



The Corporation of the Township of Billings

Council Meeting Agenda

June 6th, 2023 7:00 p.m.

Park Centre – 39 Henry Drive, Kagawong

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Jim Cahill, Councillor

Vince Grogan, Councillor

Michael Hunt, Councillor

Staff

Emily Dance, CAO/Clerk

Tiana Mills, Deputy Clerk

Arthur Moran, By-Law / Health and Safety

1. Call to Order

Mayor Bryan Barker to call the meeting to order.

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

3. Approval of Agenda

3.1. Confirm approval of the agenda.

4. Disclosure of Pecuniary Interest

5. Adoption of Minutes

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

5.1. Regular Council Meeting – May 16th, 2023

5.2. Special Council Meeting – May 25th, 2023

6. Committee Reports

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

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

7. Staff Reports

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

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

7.3. CAO-2023-06-12 Statutory Officials

7.4. CAO-2023-06-13 AMO Delegation

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

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



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

8. Old Business

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

9. Correspondence Requiring Direction

9.1. Invitation from the Museum Committee

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

oldmillheritage@billingswp.ca

10. Information

- 10.1. OCWA Council Tour of Water Treatment Plant
Members of Council will be touring the Water Treatment Plant on July 6, 2023 at 3pm. *(Notice as per the policy will be posted on the Township website)*
- 10.2. Kagawong Post Office Hours
- 10.3. Sudbury-Manitoulin District Services Board 2022 Financial Statements
- 10.4. Sudbury-Manitoulin District Services Board 2023 First Quarter Activity and Financial Report

11. Accounts for Payment

- 11.1. Accounts for Payment May 30th, 2023

12. By-Laws and Agreements

- 12.1. 2023-45 EXP Engineering Services (Old Mill Road Bridge) By-Law
- 12.2. 2023-46 Master Services Agreement – Northern 911 By-Law
- 12.3. 2023-47 Voter List Management Services Agreement By-Law
- 12.4. 2023-48 Committee Appointment Amendment By-Law

13. Notice of Motions

14. Closed Session

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

15. Report out of Closed Session

16. Confirmatory By-Law

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

17. Adjournment

- 17.1. Motion to Adjourn

Document Accessibility

The Township of Billings is committed to providing information in the format that meets your needs. We have made every attempt to make documents for this meeting accessible but there may still be difficulty



in recognizing all the information. Please contact us if you require assistance and we will make every attempt to provide this information in an alternative format.

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

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



The Corporation of the Township of Billings
Council Meeting Minutes
May 16th, 2023 7:00 p.m.
Park Centre – 39 Henry Drive, Kagawong

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

Staff Present
Emily Dance, CAO/Clerk
Todd Gordon, Municipal Project Manager
Chris Cyr, Public Works Superintendent

1. Call to Order

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

2. Approval of Agenda

2.1. Confirm approval of the agenda.

2023-237

Moved by Hunt Seconded by Hillyard

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

Carried.

3. Disclosure of Pecuniary Interest

None noted.

4. Closed Session

4.1. Motion to move into Closed Session

2023-238

Moved by Grogan Seconded by Hunt

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(f)] Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – Notice of Motion – Solicitor Advice AND [s. 239(2)(b)] Personal matters about an identifiable



individual(3) – Volunteer of the Year and STAR Licensing Appeal Committee ,
identifiable individual AND FURTHER returns to open session upon completion.
Carried.

5. Report out of Closed Session

2023-246

Moved by Grogan Seconded by Hunt

THAT Mayor Barker reported a closed meeting was held where information was received regarding a personnel matter AND personal matters about identifiable individual regarding volunteer of the year, STAR appeal Committee and a septate matter AND advise was received regarding the Notice of Motion that is subject to solicitor-client privilege AND FURTHER this advice will be brought up during Notice of Motion.

Carried.

2023-247

Moved by Hunt Seconded by Grogan

THAT Council for the Township of Billings hereby appoints Brian Foreshow to the Township of Billings Short Term Accommodation Rental Appeal Committee.

Carried.

6. Adoption of Minutes

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

6.1. Regular Council Meeting – May 2nd, 2023

2023-248

Moved by Grogan Seconded by Hunt

THAT the May 2nd, 2023 Regular Council Meeting Minutes be adopted as presented.

Carried.

7. Delegation

None.

8. Committee Reports

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

8.2. Township of Billings Museum Committee Minutes, November 7, 2022 and April 3, 2023



Councillor Michael Hunt gave a verbal update on the Billings Library Board meeting on May 1, 2023.

Councillor Jim Cahill gave a verbal update on the Billings Business Meeting put on by the Western Manitoulin Economic Development Officer of LAMBAC on May 10, 2023.

9. Staff Reports

9.1. PW-2023-05-01-Public Works Quarterly Activity Update 2023-249

Moved by Grogan Seconded by Hunt

THAT the Township of Billings Council hereby receives for information Report PW-2023-05-01.

Carried.

9.2. MR-2023-05-02-Marina Fee Exemption OPP 2023-250

Moved by Grogan Seconded by Cahill

THAT the Township of Billings Council hereby approves Report MR 2023-05-02 AND authorizes an exemption to the marina fee for the Ontario Provincial Police for the temporary use of a marina slip at the Aus Hunt or Small Craft harbour during the 2023 season.

Carried.

9.3. FIR-2023-05-03 CACC Fire Agreement Renewal 2023-251

Moved by Hillyard Seconded by Grogan

THAT the Township of Billings Council hereby approves Report Number FIR-2023-05-03 AND approves entering into a new agreement with The Sudbury Central Ambulance Communications Centre to provide fire communication services for call taking and alerting AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Carried.

9.4. FIR-2023-05-04 Firehouse Subs Public Safety Foundation Grant 2023-252

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby approves Report Number FIR-2023-05-04 AND approves entering into a Funding Agreement with Firehouse Subs Public Safety Foundation of Canada to accept a donation for the purchase



of Bunker Gear AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Carried.

9.5. MPM-2023-05-10- Ontario Trillium Foundation – Grant Application
2023-253

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby approves Report MPM-2023-05-10 AND directs staff to apply to the Ontario Trillium Foundation Grant for improvements to the interior of the Park Centre including but not limited to, refinishing of hardwood flooring, installation of acoustic system and sound system, installation of window treatment, and lighting upgrades and possible kitchen appliances and plumbing and line painting at the outdoor rink and tennis court.

Carried.

9.6. CAO-2023-05-11- Expected Conduct Policy – *deferred from the May 2, 2023 Council Meeting*
2023-254

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CAO-2023-05-11 AND approves the adoption of an Expected Conduct Policy for the Township of Billings AND FURTHER authorizes the appropriate By-Law coming forward.

Member	Vote
Councillor Cahill	N
Councillor Grogan	Y
Councillor Hunt	Y
Deputy Mayor Hillyard	Y
Mayor Barker	Y

Carried.

10. Old Business

10.1. Council members are provided with an opportunity to discuss Old Business items not included in a staff report.

Council discussed updates on the following items:

- Capital and Operating Budget Update – in progress
- Cyber Security – information was received at FONOM, in progress
- Portable Toilet at the Sandy Beach – operational and is on the list.
- Strategic Plan Update – in progress – budget deliberations
- Share of POA – as noted previously
- Old Mill Waterline Project Update – Bridge – no new information

11. Correspondence Requiring Direction

11.1. At the Ontario Clean Water (OCWA) training session, OCWA offered to provide a tour of the water treatment plant for members of Council. During the training Council members in attendance indicated their willingness to tour the facility.

Upon Council direction, staff will work with the facility operator to coordinate a date. It is recommended due to the requirement for staff to be present that the tour be scheduled during the day. With the potential for a quorum of members of Council in attendance for a road tour, a special meeting of Council will be required with notice provided to the public.

2023-255

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby directs staff to coordinate a tour of the Kagawong Water Treatment Plant with the OCWA facility operator for Council to attend.

Carried.

11.2 Association of Municipalities of Ontario (AMO) Delegation Requests The request for delegations for the AMO conference to meeting with Provincial Ministries has opened. Municipalities have until June 9, 2023 to submit their requests.

12. Information

12.1. MPAC Annual Report

12.2. Town of Orangeville- Bill 5- Stopping Harassment and Abuse by Local Leaders Act

12.3. Gore Bay Provincial Offences Board Request for Support

2023-256

Moved by Cahill Seconded by Grogan

THAT the Township of Billings Council hereby receives for information all items listed in Section 12.

Carried.



13. Accounts for Payment

- 13.1. Accounts for Payment May 10, 2023
2023-267

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby approves, ratifies, and confirms the May 10, 2023 Accounts for Payment as presented.

Carried.

14. By-Laws and Agreements

- 14.1. 2023-36 Expected Conduct Policy
2023-268

Moved by Grogan Seconded by Hillyard

THAT By-Law 2023-36 being the Expected Conduct Policy By-Law be read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.

- 14.2. 2023-39 Fire Communications Agreement
2023-269

Moved by Hunt Seconded by Cahill

THAT By-Law 2023-39 being the CACC Fire Communications Agreement By-Law be read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.

- 14.3. 2023-40 Marina Rates and Fees
2023-270

Moved by Hunt Seconded by Cahill

THAT By-Law 2023-40 being the Marina Rates By-Law be read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.

- 14.4. 2023-41 Lake Kagawong Resource Committee Terms of Reference
Amendment
2023-271

Moved by Grogan Seconded by Hillyard

THAT By-Law 2023-41 being the Lake Kagawong Resource Committee Terms of Reference Amendment (1) By-Law be read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.



14.5. 2023-42 Firehouse Subs Public Safety Foundation Funding Agreement
2023-272
Moved by Hunt Seconded by Grogan
THAT By-Law 2023-42 being Firehouse Subs Public Safety Foundation Funding Agreement By-Law be read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.

15. Notice of Motions

15.1. Written Legal Advice or Opinion – *Approval was given during the May 2nd, 2023 Regular Council Meeting to bring the following motion forward.*
2023-273

Moved by Cahill Seconded by Grogan
WHEREAS the Township of Billings (Township) occasionally seeks advice or opinions from its solicitor;
AND WHEREAS it is prudent and good business practice to obtain solicitor advice or solicitor opinion in writing;
AND WHEREAS written advice or opinions are required in order to make a claim against a solicitor’s firm’s professional insurance in the event erroneous advice or an erroneous opinion is provided to the Township and the Township suffers a loss as a result of this erroneous advice or erroneous opinion;
NOW THEREFORE Council hereby directs Staff, going forward, to obtain solicitor advice or opinions in writing, in the form of an email or a letter. Verbal advice or opinion can be obtained on urgent matters with the understanding that the Township’s solicitor will forward his/her written advice or opinion to the Township in due course as soon as he/she is able to.

Member	Vote
Councillor Cahill	Y
Councillor Grogan	N
Councillor Hunt	N
Deputy Mayor Hillyard	N
Mayor Barker	N

Defeated.

16. Confirmatory By-Law



16.1. By-Law No. 2023-42 Being the May 16th, 2023 Confirmatory By-Law
2023-274

Moved by Hunt Seconded by Hillyard

THAT By-Law No. 2023-42 being the May 16th, 2023 Confirmatory By-Law be
read a first, second and third time AND finally passed this 16th day of May, 2023.

Carried.

17. Adjournment

17.1. Motion to Adjourn
2023-275

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby adjourns at 8:51p.m.

Carried.

Mayor Bryan Barker

CAO/Clerk Emily Dance



**The Corporation of the Township of Billings
Special Council Meeting Minutes
Thursday May 25th, 2023 7pm
Park Centre – 39 Henry Drive, Kagawong**

Council

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

Staff

Emily Dance, CAO/Clerk
Todd Gordon, Municipal Project Manager
Chris Cyr, Public Works Superintendent

1. Call to Order

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

2. Approval of Agenda

2023-276

Moved by Grogan Seconded by Cahill

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

3. Disclosure of Pecuniary Interest

None noted.

4. Delegation

4.1. Mark Langille, EXP

Mark Langille, Professional Engineer, and Senior Director with EXP made a presentation to Council on the current state of the Old Mill Road Bridge and the options for repair or replacement of the Bridge.

5. Item for which the Special Meeting was Called –Old Mill Road Bridge

5.1. MPM2023-05-11 Old Mill Road Bridge

2023-277

Moved by Hunt Seconded by Hillyard



THAT the Township of Billings Council hereby approves Report MPM-2023-05-11 AND approves moving forward with investigation for replacement of the Old Mill Road Bridge including sidewalk.

Carried.

2023-278

Moved by Grogan Seconded by Hunt

THAT the Township of Billings Council hereby approves entering into an agreement with EXP for Engineering Consulting Services for Design Process for the Old Mill Road Bridge Replacement AND FURTHER grants an exemption to the procurement policy to solicit three bids for the project AND FURTHER authorizes the appropriate By-Law coming forward.

Carried.

2023-279

Moved by Hillyard Seconded by Hunt

THAT the Township of Billings Council hereby approves shifting the NORDS funding from the Mud Creek Rd. Bridge to the Old Mill Rd. Bridge.

Carried.

6. Confirmatory By-Law

6.1. By-Law No. 2023-44 being the May 25th, 2023 Confirmatory By-Law
2023-280

Moved by Grogan Seconded by Cahill

THAT By-Law No. 2023-44 being the May 25th, 2023 Confirmatory By-Law be read a first, second and third time AND finally passed this 25th day of May, 2023.

Carried.

7. Adjournment

7.1. Motion to Adjourn

2023-281

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby adjourns at 7:46p.m.

Carried.

Mayor Bryan Barker

CAO/Clerk Emily Dance



The Corporation of the Township of Billings
Parks, Recreation and Wellness Committee Meeting Minutes
April 24, 2023 7:00 p.m.
Park Centre – 39 Henry Drive, Kagawong

Present

David Hillyard, Deputy Mayor (Chair)
Andrew Preyde
Nathalie Fert
Jenna Carter

Staff

Tiana Mills, Deputy Clerk

1. Call to Order

Deputy Mayor David Hillyard called the meeting to order at 7:01pm.

2. Approval of Agenda

Motion By: Jenna and Andrew

To accept the April 24th, 2023 Parks, Recreation and Wellness Committee Agenda as presented.

Carried.

3. Disclosure of Pecuniary Interest

None.

4. Adoption of Minutes

Motion to adopt the minutes of the following Committee meetings:

4.1. Parks, Recreation and Wellness Committee Meeting – Monday March 27th, 2023

Motion By: Nathalie and Jenna

To accept the March 27th, 2023 Parks, Recreation and Wellness Committee Minutes as presented.

Carried.

5. Delegation

None.

6. Old Business – Priority Checklist

The committee reviewed the priority checklist detailing the priorities of the committee. The priorities can be added to throughout the term of the committee to



accommodate new ideas and initiatives but will allow the committee to see everything they are working on each meeting in one centralized form.

7. New Business

7.1. Concert Series at the Old Church on the Hill

Melanie Hunt and Susan Snelling were at the meeting and reviewed the details of the concert series with the committee members. Deputy Mayor Hillyard reminded Melanie and Susan that this recommendation will go to Council during the Regular Council Meeting on Tuesday May 2nd, 2023 for final approval.

Motion By: Nathalie and Jenna

THAT the Township of Billings Parks, Recreation and Wellness Committee hereby approves Report PRW2023-04-04 AND agrees to sponsor the Concert Series at the Old Church AND FURTHER requests pre-budgeted approval from Council to cover the costs associated with cleaning and portable toilets to host the Concert Series at the Old Church on the Hill this spring/summer.

Carried.

7.2. Manitoulin Streams Education Signage Selection

A roundtable discussion and vote by each member, naming their top three signage selections.

Motion By: Jenna and Andrew

THAT the Township of Billings Parks, Recreation and Wellness Committee hereby selects the Animals or Aquatic Life in the Area, Invasive Species and Species at Risk and First Nations (traditional uses in the area and fishing techniques) and directs staff to forward the recommendations to Manitoulin Streams.

Carried.

8. Notice of Motions

8.1. Bike Trail Discussion (Graham Hill Property)

8.2. Stress Reduction Workshop

8.3. Dog Park Track

9. Adjournment

9.1. Motion to Adjourn

Motion By: Andrew and Jenna

THAT the Township of Billings Parks, Recreation and Wellness April 24th, 2023 Committee Meeting adjourns at 7:53 p.m.



Carried.

Signatures on original

Deputy Mayor David Hillyard

Signatures on original

Deputy Clerk Tiana Mills



COUNCIL REPORT

Department: By-law Enforcement

Date: June 6, 2023

Report Number: BE 2023-06-08

File: PPE for By-law Enforcement Officer

Recommendation:

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

Background:

The Occupational Health and Safety Act section 25(2)(h) requires an employer to take all reasonable precautions in the circumstances for the protection of a worker.

Due to recent incidents where local, regional, or provincial law enforcement officers have been ambushed and assaulted or seriously injured or killed by gun fire: and the increase in anti government groups, municipalities are considering outfitting by-law enforcement officers with personal armor and personal body cameras.

While personal body armor is traditionally worn by police officers, law enforcement agents, military personnel and correctional service officers whose jobs require them to assertively confront dangerous or threatening situations, municipalities have had their by-law enforcement personnel wearing personal body since the early 2000's.

The issue of personal body armor and personal body cameras has been discussed and supported at the Island Community Policing Advisory Committee (CPAC) and also discussed and supported by other Island municipalities

Discussion:

The Township of Billings By-Law Enforcement Officer currently wears clothing that is provided by a law enforcement clothing supplier complete with epaulets and a name badge. For identification purposes the By-Law Enforcement Officer presents a badge and a pictured identification card that is signed by the CAO. The Township By-Law Enforcement Officer uses his personal vehicle while performing inspections and other by-law duties.

The Township By-Law Enforcement Officer has encountered belligerent and threatening behaviors while performing duties and has also received threatening emails and telephone calls. The OPP has been contacted for support assistance on 2 occasions.



The recommended PPE would include the following items:

- a) level 3+ or level 4 armored vests.
- b) Personal body camera.

The use of body cameras will help protect By-Law Enforcement as well improve reporting and accountability. The cameras are intended to capture specific interactions with the public and are not intended for full-shift recording.

The Privacy Commissioner of Canada in collaboration with the privacy oversight offices in Ontario and the provinces and territories released a [guidance document](#) for the use of body-worn cameras by law enforcement to identify some of the privacy considerations that should be taken into account when deciding whether to outfit law enforcement with body cameras.

Should Council support body-worn cameras for By-Law Enforcement a policy will be required that outlines the purpose, objective, the use and restrictions of cameras and use and disclosure of the recordings that will subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

The body camera would be worn in plain sight and will have a light that indicates it has been activated. The By-Law Enforcement would be required to inform members of the public as soon as reasonably possible of the use or intended use of the camera and inquire whether these individuals request that the camera be deactivated.

On private property the By- Law Enforcement Officer must receive the fully informed consent of the owner or occupant of a private place or residence before they can activate the camera at the location.

It is also recommended that if supported notice be provided to the public of the introduction of body-worn cameras for By-Law Enforcement.

Financial Impacts:

There will be a cost of approximately \$1,500 - \$1,800 to purchase the body armor and body camera that will be included in the Health and Safety Budget.

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Arthur Moran, By-law Enforcement Officer.

Reviewed By:

Emily Dance CAO/Clerk



COUNCIL REPORT

Department: Building and Planning

Date: June 6, 2023

Report Number: BP-2023-06-04

File: Township of Billings Zoning By-Law Amendment

Recommendation:

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

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

Background:

The Township of Billings updated the Zoning By-Law in October 2022. Now that staff is working with the new By-Law a few items have been brought to our attention that may have been overlooked in the process.

Discussion:

Guest Cabin

A guest cabin or “bunkie” have been permitted in the Township of Billings on both residential and agricultural lots in the past zoning by-law. These guest cabins are used for guest accommodations and do not allow for cooking facilities.

The new Zoning By-Law as written only permits guest cabins (Section 4.1.2) on properties where a dwelling is a permitted as an accessory use, which is agricultural zones only (Section 13).

For properties where guest cabins were constructed under the old zoning are considered Non-Conforming (Section 4.15) which allows the building to be used and allows for the reconstruction, renovation, repair and strengthening to a safe condition.

In consultation with the Chief Building Official, it is understood that this was an oversight and not the intent of the By-Law; therefore, staff is recommending that the Zoning By-Law be amended to allow the erection of guest cabins on residential properties to continue.

Floor Area

In the past, most Zoning By-Laws included minimum floor sizes per dwelling unit; however, many municipalities are removing them from their Zoning By-Laws as the Ontario Building Code (OBC) includes minimums floor areas for dwellings.

As a result, the reference to minimum floor area was omitted in its entirety. The concern that has arose is that the Township of Billings permits seasonal dwellings which minimum floor areas



are not included in the OBC. In order to maintain consistency with all types of dwelling units in, staff is recommending that a minimum floor area per dwelling unit in all zones be minimum size of 17.5 sq.m (188 sq/ft). This will allow more flexibility when converting from a seasonal to a permanent dwelling and ensure that dwellings meet the OBC standard.

Regulation	Current Zoning 2022-57	Past Zoning	Proposed Amendment
Guest Cabin	A guest cabin for human habitation is not permitted except where a dwelling is a permitted accessory use.	The use of any accessory building or structure other than a Guest Cabin for human habitation is not permitted except where a dwelling is a permitted accessory use.	A guest cabin for human habitation is not permitted except where a dwelling is a permitted use
Guest Cabin Definition	A guest cabin shall mean a dwelling unit for guest accommodation accessory to a seasonal dwelling and which contains no provisions for cooking	A guest cabin shall mean a dwelling unit for guest accommodation accessory to a seasonal dwelling and which contains no provisions for cooking.	A guest cabin (bunkie) shall mean a dwelling unit for guest accommodation accessory to a dwelling and which contains no provisions for cooking.
General Provisions	Accessory buildings shall not be used for human habitation except where a dwelling is a permitted accessory use	The use of any accessory building or structure other than a Guest Cabin for human habitation is not permitted except where a dwelling is a permitted accessory use.	Accessory buildings shall not be used for human habitation except where a dwelling or guest cabin is a permitted accessory use
Floor Area	No reference included	Agriculture, Rural Residential, Rural, Hamlet, Hamlet Residential 1 storey 44 sq/m (473 sq/ft) 1 ½ storey 60 sq/m (645 sq/ft) 2 Storey 100 sq/m (1076 sq/ft)	Minimum floor area per dwelling unit shall be 17.5 sq.m (188 sq/ft) in all zones

Under the *Planning Act*, municipalities have the same requirements as an individual to amend the zoning By-Law including providing notice, circulation, and public meeting. Should Council



support amending the zoning By-Law the public meeting for the amendment would be scheduled at the earliest July 4, 2023. This will allow property owners wishing to construct a guest cabin this year.

Financial Impacts:

Expenses will be incurred for notice in the papers and staff time to prepare the application.

Alignment to the Strategic Plan

There is no alignment to the Strategic Plan

Alignment to the CEEP

There is no alignment to the CEEP

Respectfully Submitted By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Chief Administrative Officer

Date: June 6 2023

Report Number: CAO-2023-06-12

File: Appointment Statutory Officials

Recommendation:

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

Background:

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

The Act further provides that municipalities shall appoint Statutory Officials including a Treasurer and Clerk as well provides that a municipality may appoint deputy clerks who have all the powers and duties of the Clerk.

The Municipal Freedom of Information and Protection of Privacy Act provides that the municipality may by by-law designate from among a head of the municipality for the purposes of the Act.

Under the Fire Protection and Prevention Act municipality shall also appoint a fire chief.

Appointment of the Road Superintendent provides that they carry out duties imposed pursuant to the Public Transportation and Highway Improvement Act.

The Emergency Management and Civil Protection Act, provides that every municipality shall designate an employee of the municipality as its emergency information officer.

Discussion:

Upon review of current By-Laws, it was noted that some statutory and officer appointments were made by resolution and not by By-Law. It is best practice to pass all officer and employee appointments by By-Law. There are some instances where a copy of the appointment By-Law is required by provincial government ministries to confirm signing authority.



The proposed By-Laws do not impact current employment agreements, change the current staff complement nor roles and responsibilities. The intent is to have clear appointment By-Laws for all staff to meet current regulations and best practices.

Staff is recommending the following By-Laws come forward

- Appointment of Treasurer
- Appointment of Deputy Clerk
- Designate CAO/Clerk Head for the purpose of Municipal Freedom of Information and Protection of Privacy Act
- Appoint Road Superintendent
- Appoint Public Works Operator(s)
- Appoint Fire Chief
- Appoint Volunteer Firefighters (combined)
- Appoint Municipal Project Manager
- Appoint Marina Manager
- Appoint Museum Curator

Financial Impacts:

There are no financial impacts related to this report.

Alignment to Strategic Plan:

Priority #20: Address organizational human resource and workload concerns.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Chief Administrative Officer

Date: June 6 2023

Report Number: CAO-2023-06-13

File: AMO delegation

Recommendation:

THAT the Township of Billings Council hereby approves Report CAO-2023-06-13 AND directs staff to request a delegation(s) with the Ministry of _____ for _____.

Background:

From August 20 to 23, 2023 municipalities across Ontario will have the opportunity to meet with provincial ministers and parliamentary assistants at the Association of Municipalities of Ontario's 2023 AMO Conference in London.

The conference provides an opportunity for attendees to discuss specific challenges and lobby for resources and funding specific to their community. Confirmed attending this year's conference from the Township of Billings are Mayor Barker and Councillor Cahill.

Discussion:

Staff is providing the following options for Council consideration.

- Minister of Infrastructure – Infrastructure Funding - Maintaining public infrastructure including road maintenance and bridge replacement is becoming difficult with the costs of construction and limited funding opportunities. Request the provincial government to commit to significant increases in the Ontario Community Infrastructure Fund (OCIF) allocations to municipalities and commit to a long-term funding formula that would allow municipalities to align funding with their long-term financial plans and asset management plans as well as other grant opportunities that include capital infrastructure.
- Ministry of Energy Northern Development and Mines - Climate Change Action The Township of Billings adopted a Community Energy and Emissions Plan (CEEP) with a strategy to integrate climate risk considerations to ensure that energy and emissions targets are fully integrated into all processes - both operational and planning. Request financial and administrative support from the province to implement changes needed.
- Ministry of the Environment, Conservation and Parks – Kagawong Landfill Expansion Application. The Township of Billings applied under section 20.2 of Part II.1 of the Environment Protection Act for approval for landfill expansion. In 2022 the Township received correspondence from the Ministry that since they did not receive comments from the Regional Technical Support Section of the Ministry on the proposed expansion



(over 1 year wait) they were forced to administratively close the application. The technical review team is backlogged which is impacting our ability to complete the application. Request to the Ministry to ensure applications are reviewed in an appropriate time frame.

- Ministry of Municipal Affairs and Housing – Municipal Modernization Funding Request additional modernization fund intake be available to small municipalities. The funding was instrumental in allowing small municipalities with opportunities to modernize and enhance the services provided to their residents. This funding should continue to allow municipalities to continue to implement modern solutions typically only afforded to larger municipalities.

Council can request multiple delegations; and also invite members of Council from other Island municipalities to collaborate on shared challenges.

Financial Impacts:

There are no financial impacts related to this report.

Alignment to Strategic Plan:

1. Continue to develop and implement long-term roads maintenance and improvement.
2. Continue to pursue rational, cost-effective, and efficient use of municipal property, buildings, and facilities, to maximize the availability of public space, in the context of the results of the structural condition assessment report.
5. Continue to improve municipal waste site efficiency including waste diversion and recycling.
16. Use the results of the energy planning initiative, and appropriate funding, to measure and implement GHG emissions reduction.

Alignment to the CEEP:

2.1 APPLYING A GUIDING FRAMEWORK FOR CLIMATE CHANGE ACTION

The Township of Billings is committed to a community-based, inclusive planning approach for climate action that considers climate risk and impacts.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Clerk

Date: June 6th, 2023

Report Number: CLK-2023-06-18

File: Municipal Property Assessment Corporation (MPAC) Data Sharing and Services Agreement

Attachment: DSSA Fact Sheet, FAQs, Data Sharing and Services Agreement

Recommendation:

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

Background:

Municipal Property Assessment Corporation has developed a new Data Sharing and Services Agreement (DSSA).

The DSSA consolidates and replaces several dated agreements into a single document that modernizes the MPAC-municipal data sharing relationship and provides greater clarity concerning:

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

The DSSA is also a flexible framework that can accommodate future data products and services and was developed in consultation with a municipal working group.

Discussion:

The DSSA is a required agreement for all municipalities. The Township relies heavily on the services of MPAC and recommends entering into the agreement. The deadline for signing the DSSA is December 23, 2023. It will come into effect on January 1, 2024, and will be in place for four years, and will auto-renew each year thereafter.

Financial Impacts:

There are no financial impacts related to this report.

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Reviewed By:

Emily Dance, CAO/Clerk



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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.



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

1. Overview

This Agreement includes the following sections:

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

2. Appendices

The following appendices are incorporated into this Agreement:

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

3. Service Level Agreement

3.1. Purpose

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

3.2. MPAC Service Levels

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

3.3. Municipality Documents and Dependencies

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

The Dependencies include:

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

3.3.1. Building Permits and Building Plans

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

3.3.2. Severances and Consolidations

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

3.3.3. Tax Applications and Vacancy Rebates

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

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

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

3.4. Delivery and Reporting

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

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

3.5. Relationship Meetings

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

3.6. MPAC Failure to Achieve a Service Level

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

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

3.7. Municipality Failure to Meet Dependencies

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

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

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

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

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

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

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

3.9. Changes to Service Levels and Dependencies

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

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

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

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

3.10. Service Level Agreement Limitation of Liability

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

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

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

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

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

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

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

4.2. Access to Municipality Documents by MPAC Consultants

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

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

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

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

5.2. Delivery

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

5.3. Internal Planning Purposes

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

5.4. Internal Operational Purposes

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

5.5. Access to MPAC Data Products by Consultants

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

5.6. External Distribution

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

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

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

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

5.7. Municipality Requests for Custom Products

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

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

5.8. Access to MPAC Data Products by Other Third Parties

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

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

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

5.9. Changes to MPAC Data Products

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

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

6. Data Terms and Conditions of Use

6.1. Application

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

6.2. Licence Grants

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

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

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

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

6.3. Restrictions

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

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

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

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

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

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

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

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

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

6.4. Ownership of Licensed Data

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

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

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

6.5. Disclaimers

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

6.6. Indemnity and Limitation of Liability

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

6.7. No Unauthorized Disclosure of Licensed Data

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

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

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

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

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

6.9. Records and Audit

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

6.10. Term and Termination

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

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

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

6.11. Destruction and Post Termination Obligations

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

7. General

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

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

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

“MUNICIPALITY”

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Signed: _____

Signed: Carmelo Lipsi

Name: _____

Name: Carmelo Lipsi

Title: _____

Title: Vice-President and COO

Date: _____

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

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

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

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

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

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

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

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

Appendix 2 - Service Level Agreement Exhibits

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

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

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

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

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

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

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

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

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

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



COUNCIL REPORT

Department: Clerk

Date: June 6 2023

Report Number: CLK-2023-06-19

File: Voter List Management Services Agreement

Attachment: Voter List Management Services Agreement

Recommendation:

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

Background:

DataFix's VoterView is Canada's most widely used elector management system. VoterView is an Internet-based Application designed to provide elections officials with an electronic view of their electoral information including the ability to make corrections to the voters list and to access various voter counts needed for electoral planning as well as the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event. VoterView was launched in 2002, and has been instrumental in providing election support for over 300 municipalities in six provinces. VoterView simplifies the management of elector data during the election cycle by delivering simple yet powerful functionality.

Discussion:

The proposed agreement will be effective from the agreement signing date through to December 31 2026. By entering into the agreement allows the Township to keep the voters list up to date should a by-election be called up to and including the 2026 general election. The Township of Billings has utilized DataFix's VoterView for their elector list management services for the last two elections and recommend continuing with this service.

Financial Impacts:

Elector List Management has a cost of \$3,300 + HST (payable in 4 installments of \$825 each + HST).

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Reviewed By:

Emily Dance, CAO/Clerk

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the (11th day of May 2023) (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, ON M5J 1T1

(hereinafter called “DataFix”)

AND:

TOWNSHIP OF BILLINGS
15 Old Mill Road, PO Box 34, Kagawong, ON POP 1J0

(hereinafter called “Client”)

RECITALS:

- A. The Client requires an Election Management System (“EMS”) to conduct its municipal election, and desires to engage DataFix to provide the EMS.
- B. DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“VoterView”).
- C. The System Requirements and Compatibility of VoterView are described below:
 - i. web-based;
 - ii. support the management of Data throughout the election cycle from receipt of Data to the end of the election;
 - iii. GUI;
 - iv. role-based for the purposes of user permission architecture;
 - v. user-friendly and intuitive;
 - vi. passwords are one-way encrypted;
 - vii. web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
 - viii. optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

D. This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule “C”.

E. DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- a) **“2026 Event Year”** means the 2026 general elections of municipalities in the Province of Ontario;
- b) **“Additional Services”** means the Services not included in the contract price, and where additional fees are applicable;
- c) **“Application”** means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;
- d) **“Business Day”** means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;
- e) **“Change Order Request”** means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable;
- f) **“Client Users”** means designated persons within the Client’s organization who Client has authorized to use the Application;
- g) **“Confidential Information”** means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship, and shall include without limitation the following:
 - i) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;

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- ii) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
 - iii) Any information that would be included within the definition of personal information as set out in the FIPPA, or similar legislation; and
 - iv) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- v) information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- vi) information which was previously in DataFix's possession and did not originate from the Client;
- vii) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;
- h) **"Contract Price"** means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;
- i) **"Critical Election Period"** includes advance voting dates together with the Election Day;
- j) **"Customization"** means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;
- k) **"Data"** shall include all information in VoterView including but not limited to:
 - i) a list of names and addresses of eligible voters for an Election or By-Election and provided by the provincial authority to carry out a municipal election; and
 - ii) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward and polls information, and location;

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- l) **“Effective Date”** means the date written above;
- m) **“Election Day”** means the corresponding day for elections for municipal government which are held every four years on the 4th Monday of October. For clarity, the next election is scheduled for 26/10/2026;
- n) **“eVoting Third Party Integration Fee”** means any customized services required by the Client to support eVoting through an eVoting Service Provider;
- o) **“Intellectual Property Rights”** means any and all proprietary rights provided under:
- i) patent law;
 - ii) copyright law (including moral rights);
 - iii) trade-mark law;
 - iv) design patent or industrial design law;
 - v) semi-conductor chip or mask work or integrated circuit topography law; or
 - vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,
that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.
- p) **“Parties”** means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;
- q) **“Personal Information”** means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

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- r) **“Services”** means all the Services to be provided by DataFix to the Client under this Agreement and includes privacy and security requirements in relation to the provision of such services;
 - s) **“Term”** has the meaning ascribed under section 12.1;
 - t) **“Third Party Print File Preparation Fee”** means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;
 - u) **“Training”** means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;
 - v) **“Training – Customized and In Person”** means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;
 - w) **“Update”** means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;
 - x) **“VoterView”** has the meaning ascribed to it in Recital B on page 1 of this Agreement;
 - y) **“Voting Period”** means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Freedom of Information and Protection of Privacy Act (Ontario), and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.

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- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix's payments from Client being received in accordance with Section 14.0 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement) license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.
- 3.2 The Client's Administrator is fully responsible for:
- a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;
 - c) deleting users;
 - d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and
 - f) keeping all information in User Management current to ensure authorized Users receive email communication.
- 3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide the Client with notice thereof that is no less than the notice it provides thereof to its other customers.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.
- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.
- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information

(a “Security Incident”), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.

- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the “Disclosing Party”) to its affiliates, and to its and its affiliates’ directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, “Representatives”) as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.
- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable

efforts to obtain reliable assurance, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. The Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.
- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.

7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.

7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:

- a) single point of entry;
- b) main access monitored with additional access for emergency purposes only;
- c) access validation with identity check;
- d) access only to persons on DataFix approved access list;
- e) log-in validation;
- f) creation of accounts only as verified by DataFix;

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- g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

8.0 WARRANTIES

8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
- b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
- c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
- d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.
- 9.2 *The Client Retains Control over the Data:* The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.
- 9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

- 10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities and the Online Training Platform;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed.

10.2 **Customized Onsite Training:** DataFix can provide customized on-site training at a rate of \$2,500 per day plus applicable taxes.

10.3 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.

- a) E-Mail Support shall comprise of e-mail access and response:
 - E-Mail link to DataFix support team at support@voterview.ca
- b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
- c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (eastern time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
- d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.
- e) DataFix will provide advice and support prior to the advance voting period, with a guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule A attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule B.

11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.

11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.

11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2026. The term of this agreement can be extended upon mutual agreement of both parties; for greater clarity, the Fees are always subject to price review/increase agreeable between DataFix and Client.
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2027, DataFix, will provide the Client with the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.
- 12.3 During the first quarter of 2027, the Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted. For clarity, the Client must respond to the early renewal offer by no later than the end of March. In the absence of a response, access to VoterView will be turned off and the data will be deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.
- 13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **CAD\$3,300**, plus applicable taxes (collectively, the "**Contract Price**"), such Contract Price to be subject to Inflation Adjustment as detailed in Section 14.6.
- 14.2 The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of

VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to Section 11.0.

14.3 The Contract Price includes the following:

(a) **General Election Fee** - The parties agree that the Contract Price for the General Election is the only payment required at this time. The Contract Price will include the following:

- Elector List Management **\$3,300**

(b) **By-Election Fee** Should the Client require a by-election; the Client will pay DataFix a By-Election Support fee, and applicable taxes. By-Election Support Fees (plus applicable taxes) are on a case-by-case basis, with a fee quotation provided at the time of the request for By-Election services.

(c) Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.4 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.

b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and **DataFix will send an invoice to the Client per the payment schedule below:**

- (i) Payment 1 – \$825 within 20 days of receipt of a signed Agreement
- (ii) Payment 2 – \$825 in January 2024
- (iii) Payment 3 – \$825 in January 2025
- (iv) Payment 4 – \$825 in January 2026

14.5 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

14.6 INFLATION ADJUSTMENT

To address the pressures of inflation that could arise leading up to the 2026 Event Year, the Parties acknowledge and agree to the application of a surcharge, plus applicable taxes, to each and every invoice for any events leading up to the 2026 Event Year which surcharge will be a percentage number that is based on the sum of the annual CPI percent increases (as published by Statistics Canada) over the years leading up to the 2026 Event Year to the date of the invoice in question.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.
- 15.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.
- 15.3 Except for any wilful misconduct or gross negligence by one Party, the other Party's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the Agreement.
- 15.4 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract,

negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

15.5 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

16.1 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

16.2 The Client may terminate this Agreement immediately if DataFix:

- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- b) makes or purports to make a general assignment for the benefit of creditors;
- c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

16.3 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 NOTICES

17.1 Any notice or other communication required or permitted to be given by any Party to any other Party shall be in writing and shall be delivered personally or by courier addressed to the Party to which it is to be given as follows:

a) if to the Client:

15 Old Mill Road, PO Box 34, Kagawong, ON POP 1J0
Attention: Emily Dance
Email: edance@billingstwp.ca

b) if to DataFix:

40 University Avenue, Suite 1010
Toronto ON M5J 1T1
Attention: Geoff Day
Email: gday@datafix.com
Copy: hharvey@datafix.com

Every such communication personally delivered or couriered shall be deemed to have been given to and received by the addressee on the date of delivery or where such date is not a Business Day, on the next Business Day following the delivery. Every Party may change its filing or delivery address by giving to the other Parties written notice to that effect.

18.0 GENERAL

18.1 **Governing Law.** The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

18.2 **Independent Contractors.** The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.

18.3 **Excusable Delay.** A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the

Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

- 18.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 18.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 18.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 18.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

-
- 18.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 18.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.
- 18.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.
- 18.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[the remainder of this page left intentionally blank; the next page is the Signature Page.]

COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":

By: _____
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

TOWNSHIP OF BILLINGS:

By: Bryan Barker
Signature

Emily Dance
Print Name

Mayor

Clerk/CAO
Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
11. New or modified API calls (OVS)
12. Dashboard Simulations
13. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

CR Number: _____

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
- e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- f) During the Critical Election Period, DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm eastern time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Scheduled Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside Business Hours.

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2. Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.



COUNCIL REPORT

Department: Clerk

Date: June 6 2023

Report Number: CLK-2023-06-20

File: Northern Communications Services Inc- "Northern 911"

Attachment: Master Services Agreement Northern 911

Recommendation:

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

Background:

For the past 21 years Northern911 has provided the Township of Billings with Enhanced 9-1-1 (E911) services to its residents. When a resident calls 911, Northern911 forwards the call to the appropriate service: Police, Fire or Ambulance.

Bell Canada is transitioning to Next Generation 9-11 (Township of Billings agreement with Bell By-Law No. 2023-03 January 17, 2023) and in order to transition to this upgrade, Northern 911 will be investing in their own infrastructure.

Discussion:

In correspondence to the Township, Northern 911 has requested entering into a new agreement. The agreement is for 3 years commencing on June 1, 2023. The agreement requires insurance coverage of \$5,000,000.

Continuing the service with Northern 911 is essential in maintaining the emergency services for our residents. By staying ahead of the next generation 911 services will allow for a seamless transition and provide state of the art operations 24/7/365 for our residents and visitors.

Financial Impacts:

Northern 911 determined that it was not feasible to offer 911 service to municipalities for less than \$200 per month and have had that as a minimum monthly rate for years now. However, the minimum rate has not applied to the Township of Billings. Our current rate is \$31.74 per month. Northern 911 understands that the increase to \$200 per month is substantial; therefore, are proposing to apply this increase with offsetting credits gradually:

1. \$80 per month for first 4 months



-
2. \$120 per month following for next 4 months
 3. \$160 per month following for the next 4 months
 4. After 12 months billing ongoing rate of \$200.00 per month

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk

Northern911

230 Alder Street
Sudbury, Ontario
P3C 4J2



SOW 001 for Agreement to Perform Primary PSAP Services to The Township of Billings

Date	Services Performed By:	Services Performed For:
June 1, 2023	Northern911 230 Alder Street Sudbury, Ontario P3C 4J2	The Township of Billings P.O. Box 34, 15 Old Mill Road Kagawong, Ontario POP 1J0

This Statement of Work (SOW) is issued pursuant to the Master Service Agreement (“Agreement”) between The Township of Billings (“Client”) and Northern911 (“Provider”), effective June 1, 2023. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Master Service Agreement shall govern and prevail unless it is clearly and specifically stated that a specific item in the SOW supersedes a specific item in the agreement.

This SOW # 001 (“SOW”), effective as of June 1, 2023, is entered into by and between Provider and Client, and is subject to the terms and conditions specified below. The Schedule(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Schedule(s) hereto, the terms of the body of this SOW shall prevail unless it is clearly and specifically stated in that a specific item in the Schedules supersedes a specific item in the SOW.

Table of Contents

1.	Preamble.....	3
1.1.	Term.....	3
1.2.	Change Management.....	3
2.	Overview of Services.....	3
2.1.	High Level Overview.....	3
2.2.	Specifications.....	3
2.3.	Assumptions.....	3
2.4.	Exclusions.....	4
3.	Obligations of the Provider.....	4
4.	Obligations of the Client.....	5
5.	Standard Operating Procedures.....	5
6.	Non-Standard Call Handling Procedures.....	5
7.	Maintenance Window for Client and Provider.....	6
8.	Fee and Implementation Schedule.....	6
8.1.	Implementation.....	6
8.2.	Recurring Fees.....	6
9.	Acknowledgement.....	8
	Schedule "A" - DEFINITIONS.....	9

1. Preamble

1.1. Term

- 1.1.1. The term of this SOW (the “Term”) shall commence on the Effective Date of the SOW and shall expire coinciding with the expiry of the Master Service Agreement. The term shall automatically be renewed as per the Renewal Term of the Agreement.

1.2. Change Management

- 1.2.1. Either Party may, at any time during the progress of the Services, request additions, deletions or alterations (all hereinafter referred to as a “Change”) to the Services in writing. The requesting Party will submit a change management form or other approved method to the other Party which may include any changes in pricing or in the delivery of the Services necessitated by the Change. No such Change shall be implemented unless it is authorized by both parties.

2. Overview of Services

2.1. High Level Overview

- 2.1.1. In accordance with the terms and conditions herein contained, the Provider and the Client agree that the Provider will provide Primary PSAP Services (hereinafter the “Services”) for and on behalf of the Client.

2.2. Specifications

- 2.2.1. The population of the Client 9-1-1 Serving Area is 753 as obtained from the 2021 Census of Population published by Statistics Canada.
- 2.2.2. 9-1-1 calls with associated ANI/ALI information are routed via the 9-1-1 Network Provider to the Provider based on the ESN.
- 2.2.3. The Client 9-1-1 Serving Area is for calls arriving from The Township of Billings for the following municipal codes: BIL
- 2.2.4. The Primary PSAP transfers to the appropriate agency to dispatch the emergency response.
- 2.2.5. Inbound calls are routed to the Provider as assigned by the ESN for the respective ESZ in the MSAG.
- 2.2.6. All calls are answered in English or French.

2.3. Assumptions

- 2.3.1. Caller is located in the Client ESZ.
- 2.3.2. The number of calls received for the 9-1-1 Serving Area is estimated to be 0.27/resident/year.

2.3.3. The average duration of calls shall not exceed 30 seconds.

2.4. Exclusions

2.4.1. Provision of Services during an outage of the 9-1-1 network as provided by the 9-1-1 Network Provider.

2.4.2. Transfer of calls to other jurisdictions or for locations outside of Canada.

2.4.3. Additional training for the Provider's agents beyond the scope of work listed herein.

3. Obligations of the Provider

- 3.1. Manage and operate the Emergency Response Centre including all necessary equipment and personnel. In the event of any interruption in the Services, Provider will make commercially reasonable efforts to provide to the Client reasonable advance notification (via phone, or email) of such interruption.
- 3.2. Provide, in its operation of the Emergency Response Center, terminal equipment that permits the utilization of ALI, ANI, Selective Routing and Transfer features.
- 3.3. Operate the Emergency Response Centre, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.
- 3.4. Provide, during its operation of the Emergency Response Center, TTY services for the hearing and voice impaired.
- 3.5. Use its best efforts to provide, whenever reasonably possible, and in response to a particular 9-1-1 type call, the services of a third party for the purpose of providing a multi-language interpretation service. However, Provider does not warrant or represent that this multi-language service will always be available or capable of interpreting any particular language and Provider in no way accepts any liability for the acts or omissions of such a third-party nor for its unsuccessful attempt to provide interpretation in any particular instances. If Provider incurs more than \$25.00 in any one month for this service the Client shall pay such additional costs at a rate of cost plus 10%.
- 3.6. Retain voice records of all 9-1-1 calls recorded and an electronic copy of all the 9-1-1 Network Provider's E911 ANI/ALI data for a minimum of one (1) year. Provider is prepared to provide authorized personnel, certified copies of audio recordings and/or copies of call detail data, as it directly pertains to the Client's 9-1-1 account for the purposes of civil litigation and/or criminal proceedings. When provided, Provider will retain the original recordings or records until such proceedings are complete. Records older than one (1) year may be requested and be subject to an archive retrieval fee.
- 3.7. Answer all 9-1-1 calls directed to the Emergency Response Centre from callers in the 9-1-1 Serving Area and transfer all 9-1-1 calls according to standard operating procedures, and where applicable, the associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as routed by the 9-1-1 Network Provider or as deemed appropriate by PSAP personnel.
- 3.8. Maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency.

- 3.9. Provide a back-up location to which 9-1-1 calls will be directed in the event that the primary location is unable to accept the calls for any reason.

4. Obligations of the Client

- 4.1. Have an agreement in place with the 9-1-1 Network Provider for the provision of Next Generation 9-1-1 Services.
- 4.2. Provide to the 9-1-1 Network Provider and the Provider, in written form, all geographical information including the street names, addresses and borders of each ESZ within the 9-1-1 Serving Area.
- 4.3. Advise the 9-1-1 Network Provider of all changes that may occur in any such geographical information during the term of this Agreement and provide updated information in a format consistent with 9-1-1 Network Provider's requirements.
- 4.4. Designate Remote Agencies and coordinate the participation of all such Remote Agencies, within the 9-1-1 Serving Area.
- 4.5. Designate a back up Remote Agency, for each and every Remote Agency in each and every ESZ within the 9-1-1 Serving Area, to which the Primary PSAP will route and transfer a 9-1-1 call, which is not answered by the primary Remote Agency.
- 4.6. Warrant and represent that each Remote Agency, within the 9-1-1 Serving Area, and each back-up/Remote Agency shall operate twenty-four (24) Hours a day, seven (7) days a week, and will answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 4.7. Client has committed to supporting Provider formal change and release management process intended to mitigate risk of adversely impacting Service delivery.
- 4.8. Under no circumstances discriminate or verbally abuse in any way against the Provider's personnel at any time. If events such as these arise, the Provider shall, at its absolute discretion, have the right to terminate the Agreement with immediate effect.

5. Standard Operating Procedures

- 5.1. The Services shall adhere to Provider's standard operating procedures unless a criterion is met in Section 6.
- 5.2. The Parties will use reasonable efforts to notify the other Party ten (10) Business days in advance of any changes requested to the Provider's standard operating procedures for Client.

6. Non-Standard Call Handling Procedures

- 6.1. The Provider may elect to temporarily alter the Provider standard operating procedures as a result of circumstances influenced by many variables.
- 6.2. Using best reasonable efforts, the Provider will notify the Client of any temporary changes to Provider standard operating procedures within a timely manner.

7. Maintenance Window for Client and Provider

- 7.1. Any potentially service impacting maintenance is to be scheduled five (5) business days in advance and occur between Tuesday to Thursday from 12:01 AM through 6:00 AM Eastern Standard Time.
- 7.2. The Party requiring service impacting maintenance outside the maintenance window will use reasonable efforts to notify the other Party ten (10) Business days in advance of any scheduled maintenance activities that fall outside of the Maintenance Window. Such activities include but are not limited to hardware or software upgrades.
- 7.3. Emergency Maintenance:
 - 7.3.1. The Parties may need to perform emergency maintenance with minimal notice.
 - 7.3.2. Using best reasonable efforts, the Party requiring emergency maintenance will notify the other Party within a timely manner.
- 7.4. Any Party requiring scheduled maintenance that is non-service impacting in scope of the Services will use reasonable efforts to notify the other Party three (3) business days in advance.

8. Fee and Implementation Schedule

- 8.1. Implementation
 - 8.1.1. The Provider shall bear no responsibility for failing to provide set-up deliverables on a timely basis to the extent that such failure is due to the Client's or 9-1-1 Network Provider's failure or delay in providing deliverables or otherwise meeting its obligations under the Agreement or Statement of Work.
- 8.2. Recurring Fees
 - 8.2.1. The minimum monthly rate for Primary PSAP Services is \$200.00.
 - 8.2.2. Due to Client's low population, the following transitional and ongoing discounts shall be applied.
 - 8.2.2.1. The first four (4) months of billing, a 60% discount will be applied, thus reducing the monthly rate to \$80.00.
 - 8.2.2.2. The following four (4) months of billing, a 40% discount will be applied, thus reducing the monthly rate to \$120.00.
 - 8.2.2.3. The following four (4) months of billing, a 20% discount will be applied, thus reducing the monthly rate to \$160.00.
 - 8.2.2.4 After 12 months of billing the ongoing rate will be \$200.00
 - 8.2.3. A monthly Telco (line) fee of \$5.95 will also be charged. This is to cover some of the telephone costs associated with handling Client's account. This fee may change on a yearly basis.

- 8.2.4. All invoices are emailed to the Client; however, should the Client require a paper invoice, a fee of \$4.95 per month will apply.
- 8.2.5. It is agreed that the population number for the area served will be revisited at the end of each twelve (12) month period and adjustments to that number may be made at that time. Pricing may be adjusted at the Provider's discretion as a result of any population change.
- 8.2.6. Should during the course of the agreement the assumptions and exclusions not hold true, the Provider reserves the right to modify pricing.
- 8.2.7. All rates are in Canadian Dollars plus applicable taxes.

9. Acknowledgement

The Parties hereto have signed this SOW intending to be legally bound hereby as of the Effective Date.

Date: 2023-05-23

Date: 2023-05-23

The Township of Billings

**Northern Communication Services Inc.
Operating as "Northern911"**

E. Dance

Mike Shantz

Signature of Signing Authority

Signature of Signing Authority

Emily Dance

Mike Shantz

Printed Name

Printed Name

CAO/Clerk

President

Printed Title

Printed Title

By initialing here, I confirm that I have read and understand all pages in this document.

E.D.

S.P.

Initials of Signing Authority

Initials of Signing Authority

Schedule "A" - DEFINITIONS

For the purposes of this Statement of Work, the following terms have the meanings ascribed below. Other terms defined elsewhere in this Statement of Work shall have the meanings assigned to such terms in this Agreement.

"9-1-1 Network Provider" otherwise known as a CLEC (Competitive Local Exchange Carrier) means a local voice service carrier that establishes local network interconnection with ILECs (Incumbent Local Exchange Carriers) and/or other local exchange carriers to enable local exchange telecommunications services.

"9-1-1 Serving Area" means the geographic area, as determined by a given Organization, from which 9-1-1 calls will be directed to a particular PSAP.

"ALI" means Automatic Location Identification, a database feature that displays, to the PSAP and Remote Agencies, address/location data with respect to a telephone line from which the 9-1-1 call originates.

"ANI" means Automatic Number Identification, a database feature that displays to the PSAP and Remote Agencies, the telephone number of the primary exchange service that originates the 9-1-1 call.

"Business Day" means any day excluding Saturday, Sunday and any day that is a legal holiday under the laws of Canada.

"Emergency Response Centre" mean the area(s) where the Emergency Response Specialists handle the calls/contacts.

"ESN" means the Emergency Servicing Number which is a number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and Transfer, if required, to the appropriate PSAP and the dispatching of the proper Remote Agency.

"ESZ" means Emergency Service Zone, the geographic area served by a fire, police or ambulance service.

"MSAG" means Master Street Address Guide which is the database that contains street names, addresses, routing codes and other data required for the management of Selecting Routing and Transfer, ALI, and ANI.

"Primary PSAP" means a PSAP to which 9-1-1 calls are routed directly as the first point of contact for all 9-1-1 calls. The Provider is the Primary PSAP.

"PSAP" means Service Answer Point, a call centre responsible for answering calls to 9-1-1 for police, firefighting, and ambulance services.

"Remote Agency" means a communication centre to which emergency calls are transferred from the PSAP, and which will be the Police, Fire or Ambulance agency, within each ESZ, responsible for dispatching emergency personnel.

"Secondary PSAP" means a PSAP to which 9-1-1 calls are transferred from a primary PSAP and which is directly interconnected to a 9-1-1 network allowing for the receipt and display of 9-1-1 call data.

"Selective Routing and Transfer" means a feature that automatically routes 9-1-1 calls to the appropriate PSAP or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 call originates.

"TTY" means a special device that lets people who are deaf, hard of hearing, or speech-impaired use the telephone to communicate, by allowing them to type text messages.

Signature Certificate

Reference number: TLF6N-LHVBYSUV5R-RFHXQ

Signer

Timestamp

Signature

Emily Dance

Email: edance@billingstwp.ca

Sent: 16 May 2023 20:21:42 UTC
Viewed: 23 May 2023 13:45:53 UTC
Signed: 23 May 2023 13:46:49 UTC



Recipient Verification:

✓ Email verified 23 May 2023 13:45:53 UTC

IP address: 209.91.177.106
Location: Greater Sudbury, Canada

Mike Shantz

Email: mshantz@northern911.com

Sent: 16 May 2023 20:21:42 UTC
Viewed: 24 May 2023 03:36:15 UTC
Signed: 24 May 2023 03:36:54 UTC



Recipient Verification:

✓ Email verified 24 May 2023 03:36:15 UTC

IP address: 162.252.112.104
Location: Greater Sudbury, Canada

Document completed by all parties on:

24 May 2023 03:36:54 UTC

Page 1 of 1



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CANADA POST
 46 MEREDITH ST
 GORE BAY, ON P0P 1H0
 CANADAPOST.CA

POSTES CANADA
 46 MEREDITH ST
 GORE BAY, ON P0P 1H0
 POSTESCANADA.CA

May 15, 2023

Mayor Bryan Barker
 15 Old Mill Road
 Box 34
 Kagawong, ON
 P0P 1J0

Re: Adjustment to weekday business hours at the Kagawong post office

Dear Mayor Barker,

Canada Post is proud to deliver to every Canadian address and serve Canadians through its vast network of post offices. Our goal is to serve the people in your community when they use the post office the most. To do so, we regularly review our services to ensure they align with community use.

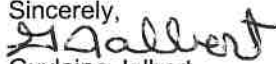
A review has determined that the Kagawong postmaster's schedule hours do not align with the Canada Labour Code requirements. We are therefore shifting our business hours to align with the requirements. Note that we are not proposing to reduce our business hours in any way. We are only changing the times when this post office will open and close for business.

Discussions with the local representative of our employees' association, the Canadian Postmasters and Assistants Association have been held and as a result, our new business hours at this post office will be the following as of Monday June 19th, 2023:

Monday	10:00-12:30	13:00-16:00
Tuesday	10:00-12:30	13:00-16:00
Wednesday	10:00-12:30	13:00-15:30
Thursday	10:00-12:30	13:00-16:00
Friday	10:00-12:30	13:00-16:00
Saturday	Closed	
Sunday	Closed	

A notice is being sent to all customers of the Kagawong Post Office. Postal box customers will continue to have full access to their postal box 24 hours a day, 7 days a week. Customers can also purchase stamps, pay for and print shipping labels and access other postal services online at canadapost.ca. We continue to be committed to providing postal services in communities across the country.

Please do not hesitate to contact me at the above address or at 705-929-9451 if you require further information or assistance.

Sincerely,

 Guylaine Jalbert
 Local Area Superintendent
 46 Meredith St.
 Gore Bay, ON P0P 1H0
 guylaine.jalbert@canadapost.ca

**MANITOULIN-SUDBURY
DISTRICT SERVICES BOARD**

Financial Statements

Year Ended December 31, 2022

MANAGEMENT'S RESPONSIBILITY FOR THE CONSOLIDATED FINANCIAL STATEMENTS

The accompanying financial statements of Manitoulin-Sudbury District Services Board ("Board") are the responsibility of the Board's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of the significant accounting policies are described in Note 2 to these financial statements. The preparation of the financial statements necessarily involves the use of estimates based on management's judgement, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

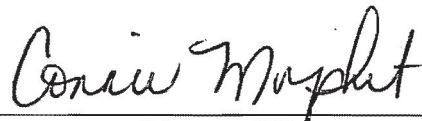
The Board's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements and reliable financial information is available on a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board members meets with management and the external auditors to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The financial statements have been audited by Freelandt Caldwell Reilly LLP, independent external auditors appointed by the Board. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Board's financial statements.



Chief Administrator Officer



Director of Finance

May 18, 2023

Date

INDEPENDENT AUDITORS' REPORT

To the Members of Manitoulin-Sudbury District Services Board and Members of Councils, Inhabitants and Ratepayers of Municipalities listed in Note 2

Opinion

We have audited the financial statements of Manitoulin-Sudbury District Services Board, which comprise the financial position as at December 31, 2022, and the statements of operations and changes in accumulated surplus, changes in net assets, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Manitoulin-Sudbury District Services Board as at December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

Our examination was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information included in Schedules 1 through 7 is presented for purposes of management analysis, budgeting and funding provider analysis and is not a required part of the basic financial statements. The supplementary schedules have not been and are not intended to be prepared in accordance with Canadian generally accepted accounting principles. The supplementary schedules have been subjected to the auditing procedures applied in the examination of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the organization or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the organization's financial reporting process.

INDEPENDENT AUDITORS' REPORT (continued)

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the organization to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

FREELANDT CALDWELL REILLY LLP

Freelandt Caldwell Reilly LLP

Chartered Professional Accountants
Licensed Public Accountants

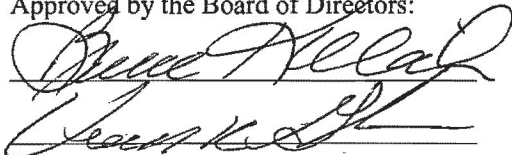
Espanola, Ontario
May 18, 2023

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
Statement of Financial Position
Year ended December 31, 2022 with comparative figures for 2021

	2022	2021
	\$	\$
Financial Assets		
Cash and cash equivalents	18,006,558	16,331,147
Accounts receivable	2,282,874	1,118,287
Mortgage receivable (note 5)	284,331	-
	20,573,763	17,449,434
Liabilities		
Accounts payable and accrued liabilities	10,338,256	8,080,299
Post-employment benefit obligation (note 6)	1,327,700	1,163,400
Deferred contributions (note 7)	2,160,068	1,302,692
Capital lease obligation (note 9)	458,850	721,264
	14,284,874	11,267,655
Net assets (note 10)	6,288,889	6,181,779
Non-financial Assets (note 11)		
Tangible capital assets (note 12)	14,520,462	14,205,851
Prepaid expenses	552,597	445,108
Prepaid assistance	356,490	379,624
	15,429,549	15,030,583
Accumulated Surplus	21,718,438	21,212,362

Contingent liabilities (note 13)

Approved by the Board of Directors:



The accompanying notes are an integral part of the financial statements

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
Statement of Operations and Changes in Accumulated Surplus
Year ended December 31, 2022 with comparative figures for 2021

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Revenue			
Ontario Works Administration Programs	7,899,308	7,455,030	7,314,155
Paramedic Services	20,122,202	19,947,303	19,678,458
Community Housing	5,066,231	5,286,739	5,507,766
Child Care Programs	10,026,568	11,302,248	9,955,310
Homelessness Programs	766,183	2,879,337	3,546,569
Other revenue	222,695	601,402	244,341
Total revenue	44,103,187	47,472,059	46,246,599
Expenditures			
Ontario Works Administration Programs	7,889,308	7,435,283	7,301,094
Paramedic Services	19,254,562	19,678,241	19,566,004
Community Housing	4,600,976	5,438,887	5,026,188
Child Care Programs	10,026,568	11,302,248	9,955,310
Homelessness Programs	766,183	2,879,337	3,546,569
Other expenditures	315,279	231,987	242,988
Total expenditures (note 15)	42,852,876	46,965,983	45,638,153
Annual surplus before undernoted item	1,250,311	506,076	608,446
Refund of prior years' Municipal Apportionment	-	-	-
Annual surplus	1,250,311	506,076	608,446
Accumulated surplus, beginning of year	21,212,362	21,212,362	20,603,916
Accumulated surplus, end of year	22,462,673	21,718,438	21,212,362

The accompanying notes are an integral part of the financial statements

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Statement of Changes in Net Assets****Year ended December 31, 2022 with comparative figures for 2021**

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Annual surplus	1,250,311	506,076	608,446
Acquisition of tangible capital assets	-	(2,069,293)	(1,219,971)
Amortization of tangible capital assets	-	1,721,202	1,676,890
Gain on disposal of tangible capital assets	-	(66,520)	(130,000)
Proceeds on disposal of tangible capital assets	-	100,000	148,481
Change in prepaid expenses	-	(107,489)	(225,870)
Change in prepaid assistance	-	23,134	(19,934)
Change in net assets	1,250,311	107,110	838,042
Net assets, beginning of year	6,181,779	6,181,779	5,343,737
Net assets, end of year	7,432,090	6,288,889	6,181,779

The accompanying notes are an integral part of the financial statements

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Statement of Cash Flows****Year ended December 31, 2022 with comparative figures for 2021**

	2022	2021
	\$	\$
Cash flows from operations		
Annual surplus	506,076	608,446
Non-cash items including amortization		
Amortization of tangible capital assets	1,721,202	1,676,890
Gain on disposal of tangible capital assets	(66,520)	(130,000)
	2,160,758	2,155,336
Changes in non-cash assets and liabilities		
Accounts receivable	(1,164,587)	(629,626)
Mortgage receivable	(284,331)	-
Accounts payable and accrued liabilities	2,257,957	(718,557)
Post-employment benefit obligation	164,300	9,300
Deferred contributions	857,376	(969,202)
Prepaid expenses	(107,489)	(225,870)
Prepaid assistance	23,134	(19,934)
	3,907,118	(398,553)
Capital transactions		
Proceeds on disposal of tangible capital assets	100,000	148,481
Cash used to acquire tangible capital assets	(2,069,293)	(608,171)
	(1,969,293)	(459,690)
Financing transactions		
Repayment of capital lease obligation	(262,414)	(170,645)
Increase (decrease) in cash and cash equivalents	1,675,411	(1,028,888)
Cash and cash equivalents, beginning of year	16,331,147	17,360,035
Cash and cash equivalents, end of year	18,006,558	16,331,147

The accompanying notes are an integral part of the financial statements

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

1. NATURE OF ORGANIZATION

The Manitoulin-Sudbury District Service Board (The Board) is located in Espanola, Ontario and is a municipal service management organization created by the provincial government to oversee the local planning, coordination and delivery of a range of services and programs divested to the municipal order of government.

2. SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Board are the representation of management. The financial statements are prepared using Canadian public sector accounting standards as recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants.

a) Basis of accounting

The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

b) Cash and cash equivalents

Cash and cash equivalents consist of cash on hand and balances held by major financial institutions and short-term investments which are readily convertible into a known amount of cash and are subject to an insignificant risk to changes in fair value.

c) Leases

Leases are classified as either capital or operating leases. Leases that transfer substantially all of the benefits and inherent risks of ownership of property to the company are accounted for as capital leases. At the time a capital lease is entered into, an asset is recorded together with its related long-term obligation to reflect the acquisition and financing. Equipment recorded under capital leases is amortized on the same basis as described below. Payments under operating leases are expensed as incurred.

d) Tangible capital assets

Tangible capital assets are recorded at cost. The Board provides for the amortization using the straight-line method designed to amortize the cost, less any residual value, of the tangible capital asset over the estimated useful life of the asset. The annual amortization rates are follows:

Assets	Basis	Rate %
Buildings	Straight-line	4
Computer equipment	Straight-line	30
Vehicles, machinery and equipment	Straight-line	30
Furniture, fixtures, and other equipment	Straight-line	20
Software	Straight-line	100

Additions are amortized at the full annual rate in the year of acquisition. No amortization is recorded in the year of disposal.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

e) Revenue recognition and deferred contributions

Revenue from government grants and contributions are recognized in the period that the events giving rise to the government transfer have occurred as long as: the transfer is authorized; the eligibility criteria, if any, have been met; and the amount can reasonably be estimated. Government contributions received before these criteria have been met are recorded in the accounts as deferred contributions in the year of receipt and are recognized as revenue in the period in which all the recognition criteria have been met.

Other revenues including certain user fees, rents and interest are recorded on the accrual basis, when earned, if the amount to be received can be reasonably estimated and collection is reasonably assured.

Provincial Ministries subsidize the operations of the Manitoulin-Sudbury District Services Board. Since the operations are reviewed by the Ministries in the subsequent fiscal period, subsidy adjustments, if any, are recorded in the year in which the adjustments are determined.

f) Forgivable loans

Forgivable loans issued under the Investment in Affordable Housing (IAH) program are treated initially as a grant and expensed when issued. If the recipient meets all the conditions under the IAH program this loan is forgiven and no amount is recovered. If they fail to meet the conditions, the loan is recovered and recorded as a gain which is offset against the current year expense.

g) Retirement and Post-Employment Benefits

The Board provides retirement and post-employment benefits to Land Ambulance employees. These benefits are payable at death, termination, lay-off or retirement. The Board has adopted the following policies with respect to accounting for these employee benefits:

- i) The costs of post-employment benefits are determined using management's best estimate of health care costs, employee turnover rates and discount rates. Adjustments to these costs arising from plan amendments and changes in estimates are accounted for in the period of the amendment or change.
- ii) The expense related to the defined benefit pension plan are the employer's contributions to the plan in the year.
- iii) The discount rate used in the determination of post-employment benefits is 2.40%.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

h) Financial instruments

Measurement of financial instruments

The Board initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

The Board subsequently measures its financial assets and financial liabilities at amortized cost, except for investments in equity securities that are quoted in an active market, which are subsequently measured at fair value. Changes in fair value are recognized in annual surplus in the period they occur.

Financial assets measured at amortized cost include cash and cash equivalents, accounts receivable and mortgage receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities and capital lease obligation.

Impairment

Financial assets measured at other than fair value are tested for impairment when there are indicators of possible impairments. When a significant adverse change has occurred during the period in the expected timing or amount of future cash flows from the financial asset or group of assets, a write-down is recognized in the annual surplus.

When events occurring after the impairment confirm that a reversal is necessary, the reversal is recognized in the annual surplus, in the period it is identified and measurable up to the amount of the previously recognized impairment.

i) Use of estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of certain assets and liabilities at the date of the financial statements and reported amounts of certain revenues and expenditures during the reporting period. By their nature, these estimates are subject to measurement uncertainty. The effect of changes in such estimates on the financial statements in future periods could be significant. Estimates used in the preparation of the accompanying financial statements include certain accounts receivable, allowances for accounts receivable, certain deferred contributions, amounts repayable to certain funders and the estimated useful lives of tangible capital assets.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

3. MUNICIPAL APPORTIONMENT

Municipal apportionment is allocated to programs as follows:

	2022	2021
	\$	\$
Paramedic Services	6,957,538	6,793,382
Community Housing	2,298,776	2,254,678
Ontario Works	1,043,031	1,047,426
Child Care	668,038	668,038
Administration	(99,163)	(99,163)
	10,868,220	10,664,361

	2022	2021
	%	%
Municipal Percentage Share		
Municipality of French River	11.160	11.170
Town of Espanola	11.150	11.270
Town of Northeastern Manitoulin and the Islands	10.080	10.070
Municipality of Central Manitoulin	7.520	7.530
Township of Sables-Spanish Rivers	6.330	6.310
Municipality of Killarney	6.180	6.190
Municipality of Markstay - Warren	5.450	5.450
Municipality of St. Charles	3.690	3.680
Township of Assiginack	3.560	3.560
Township of Billings	3.370	3.360
Township of Gordon and Barrie Island	2.740	2.720
Town of Chapleau	1.850	1.850
Township of Tehkummah	1.470	1.470
Township of Nairn and Hyman	1.440	1.440
Township of Burpee and Mills	1.420	1.400
Town of Gore Bay	1.330	1.310
Township of Baldwin	1.160	1.160
Township of Cockburn Island	0.210	0.220
Other unorganized areas within the Manitoulin-Sudbury Districts	19.900	19.900

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

4. PENSION AGREEMENTS

The Board makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of the members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2022 was \$1,072,534 (2021 - \$1,110,588) for current service and is included on the statement of operations and changes in accumulated surplus.

At December 31, 2022, the OMERS pension plan had total assets of \$155.8 billion (2021 - \$137.8 billion) and an accumulated deficit of \$6.678 billion (2021 - \$3.131 billion deficit).

5. MORTGAGE RECEIVABLE

Receivable from Little Current Place Non-Profit Housing and Elderly Citizens Centre Corporation, monthly payments of \$6,536 bearing interest of 3% per annum compounded semi-annually, not in advance, maturing November 2026, secured by 48 Meredith Street West, Little Current property.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

6. LIABILITY FOR POST-EMPLOYMENT BENEFITS PLANS

The Board provides a severance benefit plan for the Land Ambulance employees. The plan includes one week of pay per year of services to a maximum of 26 weeks. The benefit is payable at death, termination, lay-off or retirement. To be eligible, the employee must have completed five years of services. In addition, eligibility for retirement is at age 55, and eligibility for termination is if age plus service is greater than 80.

The Board measures its accrued obligations and the fair value of plan assets for accounting purposes as of December 31, each year. The most recent actuarial valuation of the benefit plan for funding purposes was as of December 31, 2022. Information about the Board's severance benefit plan is as follows:

	2022	2021
Current service cost	103,200	101,200
Interest on obligation	38,900	37,400
Amortize (gains)/losses	26,400	27,700
Benefit Expense	\$ 168,500	\$ 166,300
Financial position - December 31		
Benefit obligation	1,255,100	1,519,200
Fair value of plan assets	-	-
Funded status - surplus (deficit)	(1,255,100)	(1,519,200)
Unamortized amounts - December 31		
Unamortized actuarial gains/(losses)	72,600	(355,800)
Prior service costs	-	-
Accrued Benefit Liability	\$ (1,327,700)	\$ (1,163,400)

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

6. LIABILITY FOR POST-EMPLOYMENT BENEFITS PLANS (continued)

Similar to most post-employment benefit plans in Canada, the Board's plan is not pre-funded, resulting in a plan deficit equal to the accrued benefit obligation offset by any actuarial gains/losses.

The main assumptions employed for the valuations are as follows:

Interest (discount) rate 2.40%

Salary increase rate 2.00%

Retirement age – later of age 62 and the valuation date

Mortality – Canadian Pensioners' Mortality Table Public Sector
Projected on a generational basis use CPM Improvement Scale B

7. DEFERRED CONTRIBUTIONS

Deferred contributions consist of unspent provincial subsidies for the following programs:

	2022	2021
	\$	\$
Paramedic Services	1,383,826	466,570
Community Housing	560,166	514,202
Child Care	189,908	231,054
Ontario Works	21,318	51,497
Homelessness	4,850	39,369
	2,160,068	1,302,692

8. COMMITMENTS

The Board rents office and Paramedic Services space under leases with terms as follows:

	Annual Rent	Expiry date
	\$	
Noelville - OW	2,220	2026
Noelville - Paramedic Services	46,319	2029
Killarney - Paramedic Services	38,731	2029

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

9. CAPITAL LEASE OBLIGATION

	\$	\$
Stryker Canada LP		
Repayable in blended monthly instalments \$11,323 including imputed interest at 3.6% per annum, secured by specified equipment with a carrying value of \$458,850 maturing April 2026	458,850	581,210
Stryker Canada LP		
Repayable in blended monthly instalments \$11,671 including imputed interest at 2% per annum, secured by specified equipment with a carrying value of \$Nil matured during the year	-	140,054
	458,850	721,264

Capital leases are recorded at an amount equal to the lease payments using the lower of the company's incremental borrowing rate and the interest rate implicit in the lease. The interest rates on these obligations are 2% and 3.6%. The following is a schedule of the lease payments under capital leases:

	\$
2023	122,358
2024	122,358
2025	122,358
2026	91,776
	458,850

Interest charges to the accounts of the organization on the lease during the year amounted to \$21,159 (2021 - \$22,407).

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

10. NET ASSETS

The balance on the statement of financial position of net assets at the end of the year is comprised of the following:

	2022	2021
	\$	\$
To be used:		
for the general increase in (reduction of) annual operations	(1,557,833)	(701,220)
for reserves and reserve funds (schedule 7)	7,846,722	6,882,979
Total net assets	6,288,889	6,181,759

11. NON-FINANCIAL ASSETS

Tangible capital assets, prepaid expenses and prepaid assistance are accounted for as assets by the Board, because they can be used to provide services in future periods. These assets do not normally provide resources to discharge liabilities of the Board unless they are sold.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

12. TANGIBLE CAPITAL ASSETS

2022	Capital Work in Progress \$	Land \$	Buildings \$	Furniture, fixtures, and other equipment \$	Computer Equipment \$	Vehicles, Machinery & Equipment \$	2022 Total \$
Cost							
Balance, beginning of year	-	4,444,726	22,145,853	3,193,339	334,728	3,902,235	34,020,881
Additions	1,105,151	-	-	111,618	-	852,524	2,069,293
Disposals	-	-	(36,566)	(804,874)	-	(264,900)	(1,106,340)
Balance, end of year	1,105,151	4,444,726	22,109,287	2,500,083	334,728	4,489,859	34,983,834
Accumulated Amortization							
Balance, beginning of year	-	-	14,518,197	2,462,893	320,678	2,513,262	19,815,030
Disposals	-	-	(36,566)	(804,874)	-	(231,420)	(1,072,860)
Amortization expense	-	-	756,641	381,464	14,050	569,047	1,721,202
Balance, end of year	-	-	15,238,272	2,039,483	334,728	2,850,889	20,463,372
Net book value	1,105,151	4,444,726	6,871,015	460,600	-	1,638,970	14,520,462
2021	Capital Work in Progress \$	Land \$	Buildings \$	Furniture, fixtures, and other equipment \$	Computer Equipment \$	Vehicles, Machinery & Equipment \$	2021 Total \$
Cost							
Balance, beginning of year	-	4,444,726	22,145,853	2,581,539	334,728	3,670,694	33,177,540
Additions	-	-	-	611,800	-	608,171	1,219,971
Disposals	-	-	-	-	-	(376,630)	(376,630)
Balance, end of year	-	4,444,726	22,145,853	3,193,339	334,728	3,902,235	34,020,881
Accumulated Amortization							
Balance, beginning of year	-	-	13,761,556	2,082,166	306,629	2,345,938	18,496,289
Disposals	-	-	-	-	-	(358,149)	(358,149)
Amortization expense	-	-	756,641	380,727	14,049	525,473	1,676,890
Balance, end of year	-	-	14,518,197	2,462,893	320,678	2,513,262	19,815,030
Net book value	-	4,444,726	7,627,656	730,446	14,050	1,388,973	14,205,851

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

12. TANGIBLE CAPITAL ASSETS (continued)

In the current year, equipment valued at \$NIL (2021 - \$611,800) was acquired and acquisition was financed by a capital lease obligation.

Included in furniture, fixtures and other equipment are assets under capital lease with cost and accumulated amortization of \$611,800 (2021 - \$1,592,181) and \$152,950 (2021 - \$962,687), respectively.

During the year, amortization of assets financed by capital lease amounted to \$262,414 (2021 - \$262,414).

13. CONTINGENT LIABILITIES

The Board is contingently liable for accumulated sick leave in the amount of \$194,364 (2021 - \$192,832) for Paramedic Services employees. Accumulated sick leave is only payable to cover illness related absences and there is no liability to pay any amounts to employees on change or termination of employment.

No liability is reflected in these financial statements for the accumulated sick leave to Paramedic Services employees.

Provincial Ministries subsidize the operations of the Manitoulin-Sudbury District Services Board. Since the operations are reviewed by the Ministries in the subsequent fiscal period, subsidy adjustments, if any, are recorded in the year in which the adjustments are determined.

The Board is a defendant in a paramedic negligence claim. The claimant is claiming damages of \$2,500,000. At the present time, neither the outcome nor the possible settlement, if any, can be determined. Therefore, no provision regarding any payable with respect to this matter has been recorded in the accompanying financial statements.

14. FORGIVABLE LOANS

Included in the Community Housing Program expenditures is \$NIL (2021 - \$NIL) in grants with forgivable conditions. These grants are issued to low income home owners as forgivable loans. The loans are to be written off over 10 years. However, if the house is sold before the 10-year forgiveness period, the home owner must repay a pro-rated amount back to the Board. If the Board receives funds because of a homeowner selling their property, the amount is used by the Board to grant a new loan to another low income home owner.

During the year, funds received back from homeowners under this program amounted to \$54,226 (2021 - \$90,344) which have been offset with the current year expense.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

15. EXPENDITURES BY OBJECT

As required by Section 1201.086 of the Public Sector Accounting Board reporting requirements, these financial statements report on the Board's expenditures by function. The Board's expenditures by object are as follows:

	2022	2021
	\$	\$
Salaries, wages and benefits	17,596,307	17,176,425
Contracted services	14,727,935	13,103,970
External transfers	8,489,890	9,169,041
Materials	4,138,075	4,142,567
Rents and financial items	292,574	369,260
Amortization of tangible capital assets	1,721,202	1,676,890
	46,965,983	45,638,153

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

16. BUDGET AND OPERATING RESULTS

The Budget adopted by the Board was not prepared on a basis consistent with that used to report actual results in the financial statements. The budget was prepared on a modified accrual basis while public sector accounting standards require the full accrual basis. The budget figures expense all tangible capital acquisitions and does not include a provision for amortization expense. As a result, the budget figures presented in the statements of operations and changes in net assets represent the budget adopted by the Board adjusted as follows:

	2022
	\$
Budget surplus approved by the Board	1,250,311
Add: Net budgeted transfers (to)/from reserves and reserve funds	(1,250,311)
	-

Similarly, the actual operating results for the year are presented using public sector accounting standards which require the full accrual basis. Thus, the actual operating results presented in the statements of operations and changes in net assets represent actual results adjusted as follows:

	2022
	\$
Excess (deficiency) of revenue over expenditures before undernoted items per schedules/programs:	
Ontario Works Administration Programs - Schedule 1	39,692
Paramedic Services - Schedule 2	(214,248)
Community Housing Programs - Schedule 3	25,821
Child Care Programs - Schedule 4	-
Homelessness Programs - Schedule 5	-
Other Revenue and Expenditures - Schedule 6	319,192
	170,457
Add: Net transfers (to)/from reserves and reserve funds - prior	847,771
Municipal surplus before adjustments below	1,018,228
Adjustment to Canadian Public Sector Accounting Standards:	
Add: Net transfers (to)/from reserves and reserve funds - current	115,973
Less: Net tangible capital acquisitions, disposition proceeds, gains, and losses, amortization, and capital lease transactions	(628,125)
Annual deficit before refund of prior year Municipal Apportionment	506,076

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD

Notes to the Financial Statements

Year ended December 31, 2022

17. FINANCIAL INSTRUMENTS

Transactions in financial instruments may result in an entity assuming or transferring financial instruments to or from another party. The Board is exposed to the following risks associated with financial instruments and transactions it is a party to:

(a) Credit risk

Credit risk is the risk that one party to a financial transaction will fail to discharge a financial obligation and cause the other party to incur a financial loss. The Board is exposed to this risk relating to its cash and cash equivalents, accounts receivable and mortgage receivable.

The Board minimizes risk associated with cash and cash equivalents by ensuring these financial assets are placed with large reputable financial institutions with high credit ratings.

The Board incurs receivable transactions, in the normal course of operations, and is exposed to credit risk associated with its accounts receivable balances of \$2,282,874 (2021 - \$1,118,287). The Board minimizes this risk through management's on-going monitoring of amounts due to the organization and collections. Valuations of amounts due to the organization, including the mortgage receivable, are performed on a regular basis and adjustments for amounts determined to be uncollectable are recorded when applicable. Also, refer to note 2(h), impairment regarding the organizations policies for assessing impairment of amounts due to the organization.

(b) Concentration risk

Concentration risk is the risk that an entity's balance due to the Board has a value of more than ten percent of the total accounts receivable and thus there is a higher risk to the Board in the event of a default by one of these entities. At December 31, 2022 receivables from two organization comprised approximately 79% (2021 – 56%) of the total outstanding receivables. The Board reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitors any overdue balances.

(c) Liquidity risk

Liquidity risk is the risk that an organization cannot repay its obligations when they become due to its creditors. The Board is exposed to this risk associated with its accounts payable and accrued liabilities balances and post employment benefits obligation of \$11,665,956 (2021 - \$9,243,699). The Board reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, and maintains adequate cash resources to repay creditors, mortgage interest and principal and capital lease obligation principal and interest as those liabilities become due.

MANITOULIN-SADBURY DISTRICT SERVICES BOARD**Notes to the Financial Statements****Year ended December 31, 2022**

17. FINANCIAL INSTRUMENTS (continued)**(d) Interest rate risk**

Interest rate risk is the potential for financial loss caused by fluctuations in fair value or future cash flows of financial instruments because of changes in market interest rates. The Board is exposed to this risk through its interest-bearing cash balances, the interest rates of which change over time due to a variety of financial market factors and may cause changes in interest earnings in future periods.

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
ONTARIO WORKS ADMINISTRATION PROGRAMS
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Provincial Subsidy			
OW General	5,074,053	4,680,077	4,460,564
OW Administration and Employment programs	1,414,200	1,414,200	1,414,203
Employment Ontario	191,124	190,492	174,002
Youth Job Connection	176,900	113,285	196,787
Other subsidy	-	13,945	4,670
Municipal apportionment	1,043,031	1,043,031	1,047,426
Total revenue	7,899,308	7,455,030	7,297,652
Expenditures			
OW General	5,074,053	4,680,075	4,460,564
Administration and Employment Expenses (Schedule 1A)	2,326,831	2,323,700	2,317,532
Employment Ontario	368,024	190,492	174,002
Youth Job Connection	-	113,285	196,787
National Child Benefit	120,400	78,512	120,400
Other subsidy expense	-	13,945	4,670
Total expenditures	7,889,308	7,400,009	7,273,955
Excess of revenue over expenditures before net transfers from (to) reserves	10,000	55,021	23,697
Transfer to reserves - current	(10,000)	(41,002)	(23,696)
Transfer to reserves - prior	-	25,673	230,697
Net transfer From (to) reserves	(10,000)	(15,329)	207,001
Excess of revenue over expenditures before undernoted items	-	39,692	230,698
Capital assets included in expenditures	-	-	47,848
Proceeds on disposition included in expenditures	-	-	(34,984)
Gain on disposition of capital assets	-	-	16,503
Amortization of capital assets	-	(35,274)	(40,003)
Excess of revenue over expenditures	-	4,418	220,062

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
Analysis of Ontario Works Administration Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Administration and Employment Expenses			
Salaries and benefits	1,333,346	1,329,371	1,577,429
Employment funded expenses - CPE and ERE training	651,508	668,932	114,541
Travel and training	87,253	85,357	43,462
Computer software and hardware	86,370	79,423	76,962
Accommodation costs	78,357	67,443	62,419
Office supplies and postage	28,025	27,756	24,781
Insurance	22,313	19,263	17,063
Telephone and communications	11,423	16,577	16,170
Board travel, meetings	19,282	16,004	16,984
Audit and accounting fee	7,250	8,518	6,500
Legal and consulting fee	1,136	4,440	5,286
Advertising	568	616	760
Purchased services	-	-	355,175
	2,326,831	2,323,700	2,317,532

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
PARAMEDIC SERVICES
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Revenue			
Provincial Subsidy			
Operating	8,876,740	8,923,724	8,461,195
Wikwemikong (Schedule 2A)	2,947,922	2,425,021	2,675,399
Community Paramedicine	1,000,000	954,178	1,169,467
Patient Transfer Service	460,000	484,298	429,214
COVID-19 subsidy	-	135,592	148,780
Other	-	432	1,021
Municipal apportionment	6,837,540	6,957,538	6,793,382
Total revenue	20,122,202	19,880,783	19,678,458
Expenditures			
Salaries and benefits	12,957,848	12,233,560	11,911,012
Wikwemikong expenses (Schedule 2A)	2,947,922	2,425,021	2,675,399
Capital expenditures	-	1,068,732	650,468
Community Paramedicine expenses	1,000,000	954,178	1,169,467
Vehicle expenses	585,791	747,835	619,231
Patient transfer services	460,000	504,298	549,214
Building expenses	408,717	465,348	299,552
Transportation and communication	325,623	380,087	565,606
Administrative expenses	297,781	332,702	275,041
Medical supplies and equipment	160,649	263,935	244,127
COVID-19 expense	-	135,592	148,780
Mal practice insurance	35,783	35,018	31,347
Other supplies and equipment	30,317	94,334	139,423
Interest expense	44,131	44,131	47,319
Total expenditures	19,254,562	19,684,771	19,325,986
Excess of revenue over expenditures before net transfers (to) from reserves	867,640	196,012	352,472
Transfer from reserves - current	-	1,141,454	760,516
Transfer to reserves - current	(867,640)	(1,402,211)	(963,485)
Transfer from reserves - prior	-	(149,503)	(224,117)
Net transfer to reserves	(867,640)	(410,260)	(427,086)
Deficiency of revenue over expenditures before undernoted items	-	(214,248)	(74,614)
Capital assets included in expenditures	-	864,141	560,323
Capital lease expenditures	-	262,414	170,644
Proceeds on disposition included in expenditures	-	(100,000)	-
Gain on disposition of capital assets	-	66,520	-
Amortization of capital assets	-	(1,020,025)	(970,985)
Deficiency of revenue over expenditures	-	(141,198)	(314,632)

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
Analysis of Wikwemikong Paramedic Services Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022 Budget	January to March (3 months)	April to December (9 months)	2022 Total	2021 Total
	\$	\$	\$	\$	\$
Revenue					
Provincial subsidy	2,947,922	726,690	1,698,331	2,425,021	2,552,855
COVID-19 subsidy	-	-	-	-	120,773
Pandemic subsidy	-	-	-	-	1,771
Total revenue	2,947,922	726,690	1,698,331	2,425,021	2,675,399
Expenditures					
Salaries and benefits	2,052,895	605,727	1,296,266	1,901,993	1,838,778
Vehicle expenses	136,429	34,124	134,978	169,102	97,795
Administration costs	132,902	34,412	103,951	138,363	200,284
Building expenses	38,620	4,581	75,997	80,578	56,250
Medical supplies and equipment	43,019	20,176	36,856	57,032	59,500
Transportation and communication	44,479	19,671	31,916	51,587	45,562
Other services	23,440	18,347	18,124	36,471	26,171
One time expenses	455,484	3,597	-	3,597	172,195
COVID-19 expense	-	6,453	(10,991)	(4,538)	120,773
Other supplies	20,654	(20,398)	11,234	(9,164)	56,320
Pandemic pay expense	-	-	-	-	1,771
Total expenditures	2,947,922	726,690	1,698,331	2,425,021	2,675,399

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
COMMUNITY HOUSING PROGRAMS
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022 Budget \$	2022 Actual \$	2021 Actual \$
Revenue			
Rental income	1,505,670	1,682,699	1,538,703
Federal subsidy	656,169	656,169	806,600
Provincial Subsidy			
OPHI Subsidy	345,058	380,556	483,844
COCHI Subsidy	-	194,364	273,384
SIF program	126,375	126,233	126,234
IAH program	134,183	(52,058)	(89,174)
Municipal apportionment	2,298,776	2,298,776	2,254,678
Total revenue	5,066,231	5,286,739	5,394,269
Expenditures			
Capital expenditures	-	771,449	90,827
Wages and benefits	1,023,662	689,585	601,473
Maintenance materials and services	485,633	655,538	593,303
Utilities	619,228	621,759	595,545
OPHI Subsidy	-	380,555	483,844
Urban native rent supplement	319,776	322,378	345,671
Transfer to Non-Profit Housing	265,706	215,145	323,825
Municipal taxes	209,230	210,913	206,177
COCHI Subsidy	345,058	194,364	273,384
Rent allowance agreement	588,171	182,833	195,731
Housing mortgage costs	155,636	155,636	236,060
SIF expenses	126,375	126,234	126,234
Insurance	98,205	99,577	92,668
Administration	102,658	86,036	101,166
Bad debts - rental and maintenance	-	73,914	35,134
Transportation and equipment	61,577	42,286	31,184
Housing rent supplement	29,472	20,120	27,085
Professional fees	9,841	19,014	11,786
Office rent	26,565	17,495	24,654
IAH program	134,183	(52,058)	(89,174)
Total expenditures	4,600,976	4,832,773	4,306,577
Excess of revenue over expenditures before net transfers (to) from reserves			
	465,255	453,966	1,087,692
Transfer from reserves - current		771,449	204,324
Transfer to reserves - current	(465,255)	(475,653)	(568,075)
Transfer to reserves - prior		(723,941)	(347,375)
Net transfer to reserves	(465,255)	(428,145)	(711,126)
Excess revenue over expenditures before undernoted items			
	-	25,821	376,566
Amortization of capital assets	-	(606,114)	(606,114)
Proceeds on disposition included in expenditures	-	-	(113,497)
Gain(loss) on disposition of capital assets	-	-	113,497
Deficiency of revenue over expenditures	-	(580,293)	(229,548)

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
CHILD CARE PROGRAMS
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022 Budget \$	2022 Actual \$	2021 Actual \$
Revenue			
Provincial Subsidy			
MEDU operating subsidy	7,386,749	7,761,544	7,038,518
Early On	1,373,858	1,475,326	1,373,858
Canada Wide Early Learning	-	436,665	-
Workforce Cap & Innovation	-	386,583	-
Indigenous Led Child and Family Programs	320,650	320,650	320,650
Administration	171,297	114,741	245,629
Data Analysis Coordinator	75,876	83,703	75,876
Planning subsidy	30,100	30,100	30,100
Emergency Child Care	-	24,898	92,812
Provincial Reinvestment	-	-	335,788
Safe Restart	-	-	(225,959)
Municipal apportionment	668,038	668,038	668,038
Total revenue	10,026,568	11,302,248	9,955,310
Expenditures			
Child care			
Operating grant expenses	2,809,085	3,553,599	2,942,097
Expansion expenses	2,476,453	2,128,267	2,393,483
Special needs resources	665,000	591,245	481,664
ELCC expenses	-	530,028	420,859
Canada Wide Early Learning	-	436,665	-
Salaries and benefits	415,320	418,765	404,766
Wage enhancement	432,832	404,085	383,217
Workforce Cap & Innovation	-	386,583	-
Capacity building	381,075	376,077	344,376
Indigenous Led Child and Family Programs	320,650	320,650	320,650
Purchase of service	655,362	127,145	184,753
Ontario works	121,424	121,424	121,424
Administration costs	99,533	96,089	75,970
Repairs and maintenance	85,000	85,000	86,977
Play based materials and equipment	85,000	84,999	84,999
Home child care expenses	-	27,600	27,600
Emergency Child Care	-	24,898	92,812
Provincial Reinvestment	-	-	335,788
Safe Restart	-	-	(225,959)
	8,546,734	9,713,119	8,475,476
Family support program			
Early On	1,373,858	1,475,326	1,373,858
Data analysis coordinator	75,876	83,703	75,876
Planning expenses	30,100	30,100	30,100
	1,479,834	1,589,129	1,479,834
Total expenditures	10,026,568	11,302,248	9,955,310
Excess (deficiency) of revenue over expenditures before net transfers to reserves			
	-	-	-
Transfer to reserves - current	-	-	-
Transfer to reserves - prior	-	-	-
Net transfer to reserves	-	-	-
Excess (deficiency) of revenue over expenditures	-	-	-

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
HOMELESSNESS PROGRAMS
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022	January to	April to	2022	2021
	Budget	March	December	Total	Total
	\$	(3 months)	(9 months)	\$	\$
		\$	\$		\$
Revenue					
Provincial subsidy - SSRF	-	9,997	2,051,530	2,061,527	1,865,769
Provincial subsidy - HPP	766,183	255,089	562,561	817,650	1,174,372
Provincial subsidy - OESP	-	50	110	160	1,481
CMHC subsidy	-	-	-	-	504,947
	766,183	265,136	2,614,201	2,879,337	3,546,569
Expenditures					
Program expense					
- Social Services Relief	-	9,997	2,051,530	2,061,527	1,865,769
Program expense					
- Homelessness Prevention	118,848	25,760	295,167	320,927	96,754
Program expense					
- Emergency Shelter Solutions	175,893	108,628	205,434	314,062	534,797
Program expense					
- Housing with Related Supports	464,442	82,433	28,141	110,574	420,750
Program expense					
- HPP Administration Expenses	-	38,141	24,583	62,724	114,995
Program expense					
- Other Services and Support	7,000	177	9,186	9,363	7,075
Program expense					
- OESP Expenses	-	-	160	160	1,482
Program expense					
- CMHC mental health & additions	-	-	-	-	504,947
Total expenditures	766,183	265,136	2,614,201	2,879,337	3,546,569
Excess (deficiency) of revenue over expenditures	-	-	-	-	-

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
OTHER REVENUE AND EXPENDITURES
Schedule of Revenue and Expenditures
Year ended December 31, 2022 with comparative figures for 2021

	2022	2022	2021
	Budget	Actual	Actual
	\$	\$	\$
Revenue			
Interest income	99,163	463,656	120,809
TWOMO subsidy	-	14,214	-
Other	123,532	123,532	123,532
Total revenue	222,695	601,402	244,341
Expenditures			
Municipal apportionment	99,163	99,163	99,163
IT expenses	216,116	57,653	84,038
TWOMO expense	-	14,214	-
NOSDA expenses	-	1,170	-
Total expenditures	315,279	172,200	183,201
Excess (deficiency) of revenue over expenditures before net transfers (to) from reserves	(92,584)	429,202	61,140
Transfer from reserves - current	216,116	57,653	84,038
Transfer to reserves - current	(123,532)	(167,663)	(170,851)
Net transfer (to) from reserves	92,584	(110,010)	(86,813)
Excess (deficiency) of revenue over expenditures before undernoted item	-	319,192	(25,673)
Amortization of capital assets	-	(59,787)	(59,787)
Excess (deficiency) of revenue over expenditures	-	259,405	(85,460)

MANITOULIN-SUDBURY DISTRICT SERVICES BOARD
OTHER REVENUE AND EXPENDITURES
Schedule of Continuity of Reserves
Year ended December 31, 2022

SCHEDULE 7

	Working Funds	Tech Refresh	Benefits Reserve	Vehicle and Equipment Replacement Reserve	Building Capital Funds	Total
	\$	\$	\$	\$	\$	\$
RESERVES						
Balance, beginning of year	1,765,785	306,076	736,841	677,878	3,396,399	6,882,979
Transfers from (to) operations	(84,311)	60,879	427,173	(368,516)	928,518	963,743
Balance, end of year	1,681,474	366,955	1,164,014	309,362	4,324,917	7,846,722



2023 First Quarter Activity Report May 18, 2023

The following is the most recent consolidated Quarterly Report that the DSB will be sending to member municipalities and posting on the public website. Expect Quarterly Reports in February, May, September, and November of each year.

The program statistics are provided separately and updated monthly. They are available on the website by clicking the following link: [Monthly Program Statistics](#)

CAO Overview

The DSB 2023 First Quarter (Unaudited) Financial Report was presented to the Board and projects a year-end municipal **surplus of \$110,146**. Ontario Works and Children's Services expenses are forecasted to be on budget. Community Housing is forecasted to be under budget by \$54,239. Paramedic Services is forecasted to be over budget by \$145,158. Interest revenue on non-reserve accounts is forecasted to be \$201,065 more than budgeted.

The DSB quarterly financial reports are available on the DSB website by clicking the following link: [Quarterly Financial Reports](#)

Paramedic Services

The following provides some insight into the major activities involving the Paramedic Services Department during the months of January, February and March of 2023.

COVID-19 Pandemic Recovery

Our recovery continues as we have experienced a significant drop in COVID-19 infections amongst our staff. Many measures imposed during the Pandemic are expected to be loosened if not rescinded in the coming months as warmer temperatures approach and other agencies commence doing the same.

Collective Bargaining - OPSEU Local 679

Both parties returned to the table for one final attempt to get to an agreement before going to interest arbitration in the spring. Fortunately, the effort on both sides proved fruitful and a tentative agreement was reached and subsequently ratified by both parties. The final version is expected to be ready for April 2023 for approval and execution.

Community Paramedicine

Our CP team had been decimated by unanticipated departures and leaves of absences however thanks to a successful winter recruitment campaign, 3 new full time employees

have been hired and are currently being onboarded. Our hope is that all education, certification and mentorships will be completed by early April and the new recruits will be ready for independent practice shortly thereafter.

Winter recruitment

We hired 3 new FTEs to fill CP vacancies. We also recruited 2 Regular Part-Time employees through the winter recruitment process. We are hopeful that our spring posting and recruitment will prove more fruitful through our current open posting that has been active since June 2022. We are also hoping that some of our staff currently on prolonged leave are approaching a return-to-work date which will definitely ease some of our staffing pressures.

Non-Urgent Patient Transportation Service

Despite staffing pressures, the service continues to be an effective resource in shedding non-urgent work from our Paramedic Services. Bargaining sessions have been scheduled in April to negotiate a new CA.

Children's Services

In the first quarter, the average enrollment in licensed child care was 561 children, 445 full fee and 116 subsidized. Compared to last quarter there has been a 6% increase and compared to last year at this time, enrollment has increased by 16%.

The waitlist for licensed childcare at the end of the first quarter is 350 children. The highest waitlist age groups are infant, toddler and preschool children. Licensed child care in the Manitoulin-Sudbury district have not historically had waitlists, workforce shortages are preventing child care providers from meeting current need in their respective communities.

The number of total visits to EarlyON Child & Family Centres by parents/caregivers and children was 2912, and the total activity kits provided was 88. Compared to last quarter the number of visits increased by 22.5%, activity kits provided decreased by 33%. Compared to last year at this time, number of visits increased by 219%, and activity kits provided decreased by 90%. During the height of the pandemic families could not attend at the EarlyON sites, however, now that Centres are back in their sites full time, EarlyON Centres are encouraging families to attend in person and participate in group activities as opposed to providing activity kits.

The Manitoulin Sudbury Network for Children and Families / Child Care Crisis

The Manitoulin-Sudbury Network for Children and Families is an integrated system of early years leaders from across the district. In response to current staff shortages and ongoing challenges in recruiting new employees to the child-care sector, the Network members agreed on the need for advocacy and that a [letter](#) would be prepared and sent to Minister Lecce and the Honourable Karina Gould.

Staffing shortages are driven by low wages which is affecting the accessibility of child care for families. Child care centres are closing rooms and limiting enrollment because they cannot retain staff in their programs. Demand is increasing for child care spaces where a workforce shortage already exists. Without meaningful investments, educators will continue to exit the workforce, without educators and child care workers there is no child care.

Access and Inclusion Framework and Notional Space Targets

In February, the Manitoulin Sudbury District Services Board approved the [Access and Inclusion Space Target Issue Report](#). The 5-year (2022-2026) space allocation for the Manitoulin Sudbury District is 183. The school-based allocation is 10 and community-based allocation is 173.

Our district has notionally planned for future years and will continue to meet with partners and communities to ensure that planned spaces meet the needs of the communities and are viable into the future.

Learn and Stay Grant

In February, the Manitoulin Sudbury District Services Board approved the [2023 Learn and Stay Grant Issue Report](#), the report provides an overview of the Learn and Stay Grant as it relates to paramedic services, and recommends that advocacy commence to expand the grant to include Early Childhood Education.

2022 Early Years and Child Care Annual Report / Licensed Child Care Data Profiles

On February 14th, the Ministry of Education released the [2022 Annual Report and Licensed Child Care Data](#). The purpose of this is to collect annual statistical information about the operations of licensed child care centres and home child care agencies in Ontario.

While the system continues to recover from the COVID-19 pandemic, there has been encouraging movement with an increase of 8,459 licensed child care spaces across Ontario between 2021- 2022. The number of licensed childcare spaces has increased by 10% since 2012-2013 and the number of spaces has grown across all age groups.

As of November 1, 2022, 92% of licensed programs in Ontario have opted in to the CWELCC system. In our district, 100% of programs have opted in. The fees in our community are significantly lower than the median range in the province of \$75.01 per day for infants to \$23.58 per day for school age before and after school care.

The survey also includes data for EarlyON. In our district, we have 4 main sites and 12 satellite sites. Virtual programming is offered for both Manitoulin and Lacloche. French language programming is offered in Sudbury North, Lacloche and Sudbury East. Indigenous programming is offered throughout the district.

Reflecting on Black History Month

In a [memo](#) from the Ministry of Education on February 23, 2023, the province reflected on February as Black History Month and the opportunity to focus on and celebrate the

achievements and contributions of black individuals and black communities across Ontario and Canada. There were celebrations of Black History Month across the province children and youth were engaged in conversations about race and difference which helped foster an environment of belonging.

Ontario Works

In the first quarter of 2023, the Ontario Works/Temporary Care Caseload average was 521. Compared to last year at this time, the caseload has decreased by 0.95%.

Centralized Intake

153 applications were received by the Manitoulin-Sudbury District Services Board (DSB) in the first quarter of 2023. Of the 153 applications received, 63 were granted by the Intake and Benefits Administration Unit (IBAU), 38 were referred by the IBAU to the Manitoulin-Sudbury DSB for processing, and 24 were transfers from another Ontario Works (OW) office. The remaining 28 applications were processed at the local office rather than being referred to Centralized Intake as certain applications, such as Emergency Assistance, are not yet being processed by the IBAU, or there were extenuating circumstances surrounding the application that warranted an expedited approach to granting assistance. Information regarding [Centralized Intake Concerns and Possible Solutions](#) was shared in the 4th quarter report for 2022. This report highlighted concerns regarding the percentage of applications being referred by the IBAU to the local office for processing. The initial goal of Centralized Intake was to have 70% of applications completed by the IBAU. During the first quarter of 2023, 60% of applications submitted through Centralized Intake were referred to the local office by the IBAU.

Ontario Works 2023 Service Plan Addendum

Historically, the Ministry of Children, Community and Social Services (MCCSS) required an OW Service Plan to be submitted every 2-years, however, given the upcoming Employment Services Transformation (EST) timeline, a 1-year service plan addendum was created which builds on the 2021 2-year OW Service Plan.

[The 2023 service plan addendum](#) speaks to the OW vision and mandate of the Manitoulin-Sudbury DSB and provides an environmental scan of our caseload and all employment programs that are offered. This environmental scan includes a breakdown of the Manitoulin-Sudbury DSB caseload by geography, family composition, and by length of time on assistance in January 2023, as well as the average OW caseload from 2003 to 2022.

The service plan also provides an overview of program management including service delivery rationale, OW intake, and an overview of family support, outcome management, employment services, training, and workshops, basic education, employment placements, community placements, LEAP, child care, and assistance available to victims of domestic violence.

Outcome strategies are also outlined along with detail on the link to our outcome measures. As part of the employment plan, various stakeholders are contracted to provide programming, these stakeholders include Cambrian College, Alpha en Partage and Canadian Mental Health Association. Employment targets were met in both 2021 and 2022.

Community Engagement to Address Food Insecurity

On February 24, 2023, a [letter](#) composed by Public Health Sudbury and Districts (PHSD), which includes a resolution from the February 16, 2023 Board of health meeting, was addressed to Premier Doug Ford. The resolution highlights the need to prioritize food security and shift the focus from food charity to income-based solutions. The resolution also outlines the health consequences of food insecurity, such as the negative effect on mental and physical health, and the detriment to an individual’s ability to lead a gainful, healthy, and self-sufficient life.

The Manitoulin-Sudbury DSB has expressed support of the call on the provincial government to incorporate local food affordability findings in determining adequate levels of social assistance.

Employment Ontario

The Employment Services (ES), Youth Job Connect (YJC) and Youth Job Connect Summer (YJCS) programs continue to be advertised and delivered from the Chapleau office.

From January to March 2023

- There were 10 new registrations for Employment Services and 5 files were closed for various reasons including employment.
- There were no new registrations in the YJC program.
- There were no new registrations in the YJCS program – the program will resume in the next fiscal year. The employment consultant will be visiting the schools in late March and early April with training starting in May.
- 371 individuals and 6 employers were assisted by Employment Services.
- Through our partnership with ALPHA, the First Aid/CPR course was offered in January and the Food Handlers course was offered in March.

Community Housing

Waiting list (Applicants)

Total applications at end of quarter 1 is 812. The applicant breakdown is as follows:

1 Bedroom	637	2 Bedroom	83
3 Bedroom	52	4 bedroom	40

Direct Shelter Subsidy (DSS)

Staff continue to identify and complete the application process with eligible applicants for the DSS program. All applicants receiving the benefit are deemed housed. As of the end of this quarter there were 196 active DSS recipients. At the end of Q4 of this year there were 201 recipients and at this time last year there were 219.

Income Mixing

Per DSB Policy, every effort is being made where the waitlist allows, to mix the Community Housing Buildings with RGI, Affordable and Market Rent Tenants. As of the end of this quarter we have successfully secured 11 market rent tenants and 104 affordable rent tenants. This represents 4% and 38% of our portfolio. This represents an increase of 1 market rent tenant and 7 affordable from last quarter. Last year at this time we had 10 market rent tenants (3.6%) and 80 affordable (29%)

Smoke Free Housing – Unit Count-down

As of the end of the 1st quarter of 2023, 200/275 of the portfolio's units are designated as Smoke-free. This represents 72% of the full portfolio currently. Units are designated as turn-over occurs.

Canadian Mental Health Association – Community Mobilization

In February the Board reviewed and approved the [Canadian Mental Health Association Espanola and Area Situation Table/Sudbury East Mobilization Table 12 Month Report](#). Community Mobilization is a partnership of agencies from various community sectors including health, children's services, policing, education, mental health and addictions, housing and municipal services. There are 2 Community Mobilization Tables in the District: 1 for the LaCloche area and 1 for the Sudbury East area.

2023-24 Planned Funding Allocations for Provincially Delivered Housing and Homelessness Prevention Programs

On February 3rd we received [correspondence](#) regarding funding for the 2023-24 fiscal year for our housing and homelessness prevention programs.

The Manitoulin-Sudbury DSB has received an increase to the Canada-Ontario Community Housing Initiative (COCHI) allocation in the amount \$32,137, a decrease to the Ontario Priorities Housing Initiative (OPHI) in the amount of \$8,600, a decrease to the Canada-Ontario Housing Benefit (COHB) of \$21,200 and as of this report no change to the Homelessness Prevention Program allocation. Staff are reviewing local needs for all programs and will begin working on investment plans.

Community Housing Policy 2.3 Centralized Waiting List and Tenant Selection

The Manitoulin-Sudbury DSB has revised its [Community Housing Policy 2.3, Centralized Waiting List and Tenant Selection](#). The revision provides an update on the Market Rent

Income Limits for any new Community Housing construction or acquisitions, there are no changes for the existing portfolio.

Little Current Project – New Build

The new building construction in Little Current continues to progress well. There are 2 – 2-bedroom units and 10 – 1-bedroom units. The 2 Bedroom units are fully accessible. Staff are working on preparing for occupancy in the coming months.

Capital Projects with Housing Services Corporation

Manitoulin

The Scheduled Electrical Work for Little Current and Manitowaning is now in the planning stages with confirmation from the contractor of the arrival of all necessary components. The work is being scheduled and should be completed by the end of the next quarter pending all necessary permitting and ESA approvals. This work is partially funded using COCHI dollars.

Balcony repairs and rehabilitation in Little Current and Manitowaning required some additional work from the contractor due to poor curing of the concrete. Grinding and reparging in Little Current was delayed due to weather and will continue into spring. The contractors will be back on the job site to complete the necessary work and additional painting in April if weather permits. This work is also partially funded using COCHI funds.

A new contractor has been sourced for the balcony reconstruction in Mindemoya and the work will commence later this Spring. The other balcony work under the prior contract is complete and inspections done on site.

Lacloche-Manitoulin

The Roof Replacement tender was awarded for both Gore Bay (3 Water St) and Espanola (60 Barber). To date, the specifications have been completed and the product is being ordered. This project is scheduled to be completed 2 weeks from the start of the project in May and will have little disruption to residents.

The Organization has also undertaken a tender to review the requirements for replacement of 3 Make up Air handling units within the portfolio. These units are original and are beginning to fail universally. The awarded vendor will determine the specifications and required drawings for the tender. Work is scheduled to be done this summer.

Work Orders

In Q1 a total of 225 Work Orders were generated: 160 for Community Housing; 10 for Administration Offices, and 55 for Paramedic Services. There was a total of 147 Work Orders closed or resolved during that time. There were 9 work orders for unit turnovers;

3 family units and 6 for apartments. Work orders are closed if the work is done in-house, or when the invoice is paid from an outside source.

Donna Stewart

Chief Administrative Officer

Manitoulin-Sudbury District Services Board

Phone: 705-222-0499

E mail: donna.stewart@msdsb.net

Website: www.msdsb.net

Manitoulin-Sudbury DSB								
1st Quarter Report (Unaudited)								
AS AT 3/31/2023								
Total Gross Budget				Municipal Share Budget				
	YTD	YTD	OVER(UNDER)	ANNUAL	YTD	MUNICIPAL	MUNICIPAL	Over(Under)
	ACTUAL	BUDGET	BUDGET	BUDGET	MUNICIPAL	SHARE	SHARE	Budget
						FORECAST	BUDGET	Forecast
Ontario Works	\$ 519,977	\$ 568,441	\$ (48,464)	\$ 2,457,230	\$ 166,211	\$ 1,043,031	\$ 1,043,031	\$ -
100% Funded	\$ 1,434,093	\$ 1,632,424	\$ (198,331)	\$ 6,529,697				
Child Care	\$ 2,919,805	\$ 2,738,985	\$ 180,820	\$ 11,055,146	\$ 167,010	\$ 668,038	\$ 668,038	\$ -
Community Housing	\$ 705,362	\$ 741,153	\$ (35,791)	\$ 2,844,111	\$ 449,914	\$ 2,288,175	\$ 2,342,413	\$ (54,239)
100% Funded	\$ 33,398	\$ 198,796	\$ (165,398)	\$ 795,185				
Paramedic Services	\$ 4,304,352	\$ 4,487,432	\$ (183,080)	\$ 16,684,916	\$ 1,473,832	\$ 7,259,699	\$ 7,114,541	\$ 145,158
Wiikwemikong, PTS, CP	\$ 1,029,738	\$ 1,202,936	\$ (173,197)	\$ 4,811,750	\$ 30,000	\$ 120,000	\$ 120,000	\$ -
TOTAL EXPENSES	\$ 10,946,726	\$ 11,570,167	\$ (623,441)	\$ 45,178,035	\$ 2,286,966	\$ 11,378,942	\$ 11,288,023	\$ 90,919
Interest Revenue	\$ (125,057)	\$ (24,791)	\$ (100,266)	\$ (99,163)	\$ (125,057)	\$ (300,228)	\$ (99,163)	\$ (201,065)
TOTAL EXPENSES	\$ 10,821,668	\$ 11,545,376	\$ (723,707)	\$ 45,078,872	\$ 2,161,909	\$ 11,078,714	\$ 11,188,860	\$ (110,146)

Actual to Budget	NET Municipal Variance	Explanation of Unaudited Municipal Share- AS OF March 31, 2023
Ontario Works	\$ -	Municipal share of administration expenses are forecasted to be on budget.
Child Care	\$ -	Municipal share of Child Care expenses are forecasted to be on budget.
Community Housing	\$ (54,239)	<p>(\$48,762) + (\$5,477) = (\$54,239) surplus</p> <p>Direct operated rev & exp and program support allocation is forecasted to be (\$48,762) under budget</p> <ul style="list-style-type: none"> - Rental Revenues are forecasted to be (\$8,644) more than budgeted. - Direct operating expenses are forecasted to be (\$19,326) under budget due to: <ul style="list-style-type: none"> utilities (\$17,276) under budget, salaries & benefits for custodians (\$26,346) under budget, maintenance expenses over budget \$42,920, other admin expenses under budget (\$18,624); - Program Support Allocation is forecasted to be (\$20,792) under budget. <p>Non-Profit, Rent Supp, and Urban Native expenses are forecasted to be (\$5,477) under budget.</p>
Paramedic Services	\$ 145,158	<p>Paramedic Services municipal share is forecasted to be \$145,158 over budget.</p> <p>The MOHLTC funding is forecasted to be on budget; but is possibly expected to be a surplus once funding announcements are received.</p> <p>Medic Staffing and Benefits is forecasted to be on budget.</p> <p>Non Wages are forecasted to be over budget by \$145,158</p> <ul style="list-style-type: none"> - Transportation & Communication is forecasted to be \$30,887 over budget - Program Support is forecasted to be (\$31,547) under budget - Vehicle repairs and maintenance are forecasted to be over budget by \$15,000. - Building repairs and maintenance, grounds and utilities are forecasted to be \$50,749 over budget - Supplies are forecasted to be \$80,069 over budget.
Interest Revenue	\$ (201,065)	Interest Revenue is forecasted to be (\$201,065) more than budgeted which results in a municipal surplus.
	\$ (110,146)	

Accounts for Payment May 25, 2023

Date	CK #	Account	Amount	Detail
May 25 2023	7903	Berry Boats	\$48.56	Lawnmower Maintenance
May 25 2023	7904	Bridal Veil Variety	\$685.67	Fuel
May 25 2023	7905	Encompass IT	\$4,182.46	Printer Set-up, Email, Server
May 25 2023	7906	Farquhar Dairies	\$498.92	Ice Cream
May 25 2023	7907	Freelandt Caldwell Reilly	\$11,300.00	Audit
Mau 25, 2023	7908	Identifiable Individual	\$560.65	Travel
May 25 2023	7909	Henderson Electric Manitoulin Inc.	\$300.82	Park Centre Maintneance
May 25 2023	7910	J K Automotive	\$186.45	Storage Rental
May 25 2023	7911	Laurentian Business Product	\$160.13	Photocopier
May 25 2023	7912	Lecoupe Arctic Glacier	\$501.44	Ice for Marina
May 25 2023	7913	Massey Wholesale	\$545.94	Supplies (cones, spoons etc)
May 25 2023	7914	Pitney Bowes Leasing	\$221.23	Postage Machine Lease
May 25 2023	7915	Public Health Sudbury & Districts	\$5,112.78	Public Health Charges
May 25 2023	7916	Purolator Courier Ltd	\$237.00	Courier - parts for PW
May 25 2023	7917	Steele's Home Hardware	\$315.87	Supplies & Maintenance for Marina
May 25 2023	7918	Strongco	\$5,111.39	Parts for PW
May 25 2023	7919	UCCM Castle Building Supplies	\$24.40	Light Bulbs
		Total	<u>\$29,993.71</u>	
Direct Debit				
May 25 2023	DD	LBPC Leasing	<u>\$175.00</u>	
		Total Accounts Payable	\$30,168.71	



BY-LAW NO 2023-45

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH EXP SERVICES INC FOR THE ENGINEERING OF THE OLD MILL ROAD BRIDGE

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

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

AND WHEREAS the Council of the Corporation of the Township of Billings deems it expedient to enter into an agreement with EXP for Engineering Consulting Services for Design Process for the replacement of the Old Mill Road Bridge in the amount of \$64,627.00 excluding HST;

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

- 1.0 THAT the Corporation of the Township of Billings hereby authorizes entering into an agreement with EXP Services Inc. to provide Engineering Consulting Services for Design Process for the replacement of the Old Mill Road Bridge in the amount of \$64,627.00 which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 THAT the Corporation of the Township of Billings hereby grants an exemption to the procurement policy requiring the solicitation for three bids for the project.
- 3.0 THAT the Mayor and CAO/Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and to affix the corporate seal of the Township of Billings.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Engineering Agreement - Old Mill Road Bridge Replacement By-Law"

READ a FIRST and SECOND TIME this 6th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 6th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



Old Mill Road Bridge Replacement

The Corporation of the
Township of Billings

SUD-22021054-A0

TECHNICAL PROPOSAL

Submitted by

EXP

885 Regent Street | Sudbury, ON P3E 5M4

t: +1.705.674.9681 | exp.com



May 11, 2023

The Corporation of the Township of Billings
15 Old Mill Road, P.O. Box 34
Kagawong, ON P0P 1J0

Re: SUD-22021054-A0 | Kagawong Bridge Replacement – Engineering Consulting Services for Design Process

EXP is pleased to provide this proposal in response to The Corporation of the Township of Billings' request for proposal. EXP intends to meet all the technical and schedule requirements.

EXP has extensive experience and an excellent reputation in bridge and roads projects. From master planning and feasibility, to detailed design, tendering and construction management services, we work in partnership with our clients to implement innovative solutions that create outstanding value, while improving quality of life in our communities. Our team will be led by Steven Kacan, who brings over 8 years of experience in the industry. He understands that successful projects are partnerships between the client, stakeholders and the project team. Our team has the breadth and depth of services required to support the Township in its efforts to successfully deliver this project. We are confident that the Township will acknowledge that our EXP team is truly the best choice.

We are well-positioned to provide exceptional service on this project. We truly look forward to the opportunity of working with you, and we are available to discuss this opportunity further with you at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Steven Kacan". The signature is fluid and cursive.

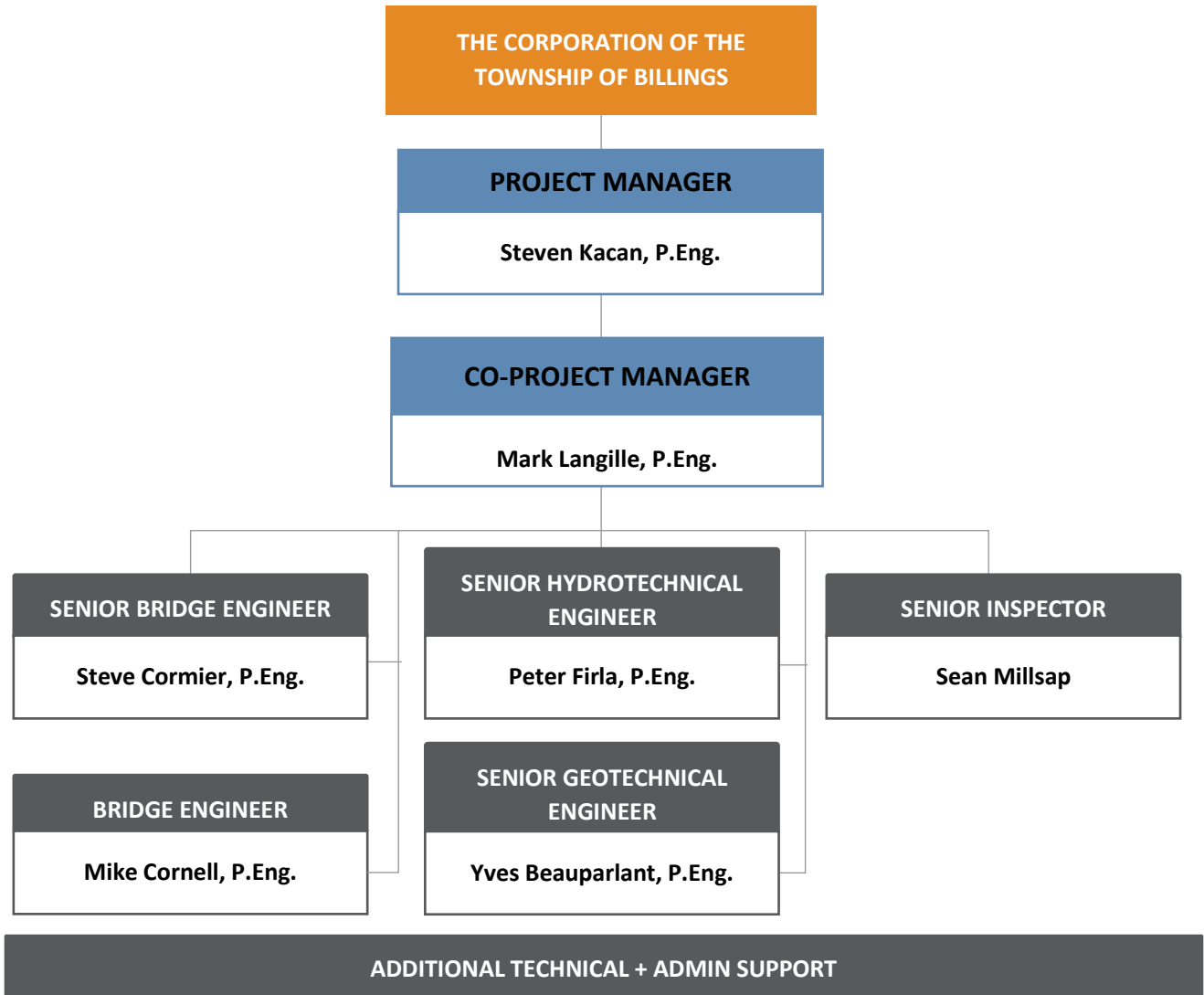
Steven Kacan, P.Eng.
Project Manager

Table of Contents

- 1 Project Team’s Experience 1**
- 2 Project Understanding 3**
- 3 Objectives 3**
- 4 Work Plan, Methodology + List of Deliverables 4**
- 5 Deliverables 10**
- 6 Added Value 10**
- 7 Project Schedule 10**
- 8 Financial 11**

1 Project Team’s Experience

Our team is led by EXP’s proposed Project Manager – Steven Kacan, P.Eng. The EXP team will deliver this project through our Sudbury office, which is fully staffed with the technical resources required for the assignment.



The experience of each key team member is summarized below including the involvement and function of each member during various projects, and their qualifications. Resumes for each team member are provided in **Appendix A**.

STEVEN KACAN, P.ENG. | PROJECT MANAGER

Years of experience: 8+

Steven will be the Project Manager for this project. Steven possesses over 8 years of experiences in the Civil Engineering Industry, with 5 of those years working at EXP in the infrastructure Department. In the course of his time at EXP, Steven has worked on an array of projects that include Road Design, Sanitary and Storm Sewer Design, Site Grading and Drainage Design, Pre-Construction and Post-Construction Stormwater Analyses, Feasibility Studies, Construction Inspection, Contract Administration, Foundation and Subgrade Inspections, and Hydrotechnical Analyses.

MARK LANGILLE, P.ENG. | CO-PROJECT MANAGER

Years of experience: 30+

Mark will act as the co-Project Manager and Senior Engineering Lead. Mark is a senior mechanical engineer with over 29 years of experience in management, project management and civil and mechanical engineering. He has experience on projects involving water distribution systems, sanitary sewer, sanitary and drinking water pumping stations as well as large multi discipline industrial projects. Mark has worked as a Designer, Project Manager, Construction Superintendent, and contract Administration during his professional career.

1.1 Key Team Members

Name, Credentials Role	Summary of Skills + Experience
STEVE CORMIER, P. ENG. SENIOR BRIDGE ENGINEER	Steve is a dedicated Structural Engineer who brings to the project team 13 years of experience and extensive involvement with bridge rehabilitation projects, feasibility engineering studies, preliminary design, detailed design, finite element analysis, procurement package preparation and construction support. He is familiar with design requirements in various design codes including, MTO manuals, Canadian Highway Bridge Design Code, and Ontario Building Code. He will be the Lead Bridge Engineer responsible for the detailed design and preparation of specifications.
MIKE CORNELL, P. ENG. BRIDGE ENGINEER	Mike is a Structural Engineer with seven years' experience. He primarily holds design roles in a variety of structural projects. He conducts field reviews and inspections as well as evaluation and design of structures including bridges, buildings, and earth retaining structures. In addition, he assists senior engineers with writing reports detailing observations of structural reviews and recommending rehabilitation strategies as well as proposals. Mike has experience with the performing and checking of engineering calculations for structural analysis and design, drafting, quantity take-off estimates and carrying out inspections for construction.
PETER FIRLA, P.ENG. SENIOR HYDROTECHNICAL ENGINEER	Peter brings strong infrastructure engineering as well as environmental and civil engineering skills for the benefit of the hydrological and hydraulic design of a variety of bridge and culvert projects. Peter applies best practices in this area of expertise. Some of Peter's relevant experience includes: Nepewassi Lake Bridge for the Municipality of Markstay-Warren; Nature's Trail Bridge for the Municipality of West Nipissing; Kelly Lake Road Culvert Replacement for the City of Greater Sudbury; and Kootenay Plains Creek Culverts for Alberta Transportation.

YVES BEAUPARLANT, P.ENG. |
SENIOR GEOTECHNICAL
ENGINEER

Yves has worked as a geotechnical consultant as well as a field quality control inspector during his 20+ year professional career. He has broad experience in managing a wide range of geotechnical/environmental projects for clients including federal, provincial, and municipal governments; residential and commercial developers; mining companies; and, energy companies. He has substantial field and management experience with staff sizes ranging from 7 to 30 individuals and is currently the Manager of Earth and Environmental Services for Northern Ontario. Yves will oversee all geotechnical aspects of the project, monitor quality, and assume overall responsibility for the successful completion of the project on time and on budget.

SEAN MILLSAP | SENIOR
INSPECTOR

Sean has over 38 years of experience in inspection, construction supervision and contract administration of municipal servicing, transportation, and site and subdivision development projects. He is very familiar with all aspects of construction. Some of Sean's responsibilities typically include: Inspection duties including photographs and field notes, measurements, red-line drawings, payment quantities, review of changes, application of specifications; Ensure the contractor compliance with the standards and specifications of the contract documents; Prepare daily progress reports. This includes works orders, materials delivery, and daily inspections; Co-ordinate and co-operate with client project manager during their site inspections; and monitor contractor QA/QC activities and maintain relevant records.

2 Project Understanding

Old Mill Road Bridge is 9.75 m single span, wood deck on steel girder bridge crossing the Kagawong River adjacent to the local marina. It is founded on wood crib abutments with stone wingwalls. The existing bridge is load posted and was damaged during construction of an unrelated project leading to closure of the structure. Given the condition and age of the existing structure, the Township has decided to replace rather than repair the bridge.

EXP understands that replacement of the bridge presents environmental challenges as the Kagawong River is a fish sanctuary with strict in-water work windows. It is further understood that replacement of the structure was not planned and that a cost-effective design is preferred. It is therefore essential to complete the Project on time and within the approved budget. In preparing this Proposal, our Project Manager and technical team have made sure that they understand the challenges of the present mandate and have delegated competent, available resources in sufficient numbers to assure delivery of the Project within deadlines and budget and according to the expectations of the Township. The project team assembled for the Old Mill Road Bridge Project includes experts in bridge engineering, bridge hydrology and hydraulics, and environmental assessments, with additional experts in geotechnical engineering, and public consultation in-house should any unforeseen circumstance arise. During the construction phase of the Project, our experienced Contractor Administrator and Inspectors will ensure the new Old Mill Road Bridge is constructed in conformance to the construction specification. Our goal is to provide an environmentally friendly, aesthetically pleasing, and cost-effective design.

3 Objectives

The objectives of this assignment are as follows:

- **Environmental Clearance**
 - Conduct and complete Schedule B Environmental Class EA, and
 - Consult with the MNRF and DFO, and Complete required permit applications.

- **Geotechnical Investigation** – develop a field program specific to the needs of this project in order to obtain information on the general subsurface soil, bedrock and shallow groundwater condition at the site by means of a limited number of boreholes and geotechnical laboratory tests. Based on our interpretation of the factual information collected, a general description of the subsurface condition along with foundation design recommendations will be determined.
- **Hydrology Analysis** – create hydraulic model of the proposed bridge and stream profile based on the topographic survey, calculate peak flow intensity and water elevation for specified design return period. This will also include a review of the existing adjacent flow relief culverts.
- **Bridge Engineering** – detailed design of the bridge replacement utilizing a steel modular bridge, preparation of construction drawings, specifications, and tender documents ready for tendering.
- **Contract Administration** – provide construction administration, construction inspection and periodic construction reviews, and construction material testing.

These objectives will be met through the following work plan and methodology.

4 Work Plan, Methodology + List of Deliverables

The following Sections outline EXP's approach and methodology in support of our commitment to complete the services.

4.1 Project Initiation

A project kickoff meeting with the Township will be held at the project onset to introduce the project team, review the project schedule/workplan, communications and consultation plan, and key success criteria. Any adjustments to the project plan and schedule will also be discussed and agreed to during the kick-off meeting. The EXP team will identify background information required from the Township (if available) and conduct site visits to gather geotechnical information and survey data.

4.2 Engineering Agreement

Upon acceptance of our proposal, EXP is prepared to enter a Consultant Services Contract with the Corporation of the Township of Billings in accordance with the terms outlined in this proposal document.

4.3 Project Quality System

In Ontario, EXP's roots date back to 1906. Such sustained service demonstrates our firm's commitment to provide quality services tailored to each client's needs, through a strategic partnership with our client. Our team spirit and retention of personnel, the quality of our achievements, our qualifications and creativity as well as our great dedication to abide by set budgets and timelines are undoubtedly among the reasons why our clients often come back to us for several additional projects.

In order to provide effective engineering services based on our client's objectives, we offer:

- A well-defined working plan (client needs; construction requirements; financial, technical and physical restrictions; individual team member assignments; innovative concept; clear preliminary plans; accurate final plans and specifications; and diligent supervision).
- Technical resources with considerable experience as well as stability with EXP, guaranteeing the continuity of the team assigned to the project.
- A quality assurance process – contract review, start-up meeting, deliverables and costs monitoring, validation (quality and cost control), and document management – overseen by the Design Committee and intended to challenge the Project Manager and Design Team. The Quebec offices of EXP were certified ISO 9001 in January 1996 and the certification has since been reconfirmed numerous times by our registrar, Intertek. Our certification covers

all engineering services provided by EXP, including the rail and bridge functions. It should be noted that EXP has full-time in-house ISO 9001:2008 specialists to ensure that the quality management system remains current and proactive.

- Adequate material resources and effective management tools.
- A sustainability-minded technical approach (LEEDTM accredited personnel, member firm of the Canada Green Building Council).

4.3.1 Delivery of Quality Documents

Communications between the client and the professionals are handled by the Project Manager. This is the person who will receive the information from the client and communicate it to the appropriate team members. The Project Manager also provides the agreed upon deliverables to the client.

In addition to coordination meetings with the client, EXP will hold several meetings internally to work closely with all groups involved in a project. Design reviews are planned prior to each document delivery in accordance with the company's Quality Manual. These design reviews ensure that the stated requirements have been met and that any compliance issues are identified and corrected. A Design and Quality Assurance Committee ensures that the quality system is monitored and documented.

All of these efforts lead to our fundamental objective, which is to consistently meet or exceed our client's expectations. Adherence to budget, deadlines and effective codes and regulations, without compromising on the quality of the services rendered, is a motivating challenge for us.

4.4 Detailed Communication Strategy

We understand that a successful design and construction project requires effective communication and engagement with stakeholders. It is a delicate, multi-directional process. Information communicated to stakeholders must be received and understandable, and information received from the stakeholder must be integrated, as necessary, into the project. To achieve efficient communication, our project team will develop a detailed communication strategy with milestone deadlines for the Township's review and input. EXP's Project Manager will work closely with the Township's Project Manager and any assigned communications staff on:

- Identification of target stakeholders;
- Planned consultation mechanisms, activities and timeframes; and
- Implementation tasks and schedule.

4.5 Methodology + Work Plan

4.5.1 Approvals

The project team will determine from which agencies it will require approvals before the project can proceed. Initial contact will be established with the affected agencies to determine their requirements. These agencies would include:

- Ministry of Natural Resources and Forestry (MNRF),
- Department of Fisheries and Oceans (DFO), and
- Various utility companies.

4.5.2 Topographic Survey

The topographic survey will include all elevations within the road Right of Way (R.O.W.), for a distance of 150 m each way from The Old Mill Road Bridge, at intervals not exceeding 20 m using state-of-the-art electronic survey equipment, along with a stream profile along the river within 100 m of the bridge. Furthermore, the survey will also

extend 150 m in both directions. Utility poles, guy wires, and other appurtenances will be transferred to our digital base plan. All survey work will be conducted to NAD 83 Geodetic Datum for both vertical and horizontal controls. Legal survey is not included as part of the scope of services discussed herein.

4.5.3 Geotechnical Investigation

Field Program

Prior to site mobilization, all public underground utilities will be cleared by EXP. Public buried service locates typically take 5 to 7 business days to obtain.

EXP will advance a total of four (4) boreholes for the replacement bridge. One (1) borehole will be advanced at each proposed abutment location. The abutment boreholes will be advanced to 10 m depth or to refusal on suspected bedrock, whichever is less. Bedrock, if encountered, will be cored 3.0 m at one (1) abutment borehole location. One (1) borehole will also be advanced at each approach location. The approach boreholes will be advanced to 6 m depth or to refusal on suspected bedrock, whichever is less. All boreholes will be advanced using a truck mounted, CME-55 drill rig. The sampled boreholes will be advanced using hollow stem augers and split spoon sampling equipment. Soil samples will be obtained at 0.75 m intervals for the upper 3.0 m and 1.5 m thereafter. The Standard Penetration Test (SPT) "N" values will be recorded at each sample interval. Should cohesive soils be encountered, field vane tests will be performed at regular intervals and Shelby tube samples will be obtained. Bedrock coring will be completed with NW casing and NQ core barrels.

During the field investigation, a technician from our office will be on-site to supervise the geotechnical investigation and collect and log the soil samples. All soil samples will be carefully packaged and transported to our laboratory for further examination and testing.

Groundwater levels will be measured in each borehole prior to backfilling. The boreholes will be backfilled with the augured material and sealed with bentonite.

All boreholes will be laid out in the field by EXP's geotechnical staff. All borehole locations and elevations will be obtained by means of hand-held GPS.

If unexpected or problematic soil conditions are encountered during the field investigation, which may affect the scope of work, you will be notified prior to the removal of the drill from site in order to determine a suitable plan of action.

Office Program

At the completion of the field investigation and laboratory testing, EXP will conduct an evaluation of subsurface conditions and prepare a geotechnical report which will provide the following:

- A plan showing the locations of the boreholes;
- Boreholes logs;
- Detailed descriptions and properties of soil, groundwater, and bedrock conditions encountered and associated design parameters;
- Laboratory test results;
- The appropriate types of foundations (shallow or deep) and associated recommendations that are best suited for the anticipated loads on the subgrade;
- Approach recommendations, including recommendations for vertical grade changes;
- Limit States design parameters;

- The total and differential settlement expected;
- Unit density of soil and coefficients of active and passive earth pressures for design of members resisting lateral loads;
- Estimated site classification for seismic response;
- Engineered fill requirements below the proposed foundations;
- Frost considerations;
- Excavation and dewatering requirements;
- Recommendations for the re-use of excavated soil;
- Backfilling requirements including types of imported fill and levels of compaction; and,
- General construction recommendations.

All design recommendations shall be in accordance with the appropriate codes and legislation. The final report will be signed and sealed by a qualified geotechnical engineer registered in the Province of Ontario.

4.5.4 Class B Environmental Assessment and Environmental Clearance

With respect to the Class EA process for this project, it is understood that the project scope will likely fall within the Class EA category Schedule B project, as the channel cross-section at the structure will be increased by both the removal of the centre pier and wider channel opening resulting from the increased span of the anticipated 50 ft modular bridge. The Schedule B Class EA involves preparation of a notice letter describing the project and location to be published, with a 30-day wait period for both the initial notice of project, as well as final notice (for the purpose of inviting comment), and a file of responses being maintained thereto. Notifications may be in the form of a newspaper ad as well as through posting on the Township's "News and Notices" website, as well as letters mailed out to residents near the bridge, groups, utility companies, First Nations, and government authorities (MOE, MNRF, etc.). Feedback received may affect the design. Ultimately, a summarizing EA report is provided which describes the comment received, the responses, and has copies of the notifications in the appendices.

Furthermore, in consultation with the local MNRF during the early stages of the project, we will prepare the appropriate MNRF Application for Work Permit forms related to Water Crossings. Related construction requirements from the MNRF as part of the Permit conditions will be incorporated into the detailed design. Note that additional special studies and reports, such as Species at Risk Act studies, archaeological studies, fish habitat, background studies on the local environment, etc., if required, would be additional to the scope of the proposed design.

Finally, based on a preliminary assessment of the fish species that are present and in consultation with the *In-water Work Timing Window Guidelines*, Ontario Ministry of Natural Resources, March 11, 2013, it is expected that in-water work is restricted from September 1st through to July 15th of the following year. These details will be confirmed with the Local MNRF office during the first phase of the project.

4.5.5 Hydrology

The subject crossing carries Old Mill Road, above the Kagawong River. To carry out a detailed assessment of the hydraulic capacity of the proposed replacement bridge and the adjacent relief culverts, the hydrological portion of the project will commence with the confirmation of the peak design flow to use for the analysis.

A review will be carried out for this location with the Township, and per standard Canadian Highway Bridge Design Code guidelines to determine the most appropriate design return period for calculating the peak design flow. In order to determine a reliable peak flow figure, the design flow at the site will be based on a review of multiple sources, which will include:

- Review of relevant information from any past site reports, observations, or other design information, which may be available for the existing bridge at the site, via an inquiry to the Township's archives. Available information may be based on older flow statistics and/or calculation methods, and not necessarily as reliable as a fresh hydrological assessment, but any relevant data in the reports will be compiled and used for consideration of the subject site's design flow.
- Review of this bridge location using the Ministry of Natural Resource's on-line watershed calculation database, the Ontario Flow Assessment Tool (OFAT) will be carried out to obtain estimates of the subject bridge's watershed area, slope, and the geography of the watershed (e.g., forest cover and lake area effects on runoff), which will guide design flow calculations.
- Empirical calculations will be used, based on the approach provided in the most current MTO Drainage Manual, specific to Northern Ontario-type watersheds via the Modified Index Flood Method, as well as the Northern Ontario Hydrology Method as applicable.
- Unfortunately, there are no known stream gauges in the bridge locale, per an inquiry to the Environment Canada database of gauges.

The design flows determined from the above sources will be compared and considered, and a representative peak design flow will ultimately be selected, from which will be determined the hydraulic capacity of the existing bridge, as well as other proposed design alternatives that may be included in the selection process. An examination of characteristics of the local channel, substrate, and stream banks using both visual observations and the site survey will help to determine: the local roughness coefficient of the natural channel, and potential local obstructions or hydraulic barriers to flow.

The topographical survey will provide existing elevations and grades related to local built infrastructure such as roads and homes, as well as the local upstream and downstream channel cross-section, the grade of the water surface, and the stream bed itself, along with detailed dimensions and elevations at the existing bridge. The effect of the design flow on the existing and proposed bridges can be determined, as well as the proposed opening's total hydraulic capacity, to ensure sufficient freeboard at local built structures. Using an appropriate hydraulic modelling program, the design flow will be tested upon the proposed replacement bridge, in order to ensure that it will provide sufficient capacity for the peak design flow. It is assumed that the adjacent existing relief flow culverts will remain in their current location; their contribution to the stream's flow capacity will be taken into account with the hydraulic flow model.

Details about the above hydrological review, hydraulic analyses, findings, and conclusions will be included in a hydrology report design brief as part of the bridge design prior to detailed structural design of the preferred bridge option. Assuming the replacement bridge span allows them to remain, a review of the existing adjacent culverts will also be taken into account, and their capacities and details with respect their effects and potential benefits under varying flow conditions.

4.5.6 Detailed Design Drawing and Specifications

EXP will design the bridge approaches to conform to the requirements of applicable Ontario Geometric Design Guide for Canadian Roads.

EXP will design new abutments to support the bridge. It is understood that a prefabricated modular steel bridge is preferred.

We will carry out the design work in accordance with the latest edition of all design codes and standards including but not necessarily limited to the following:

- CAN/CSA-S6-19 Canadian Highway Bridge Design Code,

- MTO Structural Manual,
- MTO Contract Design, Estimating and Documentation Manual, and
- Ontario Provincial Standards.

All reports and construction drawings will be stamped by both the design and design check engineers.

Examination of Background Information

All relevant background documents will be collected and reviewed. This will include OSIM reports and existing surveys available from the Township, including all ownership information available.

Our lead bridge engineer responsible for the design and members of our bridge design team will also visit the site to familiarize ourselves with the site conditions. Special topographic features and design and construction restraints will be identified during this visit.

Detailed Design

EXP project team will complete the detailed design of the replacement structure and of the Old Mill Road Alignment, as required to accommodate any change in the Old Mill Road vertical or horizontal alignment. The work will include the following:

- Detailed plan & profile for Old Mill Road bridge approaches on both sides. Design will tie back into Old Mill Road approximately 50m east and west of bridge,
- All calculations and references regarding horizontal & vertical alignment, and traffic control measures used in final design will be documented,
- Sections & Details – Cross sections and detail drawings will be included in final deliverable,
- Detailed Bridge Abutment/Foundation Designs – Design will adhere to all applicable design codes and MTO standards and guidelines,
- Coordinate utility relocation/adjustments as required,
- Confirm Municipal Class EA status and complete all remaining prescribed activities,
- Submit design drawings at 60% and 90% completion stage providing the Township officials with the opportunity to review and make any comments, and
- Issued for Construction – Drawings and Specifications. We will prepare the necessary documents which will include all detailed construction drawings and specifications.

4.5.7 Contract Administration and Construction Review

- Construction Administration – Chair start-up and progress meetings. During construction, our Contract Administrator will oversee onsite inspection activities, review & respond to payment submissions, change orders, and requests for clarification. The design engineers of the project will also be available for consultation on technical issues during construction.
- Construction Reviews – Our inspector will review the construction at various mile-stone phases to ensure the work is performed in general conformance to the design and specification.
- Quality Assurance – Construction quality assurance services will generally include subgrade review, backfill compaction testing, concrete testing, granular and asphalt compaction testing. We will also conduct laboratory material testing including concrete compressive strength, Gilson sieve analysis, and standard proctor testing to ensure construction materials supplied are in conformance to Specification.
- Post Construction – prepare Substantial Completion Certificate, conduct final site review.
- As-Built and Record Data – Upon completion of the construction, we will prepare and submit as-built drawings and relevant construction records such as Change Orders, material testing results, etc.

5 Deliverables

All deliverables including drawings and specifications identified in the Request for Proposal document will be submitted to the Township, according to the Project Schedule, by EXP in the specified media and format. The following list of deliverables are anticipated for the scope of this project.

- Project Kick-off Meeting Minutes
- Geotechnical Investigation Report
- Hydrology Report
- 60% Design Review Meeting and Minutes
- 90% Design Review Meeting and Minutes
- Acquired Permits from Governing Agencies (as required)
- Pre-Construction Meeting Agenda and Minutes
- Bi-Weekly Progress Meeting Minutes
- Progress Payment Certificates
- Substantial Completion Certificate
- Contract Completion Certificate
- As-built Drawings

6 Added Value

EXP is uniquely situated to provide all the required services, in house as a single service provider. This not only provides seamless transition between the various disciplines involved and phases of the project, but also streamlines communication between the entire project team, from project award through to client satisfaction at project completion. This ultimately leads to providing results in a timelier fashion, while maintaining a higher level of quality. This is critical for a project of this nature with such a small in-water work window and focus to re-opening unrestricted traffic over the Old Mill Road Bridge in the 2023 Construction Season.

Furthermore, it should be noted that, if the results of the hydraulic analysis indicate that the hydraulic capacity of the existing bridge opening is inadequate and needs to be increase, it may negatively impact the residents immediately downstream by allowing flows to move faster with less restriction past the subject bridge, to potentially downstream flooding conditions. The extent of this undesirable condition, if any, will be determined through the hydraulic model and should mitigation measures be required, such as bank stabilization or modifications, EXP can provide a change order to address the issue in a timely manner, once they have been identified.

7 Project Schedule

The project schedule is to be determined.

8 Financial

8.1 Project Fees

A comprehensive analysis of the services to be provided for this assignment have been undertaken and an estimate of cost, on a time basis plus disbursements, has been prepared for the Work Plan outlined in this Proposal.

The total estimated cost presented herewith can be considered an upset limit and will not be exceeded without approval, in writing, from the Corporation of the Township of Billings. Municipal EA and Environmental Clearance/Permits professional fees are based on the assumption that this is a Schedule B Project, and that the Township owns the property on which the subject bridge is located. Please also note that all applicable permit fees and tender advertisement fee are not included in the following cost.

Project Management and Coordination.....	\$8,605.00
Structural Design	\$26,732.00
Hydrology and Design Flow Analysis	\$7,500.00
Municipal Class EA Schedule B	\$3,200.00
Permitting (MECP, DFO, TC, MNRF)	\$2,945.00
Site Grading/Approach Alignment	\$3,280.00
Geotechnical Investigation.....	<u>\$12,365.00</u>
	Total Estimated Fees (excluding HST) \$64,627.00
Contract Administration and Inspection	\$4,100.00/week

(Allowed for 12 hours per day at 3 days per week, including travel and 5 hours per week for Contract Administration)

8.2 Hourly Rates and Disbursements

The hourly rates of key staffs and disbursement cost are as follows. These charge-out rates will be used for extra work authorized by the Township to be completed in 2023.

Staff	Hourly Rate
Senior Technical Review	\$205/hr
Project Manager	\$195/hr
Senior Geotechnical Engineer	\$190/hr
Senior Civil Engineer	\$180/hr
Senior Bridge Engineer	\$155/hr
Intermediate Engineer	\$130/hr
Junior Engineer	\$115/hr
Contract Administrator	\$85/hr
Technical Staff	\$90/hr
Administration Support	\$80/hr
Survey Crew	\$160/hr
Disbursements	
Mileage	\$0.69/km
Purolator	At Cost
Accommodations	At Cost



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BY-LAW NO 2023-46

BEING A BY-LAW TO AUTHORIZE ENTERING INTO A MASTER SERVICES AGREEMENT WITH NORTHERN 911

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

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

AND WHEREAS The Council for The Corporation of the Township of Billings deems it expedient to enter into a Master Service Agreement with Northern 911 to provide Emergency Response Centre Services;

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

- 1.0 THAT the Corporation of the Township of Billings hereby enters into a master service agreement with Northern 911 to provide Emergency Response Centre Services which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the CAO/Clerk is hereby authorized to sign on behalf of the Council for The Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and to affix the corporate seal of the Township of Billings.
- 3.0 THAT the Master Services Agreement dated June 1, 2023 is hereby authorized, ratified, and confirmed.
- 4.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Northern 911 Emergency Response Centre Services Agreement By-Law"

READ a FIRST and SECOND TIME this 6th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 6th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-47

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH COMPRINT SYSTEMS INCORPORATED "DATAFIX" FOR AN ELECTION MANAGEMENT SYSTEM BY-LAW

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

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

AND WHEREAS the Municipal Election Act, 1996, as amended, provides for provisions for the establishment of the voters list.

AND WHEREAS the Council of the Corporation of the Township of Billings deems it expedient to enter into an agreement with Comprint Systems Incorporated "Data Fix" to provide an electronic voter list management system ;

NOW THEREFORE the Council of The Township of Billings Enacts as Follows:

- 1.0 THAT the Corporation of the Township of Billings hereby enters into a Voter List Management Services agreement with Comprint Systems Incorporated "Data Fix" in the amount of \$3,300 over four (4) years which is attached as Schedule "A" and forms part of this By-Law
- 2.0 THAT the CAO/Clerk is hereby authorized to sign the Voter List Management Services agreement and any necessary amendments thereto on behalf of the Township of Billings.
- 3.0 THAT the Comprint Systems Incorporated "DataFix" Agreement dated May 11, 2023 is hereby authorized, ratified, and confirmed.
- 3.0 THIS By-Law shall come into force and effect upon passing.
- 4.0 THIS By-Law may be cited as "2023-2026 DataFix Election Management System Agreement By-Law"

READ a FIRST and SECOND TIME this 6th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 6th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-48

BEING A BY-LAW TO AMEND THE 2023 TOWNSHIP OF BILLINGS
COMMITTEE APPOINTMENT BY-LAW

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

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

AND WHEREAS the Council of The Township of Billings passed By-Law No. 2023-04 appointing persons to provide for and assist in the administration, protection, and management of the Municipality;

AND WHEREAS the Council of The Township of Billings deems it expedient to amend the By-law to appoint a person to the Short Term Rental Accommodation Rental Licensing Appeal Committee;

NOW THEREFORE the Council of The Township of Billings Enacts as Follows:

- 1.0 THAT Schedule 'A' to By-Law No. 2023-04 is hereby repealed and replaced with the attached Schedule 'A '
- 2.0 THAT all other provisions of By-Law No. 2023-04, remain in full force and effect.
- 2.0 THIS By-Law shall come into force and effect upon passing.
- 3.0 THIS By-Law may be cited as "2023 Township of Billings Committee Appointment Amendment (1)" By-Law

READ a FIRST and SECOND TIME this 6th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 6th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk

Boards / Liaison Committees of Council

Committee Name	Member Name
Manitoulin-Sudbury District Services Board	Jim Cahill – Council
The Board of Management for the District of Manitoulin Centennial Manor	Jim Cahill – Council
Manitoulin Municipal Association	Bryan Barker – Council David Hillyard – Council
Community Policing Advisory Committee	Bryan Barker – Council
The District of Manitoulin Provincial Offences Act (POA) Management Board	Bryan Barker – Council
Manitoulin Planning Board	Bryan Barker – Council
Joint Building Systems Committee	Vince Grogan – Council
Deer Management Advisory Committee	Bryan Barker – Council David Hillyard – Council
Welcome Centre Building Operations Committee	Jim Cahill – Council
Western Manitoulin Economic Development Committee	Jim Cahill – Council
Lake Mindemoya Stewardship Committee	Vince Grogan – Council

Committees of Council

Committee Name	Member Name
Billings Museum Committee	Michael Hunt – Council Barb Edwards Deb Flaxman Dianne Fraser Diane Larocque Brad MacKay Wes Newburn Treasurer – Non-Voting
Parks, Recreation and Wellness Committee	David Hillyard – Council Andrew Preyde Shannon Smith Catherine Joyce Meg Middleton Nathalie Fert Jenna Carter Deputy Clerk – Non-Voting
Climate Action Committee	Vince Grogan – Council Bob Clifford Paul Darlaston Chris Theijsmeijer Colen McKeever CAO/Clerk or designate – Non-Voting
Lake Kagawong Resource Committee	Vince Grogan – Council Bob Clifford Brian Foreshew Stan Pierce Steve Webber Ian Anderson Tom Imrie Chris Dietrich CAO/Clerk or designate – Non- Voting
Short Term Accommodation Rental Licensing Appeal Committee	Mayor or Deputy Mayor, CAO or Designate Brian Foreshew



BY-LAW NO 2023-49

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

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

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

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

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

1. THAT the actions of the Council of The Corporation of The Township of Billings at its Council Meeting held on June 6th, 2023 in respect to each report, motion, resolution or other actions recorded and taken by Council at its meetings, except where the prior approval of the Ontario Lands Tribunal is required is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. THAT the Mayor and CAO/Clerk, or such other official as deem appropriate are hereby authorized and directed to do all things necessary to give effect to the said action, of Council of the Township of Billings referred to in the proceeding section.
3. THAT the Mayor and CAO/Clerk are hereby authorized and directed to execute all documents necessary on behalf of the Council and to affix the corporate seal of The Corporation of The Township of Billings to all such documents.
4. THIS By-Law shall come into full force and effect upon final passage.
5. THIS By-Law may be cited as the "June 6th, 2023 Confirmatory By-Law".

READ a FIRST and SECOND TIME this 6th day of June, 2023

READ a THIRD TIME and FINALLY PASSED this 6th day of June, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk