



The Corporation of the Township of Billings
Council Meeting Agenda
May 16th, 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
Chris Cyr, Public Works Superintendent

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. Closed Session

4.1. Motion to move into Closed Session

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(f)] Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – Notice of Motion – Solicitor Advice AND [s. 239(2)(b)] Personal matters about an identifiable individual(3) – Volunteer of the Year, STAR Licensing Appeal Committee and identifiable individual AND FURTHER returns to open session upon completion.

5. Report out of Closed Session

6. Adoption of Minutes

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

6.1. Regular Council Meeting – May 2nd, 2023

7. Delegation

8. Committee Reports

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

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

9. Staff Reports

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

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

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

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

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

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

10. Old Business

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

11. Correspondence Requiring Direction

11.1. Water Treatment Plant Tour

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

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

11.2. Association of Municipalities of Ontario (AMO) Delegation Requests

The request for delegations for the AMO conference to meeting with Provincial Ministries has opened. Municipalities have until June 9, 2023 to submit their requests.

12. Information

12.1. [MPAC Annual Report](#)

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

12.3. Gore Bay Provincial Offences Board Request for Support

13. Accounts for Payment

13.1. Accounts for Payment May 10th, 2023

14. By-Laws and Agreements

14.1. 2023-36 Expected Conduct Policy

14.2. 2023-39 Fire Communications Agreement

14.3. 2023-40 Marina Rates and Fees



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- 14.4. 2023-41 Lake Kagawong Resource Committee Terms of Reference Amendment
 - 14.5. 2023-42 Firehouse Subs Public Safety Foundation Funding Agreement

15. Notice of Motions

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

WHEREAS the Township of Billings (Township) occasionally seeks advice or opinions from its solicitor;

AND WHEREAS it is prudent and good business practice to obtain solicitor advice or solicitor opinion in writing;

AND WHEREAS written advice or opinions are required in order to make a claim against a solicitor's firm's professional insurance in the event erroneous advice or an erroneous opinion is provided to the Township and the Township suffers a loss as a result of this erroneous advice or erroneous opinion;

NOW THEREFORE Council hereby directs Staff, going forward, to obtain solicitor advice or opinions in writing, in the form of an email or a letter. Verbal advice or opinion can be obtained on urgent matters with the understanding that the Township's solicitor will forward his/her written advice or opinion to the Township in due course as soon as he/she is able to

16. Confirmatory By-Law

- 16.1. By-Law No. 2023-43 Being the May 16th, 2023 Confirmatory By-Law

17. Adjournment

- 17.1. Motion to Adjourn

Document Accessibility

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

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

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



The Corporation of the Township of Billings
Council Meeting Minutes
May 2nd, 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 (absent)
Michael Hunt, Councillor

Staff

Emily Dance, CAO/Clerk
Tiana Mills, Deputy Clerk
Todd Gordon, Municipal Project Manager
Arthur Moran, By-Law / Health and Safety

1. Call to Order

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

Mayor Bryan Barker notified Council that the township has received a grant for 10 new sets of bunker gear for the Volunteer Fire Department from Firehouse Subs Public Safety Foundation of Canada in the amount of \$33,109.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

2023-208

Moved by Hunt Seconded by Hillyard

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

Carried.

Councillor Cahill requested a standing item “Old Business” to request information of previously discussed topics. Council agreed to review these topics during the information section.

3. Disclosure of Pecuniary Interest

None.



4. Adoption of Minutes

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

4.1 Regular Council Meeting – April 18th, 2023
2023-209

Moved by Hunt Seconded by Cahill

THAT the April 18th, 2023 Regular Council Meeting Minutes be adopted as presented.

Carried.

5. Delegation

None.

6. Committee Reports

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

6.1.1. Climate Action Committee Minutes – March 15, 2023

6.1.2. Parks, Recreation and Wellness Committee Minutes – March 27, 2023
2023-210

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.

Deputy Mayor David Hillyard notified Council that a Car Show is planned for Kagawong this summer. This event is to be coordinated with one of the movie nights on the beach, hosted by the Library. He also discussed ongoing work with Manitoulin Streams.

7. Staff Reports

7.1. MR 2023-05-01 2023 Marina Update and Rates
2023-211

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby approves Report MR 2023-05-01 AND authorizes a 2.5% increase for the marina rates for 2023 AND FURTHER authorizes the appropriate By-Law coming forward.

Carried.

7.2. HS 2023-05-03 Health and Safety March, April Information Report
2023-212

Moved by Cahill Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information, Report No. HS-2023-05-03.

Carried.

7.3. BE 2023-05-07 By-Law Enforcement March, April Information Report
2023-213

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information Report
Number BE-2023-05-07.

Carried.

7.4. EM 2023-05-01 2023 Emergency Management Quarterly Report (1)
2023-214

Moved by Cahill Seconded by Hillyard

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

Carried.

7.5. MPM 2023-05-09 Old Mill Rd. Waterline Update (3)
2023-215

*The Municipal Project Manager provided a verbal update on the project after the
publishing of the agenda.*

The Municipal Project Manager explained the following:

- the bridge has caused us some grief as the project gets into full swing
- Everyone is aware that the structure is very near to end of useful life.
- Bridge replacement is not part of this project
- Yesterday, May 1st, the contractor had a truck wheel go through the decking at the NW corner of the bridge.
- This was not a structural issue, but it temporarily (24 hrs.) prohibited use of the bridge for both project purposes, and for public use.
- We now have a temporary solution in place.
- Meantime, we are looking at the feasibility and cost of a better temporary solution – a full temporary over-lay bridge, to be put in place for the duration of the project.
- Accurate costing is yet to be determined. However, we expect the cost of renting and installing the temporary bridge will be covered within the contract contingency.



Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information Report Number MPM 2023-05-09.

Carried.

7.6. TR 2023-05-06 Aus Hunt Marina Back Room Lease

After a discussion and amendment, the following motion was adopted.

2023-216

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report TR-2023-05-06 AND authorizes entering into a lease agreement with Artisans on the Bay for the back room at the Aus Hunt Marina for the May – September season in 2023, 2024 and 2025 AND FURTHER that the agreement be tendered following the end of the lease term in 2025 AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Carried.

7.7. CAO 2023-05-11 Expected Conduct Policy

2023-217

Moved by Hillyard Seconded by Hunt

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

Deferred.

7.8. CLK 2023-05-15 Climate Action Committee Update

2023-218

Moved by Cahill Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information Report CLK-2023-05-15.

Carried.

7.9. CLK 2023-05-16 Lake Kagawong Resource Committee Update

2023-219

Moved by Cahill Seconded by Hillyard

THAT the Township of Billings Council hereby approves report CLK-2023-05-16 AND approves amending the Lake Kagawong Committee Terms of Reference as



outlined in the report AND FURTHER authorizes the appropriate By-Law coming forward.

Carried.

- 7.10. CLK 2023-05-17 Parks, Recreation and Wellness Committee Event
Sponsorship
2023-220

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby approves Report CLK-2023-05-17 AND approves hosting the Concert Series at the Old Church on the Hill this spring/summer AND authorizes pre-budget approval to cover the costs associated with cleaning, insurance, and portable toilets.

Carried.

8. Correspondence Requiring Direction

- 8.1. Short Term Accommodation Rental By-Law Concerns: Kate Runyan
2023-221

Moved by Cahill Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information the Email from Kate Runyan.

Carried.

9. Information

- 9.1. FONOM Bail Reform
9.2. Head of Council Leadership Roundtable May 25-26, 2023
9.3. Assessment of Ontario Public Opinion Regarding Bill 23 "More Homes Built Faster Act"
2023-222

Moved by Hillyard Seconded by Hunt

THAT the Township of Billings Council hereby receives for information all items listed in Section 9 AND supports item 9.1.

Carried.

10. Accounts for Payment

- 10.1. Accounts for Payment April 25, 2023
2023-223

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby approves, ratifies, and confirms the April 25, 2023 Accounts for Payment as presented.

Carried.



11. By-Laws and Agreements

- 11.1. 2023-37 being the Aus Hunt Marina Back Room Lease Agreement (2023-2025) By-Law
2023-224

Moved by Hunt Seconded by Hillyard

THAT By-Law 2023-37 being the Aus Hunt Marina backroom Lease Agreement By-Law be read a first, second and third time AND finally passed this 2nd day of May, 2023.

Carried.

12. Notice of Motions

- 12.1. Written Legal Advice or Opinion – *Councillor Jim Cahill provided notice of motion as required per the 2021-40 Procedural By-Law prior to publishing regarding this motion.*

2023-225

Moved by Hillyard Seconded by Cahill

THAT the Township of Billings Council hereby approves bringing forward the following motion for consideration at the May 16, 2023 meeting.

WHEREAS the Township of Billings (Township) occasionally seeks advice or opinions from its solicitor;

AND WHEREAS it is prudent and good business practice to obtain solicitor advice or solicitor opinion in writing;

AND WHEREAS written advice or opinions are required in order to make a claim against a solicitor's firm's professional insurance in the event erroneous advice or an erroneous opinion is provided to the Township and the Township suffers a loss as a result of this erroneous advice or erroneous opinion;

NOW THEREFORE Council hereby directs Staff, going forward, to obtain solicitor advice or opinions in writing, in the form of an email or a letter. Verbal advice or opinion can be obtained on urgent matters with the understanding that the Township's solicitor will forward his/her written advice or opinion to the Township in due course as soon as he/she is able to.

Carried.

- 12.2 Old Business Updates (amendment to the agenda)

Council concurred to include a standing item on old business on the agenda.



Council will provide notice to staff the Thursday before the meeting to allow for a verbal response at the meeting.

13. Closed Session

13.1. Motion to move into Closed
2023-226

Moved by Hunt Seconded by Hillyard

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(d)] Labour relations or employee negotiations, Personnel matter, AND pursuant to 239(2)(b)] Personal matters about an identifiable individual (2) AND pursuant to [s. 239(2)(f)] advice that is subject to solicitor-client privilege including communications necessary for that purpose AND FURTHER returns to open session upon completion.

Carried.

14. Report out of Closed Session

2023-233

Moved by Hunt Seconded by Hillyard

THAT Mayor Barker reported a closed meeting was held where information was received regarding a personnel matter AND personal matters about an identifiable individual (2) and direction given to staff AND FURTHER advise subject to subject to solicitor-client privilege was received.

Carried

2023-234

Moved by Cahill Seconded by Hillyard

THAT Council for the Township of Billings hereby appoints Jackson Carr to the Township of Billings Volunteer Fire Department.

Carried.

15. Confirmatory By-Law

15.1. By-Law No. 2023-38 Being the May 2nd, 2023 Confirmatory By-Law
2023-235

Moved by Hunt Seconded by Cahill

THAT By-Law No. 2023-38 being the May 2nd, 2023 Confirmatory By-Law be read a first, second and third time AND finally passed this 2nd day of May, 2023.

Carried.

16. Adjournment



16.1. Motion to Adjourn

2023-236

Moved by Hunt Seconded by Cahill

THAT the Township of Billings Council hereby adjourns at 9:26p.m.

Carried.

Mayor Bryan Barker

CAO/Clerk Emily Dance

Billings Museum Committee

Electronic

Minutes of April 3, 2023

Attending: D. Fraser, D. Larocque, B. Edwards, W. Newman, M. Hunt, D. Flaxman, R. Nelson

Regrets: B. McKay

Staff: C. McCulligh

M. Hunt called the Meeting to Order at 7:12 p.m.

Motion to Approve Agenda by W. Newman, seconded by D. Fraser

No disclosures of pecuniary interest.

Minutes of November 7, 2022 deferred

Motion by D. Fraser to accept Financial Report as presented by C. McCulligh. Seconded by D. Flaxman

- a) A donation cheque of \$25.00 was received in February 2022. Deposited in March. March Bank statement was not available yet. No transactions in February 2023.

No curator's report.

Old Business:

- a) Outside Old Mill artifacts. The committee will contact Clerk regarding the removal of the artifacts. The Museum committee wishes to open the Post Office Museum this Spring.
- b)

New Business:

- a) Correspondence read by D. Fraser
- b) Work detail to clean Post Office Museum
- c) Prep work required for pictures and frames.
- d) Fix the blind in the window.
- e) Opening day set for the 2023 year.
- f) New sign will need to be installed at the Hwy corner to replace the Empress of Ireland exhibit sign.
- g) The Museum welcomes back Hanako Hubbard-Radulovich as the summer student.
- h) Discussed supplies for the store. Hawberry Jelly.
- i) Discussed the History Day event planned for August 10, 2023. Interesting presenters this year including Gib to discuss early rail development and early telegraph. It will be the 60th anniversary of the assassination of JFK. Another interesting topic is the Canadian Space Program considering a Canadian will be on the next flight to outer space.
- j) July 8th, 2023, is an Art Display at the Park Centre. Send a note to S. Alkenbrack inquiring about a table at the market.
- k) Trillium Grant applications will be received from May 17, 2023, to Jun 14, 2023. This Capital grant is between \$10,000 to \$150,000 and can be used for a complete renovation and fund multiple buildings. There is a 10% hold back.

- l) There is a new security system installed in the Museum. The new system is through Direct Satellite.
- m) Website design is now through the domain of RC Design and is hosted through Go Daddy.

M. Hunt gave report on Council Developments:

- a) Most of the summer student positions have been filled. Three students from the previous year have returned to the same positions. A new student has been hired for the Marina. Public Works has a position open.
- c) Parks, Recreation & Wellness provided \$500.00 for the planned Easter Egg Hunt.
- d) Water and Electrical update for the Park Centre and Outdoor Rink
- e) The staff investigated the Zamboni offered to us by Central Manitoulin. Council agreed to decline the offer.
- f) The Old Mill water line contract has been awarded to Gratton Construction.

Next Meeting: May 1, 2023 at 7:00 p.m.

Motion to adjourn meeting by D. Flaxman

Meeting adjourned at 8:13 pm

Billings Museum Committee

Electronic

Minutes of November 7, 2022

Attending: D. Fraser, D. Larocque, B. Edwards, W. Newman, M. Hunt, B. McKay, D. Flaxman, R. Nelson
Staff: C. McCulligh

Meeting called to Order at 7:13 p.m.

Motion to Approve Agenda by B. Edwards, seconded by W. Newman

No disclosures of pecuniary interest.

Motion to approve Minutes of October 3, 2022 by D. Fraser, seconded by D. Flaxman

Motion by D. Fraser to accept Financial Report as presented by C. McCulligh. Seconded by D. Flaxman

Motion by D. Flaxman to accept Curator's Report as presented by R. Nelson, seconded by D. Larocque.

Old Business:

- a) Discussed the Old Mill artifacts. B. McKay is not able to move them. The issue will be brought back to the township through a letter to Council.
- b) Discussed Donor Wall.
- c) Discussed display binder for Remembrance Day events at the Park Centre
- d) Set-up for Christmas in Kagawong
- e) Discussed report due November 1, 2022
- f) Exhibits have all been returned.
- g) Exhibits 2023 – display cases for cameras and photo exhibit will go where the Empress of Ireland was displayed. B. McKay will store the boat at his shop.
- h) Plans to open a window for natural light and install commercial lighting.

New Business:

- a) Planned working sessions for exhibits and displays for week of November 21, 2022.
- b) Remove curtains.
- c) Prep work required for pictures and frames
- d) Fix blind in window.

M. Hunt gave report on Council Developments:

- a) The STARS by-law 2nd & 3rd and enacted
- b) The quote was approved for testing of the air quality exchange
- c) Holiday hours for the office and landfill have been arranged
- d) Purchase of a snowplow for the ¾ ton truck.

Next Meeting: April 3, 2023 at 7:00 p.m. Zoom

Motion to adjourn meeting by D. Flaxman



COUNCIL REPORT

Department: Public Works

Date: May 16, 2023

Report Number PW-2023-05-01

File: Public Works Quarterly Activity Update

Staff Recommendation:

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

Background:

To provide Council with an update on Public Works activities for January -April.

Discussion:

Winter Activities

The winter plowing and sanding went fairly well this season, PW trained two new staff members on plow trucks and plowing techniques. The use of sand/salt 5% mix was down from last winter season approximately two hundred meters left.

The fire truck in the township garage made thing a little challenging at times as we could only park one piece of equipment in the garage at one time and having to warm up and remove snow from equipment parked outside.

During down time this past winter season PW fabricated a new game board piece box as well as some wooden garbage can covers to allow it to look more astatically pleasing in and around town, we also stained and sealed the garbage/recycling boxes around the township.

Spring Activities

PW was out early this spring doing clean up in and around the township with tree branches, sod repair from winter plowing, removing snow fence as well as other little tasks.

The main street was swept and also around town.

The docks were installed at the Aus Hunt marina. The docks in the small craft basin were adjusted due to low water levels.

PW relocated all four cabanas to the park centre parking lot near the rink. PW still need to level the cabanas and add some granular A in and around rink entrance and cabanas prior to market opening.

Roads

PW is currently out cold patching when weather permits and getting at the spring grading. Tenders for hard surfacing went out mid April and tender opening will be May 11,2023 in Espanola. Tenders for hard surfacing were sent out as an association (Manitoulin & North Shore Road Supervisor Association).



PW will be hard at cold patching for the next month prepping for hard surfacing.
PW is planning on trying to catch up on ditching this summer.

Equipment

PW had a few issues with equipment

Backhoe: Transmission/hydraulic oil cooler replaced; Gear select shifter replaced

2010 international: Repair broken links on main conveyor chain, replace conveyor drive coupler.

Western star: Repair broken links on main conveyor chain.

Grader: After sitting all winter we needed to replace o rings on 2 tires in order to hold air.

PW is prepping and servicing ground maintenance equipment.

Washing of trucks and prepping them for the summer months

We are currently looking in to an arrow board for pickup truck following discussions with our Health and Safety Officer and referencing book 7 under cold patching an arrow board is strongly recommended

Other

PW is working on a building inspection of all municipality owned buildings for urgent and upcoming repairs and maintenance.

Financial Impacts:

General expenses associated with maintenance is included in the operating budget. Further details on capital projects will be included in the 2023 budget deliberations.

Alignment to Strategic Plan:

1. Continue to develop and implement long-term roads maintenance and improvement.
2. Continue to pursue rational, cost-effective, and efficient use of municipal property, buildings, and facilities, to maximize the availability of public space, in the context of the results of the structural condition assessment report.

Alignment to the CEEP:

MB2O Energy Efficiency: Minor and major refits

MB4O Energy Efficiency Standards

Respectfully Submitted by:

Chris Cyr, Roads Superintendent

Reviewed By:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Marina

Date: May 16, 2023

Report Number MR-2023-05-02

File: Marina Slip OPP

Staff Recommendations:

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

Background:

The Ontario Provincial Police have made a request to the Township to temporarily place their OPP boat (24' Whaler) at the marina. They are dealing with some transportation coordination issues and will require the boat to remain in the water on a temporary basis during the 2023 season. (They do not anticipate the boat remaining in the water for the entire duration)

Discussion:

The Marina Manager confirmed there is a slip available that the OPP could use on a temporary basis. Staff recommend the exemption to the marina fees for the OPP for the temporary use of a marina slip at the Aus Hunt or Small Craft harbour during the 2023 season. The added security and emergency response would be a benefit to the boaters, visitors, and residents of Billings.

Financial Impacts:

The space available will remove the ability to rent a space at the marina at the transient overnight rate of \$1.6 ft per night and will be dependant on the number of days the OPP boat will be in the water.

Alignment to Strategic Plan:

No direct alignment.

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted by:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Fire Department

Date: May 16th, 2023

Report Number: FIR-2023-05-03

File: Sudbury CACC – Fire Agreement Renewal

Attachment: Fire Agreement

Recommendation:

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

Background:

The Township of Billings entered into an agreement with Sudbury Central Ambulance Communications Centre (CACC) to provide fire communication for call taking and altering. The agreement has now expired and it up for renewal.

Discussion:

This Fire Agreement renewal between Billings Township and Sudbury CACC will be retroactive from April 1, 2023, until March 31, 2026. The agreement may be renewed for a further term of two years upon the Township providing 6 months written notice.

This is an important agreement which is recommended by staff for renewal.

Financial Impacts

As outlined in Schedule 'D' there is no proposed increase to The Fire Service Call Fees for Call Taking and Alerting -the rate of \$10.00 per call and population rate of \$0.50 per person is proposed.

An annual administration fee is charged for this service April 1, 2022 – March 31, 2023 was \$456.50.

Alignment to Strategic Plan:

No direct alignment to the Strategic Plan.

Alignment to the CEEP:

No direct alignment to the CEEP.

Respectfully Submitted By:

Tiana Mills, Deputy Clerk

Reviewed By:

Emily Dance, CAO/Clerk

THIS AGREEMENT made 1st day of April, 2023

BETWEEN:

TOWNSHIP OF BILLINGS
(hereinafter referred to as the “the Township”)

AND:

HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF ONTARIO

AS REPRESENTED BY THE MINISTER OF HEALTH
(hereinafter referred to as the “Minister”)

WHEREAS it is the intention of the parties to enter into an agreements for the provision of fire communication (call taking, call alerting and/or dispatching) services to the Township by the Sudbury Central Ambulance Communications Centre (hereinafter referred to as the “CACC”), which is operated by the Minister;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenant and agreements contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICE PROVIDED BY CACC

1. (a) The CACC shall provide services under this Agreement in accordance with Schedule A of this Agreement.

(b) Despite sub-clause 1(a), at any time during the term of this Agreement, the Minister shall be entitled to amalgamate the CACC with one or more other Central Ambulance Communications Centre.

(c) Where the Minister intends to amalgamate the CACC in accordance with sub-clause 1(b), the Minister shall give the other party 90 days notice of this intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communication Centre (hereinafter referred to as the “Amalgamated CACC”).

(d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be the Minister, the parties shall continue

to act in accordance with this Agreement despite and subsequent to the amalgamation;

- (e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be the Minister,
 - (i) the Township may terminate the Agreement at any time after receipt of such notice, in accordance with sub-clause 1 (f),
 - (ii) at such time and in such manner as the Minister directs, the Minister shall,
 - 1. assign all of the rights and obligations of the Sudbury CACC in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were the CACC; and
 - 2. transfer to the Amalgamated CACC all equipment at the Sudbury CACC owned or purchased by the Township and used for the purposes of this Agreement.
 - (iii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Sudbury CACC shall cease to have any rights or obligations in respect of the Agreement;
 - (iv) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub-clause shall affect the obligations of the Minister and the Township under clause 16, clause 17, clause 18, and clause 19, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Township intends to terminate this Agreement under paragraph 1(e)(i), the procedure set forth in clause 11 and clause 12 shall not apply. Rather, the Township shall give the Minister 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
 - (ii) Where the Township does not give the notice referred to in paragraph 1(f)(i), this Agreement shall not terminate and the parties shall continue to act in accordance with this Agreement.
- (g) Despite sub-clause 1 (a), at any time during the term of this Agreement the Minister shall be entitled to transfer the operation of the CACC to some other person or body, in which case sub-clauses 1 (c), (e) and (f) shall apply with all necessary modification.

REPAIR AND MAINTENANCE OF EQUIPMENT

2. (a) Despite sub-clause 1 (a), the CACC may stop supplying some or all of the services set forth in Schedule A of this Agreement if the CACC cannot supply the services due to the mechanical or other similar failure of any equipment used by the CACC, regardless of the ownership of that equipment.

(b) Where the CACC stops supplying services in accordance with sub-clause 2 (a), the Minister shall give notice forthwith to the Township of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Township and installed at the CACC by the Township. In the latter case, the Minister shall give the Township notice forthwith of the fact that it has stopped supplying the services and shall request that the Township repair the equipment as soon as practicable.

(c) The Township shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Township and installed at the CACC. However, aside from the Township's repair and maintenance responsibility under this sub-clause, the Township shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.

(d) where the equipment used by the CACC to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,
 - (i) the Township will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Township and
 - (ii) the Minister shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Minister,so that the CACC can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY TOWNSHIP

3. The Township shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

4. (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as the “Committee”).
- (b) The Committee shall be composed of representatives from the CACC, the Fire Department, (appointed under sub clause 5(b)), and the Ministry of Health Emergency Health Services Branch.
- (c) The Committee shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.
- (d) The functions of the Committee shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.
- (e) No decision, determination or suggestion by the Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.
- (f) (i) The Committee shall meet at least once in every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.

(ii) The secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under paragraph 4 (f)(i). The time and location of the meeting shall be at the mutual convenience to the representatives on the Committee.

(iii) The Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENTS

5. (a) The Fire Departments for which the CACC is to provide call taking, call alerting and/or dispatching services under this Agreement are set out in Schedule C of this Agreement.
- (b) For the purpose of sub clause 4 (b), the Township shall appoint a representative on the Committee for the Fire Department. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with the CACC, the Committee and the Minister.

ADMINISTRATIVE FEES

6. (a) The Township shall pay the Minister an administrative fee in accordance with Schedule D of this Agreement.
- (b) If this Agreement is terminated under either sub clause 1 (f) or clause 13, the fee payable under sub clause 6 (a) shall be pro rated to the date of termination.

CALL FEES

7. (a) The Township shall pay the Minister a fee in accordance with Schedule D of this Agreement for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 12.
- (b) The obligation to pay the Fire Service Call fee provided for in sub clause 7 (a), shall apply only until 11:59 P.M. on March 31, 2026.
- (c) Despite sub clause 7 (a) and excluding agreements for medical FIRST RESPONSE by the Fire Services, the Township shall not be charged the fire service call fee for any call in respect of which the CACC notifies a fire department for the purpose of assisting an ambulance crew with a medical response.
- (d) The Ministry shall send to the Township an invoice in respect of the amount owing for fire service calls at the end of month during the term of this Agreement and on the termination or expiry of this Agreement.

FEES FOR SUBSEQUENT YEARS

8. (a) The administrative fees (see clause 6) and fire service call fees (see clause 7) due and payable monthly shall be determined annually, for each of these fiscal years, in accordance with this clause. The amount set for such fees shall not be subject to any amendment under clause 12.
- (b) Where any party wishes to begin negotiations for the determination of both the administrative fees and fire service call fees to be paid for the following fiscal year, that party shall give the other parties notice of such wish no later than the August 30th preceding that fiscal year as the case may be.
- (c) Where no notice has been given in accordance with sub clause 8 (b), both the administrative fees and fire service call fees for the following fiscal year shall remain the same as those in the immediately preceding fiscal year.
- (d) Where notice has been given in accordance with sub clause 8 (b), but where the parties have not agreed to the determination of both the administrative fees and the fire service call fees by August 31st, (following the notice as the case may be), this Agreement shall automatically terminate at 11:59 P.M. on the next February 1st.
- (e) Sub clause 6 (b), sub clause 7 (c) and sub clause 7 (d) shall apply in respect of the administrative fees and fire service call fees determined under this clause.

ADDITIONAL COSTS AND AMOUNTS

9. (a) The Township shall be responsible for any costs or amounts not provided for in clause 6 and clause 7 and clause 8, but only where the responsibility for the payment of such additional costs or amounts has been mutually agreed to by the Minister and the Township.
- (b) Initial set up fees are outlined in Schedule E.

INVOICES

10. (a) All amounts payable under this Agreement shall be paid no later than 60 days from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

11. (a) This Agreement shall commence on April 1, 2023 and shall have a term of 1 year and 11 months so that it will expire at 23:59 March 31st, 2026 (hereinafter referred to as the “expiry date”), unless terminated before that date under sub clause 1(f) or clause 12.
- (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
- (c) This Agreement may be renewed for a further term of two (2) years, upon the Township giving six (6) months written notice to the CACC on the same terms and conditions with the exception of costs, which shall be agreed to by the parties.
- (d) Despite any other provision of this Agreement, where no notice has been given under sub clause 10 (b), this Agreement shall expire automatically on the expiry date.

PERFORMANCE, BREACH AND AMENDMENT

12. (a) Where a party
 - (i) is dissatisfied with the performance under this Agreement of the other party,
or
 - (ii) considers that the other party is in breach of this Agreement, or
 - (iii) wishes to amend this Agreement (except in respect of the administrative fees and fire service call fees determined under clause 6, clause 7 and clause 8) or any term of any Schedule of this Agreement,

that party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting of the Committee to discuss the matter.

- (b) Where a party gives notice to the Secretary under sub clause 12 (a), and either paragraph 12 (a) (i) or paragraph 12 (a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party

shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days of the issuance of the report issued under sub clause 12 (d).

- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub clause 12 (a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.
- (d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is agreed to by the representatives on the Committee.
- (e) Despite sub clause 12 (a), all parties may mutually agree to amend any term of this Agreement (except clause 6, clause 7), or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

TERMINATION FOR CAUSE

- 13. Having regard to paragraph 12 (a) (i), paragraph 12 (a) (ii) and sub clause 12 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days of the issuance of the report under sub clause 12(d), the party giving notice may terminate this Agreement by giving the other party 90 days notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

- 14. (a) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8(d), sub clause 13 or has expired under sub clause 10 (a), the Township shall remove from the CACC all equipment purchased or owned by the Township.

- (b) Where this Agreement has been terminated under sub clause 1 (f), or clause 12, the Minister shall send the Township an invoice for any amount owed by the Township to the Minister. However, the Township may deduct from this amount an amount representing any reimbursement by the Minister to the Township, on a pro rated basis, of the appropriate portion of the annual administrative fee paid under clause 6.

NOTICE

15. Any notice or other communication, with the exception of invoices (hereinafter referred to as a “notice”) required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission.

Any notice shall be addressed or delivered, in the case of the Minister, to:

Sudbury Central Ambulance Communications Centre
3767 Hwy. 69 South, Suite 3.,
Sudbury ON P3G 1E5
Tel: 705-564-6919
Fax: 705-564-9066

and, in the case of the Township, to:

Martin Connell, Fire Chief
c/o Township of Billings
P.O. Box 34, Kagawong, ON P0P 1J0

CACC AND AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE MINISTER

16. (a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents of the Minister, and not employees or agents of the Township.

- (b) Where the Minister amalgamates the CACC under sub clause 1 (b), for the purposes of this Agreement all Amalgamated CACC personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Township. For greater certainty under this subclause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FOR AND INDEMNIFICATION OF MINISTER

- 17. (a) The Minister, his officers, employees, agents, assigns, independent contractors, and subcontractors shall not be liable to the Township or to any of the officers, employees, agents, volunteers, assigns, independent contractors or subcontractors of the Township (hereinafter collectively referred to in this clause, clause 17, and clause 19, as the “Personnel” of the Township) for any actions taken or failed to be taken under this Agreement, including, but not limited to, any losses, expenses, costs, claims, damages and liabilities arising out of or by reason of or attributable to the provision of the Township, or the performance of the Township’s obligations, under this Agreement.
- (b) The Township shall indemnify and save harmless the Minister and his officers, employees, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on, occasioned by or attributable to anything done or omitted to be done by the Township, or by the Personnel of the Township, in connection with this Agreement, or with the performance of the Township’s obligations under this Agreement.
- (c) The provisions of this clause shall survive the expiry or termination of this Agreement.

PROTECTION FROM CLAIMS

- 18. The Township shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Township, or by the Personnel of the Township, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused; unless such liability results out of the negligence, or anything

done or omitted to be done under this Agreement by the Minister and his officers, employees, agents, assigns, independent contractors and subcontractors.

INSURANCE BY TOWNSHIP IN FAVOUR OF MINISTER

19. (a) For the purpose of sub clause 17 and without restricting the generality of that clause, the Township shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, in form and substance acceptable to the Minister, providing coverage for a limit of not less than two million dollars (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Township, or of the Personnel of the Township, under this Agreement.
- (b) The insurance policy referred to in sub clause 19 (a) shall include the following terms:
- (i) a clause that adds His Majesty the King in Right of Ontario, as represented by the Minister of Health, and his officers, employees, agents, assigns, independent contractors and subcontractors, as additional insured's;
 - (ii) a cross-liability insurance clause endorsement acceptable to the Minister;
 - (iii) a clause requiring the insurer to provide 30 days prior written notice to the Minister in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
 - (iv) a clause that provides that the protection for the Minister under the insurance policy will not be affected in any way by any act or omission of the Township, or of the Personnel of the Township, and
 - (v) a clause including liability arising out of contract or agreement.

(c) The Township shall submit to the Minister proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

IN WITNESS WHEREOF the Minister and the Township have hereunto set their hands and seals.



Witness

For the Minister



Stuart Mooney
Director
Emergency Health Services

Witness

For the Township

Name:
Title:

SCHEDULE A

As per Section 1, the CACC will provide the following on going services:

- Call-taking and call alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure. (see Schedule C)
- Voice recording of telephone and paging communications, if technically possible.
- A pager testing program for the fire department.
- CACC will also continue to work together with the Joint Steering Committee to develop policies and procedures with respect to call-taking, call alerting, and/or dispatching; and other operational issues pertaining to the fire services.
- Train all new staff on how to call-take and alert fire departments and in the Emergency Fire Service Plan and Program of the Township, through local policy.
- Coordinate collection and dissemination of local fire dispatch zone data for incorporation into the CACC dispatch system for the purpose of the contract.
- Responsible for any additional telephone line charges and staffing resources necessary to maintain fire call taking and dispatching services

SCHEDULE B

As per section 3, the Township will provide the following on going services:

- Ensure that the on-going dispatch function is assumed by a fire department as quickly as possible after a fire department has been alerted of a call by CACC.
- Install and maintain a paging system accessible to the CACC
- Ensure that service area maps used by the CACC for call-taking and alerting the Fire Service are updated regularly.
- Assist the CACC with the development of policies and procedures relating to fire call-taking and alerting.
- Maintain a current copy of the Township Emergency Fire Service Plan and Program and provide a copy to the CACC.
- Ensure that the fire service continues to respond to medical assist emergencies where a Tiered Response Agreement exists, with the local Paramedic Service
- Facilitate, through the Joint Steering Committee, the development of policies and procedures relating to fire call taking, call alerting and/or dispatching.

The Fire Chief will:

- Identify issues.
- Make recommendations.
- Make available information and services to improve the provision of fire services within the Township.

SCHEDULE C

<u>Township</u>	<u>Call Taking Only</u>	<u>Call Taking & Alerting</u>	<u>Full Dispatching</u>
		X	

<u>DEPARTMENT</u>	<u>PUBLIC ACCESS TELEPHONE NUMBER</u>
	911

<u>DEPARTMENT</u>	<u>STATION ADDRESS</u>
Billings	91 Main Street
	Kagawong, ON

SCHEDULE D

CACC RATE STRUCTURE

Over 1 year and 11 months, contract (April 1, 2023 to March 31, 2026)

Administrative Fees for Call Taking / Alerting / Dispatching for Fire Service

Annual fee payable established under Section 6 (a) of this agreement subject to adjustment as outlined in Section 6 (c) of this Agreement.

Township:

TOWNSHIP OF BILLINGS

Fire Service Call Fees

Fire Service Call Fees for Call Taking/Alerting only (no charge for Ambulance Assist calls)	\$10.00 per call
Population (from Census Canada)	\$ 0.50 per person

Schedule E

As per section 9(b), the Township will be responsible for the following initial set up fees:

1. Install and maintain paging system accessible to CACC.
2. Notification to Bell to reroute/call forward Fire 911 lines and public access telephone lines to the appropriate lines as designated by Sudbury CACC.
3. Notification to Ontario Provincial Police, Sudbury Police & Fire, Northern Communications and Bell of the new contact information for Fire 911 lines.

As per section 9(b), the CACC will be responsible for the following initial set up fees:

- (e) Install and maintain additional 911 telephone lines to accommodate fire service calls (if required)
 1. Local training in fire call taking and fire call alerting.
 2. Install and maintain additional public access telephone lines and speed dials to accommodate fire service calls. (if required)



COUNCIL REPORT

Department: Fire Department

Date: May 16th, 2023

Report Number: FIR-2023-05-04

File: F11FIR- Firehouse Subs Public Safety Foundation Grant

Attachment: Funding Agreement

Recommendation:

THAT the Township of Billings Council hereby approves Report Number FIR-2023-05-04 AND approves entering into a Funding Agreement with Firehouse Subs Public Safety Foundation of Canada to accept a donation for the purchase of Bunker Gear AND FURTHER authorizes the appropriate By-Law coming forward on tonight's agenda.

Background:

[Firehouse Subs Public Safety Foundation](#) is an organization that is dedicated to improving the lifesaving capabilities of first responders and public safety organizations by providing funding resources and support.

The Firehouse Subs Public Safety Foundation of Canada has awarded 319 grants to public safety organizations since 2015. This grant is one of 13 Firehouse Subs Public Safety Foundation of Canada awarded to public safety organizations during the most recent grant cycle. The 13 grants will provide critical lifesaving equipment valued at more than \$362,000 across Ontario.

Discussion:

The Township of Billings was successful in receiving funding for 10 sets of Innotex Energy Bunker Gear in the amount of \$33,109.

The Bunker Gear will protect our firefighters from heat and hazards while providing fire services to our residents. The gear is much needed and will have a huge positive impact on our volunteer firefighters. We are extremely grateful to firehouse Subs Public Safety Foundation for the funding.

As part of the funding requirements the Township is required to enter into a funding agreement.

Financial Impacts

The funding covers the total amount for 10 sets of bunker gear.

Alignment to Strategic Plan:

No direct alignment to the Strategic Plan.

Alignment to the CEEP:

No direct alignment to the CEEP.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



Firehouse Subs Public Safety Foundation of Canada ("Foundation")

FUNDING AGREEMENT between the Foundation and **Corporation of the Township of Billings** (the "**Recipient**")

1. Funding

The Foundation does hereby agree to make a donation of **\$33,109 CAD** (the "**Gift**") to **Corporation of the Township of Billings, Kagawong, Ontario** to be used for the purchase of **10 Sets Innotex Energy Bunker Gear** (the "**Purpose**") as set out in the application and detailed in the submitted quote.

2. Obligations of the Recipient

- i) The Recipient represents and warrants that it is/will be a "qualified donee" as defined in the *Income Tax Act* (Canada) ("**ITA**") at the time of the Gift – see attached Schedule.
- ii) The Recipient will provide an acknowledgment of receipt of the ACH transfer within 10 days of receiving the funding.
- iii) The Recipient will use the Gift only for the Purpose that is detailed in the submitted quote and detailed in the application. Items purchased outside of the approved quote are the financial responsibility of the granted organization.
- iv) Respond to requests from time to time by the Foundation including, but not limited to, evidence of receipt of equipment being acquired and ITA registration number.
- v) The Recipient will provide all invoices and delivery receipts to document the purchases in order to confirm that the grant purpose has been satisfied.
- vi) Any excess funds, *including rebates of quoted tax (HST)* must be returned to the Foundation to be used for future grant awards.
- vii) **DEADLINE for submitted documentation: November 30, 2023**

3. Further Assurances

The Recipient does hereby agree to do such further acts related to the grant award acknowledgement including but not limited to press events and photo opportunities. Respond to requests for additional documents relating to the grant for reporting and auditing as the Foundation may determine to be necessary or desirable.

4. Governing Law

This Funding Agreement shall be governed by the laws of the Province of Ontario and any Federal laws applicable thereto.

Firehouse Subs Public Safety Foundation of Canada

Corporation of the Township of Billings

By: _____

By: _____

Printed Name: Robin Peters

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____



COUNCIL REPORT

Department: Municipal Project Management

Date: May 16, 2023

Report Number MPM-2023-05-10

File: Ontario Trillium Foundation Grant Application 2023

Staff Recommendations:

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

Background:

The Ontario Trillium Foundation recently announced an intake for [Capital Grant](#) to improve community facilities and spaces. Capital grants provide funding over one year to help organizations respond to the capital needs of Ontario Communities. Funding is a minimum of \$10,000 up to a maximum of \$100,000.

Ontario Trillium Foundation supports projects that

- Improve access to community spaces, facilities, programs, activities and services, and facilitate community members' full participation in the life of the community
- Improve and build community spaces
- Make programs and services better and more efficient
- Make better use of technology

Capital projects are to:

- Increase use of facility or space by expanding functionality, square footage, participation rates and/or usable hours. (e.g., outdoor lighting, wall partitions, new changing room, added play area, new or expanded kitchen facilities)
- Extend life of facility or space through repairs, retrofits or renovations (e.g., roof, HVAC, seating, windows, doors, electrical upgrades)
- Improve facility or space to make it accessible to all people. (e.g., ramps, washrooms, automated door openers, elevators)
- Enhance program and service delivery through the purchase of fixed and non-fixed equipment (e.g., sports equipment, multi-sensory equipment, workstations, maintenance equipment, sound system, kitchen appliances)

Organizations can apply for funding starting May 17, 2023 with a deadline of June 14, 2023.

Discussion:

The grant opportunity was discussed at the May 1, 2023 Museum Committee the following resolution was passed:

THAT the Township of Billings Museum Committee hereby recommends that the Township of Billings apply to the Ontario Trillium Foundation Grant for improvements to the interior of the Park Centre including but not limited to, refinishing of hardwood



flooring, installation of acoustic system and sound system, installation of window treatment, and lighting upgrades.

The grant was also discussed at the May 9, 2023 Library Board with the following resolution being passed.

THAT the Billings Library Board hereby recommends that the Township of Billings apply to the Ontario Trillium Foundation Grant for improvements to the interior of the Park Centre including but not limited to, refinishing of hardwood flooring, installation of acoustic system and sound system, installation of window treatment, and lighting upgrades.

Staff discussed the grant opportunity and support the recommendations from the Museum Committee and Library Board. To note it has been brought to our attention that the initial install the hardwood floors the planks were laid perpendicular with the floor joists which has caused some indentations. Staff recommends that quotes for both refinishing and replacement be considered. Staff will also review if there are any other items that could be combined with the grant for upgrades.

Financial Impacts:

Funding is a minimum of \$10,000 up to a maximum of \$100,000. Capital grant to cover the following costs:

- Construction / renovation costs: This includes materials and/or contractors
- Equipment costs: This includes fixed and non-fixed equipment
- Developmental costs: Up to 20% of the total grant request can be for developmental costs associated with construction, such as the development of engineering plans, legal fees, or survey costs.

There is no matching or financial contributions required by the Township.

Staff time will be required for the application process and implementation of the project should the Township be successful in the grant.

Alignment to Strategic Plan:

2. Continue to pursue rational, cost-effective, and efficient use of municipal property, buildings, and facilities, to maximize the availability of public space, in the context of the results of the structural condition assessment report.

16. Use the results of the energy planning initiative, and appropriate funding, to measure and implement GHG emissions reduction. (lighting)

Alignment to the CEEP:

MB2O, MB4O-Energy Efficiency: Minor and major refits: Consider minor and major building envelope upgrades, building automation and lighting upgrades as part of all municipal building renewal projects.

Respectfully Submitted by:

Emily Dance, CAO/Clerk



COUNCIL REPORT

Department: Chief Administrative Officer

Date: May 16, 2023

Report Number: CAO-2023-05-11

File: Expected Behaviour Policy

Attachment: Draft Expected Conduct Policy

Recommendation:

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

Background:

This report was presented to Council during the May 2nd, 2023 Regular Council Meeting and was deferred until the May 16th, 2023 Regular Council Meeting.

On April 18, 2023, Council directed staff to bring forward an Expected Behaviour Policy. The purpose of an expected behaviour (conduct) policy is to ensure ratepayers are treated fairly while acknowledging that there may be a need to protect staff, Members of Council and residents of the Township from unreasonable behaviour and frivolous and/or vexatious actions.

Discussion:

Some situations arise from unreasonable behaviour may cause concern for the reasonable safety of other individuals on Township premises. Other situations may compromise the enjoyment of Township facilities for all users. Vexatious, frivolous and/or unreasonably persistent requests may consume a disproportionate amount of Member and/or staff time and resources and can compromise our ability to provide assistance or deliver good customer service efficiently and effectively. Such requests may also impede staff from attending to other essential issues.

Implementing an expected conduct policy will clearly outline how these situations will be handled and will lay out the frame work should Township need to put restrictions on the contact that some individuals have with the Township.

The attached Expected Conduct Policy was drafted by Wishart Law Firm LLP and complies with the relevant provisions of the Municipal Act, 2001, SO 2001, c 25 (the "Municipal Act"). This policy has been adopted by many other municipalities and is considered an industry best practice.



Staff have discussed the policy and recommend the adoption of the policy.

Financial Impacts:

The licence from Wishart Law Firm LLP to print, copy, save and post the policy as drafted by Wishart Law is approximately \$950.00 which will be included as a legal operating expense.

Alignment to Strategic Plan:

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

Alignment to the CEEP:

No direct alignment.

Respectfully Submitted By:

Emily Dance, CAO/Clerk



Expected Conduct Policy

Township of Billings

Important Disclaimer: this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Municipal Act*”). If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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1. Policy Statement

The Township of Billings (the “Township”) aims to provide exemplary services to all members of the public and to address service requests and complaints equitably, comprehensively and in a timely manner, while promoting a respectful, tolerant and harassment-free workplace between Members of Council, officers and employees of the Township, and the public. To achieve these objectives, unreasonable behaviour and/or frivolous and vexatious complaints or requests from some members of the public who require services or access Township premises may need to be limited in a manner that is clear, consistent, reasonable, and proportional to the individual’s action(s).

2. Purpose

(1) This policy contributes to the Township’s objective of dealing with all residents in ways that are consistent and fair while acknowledging that there may be a need to protect staff, Members of Council and residents of the Township from unreasonable behaviour and frivolous and/or vexatious actions.

(2) Some situations arising from unreasonable behaviour may cause concern for the reasonable safety of other individuals on Township premises. Other situations may compromise the enjoyment of Township facilities for all users. Vexatious, frivolous and/or unreasonably persistent requests may consume a disproportionate amount of Member and/or staff time and resources and can compromise their ability to provide assistance or deliver good customer service efficiently and effectively. Such requests may also impede staff from attending to other essential issues. These situations and requests may require the Township to put restrictions on the contact that some individuals have with the Township.

(3) This policy is not intended to deal with generally difficult clients and individuals. It applies to members of the public whose behaviours and actions are unreasonable, frivolous and/or vexatious. Determining whether particular behaviours or actions are unreasonable, frivolous or vexatious can be a flexible balancing exercise that requires all circumstances of a particular case to be taken into account. In many cases, the key question is whether the behaviours or actions are likely to cause distress, disruption or irritation, without proper or justified cause.

(4) The decision to classify someone’s behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the individual, including restricting their access to Members of Council, Township staff, services and/or property. As such, this policy provides clear examples of behaviours and actions, as well as clear steps for staff to follow. Any restrictions made under this policy and the related trespass to property are dependent on particular circumstances, and there is an opportunity for the affected individual to have any restrictions reviewed and/or appealed.

3. Application

This policy, and the related trespass to property procedures, are to be implemented if behaviours or requests from an individual are determined to be unreasonable, frivolous and/or vexatious as defined herein. The following behaviours or requests may take place in circumstances including, but not limited to, one or more of the following:

- (a) Public meetings;
- (b) Written communication;
- (c) Telephone communication;
- (d) In-person communication
- (e) Electronic communication, including email and social media; and/or
- (f) Interactions at Township property, parks or facilities.

Examples of Unreasonable Behaviour

Examples of what might be considered unreasonable behaviour are shown below. The list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as being in this category:

- (a) Refusing to specify the grounds of a complaint, despite offers of assistance;
- (b) Changing the basis of the complaint/request as the matter proceeds;
- (c) Denying or changing statements made at an earlier stage;
- (d) Covertly recording meetings and conversations;
- (e) Submitting falsified documents from themselves or others;
- (f) Making excessive demands on the time and resources of staff with lengthy phone calls, emails to numerous staff, or detailed letters every few days, and expecting immediate responses;
- (g) Refusing to accept the decision/repeatedly arguing points with no new evidence;
- (h) Persistently approaching the Township through different routes about the same issue;
- (i) Causing distress to staff, which could include use of hostile, abusive or offensive language, or an unreasonable fixation on an individual member of staff;
- (j) Making unjustified complaints about staff who are trying to deal with the issues, and seeking to have them replaced;
- (k) Engaging in aggressive, disrespectful or intimidating behaviour, bullying, harassment or using coarse language while accessing a Township program, service, program, event or facility; and/or
- (l) Loitering, causing a disturbance or acting under the influence of drugs and alcohol while attending Township premises.

Examples of Vexatious or Frivolous Requests

Examples of what might be considered to be vexatious or frivolous are provided below. The list is not exhaustive, and for a request to be considered as vexatious or frivolous it is likely that more than one of the examples is relevant:

- (a) Submission of obsessive requests with very high volume and frequency of correspondence;
- (b) Requests for information the requester has already seen, or clear intention to reopen issues that have already been considered;
- (c) Where complying with the request would impose significant burden on the Corporation in terms of expense, and negatively impact the ability to provide service to others;
- (d) Where the requester states that the request is meant to cause maximum inconvenience, disruption or annoyance;
- (e) Where the request lacks any serious purpose or value. An apparent lack of value would not usually be enough on its own to make a request vexatious, but may when considered with other examples; and/or
- (f) Harassing the Township, which could include very high volume and frequency of correspondence, or mingling requests with accusations and complaints.

Furthermore, a pattern of conduct occurs when on several occasions an individual engages in one or more of the following:

- (a) Brings complaints concerning an issue that staff have already investigated and concluded;
- (b) Brings complaints concerning an issue that is substantially similar to an issue that staff have previously investigated and concluded and no new information is being introduced; and/or
- (c) Engages in unreasonable conduct which is abusive of the request for services or complaints process, including but not limited to the examples set out under the Application section of this policy.

Note: this policy is meant to complement, not replace, the Violence and Harassment in the Workplace Policy or Program, the Complaint Handling Policy, and the Code of Conduct for Members of Council.

4. Policy Requirements

(1) The decision to classify someone's behaviour as unreasonable, or to classify a request or complaint as frivolous and vexatious, could have serious consequences for the individual, including restricting his or her access to Township services and staff.

(2) The decision may be as a result of a repeated pattern of conduct when, on several occasions, a person engages in one or more behaviours or actions identified as unreasonable, frivolous and/or vexatious, or it may be a single significant incident that requires invocation of this policy.

If an incident presents an immediate threat, police and/or emergency services shall be contacted.

5. Responsibilities

(1) All users of this policy are required to **document** the actions of the individual, and their own actions, in as much detail as possible.

(2) Certain situations involving unreasonable behaviour on Township property, parks or facilities may require **immediate action** by way of a trespass notice, after all possible alternative measures are considered and/or implemented.

(3) For situations involving unreasonable behaviour that does not require such immediate action, as well as those circumstances that involve frivolous and vexatious requests, specific responsibilities include as follows:

Employees

- (a) If a staff member experiences or witnesses any incident or behaviour that makes the staff member uncomfortable or unsafe, the staff member should report the matter to their supervisor, providing any supporting material;
- (b) If a staff member believes that a request or a complaint is unreasonable, frivolous or vexatious, the staff member should consult with their supervisor, providing any supporting material.
- (c) Staff are responsible for advising their supervisor of the steps that have been taken to resolve the issue, which may include the following:
 - (i) Length of time that staff have been in contact with the individual and the history of interactions;
 - (ii) Amount of correspondence that has been exchanged with the individual;
 - (iii) Number of requests that the individual has brought and the status of each;
 - (iv) Nature of the individual's behaviour and the amount of time that has been consumed; and
 - (v) Maintaining detailed records of staff interactions with individuals in order to justify any actions taken to restrict the individual's access to staff or services.
- (d) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Supervisors

- (a) Review the information provided by staff and determine if the individual's behaviour warrants the application of restriction(s);

- (b) Work with staff to determine appropriate restriction(s), including how to inform the individual of the restriction(s);
- (c) Determine a proposed review date for removing, modifying or continuing the restriction(s);
- (d) Meet with the CAO/Clerk and outline the situation, including the proposed restriction(s) and review date; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

CAO/Clerk

- (a) Except as otherwise provided for hereunder, to make the determination to classify an individual's behaviour as unreasonable or to classify a request as frivolous and/or vexatious;
- (b) Determine the restriction(s) to be imposed on the individual and communicate these restrictions to the individual;
- (c) Maintain all documentation related to the review and determination of restriction(s);
- (d) Conduct reviews of any restriction(s) and communicate the outcome to the individual; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Members of Council

- (a) Consult with the CAO/Clerk and the Integrity Commissioner regarding cases of unreasonable behaviour and/or frivolous and vexatious action that the Member wishes to address, as described in this policy. Upon being consulted by a Member of Council, the Integrity Commissioner shall provide advice to the Member respecting any proposed action under this policy as it relates to the Member's obligations under the Code of Conduct for Members of Council.
- (b) The appeal mechanism for any restriction(s) placed on an individual through the procedure for Members of Council is the Integrity Commissioner.

6. Monitoring/Contraventions Course of Action

(1) **Information Review:** Based on the information provided by staff and supervisors, a review shall be conducted by the CAO/Clerk in consultation with the Mayor to determine if an individual's behaviour warrants the application of restriction. Each case should be considered on an individual basis. This determination, or any restrictions, shall consider the specific circumstances of the matter as well as the following:

- (a) The individual's personal circumstances, level of competency, literary skills, etc. that may be known to staff;

- (b) If applicable, whether the request or complaint has been dealt with properly and in line with the relevant procedures and statutory guidelines;
- (c) If applicable, whether staff have made reasonable efforts to satisfy or resolve the request or complaint;
- (d) If applicable, whether the individual is presenting new material or information about the situation or making a new request or complaint.

(2) **Notice:** Upon determination that an individual's behaviour is unreasonable or to classify a request or complaint as frivolous or vexatious, and depending on the severity of the incident, the CAO/Clerk shall:

- (a) Send a letter of warning to the individual indicating that the behaviour/requests are a violation of this policy and that restrictions may be imposed should they continue; or
- (b) Send a letter of notification to the individual indicating that the matter has been reviewed and that restrictions are to be imposed. This letter shall include a summary of the findings of the CAO/Clerk's review, including as follows:
 - (i) a summary of the matter which has led to the restrictions;
 - (ii) a summary of the interactions with the individual;
 - (iii) a description of the restrictions that are to be applied; and
 - (iv) the rationale for applying the restrictions.

(3) **Restriction Review:** The letter of notification shall advise of a review date for the matter, depending on the severity of the incident and the nature of the matter and restriction/service provided. Generally, all cases where this policy is applied should be reviewed every three months or six months and not more than 12 months after the service change or restriction was initially imposed or continued/upheld.

(4) The affected individual will be invited to participate in the review process by providing a written submission or by way of another method as appropriate in the circumstances, unless it is determined that this invitation will provoke a negative response from the individual.

(5) Before the review date, staff and the CAO/Clerk in consultation with the Mayor shall meet and review the situation and determine if the restrictions should continue. During this review, consideration shall be given to factors such as:

- (a) Whether the individual has had any contact with the Township during the restriction period;
- (b) The individual's conduct during the restriction period;
- (c) Any information/arguments put forward by the individual for review;
- (d) The effect that continuing the restriction may have on the individual; and
- (e) Any other information that may be relevant in the circumstances.

(6) The individual shall be informed of the outcome of the review by way of letter within 10 business days of completion of the review and be given another date for review if any restrictions remain.

Appeals

(1) The individual shall have the ability to appeal any decision to impose restrictions by contacting the CAO/Clerk in writing within 10 business days from the date the restriction was issued. The CAO/Clerk shall review all relevant information along with the appeal within 10 business days from the date the appeal was received and may confirm, rescind or amend the restrictions. The CAO/Clerk's decision is final.

(2) If the issue cannot be resolved through this policy, the individual may submit a complaint to the Office of the Ontario Ombudsman.

Monitoring

This policy shall be reviewed as often as necessary and at least annually.

7. Definitions

(1) "Vexatious" means that the complaint or request for service is initiated with the intent to embarrass or annoy the receipt, or is part of a pattern of conduct by the complaint of requestor that amounts to an abuse of the complaint process or request for service.

(2) A "frivolous" complaint is one that has no serious purpose or value, about a matter so trivial or one so meritless on its face that investigation would be disproportionate in terms of time and cost.

(3) "Unreasonable" behaviour involves conduct that is unacceptable in all circumstances – regardless of how stressed, angry or frustrated an individual is, because it unacceptably comprises the health, safety and security of staff, other service users or the individual themselves. Further, requests or complaints that are incomprehensible, inflammatory or based on conspiracy theories are also considered unreasonable.

Tiana Mills

To: Emily Dance
Subject: RE: Town of Orangeville - Response to Bill 5 - Stopping Harassment and Abuse by Local Leaders Act

From: Lindsay Raftis
Sent: May 1, 2023 11:14 AM
Subject: Town of Orangeville - Response to Bill 5 - Stopping Harassment and Abuse by Local Leaders Act

Good morning,

Please be advised that Bill 5 – Stopping Harassment and Abuse by Local Leaders Act, 2022 was considered by Council at its meeting held on April 17, 2023 and the Council adopted the following resolution:

Whereas Bill 5—Stopping Harassment and Abuse by Local Leaders Act, 2022 was introduced in the Ontario Legislature by MPP Stephen Blais through a Private Member’s Bill on August 10, 2022;

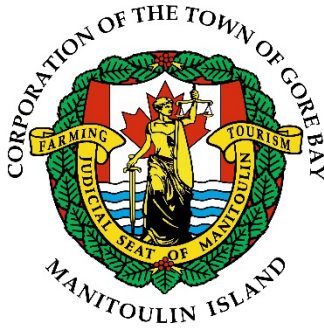
Whereas the Town of Orangeville and Council are committed to demonstrating good governance and greater accountability to its Code of Conduct and workplace policies;

Now therefore be it resolved:

- 1. That Orangeville Council endorses Bill 5—Stopping Harassment and Abuse by Local Leaders Act, 2022 which would require the Code of Conduct for municipal Councillors and members of local boards to include a requirement to comply with workplace violence and harassment policies and permit municipalities to direct the Integrity Commissioner to apply to the court to vacate a member’s seat if the Commissioner’s Inquiry determines that the member has contravened this requirement.**
- 2. That Orangeville Council expresses its support for Bill 5 by directing the Town of Orangeville Clerk to send this motion to the Premier of Ontario; the Ontario Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario (AMO); the local Members of Parliament (MP’s); the local Members of Provincial Parliament (MPP’s); the Ontario Big Cities Mayors Caucus (OBCM); the Large Urban Mayors’ Caucus of Ontario; the Small Urban GTHA Mayors as well as Dufferin County Municipalities.**

Thank you,

Lindsay Raftis | Assistant Clerk | Corporate Services
Town of Orangeville | 87 Broadway | Orangeville, ON L9W 1K1
www.orangeville.ca



Corporation of the Town of Gore Bay
Provincial Offences
15 Water Street, PO Box 500
Gore Bay, ON P0P 1H0
p: 705.282.2837 f:705.282.3076 | www.gorebay.ca

April 24, 2023

Doug Downey
Ministry of the Attorney General
McMurtry-Scott Building
11th Floor
720 Bay St.
Toronto, ON M7A 2S9

Dear Mr. Downey,

The Gore Bay Provincial Offences Board of Management along with many municipalities who operate Provincial Offences Courts continue to struggle with the increased costs of operations while revenues are not increasing at the same rate as expenses. The Gore Bay Provincial Offences Board of Management is formed by 9 Northern rural municipalities that face financial burden from their regular annual operating budget. For the past three years these members have had to offset the continuous operating costs of Provincial Offences with no monetary aid from the Ministry of the Attorney General.

In 2000, the Provincial Offences administration was downloaded to the municipalities of Ontario with the understanding that there would be no substantial costs to be incurred by municipalities. For the past decade the Gore Bay Provincial Offences Board of Management has noticed a decline in revenue year over year, with substantial financial losses the past 3 years.

Though the Ministry of the Attorney General has made recent regulatory changes through Bill 177 and Bill 46, that may allow minimal cost saving to POA offices such as our own, there has been no monetary aid provided to ease the financial burdens that have been imposed on municipalities. There have been many extra costs incurred by POA offices in recent years. The list would be exhaustive but here are some issues for your consideration:

1. Additional cost to facilitate courts – remote attendance causes more issues to arise – stable internet comes at a price, especially in rural area of North Eastern Ontario such as ours
2. Extremely high costs for judiciary to preside in court
3. Increase in Special trials where court time required for one matter is more than three hours, resulting in huge increases to the costs of our courts, as well as use of staff time and resources
4. One POA employee in addition to a part time POA Manager – Bill 177 created additional workload
5. Financial burden is such that additional staff cannot be afforded

6. Changing requirements to offence notices- every change made has substantial additional cost because the provider charges a hefty premium to make changes to the notices (the number of ticket books that had to be destroyed was deplorable... it was unavoidable but a complete waste of money)
7. COVID 19 Court Resumption – signage, hand sanitizers, additional cleaners, additional cleaning/sanitizing expense, plexiglass, an additional laptop, aids to hold remote court such as large screen TV and Owls
8. No IT support provided – ICON is not a system many ITs will work on and in rural North Eastern Ontario, we have to pay additional costs to have an IT from Sudbury, over 2 hours away from us
9. POA Info Bulletin POA-IB-333A – Does the Province really need to take \$8.82 on defaulted fine amounts collected at Service Ontario, and retroactive to April 1, 2022 at that?

As noted in the Memorandum of Understanding between the Ministry of the Attorney General and the Corporation of the Town of Gore Bay it states that the either party can terminate the Transfer Agreement by giving 9 months' notice. The Town of Gore Bay, with full support of the POA Board of Management has full intention of exercising this clause should no financial assistance be offered to alleviate their on-going commitment to the administration of, and access to justice.

I look forward to discussions with the Ministry. Should you have any questions regarding our concerns please do not hesitate to contact my office at (705)282-2420 ext. 4 or email pfogal@gorebay.ca.

Sincerely,



Pam Fogal
POA Manager
The Town of Gore Bay
Provincial Offences

C: Wendy Chen, Manager, POA Unit Court Services Division, Ministry of the Attorney General
Teresa Maslach, Senior Policy and Business Analyst, POA Unit Court Services Division, Ministry of the Attorney General
Doug Ford, Premier of Ontario

Township of Billings Accounts for Payment May 10 2023

Date	Ck #	Account	Amount	Description
May 10 2023	7881	Bell Canada	423.75	Phone System Maintenance
May 10 2023	7882	Bridal Veil Variety	278.67	Fuel Expenses
May 10 2023	7883	Canada Post Corporation	977.45	BRM Annual Fee
May 10 2023	7884	Encompass IT	1,864.50	Server
May 10 2023	7885	EXP - Old Mill Waterline	7,055.53	Construction & Administration
May 10 2023	7886	Grand & Toy Ltd.	292.79	Office Supplies
May 10 2023	7887	Henderson Electric Manitoulin Inc	1,124.78	Emergency Exit Light, Repair Oil Leak in Generator
May 10 2023	7888	M & L Supply	53.11	Fit Test - Mask for Fire Fighter
May 10 2023	7889	McDougall Energy Inc.	2,459.72	Fuel Expenses
May 10 2023	7890	Minister of Finance	456.50	Dispatch Services
May 10 2023	7891	Township of Billings	500.00	Office Petty Cash/ Marina Float Cash Register
May 10 2023	7892	Steele's Home Hardware	11.87	Key Cutting, Key Tags
May 10 2023	7893	Strongco	5,401.83	Oil Cooler, Shipping Equipment Repiars
May 10 2023	7894	The Manitoulin Expositor	400.51	Advertising - STARS Comm., Volunteer Nominations
May 10 2023	7895	Thomson Reuters	189.66	Occupational Health & Safety Books
May 10 2023	7901	Idenitifable Individual	148.47	Supplies from Costco
May 10 2023	7897	Tulloch Engineering Inc.	39,738.69	Design & Drafting Services - Fire Hall Project
May 10 2023	7898	Turner, John	253.20	Repairs & Maintenance
May 10 2023	7899	UCCM Castle Building Supplies	64.04	Repairs & Maintenance
May 10 2023	7900	Wishart Law Firm LLP	1,073.50	Conduct Policy
May 10 2023	7902	Identifiable Individual	285.75	AMTCO Conference - Meals & Travel Expense
		Total	<u>\$ 63,054.32</u>	

DD

May 1 2022	DD	Man Sud District Serv. Brd	30,545.33	Ambulance, Housing, OW, Child Care
May 1 2023	DD	MPAC	8,858.43	Property Assessment
May 1 2023	DD	GFL Environmental	8,536.59	Landfill Expenses - Recycling
May 4 2023	DD	Bell Canada	499.14	Telephone Expense
May 2 2023	DD	Superior Propane	31.97	Equipment Rental
		Total	<u>\$ 48,471.46</u>	

Total Accounts Payable \$ 111,525.78



BY-LAW NO 2023-36

BEING A BY-LAW TO ADOPT AN EXPECTED CONDUCT POLICY

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 Township of Billings deems it expedient to establish policies;

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 adopts a Expected Conduct Policy as attached as Schedule 'A' and forming part of this By-Law.
- 2.0 THIS By-Law shall come into full force and effect upon final passage.
- 5.0 THIS By-Law may be cited as "Adopt Expected Conduct Policy By-Law"

READ a FIRST and SECOND TIME this 16th day of May, 2023

READ a THIRD TIME and FINALLY PASSED this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-39

BEING A BY-LAW AUTHORIZE AN AGREEMENT FOR FIRE
COMMUNICATIONS WITH SUDBURY CENTRAL AMBULANCE
COMMUNICATIONS CENTRE

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 entered into an agreement with Sudbury Central Ambulance Communications Centre for the provision of fire communication, call taking and alerting services;

AND WHEREAS the current contract with the Sudbury Central Ambulance Communications Centre expired March 31, 2023;

AND WHEREAS the Council for the Corporation of the Township of Billings deems it expedient to enter into a new agreement with the Sudbury Central Ambulance Communications Centre for the provision of fire communication call taking and alerting services.

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

- 1.0 THAT the Corporation of the Township of Billings hereby enters into an agreement with Sudbury Central Ambulance Communications Centre for the provision of fire communication (call taking, call alerting) 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 on behalf of the Council of the Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and affix the corporate seal.
- 3.0 THIS By-Law shall come into full force and effect upon passing.
- 4.0 THIS By-Law may be cited as "CACC Fire Communications Agreement By-Law"

READ a FIRST and SECOND TIME this 16th day of May, 2023

READ a THIRD TIME and FINALLY PASSED this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-40

BEING A BY-LAW TO ESTABLISH RATES FOR THE AUS HUNT MARINA AND SMALL CRAFT BASIN

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

- a) For services or activities provided or done by or on behalf of it;
- b) For costs payable by it for services or activities provided or done by or on behalf of any other municipal or local board; and
- c) For the use of its property including property under its control;

AND WHEREAS municipal Councils have the authority to establish rates and fees under various acts;

AND WHEREAS, the Council of the Corporation of the Township of Billings deems it expedient to establish rates and fees for the Aus Hunt Marina and Small Craft Basin.

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

- 1.0 THAT the Township of Billings hereby established the rates and fees for services described in Schedule "A" attached hereto and forming part of this By-Law
- 2.0 THIS By-Law shall come into full force and effect upon passing.
- 3.0 THIS By-Law may be cited as the "Marina Rates By-Law"

READ a **FIRST** and **SECOND TIME** this 16th day of May, 2023

READ a **THIRD TIME** and **FINALLY PASSED** this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk

SCHEDULE A to By-law No. 2023-40

Marina Rates

Slip Detail	Rate * HST extra
Aus Hunt Seasonal Serviced Slip	\$28.70/foot /yr
Aus Hunt Seasonal No Service	\$25.63/foot /yr
Aus Hunt Seasonal Finger Dock (Behind Church)	\$615
Aus Hunt Transient Overnight	\$1.85/foot /night
Aus Hunt Weekly Service	\$11.26/foot /week
Aus Hunt Weekly No Service	\$8.20/foot /week
Small Craft Seasonal 20ft Slip	\$512.50 /yr
Small Craft Seasonal 30ft Slip	\$768.75 /yr
Small Craft Seasonal 30ft Slip Serviced	\$861.00 /yr
Small Craft Seasonal 40ft Slip Serviced	\$1,147.46 /yr
Small Craft Weekly Serviced	\$11.26/foot /yr
Small Craft Weekly No Service	\$8.20/foot /yr
Launch Ramp	\$4.42 / ea
Seasonal Pass	\$45.35 / yr
Pump Out	\$13.25 /ea



BY-LAW NO 2023-41

BEING A BY-LAW TO AMEND THE TERMS OF REFERENCE FOR THE LAKE KAGAWONG RESOURCE COMMITTEE

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 Township of Billings Procedural By-Law 2021-40 as amended Section 26 provides that Ad-Hoc Committees may be established by Council to consider a specific matter of municipal concern;

AND WHEREAS the Corporation of the Township of Billings passed By-Law No. 2019-11 to establish the Lake Kagawong Resource Committee and adopt an associated Terms of Reference;

AND WHEREAS by motion on May 2, 2023 Council of the Corporation of the Township of Billings deemed it expedient to amend the Terms of Reference for the Lake Kagawong Resource Committee.

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

- 1.0 THAT Schedule 'A' to By-Law No. 2019-11 is hereby repealed and replaced with the attached Schedule 'A'
- 2.0 THAT all other provisions of By-Law No. 2019-11, remain in full force and effect.
- 2.0 THIS By-Law shall come into force and effect upon passing.
- 3.0 THIS By-Law may be cited as "Lake Kagawong Resource Committee Terms of Reference Amendment (1) By-Law"

READ a FIRST and SECOND TIME this 16th day of May, 2023

READ a THIRD TIME and FINALLY PASSED this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk

Schedule 'A' to By-Law No. 2023-41
THE CORPORATION OF THE TOWNSHIP OF BILLINGS

TERMS of REFERENCE

LAKE KAGAWONG RESOURCE COMMITTEE

Date Established by Council: March 5, 2019

Revised June 7, 2022, April, 2023

Type of Committee: Advisory and Stewardship

Responsibilities

- It is the responsibility of all appointed committee members to comply with the following Acts and Township of Billings Policies:
 - the *Municipal Conflict of Interest Act*
 - the Code of Conduct for Members of Council and Local Boards of the Corporation of the Township of Billings
 - the Township of Billings Workplace Harassment, Discrimination and Violence in the Workplace Policy
 - the Township of Billings Accountability and Transparency Policy
 - the Township of Billings Procedural Bylaw
 - the Township of Billings Council-Staff Relationship Policy
 - any and all other applicable municipal bylaws
 - the *Municipal Act*
 - the *Municipal Freedom of Information and Protection of Privacy Act*
 - the *Occupational Health and Safety Act*
 - the Township of Billings Health and Safety Policy
- No individual member nor the committee as a whole, has the authority to make direct representations of the township to Federal or Provincial governments. Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act*, shall disclose any pecuniary interest to the chair, and shall absent herself/himself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

ROLE OF THE COMMITTEE

To act as an advisory body to Billings Township council in matters concerning the agreement/lease, for drawing water from Lake Kagawong for the purposes of power generating, held between the Township of Billings (lessor) and Oakville Enterprises (lessee) by:

- having a better understanding of how the "Rule Curve" and other technical information, applies to the Lake Kagawong water levels, and how these levels are determined and monitored.
- ensuring that Oakville Enterprises are working within the guidelines of the agreement and to report any violations to the CAO and council.
- ensuring that businesses, seasonal and permanent residents and tourists to Lake Kagawong will be able to operate and enjoy their businesses and properties; and to minimize property damage and negative economic impact to Billings Township, due to low/high water levels. By, ensuring Oakville Enterprises are reporting accurate and timely information to Billings Township and to report any violations to the CAO and council.
- monitor the quality of water and report back any concerns to Council
- allowing business and property owners a voice to council.

To act in a stewardship role including but not limited to water sampling, water clarity testing and shoreline allowances regarding Lake Kagawong.

COMMITTEE STRUCTURE

The Lake Kagawong Resource Committee is hereby established as a standing advisory committee and is comprised of the following members as appointed by council:

- i. one (1) members of council;
- ii. seven (7) members of the general public
- iii. Mayor sitting *ex officio*, with voting privileges when present; and
- iv. One (1) staff member to assist in committee administration, keep minutes and act as a resource person/liaison. Additional staff member(s) may attend as required at the discretion of the CAO/Clerk.

REPORTING

Any recommendations made by this committee will be in the form of a written report presented to council for their consideration. Time-sensitive infractions will be reported to the appropriate agency through the CAO/Clerk as soon as possible for action.

MEETING TIMES and PROCEDURE

Committee will meet four (4) times per year on the third Thursday of the month in which the meeting is held (April, June, September, November) or at the call of the Chair. Meeting times will be 7:00 pm.

Meetings will be in person at the Park Centre-Kagawong or if determined by the CAO/Clerk in consultation with the Chair that the meeting will be held virtually.

If meetings are to be cancelled and/or rescheduled, the staff resource of Township of Billings staff in consultation with the CAO/Clerk and Chair will notify the Committee by email as soon as possible.

TERMS OF REFERENCE

Council may, at its discretion, change the Terms of Reference (TOR) for this committee at any time. Any changes proposed to these TOR shall be recommended to council through an appropriate report. The committee may also be dissolved by resolution of council.



BY-LAW NO 2023-42

BEING A BY-LAW AUTHORIZE ENTERING INTO A FUNDING AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

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

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

AND WHEREAS the Council for the Corporation of the Township of Billings deems it expedient to enter into a funding agreement with Firehouse Subs Public Safety Foundation of Canada to receive a donation (gift) in the amount of \$33,109 for the purchase of 10 sets of Innotex Energy Bunker Gear.

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

- 1.0 THAT the Corporation of the Township of Billings hereby enters into a funding agreement with Firehouse Subs Public Safety Foundation of Canada 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 on behalf of the Council of the Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and affix the corporate seal.
- 3.0 THIS By-Law shall come into full force and effect upon passing.
- 4.0 THIS By-Law may be cited as "Firehouse Subs Public Safety Foundation Funding Agreement By-Law"

READ a FIRST and SECOND TIME this 16th day of May, 2023

READ a THIRD TIME and FINALLY PASSED this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk



BY-LAW NO 2023-43

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 May 16th, 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 "May 16th, 2023 Confirmatory By-Law".

READ a FIRST and SECOND TIME this 16th day of May, 2023

READ a THIRD TIME and FINALLY PASSED this 16th day of May, 2023

Bryan Barker, Mayor

Emily Dance, CAO/Clerk