



The Corporation of the Township of Billings

Council Meeting Agenda

September 5th, 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

Todd Gordon, Municipal Project Manager

Arthur Moran, By-Law/Health&Safety/Emergency Mgmt

Martin Connell, Fire Chief

1. Call to Order

Mayor Bryan Barker to call the meeting to order.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

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

4.1. Regular Council Meeting – August 1st, 2023

5. Delegation

5.1. Pinchin Environmental

Tim McBride, B. Sc., P. Geo., QPEAS Practice Specialist – Hydrogeology, Director, Landfill and Municipal Services, Alana Valle, B. Eng., Project Coordinator, EIT and Meagan Bradley, B.A. Project Manager, Environmental Due Diligence & Remediation, will be providing a presentation on the Kagawong Waste Disposal Site.

6. Committee Reports

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

6.1.1. Museum Committee Minutes: July 10th, 2023

7. Staff Reports

- 7.1. BE-2023-09-09- By-Law Information Update
- 7.2. HS-2023-09-07 Health and Safety Information Update
- 7.3. MPM-2023-09-13 Old Mill Road Bridge Project (2)
- 7.4. PW-2023-09-05 – Kagawong Landfill Monitoring Agreement – Pinchin
- 7.5. PW-2023-09-06 – Island Wide Waste Management (2)
- 7.6. TR-2023-09-11 Tariff of Fees - Planning
- 7.7. CAO-2023-09-18 Lake Kagawong Open House Information
- 7.8. CAO-2023-09-19 Service Recognition Draft Policy
- 7.9. CAO-2023-09-20 Health and Wellness Spending Account Draft Policy
- 7.10. CLK-2023-09-26 eScribe Agreement – Agenda Management

8. Old Business

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

9. Correspondence Requiring Direction

9.1. EV Charging Station

Staff have reviewed the request and recommend that staff be directed to review the initiative, costs, available locations and any grants or subsidies available AND FURTHER that it be brought forward during 2024 budget deliberations.

10. Information

- 10.1. AMO Delegation Letter
- 10.2. Modernizing Environmental Assessment Act
- 10.3. Red Tape Reduction for Designation Broadband Projects
- 10.4. Building Faster Fund
- 10.5. MPAC Property Assessment Update
- 10.6. Manitoulin Phragmites Project

Locations: Newburn (treated August 16th), Grandor (treatment not required), Windjammer (not yet treated) and Mud Creek (missed during initial Council discussion, to be treated after labour day weekend)

11. Accounts for Payment

- 11.1. Accounts for Payment to August 28, 2023 (*August 11, 2023 & August 28, 2023*)

12. By-Laws and Agreements

- 12.1. 2023-86 eScribe Agreement By-Law
- 12.2. 2023-87 Tariff of Fees By-Law
- 12.3. 2023-88 EXP Old Mill Road Engineering Amendment By-Law
- 12.4. 2023-89 2023 Pinchin Agreement for Annual Reporting and Monitoring for the Kagawong Landfill

13. Notice of Motions

14. Closed Session

14.1. Move into Closed Session

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(d)] Labour relations or employee negotiations, Personnel matter (3 items), AND pursuant to [s. 239(2)(f)] advice that is subject to solicitor-client privilege including communications necessary for that purpose – Old Mill Road Waterline project AND pursuant to [s. 239(2)(e)] Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality – Vehicle incident AND FURTHER returns to open session upon completion.

15. Report out of Closed Session

16. Confirmatory By-Law

16.1. By-Law No. 2023-89 Being the September 5th, 2023 Confirmatory By-Law

17. Adjournment

17.1. Motion to Adjourn

Document Accessibility

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The Corporation of the Township of Billings
Council Meeting Minutes
August 1st, 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

1. Call to Order

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

2. Approval of Agenda

2.1. Confirm approval of the agenda.

Motion 2023-405

Moved by Hunt Seconded by Cahill

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

Carried.

3. Disclosure of Pecuniary Interest

Councillor Hunt declared a pecuniary interest on item 7.5 CLK-08-25 PO Box upgrade and Community Mailbox Location – Councillor Hunt is the Post Master.

4. Adoption of Minutes

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

4.1. Regular Council Meeting – July 20, 2023

4.2. Committee of the Whole – July 20, 2023

Motion 2023-406

Moved by Grogan Seconded by Hillyard

THAT the July 20th 2023 Regular Council Meeting Minutes and the July 20th 2023 Committee of the Whole Minutes be adopted as presented.

Carried.



5. Delegation

5.1. Manitoulin-Sudbury District Services Board (DSB)

Western Manitoulin Council Orientation Session – CAO Donna Stewart

Donna Stewart, CAO of the Manitoulin-Sudbury District Services Board presented the Western Manitoulin Council Orientation Session to Council to explain the services that the DSB performs.

6. Committee Reports

6.1. Members of Council were provided with an opportunity to report on Committee and Board meetings. – *No updates*

6.2. Climate Action Committee Minutes – May 17th, 2023

Motion 2023-407

Moved by: Hunt Seconded by: Hillyard

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

Carried.

7. Staff Reports

7.1. CAO-2023-08-14 OPP Detachment Board

Motion 2023-408

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information Report CAO-2023-08-14.

Carried.

7.2. CAO-2023-08-15 OMERS

Motion 2023-409

Moved by Hillyard Seconded by Hunt

THAT the Township of Billings Council hereby approves transitioning to the OMERS benefit plan with an opt-in option provided to eligible full-time staff AND FURTHER approves the appropriate By-Law come forward on tonight's agenda.

Carried.

7.3. CAO-2023-08-16 Strategic Plan

Motion 2023-410

Moved by: Cahill Seconded by Grogan

THAT the Township of Billings Council hereby approves Report CAO-2023-08-16 AND directs staff to issue a Request for Proposal for a Strategic Plan for the Township of Billings with the amendment to Engagement Strategy increased to 30% and decrease



quality of approach to 10% AND FURTHER appoints the CAO/Clerk, MPM, Mayor and Deputy Mayor to the evaluation team.

Carried.

7.4. CAO-2023-08-17 Website

Motion 2023-411

Moved by Grogan Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CAO-2023-08-17 AND directs staff to issue a Request for Proposal for a new corporate website for the Township of Billings.

Carried.

7.5. CLK-2023-08-25-PO Box Upgrade & Community Mailbox Locations

Councillor Hunt left the meeting.

Motion 2023-412

Moved by Hillyard Seconded by Cahill

THAT the Township of Billings Council hereby receives for information report CLK-2023-08-25 AND FURTHER direct staff to forward concerns with the Arda Road community mailbox location.

Carried.

Councillor Hunt returned to the meeting.

8. Old Business

Council requested an update on the following:

pedestrian bridge – in progress, access bridge is in,

Firehall Status - moving forward, still tentative for September

9. Correspondence Requiring Direction

9.1. Manitoulin Phragmites Project: Phragmites in Billings

Judith Jones requested permission from Council to treat the identified areas with phragmites present in Billings in August.

Motion 2023-413

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby grants Judith Jones of the Manitoulin Phragmites Project permission to treat the identified areas in Billings as requested.

Carried.

10. Information

10.1. AMO Delegation Update

10.2. [No longer a Manitoulin hamlet, Kagawong blooms](#), Bonnie Kogos



Motion: 2023-414

Moved by Hunt Seconded by: Cahill

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

Carried.

11. Accounts for Payment

11.1. Accounts for Payment to July 19, 2023

Motion 2023-415

Moved by Hunt Seconded by: Hillyard

THAT the Township of Billings Council hereby approves, ratifies, and confirms the June 15, 2023 Accounts for Payment as presented.

Carried.

Add description to the 1M - project

12. By-Laws and Agreements

12.1. 2023-81 Adopt 2023 Budget By-Law

Motion 2023-416

Moved by Hillyard Seconded by: Grogan

THAT By-Law No. 2023-81 being a by-law to adopt the 2023 Municipal Annual Budget for the Township of Billings be read a first, second, third time AND FINALLY passed this 1st day of August, 2023.

Carried.

12.2. 2023-82 Adopt 2023 Tax Rate By-Law

Motion 2023-417

Moved by Hunt Seconded by: Cahill

THAT By-Law No. 2023-82 being a by-law to authorize the levying of tax rates and collection of taxes for the year 2023 for the Township of Billings be read a first, second, third time AND FINALLY passed this 1st day of August, 2023.

Carried.

12.3. 2023-83 Waterhouse Executive Search (Treasurer) Agreement By-Law

Motion 2023-418

Moved by Grogan Seconded by: Hillyard

THAT By-Law No. 2023-83 being a by-law to enter into an agreement with Waterhouse Executive Search for the Recruitment of a Municipal Treasurer for the Township of Billings be read a first, second, third time AND FINALLY passed this 1st day of August, 2023.

Carried.

12.4. 2023-84 OMERS By-Law

Motion 2023-419

Moved by Hunt Seconded by Grogan

THAT By-Law No. 2023-84 being a by-law of the council of the corporation of the township of billings to authorize participation in the OMERS primary pension plan (“primary plan”), and the retirement compensation arrangement for the OMERS primary pension plan (“RCA”), each as amended from time to time, of the employees of the corporation of the township of billings (“employer”) identified herein.

Carried.

13. Notice of Motions

No notice of motions

14. Closed Session

No closed session

15. Confirmatory By-Law

15.1. By-Law No. 2023-85 Being the August 1st, 2023 Confirmatory By-Law

Motion 2023-420

Moved by: Grogan Seconded by Hillyard

THAT By-Law No. 2023-85 being the August 1st, 2023 Confirmatory By-Law be read a first, second and third time AND finally passed this 1st day of August, 2023.

Carried.

16. Adjournment

16.1. Motion to Adjourn

Motion 2023-421

Moved by Hunt Seconded by Grogan

THAT the Township of Billings Council hereby adjourns at 8:47 p.m.

Carried.

Mayor – Bryan Barker

CAO/Clerk – Emily Dance



2022 Kagawong Waste Disposal Site Review

TOWNSHIP OF BILLINGS

Presented by Tim McBride, Meagan Bradley and Alana Valle





INTRODUCTION

Tim McBride, B.Sc., P.Geo., QP_{ESA}
Practice Specialist – Hydrogeology
Director, Northern Ontario

Meagan Bradley, B.A.
Project Manager – Compliance Monitoring

Alana Valle, B.Eng., E.I.T.
Project Manager – Permitting



SUMMARY

Kagawong Waste Disposal Site

- Current capacity of the Site
- Expansion request
- Water quality monitoring program





CURRENT STATUS OF THE SITE

Environmental Certificate of Approval No. A550501

- Original Certificate of Approval (CofA)
 - **1980** – 0.81-hectare dump site
- Current Environmental Certificate of Approval (ECA):
 - **2015** – volume restriction of **40,000 m³** and area restriction of **1.0 ha**

Ministry of the Environment
Ontario
PHOVISIONAL CERTIFICATE OF APPROVAL
WASTE DISPOSAL SITE

Under The Environmental Protection Act, 1971 and the regulations and subject to the conditions thereof, this Provisional Certificate of Approval is issued to:

Townships of Billings and Allan East
Essex, Ontario
POP 140

for the use and operation of a **0.81 hectare dump site**,
as in accordance with the following basis and specifications:

Location: **Lot 4, Concession 9**
Township of Allan
District of Wentworth

which includes the use of the site only for the receiving and disposal of the following categories of waste (NOTE: Use of the site for additional categories of waste requires a site application and amendment to the Provisional Certificate of Approval - Domestic and commercial)

and subject to the following conditions:

1. No operation shall be carried out at the site until this condition becomes enforceable and the reasons for this condition has been set as an Instrument in the appropriate Land to the site and a duplicate registered to by the applicant to the Director.

Issued this 29th day of March 1980

Ministry of the Environment
Ontario

ADVANCED ENVIRONMENTAL COMPLIANCE APPROVAL
NUMBER: A550501
Issue Date: April 21, 2015

The Corporation of the Township of Billings
15 Old Mill Rd. PO Box 14, Essex
Essex, Ontario
POP 140

Site Location:
Essex Landfill Site
540 Highway 140, Essex
Lot 4, Concession 9
Billings Township, District of Wentworth

You have applied under section 20.2 of Part II of the Environmental Protection Act, R.S.O. 1990, c. E.19 (Environmental Protection Act) for approval of:
a 1.0 hectare waste disposal site within a total site area of 61.2 hectares having a maximum capacity of 40,000 cubic metres.

For the purpose of this environmental compliance approval, the following definitions apply:

"Approval" means the Environmental Compliance Approval and any Schedule to it, including the application and supporting documentation listed in Schedule "A".

"Director" means any Ministry employee appointed in writing by the Minister pursuant to section 2 of the EPA as a Director for the purposes of Part V of the EPA.

"District Manager" means the District Manager of the local district office of the Ministry in which the Site is geographically located.

"EPA" means Environmental Protection Act, R.S.O. 1990, c. E.19, as amended.

"Ministry" means the Ontario Ministry of the Environment and Climate Change.

"NMI" means Noise Management Act, 2002, S.O. 2002, c. 4, as amended from time to time.

"Operator" means any person, other than the Owner's employees, authorized by the Owner to bring the change, amendment or control of any aspect of the Site and includes its successors or assigns.

"Owner" means any person that is responsible for the establishment or operation of the Site being approved by this Approval and includes the Township of Billings and its successors and assigns.

"OPRA" means the Ontario Waste Resources Act, R.S.O. 1990, c. O.40, as amended.

"PA" means the Protection Act, R.S.O. 1990, c. R.31, as amended from time to time.

"Provisional Officer" means any person designated in writing by the Director to a provisional office pursuant to Section 2 of the OPRA or Section 5 of the EPA or Section 17 of PA or Section 4 of NMI or Section 6 of OPRA.

"Regional Director" means the Regional Director of the local Regional Office of the Ministry in which the Site is located.

"Regulations" means "Reg. 44" means Regulation 44, R.R.O. 1990, made under the EPA, as amended.





CURRENT STATUS OF THE SITE

Contaminant Attenuation Zone (CAZ)

- 2012 D&O Plan for the Site
 - revised in 2013
- **60.2 ha CAZ** approved in 2015
 - 20 ha on-Site area
 - 40 ha off-Site area to the east of the Site

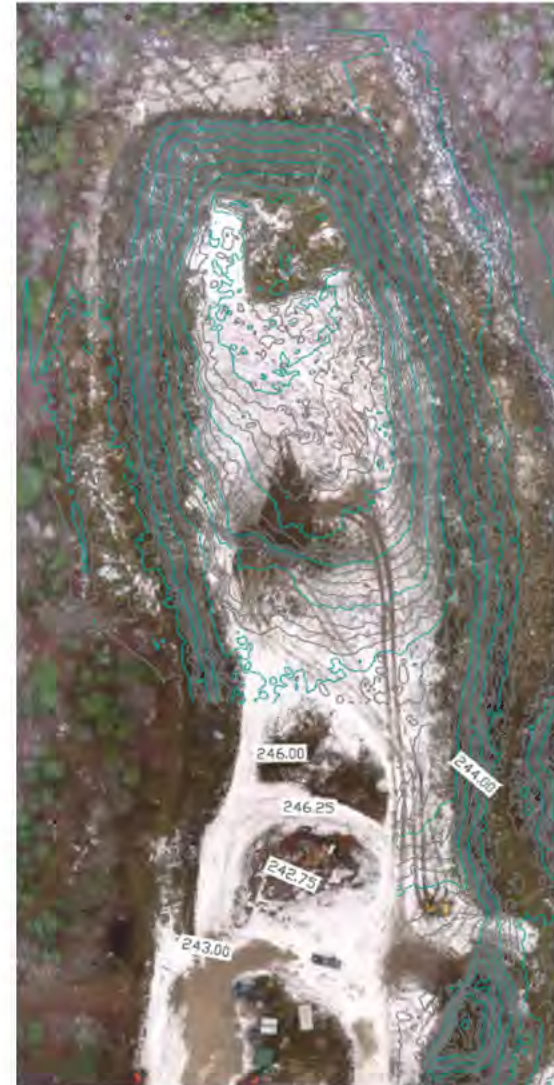




CURRENT STATUS OF THE SITE

Waste Capacity

- Most recent topographic drone survey – **2019**
- **42,039 m³** waste in-place
- **1,070 m³** annual fill rate





ECA AMENDMENT APPLICATION

Site Expansion – Pinchin updated D&O and Sequential Fill Plan





ECA AMENDMENT APPLICATION

Fill Beyond Allowable Limits (FBAL)



- **2,550 m³ FBAL** in southeast portion of Site
- Waste sampled by Pinchin in Sept 2022 for TCLP analysis
 - Non-hazardous, non-ignitable, solid waste
 - Close and re-grade the area with waste in-place



ECA AMENDMENT APPLICATION

Site Expansion & FBAL

	Current	Proposed Expansion
Fill Area	1.0 ha	1.25 ha
Volume	40,000 m ³	73,061 m ³
FBAL	Not approved	2,550 m ³ and 0.05 ha area
Lifespan	Over capacity	26.5 years (as of 2019)



ECA AMENDMENT APPLICATION

Status of the Application

Timeline	Action
September 2021	<ul style="list-style-type: none">• Application submitted
April 2022	<ul style="list-style-type: none">• Reviewed by MECP Technical Reviewer (Waste) & comments received
September 2022	<ul style="list-style-type: none">• All comments addressed
2023	<ul style="list-style-type: none">• Waiting for review by Hydrogeologist & Surface Water Specialist• Application administratively placed on hold in the meantime to retain the application fee



WATER QUALITY MONITORING

Water Quality Monitoring Program

- One sampling event occurs annually during the **fall** (*likely to change to twice with the expansion approval*)
- Current monitoring network:
 - 12 groundwater monitoring wells
 - No surface water monitoring
- All wells were observed to be in good condition and in compliance with Reg. 903
 - Apart from BH1 and BH3 which have no casings





WATER QUALITY MONITORING

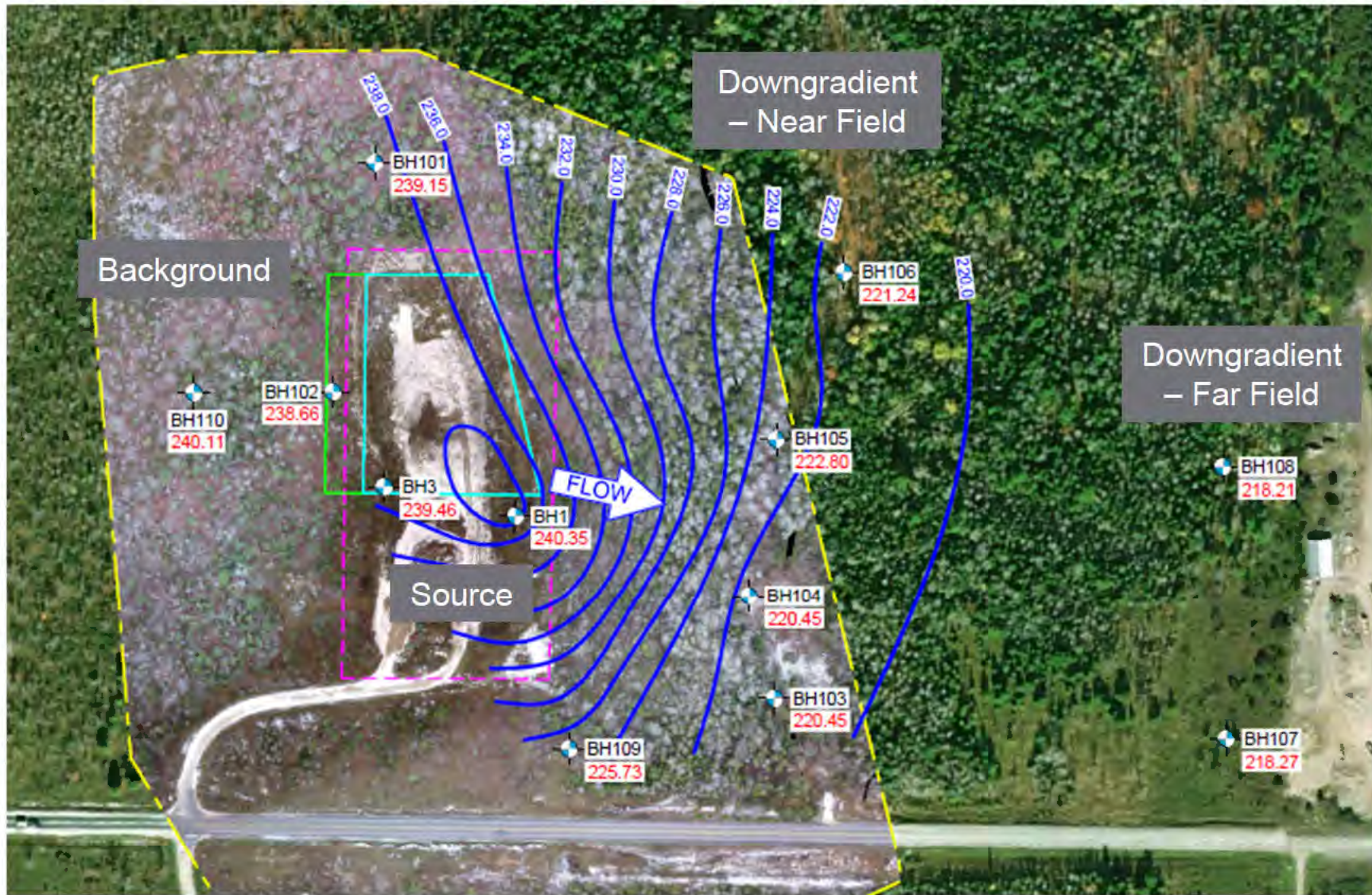
Monitoring Location Plan





WATER QUALITY MONITORING

Groundwater Flow Direction





WATER QUALITY MONITORING

2022 Annual Monitoring Results

- Based on the 2022 groundwater monitoring results, **Pinchin has not identified any significant landfill related impacts originating from the Site**
- Guideline B-7 Exceedances
 - At downgradient property boundary
 - TDS, chloride, sodium and boron
 - Interpreted to originate from the preparation and storage of winter sand/salt occurring at the adjacent property to the east



KAGAWONG WASTE DISPOSAL SITE

Recommendations for 2023 Monitoring Program

- Continue with the routine groundwater monitoring during the fall of 2023
- Confirm interpretation regarding exceedances of the Guideline B-7 criteria
- Monitoring wells BH1 and BH3 should be modified to incorporate lockable protective casings



KAGAWONG WASTE DISPOSAL SITE

Next Steps for 2023

- **2023 Annual Monitoring and Reporting**
 - *Pinchin 2022 contract completed*
 - *Prepare a proposal to complete 2023 sampling and reporting requirements*
- **ECA Amendment Application**
 - *File currently on hold*
 - *Waiting on response from MECP reviewers to approve the application & proposed expansion*



QUESTIONS?

Tim McBride

tmcbride@pinchin.com

705.521.0560

Meagan Bradley

mbradley@pinchin.com

705.521.0560

Alana Valle

avalle@pinchin.com

705.521.0560





Thank You.



The Corporation of the Township of Billings
Museum Committee
Minutes

Monday July 10, 2023 7:00 pm
Old Mill Heritage Centre, Kagawong

Members Present

Councillor Michael Hunt, Chair
Barb Edwards
Deb Flaxman
Dianne Fraser
Diane Larocque
Brad MacKay
Wes Newburn

Staff

Rick Nelson, Museum Curator
Tina Beckerton, Recording Secretary
Emily Dance, CAO/Clerk

1. Call to Order

Chair Michael Hunt called the meeting to order at 7:00PM

2. Approval of Agenda

Motion to approve the agenda

Motion

Moved By: Diane Fraser Seconded By: Deb Flaxman

THAT the Billings Museum Committee hereby approves the July 10, 2023 agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures noted

4. Adoption of Minutes

Motion

Moved By: Diane Larocque Seconded By: Wes Newburn

THAT the Billings Museum Committee hereby approves the June 5, 2023 minutes as presented.

Carried

5. Financial Report



Motion

Moved By: Brad MacKay

Seconded By: Deb Flaxman

THAT the Billings Museum Committee hereby receives for information the verbal financial update provided.

Carried

6. Curators Report

6.1. CU-2023-07-02- July 2023 Curator Report

Motion

Moved By: Dianne Fraser

Seconded By: Diane Larocque

THAT the Township of Billings Museum Committee hereby receives for information Curators Report – July 2023

Carried

7. Old Business

7.1. Museum Committee Working Chart discussion- July 10, 2023

Motion

Moved By: Wes Newburn

Seconded By: Deb Flaxman

THAT the Township of Billings Museum Committee hereby approves the direction as given regarding the museum committee working chart.

Carried

7.2. Museum Committee Terms of Reference Amendment

By-Law No. 2023-61 - *information only*

8. New Business

8.1. Speakers Night

8.2. History Day

8.3. Park Centre Accessories

8.4. Debit Machine

8.5. Entranceway

8.6. Shadflies /Door not ready

8.7. GG Award

8.8. Rink Accessories

8.9. Other

Members are provided with an opportunity to bring forward other items not included in the agenda for discussion and consideration.

9. Council Report

9.1. Councillor Hunt provided an update on recent Council Developments.

10. Meeting Schedule

Monday August 14, 2023 7:00 pm Museum

Monday September 11, 2023 7:00 pm Museum



Monday October 2, 2023 7:00 pm Museum

Monday November 6, 2023 7:00 pm Museum

11. Adjournment

11.1. Motion to Adjourn

Motion

Moved by: Barb Edwards Seconded by: Dianne Fraser

THAT the Billings Museum Committee hereby adjourns at 7:54PM

Carried

A handwritten signature in black ink, appearing to read "Michael Hunt", written over a horizontal line.

Chair

A handwritten signature in black ink, appearing to be initials, written over a horizontal line.

Secretary

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COUNCIL REPORT

Department: By-law

Date: September 5, 2023

Report Number: BE 2023-09-09

File: By-law Enforcement By-monthly Report

Recommendation:

THAT the Township of Billings Council hereby receives for information Report Number BE-2023-09-09 AND directs staff to bring forward amendments to the Township Open-Air Burning By-law 2020-16 for Council consideration.

Background:

To update Council on occurrences involving By-law Enforcement for the period of July and August 2023

Discussion:

a) Listed below are the by-law contacts made since Report BE-2023-07-08

Type	Number of Calls	Calls to Date	Complaints
By-Law Enforcement	3	7	2
Chicken By-Law Inquiries / Inspection	0	1	0
Short-term Rental Inquiries / Inspection	1 Inspection/3Inquireies	17	0
Recreational Trailer/Vehicles	1	2	0
Property Standards	2	8	1
Feeding Wildlife and Feral Animal	0	2	0
Dog Control	1	1	1
Zoning By-Law	1	5	0
Noise	1	2	1
Parking/Traffic	0	1	0
Other (Open Air Burning)	2	4	0

Type	Number of Permits	Permits to Date
Short Term Accommodation Rental	0	6
Backyard Chicken License	1	1
Trailer Permit	5	9

b) In follow-up to discussions with the Township CAO/Clerk and Fire Chief regarding the fire bans and dry weather, it has been recommended that amendments be made to the Township Open-Air Burning Bylaw 2020-16.



Proposed amendments include:

- Include restrictions for the burning of household garbage, construction materials, materials containing rubber, plastic, paint, tar, chemical waste, pressure treated wood, synthetic or man-made materials or any other materials that create excessive smoke or odour in burn barrels. *(Restrictions are in place for open-air and campfires)*
- Include clarification for burn barrels to be included in the fire ban.
- Include safety measures for the operating of charcoal barbeques and wood and pellet burning smokers
 - a) Be at least 5 metres away from any forest or bush area.*
 - b) Be at least 2 metres from any flammable materials or structure.*
 - c) Be situated on a non-flammable surface.*
 - d) Be manufactured of non-flammable materials and enclosed on all sides.*
 - e) Be equipped with the necessary spark arrestors, vents or chimneys.*
 - f) Have fire extinguishing devices available.*
 - g) Have all coals and ashes safely extinguished before being left unattended.*
 - h) Ensure that all coals and ashes are completely extinguished prior to disposal.+*
- Restrict the sale, set, light, ignite or maintain a flying lantern or permit a flying lantern to be sold, set, lit, ignited or maintained at any time.
- Include clarification that the Chief Fire Official may declare a Fire Ban in the Township at any time by posting the notice of the Fire Ban on the Township's official website prior to or at the time of the Fire Ban taking effect.
- Include provisions and a definition of a partial fire ban that will only permit the campfires and not include burn barrels, open air fire, or fire works.

Financial Impacts:

The are no financial impacts related to this report.

Respectfully Submitted By:

Arthur Moran, Bylaw Enforcement Officer.

Reviewed By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Health & Safety

Date: September 5, 2023

Report Number: HS-2023-09-07

File: By-monthly Health and Safety Report

Recommendation:

THAT the Township of Billings Council hereby receives for information Report No. HS-2023-09-07.

Background:

Information report to Council of the Health and Safety activities that have taken place during the months of July and August 2023.

Discussion:

Joint Health and Safety Committee (JHSC)

- a) There were 4 JH&SC workplace inspections performed, the items identified minor housekeeping deficiencies which have been corrected.
- b) There was a JH&SC meeting held on July 27, 2023, highlights from the meeting included the following:
 - The H&S Coordinator will prepare a staff report for the installation of security cameras the report will include the recommended camera locations and the costing to purchase the cameras and the installation cost.
 - Follow-up actions taken regarding identified deficiencies to the fire and safety inspections performed at the Kagawong Market and the Church on the Hill.
 - Amendments to the Accident Investigation Policy and the H&S Policy Continuous Improvement Policy were reviewed and accepted as presented.
 - WSIB Excellence Program submissions.

Training Awareness

- a) In-house, annual review training packages for the backhoe, road grader and bulldozer have been developed and will become part of the respective SOPs after an employee review.
- b) New-hire training was completed with the summer students.

Employee Wellness

- a) An employee wellness luncheon was held on July 11, 2023, it was a BBQ luncheon that included employee competitions and a guest speaker. The employee response was very positive.

Accident Investigations

- a) 2 accident investigations were performed as a result of 2 separate motor vehicle accidents. One accident was a private citizen in a construction area that is now under the investigation of the OPP, the other was an incident where a vehicle backed into a concrete barrier, minor vehicle damage occurred. Recommendations from the accident/incident reports have been prepared and forwarded to the CAO/Clerk and the JH&SC.

WSIB Excellence Program Submissions



4 of the 5 topical submissions have been deemed complete by the WSIB validators. Follow-up information has been submitted for the 5th submission

Financial Impacts:

Wellness events are included in the Health and Safety budget for 2023.

Respectfully Submitted By:

Arthur Moran, H&S Coordinator

Reviewed By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Municipal Project Management

Date: September 5, 2023

Report Number MPM-2023-09-05 (2)

File: Old Mill Rd. Bridge Project

Attachment: EXP - Kagawong Permanent Bridge Cost Estimates dated August 22, 2023, Armtec budget quote, EXP – Old Mill Road Bruce Evaluation dated August 30, 2023

Staff Recommendations:

1. THAT the Township of Billings Council hereby approves Report MPM-2023-09-05 AND approves amending the original engineering design contract with EXP to include the Old Mill Road Tendering Proposal, AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.
2. THAT the Township of Billings Council hereby approves the re-allocation of \$71,700 from asset management to the Old Mill Road Bridge project in the 2023 Township of Billings Project budget.
3. THAT the Township of Billings Council hereby approves bridge configuration Option #2 in the **Kagawong Permanent Bridge Cost Estimates** being, a 7.5m Wide Bridge with No Curb & Sidewalk. This bridge option will include two 3.25m lanes, two 0.5m shoulders, and guiderails.

Background:

As presented in the first staff report on this project (MPM-2023-05-25), although the Old Mill Rd. bridge was known to be close to end-of-life, damage to the bridge deck during the Old Mill Rd. Waterline project added an additional sense of urgency to the need for replacement. EXP, familiar with the waterline project and associated engineering, and with the capability to respond quickly, were hired for bridge design and early-stage project management services.

Discussion:

EXP Agreement

Aside from the need to initiate an expedited replacement process, beginning with preliminary engineering, the exact project path was not certain at the time of the initial staff report and Council's decision to undertake engineering. There was a possibility that actual construction would have to be expedited as well. However, a post-construction (waterline project) inspection of the bridge has revealed that with appropriate restrictions, caution and monitoring, the bridge can remain in-service for local traffic until the 2024 construction season. This will allow the Township time to following the Purchasing and Procurement Policy tendering



and project development. The tendering proposal amendment includes tender preparation and administration, as well as construction contract administration and site inspection services.

Should Council support moving to the tendering process for the Old Mill Road Bridge with EXP, an amendment to By-Law No.2023-45, being a By-Law to enter into an agreement with EXP for the Engineering of the Old Mill Road project, will be required to include provisions for the tendering process, (draft By-law further in agenda, with amendment proposal). Note that the proposal for additional services includes a \$5,000 contingency for any unforeseen issues.

Temporary Bridge

EXP performed a bridge evaluation on August 17th, 2023. It was determined that the bridge could remain open to traffic subject to the following recommendations:

- The municipality replace the bridge in one year's time
- Single Load posting of 7 tonnes
- Speed Limit 10 km/hr
- Deck repair where it was damaged. The repair should span the entire width of the bridge to re-establish the connection of the transverse laminated deck.
- Traffic should be limited to the center of the deck with a lane width no larger than 3.9m.
- Timber crib abutments should be monitored on a monthly basis for settlement and further degradation.

The contractor will be responsible for the deck repair and it is intended to be completed as soon as possible at no additional cost to the municipality.

Bridge Design Options

EXP has presented three design options which differ in overall bridge width, lane width, and presents options for the provision (or not) of a sidewalk.

These are preliminary costs, and subject to change. However, they provide a good indication of overall *bridge* (not total project) cost, as well as the relative cost difference between bridge widths and the impact of including a sidewalk.

Option 1: 7.5m Wide Bridge with Curb & Sidewalk

This bridge option includes two 2.75m lanes, two 0.25m shoulders, guiderails, concrete curb, and a 1.5m wide concrete sidewalk.

Cost Estimate - \$308,790

Option 2: 7.5m Wide Bridge with No Curb & Sidewalk

This bridge option will include two 3.25m lanes, two 0.5m shoulders, and guiderails.

Cost Estimate - \$293,350

Option 3: 6.0m Wide Bridge with No Curb & Sidewalk

This bridge option will include two 2.75m lanes, two 0.25m shoulders, and guiderails

Cost Estimate - \$250,690

Considerations:

- A sidewalk does not add a great deal of cost to a bridge structure in this case,
- A sidewalk reduces lane widths considerably.
- Currently pedestrians simply walk across the bridge.
- There is no sidewalk on any sections of Old Mill Rd. currently.
- Should Council decide on a sidewalk, the choice of which side of the bridge will also be required.
- The speed limit on the new bridge will be posted as 30 kms per hour – this is based on the bridge location and the known curve geometry at the East side terminus of the bridge.
- When completed, the new pedestrian bridge further upstream on the river may create some additional pedestrian traffic crossing the bridge, but this additional pedestrian traffic is not expected to be dramatic.

Staff reviewed the proposed options for the bridge. The option of a sidewalk was taken into consideration and we agree it would be a benefit for pedestrians; however, with no other sidewalks to connect to and the reduction in lane width staff feel the 7.5 meters of vehicle lane width would be better suited for larger vehicles such as the Fire Truck and Snow Plow. Therefore, staff is recommending Option 2, being a 7.5m wide bridge with no curb & sidewalk. This bridge option will include two 3.25m lanes, two 0.5m shoulders, and guiderails.

Financial Impacts:

EXP Agreement

The 2023 Budget included \$64,627 for the Old Mill Road bridge for engineering, which was for design services only. Should Council support moving forward with the proposal for further services from EXP for tendering and contract administration, for an additional \$71,700, an amendment to the 2023 budget (by resolution) will be required to re-allocate \$71,700 from asset management to the Old Mill Road Bridge project.

Bridge

The repair of the bridge deck is the responsibility of the contractor. The tendering of the Old Mill Road Bridge construction contract will occur in 2024, therefore the associated capital costs will be included in the 2024 Township of Billings Budget deliberations. Council will be provided with updated estimates when available in an updated report.

Alignment to Strategic Plan:

1. Continue to develop and implement long-term roads maintenance and improvement.

Alignment to the CEEP:



Climate Change Adaptation and Mitigation - Continuous maintenance of roads, stormwater, and other engineered community assets associated with roads and land-use

Respectfully Submitted by:

Todd Gordon, MPM

Reviewed By:

Emily Dance, CAO/Clerk

August 22, 2023

Att: Ms. Emily Dance
The Corporation of the Township of Billings
15 Old Mill Road
Kagawong, ON, P0P 1J0

Subject: SUD-23007281-A0 Kagawong Engineering Services Design
Kagawong Permanent Bridge Cost Estimates

1 Introduction

As part of EXP's ongoing design efforts for the Kagawong Old Mill Road Bridge, it is understood that the Township is uncertain about what type of permanent bridge to select. EXP has prepared cost estimates for different options for the permanent bridge. This memo is submitted for approval to the Corporation of the Township of Billings so that EXP can proceed with the completion of the permanent bridge design.

2 Permanent Bridge Options

It is understood that the current intention is to replace the existing bridge that crosses the Kagawong River. There are three different permanent bridge design options the Township of Billings can choose to proceed with. All the bridge options listed below are 15.24 meters (50 feet) in length.

Option 1: 7.5m Wide Bridge with Curb & Sidewalk

This bridge option includes two 2.75m lanes, two 0.25m shoulders, guiderails, concrete curb, and a 1.5m wide concrete sidewalk.

Option 2: 7.5m Wide Bridge with No Curb & Sidewalk

This bridge option will include two 3.25m lanes, two 0.5m shoulders, and guiderails.

Option 3: 6.0m Wide Bridge with No Curb & Sidewalk

This bridge option will include two 2.75m lanes, two 0.25m shoulders, and guiderails.

3 Cost Estimate

Armtec provided the budgetary quotes for both Option 1 and Option 3. Armtec advised that the bridge cost for Option 2 would be similar to the cost of Option 1, less approximately 5% of the overall cost due to not having to incorporate the curb and sidewalk into the superstructure. It is important to note that these are preliminary budgetary costs, and the final price may vary depending on availability, procurement times, inflation, and other external sources. Table 1 below outlines the budgetary costs for the above bridge options:

Table 1

Option	Description	Approximate Budgetary Cost
1	7.5m Wide with Curb & Sidewalk	\$308,790.00
2	7.5m wide without Curb & Sidewalk	\$293,350.00*
3	6.0m wide without Curb & Sidewalk	\$250,690.00

*Budgetary cost approximately 5% less than Option 1.

4 Conclusion

In summation, EXP trusts this information is to your satisfaction and that this memorandum provides enough information for the Township of Billings to choose a bridge type that suits their needs. For a more detailed breakdown of the budgetary cost estimates for the bridge superstructure, please refer to the attached budgetary quotes.

Best regards,



Steven Kacan, P.Eng.
Civil Engineer



BUDGET

PROJECT: Old Mills Road Bridge
Billings, ON
TO: EXP

DATE: August 2, 2023

QUOTE NO.: 51126-23

ARMTEC PROJECT NO.: 23-427

F.C.A. POINT: Jobsite on trucks

ATTENTION: Nedal Mohamed

DELIVERY: To be determined

Item	Quantity	Description	Price	Per	Amount
Bridge-In-A-Box					
1	1	15m (50 ft) span x 7.5 m width Double Lane Bridge - Galvanized steel girders - Galvanized 4 1/4" corrugated structural deck and side dams - Shop installed timber running planks - Complete with W-beam guide rail, post and hardware	\$295,600.00	ea	\$295,600.00
2	2	Freight to jobsite (includes over dimension permits)	\$6,595.00	ea	\$13,190.00
	Note	Bridge is shop assembled into three section(s) Guide rail system to be attached in the field Bridge bearing seat and abutments by others Due to consistently rising steel prices and recent tariff announcements, all prices are firm for 30 days from the quotation date. Armtec reserves the right to adjust the prices (higher or lower) after 30 days based on market steel prices. See attached Design Parameters & General Notes, Scope of Work and Conditions of Sales			

Armtec

Scott Ford
Estimator

Sub-Total	\$308,790.00
Freight	Included
Applicable Tax	Extra
Total	\$308,790.00

TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR **30 DAYS** FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE



BUDGET

PROJECT: Old Mills Road Bridge
Billings, ON
TO: EXP

DATE: August 11, 2023

QUOTE NO.: 51126-23.1

ARMTEC PROJECT NO.: 23-427

F.C.A. POINT: Jobsite on trucks

ATTENTION: Nedal Mohamed

DELIVERY: To be determined

Item	Quantity	Description	Price	Per	Amount
Bridge-In-A-Box					
1	1	15m (50 ft) span x 6.0 m width Double Lane Bridge - Galvanized steel girders - Galvanized 4 1/4" corrugated structural deck and side dams - Shop installed timber running planks - Complete with W-beam guide rail, post and hardware	\$237,500.00	ea	\$237,500.00
2	2	Freight to jobsite (includes over dimension permits)	\$6,595.00	ea	\$13,190.00
	Note	Bridge is shop assembled into three section(s) Guide rail system to be attached in the field Bridge bearing seat and abutments by others Due to consistently rising steel prices and recent tariff announcements, all prices are firm for 30 days from the quotation date. Armtec reserves the right to adjust the prices (higher or lower) after 30 days based on market steel prices. See attached Design Parameters & General Notes, Scope of Work and Conditions of Sales			

Sub-Total	\$250,690.00
Freight	Included
Applicable Tax	Extra
Total	\$250,690.00

Armtec

Scott Ford
Estimator

TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR **30 DAYS** FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE



August 30, 2023

Mr. Todd Gordon
Municipal Project Manager
Township of Billings,
15 Old Mill Road,
Kagawong, Ontario
POP 1J0

Re: Old Mill Road Bridge Evaluation

Dear Sir:

Further to your request, we conducted a detailed visual review of the structural condition of the above noted municipal bridge on August 17, 2023. The extent of the review was limited to components readily accessible without the use of special bridge inspection equipment.

Upon completion of the site visit, EXP carried out a structural evaluation of the superstructure to determine the bridge's load carrying capacity. The structural evaluation was performed according to CAN/CSA S6-19 Canadian Highway Bridge Design Code (CHBDC) taking into consideration the current condition of various bridge components based on our limited visual review.

The findings of our site review and evaluation are summarized in the following paragraphs.

Visual Review

The visual review on August 17, 2023, was followed by a report detailing observations of deficiencies and recommendations for repairs and future use of the bridge. A summary of that report is provided here, while full details can be found in Appendix A. The bridge deck was damaged during construction of the nearby road. The damage extends from the north side of the north exterior girder to the bridge centerline.

Old Mill Road Bridge is a 6.8 m single span transverse wood-laminated deck on steel girder type bridge. The substructure consists of rock-filled timber crib abutments constructed with 200 mm x 200 mm timbers. The steel girders are experiencing severe corrosion (i.e. greater than 10% section loss) with the greatest corrosion at the girder ends of approximately 50% section loss (Photos 9 & 10). There are three different girder sections among the six supporting the bridge. Dimensions taken on site in areas with no corrosion indicate the girders are W310x60, a built-up beam and W610x79 from exterior to interior. The girders are symmetrical about the centerline with spacing of 1.5 m between the two interior girders, 1.23 m between the W610x101 and built-up girders and 1.3 m between the built-up girders and the exterior W310x60 girders. The bridge has diaphragm members made of 4x4 lumber and rebar welded in an X-pattern to the webs and flange of adjacent girders. The interior girders have also been extended with welded members from the bearings to the end of the timber crib to support the deck.

The timber crib abutments appeared to be in poor condition with missing, damaged and heavily rotted members (Photos 2 & 3). Additionally, the abutments show signs of excess settlement evident by gaps larger than 25 mm between wood members that were originally in contact. The west abutment shows more settlement than the east side toward the south corner due to the bearing plates that appear to have been added as the settlement has progressed. Each additional shim plate is approximately 12 mm thick. The north corner of the west abutment has no additional plates whereas the south corner has five plates (approximately 60 mm).

The concrete block bearings are in good condition, but the timber crib does not have members beneath the bearings to transfer the load directly to the subgrade beneath the foundation. It is unclear whether these members are missing or were never installed.

Structural Evaluation

A detailed structural evaluation of the superstructure was performed in conformance to Canadian Highway Bridge Design Code (CHBDC).

The following material strengths were used in the evaluation:

Structural steel yield strength	$F_y = 230 \text{ MPa}$ (CHBDC, Table 14.1)
Wood (Northern Species Grade No. 1)	$f_v = 1.3 \text{ MPa}$ $f_t = 4 \text{ MPa}$ $f_b = 7.6 \text{ MPa}$ $E_{50} = 7000 \text{ MPa}$ $E_{05} = 5000 \text{ MPa}$

The wood diaphragms have no evidence of fasteners to the girders, and the welded rebar is too slender to contribute significantly to the stability of the bridge members. As such, the diaphragms were ignored due to their likely insignificant contribution to the bridge capacity.

In addition, section loss in the girders due to corrosion was assumed at 20%. Some localized areas did have up to 50% section loss, but those points were found closer to the abutments where moments are lower in simply supported spans.

Based on the above assumptions, our calculations indicate that the bridge is deficient.

Recommendations

Based on the results of our structural evaluation the bridge is deficient in carrying CHBDC design loads. We would recommend the Municipality replace the bridge in one year's time. In the meantime, a single load posting of 7 tonnes with a speed limit of 10 km/h is required.

Furthermore, the deck requires replacement where it was damaged during construction. The deck repair should span the entire width of the bridge to re-establish the connection of the transverse laminated deck. In addition, traffic should be limited to the center of the deck with a lane width no larger than 3.9 m.

Last, the timber crib abutments should be monitored on a monthly basis for settlement and further degradation of the timber members. Some of the existing members are unable to support the original intended load path which contributes to the reduced bridge capacity.

Closure

We trust the above is satisfactory for the Town's consideration. However, should you have any further questions regarding this report, please do not hesitate to contact our office.

Sincerely,



Mike Cornell, M.Eng., P.Eng.
Bridge/Structural Engineer

exp Services Inc.
MHC/
cc:

Photo 1 – North
Elevation



Photo 2 – East
Abutment
Elevation



Photo 3 – West
Abutment
Elevation



Photo 4 –
Northeast
wingwall (Typical)



Photo 5 – West abutment shim plates at south bearing



Photo 6 – Soffit between 2nd and 3rd girders from north side





<p>Photo 7 – Soffit between 3rd and 4th girders from north side</p>	
<p>Photo 8 – Soffit between 4th and 5th girders from north side</p>	

Photo 9 –
Corrosion in east
girder end at 2nd
bearing from
north side



Photo 10 –
Corrosion in east
girder end at 5th
bearing from
north side





COUNCIL REPORT

Department: Public Works

Date: September 5, 2023

Report Number PW-2023-09-05

File: 2023 Annual Monitoring and Reporting Kagawong Landfill

Attachment: Pinchin Proposal for the 2023 Annual Monitoring and Summary Report

Staff Recommendation:

THAT the Township of Billings Council hereby approves report PW-2023-09-05 AND accepts the proposal from Pinchin for the 2023 Annual monitoring and summary report for the Kagawong Landfill AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Background:

Pinchin has been providing consulting services for the Kagawong Landfill for the past number of years.

Discussion:

On August 14, 2023 Pinchin provided a proposal for 2023 Annual monitoring and summary report.

With new Council and the importance of maintaining our landfill a priority, staff invited Pinchin to provide a delegation to Council to explain the current status of the landfill, what is included in monitoring and the status of the landfill extension request.

Staff have reviewed the proposal and recommend acceptance of the proposal from Pinchin 2023 Annual monitoring and summary report for the Kagawong Landfill.

Financial Impacts:

The estimated costs for the completion of the annual monitoring and reporting program for the Kagawong Landfill is \$6,245 plus HST. The expense is included in the 2023 Township of Billings budget under contracts.

Alignment to Strategic Plan:

5. Continue to improve municipal waste site efficiency including waste diversion and recycling.
6. Improve the 'visitor' waste management situation (i.e., access to waste and recycling bins/receptacles).

Alignment to the CEEP:

N1: Increase local capacity, knowledge sharing and educational opportunities by teaming up with local partners to deliver grant application support and services for local businesses to sequester more carbon and protect, preserve, and enhance natural spaces.

Respectfully Submitted by:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Public Works

Date: September 5, 2023

Report Number PW-2023-09-13

File: Island Wide Waste Management

Attachment: FCM -GMF- Core Funding

Staff Recommendation:

THAT the Township of Billings Council hereby approves Report PW-2023-09-13 AND formally commits to partnering with all the municipalities and first nation communities on Manitoulin Island to support an Island Wide Waste Management Solution AND commits to including \$5,000 in the 2024 Township of Billings Budget to move the initiative forward.

Background:

The first Island Wide Waste Management Meeting was held at the Kagawong Park Centre on Thursday June 15th, 2023 with representatives from: Billings, Burpee & Mills, Central Manitoulin, Dawson, Gordon/Barrie Island, M'Chigeeng First Nation, NEMI, Robinson, Tehkummah Township, Whitefish River First Nation and Wiikwemikoong. Also, in attendance was MPP Michael Mantha, representatives from GFL, the Dodge Landfill, OFA, Manitoulin Eco Park, WEST and Eco Growth Environmental.

A common consensus of the group was to continue with discussions on moving the initiative forward. The second meeting is scheduled for Thursday September 14, 2023 at 7:00 pm at the Park Centre.

Discussion:

There are two items that staff recommend be addressed to allow the initiative to move forward:

1. Formal Commitment of support from the Island municipalities and first nation communities.
2. Financial Commitment to investigate options.

Formal Commitment

It is recommended that in order to drive the initiative, formal commitment is needed. It is being suggested that a Sub-Committee be formed that would include community leaders. This Sub-Committee could request a delegation at the neighbouring municipalities to request formal commitment to support an Island Wide Waste Management Solution.

Financial Commitment

Staff have researched funding opportunities for the initiative and have found that FCM under the Green Municipal Fund has funding available to implement innovative waste-management solutions and reduce, recover, and recycle solid waste.

Funding is available in grants or loans combined with grants for all stages of the project's life cycle.



Project	Funding
Study	Grant for up to 50 % of eligible costs to a maximum of \$175,000
Pilot Project	Grant from 50 to 80% of eligible costs up to a maximum of \$500,000
Capital Projects	Financing for up to 80% of eligible costs to a maximum combined financing of \$10M

Should the group wish to go through the funding process with FCM the first step is to apply for funding for a feasibility study to assess potential high impact waste challenges. This study is a requirement to move forward with any funding for a pilot project or capital project. This study could be waste management or waste reduction and diversion.

The content of a feasibility study would provide the following:

- The problem to be addressed, context background on the options considered, and criteria used to select the proposed option according to predetermined criteria.
- Baseline information on the proposed project’s environmental performance.
- Technical explanation of how the project will perform and meet or exceed GMF environmental eligibility criteria.
- Financial and business case assessment and development from the perspective of the operation and maintenance costs of the projects (if available).
- Triple-bottom-line assessment, i.e. environmental, social and economic impacts, of one or more project options that will address the problem (if available).
- Key project risks, as well as some solutions and discussion about how to manage these risks.
- Models that support expected environmental performance.
- Detailed design documents.
- Anticipated project schedule.
- Life cycle analysis (e.g. including construction, operation, renewal and end of life).
- Proposed financial plan.

In order to apply for the funding, administrative costs will be incurred to coordinate and gather all the information needed for the application and in garnering support. The costs are not known at this time as it would depend on the number of municipalities and first nation communities participating.

Staff is recommending that the Township of Billings take the lead and formally commit to partnering with all the municipalities and first nation communities on Manitoulin Island to support an Island Wide Waste Management Solution AND commit to including \$5,000 in the 2024 Township of Billings Budget to move the initiative forward

Financial Impacts:

Staff time to organize and manage the events and research funding opportunities. The Township of Billings staff does not have the capacity to manage a project of this size independently.



Alignment to Strategic Plan:

5. Continue to improve municipal waste site efficiency including waste diversion and recycling.
6. Improve the 'visitor' waste management situation (i.e., access to waste and recycling bins/receptacles).

Alignment to the CEEP:

N1: Increase local capacity, knowledge sharing and educational opportunities by teaming up with local partners to deliver grant application support and services for local businesses to sequester more carbon and protect, preserve, and enhance natural spaces.

Respectfully Submitted by:

Emily Dance, CAO/Clerk



GREEN
MUNICIPAL
FUND

FONDS
MUNICIPAL
VERT

A program of/
Un programme de la

FCM

Funded by/
Financé par

Canada

Helping municipalities create a **sustainable** and **prosperous** future





GMF funding offer: At-a-glance

About the Green Municipal Fund

The Green Municipal Fund (GMF) helps local governments of all sizes switch to sustainable practices faster. Our unique mix of funding, resources and training gives municipalities the tools they need to build resiliency—and create better lives for Canadians.

GMF helps advance innovative municipal solutions to environmental challenges and supports local economic and social benefits across Canada.

GMF is a \$1.65 billion program, delivered by the Federation of Canadian Municipalities and funded by the Government of Canada.

What does GMF fund?

We fund sustainable projects and provide sustainability training across five key municipal sectors that can directly improve quality of life for residents:

- **Transportation:** Invest in greener modes of transportation for your community
- **Water:** Improve your community's water systems and increase their efficiency
- **Waste:** Implement innovative waste-management solutions and reduce, recover and recycle solid waste
- **Land Use:** Adopt land use practices that leads to sustainable outcomes
- **Energy:** Adopt technologies and practices that help improve energy efficiency and produce cleaner, more affordable energy
 - **Sustainable Affordable Housing:** Improve the energy efficiency and affordability of your community's affordable housing units
 - **Community Efficiency Financing:** Implement a home-energy upgrade financing program in your community
 - **Community Buildings Retrofit:** Retrofit community buildings for higher energy performance and GHG emissions reduction

The GMF advantage

- Grants or loans combined with grants for all stages of your project's life cycle
- Stackable with many other existing funding offers*
- Dedicated staff to help you submit your application

**Contact our outreach team for more information.*

GMF funding types

We've got you covered with the right type of funding for your project, from plans and studies to pilot projects, capital projects and more.



Plans: Develop strategies to deliver sustainable solutions in your community.



Studies: Conduct an assessment to determine the best approach to achieve your project goals.



Pilot projects: Evaluate a small-scale version of your project in real-life conditions.



Capital projects: Implement a full-scale version of your project.

Who can apply*

- Canadian municipal governments
- Municipal project partners, including private sector entities, non-profit and Indigenous communities, among others

**Exceptions apply. See individual funding offers for more information.*

Available funding

- Funding can cover from 20% to 80% of eligible project costs
- Grants for planning, studies and pilot projects
- Combination of loans and grants for the capital project stage



Funding sectors



Transportation

Invest in greener modes of transit for your community, including:

- Reduction of fossil fuels in fleets
- Transportation networks and community options

[Learn more](#)



Waste

Implement innovative waste-management solutions and reduce, recover and recycle solid waste, including:

- Waste diversion
- Waste stream management

[Learn more](#)



Water

Improve your community's water systems and increase their efficiency, including:

- Stormwater quality improvement in community or municipal projects
- Water conservation in community or municipal projects
- Improved wastewater and septic systems

[Learn more](#)



Land Use

Adopt land use practices that leads to sustainable outcomes, including:

- Plans, policies and standards that increase the compactness and completeness of communities
- Net-zero aligned growth planning
- Natural asset initiatives

[Learn more](#)



Energy

Adopt technologies that increase efficiency and generate clean, affordable energy, including:

- Energy recovery or district energy
- New construction of energy-efficient municipal facilities
- Retrofit of municipal facilities

[Learn more](#)

Eligible applicants

- Canadian municipal governments
- Municipal project partners, including private sector entities, non-profit and Indigenous communities, among others

Available funding: Transportation, Water, Waste, Land Use and Energy

Project	Funding
Study	<ul style="list-style-type: none"> ● Grant for up to 50% of eligible costs ● Up to a maximum of \$175,000
Pilot Project	<ul style="list-style-type: none"> ● Grant from 50 to 80% of eligible costs* ● Up to a maximum of \$500,000 <p><i>*Municipalities and municipal partners with a population of 20,000 or less may qualify for a grant of up to 80 percent of eligible project costs under certain conditions. Contact us to find out if your municipality is eligible.</i></p>
Capital Project	<ul style="list-style-type: none"> ● Financing for up to 80% of eligible costs ● Up to a maximum combined financing of \$10 million** <p><i>**Loans are combined with a grant of a maximum of 15% of the loan amount. FCM reserves the right to establish a maximum loan amount based on available funds.</i></p>



Our outreach team is available to help you determine your project's eligibility and answer questions about our application process. Contact us at gminfo@fcm.ca or at 1-877-417-0550.



COUNCIL REPORT

Department: Treasury

Date September 5, 2023

Report Number: TR-2023-09-11

File: Tariff of Fees for Planning Matter Applications

Attachments: Draft Tariff of Fees for Planning Matter By-Law

Recommendation:

THAT the Township of Billings Council hereby approves Report TR-2023-09-11 AND authorizes repealing By-Law No. 84-10 being the Tariff of Fees By-Law for Planning Matters to remove outdated planning application fees AND provide for a Tariff of Fees By-Law that will require a deposit for the cost recovery of actual costs for developments requiring review from professional consultants AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Background:

Under the Planning Act R.S.O. 1990 C.P. 13, municipalities may establish a tariff of fees for the processing of applications made in respect to planning matters, which tariff shall be designed to meet only the anticipated costs to the municipality in respect to the processing of each type of application.

The Township of Billings passed By-Law No. 84-10 being a By-Law to establish a tariff of fees for the processing of applications on July 3, 1984. The By-Law lists the following fees:

Amendment to the Official Plan \$150 and
Amendment to the Zoning By-Law of \$100

The By-Law is no longer relevant as the Manitoulin Planning Board collects planning application fees for planning applications for the Township of Billings. These fees are updated yearly and are payable to the Manitoulin Planning Board.

Discussion:

The Manitoulin Planning Board receives planning applications on behalf of the Township of Billings; however, it is still the responsibility of Council to pass By-Laws related to zoning and make recommendations on approvals on Plans of Subdivision ensuring that best practices are followed and that all regulations, servicing and environmental impacts are considered.

It is proposed that the Township introduce a \$5,000 deposit be paid to the Township at the time of the Plan of Subdivision application or, if required at pre-consultation for a plan of subdivision.



The deposit shall be applied to the cost of professional consultant review of any technical study or studies submitted in support of an application, as well cover legal review of the application and any associated agreements that may be required including development agreements and subdivision agreements that would be registered on title of the associated properties.

The deposit shall be applied to the cost of the professional consultant with any surplus refunded to the applicant. If the costs of consultants exceed the deposit, the applicant will be charges any additional costs incurred.

Example

Legal Fees: review of any legal matters associated with the application including searching title, easements and encumbrances, drafting and/or reviews of development/subdivision agreements, review of Draft Plan of Subdivision, dispute resolution, municipal board hearings

Planning Application Review- Professional Planner to review the application, ensure all legislative requirements are met, provide planning opinion, make recommendation to the Township on application and ensure good planning practices are met.

Engineering Review- Review of technical studies including but not limited to hydrogeology studies, environmental impact studies, servicing options, traffic studies, soil studies and noise assessment, make recommendation to the Township on application.

The Township has a municipal solicitor being Steven Watt that will be used for legal review. Other Professional consultants will be used on a case by case basis depending on their expertise. To note, preference will be given to local consultants; however, the small number of engineers and professional planners in the area, consultants from southern Ontario may be used.

Financial Impacts:

Deposit to cover actual costs for professional review.

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: CAO

Date: September 5, 2023

Report Number CAO-2023-09-18

File: Lake Kagawong Resource Committee- Open House

Attachment: Public Open House Presentation

Staff Recommendation:

THAT the Township of Billings Council hereby receives for information Report CAO-2023-09-18

Background:

The role of the Lake Kagawong Resource Committee (LKRC) is to act as an advisory body to Council in matters concerning the agreement/lease for drawing water from Lake Kagawong for the purpose of power generating held between the Township and Oakville Enterprises (OEC).

Part of their mandate is to ensure businesses, seasonal and permanent residents, and tourists to Lake Kagawong the ability to operate an enjoy their business and properties and allow business and property owners a voice to council.

Discussion:

A priority for the LKRC for 2023 was to host an open house this summer to have Bill Touzel representing Oakville Enterprises make a presentation to the community with respect to the overview on the agreement/lease for drawing water from Lake Kagawong for the purpose of power generating held between the Township and Oakville Enterprises (OEC). Invitations were mailed directly to property owners along Lake Kagawong (166 properties) as well as a notice was placed in the Manitoulin Expositor and circulated through the Township's social media account.

The Open House was held on Tuesday August 8, 2023 at 2 pm at the Park Centre with approximately 15 people in attendance.

Mr. Touzel made a presentation reviewing the relationship between the Township and OEC, explained the obligation to manage lake level and river flows as per the MNR approved [Kagawong Water Management Plan \(WMP\)](#). Mr. Touzel clarified the effect of the generating station and on lake levels and took questions from the participants. Presentation attached for information.

Financial Impacts:

Staff time to organize and manage the event, expense for postage and newspaper advertising.

Alignment to Strategic Plan:

No alignment to the Strategic Plan

Alignment to the CEEP:

4.3.1.2 STRENGTHS - RENEWABLE ENERGY

The Township of Billings owns a 750kW hydroelectric generating station that is currently leased to Oakville Enterprises Corporation (OEC) Inc. and is separately incorporated as Kagawong



Generating Station (KGS). The KGS typically generates more than 3000MWh of electrical power each year

Respectfully Submitted by:

Emily Dance, CAO/Clerk



Public Open House

Managing Lake Kagawong Water Levels and Kagawong River Flows

Discussion with Bill Touzel – OEC

8 August 2023



Today's Discussion

- What/Who is Oakville Enterprises Corporation (OEC)
- Relationship between Billings Township and OEC
- Legal requirement to manage lake levels and river flows
- Water Management Plan & the “rule curve” - what it all means
- Some math: flow through the turbine, and its influence on lake level
- Question and answer session

A vertical photograph of a waterfall cascading down a rocky ledge, with water splashing at the bottom. The image is positioned on the left side of the slide.

Relationship Between Billings Township and OEC

Billings Township owns the Kagawong Generating Station and the primary infrastructure including the land, dam, powerhouse building, penstock, and turbine.

OEC is wholly-owned by the Town of Oakville. It is a “for profit” business that includes several operating companies, and over 2000 employees, mostly in renewable energy generation and related support sectors. It is the “sister” company to Oakville Hydro, the utility that supplies electricity to the residents of Oakville.

OEC leases the station from Billings Township, and is responsible for all operation, maintenance, refurbishment and admin costs, and is obligated to operate in accordance with the Kagawong Water Management Plan under the scrutiny of the Ontario Ministry of Natural Resources & Forestry (MNRF).

Electricity from the station is sold into the provincial grid under a contract with the province of Ontario.

The Lease terms specify that Billings Township receives 23.5% of the revenue from the sale of electricity. Total annual revenue from 2013 to 2020 averaged ~ \$246,000 per year, and therefore the Township received ~\$58,000 per year on average during that timeframe, with no related expenditures.

Kagawong River Watershed



A vertical photograph of a waterfall with white water cascading down a dark rock face. The waterfall is the leftmost element of the slide, partially overlapping the text area.

Obligation to Manage Lake Levels and River Flows

MNRF approves and administers the Kagawong Water Management Plan (WMP).

We are required to maintain the level of Lake Kagawong, and flows in the Kagawong River, in accordance with the WMP. It is an offence under provincial law not to do so.

MNRF makes it quite plain that flood control and ecological protection trump all other factors related to levels and flows. The only “exemptions” from this obligation are if Mother Nature makes it either impossible or unsafe to meet the requirements.

WMP requirements include:

- maximum lake level of 213.12 meters above sea level (masl), year-round
- minimum lake level of:
 - 212.66 masl from January 1st until the peak of freshet each spring, and also from September 15th to December 31st
 - between the peak of freshet and September 15th, the minimum daily level is derived by drawing a “rule curve” line (on the annual levels graph) between 213.07 masl and continuing downward to 212.66 masl on September 15th
- station not allowed to operate if the lake is below minimum
- flow must be maintained over Bridal Veil Falls at no less than 0.4 cubic meters per second, primarily for ecological reasons, regardless of lake level

Excerpt from the Water Management Plan

The WMP requirements are summarized below in Table 11.

Table 11: Flow and Level Requirements for the Kagawong WMP

Dates	Min. Lake Level (m.a.s.l)	Max. Lake Level (m.a.s.l)	Min. Flow Through Dam	Min. Supplementary Turbine Flow	Additional Restrictions
Jan. 1 st – June 14 th	212.66	213.12	0.4 m ³ /s	N/A	No water shall be used for generation if a water level taken on a scheduled day is at or lower than the rule line prepared for the spring and summer period (see Requirement #2), until a measurement on a scheduled day is higher than the rule line.
June 15 th – Sept. 15 th	212.66	213.12	0.4 m ³ /s	0.8 m ³ /s for 1 hour before plant shut down	No water shall be used for generation if a water level taken on a scheduled day is at or lower than the rule line prepared for the spring and summer period (see Requirement #2), until a measurement on a scheduled day is higher than the rule line.
Sept. 15 th – Oct. 31 st	212.66	213.12	0.4 m ³ /s	0.8 m ³ /s (if water level is above minimum elevation of 212.66 m.a.s.l)	
Nov. 1 st – Dec. 31 st	212.66	213.12	0.4 m ³ /s	N/A	

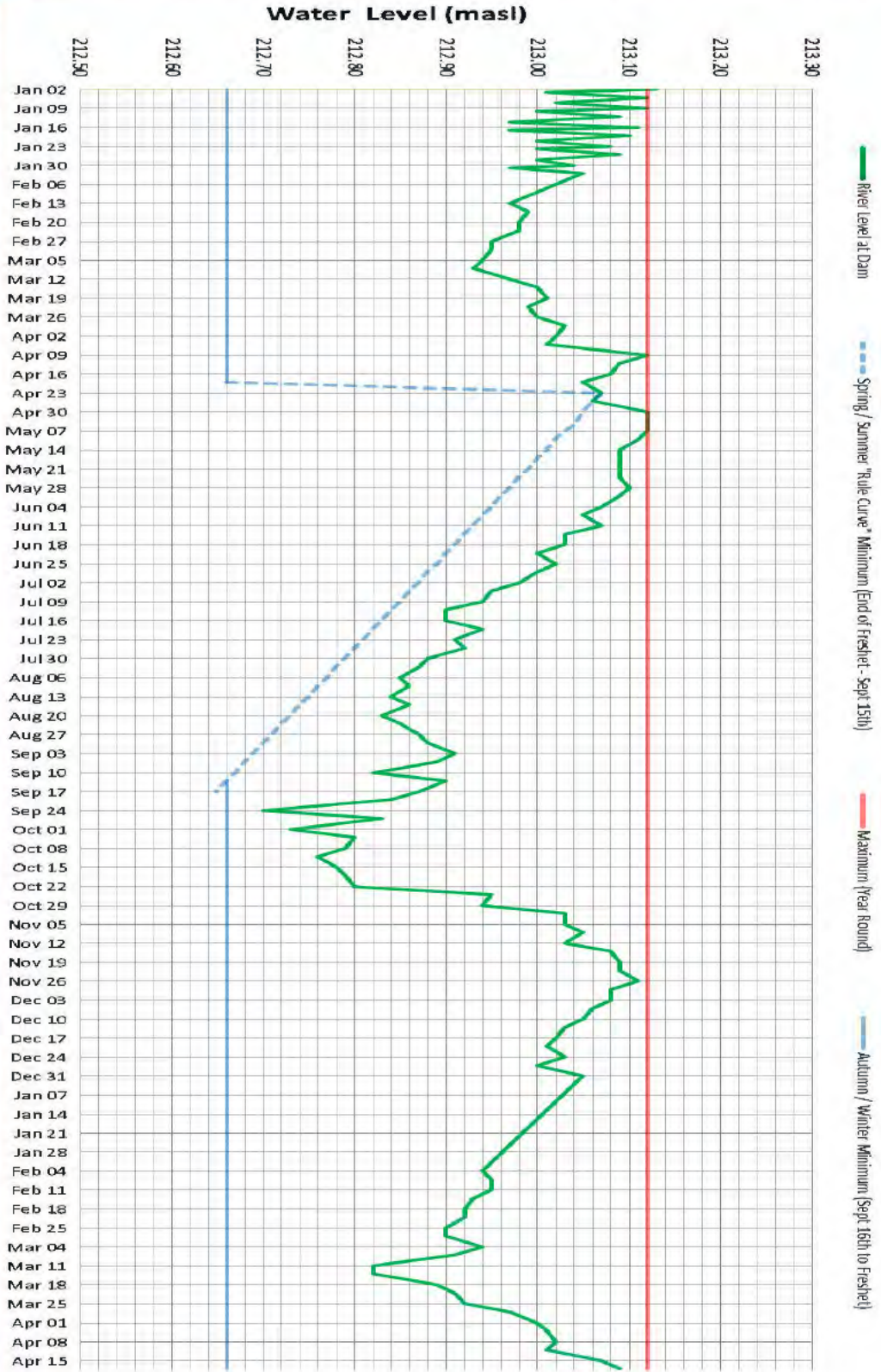


Bridal Veil Falls flowing at ~0.4 CMS

9 September 2019

As observed by IA & MNRF

Water Levels & Rule Curve - Kagawong River Above the Dam - 2020





The Effect of the Generating Station on Lake Level

Hydrologists and engineers measure water flow in rivers, and through hydroelectric generating stations, in “Cubic Meters per Second”, often referred to verbally as “CMS” or mathematically as “m³/s”.

The maximum physically possible flow through the Kagawong GS turbine at full output (~750 kW) is ~3 CMS; at minimum output (~200 kW) it is ~0.8 CMS.

$3 \text{ m}^3/\text{s} \times 60 \text{ s/m} \times 60 \text{ m/h} \times 24 \text{ h/d} = 259,200 \text{ m}^3/\text{day}$ (max daily flow through turbine)

Lake Kagawong covers an area of ~55 square kilometers, or 55 million m².

If there was zero inflow to the lake from the other 185 km² of the watershed area, then operating the GS at maximum output would lower the lake level by:

< 0.5 centimeter (~ 1/5th of an inch) per day

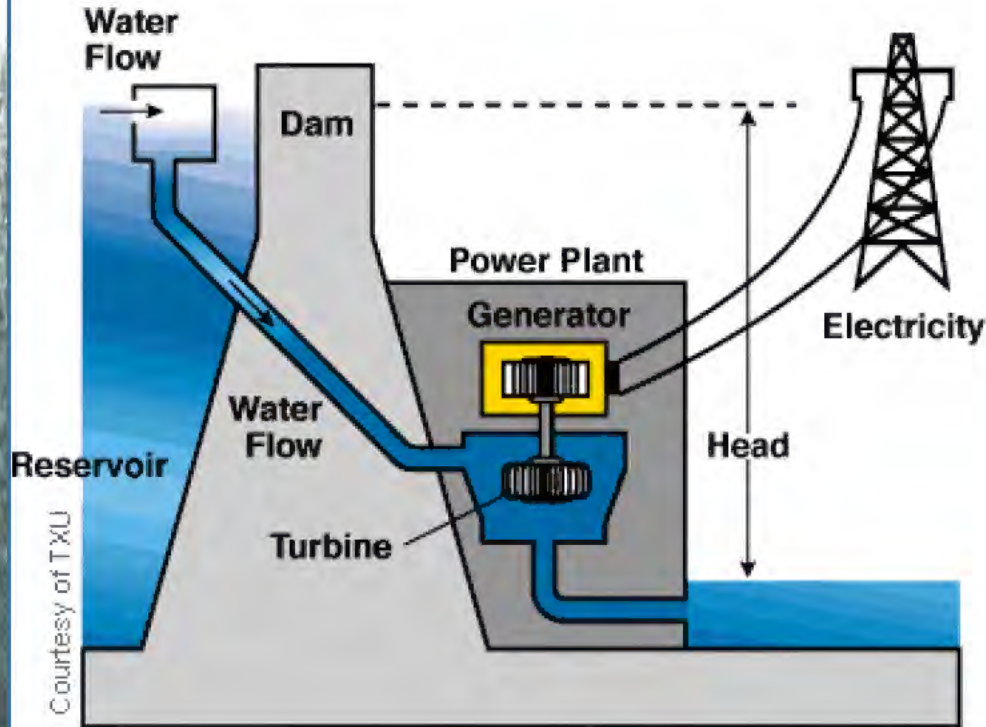
or

< 3.5 centimeters (~ 1.4 inches) per week

Evaporation, leakage, and flow through the dam also impact lake level



Generic Hydroelectric Generating Station Schematic



The Hydraulic Power Equation

$$\begin{aligned}
 & \text{Head (in metres, or m)} \\
 & \quad \times \\
 & \text{Flow (in cubic meters per second,} \\
 & \quad \text{or cms, or m}^3/\text{s)} \\
 & \quad \times \\
 & 9.81 \\
 & \quad \text{(in m/s}^2\text{)} \\
 & \text{the Gravity Constant, on Earth} \\
 & \quad \times \\
 & \text{Efficiencies} \\
 & \text{(hydraulic / mechanical / electrical)} \\
 & \text{Usually in the range of 75\% to 90\%} \\
 & \quad = \\
 & \text{Power (in kilowatts, or kW)}
 \end{aligned}$$

A generating station with a Head of 30 m, a maximum plant Flow of 3 cms, and an overall conversion Efficiency of 85%, has a maximum power output of:

$$30 \text{ m} \times 3 \text{ cms} \times 9.81 \times 0.85 = \sim 750 \text{ kW or } 0.75 \text{ MW (Kagawong GS)}$$

$$(175 \text{ m} \times 1600 \text{ cms} \times 9.81 \times 0.85 = \sim 2.3 \text{ million kW or } 2300 \text{ MW - Hoover Dam)}$$



Discussion & Questions



COUNCIL REPORT

Department: Chief Administrative Officer

Date: September 5th, 2023

Report Number: CAO-2023-09-19

File: Service Recognition Policy

Attachment: Draft Service Recognition Policy

Recommendation:

THAT the Township of Billings Council hereby approves Report CAO-2023-09-19 AND approves the adoption of a Service Recognition Policy AND FURTHER authorizes the appropriate By-Law coming forward.

Background:

On July 20th, 2023, Council directed staff to bring forward a Service Recognition Policy for consideration. The purpose of a service recognition policy is to recognize the years of service for staff and members of the volunteer fire department.

Discussion:

Employees and members of the volunteer fire department will be acknowledged for professional commitment and at milestones throughout their career through a uniform and consistent recognition program in an effort to inspire employee engagement, retention, and membership.

The attached Service Recognition Policy was drafted by staff while using similar policies from other municipalities in Ontario for reference.

Financial Impacts:

Funding for this program is included in the annual operating budget in an amount approved by The Township of Billings Council each year.

Alignment to Strategic Plan:

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

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Approved By:

Emily Dance., CAO/Clerk



Policy –Service Recognition Policy

By-Law No: 2023-xx

Revision

Date: September 5th, 2023

Policy Statement:

The Township of Billings recognizes the dedication and accomplishments made by its employees and members of the volunteer fire department. The Township is committed to honoring those individuals who contribute through their commitment, efforts, and actions towards the success of the Corporation and the community. Employees and members of the volunteer fire department will be acknowledged for professional commitment and at milestones throughout their career through a uniform and consistent recognition program in an effort to inspire employee engagement, retention, and membership.

Eligibility:

All active, permanent full-time and permanent part-time Township of Billings employees and volunteer fire fighters dedicated to the delivery of municipal services in Billings Township are covered by this Policy. The date used to calculate service for the purpose of this policy will be the year of employment with the Township of Billings or the year of membership with the volunteer fire department.

Contents:

Continuous active service will be recognized at the completion of 5, 10, 15, 20, 25, 30, 35 and 40 years of service.

Years of Service	Maximum Value (Including Taxes)
5 Years	Certificate + \$50.00 Gift Certificate of the employee's choice
10 Years	Certificate + \$100.00 Gift Certificate of the employee's choice
15 Years	Certificate + \$150.00 Gift Certificate of the employee's choice
20 Years	Certificate + \$200.00 Gift Certificate of the employee's choice
25 Years	Certificate + \$250.00 Gift Certificate of the employee's choice
30 Years	Certificate + \$300.00 Gift Certificate of the employee's choice
35 Years	Certificate + \$350.00 Gift Certificate of the employee's choice
40 Years	Certificate + \$400.00 Gift Certificate of the employee's choice

The CAO will generate a list of employees who are eligible for service recognition in May of each year. The list will be provided to Council for formal recognition.



COUNCIL REPORT

Department: Chief Administrative Officer

Date: September 5th, 2023

Report Number: CAO-2023-09-20

File: Health and Wellness Spending Account Policy

Attachment: Draft Health and Wellness Spending Account Policy

Recommendation:

THAT the Township of Billings Council hereby approves Report CAO-2023-09-20 AND approves the adoption of a Health and Wellness Spending Account Policy AND FURTHER authorizes the appropriate By-Law coming forward.

Background:

Council passed the 2023 Budget which included the addition of a Health and Wellness Spending Account for employees in the amount of \$500 per year.

Discussion:

The proposed policy allows for each eligible participant of the Township of Billings to receive an annual benefit of \$500.00 for health care expenses not covered by the group health benefits. Eligible participants include full-time and permanent part-time employees. Permanent full-time employees will receive \$500 per year and permanent part-time employees' amount will be reflective on the average weekly hours worked compared to full time. For example, permanent staff work 35 hours per week (40 hours for public works), a permanent part-time staff member working 17.5 hours per week would be eligible for a spending account of \$250 per year.

The expenditure must be for the employee or an eligible dependent, as defined by the group benefit plan. As part of the benefit, claims can also be made for fees paid for the cost of registration or membership for the employee to participate in a program of physical activity (a detailed list of approved expenditures is included in the attached policy).

The attached Health and Wellness Spending Account Policy was circulated to staff for comment while incorporating similar policies from other municipalities in Ontario for reference.

Financial Impacts:

Funding for this program is included in the annual operating budget approved by The Township of Billings Council each year.

Alignment to Strategic Plan:

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

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Approved By:

Emily Dance, CAO/Clerk



Policy – Employee Health and Wellness Spending Account Policy

By-Law No: 2023-xx

Revision

Date: September 5th, 2023

Policy Statement:

The Township of Billings recognizes that its human resources are its most important asset and resource and is committed to supporting workplace health.

Purpose:

All permanent full-time and permanent part-time employees of the Township of Billings are eligible for the health care spending account.

Each eligible participant of the Township of Billings shall receive an annual benefit of up to \$500.00 for health care expenses not covered by the group health benefits.

Eligible participants include full-time and permanent part-time employees. Permanent full-time employees will receive \$500 per year and permanent part-time employees' amount will be reflective on the average weekly hours worked compared to full time. For example, permanent staff work 35 hours per week (40 hours for public works), a permanent part-time staff member working 17.5 hours per week would be eligible for a spending account of \$250 per year.

The expenditure must be for the employee or an eligible dependent, as defined by the group benefit plan. As part of the benefit, claims can also be made for fees paid for the cost of registration or membership for the employee to participate in a program of physical activity.

To qualify for reimbursement, a program must:

- be ongoing (last at least five consecutive weeks or, five consecutive days);
- be instructed and/or supervised by a qualified organizer; and
- require significant physical activity

Generally, most of the activities must include a significant amount of physical activity contributing to cardiorespiratory endurance, plus one or more of:

- muscular strength,
- muscular endurance,
- flexibility, and/or
- balance



The health care spending account is cumulative, no interest will apply. Each employee will be presented with an annual statement of the balance available in their respective health care spending account. Any unused balance is not transferable upon termination of employment. Large expenditures may be submitted and payments made to the employee as they accumulate.

An employee shall not be eligible for the health care spending account until successful completion of the probationary period, after which the benefit will be prorated.

In the event that a medical expense or health care procedure is covered or partially covered by the group benefit plan, employees must first make a claim through the carrier before using the health care spending account and provide a copy of the carrier's statement.

All claims shall be submitted to the CAO/Clerk and original receipts must be provided to document expenditures. All expenses shall be submitted within the calendar year in which they occur, unless otherwise authorized by the CAO/Clerk.

Eligible expenses include (others may be permitted on a case by case basis):

Employee Benefit Package Overages	<ul style="list-style-type: none"> • Any unpaid amounts not covered under the Employee Benefit Package, examples: <ul style="list-style-type: none"> ○ Eye Glasses/Contact Lenses ○ Orthodontics and Cosmetic Dentistry ○ Massage ○ Prescription Drugs
Fitness and Wellness	<ul style="list-style-type: none"> • Health club membership/fitness programs, gym membership/classes (e.g., yoga, Pilates, aerobics, etc.) • Fitness equipment (treadmill, home gym, exercise bike, etc.) • Personal trainer • Fitness/exercise videos, cd's, books, magazines • Sport registration fees/team fees • Sporting equipment (hockey, baseball, bowling, etc.) • Sport lessons (e.g., golf, skiing, etc.) • Equipment required to participate in any sporting event • Fishing and hunting license and equipment • Horseback riding fees/lessons/equipment • Self-defense courses • Dance lessons • Camping (campground fees, and equipment/supplies)



Personal Development	<ul style="list-style-type: none">• Personal interest courses (cooking, crafting etc.)
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The CAO/Clerk has the ability to approve and reject any submission.

Coverage:

These funds are available to all permanent full-time and permanent part-time employees.

Review:

This policy will be reviewed on an annual basis.

DRAFT



COUNCIL REPORT

Department: Clerks

Date: July 4th, 2023

Report Number: CLK-2023-09-26

File: eScribe: Agenda Management Software

Recommendation:

THAT the Township of Billings Council hereby approves report CLK-2023-09-26 AND ratifies and confirms the subscription agreement with eScribe for electronic meeting management software AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Background:

An agenda management tool was approved in the 2023 budget. eScribe is a leader in agenda management for the public sector, ensuring efficiency and accessibility for our agenda and minutes. The subscription agreement will be effective from the agreement signing date for a period of 3 years.

Discussion:

eScribe is an end-to-end meeting management platform designed for the public sector, packed with powerful tools that simplify meetings and reduce administrative workloads while opening new channels for citizen engagement and transparency.

eScribe serves as your one-stop shop for preparing for, conducting, and debriefing from meetings. Track down approvals from colleagues, circulate meeting materials, send out action items, and more—all from one place.

The meeting management software will allow the public to view the packages in both HTML and pdf format removing the need to scroll through multiple pages. A calendar will be included which will have both the agenda and minutes posted as well as a way for the public to view any upcoming meetings. The program will also be used by all Committees and Boards which will create a more uniform and consistent agenda system.

The new website RFP included requirements to allow the integration of an electronic management system.

Councillors to simply log on and access open and closed meetings removing the need to use e-mail and paper copies while ensuring the closed meeting packages are kept in strict confidence.

A kick-off meeting has taken place with the CAO/Clerk and Deputy Clerk. Following additional training, Staff will provide training for Councillors prior to going live.



Financial Impacts

Council approved the 2023 Budget which included agenda management software. \$4,000 yr with a one-time set-up fee of \$1,823.

Alignment to the Strategic Plan:

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

Alignment to the Community Energy and Emissions Plan (CEEP)

No direct alignment.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Approved By:

Emily Dance, CAO/Clerk

Tiana Mills

To: Emily Dance
Subject: RE: Attention - Council of Billings Township - Re. proposed Municipal Budget - 2023-2024 - provision for EV charging station(s)

From: Paul Darlaston
Sent: July 28, 2023 2:41 PM
To: Emily Dance <edance@billingstwp.ca>
Subject: Attention - Council of Billings Township - Re. proposed Municipal Budget - 2023-2024 - provision for EV charging station(s)

To:- Council of Billings Township

From: Paul Darlaston
Sent: Friday, July 28, 2023 11:31 AM
To: 'Emily Dance' <edance@billingstwp.ca>

Subject: Billings Township - Municipal Budget - 2023-2024 - provision for EV charging station(s)

CAO Emily:-

I believe that it is IMPERATIVE that Billings Township demonstrates its commitment to solutions to Climate Change and especially citizens and tourists moving from fossil fuel powered vehicles to Electric Vehicles (EVs) by

- a) Installing (as a minimum) a 2 unit recharging station – est. capital cost = \$25k
- b) Revenue – estimated (based upon 6 users per day @ \$10 per use) = $\$60 \times 365 = \$29,200$
(numbers pulled from the air but can be refined later)

This model based upon experience of visitor to my home who left GTA with fully charged battery and range of approx.. 500 km – having to plan trip in a series of leapfrogs from existing recharging stations along 400/69/17/6 and on the island (NEMI and Gore Bay).

I know we briefly discussed this at last CAC meeting but the situation seems to be evolving very rapidly.

In a casual conversation I had on this topic with Mayor Barker, the discussion hinged upon a grant or grants covering the capital cost but I believe that potential revenue could offset the capital costs within less than 2 years.

Would you please therefore consider a delta to the proposed budget to cover this initiative.

Respectfully submitted

Paul Darlaston


**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2023-3725

August 9, 2023

Your Worship
Mayor Bryan Barker
Township of Billings
bbarker@billingstwp.ca

Dear Mayor Barker:

Thank you for your request for a delegation meeting at the 2023 AMO Conference. I appreciate your interest in meeting to discuss issues of concern to your municipality.

I regret that I am unable to meet with you personally during the conference, as my schedule is heavily committed.

If you would like to discuss your matters further, please contact my Senior Policy Advisor for Municipal Affairs, Richard Ositashvili, at Richard.Ositashvili@ontario.ca. Municipal staff are also welcome to contact the ministry's regional Municipal Services Office. Regional Director Bridget Schulte-Hostedde can be reached at Bridget.Schulte-hostedde@ontario.ca or 705-564-6858.

Thank you for your ongoing support and partnership. Municipal government is vitally important to the people of Ontario. Our government remains committed to working with municipal partners to ensure communities across our province continue to thrive.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Clark".

Steve Clark
Minister

c. Emily Dance, CAO/Clerk, edance@billingstwp.ca

Ministry of the Environment,
Conservation and Parks

Environmental Assessment
Modernization Branch

135 St. Clair Avenue West
4th Floor
Toronto ON M4V 1P5

Ministère de l'Environnement, de
la Protection de la nature et des Parcs

Direction de la modernisation des processus
d'évaluation environnementale

135, avenue St. Clair Ouest
4^e étage
Toronto ON M4V 1P5



August 9, 2023

Greetings,

Today, I am writing to provide you with an update on recent decisions made by the province to modernize Ontario's environmental assessment (EA) program.

Moving to a Project List under the *Environmental Assessment Act*

A key element of the EA modernization initiative is identifying projects that should be subject to EA requirements in a regulation. The move to a project list approach is a shift from the current framework where environmental assessment requirements are based mainly on who is undertaking the project.

In November 2021, the ministry began consultation on a proposal for the projects that would require a comprehensive EA and related actions, and the ministry is now proceeding with certain policy elements from the 2021 proposal. Specifically, the ministry has made amendments to three regulations and updated two related guides, as further described below. The changes will simplify processes and provide new exemptions. The remaining elements of comprehensive EA projects regulation proposal and related actions are under consideration.

In March 2023, the ministry updated the Moving to a Project List Environmental Registry posting with a revised proposal. The revisions to the proposal do not relate to the policy elements discussed within this update.

Amendments to Certain Regulations under the *Environmental Assessment Act*

Amendments to three regulations under the *Environmental Assessment Act* have been approved, and related actions have been taken, implementing certain policy elements of the proposal [Moving to a project list approach under the Environmental Assessment Act](#):

- The Waste Management Projects Regulation (Ontario Regulation 101/07) was amended to change the environmental assessment requirements for certain landfill expansion projects and to make the minister the decision-maker for a request to elevate a waste management project following the streamlined environmental assessment process to an individual environmental assessment

- The Transit Projects and Metrolinx Undertakings (Ontario Regulation 231/08) was amended to authorize the minister to amend or revoke conditions previously imposed in a notice given by the minister to allow the proponent to proceed with a transit project.
- The General Regulation (Ontario Regulation 334) was amended to expand the current exemption for Crown undertakings (activities) related to land claim settlements to include those Crown undertakings related to any settlement of the Algonquins of Ontario Land Claim.
 - The Algonquin Land Claim Declaration Order was also amended to align with the exemption in the regulation.

Updated Guide to Environmental Assessment Requirements for Waste Management Projects

The Guide to Environmental Assessment Requirements for Waste Management Projects ([Waste Guide](#)) has been updated to reflect amendments to the environmental assessment requirements set out in Ontario Regulation 101/07, and to make other administrative updates. The changes include:

- Updating the EA requirements for certain landfill expansion projects.
- Making the minister the decision-maker in relation to elevation requests.
- Updating the regulatory terminology and description of EA requirements in light of recent amendments to the Regulation related to thermal treatment, to include advanced recycling and the resulting recovery of materials, and identifying information to be included when undertaking the Environmental Screening Process for an advanced recycling (thermal treatment) project.
- Administrative updates recognizing the Guide was last updated in 2007.

Updated Guide to Environmental Assessment Requirements for Electricity Projects

The Guide to Environmental Assessment Requirements for Electricity Projects ([Electricity Guide](#)) has been updated to change the decision-making authority for elevation requests for electricity projects and make other administrative updates to reflect changes since the guide was last updated. The changes include:

- Adding information to Section A.6.2.3 (Consultation with Indigenous Communities) of the guide to align with the Waste Guide, including in relation to the Crown's duty to consult, contacting the ministry for a list of Indigenous communities for consultation, and documenting the consultation process.
- Updating the ministry's name to "Ministry of the Environment, Conservation and Parks".
- Updating the thresholds for transmission line projects that determine the type of environmental assessment process required.

The regulations were filed and came into force on August 8, 2023 and the updated guides are in effect (posted to the Environmental Registry website on August 8, 2023).

Further details of the amendments to the three regulations and related actions and copies of the updated guides are available on the Environmental Registry of Ontario ([ERO 019-4219](#)). Details about the regulatory amendments made with respect to advanced recycling are available here ([ERO 019-4867](#)). More information on our other efforts to modernize the EA program can also be found at: [Modernizing Ontario's environmental assessment program](#).

Please do not hesitate to contact my team at EAModernization.mecp@ontario.ca if you have any comments or questions.

Sincerely,

A handwritten signature in black ink that reads "A. Cross". The signature is written in a cursive, slightly slanted style.

Annamaria Cross
Director, Environmental Assessment Modernization
Ministry of the Environment, Conservation and Parks

Ministry of Infrastructure

Infrastructure Programs and Projects
Division

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5

Ministère de l'Infrastructure

Division des programmes et des projets
d'infrastructure

777, rue Bay, 4^e étage, Suite 425
Toronto (Ontario) M5G 2E5



MEMORANDUM TO: Municipal CAOs

FROM: Jill Vienneau
Assistant Deputy Minister
Infrastructure Program and Projects Division

DATE: August 14, 2023

SUBJECT: Red Tape Reduction for Designated Broadband Projects

I am pleased to write to you today to provide an update on our efforts to expand high-speed internet access across the province.

In Spring 2023, Ontario introduced the [Less Red Tape, Stronger Economy Act, 2023](#) to help build on the government's efforts to reduce burden for businesses, not-for-profit organizations, municipalities and other provincially regulated entities. The Ministry of Infrastructure would like to highlight two measures related to this initiative:

1. Amendments to the *Building Broadband Faster Act, 2021* (BBFA) to address barriers to timely municipal permit approvals and efficient infrastructure data collection.
2. Updated guidance to broadband stakeholders through a new version of the *Building Broadband Faster in Ontario Guideline*.

BBFA Amendments

The *Less Red Tape, Stronger Economy Act, 2023* (formerly Bill 91) received Royal Assent on June 8, 2023, amending the *Building Broadband Faster Act, 2021* (BBFA) to remove further barriers or delays to designated broadband project construction and to support a streamlined approach to the deployment of high-speed internet infrastructure in the province.

The amendments to the BBFA provided the Minister of Infrastructure with authority to set out certain new regulatory requirements related to infrastructure data collection and conditions for municipal permitting. Effective July 1, 2023, O. Reg. 436/22 Definitions

and Prescribed Provisions under the BBFA was amended, by way of a Minister's amending regulation, to set out the following:

1. **For infrastructure data collection under s. 20.1 of the BBFA:** Upon request from the Minister of Infrastructure, certain persons or entities who own or operate utility infrastructure within 100 metres of a designated broadband project must submit the requested data in the form required by the Minister within 15 business days of receiving the request.
2. **For municipal permitting under s. 10.1 of the BBFA:** Municipalities may not require proponents to execute a legal agreement in advance of providing access to municipal rights-of-way under s. 10.1 of the BBFA. However, municipalities may require internet service providers (ISPs) to agree in writing to take steps to negotiate such agreements in good faith as soon as reasonably possible as a condition for providing access to their rights-of-way.

These changes are intended to advance broadband projects and ensure mechanisms are in place to protect the interests of municipalities. The Ministry of Infrastructure is developing resources to support municipalities with cost recovery related to designated broadband projects and will ensure that appropriate measures are in place to protect data that is shared.

Building Broadband Faster in Ontario Guideline (Version 3.0)

The Ministry of Infrastructure and Infrastructure Ontario has also updated the Building Broadband Faster in Ontario Guideline (Version 3.0). This Guideline was first released in April 2021 with input from municipalities, ministries, and other partners as a tool to expedite the delivery of designated high-speed internet projects. It was updated in August 2022 as well as in August 2023, to reflect new regulatory requirements that came into effect after its original release.

Guideline 3.0 provides additional clarity and best practices for completing work for designated broadband projects in compliance with legislative and regulatory requirements under the BBFA, the *Ontario Underground Infrastructure Notification System Act, 2012* (One Call Act) and the *Ontario Energy Board Act, 1998* (OEBA).

Key updates to the Guideline include:

- Information on new regulatory measures, including those under the BBFA mentioned above in addition to amendments to the OEBA and One Call Act regulations.

- A new process to help resolve disputes between parties and work with sectors to ensure that they comply with the laws and regulations that are helping to build broadband faster.
- Clarity on the Ministry of Transportation's efforts to speed up their permit process for provincially funded broadband projects.
- Additional guidance on cost sharing for using electric infrastructure to build these projects.

To review the updated Guideline, please visit [Building Broadband Faster in Ontario](#).

Support Tools

Infrastructure Ontario has tools in place that will provide assistance to municipalities, proponents of designated broadband projects and other stakeholders related to new requirements under the legislation and the overall implementation of these projects across the province. These include the Technical Assistance Team (TAT) and the use of an online platform called the Broadband One Window (BOW). The TAT plays a key role in supporting permit applications and facilitating resolutions between stakeholders if disputes arise. BOW will help stakeholders work collaboratively to review and approve permitting applications, share data, and provide progress updates on project milestones.

To get in touch with TAT for assistance, you can e-mail TAT@infrastructureontario.ca, or submit a TAT support request through the BOW platform. I also welcome you to contact broadband@ontario.ca if you have general questions about the government's work and wish to speak with a ministry official.

Next Steps

In the coming weeks, the Ministry of Infrastructure will engage the Association of Municipalities of Ontario to co-develop resources intended to support municipalities with timely permit approvals while ensuring they can appropriately control access to their rights-of-way. There is still considerable work underway to bring access to high-speed internet to every community in Ontario by the end of 2025. We appreciate your continued partnership in helping us achieve this important goal.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2023-4205

August 22, 2023

Dear Head of Council,

Subject: Building Faster Fund

The housing supply crisis affects all of Ontario – from rural communities to large, urban centres. Our government is committed to building at least 1.5 million homes by 2031, with municipalities across the province as our key partners.

On August 21, 2023, Premier Ford announced the new Building Faster Fund, a new three-year-\$1.2 billion program to help municipalities meet or exceed their share of the province's 1.5 million homes goal.

As announced by Premier Ford, 10% of the overall funding will be set aside for small, rural and northern communities that have not been assigned a housing target by the province, in order to address their unique needs in supporting growth in housing supply.

Ontario will be consulting with the Association of Municipalities of Ontario and the Housing Supply Action Plan Implementation Team on program design details of the Building Faster Fund, including how the funds can best support small, rural and northern communities, and I look forward to sharing more information with you in the future. As Ontario grows, we need to build more homes. I look forward to your support in ensuring that everyone – newcomers, young families and seniors – can afford a place to call home.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c: Hon. Nina Tangri, Associate Minister of Housing
Ryan Amato, Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Caspar Hall, Assistant Deputy Minister, Local Government Division

Tiana Mills

To: Emily Dance
Subject: RE: MPAC: Property Assessment Update



Good afternoon Emily,

On August 16, the Ontario government filed Regulation 261/23 under the *Assessment Act* to extend the current assessment cycle, and the valuation date of January 1, 2016, through to the end of the 2024 taxation year.

This means that property taxes for the 2024 taxation year will continue to be based on the January 1, 2016 valuation date. Property assessments will remain the same as they were for the 2023 tax year, unless there have been changes to the property.

In addition to the recent Regulation, the government will conduct a review of Ontario's property assessment and taxation system.

MPAC shares the government's interest in ensuring the accuracy, transparency, and fairness of property assessments and we are committed to the continuous improvement of the property assessment and taxation system for the benefit of all Ontarians. While MPAC is not responsible for setting tax rates or collecting property taxes, we welcome the opportunity to work with the Province to ensure the property assessment process is optimal for both property owners and municipalities.

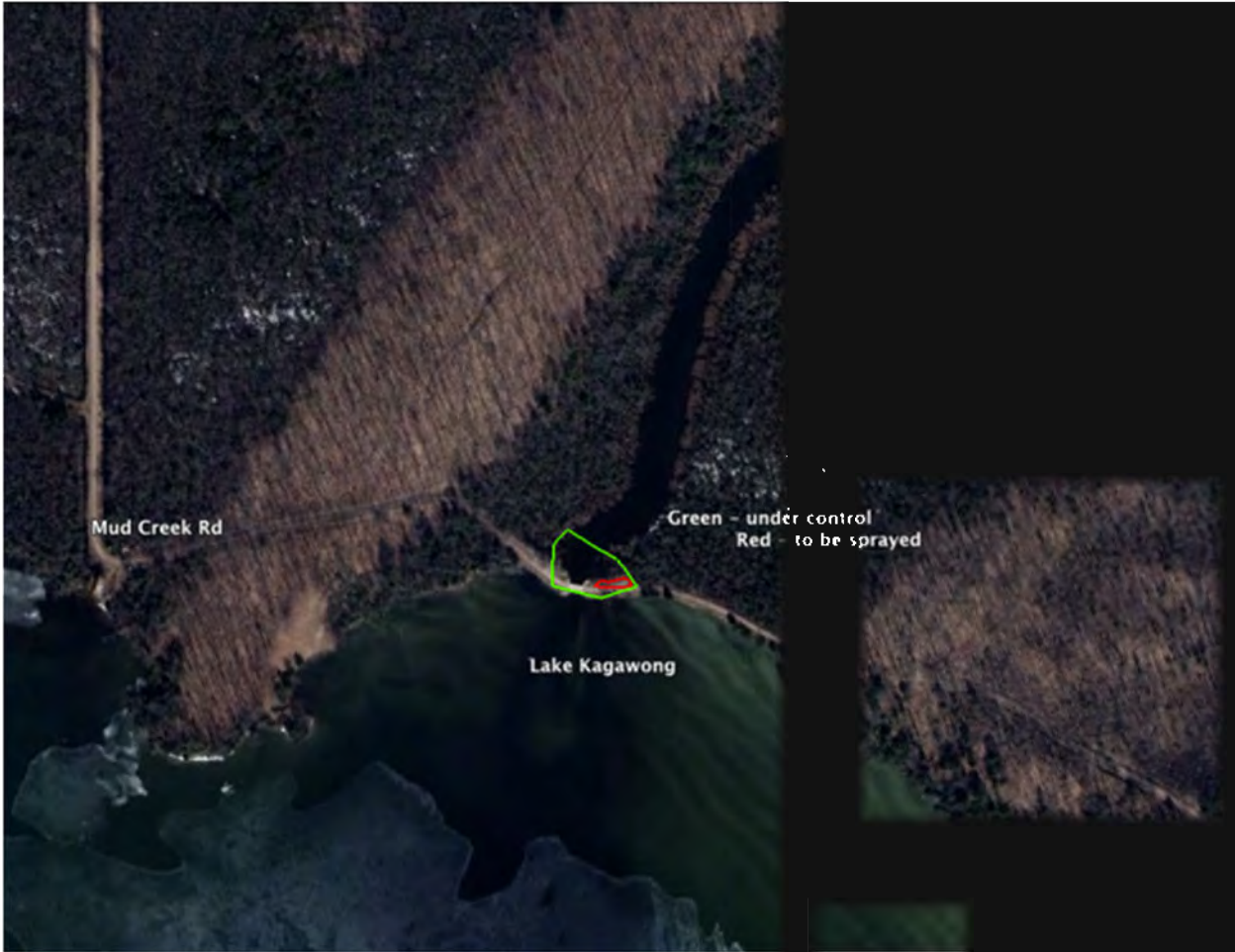
If you have any questions, please reach out to your [local MPAC Account Manager](#).

Sincerely,

Carmelo Lipsi
Vice President, Valuation & Customer Relations
Chief Operating Officer

mpac.ca
Municipal Property Assessment Corporation
1340 Pickering Parkway, Suite 101 L1V 0C4

10.6 Manitoulin Phragmites Project





Accounts for Payment August 10, 2023

Cheques					
Date	CHQ #	Account	Amount	Description	J #
11-Aug-23	8043	Boating Ontario	733.37	Marina, Dealer & Consumer Services Member Fees	3657
11-Aug-23	8044	Bridal Veil Variety	460.23	Fuel	3658
11-Aug-23	8045	Encompass IT	1,627.20	Monitoring & Security for 2023 (8 devices / 12 mos.)	3659
11-Aug-23	8046	EXP Services Inc.	17,733.32	Engineering Services for OM Bridge Replacement	3660
11-Aug-23	8046	EXP Services Inc.	7,504.18	PM & Coordination of OM Waterline	3660
11-Aug-23	8047	Farquhars Dairy	672.50	Marina Supplies (Ice Cream)	3661
11-Aug-23	8048	Identifiable Individual	97.06	Marina Supplies (Sundries)	3662
11-Aug-23	8049	J K Automotive	1,723.84	4 Tires for GMC Sierra	3663
11-Aug-23	8050	Kiviaho, Connie	316.40	Marina Supplies (Worms)	3664
11-Aug-23	8051	Lisa / Darren Hayden	2,121.00	Contract Cleaning Services	3665
11-Aug-23	8052	Massey Wholesale Ltd	416.83	Marina Supplies (Chips)	3666
11-Aug-23	8053	McDougall Energy Inc.	5,319.88	Midgrade Gas	3667
11-Aug-23	8054	Minister of Finance (Policing)	18,487.00	Local Service Realignment (LSR) JUNE	3668
11-Aug-23	8055	S.T.O.P. Restaurant Supply	640.85	Cleaning Supplies + Paper Products	3669
11-Aug-23	8056	UCCM Castle Building Supplies	72.27	Dowel (Market)	3670
11-Aug-23	8057	Wally's Septic Service & Portable Toilets	339.00	Pump out @ Marina	3671

58,264.93

Direct Debit

Date	DD	Account	Amount	Description
08-Aug-23	EFT	eScribe Software Ltd	5,901.99	eScribe Software
01-Aug-23	MC	Northern 911	85.95	E911 (Monthly)
30-Jul-23	MC	Zoom	144.06	Webinar / Zoom One (Monthly)

Total 6,132.00

Total Accounts for Payment \$ 64,396.93

Accounts for Payment August 28, 2023

Cheques						
Date	CHQ #	Account	Amount	Description	J #	
28-Aug-23	8061	Berry Boats	57.04	Trimmer Head and Oil		3930
28-Aug-23	8062	Brendan Addison Mobile Mechanical	2,710.06	Service on Western Star & International		3931
28-Aug-23	8063	Bridal Veil Variety	356.31	Glass Cleaner & Fuel		3932
28-Aug-23	8064	Encompass IT	714.74	Investigating Backup Issues with Host & Server		3933
28-Aug-23	8065	Farquhars Dairy	1,024.50	Marina Supplies (Ice Cream)		3934
28-Aug-23	8066	Identifiable Individual	141.75	Marina Supplies (Pop, Chips, Popcorn)		3935
28-Aug-23	8067	H & R Noble	6,508.80	Hard Surfacing		3936
28-Aug-23	8068	J K Automotive	186.45	Storage Fees		3937
28-Aug-23	8069	Identifiable Individual	282.50	Sage Reimbursement		3938
28-Aug-23	8070	Jake's Home Centre	3,435.20	Appliances for the Billings Fire Department		3939
28-Aug-23	8071	Kiviaho, Connie	108.48	Marina Supplies (Worms)		3940
28-Aug-23	8072	Laurentian Business Product	211.62	Printer Contract Invoice (Monthly)		3941
28-Aug-23	8073	Massey Wholesale Ltd	351.29	Marina Supplies (Sundries, Waffle Cones)		3942
28-Aug-23	8074	McDougall Energy Inc.	3,552.63	Marina Supplies (Midgrade Gas)		3943
28-Aug-23	8075	Tech Forward Fire Solutions Ltd.	9,210.05	Gear Lockers for the Billings Fire Department		3944
28-Aug-23	8076	The Manitoulin Expositor	476.34	Advertising		3945
28-Aug-23	8077	TMI Brushing	4,068.00	Road Side Cutting		3946
28-Aug-23	8078	Tulloch Engineering Inc.	9,276.51	Services Rendered (Billings Fire Department)		3947
28-Aug-23	8078	Tulloch Engineering Inc.	4,802.50	Services Rendered (IAQ Assessment)		3947
28-Aug-23	8079	UCCM Castle Building Supplies	24.39	Public Works Supplies (Caulking)		3948

47,499.16

Direct Debit

Date	DD	Account	Amount	Description
29-Aug-23	EFT EXP		9,546.12	Services Rendered Old Mill Waterline
29-Aug-23	EFT EXP		26,706.62	Services Rendered Old Mill Bridge Replacement

Total 36,252.74

Total Accounts for Payment \$ 83,751.90



BY-LAW NO 2023-86

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH E-SCRIBE SOFTWARE LTD. FOR AGENDA MANAGEMENT SOFTWARE

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 accept a quote for agenda management software;

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

- 1.0 That the Corporation of the Township of Billings Council hereby accepts the quote of eScribe in the amount of \$3,600 plus HST annually for software and support services and a one-time implementation fee of \$1,623 for agenda management software.
- 2.0 THAT the Corporation of the Township of Billings hereby ratifies, and confirms the agreement with eScribe Software Ltd. Dated July 28, 2023 which is attached as Schedule "A" and forms part of this By-Law
- 3.0 THAT the CAO/Clerk is hereby authorized to sign the agreement and any necessary amendments thereto on behalf of the Township of Billings.
- 4.0 THIS By-Law shall come into force and effect upon passing.
- 5.0 THIS By-Law may be cited as "eScribe Agenda Management Agreement By-Law"

READ a FIRST and SECOND TIME this 5th day of September, 2023

READ a THIRD TIME and FINALLY PASSED this 5th day of September, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



Subscription Agreement

This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the _____ day of _____, 2023
7/28/2023 | 4:14 PM EDT

BETWEEN:

eScribe Software Ltd. ("**eScribe**")

- and -

The Corporation of the Township of Billings ("**Customer**")

WHEREAS, eScribe (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean all electronic data, including documents, audio and video uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of all Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Legacy Data" refers to the ongoing Data Storage of Customer Data from previous Term(s) as set out in Appendix E.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Provincial or Federal privacy legislation.

"Authorized Meeting Types" refers to the meeting types of the Customer authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eScribe's Support Services set out in Appendix B.



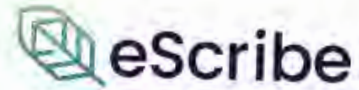
Subscription Agreement

“Taxes” refers to all present or future sales tax, consumption tax and similar taxes.

“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eScribe shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eScribe shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eScribe shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and provincial laws, municipal by-laws, and policies and procedures of the Customer.
- c. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.



Subscription Agreement

- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in Canada along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at **any time and, within ten (10) days of the Customer's request**, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eScribe shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eScribe's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eScribe represents and warrants to and in favour of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eScribe has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eScribe hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eScribe to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eScribe's **execution, delivery, and performance of this** Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eScribe has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



Subscription Agreement

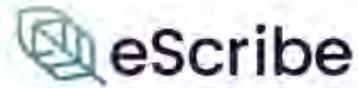
granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eScribe in respect of the Services, the Documentation or the Implementation Services, or eScribe's right to grant others the right to access and use the Services or the Documentation. Should eScribe become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eScribe will notify the Customer immediately;
 - v. eScribe's **proprietary software applications** and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eScribe hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eScribe will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. The Customer acknowledges that this Agreement is not contingent on the delivery of any future functionality or features of the Services.
 - i. eScribe shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. Support Services

- a. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3. Fees



Subscription Agreement

- a. The first **year's** Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase from the previous **year's** Subscription Fees by four percent (4%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- f. All references to currency are in Canadian Dollars.

4. Term

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (**the "Term"**), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. Termination

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (**an "Event of Bankruptcy"**), **then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.**



Subscription Agreement

- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eScribe, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.
 - c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
 - d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eScribe shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
 - e. Within thirty (30) days after the termination or expiration of this Agreement, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.
 - f. Termination for Convenience Clause: Customer may terminate this agreement for any reason by providing written notice to eScribe prior to May 19th, 2023 and the above clauses 5(a) through 5(e) would not apply.
6. Limitation of Liability
- a. Liability of eScribe under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A, or the value of insurance listed in section 10, whichever is greater. eScribe will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic



Subscription Agreement

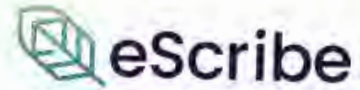
disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. Indemnity

- a. eScribe shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to eScribe's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eScribe's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.
- b. eScribe shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eScribe if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or **potentially infringe a third party's rights**, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. "Confidential Information" means all information disclosed by one party **(the "Disclosing Party")** to the other party **(the "Receiving Party")**.



Subscription Agreement

whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eScribe's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eScribe agrees and acknowledges that the Customer may be subject to Provincial or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f)



Subscription Agreement

supplement the terms of section 8 as it pertains to Confidential Information that is “Personal Information”. eScribe acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes “Personal Information”, and that such information is confidential. eScribe agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eScribe will not, other than as required to provide the Software Services, disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eScribe will notify the Customer immediately of any breach of this section 8(f).

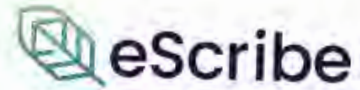
- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. Non-Solicitation

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eScribe of any employee or person retained or engaged by eScribe in any capacity whatsoever.

10. Insurance

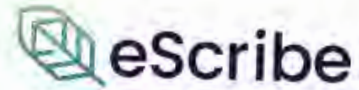
- a. eScribe shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in CAD):
 - i. General liability insurance insuring eScribe's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation



Subscription Agreement

Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;

- ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
- iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and
- iv. Errors and omissions liability insurance insuring eScribe to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
 - A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defence of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eScribe's **computer network** or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;



Subscription Agreement

- D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eScribe;
- E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
- F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eScribe.

If coverage is to be cancelled or non-renewed for any reason, eScribe shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eScribe at eScribe's **expense**. The term of the Extended Reporting Endorsement will be decided by the Customer and eScribe.

- b. eScribe shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eScribe.
- d. eScribe shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eScribe fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eScribe.
- f. eScribe and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eScribe may sustain incidental to or in any way related to eScribe's obligations under this Agreement.



Subscription Agreement

11. Advertising

- a. Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. Trademarks

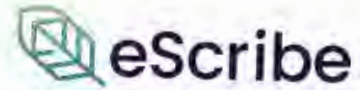
- a. Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eScribe with information and feedback concerning the Service's functional requirements and product definition which eScribe shall consider when formulating the product development roadmap and plans. This co-operative process between eScribe and the Customer does not create any obligation upon eScribe to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eScribe incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

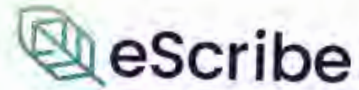
- a. Relationship of Parties. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. Entire Agreement. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. Ride Along: The terms of this Agreement may be extended for use by other parties, including: municipalities, school boards and government agencies upon execution of an addendum outlining the associated



Subscription Agreement

Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.

- d. No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. Partial Invalidity. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.
- f. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. Assignment; Enurement. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. Injunctive Relief. The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it,



Subscription Agreement

injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

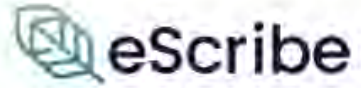
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.
- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

The Corporation of the Township of Billings



Subscription Agreement

15 Old Mill Road
P.O. Box 34
Kagawong, ON
P0P 1J0

Attention: City Clerk

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

The Corporation of the Township of
Billings

DocuSigned by:
Kevin Donovan
EDCEB02488F-44E...

Signature

DocuSigned by:
Emily Dance
3022-8-1175-3420126


Signature

7/28/2023 | 4:21 PM EDT

Date

7/28/2023 | 4:14 PM EDT

Date

Kevin Donovan 

Authorizing Officer, Title

Emily Dance The Corporation of the Township of Bill

Authorizing Officer, Title

I have the authority to bind the organization



Subscription Agreement

Appendix A – Annual Subscription Fees

eScribe Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eScribe Efficiency Bundle	Annual	\$ 4,000	1	\$ 4,000
eScribe Meeting Manager		INCL		
eScribe Participant Access		INCL		
eScribe Internet Publishing		INCL		
Forms Authentication		INCL		
Subtotal - Annual Software and Support Fees				\$ 4,000
LESS JULY SUBSCRIPTION DISCOUNT EXPIRING JULY 31, 2023				-\$ 400
Total - Annual Software and Support Fees				\$ 3,600



Subscription Agreement

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eScribe’s helpdesk is available to take live incoming calls, emails and be available to respond to the Customer’s Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eScribe’s helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eScribe’s support desk.
- c. Direct access for Customer Support Contacts to eScribe’s team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer’s responsibility for any Implementation Services fees for any new Services.



Subscription Agreement

Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: <https://customerportal.eScribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and



Subscription Agreement

resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

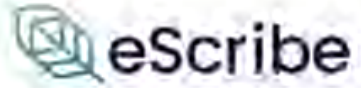


Subscription Agreement

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

Implementation Fees		Service Fee	Quantity	Cost
eScribe Accessibility Setup/Training	One time	\$ 1,623	1	\$ 1,623
2 Meeting Types		INCL		
eScribe Academy Licence	One Time	INCL	2	
Total – One-time Implementation Fees				\$ 1,623



Subscription Agreement

Appendix D – Authorized Meeting Types

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	

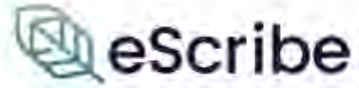


Subscription Agreement

Appendix E – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third-Party Data Migration, (Appendix F) eScribe will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50



Subscription Agreement

Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third-Party Data Migration Services listed below.

In Scope

- N/A

Out of Scope

- N/A

Assumptions

- N/A

Optional Sections

N/A

Additional Notes

- N/A

Migration Timelines

Data migrations are done as a phase 2 of your onboarding project. Migration projects are not committed to the schedule until the project planning phase with your onboarding team.

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.



Subscription Agreement

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.



Subscription Agreement

Modification to Services

The Customer wishes to modify the Services as defined below, effective the ____ day of _____, 2022 in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd

The Corporation of the Township of Billings

Signature

Signature

Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization



BY-LAW NO 2023-87

BEING A BY-LAW TO PRESCRIBE A TARIFF OF FEES IN RESPECT TO
PLANNING MATTERS

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

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

AND WHEREAS, Section 69 (1) of the Planning Act, 2001, R.S.O. 1990, c. P. 13, as amended, provides that a municipality may establish a tariff of fees for the processing of applications made in respect of planning matters;

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

- 1.0 THAT the Corporation of the Township of Billings hereby establishes the tariff of fees in respect of planning matters as set out in Schedule 'A' which is attached and forms part of this By-Law.
- 2.0 THAT, the tariff of fees shall be payable prior to the provision of the service.
- 3.0 THAT, any unpaid fees imposed by the municipality shall be added to the tax roll for the property and collected in the same manner as municipal taxes.
- 4.0 THAT By-Law No. 84-10 is hereby repealed
- 3.0 THIS By-Law shall come into force and effect upon passing.
- 4.0 THIS By-Law may be cited as "Tariff of Fees – Planning Matters"

READ a FIRST and SECOND TIME this 5th day of September, 2023

READ a THIRD TIME and FINALLY PASSED this 5th day of September, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-88

BEING A BY-LAW TO AMEND BY-LAW NO. 2023-45 BEING AN AGREEMENT WITH EXP SERVICES INC FOR 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 Council of the Corporation of the Township of Billings passed By-Law No. 2023-45 to enter into an agreement with EXP Services Inc for Engineering of the Old Mill Road Bridge;

AND WHEREAS Council of the Corporation of the Township of Billings deems it expedient to amend the agreement to include additional work for tender preparation & administration and contract administration at an upset limit for the project to \$136,327.00 plus 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 amending By-Law No 2023-45 to add the Contract Amendment dated August 24, 2023 to include additional work for tender preparation & administration and contract administration for a total upset limit of \$136,327.00 plus HST which is attached as Schedule 'B' and forms part of this By-Law.
- 2.0 THAT the Corporation of the Township of Billings hereby authorizes amending By-Law No 2023-45 the Old Mill Road Bridge Replacement Technical Proposal to include the Old Mill Road Bridge Tendering Proposal which is attached as Schedule 'C' and forms part of this By-Law.
- 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 THAT all other provisions of By-Law No. 2023-45 remain in full force and effect.
- 5.0 THIS By-Law shall come into full force and effect upon final passage.
- 6.0 THIS By-Law may be cited as "Amend Engineering Agreement-Old Mill Road Bridge Replacement By-Law (1)"

READ a FIRST and SECOND TIME this 5th day of September, 2023

READ a THIRD TIME and FINALLY PASSED this 5th day of September, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



CONTRACT AMENDMENT

Consultant:	EXP Services Inc. 885 Regent Street, Suite 3-6A Sudbury, ON P3E 5M4	Date:	August 24, 2023
		EXP Project #	SUD-23007281-A0
Client:	Township of Billings 15 Old Mill Road, P.O. Box 34 Kagawong, ON P0P 1J0	Client Project #	2023-03

Project Name and Location: **Township of Billings 2023-03 Old Mill Road Bridge Replacement**

In accordance with the original Contract Agreement, the Agreement changes as detailed below are hereby authorized:

Description of Work and/or Scope

This Contract Amendment is provided by EXP to the Township of Billings (hereinafter referred to as "the Client") for the addition of Tender Preparation & Administration, as well as for the addition of Contract Administration & Inspection for the Kagawong Engineering Services Design Project. Please see the attached proposal for more information.

Additional Work

The scope of additional work is:

1. Tender Preparation & Administration and Contract Administration & Inspection as per the attached ***Old Mill Road Bridge Replacement - Tender Proposal***, dated August 24, 2023.

Assumptions

Same assumptions as original proposal.

Exclusions

Same exclusions as original proposal.

Costs

Item	Description	Cost
1	Project Management	\$4,000
2	Tender Preparation & Administration	\$18,000
3	Contract Administration and Construction Inspection including disbursements	\$44,700
4	Contingency	\$5,000
	Total	\$71,700

Total net change in Contract cost resulting from this Contract Amendment: \$71,700.

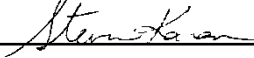
Fees are extra to original contract value and will be invoiced once approved. Fees are consistent with hourly fees presented in the original proposal. HST (13%) will be added at the time of invoicing.

Contract Value Summary

Phase	Original Contract Value	Revised Contract Value
Project Management and Coordination	\$8,605	\$12,605
Structural Design	\$26,732	\$26,732
Civil Design	\$16,925	\$16,925
Geotechnical Investigation	\$12,365	\$12,365
Tender Preparation & Administration		\$18,000
Contract Administration and Construction Inspection		\$44,700
Contingency		\$5,000
TOTAL	\$64,627	\$136,327

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

EXP Services

Signature: 
 Name: Steven Kacan, P.Eng.
 Title: Civil Engineer
 Date Signed: August 24, 2023

Township of Billings

Signature: _____
 Name: Bryan Barker
 Title: Mayor
 Date Signed: _____

Township of Billings

Signature: _____
 Name: Emily Dance
 Title: CAO/Clerk
 Date Signed: _____



Old Mill Road Bridge Replacement - Tender Proposal

EXP Northern Ontario Engineering

Type of Document:

Proposal

Project Name:

Old Mill Road Bridge Replacement
Kagawong, Ontario

Project Number:

SUD-23007281-A0

Prepared By:

Steven Kacan, P.Eng.

Civil Engineer

EXP

885 Regent Street, Suite 3-6A

Sudbury, ON, P3E 5M4

t: +1.705.674.9681

f: +1.705.674.5583

Date Submitted:

2023-08-24

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1. Introduction

1.1 Company Profile

With a heritage dating back to 1928, EXP Services Inc. (EXP) has grown into one of Canada's largest and most successful engineering and consulting firms. With projects around the globe, EXP offers its clients in both the private and public sectors a full range of services provided by a dedicated team of over 3,400 professionals, including specialist engineers, project managers, and technical experts from over 100 Canadian, U.S. and international locations. At EXP, we provide professional, technical, and strategic services to the world's built and natural environments in six key practice areas: Buildings, Earth & Environment, Energy, Industrial, Infrastructure, and Sustainability.

Our commitment to excellence has enabled us to constantly create value for our clients and has significantly contributed to EXP's dynamic growth on a global scale. Clients will have easy access to the highly experienced and creative professionals available at EXP to ensure that right people provide the right solution. Whether the project is big or small, we can deliver global expertise from a local presence - for any project - anywhere in the world.

Additional information about EXP, the markets we serve, and the services we provide is available on our website at www.exp.com.

2. Project Understanding

2.1 Preparation and Administration of Tender Documents

Prior to the issuance of the tender, EXP will prepare a Class 'C' and Class 'B' construction cost estimate, and a construction schedule. This information will be submitted a part of the 60% and 90% complete design package, respectively. When the design is 100% complete, a Class "A" construction estimate will be prepared together with an updated schedule. Once the 100% design complete meeting has been held, EXP will incorporate any comments from the Township of Billings staff and all stakeholders into the final tender package.

EXP will prepare and submit tender documents and technical specifications for the Township of Billings staff in hard copy (unbound) and digitally (in MS Word and PDF format) in accordance with procurement procedures of the RFP. EXP will ensure that all required approvals are in place prior to tender and that all contract documents are complete and contain enough detail necessary for the construction of the work. When the final tender documents are prepared, EXP will send two full sized (A1), and two half sized (A2) sets of drawings to the Township of Billings.

During tendering, EXP will help coordinate the issue of the final construction contract with the Township of Billing's staff. If necessary, during the tender period, EXP will issue addenda as required to all bidders to clarify tender items.

2.2 Contract Administration and Construction Inspection

- **Procurement Support** – We will provide tendering assistance during tender period. This may include attending a Public Information Meeting and Tender Information Meeting, respond to technical questions, and preparing and issuing addendum if necessary. Upon tender closing, we will review tenders received and make an award recommendation to the Municipality.
- **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. Fifteen (15) site visits are allowed in our budget for this purpose.
- **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.

3. Cost Estimate

The estimated cost to provide the proposed scope of work is outlined below.

Fees

Project Management.....	\$4000.00
Tender Preparation & Administration.....	\$18,000.00
Contract Administration and Construction Inspection.....	<u>\$38,200.00</u>
	Total Estimated Fees (excluding HST) \$60,200.00

Disbursements

Construction Inspection	\$3500.00
Quality Assurance – Materials Testing	\$3000.00
	Total Estimated Disbursements (excluding HST) \$6,500.00

SUBTOTAL (excluding HST) \$66,700.00

Contingency

Contingency	\$5,000.00
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ESTIMATED TOTAL (excluding HST) \$71,700.00

3.1 Unit Rates

If additional works, delays, meetings, conference calls, etc. are required beyond the scope of work outlined in this proposal, the following unit rates will also apply. *These rates will be valid through to December 31, 2023, and subject to yearly adjustments thereafter.*



Hourly Rates and Disbursements

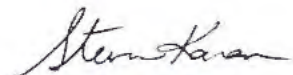
Staff	Hourly Rate
Senior Technical Review	\$205/hr
Project Manager	\$195/hr
Senior Geotechnical Engineer	\$190/hr
Senior Civil Engineer	\$180/hr
Senior Bridge Engineer	\$155/hr
Intermediate Engineer	\$130/hr
Junior Engineer	\$115/hr
Contract Administrator	\$85/hr
Technical Staff	\$90/hr
Administration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

4. Closure

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any further questions concerning the above, please do not hesitate to contact the undersigned directly.

Yours truly,

EXP Services Inc.



Steven Kacan, P.Eng.
Civil Engineer, Infrastructure

Legal Notification

This proposal is CONFIDENTIAL INFORMATION and the PROPERTY of EXP Services Inc. until such time as an agreement for the services/system outlined herein has been completed with the prospective customer and/or recipient to whom it is specifically addressed. Customer/Recipient may only disclose or indirectly cause disclosure of the CONFIDENTIAL INFORMATION to its directors, officers, employees, or consultants necessary for the limited purpose of evaluating the proposal for the specific project identified, provided that, before such disclosure, each such director, officer, employee, or consultant is made aware of and agrees to the CONFIDENTIAL NATURE and limited use of the proposal and its contents.

Customer/Recipient may use the CONFIDENTIAL INFORMATION for the limited purpose of developing and understanding the project with EXP Services Inc. and for no other purpose whatsoever.

Disclosure of the CONFIDENTIAL INFORMATION to Customer/Recipient shall not be construed in any way whatsoever as granting to Customer/Recipient a license or any other right in the CONFIDENTIAL INFORMATION.

Contents of this document are not to be used in any way detrimental to the interests of EXP Services Inc., and it is not to be reproduced in whole or in part without the Company's prior permission. In the event that this proposal is not accepted, all copies are to be returned to EXP Services Inc. within 30 days of the date of rejection of this proposal. Thereafter, Customer/Recipient shall maintain in confidence all the CONFIDENTIAL INFORMATION and shall cease all use of the CONFIDENTIAL INFORMATION.



BY-LAW NO 2023-86

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH PINCHIN
FOR 2023 ANNUAL MONITORING AND REPORTING FOR THE
KAGAWONG LANDFILL

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 accept a proposal for 2023 annual monitoring and reporting for the Kagawong Landfill.

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

- 1.0 THAT the Corporation of the Township of Billings Council hereby accepts the quote of Pinchin in the amount of \$6,245 plus for the 2023 annual monitoring and reporting for the Kagawong Landfill which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 THAT the Mayor and CAO/Clerk are hereby authorized to sign the agreement and any necessary amendments thereto on behalf of the Township of Billings.
- 3.0 THIS By-Law shall come into force and effect upon passing.
- 4.0 THIS By-Law may be cited as "Pinchin Landfill Monitoring Agreement 2023 By-Law"

READ a FIRST and SECOND TIME this 5th day of September, 2023

READ a THIRD TIME and FINALLY PASSED this 5th day of September, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



August 14, 2023

The Corporation of the Township of Billings
15 Old Mill Road, PO Box 34
Kagawong, Ontario P0P 1J0

E-mail: edance@billingsstp.ca

Attention: Emily Dance, CMO, AOMC
CAO/Clerk

Re: Proposal for 2023 Annual Monitoring and Reporting
Kagawong Landfill Site, Kagawong, Ontario
Pinchin File: 229152.005

Pinchin Ltd. (Pinchin) is pleased to provide this proposal to complete the 2023 Annual Monitoring and Summary Report Program. We have provided a technical scope and associated pricing information. Pinchin is well qualified to take on this work and we trust our proposal meets your expectations. We look forward to discussing the project in more detail. Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

Pinchin Ltd.

Prepared by:

Reviewed by:

Meagan Bradley, B.A.
Project Manager

705.521.0560
mbradley@pinchin.com

Tim McBride, B.Sc., P.Geo., QP_{ESA}
Practice Specialist – Hydrogeology
Director, Northern Ontario
705.521.0560
tmcbride@pinchin.com

Proposal for the 2023 Annual Monitoring and Summary Report

Kagawong Landfill Site, Kagawong, Ontario

Prepared for:

**The Corporation of the
Township of Billings**

15 Old Mill Road, PO Box 34
Kagawong, Ontario P0P 1J0

Attn: Kathy McDonald

August 14, 2023

Pinchin File: 229152.005



Proposal for 2023 Annual Monitoring and Reporting

Kagawong Landfill Site, Kagawong, Ontario
The Corporation of the Township of Billings

August 14, 2023
Pinchin File: 229152.005

Issued to: The Corporation of the Township of Billings
Issued on: August 14, 2023
Pinchin File: 229152.005
Issuing Office: Sudbury, ON
Primary Contact: Tim McBride, B.Sc., P.Geo., QP_{ESA}

Author: _____
Meagan Bradley, B.A.
Project Manager
705.521.0560
mbradley@pinchin.com

Reviewer: _____
Tim McBride, B.Sc., P.Geo., QP_{ESA}
Practice Specialist – Hydrogeology
Director, Northern Ontario
705.521.0560
tmcbride@pinchin.com



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1.0 EXECUTIVE SUMMARY

Pinchin Ltd. (Pinchin) is a multidisciplinary consulting firm that provides a wide range of engineering, geosciences, environmental and occupational health and safety solutions across Canada.

The scope of work that Pinchin routinely fulfills for our landfill projects includes:

- Sampling groundwater, surface water and leachate/condensate;
- Recording field observations including water levels and field measurements;
- Comparing sample values against applicable criteria including applicable Ministry of the Environment, Conservation and Parks (MECP – formerly known as the Ministry of the Environment and Climate Change - MOECC) standards;
- Preparing interim reports that include description of sampling locations, sampling methodology, results, recommendations, figures and drawings;
- Preparing final reports that incorporate the information of the interim reports, along with trend analysis; and
- Project management meetings and progress updates.

Additionally, Pinchin has provided training services in leachate sampling and analysis and remediation design planning for landfills. Pinchin is experienced in developing and implementing residential well sampling programs, including notification and consultation with affected residents prior to sampling and after each sampling event and communication with the responsible government agency.

Notably, Pinchin regularly presents at a number of high-profile environmental conferences, such as the RemTech conference in Banff and Science Advisory Board on Contaminated Sites workshop in Vancouver, on innovative methods for conducting on-site investigation and remediation activities.

Pinchin has extensive experience conducting environmental sampling at contaminated sites across Canada. The project staff dedicated to this project have significant background in landfill projects, particularly for groundwater, surface water, leachate and landfill gas monitoring. Each of the landfills operated within a Certificate of Approval or Environmental Compliance Approval, and each project was completed on time and on budget.



2.0 PROPONENT PROFILE AND CORPORATE EXPERIENCE

2.1 Profile Summary

From St. John's to Victoria, Pinchin is staffed by a team of over 900 skilled and experienced professional engineers, scientists, industrial hygienists, geologists, technologists, project managers and support staff to offer you localized solutions to complex problems. In Ontario, Pinchin is a member in good standing of both the Professional Engineer of Ontario (PEO) and Association of Professional Geoscientist of Ontario (APGO).

2.2 Corporate History

Established in 1981 by Dr. Don Pinchin, whose specialized expertise and knowledge in the asbestos abatement industry became the solid foundation for a company that now provides services in these areas:

- Landfill Assessment and Compliance Monitoring;
- Environmental Due Diligence and Remediation;
- Sustainability and Building Science;
- Emissions Reduction and Compliance;
- Environmental Laboratory Services (Asbestos, Lead, Mould, Odour);
- Indoor Air Quality and Mould;
- Hazardous Materials (Asbestos, Lead); and
- Occupational Health and Safety.

Pinchin continues to build on our reputation as a highly trusted consulting firm that is responsive and sure-footed for our customers in today's rapidly shifting economic, environmental, social and political terrain. From a thorough understanding of our indoor environments and the hazards that can affect both people and profits, to up-to-date expertise on assessing a company's carbon footprint, Pinchin looks forward to working with an increasingly diverse range of customers to provide innovative and effective services and solutions.

2.3 Subcontractors

Pinchin will use its own forces for this project and not use any subcontractors, aside from the services of an accredited analytical laboratory.



Pinchin has worked with numerous analytical laboratories over the years. Although Pinchin does not endorse one single lab we have requested, received and reviewed quotes from analytical laboratories that are accredited by the Canadian Association for Laboratory Accreditation (CALA) and provide an excellent level of service.

Pinchin proposes to utilize the services provided by SGS Canada Inc. (SGS) in Lakefield, Ontario for laboratory analysis of samples collected by Pinchin during the monitoring program. SGS has an established quality assurance and quality control (QA/QC) program, is a member of CALA and is accredited by the Standards Council of Canada (SCC) for specified environmental analyses. SGS's internal laboratory QA/QC consisted of the analysis of laboratory duplicate, method blank, matrix spike and spiked blank samples, an evaluation of relative percent difference calculations for laboratory duplicate samples, and an evaluation of surrogate recoveries for the method blank, matrix spike and spiked blank samples.

Additionally, all parameters will be tested using Ministry of the Environment, Conservation and Parks (MECP) approved procedures and the analytical methods prescribed in the "*Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act*" dated March 9, 2004, amended July 1, 2011.

2.4 Corporate Experience

Pinchin has been actively involved in landfill management since its inception over 40 years ago and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both non-hazardous and hazardous waste disposal facilities. Pinchin is currently (i.e. during the 2023 monitoring year alone) responsible for the completion of annual monitoring for groundwater, surface water and landfill gas at over 75 landfill and sewage lagoon sites across Ontario. Of these monitoring programs, approximately half are multi-year contracts with lengths ranging from three to five years. In addition to these annual monitoring programs, Pinchin is currently involved in various landfill projects requiring regular liaison with regulators including the MECP, as well as other government agencies, such as the Ministry of Transportation and the Ministry of Natural Resources and Forestry. For various sites at which Pinchin conducts annual monitoring, Pinchin also assists with capacity assessments, amendments to ECAs, Development and Operations Plans, Closure Plans, financial assurance estimates and other documents to be submitted to the MECP in addition to the annual monitoring reports.



Examples of relevant projects being carried out and/or completed by Pinchin in Ontario, limited to the last five years, include the following:

Ministry of Natural Resources and Forestry

Timmins District Office, PO Box 3080, Highway 101, South Porcupine, ON

Megan Kilgour, 705-235-1150

Contract Value \$145,000.00/year (44 landfills, including analytical fees)

“2018 to 2022 Northeastern Ontario Annual Waste Disposal Site Groundwater & Surface Water Monitoring & Reporting Project”

Township of Jocelyn

3670 5th Side Road, Jocelyn, ON

Janet Boucher, 705-246-2025

Contract Value \$32,000.00 (1 landfill annually for six years, including analytical fees)

“2016-2022 Jocelyn Township Annual Waste Disposal Site Monitoring & Reporting Project”

Township of Spanish & Sables Rivers

PO Box 70, 8 Trunk Road, Spanish, ON

Kim Sloss, 705-844-2300

Contract Value \$107,000.00 (5 landfills annually, including analytical fees)

“2016-2022 Spanish Sables Townships Annual Waste Disposal Site Monitoring & Reporting Project”

Township of McGarry / Virginiatown

27 Webster Street, McGarry, ON

Clermont Lapointe, 705-634-2145

Contract Value \$12,500.00 / year (1 landfill annually, including analytical fees)

“2015-2022 McGarry Annual Waste Disposal Site Monitoring & Reporting Project”

2.5 Supplier Diversity

Pinchin does not have a formal diversity policy in terms of suppliers; however, Pinchin has onboarded a variety of vendors that help us maintain a diverse portfolio of suppliers and subcontractors.



3.0 ORGANIZATION AND PROJECT TEAM

With over 40 years combined experience in Landfill Assessment, Monitoring, Permitting and Planning, Pinchin's project team shall consist of the following experienced environmental personnel who have significant experience with landfill sites and meet the requirements of the Competent Environmental Practitioners.

Tim McBride, B.Sc., P.Geo., QP_{ESA}, Director, Landfill & Municipal Services

Mr. McBride will be designated as the Project Manager for the project. Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, sub-watershed studies, water well interference studies, remedial planning and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario.

Mr. McBride has supervised and reviewed many different kinds of projects including waste management planning studies, federal environmental assessments, waste disposal site hydrogeological studies, Design & Operations Plans, landfill monitoring (municipal and wood-waste with comparison to Guideline B-7), large diameter well installations (for drinking water, process water and landfill leachate collection), hauled sewage site monitoring and reporting, well-head protection studies, industrial stack testing, mine tailings assessments, designated substance surveys, geotechnical investigations, soil and ground water inspections and drinking water inspections in both residential and municipal settings.

Alana Valle, B.Eng., Project Coordinator, EIT

Alana is a Project Coordinator in the Environmental Due Diligence and Remediation group and has been employed by Pinchin Ltd. since 2019. Alana holds a Bachelor of Engineering in Environmental Engineering from the University of Guelph and is an Engineering Intern with PEO.

Alana has over 4 years of environmental consulting experience and has completed many projects on behalf of Pinchin Ltd., including landfill compliance monitoring and reporting, hydrogeology assessments, waste capacity assessments and waste management plans, landfill closure plans and design & operations plans. This experience extends to industrial, commercial and government projects. Alana is currently coordinating the landfill monitoring and reporting program requirements for over 30 waste



management sites in Ontario. Alana has been responsible for a variety of projects in which soil, ground water and surface water quality in relation to regulatory standards and compliance evaluations were investigated, analyzed and reported upon. She has also authored and reviewed over 25 Design & Operation Plan reports and over 25 Waste Capacity Assessments for landfill Sites in Northern Ontario. For additional details regarding qualifications and experience, refer to **Appendix I – Pinchin Resumes**.

4.0 PROPOSED SYSTEM

4.1 Pinchin Project Team Management

Pinchin's Project Manager will provide overall responsibility for the project, the Project Team and will also be the key point of contact for the Township. The Project Manager has autonomy to assign and retain team members that best suit project delivery. This process empowers efficient project delivery and efficient Client liaison. The Project Manager, with possible assistance from a Project Coordinator, will also be responsible for the development and implementation of the project schedule and supervision of field personnel. The Project Manager will ensure that all of the resources required by the project (including senior document review and additional personnel if required) are available and are utilized in the most efficient way possible in order to optimize the project's approved budget and to ensure that deadlines and project requirements are met.

4.2 Integration of Pinchin's Team with the Client's Team

At the project outset, Pinchin will develop a system of communication to ensure that all pertinent information pertaining to the project is communicated to the Township in a timely manner and in a fashion acceptable to the Township (telephone, email, etc.). Information communicated to Pinchin by the Township may be sent directly to Pinchin's Project Manager for communication to staff engaged in project activities. Pinchin's Project Manager will be available to the Township at all times during the project to provide status updates, schedule information, and to answer questions regarding the work.

4.3 Notification of Award and Project Initiation

Upon receipt of notification of award, Pinchin's Project Manager will enter the project details into our project management software system ("*Vision*") which will assist in tracking project costs and schedule. All of the appropriate project, Client and billing information will be entered allowing for project personnel to appropriately track project costs (consulting labour and disbursements) in a manner allowing for easy preparation of financial updates and status reports on an as-needed basis.



4.4 Project Kick Off Meeting

Critical to the success of the project will be the seamless transfer of information between Pinchin and the Township. It will be the responsibility of the Pinchin Project Manager to help make sure that this happens. At the commencement of the project, the Pinchin Project Manager will meet with the Township's Project Manager (via conference call) and any other required members of the Project Team for introductions to receive a thorough understanding of the makeup of the Project Team and the roles and responsibilities of all parties and to establish communication pathways that will be used throughout the project. The project kick-off meeting will also confirm project objectives and scheduling and establish appropriate methods for data transfer. This meeting may be held via teleconference if deemed appropriate by all parties.

Upon completion of our kick-off meeting with the Township, Pinchin's Project Team will meet to fully review the project's scheduling, scope of work, technical and health and safety requirements and Client expectations. A Hazard Assessment document will be prepared for the project to identify the potential hazards, assess risk and develop adequate controls to eliminate or control the hazards. The Hazard Assessment is reviewed and signed off by all Project Team members prior to site work/visit.

5.0 WORK PLAN AND DELIVERABLES

The following sections detail the methodology and scope of work for each deliverable of the assignment.

The purpose of completing the monitoring program for the Site is to provide the required MECP annual reports that include an overview of the respective Sites' environmental monitoring, environmental compliance and operations summaries, as well as provide all technical elements related to water quality aspects. Pinchin proposes to complete these environmental monitoring and reporting requirements as a compliance requirement under the site-specific ECA for the Site and in compliance with the applicable regulatory requirements.

In addition to the Site-specific requirements, Pinchin proposes to carry out the monitoring program at the Sites in accordance with the following documents:

- Ontario Regulation (O.Reg.) 232/98, "*Landfilling Sites*", under the Environmental Protection Act;
- MECP, January 2012, "*Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites*" (MECP Landfill Standards);
- O.Reg. 101/07 Waste Management Projects and MECP, March 2007, "*Guide to Environmental Assessment Requirements for Waste Management Projects*", under the Environmental Assessment Act;



- MECP, April 1994, *"Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities, Guideline B-7 (formerly 15-08)"* (Guideline B-7); and *"Determination of Contaminant Limits and Attenuation Zones, Procedure B-7-1"*, (formerly referenced by 15-08);
- O.Reg. 347/00 R.R.O. 1990, *"General – Waste Management"*, under the Environmental Protection Act;
- O.Reg. 903 R.R.O. 1990, *"Wells"*, under the Ontario Water Resources Act;
- O.Reg. 169/03, *"Ontario Drinking Water Quality Standards"* (ODWQS), under the Safe Drinking Water Act, 2002;
- MECP, June 2003, revised June 2006, *"Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines"*;
- MECP, November 2010, *"Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document"*; and
- MECP, December 1996, *"Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario"* (Sampling Document).

Pinchin shall complete the proposed tasks in accordance with the above-mentioned applicable landfill standards and documents to ensure consistency with generally applied professional practices, including the recently released MECP guidance for Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document

5.1 Sampling and Data Collection Program

Pinchin will conduct an environmental monitoring program which will consist of the collection of 12 groundwater samples from the existing monitoring well network. It is proposed that the environmental monitoring be completed in the fall (September/October) of 2023.

The scope of work for the environmental monitoring program will consist of the following activities:

Groundwater Monitoring

Pinchin will review the Site-specific monitoring well locations and will notify the Client prior to field activities. Pinchin will subsequently mobilize staff to the Sites for field monitoring activities;

- A series of samples shall be collected from multiple locations using standard purging and sampling equipment an effort will be made to minimize potential for cross-contamination by initiating sampling at the lesser-contaminated monitoring well installations and progress to locations with higher potential levels of contamination;



- An inspection will be completed of each groundwater monitoring well installation for damage and/or compliance with O.Reg. 903. Confirmatory measurements of the well construction details will be collected to confirm the well installation details;
- Static groundwater levels shall be collected at all monitoring well locations during the monitoring event using a 100-metre water level tape. Measurements will be collected from the top of riser pipe and will be utilized to determine hydraulic vectors and gradients and to determine whether rising or falling groundwater elevations significantly affect contaminant migration. At a minimum, two replicate readings shall be collected no less than three minutes apart to ensure level stabilization;
- Each monitoring well shall be purged during the sampling event prior to the collection of sample. Monitoring wells shall be purged using new or existing 3/8" High Density Polyethylene (HDPE) tubing sampling equipment which will be replaced where required (Pinchin is unsure that existing tubing is reliable in both performance and quality and may need to be replaced). Pinchin shall purge a minimum of three (3) well volumes to a maximum of six (6) well volumes using new Pinchin-supplied sampling equipment until the well volume column is representative of the surrounding formation;
- During purging activities, additional groundwater monitoring parameters shall be collected from each monitoring well using a calibrated YSI-556 water quality meter for real-time in-situ measurement of field parameters including:
 - Dissolved Oxygen (DO);
 - Conductivity;
 - pH;
 - Temperature;
 - Total Dissolved Solids (TDS); and
 - Oxidation-Reduction Potential (ORP).
- Groundwater samples shall be collected from each groundwater monitoring installation in accordance with the MECP Sampling Document. Dissolved parameters will be field-filtered using an in-line 0.45 micron disposable filter. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by the Canadian Association for Laboratory Accreditation (CALA) in accordance with the International Standards ISO/IEC 17025 "General Requirement for the Competence of Testing and Calibration Laboratories", dated December 15, 1999. All parameters will be tested using MECP approved procedures and the analytical methods



prescribed in the “*Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act*” dated March 9, 2004, amended July 1, 2011;

- All groundwater samples will be analysed during the monitoring event at the pre-determined monitoring well locations for the parameters listed in the ECA and the previous annual monitoring report. Although some laboratory packages may include additional testing parameters, Pinchin will only report parameter analyses results as per the supplied parameter lists;
- Groundwater sample results will be compared to the applicable Ontario Drinking Water Quality Standards and/or reasonable groundwater usage parameters and shall be further assessed using Guideline B-7 to establish and determine levels of contaminant discharges to the groundwater formation, which would be considered acceptable by the MECP for naturally attenuating landfill sites; and
- Pinchin shall collect and submit one groundwater field duplicate per ten or less samples recovered for quality assurance and quality control purposes (QA/QC), per sampling event.

5.2 Annual Summary Memo

Following completion of water sampling and analysis, Pinchin will prepare an Annual Summary Memo for the Site. The memo will be prepared by a qualified person and will include the following mandatory provisions:

- A review of the 2023 groundwater water quality data;
- A comparison to the water quality data to the historical data;
- A discussion regarding the QA/QC program and whether relative percent differences and major ion balance percentages are within acceptable limits;
- Conclusions and recommendations for future monitoring that link the results of current findings to previous studies (provided by the Township); and
- A detailed map indicating the sampling locations (groundwater, surface water and methane monitors).

6.0 QUALITY ASSURANCE PLAN

Pinchin employs a number of quality management systems and standard operating practices designed to ensure the delivery of every project and complete Client satisfaction. Our quality management systems ensure the consistent delivery of our services, reports and specifications Pinchin has developed for all



aspects of our work systems to ensure the consistent quality and delivery of our services, reports and specifications. Some of the most effective are as follows:

- **Standardized Meeting Process:** For all meetings Pinchin will prepare or contribute to a written agenda to ensure that meetings are kept on point and discussion items are relevant to the meeting objective. For meetings run by Pinchin, we commit to submitting Agendas at least 3-5 business days ahead of time, so participants can adequately prepare for the meeting. Minutes with action items will be forwarded to the meeting participants within 2 business days following the meeting.
- **Standardized, Pre-reviewed Documentation and Report Formats:** It has been recognized by Pinchin for many years that quality control for Clients can be best met by utilizing the information which specialists, within the Company, possess. In order to ensure that the information is available to all personnel, Pinchin utilizes master documents which have been developed by key specialists across Canada and reviewed by National "focus groups". The focus groups meet face to face or by teleconference four times per year. This ensures that our documents remain up to date and they also incorporate local requirements.
- **Senior Review of Documents:** All documents issued by Pinchin are subject to peer review by a specialist in the same group. A signed review checklist sheet is prepared by the report author and submitted to the reviewer with the report, who then in turn signs off the review process. This signed review sheet is maintained for all projects within the project file.
- **Equipment Maintenance and Calibration:** All equipment used during project assignments is maintained and calibrated in accordance with our field procedures and manufacturer's instructions. All calibration records are maintained within the project file.
- **Use of Accredited Laboratories:** Pinchin has agreements with nearly a dozen accredited laboratories in Canada and the United States which ensures the highest level of quality. Pinchin uses only laboratories certified by the Canadian Environmental laboratories Association to test for environmental parameters.
- **Field Audits:** As a performance verification process, Pinchin conducts periodic audits of team members. This includes Project Managers attending field sites to observe activities and verify that expected standards and practices are being followed.



Where applicable, field sampling equipment decontamination will be completed in accordance with accepted protocols. As a minimum, sampling equipment is washed with detergent solution and rinsed with distilled water between samplings. Decontamination procedures will vary depending on the project nature and will be undertaken to prevent any cross-contamination between sampling sites. Screening instruments are calibrated periodically.

For every ten groundwater samples collected, one field duplicate sample will be collected and included in the laboratory submission for analysis. Laboratory blanks and duplicates will also be used to ensure sample integrity. Relative Percent Differences (RPDs) will be calculated and discussed where applicable. Samples will be placed in appropriate sample containers provided by the laboratory and preserved (as required based on type of analysis) until delivered (shipped by courier or hand delivered) to the laboratory for analysis. A chain of custody form will accompany samples at all points of handling.

7.0 COST OF SERVICES

The estimated costs for the completion of the annual monitoring and reporting program for the Kagawong Landfill are provided in Appendix II and include a detailed breakdown of fees and disbursements. The overall cost to complete the required work program is estimated to be **\$6,245**. This cost does not include 13% HST.

This cost estimate assumes that Pinchin will pay the laboratory sub-contractor directly. The costs for the work program are based on a time plus disbursements basis and will be invoiced monthly. Incidental disbursements (faxes, photocopies, long distance, computer usage, etc.) will be invoiced at 6% of fees. Out of office disbursements will be charged at cost plus 10% and mileage will be billed at \$0.66/km. The overall costs for each Site are to represent a maximum upset limit.

Our estimated cost is based on Pinchin's current knowledge of site conditions and the client's requirements. Should conditions vary during the course of the investigation, Pinchin reserves the right to modify this workplan; however, no budgetary changes will be made without written authorization from the client.

At the time this proposal was prepared, the ongoing pandemic and various government directives could impact the ability of Pinchin to conduct the project and the ability of the Client to provide access to the project site at any time with no notice. Should a work stoppage be necessary, this will be considered a force majeure event, and no liability will accrue to either party as a result of the work stoppage. Pinchin will provide Client with an invoice for all work performed to date, including any necessary reasonable demobilization costs, and Client agrees to pay such invoice according to the payment terms of the contract or sooner as mutually agreed.



Proposal for 2023 Annual Monitoring and Reporting

Kagawong Landfill Site, Kagawong, Ontario
The Corporation of the Township of Billings

August 14, 2023
Pinchin File: 229152.005

The estimate in this proposal will be honoured for a period of 90 days, after which Pinchin reserves the right to review the costing.

The proposed services are subject to the Terms and Conditions given in the "Authorization to Proceed" contract form as attached in Appendix II.

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Template: Groundwater Monitoring and Sampling Proposal Template, EDR, March 23, 2020

APPENDIX I
Pinchin Resumes



Tim McBride, B.Sc., P.Geo. QPESA

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist - Hydrogeology

Professional Summary

Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty-five years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, subwatershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario. Mr. McBride has a strong background in hydrogeology, aquifer development and characterization, landfill assessment, geophysical surveys, shallow combustible gas vapour surveys, lagoon monitoring, and contaminant impact assessment and have supervised the remediation of numerous contaminated properties. This remediation experience includes excavation and off-site disposal (dig and dump), biopile construction, in-situ bioremediation and large interception well systems (pump and treat) for various contaminants including metals, petroleum hydrocarbons and polyaromatic hydrocarbons.

Education

- Environmental Hydrogeology, University of Waterloo, Waterloo, Ontario, 1997

Professional Designations / Associations

- APGO Association of Professional Geoscientists of Ontario

Professional Development

- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually
- NORCAT: Northern Centre for Applied Technology, Surface Orientation,
- St. John's Ambulance: Emergency First Aid
- Fire Extinguisher Training
- Respirator Fit Test: Soucie Salo Safety, Sudbury,
- Electrical Awareness Training
- Safety, Health & Environment Leadership Training

- Basic Certification Training for Joint Health and Safety Committees (Part 1 & 2)
- Inspired Leadership & S.P.I.R.I.T Development Program

Professional Experience

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist - Hydrogeology, Pinchin Ltd., 2017 to Present

- The role of Director of Landfill Services and Practice Specialist – Hydrogeology for Pinchin Ltd. primarily involves developing the capabilities of our landfill and hydrogeological team to service municipal and industrial clients across Ontario. Mr. McBride focuses on supervising the team and project managers through design and compliance phases.
- Through this role Mr. McBride ensures that clients are in compliance with respect to policies, procedures, and regulations. He cuts through the uncertainty found in all phases of work in the landfill and hydrogeological services by delivering clearly worded reports that meet the needs of all stakeholders. This includes the preparation of technical documents that can be understood by lay people, and ensure that all deadlines are met for reports submitted to government agencies.
- Mr. McBride works hard to identify opportunities to streamline study design and compliance monitoring; providing efficiency and cost savings to clients (both municipalities and private sector) with long-term monitoring requirements, and assisting private clients with the additional requirement of financial assurance, in accordance with provincial regulations.

Environmental Hydrogeologist and Assistant Unit Manager, AMEC Earth & Environmental, 2001 to 2017

Hydrogeologist, Trow Consulting Engineers Ltd., 1997 to 2001

Junior Environmental Analyst, INCO Ltd., Environmental Control Department, 1996 to 1997

Project Experience

Environmental Impact Monitoring

- Weyerhaeuser Lime Mud Disposal Pits, Dryden, Ontario: Responsible for the review field and geochemical data from historical annual groundwater monitoring reports for this industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- Deloro Landfill Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater, residential well and surface water samples from this domestic and industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- German Township Waste Disposal Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater and residential well samples from this domestic waste site. Completed an annual monitoring report, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives.

- Falconbridge, Lockerby Mine, Whitefish, Ontario: Completed an annual groundwater monitoring report, including an assessment of the on-site disposal site versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria.
- Tembec Sawmills, Northern Ontario: Utilized field and geochemical data for ground and surface water samples to complete annual monitoring reports for 8 sites, including an assessment of the on-site woodwaste disposal sites versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria. Each report required individual consideration, in order to address the requirements of the individual Certificates of Approval for each site and evaluate compliance.

Hydrogeological Evaluations

- Detailed Hydrogeological Evaluation of Two Aquifers, Onaping, Ontario: Completed an evaluation, using large scale pumping tests, geochemical analysis and groundwater modelling, to assess the potential of the aquifers to provide suitable and sustainable water quantity and quality for the specified water supply requirements. In addition, this report concluded as to whether the aquifers should be considered as groundwater under the direct influence ("GUDI") of surface water, as defined by the Ministry of the Environment, Conservation and Parks ("MECP") Ontario Drinking Water Standards ("ODWS") and subsequently, whether or not chemically assisted filtration and disinfection was required. Duties involved the coordination of all staff (including field, groundwater modelling, laboratory and office) and subcontractors (drilling, pump testing, particle counting, two geochemical laboratories), the preparation of monthly progress reports, invoicing, budget updates, change orders, data interpretation and presentation of the final study findings and recommendations.
- GUDI Assessment for Larder Lake Water Works, Larder Lake, Ontario: Conducted a GUDI study, as defined by the MECP, in support of a Certificate of Approval application. Based on a review of existing groundwater modelling, geological and chemical data, completed a detailed hydrogeological assessment of the water supply aquifer and provided recommendations for future development and maintenance.
- Preliminary Hydrogeological Evaluation, Killarney, Ontario: Completed a preliminary hydrogeological evaluation in order to assess the bedrock aquifer characteristics with respect to quality and quantity through review of available historical databases and information sources. Based on the estimated water supply requirements, determined the number of necessary wells, the mutual interference profiles, capture zones and potential off-site impacts.
- Preliminary Site Servicing Options Study, Proposed Industrial Park, Earlton, Ontario: Required to investigate servicing options and constraints since the existing infrastructure that supplies water and sewer did not extend to the subject lands. The potential yield of the aquifer was subsequently evaluated in terms of its suitability as a long-term water source for the industrial development. The shallow soil conditions were also reviewed in order to assess the feasibility of individual sewage disposal systems. Based on the estimated development requirements, determined the mutual interference profiles, capture zones and potential off-site impacts.

Site Decommissioning and Remediation Studies

- Vale Crean Hill Mine Landfill Site, Whitefish, Ontario: Completed the closure design and construction management for an industrial landfill site associated with the Crean Hill Mine operations. Prepared a final site grading plan in order to meet the MECP specified slopes, as well as the design of two landfill cap systems (i.e., low permeability soil versus geosynthetic clay liner). Prepared tender documents for the preferred cap system (low permeability soil) and supervised construction of the landfill cap.
- Phase I/II and III Environmental Site Assessments, Sudbury Ontario: Conducted a limited Phase I and II ESA to evaluate the environmental condition of four commercial properties in Sudbury. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.

- Site Remediation, Hydro Transformer Sub-Station, Sturgeon Falls, Ontario: Directed site remediation activities for an abandoned distribution station, surrounded by residential land, contaminated with polychlorinated biphenyls (PCB). Collected the appropriate number of verification samples to evaluate the final environmental status of the site as per the current guidelines.
- Residential Fuel Spill, Little Current, Ontario: Supervised the removal of residual hydrocarbon contaminated overburden materials and the installation of a free product interception well. Installed a passive petroleum product collection system in the existing on-site bedrock well to recover free phase petroleum product from within the fractured limestone aquifer and conducted indoor air quality sampling to document the final environmental status of the site.

Environmental Investigations

- Phase I Environmental Site Assessments - Bridgestone/Firestone Properties, Northern Ontario: Supervised and assisted staff in conducting site reconnaissance visits, interviews knowledgeable on-site personnel, research of historical land uses and identified areas of actual and potential environmental concern for five Bridgestone/Firestone sites in Northern Ontario. Summarized all findings into concise reports, including off-site concerns. Responsible for data collection, reporting, review, invoicing and client progress reports.
- Phase I Environmental Site Assessment, Home Depot, North Bay, Ontario: Completed a complex Phase I ESA report on five individual parcels, prior to a land transaction for a proposed Home Depot Home Improvement Warehouse in North Bay, Ontario. The land uses varied from a furniture store to a scrap steel and salvage yard. Evaluated the land uses of the five individual lots and the associated potential environmental concerns.
- Phase I/II and III Environmental Site Assessments, Petroleum Distributor, Northern Ontario: Conducted Phase I and II ESA's to evaluate the environmental conditions of twenty-five commercial properties across Northern Ontario, including active and former retail fuel outlets and bulk plant facilities. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort at fifteen of these sites. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.
- Phase I and II Environmental Site Assessment, North Bay, Ontario: Conducted a Phase I ESA and subsequent Phase II ESA to evaluate the environmental condition of a commercial property in North Bay. Identified potential and actual sources contamination on-site and from adjacent land uses. Responsible for coordinating the intrusive soil and groundwater sampling program, field screening and selection of worst-case samples for laboratory submission. Prepared the final report comparing the findings to the applicable guidelines and provided recommendations for required future investigations.



Alana Valle, B.Eng., EIT

Project Technologist, Environmental Due Diligence & Remediation

Professional Summary

Alana Valle is a Project Technologist in the Environmental Due Diligence and Remediation (EDR) group and has been employed by Pinchin Ltd. since 2019. Alana holds a Bachelor of Engineering in Environmental Engineering from the University of Guelph and is an Engineering Intern with Professional Engineers Ontario (PEO).

Alana has approximately 2 years of environmental consulting experience and has completed many projects on behalf of Pinchin Ltd., including landfill compliance monitoring and reporting, hydrogeology assessments, waste capacity assessments, design & operations plans, landfill closure plans and waste management plans. This experience extends to industrial, commercial and government projects. Alana has been responsible for a variety of projects in which soil, ground water and surface water quality in relation to regulatory standards and compliance evaluations were investigated, analyzed and reported upon.

Education

- Bachelor of Engineering in Environmental Engineering (B.Eng. (Env.)), University of Guelph, 2020

Professional Designations / Associations

- Engineering Intern (EIT), Professional Engineers Ontario (PEO), since 2020

Professional Development

- Vale Tier 3 – Central Tailings Area, 2020
- Vale Tier 2 – Mines, 2020
- Vale Tier 2 – Surface Orientation, 2020
- Vale Tier 1 – General Orientation, 2020
- MOL Supervisor Training in 5 Steps, 2020
- MOL Worker Training in 4 Steps, 2020
- Domtar Core 2 Specific Training – Espanola Mill, 2020
- Pinchin EDR Training, 2019
- First Aid and CPR Training, 2021
- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually

Professional Experience

Project Technologist, Environmental Due Diligence & Remediation, Pinchin Ltd., 2019 to Present

- Completes groundwater, surface water, leachate, potable water and gas environmental compliance monitoring for municipal landfill sites, sawmill sites, mining sites, etc.
- Completes hydrogeological assessments and water quality monitoring reports for over 30 landfill sites, expanding knowledge of:
 - MECP's Guideline B-7;
 - Groundwater elevation contouring;
 - Piper plot analysis; and
 - Water quality trend analysis.
- Completes waste capacity assessments, design & operations plans, landfill closure plans and waste management plans, expanding knowledge in O. Reg. 232/98 and landfill standards and guidelines.
- Assisted in various other landfill monitoring projects, gaining knowledge in:
 - Leachate management studies and remediations;
 - Closure and post-closure liability assessments using MECP's Guideline B-7; and
 - Financial assurance assessments using MECP's Guideline F-15.
- Assisted in environmental compliance assessments (ECA's), gaining knowledge in creating borehole logs, soil sampling and groundwater well installations.
- Liaises with clients and other professionals and develops and maintains positive relationships.

Environmental Technologist (Coop), Wood, 2017 to 2018

- Completed water level, surface water flow, snowpack and air quality monitoring activities for Vale Canada Ltd.'s Copper Cliff operations including the Central Tailings Area, Smelter and Clarabelle Mill.
Completed groundwater and surface water quality monitoring for various mine sites such as Wallbridge Mining Company's Broken Hammer Mine and Kidd Operations' Kidd Creek Mine.
- Completed technical reports for Permit to Take Water compliance monitoring for various mine sites such as for Harte Gold Corporation.
- Completed technical water monitoring reports for landfill sites, gaining experience in applying the applicable guidelines, most notably MECP's Guideline B-7 compliance assessment procedures and O. Reg. 232/98 landfill guidelines.
- Experienced in environmental monitoring field techniques, including:
 - Groundwater and surface water sampling;
 - Water level and flow monitoring;
 - Landfill gas monitoring;



- Elevation surveying; and
- Ambient air particulates sampling.
- High attention to detail and organization skills through completing Excel data entry for professional reports.

Project Experience

- Typical clients: financial institutions, scholastic institutions, government facilities, property managers, developers and private and public facilities.

Template: LastName,FirstName – Resume Master, HO, August 2019

APPENDIX II

Authorization to Proceed. Limitation of Liability & Terms of Engagement



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: August 14, 2023	Pinchin Project Name: Fall Monitoring and Reporting	
Client: Township of Billings	Pinchin Project Number: 229152.005	Project Value: \$6,245.00 (plus applicable taxes)
Site Address: Kagawong Landfill, Kagawong, Ontario	Pinchin Project Manager: Meagan Bradley	
	Pinchin Project Manager e-mail: mbradley@pinchin.com	

This confirms Township of Billings (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated August 14, 2023, for a value of \$6,245.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

MECP FOI review fees, TSSA archival research fees greater than \$100.00 and Opta fees greater than \$250.00 are extra.

Terms and Conditions

1. Client is to identify all known actual and potential hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points and actual or potential environmental contamination. Client is to identify any specific training required for access and entry to the building, property and area of work and to provide any necessary site-specific training at its own cost to Pinchin staff, its contractors and subcontractors. Client must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of Client which could affect the safety of Pinchin staff, its contractors and subcontractors on site.
2. Pinchin makes no representations or warranties whatsoever, either expressed or implied, as to its findings, recommendations, plans, specifications or professional advice and including concerning the legal significance of its findings, or as to other legal matters touched on in the report, including but not limited to ownership of any property or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and Pinchin undertakes no, and expressly disclaims, any obligation to advise Client of such change.
3. In the event of any claim of any nature whatsoever by Client against Pinchin, its staff, officers, directors, shareholders, agents, contractors and subcontractors (collectively "Pinchin"), including but not limited to claims based on negligence and/or breach of contract, the total aggregate liability of Pinchin shall be limited to the lesser of: (i) any actual damages incurred by the client. (ii) all fees actually paid by Client to Pinchin in connection with the specific project in respect of which the claim is being made.
4. Pinchin will not be responsible for any consequential, incidental or indirect damages, including but not limited to financial losses, credit and property transactions, financing costs, property values, loss of profit or revenue, permitting/licensing issues, follow-up actions and costs. Pinchin shall not be liable for the failure of any manufactured product or system of components which are supplied by Pinchin to perform in accordance with the manufacturer's specifications or other product literature on which Pinchin reasonably relied. Pinchin will only be liable for direct damages resulting from negligence and/or breach of contract of Pinchin. Pinchin will not be liable for any losses or damage if Client has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage ("Claim Period") unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.
5. If Client brings any form of claim against any third party relating to the work and if the third party claims against Pinchin for contribution and indemnity, Client shall not seek to recover and waives any right to recover from the third party any portion of any losses or damage which may be attributed to the fault or negligence of Pinchin.
6. Pinchin's proposal was prepared for the consideration of Client only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.
7. Pinchin's proposal shall be open for acceptance for a period of thirty (30) days from date of issue. The acceptance period may be extended by mutual agreement of the Client and Pinchin in writing. Pinchin reserves the right to revise the proposal beyond the stated acceptance period.



8. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
9. Client acknowledges that risks arise from subsurface and hidden conditions that even comprehensive testing and analysis may fail to detect and that actual conditions may differ from those inferred from inspection, testing and analysis. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
10. The work will be limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
11. Any budget and work estimates provided are preliminary and subject to verification and change unless otherwise agreed.
12. Information provided by Pinchin is intended for Client use only. Pinchin will not provide copies of reports, results or information to any party other than Client, unless Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
13. As used in this Agreement, "Work Product", means without limitation all reports, plans, data, writings, notes, drawings, art work, templates, documents, products, ideas, formulas, inventions, research, programs, derivative works, processes, procedures, techniques, scientific methods, designs, technologies, forms, formulas, discoveries, know-how, improvements and any and all products of any type, including all rights and claims, prepared in part or in full by Pinchin.
14. Pinchin shall exclusively own the copyright and all other intellectual property rights in all "Work Product" including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of this agreement are "Work Made for Hire" and are the sole and exclusive property of Pinchin; they are provided to Client for one time use only. To the extent that any other Intellectual Property Rights of, or under the control of, Pinchin are embodied or otherwise required to exploit the "Work Product", Pinchin grants Client a revocable worldwide, exclusive, one-time license under all such Intellectual Property Rights as required, in accordance with the terms of this agreement.
15. Notwithstanding any other provision, Pinchin reserves the exclusive right to pool data provided by, or produced for, Client at its sole discretion and to use that data to aid in the completion of any and all future projects. Pinchin will utilize de-identification processes which may include, but are not limited to, pseudonymizing or anonymizing the data to preserve client confidentiality. Pinchin will ensure that all identifiable and pooled data is protected and stored securely through the use of appropriate processes and technologies, which may include, but are not limited to, data encryption and the use of the principle of least privilege.
16. Client agrees to indemnify, defend, and hold harmless Pinchin, its affiliates, and their officers, directors, employees, agents, and subcontractors against all claims, demands, suits, liabilities, costs, expenses (including reasonably incurred legal fees), damages and losses suffered or incurred by Pinchin arising out of any actual or alleged infringement of intellectual property rights arising out of Client's use of "Work Product" or any other items provided by Pinchin to Client.
17. Invoices will be issued monthly or upon project completion unless otherwise agreed. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance Authorizes:

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information ("Information").
2. The release by Pinchin of Information to others necessary to perform the work.
3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. Client shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.



By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Authorized Representative Acceptance of Contract:

Signature:	
Name, Title:	
Company Name:	
Date:	

Address Pinchin's Invoice to:

PO Number:	
Company Name and Mailing Address:	
Contact Name (responsible for approving the invoice for payment):	
Contact Phone Number:	
Contact Email Address:	
Email Invoice to (if different than contact above e.g. ap@pinchin.com):	

Billing: 2360 Meadowpine Blvd. Unit 2, Mississauga, ON L5N 6S2, | PH: 1.855.746.2446

Pinchin Project Manager: Meagan Bradley	Pinchin Project Number: 229152.005	Project Value: \$6,245.00 (plus applicable taxes)
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Template: Master Authorization to Proceed, EDR ONLY, HO, July 12, 2022



Payment Methods Accepted by Pinchin

Pay by Cheque	Pay by EFT or Wire Payments	Pay by Interac E-Transfer
Remit payment to: Pinchin Ltd. 2360 Meadowpine Blvd, Unit 2, Mississauga, ON, L5N 6S2	Remitters in Canada: Pinchin Ltd. Canadian Imperial Bank of Commerce, Meadowvale Banking Centre 6975 Meadowvale Town Centre Circle, Unit N1, Mississauga, ON, L5N 2W7 Account # 6627919 Institution # 010 Transit # 08222 SWIFT/BIC: CIBCCATT Deposit confirmations and/or remittance advice to be sent to accountsreceivable@pinchin.com	Contact Pinchin's Accounts Receivable Coordinator (info below). The Accounts Receivable Coordinator will send a Request Money link in order to execute this transaction.

All payment methods must include reference to the **Pinchin Invoice Number** or the **Pinchin File Number**.

For assistance, contact an Accounts Receivable Coordinator accountsreceivable@pinchin.com or
905.363.0678 and option 5.



BY-LAW NO 2023-93

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 September 5, 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 "September 5, 2023 Confirmatory By-Law".

READ a FIRST and SECOND TIME this 5th day of September, 2023

READ a THIRD TIME and FINALLY PASSED this 5th day of September, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk