



**CORPORATION OF THE TOWNSHIP OF PRINCE
REGULAR MEETING AGENDA– TUESDAY NOVEMBER 14TH 2023 – 6:45 PM
COMMUNITY HALL**

YouTube Stream:

<https://www.youtube.com/channel/UCXfSxIYppiNWde85MELeuQ>

Land Acknowledgement:

It is important that we acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of the Garden River First Nation, Batchewana First Nation, and the Historic Sault Ste. Marie Metis Council. We should and will honor and respect these Indigenous people as the ancestors and traditional stewards of the land upon which we stand today. May our relationships with the land teach us to live and work in good relationship with one another.

AGENDA

1. Call to order

2. Approve Agenda

Resolution 2023-225

Be it resolved that Council approves the agenda.

Moved By: _____ **Seconded By:** _____

3. Disclosure of Pecuniary Interest

4. Minutes of Previous Meeting:

Resolution 2023-226

Be it resolved that the minutes of the following meetings be approved.

a) Minutes of Regular Meeting October 10th, 2023

Moved By: _____ **Seconded By:** _____

5. Questions and Information Arising out of Minutes not Otherwise on Agenda

6. Petitions and/or delegations

Resolution 2023-227

Be it resolved that Council approves Chris Gillespie’s proposal to re-surface the Gros Cap Park basketball court for \$3,300 (+applicable taxes) as a donation. Tax receipt to be provided.

Moved By: _____ **Seconded By:** _____

7. Staff Reports

Resolution 2023-228

Be it resolved that the following staff reports be accepted as information:

- a) Fire Chief’s October 2023 Report

Moved By: _____ **Seconded By:** _____

Resolution 2023-229

Be it resolved that the following staff reports be accepted as information:

- b) CAO Report – Revenue and Expenditure Report October 2023

Moved By: _____ **Seconded By:** _____

8. Planning

9. By-Laws

Resolution 2023-230

Be it resolved that the following by-laws be approved by Council:

- a. By-law 2023-24 Bullying and Harassment Policy

Moved By: _____ **Seconded By:** _____

Resolution 2023-231

- b. By-law 2023-25 Conservation Authority Agreement

Moved By: _____ **Seconded By:** _____

Resolution 2023-232

- c. By-Law 2023-26 Fire Department Regulating By-law

Moved By: _____ **Seconded By:** _____

Resolution 2023-233

- d. By-Law 2023-27 Citizen Complaint Policy

Moved By: _____ **Seconded By:** _____

Resolution 2023-234

- e. By-Law 2023-28 MPAC Data Sharing Agreement

Moved By: _____

Seconded By: _____

10. Notice and Notice of Motions

11. Correspondence

12. Minutes of Boards and Committee

Resolution 2023-236

Be it resolved that the minutes of the Recreation Committee Meeting of September 18th, 2023, be accepted as information.

Moved By: _____

Seconded By: _____

13. New Business

Resolution 2023-237

- a) Be it resolved Prince Township Declares gender-based and intimate partner violence an epidemic.

Moved By: _____

Seconded By: _____

Resolution 2023-238

- b) Be it resolved the Fire Hall floor epoxy contract be awarded to 'The Epoxy Company' with the winning bid as per the tender process.

Moved By: _____

Seconded By: _____

14. Closed Sessions

Resolution 2023-239

Be it resolved that the matters discussed at the Closed Sessions of Council held on October 10th 2023 be accepted as information.

Moved By: _____

Seconded By: _____

MOVE INTO CLOSED SESSION – ADJOURNMENT TO FOLLOW

15. Closed Session

Resolution 2023-240

Be it resolved that this Council move into the Closed Session at _____ to consider:

Pursuant to the Municipal Act, section 239 (2).

(b) personal matters about an identifiable individual, including municipal or local board employees;

(d) labour relations or employee negotiations;

Further be it resolved that should the said Closed Session be adjourned, the Council may

reconvene in closed session to discuss the same matters without the need for a further authorizing resolution.

For the consideration of:

- a) Pay Equity Maintenance Plan
- b) Compensation and Pay Equity Report
- c) Administrative Staff Composition

Moved By: _____ **Seconded By:** _____

Resolution 2023-241

Be it resolved that this Council move out of closed session back into open session.

Moved By: _____ **Seconded By:** _____

a) Pay Equity Maintenance Plan

Resolution 2023-242

Results of Pay Equity Study

Be it resolved that Council approve the Pay Equity Maintenance Plan from January 1, 2022, to December 31, 2023.

Moved By: _____ **Seconded By:** _____

b) Compensation and Pay Equity Report

Resolution 2023-243

Be it resolved that Council accept the Compensation and Pay Equity Report.

Moved By: _____ **Seconded By:** _____

c) Administrative Composition

Resolution 2023-244

Be it resolved that Council moves forward with the recruitment _____ (position title to be identified as resolution is read)

Moved By: _____ **Seconded By:** _____

16. Confirmatory By-Law- 2023-29

Resolution 2023 – 245

Be it resolved that the confirmatory bylaw 2023-29 be approved.

Moved By: _____ **Seconded By:** _____

17. Adjournment.

Resolution 2023 – 246

Be it resolved that this Council hereby adjourns at ____ p.m. until Tuesday December 12th, 2023, or at the call of the chair.

Moved By: _____ **Seconded By:** _____



**CORPORATION OF THE TOWNSHIP OF PRINCE
REGULAR MEETING MINUTES – OCTOBER 10, 2023 – 6:45-7:20 PM
COMMUNITY HALL**

Present:

Council:	Melanie Mick Jane Weir Margaret Christensen
Deputy Mayor:	Eugene Caputo
Clerk:	Steve Hemsworth
Staff:	Sam Carolei, Antoinette Blunt
Media:	Margaret LeHaye
Public:	Rose Zgara, Mary Moore

1. Call to order
2. Approve Agenda
3. Disclosure of Pecuniary Interest
4. Minutes of Previous Meeting:
Resolution 2023-217

Moved by: Margaret Christenson

Seconded By: Melanie Mick

Be it resolved that the minutes of the meetings on September 19th and September 26th 2023, and any addendums as presented. (Carried)

5. Questions and Information Arising out of Minutes not Otherwise on Agenda
6. Petitions and/or delegations
7. Staff Reports
Resolution 2023-218

Moved by: Jane Weir

Seconded by: Melanie Mick

Be it resolved that the following Staff Reports be accepted as information: Fire Chief Report, Public Works Report, CAO September Revenue and Expenditure Reports, CAO 2023 Budget Reports.

8. Planning

9. By-Laws

Resolution 2023-219

Moved by: Jane Weir

Seconded by: Melanie Mick

Be it resolved that this Council hereby accepts by-law 2023-21 Tax Ratios and by-law 2023-22 Set Levy Rates as presented. (Carried)

10. Notice and Notice of Motions

11. Correspondence

12. Minutes of Boards and Committee

Resolution 2023-220

Moved by: Jane Weir

Seconded by: Melanie Mick

Be it resolved that this Council hereby accepts the Recreation Committee Meeting Minutes of September 18th, 2023, as presented. (Carried)

13. New Business

14. Closed Sessions

Resolution 2023-221

Moved by: Melanie Mick

Seconded by: Margaret Christenson

Be it resolved that this Council hereby accepts the matters discussed at the Closed Sessions of Council held on September 19th and September 26th, 2023, as information. (Carried)

15. Closed Sessions

Resolution 2023-222

Be it resolved that this Council moved into Closed Session to consider items concerning labour relations or employee negotiations, (*Municipal Act*, section 239 (2)).

Further be it resolved that should the said Closed Session be adjourned, the Council may reconvene in closed session to discuss the same matters without the need for a further authorizing resolution. (Carried)

16. Confirmatory By-Law- 2023-23

Resolution 2023 – 223

Moved by: Melanie Mick

Seconded by: Margaret Christenson

Be it resolved that the confirmatory bylaw be approved as follows:

BEING A BY-LAW to confirm proceedings of the meetings of Council, September 19th and September 26th of 2023

WHEREAS Section 5(3) of the Municipal Act, R.S.O. 2001, as amended requires a municipal council to exercise its power by bylaw except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual by-law;

THE COUNCIL of THE CORPORATION of PRINCE HEREBY ENACTS AS FOLLOWS:

THAT the action of the Council at its meetings of September 19th and September 26th, in respect to each motion, resolution and other action passed and taken by the Council at its said meetings, are, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified, and confirmed.

1. THAT the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the Corporate Seal to all such documents as required.

READ and passed in open Council this 10th day of October 2023. (Carried)

17. Adjournment.

Resolution 2023 – 224

Moved by: Melanie Mick

Seconded by: Jane Weir

Be it resolved that this Council hereby adjourns at 7:20 p.m. until Tuesday November 16th, 2023, or at the call of the chair. (Carried)



COUNCIL REPORT

Date: November 8, 2023	Date Presented: November 14, 2023
Prepared By: Steve Hemsworth	Rank: Fire Chief

Operations

Responses for October	2023 Total
Medical – 0	8
Fires – 0	4
MVA – 0	4
Other- 0	2

Personnel

No change.

Training

Firefighters had the opportunity to train in the Ontario Fire College Mobile Live Fire Training Unit during the first week of October.

On October 21, 2023 AIM Recycling on Carpin Beach Road provided their facilities and six cars for the fire department to train on auto extrication.

Equipment

After the delivery of our new pumper bids were advertised on the township website and township and fire department facebook pages for the sale of our old pumper. Keith Horner was the winning bid at \$7100.00. The money has been placed in the fire donations account.

In the 2023 budget, \$35,000.00 was earmarked for painting, drywall repairs, floor sealing and a community risk assessment. A request for tenders was issued and posted to Construct Connect, Bids and Tenders and the township website. The only quote that was received was from the Epoxy Company at \$32,995.00 (see quote under New Business).

Fire Prevention

On October 17, 2023 Prince Township Firefighters partnered with the Prince Township Recreation Committee to host Prince's Story Time. Two of our firefighters read The Fire Station by Robert Munsch to kids who then had the opportunity to see our trucks and equipment that we use.

Fire safety and prevention messaging is continuing to be distributed on the departments Facebook and Instagram social media accounts.

October 2023 Expenditure Report			
Cheque	Vendor	Description	Amount
14263-14286	Employee Payroll	October Payroll	\$27,772.96
10782	The Royal Canadian Legion Branch 25	Sponsored 24" wreath with easel	\$150.00
10783	NOGDAWINDAMIN FAMILY AND COMMUNITY SERVICES	Donation - Annual Alternative Care Appreciation Event & Awards 2023	\$100.00
10784	Receiver General	Sept. 2023 Payroll Liabilities - IT, CPP, EI	\$6,560.14
10785	Archibald Bros.	Grading, Ditching, Culvert Removal & Install	\$3,186.60
10786	City of Sault Ste Marie	Municipal Administration Program - Staff Education	\$536.75
10787	Lyons TIM-BR Mart	Sealant for Museum Project, spray foam & shelf bracket	\$91.79
10788	Public Utilities Corporation	Monthly Hydrant charges, electricity for muesem, library, office, pavillion,LED gateway	\$2,204.95
10789	Spectrum Group	Monthly Tower Rental - Prince Lake	\$367.25
10790	WirelessCom Ca Inc.	External hard drive data storage, tech support, phone and internet services, domain name for website	\$3,743.39
10791	Airways General Store	Fuel for pumper and chevy, creamer for rec events,	\$495.31
10792	Algoma District School Board	2022 - Balance due Dec. 31, 2022	\$12.69
10793	Minister of Finance - Ontario	MNR Fire Protection	\$7,173.56
10794	Federation of Northern Ontario Municipalities	2023 FONOM Membership	\$176.40
10795	Ironside Consulting Services Inc.	Legal Fees - Re: Termination & Release, CAO Recruitment, Special Mtgs, Drafting, professional fees, consulting	\$15,709.36
10796	Pioneer Construction Inc.	Cold Patch -Baseline-Gagnon & Ironside Dr.	\$284.82
10797	Lorraine Mousseau	2 Name Plates for Council & monthly Microsoft Fee	\$38.38
10798	Steve Rouble	Oct 6, 2023 - Survey for Monument at Hill Side Cemetery	\$50.00
10799	Leslie Cassidy-Amadio	30 years of Service on Fire Dept.	\$200.00
10800	Topline Electric Limited	Repair outlet in resource centre	\$189.84
10801	GFL Environmental Inc.	Garbage Disposal	\$3,962.91
10802	Enzo Palumbo	ADMA lunch	\$15.00
10803	Vulcan Fire & Safety Systems Ltd.	Annual Fire Alarm , Extinguishers & Emergency Lighting Inspection	\$996.66
10804	Steve Hemsworth	Police Criminal Check, Training Meals & Office Training	\$869.77
10805	ENBRIDGE GAS INC.	Sept 20, 2023 - Community Centre Fuel	\$192.34
10806	Collabria Visa	Balance of Visa Card	\$11.92
10807	TIFFANY BAXTER	Exit sign bulbs & bolts, chain etc. pavilion repairs	\$139.57
10808	MARGARET CHRISTENSON	Halloween Candy for Rec Committee Movie Night	\$28.23
10809	KEVIN HOBBS	Meiter Saw, Marina Repairs,Chains etc.	\$578.14
10810	NORTHERN FENCING & CONTRACTING INC.	Water Down - Walls Road	\$3,072.47
10811	SPORTSCENTER BAR & GRILL LTD.	Pizza for Children's Halloween Party	\$214.60
10812	SERENA MADONNA	Rec Committee Fog machine & Fog Fluid	\$120.88
10813	EMMA STAFFORD	Sept 25, 2023 - Vendor Show Refund	\$15.00
10814	LINDSAY PALUMBO	Oct 2, 2023 - Vendor Show Refund	\$15.00
10815	District of Sault Ste. Marie Social Services Board	4th 2023 - 4th Quarter Installment - Social Service	\$116,629.00
10816	Kristi LaForrest	Oct 23, 2023 - Items for movie nights & halloween rec. committee events	\$118.68
10817	AMCTO - Zone 7	Nov. 2-3, 2023 - AMCTO Zone 7 Fall 2023 Workshop	\$125.00
10818	Avery Construction	Supply & Deliver 4 loads of Granular "A"	\$1,787.13
10819	City of Sault Ste Marie	July and August Police Services	\$37,009.78
10820	Lyons TIM-BR Mart	Enamel Paint	\$20.83
10821	Spectrum Group	Pager Batteries	\$345.40
10822	WirelessCom Ca Inc.	Microsoft Office 365 6 Pack Licence	\$127.69
10823	Reliance Home Comfort	Water Heater Rental - Aug. - Nov. 2023	\$65.52
10824	Ironside Consulting Services Inc.	Professional fees - Salary Scales , Pay Equity, etc	\$5,085.00
10825	Parent/Child Resource Centre	Sept 25, 2023 - 2023 Canada Summer Student Funding	\$4,340.00
10826	BDO Canada LLP	Interim billing for Dec. 31, 2022 year end	\$18,136.50
10827	Sling-Choker Mfg (Sault) Ltd.	Pin Screw Shackles for Marina Docks	\$22.65
10828	Krown Rust Control & Lube Centre	Krown Rust Control- 2023 Freightliner	\$327.70
10829	T and T Promotional Products	Security Badges & Business Cards	\$290.32
10830	Leppert Business Systems Inc.	Postage Machine Ink	\$258.77
10831	Donald Mousseau	Oct 15, 2023 - Office improvements - door, blinds, removal of shelves, etc	\$440.00
10832	Stephen Turco, RPP	Planning Consultant	\$840.00
10833	A. J. Stone Company Ltd.	Bunker Gear - 1 set	\$3,514.30
10834	ALGOMA MASK FITTING	Mask Fit Testing	\$240.00
10835	TIFFANY BAXTER	plexiglass for muesem shed, pavillion door handle, lock, lumber to make benches	\$890.13
10836	KEVIN HOBBS	Miter Saw Stand, Seafoam & Office Coffee	\$223.70
	Total		\$270,114.78

October 2023 Revenue Report			
Item	Description	Account	Totals
Government of Canada	Canada Summer Jobs 2023	Canada Summer Jobs	\$4,340.00
Fire Truck	Sale of Fire old Fire Truck	Fire Donations and Miscellaneous	\$7,100.00
Fire Permits	Fire permit 2023-179	Fire Permits	\$20.00
Government of Canada	Summer Students	Government Miscellaneous	\$6,510.00
Lawyer's Fees	Tax Certificate	Tax Certificate	\$50.00
Recreation	Vendor Show	Recreation Revenue	\$60.00
US Funds	US Funds	Service Charge	\$50.00
Roads	Civic Street Address Sign	Misc. Revenue Roads	\$30.00
Parent Child Resource Centre	Oct 2023 OMERS Reimbursement	Parent/Child Resource Centre	\$3,654.40
Parent Child Resource Centre	WSIB - Third Quarter	Parent/Child Resource Centre	\$2,526.23
Ontario Municipal Partnership Fund	OMPF 4th Quarter 2023 Payment	Municipal /Provincial Grant	\$47,450.00
Hall Rentals	Hall Rentals	Hall Rentals	\$1,154.00
		Subtotal	\$72,944.63
Property Taxation	Property Taxes	Total	\$280,257.94
Total			\$353,202.57



By-Law 2023-24

SECTION:	HEALTH AND SAFETY BULLYING, HARASSMENT AND VIOLENCE PREVENTION IN THE WORKPLACE
DATE APPROVED:	14 NOVEMBER 2023
DATE LAST REVISED:	12 OCTOBER 2023
DATE LAST REVIEWED:	12 OCTOBER 2023

POLICY

Prince Township believes that all employees should be able to work in a safe and healthy workplace and as such, makes every effort to eliminate or minimize the risk to employees of bullying, harassment, sexual harassment, and violence, in the workplace. Prince Township understands that employees have the right to refuse work if they have a reason to believe they are in danger of workplace violence.

Prince Township will ensure that this policy and the supporting program are implemented and maintained. In addition, the employer will ensure that all employees and supervisors have the appropriate information and instruction to protect them from bullying, harassment, sexual harassment, and violence in the workplace.

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and that workers have the information they need to protect themselves.

Every employee must work in compliance with this policy and the supporting procedure/program and are encouraged to raise any concerns about workplace bullying, harassment and/or violence and to report any incident, violent incidents, or threats.

RATIONALE:

Violent behaviour in the workplace is unacceptable from anyone. Everyone is expected to uphold this policy and to work together to prevent workplace bullying, harassment, and violence. The procedure/program that implements this policy includes measures and procedures to protect workers from workplace bullying, harassment, sexual harassment, and/or violence, a means of summoning immediate assistance and a process for workers to report incidents or raise concerns.

Prince Township complies with the Occupational Health and Safety Act, R.S.O. 1990¹ (Violence and Harassment in the Workplace), 2009, by identifying hazards, ensuring controls are in place and providing training to all employees exposed to or at risk of workplace bullying, harassment and/or violence.

¹ [Occupational Health and Safety Act, R.S.O. 1990, c. O.1 \(ontario.ca\)](https://www.ontario.ca/laws/statutes/90/ohsa.html)

BACKGROUND INFORMATION:

Effective September 8, 2016, the Occupational Health and Safety Act amended the definition of **workplace harassment** and adds a definition of **workplace sexual harassment** in section 1:

“Workplace harassment” means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- workplace sexual harassment.

Another amendment is that a reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

“Workplace sexual harassment” means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Effective September 8, 2016, Sections 32.0.6 (1) and (2) includes:

- An employer shall, in consultation with the committee or a health and safety representative, if any, develop and maintain a written program to implement the policy with respect to workplace harassment.
- Includes measures and procedures for workers to report incidents of workplace harassment to a person other than the employer or supervisor, if the employer or supervisor is the alleged harasser.
- Sets out how incidents or complaints of workplace harassment will be investigated and dealt with.
- Sets out how information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law.
- Sets out how a worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, will be informed of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation.

- and any prescribed elements.

Section 32.0.7 protects a worker from workplace harassment and requires the employer to carry out other duties to ensure that:

- An investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances.
- The worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation.
- The program developed under section 32.0.6 is reviewed as often as necessary, but at least annually, to ensure that it adequately implements the policy with respect to workplace harassment.

The results of the investigation and any report created in the course of or for the purposes of the investigation are not reports respecting occupational health and safety for the purposes of subsection 25 (2) of the Act.

And in section 32.0.8, that require the employer to provide a worker, in addition to any other prescribed information, with:

- Information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment; and

Order for workplace harassment investigation, in a new section 55.3:

- An inspector from the Ministry of Labour may order in writing, an employer to cause an investigation to be conducted at the expense of the employer, by an impartial person possessing such knowledge, experience or qualifications as are specified by the inspector and to obtain, at the expense of the employer, a written report by that person. Again, this report is not a report respecting occupational health and safety for the purposes of subsection 25 (2) of the Act.

Workplace Harassment includes comments or conduct that typically happens more than once and could occur over a relatively short period of time; (for example, for one day) or over a longer period of time; (weeks, months, or years). Workplace harassment can involve unwelcomed words or actions that are known or should be known to be offensive, embarrassing, humiliating, or demeaning to a worker or group of workers. It can also include behaviour that intimidates, isolates, or even discriminates against the targeted individual(s). Workplace harassment often involves repeated words or actions, or a pattern of behaviours, against a worker or group of workers in the workplace that are unwelcome. In addition, workplace harassment could include making remarks, jokes or innuendos that demean, ridicule, intimidate, or offend; displaying or circulating offensive pictures or materials in print or electronic form; bullying; repeated offensive or intimidating phone calls or e-mails; or inappropriate sexual touching, advances, suggestions, or requests. This definition of workplace harassment is broad enough to include harassment prohibited under Ontario's Human Rights Code R.S.O. 1990², as well as what is often called "psychological harassment" or "personal harassment."

² [Human Rights Code, R.S.O. 1990, c. H.19 \(ontario.ca\)](#)

The Occupational Health and Safety Act, R.S.O. 1990³, defines **workplace violence in Section 1. (1)**:

“Workplace violence” means,

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- (b) an attempt to exercise physical force against a worker in a workplace, that could cause physical injury to the worker.
- (c) and a statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

[Key Terms and Concepts of Workplace Harassment and Violence](#)

The Ontario Ministry of Labour defines the key terms and concepts of workplace harassment and violence.

The definition of workplace violence is broad enough to include acts that would constitute offences under Canada’s Criminal Code. Examples of workplace violence include verbally threatening to attack a worker; leaving threatening notes or sending threatening e-mails to a workplace; shaking a fist in a worker’s face; wielding a weapon at work; hitting or trying to hit a worker; throwing an object at a worker; sexual violence against a worker; kicking an object the worker is standing on such as a ladder; or trying to run down a worker using a vehicle or equipment such as a forklift.

[What if a worker is accidentally pushed or hurt?](#)

Accidental situations – such as a worker tripping over an object and pushing a co-worker as a result, are not meant to be included.

[Does the person need to intend to hurt the worker?](#)

For workplace violence to occur, a person must apply or attempt to apply physical force against a worker. However, he or she does not need to have the capacity to appreciate that these actions could cause physical harm.

For example, a person may have a medical condition that causes them to act out physically in response to a stimulus in their environment. This would still be considered workplace violence.

In addition, workplace violence would include situations where two non-workers (patients for example), are fighting and a worker is injured when he or she intervenes. The non-workers may not have intended for their violence to spill over to anyone else, but they used physical force, which could ultimately cause physical injury to a worker.

³ [Occupational Health and Safety Act, R.S.O. 1990, c. O.1 \(ontario.ca\)](#)

Employers would be expected to take these situations into account when assessing the risks of workplace violence and when dealing with incidents. They would be required to establish measures and procedures to protect workers from this type of behaviour.

PROCEDURE:

For further information see Ministry of Labour:

<https://www.labour.gov.on.ca/english/hs/pubs/wpvh/harassment.php>

1. The Employer's Responsibilities include:
 - a. Provide a safe, healthy, and bullying, harassment and violence-free workplace.
 - b. Dedicate sufficient attention, resources, and time to address factors that contribute to bullying and harassment and workplace violence including but not limited to, bullying, teasing, abusive, and other aggressive behaviour, and to prevent and protect against it.
 - c. Adopt a corporate standard and expectation for all employees of achieving workplace harmony through effective working relationships, communication, dialogue and by building trusting relationships between employees and management.
 - d. Communicate to employees' information about factors contributing to workplace violence.
 - e. Assist employees who have been exposed to workplace violence.
 - f. Post this policy as mandated.
 - g. Ensures all employees are aware that the employer will investigate all complaints of bullying, harassment and/or violence and will seek resolution of complaints as soon as possible. As such, the employer encourages employees, where possible, to bring complaints of workplace health and safety to the attention of their immediate supervisor.

2. Employee Rights include:
 - a. If the employee is alleging that the employer or the supervisor is the alleged harasser, the employee has a legal right to report the incident to a person other than the employer or the supervisor. Depending on the circumstances of the incident or complaint, a workplace harassment investigation could be carried out by a number of individuals noted in section Workplace Harassment, Ministry of Labour, Revised Sept. 13, 2016, section 3.3):
 - Someone in the workplace (such as a manager or a supervisor, or a member of the human resources department).
 - Someone in the organization (such as someone from another company location or from the corporate head office).
 - Someone associated with the workplace or organization (such as someone from another franchise or from a business association); or
 - Someone from outside the workplace or organization (such as a licensed private investigator, a human resource professional, or a lawyer).
 - b. The employee may contact this person themselves without having to advise the employer that they are doing so (see Section 5. Notification and Investigation).
 - c. In certain circumstances, a Ministry of Labour inspector may order the employer to have an investigation carried out by an "impartial person possessing such knowledge, experience, or qualifications as are specified by the inspector". The inspector decides the criteria for knowledge, experience, or qualifications to be set out in the order. The specific criteria would depend on the circumstances of each case, and could include:

- knowledge of the workplace harassment and reprisal provisions under the OHSA, and other applicable laws.
 - experience in conducting workplace investigations, dealing with confidentiality and privacy in the context of those investigations, preparing comprehensive reports, and dealing with complex and/or sensitive situations.
- d. An “impartial person” would be someone who is unbiased, with no conflict of interest, and in good standing with their professional body (if applicable). While one may expect that an “impartial person” may be someone external to the workplace or organization, in some circumstances it could be someone in the organization.
- e. Where it would be more appropriate for a third party to investigate, the person could be someone who is:
- a business leader in the community or a business association.
 - [a certified human resource professional](#);
 - [a lawyer](#); or
 - [a licensed private investigator](#).
3. [Continuum of Inappropriate Behaviour](#):

A continuum of inappropriate behaviours can occur at the workplace. This can range from offensive remarks to violence. Workplace harassment may escalate over time into threats or acts of physical violence. In some cases, a targeted worker may react violently to prolonged harassment in the workplace.

The employer will recognize these behaviours and deal with them promptly as they may lead to workplace violence.

4. [Assessing the Risks of Workplace Violence](#)

At least annually, the employer, in consultation with the health and safety committee or representative, must and will assess the potential risk for workplace bullying, harassment and violence that may arise from the nature of the workplace, type of work or conditions of work.

[Workplace Violence Assessment Tools](#)

The employer utilizes the tools that have been developed to help Ontario employers by the Public Services Health and Safety Association.

a. General Physical Environment Assessment

- Focused on the nature of the workplace, to survey the physical environment and security measures at the workplace.

b. Risk Factor Selection Tool

- Used to identify risks specific to the workplace.

c. Assessments for Specific Risks

- Completes the assessment for any specific risk that exists in the workplace including direct contact with clients; handling cash; working alone or in small numbers; working with unstable or volatile people; working in a community-

based setting; mobile workplace; working in high crime areas; securing or protecting valuable goods; transporting people or goods.

This assessment includes:

Taking into account the circumstances of the workplace and circumstances common to similar workplaces, as well as any other elements prescribed in regulation and,

- Developing measures and procedures to control identified risks that are likely to expose a worker to physical injury. These measures and procedures will be part of the workplace violence program.
- Advising the Joint Health and Safety Committee or health and safety representative of the assessment results. If the assessment is in writing, the employer will provide a copy to the committee or the representative.
- If there is no committee or representative, the employer will advise workers of the assessment results. If the assessment is in writing, the employer will provide copies to workers upon request or advise the workers how to obtain copies.
- Repeating the assessment as often as necessary, and at least annually, to ensure the workplace violence policy and related program continues to protect workers from workplace violence and inform the Joint Health and Safety Committee, health and safety representative, or workers of the results of the re-assessment.

5. [Domestic Violence:](#)

A person who has a personal relationship with a worker (such as a spouse or former spouse, current or former intimate partner or a family member) may physically harm, attempt or threaten to physically harm, that worker at work. In these situations, domestic violence is considered workplace violence.

If the Employer becomes aware of domestic violence that would likely expose an employee(s) to a physical injury that may occur in the workplace, the Employer will take every precaution reasonable in the circumstances to protect employees.

[Defining Domestic Violence:](#)

Domestic abuse, also known as *spousal abuse*, occurs when one person in an intimate relationship or marriage tries to dominate and control the other person. Domestic abuse that includes physical violence is called *domestic violence*.

Domestic violence is a pattern of coercive tactics which can include physical, psychological, sexual, economic, and emotional abuse perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. The Employer protects all employees and does not let personal biases stand in the way.

[Signs and behaviour that are workplace-specific:](#)

Specific Signs and behaviours (Look for a pattern, rather than a single sign or symptom) that are workplace-specific that might suggest an employee is a victim of domestic violence include:

- Arriving to work late or very early.
- Unplanned or increased use of Earned Time or Paid Time off.
- Decreased productivity.
- Tension around receiving repeated personal phone calls.
- Wearing long sleeves on a hot day or sunglasses inside.
- Difficulty in making decisions alone.
- Difficulty concentrating on tasks.
- Avoiding windows, main entrances of office.
- Repeated discussion of marital or relationship problems.
- Flowers or gifts sent to employee at the workplace for no apparent reason.
- Bruises, chronic headaches, abdominal pains, muscle aches.
- Vague, non-specific medical complaints.
- Sleeping or eating disorders.
- Signs of fear, anxiety, depression.
- Fatigue.
- Intense startle reactions.
- Suicidal or homicidal thoughts.
- Nightmares or flashbacks.

Signs of abusers in the workplace include:

- Employee shows attitude of domination and aggression toward domestic partner or co-worker.
- Employee threatens domestic partner or children or discusses threats with co-workers.
- Employee experiences outbursts of anger while talking with a domestic partner or co-worker on the telephone or in person at the workplace.
- Spouse, partner, or co-worker of employee appears to be afraid of employee and becomes submissive in the allegedly abusive employee's presence.
- Employee has been accused of or charged with abusing a partner, child, or other family member.

Management of Potentially Violent and Violent Situations:

[Tips for verbal communication:](#)

- Focus your attention on the other person to let them know you are interested in what they have to say.
- Do not glare or stare, which may be perceived as a challenge.
- Remain calm and try to calm the other person down. Do not allow the other person's anger to become your anger.
- Remain conscious of how you are delivering your words.
- Speak slowly, quietly, and confidently.
- Speak simply.
- Avoid communicating a lot of technical and complicated information when emotions are high.
- Listen carefully. Do not interrupt or offer unsolicited advice or criticism.
- Encourage the person to talk. Do not tell the person to relax or calm down.

- Remain open-minded and objective.
- Use silence as a calming tool.
- Acknowledge the person's feelings. Indicate that you can see he or she is upset.

Tips for non-verbal behaviour and communication:

- Use calm body language – relaxed posture with hands unclenched and an attentive expression.
- Arrange yourself so that your exit is not blocked.
- Position yourself at a right angle rather than directly in front of the other person.
- Give the person enough physical space (this varies by culture, but normally 1–2 metres are considered an adequate distance).
- Get on the other person's physical level. If they are seated, try kneeling or bending over, rather than standing over them. Do not pose a challenging stance, such as: standing directly opposite someone; putting your hands on your hips; waving your arms; crossing your arms.
- Do not make sudden movements which can be seen as threatening.
- Do not fight. Walk or run away. Get assistance from security or police.

If the person has threatened violence, or if others present feel afraid for their safety, immediately refer the matter to security or police.

If violence appears imminent, or is in progress, notify security immediately and contact police; if you cannot do so safely, try to motion to someone else to get help.

If an employee has suffered an injury, apply first aid, and call a medic or ambulance and, if necessary:

- Offer emotional support.
- Advise the injured person to consult a health professional for treatment and counselling.
- Debrief the employee on the incident, as appropriate.

If possible, the employer or supervisor should make sure all victims and bystanders remain near the scene, their workstations or another safe place until an initial investigation takes place so they will be available for questioning:

The employer will take every reasonable precaution to protect employees.

6. Review:

At least annually, the employer, in consultation with the health and safety committee or representative, reviews all measures, policies and procedures put in place to prevent, minimize, and/or control workplace bullying and harassment and/or violence to ensure effectiveness or to adjust to any changes that would compromise the effectiveness of those measures, policies, and procedures.

7. Notification and Investigation:

- a. The Employer recognizes its legal responsibility to protect a worker from workplace harassment and/or violence.
- d. If the Employer or any employee becomes aware of any allegations or incidents of workplace bullying and harassment and/or violence or alleged workplace bullying and harassment and/or violence, the employee shall notify the employer and the employer shall ensure an investigation is conducted.
- e. As noted in section 1., if the employee is alleging that the employer or the supervisor is the alleged harasser, the employee has a legal right to report the alleged incident to a person other than the employer or the supervisor. This person shall be (**See Section 2**). The employee may contact this person themselves without having to advise the employer they are doing so. The employee will be advised of the process to be undertaken by the Investigator and the steps of the investigation shall be consistent with this policy and procedure and all legal requirements.
- f. Employees are requested to complete an Incident and/or Complaint form and submit it to their immediate supervisor, or another Manager. Unless the complaint is against the immediate Supervisor, the employee can report the alleged incident to another person as noted in c. above.
- g. The person(s) alleged to have bullied, harassed and/or committed the violent act should be removed from the workplace immediately and placed on a paid leave of absence (a non-disciplinary leave), until the investigation is complete.
- h. The employer appoints a competent person to investigate the matter and provides that person with any relevant information that can be disclosed without prohibition by law and that would not reveal the identity of the persons involved without their consent, unless reasonably necessary to undertake such investigation.
- i. Upon completion of the investigation the employer:
 1. Develops a Report of Findings and Conclusions.
 2. Keeps a record of the report.
 3. Informs the complainant (the worker who has allegedly experienced workplace harassment), and the respondent (the alleged harasser), in writing, of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation.
 4. Provides the Workplace Committee or the health and safety representative with a copy of the Report of Findings and Conclusions, providing any relevant information that can be disclosed without prohibition by law and that would not reveal the identity of the persons involved without their consent; and
 5. Adapts or implements controls to prevent a recurrence of the workplace harassment or violence.

8. Training:

The Employer provides information, instruction, and training on the factors that contribute to workplace bullying and harassment and/or violence that are appropriate to the workplace of each employee exposed to workplace bullying and harassment and/or violence or are at risk of workplace bullying and harassment and/or violence.

- a. Unless otherwise prescribed, the employer shall ensure that a health and safety representative receive training to enable him or her to effectively exercise the powers and perform the duties of a health and safety representative.

- b. The health and safety representative is deemed to be at work while he or she is receiving the training described above, and the employer shall pay the representative for the time spent, at the representative's regular or premium rate as may be appropriate.

The information, instruction, and training, includes the following:

- a. The nature and extent of workplace bullying and harassment and/or violence and how employees may be exposed to it.
 - b. The communication system established by the Employer to inform employees about workplace violence.
 - c. Information on what constitutes workplace bullying and harassment and/or violence and on the means of identifying the factors that contribute to workplace bullying and harassment and/or violence.
 - d. The workplace violence prevention measures that have been developed; and
 - e. The Employer's procedures for reporting on workplace bullying and harassment and/or violence or the risk of workplace bullying and harassment and/or violence.
9. Violations of this policy, procedure/program will result in disciplinary action, up to and including termination of employment.

This policy and procedure is signed and dated by the employer as an indication of acceptance of the policy and procedure and a confirmation to abide by it.

Signed: _____
(CAO/Clerk)

Signed: _____
(Mayor Enzo Palumbo)

Date: _____

Date: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT dated **November 14th 2023**

BETWEEN:

THE SAULT STE. MARIE REGION CONSERVATION AUTHORITY
(hereinafter called “Authority”)

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,
THE CORPORATION OF THE TOWNSHIP OF PRINCE
(Hereinafter called the “Members”)

OF THE SECOND PART

WHEREAS, pursuant to Ontario Regulation 686/21 Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

AND WHEREAS pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

AND WHEREAS the Conservation Authority is prepared to provide certain non-mandatory services to its Members;

AND WHEREAS the Members wish to avail themselves of these services and to pay the amount levied for the services;

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in Schedule 'A', which constitute the Category 1 and Category 2 Programs and Services.
2. The Members agree to be charged a levy for such services stated in Schedule ‘A’ under Category 1, to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to this Agreement agreed to by all parties.
4. The parties will maintain the current annual approval process for increasing the levy and budget.
5. The Members will continue to support the current Inventory of Programs and Services outlined in Schedule ‘A’ throughout the period of this Agreement.
6. This Agreement will be for a Term of four (4) years commencing on the date of the signature by the last of the parties and expiring on December 31, 2027.

7. This Agreement may be executed in any number of counterparts and by the parties hereto by separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE SAULT STE. MARIE REGION CONSERVATION
AUTHORITY

Per: _____
Board Chair – Sandra Hollingsworth

Per: _____
General Manager, Secretary-Treasurer –
Corrina Barrett

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE CORPORATION OF THE CITY OF SAULT STE.
MARIE

Per: _____
Mayor –

Per: _____
Clerk –

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE CORPORATION OF THE TOWNSHIP OF
PRINCE

Per: _____
Mayor –

Per: _____
Clerk –

I/we have the authority to bind the Corporation.

Schedule 'A'

Category 1: Mandatory Services: Natural Hazard Management Program: Flood and Erosion Safety Services

a) Preparedness

- i) Flood and/or Erosion Risk Emergency response planning with municipalities
- ii) Flood and/or Erosion risk mapping updates
- iii) Administration of Development, Interference, Alteration Regulation in flood prone, shoreline, river valleys, dynamic beaches, wetlands, and watercourses
- iv) Plan input and review support to municipalities regarding natural hazard policies and development applications

b) Monitoring

- i) Year-round monitoring and data acquisition for river levels, snowpack, precipitation, and runoff potential
- ii) Maintenance of all rainfall and streamflow monitoring equipment
- iii) Development and maintenance of the flood forecasting warning program

c) Flood and Erosion Control Infrastructure: (Fort Creek Dam and Diversion Channels including Fort Creek, East Davignon, Clark Creek, Central Creek, Bennett/West Davignon)

- i) Annual inspections
- ii) Annual minor maintenance
- iii) Major maintenance planning

d) Response

- i) Provide flood and or erosion warnings and updates to municipalities regarding flood and or erosion events

Required Services: Ontario Regulation 686/21

Identification of Additional & or Enhanced Services to Meet Regulatory Requirements

1. Managing the risk posed by the natural hazards within their jurisdiction, including flooding, erosion, dynamic beaches, hazardous sites, hazardous lands, low water, or drought conditions. This program or service shall be designed to:

Develop an awareness of areas important for the management of natural hazards (e.g., wetlands, rivers or streams, shoreline areas, unstable soils, etc.)

Understand risks associated with natural hazards and how they will change as the climate warms

Manage risks associated with natural hazards

Promote public awareness of natural hazards

- SSMRCA will need to develop a more comprehensive communications, education, and outreach program to meet these regulatory requirements. Currently SSMRCA does not have the resources to provide a program to the extent required.
- SSMRCA will need to identify where we can find the expertise needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed.

2. Infrastructure: Operation, maintenance, repair and decommissioning of Flood and Erosion Control Structures:

- SSMRCA is required to develop an operational and asset management plan for the Fort Creek Dam by December 31, 2024

3. Review of applications and issuance of permits under section 28 and 28.0.1 of the Conservation Authorities Act, including associated enforcement activities

- SSMRCA will require some additional technical support for reviewing applications for development in flood and erosion prone areas along the St. Marys River from Gros Cap to Partridge Point.

Category 1: Mandatory Services: Conservation Authority Lands and Conservation Areas

Conservation Areas Services:

Includes the management, development, and protection of significant natural resource lands, features, and infrastructure on authority owned property. SSMRCA has five (5) conservation areas with a land area of 3,700 acres (1,513 hectares).

Service Components:

a) Management & Development of Authority Lands

- Build resiliency and demonstrate good resource management on five (5) Conservation areas ranging from day-use parklands, wetlands, and forest tracts
- i) Lands and Infrastructure - inspections, maintenance, and enforcement
 - Identification and removal of hazards to reduce liability
 - Maintain essential infrastructure and dispose of surplus items
 - Manage public use that is compatible with the land and enforcement of regulations.
- ii) Water Control Structures - inspections, maintenance, and operations
 - Operation of the Fort Creek Dam and flood control channels following regulatory requirements
 - Develop and monitor funding agreements with municipalities where the dam and flood control channels are located for maintenance and major repairs
- iii) Forest Management
 - Implement activities identified in managed forest plans to improve forest health including harvesting, tree planting and monitoring of woodlots
 - Remediation of invasive species and monitoring of disease and pests where possible
- iv) Administration
 - Development of policies and procedures for conservation area use

b) Land Acquisition:

- i) Review land donations or purchases for conservation purposes
 - Identify benefits and concerns for potential land acquisitions for members direction.

c) Leasing & Agreements on Authority Lands

- i) Review agreements that are compatible with the land use
- ii) Monitoring of agreements

Required Services: Ontario Regulation 686/21

Identification of Additional & or Enhanced Services to Meet Regulatory Requirements

1. A conservation area strategy, prepared on or before December 31, 2024, for all lands owned or controlled by the authority. The strategy will include:
 - Objectives to provide decision making on lands including acquisition and disposition.
 - An assessment of how lands owned may augment natural heritage and integrate with provincial, municipal, or publicly accessible lands and trails.
2. A land inventory, prepared on or before December 31, 2024, including:
 - Identification of all parcel details including historical information, location, and surveys
 - Designation of land use categories based on activities or other matters of significance related to the parcel.
3. Programs and services to ensure that the authority performs its duties, functions, and responsibilities to administer regulations made under section 29 of the Conservation Authorities Act.
 - Enforcement of Regulation 688/21: Rules of conduct in conservation areas. Enforcement will take place as capacity allows and may require additional help from partner municipalities to limit trespassing of un-authorized vehicles on conservation area lands.

Category 1: Provincial Water Quality & Quantity Monitoring	Required Services: Ontario Regulation 686/21
Services & Programs: Category 1: Mandatory Program	Identification of Additional & or Enhanced Services to Meet Regulatory Requirements
Monitoring and Reporting i) Provincial Water Quality Monitoring Network ii) Ground Water - Monitoring Network	Programs and services to support the authority’s functions and responsibilities related to the development and implementation of a watershed-based resource management strategy on or before December 31, 2024.

Drinking Water Source Protection: Category 1: Mandatory Service	Additional Regulatory Requirements: Ontario Regulation 686/21
<p>Services</p> <p>a) Governance - Leadership:</p> <ul style="list-style-type: none"> • Sault Ste. Marie Source Protection Authority; Source Protection Committee • Maintenance of local source protection program, including issues management <p>b) Communications:</p> <ul style="list-style-type: none"> • Promote the local source protection program <p>c) Program Implementation:</p> <ul style="list-style-type: none"> • Ongoing support of local source protection program • Implementation of Source Protection Plan policies where applicable • Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered <p>d) Technical Support:</p> <ul style="list-style-type: none"> • Support the preparation of amendments to local assessment report and source protection plan to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems • Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ, to determine if assessment reports or source protection plans should 	<p>Additions or Enhancements needed to Existing Program</p> <p>No additional changes need to be made to existing services.</p>

be revised.

Note: This program is currently funded by the Ministry of Environment, Conservation and Parks.

Category 1: Mandatory Services:	Required Services: Ontario Regulation 686/21
Enabling Services / General Operating Expenses:	Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
<ul style="list-style-type: none"> a) Governance & Leadership Responsibilities (SSMRCA) <ul style="list-style-type: none"> i) Setting Priorities & Policies ii) Financial Planning & Monitoring iii) Services and Project Development iv) Conservation Ontario Council & Committees v) Reporting to Member Municipalities b) Corporate Administration / Human Resources / Equipment <ul style="list-style-type: none"> i) Human Resources Planning and Administration ii) Workspace and Equipment Management iii) Records Retention and Management iv) Compliance with Legislation related to Employment, Health & Safety, Accessibility etc. c) Financial Services <ul style="list-style-type: none"> i) Bookkeeping, Investments, Banking, Financial Planning ii) Tangible Capital Asset Management iii) Management of Financial Agreements with External Funders d) Communications and Outreach <ul style="list-style-type: none"> i) Corporate communications strategy development and implementation e) Information Management and Geographic Information System <ul style="list-style-type: none"> i) Provide IT and GIS support 	No additional requirements.

<p>f) Vehicles, Equipment & Infrastructure:</p> <ul style="list-style-type: none"> i) Provide & maintain vehicles and equipment ii) Maintain & upgrade buildings and related infrastructure 	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

<p>Category 2: DWSP Education and Outreach Materials</p>	<p>Agreement: City of SSM, SSMRCA</p>
<p>City of Sault Ste. Marie</p>	
<ul style="list-style-type: none"> - Carrying out Education and Outreach responsibilities for the DWSP Program on behalf of the municipality through service agreements. 	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP associated education and outreach materials.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>

<p>Category 2: DWSP Risk Management Official</p>	<p>Agreement: City of SSM, SSMRCA</p>
<p>City of Sault Ste. Marie</p>	
<ul style="list-style-type: none"> - Carrying out Part IV duties of the Clean Water Act on behalf of the municipality through service agreements. - Designated through Council resolution to act as both the RMO and RMI. Role primarily covers RMI services, but also acting RMO when needed. 	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP Risk Management Official related duties.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>

<p>Category 2: Grass Cutting for City of SSM</p>	<p>Agreement: City of SSM, SSMRCA</p>
<p>City of Sault Ste. Marie</p>	
<ul style="list-style-type: none"> - Carrying out grass cutting and maintenance activities as outlined in the agreement between the City of Sault Ste. Marie and the SSMRCA for the hills on Bruce Street and St. George's Avenue. 	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver grass cutting services as needed.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>

THE CORPORATION OF THE TOWNSHIP OF PRINCE**BY-LAW NO. 2023-26**

A by-law to Establish and Regulate a Fire Department
and to repeal By-law No. 2019-25

WHEREAS Section 5(0.1) of the Fire Protection and Prevention Act (F.P.P.A.), 1997, S.O. 1997, c. 4 provides that the Council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality.

AND WHEREAS it is deemed expedient to establish, maintain and operate a fire department for the protection and security of the residents of the Township of Prince;

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

DEFINITIONS

1. In this by-law, unless the context otherwise requires:
 - (a) "Approved" means approved by Council.
 - (b) "Automatic Aid" means an approved agreement under which a municipality that is capable of responding more quickly to an area agrees to provide an initial response to fires, rescues, and emergencies in another municipality, or where a municipality agrees to provide a supplemental response to fires, rescues, or emergencies that may occur in another municipality.
 - (c) "Corporation" means The Municipal Corporation of the Township of Prince.
 - (d) "Council" means the Council of the Township of Prince.
 - (e) "Deputy Fire Chief" means a person appointed by Council to act on behalf of the Fire Chief of the Fire Department in the case of absence or a vacancy in the office of the Fire Chief and who is designated an Assistant to the Fire Marshal.
 - (f) "Emergency Medical Responder" means a person who is appointed to provide certain limited functions in support of the delivery of Fire Protection Services voluntarily or for a nominal consideration.
 - (g) "Fire Chief" means the person appointed by, Council to act as fire chief for the fire department and who is ultimately responsible to Council as set out in the *Fire Protection and Prevention Act* and who is designated an Assistant to the Fire Marshal.
 - (h) "Fire Code" means Ontario Regulation 213/07, as amended, and any successor regulation.
 - (i) "Fire Department" means the Prince Township Fire Department.

- (j) "Firefighter" means the Fire Chief and any other person employed in, or appointed to, the Fire Department to undertake Fire Protection Services, and shall include a Volunteer Firefighter
 - (k) "Fire Protection and Prevention Act" means the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended.
 - (l) "Fire Protection Services" includes fire suppression, rescue and emergency services, fire prevention, public fire safety education, mitigation, prevention and safety education of the risk created by unsafe levels of carbon monoxide, communications, training of personnel involved in the provision of Fire Protection Services, first response to medical emergencies to assess and manage signs and symptoms of the sick and injured until Emergency Medical Services personnel arrives, and the delivery of all those services.
 - (m) "Limited Service" means a variation of service significantly differentiating from the norm as a result of extenuating circumstances, such as deployment of Volunteer Firefighters in insufficient numbers to safely carry out the delivery of Fire Protection Services, environmental factors, remote properties, impeded access, private roadways, lanes and drives, obstructions, or extraordinary hazards or unsafe conditions.
 - (n) "Managing Council" means the Council of the Township of Prince.
 - (o) "Member" means any person employed by, appointed to, or volunteering for the Fire Department and assigned to undertake Fire Protection Services, and includes Officers, Volunteer Firefighters and Emergency Medical Personnel.
 - (p) "*Municipal Act*" means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, and any successor legislation.
 - (q) "Mutual Aid" means a plan established pursuant to section 7 of the *Fire Protection and Prevention Act* under which fire departments that serve a designated area agree to assist each other on a reciprocal basis in the event of a major fire or emergency.
 - (r) "Officer" means Fire Chief, Deputy Fire Chief, Chief Training Officer, Captain, Acting Captain, Training Officer, Fire Prevention Officer, and any person designated by the Fire Chief to supervise Firefighters.
 - (s) "Volunteer Firefighter" means a person who provides Fire Protection Services voluntarily or for a nominal consideration, honorarium, or training or activity allowance, and includes Emergency Medical Responder.
2. A Fire Department for the Township of Prince to be known as the Prince Township Fire Department is hereby established, and the head of the Fire Department shall be known as the Fire Chief.

DEPARTMENT STRUCTURE

3. Council shall appoint a Fire Chief who shall be the highest-ranking Officer and director of the Fire Department.
4. In addition to the Fire Chief, the Council shall appoint Deputy Fire Chief who shall report to the Fire Chief as the second highest ranking Officer of the Fire Department. In the absence or vacancy of the Fire Chief, The Deputy Fire Chief shall have the powers and perform the duties of the Fire Chief.
5. In addition to the Fire Chief and Deputy Fire Chief the Fire Department shall consist of Officers, Volunteer Firefighters, Emergency Medical Responders and other Members as deemed necessary and appointed by the Fire Chief to provide Fire Protection Services.
6. The Fire Department shall be structured in conformance with the Approved Fire Department Organizational Chart as set out in Schedule "A" attached hereto and forming part of this by-law.

APPROVED SERVICES AND PROGRAMS

7. The Fire Department shall provide such Fire Protection Services and programs as approved by the Council in accordance with Part II of the *Fire Protection and Prevention Act*, and set out in Schedule "B" attached hereto and forming part of this by-law.

LIMITED SERVICE

8. In consideration of the reliance by the Fire Department on the response of Volunteer Firefighters, whose deployment to emergencies in sufficient numbers cannot in all instances be guaranteed, adverse climate conditions, delays or unavailability of specialized equipment required by the Fire Department, or other extraordinary circumstances which may impede the delivery of Fire Protection Services, any Approved service set out in Schedule "B" may from time to time be provided as a Limited Service as defined in this by-law, as determined by the Fire Chief, his or her designate, or the highest-ranking Officer in charge of a response.
9. The Corporation and the Managing Corporation shall accept no liability for the provision of a Limited Service by the Fire Department as reasonably necessary.

RESPONSES OUTSIDE THE LIMITS OF THE MUNICIPALITY

10. The Fire Department shall not respond outside the limits of the municipality except with respect to a fire, rescue or emergency:
 - (a) That, in the opinion of the Fire Chief or designate, threatens property in the municipality, or property situated outside the municipality that is owned or occupied by the municipality;
 - (b) In a municipality with which an approved agreement has been entered into to provide fire protection services which may include automatic aid;
 - (c) On property with which an approved agreement has been entered into with any person or corporation to provide fire protection services;
 - (d) At the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program; or
 - (e) On property beyond the municipal boundary where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures acceptable to the Fire Chief or designate.
 - (f) Within Dennis South Township at the discretion of the highest ranking member ensuring timely emergency coverage within Prince Township.

FIRE CHIEF RESPONSIBILITIES AND AUTHORITY

11. The Fire Chief shall be ultimately responsible to Council as set out in subsection 6(3) of the *Fire Protection and Prevention Act* for the proper administration and operation of the Fire Department, including delivery of Approved services and programs.
12. The Fire Chief shall be deemed to be the Chief Fire Official of the municipality for the purposes of the *Fire Protection and Prevention Act* and regulations enacted thereunder, and shall have all statutory authority and shall carry out all prescribed duties and responsibilities in respect thereof.
13. Without limiting the generality of the foregoing, the Fire Chief shall be authorized and responsible for:
 - (a) Performing all statutory duties of the *Fire Protection and Prevention Act* and any other legislation applicable to the administration or operation of the Fire Department.
 - (b) Reporting to the Council as required by the *Fire Protection and Prevention Act*.
 - (c) Enforcement of this by-law and any regulations established under this by-law, and the enforcement of any other by-laws of the Corporation respecting the administration and operation of the Fire Department.
 - (d) Periodically reviewing this by-law and any other by-laws of the Corporation respecting the administration and operation of the Fire Department, and the Fire Chief may establish an advisory committee consisting of such Members of the Fire Department and other persons, possibly including members of the general public, as may be necessary from time to time to assist in discharging this duty.
 - (e) Recommending to Council amendments to this by-law, or any other by-law of the Corporation, that the Fire Chief considers relevant and appropriate.
 - (f) Developing, establishing, and implementing policies, operating procedures and guidelines, general orders and department rules, and other measures as the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department.
 - (g) Periodically reviewing, revising, or revoking as required, all policies, operating procedures and guidelines, general orders, and rules of the Fire Department, and the Fire Chief may establish an advisory committee from time to time to assist in discharging these duties.
 - (h) Arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department.
 - (i) The proper care and protection of all Fire Department property.
 - (j) Arranging and implementation of automatic aid, mutual aid and other negotiated and/or approved fire protection and emergency service agreements between the Fire Department and other municipalities.

- (k) Determining and establishing the qualifications and criteria for employment or appointment, and the duties and responsibilities of all Members of the Fire Department.
- (l) Appointment, subject to approved hiring policies, of any qualified person as a member of the Fire Department.
- (m) The conduct and discipline of all members of the Fire Department, including disciplinary actions as required which may range from reprimand to dismissal.

POWERS

- 14. The Fire Chief shall exercise all powers and duties prescribed by the *Fire Protection and Prevention Act*, and shall be empowered to take all reasonable and proper measures for the prevention, control, and extinguishment of fires, and for the protection of life, property and the environment, and for the management of emergencies within the jurisdiction of the municipality.
- 15. Without limiting the generality of the foregoing, the Fire Chief and his/her designates shall be empowered and authorized to carry out the following:
 - (a) Pulling down or demolishing any building or structure when necessary to prevent the spread of fire.
 - (b) Any necessary action to guard against fire or other danger, risk, or accident, which may include boarding up or barricading of buildings or property, when unable to contact the owner of the property.
 - (c) Recovery of costs incurred by such necessary actions for the Corporation in a manner provided by the *Municipal Act* and the *Fire Protection and Prevention Act*.
 - (d) Taking any and all steps as set out in Parts V, VI and VII of the *Fire Protection and Prevention Act*.
- 16. As set out in the *Fire Protection and Prevention Act*, the Fire Chief may delegate any of his/her powers or duties to the Deputy Fire Chief or any Officer or Member that the Fire Chief deems appropriate, subject to such limitations, restrictions or conditions as may be set out in the delegation, and such Officer or Member so delegated shall have all the powers and shall perform all duties as delegated.

RECOVERY OF COSTS

17. If as the result of a Fire Department response to a fire, rescue, or other emergency, the Fire Chief, his or her designate, or the highest ranking Officer in charge determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, remove hazardous materials, assist in or otherwise conduct an investigation to determine the cause of a fire, or otherwise control or eliminate an emergency situation, the Corporation shall recover the costs incurred by the Corporation taking such actions from the owner of the property on which the fire or other emergency occurred.
18. The Corporation may recover costs incurred by such necessary actions in a manner provided by the *Municipal Act* and the *Fire Protection and Prevention Act* in accordance with the fees prescribed by the applicable Fees By-law of the *Corporation* from time to time.
19. A fee imposed upon a person under this by-law, including any interest, penalty charges and costs of collection, constitutes a debt of the person to the Corporation, and a person who is charged a fee under this by-law and fails to pay the fee within thirty days of receipt of an invoice shall be charged interest in accordance with the applicable Fees and Charges By-law of the Corporation.
20. If a property owner who is charged a fee under this by-law fails to pay the fee within ninety days of receipt of an invoice, the Corporation may add the fee, including penalty and interest, to the tax roll for any real property in the registered in the name of the owner and collect the fee, including penalty and interest, in like manner as municipal taxes.

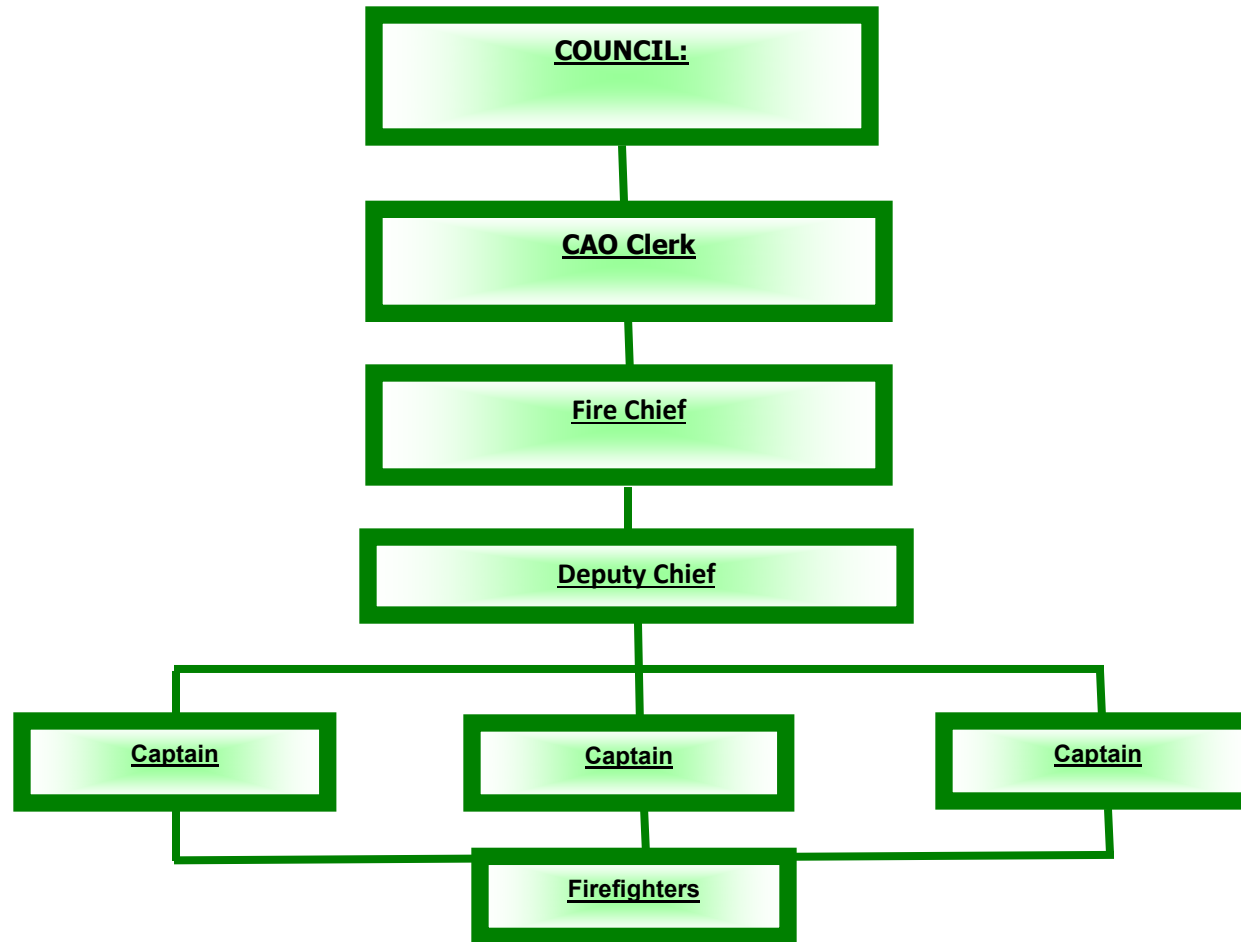
VOLUNTEER FIREFIGHTER EMPLOYMENT

21. The Fire Chief may appoint, from time to time, any eligible person as a Volunteer Firefighter in order to maintain a sufficient complement of staff in accordance with the approved Fire Department Organizational Chart as set out in Schedule "A" attached hereto and forming part of this By-law, and subject to approved hiring policies.
22. In order to maintain low response times, Goulais Ave. shall be the west boundary for firefighter recruitment. The Fire Chief may, at his discretion, appoint firefighters beyond this boundary, within reason, to maintain a full roster. The fire Chief shall report to the Chief Administrative Officer the names and relevant personnel information of any member once appointed.

By-law 2023-26

'Schedule A'

Prince Township Fire Department Organizational Chart



Schedule B - By-law 2023-26

RESCUE & EMERGENCY SERVICES APPROVED SERVICES AND PROGRAMS

The Fire Department shall provide the following services and programs:

B.1 Emergency Response

B.1.1 Basic Firefighting Services:

The Fire Department shall respond to fires, alarms of fire, and pre-fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of National Fire Protection Association (NFPA) 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments as revised from time to time.

B.1.2 Structural Firefighting Services:

- (a) For the purpose of this Schedule, "Structural Firefighting" shall have the same meaning as Structural Firefighting as defined by NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.
- (b) Interior Search and Rescue – Shall be provided when possible and as appropriate in accordance with the following:
 - Service shall be provided to search for and rescue endangered, trapped or potentially trapped persons within the structure.
 - Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - i. A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure;
 - ii. Building integrity permits entry into the structure;
 - iii. Sufficient Trained Firefighter staffing is deployed at the fireground;
 - iv. Reliable water supply with adequate flow can be sustained
 - v. Adequate fireground supervision and support is provided.
- (c) Interior Fire Suppression (Offensive Operations) – Shall be provided when possible and as appropriate in accordance with the following:
 - Service shall be provided to contain the fire and prevent further loss of property.
 - Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - i. A scene risk assessment has been completed, and level of risk reasonably justifies Firefighter entry into the structure;
 - ii. Building integrity permits entry into the structure;
 - iii. Sufficient Trained Firefighter staffing is deployed at the fireground;
 - iv. Reliable water supply with adequate flow can be sustained;
 - v. Adequate fireground supervision and support is provide
- (d) Exterior Fire Suppression (Defensive Operations) – Shall be provided when possible and as appropriate, in the opinion of the Fire Chief or most senior Officer in charge, in accordance with the following:
 - There shall be no expected rescue component with this service.
 - Service shall be provided to prevent fire spread to adjacent areas.
 - Service shall be provided when Interior Fire Suppression is not possible or appropriate.
 - Service shall be provided as water supply permits.

B.1.3 Rural Firefighting Operations:

Rural firefighting operations using tanker shuttle service shall be provided in areas without municipal water supply and best efforts shall be exercised to conform to NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting.

B.1.4 Vehicle Firefighting Services:

Service shall be provided to control and extinguish vehicle fires. B.1.5

Grass, Brush, and Forestry Firefighting Services:

Service shall be provided and best efforts shall be exercised to conform to SP103 Forest Firefighter Training Standards.

B.1.6 Marine Firefighting Services:

Marine firefighting service shall be limited to shore-based, defensive firefighting operations only.

B.1.7 Automatic Aid Response Services:

Service shall be provided in accordance with any Automatic Aid agreements approved by the Council/Managing Council.

B.1.8 Mutual Aid Response Services:

Service shall be provided in accordance with the Mutual Aid Plan established in respect to the municipalities within the District pursuant to clause 7(2)(a) of the *Fire Protection and Prevention Act*.

B.1.9 Tiered Medical Assistance Services:

Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between Sault Ste. Marie Emergency Medical Services and the Prince Township Fire Department.

B.1.10 Ambulance Assistance Services:

Service shall be provided to assist Emergency Medical Services with emergency and non-emergency situations with respect to providing access and/or the provision of care to patients.

B.1.11 Police Assistance Services:

Service shall be provided to assist Police with emergency and non-emergency situations for which the Fire Department has equipment and/or specialized skills to assist in the mitigation.

B.1.12 Public Assistance Services:

Service shall be provided to assist the public with emergency and non-emergency situations for which the Fire Department has the equipment and/or specialized skills to mitigate the incident.

B.1.13 Public Hazard Assistance Services:

- (a) Carbon monoxide Incidents – Response shall be provided to carbon monoxide alarms and emergencies.
- (b) Public Utility Incidents – Response shall be provided to public utility incidents that pose a public hazard, including:
 - i. Electrical utility emergencies;
 - ii. Natural gas utility emergencies.

B.1.14 Vehicle Accident Services:

The Fire Department shall respond to vehicle accidents to provide the following services:

- i. Stabilizing the scene of the accident;
- ii. Stabilizing the vehicles involved in the accident;
- iii. Providing aid to injured or trapped persons;
- iv. Mitigating adverse effects to the natural environment.

B.1.15 Vehicle Extrication Services:

Vehicle search and rescue services, including extrication, shall be provided at the level trained for and level required by NFPA 1001 stabilizing the scene, stabilizing the vehicle and stabilizing the patient.

B.1.16 Transportation Incidents involving Vehicles, Aircraft:

Response shall be provided to large-scale transportation incidents that may involve large numbers of casualties, widespread damage to property, and/or significant environmental impact.

B.1.17 Highway Incident Services:

- (a) Fire Protection Services shall be provided to the Kings Highway and other provincial highways in accordance with department SOG's.
- (b) Costs associated with Fire Department response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.

B.1.18 Hazardous Materials Response Services:

- (a) Service shall be provided at the operations Level when possible considering training and equipment in accordance with NFPA 472, Standard for Competence of Responders to Hazardous Materials Incidents.

**CORPORATION OF THE TOWNSHIP OF PRINCE**

BY-LAW NO. 2023-27

BEING A BY-LAW to adopt Prince Township Policy No. Citizen Grievance Policy.

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

AND WHEREAS Section 10 (2) of the *Municipal Act, 2001*, provides that a single-tier municipality may pass by-laws respecting health, safety and well-being of persons;

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

1. **THAT** Policy No. herein attached as Schedule "A" to this By-Law and forming an integral part of this By-Law, be adopted as Municipal Policy on Citizen Grievance.
2. **THAT** the Mayor and Clerk be and they are hereby authorized to sign this By-Law and to affix the corporate seal thereto.
3. **THAT** this By-Law is enacted upon the third and final reading hereof.

READ a first, second and third time and be finally passed this 14th day of November, 2023.

Enzo Palumbo, Mayor

Steve Hemsworth, Chief Administrative Officer

POLICY TITLE:	Municipal Public Grievance Policy
SUBJECT:	Public Grievance Policy
POLICY NO.	HR
EFFECTIVE DATE:	November 17th 2023
ENACTED BY:	By-Law No.2023-27

Table of Contents

Contents

1. Policy Purpose.....	2 2.
Applicability.....	2 3.
Definitions.....	2 4.
Policy Scope.....	3 5.
Policy – General.....	3 5.1
Procedure.....	3 5.2
Informal Grievance.....	3 5.3
Formal Grievance.....	4 6.
Review.....	5 7.
Policy Adoption and Review Guidelines.....	5 8.
References to Other Policies or By-laws.....	5

3

1. Policy Purpose

The purpose of this policy is to provide a consistent and uniform process to respond to Grievances received from members of the public regarding the dissatisfaction of programs, facilities, services, employees or operational procedures of the Township of Prince.

By introducing guidelines and standards, the process of managing and resolving Grievances will become more efficient allowing staff to respond to Grievances in a timely manner and provide an opportunity to improve Municipal programs and services.

2. Applicability

This Policy will assist the Township of Prince in providing excellent service to the public, and it will contribute to the continuous improvement of Municipal operations and service standards.

3. Definitions

For the purposes of this policy:

- (a) “**Clerk**” means the Clerk or his/her designation.
- (b) “**Grievance**” means an expression of dissatisfaction related to a municipal program, service, facility, or staff member, where a citizen believes that the municipality has not provided a service experience to the customer’s satisfaction at the point of service delivery and a response or resolution is explicitly or implicitly expected.
- (c) “**Employee**” means an employee, whether full-time, part-time, student or contractor of the Municipality including Volunteers of the Prince Township Fire Department.
- (d) “**Frivolous**” Grievance means one that has no serious purpose or value, is about a matter so trivial or one so meritless on its face that any investigation would be disproportionate in terms of the use of resources.
- (e) “**Vexatious**” Grievance means that the grievance is initiated with the potential intent to embarrass or annoy the recipient or is part of a pattern of conduct by the complainant that amounts to an abuse of the grievance process.

4. Policy Scope

This Policy applies to all grievances received by staff from members of the public regarding all administrative actions and functions of Prince Township.

This Policy does not apply to:

- A decision of Council or of a Committee of Council;
- Internal employee grievances;
- Matters addressed by legislation or an existing municipal by-law;
- Matters that are handled by tribunals, courts of law, quasi-judicial boards, etcetera.

This Policy does not address:

- Inquiries;
- Requests for service;
- Compliments;
- Criticisms, frivolous, vexatious or **anonymous** Grievances.

5. Policy – General

5.1 Procedure

A public Grievance may be made in the following ways:

- Online through the Prince Township website (<https://www.princetownship.ca/>) using the Public Grievance Form;
- Verbal Grievances made in-person or by telephone directly to municipal staff or through a member of Prince Township;
- Written Grievances sent by mail, e-mail or hand-delivered directly to municipal staff or through a member of Prince Township.

All Grievances should be filed as soon as possible.

5.2 Informal Grievance

It is recommended and encouraged that a Complainant first contact the Director or Manager from the service area from which the Grievance arises. *Example: Roads Grievances go to Roads Supervisor*

The Department Director will use their best efforts to resolve these informal Grievances before they become formal grievances, and after the resolution of such informal grievances, identify possible improvements in municipal services and operations.

5.3 Formal Grievance

5.3.1. Filing the Grievance

A Formal Grievance is generated when an informal resolution could not be reached. Formal Grievances should be submitted to the Clerk on the Municipal Grievance Form attached as Schedule "A". All formal public Grievances must be dated and signed by an identifiable individual. If a Grievance is submitted without an identification, it will be ignored.

5.3.2. Receipt and Acknowledgement

The Clerk shall log the Grievance and forward a copy to the Department Director or designate. As soon as possible, or within five (5) business days of receipt of the grievance, the Clerk or designate will acknowledge that the Grievance has been received in writing.

5.3.3. Review and Investigation

The Clerk will review the formal complainant and may:

1. Review relevant municipal and provincial legislation.
2. Review the municipality's relevant policies and procedures.
3. Review any existing file documents.
4. Interview employees or members of the public involved in the issue.
5. Identify actions that may be taken to address the grievance or improve municipal operations.

5.3.4. Decision

Within thirty (30) calendar days of receipt of a grievance, the Clerk or designate will provide a response in writing to the complainant, which may include any of the following responses;

1. Whether the grievance was substantiated.
2. If the grievance is not substantiated, reason(s) for the decision.
3. Any actions the municipality may take because of the grievance.
4. If the Municipality is unable to provide a response within twenty (30) calendar days, the Clerk will advise and provide an estimate of when a response will be provided.

5.3.5. Tracking and Reporting

The Grievance must be tracked from its initial receipt to its resolution. Grievance records will be needed for regular review and analysis to identify recurring issues and to improve customer service and satisfaction. The number of grievances, type of grievances, and number of resolved grievances will undergo review by the Clerk

All personal information collected in carrying out this Policy will be dealt with in a confidential manner in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

6. Review

This Policy shall be reviewed and updated as required by the Municipal Council and/or the Clerk.



Schedule "A" – Prince Township Formal Grievance Form

Initial Grievance form- to be completed by the complainant

Name:	
Address:	
Phone Number:	
Email:	
Please provide the details of your grievance, including relevant dates, times, location, and background information that might include witnesses to the incident, photographs, etc.	
Please indicate any steps taken to resolve the matter or municipal employees you have contacted to resolve the grievance:	
Action Requested - Please describe in detail how you would like to have the matter resolved	

Complainant Signature: _____ Date: _____

**Schedule "B" – Prince Township
Formal Grievance Form**

Formal Acknowledgement and resolution letter

File No.

Date: _____

Name: _____

Address:

Dear Resident. _____

Thank you for taking the time to express your concerns regarding

Your written grievance was received by Prince Township on _____ (date
received)

by: _____
(person who received the grievance)

Actions Taken:

If further action is required, please indicate so along with your grievance number to the office for investigation and escalation.

If you have any questions regarding the process, please contact the Clerk at 705-779-2992 or by email at info@princetwp.ca

Sincerely,

Steve Hemsworth, Chief Administrative Clerk

Prince Township

By-Law 2023-28



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 **Prince Township** (the “**Municipality**”), (collectively the “**Parties**”)

1. Overview

This Agreement includes the following sections:

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

2. Appendices

The following appendices are incorporated into this Agreement:

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

3. Service Level Agreement

3.1. Purpose

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

3.2. MPAC Service Levels

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

3.3. Municipality Documents and Dependencies

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

The Dependencies include:

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

3.3.1. Building Permits and Building Plans

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

3.3.2. Severances and Consolidations

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

3.3.3. Tax Applications and Vacancy Rebates

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

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

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

3.4. Delivery and Reporting

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

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

3.5. Relationship Meetings

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

3.6. MPAC Failure to Achieve a Service Level

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

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

3.7. Municipality Failure to Meet Dependencies

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

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

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

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

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

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

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

3.9. Changes to Service Levels and Dependencies

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

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

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

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

3.10. Service Level Agreement Limitation of Liability

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

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

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

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

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

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

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

4.2. Access to Municipality Documents by MPAC Consultants

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

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

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

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

5.2. Delivery

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

5.3. Internal Planning Purposes

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

5.4. Internal Operational Purposes

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

5.5. Access to MPAC Data Products by Consultants

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

5.6. External Distribution

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

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

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

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

5.7. Municipality Requests for Custom Products

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

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

5.8. Access to MPAC Data Products by Other Third Parties

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

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

Entity Type	Fee for MPAC Data Products	Fee for Supplier Data	May Include But Not Limited To
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 to the Licensee's employees and Consultants to the extent such parties need to know such information to fulfil or perform their obligations under these Terms and Conditions, are informed of the confidential nature of Licensed Data, are directed to hold Licensed Data in the strictest confidence, and agree to act in accordance with these Terms and Conditions.

- 6.7.2.** The Licensee will make all reasonable efforts to ensure that Licensed Data is stored on its system or otherwise handled such that Licensed Data is secure from unauthorized access.
- 6.7.3.** The Licensee will promptly notify the 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.

Date: October 11th, 2023

Prince Twp - Recreational Committee

Meeting Minutes

Attendees

Council Representative: Margaret Christenson

Rec Members: Samantha Pigeau, Serena Madonna Jane Weir, Kristi Laforrest, Mary Jin-Moore, Tiana Trutenko, Tiffany Baxter

Regrets: Adam Lyons

Purpose of the Meeting

1. Call to order
2. Approve minutes of meeting on September 18th, 2023
3. Business arising from previous meeting
 - a. Event updates
 - b. Library Calendar Update
 - c. Christmas Tree Lighting
 - d. Pancake Breakfast
 - e. Mary's Art Classes
 - f. Float
4. New Business
 - a. Other Upcoming events
 - b. New Members
5. Other business
6. Schedule next meeting
7. Adjournment

Summary of Discussion

Call To Order

- Meeting called to order 6:02 pm by Kristi

Approval of Meeting Minutes from September 18th, 2023

- Motion to approve minutes by Sam, M2C by Kristi - Carried

Business arising from minutes

- a. Event updates

No events occurred between the last meeting and this meeting.

- b. Library Calendar Update

Library board was delighted with our contributions. Calendars should be printed soon. Jane bought up the idea of finding a local photographer to help us take pictures of our events. These pictures could be used for next year's calendar.

- c. Christmas Tree Lighting

Thursday, November 23rd @ 7pm

Tiffany is going to check the outlet to make sure it is working. Light the tree at 7 pm. Outside the kitchen windows. 3 different size trees from the Tree farm in Prince Township. Jane will order the trees. Reach out to the Mayor and invite him to light the trees. Coffee and Hot Chocolate will be available. We will reach out to the fire department about the bonfires and will have Christmas music on the speaker.

- d. Pancake Breakfast

Saturday, December 9th, 2023. 9am-12:30pm.

Mary said 4 volunteers in the kitchen was good last year and recommended we keep it the same. Pancake mix will be purchased at Costco again. We will reach out to Hogans for syrup. Eugene has volunteered to be Santa and Olar will be doing photos (cash only).

- e. Mary's Art class


Mary is hoping to start registration soon. These will run on Tuesday in November and one Wednesday. She will forward the information to Tiana to create a post to promote this on Facebook.

- f. Float

Float and cash box are both located at Kristi's house. The float has \$113 (the proceeds from the last movie night). Margaret suggested we keep it at \$100 to make it an easier number.

New Business

- a. Other Upcoming Events



Halloween themed movie night under the pavilion. Kristi will get more chips to sell and we will use the beverages from the last event. Movie is going to be Hocus Pocus. Admission by food donation to our local charities in the Sault.

Storytime with a firefighter will be on October 17th. Reading the Fire Station by Robert Munsch. Hannah and Chanel are the volunteer firefighter contacts for this event.

b. New Members

Kristi mentioned that she has other people interested in joining and helping out the committee. More the Merrier was the consensus. The idea was brought up to advertise our next meeting in hopes to get more volunteers to help out with our winter festivities.

Next Meeting

Date: November 8th @6pm

Meeting Adjourned: 6:34pm



CORPORATION OF THE TOWNSHIP OF PRINCE

Resolution 2023-237 - to Declare Intimate Partner Violence an Epidemic in Ontario

Nov 14th, 2023

Whereas the jury that heard the Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam inquest (The Renfrew County Inquest) issued 86 recommendations to prevent future deaths and delivered those recommendations to the Province of Ontario on Intimate Partner Violence; and

Whereas recommendation #1 of the inquest is for the Province of Ontario to formally declare intimate partner violence an epidemic; and
Whereas every six days in Canada a woman is killed by her intimate partner; and
Whereas this past year in Ontario, 52 women or one every week, were victims of femicide; and

Whereas gender- and sexually-diverse Indigenous individuals are particularly at risk, being five times more likely than non-Indigenous gender- and sexually- diverse individuals to experience intimate partner violence in their lifetime; and
Whereas according to Statistics Canada, 80 percent of intimate partner violence goes unreported; and

Whereas violence against women costs the national justice system, health care systems, social service agencies, and municipalities nearly \$10 billion dollars per year; and municipalities are on the front lines in addressing gender-based violence; and

Whereas over 60 municipalities and regions across Ontario have declared a gender-based violence and/or intimate partner violence epidemic; and

Whereas on August 20, 2023, Ontario Big City Mayors and Mayors and Regional Chairs of Ontario passed a motion declaring intimate partner violence and gender-based violence an epidemic; called on the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and all municipalities and regions in Ontario and Canada to do the same; and called for changes to the Criminal Code; and

Whereas Prince Township Council recognizes that issues of gender-based violence and intimate partner violence are matters of local importance, including public health, EMS, community services, and community safety

Now therefore be it resolved:

1. That Council of Prince Township declare an epidemic in intimate partner violence and gender-based violence in accordance with recommendation #1 of the Renfrew County Inquest;
2. That intimate partner violence be integrated into Prince Township's community safety and wellbeing plan in accordance with recommendation #10 of the Renfrew County Inquest;
3. That Mayor Palumbo be requested to write a letter to the Honourable Doug Ford, Premier of Ontario requesting that the Province of Ontario reconsider their previous decision and declare intimate partner violence and gender-based violence as an epidemic and act on all of 86 recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations;
4. That a copy of this motion be sent to the Honourable Arif Virani, minister of justice; the Honourable Doug Ford, premier of Ontario; the Honourable Charmaine A. Williams, associate minister of women's social and economic opportunity; the Honourable Parm Gill, minister of red tape reduction, the Association of Municipalities of Ontario, the Federation of Canadian Municipalities; Mayors and Regional Chairs of Ontario; and Ontario's Big City Mayors.

Mayor, Enzo Palumbo

CAO/Clerk, Steve Hemsworth

Develop a proactive approach to awareness, prevention, enforcement and collaboration across all enforcement personnel, including police, municipal law enforcement officers and other provincial offences officers.

Investigate harsher penalties and increased fines for unsanctioned car rally organizers and participants.

AND FURTHER THAT the Province provide funding to municipalities to assist with the cost in enforcing unsanctioned car rallies;

AND FURTHER THAT a copy of this Resolution be sent to the Right Honourable Prime Minister Justin Trudeau, Honourable Doug Ford, Premier of Ontario, the Honourable Michael Kerzner, Solicitor General of Ontario, the Honourable Doug Downey, Attorney General of Ontario, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Prabmeet Sarkaria, Minister of Transportation, MPP Brian Saunderson, Commissioner of the Ontario Provincial Police, County of Simcoe, FCM, and AMO;

AND FURTHER THAT a copy of this resolution be sent to all Ontario municipalities requesting a letter of support be sent to senior levels of government.

Mayor, Enzo Palumbo

CAO/Clerk, Steve Hemsworth

cc: Right Honourable Prime Minister Justin Trudeau Hon. Michael Kerzner, Solicitor General of Ontario Hon. Doug Downey, Attorney General of Ontario Hon. Paul Calandra, Minister of Municipal Affairs and Housing Hon. Prabmeet Sarkaria, Minister of Transportation Brian Saunderson, MPP – Simcoe-Grey Commissioner Thomas Carrique, Ontario Provincial Police County of Simcoe Council Federation of Canadian Municipalities Association of Municipalities of Ontario Ontario Municipalities



Estimate# 2023 -067
Date Prepared: Aug 14th, 2023

Client Name: Steve Hemsworth
Second Line W
Sault Ste Marie, ON
Contact Phone: 519-535-2470
Email: firechief@princetwp.ca

Re: Garage Floor / PurEpoxy

- Grind down the concrete finish so the PurEpoxy product will adhere
- Grind out any fractures in the concrete
- Fill in fractures & pits in the concrete with crack filler
- Vacuum the entire concrete pad
- Roll on moisture barrier and allow to set
- Tape off where the Red painted lines are located
- Mix & roll out the PurEpoxy grey base coat on the floor
- Place full coverage of silica sand
- Scrap sand after base coat sets up
- Vacuum up remaining silica sand
- Mix & roll out the PurEpoxy Red base coat where the strips are located
- Apply the PurEpoxy top coat on floor
- Clean up job site

- * Personnel to move items before start date
- * Job is quoted to do the floors in 1 stag
- * Job is quoted for walk behind grinder use (within Generator accessibility)
- * Contractor to remove all garbage materials
- * The epoxy product is NOT a self leveller
- * Contractor will provide all materials
- * Contractor carry's a \$2,000,000.00 liability policy covering general liability during construction
- * Contractor carries a valid WSIB clearance letter



We take great pride in quality and workmanship, but most of all we take great pride in leaving our customers happy and satisfied.

Estimated Cost of Labour & Materials: \$16,557 (Plus Tax)

**Acceptable methods of Payment:
Cash, E-Transfer, or Cheque**

Method of Payment is as Follows:

- *60% on starting date**
- *40% upon completion of job**

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labour and materials which may be required should problems arise. This estimate is only valid 15 days from the date above

Client Approval: _____

Company Approval: _____

Matt Rains Owner/Certified Installer





Estimate# 2023 -066
Date Prepared: Aug 14th, 2023

Client Name: Steve Hemsworth
Second Line W
Sault Ste Marie, ON
Contact Phone: 519-535-2470
Email: firechief@princetwp.ca

Re: Office Floors/ PurEpoxy

- Remove existing baseboards & flooring
- Grind down the floor so the PurEpoxy product will adhere
- Grind out any fractures in the concrete
- Fill in fractures & pits in the concrete with crack filler
- Vacuum the entire concrete pad
- Tape off the bottoms of the doors
- Mix & roll out the PurEpoxy grey base coat on the floor
- Place full coverage of silica sand
- Scrap sand after base coat sets up
- Vacuum up remaining silica sand
- Apply 2 PurEpoxy top coats on floor
- Reinstall the baseboards
- Clean up job site

- * Personnel to move items before start date
- * Job is quoted to do the floors in 1 stag
- * Job is quoted for walk behind grinder use (within Generator accessibility)
- * Contractor to remove all garbage materials
- * The epoxy product is NOT a self leveller
- * Contractor will provide all materials
- * Contractor carry's a \$2,000,000.00 liability policy covering general liability during construction
- * Contractor carries a valid WSIB clearance letter



We take great pride in quality and workmanship, but most of all we take great pride in leaving our customers happy and satisfied.

Estimated Cost of Labour & Materials: \$16,438 (Plus Tax)

Method of Payment is as Follows:

- *60% Before starting date**
- *40% upon completion of job**

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labour and materials which may be required should problems arise. This estimate is only valid 15 days from the date above

Client Approval: _____



Company Approval: _____

Matt Rains Owner/Certified Installer



CORPORATION OF THE TOWNSHIP OF PRINCE

By-Law 2023-29

Being a BY-LAW to confirm proceedings of the meeting of Council November 14th 2023.

WHEREAS Section 5(3) of the Municipal Act, R.S.O 2001 as amended requires a municipal council to exercise its power by bylaw except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw;

THE COUNCIL of THE CORPORATION of PRINCE HEREBY ENACTS AS FOLLOWS:

THAT the action of the Council at its meeting, **November 14th 2023:**

1. In respect to each motion, resolution, and other action passed and taken by the Council at it's said meeting, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified, and confirmed.
2. **THAT** the Mayor and the proper officers of the Township are hereby authorized to and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the Corporate Seal to all such documents as required.

READ and passed in open Council on this 14th day of November 2023.

Enzo Palumbo, Mayor

Steve Hemsworth, CAO Clerk

SEAL