelled portion may remain as 5.0 meters in width.*

The easement should reflect the total encroachment depth on Lot 17 Con 8 (350-400 meters). All lots accessed by this entrance will require legal mutual access rights incorporated into their deeds and MTO entrance permits will be required for each new lot accessed (lots 18-20 con 9). These can be applied for online at <https://www.hcms.mto.gov.on.ca/>'

The application was circulated on May 11th, 2023 to the Municipality of Burpee-Mills, Bell Canada and to all property owners within 60 metres and by the posting of a notice, clearly visible and legible from a public highway or other place to which the public has access, as required by Ontario Regulation 197/96.

The Municipality recommend that Consent to Sever be granted with no specific conditions.

Mary McCartney, Bell Canada advised on May 11th, 2023 that Bell Canada does not have any comments or concerns regarding the application.

There have been no other inquiries or concerns received as a result of circulation to property owners within 60 metres or the posting of the notice.

Discussion among the Board included:

- is there an advantage of the right-of-way being owned by one person rather than three; easier to convey to the municipality if proposed; no retained land; estate planning for three children; MTO comments; right-of-way to the Hwy (File B07-23) should be completed first; could be a municipal drain within the property; good planning to have legal deeded right-of-way; further severances could be proposed.

The Board were in agreement to place a condition regarding Section 65 of the Drainage Act and a note on the Decision that further severance may not be supported by the Consent to Sever process.

There was no one else in attendance who wished to speak in support or opposition to the application.

Consent is tentatively granted subject to the following conditions:

The following documents must be submitted to the Secretary-Treasurer of the Board within two years from the date of the notice of decision for certification:

- a) the Transfer of Land form(s) prepared by a solicitor/lawyer, and
- b) a Schedule to the Transfer of Land form on which is set out the entire legal description of the parcel(s) and right-of-way given conditional approval. This Schedule must also contain the names of the parties indicated on the Transfer of Land form.

Application File No's.: B08-23 to B10-23
May 30, 2023 - Continued

Accompanying the transfer documents shall be:

- i) a reference plan of survey, which bears the Land Registry Office registration number of its deposit therein, which illustrates the parcel(s) and right-of-way(s) having a minimum width of 20.1 metres, to which the consent approval relates;
- ii) a written confirmation from the municipality that access along the right-of-way to Highway No. 540 has been constructed to a standard for travel by emergency vehicles, satisfactory to the municipality;
- iii) a written confirmation from the Ontario Ministry of Transportation (MTO) that as requested, the following have been satisfied, satisfactory to MTO:
 - a. *a draft reference plan be submitted to MTO for review and approval prior to registration;*
 - b. *the draft deeds of all lots be submitted to MTO for review prior to registration to ensure the legal mutual access rights have been incorporated into the deeds of all involved properties; and*
 - c. *an entrance permit, which can be done online at: <https://www.hcms.mto.gov.on.ca/>.*
- iv) a written confirmation from the municipality that any reassessment required for the subject lands as required by Section 65 of the Drainage Act has been completed by the landowner, satisfactory to the municipality;
- v) a fee of \$130.00 for each Transfer of Land submitted for Certification; and
- vi) a written confirmation from the municipality that all outstanding municipal taxes have been paid.

Note: Subsection 3 or 5, as the case may be, of Section 50 of the Planning Act shall not apply to any subsequent conveyances of or in relation to the parcel of land being the subject of this application.

Note: Any shoreline improvements shall be done only with the approval of Department of Fisheries and Oceans (DFO), The Ministry of Natural Resources and Forestry (MNRF) and the Municipality.

Note: Due to the Deer Wintering Area, the Escarpment Land and the potential Wildland Fire Hazard identified, building restrictions may apply.

Note: Simultaneous Application, File No. B07-23 shall be completed prior to File No's. B08-23, B09-23 and B10-23.

Note: Further development by the Consent to Sever process may not be supported.

PRESENTATION OF APPLICATIONS FOR CONSENT TO SEVER

The Chair announced that the purpose of this phase of the meeting is:

- (a) to consider applications for consent under Section 52 of the Planning Act,
- (b) to make decision in regard to the applications scheduled to be heard, and, explained that this phase is open to the public and any interested parties will be given the opportunity to speak in support or oppose an application.

The Chair then asked if any Board Members have or wish to declare a "Conflict of Interest", at this meeting or previous meeting.

There were none.

Following is the list of Applications for Consent considered at this meeting:

	<u>Moved By</u>	<u>Seconded By</u>
1. B01-23	R. Brown	J. DeForge
2. B07-23	K. Noland	T. Mackinlay
3. B08-23, B09-23 and B10-23	R. Brown	D. Osborne

It was moved and seconded that the above application be conditionally approved, subject to all conditions being fulfilled as stated in the Decision.
- Carried Unanimously.

The time now being 9:07 p.m. and all business before the Board having been dealt with, the Meeting was adjourned on a motion moved by T. Mackinlay.

L. HAYDEN, CHAIR



T.A. CARLISLE,
SECRETARY-TREASURER



COUNCIL REPORT

Department: Treasury

Date: June 20, 2023

Report Number: TR-2023-06-07

File: 2023 Water Rates

Attachment: [Township of Billings Water System Financial Plan 2021-2027](#)

Recommendation:

THAT the Township of Billings Council hereby approves Report TR-2023-06-07 AND approves the water levy as proposed in the 2021-2027 Water System Financial Plan AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Background:

[Regulation 188/07](#) under the Safe Drinking Water Act, 2002, requires Ontario municipalities to apply for and obtain drinking water system licences as part of their overall Drinking Water Quality Management System (DWQMS). One of the requirements for obtaining and renewing drinking water licences is preparing a financial plan in accordance with [O.Reg. 453/07](#). In general, the financial plan must include financial statements for the following:

- The proposed or projected financial position of the drinking water system;
- The proposed or projected gross cash receipts and gross cash payments;
- The proposed or projected financial operations of the drinking water system; and
- Details on the extent to which the above information applies to the replacement of lead service pipes, if applicable.

The Township of Billings approved the [Township of Billings Water System Financial Plan 2021-2027](#) in accordance with the requirements of the licensing of the water system, as defined in O.Reg 453/07 to fulfill our obligations.

Discussion:

The plan introduced a flat rate per unit annual increase of 1.5%. Water Rates are set each year in accordance to the Township of Billings Water System Financial Plan 2021 – 2027.

The first two levies of each year are defined in the previous year's by-law (By-law No. 2022-36) as follows:

February 15, 2023	\$347.75
May 15, 2023	\$347.75

2023 flat rate fees are identified at \$1,392.00 per user.

August 15, 2023	\$348.25
November 15, 2023	\$348.25

The rates proposed for the first two levies in 2024 as are follows:

February 15, 2024	\$348.25
May 15, 2024	\$348.25



A cost for Bulk Water is not defined in the plan, however, if we use a modest 1.5% increase, similar to the water user fee increase from 2022 to 2023, bulk water would go from \$300/year to \$304.50/year.

Staff has been directed to review implementing a card system for bulk water and are awaiting pricing details. When available a report will be brought forward for Council consideration. If Council chooses to change the method for bulk water the By-Law can be amended accordingly.

Financial Impacts:

With the collection of annual rates on the 184 units currently billed and the rates received from the bulk water users for 2023 (using the fee structure above), we are on track to hit the projected annual revenue set for 2023 in the Water Systems Financial Plan (for cost recovery and an annual surplus to be set aside for capital projects).

Alignment to the Strategic Plan:

Continue to ensure the most efficient and effective operation of the municipal water treatment and distribution system for the Hamlet of Kagawong.

Alignment to the Community Energy and Emissions Plan (CEEP)

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Reviewed By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Treasury

Date: June 20, 2023

Report Number: TR-2023-06-08

File: Tax Sale Registration /Sale

Recommendation:

THAT the Township of Billings Council hereby approves Report TR-2023-06-08 AND approves repealing By-Law No. 2007-13 and cancelling the services of Ontario Property Services AND FURTHER authorizes obtaining the services of Realtax to recover tax arrears and Tax Registration and Sales on behalf of the Township of Billings.

Background:

Part XI of the Municipal Act provides processes for recovering the taxes on properties that are in at least their second year of arrears. The process for collecting tax arrears and moving to the tax registration process is complicated and takes up a significant amount of staff time and resources.

On July 16, 2007 Council passed By-Law No. 2007-13 authorizing Ontario Property Services to perform the administrative requirements related to tax registration and tax sales.

Following the last tax registration and sale, staff thought it prudent to research other companies that provide the service.

Discussion:

[RealTax](#) is the leading tax consultant providing service to more than 200 municipalities to recover tax arrears, tax registration and sales. They have 95% plus success rate with a cost recovery component that allows the Township to recover their fees when the taxes are paid. 85% of the properties they have handled, the arrears were paid within 1 year and did not have to go to tax sale.

Their approach is user friendly and they have the expertise in house to assist in the collection of tax arrears then follow to the tax registration process. They do have a higher rate for services; however, with their success in recovery as well as the fees being recovered in the process that the added costs will benefit in the recovery of fees.

Description	RealTax	Ontario Property Services
Tax Arrears Certificate	\$400	\$350
Initial Notice	\$475	\$350
Final Notice	\$250	\$175
Tax Sale	\$1,100	\$1,050

Financial Impacts:



The Township of Billings has approximately 12 properties with taxes owing three years plus in excess of \$78,000. By engaging in the services of RealTax, we will assist the Township in recovering the outstanding balances.

Alignment to the Strategic Plan:

No direct alignment

Alignment to the Community Energy and Emissions Plan (CEEP)

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Public Works

Date: June 20, 2023

Report Number PW-2023-06-03

File: Drinking Water Order (Kagawong)

Staff Recommendation:

THAT the Township of Billings Council hereby receives for information Report PW-2023-06-03.

Background:

The Township received the following order (received verbally on June 9, 2023 through OCWA and received in writing on June 12, 2023) from Sudbury and District Public Health.

As a result of a loss of pressure from the pump malfunction, the water supply was interrupted. Lack of pressure in the water system may introduce contaminants into the system. As such the drinking water system has been compromised.

Sudbury and District Health Unit advised that the water should not be considered safe to drink. The condition constituted a "health hazard" within the meaning of the Health Protection and Promotion Act, revised Statutes of Ontario, 1990, Chapter H.7.

"Health hazard" means,

- (a) a condition of a premises
- (b) a substance, thing, plant or animal other than man, or
- (c) a solid, liquid, gas or combination of any of them, that has or that is likely to have an adverse effect on the health of any person.

ORDER

Therefore, pursuant to Section 13 of the Act, you are ordered to:

1. Immediately notify all users of the Town of Kagawong water supply, that once the water supply is restored, that they are to refrain from using this water supply for any sort of consumption until this Order is rescinded. Notification must include providing each resident a copy of the enclosed document entitled, "Drinking Water Advisory: Commonly Asked Questions".

2. Take and submit two sets of water samples taken 24 – 48 hours apart. Sample sites must include: one at start of the system and one at the end of the system.

This Order will remain in effect until such time that the repairs are completed, and two satisfactory bacteriological water samples are received and rescinded by a Public Health Inspector.

Failure to comply with this Order is an offence to which you may be liable on conviction to a fine of not more than \$5000.00 for every day or part of each day on which the offence occurs or continues. Failure to comply with this Order may also result in charges under the Criminal Code.



You are advised that, pursuant to Section 44 of the Health Protection and Promotion Act, you are entitled to a hearing before the “Health Services Appeal and Review Board”, should you wish to dispute this Notice.

As the verbal order came late on Friday night, businesses were notified by e-mail and a press released was issued on the morning of June 10, 2023. Fire Chief Connell and firefighter Jim Chambers went door to door with notification. Bottled water was sourced and provided at no charge to the residents on the water system with pick-up available at the marina.

Discussion:

OCWA provided the following

“With regards to the water tower situation this past weekend. The tower was taken offline for an inspection which left the plant running on pumps only. Once the inspection of the tower was complete, we needed to fill the tower, take bacteria samples and wait for a negative result before allowing the town to use the tower. Approx 12 hrs before receiving the negative samples a valve that registers how full the tower is did not hold and told the system that the tower was full and to turn off the pumps supplying the town. Unfortunately, we did not receive an alarm because the system assumed it was operating normally.

To correct this issue moving forward we will be installing a bleed valve on the pressure valve in question so that the system will not read “tower full” if we have that valve off. As a secondary safety, one high lift pump will remain in auto and be controlled by the computer and one will remain in manual.

It was an unfortunate situation but we are working hard to prevent it from happening again. Thank you for working with us.

On June 12, 2023 the Township received confirmation that the Do not Drink Water Order was rescinded noted that the corrective actions taken, and the laboratory results of water samples collected on June 9 and 10, 2023, are reported as satisfactory.

Financial Impacts:

Expenses were received for the purchase of 2 skids of bottled water at a cost of \$, and staff and firefighter time and mileage

Alignment to Strategic Plan:

Continue to ensure the most efficient and effective operation of the municipal water treatment and distribution system for the Hamlet of Kagawong.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted by:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Clerk

Date: June 20 2023

Report Number: CLK-2023-06-21

File: Body Worn Camera Policy

Attachment: DRAFT Body Worn Camera Policy

Recommendation:

THAT the Township of Billings Council hereby approves Report CLK-2023-06-21 AND approves the Body Worn Camera Policy AND FURTHER authorizes the appropriate By-Law coming forward.

Background:

On June 6, 2023 Council supported Report BE 2023-06-08 to consider a policy implementing the usage of body worn cameras by By-Law Enforcement Officers during investigations and within the course of their operations.

Discussion:

As explained in the policy the purpose of the Body Worn Camera policy is to authorize Township staff to deploy and use body-worn cameras and to ensure that their use by staff occur in such a way as to make certain that public interests are served by:

- Improving the transparency of the Township with regards to any potential allegations of discreditable conduct, improper conduct, or other types of misconduct by staff;
 - Ensuring the accountability of the Township and Township staff through internal and public oversight systems;
 - Protecting individuals' right to privacy by limiting access to recordings from body worn cameras to the greatest extent possible and to a limited number of people as possible;
 - Ensuring individuals have access to personal information pertaining to them which is collected by the body-worn cameras;
 - Enhancing public trust during the enforcement process;
 - Enhancing public and officer safety;
 - Providing improved evidence for investigative, judicial and oversight purposes;
 - Ensuring a timely and fair response to misconduct allegations against staff, in a manner that enhances public and staff confidence in the Township's complaint and enforcement process;
- and
- Providing information as to the effectiveness of Township's procedures and training This policy does not govern the use of surreptitious recording devices used in undercover operations.



Financial Impacts:

There will be a cost of approximately \$1,500 - \$1,800 to purchase the body armor and body camera that will be included in the Health and Safety Budget. Additional fees may apply for the added secure storage and deletion software for video.

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



Policy – Body Worn Cameras

By-Law No: 2023-xx

Revision

Date: June 20, 2023 DRAFT

Policy Statement:

The Township of Billings is committed to enhancing public trust during the enforcement process and enhancing the protection of By-Law Enforcement Officers when performing their official duties.

Purpose:

The purpose of the Body Worn Camera policy is to authorize Township staff to deploy and use body-worn cameras and to ensure that their use by staff occur in such a way as to make certain that public interests are served by:

- Improving the transparency of the Township with regards to any potential allegations of discreditable conduct, improper conduct or other types of misconduct by staff;
- Ensuring the accountability of the Township and Township staff through internal and public oversight systems;
- Protecting individuals' right to privacy by limiting access to recordings from body worn cameras to the greatest extent possible and to a limited number of people as possible;
- Ensuring individuals have access to personal information pertaining to them which is collected by the body-worn cameras;
- Enhancing public trust during the enforcement process;
- Enhancing public and officer safety;
- Providing improved evidence for investigative, judicial and oversight purposes;
- Ensuring a timely and fair response to misconduct allegations against staff, in a manner that enhances public and staff confidence in the Township's complaint and enforcement process; and
- Providing information as to the effectiveness of Township's procedures and training

This policy does not govern the use of surreptitious recording devices used in undercover operations.

Contents:

1.0 General

This policy is designed to:

1.1 Implement the recommendations set out in the Office of the Privacy Commissioner of Canada's Guidance for the Use of Body-Worn Cameras by Law Enforcement Authorities (2015), and ensure that new recommendations and best practices continue to be monitored and implemented as they are identified by the relevant Provincial and Federal authorities.

1.2 Specifically identify the legislative authority for the collection of personal information that will be captured by the cameras and ensure that any such collection aligns with that authority and all other relevant legislation, including any legislative provisions addressing data, information or records storage, access, use and/or disclosure;

1.3 Ensure that all use of body-worn cameras and their recordings is consistent with the Ontario Human Rights Code.

1.4. Failure to comply with any provision of this policy shall not invalidate any proceeding or any step, document or order in a proceeding otherwise in accordance with any municipal by-law, provincial or federal legislation.

2. Administration

The Township has adopted the use of body-worn cameras to accomplish several objectives. The primary objectives are as follows:

2.1. Body-worn cameras allow for accurate documentation of officer-public contacts, investigations, and critical incidents. They also serve to enhance the accuracy of officer reports and testimony in court.

2.2. Audio and video recordings enhance the Township's ability to review enforcement proceedings, officer's interaction with the members of the public, the gathering of evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training.

3. Use the Body-Worn Cameras (BWC)

3.1. Officers shall activate their body-worn camera prior to all interactions with the public that are undertaken in whole or in part to further a valid law enforcement purpose, unless an unexpected and immediate threat to the life or safety of the officer or of a member of the public makes it impossible or dangerous to activate the body-worn camera prior to that interaction, in which case the officer is required to activate the body-worn camera at the earliest opportunity thereafter.



3.2. Officers may not deactivate the body-worn camera until all interaction with the public has ended, except for specific circumstances which are clearly defined in this policy and are as limited as possible, and where such exceptions serve to protect the dignity of members of the public, in which cases the Officer must record the specific reason for deactivation.

3.3. Officers may not intentionally prevent the body-worn camera from capturing video or audio during an interaction with a member of the public in accordance with Section 3.1 (e.g., by obstructing the lens or microphone), with the sole exception of temporarily covering the lens to protect the dignity of an individual during situations of a sensitive nature (e.g., when encountering a person in a state of undress), and then only for the shortest time possible while taking steps to protect the dignity of the individual, and provided that the officer is not in a situation where they might be encountering an element of danger while the lens is covered.

3.4. Officers must whenever possible inform members of the public that they are being recorded at the earliest opportunity during an interaction.

3.5. No person shall be permitted to review the recordings at the scene.

3.6. Notwithstanding sections 3.1 and 3.2 above:

a. Officers, prior to entering a private residence or a private place (defined as a place to which the public does not have lawful access and where one may reasonably expect to be safe from uninvited intrusion or surveillance, including, for example, places of worship and lawyers' offices) must inform occupants that they are being recorded in both video and audio and inquire whether these individuals request that the body-worn camera be deactivated;

b. Officers may deactivate their body-worn cameras before the conclusion of an incident for the purpose of protecting law enforcement strategies, provided that:

i. the officers are not interacting with members of the public or are in the vicinity of members of the public while the body-worn camera is deactivated.

ii. the body-worn camera is reactivated at the earliest opportunity and prior to any interaction with a member of the public; and

iii. the reason for the deactivation is recorded in accordance with a designated process.

c. Body-worn cameras shall not be activated in places or circumstances where recording is prohibited by law, except under exigent conditions or with lawful authority.

4. Controls

4.1. If an officer has not recorded in full or in part an interaction with a member of the public, the officer shall document the specific reason that a recording was not made in part or in full using a designated process.

4.2. Officers are required to receive relevant training for the use of a body-worn camera along with the associated systems before being issued a body-worn camera, and subsequent ongoing training requirements, so as to ensure that officers are able to comply in full with this policy.

5. Transparency

5.1. Up-to-date information shall be posted on the Township public website concerning the collection of body-worn camera recordings, including:

- a. a current copy of the Township's Body-Worn Camera Policy;
- b. how individuals can complain about use or lack of use of body-worn cameras;
- c. what information is being collected;
- d. the length of applicable retention periods;
- e. how individuals can make requests for viewing or releasing to the public such recordings; and
- f. information about how to appeal to the Information and Privacy Commissioner of Ontario where a request is denied in whole or in part.

6. Secure Retention and Disposal of Recordings

6.1. By recommendation of the Information and Privacy Commissioner of Ontario, and in accordance with all applicable legislation, recordings from body-worn cameras, including any meta-data produced by the body-worn cameras or the technology supporting the Township's body-worn cameras, will be:

- a. Stored on a secure Canadian storage server in accordance with all applicable provincial and federal legislation and security best practices, so as to prevent any editing, tampering and unauthorized access to recordings and meta-data;
- b. Encrypted within the camera, during transit to the storage server, and while in storage; and
- c. Destroyed at the end of their retention period in a secure manner which prevents recovery and unauthorized access to the recordings and metadata;

6.2. In accordance with all applicable legislation, the minimum retention period for recordings from body-worn cameras shall be sixty (60) days.

- a. The recordings of evidence captured during an investigation where charges are laid shall be retained for a minimum of one (1) year after the last event the evidence was used or disclosed.
- b. The retention of non-evidentiary recordings shall be at least sixty (60) days.

6.3. In case of a potential or actual access breach of the Township's recording and meta-data storage services, the Township shall make a public post on the Township's website and social media in order to notify the public and impacted individuals of the potential breach.

6.4. The Township shall store all data on locally operated storage services, with the ability to back up such data on off-site cloud storage platforms hosted within Canada.

6.5. The Township shall exercise all due diligence to ensure that all data is protected and backed up accordingly. The Township and its employees shall not be held responsible for any data loss which occurs due to circumstances that are beyond the control of the Township. These circumstances may include but are not limited to loss of data due to:

- a. data breaches from external parties;
- b. a storage device or server malfunction;
- c. a power surge;
- d. theft of storage device or equipment; and
- e. fire or natural disaster.

7. Use and Disclosure of Body-worn Camera Recordings

7.1. Access to or viewing of production of body-worn camera records for the public will be provided only in accordance with this Policy or required by law. Without limiting the generality of the foregoing, the following are examples of circumstances where this will occur:

- a. Anyone who has the legal authority (whether that be by statute, regulation or prior judicial authorization) shall have access to such recordings including in relation to the prosecution of the Township By-law Enforcement cases and access requests granted under MFIPPA;
- b. Members of the public or their representatives can make a request for access to body-worn camera footage upon the formal filing of a Freedom of Information request under MFIPPA;
- c. All requests for a copy of body-worn camera records from a member of the public shall be directed to the Legislative Services department.

7.2. Anyone who obtains records of body-worn camera recordings in accordance with section 7.1 above may not further disclose these recordings to other parties without lawful authority.

7.3. The Township will ensure that an audit trail is created and maintained by the Township, that will identify with respect to every recording the time of access, whether

a copy was provided to the requestor, and any information gathered under the Freedom of Information Act request process.

7.4. The Township shall ensure that additional safeguards to enhance the storage and limit access to recordings of minors who are suspected of an offence or are witnesses to a suspected offence, in accordance with the applicable legislation.

7.5. A member of the public may request to view recordings from a body-worn camera if:

- a. the member of the public making the request is:
 - i. an individual participating in the interaction captured in the recording;
 - ii. the parent or legal guardian of a minor participating in the interaction captured in the recording; or,
 - iii. the next-of-kin of a deceased individual participating in the interaction captured in the recording; and;
- b. the identity of any other member of the public who appears in the recordings can be appropriately concealed through measures such as image blurring and voice distortion.

7.6. The Township may refuse to release to the public recordings where such refusal is in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), provided that the reason for the refusal is provided to the requestor in writing.

7.7. The CAO/Clerk may initiate the release to the public of recordings from body-worn cameras, taking into consideration relevant factors, including what is consistent with Federal and Provincial law and the public interest, and what is reasonable in the circumstances of the case.

7.8. In cases where the Township releases to the public any recordings from body worn cameras that include images or voice recordings of members of the public, the Township shall ensure that:

- a. the identities of all members of the public captured in the recordings are concealed through measures such as image blurring and voice distortion unless the Township is required by law to release the recordings in another form; and
- b. the CAO/Clerk will include with the release a justification of the public interest in releasing the recording.

7.9. Recordings released to the public in accordance with Sections 7.5 and 7.7 must be full and unedited with the exception of measures such as image blurring and voice distortion for the purpose of concealing the identities of members of the public.

7.10. The Township may use recordings from body-worn cameras for the purposes of training after the identities of all members of the public captured in the recordings are concealed through measures such as image blurring and voice distortion.

8. Auditing and Public Reporting

8.1. The Township may conduct an audit of:

- a. Incidents where a misconduct case is filed during the reporting and retention period;
- b. A sample of incidents during the reporting period that was not initiated by a call for service;
- c. Incidents wherein a body-worn camera was disabled for the purpose of protecting law enforcement strategies;
- d. a sample of incidents whose retention period has expired during the reporting period; and
- e. The recording begins prior to the beginning of the interaction with the member of the public, and if not, that a satisfactory explanation for the failure to activate the body-worn camera before the interaction began was provided in accordance with available Township's procedures;

8.2. The audit may include a review of body-worn camera recordings for the above incidents to ensure that:

- a. The subject of the recording is informed at the earliest opportunity in the interaction that the interaction is being recorded for video and audio;
- b. Any obstruction of the lens or gaps in the recording are justified and of reasonable duration;
- c. The recording ends:
 - i. After conditions for an exception in accordance with Section 3.2 above have been established; or,
 - ii. After the interaction has ended and the Service Member has left the scene
- d. All-access to the recordings was justified and necessary; and
- e. The Township is in compliance with required retention and destruction practices;

8.3. Staff shall advise Council and obtain approval whenever any changes to the Policy are made.

9. Procedures for Body-Worn Camera Use

9.1. Body-worn camera equipment is issued to staff appointed by the Township as Municipal Law Enforcement or By-law Enforcement Officers. Officers who are assigned



body-worn camera equipment must use the equipment unless otherwise authorized by the CAO/Clerk.

9.2. Officers shall use only body-worn cameras issued by the Township. The body worn camera equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Township.

9.3. Body-worn camera equipment is the responsibility of individual officers and will be used with reasonable care to ensure proper functioning. Equipment malfunctions shall be brought to the attention of the Township as soon as possible so that a replacement unit may be procured.

9.4. Officers shall inspect and test the body-worn cameras prior to each shift in order to verify proper functioning and shall notify Township management of any problems.

9.5. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner body-worn camera recordings without prior written authorization and approval of the CAO/Clerk.

9.6. Officers should inform the CAO/Clerk or appropriate authorities of any recordings that may be of significant interest or sensitive nature.

9.7. If in the opinion of the CAO/Clerk, a matter of significant consequence is captured using a body worn camera, the matter may be disclosed or brought forward to Council for direction.

9.8. Requests for deletion of portions of the recordings (e.g., in the event of a personal recording) must be submitted in writing and approved by the CAO/Clerk and in accordance with Township record retention laws and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). All requests and final decisions shall be kept on file.

9.9. Officers shall note an incident and related reports when recordings were made during the incident in question. However, body-worn camera recordings are not a replacement for written reports.

10. Restrictions on Using the Body-Worn Cameras

Body-worn cameras shall be used only in conjunction with official law enforcement duties.

The body-worn cameras shall not generally be used to record:



10.1. Communications with other Township staff without the permission of the CAO/Clerk

10.2. When on break or otherwise engaged in personal activities; or

10.3. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room.

11. Township Management Responsibilities

11.1. The Township shall ensure that officers equipped with body-worn camera devices utilize them in accordance with policy and procedures defined herein.

11.2. The Township may randomly review body-worn camera recordings to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with policy and to identify any areas in which additional training or guidance is required.

Review:

This policy will be reviewed on an annual basis



COUNCIL REPORT

Department: Clerks

Date: June 20, 2023

Report Number: CLK-2023-06-22

File: Terms of Reference Billings Museum Committee

Recommendation:

THAT the Township of Billings Council hereby approves report CLK-2023-06-22 AND approves the amendments to the Terms of Reference for the Billings Museum Committee as outlined in the report AND FURTHER approves the appropriate By-Law coming forward.

Background:

[The Billings Museum Committee Terms of Reference](#) was passed by Council in 2019. The mandate is to collect, record, research and exhibit historical information, data and items for the preservations and enjoyment of our rich heritage by presenting a visual history of Billings Township and Manitoulin Island for present and future generations.

Discussion:

The Terms of Reference was discussed at the Billings Museum Committee meeting on June 5, 2023 with the following recommended amendments to improve meeting management and for consistency with other Committees of Council.

COMMITTEE STRUCTURE

iv. One (1) staff member to assist in committee administration, keep minutes and act as a resource person/liaison. Additional staff may attend as required.

Add - The museum curator will act as a resource to provide support and advice to the Committee.

AGENDAS AND MINUTES

(amend and revise as follows)

(1) Agendas shall be prepared in accordance with the format and notice requirements for council agendas, as set out in the Township's Procedural By-Law.

(2) Agendas shall be prepared by staff in consultation with the Chair and members of the Committee.

(3) The Committee Secretary shall prepare the minutes in a form as approved by the CAO/Clerk

Financial Impacts

There are no financial impacts related to this report.

Alignment to the Strategic Plan:

No direct alignment.

Alignment to the Community Energy and Emissions Plan (CEEP)

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk

June 5, 2023

Township of Billings
Councillor Vince Grogan
Chair
Climate Action Committee

Dear Vince

It is with regret that I am writing to inform you of my resignation from the Climate Action Committee.

As you are aware , we have sold our house in Billings Township and will be moving off island to start a new adventure.

It has been a true learning experience for me serving on the Climate Action Committee. I'm fortunate to have been associated with this committee and my peers that are so dedicated to the community and the environment.

If I can be of any assistance in the near future please do not hesitate to ask.

Sincerely
Bob Clifford

A handwritten signature in blue ink that reads "Bob Clifford". The signature is written in a cursive style with a large, stylized "B" and "C".

cc Emily Dance Clerk / CAO
Mayor Bryan Barker

June 5, 2023

Township of Billings
Councillor Vince Grogan
Chair
Lake Kagawong Resource Committee

Dear Vince

It is with regret that I am writing to inform you of my resignation from the Lake Kagawong Resource Committee.

As you are aware , we have sold our house in Billings and will be moving off island to start a new adventure.

It has been a pleasure being part of the Lake Kagawong Resource Committee. I'm proud of what we have accomplished in the last 5 years and I have no doubt the committee will continue these success going forward.

If I can be of any assistance in the near future please do not hesitate to ask.

Sincerely
Bob Clifford

A handwritten signature in blue ink, appearing to read "Bob Clifford". The signature is stylized and cursive.

cc Emily Dance Clerk / CAO
Mayor Bryan Barker

Accounts for Payment June 15, 2023

Cheques

Date	Ck #	Account	Amount	Description
14-Jun-23	7921	Identifiable Individual	130.76	Refund - Cabanas
15-Jun-23	7922	Identifiable Individual	130.76	Refund - Cabanas
15-Jun-23	7923	Identifiable Individual	130.76	Refund - Cabanas
15-Jun-23	7924	Identifiable Individual	73.75	Tax Overpayment
15-Jun-23	7925	1353041 Ontario Inc DBA	203.40	Fix Internet at Marina
15-Jun-23	7926	Allen's Automotive	230.51	Hydraulic Oil
15-Jun-23	7927	Identifiable Individual	990.00	Nuisance Beaver
15-Jun-23	7928	ANP Office Supply	136.73	Flashlights & Gloves
15-Jun-23	7929	Bell	12.71	Late Payment Charge
15-Jun-23	7930	Berry Boats	14.11	Stihl Trimmer Line
15-Jun-23	7931	CSD du Grand Nord (OPTA)	717.98	Payment 2
15-Jun-23	7932	Falcon Communications	3,944.69	Kenwood VHF x 5
15-Jun-23	7933	Bridal Veil Variety x 6	628.50	Fuel
15-Jun-23	7934	Farquhar Dairies x 2	441.50	Ice Cream (Marina)
15-Jun-23	7935	Identifiable Individual	136.17	Flowers from Har-Cor
15-Jun-23	7936	Grand & Toy	231.28	Office Supplies
15-Jun-23	7937	Lisa & Darren Hayden	2,100.00	Cleaning
15-Jun-23	7938	Island Promotional Products x 2	441.21	Dog Park Rules Signage + Marina Shirts
15-Jun-23	7939	Kiviahoo, Connie	113.00	Worms (Marina)
15-Jun-23	7940	Laurentian Business Products	150.45	Printer Contract
15-Jun-23	7941	M&L Supply Fire & Safety	169.50	AV3000 Mask
15-Jun-23	7942	Make Way Environment Technologies	542.06	Septic Inspection
15-Jun-23	7943	Manitoulin Veterinary Committee	208.85	2023 Veterinary Fees
15-Jun-23	7944	McDougal Energy x 2	772.16	Diesel + Low Volume Delivery
15-Jun-23	7945	Mechanical Advertising	1,003.44	Reflective Lettering + Numbers
15-Jun-23	7946	Mindemoya Home Hardware x 3	177.10	Hammer, Duct Tape, Mop, Clamps
15-Jun-23	7947	OJ Graphix	1,067.33	Brochures
15-Jun-23	7948	Ontario (OPP)	18,019.48	Local Service Realignment April
15-Jun-23	7949	Quinan	256,348.83	Progress Draw # 5
15-Jun-23	7950	Rainbow District School Board (OPTA)	74,584.18	Payment 2
15-Jun-23	7951	Strongco	5,111.42	Service Work on Heavy Equipment
15-Jun-23	7952	Steele's Home Hardware	31.05	Rollers + Paint Tray
15-Jun-23	7953	Tulloch	28,146.83	Fire Hall Reno Design
15-Jun-23	7954	UCCM Building Material (UCCM)	157.68	Caulking, Paint Brush Set, Screws, Sealer
15-Jun-23	7955	Uline	1,403.41	Exit Sign, Smo/CO Detector F. Ext.
15-Jun-23	7956	Water's Edge Environmental Solutions	3,356.10	Kag Ped. Bridge Design & Engineering
Total			<u>327,473.51</u>	

Direct Debit

Date	DD	Account	Amount	Description
04-Jun-23	DD	Bell Canada x 6	514.14	Various Bell Accounts
31-May-23	DD	GFL	8,225.41	Monthly Contract
05-Jun-23	DD	Hydro One	4,505.23	Various Hydro Accounts
02-Jun-23	DD	Superior x 2	523.79	Propane + Rental
Total			<u>13,768.57</u>	

Total Accounts for Payment **\$ 341,242.08**



BY-LAW NO 2023-50

BEING A BY-LAW TO ESTABLISH WATER RATES FOR THE TOWNSHIP OF BILLINGS WATER SYSTEM

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-law;

AND WHEREAS Section 391 (1), of the Municipal Act, 2001, S.O. 2001, c. 25, as amended authorizes municipalities to pass by-laws to impose fees or charges on persons for services or activities provided or done by or on behalf of it,

AND WHEREAS the Corporation of the Township of Billings provides drinking water through its Drinking Water System AND has entered into an operating agreement with the Ontario Clean Water Agency for the supply of water service to the hamlet of Kagawong;

AND WHEREAS the Corporation of the Township of Billings approved the Township of Billings Water System Financial Plan 2021-2027 in accordance with the requirements of licensing the water system as defined in O.Reg 453/07.

NOW THEREFORE the Council of the Corporation of the Township of Billings hereby enacts as follows:

1.0 **THAT** the 2023 rates for customers supplied potable water by the Township of Billings shall be at the rate of Per Unit: \$1,392.00

2.0 **THAT** the Bulk Water Users rate for 2024 be \$304.50

3.0 **DUE DATES**

The billings for 2024 bulk users will be on an annual basis of \$304.50, payable before the first yearly utilization of bulk water. There is no pro rating of this charge regardless of the date in the year the bulk key is purchased.

The billings for the 2023 water users shall become due and payable in four installments as follows:

February 15, 2023	\$347.75
May 15, 2023	\$347.75
August 15, 2023	\$348.25
November 15, 2023	\$348.25

4.0 **INTERIM WATER BILLINGS**

The 2024 interim billings shall be come due and payable in installments as follows:

February 16, 2024	\$348.25
May 18, 2024	\$348.25

5.0 SUPPLEMENTAL BILLINGS

When a property is connected to the municipal water works as a new user following the issue of an interim bill, the yearly rate will be pro-rated and a bill issued calculated from the date of connection. When an additional unit is added to a property the yearly rate shall be pro-rated and a bill issued calculated from the date of connection. Penalty and interest charges will apply as indicated in this by-law.

6.0 PAYMENTS

- a. All accounts shall be billed quarterly.
- b. For the first two installments penalty for non-payment shall be 1.25% per month and shall be applied to all unpaid water bills on the next day of each month following the due date.
- c. Penalty for non-payment of the third and fourth installments shall be waived until December 31, 2023 at which time penalty will be 1.25 per month applied on January 1, 2024 and on the first day of each month following.
- d. Accounts (units) in default by more than \$1,000 will be disconnected with 30 days notice and will not be re-connected until payment is received in full or a payment plan has been set up with the CAO/Clerk. Reconnection procedures are outlined in the Rules and Regulations for Maintenance and Operation of and Connection to the System of Water Works for the Settlement of Kagawong By-Law.
- e. Accounts may be paid:
 - i. In person at or by mail to the Township of Billings at PO Box 34, 15 Old Mill Road, Kagawong, ON P0P 1J0
 - ii. By setting up a Pre-Authorized Payment Plan at the municipal office
 - iii. Online, electronic payment
 - iv. By Debit, Visa or Mastercard

7.0 A water service charge is hereby imposed upon the owners of lands which have buildings that are connected to the water service, or have the potential to be connected to the water service. Multiple units within one property will be charged per unit.

8.0 THAT this By-Law shall come into full force effect upon passing

9.0 THAT this By-Law rescinds all previous by-laws pertaining to water rates.

10.0 THIS By-Law may be cited as the “2023 Water Rates By-Law”

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-51

BEING A BY-LAW TO AUTHORIZE ENTERING INTO DATA SHARING
AND SERVICES AGREEMENT WITH MPAC

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-law;

AND WHEREAS the Council for The Corporation of the Township of Billings deems it expedient to enter into a Data Sharing and Services Agreement (DSSA) with the Municipal property Assessment Corporation (MPAC);

AND WHEREAS this Data Sharing and Services Agreement (the "DSSA") integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the "SLA"), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License, and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the "OPMA GMLA").

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby approves the data sharing and services agreement with the Municipal Property Assessment Corporation (MPAC) which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 THAT the Mayor and CAO/Clerk is hereby authorized to sign on behalf of the Council for The Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and to affix the corporate seal of the Township of Billings.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "MPAC Data Sharing and Services Agreement By-Law"

READ a FIRST and SECOND TIME this 20th day of July, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of July, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement (the “**DSSA**”) integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the “**SLA**”), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the “**OPMA GMLA**”).

The DSSA contains the following areas of focus:

- The **Service Level Agreement** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality’s timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified.
- The **MPAC Permitted Uses of Municipality Documents** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality’s information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers and stakeholders, and commercialize data and insights to offset the Municipality’s levy payments. The Municipality’s information will be protected from disclosure to, and unauthorized access by, third parties.
- The **Municipality Permitted Uses of MPAC Data Products** provide the Municipality and its consultants with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the **Data Terms and Conditions of Use** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

The DSSA was developed in consultation with representatives from the Municipal Liaison Group and is intended to be a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA includes commitments for MPAC to regularly update service levels, dependencies and data products in consultation with the Municipal Liaison Group.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement is dated as of the January 1, 2024 (the "**Effective Date**")

Between:

Municipal Property Assessment Corporation ("**MPAC**")

And

The **Billings Township** (the "**Municipality**"), (collectively the "**Parties**")

1. Overview

This Agreement includes the following sections:

- Section 3: Service Level Agreement
- Section 4: MPAC Permitted Uses of Municipality Documents
- Section 5: Municipality Permitted Uses of MPAC Data Products
- Section 6: Data Terms and Conditions of Use

2. Appendices

The following appendices are incorporated into this Agreement:

- Appendix 1: Definitions
- Appendix 2: Service Level Agreement Exhibits

3. Service Level Agreement

3.1. Purpose

This Service Level Agreement (the "**SLA**") is a statement of MPAC's commitment to the Municipality to maintain high performance standards when providing Services, and the Municipality's commitment to perform the Dependencies that MPAC requires to meet these standards.

3.2. MPAC Service Levels

MPAC will provide the Services in a manner that meets the Service Levels in Appendix 2 (Service Level Agreement Exhibits) pertaining to the Assessment Roll (Part 1); Assessment In-Year Maintenance (Part 2) and Support Services (Part 3).

3.3. Municipality Documents and Dependencies

The Municipality will make reasonable efforts to perform the Dependencies in such a manner and on a timely basis to enable MPAC to meet the Service Levels.

The Dependencies include:

- Dependencies specified in Appendix 2 (Service Level Agreement Exhibits); and
- Delivery of the following source documents (the “**Municipality Documents**”):

3.3.1. Building Permits and Building Plans

- Provide MPAC with all Complete Building Permits and available Building Plans within 30 days of issuance by the Municipality.
- Provide non-residential Building Plans to MPAC within 10 days of a request from MPAC.
- Provide MPAC with timely updates on the progress of construction, alterations and additions and notify MPAC that applicable properties have become occupied.
- Notify MPAC of any available information pertaining to new construction, alterations and additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.

3.3.2. Severances and Consolidations

- Deliver to MPAC (or MPAC’s agent) information required to process SCIFs including information on lot zoning, lot addresses and lot servicing.

3.3.3. Tax Applications and Vacancy Rebates

- Deliver all required supporting documentation available for a Tax Application to allow MPAC to process a Completed MPAC Response Form, including all documentation required from the taxpayer.
- Provide MPAC with all required supporting documentation by May 15th (or the next Business Day) for MPAC to respond to the Municipality regarding a Tax Application prior to August 15th of that same calendar year, or on such timeline as agreed to by the Parties.
- Deliver all required supporting documentation and information to support the processing of a Vacancy Unit Rebate Application.

3.3.4. Other Data as Mutually Agreed Upon by the Municipality and MPAC

- Deliver available digital official plan and zoning schedules (shape files), planning information and development application information (staff reports, studies, by-laws, etc.) as requested by MPAC and agreed to by the Municipality, acting reasonably.
- Deliver other Dependencies as agreed to by the Parties during the Term.

3.4. Delivery and Reporting

Each Party will make reasonable efforts to provide SLA deliverables to the other Party in the manner specified by the other Party, acting reasonably. This may include delivery by MPAC to the Municipality's Consultants and the use of electronic portals, e-permitting solutions and APIs.

MPAC will report on its Service Level performance through Municipal Connect. Where possible, SLA reports will indicate whether a failure to meet a Dependency affected MPAC's performance of the Services in accordance with a Service Level.

3.5. Relationship Meetings

Upon request from the Municipality, a MPAC Regional Manager and/or MPAC Account Manager shall meet the Municipality at an agreed-upon schedule to discuss the Service Levels, provided that MPAC shall meet the Municipality at least once per year unless otherwise declined by the Municipality.

3.6. MPAC Failure to Achieve a Service Level

If MPAC fails to meet a Service Level, MPAC will:

- 3.6.1.** Within 10 days, initiate a problem review to identify the causes of such failure;
- 3.6.2.** Within 30 days, provide a remediation plan and timelines to correct the problem;
- 3.6.3.** Within 60 days, make recommendations to improve procedures and communications between MPAC and the Municipality;
- 3.6.4.** Discuss the failure at the next relationship meeting;
- 3.6.5.** In the event of two consecutive failures of such Service Level or a failure of a Service Level with a Measurement Period of more than one year, the non- performance will be brought to the attention of the MPAC Vice President and Chief Operating Officer and the MPAC Vice President and Chief Valuation and Standards Officer; and
- 3.6.6.** In the event of additional consecutive failures of such Service Level after escalation, MPAC or the Municipality may refer the non-performance to the MPAC Quality Service Commissioner appointed pursuant to the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G.*

3.7. Municipality Failure to Meet Dependencies

MPAC will notify the Municipality of instances where a missed Dependency is at risk of causing or has caused a missed Service Level. MPAC will discuss the Dependency at the

next relationship meeting and work with the Municipality to make recommendations to improve procedures and communications between MPAC and the Municipality. The Municipality shall have no further liability or responsibility to MPAC whatsoever for any costs, expenses, losses or damages of any kind in relation to the Municipality's missed Dependency.

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

Neither Party will be considered to have missed their respective Service Level or Dependency if the non-performance occurs as a consequence of any of the following events and the non-performing Party has taken reasonable efforts to mitigate non-performance:

- 3.8.1.** Changes in Applicable Laws;
- 3.8.2.** Failures by third parties not subcontracted by MPAC or the Municipality to provide data or information necessary for performance of the Service Level, including property owners, government, the ARB, courts and the Land Registry Office;
- 3.8.3.** Directions from any Governmental or Regulatory Authority that delay or prevent the performance of a Service Level; or
- 3.8.4.** Any other cause beyond the Party's reasonable control, including, third party network failures, cyberattacks, fires, riots, acts of war, labour disputes (including strikes and lockouts), pandemic, acts of terrorism, accident, explosion, flood, storm, acts of third party providers.

In addition, MPAC will not be considered to have missed a Service Level if the non-performance occurs as a consequence of any of the following events and MPAC has taken reasonable efforts to mitigate non-performance:

- 3.8.5.** Non-performance by the Municipality of a Dependency required by such Service Level; or
- 3.8.6.** The occurrence of any applicable exceptions in Appendix 2 (Service Level Agreement Exhibits).

3.9. Changes to Service Levels and Dependencies

MPAC will conduct a review of the Service Levels and Dependencies at least once every four years with the Municipal Liaison Group.

MPAC may propose the addition or modification of a Service Level or Dependency in consultation with the Municipal Liaison Group and other municipalities. MPAC will make reasonable efforts to agree on the proposed addition or modification with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice to the Municipality of the addition or modification of Service Levels or Dependencies following consultation with and approval by the Municipal Liaison Group. Upon the expiry of such notice period, the Service Levels or Dependencies will be deemed amended in accordance with the written notice.

Notwithstanding any other provision in this SLA, MPAC may at any time change or terminate any Service Levels or other provisions in this SLA if required by Applicable Laws.

3.10. Service Level Agreement Limitation of Liability

With respect to this Section 3 (Service Level Agreement), neither Party will be liable for any claim for a failure to meet a Service Level or Dependency, or any associated losses or damages, including any direct, indirect, consequential, special, tax related (including, for greater clarity, liability for loss of past or future tax revenue in the event an assessment is amended by MPAC, the ARB, or a court for any reason), administrative, or other loss or damage, credit, discount or other remedy in relation to this SLA or any alleged breach thereof, regardless of whether such claim arises in contract (including fundamental breach), tort or any other legal theory.

This SLA does not create any rights or liabilities for either Party beyond those set out in any applicable legislation, including the *Municipal Act, 2001, S.O. 2001, c. 25* and the regulations thereunder, and the *Assessment Act, R.S.O. 1990, c. A.31* (the “**Assessment Act**”) and the regulations thereunder, in each case, as amended from time to time.

For greater clarity, this SLA does not impact MPAC’s obligations under the *Assessment Act*, and MPAC will continue to perform such obligations as required by, and in compliance with, the *Assessment Act*. This SLA does not derogate from MPAC’s obligations under such policies, procedures and standards established by the Minister under Section 10 of the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G* (the “*MPAC Act*”) or the statutory duties of MPAC under the *Assessment Act* and/or *MPAC Act*. Where MPAC’s Service Levels under the DSSA differ from or conflict with such policies, procedures and standards, the requirement containing a more stringent, more timely or higher level of service by MPAC to the Municipality shall apply. The Municipality may request that the Minister issue an order under Section 10(3) of the *MPAC Act* to compel compliance by MPAC and/or may refer any non-compliance to the MPAC Quality Service Commissioner.

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

The Municipality will licence Municipality Documents to MPAC, subject to the Data Terms and Conditions of Use in Section 6 below, for the following uses pursuant to MPAC’s rights and obligations under the *Assessment Act*, the *MPAC Act* and other applicable legislation (the “**MPAC Permitted Uses**”):

- 4.1.1.** To meet the Service Levels outlined in the SLA;
- 4.1.2.** To perform property assessment, valuation and other duties assigned to MPAC and its property assessors pursuant to Section 9(1) of the *MPAC Act*; and
- 4.1.3.** To update, maintain, modify, adapt and verify MPAC databases and information. Pursuant to Section 9(2) of the *MPAC Act*, updated MPAC databases are used to engage in any activity consistent with MPAC’s duties that MPAC’s board of directors considers to be advantageous to MPAC, which include the following:
 - 4.1.3.1.** Providing taxpayers with information to review whether their assessments are property assessments accurate and equitable;
 - 4.1.3.2.** Providing MPAC Data Products to municipalities, including upper-tier municipalities through Municipal Connect and other stakeholders; and
 - 4.1.3.3.** Commercialization of data to offset MPAC’s levy on municipalities.

For greater certainty, the MPAC Permitted Uses shall be in compliance with Applicable Law including MFIPPA and do not include disclosing the Municipality Documents (or any reproduction of the Municipality Documents) directly to any third party or enabling any third party to ascertain, derive, determine or recreate the Municipality Documents.

4.2. Access to Municipality Documents by MPAC Consultants

MPAC may disclose Municipality Documents to a consultant, contractor, agent or supplier retained by MPAC (a “**Consultant**”) solely for the MPAC Permitted Uses in accordance with this Agreement. MPAC is responsible for ensuring that any Consultant abides by the terms and conditions as set out in Section 6 (Data Terms and Conditions).

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

MPAC will licence products to the Municipality (the “**MPAC Data Products**”), subject to the Data Terms and Conditions of Use in Section 6 below, for the following permitted uses (the “**Municipality Permitted Uses**”):

- MPAC Data Products licensed only for Internal Planning Purposes;
- MPAC Data Products licensed only for Internal Planning Purposes and Internal Operational Purposes;
- MPAC Data Products licensed for Internal Planning Purposes, Internal Operational Purposes and specified External Distribution Purposes; and
- Custom Products subject to additional licensing terms.

5.2. Delivery

All MPAC Data Products will be delivered to the Municipality through Municipal Connect unless otherwise agreed to by the Parties. MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect.

5.3. Internal Planning Purposes

For the purposes of this Agreement, an “**Internal Planning Purpose**” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the *Assessment Act* where MPAC Data is kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.

5.4. Internal Operational Purposes

For the purposes of this Agreement, an “**Internal Operational Purpose**” is defined as the delivery of operations, programs, services or information by the Municipality where MPAC Data is kept internal to the Municipality and only used for such operational purposes by the Municipality.

5.5. Access to MPAC Data Products by Consultants

The Municipality may disclose MPAC Data Products to a consultant, contractor, agent or supplier retained by the Municipality (a “**Consultant**”) solely for the Municipality’s use of such MPAC Data Products in accordance with this Agreement. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

5.6. External Distribution

For the purposes of this Agreement, an “**External Distribution Purpose**” is defined as the distribution of MPAC Data Products to any third party other than to a Consultant.

Certain MPAC Data Products are licensed to the Municipality for External Distribution Purposes. These MPAC Data Products will append terms and conditions that specify the permitted avenues for distribution and any access, use and security requirements.

The Municipality is responsible for ensuring that its distribution of such MPAC Data Products abides by any appended terms and conditions. Only specified MPAC Data Products are permitted to be published on the Municipality’s open data websites.

Other MPAC Data Products are not available for external distribution. The municipality may make a Custom Product request for additional external distribution licences.

5.7. Municipality Requests for Custom Products

The Municipality and wholly owned municipal entities may request that MPAC create and license additional custom products for the Municipality’s purposes (“**Custom Products**”). Fees and other licensing terms (including Municipality Permitted Uses) may apply.

In emergency situations and during any declared federal, provincial, or municipal states of emergency, MPAC will make all reasonable efforts to support a Custom Product request including those pertaining to External Distribution Purposes for the purpose of responding to or dealing with, or facilitating a response to or dealing with, the emergency situation or state of emergency.

5.8. Access to MPAC Data Products by Other Third Parties

Unless otherwise expressly permitted by the terms appended to an MPAC Data Product, other third parties to the Municipality including wholly owned and wholly funded municipal entities are not entitled to receive or use MPAC Data Products. Such third parties may contact their MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

In determining whether fees will apply to MPAC Data Products for other third parties, MPAC will consider the following framework in collaboration with the third party requestor:

Entity Type	Fee for MPAC Data Products	Fee for Supplier Data	May Include But Not Limited To
100% Municipally Funded or Created Entities / DSSABs / LRAs / LSBs / Planning Boards / Conservation Authorities Non-Profit Purpose	No, Unless Custom Product	Yes Supplier Discounts May Apply	BIA / Economic Development, Childcare, Police Services, Fire Services, Emergency Services, Library Boards, Water / Wastewater, Social / Community Housing, Boards of Council, Committees of Council, DSSABs, LRAs, LRBs, Planning Boards, Conservation Authorities
Partially Municipally Owned / Funded Entities Non-Profit Purpose	Reduced or No Fees	Yes Supplier Discounts May Apply	Community Partnerships, Arena Boards, Business Incubators, Public Health Units
Municipal Entities, and Entities Not Created by the Municipality For-Profit Purpose	Commercial Rates, With Consideration For Exceptional Circumstances	Yes	LDCs, Telecommunication Companies, Airports, Certain Infrastructure Projects

5.9. Changes to MPAC Data Products

MPAC may propose the addition or modification of a MPAC Data Product including any appended terms and conditions in consultation with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice for the addition or modification of any MPAC Data Product following consultation with the Municipal Liaison Group. Upon the expiry of such notice period, the amended MPAC Data Product will be deemed effective in accordance with the written notice.

6. Data Terms and Conditions of Use

6.1. Application

- 6.1.1. This Data Terms and Conditions of Use (the “**Terms and Conditions**”) will apply to the licensing of all MPAC Data Products and Municipality Documents (the “**Licensed Data**”).
- 6.1.2. Where supplementary terms and conditions have been appended to MPAC Data Products, they will override any conflict with these Terms and Conditions.
 - 6.1.2.1. This includes data from the Ontario Parcel, where the provisions of the General Municipal Licence Agreement – OPMA Assessment Mapping Data Products (the “**OPMA GMLA**”) apply.

6.2. Licence Grants

- 6.2.1. MPAC hereby grants to the Municipality a non-exclusive, non-transferable and revocable right to use MPAC Data Products solely for the Municipality Permitted Uses

set out in Section 5, provided that the Municipality complies with these Terms and Conditions.

6.2.2. The Municipality hereby grants to MPAC a non-exclusive, non-transferable and revocable right to use Municipality Documents solely for the MPAC Permitted Uses set out in Section 4, provided that MPAC complies with these Terms and Conditions.

6.2.3. No other uses of the Licensed Data are permitted.

6.3. Restrictions

6.3.1. Unless otherwise authorized by these Terms and Conditions, the Licensee will not:

6.3.1.1. transfer, sell, lend, trade, pledge, sublicense, assign, lease, disseminate, disclose or otherwise dispose of Licensed Data, in whole or in part, or any reproduction of Licensed Data, in whole or in part, to any other person or entity, including its Affiliates;

6.3.1.2. post or transmit Licensed Data on any publicly accessible network or open data website, including the Internet, or on any network that does not have secure access by internal authorized users only;

6.3.1.3. modify, adapt, disassemble, reverse engineer, screen scrape, or otherwise tamper with Licensed Data, in whole or in part, or incorporate Licensed Data, in whole or in part, into anything to be used by another person or entity;

6.3.1.4. use Licensed Data to engage in the development of any product or service that competes with the Licensor such as creating a product that competes with commercial data offerings;

6.3.1.5. ascertain, derive or determine, or attempt to ascertain, derive or determine, algorithms or methodologies related to the creation or development of Licensed Data, in whole or in part, including the development of a model, algorithm or artificial intelligence which predicts an estimate or a proxy for any data element contained in the Licensed Data;

6.3.1.6. remove, obscure or otherwise alter markings or notices on Licensed Data relating to the use or distribution of Licensed Data or the intellectual property and proprietary rights of the Licensor and its Suppliers in or to Licensed Data; or

6.3.1.7. store, attempt to store or knowingly permit any person or entity to store Licensed Data, in whole or in part, so as to create a separate depository of Licensed Data or any part thereof, or a database.

For clarity, where the Municipality is the Licensee, the restrictions in this Section 6.3 apply only to the MPAC Data Products; where MPAC is the Licensee, the restrictions in this Section 6.3 apply only to the Municipality Documents.

6.4. Ownership of Licensed Data

6.4.1. The Licensee acknowledges that Licensed Data contains confidential technical and commercial information of the Licensor and its Suppliers and agrees to ensure that Licensed Data will only be used for the applicable MPAC or Municipality Permitted Purposes by the Licensee.

6.4.2. The Licensee acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Licensed Data, (ii) the Licensor and its Suppliers hold copyright and other intellectual and proprietary rights in Licensed Data and all right, title and interest in and to Licensed Data will at all times be vested in and remain the property of the Licensor, (iii) no change made to Licensed Data, however extensive, will affect or negate the right, title and interest of the Licensor and its

Suppliers in the Licensed Data; (iv) no ownership rights in the Licensed Data are transferred to the Licensee, and (v) the Licensor reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

6.5. Disclaimers

- 6.5.1.** The Licensee acknowledges that (i) the Licensor provides Licensed Data on an “as is” and “where available” basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for the Licensee’s purpose or intent to provide updates, fixes, maintenance or support, (ii) the Licensor and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights or those arising by law or by usage of trade or course of dealing, and (iii) all risk as to the results and performance of the Licensed Data is assumed by the Licensee.
- 6.5.2.** Where the Licensed Data is supplied by the Licensor through a website, the Licensee recognizes that the operation of the Licensor’s website may not be uninterrupted or secure. Without limiting the foregoing disclaimer, the Licensor makes no representation, warranty or condition that (i) its website is compatible with the Licensee’s equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components, or (v) use of its website will not infringe the rights (including intellectual property rights) of any person.
- 6.5.3.** The Licensee will not be obligated to defend any third party intellectual property claims made against the Licensor.

6.6. Indemnity and Limitation of Liability

- 6.6.1.** The Licensee agrees that (i) the Licensor and its Suppliers will not be liable to the Licensee or any other person for any late delivery of Licensed Data, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if the Licensor or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party, (ii) such limitation of liability will apply whether or not liability results from a fundamental term or condition or a fundamental breach of these Terms and Conditions, arising from use of Licensed Data or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions, (iii) the Licensee agrees to indemnify and hold harmless the Licensor and its Suppliers and their respective officers, directors, employees and representatives from and against all claims, actions, damages or losses in respect of any breach of these Terms and Conditions by the Licensee, its Consultants or any third party that accesses the Licensor Data; and (iv) in respect of the indemnity provided in this section, the Licensee will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, the Licensor’s maximum aggregate liability for this Section 6 hereunder for the Licensed Data is limited to \$5,000.

6.7. No Unauthorized Disclosure of Licensed Data

- 6.7.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will hold all Licensed Data in confidence, and will not reproduce or otherwise disclose any

Licensed Data except the Licensor's employees and Consultants to the extent such parties need to know such information to fulfil or perform their obligations under these Terms and Conditions, are informed of the confidential nature of Licensed Data, are directed to hold Licensed Data in the strictest confidence, and agree to act in accordance with these Terms and Conditions.

- 6.7.2.** The Licensee will make all reasonable efforts to ensure that Licensed Data is stored on its system or otherwise handled such that Licensed Data is secure from unauthorized access.
- 6.7.3.** The Licensee will promptly notify the Licensor of any misuse, misappropriation or unauthorized disclosure of such Licensed Data which has come to the Licensee's attention and promptly take all reasonably necessary corrective actions to investigate, contain and remediate the incident.
- 6.7.4.** The Licensee acknowledges that: (i) unauthorized disclosure of Licensed Data could reasonably be expected to significantly prejudice the competitive position of the Licensor and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Licensed Data to any other person without the written consent of the Licensor; and (ii) the Licensee will give, where reasonably practical and legally permissible, at least three business days notice to the Licensor of the possibility of any such decision, order or decision and will co-operate with the Licensor and its Suppliers in respect thereto.

6.8. Compliance with Applicable Laws Including Freedom of Information Requests and/or Disclosure to External Parties

- 6.8.1.** The Licensee agrees to comply with all Applicable Laws including the Licensee's obligations under MFIPPA.
- 6.8.2.** For greater certainty, when considering the statutory disclosure of any Licensed Data, in respect to a Freedom of Information request or otherwise, the Licensee acknowledges that it may be required to provide notice of Third Party Information to the Licensor under Section 21 of MFIPPA before any release decision is made. The Licensee may also transfer the relevant parts of an FOI request to the Licensor using the greater interest provisions of Section 18 of MFIPPA.

6.9. Records and Audit

- 6.9.1.** The Licensee agrees to maintain adequate records during the Term and for at least two years after termination of the Agreement to substantiate compliance. For greater certainty, such records may include user requests, access and storage logs, security policies, documented controls and contracts with third parties accessing Licensed Data.
- 6.9.2.** Upon at least ten days' written notice by MPAC, the Municipality will permit the MPAC or its representatives to access its premises, equipment and software during business hours to allow electronic or manual audits to be conducted solely for compliance with the Permitted Uses of MPAC Data Products, provided that MPAC and its representatives take all reasonable steps to minimize interference with the Municipality's operations.

6.10. Term and Termination

- 6.10.1.** The Term of this Agreement shall be four years from the Effective Date.
- 6.10.2.** Upon the conclusion of the Term, the Agreement shall automatically renew for an additional year unless the Municipality provides written notice to MPAC of its intent to

not renew the Agreement, in which event the Agreement shall terminate at the conclusion of the current Contract Year.

- 6.10.3. The Parties may mutually agree in writing to terminate this Agreement.
- 6.10.4. The Licensor may provide written notice to the Licensee where (i) the Licensee is in breach of any Terms and Conditions; or (ii) if these Terms and Conditions conflict with any Applicable Laws or legal instrument arising thereunder.
- 6.10.5. The Parties will meet within ten days of such notice and make all reasonable efforts to develop and agree to a remedial course of action.
- 6.10.6. Should the Parties be unable to agree to a remedial course of action, the Licensor may terminate the Licensee's licence and right to use the Licensor Data.
- 6.10.7. In addition to or in lieu of termination rights, the Licensee agrees that the Licensor is entitled to injunctive relief to restrain any continuation of a breach of these Terms and Conditions after receipt of written notice to the Licensee to cease activities causing the breach.
- 6.10.8. For greater clarity, any termination under these Terms and Conditions does not impact either Party's obligations to provide legislated products to the other Party, including MPAC's obligations to provide statutory products to the Municipality under the *Assessment Act* or other applicable legislation.

6.11. Destruction and Post Termination Obligations

- 6.11.1. When Licensed Data is no longer required for the purposes set out in these Terms and Conditions or upon termination of the Agreement, upon request of the Licensor, the Licensee agrees to destroy Licensed Data and provide written confirmation of same.
- 6.11.2. Notwithstanding the foregoing, if applicable, the Parties may retain one copy of applicable Licensed Data to permit the Parties to satisfy their respective regulatory record retention obligations, where such copy of Licensed Data will not be accessible by the Licensee or its officers, directors, employees, representatives or agents in the ordinary course.

7. General

- 7.1.1. This Agreement will not be assignable, either in whole or in part, by either Party without the prior written consent of the other Party.
- 7.1.2. This Agreement replaces and supersedes any earlier agreements, undertakings, arrangements or otherwise, verbal or in writing, between the Parties with respect to the subject matter covered, including the Service Level Agreement, the Municipal Licence Agreement and Product Use Sheets, the Municipal Connect Licence and the OPMA GMLA.
- 7.1.3. Sections 6.3 (Restrictions), 6.4 (Ownership of Licensed Data), 6.5 (Disclaimers), 6.6 (Indemnity and Limitation of Liability), 6.7 (No Unauthorized Disclosure of Licensed Data), 6.9 (Records and Audit) and 6.11 (Destruction and Post Termination Obligations) will survive the termination of this Agreement.
- 7.1.4. This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario and the Parties agree to attorn to the exclusive jurisdiction of the courts of Ontario for resolution of any dispute hereunder.
- 7.1.5. Unless otherwise advised in writing, any notice to be delivered hereunder will, in the case of the Municipality, be to its Clerk at City Hall or Administrative Centre and, in the case of MPAC, will be to its President and Chief Administrative Officer.
- 7.1.6. No waivers or amendments will be effective unless expressly written and signed by both Parties.

7.1.7. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with Applicable Laws.

By signing below, each Party acknowledges that it has read and understood the terms of this Agreement, and for good and valuable consideration, agrees to be bound by these terms:

“MUNICIPALITY”

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Signed: _____

Signed: Carmelo Lipsi

Name: _____

Name: Carmelo Lipsi

Title: _____

Title: Vice-President and COO

Date: _____

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

<u>Term</u>	<u>Definition</u>
Acknowledgment	The successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.
Affiliates	An affiliate as defined in the <i>Business Corporations Act, R.S.O. 1990, c. B.16</i> .
Agreement	The Data Sharing and Services Agreement.
API	Application Programming Interface
Applicable Laws	Applicable statutes, bylaws, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
Apportionment	An apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
ARB	Assessment Review Board.
Assessment Act	<i>Assessment Act, R.S.O. 1990, c. A.31</i> .
Assessment-Sale Price Ratio or ASR	Assessment-Sale Price Ratio has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Building Plan	Documents outlining the details of construction projects submitted to the Municipality.
Building Permit	A new official permit, or any updates or revisions to an existing official permit, issued by the Municipality, that evidences the granting by the Municipality of its formal permission for the commencement of construction, demolition, addition or renovation to a property.
Business Day	Monday to Friday, excluding Federal and Provincial statutory holidays observed by MPAC at its offices in Pickering, Ontario.
Condominium Plan	A new registered condominium plan.
Condominium Plan Information Form or CPIF	Condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Coefficient of Dispersion or COD	Coefficient of Dispersion has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Complete Building Permit	A Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).

<u>Term</u>	<u>Definition</u>
Completed MPAC Response Form	An MPAC Response Form completed by MPAC and delivered to the Municipality.
Completed Tax Application	A Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.
Completed Vacant Unit Rebate Application	A Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.
Consolidation	The amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.
Consultant	A consultant, contractor, agent or supplier retained by the Licensee who uses Licensed Data solely for the Licensee's use of Licensed Data in accordance with this Agreement, provided that prior to delivery of Licensed Data to Consultant, the Licensee has an executed contract with Consultant wherein Consultant agrees to adhere to Section 6 (Data Terms and Conditions of Use).
Contract Year	Initially, the period commencing on the Effective Date and ending 12 months following the Effective Date, and thereafter, each successive twelve-month period during the Term, provided that the final Contract Year will end on the last day of the Term.
Custom Products	Custom products created and licensed by MPAC to the Municipality subject to additional licensing terms and conditions. Custom Products may also be created and licensed by MPAC to third parties.
Data Terms and Conditions of Use	The terms and conditions for use by the Municipality, MPAC and Consultants of Licensed Data.
Dependencies	The activities which the Municipality must complete in a timely manner in order for MPAC to be able to perform the Services in a manner that meets the Service Levels.
DSSA	The Data Sharing and Services Agreement.
Effective Date	The date upon which the Agreement shall be effective.
Enquiry	An Urgent Enquiry and a Non-Urgent Enquiry.
External Distribution Purpose	The distribution of MPAC Data Products to any third party other than to a Consultant.
Governmental or Regulatory Authority	Any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board or tribunal or other law or regulation making entity having jurisdiction over MPAC or the Municipality.
IAAO	International Association of Assessing Officers.

<u>Term</u>	<u>Definition</u>
IAAO Standards	The technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Internal Planning Purposes	A municipal planning or assessment base management activity pursuant to Section 53 of the <i>Assessment Act</i> where MPAC Data Products are kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.
Internal Operational Purposes	The delivery of operations, programs, services or information by the Municipality where MPAC Data Products are kept internal to the Municipality and only used for such operational purposes by the Municipality.
Land Registry Office	Offices of the government of Ontario in which title or ownership in real property is registered.
Land Registry System	System through which land registration documents are submitted to and recorded by the Land Registry Office.
Licensed Data	MPAC Data Products for the Municipality; Municipality Documents for MPAC.
Licensee	The Municipality for MPAC Data Products; MPAC for Municipality Documents.
Licensor	MPAC for MPAC Data Products; the Municipality for Municipality Documents.
MFIPPA	<i>Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.</i>
Monthly PRAN Report	The report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC's issuance of such PRANs.
MPAC	Municipal Property Assessment Corporation.
MPAC Data Products	Licensed MPAC data products made available by MPAC in accordance with the Agreement.
MPAC Regional Manager	MPAC's Regional Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC Account Manager	MPAC's Account Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC's Response Form	MPAC's form used for recording Tax Application information.
Measurement Period	The period of time used to measure MPAC's performance of a Service against the related Service Level.
MPlan	A new registered plan of subdivision.
Municipal Connect	MPAC's website portal for distributing MPAC Data Products to the Municipality.

<u>Term</u>	<u>Definition</u>
Municipal Liaison Group (MLG)	An MPAC committee comprised of municipal and association representatives. Membership reflects a broad spectrum of Ontario municipal issues and interests.
Municipal Licence Agreement	The Property Assessment Information Licence – Municipalities effective January 1, 2007 previously executed by the Parties.
Municipality	The municipality which is a Party to the Agreement.
Municipal Connect Licence	The Municipal Connect Terms and Conditions Of Use which authorized municipal users agreed to when accessing MPAC data on Municipal Connect.
Municipality Documents	Source documents from the Municipality required to meet the Dependencies.
New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either: (i) Building Permits issued in respect of such Property Categories during such calendar year; or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
New Assessment Report	A report that sets out: (i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
Non-Urgent Enquiry	Any Enquiry received by MPAC from the Municipality submitted to MPAC's WorkSight portal.
Omitted Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> .
OPMA Agreement	The General Municipal Licence Agreement – OPMA Assessment Mapping Data Products which licenses Ontario Parcel data to the Municipality.
Parties	MPAC and the Municipality and Party means either one of them, as applicable.

<u>Term</u>	<u>Definition</u>
Permit Tracking System	MPAC's central repository of Building Permits.
PRAN	The Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , as amended from time to time.
Preliminary New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.
Product Use Sheets	Amendments to the Municipal Licence Agreement for MPAC data to fulfill the Municipality's custom MPAC data requests previously executed by the Parties.
Property Category	All properties located in the Province of Ontario that MPAC classifies as: (i) residential; (ii) residential condominium; (iii) commercial and industrial; or (iv) new registered plans of subdivision; or (v) properties owned by the Province of Ontario or the Government of Canada.
Property Class	The property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i> , and the property subclasses provided in the regulations made thereunder, all as amended from time to time.
Response	The provision of a sufficient answer to the Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.
RPlan	A reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P. 13</i> , following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.
Severance / Consolidation Information Form or SCIF	The form which sets out information related to an Apportionment, and is used by the Municipality to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322(1) of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Service Levels	The criteria set out in the SLA that MPAC commits to achieving when providing the Services.
Services	The services that MPAC provides to the Municipality as provided in the SLA.

<u>Term</u>	<u>Definition</u>
Service Level Agreement (SLA)	A set of Service Levels developed by MPAC and municipalities that establishes meaningful performance standards for assessment services.
Severance	The separation, authorized by the Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.
Supplementary Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> , effective on the date on which the property commences to be used for any purpose.
Suppliers	For MPAC Data Products, MPAC and MPAC data licensors which may include Teranet Inc. and its affiliates and the Province of Ontario. For Municipality Documents, the Municipality and the Municipality's data suppliers.
Tax Application	An application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended from time to time; (ii) in the case of a municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.
Term	The duration of the Agreement as specified in Section 6.10.
Terms and Conditions	The Data Terms and Conditions of Use.
Third Party Information	Trade secrets or scientific, technical, commercial, financial or labour relations information that is supplied by the Licensor to the Licensee in confidence, either implicitly or explicitly, pursuant to MFIPPA.
Timely Building Permit	A Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.
Timely Completed Tax Application	A Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.
Timely Completed Vacant Unit Rebate Application	Collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.
Urgent Enquiry	An Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.

<u>Term</u>	<u>Definition</u>
Vacant Unit Rebate Application	An application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006</i> , S.O. 2006, c. 11, Sched. A, as amended from time to time; or (ii) in the case of a municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011</i> , S.O. 2001, c. 25, as amended from time to time.
Year End Tax File	The electronic data file that MPAC delivers to the Municipality each calendar year for municipal planning and tax purposes.
Year End Tax File Error	A problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.

Appendix 2 - Service Level Agreement Exhibits

Pursuant to Section 3.2 of the Agreement, the following exhibits collectively provide the Service Levels to the Service Level Agreement.

**PART 1
SERVICE LEVELS APPLICABLE TO THE ASSESSMENT ROLL**

Service Level Name:	Accuracy of Assessment of Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ ASR ”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“ COD ”) standards as set forth in the IAAO Standards.
Definitions:	“ IAAO Standards ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Farm Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for farm properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
Definitions:	“ IAAO Standards ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Multi-Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for multi-residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
Definitions:	“ IAAO Standards ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Commercial and Industrial Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for commercial and industrial properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
Definitions:	“ IAAO Standards ” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy and Timeliness of Delivery of the Year-End Tax File
Service Level Objective:	To provide the Year-End Tax File annually no later than December 8th, in the agreed upon format, that can be successfully loaded into a Municipality's system.
Service Level Requirements:	<p>MPAC will deliver the Year-End Tax File to Municipalities no later than December 8th of each calendar year. If a Year-End Tax File Error is discovered that prevents the Year-End Tax File from being loaded, MPAC will provide a Year-End Tax File Error free replacement Year-End Tax File within seven Business Days of a Municipality notifying MPAC of the Year-End Tax File Error.</p> <p>MPAC will provide a minimum of six months' notice of any changes to the format of the Year-End Tax File.</p>
Definitions:	<p>"Year-End Tax File Error" means a problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.</p> <p>"Year-End Tax File" means the electronic data file that MPAC delivers to each Municipality each calendar year for municipal planning and tax purposes.</p>
Measurement Process:	MPAC will monitor the number of timely Year-End Tax Files delivered by December 8th each calendar year to Municipalities in the agreed upon format, and will identify the number of Year-End Tax Files that cannot be loaded.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>Each Municipality must be capable of accepting the Year-End Tax File in the applicable format.</p> <p>Data provided in the Year-End Tax File may be used only in accordance with Section 53(3) of the <i>Assessment Act, R.S.O. 1990, c. A.31</i>.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually, and the report will include a list, provided by MPAC, of the quality control process checks performed by MPAC on the Year-End Tax File.

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

Service Level Name:	Timeliness of Processing Building Permit Notifications
Service Level Objective:	To ensure all Building Permit notifications are loaded to MPAC's Permit Tracking System database within a specified time.
Service Level Requirements :	<p><u>Paper Building Permits</u>. At least 90% of the total number of Building Permits that MPAC receives in paper format from a Municipality in a calendar month will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Not Received in the Predefined Format</u>. At least 90% of the total number of Building Permits that MPAC receives electronically from a Municipality in a calendar month that have not been completed in the predefined format as published by MPAC will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Received in the Predefined Format</u>: All Building Permits that MPAC receives electronically from a Municipality in a calendar month completed in the predefined format as published by MPAC, will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p>
Definitions:	<p>"Complete Building Permit" means a Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).</p> <p>"Permit Tracking System" means MPAC's central repository of Building Permits.</p> <p>"Timely Permit" means a Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.</p>

Measurement Process:	<p>MPAC will track each Building Permit that it receives in paper format from the moment it arrives in MPAC's central processing facility. Each paper-format Building Permit that MPAC receives at its Central Processing Facility will be stamped with the date and time of such receipt.</p> <p>MPAC will track each Building Permit that it receives electronically from the moment it is received in the designated mailbox or through the MPAC-designated web service.</p>
Measurement Period:	Calendar month.
Formula:	$\frac{\text{Total number of Timely Permits in a calendar month}}{\text{Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month}}$ <p>expressed as a percentage.</p>
Dependencies:	All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly.

Service Level Name:	Timeliness of Delivery of the Quarterly and Preliminary New Assessment Forecasts
Service Level Objective:	To deliver preliminary and quarterly forecasting reports to Municipalities predicting new assessment growth.
Service Level Requirements:	<p>MPAC will deliver a New Assessment Forecast to Municipalities within 30 days following the end of each of the first three quarters in a calendar year. For clarity, MPAC will deliver a total of three New Assessment Forecasts to Municipalities during a calendar year.</p> <p>MPAC will deliver a Preliminary New Assessment Forecast to Municipalities within 30 days following the commencement of the fourth quarter of each calendar year.</p>
Definitions:	<p>“New Assessment Forecast” means MPAC’s forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either</p> <p>(i) Building Permits issued in respect of such Property Categories during such calendar year or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p> <p>“Preliminary New Assessment Forecast” means MPAC’s forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipalities in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.</p>
Measurement Process:	<p>MPAC will track the period of time from the end of the calendar quarter until MPAC delivers the New Assessment Forecast.</p> <p>MPAC will track the period of time beginning at the commencement of the fourth calendar quarter until MPAC delivers the Preliminary New Assessment Forecast.</p>
Measurement Period:	Calendar quarter.
Formula:	N/A.

<p>Dependencies:</p>	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must contain sufficient information to enable MPAC to predict accurate new assessment growth.</p>
<p>Additional Exceptions:</p>	<p>N/A.</p>
<p>Delivery of Service Level Report by MPAC:</p>	<p>Quarterly for the New Assessment Forecasts (except for the fourth calendar quarter of a calendar year).</p> <p>Annually for the Preliminary New Assessment Forecast.</p>

Service Level Name:	Timeliness of MPAC's delivery of the New Assessment Report to Municipalities.
Service Level Objective:	To provide a report to Municipalities that compares actual versus forecasted new assessment growth.
Service Level Requirement:	MPAC will deliver the New Assessment Report to Municipalities within 30 days following the end of each calendar year.
Definitions:	<p>"New Assessment Report" means a report that sets out:</p> <p>(i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p>
Measurement Process:	MPAC will track the period of time from the end of the calendar year until MPAC delivers the New Assessment Report.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must</p>

	contain sufficient information to enable MPAC to predict accurate new assessment growth.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annual.

Service Level Name:	Processing of Supplementary and Omitted Assessments
Service Level Objective:	Process Supplementary Assessment Change and Omitted Assessment Change in a timely manner.
Service Level Requirement:	Process at least 85% of the total value of Supplementary Assessment Change and related Omitted Assessment Change within one year of such Supplementary Assessment Change or Omitted Assessment Change, and the balance of the total value of Supplementary Assessment Change and related Omitted Assessment Change in accordance with the requirements of Sections 33 and 34 of the <i>Assessment Act</i> .
Definitions:	<p>"Supplementary Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31, effective on the date on which the property commences to be used for any purpose.</p> <p>"Omitted Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31.</p>
Measurement Process:	<p>For each Property Category, MPAC will track the period of time it takes from when the property commences to be used until the Supplementary Assessment Change and the related Omitted Assessment Change is entered into and approved in MPAC's systems.</p> <p>For each Property Category, MPAC will measure the Supplementary Assessment Change and the related Omitted Assessment Change attributable to properties that commence to be used that are entered and approved in MPAC's systems.</p>
Measurement Period:	Calendar year.
Formula:	Total value of Supplementary Assessment Change and Omitted Assessment Change for each Property Category within the calendar year approved in MPAC's systems within one year following the date each property becomes occupied ÷ Total value of Supplementary Assessment Change and the Omitted Assessment Change for that same Property Category within the calendar year, expressed as a percentage.

Dependencies:	All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by
	<p>MPAC within 30 days following their issuance by the Municipality.</p> <p>The Municipality must provide non-residential building plans to MPAC within 10 days of request by MPAC.</p> <p>The Municipality must notify MPAC that applicable properties have become occupied and/or provide MPAC with timely updates on the progress of construction, alterations or additions.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually.

Service Level Name:	Timeliness of Delivery of Monthly PRAN Reports
Service Level Objective:	To deliver Monthly PRAN Reports to Municipalities by specified dates.
Service Level Requirements:	MPAC will deliver the Monthly PRAN Report to Municipalities within 30 days following the end of each calendar month.
Definitions:	<p>“Monthly PRAN Report” means the report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC’s issuance of such PRANs.</p> <p>“MPlan” means a new registered plan of subdivision.</p> <p>“PRAN” means the Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, as amended from time to time.</p> <p>“Property Class” means the property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, and the property subclasses provided in the regulations made thereunder, all as amended from time to time.</p>
Measurement Process:	N/A.
Measurement Period:	Calendar month.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly

Service Level Name:	Timeliness of Delivery of the Severance/Consolidation Information Form (“SCIF”)
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of SCIFs within 150 days of plan registration
Service Level Requirement:	<p>At least 90% of the total number of SCIFs in respect of MPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following such registration.</p> <p>100% of the total number of SCIFs in respect of MPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration.</p> <p>At least 90% of the total number of SCIFs in respect of RPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following the registration of the first sale on such RPlan.</p> <p>100% of the total number of SCIFs in respect of RPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration of the first sale on such RPlan.</p>
Definitions:	<p>“Apportionment” means an apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i>, as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended.</p> <p>“Consolidation” means the amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.</p> <p>“MPlan” means a new registered plan of subdivision.</p> <p>“RPlan” means a reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act, RSO 1990 Ch.P.13</i>, following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.</p> <p>“SCIF” means the Severance/Consolidation Information Form, which sets out information related to an Apportionment, and is used by Municipalities to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act</i>,</p>

	<p>2001, S.O. 2001, c. 25, as amended, or Section 322(1) of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p> <p>“Severance” means the separation, authorized by a Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.</p>
Measurement Process:	For each property, MPAC will track the period of time commencing when the applicable MPlan or RPlan and sale is registered in the Land Registry System until the SCIF in respect of such MPlan or RPlan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	<p>Total number of SCIFs in respect of MPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of MPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p> <p>Total number of SCIFs in respect of RPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of RPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p>
Dependencies:	Delivery by the Municipality to MPAC (or MPAC’s agent) of required information in order for MPAC to be able to process SCIFs including, without limitation, information on lot zoning, lot addresses, and lot servicing.
Additional Exceptions:	Any delay in MPAC’s receipt of the information from the Land Registry System and/or any other third party required in order to complete the SCIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of Delivery of the Condominium Plan Information Form (“CPIF”)
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of CPIFs within 150 days following registration.
Service Level Requirement:	At least 90% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System during a calendar year will be delivered by MPAC to Municipalities within 150 days following such registration. 100% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System will be delivered by MPAC to Municipalities within one year following such registration.
Definitions:	“ Condominium Plan ” means a new registered condominium plan. “ CPIF ” means condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Measurement Process:	For each property, MPAC will track the period of time from when the Condominium Plan in respect of such property is registered in the Land Registry System until the CPIF in respect of such Condominium Plan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	Total number of CPIFs delivered to the Municipality within 150 days in a given reporting period ÷ total number of CPIFs delivered to the Municipality in the same reporting period, expressed as a percentage.
Dependencies:	N/A.
Additional Exceptions:	Any delay in MPAC’s receipt of information from the Land Registry System and/or any other third party required in order to complete the CPIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of delivery of completed Tax Applications
Service Level Objective:	To complete and return to Municipalities at least 90% of Tax Applications within 90 days of receipt.
Service Level Requirements :	<p>At least 90% of the total number of Tax Applications received by MPAC during a calendar year will be reviewed, responded to and such response delivered through MPAC's Response Form to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p> <p>All Tax Applications received by MPAC on or before May 15th of a calendar year will be reviewed, responded to and such responses delivered by MPAC to the Municipality on or before August 15th of that same calendar year.</p>
Definitions:	<p>"Completed Tax Application" means a Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.</p> <p>"MPAC's Response Form" means MPAC's form used for recording Tax Application information.</p> <p>"Completed MPAC Response Form" means an MPAC Response Form completed by MPAC and delivered to the Municipality.</p> <p>"Tax Application" means an application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended from time to time; (ii) in the case of a Municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i>, as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.</p> <p>"Timely Completed Tax Application" means a Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Tax Application from the Municipality until MPAC

	delivers a Completed Tax Application to such Municipality. MPAC will track the accuracy of Completed Tax Applications.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Tax Applications in a calendar quarter for the Municipality ÷ Total number of Tax Applications received by MPAC in that same calendar quarter for the Municipality, expressed as a percentage.
Dependencies:	<p>MPAC must receive all required supporting documentation to the Tax Application in order to process a Completed MPAC Response Form, including, without limitation, all documentation required from the taxpayer.</p> <p>In order for MPAC to deliver a response in respect of a Tax Application to a Municipality prior to August 15th, MPAC must receive all required supporting documentation to such Tax Application, including, without limitation, all documentation required from the taxpayer, by May 15th (or the next Business Day) of that same calendar year.</p>
Additional Exceptions:	The failure of any third party to provide any information required to accurately provide a Completed Tax Application or MPAC's Response Form.
Delivery of Service Level Report by MPAC:	Quarterly.

Service Level Name:	Timeliness of Delivery of Completed Vacant Unit Rebate Applications
Service Level Objective:	To complete and return 100% of the original and interim Vacant Unit Rebate Applications within 60 days.
Service Level Requirement:	100% of the total number of Vacant Unit Rebate Applications received by MPAC during the calendar quarter will be reviewed, responded to and such response delivered by MPAC to the Municipality within 60 days following MPAC's receipt of such Vacant Unit Rebate Application.
Definitions:	<p>"Completed Vacant Unit Rebate Application" means a Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.</p> <p>"Timely Completed Vacant Unit Rebate Application" means collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.</p> <p>"Vacant Unit Rebate Application" means an application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i>, as amended from time to time; or (ii) in the case of a Municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011, S.O. 2001, c. 25</i>, as amended from time to time.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Vacant Unit Rebate Application from the Municipality until MPAC delivers a Completed Vacant Unit Rebate Application and related factual information in respect of such Vacant Unit Rebate Application to such Municipality.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Vacant Unit Rebate Applications for a Municipality in a calendar quarter ÷ Total number of Vacant Unit Rebate Applications received by MPAC for such Municipality in that same calendar quarter, expressed as a percentage.

Dependencies:	MPAC must be in receipt of all necessary information from the Municipality in order to process a Vacant Unit Rebate Application.
Additional Exceptions:	This Service Level does not apply to Vacant Unit Rebate Applications that are resubmitted pursuant to section 41(1) of O. Reg. 121/07 made under the <i>City of Toronto Act</i> , as amended from time to time, in the case of the City of Toronto, or in the case of all Municipalities except for the City of Toronto, section 4(1) of O. Reg. 325/01 made under the <i>Municipal Act</i> , as amended from time to time.
Delivery of Service Level Report by MPAC:	Quarterly.

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

Service Level Name:	Response to and Resolution of Municipal Enquiries
Service Level Objective:	To acknowledge and resolve Enquiries from Municipalities within specified time periods
Service Level Requirement:	<p>Urgent Enquiries: Response to Municipality of Urgent Enquiries received by the MPAC Regional Manager or the MPAC Account Manager (as applicable) within two Business Days of MPAC's receipt of such Enquiry.</p> <p>Non-Urgent Enquiries: Acknowledgment to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within one Business Day of MPAC's receipt of such enquiry.</p> <p>Response to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within 30 days of MPAC's receipt of such email.</p>
Definitions:	<p>"Acknowledgment" means the successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.</p> <p>"Enquiry" means an Urgent Enquiry and a Non-Urgent Enquiry.</p> <p>"Non-Urgent Enquiry" means any Enquiry received by MPAC from a Municipality submitted to MPAC's WorkSight portal.</p> <p>"Response" means the provision of a sufficient answer to a Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.</p> <p>"Urgent Enquiry" means an Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.</p>
Measurement Process:	MPAC will track all Urgent Enquiries and Non-Urgent Enquiries and will track all Acknowledgment and Response times.

Measurement Period:	Calendar quarter
Formula:	For a given Municipality, the total number of Enquiries addressed within 30 days of receipt in a given reporting period ÷ the total number of Enquiries addressed in the same reporting period, expressed as a percentage.
Dependencies:	<p>Municipalities must clearly articulate each question and provide to MPAC all required supporting information.</p> <p>Municipalities must properly identify and justify that an Enquiry is an Urgent Enquiry.</p>
Additional Exceptions:	<p>Any Urgent Enquiries or Non-Urgent Enquires that are part of a Request for Reconsideration or any appeal proceeding will not be counted for the purposes of this Service Level.</p> <p>Any Urgent Enquiries or Non-Urgent Enquires that must be reviewed by MPAC's Legislation and Policy Support Services Department will not be counted for the purposes of this Service Level.</p> <p>In order for this Service Level to apply, Urgent Enquiries or Non-Urgent Enquiries must be MPAC's sole responsibility. If MPAC requires any information, data, or advice from any third party, this Service Level will not apply.</p>
Delivery of Service Level Report by MPAC:	Quarterly.



BY-LAW NO 2023-52

BEING A BY-LAW TO APPOINT MILLS AS DEPUTY CLERK FOR THE
TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS of the Municipal Act, 2001, S.O. 2001 c.25, Section 227 provides for officers and employees of the municipality to implement and carry out council's decisions, to establish administrative practices and procedures, to provide advice to council on municipal policies and programs and to carry out duties required by legislation; and

AND WHEREAS Subsection 228(2) of the Municipal Act, 2001 provides that a municipality may appoint Deputy Clerks who have all the powers and duties of the Clerk under the Municipal Act, 2001 and any other Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby appoints Tiana Mills as Deputy Clerk for the Township of Billings
- 2.0 THAT the appointment made on March 1, 2021 is hereby ratified and confirmed.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Mills, Deputy Clerk By-Law"

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-53

BEING A BY-LAW TO APPOINT MCCULLIGH AS TREASURER FOR THE
TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 c.25, Section 227 provides for officers and employees of the municipality to implement and carry out council's decisions, to establish administrative practices and procedures, to provide advice to council on municipal policies and programs and to carry out duties required by legislation; and

AND WHEREAS the Municipal Act, 2001 c. 25 Section 286 (1) provides that the Council of a municipality shall appoint a treasurer

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby appoints Cheryl McCulligh as Treasurer for the Township of Billings
- 2.0 THAT the appointment made on November 15, 2021 is hereby ratified and confirmed.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "McCulligh, Treasurer By-Law"

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-54

BEING A BY-LAW TO APPOINT CONNELL AS FIRE CHIEF FOR THE
TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 c.25, Section 227 provides for officers and employees of the municipality to implement and carry out council's decisions, to establish administrative practices and procedures, to provide advice to council on municipal policies and programs and to carry out duties required by legislation; and

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 Subsection 6(1) of provides that if a fire department is established for the whole or part of a municipality or for more than one municipality, the Council of the municipality shall appoint a fire chief

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby appoints Martin Connell as Fire Chief for the Township of Billings
- 2.0 THAT the appointment made on December 21st, 2020 is hereby ratified and confirmed.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Connell, Fire Chief By-Law"

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-55

BEING A BY-LAW TO APPOINT MILLS AS EMERGENCY INFORMATION OFFICER FOR THE TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 c.25, Section 227 provides for officers and employees of the municipality to implement and carry out council's decisions, to establish administrative practices and procedures, to provide advice to council on municipal policies and programs and to carry out duties required by legislation; and

AND WHEREAS O. Reg. 380/4 made under the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9 provides that every municipality shall designate an employee of the municipality as its emergency information officer

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby appoints Tiana Mills as Emergency Information Officer for the Township of Billings
- 2.0 THIS By-Law shall come into full force and effect upon final passage.
- 3.0 THIS By-Law may be cited as "Mills, Emergency Information Officer By-Law"

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-56

BEING A BY-LAW TO DESIGNATE A HEAD FOR THE PURPOSES OF
THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY ACT FOR THE TOWNSHIP OF BILLINGS

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, Chapter M.56, Section 3(1) as amended provides that the members of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as head of the municipality for the purposes of the Act;

AND WHEREAS Section 49 (1) provides that a head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation;

AND WHEREAS the Council deems it necessary and expedient to designate a head for the purposes of the Act.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
BILLINGS ENACTS AS FOLLOWS:**

- 1.0 That the Council Corporation of the Township of Billings hereby designates the Mayor as Head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act.
- 2.0 That the Mayor be authorized to delegate all powers and duties under the Municipal Freedom of Information and Protection of Privacy Act to the CAO/Clerk.
- 3.0 That all previous By-Laws relating to this matter are hereby rescinded
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "Appoint CAO/Clerk as Head for Municipal Freedom of Information Requests By-Law"

READ a FIRST and SECOND TIME this 20th day of June 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-57

BEING A BY-LAW TO APPOINT CYR AS PUBLIC WORKS
SUPERINTENDENT FOR THE TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 c.25, Section 227 provides for officers and employees of the municipality to implement and carry out council's decisions, to establish administrative practices and procedures, to provide advice to council on municipal policies and programs and to carry out duties required by legislation; and

AND WHEREAS The Public Transportation and Highway Improvement Act, R.S.O. 1990, Chapter P.50, Section 72(1) requires that every Township shall, by by-law, appoint a Township Road Superintendent who, subject to the direction of Council, shall inspect all roads under the jurisdiction and control of the Township, and shall lay out and supervise all work on such roads

AND WHEREAS the Corporation of the Township of Billings deems it expedient to appoint a Public Works Superintendent with all the authority and responsibility as the Road Superintendent;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS ENACTS AS FOLLOWS:

- 1.0 THAT the Corporation of the Township of Billings hereby appoints Chris Cyr as Public Works Superintendent for the Township of Billings
- 2.0 THAT the appointment made on April 11, 2022 is hereby ratified and confirmed.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Cyr, Road Superintendent By-Law"

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-58

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE TOWNSHIP OF BILLINGS

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS The Council for The Corporation of the Township of Billings deems it expedient that the proceedings of meetings of the Council be confirmed and adopted by By-Law;

NOW THEREFORE the Council of The Corporation of the Township of Billings enacts as follows:

1. THAT the actions of the Council of The Corporation of The Township of Billings at its Council Meeting held on June 20th, 2023 in respect to each report, motion, resolution or other actions recorded and taken by Council at its meetings, except where the prior approval of the Ontario Lands Tribunal is required is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. THAT the Mayor and CAO/Clerk, or such other official as deem appropriate are hereby authorized and directed to do all things necessary to give effect to the said action, of Council of the Township of Billings referred to in the proceeding section.
3. THAT the Mayor and CAO/Clerk are hereby authorized and directed to execute all documents necessary on behalf of the Council and to affix the corporate seal of The Corporation of The Township of Billings to all such documents.
4. THIS By-Law shall come into full force and effect upon final passage.
5. THIS By-Law may be cited as the "June 20th, 2023 Confirmatory By-Law".

READ a FIRST and SECOND TIME this 20th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 20th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk