














Township of Brudenell, Lyndoch and Raglan

August 2, 2023 - Regular Meeting - 07:00 PM (Public will be able to attend the Council meeting in person or virtually by Phone or Zoom Zoom ID: 541 968 4239 Passcode: 2WY40N Phone: 1-647-374-4685 Meeting ID:541 968 4239 Passcode:820260)



- 1 **Call to Order & Roll Call**
- 2 **Land Acknowledgement**
- 3 **Adoption of the Agenda**
- 4 **Disclosure of Pecuniary Interest**
- 5 **Mayor's Address**
- 6 **Delegations and/or Presentations**
 - 6.1 Robert Shuter - Charlotte Lake North Cottage Association
 - 📎 Request Form
- 7 **Adoption of Minutes from Previous Meetings**
 - 📎 July 5th, 2023 - Regular Council Meeting Minutes
- 8 **Committee and/or Staff Reports**
 - 8.1 Letter of Support - Health Care Crisis
 - 📎 Letter of Support - Health Care Crisis
 - 📎 Letter to Minister of Health
 - 8.2 Public Works - Staff Report
 - 📎 Staff Report
- 9 **Correspondance**
 - 9.1 Updating Municipal Codes of Conduct
 - 📎 Oxford County
 - 📎 Legislative amendments - Letter
 - 📎 Northumberland County
 - 📎 The Women of Ontario Say NO
 - 📎 Sample Resolution
 - 9.2 Highway Traffic Act Amendments
 - 📎 City of Cambridge
 - 📎 Cramahe Township
 - 9.3 Northern Institute of Chronic Pain

- 9.4  Municipality of Wawa
- Short-Term Rentals
-  Township of Selwyn





10 New Business

- 10.1 Shoreline Road Allowance - Cameron Milne/Kimberly Jean Gracie
 -  Draft Survey - Milne
- 10.2 MPAC Services Agreement
 -  DSSA Fact Sheet
 -  Frequently Asked Questions
 -  DSSA
- 10.3 Ministry of the Solicitor General
 -  Letter Ministry of the Solicitor General re:OPP Frame Work
- 10.4 Rescheduling of September's Regular Council Meeting
- 10.5 CSWB Media Release
 -  CSWB Media Release - July 24th, 2023
- 10.6 The Algonquins of Ontario (AOO)
 -  Letter to the Township of Brudenell, Lyndoch and Raglan
- 10.7 Pembroke Airport
 -  Pembroke Airport Letter
 -  Sample Resolution
- 10.8 Draft Unopened Road Allowance Policy
 -  Draft Policy

11 Financial Report

-  Year to Date Budget Variance
-  Monthly Expenses Summary

12 By-Laws

- 12.1 Omers By-Law
 -  By-Law 2023-42
- 12.2 Speed Limit By-Law
 -  Staff Report
 -  By-Law 2023-43
- 12.3 Mandatory Pre-Consultation By-Law
 -  By-Law 2023-44

13 Closed Session

- 13.1 To go into Closed

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan go into closed session pursuant to the Municipal Act, 2001, Section 239 (2) for the purposes of subsection (d) labour relations or employee negotiations; and two items under subsection (e) litigation or potential litigation, including matters before

- administrative tribunals, affecting the municipality or local board."
- 13.2 To come out of Closed
- 14 Confirmation By-Law**
📎 By-Law 2023-45
- 15 Adjournment**



DELEGATION REQUEST FORM
Schedule "A" Procedural By-law 2023-19

TO BE A DELEGATION AT A REGULAR COUNCIL OR COMMITTEE MEETING you must complete this form, in its entirety and submit it to the Deputy Clerk no later than seven days prior to the meeting at which you wish to be heard. Council agendas are finalized the Friday prior to the meetings. The Clerk reserves the right to designate the request to the appropriate meeting upon review of the completed form.

APPLICANT INFORMATION:

FIRST NAME: Robert LAST NAME: Shuter

TITLE/ORGANIZATION (if applicable): Charlotte Lake North Cottage Association

SPOKESPERSON(S): Robert Shuter

NUMBER OF PEOPLE EXPECTED TO BE IN ATTENDANCE: 2

374 A Kinders Lane Brudenell
MAILING ADDRESS:

TELEPHONE NO.: 613-702-1499

E-MAIL: robjshuter@council.com

Has this subject matter been brought to council previously: yes no

Please describe the topic or subject matter you wish to address:

Request use of township grader to grade roads to cottages. We will pay for this

If you are seeking a specific action or decision please explain:

Authority to have township grader grade our roads

Is this a time sensitive issue:

yes

no

Do you have supporting documentation:

yes

no

If yes: Please ensure documentation is attached or has been forwarded to deputyclerk@birtownship.ca with the application. Please provide a copy of materials used in your presentation, if any, to the Deputy Clerk. Materials provided prior to the meeting will be circulated to Council/Committee for their review before the meeting. Please be advised all materials including your name form part of the Public Record.

Signature: Robert Shuter

Date: 19 July 2023

Received By: Virginia Phanenhorst

Date: July 20/23

Time: 8:30am.



Township of Brudenell, Lyndoch and Raglan

Meeting Minutes

Regular Meeting July 5, 2023 - 07:00 PM

Present Were:	Mayor,	Valerie Jahn
	Councillor,	Wayne Banks
	Councillor,	Iris Kauffeldt
	Councillor,	Sheldon Keller
	Councillor,	Kevin Quade
Also Present:	Clerk-Treasurer,	Virginia Phanhour
	Deputy Clerk,	Tammy Thompson
	Operations Manager,	Jordan Genrick
Public Attending:	Via Zoom/Telephone/In Person	

1 Call to Order and Roll Call

Call to order Regular Council Meeting for the Corporation of the Township of Brudenell Lyndoch and Raglan this 5th day of July, 2023 at 7:01 pm.

Roll Call:

Councillor Banks

Councillor Kauffeldt

Councillor Keller

Councillor Quade

2 Acknowledgement

"As we gather this evening I would like to acknowledge on behalf of this Committee and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years."

3 Adoption of the Agenda

Resolution No: 2023-07-05-01

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan adopt the agenda as submitted."

CARRIED

4 Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest expressed.

5 Delegations/Presentations

5.1 Senior of the year award

5.2 Radni Younan - Cell towers & 5G affect on humans

5.3 Brian Whitehead re: Tweddle - Conditions of Severance

6 Adoption of Minutes from Previous Meetings

Resolution No: 2023-07-05-02

Moved By: Kevin Quade

Seconded By: Wayne Banks

"THAT we the Council for the Township of Brudenell, Lyndoch and Raglan hereby adopt the minutes of the Public Council Meeting of June 7, 2023, Regular Council Meeting of June 7, 2023 and Special Council Meeting of June 21st, 2023 as presented."

CARRIED

7 Report(s) on Direction Received

7.1 Letter of Support - Re: Legislative measures to help first responders

Resolution No: 2023-07-05-03

Moved By: Iris Kauffeldt

Seconded By: Kevin Quade

"Be it resolved that the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby supports the County of Lanark's letter dated May 24th 2023, expressing support for legislative measures to help first responders from violence, particularly those found in Bill C-321.

Paramedics and other first responders provide an essential and valuable service in our community and often subject to increased levels of violence due to the nature of their jobs. It is essential that all levels of government unite to demonstrate the importance of the safety and well-being of all first responders.

And further that Council directs staff to provide a copy of this resolution of support to The Honourable David Lametti, PC, MP, Minister of Justice and Attorney General of Canada, Association of Municipalities of Ontario (AMO) and all Ontario Municipalities."

CARRIED

7.2 Letter of Support - Renfrew Inquest

Resolution No: 2023-07-05-04

Moved By: Kevin Quade

Seconded By: Wayne Banks

"Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the resolution passed by the County of Renfrew Declaring Intimate Partner Violence and Violence Against Women an Epidemic.

And further that Council directs staff to provide a copy of this resolution of support to the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities."

CARRIED

8 Correspondence/Information Items

Resolution No: 2023-07-05-05

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby accept the correspondence as circulated."

CARRIED

8.1 Ontario Ministry of Health

8.2 "Renovictions" Support Request

8.3 Right-to-Repair Movement

8.4 Support Rural Education Funding

- 8.5 **Updating Municipal Codes of Conduct**
- 8.6 **Proposed New Provincial Policy Statement (PPS)**

8.7 **Vacant Building Official Positions**

8.8 **County Council Summary - June**

9 **New Business**

- 9.1 **Severance B56/23**
Resolution No: 2023-07-05-06
Moved By: Iris Kauffeldt
Seconded By: Sheldon Keller

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan approve the Land Severance Application #B56/23, from Robert & Donna Malette, for the creation of one new lot providing that all the conditions as listed in the County of Renfrew Planning report concerning this division of land are met."

CARRIED

- 9.2 **Severance B51/23(1), B52/23(2), B53/23(3)**
Resolution No: 2023-07-05-07
Moved By: Iris Kauffeldt
Seconded By: Wayne Banks

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan approve the Land Severance Application #B51/23(1), B52/23(2), B53/23(3), from Yvonne Cybulskie and Judy Holly, for the creation of three new lots providing that all the conditions as listed in the County of Renfrew Planning report concerning this division of land are met."

CARRIED

- 9.3 **Civic Holiday**
Resolution No: 2023-07-05-08
Moved By: Wayne Banks
Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan approve staff to observe Civic Holiday on August 7th and that wages will be paid using staff holiday time."

CARRIED

- 9.4 **Shoreline Road Allowance - Milne/Gracie**
Resolution No: 2023-07-05-09
Moved By: Sheldon Keller
Seconded By: Kevin Quade

"THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan give tentative approval of the Application for Shoreline Road Allowance purchase to Cameron Milne & Kimberley Gracie."

CARRIED

9.5 Canadian Waste Management

Resolution No: 2023-07-05-10

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby accepts the letter from CWM as presented."

CARRIED

10 Financial Report

Resolution No: 2023-07-05-11

Moved By: Sheldon Keller

Seconded By: Kevin Quade

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan accept the variance reports as presented."

CARRIED

11 Bylaws

11.1 By-Law to appoint an Integrity Commissioner

Resolution No: 2023-07-05-12

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2023-39 being a By-Law to appoint Cunningham Swan Carty Little & Bonham LLP – Tony Fleming as Integrity Commissioner pursuant to Section 223.3 of the Municipal Act, 2001, as amended, having been introduced and read a first, second and third time and finally passed."

CARRIED

12 Closed Session

12.1 To go into Closed

Resolution No: 2023-07-05-13

Moved By: Kevin Quade

Seconded By: Iris Kauffeldt

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan go into closed session pursuant to the Municipal Act, 2001, Section 239 (2) for the purposes of subsection (b) two items regarding personal matters about an identifiable individual, including municipal or local board employees; (d) item regarding labour relations or employee negotiations and four items under section (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose"

CARRIED

- 12.2 To come out of Closed**
Resolution No: 2023-07-05-14
Moved By: Wayne Banks
Seconded By: Sheldon Keller

"THAT the Council for the Corporation of the Township of Brudenell Lyndoch and Raglan come out of closed session at 8:54 pm."

CARRIED

Report from Closed Session:

In Closed Session Council discussed two matters regarding identifiable individuals, one item regarding employee negotiations and four items receiving solicitor advice.

- 12.3 Passing of By-Law - Execution of Agreement**
Resolution No: 2023-07-05-15
Moved By: Iris Kauffeldt
Seconded By: Kevin Quade

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2023-40 being a By-Law authorizing execution of an Agreement between The Corporation of the Township of Brudenell, Lyndoch and Raglan and The Corporation of the Township of Carlow/Mayo having been introduced and read a first, second and third time and finally passed."

CARRIED

- 12.4 Resolution from Closed**
Resolution No: 2023-07-05-16
Moved By: Kevin Quade
Seconded By: Sheldon Keller

"THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby direct the Clerk-Treasurer to send the draft letters as provided by the municipal solicitor."

CARRIED

- 13 Confirmation By-Law**
Resolution No: 2023-07-05-17
Moved By: Sheldon Keller
Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2023-41 being a By-Law to confirm the proceedings of the July 5th, 2023 Regular Meeting of Council, having been introduced and read a first, second and third time and finally passed."

CARRIED

- 14 Adjournment**
Resolution No: 2023-07-05-18
Moved By: Iris Kauffeldt

"THAT this meeting adjourns at 8:57 pm."

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



**TOWNSHIP OF
BRUDENELL, LYNDOCH AND RAGLAN**

42 Burnt Bridge Road, PO Box 40
Palmer Rapids, Ontario K0J 2E0
TEL: (613) 758-2061 · FAX: (613) 758-2235

August 3, 2023

Mr. Craig Kelly
Chief Administrative Officer/Clerk, County of Renfrew

Re: Health Care Crisis

Dear Mr. Kelly,

Please be advised that at the Regular Council Meeting on August 2nd 2023, Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan passed the following resolution, supporting the resolution (#23-12-01) from the Council of the Municipality of Huron Shores regarding Ontario's Health Crisis on June 2, 2023.

Resolution No:

Moved by Councillor:

Seconded by Councillor:

"Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the resolution passed by the Council of the Municipality of Huron Shores regarding Ontario's Health Crisis.

And further that Council directs staff to provide a copy of this resolution of support to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities."

Carried.

Sincerely,

Virginia Phanenhour
Clerk-Treasurer
Township of Brudenell, Lyndoch and Raglan

Cc: Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

Attached: Letter from Matthew Seabrook, Mayor, Municipality of Huron Shores

Ontario Ministry of Health
The Honourable Sylvia Jones
777 Bay Street, 5th Floor
Toronto, On M7A 2J3

May 31, 2023

Minister Jones;

I am writing to you today regarding urgent and deeply-concerning challenges in medical care in the Municipality of Huron Shores and surrounding areas.

Over the past week, the Emergency Department at North Shore Health Network – Thessalon Site has been shut down four times due to a lack of available physicians. This is especially concerning as we have no primary care physicians in the four practices at two medical clinics that help service this site and catchment area. We currently rely on locum coverage.

Your Ministry recently decided to cancel the CTSLPE funding, a key tool in attracting the locums who have helped keep our Emergency Department open for the last two years. The removal of this program, with no replacement, has made the arduous task of attracting locums even more challenging.

As well, the RNPGA contract that our primary care physicians work under needs a major overhaul. It is no longer relevant, and acts as an impediment to attracting doctors to practice in the North, particularly in our small medical clinics that serve thousands of patients. This is as significant an issue as the discontinuation of the CTSLPE funding. Under a different contract, the neighboring practices in Blind River have full complements, including physicians who live in our Municipality. While we appreciate efforts like adding 30 undergraduate positions at NOSM, these are potential long-term fixes that do not address the current crisis.

Municipality of Huron Shores

7 Bridge Street, PO Box 460
Iron Bridge, ON P0R 1H0



The daily closures I mentioned are not the only ones we will face at the Thessalon Site over the next few months. As you can appreciate, any Emergency Department closure puts patients at risk, particularly as the next nearest sites are significant distances away. We call on you and your government to engage with stakeholders in the North and provide the tools necessary to keep our Emergency Department open, and to attract physicians to the practices currently sitting empty.

Northern Ontario residents deserve quality local medical care.

Regards,

Matthew Seabrook, Mayor
Municipality of Huron Shores

c.c: Northern Ontario Municipalities
The Honourable Doug Ford, Premier of Ontario
Michael Mantha, MPP Algoma – Manitoulin
Ross Romano, MPP Sault Ste Marie
Lise Vaugeois, MPP Thunder Bay – Superior North
Hon. George Pirie, MPP Timmins
Jamie West, MPP Sudbury
Hon. Victor Fedeli, MPP Nipissing
Hon. Greg Rickford, MPP Kenora – Rainy River



EMPLOYEE REPORT

Report Date: July 28, 2023
Date of Council Meeting: August 2, 2023
Prepared By: Jordan Genrick
Approved By: Virginia Phanenhour

Reason for this Report

To provide Council with information regarding tenders PW2023-1, PW2023-2 & PW2023-3.

Recommendation

That Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan accept this report for information purposes.

Facts and Issues

Council has directed the Operations Manager to proceed with a number of construction projects for 2023, this is an update on progress thus far.

PW2023-1 Ditching and Culvert Replacement, complete.

Contract amount \$30,300.00 plus HST, actual \$31,775.00 plus HST. Overage of \$1475.00 plus HST was due to under estimated float moves.

PW2023-2 Asphalt Paving, complete.

Contract amount \$333,824.48 plus HST, actual \$319,260.21 plus HST. The completed contract was 100.16 tonne under anticipated quantity. Approx. 46 of the 100.16 extra tonnage was used ahead of the Community Center in Palmer Rapids.

PW2023-3 Surface Treatment, 50% complete.

No update on quantities or values at this time.

Municipal Council of the County of Oxford
Council Meeting - Oxford County

Date: Wednesday, June 14, 2023

Moved By: Bernia Wheaton

Seconded By: Phil Schaefer

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

Whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

Whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

Whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

Whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

Whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

Now, therefore be it resolved that the County of Oxford supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

Also be it resolved that the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office.

And further that this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Steve Clark, Ministry of Municipal Affairs and Housing; the Honourable Ernie Hardeman, Oxford MPP; Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity; the Association of Municipalities of Ontario; and all Ontario Municipalities.

DISPOSITION: Motion Carried

Chloe Senior

Hello Municipal Clerk Phanehour and Deputy Clerk Thompson,

Please add this as ACTION CORRESPONDENCE to your next council meeting agenda as a matter of urgency.

Please email the outcome to thewomenofontariosayno.team@gmail.com Thank you!

Dear Mayor Jahn and Councillors Kauffeldt, Quade, Banks, and Keller

This request is from The Women of Ontario Say NO. A grassroots advocacy effort comprised of individuals,

organizations, and community groups. We are committed to ensuring that locally elected officials are held

accountable for violence and harassment in municipal workplaces. This advocacy stems from a number of

egregious cases throughout the province including Ottawa, Barrie, and Mississauga. You can learn more on

our website: <https://www.thewomenofontariosayno.com/>

Many councillors will know that on May 31 st, 2023, the government voted down Bill 5 – The Stopping

Harassment and Abuse by Local Leaders Act. At that time 160 municipalities had endorsed their support

for Bill 5. In 2021, the Association of Municipalities Ontario recommended changes to strengthen municipal

codes of conduct for elected officials. Again in 2023, after meetings with our group, the AMO issued a

statement again calling on government to implement legislation change on this matter. AMO also provided

sample resolution text for councils that wish to lend their support to this call: Codes of Conduct, Changes to

Visible Fees, and Fees Charged to Beverage Producers | AMO These recommendations have still not been implemented.

We are calling on your municipality to be an active and engaged voice in your own workplace safety and that

of the municipal staff in holding municipally elected representatives accountable for violence and harassment.

- We are therefore asking council to pass the attached motion of March 27, 2023, issued by AMO, calling for government legislation on this issue.
- We are requesting the motion include the communication that this legislation be prioritized for the fall of 2023 given the urgency of this issue.
- We are asking that a letter expressing support for the motion be sent to: The Premier, Local

MPPs,
Minister of Municipal Affairs, Associate Minister of Women's Social and Economic
Opportunity,
AMO and local municipalities.

We are counting on you as leaders to ensure your municipal workplace is safe and that there is
basic human
rights protection for all persons. This cannot wait any longer. This legislation needs to move
ahead without
any further delay.

Thank you in advance for being open to advocating for legislative change that will help ensure
workplaces
and community spaces are safe for everyone!

If you have any questions, please reach out to me.

Sincerely,
Katherine Hartel
On behalf of
The Women of Ontario Say NO



Northumberland County Council Resolution

SENT VIA EMAIL

July 25, 2023

Hon. Doug Ford, Premier of Ontario
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity
Hon. David Piccini, Minister of Environment, Conservation and Parks & MPP for
Northumberland - Peterborough South
Association of Municipalities of Ontario
All Ontario Municipalities

**Re: Northumberland County Resolution – 'Legislative Amendments to Improve
Municipal Codes of Conduct and Enforcement'**

At a meeting held on July 19, 2023 Northumberland County Council approved the following Council Resolution # 2023-07-19-482 adopting the below recommendation from the July 4, 2023 Corporate Support Committee meeting.

Moved by: Councillor Scott Jibb
Seconded by: Councillor Lucas Cleveland

"**That** the Corporate Support Committee, having considered correspondence from the City of Quinte West and Township of Bonfield regarding 'Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement' recommend that County Council support this correspondence; and

Further That the Committee recommend that County Council direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), the Honourable Steve Clark (Minister of Municipal Affairs and Housing), the Honourable Charmaine Williams (Associate Minister of Women's Social and Economic Opportunity), the Honourable David Piccini (Minister of the Environment, Conservation and Parks and MPP for Northumberland - Peterborough South), the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario."

Council Resolution # 2023-07-19-482

Carried



**The Corporation of the
County of Northumberland**

555 Courthouse Road
Cobourg, ON, K9A 5J6

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at matherm@northumberland.ca or by telephone at 905-372-3329 ext. 2238.

Sincerely,
Maddison Mather

A handwritten signature in blue ink that reads "M. Mather".

Manager of Legislative Services / Clerk
Northumberland County

Council Resolution

Moved By S. Dibb

Agenda
Item 10

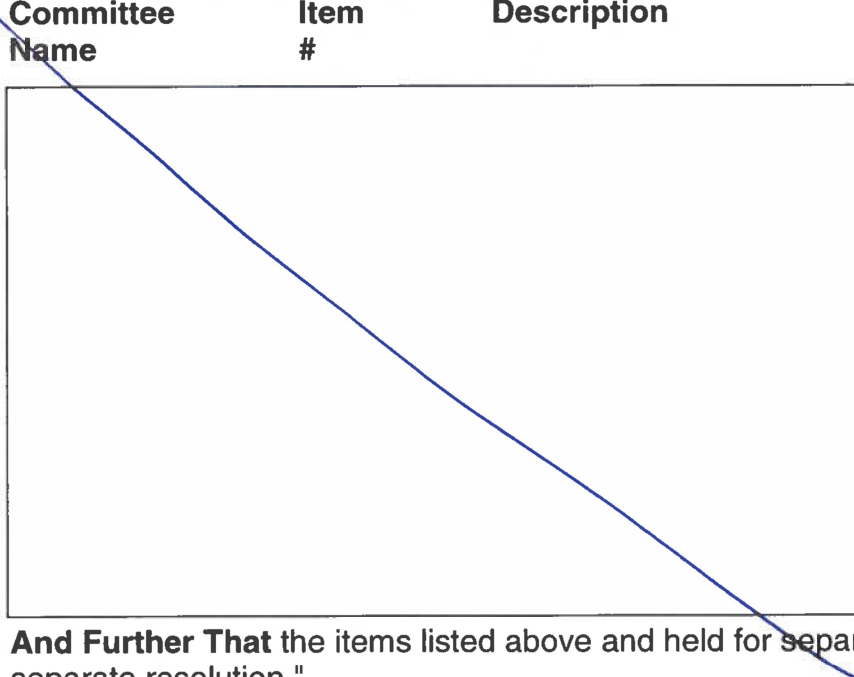
Resolution Number
2023-07-19 482

Seconded By L. Cleveland

Council Date: July 19, 2023

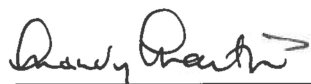
"That Council adopt all recommendations from the three Standing Committees, as contained within the Committee Minutes (meetings held July 4 and 5, 2023), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

Committee Name	Item #	Description	Held By
----------------	--------	-------------	---------

			
---	--	--	--

And Further That the items listed above and held for separate discussion each require a separate resolution."

Recorded Vote
Requested by _____
Councillor's Name

Carried 
Warden's Signature

Deferred _____
Warden's Signature

Defeated _____
Warden's Signature

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Community Health – July 6, 2023

Meeting was cancelled. Next meeting scheduled for July 31, 2023.

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Corporate Support Committee – July 4, 2023			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
7.a	<p>Correspondence, 'Stopping Harassment and Abuse by Local Leaders'</p> <ul style="list-style-type: none"> • Municipality of Mississippi Hills • Town of Newmarket • Town of Puslinch • Township of Matachewan 	Open	<p>Receive for information.</p> <ul style="list-style-type: none"> - Previously considered and supported correspondence regarding this subject matter at the June 21, 2023 County Council meeting
7.b	<p>Correspondence, Municipality of Mississippi Hills 'Oath of Office'</p>	Open	<p>Receive for information.</p> <ul style="list-style-type: none"> - Previously considered and supported correspondence regarding this subject matter at the May 17, 2023 County Council meeting.
7.c	<p>Correspondence, City of Quinte West, Township of Bonfield 'Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement'</p>	Open	<ul style="list-style-type: none"> - Support the correspondence. - Direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), the Honourable Steve Clark (Minister of Municipal Affairs and Housing), the Honourable Charmaine Williams (Associate Minister of Women's Social and Economic Opportunity), the Honourable David Piccini (Minister of the Environment, Conservation and Parks and MPP for Northumberland - Peterborough South), the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario.
8. a	<p>Report 2023-077, Corporate Services 'Northumberland Accessibility Advisory Committee Terms of Reference Revision'</p>	Open	<ul style="list-style-type: none"> - Approve the revised Northumberland Accessibility Advisory Committee (NAAC) Terms of Reference. - Appoint a Member of Northumberland County Council to the NAAC for the 2022-2026 Term of Council at the July 19, 2023 County Council meeting.

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Corporate Support Committee – June 6, 2023 (Continued)			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
8.b	Report 2023 078, Communications 'Grant Activity Biannual Report July 2023'	Open	Receive for information.
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	Item was considered in Closed Session, as permitted under the Municipal Act Section 239.(2.b) and (2.d) in order to address matters pertaining to personal matters about an identifiable individual, including municipal employees and labour relations or employee negotiations [Special Purposes Pay for identifiable employees as per Northumberland County Human Resources Compensation Policy 4.3.7 (Corporate Services)]	Closed	-Adopt the confidential resolution moved in Closed Session regarding personal matters about an identifiable individual, including municipal employees and labour relations or employee negotiations [Special Purposes Pay for identifiable employees as per Northumberland County Human Resources Compensation Policy 4.3.7 (Corporate Services)]

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Economic Development, Tourism & Planning – July 5, 2023

Meeting was cancelled. Next meeting scheduled for August 2, 2023.

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Finance & Audit – July 4, 2023			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
7.a	Correspondence, 'Municipal Insurance Costs' <ul style="list-style-type: none"> • Municipality of Mississippi Mills • Township of Limerick • Township of South Glengarry 	Open	Receive for information. - Previously considered and supported correspondence regarding this subject matter at the May 17, 2023 Council meeting.
7.b	Correspondence, Municipality of Mississippi Mills 'Rural Education Funding'	Open	Receive for information. - Previously considered correspondence regarding this subject matter at the May 17, 2023 Council meeting and subsequently received for information.
8.a	Report 2023-080 Finance 'May 2023 Year to Date Financial Results'	Open	Receive for information.
8.b	Report 2023-081, Finance 'Long term Financial Planning Framework, 2024 Budget Process, Schedule and Levy Considerations'	Open	- Provide direction to staff on target base levy increases of 4% for 2024, 4% for 2025 and 4% for 2026 budget years based on estimated impacts of 6.63%, 4.92%, and 4.92% respectively from a blended operating and capital inflation factor. - Provide direction to staff on a target base levy increase of 4% for the 2027-2033 long term forecast. - Approve a target dedicated infrastructure levy for the 2024 to 2026 budget years proposed by staff to be calculated based on 3% of the prior year total levy and 4% in each year of the 2027 to 2033 long term forecast based on the prior year total estimated levy towards reducing the infrastructure deficit.
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	N/A	Closed	N/A

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Public Works – July 6, 2023

Meeting was cancelled. Next meeting scheduled for July 31, 2023.

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Social Services – July 5, 2023			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
7.a	Correspondence, Township of Clearview 'Declaring Intimate Partner Violence an Epidemic'	Open	Receive for information. - Previously considered correspondence regarding this subject matter at the April 12, 2023 and June 21, 2023 Council meetings and subsequently received for information.
7.b	Correspondence, City of Quinte West 'Renovictions'	Open	Receive for information.
7.c	Correspondence, Town of Perry Sound 'Additional Resources to Combat Opioid, Mental Health and Homelessness'	Open	Receive for information
10.a	Report 2023-083 'Caseworker Staffing Requests'	Open	- Approve an increase to the Community and Social Services staffing compliment by two Caseworker positions.
10.b	Report 2023-084, 'Municipal Housing Facilities By law 152 Cockburn Street, Campbellford'	Open	- Enact a Municipal Housing Facilities By-law identifying 152 Cockburn Street, Campbellford as a Municipal Housing Facility, as per the executed contribution agreement between Northumberland County and the Northumberland County Housing Corporation.
10.c	Report 2023-085 'Community Housing Master Plan and NCHC Strategic Asset Management Plan' -Presentation	Open	- Approve the Community Housing Master Plan. - Receive the NCHC Asset Management Plan for information and direct staff to include the NCHC Asset Management Plan to the forthcoming County Asset Management Plan.
11.a	Northumberland County Housing Corporation - Meeting Minutes	Open	Receive for information.

County Standing Committees' Recommendations to Council
County Council Meeting July 19, 2023

Social Services – July 5, 2023 (Continued)			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	Item was considered in Closed Session, as permitted under the Municipal Act Section 239.(d.) in order to address matters pertaining to labour relations or employee negotiations (Community and Social Services).	Closed	-Adopt the confidential resolution moved in Closed Session regarding labour relations or employee negotiations (Community and Social Services).
Closed	Item was considered in Closed Session, as permitted under the Municipal Act Section 239.(2.k), (2.e) and (2.h) in order to address matters pertaining to confidential negotiations (Community and Social Services), litigation or potential litigation, and information explicitly supplied in confidence to the municipality by another level of government regarding funding.	Closed	-Adopt the confidential resolution moved in Closed Session regarding matters pertaining to confidential negotiations, litigation or potential litigation, and information explicitly supplied in confidence to the municipality by another level of government regarding funding (Community and Social Services).

Corporate Support Committee Resolution

Committee Meeting Date: July 4, 2023

Agenda Item: 7.c

Resolution Number: 2023-07-04- 452

Moved by: M. Martin

Seconded by: S. Jibb

Council Meeting Date: July 19, 2023

"**That** the Corporate Support Committee, having considered correspondence from the City of Quinte West and Township of Bonfield regarding 'Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement' recommend that County Council support this correspondence; and

Further That the Committee recommend that County Council direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), the Honourable Steve Clark (Minister of Municipal Affairs and Housing), the Honourable Charmaine Williams (Associate Minister of Women's Social and Economic Opportunity), the Honourable David Piccini (Minister of the Environment, Conservation and Parks and MPP for Northumberland - Peterborough South), the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario."

Carried _____



Committee Chair's Signature

Defeated _____

Committee Chair's Signature

Deferred _____

Committee Chair's Signature

P.O. Box 490
7 Creswell Drive
Trenton, Ontario K8V 5R6
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841
Toll Free: 1-866-485-2841
josh.machesney@quintewest.ca

Josh Machesney, City Clerk

June 19, 2023

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park, Toronto, ON M7A 1A1

RE: Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

Dear Premier Ford:

This letter will serve to advise that at a meeting of City of Quinte West Council held on June 14, 2023 Council passed the following resolution:

Motion No 23-266 – Notice of Motion – Councillor Sharpe - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

Moved by Councillor Stedall
Seconded by Councillor Card

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

And whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

And whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

And whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

And whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

And whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

And whereas the Councillors Freeman, Reid, Sharpe and Stedall support the “Women of Ontario Say No” and their effort to get this legislation passed;

Now, therefore be it resolved that the City of Quinte West supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

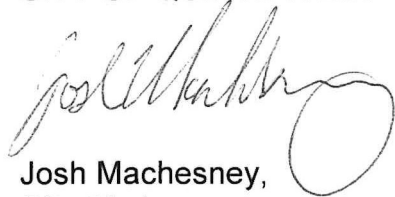
Also be it resolved that the legislation encompass the Association of Municipalities of Ontario’s recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office. **Carried**

We trust that you will give favourable consideration to this request.

Yours truly,

CITY OF QUINTE WEST



Josh Machesney,
City Clerk

cc:

- Hon. Steve Clark, Minister of Municipal Affairs and Housing
- Hon. Charmaine Williams, Associate Minister of Women’s Social and Economic Opportunity
- Hon. Todd Smith, MPP, Bay of Quinte
- Colin Best, President, Association of Municipalities of Ontario (AMO)
- All Municipalities in Ontario



**BONFIELD TOWNSHIP
OFFICE OF THE DEPUTY CLERK**

365 HIGHWAY 531
BONFIELD ON P0H 1E0

Telephone: 705-776-2641 Fax: 705-776-1154

Website: <http://www.bonfieldtownship.com>

Email: deputyclerk@bonfieldtownship.com

RESOLUTION OF COUNCIL
June 13th, 2023

No. 16

Moved by Councillor Featherstone

Seconded by Councillor Clark

THAT the Council of the Township of Bonfield supports the Ontario Big City Mayor’s motion on legislative amendments to improve municipal Codes of Conduct and enforcement; AND THAT federal and provincial elected officials should take similar actions to hold themselves to account; AND THAT a copy of this motion be circulated to Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Doug Ford, Premier of Ontario, the Honourable David Lametti, Minister of Justice, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing, Scott Pearce, Federation of Canadian Municipalities Acting President, Colin Best, President of the Association of Municipalities of Ontario, and all Ontario municipalities.

Carried Narry Paquette

DIVISION VOTE

FOR
Donna Clark _____
Jason Corbett _____
Steve Featherstone _____
Dan MacInnis _____
Narry Paquette _____

AGAINST

Declaration of Pecuniary Interest/Conflict of Interest

Declared interest, abstained from discussion, and did not vote on the question.

CERTIFIED to be a true copy of Resolution No. 16 of the Township of Bonfield’s Regular Council Meeting of June 13th, 2023, and which Resolution is in full force and effect.

Andrée Gagné
Deputy Clerk-Treasurer



OBCM Motion on Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

WHEREAS, all Ontarians deserve and expect a safe and respectful workplace;

AND WHEREAS, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

AND WHEREAS, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

AND WHEREAS, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

AND WHEREAS, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

AND WHEREAS, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

AND WHEREAS Ontario's Big City Mayors (OBCM) support the efforts of MPP Stephen Blais who has introduced the Private Members Bill 5, Stopping Harassment and Abuse by Local Leaders Act, 2022 which has been endorsed by a number of OBCM member councils;

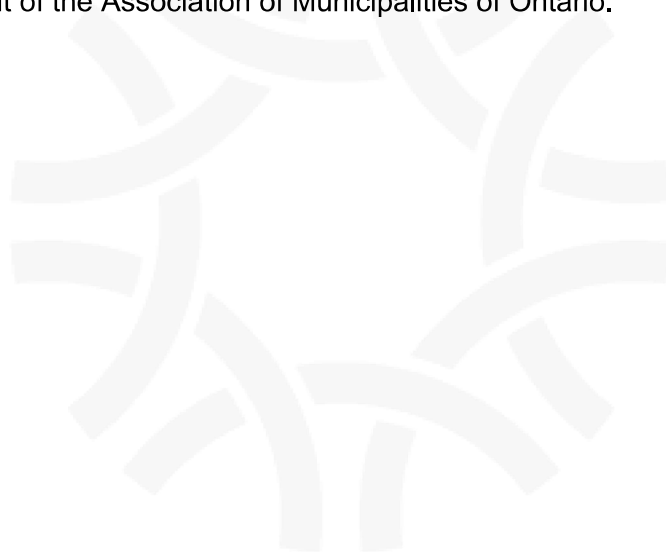
AND WHEREAS a fundamental, underlying principle of broadening diversity, equity and inclusion in politics rests on the assumption that the workplace is safe;

AND WHEREAS we believe that municipal elected officials should be held to account in this way, we also believe that federal and provincial elected officials should take similar actions to hold themselves to account

THEREFORE BE IT RESOLVED THAT:

1. OBCM supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments or in the alternative, OBCM supports the province ordering Bill 5 for second reading to expedite this matter;
2. **AND THAT** legislation encompass the Association of Municipalities of Ontario's recommendations for:
 - a. Updating municipal Codes of Conduct to account for workplace safety and harassment
 - b. Creating a flexible administrative penalty regime, adapted to the local economic

- and financial circumstances of municipalities across Ontario
- c. Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
 - d. Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
 - e. Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office.
3. **AND THAT** OBCM requests that municipalities and their respective Integrity Commissioners be consulted on the development of any regulations related to the proposed legislation;
 4. **AND THAT** this motion be circulated to the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Doug Ford, Premier of Ontario, the Honourable David Lametti the, Minister of Justice, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing, Scott Pierce, Federation of Canadian Municipalities Acting President, and Colin Best, President of the Association of Municipalities of Ontario.



Hello Municipal Clerk Phanehour and Deputy Clerk Thompson,

Please add this as ACTION CORRESPONDENCE to your next council meeting agenda as a matter of urgency.

Please email the outcome to thewomenofontariosayno.team@gmail.com Thank you!

Dear Mayor Jahn and Councillors Kauffeldt, Quade, Banks, and Keller

This request is from The Women of Ontario Say NO. A grassroots advocacy effort comprised of individuals, organizations, and community groups. We are committed to ensuring that locally elected officials are held accountable for violence and harassment in municipal workplaces. This advocacy stems from a number of egregious cases throughout the province including Ottawa, Barrie, and Mississauga. You can learn more on our Website: <https://www.thewomenofontariosayno.com/>

Many councillors will know that on May 31 st, 2023, the government voted down Bill 5 – The Stopping Harassment and Abuse by Local Leaders Act. At that time 160 municipalities had endorsed their support for Bill 5. In 2021, the Association of Municipalities Ontario recommended changes to strengthen municipal codes of conduct for elected officials. Again in 2023, after meetings with our group, the AMO issued a statement again calling on government to implement legislation change on this matter. AMO also provided sample resolution text for councils that wish to lend their support to this call: Codes of Conduct, Changes to Visible Fees, and Fees Charged to Beverage Producers | AMO

These recommendations have still not been implemented. We are calling on your municipality to be an active and engaged voice in your own workplace safety and that of the municipal staff in holding municipally elected representatives accountable for violence and harassment.

- We are therefore asking council to pass the attached motion of March 27, 2023, issued by AMO, calling for government legislation on this issue.
- We are requesting the motion include the communication that this legislation be prioritized for the fall of 2023 given the urgency of this issue.
- We are asking that a letter expressing support for the motion be sent to: The Premier, Local MPPs, Minister of Municipal Affairs, Associate Minister of Women’s Social and Economic Opportunity, AMO and local municipalities.

We are counting on you as leaders to ensure your municipal workplace is safe and that there is basic human rights protection for all persons. This cannot wait any longer. This legislation needs to move ahead without any further delay.

Thank you in advance for being open to advocating for legislative change that will help ensure workplaces and community spaces are safe for everyone!

If you have any questions, please reach out to me.

Sincerely,

Katherine Hartel

On behalf of

The Women of Ontario Say NO

AMO Sample Resolution Text

Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

Whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

Whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

Whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

Whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

Whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

Now, therefore be it resolved that (MUNICIPALITY NAME) supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

Also be it resolved that the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office

**The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext. 4585
mantond@cambridge.ca**

May 10, 2023

Re: Highway Traffic Act Amendments

Dear Ms. Mulronev,

At the Council Meeting of May 9, 2023, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS speeding on our roads is a major concern in our community,

AND WHEREAS speeding can occur in all areas of our community,

AND WHEREAS barriers and delays to enforcement pose a danger to our community,

AND WHEREAS our municipality has limited resources to implement speed mitigation road design and re-design,

AND WHEREAS our local police service has limited resources to undertake speed enforcement,

AND WHEREAS s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones,

THEREFORE BE IT RESOLVED THAT, the City of Cambridge request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones;

AND THAT a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, local area MPPs, the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Danielle Manton
City Clerk

Cc: (via email)
Steve Clark, Ontario Minister of Municipal Affairs and Housing
Local Area MPPs
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



Cramahe Township Council Resolution

June 29, 2023

Sent via Email

Hon. Caroline Mulroney, Minister of Transportation and Francophone Affairs
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. David Piccini, Minister of Environment, Conservation and Parks & MPP for
Northumberland - Peterborough South
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

RE: Amendments to the Highway Traffic Act

Please be advised that the Council of the Township of Cramahe passed the following resolution at their regular meeting held June 20, 2023 regarding the Highway Traffic Act Amendments.

Resolution No. 2023-213

Moved By: COUNCILLOR HAMILTON

Seconded By: DEPUTY MAYOR ARTHUR

BE IT RESOLVED THAT Council support the City of Cambridge resolution; and
THAT speeding on our roads is a major concern in our community; and
THAT speeding can occur in all areas of our community; and
THAT barriers and delays to enforcement pose a danger to our community; and
THAT our municipality has limited resources to implement speed mitigation road design and re-design; and
THAT our local police service has limited resources to undertake speed enforcement; and
THAT s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones; and

THAT, the Township of Cramahe request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as

The Corporation of the Township of Cramahe

1 Toronto Street, P.O. Box 357, ON K0K 1S0 •Tel 905-355-2821•www.cramahe.ca

determined by municipalities and not be restricted to only community safety zones and school safety zones; and

THAT a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, local area MPPs, the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities.

CARRIED

Attached please find a copy of the City of Cambridge Council Resolution, dated May 10, 2023.

If you have any questions regarding the above resolution, please do not hesitate to contact me at nhamilton@cramahe.ca

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Hamilton". The signature is written in a cursive style with a long horizontal flourish at the end.

Nicole Hamilton
Municipal Deputy Clerk
Township of Cramahe

The Corporation of the Township of Cramahe

1 Toronto Street, P.O. Box 357, ON K0K 1S0 •Tel 905-355-2821•www.cramahe.ca



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, June 20, 2023

Resolution # RC23163	Meeting Order: 6
Moved by: <i>Cathy Cannon</i>	Seconded by: <i>[Signature]</i>

WHEREAS the Ontario College of Physicians and Surgeons has made a decision that will lead more people who suffer from chronic pain to turn to opioids to alleviate their pain and;

WHEREAS the College is targeting community pain clinics by requiring the use of ultrasound technology in the administration of nerve block injections by licensed physicians. This requirement will increase the time it takes to administer the nerve block and, therefore, reduce the number of patients a physician can see in a day and;

WHEREAS the Ontario Health Insurance Plan (OHIP) is proposing to reduce coverage for several vital healthcare services, including a drastic reduction in the number and frequency of nerve block injections a patient can receive and;

WHEREAS these changes have been proposed without any consultation with pain management medical professionals or with their patients and;

WHEREAS this cut will force chronic pain clinics to shut down, putting a greater strain on family physicians and emergency rooms and;

WHEREAS with the reduction in the number of nerve blocks being administered, many patients, looking for pain relief, will turn to overcrowded emergency rooms, opioid prescriptions from doctors or opioid street drugs;

NOW THEREFORE BE IT RESOVLED THAT the Council of the Corporation of the Municipality of Wawa is requesting that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario;

p.2....



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND FURTHERMORE THAT a copy of the resolution be forwarded to all Municipalities of Ontario, local MPs and MPPs, Premier Doug Ford, the Minister of Health, Associate Minister of Mental Health and Addictions and the Association of Municipalities of Ontario.

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O’NEILL

This document is available in alternate formats.

June 29, 2023

Hon. Doug Ford
Premier of Ontario
Room 4620
99 Wellesley St. W.,
Toronto, Ontario M7A 1A1

Via Email: premier@ontario.ca

Please be advised that at its meeting held on the 27th day of June 2023, the Council of the Township of Selwyn passed the following resolution:

Resolution No. 2023 – 143 – Notice of Motion – Short-Term Rentals

Councillor Brian Henry – Councillor John Boyko –

Whereas the demand for alternative accommodations has resulted in an increased prominence of residential properties being advertised for short term accommodations through third party companies such as Airbnb and VRBO; a shift from the ‘traditional’ cottage rental historically managed by a property owner; and

Whereas over the past decade a flood of properties have been removed from the ownership and long-term rental market (*Canada Research Chair in Urban Governance at McGill University*) contributing to housing shortages, increased housing demands and increased housing costs resulting in housing affordability issues, including affordable rentals; and

Whereas short term rentals (STR) can be beneficial, when operated appropriately, by providing solutions for the accommodation industry that supports local tourism and small businesses as well as providing an opportunity for property owners to generate income from their residence (permanent or seasonal) using a convenient third-party system; and

Whereas STR’s can create nuisances including noise, parking, high volumes of visitors attending a property, septic capacity and fire safety, for adjacent residential property owners who wish to experience quiet enjoyment of their property; and

Whereas research indicates that demand for STR’s is increasing, in part due to vacationers choosing domestic travel options as well as the financial benefits to property owners, demonstrating that STR’s are here to stay; and

Mailing Address
PO Box 270
Bridgenorth
Ontario K0L 1H0

Tel: 705 292 9507
Fax: 705 292 8964

Whereas there are no Provincial regulations in place governing third party STR companies resulting in a variety of regulations/guidelines being implemented at the local municipal level which creates inconsistencies, confusion and frustrations for both consumers and residents across the Province;

That the Township of Selwyn request that the Province move forward as soon as possible to legislate that all third party Short Term Rental brokerage companies, for example Airbnb and VRBO, appropriately manage and be responsible for their listings and to compel compliance that the Province establish the requirement for STR companies to require each rental listing to be registered and to pay an appropriate annual fee and that STR company provide this registry along with the collected fees to the municipality in which the STR properties are located which allows the municipality to be aware of all registered STR properties and to have access to funds for municipal expenses to enforce/respond to issues at a STR property; and further

That the Province require the STR company to de-list/remove the property from the company's listings so that the property cannot be rented where a municipality has identified and verified life, health and/or nuisance infractions including noise, fire safety, septic, etc...

That a copy of this resolution be sent to all Ontario municipalities for support as well as to Minister of Municipal Affairs and Housing Steve Clark, local M.P.P. Dave Smith and M.P. Michelle Ferreri.

Carried.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Megin Hunter

Megin Hunter
Office Assistant/Receptionist
mhunter@selwyntownship.ca

cc: steve.clark@pc.ola.org
michelle.ferreri@parl.gc.ca
dave.smithco@pc.ola.org
All Ontario Municipalities

RECEIVED

MAY 19 2023

THE CORPORATION OF THE TOWNSHIP OF BRUDENELL, LYNDOCH AND RAGLAN

APPLICATION FOR CLOSURE OF A SHORELINE ROAD ALLOWANCE &/OR ROAD ALLOWANCE

1. Name of Property Owner(s): Cameron Alexander Milne

Kimberley Jean Gracie

2. Roll Number R221691

3. Civic Address of Subject Property: 324 Holly Lane, Foymount, Ontario K0J2A0

4. Mailing Address of Applicant(s): 16 Flint Cres, Whitby, Ontario L1R1J7

5. Telephone Number: (647) 465-2836

6. Fax Number: ()

7. Email Address: crmline@pattisonoutdoor.com

8. Applicant's Solicitor: ()

Telephone Number: ()

Address: ()

9. Legal/Property Description: Lot No. 8 Concession No. 9

Plan No. 49R Frontage: 86.6 Metres

Depth: 64.5 Metres Acreage: ()

Geographic Township: Brudenell & Lyndoch

Lake/River: Lonwell Lake

10. Items required to accompany Application: Sketch/Plan of Property (attached)

Reference Plan (attached/ff applicable) Yes X No

Copy of Transfer/Deed of Land (attached) Yes X No

11. Is there an access to the property other than the shoreline road allowance? Yes X No

12. Is the shoreline road allowance serving as access to other properties? Yes ~~Yes~~ No X

DATE OF APPLICATION: May 17/2023

SIGNATURE(S) OF APPLICANT(S):



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

Data Sharing and Services Agreement (DSSA) Fact Sheet

Overview.

MPAC's new Data Sharing and Services Agreement (DSSA) was developed in consultation with a municipal working group and will modernize MPAC's data sharing relationship to provide greater clarity with respect to:

- Permitted uses of MPAC data by municipalities
- Protection of municipal data by MPAC
- Service Level Performance obligations

The DSSA consolidates and updates the following agreements into one simplified document:

- Municipal License Agreement, 2007
- Municipal Connect Terms & Conditions of Use, 2007
- MPAC Terms and Conditions, 2007
- Product Use Sheets (relating to use at Kiosk/websites), 2007
- Ontario Parcel Master Agreement, 2007
- Service Level Agreement, 2018

The deadline for signing the DSSA is December 23, 2023. The agreement will come into effect on January 1, 2024 and any person with the authority to bind the municipality may sign the agreement. The term of the DSSA is four (4) years with auto-renewal each year thereafter. MPAC is requesting that all 444 Ontario Municipalities sign the DSSA before the deadline.

Not signing the DSSA could result in eventual restrictions to Municipal Connect and other MPAC products, but MPAC's statutory services would not be affected.

The DSSA is a standardized document for all municipalities which offers a flexible framework for future enhancements.

Background.

MPAC's Data Sharing and Services Agreement (DSSA) integrates and clarifies many existing MPAC-Municipal agreements including: the Service Level Agreement (SLA), the Municipal

License Agreement (MLA) and Product Use Sheets, the Municipal Connect License, and the Ontario Parcel Master Agreement (OMPA).

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. Commitment to review Service Level commitments and dependencies every four years with Municipal Working Group.
- 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 in accordance with *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Assessment Act*.
- The ***Municipality Permitted Uses of MPAC Data Products*** provide the Municipality 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.

How was the DSSA developed?

The DSSA was developed in consultation with a municipal working group of representatives from the MPAC Municipal Liaison Group (MLG). It is intended to be a framework for the

continued evolution of the relationship between MPAC and the Municipality. The working group was comprised of tax, assessment, legal and other municipal representatives from seven municipalities.

DSSA Webinar.

Watch our [April 4 webinar](#) recording to learn about our new DSSA, the benefit for municipalities, and our roll-out plan.

Have additional questions?

Reach out to your local [Municipal and Stakeholder Relations Account Manager](#) to learn more.



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

Data Sharing and Services Agreement (DSSA) – Frequently Asked Questions

Overview

Q.1 What is the purpose of the Data Sharing and Services Agreement (DSSA)?

The new DSSA reflects the evolving relationship between MPAC and municipalities by consolidating and replacing several dated agreements between MPAC and municipalities governing data sharing and services into a single document that is easy to use and understand.

In addition, the new DSSA addresses municipal concerns over data sharing, including protection of municipal documents, obligations of the parties, and reciprocal obligations. It also clarifies the permitted uses of MPAC data by municipalities, and the permitted uses of municipal data by MPAC.

Q.2 What MPAC agreements and licenses are being consolidated in this new agreement?

The new DSSA consolidates and updates: the Municipal License Agreement and its Product Use Sheets (including those pertaining to kiosks and websites), the Municipal Connect Terms and Conditions of Use, the Ontario Parcel Master Agreement General Municipal Licence Agreement, and the Service Level Agreement (SLA).

Q.3 Was there municipal involvement in the development of the new DSSA?

Yes. A working group of municipalities contributed and provided feedback to MPAC's project team at multiple points throughout the development of the DSSA.

Q.4 Does my Municipality have to sign the new agreement?

Yes. Like previous MPAC-Municipal agreements, the DSSA is standardized for all municipalities and requires a signature by a person who can bind your Municipality.

Q.5 Does the new DSSA need to be approved by Council?

Not necessarily. The DSSA requires the approval of a person who can bind the Municipality. Whether the DSSA requires the approval of Council will depend on the authority that has been delegated to senior staff.

Q.6 Can the agreement be customized for my Municipality?

No, the DSSA is standardized for all municipalities.

Q.7 What is the Municipal Liaison Group (MLG) and how will they be involved in the ongoing review of this agreement?

MPAC's Municipal Liaison Group (MLG) is a group of municipal staff from across the province who provide input to MPAC and our Municipal and Stakeholder Relations team, to ensure that MPAC's services and standards meet the needs of municipalities. In addition to regular meetings, MLG members also participate in smaller working groups regarding specific issues or initiatives as deemed appropriate. An MLG working group was instrumental in the creation of the DSSA.

Q.8 How regularly will the DSSA be reviewed?

The DSSA will be reviewed as needed based on the evolving nature of the MPAC-Municipal relationship. Components of the DSSA will be reviewed at regular intervals, like the Service Level Agreement (SLA), which will be reviewed every four years.

Q.9 Could the DSSA be amended/adapted in the future? If so, what is the process?

Yes. To support continued collaboration between MPAC and municipalities, the DSSA may require updating in the future. Updates will be considered in consultation with MPAC's Municipal Liaison Group (MLG) before being brought forward to all municipalities as an amendment to the agreement. Changes to Service Levels or Dependencies will require MLG approval.

Q.10 What is the term of the DSSA?

The term of the DSSA is four years, following which the DSSA will auto-renew each year thereafter unless the Municipality opts out of the agreement.

Q.11 When will the DSSA come into effect?

The DSSA will come into force on January 1, 2024. The deadline for signing the DSSA is December 2023. Municipalities who do not sign by the deadline could lose access to non-statutory MPAC deliverables like Municipal Connect.

Q.12 What are the consequences of not signing the agreement?

MPAC will provide ample time for municipalities to sign the agreement, but not signing the DSSA could result in restrictions to Municipal Connect and other MPAC non-statutory products. However, the provision of MPAC’s statutory services and products would not be affected. In addition, not signing the DSSA would not relieve a Municipality from complying with any of its legislative obligations.

Service Level Agreement

Q.13 What is the Service Level Agreement (SLA)?

The Service Level Agreement (SLA) is MPAC’s promise to deliver timely, accurate and measurable products and services to municipalities. It is MPAC’s commitment to all municipalities to maintain high performance standards and each Municipality’s commitment to perform the Dependencies that MPAC requires in order to meet these standards.

The SLA and its Service Levels were established in consultation with municipalities to align service delivery expectations and create opportunities for collaboration and information sharing.

The SLA also covers the activities that municipalities are required to perform (Dependencies) to meet the Service Levels, while allowing municipalities to review MPAC’s performance and resolve issues.

Q.14 Where can I find information on my Municipality’s Service Levels?

Municipalities can access performance metrics for their jurisdiction through a self-service dashboard in Municipal Connect or by contacting their MPAC Account Manager. Through the SLA Dashboard, each Municipality can access and view an at-a-glance snapshot of performance for each reported Service Level. The Dashboard indicates whether MPAC met or did not meet the applicable Service Level and if a municipal Dependency was not met.

Q.15 When would MPAC change a municipal Service Level or Dependency within the SLA?

MPAC would not typically make a change unilaterally to the SLA unless required to by Applicable Laws. Any proposed changes to the SLA would be considered in consultation with our Municipal Liaison Group (MLG) and other municipalities prior to their introduction and require the approval of MLG.

Q.16 What happens when a Municipality misses a Dependency under the SLA?

Municipalities are expected to make reasonable efforts to perform the Dependencies to enable MPAC to meet its Service Levels. However, municipalities are not liable for missing a Dependency. The SLA is a non-binding list of Service Levels and Dependencies that both parties strive to achieve and does not create obligations for either party beyond those set out in any Applicable Laws.

Missed Dependencies will be used as discussion points for local relationship meetings with your MPAC Account Manager/Regional Manager for general awareness, and to ensure that any potential systemic issues are identified and discussed.

Q.17 What is the preferred mechanism for municipalities to share information with MPAC related to changes to Federally and Provincially-owned properties?

Information about changes to Federal/Provincial properties can be submitted to MPAC using the “My Work” portal within Municipal Connect. Please discuss this with your local Account Manager who will work with MPAC valuation staff to ensure any improvements and changes to ownership are accurately captured within our systems.

Data Licenses

Q.18 What are the permitted uses of data pursuant to the DSSA?

MPAC is permitted to use Municipality Documents to fulfill its legislated mandate. In addition to meeting Service Levels, performing property assessment activities and fulfilling other statutory duties, MPAC uses the Municipality’s information to update its databases to provide assessment data to municipalities and taxpayers, and commercialize data and insights to offset the cost of MPAC services to municipalities through their levy payments. Like municipalities, MPAC is an institution subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Municipalities’ information will be protected from disclosure to, and unauthorized access by, third parties in accordance with MFIPPA, the *Assessment Act* and the DSSA.

Your Municipality is permitted to use MPAC Data Products for internal planning purposes, internal operational uses and external distribution uses in accordance with each MPAC Data Product’s permitted uses. The DSSA also provides easier access through Custom Product licenses for municipality-owned and funded entities to access MPAC data.

Q.19 What are Internal ‘Planning’ and Internal ‘Operational’ Purposes?

For the purposes of the DSSA, 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.

Examples of “Internal Planning Purposes” include:

- Activities involving internal land use planning under the *Planning Act*.
- Activities leading up to a decision pertaining to the Official Plan, lot creation, land development, zoning, site plans or building permits would be considered planning.
- The creation of a municipal by-law for development charges under the Development Charges Act.
- Debt collection activities added to the property tax bill, and as authorized under the *Municipal Act*.
- Activities involving consultation such as seeking input from property owners, as part of a planning activity.

For the purposes of the DSSA, 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.

Examples of “Internal Operational Purposes” include:

- Creation of mailing lists or issuance of notices to property owners once a decision has been made and is considered operational.
- Information notices to owners for fire prevention initiatives or local roadway changes.
- Collection of fines or monetary penalties resulting from the Provincial Offences Act.
- Use of MPAC Data for social assistance business delivery, emergency services, delivery of public health service operations, energy conservation, rent reduction notices, issuance of waste collection bag tags, etc.

MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect. Municipalities may wish to seek their own legal advice regarding whether their intended use of an MPAC Data Product aligns with the permitted uses of each MPAC Data Product.

Q.20 What is a ‘Consultant’ to the Municipality and can MPAC products be disclosed to service providers and agents?

A Consultant to the Municipality is a consultant, contractor, agent, or supplier retained by the Municipality who may access MPAC Data Products solely to fulfill their engagement

with the Municipality in accordance with the Municipality's use of such MPAC Data Products. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

Q.21 Are municipalities allowed to share information across municipal departments?

MPAC Data Products for Internal Planning Purposes may be shared freely across departments within the Municipality, provided that such information is used solely for Internal Planning Purposes by all departments and not distributed to third parties other than authorized Consultants.

Similarly, MPAC Data Products for Internal Operational Purposes may be shared freely across departments within the Municipality, provided that such information is used solely for Internal Operational Purposes by all departments and not distributed to third parties other than authorized Consultants.

Municipalities that share MPAC Data Products across departments are responsible for ensuring that all departments accessing MPAC Data Products abide by any specific permitted uses, terms and conditions appended to the MPAC Data Products.

Only MPAC Data Products for External Distribution Purposes may be shared with third parties in accordance with the terms and conditions of the MPAC Data Product.

Municipal departments that seek additional uses of MPAC Data Products may contact their local Account Manager. A Custom Product may be required for these additional uses.

Q.22 What is an 'external distribution purpose' and who is a 'third party' to the Municipality?

For the purposes of the DSSA, an External Distribution Purpose is the distribution of MPAC Data Products to any third party outside of the Municipality other than to an authorized Consultant. A 'third party' is any entity that is not legally a part of the incorporated Municipality.

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

Q.23 Can my Municipality share data with a municipal entity directly (e.g., BIAs, wholly owned/funded municipal entities)?

Municipalities may only share data with a municipal entity if expressly permitted by MPAC's Data Product's terms. Otherwise, sharing data with third parties such as other municipal entities is not permitted without a Custom Product licence or other MPAC written consent.

Please contact your local MPAC Account Manager to understand and to assist with any data request from a municipal entity. A Custom Product Use Sheet may be required to ensure that the data is properly licensed before sharing with a municipal entity.

Q.24 How can third parties access MPAC Data Products?

Third parties may contact the local MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

The DSSA provides a framework which considers fee discounts depending on the type of entity. MPAC will consider how the entity is created, owned, and funded and for what purposes is the data being used.

Q.25 Does the DSSA accommodate open data as an external distribution purpose?

Currently, no MPAC Data Products are licensed for use on a Municipality's open data website. However, the agreement framework is flexible and could be changed to allow for open data products in the future. MPAC Data Products will specify whether they are available for distribution as open data on a Municipality's website.

Q.26 What is 'Supplier Data' under the DSSA?

Supplier data is data that is licensed to MPAC by MPAC's data suppliers which include Teranet, the Province, and other suppliers. In addition to being governed by legislation and the DSSA, supplier data is bound by agreements between MPAC and its suppliers. Some MPAC Data Products may be limited in their use or distribution due to their inclusion of supplier data.

Many data products on Municipal Connect include or are derived from supplier data. Some examples include Current Value Assessments (CVA), sale amount, sale date, legal description, AVMs, parcel boundaries, X-Y coordinates, and photos.

Q.27 How can I request additional MPAC Data Products be made available on Municipal Connect?

MPAC takes requests on an ongoing basis as it continues to expand its product offerings to its municipal partners. Please contact your local MPAC Account Manager.



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 **Township of Brudenell, Lyndoch and Raglan** (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 property assessments are 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 to the Licensee'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:	<p>Calendar month.</p>
Formula:	<p>Total number of Timely Permits in a calendar month ÷ Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month, expressed as a percentage.</p>
Dependencies:	<p>All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.</p>
Additional Exceptions:	<p>N/A.</p>
Delivery of Service Level Report by MPAC:	<p>Monthly.</p>

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, S.O. 2006, c. 11, Sched. A</i>, 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.

Ministry of the Solicitor GeneralStrategic Policy Division
Office of the Assistant Deputy Minister25 Grosvenor Street, 9th Floor
Toronto ON M7A 1Y6
Tel: 416 212-4221**Ministère du Solliciteur général**Division des politiques stratégiques
Bureau du sous-ministre adjoint25, rue Grosvenor, 9^e étage
Toronto ON M7A 1Y6
Tél. : 416 212-4221

Tammy Gorgerat
 CAO
 Killaloe, Hagarty and Richards
 Township
tgorgerat@khrtownship.ca

July 19, 2023

Greetings Tammy Gorgerat,

Thank you for submitting your proposal for the Ontario Provincial Police (OPP) detachment board framework. Your patience has been greatly appreciated while all proposals went through a thorough review process.

At this time, I am pleased to confirm that the Killaloe OPP detachment board proposal has been approved by the Solicitor General to the next step in finalizing the board compositions, which is posting the composition on the Ontario Regulatory Registry (ORR). The ministry is currently working on drafting the regulation, which is expected to be available on the Ontario Regulatory Registry (ORR) for public comment in the summer or fall. Posting of the regulation is one of the last steps before the regulation can be finalized in advance of bringing the *Community Safety and Policing Act, 2019* (CSPA) into force in early 2024.

The following board composition(s) have been approved for posting.

Board	Communities Serviced	Council Seats	Community Representative Seat(s)	Provincial Appointment Seat(s)	Total Seat(s)
1	Bonchere Valley Township, Brudenell, Lyndoch and Raglan Township, Killaloe, Hagarty and Richards Township, Madawaska Valley Township, South Algonquin Township, Algonquins of Pikwakanagan First Nation (Golden	7	2	2	11

	Lake), North Algona Wilberforce Township				
--	--	--	--	--	--

On behalf of the Ministry of the Solicitor General, I would like to express my appreciation to all the communities involved in the proposal development process. I acknowledge and value the significant efforts undertaken to create a proposal for a detachment board that addresses the unique needs of each community that receives OPP policing services in your detachment. As the proposal lead, I kindly request that you disseminate this correspondence to all communities serviced by the proposed detachment board.

The ministry is planning to share more guidance as soon as possible on next steps, with the understanding that municipalities and First Nations require time to plan for the implementation of OPP detachment boards before the CSPA comes into force.

If you have any questions or concerns in the meantime, please contact Devendra Sukhdeo, Senior Policy Advisor, Public Safety and Policing Policy Unit (PSPPU), Strategic Policy Division, at Devendra.Sukhdeo@ontario.ca.

Sincerely,

Sarah Caldwell
Assistant Deputy Minister, Strategic Policy Division
Ministry of the Solicitor General



Media Release

JULY 24, 2023

Regional Stakeholders Gather to Discuss Community Safety and Well-being

On Monday, July 17th, 2023, the municipalities of Bonnechere Valley, Brudenell, Lyndoch and Raglan; Killaloe, Hagarty and Richards; Madawaska Valley; and South Algonquin hosted a regional stakeholders meeting on community safety and well-being (CSWB). Advisors from across Renfrew County and the District of Nipissing gathered in person at the Madawaska Valley Township office in Barry's Bay, and via Zoom to discuss the implementation of CSWB initiatives.

Three years ago, Brudenell, Lyndoch and Raglan; Killaloe, Hagarty and Richards; Madawaska Valley; and South Algonquin chose to work together on CSWB and create a regional plan. The initiative aimed to enhance the provision of services, and quality of life across the area. The CSWB plan was completed in the summer of 2021 and approved by each council. In the spring of 2023, Bonnechere Valley was welcomed into the collective. Now, the newly expanded group has begun working together on implementation.

New Implementation Teams

During the planning stages, multiple areas of risk and concern were identified. The group chose to concentrate on four central areas to ensure that priority risk factors were given significant attention, considered comprehensively and that goals were clear and measurable. Addictions and mental health, employment, health care, and housing were prioritized based on their prevalence in local data and consultations, and their level of community impact.

For each priority area, a new implementation team will be created. The teams will contain local experts, advocates, and individuals with lived experience who provide input and guidance. Each team will produce a small plan with goals related to the priority area. These goals may include initiatives to reduce identified risk, lessen elevated risk situations, identify immediate responses to urgent incidents, and promote and maintain CSWB. The recent meeting introduced these strategies to stakeholders and elicited their feedback.

Dr. Meara Sullivan has worked as the CSWB Coordinator since its inception and is leading the implementation. Dr. Sullivan stated, "The feedback we have received is overwhelmingly positive. Stakeholders are pleased the regional initiative is moving forward." She added, "Significantly, multiple advisors have already signed up to participate on implementation teams. These teams will be finalised over the coming weeks and will begin meeting in the fall."

Further updates will be provided to the community as they are available. If you have any questions, please contact Dr. Meara Sullivan at mearasullivan@hotmail.com.



Algonquins of Ontario

31 Riverside Drive, Suite 101, Pembroke, ON K8A 8R6

To Mayor Valerie Jahn and Council.

The Townships of Brudenell, Lyndoch, and Raglan are all located within the traditional unceded and un-surrendered territory of The Algonquins of Ontario (AOO). The purpose of this letter is to generate support in helping us to build positive relationships throughout the AOO settlement area.

To that end, we are hopeful of working with your community to both promote and build a mutually beneficial relationship that will eventually extend throughout the entire settlement area (via each community's individually elected representatives). This will work to the advantage of each and every resident throughout Eastern Ontario. The AOO is committed to this goal.

The province of Ontario recognizes the importance of consulting with Aboriginal communities on planning matters that may affect their section 35 Aboriginal or treaty rights. Planning authorities are encouraged to build constructive, cooperative relationships through meaningful engagement with Indigenous communities to facilitate knowledge-sharing in land use planning processes and informed decision-making.

The AOO are on a journey of survival, rebuilding and self-sufficiency - a journey of reconciliation. This journey began over 250 years ago when the first Algonquin Petition was submitted to the Crown in 1772 and will ultimately find resolution in a treaty involving all ten of the following Algonquins of Ontario communities:

- Algonquins of Pikwakanagan First Nation
- Antoine
- Bonnechere
- Greater Golden Lake
- Kijicho Manito Madaouskarini
- Mattawa/North Bay
- Ottawa
- Shabot Obaadjiwan
- Snimikobi
- Whitney & Area

The AOO Settlement Area includes an area of 9 million acres within the watersheds of the Kichissippi (Ottawa River) and the Mattawa River in Ontario, an unceded territory that covers most of eastern Ontario. More than 1.2 million people live and work within the Settlement Area. There are 87 municipal jurisdictions fully and partially located within the Settlement Area, including 75 lower and single tier municipalities and 9 upper tier counties.

Given this, it is imperative that any projects in your municipality impacting natural heritage (including land rights, trails, wildlife, waterways, water resources, environment and

archaeological history) be given due consideration before commencement or development of any kind. The crown has the legal duty to consult with the Algonquins where actions may adversely impact the rights of First Nation Communities and property owners.

The Algonquin Treaty will provide finality and certainty on longstanding issues (dating back to 1772) about the use and management of Algonquin lands and natural resources for the Algonquin people and the residents of the AOO Settlement Area.

We greatly value you joining us on this historic mission. If you have questions or would like to meet to discuss any aspect of our journey forward, please feel free to get in touch with me at any time.

Sincerely,



Jim Meness
Executive Director

jmeness@tanakiwin.com

The Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, ON K8A 8R6
Phone: 613-735-3759 Ex. 200 | Fax: 613-735-6307
Email: algonquins@tanakiwin.com
Website: www.tanakiwin.com

From: Pembroke Airport <pembrokeairport@vianet.ca>
Sent: July 10, 2023 12:17 PM
To: clerk-treasurer@blrtownship.ca
Subject: Letter of Support

Virginia,

The Pembroke & Area Airport has an opportunity to apply for funding by showing how the airport impacts the Renfrew County region. The airport is owned by six municipalities in Renfrew County (Laurentian Hills, Deep River, Petawawa, Pembroke, Laurentian Valley and Whitewater Region) and we are asking all municipalities in Renfrew County to submit a letter of support in our pursuit of funding. We hope you will consider our request favourably.

Attached is a draft letter that you can use and edit, or you can provide your own letter. We ask that it be on letterhead, dated and signed.

If you have any questions, please let me know and I am happy to answer them for you.

Natalie

Natalie Tricco
Assistant to the Commission
Pembroke and Area Airport
176 Len Hopkins Drive
Pembroke, ON
K8A6W7
Telephone: 613-687-5300
Website: www.flycyta.ca

Date

Allan Wren, Chairperson
Pembroke & Area Airport
176 Len Hopkins Drive,
Pembroke, Ontario K8A 6W7

Subject: Funding for the Pembroke & Area Airport

Mr. Wren,

On behalf of the residents, businesses and members of council in the Township of Brudenell, Lyndoch and Raglan, we are providing this letter of support for the Pembroke & Area Airport as you pursue funding for your runway and related infrastructure improvements.

Our municipality is heavily forested with over 60,000 hectares of forests which supports the logging industry which is prevalent in our region. Forest fires are always a concern for us, and this year, one of neighbouring municipalities and Algonquin Park experienced forest fires that required the deployment of aircraft which were based out of the Pembroke & Area Airport. As I write this letter, we remain under a fire ban in our municipality. The threat of forest fires is something we live with every year; it's not a matter of if it will happen, but when. We rely on the airport to be that operational base for those incidents.

In addition, we also appreciate the air ambulance service that can be accommodated here with the runway and refueling ability. Without the airport, the only option is a two-hour drive to Ottawa, and further to other centres. Not only does that leave our residents at risk when they are experiencing an emergent medical situation, but it also takes our paramedics out of the region if they need to be transported by land ambulance. Renfrew County is a vast area and we have to be efficient in our paramedic resources to serve our residents appropriately. The airport certainly helps in facilitating those air ambulance transfers.

A municipality like ours relies heavily on tourism to support our businesses and contribute to our tax base through seasonal residences. We benefited this year from the provincial fish stocking program which was facilitated from the airport. The provincial moose, deer and bear counts also contribute to our hunting season which again brings tourists to our area.

We know there are also businesses that use the airport, many of whom employ our residents and make it possible for our businesses to thrive. Of course, the contribution of Garrison Petawawa to our community is certainly well-known and they are a strong user of your facility. We appreciate your efforts in maintaining the airport infrastructure and being proactive in seeking funding to ensure this resource remains active in our community, to the benefit of us all.

Sincerely,

Valerie Jahn, Mayor

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDPOCH AND RAGLAN**

BYLAW NO. 2023-XX

**Being A By-Law to Establish a Township Policy
on the Use of Unopened Road Allowances**

WHEREAS, Section 44 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended imposes on local municipalities the obligation to manage and maintain the Public Road System lying within the boundaries of the Municipality;

AND WHEREAS, Section 35 of the Municipal Act, 2001 S.O. 2001, Chapter 25, as amended provides that a municipality may remove or restrict any common law right of passage over any public highway within the boundaries of the Municipality;

AND WHEREAS the Municipality receives requests from time to time from Ratepayers and other interested parties for permission to use portions of unopened road allowances lying within the boundaries of the Municipality;

AND WHEREAS a significant portion of the municipal budget is expended on the maintenance of the road system and the only effective way to maintain control over current road expenditures and liability for future maintenance costs of the road system is to ensure that new roads are only added on a cost-effective basis;

AND WHEREAS, the Township of Brudenell, Lyndoch and Raglan is the owner of all road allowances within its jurisdiction;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
BRUDENELL, LYNDPOCH AND RAGLAN ENACTS AS FOLLOWS:**

1. THAT this By-law may be cited as “The Township of Brudenell, Lyndoch and Raglan use of Unopened Road Allowances”.
2. Schedule attached to and forming part of this By-law Schedule “A” - Policy on the use of Unopened Road Allowances

3. THAT this By-law shall take effect upon its adoption.

4. In the event that section or sections of this by-law thereof are found by a Court of competent jurisdiction to be invalid or ultra vires, such section, sections or parts thereof shall be deemed to be severable, with all other sections or parts of this by-law remaining in the full force and effect.

Read and adopted by Resolution XXXX-XX-XX-XX this XX Day of XXX, 2023.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour

DRAFT

POLICY - USE OF UNOPENED ROAD ALLOWANCES

Schedule "A" to By-Law 2023-XX

1.0 Background

An "unopened road allowance" as defined by the Municipal Act is a public highway that has not been opened and assumed for maintenance purposes by By-law of the Township. Unopened road allowances may accommodate seasonal (summer) traffic, private access to a farm, house, or vacant lands, logging access, or may function as a trail or public access to a water body. Where an unopened road allowance currently has some form of use it is referred to as an existing or public right of way.

A "shore road allowance" is a public highway as defined by the Municipal Act that is located along the shore of a navigable waterway.

The provisions in this policy that apply to an unopened road allowance shall apply to both unopened road allowances and to original shore road allowances.

2.0 General

It is the general policy of the Township that road allowances, shore road allowances or existing public rights-of-way that provide access to water will not be obstructed and will be kept in municipal ownership for the following reasons:

- 1) future transportation needs where warranted;
- 2) public access where appropriate;
- 3) protection of the environment including adjacent source waters;

From time to time the Township receives requests to privately occupy road allowances, shore road allowances or existing public rights-of-way. The Municipal Act provides that Council may pass By-Laws:

- a) to close any portion of an opened or unopened road allowance and convey ownership of all or some of the lands, or
- b) enter into an agreement to restrict public access to or allow for an encroachment on a road allowance.

Creating or disposing of one-foot reserves on or near unopened road allowances, including shore road allowances, may be permitted by Council to control access to roadways and address minor property matters pursuant to applicable legislation so long as the creation or disposition is consistent with the intent of this policy and other applicable policies. Such requests shall be considered by Council on a case-by-case basis.

3.0 Initial Screening Criteria (Closing and transferring)

Closure and conveyance of any road allowance, including a shore road allowance, may be considered by the Township only where the following conditions exist:

- 1) The person making the request owns lands containing a building or structure abutting the unopened portion of a road allowance or owns sufficient abutting lands that when added to the unopened road allowance could create a single usable parcel as determined by the applicable zoning for the lands.
- 2) The allowance has not been identified as possibly being required or will not be required within the road or trail system identified in the Renfrew County Official Plan or similar document.
- 3) There is adequate alternate public access to any water body in proximity to the road allowance to be closed.
- 4) Access to any other lands is not impacted because of the closure.
- 5) Closure will not adversely impact on the shore, the water quality or quantity, or any other right associated with public waterways
- 6) Shore Road Allowance are also subject to the Shore Road Allowance Closure and Sale Policy.

4.0 Request to Close and Convey

Where the screening criteria outlined in this policy have been met and a written request to close and convey any portion of a road allowance is received, including confirmation as to whether the land will be used for constructing new permanent buildings or structures, Council may, as a condition of such conveyance, require any of the following:

- 1) The applicant or owner making the request to pay all costs for the Township to process the submission as stipulated by Council from time to time plus any survey or legal expenses necessary to affect the land transfer.
- 2) If possible, the exchange of other property to provide appropriate public land or water access;
- 3) Notification to the public of such closure and conveyance in accordance with the Municipal Act and Township notice by-law.
- 4) The subject lands to be rezoned or similar application under the Planning Act approved, including the submission of any engineering studies, environmental reports, or similar documentation that may be required by the Township.
- 5) Removal or repair of buildings or structures that may encroach on the lands.
- 6) Determination and negotiation of a purchase price if applicable.
- 7) Execution of an agreement to implement the general purpose and intent of this policy.

5.0 Encroachment Agreements (All road allowances)

Where there are existing buildings or structures, including foundations, partially encroaching on to a road allowance or shore road this policy encourages relocation of said buildings, structures, and foundations off the said road allowances wherever practical and reasonable.

Where it is not practical and possible to relocate a building or structure partially encroaching on to a road allowance or shore road, this policy shall allow the encroachment to continue through an agreement with the municipality. The agreement shall specify terms of the encroachment including required notice of termination of the agreement, rights of the Township to use the road allowance, public access rights and similar. As a general principle the Township will not limit continued public access to any road allowance or shore allowance even where an encroachment agreement is permitted.

This policy does not permit the expansion, redevelopment or increase in size of any existing encroachment on a road or shore allowance, whether it is recognized by an encroachment agreement or not.

Any encroachment agreement will contain a provision that on reasonable notice the Township may require the encroachment to be removed.

Any person requesting the Township to permit an encroachment to continue shall comply with the requirements of this policy including, among other matters, Section 7.0.9.

6.0 Additional Policies

- 1) Except for trails built and maintained by organizations such as the Ontario Federation of Snowmobile Clubs Association, the Township will generally refuse to permit any person to open any unopened road allowance within the Township by way of a trail, driveway, or road capable of being used by any motor vehicle whatsoever. The purpose of this policy is to protect the Township from liability claims by persons using unimproved unopened road allowances and from demands that such unopened road allowances be improved and maintained at the expense of general ratepayers.
- 2) The Township may consider permitting the opening up of an unopened road allowance where the number of potential users warrants the expense of maintaining it, where such potential users are prepared to pay the cost of initially constructing a road to the same standard as similar publicly maintained roads located elsewhere in the Township, and where an agreement is signed between the parties respecting the opening and maintenance of the road allowance.
- 3) The Township will consider permitting a private driveway on an unopened road allowance where each of the following criteria are met:
 - a. The distance to be traveled along the road allowance is short generally less than 30 meters from the front of the lot except longer distances may be considered in rural areas adjacent to larger farm parcels.

- b. The number of property owners who could access the section of road allowance to be used is very limited, no new lot creation is to be permitted, and in no case will the Township assume maintenance of an unopened road allowance used as a private drive.
 - c. Each of the adjoining owners mentioned in the previous sub-paragraph enters into an agreement to be registered on title and binding subsequent owners of their property not to demand future improvement of the road allowance by the Township and protecting the Township from liability claims of users of the driveway. The person applying to use the road will pay the full legal costs of the Township Solicitor in preparing and registering the agreement(s).
 - d. Where necessary the boundaries of the portion of road allowance to be used are marked by an Ontario Land Surveyor and a Reference Plan prepared and, if necessary, filed at the Land Registry Office at the expense of the applicant, prior to the commencement of any work to avoid trespassing on neighbouring land.
 - e. The proposal is completed in such a way as to prevent or discourage members of the public from using the road allowance. Such measures may include locating part of the driveway on private property so that it can be gated, and access controlled where required by the Township.
 - f. Any Provincial or Federal requirements regarding Environmental Protection or other issues are met at the expense of the Applicant.
- 4) Applications for permission to use an unopened road allowance shall be submitted in writing to the Clerk-Treasurer. The application must state the intended use, the applicant's interest in the allowance, and be accompanied by an accurate location and description plan as well as any other material or studies contemplated by this policy.
 - 5) The use of an unopened Road Allowance for access to preform logging and timber operations will be permitted. An application shall be submitted to the Township for consideration. If a permit is agreed, a deposit will be required of \$5,000.00. Adequate insurance in an amount of at least \$1,000,000.00 must be procured. Upon completion of operations, the entrance to said road allowance must be removed.
 - 6) The Township will follow applicable procedures respecting disposal of real property, stopping up and closing public highways, and restricting access through an encroachment agreement
 - 7) Members of the public generally have a right of access over and along unopened road allowances for the purposes of traversing ONLY.
 - 8) The public's right of access to an unopened road allowance does not carry with it the right to make any improvements or alterations to the land to exercise that right of access without the consent of the Corporation.

- 9) If permission is granted by Council for use of a road allowance, or an encroachment on to either an open or an unopened road allowance, the following policies shall apply, as determined by the Township:
- a. The actual location of the road allowance must be clearly determined. This is the responsibility of the applicant and may be required to be verified by an Ontario Land Surveyor, at the expense of the applicant.
 - b. If a new entrance way is required, the approval of the Operations Department as to its location, width, size, and length of culvert to be installed and the grade at which it intersects the Township Road is required. Fees to be paid by the Applicant.
 - c. Where entry is upon a roadway not under the jurisdiction of the Municipality, the standards and specifications of the Ministry of Transportation shall apply.
 - d. If brushing and clearing of the road allowance is undertaken, arrangements for the disposal of brush and/or compensation for wood of value harvested on the road allowance shall be obtained in writing by the Owner from the Township.
 - e. If the application is for the provision of an access road, driveway or right-of-way, the minimum width of clearance shall be as stipulated in the Township Zoning By-law (approximately 6 metres). The driveway shall be in the centre of the road allowance wherever possible, leaving an equal buffer on either side of the cleared area, unless otherwise approved by Council.
 - f. The applicant shall acknowledge in writing that all improvements to the road allowance are at the sole expense of the applicant and all such improvements must be approved by the Township. The applicant must also acknowledge in writing that any member of the public has the right to use the subject road allowance.
 - g. The applicant must post a notice on the road allowance in a form acceptable to the Township, advising all users of the road allowance that the roadway is an unassumed municipal roadway and is used at his/her own risk.
 - h. The applicant must acknowledge in writing that the Township assumes no liability, responsibility, or obligation whatsoever to construct and/or maintain and/or repair the road allowance.
 - i. The applicant must agree to indemnify and save harmless the Township its employees and councillors from all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way arising out of any accident whatsoever occurring on the road allowance.

No Person shall at any time:

1. Erect any gates or barriers on the unopened road allowance.
2. Use a motor vehicle that causes destruction of an unopened road allowance owned by the Township of Brudenell, Lyndoch and Raglan.

3. Erect a dock or any kind of structure on an unopened shore road or road allowance leading to the water so as to have the effect of restricting public use of the unopened road allowance.
4. Store any vehicle, boat, trailer, etc. on an unopened road allowance owned by the Township of Brudenell, Lyndoch and Raglan.
5. Perform any work, remove any trees, soil, or other material, or erect upon or use any unopened road allowance or shore road allowance without specific written approval of the Township.
6. Discharge a firearm for the purpose of hunting game or fowl on any unopened road allowance owned by the Township of Brudenell, Lyndoch and Raglan.
7. Dump, place, or deposit or permit to be dumped, placed, or deposited any quantity of waste on any unopened road allowance owned by the Township of Brudenell, Lyndoch and Raglan.
8. Install utilities (public or private) on any unopened road allowance owned by the Township of Brudenell, Lyndoch and Raglan without written permission from Council.
9. Use livestock pathways without written permission from Council.

7.0 Right of Entry

- 1) An officer may at any reasonable time, enter onto land to determine whether this By-Law is being complied with.
- 2) Every owner shall permit the Officer to inspect any land for the purposes of determining compliance with this By-Law.
- 3) Notwithstanding any provision of this By-Law, an Officer shall not enter or remain in any room or place actually being used as a dwelling, unless:
 - a. The consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused and, if refused, may only be made under the authority of a warrant issued under the Provincial Offences Act, R.S.O. 1990, as amended.

8.0 Obstruction

- 1) No person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer exercising a power of performing a duty under this By-Law.
- 2) Any person who has been alleged to have contravened any of the provisions of the By-Law, shall identify themselves to the Officer upon request, failure to do so shall be deemed to have obstructed or hindered the Officer in the execution of his or her duties.

9.0 Severability

- 1) Each clause of this By-Law is an independent clause and the holding of any clause or part of any clause to be void or ineffective for any clause shall not be deemed to affect the validity of any other clause or parts of any clause.



ACTUAL vs. BUDGET YTD

YEAR

2023

G/L Code	Account Title	Actual	Budget	Remaining \$	Remaining %
5002	Administration	\$268,883.40	\$553,771.00	\$284,887.60	51.45%
5003	Fire Department	\$124,927.10	\$242,038.00	\$117,110.90	48.39%
5004	Building Department	\$21,408.14	\$60,514.00	\$39,105.86	64.62%
5005	Livestock Valuers	\$873.20	\$1,000.00	\$126.80	12.68%
5006	Policing Services	\$126,472.48	\$306,043.00	\$179,570.52	58.67%
5007	911 Service	\$607.00	\$1,500.00	\$893.00	59.53%
5008	Transportation Services	\$684,246.22	\$1,757,539.00	\$1,073,292.78	61.07%
5009	Streetlights	\$1,384.34	\$4,500.00	\$3,115.66	69.24%
5010	Environmental Services	\$100,723.70	\$501,800.00	\$401,076.30	79.93%

G/L Code	Account Title	Actual	Budget	Remaining \$	Remaining %
5015	Recreation & Four Season Park	\$67,061.07	\$136,036.00	\$68,974.93	50.70%
5020	Library Services	\$0.00	\$6,660.00	\$6,660.00	100.00%
5022	Planning & Development	\$8,924.19	\$3,000.00	(\$5,924.19)	-197.47%
Total		\$1,405,510.84	\$3,574,401.00	\$2,168,890.16	60.68%

MONTHLY EXPENSES SUMMARY



Account Title	Administration	Building Department	Environmental Services	Fire Department	Library Services	Livestock Valuers
911 Services						
Planning & Development		Recreation & Four-Season Park	Streetlights	Transportation Services		

G/L Code	Account Title	January	February	March	April	May	June	July	August	September	October	November	December	Total
5002	Administration	\$15,346.51	\$71,100.83	\$33,915.33	\$14,735.41	\$54,331.53	\$59,514.39	\$19,939.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268,883.40
5003	Fire Department	\$6,728.95	\$37,672.06	\$9,046.03	\$9,190.09	\$32,344.42	\$17,111.25	\$12,834.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$124,927.10
5004	Building Department	\$4,348.46	\$1,334.37	\$2,790.09	\$2,483.03	\$3,250.82	\$4,306.68	\$2,894.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,408.14
5005	Livestock Valuers	\$0.00	\$0.00	\$0.00	\$0.00	\$873.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$873.20
5006	Policing Services	\$0.00	\$0.00	\$25,252.00	\$25,135.00	\$25,504.00	\$25,077.48	\$25,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126,472.48
5007	911 Services	\$0.00	\$0.00	\$0.00	\$0.00	\$493.00	\$12.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$607.00
5008	Transportation Services	\$74,029.56	\$122,522.03	\$66,161.83	\$79,609.18	\$123,662.83	\$74,245.30	\$144,015.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$684,246.22
5009	Streetlights	\$312.40	\$178.64	\$178.66	\$178.66	\$178.66	\$178.66	\$178.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,384.34
5010	Environmental Services	\$5,910.29	\$15,834.09	\$18,117.73	\$16,977.43	\$13,562.71	\$16,057.45	\$14,264.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,723.70
5015	Recreation & Four Season Park	\$3,257.73	\$27,855.18	\$6,235.71	\$7,283.41	\$7,369.02	\$8,467.73	\$6,592.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,061.07
5020	Library Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5022	Planning & Development	\$2,089.32	\$0.00	\$0.00	\$1,153.95	\$2,069.09	\$3,611.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,924.19
Total		\$112,023.22	\$276,497.20	\$161,697.38	\$156,746.16	\$263,639.28	\$208,582.77	\$226,324.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,405,510.84

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDOKH AND RAGLAN**

BYLAW NO. 2023-42

A **By-law** to authorize participation in the OMERS Primary Pension Plan (“Primary Plan”), and the Retirement Compensation Arrangement for the OMERS Primary Pension Plan (“RCA”), each as amended from time to time, of the employees of the **Corporation of the Township of Brudenell, Lyndoch and Raglan** (“Employer”) identified herein.

WHEREAS the Employer is eligible to participate in the Primary Plan and the RCA in accordance with subsection 5(1) of the *Ontario Municipal Employees Retirement System Act, 2006*, as amended from time to time (“OMERS Act, 2006”) in respect of its eligible employees and wishes to do so in accordance with the applicable Primary Plan and RCA documents and applicable legislation;

AND WHEREAS pursuant to subsection 6(1) of the Primary Plan, an employer who is eligible under the OMERS Act, 2006 to participate in the Primary Plan and the RCA may, by by-law or resolution, participate in the Primary Plan and the RCA and pay to the funds for the Primary Plan and the RCA the total of the employer and member contributions required by the Primary Plan, and has all of the powers necessary and incidental thereto;

AND WHEREAS the Employer wishes to participate in the Primary Plan and the RCA in respect of its eligible employees in accordance with the terms of the Primary Plan, RCA, and applicable legislation, each as amended from time to time;

THEREFORE, BE IT RESOLVED THAT, effective **January 2023** (“Effective Date”), or as otherwise indicated, the **Council** enacts as follows:

- | | |
|--------------------------|---|
| (Participation) | 1. The Employer shall participate in the Primary Plan and the RCA in accordance with the terms of the Primary Plan, RCA, and applicable legislation, each as amended from time to time. |
| (Election re: Employees) | 2. As of the Effective Date, the Employer shall participate in the Primary Plan and the RCA in respect of each person who is employed by the Employer and who is eligible to be a member of the Primary Plan and the RCA under subsection 5(3) of the OMERS Act, 2006 (“Employee”), in accordance with the terms of the Primary Plan, RCA, and applicable legislation, each as amended from time to time. |
| (Current CFT Employees) | 3. An Employee who is employed on a continuous full-time basis, as defined in subsection 9(1) of the Primary Plan, as amended from time to time (“CFT Employee”), and who |

commenced employment with the Employer before the Effective Date is entitled to become a member of the Primary Plan and the RCA on the first day of the month following the month in which the CFT Employee’s application is received by the OMERS Administration Corporation (“AC”), provided that the AC may, at the request of the Employer, fix an earlier date on which the CFT Employee becomes a member but not before the date on which the CFT Employee became entitled to be a member or the first day of January in the year in which the application is received by the AC, whichever is the later date.

(Future CFT Employees)

4. Every person who becomes a CFT Employee on or after the Effective Date shall, as a condition of employment, become a member of the Primary Plan and the RCA, or if such person is already a member, resume contributions to the Primary Plan and the RCA on the date so employed.

(Membership for OTCFT Employees)

5. An Employee who is employed on other than a continuous full-time basis (“OTCFT Employee”) and meets the eligibility criteria in subsection 9(6) of the Primary Plan, as amended from time to time, is entitled to become a member of the Primary Plan and the RCA in accordance with the terms of the Primary Plan, as amended from time to time.

(Senior Management Official)

6. Any person who holds a senior management position with the Employer, as the Employer may designate from time to time (“Senior Management Official”), is hereby authorized on behalf of the Employer to take all such action and execute all such documents, certificates and agreements, as they may consider necessary to give effect to the provisions of this **By-law** and to fulfill the Employer’s duties and obligations with respect to the Primary Plan and the RCA. The Employer further authorizes the **Clerk-Treasurer** to submit forthwith a certified copy of this **By-law** to the AC.

Read and adopted by Resolution 2023-08-02-XX this 2nd Day of August, 2023.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



EMPLOYEE REPORT

Report Date: July 28, 2023

Date of Council Meeting: August 2, 2023

Prepared By: Jordan Genrick

Approved By: Virginia Phanenhour

Reason for this Report

To provide Council with information regarding By-Law 2023-43.

Recommendation

That Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan accept this report for information purposes.

Facts and Issues

The Municipality had a number of By-Laws regulating speed limits on a select number of roads. However, the By-Laws did not encompass all the necessary roads. Staff has compressed all the By-laws into one and added the missing roads. The prescribed speed limit reductions within the By-Law focus on paved roads with an AADT of 50-400 and take into consideration road design, school zones and built-up residential areas. Once the By-law is enacted staff will begin a review of signage requirements and order/install where needed.

**THE CORPORATION OF THE TOWNSHIP OF
BRUDENELL, LYNDOKH AND RAGLAN**

BY-LAW NO. 2023- 43

**Being a By-Law for the Regulation of Traffic by Imposition
of Reduced Speed Limits on Specified Highways.**

Pursuant to section 11 of the Municipal Act, 2001, S. O. 2001, chapter 25, as amended, The Corporation of the Township of Brudenell, Lyndoch & Raglan is authorized to enact By-Laws regulating, among other things, traffic on highways under its jurisdiction;

WHEREAS the Highway Traffic Act R.S.O., 1990, Section 128, subsection (2), Chapter H.8, as amended, provides that the council of a municipality may, for motor vehicles driven on a highway or portion of a highway under its jurisdiction, by by-law prescribe a rate of speed different from the rate set out in subsection (1) of the Highway Traffic Act; **AND WHEREAS** the Highway Traffic Act R.S.O, 1990, Section 128, subsection (3), Chapter H.8 as amended provides that the rate of speed prescribed under subsection (2) shall be any speed that is not greater than 100 kilometres per hour;

AND WHEREAS it is deemed expedient that the speed of motor vehicles on certain highways within the Corporation of the Township of Brudenell, Lyndoch and Raglan be restricted;

NOW THEREFORE the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan enacts as follows:

1. When any highway or portion thereof set out below is marked in accordance with the regulations set out in the Highway Traffic Act, the maximum rate of speed shall be 70 kilometres per hour.

HIGHWAY	START	END
Letterkenny Road	700M North of County Road 515 intersection	12.5KM to intersection of County Road 68

2. When any highway or portion thereof set out below is marked in accordance with the regulations set out in the Highway Traffic Act, the maximum rate of speed shall be 60 kilometres per hour.

HIGHWAY	START	END
Addington Road	700M South of County Road 515	4.3KM South of County Road 515
Bruceton Road	Intersection of HWY 28	3.5KM to intersection of Keller Road
Burnt Bridge Road	Intersection of Oscar Boehme Road	1.5KM South of Oscar Boehme Road

Cedar Grove Road	Intersection of County Road 514	800M East of County Road 514
Cormac Road	Intersection of Rochefort Road	3.2KM to intersection of Beggan Road
Jewelville Road	Intersection of County Road 515	2.1KM to intersection of Upper Rosenthal Road
Keller Road	Intersection of Bruceton Road	1.2KM Northeast to Snake Creek Bridge
Little Ireland Road	Intersection of HWY 28	1.3KM to intersection of Lalande Road
Lower Rosenthal Road	Intersection of River Road	800M Northeast to end of pavement
Moccasin Lake Road	Intersection of County Road 514	1.7KM West to end of pavement
Oscar Boehme Road	Intersection of Burnt Bridge Road	850M West to end of pavement
Raglan White Lake Road	Intersection of County Road 514	400M West to end of pavement
River Road	Intersection of County Road 515	2KM to end of pavement
River Bend Drive	Intersection of County Road 515	3KM to intersection of Oscar Boehme Road
Trout Lake Road	Intersection of HWY 28	600M South to end of pavement
Wingle Road	Intersection of County Road 515	3.3KM South towards Cedar Grove Road

3. When any highway or portion thereof set out below is marked in accordance with the regulations set out in the Highway Traffic Act, the maximum rate of speed shall be 50 kilometres per hour.

HIGHWAY	START	END
Letterkenny Road	Intersection of County Road 515	700M North of County Road 515 intersection

4. When any highway or portion thereof set out below is marked in accordance with the regulations set out in the Highway Traffic Act, the maximum rate of speed shall be 40 kilometres per hour.

HIGHWAY	START	END
Addington Road	Intersection of County Road 515	700M South of County Road 515
Burnt Bridge Road	Intersection of County Road 515	700M to intersection of Oscar Boehme Road
Cedar Grove Road	800M East of County Road 514	50M to intersection of Wingle Road

John Watson Road	Intersection of County Road 68	1KM Northwest to end of pavement
Wingle Road	3.3KM South from County Road 515 intersection	300M to intersection of Cedar Grove Road

5. That By-Law No. 2018-25, 2016-22, 2016-27, 2017-41 are hereby repealed.
6. The penalties provided in subsection (14) of section 128 of the Highway Traffic Act, as amended, shall apply to offences with respect to this By-Law.
7. In the event that any section, subsection, clause, paragraph, or provision of this By-Law, either in whole or in part and including any Schedule hereto, shall be declared to be ultra virus, invalid, or illegal for any reason, then such declaration shall not affect the validity of the balance of this By-Law.
18. This By-Law shall be cited as the "Speed Limit By-Law".

Read and adopted by Resolution 2023-08-02-xx this 2nd Day of August, 2023.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDOKH AND RAGLAN**

BYLAW NO. 2023-44

**A BY-LAW TO IMPOSE MANDATORY CONSULTATION AHEAD OF SUBMISSION OF
PLANNING APPLICATION**

WHEREAS the Planning Act provides that Council, by by-law, may require applicants or municipalities to consult with the Municipality before submitting requests to amend the Zoning By-law, submitting requests for Site Plan applications, or submitting requests Minor Variance Applications;

AND WHEREAS revisions to the Planning Act under Bill 109, More Homes for Everyone Act, 2022 and Bill 23, More Homes Built Faster Act, 2022 requires the Municipality to revise the process to review planning applications to ensure timely decisions;

AND WHEREAS County of Renfrew Official Plan Amendment No. 35 (OPA 35) updated the policies regarding pre-consultation;

NOW THEREFORE the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan, in accordance with the provisions of the Planning Act, hereby enacts as follows:

1. THAT for the purposes of this By-law, “pre-consultation”, “pre-consult” “consult” or “consultation” shall mean formally providing a proposed development concept to the County of Renfrew Planning Division ahead of submitting a planning application. Staff will review the proposal to determine potential application requirements and study requirements as per Section 17.17 of the County Official Plan in support of the submission of a complete application. County of Renfrew Planning Division staff may also include other agencies as part of the consultation process with the applicant.
2. THAT applicants or municipalities be required to pre-consult with the County of Renfrew Planning Division before submitting requests to amend the County of Renfrew Official Plan. Pre-consultation for an Official Plan Amendment may include a “Stage 2” review of supporting information (which may include peer-review or agency sign-off) in accordance with the requirements of Section 17.17 of the County of Renfrew Official Plan. The Manager of Planning Services is

hereby delegated the authority to determine the requirement for a Stage 2 pre-consultation review.

3. THAT applicants be required to pre-consult with the County of Renfrew Planning Division before submitting an application for Plan of Subdivision/Condominium approval.
4. THAT applicants shall be required to pre-consult with County of Renfrew Planning Division before submitting an application for a zoning by-law amendment, site plan, or minor variance. Pre-consultation may include a “Stage 2” review of supporting information (which may include peer-review or agency sign-off) in accordance with the requirements of Section 17.17 of the County of Renfrew Official Plan. The County of Renfrew Planning Division is hereby delegated the authority to determine the requirement for a Stage 2 pre-consultation review.
5. THAT the Municipality shall not be required to accept any application in which the applicant has not consulted as required under Clauses 2, 3, and 4 above.
6. THAT notwithstanding this By-law, the County of Renfrew Planning Division is hereby delegated the authority to waive the requirement for pre-consultation where the application is determined to be minor, technical in nature, impact on the intent and the policies of the Official Plan and/or Provincial Policy is not significant or if a previous application affecting the same property has been considered by the approval authority.
7. THAT this By-law shall come into force and effect on the date of final passing hereof.
8. THAT this By-law shall be commonly called the “Mandatory Pre-Consultation” By-law.

Read and adopted by Resolution 2023-08-02-XX this 2nd Day of August, 2023.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDOKH AND RAGLAN**

BYLAW NO. 2023-45

Being a By-Law to confirm the proceedings of
the Council of the Corporation of the Township
of Brudenell, Lyndoch and Raglan at its
Regular Council Meeting of August 2, 2023.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25 provides that, except where otherwise provided, the powers of the Council shall be exercised by bylaw;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby enacts as follows:

1. THAT the actions of the Council at its Regular Council Meeting of August 2, 2023, in respect of each motion, resolution and other action passed and taken by the Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this bylaw.
2. THAT the Head of Council and proper officers of the Corporation of the Township of Brudenell, Lyndoch and Raglan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Brudenell, Lyndoch and Raglan to all such documents.
3. This bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2023-08-02-XX this 2nd Day of August, 2023.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour