



The Corporation of the Township of Billings

Council Meeting Agenda

August 6, 2024 7:00 p.m.

Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Vince Grogan, Councillor

Ian Anderson, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Todd Gordon, Deputy CAO/Municipal Project Manager

1. Call to Order

Mayor Barker to call the meeting to order at 7:00pm.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

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

4.1. Regular Council Meeting – July 16, 2024

5. Delegation

6. Committee Reports

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

7. Staff Reports

7.1. PW-2024-08-05 Public Works Quarterly Report

7.2. CAO-2024-08-11 Vacant Lands

8. Correspondence Requiring Direction

8.1. Courageous Companions Service Dog Program – 2024 Sponsorship Request

Staff received an email on May 29th, 2024 with a sponsorship request to support the Courageous Companion program. Staff is recommending waiting until the 2025 budget process as this was not included in the council approved 2024 budget.

8.2. Support for New Tecumseth Resolution Regarding Well Water Testing



Staff received an email on July 11, 2024 seeking support for a resolution passed by New Tecumseth regarding the phasing out of free water testing for private wells. Staff is recommending council support this motion.

8.3. Support for the City of Belleville Resolution Regarding Family Doctors

Staff received an email on June 27, 2024 seeking support for a resolution passed by the City of Belleville regarding Family Doctors. Staff is recommending council support this motion.

9. Information

9.1. AMO Delegation

The Township of Billings was successful in their delegation requests to the Ministry of Municipal Affairs and Housing, the Ministry of Seniors and Accessibility and the Ministry of Infrastructure.

10. Accounts For Payment

10.1. Accounts for Payment – July 26, 2024

11. By-Laws and Agreements

11.1. 2024-46 Easement Agreement – 652 Lakeshore Road Ciesielski/Robinson

11.2. 2024-47 Lakeshore Maintenance Agreement

12. Notice of Motion

13. Closed Session

13.1. THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(3.1)] Educating or training members of the council, local board or committee – Procedural By-Law AND FURTHER returns to open session upon completion.

14. Confirmatory By-Law

14.1. By-Law No. 2024-48 Being the August 6th, 2024 Confirmatory By-Law

15. Adjournment

15.1. 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@billingsstp.ca



The Corporation of the Township of Billings

Council Meeting Minutes

July 16, 2024 7:00 p.m.

Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Vince Grogan, Councillor

Ian Anderson, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Todd Gordon, Deputy CAO/Municipal Project Manager

Tiana Mills, Deputy Clerk

1. Call to Order

Mayor Barker called the meeting to order at 7:00pm.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

2024-288

Moved by Grogan Seconded by Anderson

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

Carried.

3. Disclosure of Pecuniary Interest

None.

4. Adoption of Minutes

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

4.1. Regular Council Meeting – July 2, 2024

2024-289

Moved by Hunt Seconded by Anderson

THAT the July 2nd, 2024 Regular Council Meeting minutes be adopted as presented.

Carried.



5. Delegation

None.

6. Committee Reports

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

Councillor Hunt provided a verbal update on the July Museum Committee Meeting.

Deputy Mayor Hillyard provided a verbal update on the Show and Shine Event sponsored by the Parks, Recreation and Wellness Committee.

Councillor Grogan provided a verbal update on the July Island Wide Waste Committee Meeting.

2024-290

Moved by Hunt Seconded by Grogan

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

Carried.

7. Staff Reports

7.1. BP-2024-07-05 Easement Agreement 652 Lakeshore Road - Robinson Ciesielski
2024- 291

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby approves Report BP-2024-07-05 AND authorizes entering into an easement agreement with the owners of 652 Lakeshore Road for the installation of a waterline under Lakeshore Road abutting 652 Lakeshore Road AND FURTHER authorizes the appropriate By-Law coming forward.

Carried.

7.2. MPM-2024-07-10 Asset Management
2024- 292

Moved by Hillyard Seconded by Anderson

THAT the Township of Billings Council hereby approves Report MPM-2024-07-10; AND FURTHER approves acceptance of the quotation from PSD Citywide Inc.in the amount of \$84,755.00, plus HST, for the provision of consulting services in completing an



updated and 2025 compliant Asset Management Plan, including Building Condition Assessments (BCAs).

Carried.

7.3. MPM-2024-07-11 Notice of Motion, Mayor Barker, Mud Creek Road Access Review 2024-293

Moved by Grogan Seconded by Hunt

THAT the Township of Billings Council hereby approves Report MPM-2024-07-11 AND FURTHER directs staff to review and report on options for improving access to Mud Creek Road properties.

Carried.

7.4. MPM-2024-07-12 Notice of Motion, Mayor Barker, Lakeshore Road Structural Review 2024-294

Moved by Anderson Seconded by Grogan

THAT the Township of Billings Council hereby approves Report MPM-2024-07-12 AND FURTHER directs staff to research options to complete a structural review of Lakeshore Road.

Carried.

7.5. CAO-2024-07-10 Notice of Motion, Deputy Mayor Hillyard, Speed Reduction 2024- 295

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby direct staff to draft a By-Law for the speed reduction on the following roads Pleasant Valley Road, 8th Concession, 10th Concession, Fraser Road, 14th Concession and Newburn Road from the unposted speed limit of 80 km per hour to a posted speed reduction of 50 km per hour and secondly that the Roads department supervisor be directed to have staff install new posted speed signs of 50/km an hour as soon as possible. And that the new speed reduction on agriculture roads be advertised in the local news paper and on all social media platforms to show our support of our agriculture community in support of safer roads as identified last July 2023 by the Ontario Federation of Agriculture slow moving vehicle campaign.

Defeated.

2024-296

Moved by Hillyard Seconded by Grogan



THAT the Township of Billings Council hereby directs staff to complete a review of all roads in the Township of Billings in line with the Ontario Federation of Agriculture, Community Safety and the Strategic Plan.

Carried.

8. Correspondence Requiring Direction

8.1. Association of Municipalities of Ontario (AMO)/Ontario Medical Association (OMA) Joint Health Resolution Campaign 2024- 297

Moved by Grogan Seconded by Anderson

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Billings urge the Province of Ontario to recognize the physician shortage in the Township of Billings and



Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Carried.

9. Information

None.

10. Accounts For Payment

10.1. Accounts for Payment – June 26, 2024
2024-298

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council hereby ratifies and confirms the accounts for payment dated June 26th, 2024.

Carried.

11. By-Laws and Agreements

11.1. 2024-44 Canada Community Building Fund Agreement
2024-299

Moved by Grogan Seconded by Anderson

THAT By-Law No. 2024-44 Being the Canada Community Building Fund Agreement with the Association of Municipalities of Ontario (AMO) be read a first, second, third time and finally passed this 16th day of July, 2024.

Carried.

12. Notice of Motion

None.

13. Closed Session

2024-300

Moved by Anderson Seconded by Grogan

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(3.1)] Educating or training members of the council, local board or committee – Procedural By-Law AND [s. 239(2)(k)] A position, plan, procedure, criteria, or instruction to be applied to negotiations – Cleaning Contract AND FURTHER returns to open session upon completion.

Carried.

14. Report out of Closed Session

2024- 306



Moved by Anderson Seconded by Grogan

THAT Mayor Barker reported a closed meeting was held for educating or training members of Council – Procedural By-Law review and Council reviewed the Cleaning Contract with Lakeshore Maintenance.

Carried.

15. Confirmatory By-Law

15.1. By-Law No. 2024-45 Being the July 16th, 2024 Confirmatory By-Law 2024-307

Moved by Hunt Seconded by Anderson

THAT By-Law No. 2024-45 Being the July 16th, 2024 Confirmatory By-Law be read a first, second, third time and finally passed this 16th day of July, 2024.

Carried.

16. Adjournment

16.1. Motion to Adjourn
2024- 308

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby adjourn at 9:20 p.m.

Carried.

Mayor Bryan Barker

CAO/Clerk Véronique Dion



COUNCIL REPORT

Department: Public Works

Date: August 6, 2024

Report Number PW-2024-08-05

File: Public Works Quarterly Activity Update

Recommendation:

THAT the Township of Billings Council hereby receives for information Report PW-2023-08-05.

Background:

To provide Council with an update on Public Works (PW) activities for May – August, 2024.

Discussion:

Spring Activities

- PW was out early this spring doing clean up in and around the township with tree branches, sod repair from winter plowing, removing snow fence as well as other tasks
- The main street was swept and also around town
- The docks were installed at the AH marina. The docks in the small craft basin were adjusted due to water levels
- Some ditching was done on 8th Concession due to water pooling
- Spring grading was completed with some challenges (rain)

Summer Activities

- PW is out cold patching and getting the roads prepped for hard surfacing as well as all other roads
- Tenders for hard surfacing and calcium were sent out as an association (Manitoulin & North Shore Road Supervisor Association) and Beamish Construction was the successful bidder this year for hard surfacing and Pollard Supplies for the calcium
- As of July 25th, hard surfacing is nearly complete
- Grading has been done and calcium applied to most roads
- PW is busy at keeping the grass and grounds cut with the amount of rain this season
- Work has been done on our trail system (Dead trees and repairing washouts)
- PW is planning on trying to catch up on ditching this summer/fall
- Road side grass cutting is completed
- Garbage collection three times a week
- Landfill cover Monday and Friday
- Market set-up and tear down as well as parking patrol duty every Wednesday

Equipment

- All equipment seems to be working as it should with the exception of the backhoe



-
- The backhoe is having issues with regeneration (Strongco has been contacted for a service date)
 - Annual safety checks are due in August and September for trucks

Financial Impacts:

N/A

Alignment to Strategic Plan:

1. Provide community spaces that enrich the lives and encourage active lifestyles for all ages
2. Ensure safety and security
3. Ensure that current and future township assets are managed to be sustainable to meet our long-term needs

Alignment to the CEEP:

N/A

Respectfully Submitted by:

Chris Cyr, Roads Superintendent

Reviewed By:

Véronique Dion, CAO/Clerk

COUNCIL REPORT

Department: Chief Administrative Officer

Date: August 6, 2024

Report Number: CAO-2024-08-11

File: Vacant municipal land

Attachment: Public Consultation documents

Recommendation:

THAT Council receives report # CAO-2024-08-11 for information and discussion.

Background:

- Total assessment for the Township is 207 million, the Township currently has 55 municipally owned properties totaling 4.25million in assessment representing approximately 2% of all assessment in the Township.
- Population increases for Billings Township from 2016 to 2021 was 25%
- Development increase
- An information gathering session was held on July 25th to get the publics views on the use and potential for development on a 65acre property obtained by the municipality through tax sales in 2018
- The community is rapidly expanding, this year alone, we have issued 19 building permits for a variety of development with a total of 31 new builds since 2021. As we see more development coming in, we will need to adapt to the community's growing needs

Discussion:

A recent review of municipally owned lands was conducted where 55 properties were identified as being owned by the Township. Some of the properties are essential for the proper functioning of the community, some provide soft services such as the library and parks, but a number of them are currently being underutilized. Although municipalities should own lands to provide certain services to its residents, underutilized vacant lands should be avoided as they come to a cost to their residents.

A public consultation was held on July the 25th to gather the public's views on potential uses for a 65-acre property to the east of the village. The consultation session presented the community with a range of potential uses, some where we would see little to no change and some quite extreme that were meant to trigger the imagination, this all meant to give residents the opportunity to comment, discuss and identify potential uses of the vacant lands.

The property was separated into 3 areas where different types of zoning could be accommodated. In all, we had at least 42 individuals who came in and provided some



form of comment, many through the placement of tabs on the proposed uses and a dozen through comment cards. We did also receive 2 emails from individuals who wanted to ensure their views were heard.

Many of respondents added their tabs to the “leave as is” comment making it the top comment for all 3 zones, with Senior living being a second choice for area 1 and area 3 and connection to falls trails for area 2 and year-round trails being the third preferred choice for all three areas. A lookout and Bike trails as well as a municipal complex did receive some attention and the “sell it” comment came into 4th place on Area 1 and 5th place for area 2. Through conversation, it was discovered that some residents currently do use the property to walk trails, if this is the case, the trail system should be made available to all community members as they all pay equally into this property.

As mentioned previously, leaving the property as is, does come at a cost to taxpayers so finding a way to utilize it would give the taxpayers something for their investment.

Selling the property, as is, is not recommended as would remove the opportunity for the community to control the type of development that would happen, the community would be better served if we had a planned approach and identified specific lands for specific purposes.

Some additional comments received that were not identified as options:

- Bocci Ball
- Horseshoe
- Community orchard
- Lookout for the river
- Conservation for wetlands
- Graham Hill concerns
- Partnering with Habitat for Humanity for affordable housing
- Eco Center to partner with colleges and university.
- Housing for all
- Daycare (close to senior development)
- Year-round green house
- Permaculture

A review of all 55 municipal properties will be brought back to Council at a later date where some of these options could be considered.

Financial Impacts:

Many municipal costs are calculated on weighted assessment such as Policing and Social Services, together, those fees are over \$700,000, representing an additional cost of \$14,000 to taxpayers

Alignment to Strategic Plan:

Community Wellbeing:

Provide community spaces that enrich the lives and encourage active lifestyles for all ages

- Revitalize existing spaces where citizens of all ages naturally gather.
- Optimize experiences for users of our natural spaces.
- Determine strategic direction for underutilized municipal lands.

Ensure safety and security

- Improve neighbourhood connections and identify unique neighbourhood needs.

Facilitate support for seniors

- Research options for providing supports for seniors, such as independent living facilities

Resilient Natural Environment

Protect and enhance our natural assets

- Be good stewards of our streams, lakes, waterfalls and other natural assets.
- Continue to work with community partners to protect and expand our trail systems and open spaces.
- Prepare for, mitigate and adapt to changes in the natural environment.

Community Wellbeing

Provide community spaces that enrich the lives and encourage active lifestyles for all ages

- Revitalize existing spaces where citizens of all ages naturally gather.
- Optimize experiences for users of our natural spaces.
- Determine strategic direction for underutilized municipal lands.

Ensure safety and security

- Improve neighbourhood connections and identify unique neighbourhood needs.

Facilitate support for seniors

- Research options for providing supports for seniors, such as independent living facilities.

Alignment to the CEEP:

Respectfully Submitted By:

Véronique Dion CAO/Clerk

Reviewed By:

Véronique Dion CAO/Clerk



Welcome to our Public Information Gathering!

This is a preliminary review of the community's vision for the municipal owned 65-acre property along the eastside of Mudge Bay and the mouth of the Kagawong river.

The property consists of 65 acres of vacant land including a plateau, escarpments and cliffs. It has a 700ft frontage with year-round access.

This information gathering will help us to establish policy that is harmony with the vision of the community and to prioritize the different needs and wants of our residents. The lot can be separated into multiple sections, each having individual zoning to allow for specific types of development.

Zoning currently identifies a small portion of that area as Residential (R1) with the remainder being Rural (RU). Certain sections of the lot will need to be kept as conservation areas, especially those close to the river to reduce the impact to wildlife & natural habitat.

Three areas have been identified within the property; Area 1, Area 2 and Area 3.

Please use the colored sticky tabs provided to identify your top 2 visions for each area. Each color represents the area where you would like to see the type of development selected.

Area 1

Easy access to water system connections, allowing for more intensive uses such as housing, proposed zoning could include:

(R1) (C1) (TC)

Area 2

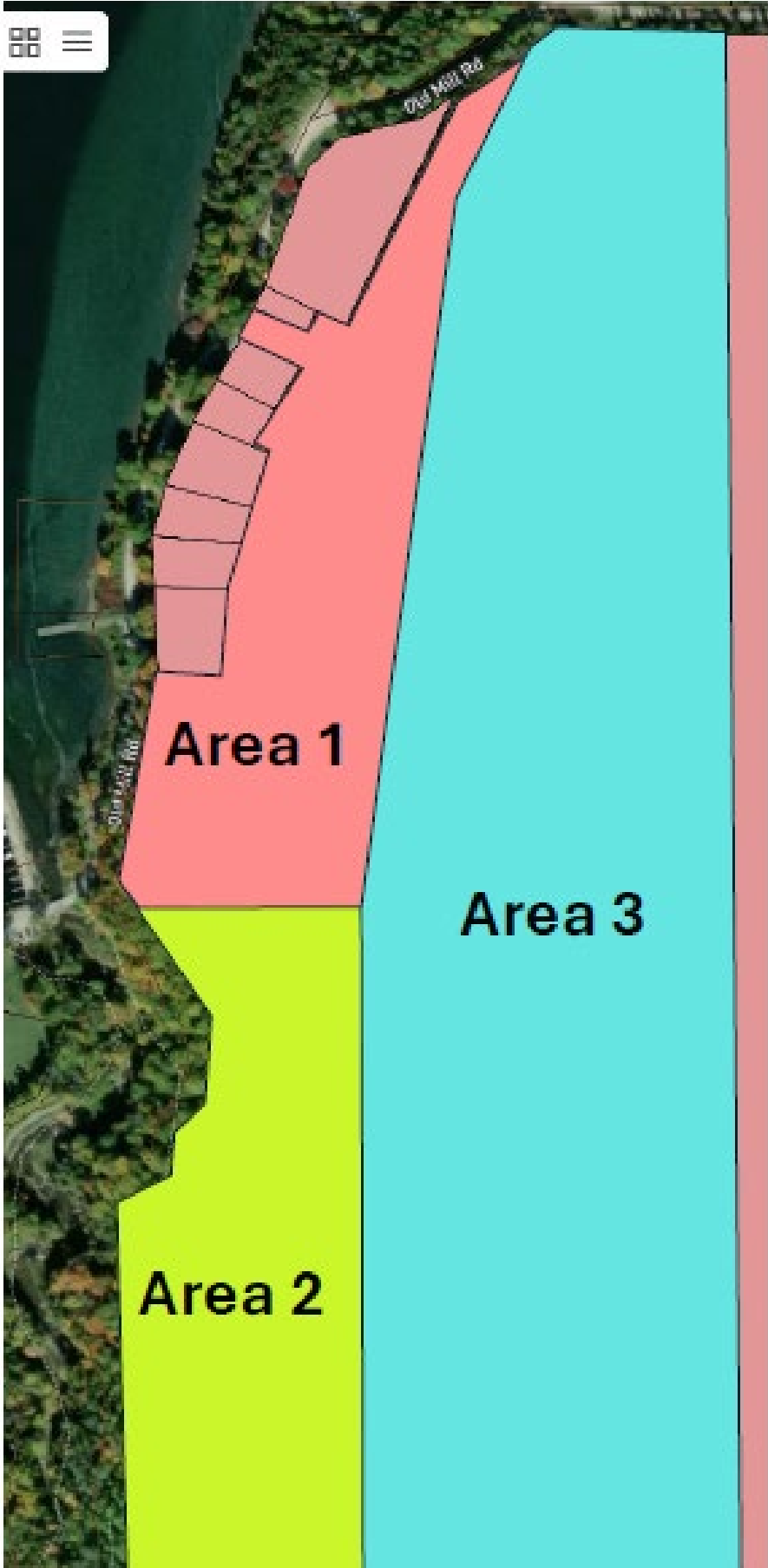
Sensitive area with limited access to services such as water but may accommodate low impact development. Proposed Zoning could include:

(OSR) (OSC)

Area 3

Suitable for larger scale future development projects, proposed zoning could include:

(OSR) (OSC) (R1) (C1) (C2) (TC)



2021 AERIAL PHOTO



Map Prepared by the Manitoulin Planning Board July 9 2024
Parcel Mapping Copyright TeraNet Inc. 2024
COOP 2016 and 2021 Aerial Imagery Copyright King's Printer of Ontario 2024
USGS Satellite Imagery Copyright United States Geological Survey
All property boundaries, zoning, measurements and coordinates are approximate
THIS IS NOT A PLAN OF SURVEY

From: sponsor@courageousk9.ca
To: [Veronique Dion](#)
Subject: Courageous Companions Service Dog Program-2024-Sponsorship Request
Date: May 29, 2024 4:06:01 PM

Dear Mayor Barker & Council, c/o Veronique

Please accept this email as our official sponsorship request for the 2024 campaign. Thank you for your time and consideration. Please feel free to email or call the office at 1-866-767-1731. We hope to have the Township of Billings join us in support of Courageous Companions. We look forward to hearing from you. Have a wonderful day! www.courageousk9.ca

Courageous Companions is an extraordinary organization which provides certified service dogs to military veterans and first responders who suffer with physical and/or psychological injuries as a result of their service. Service dogs are provided at no charge, which is why Courageous Companions relies entirely on the support of individuals, service organizations and the business community. Please help by placing a sponsorship ad or message of support in our upcoming annual edition of Courageous K9 Magazine. In return, we will send you a full colour copy of the yearbook once it has been published. To learn more and to see our *RATES* and our last edition, please visit our website, <https://courageousk9.ca> or call 866-767-1731. Without the support of the business community, this important publication would not be possible. We hope to count on your participation.

Sponsorship Rate/Size Chart

Back Covers \$2200.00
Inside Covers \$1600.00
Full page \$1300.00
1/2 page \$899.00
1/4 page \$699.00
Banner \$599.00
1/8th page \$419.00
Business Card \$319.00
Honour Roll Listing \$199.00 (three lines-non-graphical)

Yours Truly,
Stacey Biekx
T: (866) 767-1731
E: sponsor@courageousk9.ca
W: www.courageousk9.ca

July 11, 2024

New Tecumseth
Clerks/Administration Department
Administration Centre
10 Wellington St. E. Alliston, ON L9R 1A1
Via email: pslowleigh@newtecumseth.ca

RE: Public Health Ontario – Phasing Out Free Water Testing for Private Wells

During the July 8, 2024, regular meeting of council, correspondence from New Tecumseth regarding Public Health Ontario – Phasing Out Free Water Testing for Private Wells was brought forward and discussed, the following resolution was passed:

Moved: Liz Welsh Seconded: Joel Field

THAT the council of the Town of Petrolia support the resolution of the Township of Tecumseth, regarding Public Health Ontario – Phasing Out Free Water Testing for Private Wells.

Carried

Kind regards,

Original Signed

Mandi Pearson
Director of Legislative Services | Deputy Operations | Clerk

cc: file
Municipalities of Ontario
andrea.khanjin@pc.ola.org - Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks
Sylvia.Jones@pc.ola.org - Honourable Sylvia Jones, Minister of Health
Karalyn.dueck@county-lambton.on.ca – Lambton Public Health, Office of the Medical Officer of Health
bob.bailey@pc.ola.org – MPP Bob Bailey, Sarnia-Lambton

Encl.

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.petrolia150.com www.town.petrolia.on.ca



June 24, 2024

VIA EMAIL

Dear Sir/Madam:

Re: Public Health Ontario – Phasing Out Free Water Testing for Private Wells

Please be advised that the Town of New Tecumseth Council passed the following resolution at their meeting of June 17, 2024:

Whereas the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water;

And Whereas free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, including the entire Township of The Archipelago, that rely predominantly on private drinking water;

And Whereas the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations;

And Whereas the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

Now Therefore Be It Resolved That the Town of New Tecumseth hereby requests that the Province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services;

And Further That this resolution be sent to all Ontario municipalities, Andrea Khanjin, Minister of Environment Conservation and Parks, Sylvia Jones, Minister of Health, Simcoe Muskoka District Health Unit, and Brian Saunderson, MPP Simcoe -Grey.

Page 1 of 2

Yours truly,



Pamela Slowleigh
Deputy Clerk

cc. andrea.khanjin@pc.ola.org - Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks
Sylvia.Jones@pc.ola.org - Honourable Sylvia Jones, Minister of Health
Sanja.Hakkarainen@smdhu.org – Simcoe Muskoka District Health Unit, Office of the Medical Officer of Health
Brian.Saunderson@pc.ola.org – Brian Saunderson, MPP Simcoe-Grey
All Ontario Municipalities

Phone: (519)882-2350

June 27, 2024

City of Belleville
Attn: Clerks Department

Via email: nhenderson@belleville.ca

RE: Family Doctors Resolution

During the June 24, 2024, regular meeting of council, the request submitted by the City of Belleville regarding the Family Doctors was brought forward and discussed, the following resolution was passed:

Moved: Debb Pitel Seconded: Liz Welsh

THAT the Council of the Corporation of the Town of Petrolia support the City of Belleville's resolution dated May 13, 2024;
AND THAT confirmation of the Town's support resolution be forwarded to Premier Doug Ford, MPP Bob Bailey, the City of Belleville and all municipalities in Ontario.

Carried

Kind regards,

Original Signed

Mandi Pearson
Director of Legislative Services | Deputy Operations | Clerk

cc: file
Premier Doug Ford
MPP Bob Bailey, Sarnia-Lambton
Ontario Municipalities

Encl.

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.petrolia150.com www.town.petrolia.on.ca





CORPORATE SERVICES DEPARTMENT
TELEPHONE 613-968-6481
FAX 613-967-3206

City of Belleville

169 FRONT STREET
BELLEVILLE, ONTARIO
K8N 2Y8

May 16, 2024

Todd Smith, MPP
Prince Edward Hastings
5503 Hwy 62 S., Phase 1, Unit #4
Belleville, ON K8N 4Z7

via e-mail: Todd.Smithco@pc.ola.org

Ric Bresee, MPP
Hastings-Lennox&Addington
8 Dundas St. W
Napanea, ON K7R 1Z4

via e-mail: Ric.Bresee@pc.ola.org

Dear Minister Smith and Minister Bresee:

**RE: City of Belleville Healthcare Resolution in Support of Family Doctors
New Business
10. Belleville City Council Meeting, May 13, 2024**

This is to advise you that at the Council Meeting of May 13, 2024, the following resolution was approved.

"WHEREAS, the Province of Ontario is responsible for providing quality health care to all residents of Ontario;

AND WHEREAS, Family medicine is the backbone of the healthcare system and providing timely access to a primary health care provider for everyone in the Province is essential and should be the Provincial Government's highest priority;

AND WHEREAS, the shortage of family physicians across the province has reached a crisis point where millions of Ontario residents do not have a family doctor and hospitals, emergency rooms and clinics are overloaded by the health care needs of Ontario residents;

.J2

10. New Business
Belleville City Council Meeting
May 13, 2024

Page 2

AND WHEREAS, studies have shown that without access to a primary care provider, patients end up with poorer health outcomes and it costs the health care system more;

AND WHEREAS, the Province of Ontario could address this issue quickly and efficiently by increasing wages paid to family physicians and lessening the administrative burden all family doctors face with managing practices;

THEREFORE BE IT RESOLVED THAT:

The Province of Ontario take immediate action to ensure family physicians are properly compensated with immediate fee increases and that the administrative burden now being experienced by family doctors be reduced so they have more time to see their patients;

AND FURTHER THAT, the City Clerk forward Council's resolutions resulting from Council's approval of these recommendations to premier Doug Ford, Health Minister Sylvia Jones, MPP Todd Smith, MPP Ric Bresee, the Association of Municipalities of Ontario and to the municipal Clerks of Ontario's municipalities;

AND FURTHER THAT Council request a direct response from the MPPs within 30 days."

Thank you for your attention to this matter.

Yours truly,


Matt MacDonald
Director of Corporate Services/City Clerk

Phone: (519)882-2350 • Fax: (519)882-2350

411 G

www.petr.ca

MMacD/nh
Pc: Premier Doug Ford
Health Minister Sylvia Jones
AMO
Municipal Clerks of Ontario



Township of Billings
Accounts for Payment Jun 27, 2024 to Jul 26, 2024

Direct Deposit				
Chq. No./EFT	Payee	Payment Date	Amount	Description
VP216	Total Power Limited	Jun 28, 2024	\$ 2,751.55	Equipment Maintenance (Generators)
VP217	EXP Services Inc.	Jun 28, 2024	\$ 15,828.77	Capital Expense - Old Mill Road Bridge
VP218	Identifiable Individual	Jul 02, 2024	\$ 116.76	Fundraising (Museum)
VP219	Lisa & Darren Hayden	Jul 02, 2024	\$ 1,827.00	Cleaning Contract
VP220	Identifiable Individual	Jul 02, 2024	\$ 500.00	Employee Health & Wellness
VP221	J K Automotive	Jul 02, 2024	\$ 186.45	Storage Fees (Monthly) (FIRE)
VP222	Total Power Limited	Jul 02, 2024	\$ 932.25	Equipment Maintenance - Inspection (General)
VP223	Grand & Toy Ltd.	Jul 03, 2024	\$ 536.55	Supplies (General)
VP224	G. Stephen Watt LLB	Jul 10, 2024	\$ 127.13	Legal - Capital Project (Old Mill Road Bridge)
VP225	Identifiable Individual	Jul 10, 2024	\$ 113.75	Training (PW)
VP226	Identifiable Individual	Jul 10, 2024	\$ 356.05	Fundraising (Museum)
VP227	Identifiable Individual	Jul 16, 2024	\$ 203.77	Supplies (Emergency Management)
VP228	Waterhouse Executive Search	Jul 17, 2024	\$ 22,035.00	Contract Services (General)
VP229	Criterion Pictures	Jul 18, 2024	\$ 423.75	Supplies (Library)
VP230	Whitehots Inc.	Jul 18, 2024	\$ 770.31	Books (Library)
VP231	eScribe Software Ltd	Jul 18, 2024	\$ 4,230.72	Professional Development (General)
VP232	Total Power Limited	Jul 19, 2024	\$ 1,491.60	Equipment Service (Generators)
VP233	Armtex Inc.	Jul 19, 2024	\$ 1,254.30	Supplies (PW)
VP234	TAB Products of Canada	Jul 19, 2024	\$ 4,520.00	Records Management System (TOMRMS)
VP235	Grand & Toy Ltd.	Jul 22, 2024	\$ 69.04	Supplies (OFFICE)
VP236	Identifiable Individual	Jul 22, 2024	\$ 225.99	Employee Health & Wellness
VP237	Public Health Sudbury & Districts	Jul 22, 2024	\$ 2,863.16	Monthly Levy (July 2024)
VP238	Public Health Sudbury & Districts	Jul 22, 2024	\$ 2,863.16	Monthly Levy (Aug 2024)
VP239	Whitehots Inc.	Jul 22, 2024	\$ 218.34	Books (Library)
VP240	UCCM Castle Building Supplies	Jul 22, 2024	\$ 405.27	Maintenance (Recreation & Leased Property)
VP241	Beamish Construction Inc.	Jul 22, 2024	\$ 4,752.28	Roads (PW)
VP242	Identifiable Individual	Jul 22, 2024	\$ 98.19	Supplies (Library)
VP243	Randy Noble Trucking Ltd	Jul 23, 2024	\$ 14,238.00	Roads (PW)
VP244	Ontario Clean Water Agency	Jul 23, 2024	\$ 846.30	Maintenance (Water)
VP245	Encompass IT	Jul 25, 2024	\$ 955.70	Contracts (IT support)
VP246	Ontario Library Service	Jul 26, 2024	\$ 753.43	Membership (Library)
VP247	Island Promotional Products	Jul 26, 2024	\$ 46.33	Supplies (Capital - Old Mill Rd. Bridge)
VP248	Identifiable Individual	Jul 26, 2024	\$ 1,327.50	Contract (Monthly)
VP249	Encompass IT	Jul 26, 2024	\$ 268.95	Contracts (IT support)
VP250	Make-Way Environmental Technologies	Jul 26, 2024	\$ 646.81	Maintenance (Water)
VP251	EXP Services Inc.	Jul 26, 2024	\$ 3,722.46	Capital Expense - Old Mill Road Bridge
VP252	Identifiable Individual	Jul 26, 2024	\$ 338.85	Supplies (Marina)
VP253	Identifiable Individual	Jul 26, 2024	\$ 338.99	Employee Health & Wellness
VP254	Henderson Electric Manitoulin Inc	Jul 26, 2024	\$ 143.74	Maintenance (General)
VP255	Clyde & Co Canada LLP	Jul 26, 2024	\$ 3,330.68	Legal (General)
8410	ANP Office Supply	Jun 28, 2024	\$ 75.48	Supplies (OFFICE)
8411	Beamish Construction Inc.	Jun 28, 2024	\$ 4,627.43	Roads (PW)
8412	Berry Boats	Jun 28, 2024	\$ 200.71	Equip. Maintenance (Marina)
8413	E4m	Jun 28, 2024	\$ 1,261.07	Training (Council)
8414	Encompass IT	Jun 28, 2024	\$ 2,997.05	Contracts (IT support)
8415	Farquhars Dairy	Jun 28, 2024	\$ 203.50	Supplies (Marina)
8416	Henderson Electric Manitoulin Inc	Jun 28, 2024	\$ 294.69	Maintenance (Fire)
8417	Identifiable Individual	Jun 28, 2024	\$ 135.60	Supplies (Marina)
8418	Massey Wholesale Ltd	Jun 28, 2024	\$ 44.67	Supplies (Marina)
8419	MCA Contracting	Jun 28, 2024	\$ 183,300.24	Capital Expense - Old Mill Road Bridge
8420	Mindemoya Home Hardware	Jun 28, 2024	\$ 60.74	Supplies (Public Works & General)
8421	Ontario Clean Water Agency	Jun 28, 2024	\$ 2,134.04	Maintenance (Water)
8422	Steele's Home Hardware	Jun 28, 2024	\$ 16.96	Supplies (Marina)
8423	The Manitoulin Expositor	Jun 28, 2024	\$ 54.60	Subscription (General)
8424	UCCM Castle Building Supplies	Jun 28, 2024	\$ 151.80	Maintenance (PW)
8425	Farquhar Dairies Ltd.	Jul 12, 2024	\$ 1,357.35	Supplies (Marina)
8426	Identifiable Individual	Jul 12, 2024	\$ 81.36	Supplies (Marina)
8427	Bridal Veil Variety	Jul 19, 2024	\$ 203.98	Fuel (Fire)
8428	Wally's Septic Service & Portable Toilets	Jul 19, 2024	\$ 734.50	Pump out (General)
8429	Island Promotional Products	Jul 19, 2024	\$ 187.92	Supplies (Marina)
8430	Identifiable Individual	Jul 19, 2024	\$ 81.36	Supplies (Marina)
8431	Make-Way Environmental Technologies	Jul 19, 2024	\$ 542.06	Maintenance (Water)
8432	Manitoulin Health Centre	Jul 22, 2024	\$ 2,363.00	Contribution Expense (General)
8433	Farquhar Dairies Ltd.	Jul 22, 2024	\$ 256.00	Supplies (Marina)
8434	Identifiable Individual	Jul 22, 2024	\$ 81.36	Supplies (Marina)
8435	Farquhar Dairies Ltd.	Jul 22, 2024	\$ 577.50	Supplies (Marina)
8436	Identifiable Individual	Jul 26, 2024	\$ 2,848.00	Ontario Wildlife Damage Compensation Program
EFT	Identifiable Individual	Jul 17, 2024	\$ 881.40	Cemetery Plot & Marker Refund
EFT	Laurentian Business Products	Jul 25, 2024	\$ 175.00	Equipment Rental (Monthly)
EFT	Bell Canada	Jul 25, 2024	\$ 8.68	Telephone
EFT	Hydro One	Jul 24, 2024	\$ 4,014.19	Electricity (Various Locations)
EFT	Eastlink	Jul 24, 2024	\$ 149.35	Telephone - (Fire)
EFT	McDougall Fuels	Jul 24, 2024	\$ 4,270.04	Fuel
EFT	Canada Life	Jul 24, 2024	\$ 778.28	Group RRSPs (Pay Period)
EFT	Canada Life	Jul 24, 2024	\$ 778.28	Group RRSPs
EFT	Bell Canada	Jul 19, 2024	\$ 530.16	Telephone
EFT	OMERS	Jul 18, 2024	\$ 3,299.00	Employee Pension Contribution
EFT	Manulife	Jul 10, 2024	\$ 5,574.66	Employee Benefits
EFT	Wells Fargo Equipment	Jul 02, 2024	\$ 108.01	Telephone System
EFT	Superior Propane	Jul 16, 2024	\$ 31.97	Fuel
EFT	Superior Propane	Jul 16, 2024	\$ 220.12	Fuel
EFT	OCWA	Jul 10, 2024	\$ 10,948.00	Contract - Water
EFT	GFL	Jul 16, 2024	\$ 9,542.62	Landfill Service Contract (Monthly)
EFT	McDougall Fuels	Jul 02, 2024	\$ 4,492.03	Fuel
EFT	Receiver General	Jul 15, 2024	\$ 20,026.12	Payroll Remittance
EFT	Bell Mobility	Jun 27, 2024	\$ 272.38	Telephone
			\$ 367,632.14	
Bank Charges			Jul 26, 2024	\$ 318.57 BMO
Bank Charges			Jul 26, 2024	\$ 1.62 Debit
Bank Charges			Jul 26, 2024	\$ 7.00 AMEX
Bank Charges			Jul 26, 2024	\$ 296.31 MC
Bank Charges			Jul 26, 2024	\$ 362.61 VISA
Bank Charges			Jul 26, 2024	\$ 146.78 Moneris
			\$ 1,132.89	

Total Accounts for Payment Jun 27 - Jul 26, 2024 **\$ 368,765.03**



BY-LAW NO 2024-46

BEING A BY-LAW TO AUTHORIZE ENTERING INTO AN EASEMENT AGREEMENT WITH ROMAN CIESIELSKI AND JANICE ROBINSON

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;

WHEREAS The Council for The Corporation of the Township of Billings deems it expedient to enter into an encroachment agreement to permit the construction and installation of a waterline in the Lakeshore Road Allowance in the Township of Billings.

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

- 1.0 That the Township of Billings hereby enters into an encroachment agreement with Roman Ciesielski and Janice Robinson to permit the construction and installation of a waterline within the Lakeshore Road Allowance which is attached as Schedule "A" and forms part of this by-law.
- 1.0 That the Mayor and CAO/Clerk are 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.
- 2.0 This By-law shall come into full force and effect upon final passage.
- 3.0 This by-law may be cited as the "Encroachment Agreement – 652 Lakeshore Road By-Law"

READ a FIRST and SECOND TIME this 6th day of August, 2024

READ a THIRD TIME and FINALLY PASSED this 6th day of August, 2024

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk

THIS AGREEMENT made this ____ day of _____, 2024

BETWEEN:

CIESIELSKI, ROMAN GREGORY
and
ROBINSON, JANICE ELAINE
(hereinafter called the "Licensee")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF BILLINGS

(hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the Township is the owner of the road allowance in the Township of Billings, more particularly shown and described in **Schedule "A"** attached hereto (the "**Lakeshore Road Allowance**");

AND WHEREAS the Licensee is the owner of the property known as 652 Lakeshore Road in the Township of Billings, which is more particularly described in **Schedule "B"** attached hereto (the "**Licensee's Property**");

AND WHEREAS in order to service the Licensee's Property, the Licensee desires to construct and install a waterline in the Road Allowance, as shown in **Schedule "C"** (the "**Private Waterline**")

AND WHEREAS the Licensee has agreed to construct and install the Waterline within the Road Allowance, to the Township's satisfaction, at the Licensee's sole risk and expense;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of two (\$2.00) Dollars of lawful money of Canada now paid by the Licensee to the Township, and in consideration of an annual fee of two (\$2.00) Dollars, the parties agree and covenant as follows:

Recitals

The Township and the Licensee agree that the above-noted recitals are true and form part of this agreement.

Term

1. The Township agrees to allow the Licensee to construct and install the Private Waterline, to the Township's satisfaction, within the Lakeshore Road Allowance, at the specific location shown on **Schedule "C"** (the "**Encroachment**").
2. The Encroachment shall be permitted to exist for a period of twenty (20) years, commencing from the date this agreement has been executed by both parties, unless otherwise terminated in accordance with the provisions of this agreement (the "**Term**").
3. Upon the expiration of the Term, if the Township is of the view that the Encroachment remains necessary, this agreement may be renewed, on the same terms and conditions as outlined herein, for an additional term of twenty (20) years, if the Licensee, submits a written request to the Township at least ninety (90) days in advance of the expiration of the Term.
4. Upon the expiration of the Term, if this agreement is not renewed pursuant to section 4 of this agreement, the Encroachment shall be removed and the Licensee may be required to restore the Encroachment to the condition the Encroachment

was in prior to the date of the agreement or as directed by the Township, acting reasonably, at the Licensee's sole expense.

Construction of the Private Waterline

5. The Licensee agrees to obtain all permits necessary to construct and install the waterline within the Lakeshore Road Allowance and to, at all times, comply with all applicable laws, including any federal or provincial laws and municipal by-laws.
6. Following the construction and installation of the waterline within the Lakeshore Road Allowance, the Licensee agrees to repair any damage caused to any existing road, road allowance or existing structure as a result of the construction and installation and shall pay for any costs incurred by the Township in relation to the relocation of existing services such as hydrants, telephone poles, electricity poles etc. which may be necessary because of the construction and installation of the Waterline within the Lakeshore Road Allowance
7. During and following the construction and installation of the waterline within the Lakeshore Road Allowance, the Licensee agrees to dispose of all construction refuse or debris related to the construction or installation, in an orderly fashion, to the Township's satisfaction.
8. In the event the Licensee discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the construction and installation of the waterline within the Lakeshore Road Allowance, the Licensee agrees to notify the Township immediately and to take all necessary steps and remedial effort required by the Township to fulfill all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the Lakeshore Road Allowance.

Use of Private Waterline

9. The Licensee agrees that it shall only use the waterline to obtain water from Lake Kagawong for personal use for the Licensee's Property and for no other or improper purpose.

No Alterations or Improvements

10. Following the initial construction of the Encroachment by the Licensee to the Township's satisfaction, no alterations or improvements shall be made to the Encroachment by the Licensee, at any time, including, without limitation, the construction, installation, erection of any building or structure, removal of shoreline vegetation or trees, grade changes or the installation of any materials without the prior and express written consent of the Township. To be clear, the Licensee is responsible for maintaining the Encroachment pursuant to this agreement, which includes maintaining the Encroachment in a state of good working order, condition and repair, but "alteration" or "improvement" of the Encroachment are beyond mere maintenance, and would constitute a material change in the location, direction, size, shape, or physical attributes of the Encroachment, which includes completely replacing the Encroachment.
11. Any alteration or improvements to which the Township has consented shall be performed and completed to the satisfaction of the Township, acting reasonably, at the sole risk and expense of the Licensee.
12. The Licensee agrees that any alterations or improvements made to the Encroachment without the consent of the Township shall be immediately removed, and the Encroachment restored to the state it was in prior to any alterations or improvements, at the Licensee's sole risk and expense.
13. The Licensee agrees that if the Encroachment is moved, altered or changed by the Licensee in any manner during the Term of this agreement, without the express written consent of the Township, the Township shall have the right to immediately

terminate this agreement and, upon termination of the agreement, the Encroachment shall be immediately removed by the Licensee at the Licensee's sole risk and expense and the Licensee shall repair and make good all damage and disturbance that may be caused to the Encroachment or the Township's infrastructure, to the satisfaction of the Township, acting reasonably, at the sole expense of the Licensee.

Termination

14. In the event this agreement is terminated, the Licensee shall remove the Encroachment on ninety (90) days' written notice by the Township. If the Licensee fails to remove the Encroachment within the ninety (90) day period, the Township shall have the right to remove the Encroachment and repair and make good all damage and disturbance that may be caused by the Encroachment to the Encroachment or the Town's infrastructure at the expense of the Licensee.
15. Upon the removal of the Encroachment from the Lakeshore Road Allowance pursuant to this agreement, the Licensee shall restore the Lakeshore Road Allowance to the condition the Lakeshore Road Allowance was in prior to the date of this agreement or as directed by the Township, acting reasonably, at the Licensee's sole cost and expense. In the event such restoration is not completed as required herein, the Township may complete such restoration work at the expense of the Licensee.
16. In the case of emergency which would somehow reasonably require the removal of the Encroachment from the Lakeshore Road Allowance, the Township shall have the right to immediately terminate this agreement and remove the Encroachment forthwith, at the Township's expense.

Maintenance of Encroachment

17. The Licensee shall, at its sole cost and expense, maintain the Encroachment in a state of good working order, condition and repair, to the full satisfaction of the Township, during the Term
18. In maintaining the Encroachment, the Licensee shall, at all times, comply with all federal and provincial laws, as well as all municipal by-laws, including any by-laws, orders or other requirements of the Township.

Fees, Charges & Costs

19. The Licensee agrees to pay to the Township all applicable fees and charges and to reimburse the Township for its costs, including any legal or professional fees, it has incurred in relation to, or as a result of, this agreement, including the costs to prepare this agreement, any title searches and the registration of this agreement on title, if applicable. All costs incurred by the Township will be invoiced to the Licensee. Any unpaid charges shall be added to the tax roll and collected in the same manner as municipal taxes.

Insurance

20. The Licensee shall obtain insurance, in a form satisfactory to the Township, against all damages or claims for damage in an amount of not less than Two Million Dollars (\$2,000,000.00) and provide proof of such insurance to the Township, when requested by the Township. The insurance policy shall name the Township as an additional insured and shall contain a cross-liability exclusion clause.

Boundary Lines

21. The parties hereto agree that the boundary lines shall remain the boundary between the Licensee's Property and the Lakeshore Road Allowance, notwithstanding the existence of any Encroachments, and the Licensee shall not acquire title by possession or prescription to any of the Lakeshore Road Allowance upon which the Encroachment will be located. The Lakeshore Road Allowance shall remain and has remained, at all material times, the property of the Township.

Indemnification

22. The Licensee hereby agrees to save harmless and indemnify and keep indemnified the Township, on a solicitor and client basis, against all actions, suits, claims and demands which may be brought against or made upon the Township and from all losses, costs, damages, charges or expenses which may be incurred, sustained or paid by the Township as a consequence of, or arising out of, this agreement. The Licensee hereby grants to the Township full power and authority to settle any such actions, suits, claims, and demands on such terms as the Township may deem advisable and hereby covenants and agrees with the Township to pay the Township, on demand, all moneys paid by the Township in pursuance of such settlement and also such sum as shall represent the reasonable costs of the Township or its solicitor in defending or settling any such actions, suits, claims or demands and this agreement shall not be alleged as a defense by the Licensee in any action by any person of actual damage suffered by reason of the permission hereby granted by virtue of this agreement. The Licensee agrees that all costs, charges and expenses paid by or incurred by the Township as aforesaid shall form and constitute a charge or lien on the Licensee's Property until discharged by payment thereof.

Registration on Title

23. This agreement may be registered on title to the Licensee's Property, at the Township's sole discretion, but at the Licensee's sole cost.

Notification of Transfer of Licensee's Property

24. The Licensee agrees that, prior to transferring or conveying the Licensee's Property or any part thereof, the Licensee shall forthwith notify the CAO/Clerk of the Township, in writing, of such transfer or conveyance together with the name and address of the transferee or purchaser.

Notice

25. The Licensee agrees that any notice required to be given by this agreement may be given to the Licensee by mailing the same, post paid, addressed to the Licensee at the last address known to the Township.

Licensee Default

26. If the Licensee defaults on any term, covenant, provision, requirement, or obligation of this agreement and if such default continues for ten (10) business days after the Licensee receives notice of such default by the Township (or such shorter time as may be required in the cases of an emergency situation being one which the Township reasonably considers to pose an imminent risk to the safety of any persons or property or other urgent matters or as otherwise provided for herein), the Township shall have the right to undertake the completion of such work as the Township deems reasonably necessary at the expense of the Licensee and the Township may immediately terminate this agreement. Such termination shall be by written notice to the Licensee, except in the case of emergency. In the case of emergency, the agreement may be terminated forthwith by the Township. Any waiver by the Township of any breach by the Licensee or any provision of this agreement shall be without prejudice to the exercise by the Township of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

Entire Agreement

27. This agreement and its Schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the Encroachment except as provided in this agreement.

Amendment or Waiver

28. Except as expressly provided in this agreement, no amendment or waiver of this agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this agreement shall constitute a waiver of any other provision, nor shall any waiver, even if similar in nature, unless otherwise expressly provided.

Transfer or Assignment

29. This agreement is not transferable or assignable by the Licensee to any third party without the prior written consent of the Township, which consent may be unreasonably withheld. Any attempt to transfer or assign any or all of the rights, duties or obligations of this agreement by the Licensee, without the prior written consent of the Township is void.

Binding

30. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall run with the said lands owned by the parties.

Counterparts

31. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Acknowledgments of the Licensee

32. The Licensee acknowledges:

- (a) that they have had an adequate opportunity to read and consider this agreement and to obtain such legal and other advice as they consider advisable;
- (b) that they understand the agreement and the consequences of signing same; and
- (c) that they are signing the agreement voluntarily, without coercion and without reliance on any representation, expressed or implied by the Township.

IN WITNESS WHEREOF the Township has hereunto affixed their corporate seal under the hands of their Mayor and CAO/Clerk and the Licensee has hereunto set his hand.

SIGNED, SEALED AND DELIVERED
in the presence of

)
) **THE CORPORATION OF THE**
) **TOWNSHIP OF BILLINGS**
)
)
) _____

) Bryan Barker, Mayor

) _____
) Véronique Dion, CAO/Clerk

)
) I/We have the authority to bind the
) Corporation.

Witness

) _____
) **ROMAN GREGORY CIESIELSKI**

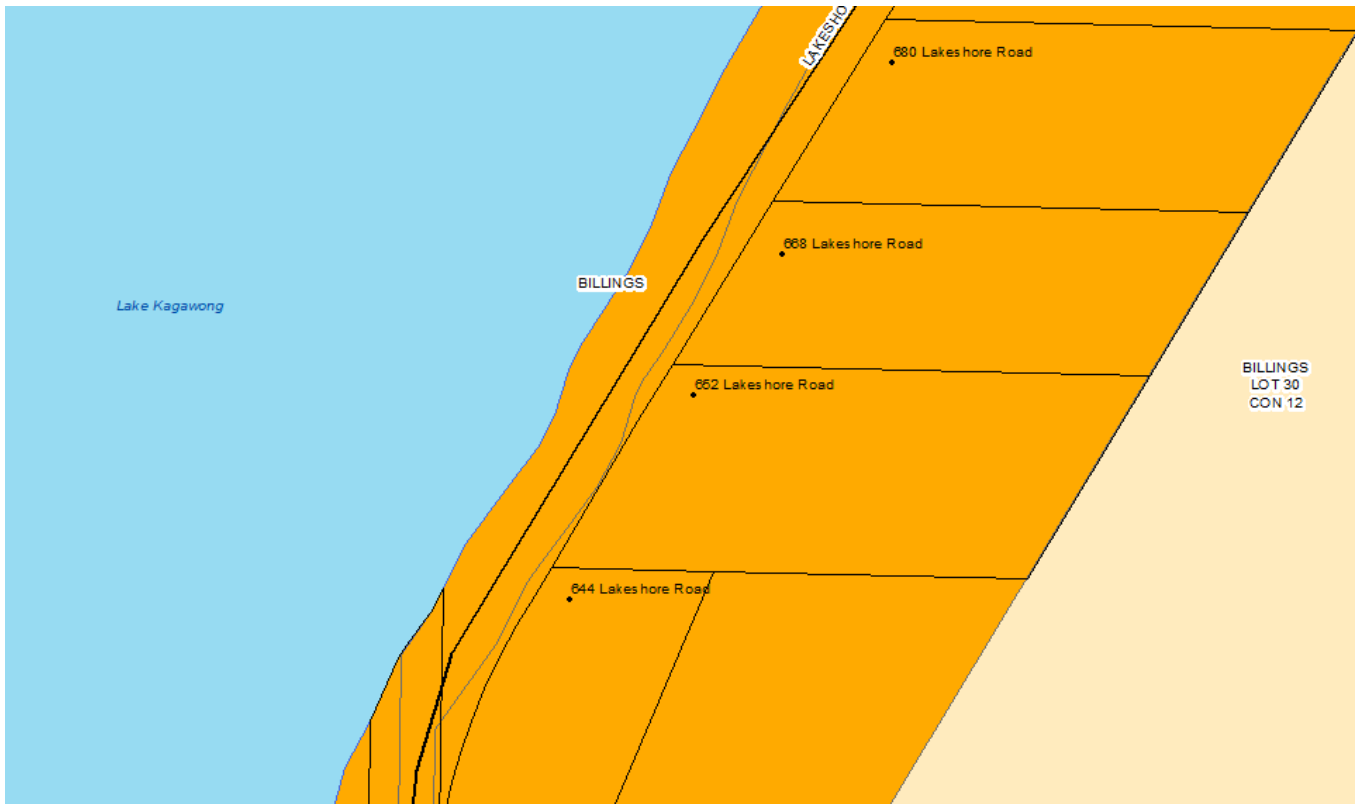
Witness

) _____
) **JANICE ELAINE ROBINSON**

SCHEDULE "A"

Lakeshore Road Allowance

Part of Shore Road Allowance posted as Lakeshore Road in front of 652 Lakeshore Road



SCHEDULE "B"

Licensee's Property

Legal Description:

BILLINGS CON 12 PT LOT 30 RP 31R3164 PART 2 IRREG 92773.12SF 227.17FR D

SCHEDULE "C"

Location of Encroachment



NOTE: The water line will be installed approximately 30 feet away from the northern property line as per the accompanying map.



BY-LAW NO 2024-47

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH
LAKESHORE MAINTENANCE

WHEREAS Council for the Corporation of the Township of Billings deems it necessary to enter into a contract for cleaning services for municipal facilities;

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

- 1.0 THAT the CAO/Clerk is hereby authorized to execute an agreement on behalf of the Township, attached hereto as Schedule A; and,
- 2.0 THIS By-Law shall come into full force and effect upon passing.
- 3.0 THIS By-Law may be cited as "Lakeshore Maintenance Cleaning Contract Agreement By-Law"

READ a FIRST and SECOND TIME this 6th day of August, 2024

READ a THIRD TIME and FINALLY PASSED this 6th day of August, 2024

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk



CLEANING/MAINTENANCE CONTRACT
Between
LAKESHORE MAINTENANCE
and
THE TOWNSHIP OF BILLINGS

Effective August 1, 2024

This agreement confirms that Lakeshore Maintenance shall perform all duties listed in the Job Description attached to this contract as Schedule A for the duration of the contract. This contract is non-transferable.

TERM:

The term of the agreement shall be for one year but may be extended for up to 3 years

TERMS OF PAYMENT

Lakeshore Maintenance shall be paid after the end of each calendar month on the basis of invoices submitted. For the term of this contract, labour rate paid shall be twenty-five dollars (\$25.00) hourly. Any call out hours shall be paid at a rate of time and one half.

AMENDMENT TO CONTRACT TERMS

That the description of duties may be amended from time to time, provided that the Township and Lakeshore Maintenance agree.

INSURANCE

Lakeshore Maintenance must maintain liability insurance, minimum \$ 2,000,000 AND must have WSIB or private disability insurance for the owner/ operator for the term of the contract. Proof of said insurance must be provided prior to start of contract and whenever requested by the Township

SPECIFIC RESPONSIBILITIES

That cleaning supplies shall be the responsibility of the Township to purchase, as Lakeshore Maintenance notifies the Township such are needed.

Further, that it is the responsibility of the Township to accept and record bookings, and to advise Lakeshore Maintenance of the date and time of said bookings.

Further, that Lakeshore Maintenance shall advise the CAO of who will be performing the cleaning, provided that this person has adequate knowledge of the electrical, sewage and heating systems to perform all duties, and provided that the Township is informed.

AUTHORITIES

Lakeshore Maintenance

To notify the Township of any event that may require cancelation if it becomes clear that the activity is to the detriment of the Park Centre building or the Township.

To engage the services of a repair person such as a plumber if a situation of an emergency nature occurs.

The Township of Billings

To require a specific service to be performed at a certain time, or a certain frequency, due to an emergency or other circumstance.

To determine the standard of adequate cleaning, and require further cleaning if standard is not met.

EARLY TERMINATION OF CONTRACT

Either party may, without cause, but with 60 days' notice terminate the contract.

Name:

Lakeshore Maintenance

Véronique Dion CAO/Clerk for

The Corporation of the Township of Billings

Date

Date



CLEANING/MAINTENANCE CONTRACT

**Between
LAKESHORE MAINTENANCE
and
THE TOWNSHIP OF BILLINGS**

SCHEDULE "A"

Cleaning/Maintenance Job Description

PARK CENTRE

- Set up and take down for all Municipal Council and Committee meetings.
- Spread salt during winter months Monday – Friday by 8am
- Notify Public Works (705) 282-4044 when parking lot needs to be snowplowed or sanded

Rentals

- You will receive notifications to your personal email when a Municipal Facility has been rented.

Preparation for Rentals

- Ensure that all entrances/exits are clear of snow before each rental and notify the Township if snow removal is required.
- Provide contact information to renters in the event of an emergency
- Ensure a written list of person capacity of each level is posted and visible
- Check with Municipal Office booking staff to ensure you are aware of all bookings
- Ensure that extra garbage bags, broom, dust pan and mop are available to renters in case they need it (advise Municipal Office Staff in advance if additional supplies need to be order)
- Be available during rentals to deal with issues that may arise

After Each Rental

- Cleaning to be completed within 24 hours of rental end time, including garbage removal, carpet vacuumed, floors washed, and all surfaces disinfected
- Make sure all food items are removed from refrigerators and cupboards and that stoves and ovens are clean within 24 hours of rental
- Make sure toilet paper, paper towels, hand soap are refilled, replenish dish soap and ensure bleach is in each kitchen (advise Municipal Office Staff in advance if additional supplies need to be order)

Monthly

- Refrigerators/freezers to be cleaned on a monthly basis, depending on number of rentals
- Ensure light fixtures are functioning, interior and exterior
- Keep storage areas and furnace room clean and clutter free
- Advise Municipal Office Staff in advance if additional supplies need to be ordered
- Ensure exit lighting and other emergency lighting work, if they are not in working order, notify the Township.
- Make sure building is rodent free

Every Six Months

- Stove and ovens to be cleaned at least twice per year
- Entire bathrooms, including stall partitions and all surfaces of every bathroom to be scrubbed at 6-month intervals, or more often if needed
- Clean bugs and debris from light fixtures

Yearly

- Windows cleaned, interior and exterior before winter months
- Clean interior of all cupboards
- Take inventory of all items in Park Centre, including, but not limited to: dishes, silverware, chairs, tables, sound equipment, etc.
- Sanitize and put away tables and chairs

MUNICIPAL OFFICE**Daily**

- Clean and disinfect employee washroom (light switch, door knob, toilet, sink, storage counter top)
- Clean and sanitize common touch surfaces (including the front desk table top, sanitizer dispenser, light switches, door knobs and Plexiglas partition)
- Vacuum front foyer, wash windows and remove insects and cobwebs as needed.

Twice Weekly

- Empty garbage cans and remove garbage from premises
- Wash dishes, clean and disinfect kitchen counter top and Keurig

Weekly

- Vacuum and mop floors
- Dust staff computers, desks, center table, window ledges etc.
- Ensure all lights are working properly
- Advise Municipal Office Staff if additional supplies need to be order

Monthly

- Clean microwave
- Defrost refrigerator
- Remove bugs and dirt from light fixtures
- Sweep concrete step and wheel chair ramp
- Clean windows in foyer area

Yearly

- Wash walls
- Clean cupboards in kitchenette area
- Wash windows
- Power wash exterior windows.

PUBLIC WASHROOMS**Every Day While Open**

- During spring and fall seasons clean washrooms as required
- During the summer months clean and disinfect washrooms on a daily basis (this includes stocking on soap, paper towel and toilet paper)
- In April evaluate condition of washrooms and provide maintenance as required (painting, additional cleaning, fixture repairs/replacements, etc.)
- Office Staff to inform of maintenance requirements

PUBLIC WORKS GARAGE**Weekly**

- Clean and sanitize washroom
- Clean and sanitize coffee station
- Sweep and Mop office floor
- Dust office

FIRE HALL**Every Other Week**

- Sweep entryway
- Sweep floors
- Clean Kitchenette and washroom (sink, toilet, surfaces, mop floor, replace toilet roll if necessary)
- Clean and sanitize common touch surfaces (including door knobs, light switches, tv, radio, counters, sign-in table)
- Dust and wash shelves, window sills and baseboards
- Empty garbage and recycling and replace bags
- Clean mirrors

Seasonal

- Clean windows, interior and exterior
- Sweep down exterior
- Replace light bulbs as necessary

LIBRARY**Weekly**

- Vacuum floors and rugs
- Clean and sanitize washroom
- Clean and sanitize common touch surfaces (including desks, tables, phone, plastic chairs, door knobs, children's seating pit and wooden elephant)
- Empty garbage and recycling bins

Monthly

- Dust ceiling fan
- Dust top of book shelves
- Wipe down window sills

Twice per Year

- Wash windows
- Sweep ceiling corners for cobwebs

MUSEUM**Weekly (while the Museum is open)**

- Vacuum floors and rugs
- Clean and sanitize common touch surfaces (including desks, tables, phone, plastic chairs and door knobs)
- Empty garbage and recycling bins

Yearly

- Thorough clean before grand opening (usually the long weekend in May).

OLD CHURCH**On Request:**

- Vacuum and/or wash floors
- Dust
- Wash windows

Other Duties as Assigned



BY-LAW NO 2024-48

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 August 6, 2024 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 "August 6, 2024 Confirmatory By-Law"

READ a FIRST and SECOND TIME this 6th day of August, 2024

READ a THIRD TIME and FINALLY PASSED this 6th day of August, 2024

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk