



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, May 16th, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 16th day of May 2023, at 7:30 pm.

1.0 **CALL TO ORDER**

Disclosure of recording equipment.

2.0 **ADOPTION OF AGENDA**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of May 16th, 2023, as circulated.

~

3.0 **DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST**

4.0 **MINUTES**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the May 2nd, 2023, Council Meeting Minutes as written.

~

5.0 **ACCOUNTS**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the May 16th accounts in the amount of \$326,873.15.

~

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 PUBLIC MEETINGS

6.1.1 BIVAL MUNICIPAL DRAIN COURT OF REVISION

The meeting to consider the engineer's report for the BiVal Municipal Drain 2023 was held on April 11th, 2023. Notice of the sitting of the Court of Revision was sent on April 12th, 2023. No appeals were received by the deadline of May 6th. At the time of the publication of this agenda, no late appeals had been received.

On April 11th Council appointed Mayor Heffer, Deputy Mayor Freiburger and Councillor Zinn to sit on the Court of Revision.

6.1.2 Open Court of Revision

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adjourns their regular meeting of Council and enters into the Court of Revision for the BiVal Municipal Drain 2023.

~

BiVal Municipal Drain 2023 Court of Revision

6.1.2.1 Appointment of Chair

*Moved by ~
Seconded by ~*

THAT _____ be appointed as Chairperson for the BiVal Municipal Drain 2023 Court of Revision.

~

6.1.2.2 Call to order by the Chairperson.

6.1.2.3 Appeals

No appeals were received by the deadline of May 6th. As no appeals were received, the project engineer will not be in attendance.

6.1.2.4 Late or Verbal Appeals

No late appeals have been received as of the time of publication of the agenda. The Court may hear verbal appeals from the floor at their discretion.

6.1.2.5 Adjournment

*Moved by ~
Seconded by ~*

THAT, there being no appeals to the assessment schedule as prepared by the engineer, the Court of Revision for the BiVal Municipal Drain 2023 be adjourned.

~

7.0 STAFF REPORTS

7.1 BY- LAW ENFORCEMENT

7.1.1 By-Law Enforcement Activities – March and April 2023

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding by-law enforcement activities for March and April.

7.2 BUILDING

7.2.1 Building Department Activities – March and April 2023

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding building department activities for March and April.

7.3 PLANNING

7.3.1 Proposed New Provincial Policy Statement, 2023 and Bill 97 Changes to the Planning Act

A report has been prepared by Huron County Planner Meghan Tydd-Hrynyk in this regard for the information of Council.

8.0 BUSINESS**8.1 MPAC DATA SHARING AND SERVICES AGREEMENT**

Information regarding a proposed Data Sharing and Services agreement with MPAC is included for the information of Councilor. Staff are supportive of entering into the agreement, seek direction to return a by-law to authorize its execution.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return a by-law authorizing the execution of a Data Sharing and Services Agreement between MPAC and the Municipality to the next meeting of Council.

~

9.0 COUNCIL REPORTS

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Press Release – AORS – Alcock named President
- 10.2 Correspondence – AORS Trade Show
- 10.3 Correspondence – Enbridge Gas – Locate Charges
- 10.4 Correspondence – Huron County Pride – Pride Month and Pride Flag
- 10.5 Minutes – CHIP – April 12, 2023
- 10.6 Minutes – MVCA – April 19, 2023
- 10.7 Report – Belgrave Water – April 2023
- 10.8 Report – OGRA Conference – Deputy Mayor Freiburger
- 10.9 Resolution – Prince Edward County – Changes to PPS
- 10.10 Resolution – Municipality of Tweed – Hydro/Bell Canada Poles
- 10.11 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS**12.1 SCHWARTZENTRUBER MUNICIPAL DRAIN**

At the March 7th meeting of Council, first and second reading were given to the Schwartzentruber Municipal Drain By-Law. A tender for the project was accepted at the May 2nd meeting, and the period for submitting appeals has passed. Council may proceed to give 3rd reading to the By-law so construction can begin.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 17-2023, being a by-law to provisionally adopt the engineer's report and authorize construction for the Schwartzentruber Municipal Drain 2023, and that it now be read a third time, and finally passed this May 16th day of May 2023.

~

13.0 CLOSED SESSION

13.1 Enter closed session.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at ____ p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- 1. Section 239 (2) (c) regarding a proposed acquisition of land.*
- 2. Section 239 (2) (k) regarding negotiations to be carried on by the municipality.*

~

13.2 Return to open session.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at ____ p.m.

~

13.3 Report and Action from Closed Session.

14.0 CONFIRMING BY-LAW

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 29-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on May 16th, 2023, and that it now be read severally a first, second, and third time, and finally passed this May 16th day of May 2023.

~

15.0 ADJOURNMENT

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at ____ pm.

~

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, June 6th, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, June 20th, 2023, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, May 2nd, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 2nd day of May 2023, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Kevin Freiburger
Councillor Sharen Zinn
Councillor Jodi Snell
Councillor Jamie McCallum

Staff in Attendance

Trevor Hallam CAO/Clerk
Sean Brophy Treasurer

Others in Attendance

Erica Murray Huron County Federation of Agriculture
Larry Plaetzer Huron County Federation of Agriculture
Margaret Vincent Ontario Federation of Agriculture
Scott Stephenson The Citizen
Cory Bilyea Wingham Advance Times

1.0 CALL TO ORDER

Mayor Heffer called the meeting to order at 7:30 pm.

Mayor Heffer noted that Cory Bilyea and Scott Stephenson disclosed the use of recording equipment for the purpose of writing articles to the Clerk in advance of the meeting.

2.0 ADOPTION OF AGENDA

Motion 108-2023

*Moved by Jamie McCallum
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of May 2nd, 2023, as circulated.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 109-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the April 11th, 2023, Council Meeting Minutes as written.

Carried.

5.0 ACCOUNTS

Motion 110-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the May 2nd accounts in the amount of \$199,784.93.

Carried.

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 DEPUTATIONS

6.1.1 Huron County Federation of Agriculture

The Huron County Federation of Agriculture addressed Council to provide an update of the ongoing efforts and resources of the HCFA and the OFA.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Request for Proposals – Pay Equity and Compensation

A report was presented by CAO/Clerk Trevor Hallam in this regard for the information of Council.

8.0 BUSINESS

8.1 SCHWARTZENTRUBER MUNICIPAL DRAIN TENDERS

A report prepared by project coordinator Adam Hall in this regard was presented by Mr. Hallam.

Motion 111-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of Robinson Farm Drainage in the amount of \$142,488.00 excluding HST for the work on the Schwartzentruber Municipal Drain.

Carried.

8.2 CHARITABLE TAX REBATE – HABITAT FOR HUMANITY

A report prepared by Tax Collector Kelly Tiffin in this regard was presented by Mr. Hallam.

Motion 112-2023

*Moved by Jodi Snell
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby approves the 2022 application for a tax rebate for eligible charities submitted by Habitat for Humanity Huron County for the property located at 680 Josephine St N and directs staff to issue the rebate in the amount of \$3,484.07

Carried.

8.3 2023 BUDGET

Treasurer Sean Brophy presented a final draft of the 2023 budget and corresponding by-law for the consideration of Council.

Motion 113-2023

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 25-2023 being a by-law to adopt the budget and tax rates for the Municipality of Morris-Turnberry for the year 2023, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of May, 2023.

Carried.

8.4 2022 RESERVES

In anticipation of Council approving amounts to be transferred to reserves in the 2023 budget, by-law 26-2023 has been prepared to establish those reserve funds.

Motion 114-2023

*Moved by Jamie McCallum
Seconded by Jodi Snell*

THAT leave be given to introduce By-Law # 26-2023 being a by-law to confirm the year-end 2022 reserves and establish reserve funds for the year 2023, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of May 2023.

Carried.

9.0 COUNCIL REPORTS

Kevin Freiburger

April 16th to 19th attended the Annual Ontario Good Roads Association Conference in Toronto.
April 24th attended a cross border servicing meeting.

Jamie McCallum

April 16th to 19th attended the Annual Ontario Good Roads Association Conference in Toronto. Congratulated Mike Alcock on becoming President of the Association of Ontario Road Supervisors.
April 8th attended an Economic Development event in Walkerton.

Sharen Zinn

April 19th attended an MVCA Board of Directors meeting.

Jodi Snell

April 8th attended an Economic Development event in Walkerton.

Jamie Heffer

April 26th attended a meeting of the Huron County Roads Superintendents. Congratulated Mike Alcock on becoming President of the Association of Ontario Road Supervisors.

With a consensus of council, Mayor Heffer gave leave to Mr. Alcock to address Council. Mr. Alcock gave thanks for the support of Council, and provided some history on his work with AORS, the advocacy and education work that AORS does.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Media Release – Water Team Video – Ausable Bayfield Maitland Valley Source Protection Region
- 10.2 Correspondence – Direction of School Support - MPAC
- 10.3 Minutes – Coalition for Huron Injury Prevention – April 12, 2023
- 10.4 Minutes – Source Protection Committee – November 25, 2022
- 10.5 Minutes – MVCA Board of Directors – March 15, 2023
- 10.6 Board Meeting Highlights – AMDSB – April 25, 2023
- 10.7 Monthly Report – Belgrave Water – March 2023
- 10.8 Resolution – Bill 5 – Township of Montague
- 10.9 Resolution – Phragmites Management – Township of the Archipelago
- 10.10 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

12.1 BOUNDARY ROAD MAINTENANCE AGREEMENT – SOUTH BRUCE

At the April 11th meeting of Council, staff were directed to return a by-law authorizing an agreement for the maintenance of a boundary road between the Municipality of Morris-Turnberry and the Municipality of South Bruce. By-law 27-2023 was presented for consideration.

Motion 115-2023

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 27-2023, being a by-law authorize the execution of an agreement for the maintenance of a boundary road between the Municipality of Morris-Turnberry and the Municipality of South Bruce, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of May 2023.

Carried.

13.0 CLOSED SESSION

13.1 Enter closed session.

Motion 116-2023

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:13 pm, with the CAO/Clerk, Director of Public Works, and Treasurer remaining in attendance, for the purpose

of discussing confidential matters pursuant to the following sections of the Municipal Act:

Section 239 (2) (k) regarding negotiations to be carried on by the municipality.

Carried.

13.2 Return to open session.

Motion 117-2023

*Moved by Sharen Zinn
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 9:13 pm.

Carried.

13.3 Report and Action from Closed Session.

Council discussed the negotiation of a cross border servicing agreement.

14.0 **CONFIRMING BY-LAW**

Motion 118-2023

*Moved by Jodi Snell
Seconded by Jamie McCallum*

THAT leave be given to introduce By-Law # 28-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on May 2nd, 2023, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of May 2023.

Carried.

15.0 **ADJOURNMENT**

Motion 119-2023

*Moved by Jamie McCallum
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 9:14 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, May 16th, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, June 6th, 2023, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

**Municipality of Morris-Turnberry
Account List for**

May 16 2023

General

Bell Mobility	Cell Phone	25.07	
Bell Canada	Turnberry Shop - Emergency Lines	100.57	
Enbridge	Morris Office	149.56	
Hydro One	Streetlights	1,130.56	
Tuckersmith Communications	Morris Office Internet & Security	146.90	
MicroAge Basics	Office Supplies & IT Services	958.80	
CIBC VISA	Online Council Meetings	24.28	
	Flowchart Software	188.35	
	Water	53.72	
	PO Box Renewal	362.73	
	Newspaper Subscription	88.20	
	Marriage Licences	480.00	1,197.28
Township of North Huron	2023 Recreation Support		122,935.00
Elementary School Fair	2023 Grant		500.00
Howick-Turnberry Fair Board	2023 Grant		500.00
Brussels Agricultural Society	2023 Grant		500.00
Huron County Plowman's Association	2023 Grant		125.00
St. John Ambulance	First Aid & CPR Training		975.00
Minister of Finance	Policing - March		39,411.00
Habitat for Humanity	2022 Charitable Tax Rebate		3,484.08
Ontario Infrastructure	Belgrave Water Loan Payment		29,721.46
Haney Law, in Trust	Deposit for Road Encroachment Correction		1,000.00
Property Owners	Return Garden Suite Security Deposits x2		3,000.00

Payroll

May 10 2023	Payroll	23,398.73	
	Expenses	127.12	
Council Pay	Payroll - April 2023	7,557.93	
	Rec General	1,000.44	

General Total 237,944.50

Building Department

Bell Mobility	Cell Phone	25.07	
Foxtan Fuels	Fuel	436.28	
Payroll			
May 10 2023	Payroll	5,582.07	
	Expenses	-	

Building Total 6,043.42

Property Standards

Keppelcreek	April Bylaw Enforcement	1,113.97	
-------------	-------------------------	----------	--

Property Standards Total 1,113.97

Drainage

Chuck Hull	Coultes Municipal Drain	398.73	
Maitland Conservation	Coultes Municipal Drain	100.00	
MRH Const. Inc.	Kelly Municipal Drain	2,365.05	

Drainage Total 2,863.78

Parks & Cemeteries

Hydro One	Kinsmen Park	36.85	
Flags Unlimited	Canadian Flags	717.55	
Ronald Knop	Mulch for Parks	339.00	

Parks & Cemeteries Total 1,093.40

Belgrave Water

Hydro One	Belgrave Water	1,346.19
Hydro One	Humphrey Well	108.50
Bell Canada	Belgrave Water	137.20
Hay Communications	Belgrave Water	11.30
Kincardine Cable	Belgrave Water	41.75

Water Total 1,644.94

Landfill

Bell Mobility	Cell Phones	8.91
PE Inglis Holdings Inc.	Portable Unit	175.15
BM Ross & Associates	Turnberry Landfill	8,807.40
Bluewater Recycling Association	Curbside Pickup - May	14,631.02

Landfill Total 23,622.48

Roads

Bell Canada	Turnberry Shop	100.57
Bell Mobility	Cell Phones	59.05
Enbridge	Morris Shop	299.11
HuronTel	Turnberry Shop Internet	66.56
Stainton Hardware	Shop Supplies	30.49
McDonald Home Hardware	Shop Supplies	68.91
Schmidt's Power Equipment	Chainsaw Supplies	108.28
Radar Auto Parts	Shop Supplies & Spill Supplies	422.60
CIBC VISA	Wrench Set & Drill Bit Sets	327.65
	OGRA Conference Meals	349.28
	OGRA Conference Parking	<u>177.00</u>
Lavis Contracting Co. Ltd	Gravel Testing	853.93
Foxtan Fuels	Fuel	485.90
Altruck International Truck Centres		9,283.41
Colvoy Equipment	Repairs for 16-05 Tandem	6,104.70
Maitland Conservation	Disc Blades for 06-04 Grader	2,567.54
Blackburn Media Inc.	MacEwan Culvert & Walton Road Culvert (M030)	495.00
	Radio Tower Rental	1,017.00
Payroll		
May 10 2023	Payroll	29,483.73
	Expenses	<u>1,099.88</u>

Roads Total 52,546.66

Account Total 326,873.15

Approved By Council:

May 16 2023

Mayor - Jamie Heffer

Treasurer- Sean Brophy

Schedule C - Assessment For Construction

Main Drain											
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
<u>Main Drain</u>											
<u>Morris Ward</u>											
24	9	S. Huether	9-052	2.7	\$1,500	\$2,787		\$4,287	\$1,429	\$300	\$2,558
25	9	R. & N. Stevenson	9-053	14.4		\$9,944		\$9,944	\$3,315		\$6,629
24 & 25	10	M. & J. Shortreed	10-017	22.3	\$47,300	\$10,687		\$57,987	\$19,329	\$12,750	\$25,908
* Pt. 24 & 25	10	Province of Ontario	10-998	2.0	\$5,000	\$2,111	\$39,425	\$46,536			\$46,536
Total Assessment on Lands					\$53,800	\$25,529	\$39,425	\$118,754	\$24,073	\$13,050	\$81,631
McCall Line		Municipality of Morris-Turnberry		0.4		\$2,834		\$2,834			\$2,834
Walton Road		Municipality of Morris-Turnberry		1.2	\$5,000	\$697	\$26,415	\$32,112			\$32,112
Total Assessment on Roads					\$5,000	\$3,531	\$26,415	\$34,946			\$34,946
Total Assessment on Lands and Roads											
BiVal Municipal Drain 2023 - Main Drain					\$58,800	\$29,060	\$65,840	\$153,700	\$24,073	\$13,050	\$116,577

NOTES:

- * Denotes lands not eligible for ADIP grants.
- The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- The NET ASSESSMENT is provided for information purposes only.

Schedule C - Assessment For Construction

Branch 'A'											
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Branch 'A'											
<u>Morris Ward</u>											
25	9	R. & N. Stevenson	9-053	10.9	\$3,000	\$6,075		\$9,075	\$3,025	\$300	\$5,750
24 & 25	10	M. & J. Shortreed	10-017	6.1	\$13,500	\$1,688		\$15,188	\$5,063	\$5,580	\$4,545
Total Assessment on Lands					\$16,500	\$7,763		\$24,263	\$8,088	\$5,880	\$10,295
McCall Line		Municipality of Morris-Turnberry		0.4		\$675		\$675			\$675
Walton Road		Municipality of Morris-Turnberry		0.7	\$1,500	\$1,147	\$26,415	\$29,062			\$29,062
Total Assessment on Roads					\$1,500	\$1,822	\$26,415	\$29,737			\$29,737
Total Assessment on Lands and Roads											
BiVal Municipal Drain 2023 - Branch 'A'					\$18,000	\$9,585	\$26,415	\$54,000	\$8,088	\$5,880	\$40,032

NOTES:

1. All the above lands are eligible for ADIP grants.
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
3. The NET ASSESSMENT is provided for information purposes only.

Schedule C - Assessment For Construction

Branch 'B'											
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Branch 'B'											
<u>Morris Ward</u>											
25	9	R. & N. Stevenson	9-053	2.0	\$1,000	\$3,300		\$4,300	\$1,433	\$300	\$2,567
24 & 25	10	M. & J. Shortreed	10-017	0.8	\$6,500	\$264		\$6,764	\$2,255	\$3,890	\$619
Total Assessment on Lands					\$7,500	\$3,564		\$11,064	\$3,688	\$4,190	\$3,186
McCall Line		Municipality of Morris-Turnberry		0.4		\$1,980		\$1,980			\$1,980
Walton Road		Municipality of Morris-Turnberry		0.3	\$1,000	\$1,386	\$23,570	\$25,956			\$25,956
Total Assessment on Roads					\$1,000	\$3,366	\$23,570	\$27,936			\$27,936
Total Assessment on Lands and Roads											
BiVal Municipal Drain 2023 - Branch 'B'					\$8,500	\$6,930	\$23,570	\$39,000	\$3,688	\$4,190	\$31,122

NOTES:

1. All the above lands are eligible for ADIP grants.
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
3. The NET ASSESSMENT is provided for information purposes only.

Schedule C - Total Assessment For Construction

TOTAL ASSESSMENT										
Lot or Part	Con.	Landowner	Roll No.	Main Drain	Branch 'A'	Branch 'B'	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
<u>Morris Ward</u>										
24	9	S. Huether	9-052	\$4,287			\$4,287	\$1,429	\$300	\$2,558
25	9	R. & N. Stevenson	9-053	\$9,944	\$9,075	\$4,300	\$23,319	\$7,773	\$600	\$14,946
24 & 25	10	M. & J. Shortreed	10-017	\$57,987	\$15,188	\$6,764	\$79,939	\$26,646	\$22,220	\$31,073
* Pt. 24 & 25	10	Province of Ontario	10-998	\$46,536			\$46,536			\$46,536
Total Assessment on Lands				\$118,754	\$24,263	\$11,064	\$154,081	\$35,848	\$23,120	\$95,113
McCall Line		Municipality of Morris-Turnberry		\$2,834	\$675	\$1,980	\$5,489			\$5,489
Walton Road		Municipality of Morris-Turnberry		\$32,112	\$29,062	\$25,956	\$87,130			\$87,130
Total Assessment on Roads				\$34,946	\$29,737	\$27,936	\$92,619			\$92,619
Total Assessment on Lands and Roads										
BiVal Municipal Drain 2023				\$153,700	\$54,000	\$39,000	\$246,700	\$35,848	\$23,120	\$187,732

NOTES:

- * Denotes lands not eligible for ADIP grants.
- The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- The NET ASSESSMENT is provided for information purposes only.

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: May 11, 2023

SUBJECT: Property Standards and By-Law Enforcement Report for March and April 2023

RECOMMENDATION

THAT the Council of the Municipality of Morris-Turnberry hereby receive the Chief Building Officials report on Property Standards & By-Law Enforcement for the months of March and April 2023 as submitted for information purposes.

BACKGROUND

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code along with any Municipal By-Laws. Through the examination of plans, issuance of building permits, reviewing bylaws, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and compliance with Municipal By-Laws to ensure health and safety, fire protection and structural sufficiency in all buildings in the Municipality.

The findings outlined below provided by Bruce Brockelbank, Property Standards and By-Law Enforcement Officer.

COMMENTS

By-law Enforcement – New Complaints

- John St – I received a complaint about dogs running at large from a property and that they are aggressive.
- Williams Street – I received a complaint about a neighbour running sump pump water onto another property.

Outstanding Files and Ongoing Investigations

- Blyth Road - I have organized cleanup of the property for the early spring as the weather permits and Kirk is working on a building that was erected without a building permit.
- Brussels Line – I re-attended the property - there was a shed partially constructed, cement from digging out the basement and rubbish and debris at the property. I have sent the owner a Property Standards Order to bring the property into compliance.
- John St – I attended the property to do an inspection for the number of dogs and address the running at large issue. I indicated they were allowed two dogs in a settlement area and would need to remove the dogs over the limit. I will reinspect the property to confirm compliance with our Animal Control Bylaw.
- Williams St – Kirk and I attended the property and inspected for sump pump discharge onto another property. We talked to the owner of the property, and he indicated the property owner has moved the sump discharge but there needs to be a permanent solution to the issue. Kirk was going to talk to the roads department to inquire about drainage outlets in the area and come up with a solution.

Respectfully submitted,



Kirk Livingston
Chief Building Official

MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO: Mayor and Council

PREPARED BY: Kirk Livingston, Chief Building Official

DATE: May 1, 2023

SUBJECT: Building Department Activity Report for March and April 2023

RECOMMENDATION

THAT the Council of the Municipality of Morris Turnberry hereby receive the Building Department Activity Report for March and April 2023, for information purposes.

BACKGROUND

The Building Departments main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in which we live, work and play.

The Chief Building Official provides bi-monthly updates to Council on the operations of the Building Department.

COMMENTS

Permit #	Permit Type	Value of Project	Sq. Feet New Const.	Status
0009 -2023	On Site Sewage System	\$ 10,000.00	1600	issued
0010 -2023	Agricultural Livestock Barn	\$ 1,500,000.00	22291	issued
0011 -2023	Silo	\$ 250,000.00	1056	issued
0012 -2023	On Site Sewage System	\$ 8,000.00	236	issued
0013 -2023	Steel Grain Bin	\$ 60,000.00	827	issued
0014 -2023	Accessory Building	\$ 100,000.00	1280	issued
0015 -2023	Deck	\$ 8,000.00	224	issued
0016 -2023	Tent	\$ 3,200.00	3200	issued
0017 -2023	Residential Addition	\$ 13,000.00	75	issued
0018 -2023	Deck	\$ 8,000.00	560	issued
0019 -2023	On Site Sewage System	\$ 8,000.00	464	issued
0020 -2023	Silo	\$ 400,000.00	1662	issued
0021 -2023	Agricultural Livestock Barn	\$ 500,000.00	22176	issued
0022 -2023	Residential Addition	\$ 32,000.00	272	issued
0023 -2023	Agricultural Livestock Barn	\$ 1,250,000.00	10437	issued
0024 -2023	Tent	\$ 1,200.00	1798	issued
0025 -2023	Detached Garage	\$ 40,000.00	896	issued
0026 -2023	Multi-Unit Residential	\$ 500,000.00	4992	issued

Total Value of Construction to date: \$5,546,400.00 with 26 building permits being issued
(Last year; \$6,284,900.00 with 35 building permits being issued)

Zoning Certificates issued for this year: 9 (Last year 18)

Respectfully submitted,



Kirk Livingston
Chief Building Official

CORPORATION OF THE COUNTY OF HURON

Planning and Development Department

To: Mayor and Members of Morris-Turnberry Council
From: Meghan Tydd-Hrynyk, Planner
Date: May 16, 2023
Subject: Proposed New Provincial Policy Statement, 2023 and Bill 97 Changes to the Planning Act

RECOMMENDATION

That Morris-Turnberry Council receive the report for information;

AND FURTHER THAT:

The Morris-Turnberry Council direct staff to submit comments to the Ministry of Municipal Affairs and Housing on the proposed changes to the Provincial Policy Statement, 2023 as outlined in this report.

BACKGROUND

On April 6, 2023, the Province released a proposed new Provincial Policy Statement (PPS), 2023. This new document integrates the Provincial Policy Statement, 2020 with A Place to Grow: Growth Plan for the Greater Golden Horseshoe to create a single, province-wide, housing focused land use planning policy document. On the same day, the Province also introduced Bill 97, the Helping Homebuyers, Protecting Tenants Act which received first reading. It proposes a series of legislative amendments to several Acts, including amendments to the Planning Act. These changes are part of the Province's Housing Supply Action Plan with the goal of achieving the construction of 1.5 million new homes across Ontario by 2031.

The Provincial Policy Statement is posted on the Environmental Registry of Ontario (ERO) for a 60 day commenting period until June 5, 2023 and Bill 97 is posted for comment until May 6, 2023.

COMMENTS

The following is an overview and comments on the proposed Provincial Policy Statement, 2023 and the changes to the Planning Act under Bill 97 that are relevant to planning in Huron County.

Proposed Provincial Policy Statement (PPS), 2023

1. Agricultural Lot Severances

Proposed Changes

The most significant change for Huron County proposed under the new PPS 2023 is new policies for residential lot creation in prime agricultural areas. The current PPS discourages residential lot creation in prime agricultural areas, with the exception of surplus farm residence severances. The changes would allow additional permanent residences and the severance of the additional residences, and the creation of new residential lots in the agricultural area subject to the following criteria:

4.3.2.5 Subordinate to the principal dwelling, up to two additional residential units may be permitted in prime agricultural areas, provided that:

- a) any additional residential units are within, attached to, or in close proximity to the principal dwelling;
- b) any additional residential unit complies with the *minimum distance separation formulae*;

- c) any additional residential unit is compatible with, and would not hinder, surrounding agricultural operations; and
- d) appropriate *sewage and water services* will be provided.

The additional residential units may only be severed from the lot containing the principal dwelling in accordance with policy 4.3.3.1.

4.3.3.1 Residential lot creation in prime agricultural areas is only permitted in accordance with provincial guidance for:

- a) new residential lots created from a lot or parcel of land that existed on January 1, 2023, provided that:
 - 1. agriculture is the principal use of the existing lot or parcel of land;
 - 2. the total number of lots created from a lot or parcel of land as it existed on January 1, 2023 does not exceed three;
 - 3. any residential use is compatible with, and would not hinder, surrounding agricultural operations; and
 - 4. any new lot:
 - i. is located outside of a *specialty crop area*;
 - ii. complies with the *minimum distance separation formulae*;
 - iii. will be limited to the minimum size needed to accommodate the use while still ensuring appropriate *sewage and water services*;
 - iv. has existing access on a public road, with appropriate frontage for ingress and egress; and
 - v. is adjacent to existing non-agricultural land uses or consists primarily of lower-priority agricultural lands.
- b) a residence surplus to an agricultural operation (policies remain essentially unchanged including the prohibition of a residence being constructed on the retained farm parcel)

It should be noted that the new PPS also states that Official Plans and Zoning By-laws shall not contain provisions that are more restrictive than the above policies except to address public health or safety.

Staff Comments

Residential lot creation in prime agricultural areas has been discouraged since the Countryside Planning/Foodland Guidelines were issued by the Province of Ontario in the 1970s. The purpose of this provincial-wide planning document was to ensure the protection of prime agricultural land for food production.

Huron County is a prime agricultural area and agriculture is extremely important to the economy and the production of food. For over 50 years, Huron County has had strong Official Plan policies protecting this agricultural resource and directing non-agricultural related development to settlement areas. Staff and Council recognize the need for housing in the agricultural area and in response have updated Zoning By-laws to allow for additional residential units in the AG1 and AG4 zones and expanded permissions for on-farm housing for farm labour. This allows for additional housing related to agriculture but does not fragment the land base. The Province's proposal to allow for scattered residential development through lot creation does not further the interests of the agricultural industry.

The opening up of scattered residential lot creation in the prime agricultural areas may:

- increase conflict with modern farming practices,
- increase MDS restrictions on the placement of new barns;
- reduce the number of units being built in settlement areas where municipalities have invested substantial funds on services (hard and soft),
- lost opportunities for infrastructure efficiency in settlement areas;
- and increase the demand on municipalities to provide enhanced rural services e.g. more frequent snow plowing, road maintenance, garbage collection, emergency services, etc.

- ring serviced settlement areas with unserviced residential development making it more difficult and costly for future settlement area expansions and extension of services.

It is requested that the Province provide clarification on the criteria in the policies for creating new residential lots e.g. what is considered to be adjacent to a non-agricultural use and what are lower-priority agricultural lands. It is unclear if this is limited to adjacent to Settlement Areas, Recreational uses and Institutional uses, or does it open it up for 3 new residential lots next to all existing residences including farm residences and those that have been severed as surplus. And further, does this also allow residential lot creation on any area that a farm considers lower priority or inconvenient to farm rather than just areas with lower capability soils. Clarification is also requested on the criteria that requires an existing access on a public road and whether that access must exist or can it be obtained as part of the process. This clarification would help to determine the number of new residential lots that could be eligible to be severed across Huron County and the effect of the policy on the agricultural industry.

If the Province's intention is to permit 3 residential lots from every farm parcel, this has the potential to result in thousands of non-farm related lots in the agricultural area across the County. The Province should reconsider this substantial policy direction change and the long term effects it will have on the protection of prime agricultural lands and maintaining the ability for farmers to farm. In addition, there may be other unintended consequences such as the effect of additional residences on the potential for future aggregate extraction.

The Department, along with GIS staff, has completed an assessment of the impacts of the policy to determine the potential for new residential lot creation in the prime agricultural area in Huron County. The analysis included the number of properties zoned AG1, AG1-Special, AG2 or AG2-Special where a minimum of 25% of the property was zoned AG1. The analysis did not include parcels zoned AG3 or AG4. The results indicate that there are 8304 parcels within these agricultural zones and with the potential for 3 new lots per parcel, the effect could be 24,912 new residential parcels in the prime agricultural area in Huron. It is recognized that this estimate may vary due to the impacts of Minimum Distance Separation and access permits, but still give a sense of the potential impacts of the policy. The information is provided in the chart below.

Chart 1: Assessing the Impact of Proposed PPS Lot Creation Policy in Prime Agricultural Areas within Huron County

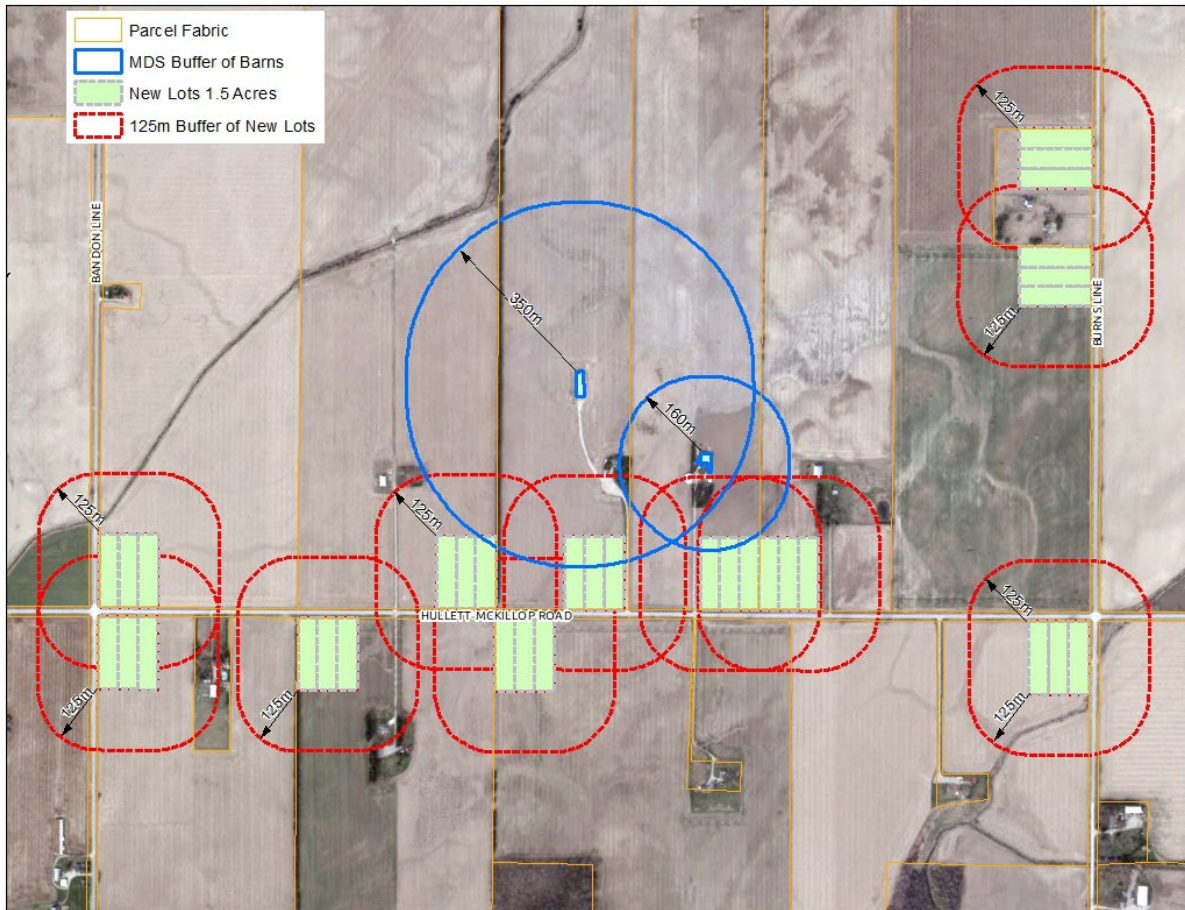
Local Municipality	Number of Parcels zoned AG1 and AG1-Special	Number of Parcels zoned AG2 and AG2-Special	Total Number of Eligible Agricultural Parcels	Potential New Lots if 3 per parcel is possible
Ashfield-Colborne-Wawanosh	1367	0	1367	4101
Bluewater	1027	0	1027	3081
Central Huron	1105	45	1150	3450
Howick	622	44	666	1998
Huron East	1593	111	1704	5112
Morris-Turnberry	852	55	907	2721
North Huron	340	26	366	1098
South Huron	1026	91	1117	3351
County of Huron	7932	372	8304	24,912

Note: Due to the impacts of Minimum Distance Separation and access permits, it may be such that three (3) residential lots are not possible from every identified parcel.

To provide a visual context, an example was mapped using one Concession Block in Huron County, including the number of potential residential lots and the increased area that would no longer be eligible

for the construction of a livestock barn due to Minimum Distance Separation setback requirements to these new lots.

Image 1: Example of Potential Impact of Proposed PPS Lot Creation Policy on Rural Concession



As discussed in the next item of the report, the Province is proposing to permit Settlement boundary expansions without the requirement for a Comprehensive Review. Understanding that some agricultural land may be needed to address the demand for housing, staff are supportive of eliminating this requirement for expansions and directing development to settlement areas which is a more efficient use of agricultural land than scattered residential development throughout the countryside.

Rather than the creation on non-farm related residential lots to increase the potential for housing in the agricultural area, the Province could consider amending the policy for surplus farm residence severances that requires the retained farmlands to be rezoned to prohibit a residence. The current limitation on the retained land could be removed, allowing a residence on these farm parcels where the severance was completed a certain number of years ago (e.g. 10 - 15 years or longer to avoid speculation). This would allow for additional housing related to agriculture and would not result in additional severances.

2. Settlement Area Expansions

Proposed Changes

The requirement for a Comprehensive Review to identify a new settlement area or expand a settlement area boundary has been removed in the proposed 2023 PPS. With no requirement for municipal comprehensive reviews, municipalities could consider settlement area expansions at any time. The tests

to be applied are not as stringent as they were, but would still require consideration of adequate servicing, phased progression of urban development, and impacts on agriculture including minimum distance separation through an Agricultural Impact Assessment. There is no limit on the ability of landowners to apply for an expansion, although the Planning Act continues to limit the ability to appeal the refusals of any such applications.

Staff Comments

As indicated above, staff are supportive of the change to streamline the process for expanding settlement areas where required based on adequate servicing (provided priority is given to expansion in fully serviced areas), logical extensions and addressing agricultural impacts. This is a more efficient use of land than scattered residential lots in the prime agricultural areas. The Province only encourages municipalities to set density targets for these expanded areas, but should give consideration to stronger language to ensure efficient use of these additional development lands.

3. Employment Areas and Employment Land Conversions

Proposed Changes

The definition of 'employment areas' is proposed to be changed in both the Planning Act and the new PPS to only include areas with heavy industry, manufacturing, and large-scale warehousing. It does not include commercial, institutional, retail or office not accessory to heavier industry.

The PPS is proposing to allow the removal of lands from an employment area to permit other uses without the requirement for a Comprehensive Review. Municipalities can consider (and landowners can apply for) the removal of land from employment areas where it can be demonstrated that there is a need for the removal, the proposed uses will not negatively impact the overall viability of the employment area, and infrastructure is planned or available to accommodate the proposed use. The Planning Act continues to limit the ability to appeal refusals or non-decisions of such applications.

Staff Comments

No concerns with this proposed change as the Huron County Official Plan already excluded Commercial, Institutional and retail uses from being considered as employment areas.

4. Growth Targets

Proposed Changes

When updating official plans, municipalities will be required to have enough land designated for at least 25 years (a change from up to 25 years), with planning expressly allowed to extend beyond this horizon for infrastructure and employment areas.

Municipalities will no longer be required to have an intensification target but will need overall density targets.

Staff Comments

No concerns. The County's updated population and housing needs projections (included in 2023 approved budget) will assist in establishing minimum density policies.

5. Natural Heritage

Proposed Changes

There is a note in the PPS that indicates as of April 6, 2023, natural heritage policies and related definitions remain under consideration by the government. Once proposed policies and definitions are ready for review and input, they will be made available through a separate posting on the Environmental Registry of Ontario.

Staff Comments

Staff will update Council once the Natural Heritage policies are provided by the Province for review.

Bill 97 – Changes to the Planning Act

The proposed changes to the Planning Act under Bill 97 are more minor and technical in nature and include the following:

1. New Ministerial Powers

The Minister will be given the power to:

- Exempt lands that are the subject of MZOs from complying with provincial policies and official plans when other planning approvals are applied for, such as plans of subdivision. This gives the Minister the ability to address circumstances where an MZO permits residential uses in an area where the official plan does not.
- Make regulations regarding transition related to the applicability of a new provincial policy statement.
- Make regulations regarding the powers of municipalities to regulate demolition and conversion of residential rental properties, including to pass a by-law requiring a landowner to provide compensation.

2. New Effective date for Bill 109 Planning Fee Refunds

The effective date for planning application fee refunds for Zoning By-law and Site Plan Approval applications where no decision is made within the statutory time periods that were originally in place for applications filed on or after January 1, 2023, is proposed to be changed to July 1, 2023. If any fee refunds were owing as a result of applications filed and not decided on between January 1 and July 1, 2023, the refund is deemed not to have been required.

A report was provided to County Council and local municipal Councils which outlined process changes to help reduce the need for refunds.

3. Parking for Additional Units

Bill 23 put in place restrictions on the ability to require more than one parking space where additional residential units are permitted as of right. Bill 97 proposes to clarify that official plans and zoning by-laws can still require more than one parking space for the primary residential unit.

4. Site Plan Control for Developments of 10 or Fewer Units

Bill 23 had previously removed the authority for municipalities to require Site Plan Control for housing developments with 10 or fewer units. A new regulation has been posted on the ERO which prescribes areas where site plan control could apply to developments containing 10 or fewer residential units, specifically within 120 metres of a shoreline and within 300 metres of a railway line. This would allow municipalities in Huron to apply site plan control within these specific areas if issues such as drainage, servicing connections, etc. would be best addressed through this process. Municipal Site Plan Control By-laws that were already updated to reflect the original change would now need to be updated again.

NEXT STEPS

Council direct staff to submit these comments, and any additional comments identified by Council to the Province for consideration and clarification.

OTHERS CONSULTED

County Planning Directors, Western Ontario Wardens Caucus Planning Working Group, Planning and Development Staff, Dr. Wayne Caldwell

'Original signed by'

Meghan Tydd-Hrynyk, Planner



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

Data Sharing and Services Agreement (DSSA) Fact Sheet

Overview.

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

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

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

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

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

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

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

Background.

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

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

The DSSA contains the following areas of focus:

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

How was the DSSA developed?

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

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

DSSA Webinar.

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

Have additional questions?

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



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

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

Overview

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

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

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

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

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

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

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

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

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

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

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

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

No, the DSSA is standardized for all municipalities.

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

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

Q.8 How regularly will the DSSA be reviewed?

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

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

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

Q.10 What is the term of the DSSA?

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

Q.11 When will the DSSA come into effect?

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

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

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

Service Level Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Data Licenses

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

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

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

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

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

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

Examples of “Internal Planning Purposes” include:

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

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

Examples of “Internal Operational Purposes” include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

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

The DSSA contains the following areas of focus:

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

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



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

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

Between:

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

And

The **Municipality of Morris Turnberry** (the "**Municipality**"), (collectively the "**Parties**")

1. Overview

This Agreement includes the following sections:

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

2. Appendices

The following appendices are incorporated into this Agreement:

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

3. Service Level Agreement

3.1. Purpose

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

3.2. MPAC Service Levels

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

3.3. Municipality Documents and Dependencies

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

The Dependencies include:

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

3.3.1. Building Permits and Building Plans

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

3.3.2. Severances and Consolidations

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

3.3.3. Tax Applications and Vacancy Rebates

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

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

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

3.4. Delivery and Reporting

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

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

3.5. Relationship Meetings

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

3.6. MPAC Failure to Achieve a Service Level

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

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

3.7. Municipality Failure to Meet Dependencies

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

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

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

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

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

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

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

3.9. Changes to Service Levels and Dependencies

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

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

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

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

3.10. Service Level Agreement Limitation of Liability

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

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

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

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

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

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

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

4.2. Access to Municipality Documents by MPAC Consultants

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

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

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

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

5.2. Delivery

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

5.3. Internal Planning Purposes

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

5.4. Internal Operational Purposes

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

5.5. Access to MPAC Data Products by Consultants

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

5.6. External Distribution

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

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

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

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

5.7. Municipality Requests for Custom Products

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

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

5.8. Access to MPAC Data Products by Other Third Parties

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

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

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

5.9. Changes to MPAC Data Products

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

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

6. Data Terms and Conditions of Use

6.1. Application

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

6.2. Licence Grants

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

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

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

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

6.3. Restrictions

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

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

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

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

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

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

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

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

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

6.4. Ownership of Licensed Data

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

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

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

6.5. Disclaimers

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

6.6. Indemnity and Limitation of Liability

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

6.7. No Unauthorized Disclosure of Licensed Data

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

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

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

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

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

6.9. Records and Audit

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

6.10. Term and Termination

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

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

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

6.11. Destruction and Post Termination Obligations

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

7. General

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

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

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

“MUNICIPALITY”

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Signed: _____

Signed: Carmelo Lipsi

Name: _____

Name: Carmelo Lipsi

Title: _____

Title: Vice-President and COO

Date: _____

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

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

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

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

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

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

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

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

Appendix 2 - Service Level Agreement Exhibits

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

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

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

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

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

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

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

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

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

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



AORS
PROMOTING KNOWLEDGE. PURSUING EXCELLENCE.

PRESS RELEASE

MORRIS-TURNBERRY DIRECTOR OF PUBLIC WORKS BECOMES PRESIDENT OF PROVINCIAL ROADS ASSOCIATION

April 25, 2023 – (ST. MARYS, ON) – During the 2023 Annual General Meeting of the Association of Ontario Road Supervisors, Mike Alcock, Director of Public Works with the Municipality of Morris-Turnberry in Huron County was named the President of the 2023-2024 AORS Board of Directors.

“Mike brings extensive experience to the Executive Committee of our organization that will lend a hand to the work we do to promote the public works industry into the future,” said John Maheu, AORS’ Executive Director.

“The Association of Ontario Road Supervisors has a long outstanding reputation across the Province of providing exceptional training for public works professionals and it is an honour to serve as the AORS President,” said Mr. Alcock. “At AORS we will be doing more advocacy for our members and expanding the scope of the work we do, and I am excited about the future of our organization.”

The 2023-2024 AORS Executive Committee:

- President - Mike Alcock, Director of Public Works, Municipality of Morris-Turnberry (representing the Huron County Road Supervisors Association)
- First Vice President – Joe Reid, General Manager, Transportation, City of Belleville (representing District 8 Road Supervisors Association)
- Second Vice President – Karla Musso-Garcia, Manager of Operations, Township of Oro-Medonte (representing Simcoe County Road Supervisors Association)
- Past President – Bill Wilson, Asset Management and Engineering Specialist, Perth County (representing Perth County Road Supervisors Association)

The Association of Ontario Road Supervisors is a provincial organization of public works professionals dedicated to providing high quality public services through certification, educational programs, and interaction amongst its members. AORS represents all municipalities across Ontario and provides the opportunities for public works professionals to increase their professional proficiency and performance for themselves, as well as their municipalities and companies. Governed by a Board of Directors and Executive Committee comprised of public works professionals, AORS is a relevant and vital association with a reputation for commitment to its members and industry.

MEDIA CONTACT

Kelly Elliott
Marketing and Communications Specialist, Association of Ontario Road Supervisors
E-Mail: kellyelliott@aors.on.ca Tel: (519) 873-0374
www.aors.on.ca



AORS

PROMOTING **KNOWLEDGE**. PURSUING **EXCELLENCE**.

May 8, 2023

Dear Heads of Council and Council Members,

We would like to take the opportunity to remind you about the AORS Annual Trade Show being held on **June 7-8, 2023**, at the Gemini Sportsplex in Strathroy, Ontario hosted by the Middlesex County Public Works Association.

The trade show is a perfect opportunity for you to meet with public works professionals and municipal suppliers from across the province, and is open for you, and your public works staff, to attend. Additionally, the show is suitable for staff that work in your environmental, parks, recreation and/or facilities departments. We are excited to have over 200 exhibitors and expect over 2,000 attendees to the show. Best of all, it is free to attend.

We have included a social media graphic to your CAO/Clerk that we hope you will share amongst your municipal social platforms to spread the word in your communities. As well, please be sure to encourage any of your staff you believe may be interested to attend. Everyone is welcome!

For more information on the show, please visit here: <https://aors.on.ca/events/aors-trade-show/>.

If you are planning on attending, please consider pre-registering for the event and save time lining up waiting for your badge. Additionally, you will be entered in for door prizes only available to those who pre-registered: <https://www.surveymonkey.com/r/AORS2023TS>

Mark your calendars for this great event, and we look forward to seeing you.

Sincerely,

Jarett Hogle | *Trade Show Committee Chair*
Middlesex County Public Works Association

Kelly Elliott | *Marketing and Communications Specialist*
Association of Ontario Road Supervisors (AORS)

Association of Ontario Road Supervisors
268 Maiden Lane
St. Marys, ON N4X 1A4
Phone: (226) 661-2002 Fax: (226) 661-2003
www.aors.on.ca



May 2, 2023

Your Worship and Members of Council,

We are writing today as we've heard from many of you regarding the introduction of a locate charge, and we'd would like to provide some context and background regarding our approach. We are also seeing a lot of misinformation circulate, resulting in misunderstanding, and we'd like to correct the record.

We, along with **all** underground infrastructure owners, are required to comply with the recently released regulations related to locate delivery ([Bill 93](#)). In order to recover our compliance costs and protect the interests of our customers, we introduced a locate charge for **third party and for-profit locate requestors**. We want to reassure you that locates for private property owners and existing natural gas customers **remain at no charge**.

As we shared, the third-party locate charge is currently on pause as we continue to explore pathways and consult with our stakeholders and industry partners, including a phased approach focused on the adoption of a dedicated locator model for large infrastructure owners. Within a dedicated locator model, large excavators hire their own locators trained by infrastructure owners to locate all underground utilities on their projects, which leads to significant efficiencies in locate delivery.

In addition, misinformation is circulating that Enbridge Gas operates its infrastructure in municipal right of ways at no cost – **and this is simply not true**. Enbridge pays more than \$135 million in annual municipal taxes based upon the infrastructure we operate. We also pay additional fees where required when we install new pipe or initiate work to maintain existing assets. We deliver natural gas service to approximately 3.9 million customers in 313 municipalities across Ontario, through a network of 154,000 kilometers of pipeline. We complete approximately 1.2 million locate requests annually. And, in 2023, we will invest \$550 million to maintain and add customers to our natural gas system. We are a proud contributor to the communities in which we operate, and our commitment to the safe, reliable delivery of natural gas underpins everything we do.

We encourage you to call upon the Government of Ontario to enact a dedicated locator model for large infrastructure owners, and to support a phased approach to regulation adoption.

Please reach out should you have any questions.

Sincerely,



Murray Costello, P.Eng.
Director, Southwest Region Operations

ENBRIDGE GAS INC.
TEL: 519-885-7425 | CELL: 819-635-3984 |
murray.costello@enbridge.com
603 Kumpf Drive, Waterloo, ON N2J 4A4



Mike McGivery
Director, Distribution Protection

ENBRIDGE GAS INC.
TEL: 416-758-4330 | CELL: 416-434-7920 |
michael.mcgivery@enbridge.com
500 Consumers Road, North York, Ontario M2J 1P8

CC: Hon. Todd Smith, Minister of Energy
Hon. Kaleed Rasheed, Minister of Public and Business Service Delivery
Colin Best, President, Association of Municipalities of Ontario



Request to Council: Declaration of Pride Month and Raising of Pride Flag

Dear Council Members,

**DATE:
May 1, 2023**

On behalf of Huron County Pride, I am writing to you to request the rainbow Pride flag be flown in our community during the month of June and officially declare the month of June as Pride Month. This is an important step to show your support for the 2SLGBTQIA+ community and recognize their contributions in our municipality.

Raising the Pride flag would send a message of inclusivity, diversity, and acceptance to all members of 2SLGBTQIA+ community and it would also be a reminder that you are committed to promoting equality and respect for all people.

The month of June is recognized worldwide as Pride Month, commemorating the Stonewall Riots that took place in New York City on June 28, 1969. Since then, the month has been a time to celebrate the achievements and contributions of the 2SLGBTQIA+ community, as well as raise awareness about ongoing issues we face – such as over representation in many local issues such as homelessness, poverty, discrimination, bullying and more.

Raising a piece of fabric on a pole and written statement recognizing Pride Month may seem like small and simple gestures but these actions are not only celebrating the rights and struggles of the 2SLGBTQIA+ community but also recognizing the need to work towards a more inclusive and accepting society.

Founded in 2022, Huron County Pride is a volunteer-run organization that provides 2SLGBTQIA + programming, resources, and education to cultivate a positive community; educate on, and advocate for gender and sexually diverse individuals; and promote inclusion. Our Vision is for Huron County to be a place where regardless of sexual orientation and/or gender identity, everyone will be safe, equal, and a valued part of the community. With your support, we can achieve our vision.

Our organization is happy to have an in-depth conversation about our request if council members wish to learn more. We are also here to support Council members and staff in becoming more 2SLGBTQIA+ inclusive on year-round. Never hesitate to reach out to see how we can support.

I hope you will consider Huron County Pride's request and take action to raise the Pride flag in our community for the month of June and declare June 2023 as Pride Month.

Yours in Pride,

Tim Damon (he/him)
Chair, Huron County Pride
pridehuroncounty@gmail.com
huroncountypride.ca



Coalition for Huron Injury Prevention: CHIP
Wednesday, April 12, 2023 Minutes

Zoom Link

<https://us02web.zoom.us/j/89319380907>

Password: chip

Minute Taker: Wayne Forster, ACW

In Attendance: Gloria Wilbee, Ric McBurney, Imran Khalid, Shanna Cardno, Craig Soldan, Sean Wraight, Greg Lamport

Regrets: Jodi Snell

1. Welcome and call to order by Chair

2. Agenda

2.1 Additions to the Agenda

2.2 Adoption of the Agenda

Motion to adopt Agenda: Wayne **Seconded:** Gloria **Disposition:** Carried

3. Review of Minutes of March 8, 2023 Meeting

3.1 Additions/Revisions

3.2 Approval of Minutes

Motion to approve Minutes: Craig **Seconded:** Gloria **Disposition:** Carried

4. Financial Reports and Updates (HPPH)

The balance is \$6,579.26

Motion to approve: Gloria **Seconded:** Wayne **Disposition:** Carried

5. Business Arising

5.1 Review and Update TOR – Shanna (HPPH)

- Updates have been made to 'meeting frequency' section to reflect the group's preference to continue with virtual meetings opposed to in-person.
- Shanna will continue to send out the draft TOR with the agenda/minutes and if anyone has suggested revisions please let her know.
- We will aim to approve TOR at our June meeting.



6. Organizational Round Table Updates

6.1 ACW

- Gravel and paving tenders approved
- Will be completing a road study on the “poorer” roads using radar

6.2 Bluewater

- Council is looking at lowering speed limits within town of Bayfield. Hopeful this will promote pedestrian safety as there are not many sidewalks in town.

6.3 Huron East

- Budget is in process. Looking at implementing a new 20-year projection on the budget with a focus on sustaining benefits. This will be in addition to the 5-year projection.
- Recently completed an AMO training session

6.4 Huron Perth Public Health

- Working on a plan to pull together some road safety experts from both Huron and Perth for a meeting – hoping for some time in May. Purpose of the meeting is information gathering so HPPH can understand the scope of road safety in both counties and where additional opportunities may lie for working with partners on priorities. Hoping to include some representatives from CHIP. If anyone else comes to mind that HPPH should consider including in this outreach, please let Shanna know.

6.5 Huron County Public Works

- PW is busy with many construction projects getting underway. One project includes looking at upsizing some stop signs at intersections.
- Traffic technologist is working on getting the radar speed signs circulating again beginning in May. There are approx. 10 signs to go between municipalities.

6.6 Huron OPP

- Spring seatbelt initiative was held over Easter weekend. Huron OPP laid 17 seatbelt offences which put us 2nd highest in the Southwest region. Only 3 MVC's over the long weekend which resulted in property damage only.
- Huron is 1st in the region for RIDE checks so far in 2023. These will continue to be ongoing and we should see even more police presence on the road as Huron recently welcomed many new OPP hires.
- Craig is able to request general data from OPP Regional Analyst for CHIPs use. However, if individual municipalities are looking for collision data specific to their municipality, this must be requested through MTO.



6.7 Ministry of Transportation Ontario

1. Community Partnership Grants (RSCPP 2022 – 23)

The annual Road Safety Community Partnership Grant Program (**RSCPP**) will soon open for this fiscal year 2023 – April 2024. It is anticipated to launch in May and will close at the end of June. Once again using online Transfer Payment Ontario Grants Portal (TPON). The Minister's Office has now approved all transfer payments. I will inform all partner groups when this grant opportunity opens to everyone in 2023.

*As always, **all** non-profit road safe organizations and groups will be invited to participate to fund road safety related initiatives in their area should they elect to pursue this opportunity.
(Additional updated information will be forthcoming when the grant becomes available.)

Grant Description

The Road Safety Community Partnership Program demonstrates government commitment to road safety by providing funding to a network of provincial non-profit organizations with road safety mandates.

The program supports public awareness initiatives, campaigns or events that address road safety and priority issues such as aggressive driving, pedestrian safety, distracted driving, impaired driving and cycling safety.

The program reinforces measures aimed at positively influencing transportation user behaviour and raising awareness of MTO policies and legislation to keep Ontario's roads safe at a grassroots level. This funding can be used to promote road safety awareness by:

- increasing knowledge of road safety issues
- influencing transportation user behaviour
- supporting legislative and regulatory compliance

Public Outreach and Education Office

POEO@ontario.ca

Phone: 437-243-8514

2. Follow us (MTO) on Social Media. Twitter and Facebook @ONtransport - for Road Safety Messaging, MTO Announcements and Virtual Webinar Information is posted frequently.

*Important for all partners and stakeholders to follow us in these virtual locations for related MTO announcements. I will follow up directly for sharing of relevant shareable content when it is available.



3. The following is information that can be shared with members of the public in your jurisdictions. **Follow us on Facebook and Twitter** (see above) for times and dates of related topic areas. Please share those posts when you can.



The Public Outreach and Education Office of the Ministry of Transportation continues to share our transportation safety webinars.

These live webinars are designed to provide all Ontarians with the knowledge and awareness to help keep themselves, and other road users safe. They are a great way to obtain road safety education on a variety of topics.

Please feel free to share this to help promote these upcoming webinars. **For all 2023 transportation safety webinars, a calendar is included.**

REGISTER NOW – Spots are limited

Distracted Driving in Ontario

Know what counts as distracted driving – and the penalties you could face for it – before you get behind the wheel. Join the Ministry of Transportation to learn about other distracting behaviours and tips on how you can reduce distraction while driving.

Applying for Your Ontario Driver's Licence

How to apply for a G or M class licence and requirements for each stage of the Graduated Licensing System. Join the Ministry of Transportation to learn how best to prepare for testing and the rules that apply to young and novice drivers.

Ontario senior licence renewal for drivers 80 and older

Drivers 80 and over must renew their licence every two years. Join the Ministry of Transportation for the following webinar to learn more about the process.

Choosing the right child car seat for use in Ontario

Join a certified Child Passenger Safety Technician from the Ministry of Transportation to learn about child car seat requirements and the proper use and installation.



Sharing the Road with Vulnerable Road Users

Road safety is a shared responsibility. We all have a role to play and understanding that is important. Join the Ministry of Transportation to learn about sharing and enjoying the road in urban and rural environments with bicycles, farm equipment, school buses and large vehicles.

Speeding and Aggressive Driving in Ontario

The term 'aggressive driving' covers a range of unsafe driving behaviours. Join the Ministry of Transportation to learn about what constitutes 'aggressive driving', where the law applies, and associated penalties.

4. MTO Road Safety Achievement Awards – Nominations will launch in May of this year when full information on the program will be announced. The nomination window will close in August. This information will be shared via email and through social channels.

6.8 Morris-Turnberry

- No update

6.9 North Huron

- Just finished budget

7 New Business

7.1 2023 Tentative Plan – Shanna (HPPH)

- Shanna shared a tentative action plan for CHIP for 2023-2024 that was drafted after our previous discussion on possible road safety priorities. A very long list of priorities came out of this discussion – approx. 8-9 topic areas. With consideration for capacity, as a group we will pick approx. 2 priorities to focus on to ensure we can keep our actions both manageable and tangible.
- As a next step, Shanna will send out a survey via email to all CHIP members. If everyone is able to fill out the survey and identify the priorities most important to them, we will be able to streamline our efforts better.
- Once we have picked our priorities, we can begin to brainstorm and plan projects to address these issues. Shanna shared an example of a potential MADD campaign for impaired driving if this is a priority area that the group selects. Please continue to think about and share with the group any potential projects that come to mind.

8 Correspondence

- Shanna and Imran to connect re. ATV map project (continuation from 2022)

9 Meeting Summary:

- a) Input to determine 2023/2024 CHIP priorities
- b) Consider potential road safety projects
- c)



8 Parking Lot

8.1 Continue to review Terms of Reference

8.2 Membership – who is potentially missing? (e.g., MADD, other municipalities)

9 Next meeting: May 10, 2023

Minutes Taker: HPPH

Motion to Adjourn: Wayne **Seconded:** Craig **Disposition:** Carried

Future meeting dates:

Municipality / Organization - Minutes Taker	Date	Notes
Huron East	February 8, 2023	
Ministry of Transportation	March 8, 2023	
ACW	April 12, 2023	
HPPH Coordinator	May 10, 2023	
Huron County Public Works	June 14, 2023	
Bluewater	September 13, 2023	
Morris-Turnberry	October 11, 2023	
North Huron	November 8, 2023	
OPP	December 13, 2023	



Membership Minutes

Membership Meeting #5-2023

April 19, 2023

Members Present: Alison Lobb, Andrew Fournier, Ed McGugan,
Alvin McLellan, Matt Duncan, Anita van Hittersum, Evan Hickey,
Sharen Zinn, Ed Podniewicz

Members Absent: Megan Gibson, Myles Murdock

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Stewart Lockie, Conservation Areas Coordinator
Patrick Huber-Kidby, Planning/Regs. Supervisor
Jeff Winzenried, Flood Forecasting Supervisor
Jayne Thompson, Communications-IT-GIS Coordinator
Donna Clarkson, Maitland Source Protection

Others Present: Cory Bilyea, Wingham Advance Times

1. Call to Order

Chair Duncan welcomed everyone, called the meeting to order at 7:00 p.m. and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #4-2023 held on March 15, 2023 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #34-23

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT the minutes from the General Membership Meeting #4-2023 held on March 15, 2023 be approved.

(carried)

4. Business out of the Minutes:

- a) North Perth Flood Plain Mapping Project-RFP Results: Report #20-2023

Report #20-2023 was presented to the members and the following motion was made:

Motion FA #35-23

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT the Members award the North Perth Floodplain Mapping Update project to Aquafor Beech Ltd. and enter into an agreement as per the proposal dated March 23, 2023.

(carried)

5. Business Requiring Decision and or Direction:

- a) Shoreline Hazard Mapping Review of Public Consultation: Report #21-2023

Report #21-2023 was presented and the following motion was made;

Motion FA #36-23

Moved by: Evan Hickey

Seconded by: Anita van Hittersum

THAT fulfilment of MVCA's mandatory notice and public engagement requirements be recognized as outlined in Member's Report # 21-2023, but that outreach work continue and approval of the updated mapping be postponed until a future meeting.

(carried)

- b) Shoreline Mapping Project Extension: Report #22-2023

Report #22-23 was presented and the following motion was made:

Motion FA #37-23

Moved by: Evan Hickey

Seconded by: Ed McGugan

THAT MVCA's Shoreline Hazard Mapping workplan expansion is approved as outlined in Member's Report # 22-2023 & the attached workplan summary provided by Zuzek Inc.

(carried)

c) Projects/Activities for Members Information: Report #23-2023

Report #23-2023 was presented and the following motion was made:

Motion FA #38-23

Moved by: Alison Lobb

Seconded by: Evan Hickey

THAT the Members have a shoreline hazards tour as well as a tour of Wawanosh Valley Conservation Area;

AND THAT the Members have information on indigenous consultation and on soil health.
(carried)

d) Government Relations Strategy: Municipalities-MPPs-MPs: Report #24-2023

Report #24-2023 was presented and the following motion was made:

Motion FA #39-23

Moved by: Alison Lobb

Seconded by: Evan Hickey

THAT the Chair and Vice Chairs meet with MP's John Nater and Ben Lobb;

AND THAT the Chair and Vice Chairs follow up with MPP's Lisa Thompson and Matthew Rae;

AND THAT MVCA send out a newsletter to all member municipalities in June;

AND FURTHER THAT presentations be made to 8 member municipalities in 2023.

(carried)

e) Policy Options for On-Line Viewing and Recording of Meetings: Report #25-2023

Report #25-2023 was presented and the following motion was developed at the meeting:

Motion FA #40-23

Moved by: Alison Lobb

Seconded by: Ed Podniewicz

THAT MVCA will live stream member meetings but will not post recordings;

AND THAT delegations must appear in person unless there are mitigating circumstances that prevent them from attending.

(carried)

f) Awarding Contract for Renovations to Workshop: Report #26-2023

Report #26-2023 was presented and the following motion was made:

Motion FA #41-23

Moved by: Alison Lobb

Seconded by: Alvin McLellan

THAT the Members approve the tender price of \$ 115,500.00 (plus HST) submitted by DOMM Construction Ltd. for the design and build services for renovations to existing 20'x88' storage shed.

(carried)

g) MCF Annual Meeting and Funding for 2023: Report #27-2023

Report #27-2023 was presented and the following motion was made:

Motion FA #42-23

Moved by: Anita van Hittersum

Seconded by: Alvin McLellan

THAT MVCA send a letter of thanks to the MCF Board for their donation and support.

(carried)

6. Chair and Members Reports:

The Chair reported that he attended the Conservation Ontario meeting in Toronto on April 3, 2023.

7. Consent Agenda:

The following items were circulated to the Members for their information.

a) Agreements Signed-Funding Approved: Report #28-2023

b) Revenue-Expenditure Reports for March: Report #29-2023

The following motion was made:

Motion FA #43-23

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT Report #28-2023 and Report #29-2023 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

8. Adjournment: Next meeting: May 17, 2023, at 7:00 pm.

Motion FA #44-23

Moved by: Anita van Hittersum

Seconded by: Evan Hickey

THAT the Members Meeting be adjourned.

Matt Duncan
Chair

Phil Beard
General Manager / Secretary-Treasurer

Belgrave Summary (with SCADA Data)

April, 2023

WELL FLOW

		<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max:	4.11	80.79
	Average:	3.73	64.36
	Total:		1,930.75

TREATED FLOW - Discharge

	Max:	71.51	m3
	Average:	63.03	m3
	Total:	1,890.96	m3

Jane

	Max:	1.52	24.33
	Average:	1.39	16.37
	Total:		490.96

SCADA On-Line Analyzer

CL2 Residual (free):

	Max:	1.86	mg/L
	Min:	0.98	mg/L
	Average:	1.47	mg/L

Combined:

	Min:		53.31
	Max:		91.93
	Average:		80.72
	Total:		2,421.71

TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
	Max:	0.14	0.19 NTU
	Min:	0.14	0.19 NTU
	Average:	0.14	0.19 NTU
# Grab Samples:	1	1	

Treated Water Grab Residuals:

CL2 Residual (free):

	Max:	1.77	mg/L
	Min:	1.04	mg/L
	Average:	1.43	mg/L
# Grab Samples:	16		

CHEMICAL USE

Chlorine:		<u>Pump # 1</u>	<u>Pump # 2</u>
Total	Litres	0.00	86.27
Total	kg	0.00	5.61
Average, mg/L	Dosage	0.00	9.24

CHLORINATION ON DISTRIBUTION SYSTEM

Humphrey On-Line Analyzer:

CL2 Residual (free)

	Max:	1.48	mg/L
	Min:	1.42	mg/L
	Average:	1.16	mg/L

Potassium Permanganate:

Total	Litres	106.95	37.66
Total	kg	2.14	0.75
Average, mg/L	Dosage	1.19	1.16

Distribution Grab Residuals:

CL2 Residual (free)

	Max:	1.42	mg/L
	Min:	0.87	mg/L
	Average:	1.15	mg/L
# Grab Samples:	16		

BACTERIOLOGICAL TESTING

Treated Water to Distribution

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Distribution Water

Tests Done:	8
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Operators that operated the system:

Nancy Mayhew	Water Treatment - Class 2	16185	Jan 31, 2024
Gary Nicholson	Water Treatment - Class 2	95123	July 31, 2025
Ben Nethery	Water Treatment - Class 1	98589	Sept. 30, 2023
Ryan Mackay	Water Treatment - Class 1	114060	May 31, 2024

Jane Raw Water

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

McCrea Raw Water

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

Conference Report OGRA 2023

ROAD SAFETY

Talked about using graphs with traffic volume and # of collisions to identify locations with the highest Potential Safety Improvement (i.e. locations with high collision rate compared to volume), and using collision prediction models (which require collision reports to use)

-Would some sort of approach be beneficial to MT?

Talk about desensitizing to road signs *Use only when NEEDED*

Ensure sightlines are clear - be aware of suckering stumps and phragmites

Guard Rail maintenance should not be overlooked - being added to MMS

Road Safety Audits can be done, R.O.I. 3:1 as base but 10:1 is common and 50:1 in some cases. Good tool for reviewing infrastructure and building into new

A resounding thought about road safety: if Ontario was just towns without roads, and someone said they would install roads but they would kill 500+ people every year it would not be accepted. We are too accepting of the death toll of roads.

OFA

Kent (I think) provides additional 'bumper stickers' for farm implements, reflective and reads "Pass Carefully" (May be something to consider, though not sure of effectiveness)

Hydro lines and farm equipment

-Could we ask farmers if there were any areas of concern in MT?

-What would be the process to improve it if there are?

CLIMATE CHANGE IMPACTS

Asset Management can be used to plan and implement strategies for climate change

Does MT actively factor for climate change?

Brantford using 'Climate Lens' to have consideration in all matters

-monitoring GHG contributions and they report on impact on climate change

-2 parts to this; 1 new report section, 2 calculator tool (to quantify)

Brent Toderain Keynote Monday

Better streets talk - basically stated that opposite of what the Ontario Government is doing is needed to improve streets and traffic

To achieve success decision makers need to recognize good ideas and take action, not make excuses

Urbanizing should continually reduce car dependency!

NWMO Site tour

Monday afternoon I got to visit the site where NWMO is building and testing technology for the DGR. It is quite impressive to see the work and thought going into this project. They are doing things with bentonite clay forming that other countries (further in the process) thought was impossible!

They talk about the multi barrier protection, natural situations that have demonstrated effectiveness of methods to be used

I asked if both places said 'no' what then. They would go back to the longer list and ask again until they find a willing host.

*One of the explosions that happened at Fukushima was from spent fuel storage

-talking with another attendee they switched to infrared traffic counters to reduce tampering (something to consider if/when the time comes)

May 10, 2023

Please be advised that during the Regular Council meeting of May 9, 2023 the following resolution regarding the proposed new Provincial Planning Statement (PPS) was carried:

RESOLUTION NO. 2023-293

DATE: **May 9, 2023**

MOVED BY: **Councillor Hirsch**

SECONDED BY: **Councillor MacNaughton**

WHEREAS the goal of increasing housing supply and reducing barriers in planning processes as set out in the recent legislative, regulatory and policy changes, including new provisions from Bill 23, More Homes Built Faster Act, 2022 is welcomed;

WHEREAS the proposed PPS (sections 2.6 and 4.3) would dramatically remove municipal power and renders aspects of the County's Official Plan, and other official plans throughout Ontario inoperative, terminating some local planning autonomy, and directly interfering with municipalities' ability to meet local variation and unique community needs;

WHEREAS the proposed PPS changes that would allow proliferation of lots with protection restricted to specialty crop areas only diminishes the purpose, uses, and integrity of rural and agricultural lands, thereby removing protection and restricting future uses of those lands;

WHEREAS the proposed PPS changes encourage sprawl and rural roadway strip development, rather than more fiscally and environmentally sustainable practices like intensification in established settlement areas; and

WHEREAS the province has announced changes will be proposed to natural heritage (section 4.1) that have yet to be published;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Prince Edward urges the province to:

- pause proposed changes to the PPS, particularly regarding natural heritage (section 4.1) and agricultural lands (sections 2.6 and 4.3)

- reinvest trust in the local planning authority of all 444 municipalities, recognizing that each Ontario municipality has unique landscapes, different housing needs and differing visions for local planning matters;

THAT our fellow municipalities be urged to voice their concerns regarding the proposed undermining of local planning authority;

AND FURTHER THAT a copy of this resolution be sent to all 444 municipalities, The Hon. Doug Ford, Premier of Ontario, The Hon. Steve Clark, Minister of Municipal Affairs and Housing; The Hon. Lisa Thompson, Ministry of Agriculture, Food and Rural Affairs, The Hon. David Piccini, Minister of Environment, Conservation and Parks, Bay of Quinte MPP, Todd Smith, the Association of Municipalities of Ontario, the Federation of Canadian Municipalities, and the Eastern Ontario Wardens Caucus.

CARRIED

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Ferguson, Councillor Hirsch, Councillor MacNaughton & Marcia Wallace, CAO



Municipality of Tweed Council Meeting
Council Meeting



Resolution No.

328.

Title:

Proposed Resolution Re: Bell-Hydro Infrastructure

Date:

Tuesday, May 9, 2023

Moved by

J. Palmateer

Seconded by

J. DeMarsh

WHEREAS poles are essential for deployment of telecommunication and hydro networks across the Province of Ontario;

AND WHEREAS the coordination of pole infrastructure between stakeholders is necessary to limit duplication of servicing infrastructure;

AND WHEREAS the Canadian Radio-Television and Telecommunications Commission recently set expediated timelines for large telephone companies to provide competitors with access to poles to roll out networks more efficiently leading to more competition across Canada;

AND WHEREAS provincial and territorial government are being encouraged to coordinate with service providers and other stakeholders to facilitate sound network deployment;

NOW THEREFORE BE IT RESOLVED that the Municipality of Tweed calls on the Province of Ontario to facilitate, coordinate, and regulate pole deployment measures across the Province of Ontario to prevent unnecessary duplication of pole infrastructure;

AND FURTHER, that the Province of Ontario encourage Bell Canada and Hydro One to work together to provide access for poles to better service the infrastructure needs of Ontarians;

AND FURTHER, that this motion be circulated to the Premier of Ontario, the Association of Municipalities of Ontario (AMO), MPP Ric Bresee, all Ontario Municipalities for support, Bell Canada, Hydro One.

Carried

Outstanding Action Items
Open Session

May 16

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
December 6, 2022	Review cap on Cost of Living Adjustments	CAO	Staff to draft report for Council consideration		Present report to Council with options.
February 21, 2023	McCallum Resolution	CAO	Background information being gathered		Draft resolution for presentation to Council.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 17-2023

Being a by-law to provide for a drainage works in the Municipality of Morris-Turnberry in the County of Huron.

WHEREAS the Council of the Municipality of Morris-Turnberry, in the County of Huron has procured a report under section 78 of the *Drainage Act, R.S.O. 1990* for the improvement of the Ellison Municipal Drain;

AND WHEREAS the report dated February 17th, 2023, has been authored by Headway Engineering, 23-500 Fairway Road South, Suite 308, Kitchener, Ontario, and said report is attached hereto and forms part of this by-law.

AND WHEREAS the estimated total cost of constructing the drainage works is \$ 263,300.00.

AND WHEREAS the Council of the Municipality of Morris-Turnberry is of the opinion that the drainage of the area is desirable;

NOW THEREFORE, the Council of the Corporation of the Municipality pursuant to the Drainage Act enacts as follows:

1. Authorization

The attached report is adopted. The drainage works are authorized and shall be completed as specified in the report.

2. Borrowing

The Corporation of the Municipality of Morris-Turnberry may borrow on the credit of the Corporation the amount of \$ 263,300.00 being the amount necessary for the construction of the Drainage Works.

This project will be debentured.

3. Debentures

The corporation may issue debentures for the amount borrowed less the total amount of:

- a. grants received under Section 85 of the Act;
- b. commuted payments made in respect of lands and roads assessed within the municipality;
- c. money paid under subsection 61 (3) of the Act; and
- d. money assessed in and payable by another municipality,

4. Payment

Such debenture(s) shall be made payable within three (3) years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- a. All assessments of \$1,000.00 or less are payable in the first year in which the assessment is imposed.
- b. All assessments under \$10.00 shall be added to the municipal tax roll to be collected in the same manner and at the same time as other taxes collected.

5. Citation

This By-law comes into force on the final passing thereof, and may be cited as the “Schwartzentruber Municipal Drain 2023 By-law.”

Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this 7th day of March 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Read a THIRD time and FINALLY PASSED this 16th day of May, 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 29-2023

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on May 16, 2023.

WHEREAS Section 9 of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 5 (3) of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the May 16th, 2023, meeting be confirmed and adopted by By-law;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 16th day of May 2023, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 16th day of May 2023

Read a THIRD time and FINALLY PASSED this 16th day of May 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam