



The Corporation of the Township of Pickle Lake  
**Agenda for the Regular Meeting of Council**  
Monday, December 18, 2023  
6:00 p.m.

Zoom Meeting:

<https://us06web.zoom.us/j/86711438045?pwd=6auuLWtgwvFhgNPrdfQaRpxar7CTia.1>

Meeting ID: 867 1143 8045

Passcode: 025446

**AGENDA**

**1. Call to Order: Chaired by Mayor James Dalzell**

**Motion #: 2023.12.18.265**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

Mayor Dalzell calls the Regular Meeting of Council to order this 18th day of December 2023 at \_\_\_\_\_ p.m.

**2. Declarations of Pecuniary Interest**

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

**3. Approval of Agenda**

**Motion #: 2023.12.18.266**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby approve the Agenda for the Regular Meeting of Council this 18<sup>th</sup> day of December 2023, **as presented /or amended**.

**AND** all directions and/or any recommendations or motions included therein.

**Additions:**

**Items Pulled for Discussion:**

**4. Delegations/Presentation: Steve Derocco – MPAC Presentation – Data Sharing and Service Agreement:**

**5. Matters Arising from Previous Minutes**

**6. Adoption/Approval of Previous Minutes**

**Motion #: 2023.12.18.267**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby accept and approve the minutes of the minutes of the Regular Meeting of Council dated the 18<sup>th</sup> day of December, as **presented or amended**.

- 6.1 Minutes of the Special Meeting of Council – November 28, 2023 – Pg. 1-3
- 6.1 Minutes of the Regular Meeting of Council – November 21<sup>st</sup>, 2023 - Pg. 4-13

**7. Report(s) of Officers**

**7.1 Mayor & Council**

**Motion #: 2023.12.18.268**

Moved by: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded by: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the verbal reports as presented at the Regular Meeting of Council this 18th day of December 2023, chaired by Mayor Dalzell.

**7.2 General Government**

**Motion #: 2023.12.18.269**

Moved by: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded by: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the written and verbal reports as presented at the Regular Meeting of Council this 12th of December 2023, chaired by Mayor Dalzell.

- 7.2.1 Clerk's Report – Pg. 14-16
- 7.2.2 EDO's Report – Pg. 17
- 7.2.3 Treasurer's Report

**7.3 Operations Report**

**Motion #: 2023.12.18.270**

Moved by: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded by: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the verbal reports as presented on this 18<sup>th</sup> day of December 2023, chaired by Mayor Dalzell.

- 7.3.1 Public Works Report – Pg. 18-19
- 7.3.2 Water & Wastewater Report – Pg. 20-32
- 7.3.3 Fire Department Report – Pg. 33-35

**8. Correspondence**

- 8.1 Town of Plympton-Wyoming - resolutions from the Western Ontario Wardens Caucus (WOWC) regarding Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold. – Pg. 36-41
- 8.2 Loyalist Township – Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule. – Pg. 42



- 8.3 The County – Prince Edward County - support for the Province to stop the Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule to waste management systems, storm water management systems, and certain water taking activities. – Pg.43-44
- 8.4 North Perth and Shuniah - Support Resolution re: Bill 21 - Fixing Long Term Care Amendment Act (Till Death Do Us Part) – Pg. 45-46
- 8.5 Municipal Engineers Association – MEA Appoints New Board of Directors at 2023 AGM – Pg. 47-48
- 8.6 Ministry of Natural Resources Forestry - Release of Decision Regarding Technical Bulletin: Data Survey and Mapping Specifications – Pg. 49-50
- 8.7 Township of Brudenell, Lyndoch and Raglan - Letter of Support - Bill C-310 - Fire Fighter Tax Credit– Pg.51
- 8.8 Municipality of Wawa – Resolution RD23265 – Volunteer Fire Fighters– Pg. 52-53
- 8.9 Township of Clearview Council Resolution- Cemetery Transfer/Abandonment & Management Support – Pg. 54-62
- 8.10 Catherine Fife MPP Waterloo - Re: Requesting your support for Bill 21, Fixing Long-term Care Amendment Act (Till Death Do Us Part), 2022 Pg. 63-64
- 8.11 NOMA – 2023.11.22 – NOMA Board Meeting Summary Report– Pg. 65-67
- 8.12 NOMA – Sponsorship Packages – Pg. 68-69
- 8.13 OGRA 2024 Conference - April 21 – 24,2023 – Toronto, Ontario – Pg. 70-73  
- Item to be pulled for discussion
- 8.13 2024 NOMA Conference – April 24 – 26,2023 Victoria Inn – Building a Brighter Future – Pg.74-77 - Item to be pulled for discussion
- 8.14 AMCTO 2024 Conference – June 9 – 12,2024 – Collingwood Blue Mountain Resort – Pg. 78-79 - Item to be pulled for discussion
- 8.15 2024 AMO Conference - August 18 – 21,2024 – Ottawa -Pg. 80
- 8.16 2024 MFOA Annual Conference: September 17 – 20,2024 – Huntsville, Ont. Deerhurst Resort -Pg.81-82 - Item to be pulled for discussion
- 8.17 MPAC - Data Sharing and Services Agreement (DSSA) Agreement -Pg. 83 -126  
- Item to be pulled for discussion  
MPAC Assessment - Data Sharing and Services Agreement (DSSA) Fact Sheet – Pg. 127-129  
MPAC Assessment- Data Sharing and Services Agreement (DSSA) – Frequently Asked Questions– Pg. 130-136

**9. Petitions**

**10. Unfinished Business**

**11. Notice of Motions**

**12. By-Laws:**

**13. Disbursements**

**Motion #: 2023.12.18.\_\_\_\_\_**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake accept and approve the Accounts Payable and Payroll Registry at the Regular Meeting of Council this 18<sup>th</sup> day of December 2023 as **presented or as amended.**

12.1 Accounts Payable / Payroll

**14. New Business**

**15. Adjournment to Closed Meeting Session of the Regular Meeting of Council**

**Motion #: 2023.12.18.\_\_\_\_**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council convenes into the Closed Session of this Regular Meeting of Council this 18th day of December 2023, chaired by Mayor Dalzell, at \_\_\_\_ p.m. to discuss the following items:

**Closed Session Matters**

**Pursuant to Section 239(2) (b), (e), (j) of the Municipal Act:**

b) **personal matter about an identifiable individual, including municipal or local board employees**

➤ Human Resources

e) **litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;**

➤ Legal

j) **A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board has monetary value or potential monetary value; or**

➤ Financial

**16. Reconvene into the Regular Meeting of Council**

**Motion #: 2023.12.18.\_\_\_\_**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council reconvenes to the Regular Meeting of Council this 18th day of December 2023, chaired by Mayor Dalzell at \_\_\_\_ p.m.

**17. Business Arising from Closed Meeting Session**

**18. Confirmatory By-Law**

**Motion #: 2023.12.18.\_\_\_\_**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, By-Law # 2023-\_\_\_\_, Being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of Pickle Lake Regular Meeting dated the 12th of December 2023, be read a First, Second, and a Third Time and Passed.



**19. Adjournment**

**Motion #: 2023.12.18.\_\_\_\_**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore

Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, the Regular Meeting of Council this 18<sup>th</sup> day of December 2023, be adjourned at \_\_\_\_\_ p.m.



**The Corporation of the Township of Pickle Lake  
Minutes of the Special Meeting of Council  
Tuesday, November 28, 2023  
6:00 p.m.**

**Attendance:**

<b>Council</b>	<b>Staff</b>	<b>Guest</b>
James Dalzell – Mayor Deborah Chartand- Deputy Mayor John Millar-Councilor Leslie Moore – Councilor Kayla Blakney – Councilor	Penny Lucas – Deputy Clerk /EDO  Zoom – Lynda Colby - Clerk	KMPG

**1. Call to Order: Chaired by Mayor James Dalzell**

**Motion #: 2023.11.28.256**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Blakney

Mayor Dalzell calls the Special Meeting of Council to order this 28<sup>th</sup> day of November 2023 at 6:10 p.m.

**CARRIED**

**2. Declarations of Pecuniary Interest – None Noted**

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

**3. Approval of Agenda**

**Motion #: 2023.11.28.257**

Moved By: Councilor Blakney

Seconded By: Councilor Millar

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby approve the Agenda for the Special Meeting of Council this 28<sup>th</sup> day of November 2023, as presented or amended.  
**AND** all directions and/or any recommendations or motions included therein.

**Additions:**

**Item Pulled for Discussion: 8.1 - 2023-2025 Ontario Fire Smart Communities**

**CARRIED**

**4. Delegations/Presentation: None**

**5. Matters Arising from Previous Minutes - None**

**6. Adoption/Approval of Previous Minutes**

**Closed Session Matters**  
**Pursuant to Section 239(2) (j) of the Municipal Act:**

- j) **A trade secret or scientific, technical, commercial, or financial information that belongs to the municipality or local board has monetary value or potential monetary value; or**

➤ Financial – KMPG 2022 Financial Audit

**CARRIED**

**16. Reconvene into the Regular Meeting of Council**

**Motion #: 2023.11.28.261**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Millar

**THAT**, Council reconvenes to the Special Meeting of Council this 28<sup>th</sup> day of November 2023, chaired by Mayor Dalzell at 6.47 p.m.

**17. Business Arising from Closed Meeting Session**

**Motion 2023.11.28.262**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Blakney

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept and approve the KPMG 2022 Draft Financial audit presentation at the Special Meeting of Council this 28<sup>th</sup> day of November 2023.

**CARRIED**

**18. Confirmatory By-Law**

**Motion #: 2023.11.28.263**

Moved By: Councilor Blakney

Seconded By: Councilor Millar

**THAT**, By-Law # 2023-40, Being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of Pickle Lake Special Meeting dated the 28<sup>th</sup> of November 2023, be read a First, Second, and a Third Time and Passed.

**19. Adjournment**

**Motion #: 2023.11.28.264**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Blakney

**THAT**, the Special Meeting of Council this 28<sup>th</sup> day of November 2023, be adjourned at 7:04 p.m.

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Mayor, James Dalzell

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Deputy Clerk, Penny Lucas





**The Corporation of the Township of Pickle Lake  
Minutes of the Regular Meeting of Council  
Tuesday, November 21, 2023 6:00 p.m.**

**Attendance:**

Council	Staff	Guest
James Dalzell – Mayor Debbie Chartrand - Councilor Kayla Blakney – Councilor – excused herself at 7:05 pm John Millar – Councilor Leslie Moore - Councilor  <b>Regrets:</b>	Lynda Colby – Clerk Penny Lucas – EDO/Deputy Clerk Micah Moore – Superintendent  <b>Regrets:</b>	Jeff Lederer – Consultant – Jt4m Consulting Ltd.

**MINUTES**

**1. Call to Order: Chaired by Mayor James Dalzell**

**Motion #: 2023.11.21.238**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Millar

Mayor Dalzell calls the Regular Meeting of Council to order this 21<sup>st</sup> day of November 2023 at 6:02 p.m.

**CARRIED**

**2. Declarations of Pecuniary Interest**

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

**NONE NOTED**

**3. Approval of Agenda**

**Motion #: 2023.11.21.239**

Moved By: Councilor Blakney

Seconded By: Councilor Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby approve the Agenda for the Regular Meeting of Council this 21<sup>st</sup> day of November 2023, **as amended**.

**Additions:**

- 8.31 Township of Pickle Lake – Christmas Office Closure
- **Item 4:** Dr. Jeff Lederer, Infrastructure, Planning, and Development Study, Pickle Lake
  - o Preliminary Presentation to Council of the Township of Pickle Lake

**AND** all directions and/or any recommendations or motions included therein.

**Items Pulled for Discussion:**

- 8.10.1 – Attachment: NOMA Resolution No: 383-23 Support NOMA's Resolution re Northern School of Medicine University
- 8.12 – Ministry of Natural Resources – re New Land Use Permit FARN-2023-PLA-00071-LUP-001
- 8.29 – Pinchin – Proposal for Design and Operations Plan - Landfill
- 8.30 – Hydro One – Streetlight Maintenance Agreement
- 8.31 – Township of Pickle Lake – Christmas Office Closure

**CARRIED**

4. **Delegations:**

**Addition:**

**Presentation:** Infrastructure, Planning & Development Study – Jeff Lederer

5. **Matters Arising from Previous Minutes**

**NONE NOTED**

6. **Adoption/Approval of Previous Minutes**

**Motion #: 2023.11.21.240**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby accept and approve the minutes of the minutes of the Regular Meeting of Council dated the 21<sup>st</sup> day of November 2023, as presented.

**CARRIED**

7. **Report(s) of Officers**

7.1 **Mayor & Council**

**Motion #: 2023.11.21.241**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Millar

Deputy Mayor Chartrand agreed to check the Street Lights in Central Pat (missing/broken/need repair, etc. and come back to Administration (Clerk) with her findings.

Clerk, Lynda Colby suggested to Council that the Township needs to start succession planning for the Betty Johnson Health Clinic Staff.

Clerk Lynda Colby was asked to speak to Superintendent Micah Moore to check the step in the Community Hall between the kitchen door and the hallway to see if it would be possible to recess the entrance into the kitchen and make the landing two shallow steps instead of one big one and also to check both the Community Hall and the Curling Hall for bleeder valves instead of letting a water tap run to keep the water from freezing.

On behalf of the Lions Club, Deputy Mayor Chartrand advised that the Lions Club would be continuing the Christmas tradition in Pickle Lake of a Senior's Dinner and Children's event on December 9<sup>th</sup> & 10<sup>th</sup>, 2023 (stay tuned for more information in the near future).

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the verbal reports as presented on this 21<sup>st</sup> day of November 2023, chaired by Mayor Dalzell.

**CARRIED**

## **7.2 General Government**

### **Motion #: 2023.21.242**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Millar / Moore

7.2.1 Clerk's Report

7.2.2 EDO's Report

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the reports as presented on this 21<sup>st</sup> of November 2023, chaired by Mayor Dalzell.

**CARRIED**

## **7.3 Operations Report**

### **Motion #: 2023.11.21.243**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Moore

7.3.1 Water & Wastewater Report

7.3.2 Fire Department Report

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the reports as presented on this 21<sup>st</sup> day of November 2023, chaired by Mayor Dalzell.

**CARRIED**

## **8. Correspondence**

- 8.1 Town of Parry Sound – Resolution No.: 2023-149 – in support of amendment s.205.1 of the Highway Traffic Act
- 8.2 Fire Underwriters Survey – Petition in support of Bill C-310
- 8.3 Municipality of Shuniah – Resolution No.: 181-23 – in support of the City of Sault Ste. Marie regarding Bill 5 Stopping Harassment and Abuse by Local Leaders Act
- 8.4 Town of Rainy River – Resolution No.: 23-020 – Water Treatment Training
- 8.5 Township of Machar – Resolution No.: 213-23 – in support of the City of Burlington regarding Provincial legislation for third-party short-term rental companies
- 8.6 Municipality of Wawa – Resolution No.: RC23249 – Provincial legislation for third-party short-term rental companies
- 8.7 Municipality of North Perth – Resolution supporting Consent Agenda Item 7.11 – Request for Bill 21, Fixing Long-Term Care Amendment
- 8.7.1 Attachment – Catherine Fife MPP – RE: request support for Bill 21, Fixing Long-Term Care Amendment Act



- 8.8 Municipality of North Perth – Resolution regarding the AMO Policy Update – Social and Economic Prosperity Review from the Association of Municipalities of Ontario
- 8.8.1 Attachment – AMO – Policy Update – Social and Economic Prosperity Review
- 8.9 Municipality of North Perth – Resolution endorsing “Catch and Release” Justice in Ontario
- 8.9.1 Attachment – Town of Midland – Resolution regarding “Catch and Release” Justice in Ontario
- 8.10 Municipality of Shuniah – Resolution No.: 383-23 – in support of NOMA's resolution Northern Ontario School of Medicine
- 8.10.1 Attachment – NOMA – Resolution No.: 2023-08 – in support of sustainable funding to Northern Ontario School of Medicine
- 8.11 Town of Goderich – Resolution in support of the Town of Wasaga Beach regarding Illegal Car Rally – Provincial Task Force
- 8.11.1 Attachment – Town of Wasaga Beach – Resolution regarding Illegal Car Rally – Provincial Task Force
- 8.12 Ministry of Natural Resources – regarding New Land Use Permit FARN-2023-PLA-00071-LUP-001
- 8.13 Northwestern Health Unit – Minutes of the Special Board of Health Meeting
- 8.14 Town of Aurora – Resolution No.: 10.1 – Cannabis Retail Applications
- 8.15 AMO – Land Use Planning Training for Elected Officials 2024
- 8.16 Town of Huntsville – Resolution in support of the Township of Lake of Bays and Township of Georgian Bay on Floating Accommodations
- 8.16.1 Attachment – Township of Lake of Bays – Resolution No.: 8(a)/04/12/22 – Floating Accommodations
- 8.17 Sustainable Norther Ontario Economic Development (SNOED) – Upcoming Course – January 17, 2024
- 8.18 AMO – Policy Update – 2023 Fall Economic Statement
- 8.19 Ontario Health NEHRA/NOHRA – Meeting Minutes – October 26, 2023
- 8.19.1 Attachment – NOSM – Presentation – Emergency Department Peer to Peer Program
- 8.19.2 Attachment – Southern Ontario Physician Recruitment Alliance (SOPRA) – Presentation
- 8.20 Township of Terrace Bay – Resolution No.: 275-2023 – Funding NOSM
- 8.21 Municipality of Wawa – Resolution No.: RC23261 – in support of amendment s.205.1 of the Highway Traffic Act
- 8.22 Municipality of Wawa – Resolution No.: RC23262 – Re: Class II Water Treatment Operators
- 8.23 Municipality of Wawa – Resolution No.: RC23263 – Re: Ontario Municipalities required to follow publication and notice requirements for Provincial Acts and Regulations
- 8.24 Municipality of Wawa – Resolution No.: RC23265 – Re: Volunteer Firefighters and Search and Rescue Volunteers
- 8.25 AMO – Indigenous Community Awareness Training – February 27, 2024 & April 2, 2024
- 8.26 Municipality of Magnetawan – Resolution No. 2023-343 – Call for Amendment to the Legislation Act, 2006
- 8.27 Corporation of the Township of Ryerson - Call for Amendment to Legislation Act 2006
- 8.28 Municipality of Shuniah – Excessive Noise – Resolution No: 399-23
- 8.29 Pinchin – Proposal for Design and Operations Plan
- 8.30 Hydro One – Streetlight Maintenance Agreement

**Motion #: 2023.11.21.244**

Moved by: Councilor Millar

Seconded by: Councilor Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake does hereby accept the correspondence from the Ministry of Natural Resources regarding New Land Use Permit FARN-2023-PLA-00071-LUP-001 (Township of Badesdawa (Mud) Lake) effective November 01, 2023 to permit expiry date October 31, 2023, at the Regular Meeting of Council this 21<sup>st</sup> day of November 2023.

**AND FURTHER THAT**, Council authorizes the Mayor and Clerk to enter into an agreement with the Ministry of Natural Resources and Forestry.

**AND FURTHER THAT**, Council authorizes the initial payment of \$341.46 for the annual fee of the LUP permit, and for every year up until the LUP expiry date of October 31, 2023.

**CARRIED**

**Motion #: 2023.11.21.245**

Moved by: Councilor Moore

Seconded by: Deputy Mayor Chartrand

**THAT** Council for the Corporation of the Township of Pickle Lake do hereby accept the correspondence from Pinchin for the proposed Design and Operating Plan of the Municipal Landfill site at the Regular Meeting of Council this 21<sup>st</sup> Day of November 2023.

**AND FURTHER THAT**, Council authorizes the Mayor and Clerk to enter into an agreement with Pinchin Ltd. For the completion of the Design and Operating which will include a background review, topographical drone survey and design and operating plan in the amount of **\$17,945.00** (attached proposal of Design and Operating Plan).

**CARRIED**

**Motion #: 2023.11.21.246**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake do hereby accept the correspondence from Hydro One Streetlight Maintenance Agreement at the Regular Meeting of Council this 21<sup>st</sup> day of November 2023.

**AND FURTHER THAT**, Council authorizes the Mayor and Clerk to enter into an agreement with Hydro One for the proposed Streetlight Maintenance Agreement for a two-year contract (attached) commencing November 01, 2023 to November 01, 2025.

**CARRIED**

**Motion #: 2023.11.21.247**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Moore

**THAT**, Council for the Corporation of the Township of Pickle Lake accepts the Clerk's report relating to the 2023 Christmas holiday and office closure at the Regular Meeting of Council this 21<sup>st</sup> day of November 2023.

**AND FURTHER THAT**, Council directs Administration as follows:

- 1) Garbage pickup for the week between Boxing Day and New Year's Day will be Thursday, December 28<sup>th</sup>, 2023.
- 2) The Landfill Site will be open Saturday, December 23<sup>rd</sup>, and Thursday, December 28<sup>th</sup>, 2023. The Landfill site will be **CLOSED**, Saturday, December 30<sup>th</sup>, 2023.
- 3) The Township Office will be **CLOSED**, from Saturday, December 23<sup>rd</sup>, 2023 **RE-OPENING** Tuesday, January 2<sup>nd</sup>, 2024.

**CARRIED**

**Motion #: 2023.11.21.248**

Moved by: Deputy Mayor Chartrand

Seconded by: Councilor Moore

**WHEREAS** the Northwestern Ontario Municipal Association (NOMA) recognized the urgent need for physicians in Northern Ontario as it is experiencing a shortage of trained physicians and specialist physicians;

**AND WHEREAS** life expectancy of Northern residents is more than two years lower than the Ontario average, and that mental health and addictions are at four times higher rate;

**AND WHEREAS** one in eight Northern residents do not have access to a family doctor and many must travel long distances to access health-care services representing the failure of health care in Northern Ontario;

**AND WHEREAS** the Northern Ontario School of Medicine (NOSM) University's base funding rates have not been increased sufficiently to accommodate growth and expansion;

**NOW THEREFORE BE IT RESOLVED THAT** with the announcement of unprecedented medical expansion for NOSM University's medical programs, that NOMA strongly requests that the Provincial government grant NOSM University's request for a permanent increase in annual base funding of \$4.0 million before the end of this fiscal year so it can continue to deliver on the mandate that was originally established by the Conservative Government in response to the needs of Northern municipalities.

**AND FURTHER BE IT RESOLVED THAT** a copy of this motion be forwarded to Premier Doug Ford, Minister of Health and Deputy Premier Sylvia Jones, Minister of Colleges and Universities Jill Dunlop, MPPs Greg Rickford, Vic Fedeli, George Pirie, Ross Romano, MPP Kevin Holland – Thunder Bay-Atikokan, MP Marcus Powlowski – Thunder Bay-Rainy River, MP Eric Melillo- Kenora, MPP Lise Vaugeois – Thunder Bay-Superior North, Association of Municipalities of Ontario (AMO), Northern Ontario School of Medicine University (NOSM), Federation of Northern Ontario Municipalities (FONOM), Northern Ontario Academic Medicine Association, the leaders of the opposition parties of Ontario and all Clerks and CAO's of NOMA.

**CARRIED**

9. **Petitions - NONE**

10. **Unfinished Business - NONE**



**11. Notice of Motions: - NONE**

**12. By-Laws:**

**BY-LAW 2023-35**

Being a By-Law Authorizing the Entering into An Agreement with the Ministry of Natural Resources (NEW Land Use Permit FARN-2023-PLA-00071-LUP-001) located in Dona Lake Township of Badesdawa (Mud) Lake with the Township of Pickle Lake.

**BY-LAW 2023-36**

Being a By-Law Authorizing the Entering into An Agreement with Pinchin Ltd for the completion of the Design and Operating plan of the Municipal Landfill site.

**BY-LAW 2023-37**

Being a By-Law Authorizing the Entering into An Agreement with Hydro One for the two-year Streetlight Maintenance Agreement, effective November 1, 2023 to November 01, 2025.

**13. Disbursements:**

**Motion #: 2023.11.21.249**

Moved By: Deputy Mayor Chartrand  
Seconded By: Councillor Moore

**12.1 Accounts Payable / Payroll**

**THAT**, Council for the Corporation of the Township of Pickle Lake accept and approve the Accounts Payable and Payroll Registry at the Regular Meeting of Council this 21<sup>st</sup> day of November 2023 as amended.

**Amendments:**

**Remove:** Best Buy Homes from list of accounts owing – account is paid - \$253,995.75  
Total balance owing changes to \$154,545.15 with 0-30 days owing becomes \$27,408.18.

**CARRIED**

**14. New Business - None**

**15. Adjournment to Closed Meeting Session of the Regular Meeting of Council**

**Motion #: 2023.11.21.250**

Moved By: Dalzell / Blakney / Chartrand / Millar / Moore  
Seconded By: Dalzell / Blakney / Chartrand / Millar / Moore

**THAT**, Council convenes into the Closed Session of this Regular Meeting of Council this 21<sup>st</sup> day of November 2023, chaired by Mayor Dalzell, at 8:15 p.m. to discuss the following items:

**Closed Session Matters**

**Pursuant to Section 239(2) (a), (b), (e), (i), (j) of the Municipal Act:**

- a) the security of the property of the municipality or local board;
  - Township Properties
- b) personal matter about an identifiable individual, including municipal or local board employees
  - Human Resources
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - Legal
- i) a trade secret or scientific, technical, commercial, financial, or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to significantly prejudice the competitive position of interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
  - Housing
  - Infrastructural, Planning and Development Study
- j) A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board has monetary value or potential monetary value; or
  - Financial

**16. Reconvene into the Regular Meeting of Council**

**Motion #: 2023.11.21.251**

Moved By: Councillor Millar

Seconded By: Councillor Moore

**THAT**, Council reconvenes to the Regular Meeting of Council this 21<sup>st</sup> day of November 2023, chaired by Mayor Dalzell at 8:57 p.m.

**CARRIED**

**17. Business Arising from Closed Meeting Session**

**Motion #: 2023.11.21.252**

Moved By: Deputy Mayor Chartrand

Seconded By: Councilor Millar

**THAT**, Council for the Corporation of Pickle Lake do hereby receive and accept the quote from Landseer Screw Piles and Auguring for the installation of up to 24 screw piles to be installed at 18 Patricia for the placement of the Onyx modular home in the amount of \$20,904.00 at the Regular Meeting of Council this 21<sup>st</sup> day of November 2023.

**AND FURTHER THAT**, council authorizes Administration to pay the 50% deposit totaling **\$9,990.00** to Landseer Screw Pile and Auguring with the remainder due upon completion of the installation.

**CARRIED**

**Motion #: 2023.11.21.253**

Moved By: Councilor Moore

Seconded By: Deputy Mayor Chartrand

**THAT**, the Corporation of the Township of Pickle Lake accepts the recommendation from Administration that since there has been no activity on these accounts prior to 2021 in spite of numerous attempts to contact the account holder; the following utility accounts for a total of \$740.83 credit, be written off and removed from the Aged Receivables list:

#90000001.09 \$165.00; #90000082.00 \$51.76; #90000083.00 \$51.76;  
#90000084.00 \$51.76; #90000085.00 \$51.76; #90000101.06 \$155.28;  
#90000116.00 \$213.51

**CARRIED**

**18. Confirmatory By-Law**

**Motion #: 2023.11.21.254**

Moved By: Councilor Moore

Seconded By: Councilor Millar

**THAT**, By-Law # **2023-38**, Being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of Pickle Lake Regular Meeting dated the 21<sup>st</sup> of November 2023, be read a First, Second, and a Third Time and Passed.

**CARRIED**

**19. Adjournment**

**Motion #: 2023.11.21.255**

Moved By: Councilor Moore

Seconded By: Councilor Millar

**THAT**, the Regular Meeting of Council this 21<sup>st</sup> day of November 2023, be adjourned at 9:00 p.m.

**CARRIED**



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**Mayor James Dalzell**

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**Clerk, Lynda Colby**

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**Councilor Deborah Chartrand**

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**Councilor Kayla Blakney**

---

**Councilor John Millar**

---

**Councilor Leslie Moore**

DRAFT



The Corporation of the Township of Pickle Lake  
2 Anne Street., P.O. Box 340  
Pickle Lake, Ontario P0V 3A0  
Phone: 807-928-2034  
Fax: 807-928-2708

**Prepared By:** Lynda Colby, Clerk  
**Report To:** Mayor and Council  
**Subject:** Corporate Service Department – December 2023  
**Date:** December 08, 2023

**Corporate Services Update:**

The Corporate team are committed to delivering critical support and continues to work diligently daily in reviewing and updating Township records, Township by-laws, preparation of Council packages and minutes.

I would like to congratulate and welcome Spencer Rocchi to his new role with the Township of Pickle Lake as the Administrative Assistant. Spencer will play a vital role on the Administration team, as he will assist with the front counter at the Municipality, assist with the Service Ontario counter, assist the finance team with taxes and utility billing, as well as assisting corporate service in research and updating by-laws, meeting preparation, website updating.

Spencer assumes his new role effective Monday, December 11, 2023.

**MMHA Visit:**

Heather Nickerson, Senior Financial Advisor and Leisel Edwards, Municipal Advisor December visit has been rescheduled to March 2024, however, we will meet virtually in January 2024 to provide update to MMHA as to the progress of the finance team and will be scheduling an in-person meeting in March 2024.

**Betty Johnson Clinic**

Dr. Elizabeth Paupst enjoyed her first visit to Pickle Lake providing locum medical services to the community from November 20<sup>th</sup> -24<sup>th</sup>, 2023. Dr. Paupst indicated that she enjoyed her time in Pickle Lake providing medical care to the community and will advise the Township of her availability for her next visit.

Dr. Mooney will be in Pickle Lake from Monday, December 11<sup>th</sup> to 22<sup>nd</sup>, 2023 and as confirmed his next visit for January 22<sup>nd</sup> – 26<sup>th</sup> / 29<sup>th</sup> to February 02, 2024.

I am pleased to advise Council that Deborah Rasmussen has accepted the position as the Medical Receptionist at the clinic and she will be starting with the Township on Tuesday, January 02<sup>nd</sup>, 2024.

**Water & Wastewater Division: - Clearford:**

The Township team welcomed Ian Buckler from Clearford on November 20<sup>th</sup>, 2023. Ian will be working with Ritika overseeing the Water and Wastewater treatment plant up until December 20<sup>th</sup>, 2023. Upon the completion of Ian's rotation we will welcome Michelle Cooper for the period of December 18<sup>th</sup>, 2024 to January 04<sup>th</sup>, 2024. Tyler is scheduled to return to Pickle Lake the week of January 03, 2024 for his rotation.

Lindsay from Clearford is currently working on a 2024 schedule to ensure the coverage of the Pickle Lake Water and Wastewater Treatment plant.

Ritika Dhanda has completed the Entry Course for Drinking Water Operator course in Kingston, Ont. that was scheduled from December 4 to 8<sup>th</sup>, 2023. As previously mentioned, Ritika completed the mandatory pre-requisite self-administered exam with an amazing score of 99%. With the completion of the entry level course for the drinking water operator course Ritika has indicated that she will receive her results within the next 2 – 3 weeks. Ritika's next step is to prepare for the exam within the next couple of months to obtain her Water and Wastewater Treatment Certification.

#### **GREAT WORK RITIKA!**

#### **Fire Department:**

Larry Lundy, Ontario Fire Marshall requested a meeting with Administration to discuss the Pickle Lake Fire department.

Lynda Colby, Clerk and Penny Lucas, Deputy Clerk/EDO, and Fire Chief Garrick Halteman, Mike Cassidy, Tanya Kozlovic and Taylor Dalzell from the Fire Department met with Larry Lundy, Ontario Fire Marshall to discuss the current operations of the department and the requirements moving forward in the department.

#### **Staff Housing:**

The modular home has arrived, screw piles were installed into the ground and the modular home placed onsite. The Best Buy maintenance crew is currently onsite completing the final touches to the home prior to the sign over to the Township.

Moore Construction have installed the hydro meter along with generator plug back up in the event of power outages and have received approval from the Electrical Safety Authority to proceed with the hydro connection to the property.

Hydro One has indicated that they may be available to complete the connection to the building on Thursday, December 14, 2024 or at the latest early next week. The total cost of the hydro connection was \$ 5,161.90.

The furniture ordered from Northern Store is due to arrive the week of December 11 – 15<sup>th</sup>, 2023.

#### **Public Works:**

Ryan Beaver has been hired with the Public Works department as a Public Works Labourer who will start work with the Township on Monday, December 18, 2023.

#### **Landfill Facility:**

The landfill hours have been reduced to the following:

##### **Waste Collection Days:**

- Residential waste collection - every Tuesday
- Commercial waste collection - every Tuesday and Fridays

##### **Landfill Hours:**

- Thursday's – 10 am to 2:30 pm
- Saturday's – 10 am to 2:30 pm

As the municipal facilities will be closed for the holiday season the week of December 25-29<sup>th</sup>, 2023, the Public Works department will be working on **Thursday, December 28<sup>th</sup>, 2023** to ensure waste collection services for the residential and commercial businesses and the landfill will be open from 10 to 2:30 pm.

**Township Christmas Parade and Tree Lighting Ceremony:**

The Township will be having their annual Christmas parade and new this year a tree lighting ceremony at the Fire Hall, followed by free hot dogs and hot chocolate at the curling rink. We had planned on hosting a free public skating event at the arena, however due to the mild temperatures, we unfortunately had to cancel this free skate.

This year there will be prizes for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> best decorated float, and best decorated home to be judged on December 23, 2023 and announced at the first Regular Meeting of January 2024. A special thank you to all the sponsors: Mystic North Inc., Northern Store, and Newmont for their generous donations.

Respectfully,  
Lynda Colby, Clerk



The Corporation of the Township of Pickle Lake  
2 Anne Street., P.O. Box 340  
Pickle Lake, Ontario P0V 3A0  
Phone: 807-928-2034  
Fax: 807-928-2708

Prepared by: Penny Lucas, EDO/Deputy Clerk  
Report to: Mayor and Council  
Subject: EDO Report to Council  
Date: December 18, 2023

**Recreation:**

- **Christmas Market** – Saturday, December 2<sup>nd</sup>, 2023 at the Community Hall – was a success. Eleven tables booked and event was well attended – raised \$110 for donation to Lions Children's Christmas fund.

**Utility Bills & Taxes:**

- Utility Bills are being scheduled to be printed the week of January 8<sup>th</sup>, 2024 and after reviewing, will be sent out Friday, January 12<sup>th</sup> and are due the last week of February 2024.
- The Property Tax Bills are being scheduled to be printed the week of February 12<sup>th</sup> and after review will be mailed Friday, February 23<sup>rd</sup> with the first instalment due the end of March 2024 and the second one due the end of April 2024.

**Grants:**

- I have applied for grant support (Canada Summer Job program) for four students this summer and a second grant (Experience Ontario 2024) for support for the Black Fly Festival scheduled for the August long weekend.
- We continue to work with KDSB (Henry Wall & Ben Reynolds) on the Multi-Service building on Claude and are happy to report that the Request for Proposal (RFP) garnered six applications which are in the process of being reviewed for decision (date not yet set).
- The Arena & Curling complex are currently under construction and should be done soon. Once we receive the final invoice for this work, they will be submitted for reimbursement as per our grant agreement with Northern Ontario Heritage Fund Corporation (NOHFC).

**Budget 2024:**

- We have begun the process of preparing the 2024 Budget and would like to hear from Council particularly regarding any Capital projects they would like us to concentrate on for the next year.

Respectfully submitted,

*PLucas*





The Corporation of the Township of Pickle Lake  
2 Anne Street., P.O. Box 340  
Pickle Lake, Ontario P0V 3A0  
Phone: 807-928-2034  
Fax: 807-928-2708

**Prepared By: Micah Moore**

**Report To: Mayor, council.**

**Subject: Superintendent Public Works Report.**

**Date: Dec 12<sup>th</sup> 2023**

**Sewer main/Lift station cleaning and flushing.**

Report from WMPS (attached).

**Clarifier**

All renovations have been completed.



**Arena Ice**

The Public Works team (spencer, and Hans) have been diligently Flooding the arena Multiple times a day and it is looking good. We are hoping to have the ice completed enough to have public skating on the 15<sup>th</sup> after the parade.

**Curling Rink**

Renovations on the Curling rink are underway and lots of progress has been made we hope to use the 15<sup>th</sup> as a grand opening for the facility upgrades and changes that have been made.

### **Fire Department Fleet**

The 2003 Ford rescue truck went in for an oil change and safety inspection which found a number of issues that need to be addressed we are awaiting the arrival of some parts to move forward with these repairs.

1997 Freightliner, new fuel shutoff solenoid was installed and a few other minor repairs were done, and is fully operational now.

### **Public Works Fleet**

New brake calipers, pads, and rotors on the 2019 Chevrolet Silverado W/S truck.

Oil change on 2021 GMC Sierra 2500 has been done.

### **18 Patricia**

Conduit was buried for hydro as well as all services prepped for the new trailer which has arrived and was placed on **(Date here)** with no issues.

### **Clearford**

On November 21<sup>st</sup> Ian arrived to replace Tyler while he is back home on other projects, He is to be back on the first week of the new year.

### **Public Works**

Pleased to announce we have filled the position of Public Works laborer with Ryan Beaver starting December 18<sup>th</sup> 2023 I look forward to working with him and seeing where things go.

December 14, 2023

Township of Pickle Lake  
2 Anne Street, P.O. Box 340  
Pickle Lake Ontario P0V 3A0  
Attn: Town Council

**RE: Pickle Lake November Monthly Summary of Drinking Water System (DWS) and Water Pollution Control Plant (WPCP) Operations**

Clearford Waterworks operated the Water Supply and Distribution system and Water Pollution Control Plant (WPCP) on behalf of the Township of Pickle Lake during the month of November. Detailed below is a summary of the compliance and general operations during November 2023.

## **WATER SUPPLY AND DISTRIBUTION SYSTEM**

During the month of November, the following observations were made for the Drinking Water System (DWS):

- Both wells produced similar volumes of flow during November, producing a total approximate volume of 8,900 m<sup>3</sup> during the month, averaging around 300 m<sup>3</sup>/day. This volume is well below the limit on the Permit to Take Water (PTTW).
  - A thorough review of the current drinking water data spreadsheets was conducted by the Clearford ORO and Compliance Manager prior to drafting the November monthly report. This review resulted in having to recalculate the raw water monthly flow volumes for Well 1 and Well 2 for the entire 2023 operating year. For the 2024 operating year new data spreadsheets will be developed to streamline the data into a more manageable format for trending and data validation.
- Chlorine residuals measured in the distribution system were maintained at approximately 0.85mg/L, above the minimum required residual to ensure adequate disinfection.
- No microbiological elements (E. coli or total coliforms) were detected in the treated water.
- Hypochlorite (chlorine) usage for the month of November was greater than what was utilized in the month of October.
- During the month the following notable events occurred:
  - Various alarms were experienced:
    - Water quality lockout caused by the pre-chlorine analyzer reading low chlorine residuals. This occurred two (2) times during the month.
    - Raw water pump 2 failure from possible loss of phase resulting in pump failure.
    - Tank communication issue causing various failures.
  - Curbstop repair at 43 Lakeview Cres. – valve stem repaired. Determined that the valve does not shut off water to 43 Lakeview Cres.
  - Hydrant #10 (Claud Avenue) leaking after WMPS used hydrant for manhole flushing. The barrel of the hydrant was found to be frozen. Upon discovery the operator flushed ice out and pumped out the remainder of the water. Closed hydrant and tightened end caps.

- Unannounced MECP inspection conducted. Inspection report received on December 12th.
- Water tower levels were switched to winter operating levels and circulation pump turned on.

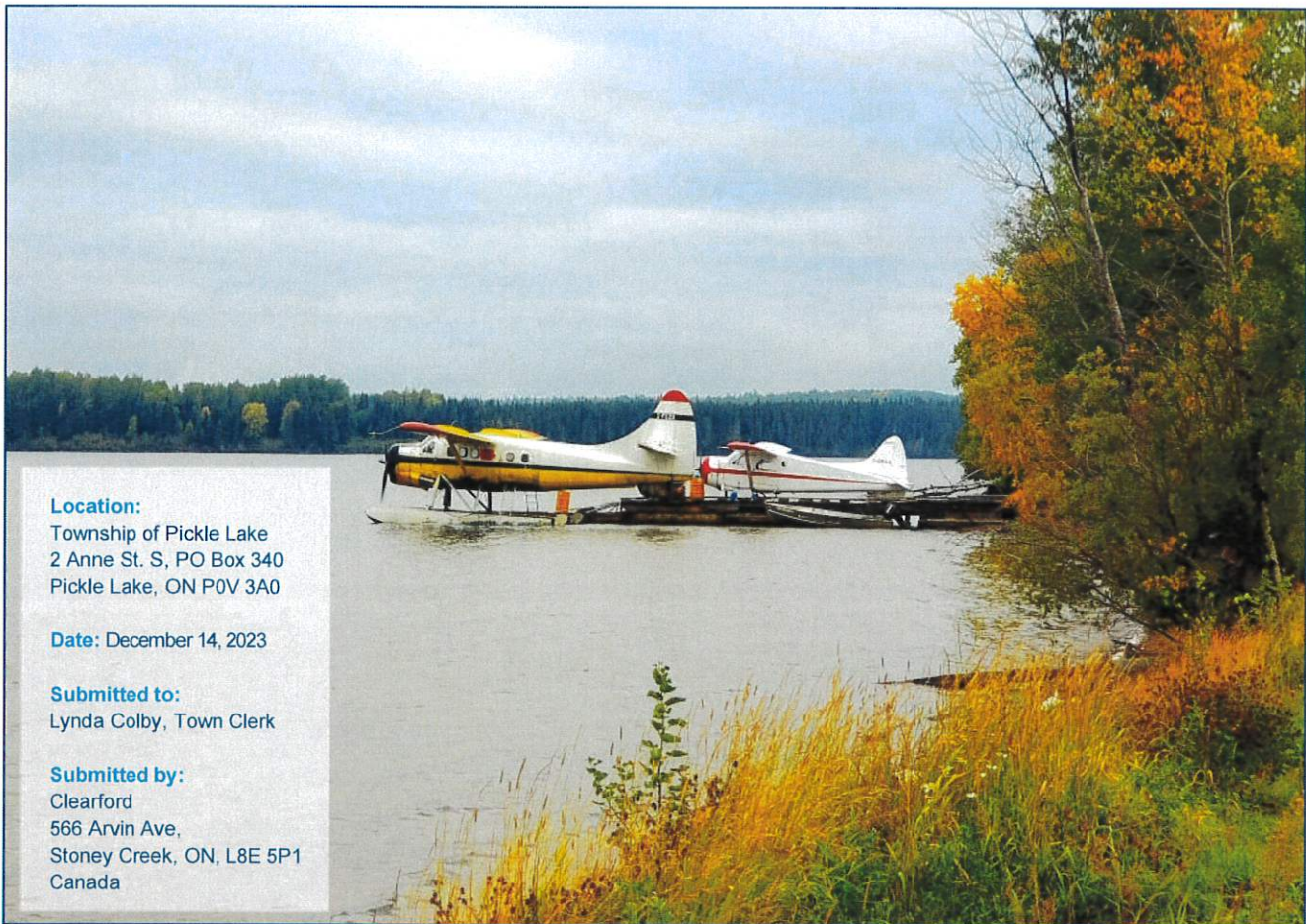
## WATER POLLUTION CONTROL PLANT

During the month of November, the following observations were made for the wastewater system:

- The WPCP saw an average daily flow of 565 m<sup>3</sup>/day, which is approximately 62% of the total design capacity of the plant.
- Flows were overall slightly higher than what was observed in October.
- The WPCP maintained compliance in the final effluent throughout the month.
- During the month the following events occurred:
  - Blower 1 realignment was completed, and blower operation is now normal. Blowers will now be alternated weekly.
  - Intermatic timer valve not functioning – return sludge line was found to be frozen. Additional attention will be required throughout the winter months to ensure that this line continues to be operational.
  - WMPS onsite for Main Lift Station wet well cleaning. Cleaning caused high level alarm as the wet well level was drawn down, allowing the pumps to become airlocked. Additional resources were required to release the air and resume normal operation.
  - Monthly generator testing was conducted.



## PICKLE LAKE NOVEMBER SUMMARY OF DRINKING WATER SYSTEM (DWS) AND WATER POLLUTION CONTROL PLANT (WPCP) OPERATIONS



**Location:**

Township of Pickle Lake  
2 Anne St. S, PO Box 340  
Pickle Lake, ON P0V 3A0

**Date:** December 14, 2023

**Submitted to:**

Lynda Colby, Town Clerk

**Submitted by:**

Clearford  
566 Arvin Ave,  
Stoney Creek, ON, L8E 5P1  
Canada

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## 1.0 INTRODUCTION

Clearford Waterworks operated the Water Supply and Distribution System and Water Pollution Control Plant (WPCP) on behalf of the Township of Pickle Lake during the month of November. This report is generated monthly, with the data summarized in a year-to-date format. Any questions or concerns regarding the content of this document can be addressed by contacting the designated Pickle Lake Water and Wastewater Overall Responsible Operator (ORO).

## 2.0 WATER SUPPLY AND DISTRIBUTION SYSTEM

### 2.1 FACILITY APPROVALS

The Pickle Lake Water Supply and Distribution system operates under the following approvals;

- Permit to Take Water - 8125-AZ3K5V, issued 16 February 2018
  - Well 1 - water takings of 2,358,720L (2,358.72m<sup>3</sup>/day), expiry 30 September 2025
  - Well 2 - water takings of 1,572,480L (1,572.48m<sup>3</sup>/day), expiry 30 September 2025
- Drinking Water Works Permit - 295-201, issue 3
- Municipal Drinking Water Licence - 295-101, issue 3

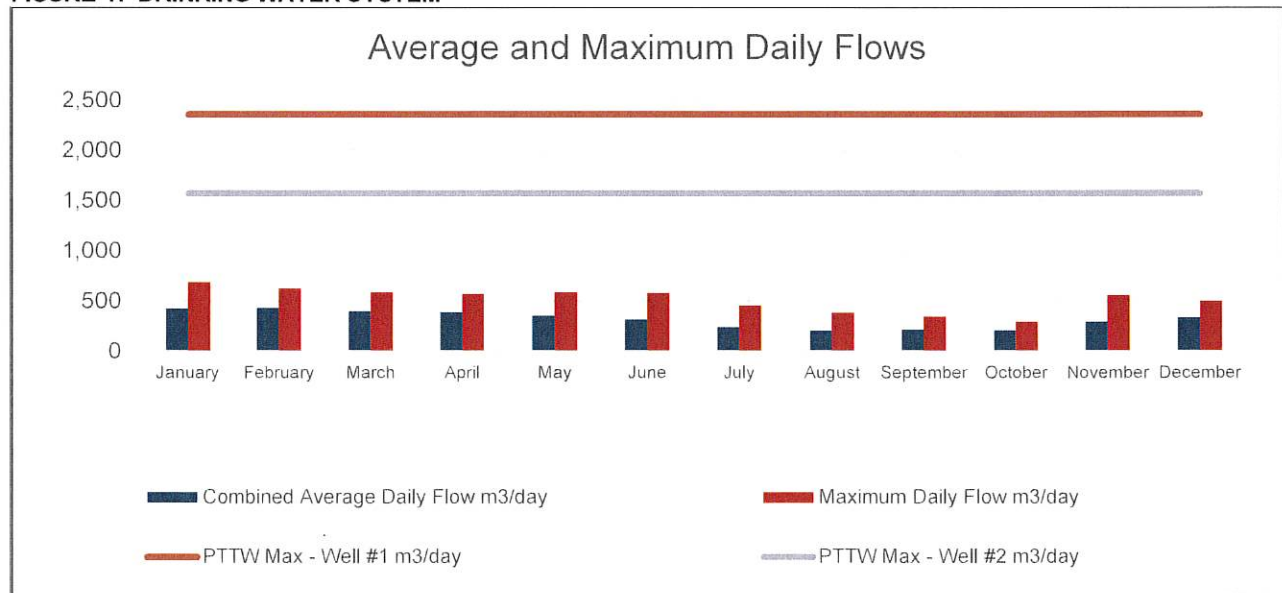
### 2.2 FLOW STATISTICS

Table 1 provides flow statistics for the Pickle Lake Water Supply and Distribution system.

TABLE 1: DRINKING WATER SYSTEM FLOW STATISTICS

Month	Well #1 Monthly Flow	Well #2 Monthly Flow	Combined Wells – Monthly Flow	Combined Average Daily Flow	Maximum Daily Flow
	m <sup>3</sup>	m <sup>3</sup>	m <sup>3</sup>	m <sup>3</sup> /day	m <sup>3</sup> /day
January	269	13,467	13,240	427	690
February	58	12,345	12,134	433	625
March	113	12,580	12,382	399	588
April	181	11,889	11,683	389	569
May	2,215	9,043	11,041	356	589
June	4,910	4,602	9,503	317	582
July	2,777	4,683	7,424	239	459
August	3,747	2,743	6,422	207	383
September	3,386	3,197	6,528	218	348
October	3,257	3,259	6,496	210	296
November	4,224	4,665	8,888	296	557
December					
<b>Maximum</b>					<b>690</b>
<b>Average</b>	<b>2,285.18</b>	<b>7,497.55</b>	<b>9,612.82</b>	<b>317.36</b>	
<b>Total</b>	<b>25,137</b>	<b>82,473</b>	<b>105,741</b>		

**FIGURE 1: DRINKING WATER SYSTEM**



## 2.3 WATER QUALITY

Free chlorine residuals are analyzed daily at the well and at selected distribution system locations. Free chlorine residuals at the well are necessary to verify the accuracy of the continuous monitoring equipment, thereby ensuring that primary disinfection requirements are achieved. Free chlorine residuals analyzed at distribution system locations are necessary to ensure that secondary disinfection requirements are achieved and fulfilling regulatory requirements. Table 2 provides the monthly free chlorine residual average results analyzed by Operational staff.

**TABLE 2: MONTHLY AVERAGE FREE CHLORINE RESIDUALS**

Month	Primary Disinfection (mg/L)		Distribution (mg/L)
	Pre-Contact Loop	Post-Contact Loop	
January	1.36	0.89	0.85
February	1.35	0.86	0.84
March	1.38	0.88	0.89
April	1.47	0.97	0.76
May	1.58	1.10	0.79
June	1.63	1.10	0.74
July	1.82	1.10	0.82
August	1.80	1.14	0.78
September	1.90	1.11	1.43
October	1.90	1.10	0.79
November	1.98	1.26	0.85
December			
<b>Average</b>	<b>1.65</b>	<b>1.05</b>	<b>0.87</b>



Analyses of bacteriologic, organic, and inorganic parameters are conducted by Testmark Laboratory in Thunder Bay. The following table summarizes the weekly bacteriological sample results. Any exceedance of an Ontario Drinking Water Quality Standard as prescribed in O.Reg. 169/03 will be summarized in this monthly report within the Notable Operations Events section.

**TABLE 3: WEEKLY BACTERIOLOGICAL SAMPLE RESULTS**

Date (DD/MM/YY)	Treated Water		
	Total Coliforms	E. Coli	HPC
	CFU/100mL	CFU/100mL	CFU/mL
7/11/23	0	0	< 10
14/11/23	0	0	< 10
21/11/23	0	0	< 10
29/11/23	0	0	< 10

NOTE: CFU – Colony Forming Unit (these are an indication of the number of cells that remain viable enough to proliferate and form small colonies)

## 2.4 CHEMICAL STATISTICS

Total chemical (sodium hypochlorite) usage and average chemical (sodium hypochlorite) dosages are summarized in Table 4 for disinfection at the Pickle Lake DWS. All chemical used in the treatment process is ANSI/NSF 60 certified for use in potable water, as required by provincial regulations.

**TABLE 4: CHEMICAL USAGE AND DOSAGE**

Month	Total Sodium Hypochlorite Usage	Average Sodium Hypochlorite Dosage
	L	mg/L
January	212.7	2.06
February	212.2	2.12
March	213.4	2.14
April	222.0	2.31
May	193.9	2.25
June	186.6	2.35
July	157.3	2.49
August	136.1	2.65
September	154.9	2.70
October	156.1	3.01
November	223.2	2.99
December		
<b>Average</b>	<b>188.04</b>	<b>2.46</b>
<b>Total</b>	<b>2,068.4</b>	

## 2.5 NOTABLE OPERATIONAL EVENTS

Table 5 summarizes abnormal and notable operational events that occurred during the reporting period. For clarification, notable operational events include, but are not limited to, the following:

- Facility and equipment repair and maintenance;
- Related water main breaks;
- Complaints and other inquiries received, and actions taken;
- Regulatory issues, including inspections, orders, and reports filed with regulators;
- Adverse water quality incidents;
- Health and safety issues; and,
- Status updates concerning capital projects.

**TABLE 5: ABNORMAL AND NOTABLE OPERATIONAL EVENTS**

Date	Event Description	Corrective Action	Resolution
1 Nov	UPC beeping	Reset breaker, which failed due to excessive load on the circuit	1 Nov
4 Nov	Curbstop repair at 43 Lakeview Cres.	WMPS Contracting onsite to repair bent curbstop, resident complaint. Curbstop couldn't be exercised from ground level. Dug down to curbstop fitting, exercise the valve and determined that the curbstop does not shut off water to 43 Lakeview Cres. Curbstop at 41 Lakeview feeds both 41 & 43 Lakeview Cres. Unsure what is feed by curbstop at 41 Lakeview Cres.	4 Nov
11 Nov	Callout – Water Quality lockout	Alarm caused by pre-chlorine analyzer reading 0.36mg/L. Calibrated analyzer to 1.00mg/L based on handheld reading. Reset alarm and verbatim acknowledged to normal	11 Nov
13 Nov	Callout – Tank communication failure	Received various Tank communication failure alarms – alarm reset and verbatim normal.	13 Nov
20 Nov	Hydrant #10 (Claud Avenue) leaking	Removed end caps and water inside barrel was frozen. WMPS used hydrant for manhole flushing, and valve was not closed completely. Hydrant was flushed until all ice had melted then pumped the remaining water out. No leak observed after fully closing the valve and tightening caps tight. Will continue to monitor hydrant.	20 Nov

Pickle Lake November Monthly Summary of Drinking Water System  
(DWS) and Water Pollution Control Plant (WPCP) Operations

December 14, 2023

20 Nov	Preparation and attendance of unannounced MECP inspection	MECP inspector performed unannounced inspection of the drinking water system. Clearford compliance and ORO have answered follow up questions from onsite inspection.  Inspection report received on December 12 <sup>th</sup> , 2023	21 Nov
23 Nov	Replaced battery on portable generator	Installed new battery and let charge overnight. Conducted monthly generator test – November 24 <sup>th</sup> .	24 Nov
27 Nov	Raw Water Pump 2 failure (during routine rounds)  Callout - Raw Water Pump 2 failure	Started raw water pump 2, ran for a couple seconds then shut off resulting in a Pump 2 failure alarm. Heard loud air noise coming from pump upon shutting down. Reset pump and pump now operating as normal.  Upon arriving at plant, Pump 2 failed resulting in an alarm, Pump 1 was running in auto. Alarm was reset, turned Pump 1 off, Pump 2 started normally in auto. When Pump 1 was back into auto, pump started with Pump 2. Pump 1 was turned off on SCADA, but pump did not turn off. Discussed issue with ORO, turned pump off at breaker and will troubleshoot next day. Pump 2 continued to trip, shut off at breaker.	28 Nov
28 Nov	Tank level setpoints – winter settings	Changed water tower tank settings for winter – 31.10m high and 26.60m low.	28 Nov
28 Nov	Troubleshoot raw water pump operation	Turned on Pump 1 breaker, pump started but not pumping water. Turned pump to auto and started to pump water. Filled water tower. Pump 2 breaker left off until water tower was filled. Turned Pump 2 into auto to test pump, ran without any issues.	28 Nov
29 Nov	Water tower circulation pump	Turned on circulation pump for winter operations	29 Nov
30 Nov	Callout – Water quality lockout	Alarm caused by pre-chlorine analyzer reading 0.39mg/L. Calibrated analyzer to 1.19mg/L based on handheld reading. Reset alarm and verbatim acknowledged to normal	30 Nov



### 3.0 WATER POLLUTION CONTROL PLANT (WPCP)

#### 3.1 FACILITY APPROVALS

The Pickle Lake Water Pollution Control Plant operates under the following approval;

- C of A or ECA – 3-1561-75, issued 17 May 1976
  - Sewage Works Number 110002185
  - Effluent Limits - None
  - Effluent Monitoring Requirements - None
  - Effluent Reporting Requirements - None
  - Capacity - 0.200 MGD (909m<sup>3</sup>/day)
  - Population - 420

#### 3.2 FLOW STATISTICS

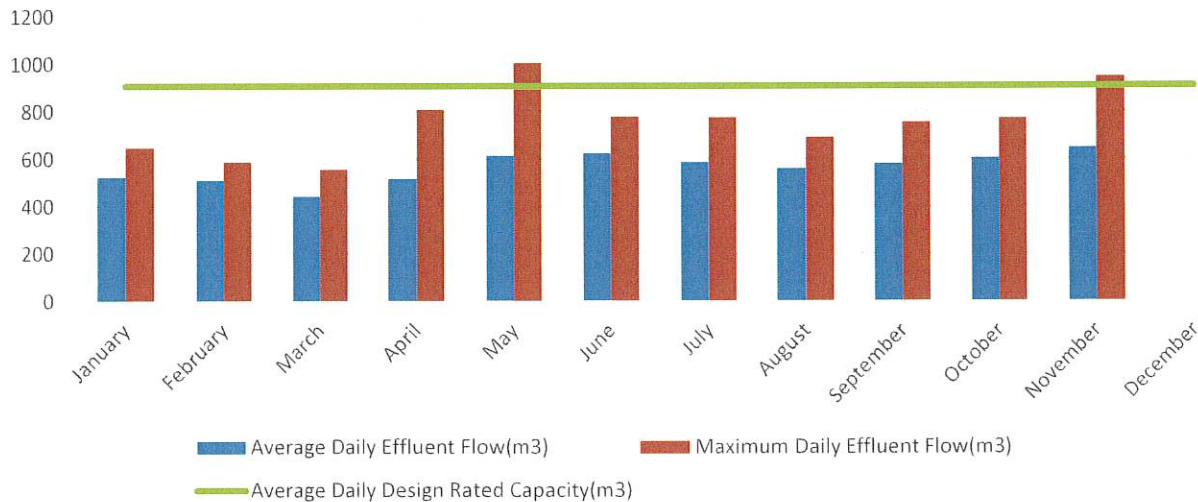
Table 6 provides flow statistics for the Pickle Lake Water Pollution Control Plant. The facility has an average design capacity equivalent to 909m<sup>3</sup>/day. As the facility approaches capacity, effluent water quality may deteriorate, and restrictions may be imposed upon new development in the community.

TABLE 6: WASTEWATER EFFLUENT FLOW STATISTICS

Month	Total Monthly Effluent Flow	Average Daily Effluent Flow	Maximum Daily Effluent Flow	Average Daily Flow vs. Design Capacity
	m <sup>3</sup>	m <sup>3</sup> /day	m <sup>3</sup> /day	909m <sup>3</sup> /day
January	16,262	524	649	57.65
February	14,304	511	588	56.22
March	13,802	445	557	48.95
April	15,013	518	810	56.99
May	19,058	615	1,006	67.66
June	18,732	624	779	68.64
July	18,163	586	777	64.47
August	17,386	561	692	61.72
September	17,452	582	756	64.02
October	18,776	606	772	66.67
November	19,476	649	948	61.95
December				
Maximum			1006	
Average	17,129.45	565.55		
Total	188,424			



**FIGURE 2: WASTEWATER POLLUTION CONTROL PLANT**



### 3.3 EFFLUENT QUALITY

The Pickle Lake Water Pollution Control Plant is an extended aeration activated sludge facility. This type of treatment is a biological treatment process that relies on micro-organisms to consume the water entering the facility. To verify the effectiveness of the treatment process, Operators collect samples and submit them to a 3<sup>rd</sup> party accredited laboratory for a variety of influent / effluent analyses. Table 7 summarizes the results of samples submitted to the laboratory in the calendar year. In addition to these results, various in-house analyses are conducted daily.

**TABLE 7: MONTHLY SAMPLE RESULTS**

Month	Influent				Final Effluent							
	BOD <sub>5</sub>	SS	TP	TKN	CBOD <sub>5</sub>	SS	TP	TKN	TAN	Unionized Ammonia	pH	E. Coli
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L		CFU/100mL
Jan	< 20	15	1.27	2.4	2.1	4.7	0.769	1.3	0.55	< 0.002	6.90	> 4,000
Feb	22	24	1.21	11.4	0.5	< 1	0.258	0.8	< 0.01	< 0.002	7.50	3,960
Mar	29	20	1.34	11.0	1.0	1.7	1.030	< 1.0	0.03	< 0.002	7.10	1
Apr	51	38.7	1.30	12.4	1.6	1.3	1.180	1.0	< 0.01	< 0.002	7.41	760
May	53	132	2.79	16.7	1.5	6.0	0.900	1.0	< 0.01	< 0.002	7.60	96,000
June	19	37.5	1.85	17.3	< 1.0	1.7	0.124	1.8	0.13	< 0.002	7.19	520
July	30	106	1.80	19.7	< 1.0	2.3	0.820	1.8	0.04	< 0.002	6.82	5
Aug	64.6	58	2.38	21.9	1.1	1.7	1.0700	1.8	0.04	< 0.002	7.58	< 1
Sept	11	24	2.81	17.6	< 1.0	1.3	3.320	3.0	0.02	< 0.002	7.69	410
Oct	45	29.3	2.02	21.9	0.5	0.67	2.32	3.2	0.04	< 0.002	7.60	10
Nov	48	26	0.95	16.9	7	16	0.263	3.2	0.003	< 0.002	7.45	30
Dec												

CBOD<sub>5</sub> = Carbonaceous Biochemical Oxygen Demand, SS = Suspended Solids, TP = Total Phosphorus, TKN = Total Kjeldahl Nitrogen, TAN = Total Ammonia Nitrogen

### 3.4 CHEMICAL STATISTICS

Total chemical (sodium hypochlorite) usage and average chemical (sodium hypochlorite) dosages are summarized in Table 8 for disinfection at the Water Pollution Control Plant during summer operations. All chemical used in the treatment process is ANSI/NSF 60 certified for use in potable water, as required by provincial regulations. The sodium hypochlorite dilution is 1:2 (1 part chlorine: 2 parts water), using 6% trade strength.

**TABLE 8: CHEMICAL USAGE AND DOSAGE**

Month	Total Sodium Hypochlorite Usage	Average Sodium Hypochlorite Dosage	Average Chlorine Residual @ Final Effluent Chamber	Average Chlorine Residual @ Outfall Structure
	L	mg/L	mg/L	mg/L
January	Chlorination system not in service			
February				
March				
April				
May				
June				
July				
August	205.40	15.34	0.36	N/A
September	239.63	14.12	0.18	0.01
October	3.20	0.38	0.10	0.01
November	Chlorination system not in service			
December				
<b>Average</b>	<b>149.41</b>	<b>9.95</b>	<b>0.21</b>	<b>0.01</b>
<b>Total</b>	<b>448.23</b>			

### 3.5 NOTABLE OPERATIONAL EVENTS

Table 9 summarizes abnormal and notable operational events that occurred during the reporting period. For clarification, notable operational events include, but are not limited to, the following:

- Spills and bypass events;
- Facility and equipment repair and maintenance;
- Sewage blockages and backups;
- Complaints and other public inquiries received, and actions taken;
- Regulatory issues, including inspections, orders, and reports filed with regulators;
- Health and safety issues; and,
- Status updates concerning capital projects.



**TABLE 9: ABNORMAL AND NOTABLE OPERATIONAL EVENTS**

Date	Event Description	Corrective Action	Resolution
2 Nov	Blower 1 squealing while running	Mack Moore onsite to observe the operation of blower 2. Possible misalignment of cables causing squealing.	2 Nov
3 Nov	Sludge return – Intermatic timer not functioning	Clarence Moore advised that the blower line to the return outlet is frozen. Placed heater next to line and covered with tarp. Sludge began to return after a few hours of heat.	3 Nov
7 Nov	Realignment of blower 1	Mack Moore onsite to realign blower 1 by adjusting the chains. Blower tested and operating as normal, will be alternated every week with blower 2	7 Nov
9 Nov	Callout – Main lift station high level	Inspected wet well and tested pump operation. Reset alarm	9 Nov
9 Nov	Sludge return – Intermatic timer not functioning	Sludge air line frozen again. Placed heater next to line and covered with tarp. Heater did not free up line. Bypass line opened for the night. Place heater next to line again to thaw out line. When turning intermatic valve in auto, bubbling sounds are heard, but not flowing. Bolts loosened on solenoid assembly; return is not operating as normal. Discussion with ORO, determined that solenoid could be the issue, will continue to monitor.	10 Nov
20 Nov	WMPS onsite for Main Lift Station wet well cleaning	Main Lift Station cleaning after cleaning out all manholes in town. Cleaning of inlet, outlet, and walls	20 Nov
21 Nov	Callout – Main Lift Station high level	Upon arrival level was up to the grating, both pumps running with floats 3&4 active. Pumps airlocked due to work completed by WMPS. Electrician onsite to allow bleeders to relieve air from pumps. Tried reversing the polarity on the pumps for a few seconds and sewage started to pump.	21 Nov
22 Nov	Monthly generator testing	Tested generator	22 Nov

# **Pickle Lake Fire Department**

**November 2023**

**TO: Pickle Lake Mayor and Council**

**FROM: Tanya Kozlovic, Captain**

**DATE: November 30 2023**

## **I. Present Points of Note:**

- The Pickle Lake Fire Department continues to support the NWEMS with coverage
  - ❑ A lone medic will work with a fire fighter when NWEMS is unable to fully staff the ambulance
  - ❑ Ongoing efforts towards having a work agreement in place between the Kenora District Services Board (KDSB) and the Township of Pickle Lake
  - ❑ Visual wear will be sourced for all fire fighters by Captain Kozlovic
- Larry Lundy, Ontario Fire Marshall (OFM) Rep, met with the Township and Fire Department leadership on November 09 2023
  - ❑ Concerns discussed about new legislation and requirements from the municipality as well as the fire leadership
  - ❑ Outlined that fire trucks have a 20 year life span but volunteer departments can extend by 5 years; both of our trucks have exceeded 25 years
- Pumper 1 Update (older pumper)
  - ❑ Northern Motor Sports may address the carburetor to temporarily fix the pumper until it can be replaced
  - ❑ Unknown status; check with Councilor Millar
- Pumper 4 Update (newer pumper)
  - ❑ Annual inspection at Northern Motor Sports scheduled for December 08 2023
  - ❑ Engine solenoid has been replaced with no concerns noted
- Rescue Truck Update
  - ❑ Annual inspection completed November 27 2023
    - a) Parts on order to replace tie rod and oil filter issues
    - b) New master switch installed (no longer need to disconnect the battery every time vehicle is parked)
    - c) FD would benefit greatly from a truck that would transport four (4) fire fighters such as a crew cab; we would require adequate storage in the rear for vehicle extrication equipment, chainsaw, fuel etc
- SCBA (Self Contained Breathing Apparatus) Update
  - ❑ Our breathing apparatus' are past inspection
    - a) Chief Halteman will be addressing if an inspection is possible or if new tanks are required
  - ❑ Dryden Fire continues to offer their services for tank filling as we do not have the ability to refill our SCBA tanks in Pickle Lake

# **Pickle Lake Fire Department**

**November 2023**

## **II. Completed Tasks:**

- Rescue Truck has had inspection; parts on order
- Rescue Truck master switch installed
- Annual Inspection for Pumper 4 scheduled for December 08 2023
- Solenoid replaced in Pumper 4

## **III. Inspections**

- No workplace or residential fire inspections requested or required this month

## **IV. Calls this Month:**

- November 07 2023: MVC 599 - south of town
- November 16 2023: MVC 599 - Rat Rapids

## **V. Training Sessions**

- Leadership has received significant training information from the OFM
- Deputy Chief Cassidy and Captain Dalzell will be building a training program

## **VI. Personnel**

- **New Personnel**
  - ☐ None
- **Outgoing Personnel**
  - ☐ None
- **Number of Personnel – 12**
  - ☐ 8 firefighters
  - ☐ 3 driver/pumper operators
  - ☐ 1 dispatcher

# **Pickle Lake Fire Department**

**November 2023**

**VII. Other:**

- No concerns at present

**VIII. Vehicles:**

- Pumper 4: inspection scheduled for December 08 2023
- Pumper 1: pending repairs; unserviceable at present
- Rescue Truck 4: inspected November 27 2023

Reviewed by Chief Halteman  
Submitted by Captain Kozlovic





Premier Ford  
Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)

The Honourable Paul Calandra  
Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

The Honourable Todd A. Smith  
Minister of Energy, Ontario  
[MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

SENT VIA EMAIL

December 1<sup>st</sup>, 2023

**Re: Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold**

Dear Premier Ford, Minister Calandra, and Minister Smith,

Please be advised that at the Regular Council Meeting on November 29<sup>th</sup> 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the attached resolutions from the Western Ontario Wardens Caucus regarding Support to Revoke Strong Mayor Powers and Increase in the Leave to Construct Threshold.

**Motion 14** Moved by Councillor Kristen Rodrigues  
Seconded by Councillor John van Klaveren  
*That Council support item 'S' Strong Mayor Powers & 'T' Leave to Construct Threshold from the Western Ontario Warden's Caucus.*

**Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [eflynn@plympton-wyoming.ca](mailto:eflynn@plympton-wyoming.ca).

Sincerely,

Ella Flynn  
Deputy Clerk  
Town of Plympton-Wyoming

cc: Sent via e-mail  
Western Ontario Wardens' Caucus  
Hon. Rob Flack, Associate Minister of Housing – [Rob.Flack@pc.ola.org](mailto:Rob.Flack@pc.ola.org)  
Matthew Rae, Parliamentary Assistant to the Minister of Municipal Affairs and Housing – [Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)  
All Ontario Municipalities



October 24, 2023

Premier R. Ford  
Premier of Ontario  
[premier@ontario.ca](mailto:premier@ontario.ca)

and

The Honourable Paul Calandra  
Minister of Municipal Affairs and Housing  
Send electronically via email  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

**Re: Strong Mayor Powers**

Dear Premier Ford and Minister Calandra

Please be advised at the regular meeting of the Western Ontario Wardens' Caucus held on October 13, 2023, the following resolution was passed:

**Moved by M. Ryan, seconded by B. Milne:**

THAT item of correspondence 7-1(b) be received; and

WHEREAS the Western Ontario Wardens Caucus Inc. (WOWC) is a not-for-profit organization representing 15 upper and single tier municipalities in Southwestern Ontario with more than one and a half million residents;

AND WHEREAS the purpose of WOWC is to enhance the prosperity and overall wellbeing of rural and small urban communities across the region;

AND WHEREAS the Strong Mayors, Building Homes Act, 2022, S.O. 2022, c. 18, for select municipalities, transfers legislative responsibility from the deliberative body of the Council to the Head of Council;

AND WHEREAS the Better Municipal Governance Act, 2022, S.O. 2022, c. 24 provides for provincially appointed facilitators to assess the regional governments to determine the mix of roles and responsibilities between the upper and lower-tier municipalities;

AND WHEREAS the Building Faster Fund arbitrarily ties housing supportive funding to municipalities that establish a housing target based solely on population size;

AND WHEREAS "responsible and accountable governments with respect to matters within their jurisdiction;

AND WHEREAS overcoming the housing and affordability crisis in Ontario requires sustained, strategic, and focused efforts from all levels of government, informed from the expertise of all levels of government.

NOW THEREFORE BE IT RESOLVED THAT WOWC calls on the provincial government to work with municipalities in Ontario, as a responsible and accountable level of government, to focus all efforts on tackling the housing and affordability crisis in Ontario by:

Revoking existing 'strong mayor powers' and not implementing legislation that transfers legislative responsibility from the body of Council to the Head of Council.

Respecting spheres of jurisdiction, recognizing that municipalities are best positioned to determine the mix of roles and responsibilities between upper and lower-tier municipalities and only conduct structural and service delivery reviews of municipalities or regions where a majority of municipalities included within the region, request the same.

Recognizing rural and small urban municipalities are critical to overcoming the housing and affordability crisis in Ontario and not allocating the majority of scarce provincial housing supportive funding to a limited subset of large urban municipalities in Ontario.

AND THAT WOWC calls upon the provincial government to provide all municipalities with the financial resources to tackle the housing and affordability crisis in Ontario that is pricing too many people, especially young families and newcomers, out of home ownership, while amplifying socio-economic disparities and reliance on municipally provided human services;

AND THAT this resolution be forwarded to the Association of Municipalities of Ontario for support so that the future governance of our communities is in the hands of its constituents;

AND THAT this resolution be forwarded to: the Minister of Municipal Affairs and Housing and the Premier of Ontario; WOWC Members; the EOWC, and all WOWC area MPs and MPPs. - **CARRIED**

Please contact Kate Burns Gallagher, Executive Director, Western Ontario Warden' Caucus, [kate@wowc.ca](mailto:kate@wowc.ca) should you have any questions regarding this matter.

Sincerely,



Glen McNeil  
Chair, Western Ontario Wardens' Caucus

WESTERN ONTARIO  
**WOWC**  
WARDENS CAUCUS

cc.

Hon. Rob Flack, Associate Minister of Housing

[Rob.Flack@pc.ola.org](mailto:Rob.Flack@pc.ola.org)

Matthew Rae, Parliamentary Assistant to the Minister of Municipal Affairs and Housing

[Matthew.Rae@pc.ola.org](mailto:Matthew.Rae@pc.ola.org)

WOWC MPPs

WOWC MPs

Eastern Ontario Wardens' Caucus





October 24, 2023

The Honourable Todd A. Smith,  
Minister of Energy, Ontario  
Send electronically via email  
[MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca)

**Re: Leave to Construct Threshold**

Dear Minister Smith,

On October 13, 2023, the WOWC passed a resolution in favour of the Government of Ontario updating the LTC cost threshold from \$2M to \$20M for hydrocarbon lines (by amending Ontario Regulation O.Reg.328/03) while maintaining current requirements and expectations for Indigenous consultation and environmental review for projects greater than \$2M and less than \$10M.

Western Ontario has seen significant growth in the past decade with pressures to build out the gas pipeline network. Many municipalities in our region have lost major investment opportunities because of the delays in getting natural gas to development sites. Any person or company planning to construct hydrocarbon transmission facilities within Ontario, must apply to the OEB for authorization, if the projected cost to build the pipeline is over \$2 million, a threshold that was set in 1998.

Industry proposes updating the LTC cost threshold from \$2M to \$10M for hydrocarbon lines (by amending Ontario Regulation O.Reg.328/03) while maintaining current requirements and expectations for Indigenous consultation and environmental review for projects greater than \$2M and less than \$10M. Increasing the cost threshold to \$10M would closer align Ontario with other Canadian jurisdictions (e.g., in B.C., these thresholds are \$15M for electricity and \$20M for natural gas). The WOWC is recommending a \$20M threshold for our Province to be competitive with other Canadian jurisdictions.

Ontario's outdated regulations are causing the LTC to apply far more broadly than intended when it was established over 20 years ago. Due to increased regulatory and cost pressures, as well as inflation, virtually all gas pipeline projects are now greater than \$2M rendering the threshold meaningless. Roughly 0.5 KM pipe in urban settings now often exceed the \$2M threshold.

Examples of businesses lost in the region due to the regulation include;

- EV Battery Manufacturer, investment of \$1 Billion
- New Distillery
- 2 New Agricultural processing plants - \$140 million total investment
- New Agricultural plant - \$225 million USD investment

Modernizing these outdated regulations would reduce delays and costs for economic development initiatives including new industries seeking to locate in Ontario and create jobs (or existing seeking to expand), transit projects, community expansion projects, housing developments, connections for low carbon fuel blending (e.g. renewable natural gas, hydrogen) as well as residential and business customer connections.

The WOWC supports an increase in the Leave to Construct threshold to \$20M.

Sincerely,

A handwritten signature in black ink that reads "Glen McNeil". The signature is written in a cursive, flowing style.

Glen McNeil  
Chair, Western Ontario Wardens' Caucus

cc.

Western Ontario MPPs

WOWC Members

WOWC Local Municipalities



December 1, 2023

SENT VIA EMAIL

**Re: Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule**

---

Please be advised that during the regular Council meeting of Monday, November 27, 2023, Council of Loyalist Township passed the following resolution:

**Resolution 2023.21.17**

Moved by Deputy Mayor Townend

Seconded by Councillor Proderick

That Council receive and support Prince Edward County's resolution dated November 14, 2023 urging the Province to stop the Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule to waste management systems, stormwater management systems, and certain water taking activities.

**Motion carried.**

Sincerely,

A handwritten signature in cursive script that reads "Anne Kantharajah".

Anne Kantharajah

Township Clerk

[akantharajah@loyalist.ca](mailto:akantharajah@loyalist.ca)

613-386-7351 Ext. 121

Att: Prince Edward County resolution, November 14, 2023

cc: Mayor Jim Hegadorn, Deputy Mayor Townend, Councillor Proderick, Rebecca Murphy, CAO

November 17, 2023

Please be advised that during the regular Council meeting of November 14, 2023 the following motion regarding support for the Province to stop the Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule to waste management systems, storm water management systems, and certain water taking activities was carried:

**RESOLUTION NO. 2023-569**

**DATE:** November 14, 2023

**MOVED BY:** Councillor Maynard

**SECONDED BY:** Councillor Roberts

**WHEREAS** the Municipality, in support of the Quinte Conservation Authority, actively supports the Source Water Protection Program, as part of local efforts to implement the Clean Water Act, 2006 and its regulations to protect local municipal drinking water sources;

**AND WHEREAS** the Ministry of the Environment, Conservation and Parks (MECP) is proposing to expand the use of the permit-by-rule to waste management systems, stormwater management systems, and certain water taking activities;

**AND WHEREAS** In 2018, Bill 68, the Open for Business Act was passed, whereby it legislated that less complex activities that pose low-risk to the environment should not be required to go through the approval process and instead, should self-register on the Environmental Activity and Sector Registry (EASR);

**AND WHEREAS** Quinte Conservation Authority has outlined in their October 24, 2023 report to their Board, that the activities proposed to move to the EASR may pose too much risk to drinking water, and can pose threats to human health and the environment;

**AND WHEREAS** Quinte Conservation Authority noted the source water protection concern generally lies in the fact the Ministry will no longer undertake an up-front detailed review of applications related to the specified activities, thereby potentially weakening regulatory oversight;

**AND WHEREAS** the specified activities, which have the potential to cause significant adverse impacts to the natural environment and human health will no



longer be subject to public and site-specific scrutiny prior to commencing operation in Ontario;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of Prince Edward County supports the concerns outlined by Quinte Conservation Authority and urges the Provincial government to stop the Ministry of the Environment, Conservation and Parks (MECP) proposal to expand the use of the permit-by-rule to waste management systems, stormwater management systems, and certain water taking activities; and

**THAT** this resolution be sent to Premier Doug Ford, Todd Smith, Bay of Quinte M.P.P. and Andrea Khanjin, Minister of the Environment, Conservation and Parks; and

**THAT** this resolution be shared with all 444 municipalities in Ontario, The Federation of Canadian Municipalities (FCM), The Association of Municipalities Ontario (AMO), The Eastern Ontario Wardens' Caucus (EOWC) and all Ontario Conservation Authorities.

**CARRIED**

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor Maynard and Marcia Wallace, CAO



MUNICIPALITY OF

North Perth

[www.northperth.ca](http://www.northperth.ca)

A Community of Character

330 Wallace Ave. N., Listowel, ON N4W 1L3

Phone: 519-291-2950

Toll Free: 888-714-1993

October 26<sup>th</sup>, 2023

Minister of Long-Term Care  
438 University Avenue, 8<sup>th</sup> Floor  
Toronto, ON M5G 2K8

To Whom It May Concern,

Please be advised that the Council of the Municipality of North Perth passed the following resolution at their regular meeting held on October 16<sup>th</sup>, 2023 regarding a request for support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022 from Catherine Fife, Waterloo MPP.

**Moved By:** Lee Anne Andriessen    **Seconded By:** Sarah Blazek

THAT: The Council of the Municipality of North Perth supports Consent Agenda Item 7.11 *Catherine Fife, Waterloo MPP – Request for Support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022.*

AND THAT: Staff be directed to forward the resolution to other provincial entities and other Council counterparts across Ontario.

**CARRIED**

If you have any questions regarding the above resolution, please do not hesitate to contact me.

Regards,

Sarah Carter  
Acting Clerk/Legislative Services Supervisor  
Municipality of North Perth  
330 Wallace Ave. N., Listowel ON N4W 1L3  
519-292-2062  
[scarter@northperth.ca](mailto:scarter@northperth.ca)

Cc: Catherine Fife, Waterloo MPP  
Perth Wellington MPP, Matthew Rae  
All Ontario Municipalities

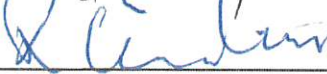


## COUNCIL RESOLUTION

Resolution No.: 440-23

Date: Nov 28, 2023

Moved By: 

Seconded By: 

THAT Council hereby receives the resolution from North Perth supporting Catherine Fife, Waterloo MPP - Request for support for Bill 21, Fixing Long Term Care Amendment Act (Till Death Do Us Part), 2022 and same be filed in the Clerk's Office;

AND THAT Council directs the clerk to forward a copy of this resolution to Premier Doug Ford, Minister of Long Term Care Stan Cho, MP Marcus Powlowski, MP Patty Hajdu, MPP Kevin Holland and MPP Lise Vaugeois, and all Ontario Municipalities.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred



Signature



## **MEA APPOINTS NEW BOARD OF DIRECTORS AT 2023 AGM**

The Municipal Engineers Association (MEA) is a non-profit association representing the interests of over 1,200 professional engineers in Ontario who are employed in the municipal engineering and public works sectors at Ontario municipalities and provincial agencies, as well as consulting engineering firms acting as the engineer-of-record for Ontario municipalities.

MEA's many pursuits include being the co-proponent for the Municipal Class Environmental Assessment (MCEA) process. Together with the Ministry of Transportation of Ontario, MEA administers Ontario Provincial Standards for Municipalities (OPS MUNI); many of our members participate in committees that establish standards and specifications used province wide. MEA offers training courses for both MCEA and OPS as well as hosting an annual conference.

The MEA is the preferred venue for employers to recruit professional municipal engineers and technologists/technicians through its online employment advertising platform.

MEA provides an annual bursary program to students entering the first year of an accredited university engineering program. Since 2008, the MEA has awarded over \$183,000 in bursaries.

The MEA held its 2023 Annual General Meeting at the Sunbridge Hotel & Conference Centre in Sarnia on November 16, 2023. As part of the AGM business, a new Board was elected. We are pleased to present the new Board for the 2023/2024 term (see attachment).

Please share this with members of your organization. Should you have any questions about the MEA or the new Board, please let me know.

Sincerely,



---

D.M. (Dan) Cozzi, P. Eng.  
Executive Director  
Municipal Engineers Association

Attachment:  
MEA Board of Directors and Staff 2023-2024

## 2023-2024 MEA Board of Directors & Staff



**Matthew N. Miedema, P.Eng.**  
**President**  
Project Engineer  
City of Thunder Bay  
[president@municipalengineers.on.ca](mailto:president@municipalengineers.on.ca)



**Taylor Crinklaw, P.Eng.**  
**Board Director**  
Director – Infras. & Dev. Services  
City of Stratford  
[tcrinklaw@stratford.ca](mailto:tcrinklaw@stratford.ca)



**Benjamin de Haan, P.Eng.**  
**Secretary-Treasurer**  
Director - Transportation Serv.  
United Counties of SDG  
[b\\_dehaan@sdcgcounties.ca](mailto:b_dehaan@sdcgcounties.ca)



**Chris Traini, P.Eng.,**  
**Past-President**  
Deputy CAO/County Engineer  
County of Middlesex  
[ctraini@county.middlesex.on.ca](mailto:ctraini@county.middlesex.on.ca)



**Catherine J. Taddo, P. Eng.**  
**Board Director**  
Mgr, Dev. & Env. Engineering  
City of Sault Ste. Marie  
[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



**Penelope Palmer, P. Eng.**  
**Board Director**  
Mgr, Business Improvement & Stds.  
City of Toronto  
[Penelope.palmer@toronto.ca](mailto:Penelope.palmer@toronto.ca)



**Paul Acquah, P. Eng.**  
**Board Director**  
Mgr of Engineering  
York Region  
[Paul.acquah@york.ca](mailto:Paul.acquah@york.ca)



**Scott Hamilton, P. Eng.**  
**Board Director**  
City Engineer  
City of Burlington  
[Scott.Hamilton@burlington.on.ca](mailto:Scott.Hamilton@burlington.on.ca)



**Joe de Koning**  
**Board Director**  
Manager of Roads  
County of Wellington  
[joedk@wellington.ca](mailto:joedk@wellington.ca)



**Tara Blasioli, P. Eng.**  
**Board Director**  
Mgr – Adisöke Library Project  
City of Ottawa  
[Tara.Blasoli@ottawa.ca](mailto:Tara.Blasoli@ottawa.ca)



**Dan Cozzi, P. Eng.**  
**Executive Director**  
MEA  
[dan.cozzi@municipalengineers.on.ca](mailto:dan.cozzi@municipalengineers.on.ca)



**Paul Knowles, P. Eng.**  
**MCEA Advisor**  
MEA  
[paul.knowles@municipalengineers.on.ca](mailto:paul.knowles@municipalengineers.on.ca)



**Kate Crouse**  
**Admin Support**  
MEA  
[support@municipalengineers.on.ca](mailto:support@municipalengineers.on.ca)

**TBA**  
**Technical Services Coord.**  
MEA



**Ministry of Natural Resources and  
Forestry**

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses naturelles et  
des Forêts**

Direction des politiques de planification et  
d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

Good Morning,

Today, the government posted a decision notice to the [Environmental Registry of Ontario](#) finalizing the "[Technical bulletin - Flooding hazards: data survey and mapping specifications](#)".

This new technical bulletin is to be applied when delineating the flooding hazard through mapping new, or updating existing, maps. It is intended to assist technical personnel experienced in mapping and geomatics in undertaking flood hazard surveying and mapping in Ontario and to serve as the definitive source of flood hazard data, survey and mapping guidance for use in Ontario.

Feedback on the draft technical bulletin was accepted from July 4th until September 5th, 2023. Feedback was for the most part supportive of the criteria and guidance provided in the Technical Bulletin. Comments received supported the additional clarity with regards to the necessary data considerations and mapping specifications to support flood hazard identification in Ontario. There was broad support for the Technical Bulletin providing flood hazard mapping recommendations, but not being a set of mandatory instructions to be applied in all circumstances.

Expanded guidance and clarification was provided for using surveyed and remotely sensed channel bathymetry and floodplain surface topography, to support the use of different types of models. Clarification and guidance related to vertical and horizontal datum transformations to the CGVD2013 datum (see Section 3.0 of Technical Bulletin), and associated limitations on the conversion process were sought however, MNRF endeavours to update this Technical Bulletin in the future to align with and reference pending Government of Ontario Information and Technology Standards.

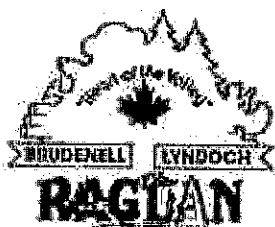
Other additional comments received will be revisited in future revisions of this Technical Bulletin as future associated Technical Bulletins (e.g., hydrology and hydraulics methods) are released and new content can be added. The Ministry intends to keep this and other future natural hazard technical bulletins in an 'evergreen' state and update as new science and methods emerge.

As committed to in Ontario's Flooding Strategy, MNRF is in the process of updating other natural hazard technical guidance and anticipates additional documents to be released for public comment over the coming months and years.

Sincerely,

Jennifer Keyes  
Director, Resources Planning and Development Policy Branch  
Ministry of Natural Resources and Forestry





**TOWNSHIP OF  
BRUDENELL, LYNDOCH AND RAGLAN**

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

Lianne Rood  
House of Commons  
Ottawa, ON K1A 0A6

December 8<sup>th</sup>, 2023

Sent via e-mail: Lianne.Rood@parl.gc.ca

**Re: Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the *Income Tax Act* (Tax Credit for Volunteer Firefighters)**

Dear Ms. Rood,

Please be advised that at the Regular Council Meeting on December 6<sup>th</sup>, 2023, the Township of Brudenell Lyndoch and Raglan Council passed the following motion, supporting the attached resolution from the Municipality of Wawa regarding Support of Bill C-310 and Amendments to Subsections 118.06 (2) & 118.07 (2) of the *Income Tax Act* (Tax Credit for Volunteer Firefighters).

**Res # 2023-12-06-09**

*Moved by Councillor Keller*

*Seconded by Councillor Quade*

*"THAT Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan support resolution RC23265 from the Corporation of the Municipality of Wawa.*

*FURTHER pass a resolution in support of Bill C-310." Carried.*

If you have any questions regarding the above resolution, please do not hesitate to contact me by phone or email at [deputyclerk@blrtownship.ca](mailto:deputyclerk@blrtownship.ca).

Sincerely,

Tammy Thompson

Deputy Clerk

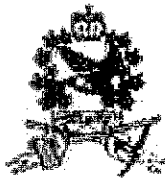
Township of Brudenell Lyndoch and Raglan

cc: Sent via e-mail

Association of Fire Chiefs of Ontario – [info@oafc.on.ca](mailto:info@oafc.on.ca)

The Association of Ontario Municipalities (AMO) – [resolutions@amo.on.ca](mailto:resolutions@amo.on.ca)

All Ontario Municipalities



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 7, 2023

Resolution # RC23265

Meeting Order: 10

Moved by:

*Cathy Farnon*

Seconded by:

*J. McNeil*

**WHEREAS** Canada has 90,000 volunteer firefighters who provide fire and all hazard emergency services to their communities; In addition, approximately 8,000 essential search and rescue volunteers respond to thousands of incidents every year; and

**WHEREAS** many of these individuals receive some form of pay on call, an honorarium, or are given some funding to cover expenses, but they do not draw a living wage from firefighting; and;

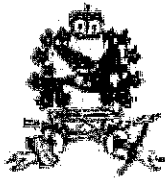
**WHEREAS** without volunteer firefighters and search and rescue volunteers, thousands of communities in Canada would have no fire and emergency response coverage; and;

**WHEREAS** in 2013, the federal government initiated a tax credit recognizing these individuals, and calling on the federal government to increase this tax credit from \$3,000 to \$10,000; and;

**WHEREAS** volunteer firefighters account for 71% of Canada's total firefighting essential first responders;

- The tax code of Canada currently allows volunteer firefighters and search and rescue volunteers to claim a \$3,000 tax credit if 200 hours of volunteer services were completed in a calendar year;
- This works out to a mere \$450 per year, which we allow these essential volunteers to keep of their own income from their regular jobs, \$2.25 an hour;
- If they volunteer more than 200 hours, which many do, this tax credit becomes even less;
- These essential volunteers not only put their lives on the line and give their time, training and efforts to Canadians, but they also allow cities and municipalities to keep property taxes lower than if paid services were required;

p.2...



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

- It would also help retain these volunteers in a time when volunteerism is decreasing.

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Wawa call upon the Government of Canada to support Bill C-310 and enact amendments to subsections 118.06 (2) and 118.07 (2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000; and;

**FURTHERMORE THAT** a copy of the resolution be shared with the Association of Fire Chiefs of Ontario, Algoma Mutual Aid Association, Association of Municipalities of Ontario and all Ontario municipalities.

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

Disclosure of Pecuniary Interest and the general nature thereof.

- ☐ Disclosed the pecuniary interest and general nature thereof and abstained from the discussion, vote and influence.

Clerk: \_\_\_\_\_

MAYOR - MELANIE PILON	CLERK - MAURY O'NEIL

This document is available in alternate formats.



**Clerk's Department**  
Township of Clearview  
Box 200, 217 Gideon Street  
Stayner, Ontario L0M 1S0  
[clerks@clearview.ca](mailto:clerks@clearview.ca) | [www.clearview.ca](http://www.clearview.ca)  
Phone: 705-428-6230

December 12, 2023

File: C00.2023

Hon. Todd McCarthy  
Ministry of Public and Business Service Delivery  
777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M5B 2H7

Sent by Email

**RE: Cemetery Transfer/Abandonment Administration & Management Support**

---

Please be advised that Council of the Township of Clearview, at its meeting held on December 11, 2023, passed a resolution regarding Cemetery Transfer/Abandonment Administration & Management Support as follows:

Moved by Councillor Walker, Seconded by Councillor Broderick, Whereas under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed;

And Whereas over the last decade, there has been an increase in the number of churches and local cemetery boards initiating processes to transfer ownership or abandon their owned and operated cemeteries to the local municipality due to such issues as high maintenance costs, inaccuracy of records, lack of financial and human resources to effectively operate and maintain the cemetery, increased regulatory processes regarding training, selling of interment rights, financial operation of the care and maintenance fund, etc.;

And Whereas municipalities experience the same issues and pressures that churches and local boards experience with the operation and maintenance of cemeteries within its jurisdiction, and additional transfers of cemetery lands only compound the burden on municipal taxpayers;



And Whereas cemeteries are important infrastructure where the reasonable costs for interment rights, burials, monument foundations, corner stones and administration charges do not sufficiently support the general operation of cemeteries;

And Whereas the interest earned from the care and maintenance fund(s) of a cemetery do not provide adequate funding to maintain the cemetery with the rising costs of lawn and turf maintenance contracts and monument restoration;

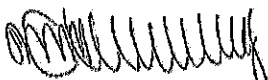
Now Therefore Be It Resolved that Council of the Township of Clearview requests that the Province through the Ministry of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) consider the following to assist municipalities in this growing concern of cemetery transfers:

- Amend the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;
- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries; Page 6 of 7
- Provide free training opportunities for municipalities regarding cemetery administration; and,
- Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost.

And that this resolution be circulated to the Hon. Todd McCarthy, Ministry of Public and Business Service Delivery, Jim Cassimatis, BAO Interim CEO/Registrar, MPP Brian Saunderson and all Ontario municipalities. Motion Carried.

For reference, please find attached the Staff Report LS-032-2023 that provides background for the above resolution. If you have any questions, please do not hesitate to contact the undersigned.

Regards,



Sasha Helmkay-Playter, B.A., Dipl. M.A., AOMC  
Clerk/Director of Legislative Services

cc: Jim Cassimatis, BAO Interim CEO/Registrar  
MPP Simcoe Grey, Brian Saunderson  
Ontario Municipalities

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**To:** Mayor and Council

**From:** Sasha Helmkey, Clerk/Director of Legislative Services

**Date:** December 11, 2023

**Subject:** Report # LS-032-2023 – Cemetery Transfer/Abandonment  
Administration & Management Support

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### Recommendation

Be It Resolved that Council of the Township of Clearview hereby receives Report LS-032-2023 (Cemetery Transfer/Abandonment Administration & Management Support) dated December 11, 2023; and,

Whereas under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed;

And Whereas over the last decade, there has been an increase in the number of churches and local cemetery boards initiating processes to transfer ownership or abandon their owned and operated cemeteries to the local municipality due to such issues as high maintenance costs, inaccuracy of records, lack of financial and human resources to effectively operate and maintain the cemetery, increased regulatory processes regarding training, selling of interment rights, financial operation of the care and maintenance fund, etc.;

And Whereas municipalities experience the same issues and pressures that churches and local boards experience with the operation and maintenance of cemeteries within its jurisdiction, and additional transfers of cemetery lands only compound the burden on municipal taxpayers;

And Whereas cemeteries are important infrastructure where the reasonable costs for interment rights, burials, monument foundations, corner stones and administration charges do not sufficiently support the general operation of cemeteries;

And Whereas the interest earned from the care and maintenance fund(s) of a cemetery do not provide adequate funding to maintain the cemetery with the rising costs of lawn and turf maintenance contracts and monument restoration;

Now Therefore Be It Resolved that Council of the Township of Clearview requests that the Province through the Ministry of Public and Business Service Delivery and the Bereavement Authority of Ontario (BAO) consider the following to assist municipalities in this growing concern of cemetery transfers:

- Amend the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;
- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries;
- Provide free training opportunities for municipalities regarding cemetery administration; and,
- Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost.

And that this resolution be circulated to the Hon. Todd McCarthy, Ministry of Public and Business Service Delivery, Jim Cassimatis, BAO Interim CEO/Registrar, MPP Brian Saunderson and all Ontario municipalities.

## **Background**

Under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), when a cemetery is declared abandoned by a judge of the Superior Court Justice, the local municipality within whose geographic boundaries the land of the cemetery is located, becomes the owner of the cemetery with all the rights and obligations in respect of the cemetery and the assets, trust funds and trust accounts related to it that the previous owner or operator possessed.

Over the last decade there appears to be a trend where cemeteries in Ontario are being transferred, whether through abandonment or a mutually agreed upon transfer, to the care and control of municipalities. This is often seen when there is a breakdown in existing cemetery boards and/or when churches cease operations. For many existing private cemetery boards their board members and volunteers are aging and are unable to assist with the operations and maintenance of the cemetery any longer. Finding new members proves to be difficult for these boards to continue. In addition to aging board members, there are other issues that are contributing to the increase in cemetery transfers:

- high maintenance costs
- inaccuracy of records
- lack of financial and human resources to effectively operate and maintain the cemetery



- increased regulatory processes that require ongoing training for selling of interment rights, and the financial operation of the care and maintenance fund, etc.

### **Township Owned Cemeteries**

The Township of Clearview currently owns and operates nine (9) cemeteries within its geographic boundaries. Out of these nine cemeteries, four (4) are considered active meaning that there are still interment rights to be sold, or burials to take place. Below is a chart outlining these cemeteries and their status:

<b>Cemetery Name</b>	<b>Address</b>	<b>Status</b>
Batteau Hill Cemetery	2670 County Road 124, Duntroon	Inactive
Bethel Union Cemetery	2249 Creemore Avenue, New Lowell	Inactive
Dunedin Union Cemetery	9 Turkeyroost Lane, Dunedin	Active
Duntroon Pioneer Cemetery	2870 County Road 124, Duntroon	Inactive
Lavender Cemetery	827103 Mulmur/Nottawasaga Townline, Creemore	Active
Old Zion Presbyterian Church Cemetery	6130 Highway 26, Sunnidale Corners	Inactive
Second Line Nottawasaga Cemetery	2279 County Road 42, Stayner	Active
Stayner Union Cemetery	7661 Highway 26, Stayner	Active
Zion Presbyterian Church Cemetery	12358 County Road 10, Sunnidale Corners	Inactive

For the Dunedin and Stayner Union Cemetery, the Township looks after the maintenance and burials through a third-party contractor. The maintenance and burials for the Lavender Cemetery are conducted through the Board. For the Second Line Nottawasaga Cemetery all the interment rights have been sold, but there remains one burial to be completed. The cost to maintain an active cemetery is expensive. Although burial costs and the installation of markers, etc. are cost recovery through the purchaser, grounds maintenance is not.

Inactive cemeteries still require consistent grounds maintenance, which includes any monument restoration for health and safety, and record searches for the public register.



## Comments and Analysis

When analyzing the number of cemeteries that Clearview Township currently owns and operates, maintenance and administration is a large undertaking. To add any additional cemeteries by way of transfer or abandonment will only compound the issues the Township is already facing. In the past year, the Township has been approached by two separate entities regarding possible cemetery transfers. When a board or cemetery transfers ownership to the municipality, the issues are transferred with it. Municipalities are not immune to the same concerns. It becomes a strain on municipal resources, financially, administratively, and operationally.

### Administrative Impact

From an administrative perspective the management of four active cemeteries is both time consuming and complex. No interment is the same, and providing good customer service takes time especially for those making arrangements while also dealing with grief. Administrative tasks include but are not limited to: interment right sales and mapping, burial contracts and scheduling, monument placement, historical record searches, plot and monument staking, fees and charges review, family transfers of interment rights and annual reporting to the Bereavement Authority of Ontario (BAO).

- **Incomplete records**

Often the records accepted by the Township from a dissolved cemetery board or church are incomplete and disorganized. This is no fault of the previous board members, as they are also often operating with limited resources. However, it does make it difficult to manage the cemetery post-transfer when records are sparse. Understanding which plots are occupied and by who is critical to the sound management of a cemetery. Unfortunately, this is not made possible in all cases because of incomplete records. In addition, records received during a transfer usually are maintained under different records management standards and are often organized and named inconsistently. Adaptation to Township records keeping practices takes time.

- **Lack of human resources**

Cemetery management is a highly regulated professional field, with the responsibility of which is often placed on public sector employees who may have limited knowledge of cemeteries in general. With reduced resources within municipalities especially rural ones, the management of cemeteries often becomes a secondary responsibility to another position. There is also a lack of affordable training available for municipal employees who are required to abide by regulations set out by the FBCSA and the BAO.

- Increased regulatory processes

Annual reporting requirements of the BAO can be extensive and complex. This includes monitoring the number of interments, the transfers to the Care and Maintenance Fund (C&M), and how the C&M fund can be used. There are also regulations pertaining to maintaining a public register, how sales are to be conducted and strict guidelines on Cemetery By-law approvals, and expansions including the erection of columbaria structures.

- Inconsistent cemetery regulations

Cemeteries can have many different regulations related to plot size, number of burials allowed in a given plot, monument size, what types of flowers/shrubs are allowed to be installed near a headstone etc. The transfer of different cemeteries having inconsistent regulations can make it difficult to adapt management practices in order to maintain original cemetery operational standards.

### **Operational Impact**

Similarly, from an operational perspective the grounds maintenance of cemeteries, whether active or inactive, is both time consuming and complex. A key issue when analyzing the maintenance component of cemetery management is the lack of financial resources to support the operation. Cemetery maintenance includes, but is not limited to: grass cutting (whipper snipping around monuments), tree and shrub maintenance, monument and corner stone maintenance, water pipe and washroom monitoring, and general upkeep of cemetery grounds (removal of debris, etc.).

- High maintenance costs

As with many services, there are rising costs to contend with. Municipalities have adopted different models to address the maintenance of such, with third party contractors being commonly used or it becomes the responsibility of an internal department such as Parks & Recreation. Regardless the model, the costs have increased significantly over the last decade with equipment purchases/upgrades, insurance requirements for third-party contractors, and the time it takes to cut the grass and whipper snip around monuments. To put it into perspective, the Stayner Union Cemetery with the expansion is 25 acres with monuments to manoeuvre around during ground care. Other considerations for maintenance includes monument restoration and ensuring that they are not deteriorated to the point where they are unsafe. This is important for older cemeteries where restoration hasn't been provided in the past and there are many deteriorating monuments.

- Cost of cemetery management software

Cemetery Management Software can help municipalities manage cemetery records, including plot sale contracts, interment rights certificates, and regulatory reporting.



However, these software solutions are often expensive and require a large amount of staff time to implement especially with incomplete data and records. These software solutions range in price from \$5,000 to \$100,000 with annual maintenance costs. This investment in software can be a large budget request and one that would need to be supported from taxation with the limited funds in cemetery general accounts.

- **Inadequate Care and Maintenance funds**

When the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) was enacted, it stipulated that a care and maintenance fund for a cemetery shall be established. A cemetery operator is required to make contributions to the fund from the sale of in-ground graves, crypts, tombs, niches, scattering rights and monument installation. The contribution is prescribed under the FBCSA and differs dependant on the interment type. The idea is that the fund (income earned from the fund - interest) pays for maintenance costs after a cemetery has stopped making sales. In reality, this concept does not produce enough funds to maintain a cemetery. Looking at the Stayner Union Cemetery as an example, for the very basics (grass cutting and whipper snipping) the interest from the care and maintenance fund does not provide enough monies to maintain the cemetery for the 7 months it's required. In addition, the care and maintenance fund is also to be utilized for the stabilization, maintenance and security of markers. Cemeteries are not self funding, and maintenance of such is becoming a larger budget concern.

### **Support Request**

Cemetery transfers and abandonments have been an ongoing concern for Clearview Township for many years. When you look at the large geography of the Township there are many cemeteries within the boundaries that have the potential to be transferred. To gauge the concern of other municipalities on this issue, staff addressed it at a Simcoe County Clerks group discussion. Many neighbouring municipalities expressed that they were dealing with the same issues and have also been approached by different external entities on possible transfers.

As result of the discussion, it was agreed that to assist with the real concerns with transfers and abandonments of cemeteries, it's vital that the Province provide assistance to adequately support this infrastructure. Support can be provided in many different forms, with staff making the following recommendations for the Ministry of Public and Business Service Delivery and the BAO:

- Amend the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), to have the Province, through the BAO, identified as the default owner and operator of a cemetery when it is abandoned;

- Provide annual funding (based on the number of cemeteries a municipality owns and operates) to municipalities to assist with the maintenance of inactive and active cemeteries;
- Provide free training opportunities for municipalities regarding cemetery administration; and,
- Investigate and support the design of universal cemetery software for use by municipal cemetery operators that can be offered at an affordable cost.

There is not one solution to solve all the issues, but at the very least it's important to identify the concerns and have open and real discussions at the provincial level on what support can be provided.

### **Clearview's Strategic Plan**

The above initiative supports the following strategic pillars:

- Governance

### **Financial Implications**

It is difficult to identify an exact dollar amount that can be attributed to a cemetery transfer/abandonment to the municipality. Every transfer is different and depends on a multitude of factors beginning with the cemetery status (active/inactive), acreage, care and maintenance fund (if any), maintenance of records, etc. What is being recommended by staff by way of support from the province is not meant to erase the costs entirely, but rather, to alleviate the financial burden in some capacity.

### **Report Appendices**

Not applicable.

### **Approvals**

<b>Submitted by:</b>	Sasha Helmkey, B.A., Dipl. M.A., AOMC, Clerk/Director of Legislative Services
<b>Reviewed by:</b>	Krista Pascoe, Deputy Clerk
<b>Financial Implications Reviewed by:</b>	Kelly McDonald, Treasurer
<b>Approved by:</b>	John Ferguson, CAO





## Catherine Fife

MPP Waterloo

Todd Kasenberg  
Mayor of Municipality of North Perth

**RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022**

September 25, 2023

Dear Mayor Kasenberg,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love. **I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act.** Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

Catherine Fife, Waterloo MPP  
Finance & Treasury Board Critic

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**Constituency Office**  
100 Regina St. S., Suite 220  
Waterloo, ON N2J 4A8  
Ph: 519-725-3477 | Fax: 519-725-3667  
Email: cfife-co@ndp.on.ca

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**Queen's Park Office**  
Room 154, Main Legislative Bldg.  
Queen's Park, Toronto ON M7A 1A5  
Ph: 416-325-6913 | Fax: 416-325-6942  
Email: cfife-qp@ndp.on.ca

## BACKGROUND:

On November 15, 2022, the Till Death Do Us Part Act, passed second reading in the Ontario legislature after being [introduced for the third time in September 2022](#). The bill was then referred to the Ontario Legislature's Social Policy Committee. You can view highlights of the second reading debate here: <https://www.youtube.com/watch?v=mYRlgQqDe2k>

I have been pushing for the Standing Committee on Social Policy to schedule a time to begin the work of reviewing Bill 21 since November 2022. **Today marks 286 days since the Act passed second reading at the Legislative Assembly of Ontario.** Unfortunately, the Bill has yet to be called to committee.

Bill 21, which was formerly Bill 153 and 95, respectively, had passed second reading and was sent to the Justice Committee in December 2019, but was wiped off the order paper when Premier Ford prorogued the house in 2021. It was reintroduced early 2022 but did not have time to progress before the election.

Since I first introduced this Bill in 2019, the number of people who've reached out to my offices with heartbreaking stories of couples entering long-term care who are torn apart has skyrocketed. Simply put, Ontario seniors deserve dignity in care and should have the right to live with their partner as they age. Of note, Nova Scotia passed similar legislation, titled the [Life Partners in Long-Term Care Act](#) in 2021.

Following many meetings with stakeholders, it's clear that "care campuses" which offer different levels of care (independent, assisted living and long-term care) are the progressive model for investing in quality care for Ontario's aging population. Care campuses are an essential element to keeping couples together as they often age at different rates. This level of choice has been brought to my attention as especially important to rural and northern municipal leaders across Ontario. The care campus model for seniors housing that builds different levels of care has unique financial savings that will be critical as we grapple with a rapidly aging province.

We need the Bill to be called to the Standing Committee on Social Policy as soon as possible. We know that couples who are separated across Ontario cannot wait any longer for this legislative change to be made.

Here are the links to recent media coverage of the Till Death Do Us Part Act, which provide more specific insights into the lived experiences of older adults who are separated from their spouses:

- [CTV News Kitchener: Ontario seniors separated in long-term care pushing for the right to remain together](#)
- [CityNews Kitchener: Waterloo MPP appeals for seniors bill to be brought forward](#)
- [Waterloo Region Record: Cambridge senior calls for end to separating couples in long-term care](#)

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**Constituency Office**  
100 Regina St. S., Suite 220  
Waterloo, ON N2J 4A8  
Ph: 519-725-3477 | Fax: 519-725-3667  
Email: [cfife-co@ndp.on.ca](mailto:cfife-co@ndp.on.ca)

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**Queen's Park Office**  
Room 154, Main Legislative Bldg.  
Queen's Park, Toronto ON M7A 1A5  
Ph: 416-325-6913 | Fax: 416-325-6942  
Email: [cfife-qp@ndp.on.ca](mailto:cfife-qp@ndp.on.ca)



November 30, 2023

Attention: Mayor and Council

**NOMA Board Meeting Summary Report for November 22, 2023**

**Presentation re Opportunities for Nurse Practitioners (NP):** Pam Delgaty and Rebecca Krawczuk provided presentation on opportunities for nurse practitioners in Northwestern Ontario. They suggested that NOMA could advocate for more funded NP positions, consider sponsoring local RN to upgrade their certificates, and having a local health team will help attract and retain family physicians. We will be experiencing a public health crisis as physicians with large family practices leave and new physicians come in that are more concerned with quality of life. NOMA will advocate to government for more funding and opportunities for NP to take pressure off doctors and adding more NP funding positions to accompany the increase in educational seats for NP.

**AMO – Social & Economic Prosperity Review:** Bridget Cherry and Karen Nesbitt provided presentation regarding AMO's upcoming social & economic prosperity review. Municipalities are facing complex fiscal challenges such as homelessness, climate change, and aging infrastructure without the financial tools to address them. AMO will review the provincial-municipal fiscal relationship to realign responsibilities based on evolving policy and service realities and ensure that municipalities have appropriate revenue streams to support growing needs. ED will distribute communications as they become available.

**Health Unit Voluntary Amalgamation:** Wendy Landry met with Ministry and emphasized that one size won't fit all and the need to find solutions for the North. NOMA will investigate further as we are unable to commit to a position at this time. NOMA will ensure representation at the public health unit boards in region to ensure we have consistent messaging. Eric Pietsch will attend a future Thunder Bay District Health Meeting. It was proposed that an amalgamation could be beneficial in the event the province 100% funds public health and municipalities are no longer involved.

**Hope Air:** Request for letter of support denied. Municipalities asked to support individually.

**2024 NOMA Conference:** April 24-26, 2024, at the Victoria Inn Thunder Bay. Theme: Building a Brighter Future. Conference registration will open on December 4<sup>th</sup> on Eventbrite. The hotel room blocks will also be made available. An email with conference details will be sent on Monday with necessary links. All information will also be available on the NOMA website.

Victoria Inn is confirmed as the venue for the 2025 NOMA AGM April 23-25.

**2024 ROMA Delegation:** NOMA will be submitting for a multi-minister delegation for the following topics: 1. Northern highway safety including data from OTA survey, a video highlight dangerous driving conditions, year-round rest stops, and safety arms at construction sites 2. NPI review of BC rural health care model to determine best practices that could be applied to Northwestern Ontario & agency nursing costs 3. NOMA will advocate to government for more funding and opportunities for NP to take pressure off doctors and adding more NP funding positions.

Will include section labelled "Outstanding Items": OMPF, Railway costs and taxation, Sales Tax, Crown Land, allow for virtual/hybrid delegations at ROMA and AMO conferences.

NOMA will also participate in joint meeting with FONOM and NOSDA to discuss the 3<sup>rd</sup> NPI that will be provided to government at ROMA. It focuses on 3 of the 8 strategies proposed in the 1<sup>st</sup> paper.

(Please note post-meeting NOMA was informed Ministers will not be accepting multi-minister meetings at ROMA this year and as such we will participate in individual Ministry meetings)

**Economic Development Plan:** NOMA is moving forward with developing a regional Economic Development Plan. A working group (WG) has been established and will have our first meeting on December 1<sup>st</sup>. The WG is made up of representatives from various sectors across all districts including NOMA executive, EDO's, indigenous, forestry, tourism, energy, CEDC, multiculturalism association, and NPI. We anticipate having 3 meetings in total to produce a draft plan. We anticipate the draft plan to be presented to NOMA membership at the NOMA Conference AGM on April 25<sup>th</sup>. Municipalities will have an opportunity to provide input. We expect to present the final plan to government at AMO 2024.

**Asset Management Data:** Katia Borjas updated 2022 FIR data and gathered all data currently available for municipal asset management plans across the region. The data gathered only represents 25 municipalities as some communities did not have a completed plan or the data available was incomplete. Overall, the data showed that municipalities across the region are experiencing a significant infrastructure deficit. The total deficit as of 2022 was \$89,862,661 for the 25 NWO Municipalities. The data span includes the years from 2016 to 2022. This is only an approximation and does not account for inflationary costs. For example, the City of Thunder Bay in 2021 was experiencing a deficit of approximately \$13m. This approximation has increased to \$35m in just two 2 years. As there is no consistent standard across all municipalities, we avoided comparing the data and focused on the deficit as a whole. We will update data as it becomes available. NOMA recommends municipalities create plans to tackle Infrastructure deficit and upgrade aging infrastructure, share best practices or knowledge regarding asset management, and petition for a standardized Asset Management Plan Template for Ontario municipalities.

**2024 Meeting Dates:**

February 28, April 23, June 5, August 18 (Ottawa), September 25, & November 27  
Meeting times for 2024 will be 9am to 12:30pm (EST)



### **Municipal Association/League Updates:**

**TBDML** – AGM is in Nipigon Feb 29-Mar 1.

**KDMA** – Next board meeting will be December in Machin. AGM is Feb 8-10 in Kenora.

**RRDMA** – Next board meeting will be December 7<sup>th</sup>. AGM is Jan 14<sup>th</sup> in EMO. They also have a meeting upcoming with Riverside Hospital to establish a relationship and determine issues.

### **Strategic Plan Report:**

- Economic Development Working Group list of members finalized, and the first meeting is confirmed for December 1 from 1-4pm.
- 2022 FIR data complete
- Asset Management data compiled. However, 5 plans were not available, 5 were incomplete, and 2 were excluded. At this time the data can only be used to outline that Northwestern Ontario is experiencing a significant infrastructure deficit.
- List compiled of modernization projects. To be posted on website once finalized.

### **Executive Director Report:**

- Sent 4 letters of support (NPI Request for NOHFC Support to "Grow the North", Guy Bourgouin private member's bill re highway safety - passing on double yellow, RHIS Expanding to the Northern Municipalities, NOSM for increase in base funding)
- NOSM's admissions team is expected to present at our next board meeting.
- **December 6<sup>th</sup> learning morning postponed to 2024.**
- Ministry of Infrastructure PA discussion re asset management planning, OCIF, Green Infrastructure and flood prevention, and data accessibility
- Black Ash Recovery Strategy submission made to government.

### **Notable Meetings Attended:**

- LAS Energy Symposium
- NOSM meeting re recruitment.
- NOSDA, FONOM, and NPI to discuss ROMA Delegation
- Economic Fiscal Outlook Briefing
- Association's Executive Director quarterly meeting re AGM's, priorities, resolutions, Economic Development Working Group

### **Issue Tracker Updates:**

**NWMO:** Ignace is to hold a nuclear symposium in March 2024.

**The next NOMA Board meeting takes place February 28, 2024, in Thunder Bay, Ontario.**

Please contact me at any time if you wish to discuss any NOMA matters.

Sincerely,



Andrea Strawson  
Executive Director of NOMA  
(807) 683-6662  
[admin@noma.on.ca](mailto:admin@noma.on.ca)

## Sponsorship Packages

The Northwestern Ontario Municipal Association seeks the financial support from various firms and organizations to sponsor Association events or activities. We are most appreciative of the generous support of our sponsors.

### Our sponsorship packages include:

Amount	Sponsor Designation	Recognition
\$500	Event Supporter	Name of organization in official program
\$700	Refreshment Break	Name of organization in official program and recognition during refreshment break (sign at coffee table)
\$1000-\$2,999	Bronze/Entertainment	Name of organization in official program, recognition during entertainment, and 1 full registration plus an additional dinner ticket
\$3,000-\$4,999	Gold/Lanyard	There is <b>one</b> lanyard opportunity to display your logo on the nametag lanyards and receive 2 full registrations plus 2 additional dinner tickets. All other gold sponsors will receive 3 full registrations plus 3 additional dinner tickets. All given banner location on the stage.
\$5,000-\$9,999	Platinum/Speaker	Recognition as speaker sponsor. 4 full registrations plus 4 additional dinner tickets as well as a speaking opportunity to address delegates on the conference agenda. Trade Show booth included.
\$10,000+	Diamond/Keynote	Recognition as main keynote speaker sponsor. 5 full registrations plus 5 additional dinner tickets as well as a speaking opportunity to address delegates on the conference agenda. Trade Show booth included.

### In recognition of your sponsorship, your organization will receive:

- Diamond/keynote and platinum/speaker sponsors will be allowed to display the firm's banner for the duration of the Conference and up to a 15-minute speaking opportunity to address delegates.
- Gold/Lanyard sponsors will be allowed to display the firm's banner for the duration of the Annual General Meeting.
- Diamond/Keynote, platinum/speaker, gold/lanyard may have their company logo on the official program (1 square inch) as provided by the sponsor. All other sponsors and prize donators will be listed under their respective sponsorship category in the official program.
- All sponsors will be included in our sponsorship slides that will be played on all breaks and all sponsors will be listed on our website and conference correspondence with a link to your website.

**NOMA will be giving away swag bags to all registered guests and we will have a prize draw for those in attendance on Thursday afternoon before the Gala dinner. Please indicate if you would like to donate to the swag bag or prize draw below. Donation must be received by April 19, 2024.**

Gifts or prizes received will be listed in accordance with the value or worth of the prize, but the donor shall not be entitled to the registration packages or additional dinner tickets. Prizes valued at less than sponsor levels will be listed as prize donors.

**Registration Form:**

Name of Organization: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Level of Sponsorship: \_\_\_\_\_

Swag Bag Donation: YES ☐ NO ☐

Prize Draw Donation: YES ☐ NO ☐

Signature: \_\_\_\_\_

Please contact Andrea Strawson, Executive Director at (807) 683-6662 or email [admin@noma.on.ca](mailto:admin@noma.on.ca) to discuss your sponsorship package.



Good Roads

130th Edition of the  
Good Roads Conference  
April 21 - 24, 2024





# 2024 Good Roads Conference Registration

April 21 - 24, 2024  
Fairmont Royal York Hotel, Toronto ON  
Please type or print clearly and send with payment to Ontario Good Roads Association, Unit 22, 1625 Cornwall Rd., Oakville, ON L6J 0B2

## Registration Information

Contact Name \_\_\_\_\_ Municipality/Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Name of delegate \_\_\_\_\_ Title \_\_\_\_\_  
(to appear on badge - no initials)

Registration Type ☐ A ☐ B ☐ C ☐ D

## Registration Type

Pre-registration forms must be received by March 29, 2024

	Good Roads Members		Provincial/Federal Governments		Non-Members		Fees Enclosed
	Early Bird Before Feb. 16	Regular After Feb. 17	Early Bird Before Feb. 16	Regular After Feb. 17	Early Bird Before Feb. 16	Regular After Feb. 17	
A Full Registration	\$965	\$915	\$950	\$1000	\$1080	\$1130	@ = \$ 0.00
B One Day - Monday	\$495	\$525	\$545	\$575	\$620	\$650	@ = \$ 0.00
C One Day - Tuesday	\$495	\$525	\$545	\$575	\$620	\$650	@ = \$ 0.00
D Half Day - Wednesday	\$245	\$265	\$270	\$290	\$305	\$325	@ = \$ 0.00

Tue, April 23: The Tuesday Reception will be held following the end of the day's program.

For on-site registration fees, additional surcharge over regular rate as follows: Type A add \$50, Type B and Type C add \$30 and Type D add \$20

## Good Roads

2024 Conference

## Method of Payment

(Please check one)

☐ VISA ☐ Mastercard ☐ Cheque

(If paying by cheque make payable to: Ontario Good Roads Association; 1525 Cornwall Road, Unit 22, Oakville, ON L6J 0B2.)

Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

Name on Card \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_

Registration forms cannot be processed unless accompanied with payment.

Forms can be emailed to [register@goodroads.ca](mailto:register@goodroads.ca)

## REFUND POLICY

Full refunds, less an administration fee of \$100 plus HST, of pre-registration fees will be issued if notice of cancellation is received by Friday, March 15. NO REFUNDS AFTER MARCH 16TH. SUBSTITUTIONS ARE PERMITTED. ALL REQUESTS MUST BE IN WRITING.

## REGISTRATION INQUIRIES?

Lesley McCauley - Tel: 289-291-6472 or email: [lesley@goodroads.ca](mailto:lesley@goodroads.ca)

For Good Roads' privacy policy please visit: [goodroads.ca/privacy-policy/](http://goodroads.ca/privacy-policy/)

☐ I agree to the terms and conditions of attending this event.



## 2024 Good Roads Conference Program at a Glance

Current as of December 4, 2023

Session Name	Date	Start Time	End Time	Location
Good Roads Advisory Board of Past Presidents (Closed)	21-Apr-24	11:00 AM	12:00 PM	Quebec Room
Meeting of Good Roads Board of Directors	21-Apr-24	11:00 AM	12:00 PM	Algonquin Room
Joint Meeting of Good Roads Board of Directors and Advisory Board of Past Presidents (Closed)	21-Apr-24	12:00 PM	1:00 PM	Quebec Room
Registration	21-Apr-24	1:30 PM	6:30 PM	Convention Foyer
Sunday Technical Session	21-Apr-24	2:00 PM	5:00 PM	Ontario Room
Emerging Municipal Leaders Forum	21-Apr-24	2:00 PM	5:00 PM	Northwest Territories
<b>Study Tour: RC Harris Water Treatment Plant</b>	21-Apr-24	2:00 PM	5:00 PM	York Street
Trade Show	21-Apr-24	3:00 PM	7:00 PM	Convention Foyer, Concert Hall, Ballroom, and Main Mezzanine
Opening Reception	21-Apr-24	5:00 PM	6:30 PM	Convention Foyer, Concert Hall, and Ballroom
Registration	22-Apr-24	7:30 AM	4:30 PM	Convention Foyer
Breakfast	22-Apr-24	8:00 AM	9:00 AM	Convention Foyer
Trade Show	22-Apr-24	8:30 AM	4:30 PM	Convention Foyer, Concert Hall, Ballroom, and Main Mezzanine
Opening of 2024 Good Roads Conference	22-Apr-24	8:45 AM	9:00 AM	Canadian Room
Fireside Chat: Premier Doug Ford (Invited)	22-Apr-24	9:00 AM	9:20 AM	Canadian Room
Hon. Prabmeet Sarkaria, Minister of Transportation (Invited)	22-Apr-24	9:20 AM	9:30 AM	Canadian Room
Keynote: Jeff Speck - Creating More Walkable Communities	22-Apr-24	9:30 AM	10:30 AM	Canadian Room
Coffee Break	22-Apr-24	10:30 AM	11:00 AM	Convention Foyer, Concert Hall, and Ballroom
Panel: Keeping Up With Queen's Park	22-Apr-24	11:00 AM	11:30 AM	Canadian Room
<b>Technical Briefing Seminar: Connecting Links</b>	22-Apr-24	11:00 AM	11:50 AM	British Columbia Room
MTO Update	22-Apr-24	11:30 AM	12:00 PM	Canadian Room
Lunch	22-Apr-24	12:00 PM	1:30 PM	
<b>Study Tour: Enwave Deep Water Cooling Plant</b>	22-Apr-24	12:00 PM	3:00 PM	York Street
<b>Study Tour: TTC Operations Centre</b>	22-Apr-24	12:00 PM	3:00 PM	York Street
Municipal Concrete Award	22-Apr-24	1:30 PM	1:35 PM	Canadian Room
Hon. David Piccini, Minister of Labour, Immigration, Training and Skills Development (Invited)	22-Apr-24	1:35 PM	1:45 PM	Canadian Room
Plenary Programming	22-Apr-24	1:45 PM	2:30 PM	Canadian Room
AORS Annual General Meeting	22-Apr-24	1:30 PM	4:00 PM	Imperial Room
Fireside Chat: Marit Stiles, Leader of the Official Opposition (Invited)	22-Apr-24	2:30 PM	2:50 PM	Canadian Room
<b>Technical Briefing Seminar</b>	22-Apr-24	2:30 PM	3:15 PM	Quebec Room
Time With Exhibitors	22-Apr-24	3:00 PM	3:30 PM	Convention Foyer, Concert Hall, Ballroom, and Main Mezzanine
Concurrent I: Asset Management	22-Apr-24	3:30 PM	4:45 PM	Northwest Territories Room
Concurrent II: Active Transportation	22-Apr-24	3:30 PM	4:45 PM	Confederation 5&6
Concurrent III: Road Safety Audits	22-Apr-24	3:30 PM	4:45 PM	British Columbia Room
Concurrent IV: Staff Hiring/Retention	22-Apr-24	3:30 PM	4:45 PM	Alberta Room
Concurrent V: Collaborative Project Delivery Strategies (Presented by Colliers Project Leaders)	22-Apr-24	3:30 PM	4:45 PM	Tudor 7&8
Good Roads Speakeasy	22-Apr-24	5:30 PM	7:00 PM	Hockey Hall of Fame
Registration	23-Apr-24	7:30 AM	2:30 PM	Convention Foyer
Breakfast	23-Apr-24	8:00 AM	9:00 AM	Convention Foyer
Trade Show	23-Apr-24	8:30 AM	12:00 PM	Convention Foyer, Concert Hall, Ballroom, and Main Mezzanine
Good Roads Annual General Meeting	23-Apr-24	8:30 AM	8:40 AM	Canadian Room
Volunteer of the Year Award	23-Apr-24	8:40 AM	8:45 AM	Canadian Room
Hon. Paul Calandra, Minister of Municipal Affairs & Housing (Invited)	23-Apr-24	8:45 AM	8:55 AM	Canadian Room
Keynote: Katharine Hayhoe - Mitigate, Adapt or Suffer: Connecting Global Change to Local Impacts and Solutions	23-Apr-24	8:55 AM	9:55 AM	Canadian Room



<b>Technical Briefing Seminar</b>	23-Apr-24	10:00 AM	10:30 AM	Quebec Room
Fireside Chat: Bonnie Crombie, Leader, Ontario Liberal Party (Invited)	23-Apr-24	9:55 AM	10:15 AM	Canadian Room
Coffee Break	23-Apr-24	10:15 AM	10:45 AM	Convention Foyer, Concert Hall, and Ballroom
Concurrent VI: Presented by IESO	23-Apr-24	10:45 AM	12:00 PM	Alberta Room
Concurrent VII: School Bus Arm Cameras	23-Apr-24	10:45 AM	12:00 PM	Northwest Territories
Concurrent VIII: Excess Soils	23-Apr-24	10:45 AM	12:00 PM	Confederation 5&6
Concurrent IX: Autonomous Vehicles	23-Apr-24	10:45 AM	12:00 PM	Tudor 7&8
Concurrent X: Water/Wastewater	23-Apr-24	10:45 AM	12:00 PM	British Columbia Room
Elections: Good Roads Board of Directors	23-Apr-24	11:30 AM	2:30 PM	Toronto Room
Lunch Break	23-Apr-24	12:00 PM	1:30 PM	
<b>Study Tour: MTO/Metrolinx</b>	23-Apr-24	12:00 PM	3:00 PM	York Street
<b>Study Tour: Vision Zero Cycling Tour</b>	23-Apr-24	12:00 PM	3:00 PM	York Street
Concurrent XI: Low Volume Roads	23-Apr-24	1:30 PM	2:45 PM	Tudor 7&8
Concurrent XII: Climate Change Adaptation	23-Apr-24	1:30 PM	2:45 PM	British Columbia Room
Concurrent XIII: Vision Zero / Rural Road Safety	23-Apr-24	1:30 PM	2:45 PM	Alberta Room
Concurrent XIV: MMS Update	23-Apr-24	1:30 PM	2:45 PM	Confederation 5&6
Concurrent XV: Locates	23-Apr-24	1:30 PM	2:45 PM	Canadian Room
Stretch Break	23-Apr-24	2:45 PM	3:10 PM	
Election Results: Good Roads Board of Directors	23-Apr-24	3:10 PM	3:15 PM	Canadian Room
<b>Technical Briefing Seminar</b>	23-Apr-24	3:15 PM	4:15 PM	Northwest Territories Room
President, Federation of Canadian Municipalities	23-Apr-24	3:15 PM	3:25 PM	Canadian Room
Hon. Kinga Surma, Minister of Infrastructure (Invited)	23-Apr-24	3:25 PM	3:35 PM	Canadian Room
Plenary Programming	23-Apr-24	3:35 PM	4:45 PM	Canadian Room
Wrap Up	23-Apr-24	4:45 PM	4:45 PM	Canadian Room
xChange Reception	23-Apr-24	5:00 PM	6:30 PM	Imperial Room
Registration	24-Apr-24	7:30 AM	10:30 AM	Toronto Room
Hot Breakfast	24-Apr-24	8:00 AM	9:00 AM	Convention Foyer
Prize Draw #1	24-Apr-24	8:45 AM	8:50 AM	Canadian Room
Installation of Good Roads President	24-Apr-24	8:50 AM	9:00 AM	Canadian Room
Fireside Chat: Mike Schreiner, Leader, Green Party of Ontario (Invited)	24-Apr-24	9:00 AM	9:20 AM	Canadian Room
Keynote	24-Apr-24	9:20 AM	9:50 AM	Canadian Room
Hon. Greg Rickford, Minister of Northern Development; Minister of Indigenous Affairs (Invited)	24-Apr-24	9:50 AM	10:00 AM	Canadian Room
John Niedra Better Practices Competition	24-Apr-24	10:00 AM	10:05 AM	Canadian Room
The Final Word Panel	24-Apr-24	10:05 AM	11:20 AM	Canadian Room
Prize Draw #2	24-Apr-24	11:20 AM	11:25 AM	Canadian Room
Closing Session	24-Apr-24	11:25 AM	11:30 AM	Canadian Room



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## NOMA 2024 Conference & AGM



NOMA is pleased to announce that we will be hosting our 2024 Conference & AGM at the Victoria Inn Hotel & Convention Centre on April 24th to April 26th!

The Conference theme this year is 'Building a Brighter Future' with a focus on economic development across the region. We are excited to provide our membership an opportunity to hear from experts across all sectors in Northwestern Ontario. This is a great opportunity to provide timely updates, showcase best practices, share local initiatives, and provide municipalities with critical knowledge to help them prepare for the changes that are to come.

### AGENDA:

If you are interested in speaking at the conference, please complete the [attached form](#) and send to Andrea Strawson by email [admin@noma.on.ca](mailto:admin@noma.on.ca) by February 5th at 10am (EST).

A draft agenda will be available early February 2024.

REGISTRATION: Registration for the 2024 NOMA Conference and AGM is now open.

Please click on the link to direct you to the registration page: <https://www.eventbrite.ca/e/northwestern-ontario-municipal-association-2024-conference-agm-tickets-769235422857>

If registering multiple people, please ensure all their individual information is provided including name, email, title, organization, and any dietary restrictions.

Registration will be through Eventbrite. Please see Eventbrite page for pricing details. To avoid Eventbrite processing fee (credit card fee) you may opt to pay by cheque and send to P.O. Box 10308, Thunder Bay, ON, P7B 6T8. Please note there is also an Eventbrite ordering fee that is added to every ticket regardless of purchasing method. If you choose to pay by cheque, please note that payment MUST be received prior to the event or entry will not be permitted. The Eventbrite email sent to you after registering for the event acts as your invoice. Please send a copy of the confirmation email with your cheque.

**All ticket sales will end on April 15th, 2023 at 10am (EST).**

Refunds will only be granted if the request is made more than 14 days in advance of the event. Eventbrite fees will not be reimbursed at any time. There is \$50 cancellation fee. This may be waived at the discretion of the Executive Director. If an attendee is not able to attend, you may substitute their registration for another attendee up to 14 days prior to the event.

### SPONSORSHIP AND EXHIBITOR BOOTH OPPORTUNITIES:

If you are interested in purchasing an exhibitor booth at the NOMA Conference, please complete the [exhibitor form](#) and email to [admin@noma.on.ca](mailto:admin@noma.on.ca).

Please note that all exhibitors will be eligible for 1 room at the Victoria Inn. A code to book the hotel room will be provided once the signed form is received.

If you are interested in **sponsoring** the NOMA Conference, please see our [sponsorship package](#) and email the completed form to [admin@noma.on.ca](mailto:admin@noma.on.ca). Along with the sponsorship package please provide your logo to be included in our official program and on our website. You may also donate to our prize draw or donate a small item to our swag bags.

If you have any questions or would like to organize a meeting with the Executive Director to discuss these opportunities, please contact (807) 683-6662 or email [admin@noma.on.ca](mailto:admin@noma.on.ca)

### ACCOMMODATIONS:

Please note that Victoria Inn accommodations are reserved. Please see below for other options:

**Valhalla Hotel & Conference Centre:** 1 Valhalla Inn Rd, Thunder Bay ON P7E 6J1- Rate is \$229/night. Room rate available until March 22, 2024.

Reservations can be made directly to the hotel by calling (807) 577-1121/ (807) 964-1121 or by emailing: [reservations@valhallahotel.ca](mailto:reservations@valhallahotel.ca) - Please reference NOMA Conference code: **1191298**. You may book online using the following link:

<https://reservations.travelclick.com/115192?groupID=4147067>

**Best Western:** 655 Arthur Street West, Thunder Bay ON - Rate is \$160/night single occupancy and \$165/night for double. Room rate available until March 24, 2024.

Reservations can be made directly to the hotel 807-577-4241 or 800-265-3253 or online using this link [https://www.bestwestern.com/en\\_US/book/hotel-rooms.66007.html?groupid=6V5PV8H6](https://www.bestwestern.com/en_US/book/hotel-rooms.66007.html?groupid=6V5PV8H6)



You **MUST** have an active credit card to secure your hotel booking. Rooms are available until the dates stated or until sold out. Please note there is airport shuttles available. Please contact the hotel for details.

## Thank you to our amazing Sponsors & Supporters. We appreciate your generous contributions!

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- [Hydro One](#)
- [Rural Ontario Municipal Association](#)
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### Bronze/Entertainment Sponsors

- [Municipal World](#)

### Refreshment Break Sponsor

### Event Supporters

- Grant Thornton

The NOMA conference is proudly supported by:



An Agency of  
the Government  
of Ontario



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## Town Clerk

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**From:** admin@noma.on.ca  
**Sent:** Monday, December 4, 2023 1:43 PM  
**To:** Aileen - hornepayne; Allyson Euler; 'Brian MacKinnon'; 'Christine Goulet'; 'Conmee'; Crystal Gray; 'Dana Earle'; 'Daryl Skworchinski'; 'Dawn Hayes'; 'Dawson Township'; deputyclerk@manitouwadge.ca; 'Erika Kromm'; 'Faisal Anwar'; 'Florence MacLean'; Gabrielle Lecuyer - Fort Frances; Gillies Township - Laura Bruni; 'Heather Pihulak'; info@ignace.ca; 'Jason Young'; jlecours@hearst.ca; 'Jonathon Hall'; 'Judy Jacobson'; Julie Roy-Ward; kattanasio@kenora.ca; 'Kelly Paakkunainen'; 'Kerry Bellamy'; khaney@fortfrances.ca; 'Kimberley Ballance'; krista.power@thunderbay.ca; Kristina Miousse Greenstone; 'Lake of the Woods Township'; 'Laura Jones'; lindaberube@nipigon.net; 'Lorna Buob'; Town Clerk; Sharon L. St-Jean; 'Mark Figliomeni'; 'Mark Wright'; 'Mavis Harris'; mayor@schreiber.ca; Municipality of Machin; 'Nathan Dias'; 'Norm Gale'; 'Patti McDowall'; 'Paul Greenwood'; 'Peggy Johnson'; Red Lake Clerk; 'Roger Nesbitt'; Samantha Cameron - Red Rock; Serena Goodchild Marathon Clerk; sue.bates@atikokan.ca; 'Teresa Desserre'; Township of Emo; treasurer@conmee.com; Trilbee Stirling-Kattler - Red Lake - Interim CAO; 'Veldron Vogan'; 'Wanda Kabel'; 'Wayne Hanchard'; Courtney Gallant; 'Doug Hartnell'; Eric Pietsch; Eric Pietsch; 'Fred Mota'; 'Gord Griffiths'; JIM VEZINA; Ken Boshcoff; 'Kevin Kahoot'; kristen.oliver@thunderbay.ca; Larry Joy; Leanne Lavoie; Lisa teeple Emo; Mayor Kenora; 'Rick Dumas'; 'Wendy Brunetta'; 'Wendy Landry'; Wendy Landry CC  
**Cc:** 'Katia Borjas'  
**Subject:** NOMA 2024 Conference & AGM Registration and Hotel Info  
**Attachments:** 2024 NOMA Sponsorship Form.pdf

Good Afternoon,

I am pleased to announce that the 2024 NOMA Conference & AGM will take place in Thunder Bay at the Victoria Inn, April 24 to April 26, 2024. We plan to begin the conference on Wednesday, April 24 at 1:00 pm (EST) and finish Friday, April 26 at 12:00 pm (EST). Our website has been updated with conference details: <http://www.noma.on.ca/noma-2024-conference--agm>.

Early bird registration is now open. Early bird rates will be available until March 11, 2024. Ticket sales will close on April 15th, 2024 at 10am (EST). Please see the following link to register for the 2024 NOMA

Conference: <https://www.eventbrite.ca/e/northwestern-ontario-municipal-association-2024-conference-agm-tickets-769235422857>

**Hotel Information:** VICTORIA INN - \$150.00 / Night (King beds)

Rooms have been blocked at the following hotels and are available until sold out or reach the expire date indicated below. When booking, please indicate that you are booking a room from the NOMA block using the corresponding codes provided. Please note that a credit card number must be provided to secure room. Rooms at the Victoria Inn are already reserved so please choose one of the other hotel options:

**The Best Western** (655 Arthur St) – \$160+tax (single occupancy) or \$165+tax (Double occupancy) – Room rate available until March 24, 2024. (25 rooms available)

Reservations can be made directly to the hotel 807-577-4241 or 800-265-3253 or online using this link [https://www.bestwestern.com/en\\_US/book/hotel-rooms.66007.html?groupId=6V5PV8H6](https://www.bestwestern.com/en_US/book/hotel-rooms.66007.html?groupId=6V5PV8H6)

**Valhalla Hotel & Conference Centre** (1 Valhalla Inn Road) - (807) 577-1121 - \$229+tax – Room rate available until March 22, 2024. (180 rooms available)

Reservations can be made directly to the hotel by calling (807) 577-1121/ (807) 964-1121 or by emailing: [reservations@valhallahotel.ca](mailto:reservations@valhallahotel.ca) - Please reference NOMA Conference code: **1191298**. You may book online using the following link: <https://reservations.travelclick.com/115192?groupID=4147067>

The conference agenda is still underway. A draft agenda will be available early February.

If you are interested in sponsoring the conference, I have also attached the form outlining the available opportunities.

Thank you and have a great day!

**Andrea Strawson**

Executive Director

Northwestern Ontario Municipal Association (NOMA)

PO Box 10308, Thunder Bay, ON P7B 6T8

E: [admin@noma.on.ca](mailto:admin@noma.on.ca)

P: (807) 683-6662

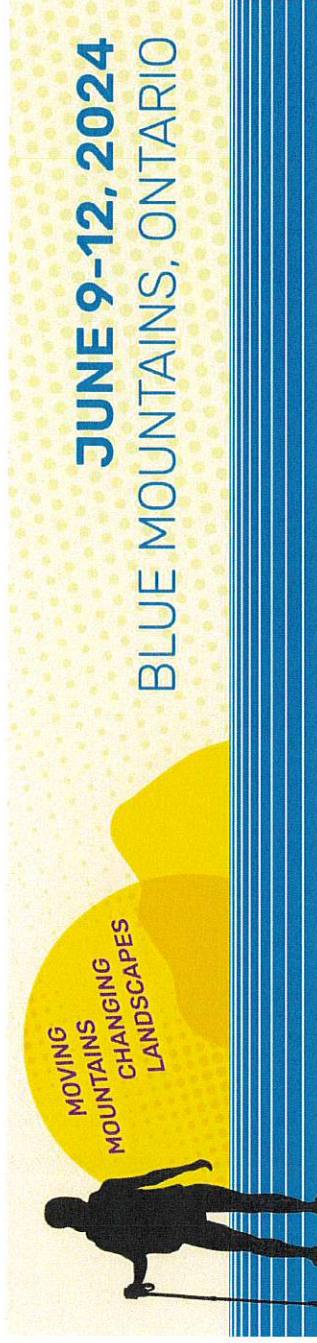
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## AMCTO Conference

### When

Sun, Jun 9 - Wed, Jun 12 2024, All day

**Save the Date: June 9 - 12, 2024**

Stay tuned for more event details — registration opens January 11, 2024!

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**Got it!**



# The Association of Municipal Managers, Clerks and Treasurers of Ontario



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# AMO Annual Conference

## AMO Welcomes Delegates to the City of Ottawa for 2024

The AMO Conference will return to Ottawa August 18 – 21, 2024. Information about the conference hotel room block will be made available soon with conference hotel bookings and registration to open in January 2024.



SAVE THE DATE!

2024 MFOA Annual Conference: September 17 - 20

Deerhurst Resort

We look forward to seeing you at our next Annual Conference!

## 2023 Annual Conference Highlights



# CULTIVATING COURAGEOUS COMMUNITIES

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### City of Guelph

Senior Corporate Analyst - Financial Reporting

Closes: January 13, 2024

### County of Dufferin

Accounting Manager

Closes: January 3, 2024

### Town of Renfrew

Financial Analyst

Closes: December 15, 2023









MUNICIPAL PROPERTY ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

**Data Sharing and Services Agreement**

This Data Sharing and Services Agreement (the “**DSSA**”) integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the “**SLA**”), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the “**OPMA GMLA**”).

The DSSA contains the following areas of focus:

- The **Service Level Agreement** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality's timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified.
- The **MPAC Permitted Uses of Municipality Documents** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality's information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers and stakeholders, and commercialize data and insights to offset the Municipality's levy payments. The Municipality's information will be protected from disclosure to, and unauthorized access by, third parties.
- The **Municipality Permitted Uses of MPAC Data Products** provide the Municipality and its consultants with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the **Data Terms and Conditions of Use** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

The DSSA was developed in consultation with representatives from the Municipal Liaison Group and is intended to be a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA includes commitments for MPAC to regularly update service levels, dependencies and data products in consultation with the Municipal Liaison Group.





**MUNICIPAL PROPERTY ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS**

**Data Sharing and Services Agreement**

This Data Sharing and Services Agreement is dated as of the January 1, 2024 (the "**Effective Date**")

Between:

Municipal Property Assessment Corporation ("**MPAC**")

And

The **Township of Pickle Lake** (the "**Municipality**"), (collectively the "**Parties**")

**1. Overview**

This Agreement includes the following sections:

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

**2. Appendices**

The following appendices are incorporated into this Agreement:

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

**3. Service Level Agreement**

**3.1. Purpose**

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

**3.2. MPAC Service Levels**

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

### **3.3. Municipality Documents and Dependencies**

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

The Dependencies include:

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

#### **3.3.1. Building Permits and Building Plans**

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

#### **3.3.2. Severances and Consolidations**

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

#### **3.3.3. Tax Applications and Vacancy Rebates**

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

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

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

### **3.4. Delivery and Reporting**

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

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

### **3.5. Relationship Meetings**

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

### **3.6. MPAC Failure to Achieve a Service Level**

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

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

### **3.7. Municipality Failure to Meet Dependencies**

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



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

### **3.8. Exceptions to Failures to Meet Service Levels and Dependencies**

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

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

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

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

### **3.9. Changes to Service Levels and Dependencies**

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

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

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

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

### **3.10. Service Level Agreement Limitation of Liability**

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

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

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

## **4. MPAC Permitted Uses of Municipality Documents**

### **4.1. MPAC Licence to Municipality Documents**

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

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

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

#### **4.2. Access to Municipality Documents by MPAC Consultants**

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

### **5. Municipality Permitted Uses of MPAC Data Products**

#### **5.1. MPAC Data Products**

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

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

#### **5.2. Delivery**

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

#### **5.3. Internal Planning Purposes**

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

#### **5.4. Internal Operational Purposes**

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



#### **5.5. Access to MPAC Data Products by Consultants**

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

#### **5.6. External Distribution**

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

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

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

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

#### **5.7. Municipality Requests for Custom Products**

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

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

#### **5.8. Access to MPAC Data Products by Other Third Parties**

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

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

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

## 5.9. Changes to MPAC Data Products

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

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

## 6. Data Terms and Conditions of Use

### 6.1. Application

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

### 6.2. Licence Grants

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

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

- 6.2.2. The Municipality hereby grants to MPAC a non-exclusive, non-transferable and revocable right to use Municipality Documents solely for the MPAC Permitted Uses set out in Section 4, provided that MPAC complies with these Terms and Conditions.
- 6.2.3. No other uses of the Licensed Data are permitted.

### **6.3. Restrictions**

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

- 6.3.1.1. transfer, sell, lend, trade, pledge, sublicense, assign, lease, disseminate, disclose or otherwise dispose of Licensed Data, in whole or in part, or any reproduction of Licensed Data, in whole or in part, to any other person or entity, including its Affiliates;
- 6.3.1.2. post or transmit Licensed Data on any publicly accessible network or open data website, including the Internet, or on any network that does not have secure access by internal authorized users only;
- 6.3.1.3. modify, adapt, disassemble, reverse engineer, screen scrape, or otherwise tamper with Licensed Data, in whole or in part, or incorporate Licensed Data, in whole or in part, into anything to be used by another person or entity;
- 6.3.1.4. use Licensed Data to engage in the development of any product or service that competes with the Licensor such as creating a product that competes with commercial data offerings;
- 6.3.1.5. ascertain, derive or determine, or attempt to ascertain, derive or determine, algorithms or methodologies related to the creation or development of Licensed Data, in whole or in part, including the development of a model, algorithm or artificial intelligence which predicts an estimate or a proxy for any data element contained in the Licensed Data;
- 6.3.1.6. remove, obscure or otherwise alter markings or notices on Licensed Data relating to the use or distribution of Licensed Data or the intellectual property and proprietary rights of the Licensor and its Suppliers in or to Licensed Data; or
- 6.3.1.7. store, attempt to store or knowingly permit any person or entity to store Licensed Data, in whole or in part, so as to create a separate depository of Licensed Data or any part thereof, or a database.

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

### **6.4. Ownership of Licensed Data**

- 6.4.1. The Licensee acknowledges that Licensed Data contains confidential technical and commercial information of the Licensor and its Suppliers and agrees to ensure that Licensed Data will only be used for the applicable MPAC or Municipality Permitted Purposes by the Licensee.
- 6.4.2. The Licensee acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Licensed Data, (ii) the Licensor and its Suppliers hold copyright and other intellectual and proprietary rights in Licensed Data and all right, title and interest in and to Licensed Data will at all times be vested in and remain the property of the Licensor, (iii) no change made to Licensed Data, however extensive, will affect or negate the right, title and interest of the Licensor and its



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

## **6.5. Disclaimers**

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

## **6.6. Indemnity and Limitation of Liability**

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

## **6.7. No Unauthorized Disclosure of Licensed Data**

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

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

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

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

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

#### **6.9. Records and Audit**

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

#### **6.10. Term and Termination**

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

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

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

#### **6.11. Destruction and Post Termination Obligations**

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

#### **7. General**

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



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

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

**"MUNICIPALITY"**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION**

Signed: Carmelo Lipsi

Name: Carmelo Lipsi

Title: Vice-President and COO

Date: April 24, 2023.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Data Sharing and Services Agreement Appendix 1 – Definitions

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

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

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



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

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

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

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



## **Appendix 2 - Service Level Agreement Exhibits**

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

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

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

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

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

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



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

**Part 2**  
**SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE**

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

<b>Measurement Process:</b>	<p>MPAC will track each Building Permit that it receives in paper format from the moment it arrives in MPAC's central processing facility. Each paper-format Building Permit that MPAC receives at its Central Processing Facility will be stamped with the date and time of such receipt.</p> <p>MPAC will track each Building Permit that it receives electronically from the moment it is received in the designated mailbox or through the MPAC-designated web service.</p>
<b>Measurement Period:</b>	Calendar month.
<b>Formula:</b>	$\frac{\text{Total number of Timely Permits in a calendar month}}{\text{Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month}} \times 100$ <p>expressed as a percentage.</p>
<b>Dependencies:</b>	All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.
<b>Additional Exceptions:</b>	N/A.
<b>Delivery of Service Level Report by MPAC:</b>	Monthly.

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



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

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

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

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



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

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

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

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



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

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

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

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



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

**Part 3**  
**SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES**

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

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



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## Data Sharing and Services Agreement (DSSA) Fact Sheet

### Overview.

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

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

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

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

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

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

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

### Background.

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



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

The DSSA contains the following areas of focus:

- The ***Service Level Agreement*** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality's timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified. Commitment to review Service Level commitments and dependencies every four years with Municipal Working Group.
- The ***MPAC Permitted Uses of Municipality Documents*** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality's information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers, and stakeholders, and commercialize data and insights to offset the Municipality's levy payments. The Municipality's information will be protected from disclosure to, and unauthorized access by, third parties in accordance with *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Assessment Act*.
- The ***Municipality Permitted Uses of MPAC Data Products*** provide the Municipality with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the ***Data Terms and Conditions of Use*** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

### How was the DSSA developed?

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

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

### **DSSA Webinar.**

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

### **Have additional questions?**

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



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

### Overview

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

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

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

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

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

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

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

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

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

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

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

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

No, the DSSA is standardized for all municipalities.

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

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

**Q.8 How regularly will the DSSA be reviewed?**

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

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

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

**Q.10 What is the term of the DSSA?**

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

**Q.11 When will the DSSA come into effect?**

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



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

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

## **Service Level Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Data Licenses**

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

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

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

**Q.19 What are Internal 'Planning' and Internal 'Operational' Purposes?**

For the purposes of the DSSA, an “Internal Planning Purpose” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the

*Assessment Act* where MPAC Data is kept internal to the municipality and not used for the delivery of operations, programs, services, information, or any other purposes by the municipality.

Examples of “Internal Planning Purposes” include:

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

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

Examples of “Internal Operational Purposes” include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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