



The Corporation of the Township of Billings

Council Meeting Agenda

January 21, 2025 07:00 PM

Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Ian Anderson, Councillor

Vince Grogan, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Tiana Mills, Deputy Clerk

Arthur Moran, Protective Services

Chris Cyr, Public Works Superintendent

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest**
- 4. Adoption of Minutes**
- 5. Delegation**
- 6. Committee Reports and Minutes**
- 7. Staff Reports**
 - 7.1. Public Works Quarterly Activity Update
 - 7.2. Building Activity Report 2024

- 7.3. Seniors Active Living
- 7.4. Request to Purchase Part of a Road Allowance
- 7.5. D12/D15 Oakes Cottages Zoning/Subdivision Applications – 732 Monument Road – Pre-Consultation (3)

8. Correspondence Requiring Direction

- 8.1. Hydro One Power Outages - P. Fantin

An email was received on December 30, 2024 from Mr. Fantin regarding the persistent power outages caused by failure of the Hydro One network on and feeding Manitoulin Island.

9. Information

- 9.1. Draft Natural Heritage System Strategy (NHSS) - Manitoulin Planning Board
- 9.2. Code of Conduct- The Ministry of Municipal Affairs and Housing
- 9.3. Property Taxation Implications Resolution - The Municipality of Kincardine
- 9.4. Redistribution of the Provincial Land Transfer Tax and GST Resolution - Township of Amaranth
- 9.5. Property Taxation Implications to non-Market Valuation of Electricity Industry Properties - The Town of Plympton-Wyoming
- 9.6. Opposition to Provincial Legislation on Cycling Lanes and Support for Municipal Authority in Transportation Planning - The Town of Aylmer
- 9.7. Funding for Children's Aid - City of Woodstock
- 9.8. Pre-Budget Announcement Letter - Township of Puslinch

10. Accounts for Payment

11. By-Laws and Agreements

- 11.1. 2025-01 Appoint Volunteer Firefighters By-Law
- 11.2. 2025-02 Local Snowmobile Club Agreement
- 11.3. 2025-03 Procedural By-Law
- 11.4. 2025-04 Fire Protection Grant Funding Agreement

12. Notice of Motions

13. Confirmatory By-Law

14. Adjournment

14.1. Motion to Adjourn

15. Document Accessibility

Document Accessibility

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

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

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



The Corporation of the Township of Billings
Council Meeting Minutes
December 17, 2024 07:00 PM
Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Ian Anderson, Councillor

Vince Grogan, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Tiana Mills, Deputy Clerk

Todd Gordon, Municipal Project Manager

Arthur Moran, By-Law, H&S, Emerg Mgmt

Harmony Hancock, Director of Finance

1. Call to Order

Mayor Bryan Barker to call the meeting to order at 7:00pm.

2. Approval of Agenda

2.1. Confirm approval of the agenda

Motion Number 2024-456

Moved By Hunt

Seconded By Hillyard

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

Carried

3. Disclosure of Pecuniary Interest

None.

4. Adoption of Minutes

4.1. Regular Council Meeting Minutes - December 3, 2024

Motion Number 2024-457

Moved By Hunt

Seconded By Anderson

THAT the December 3rd, 2024 Regular Meeting of Council minutes be adopted as amended.

Carried

5. Delegation

None.

6. Committee Reports and Minutes

Motion Number 2024-458

Moved By Anderson

Seconded By Hunt

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

Carried

6.1. Museum Committee Meeting Minutes - November 4, 2024

7. Staff Reports

7.1. TR-2024-12-18 Employee Annual Wage Increase 2025 Budget – Employee Wages Cost of Living Increase

Motion Number 2024-459

Moved By Anderson

Seconded By Hunt

THAT the Township of Billings Council hereby approves Report 2024-12-18 AND approves a 2.5% employee wage increase for 2025 AND that the increase be given pre-budget approval for all full-time, part-time, contract, casual employees and members of council effective January 1, 2025 AND FURTHER that Schedule 'A' to By-law No. 2021-59, being the Employee Salary Ranges, be amended accordingly.

Carried

7.2. TR-2024-12-19 2025 Committee Budgets

Motion Number 2024-460

Moved By Grogan

Seconded By Hunt

THAT the Township of Billings receives the 2025 Parks, Recreation and Wellness Budget, the 2025 Museum Committee Budget, 2025 Climate Action Committee Budget and the 2025 Billings Public Library Board Budget AND FURTHER that additional review be completed during the 2025 budget deliberation process.

Carried

7.3. TR-2024-12-20 Museum Committee Capital Project

Motion Number 2024-461

Moved By Hillyard

Seconded By Hunt

THAT the Township of Billings Museum Committee hereby recommends reviewing the 2025 Billings Museum Board Mariner's Park Capital Budget AND FURTHER authorizes the expenses be included for review in the 2025 Township of Billings capital budget AND FURTHER that Council directs staff to work with the Museum Committee to collect more information and costing on the project.

Carried

7.4. MPM-2024-12-18 Asset Management Update

Motion Number 2024-462

Moved By Anderson

Seconded By Hunt

THAT the Township of Billings Council hereby accepts Report No. MPM-2024-12-18 for information.

Carried

7.5. MPM-2024-12-19 Manitoulin Phragmites Project Transition - Update

Motion Number 2024-463

Moved By Anderson

Seconded By Hillyard

THAT the Township of Billings Council hereby accepts Report No. MPM-2024-12-19 for information.

Carried

- 7.6. CAO-2024-12-23 CAO Year End Report
Motion Number 2024-464
Moved By Anderson
Seconded By Hunt
THAT the Township of Billings Council hereby receives report CAO-2024-12-23 as information.

Carried

- *7.7. Student Council Member Update
Athena Gravelle, the student member of Council, was given the opportunity to provide any updates to Council.

8. Correspondence Requiring Direction

- 8.1. Shared Service Contribution Change for the Gore Bay Memorial Arena
Motion Number 2024-465
Moved By Hillyard
Seconded By Anderson
THAT the Township of Billings Council hereby receives the correspondence from Mayor Ron Lane, Town of Gore Bay, and that Council discuss adding the contribution to the budget going forward.

Carried

9. Information

- Motion Number 2024-466
Moved By Anderson
Seconded By Hunt
THAT the Township of Billings Council hereby receives for information all items listed in section 9 AND FURTHER directs staff to issue a letter of support for items 9.1 and 9.2.

Carried

- 9.1. Ontario Deposit Return Program - Municipality of St. Charles & Bradford West Gwillimbury
9.2. Request for Province to Amend Ontario Regulation 391/21: Blue Box
9.3. Changes to the Public Health Sudbury & Districts Services

10. Accounts for Payment

Motion Number 2024-467

Moved By Hunt

Seconded By Anderson

THAT the Township of Billings Council hereby ratifies and confirms the accounts for payment dated November 27, 2024 - December 11, 2024

Carried

11. By-Laws and Agreements

None.

12. Notice of Motions

None.

13. Closed Session

Motion Number 2024-468

Moved By Hillyard

Seconded By Anderson

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s.239(2)(b)] Personal matters about an identifiable individual - Volunteer Fire Fighter Application AND FURTHER returns to open session upon completion.

Carried

13.1. Call to Order

13.2. Approval of Closed Meeting Agenda

13.3. Disclosure of Pecuniary Interest

13.4. Approval of Minutes

13.4.1. Closed Council Meeting Minutes - November 26, 2024

13.5. Staff Reports

13.5.1. Confidential Report

13.6. Adjournment

14. Report out of Closed Session

Mayor Barker reported that a Closed Meeting was held where information was received regarding an identifiable individual.

Motion Number 2024-473

Moved By Anderson

Seconded By Hunt

THAT the Township of Billings Council hereby appoints Hailey Ferguson to the Township of Billings Volunteer Fire Department AND authorize the appropriate amending By-Law coming forward.

Carried

15. Confirmatory By-Law

Motion Number 2024-474

Moved By Hillyard

Seconded By Hunt

THAT By-Law No. 2024-60 Being the December 17, 2024 Confirmatory By-Law be read a first, second, third time and finally passed this 17th day of December 2024.

Carried

16. Adjournment

16.1. Motion to Adjourn

Motion Number 2024-475

Moved By Hunt

Seconded By Anderson

THAT the Township of Billings Council hereby adjourns at 8:48p.m.

Carried

Mayor – Bryan Barker

CAO/Clerk – Veronique Dion



COUNCIL REPORT

Department: Public Works

Date: January 21, 2025

Report Number: Public Works-2025-002

File: Public Works Quarterly Activity Update

Recommendation: THAT the Township of Billings Council hereby receives for information Report PW-2025-002.

Background:

To provide Council with an update on Public Works (PW) activities for Sept – Dec, 2024.

Discussion:

Fall Activities

- PW installed a water line and self draining hydrant to supply the rink with water.
- All docks were removed or relocated to the small craft marina
- Water was drained from AH marina and the shower house winterized
- Water was turned off at small craft marina and winterized.
- Public washrooms have been closed for the season they have been drained as well as winterized.
- Fall grading has been done as well as cold patching.
- The covering of the landfill has been ongoing twice a week.
- All tires have been removed from the landfill.
- Henderson electric was in and replaced the wire at the small craft marine and is due to return when he has the proper connectors for the electrical box to complete.

Winter Activities

- Snow plowing has started along with clearing parking lots and cleaning of steps.

Equipment

- The backhoe regeneration issue has been repaired and all is working well.
- Annual safety inspections are complete
- The Western Star is out of service due to hydraulic pump failure and we are in the proses of finding and installing a new one.

Financial Impacts:

N/A

Alignment to Strategic Plan:



Community Wellbeing

Alignment to the CEEP:

N/A

Respectfully Submitted By:

Chris Cyr, Public Works Superintendent

Reviewed By:

Véronique Dion, CAO/Clerk



COUNCIL REPORT

Department: Protective Services

Date: January 21, 2025

Report Number: Protective Services-2025-001

File: Building Activity Report 2024

Recommendation: THAT the Township of Billings Council hereby receives for information report PS-2025-001.

Background:

The Building Code Act provides the authority for the Province of Ontario to set regulations for new construction activity and renovations respecting safety of buildings with reference to public health, fire protection, accessibility, and on-site sewage systems.

This legislation requires Building Officials to provide plans examination and inspection services to the public for various construction activities. This report has been prepared as a requirement of Section 7(4) of the Building Code Act, S.O 1992, c.23, as amended, and for the purposes of public information and accountability.

Discussion:

Permit Type	# of Permits	Permit Value	Permit Fee
Dwelling (incl Seasonal)	13	\$3,099,950.00	\$9,182.96
Accessory Building (incl Garage/Storage/Bunkies)	15	\$608,497.00	\$4,055.75
Renovation	3	\$51,450.00	\$650.00

Total Number of Permits: 31

	2023	2024
Value	\$6,016,300.00	\$3,759,897.00
Fee	\$16,096.26	\$13,888.71
Number of Permits	33	31

*Note: The 2023 value includes the Fire Hall and viewing platform for the Township.

Financial Impacts:

As noted above.

Alignment to Strategic Plan:

There is no alignment to the Strategic Plan.



Alignment to the CEEP:

There is no alignment to the CEEP.

Respectfully Submitted By:

Information supplied by Dan Osborne, Building Inspector

Reviewed By:

Veronique Dion, CAO/Clerk



COUNCIL REPORT

Department: Administration

Date: January 21, 2025

Report Number: Administration-2025-004

File: Seniors Active Living

Recommendation: THAT Council receive report # Administration-2025-004 AND FURTHER THAT Council directs administration to apply for the 2025-2026 Senior Active Living Centre Program funding AND FURTHER THAT the application period for members of a Senior Advisory Committee be reopened for additional applications/nominations

Background:

In September of 2024, the Township reached out to the Senior population to discuss the potential for a Seniors Advisory Committee to Council and the development of a Seniors Active Living Centre Program. Following the meeting, the Township approved Terms of Reference to create the new committee and applied to the Province for funding under their Seniors Active Living Centre Program.

Discussion:

Administration has posted for volunteers to sit on our Seniors Committee but after 2 tries, does not have enough applicants to fill all seats; we only have 2 applicants and are looking for 4 members at large.

For the 2024-2025 Seniors Active Living Centre Program, the cost to operate the program for one year was estimated at around \$61,000 and funding was provided for up to 80 % of costs for up to \$50,000; this year, the maximum funding has increased to \$55,000. We are hoping to finalize an agreement with the province for the first quarter of 2025 and would need to apply to the province for the costs for the remainder of the year.

Financial Impacts:

Timeline for Funding would be from April 1, 2025 to March 31, 2026

Funding provides for the cost to use the Parks Centre

A municipal portion of \$13,750 would result in the maximum Provincial Contribution of \$55,000

Alignment to Strategic Plan:

- Facilitate support for seniors



-
- Revitalize existing spaces where citizens of all ages naturally gather.
 - Provide community spaces that enrich the lives and encourage active lifestyles for all ages
 - Research options for providing supports for seniors, such as independent living facilities.

Alignment to the CEEP:

NA

Respectfully Submitted By:

Véronique Dion, CAO/Clerk

Reviewed By:

Véronique Dion, CAO/Clerk



MINISTRY FOR SENIORS AND ACCESSIBILITY
SENIORS ACTIVE LIVING CENTRES PROGRAM

PROGRAM GUIDELINES
2025-26

Budget Submission forms and all supporting material must be submitted through Transfer Payment Ontario by

February 6, 2025, 5 p.m. ET

Late submissions may not be eligible for funding.

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Introduction

Ontario is facing a significant demographic shift. Older adults (age 55+) and seniors (age 65+) are the fastest growing demographic in our province, with 500 Ontarians turning 65 every day.

As Ontario's population ages at this unprecedented rate, most seniors wish to live in the community and will require more health care services, housing and social supports to do so. Seniors living in the community can benefit from services that they can easily access from home or nearby.

Ontario is committed to helping older adults stay safe, healthy, active and socially connected in their communities. Seniors Active Living Centre (SALC) programs meet the emerging needs of Ontario seniors and reduce demand on acute care as the overall health and well-being of Ontario seniors improves.

This document provides information and instructions to help support those who manage SALC program funding, including:

1. Requesting and managing funding;
2. Program delivery; and
3. Reporting back to the Ministry for Seniors and Accessibility.

It may be helpful to have a copy of the Program Guidelines on hand as you complete the funding application.

Seniors Active Living Centres Programs

The Ministry for Seniors and Accessibility (MSAA) funds the SALC Program to support organizations to establish sustainable programs to support seniors.

The SALC Program is established by the *Seniors Active Living Centres Act, 2017*, (SALCA), which defines the SALC Program purpose “to promote active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services.” To be eligible for Provincial funding, both a program and its operator must be approved in accordance with the SALCA.

The SALC Program funds SALC operators to deliver individual SALC programs. SALC programs help build healthier and safer communities and address the long-term growth and needs of an aging population by:

- Helping reduce health care costs associated with physical inactivity and falls;
- Reducing social isolation, a risk factor for abuse and linked to negative physical and mental health outcomes; and
- Providing seniors with services they need and improving service access.

SALC programs serve as hubs in their communities. Activities and services are open to all older adults and seniors (i.e., not restricted to members), and programs provide

information and referrals to other services and programs in their community. MSAA values the important programs and services that SALC operators deliver to support safe, active, healthy, and engaged older adults and seniors.

New in 2025-26

Increase to Maintenance & Operating Funding

To continue to support SALC operators' ability to provide more varied programs for more older adults in the face of the rising cost of living, MSAA has increased the maximum Maintenance and Operating funding threshold from \$50,000 to \$55,000. This means that in 2025-26, MSAA will fund up to 80% of SALC programs' net operating costs, to a maximum of \$55,000.

Please note that due to this increase in the Maintenance and Operating funding threshold this year, it is likely that approved Special Grant amounts will be less than requested.

Prescribed Entities/Funding Partners

Municipalities across Ontario are key partners in supporting local SALC program operators by contributing the required minimum 20% of the net annual cost of maintaining and operating hundreds of SALC programs.

In addition to municipalities, a new regulation under the SALCA, [O. Reg. 193/24, Prescribed Entities - Subsections 8\(3\) and \(4\) of the Act](#) (effective June 1, 2024), lists additional types of organizations, or "prescribed entities," that can provide the minimum 20% funding contribution requirement.

These new types of prescribed entities include not-for-profit corporations, registered charities, Royal Canadian Legions, Indigenous governing bodies and organizations, and Local Services Boards. SALC operators may also combine contributions to reach the required 20% of the SALC program's net annual costs. Like municipalities, the organization delivering the SALC program can commit the required 20% of net operating costs of the program, itself.

With this new regulation, the ministry is hopeful that additional partnerships will be built which could help support more communities that are underserved by the SALC Program across the province (e.g., Francophone, veterans, Indigenous, rural/remote, etc.). Prescribed entities who can contribute to the required cost-sharing will help existing operators update or build new partnerships with organizations in their community to serve more seniors.

Municipalities have been essential long-term partners of the SALC Program, providing cash and in-kind contributions to ensure SALC programs can support their communities. The ministry values the importance of municipal involvement in the SALC Program and

encourages on-going contributions and partnerships from municipalities across the province.

Funding Commitment Letter

A Funding Commitment Letter from each funding partner detailing the commitment to provide all or part of the required 20 percent funding contribution for 2025-26, must be submitted with the budget submission form.

If all or part of the required 20 percent funding contribution is being provided by the SALC operator themselves, a Funding Commitment Letter from the operator is also required.

The Funding Commitment Letter should include details of the commitment being made to the SALC program, including, as applicable, the amount of the cash commitment, and the type and value of the in-kind commitment. The letter should be on the funding partner's letterhead and signed by a signing authority of the funding partner.

Roles and Responsibilities

The delivery of SALC programs and services to older adults and seniors is made possible through the coordination of a variety of partners, each playing an important role.

MSAA is responsible for the overall management, stewardship and oversight of SALC funding and program delivery, including setting the policy direction and program funding, and ensuring operators comply with their transfer payment agreements and the SALC Program Guidelines. MSAA also provides information about other government programs for older adults and seniors.

Regional Development Advisors (RDAs) serve as MSAA's first point of contact for operators. RDAs support administrative processes related to requesting funding, payments and fulfilling reporting requirements, they provide operators with important program information and monitor program delivery for compliance.

SALC operators deliver SALC programs that help support seniors in their communities. Operators must be financially capable of establishing, maintaining and operating their programs under competent management. They must operate in good faith; there must be no evidence of careless management or attempts to deliberately deceive or mislead the government or participants in the programs. They must also demonstrate how the organization, and its programs and services, will best serve the interests of older adults and seniors.

SALC operators are expected to comply with the SALCA and all other applicable legislation, including laws governing labour, employment, and accessibility for people with disabilities.

Operators receive funding according to the terms and conditions set out in the provincial transfer payment agreement with the Province of Ontario that the operators sign. Operators are responsible for delivering frontline services to older adults and seniors and must follow the terms of their agreements and the SALC Program Guidelines, including reporting on program targets and outcomes.

SALC programs must promote active and healthy living, social engagement, and learning for persons who are primarily seniors and older adults by providing them with safe activities and services. A SALC program should provide a variety of passive and active programming. Programs delivered by operators can include remote social and recreational activities, as well as virtual health and wellness exercises and clinics, and educational workshops on various topics (e.g., safety and legal protections, governance and volunteerism, computer literacy).

A “centre” is often referred to as the place where programs and services are offered. Programs can, however, be offered at a single physical location or through several different locations or satellites to increase outreach. Programs are also encouraged to be offered in non-traditional formats, such as mobile services or through technology (e.g., interactive telephone or web-based platforms).

Operators are encouraged to continue to offer remote or virtual programming to meet the needs of seniors in the community who may have difficulty accessing a SALC program location.

Funding Partner(s) are key contributors in the delivery of SALC programs. Under the SALCA, a SALC Program operator is responsible for partnering with one or more municipalities or prescribed entities (funding partners) to help fund the costs of maintaining and operating the approved SALC program. A contribution of at least 20 percent of the net annual cost to maintain and operate the program must be provided by one or more funding partners, for the operator to receive provincial funding for the SALC program.

Funding contributions can be in cash or in-kind, or a combination thereof (see the [Funding Partner\(s\) Commitment](#) section for more information). Like municipalities, the SALC Program operator delivering the SALC program can commit the required 20 percent of net operating costs itself. The 20 percent contribution can also be provided by a combination of eligible funding partners.

A Funding Commitment Letter from each funding partner detailing the commitment to provide all or part of the required 20 percent funding contribution for 2025-26, must be submitted with the budget submission form.

2025-26 Program Priorities

For 2025-26 SALC programs SALC operators must address **one or more** of the following program priorities.

1. Connect older adults with community programs and services.

Examples of how programs can address the priority:

- A SALC program operates as a community hub, and provides access to a diverse range of resources, referrals, supports, services and activities for older adults and seniors that improve their quality of life and support their safety, health and overall well-being.
- A SALC program takes steps to reach older adults who are new to SALC programming or are isolated in places where they are already living or congregating, such as in seniors' apartments, naturally occurring retirement communities (NORCs) or faith-based communities (e.g., through partnerships, satellite programming, etc.).
- A SALC program provides programs/information sessions in collaboration with organizations like Elder Abuse Prevention Ontario, Consumer Protection Ontario, or local municipal or provincial police services about how to stay safe from frauds and scams.
- A SALC program uses different service delivery methods (e.g., hybrid, in-person, phone- or web-based, mobile, satellite programming) to reach seniors who are socially isolated or living in rural or remote communities.
 - To support socially isolated seniors who would benefit from remote programming, a SALC program helps improve seniors' technological capacity through training, intergenerational collaboration, lending of devices, etc.

2. Provide programming opportunities for seniors in underserved communities or to underserved populations.

Examples of how programs can address the priority:

- A SALC program provides unique or specialized program offerings (including in languages other than English or French) that are designed to meet the needs and interests of local diverse, multicultural, new immigrant, Indigenous, isolated or remote older adult populations (e.g., Mandarin-language book club, Indigenous beading group, programs/information about elder abuse, such as financial abuse or scams). Marketing and advertising of these programs are designed to reach diverse population groups or with a cultural-specific lens.

3. Promote the inclusion of all seniors, including those with disabilities, by reducing accessibility barriers to programs and services.

Examples of how programs can address the priority:

- A SALC program offers programming that meets needs of seniors with disabilities to help seniors overcome participation barriers (e.g., large-print program

- materials, use of microphones at activities, installation of accessibility ramps or automatic door openers, chair yoga class).
- A SALC Program partners with a local naturally occurring retirement community (NORC) program (e.g., a building with a high density of seniors) to bring SALC programming to seniors living in nearby areas so seniors who are unable to travel to a SALC program location can participate.

Program Categories

SALC operators are encouraged to provide a variety of active and passive programming that addresses at least **two or more** of the following project categories:

Program Categories	Examples
Health and Wellness	Diabetes management, foot care clinics, falls prevention, nutrition and meal planning, reflexology, hearing clinics, Alzheimer's awareness
Physical Activities and Sports	Dance, yoga, tai chi, Zumba, chair fitness, pole-walking, cross-country skiing, gardening
Arts and Crafts	Knitting, sewing, woodworking
Cards and Games	Euchre, bridge, bingo, board games (e.g., Scrabble)
Educational Activities	Online or in-person language classes, virtual writing workshops, webinars on financial empowerment (budgeting, tax clinics), technology classes (smart phones, tablets, email, apps), teleconference guest speakers, music classes (piano, guitar), drivers' education refresher
Dining Activities	Congregate dining, contactless meal pick-up, delivery of food purchased by isolated seniors
Social Activities	Other social activities such as group movies, teleconference social clubs, holiday events, day trips, library, 1x1 phone calls to seniors isolated at home
Transportation Services	Free or subsidized bus tickets, taxi fare, car or special bus services
Other	Other type of program not listed in a category above that meets the SALC Program purpose.

Funding

Operators can apply for two types of SALC Program funding from MSAA on an annual basis: Maintenance and Operating and Special Grants.

For operators that operate on the government fiscal year, MSAA supports costs incurred between April 1, 2025 and March 31, 2026.

For operators that use a calendar financial year, MSAA supports costs incurred between January 1, 2025 and December 31, 2025.

Maintenance and Operating Funding

The purpose of this funding is to support regular maintenance and operating expenses to provide activities and services to promote active and healthy living, social engagement, and learning for persons who are primarily seniors and/or older adults.

In 2025-26, the maximum amount available for a 12-month period is up to 80 per cent of the net annual operating costs of maintaining and operating the program, to a maximum of \$55,000.

In the past, some operators were approved to receive pay equity payments to support operating costs. No changes are anticipated to alter this funding for wages at this time.

Maintenance and Operating funding must support costs that are directly related to providing activities and services to seniors, such as:

- Staffing costs (including salary expenses of personnel, employee benefits, such as vacation, sick leave, statutory holiday, education leave and organization contribution to the cost of other benefits);
- Overhead and administrative costs such as rent, utilities, office supplies, telephone, and communications services such as internet;
- Supplies for activities;
- Health and safety related materials including personal protective equipment (e.g., masks and gloves), hand sanitizer, disinfectant;
- Food (no alcohol) delivery costs that are not covered by other funding (e.g. Meals on Wheels);
- Purchase or rental of equipment;
- Transportation to events and programs;
- Legal fees directly related to the provision of activities and services to seniors and older adults;
- Accounting or bookkeeping services, audit fees;
- Advertising and marketing;
- Translating program materials into different languages;
- Accessibility costs (e.g., creating accessible documents, sign language interpretation, etc.);

- Membership fees for related affiliations (for example, Older Adult Centres' Association of Ontario - OACAO);
- Routine maintenance; and/or
- Other costs for services leased or purchased that support maintaining and operating SALC-funded programs (including software licenses).

Special Grants

Operators can also apply for a Special Grant to further support the planning and delivery of activities and services for seniors and older adults. Special Grant expenses should be different every year and used for new, one-time expenses.

Funding for Special Grants is considered based on available remaining funding after Maintenance and Operating requests have been funded. Often, total funding requested for Special Grants exceeds what remains in the MSAA's program allocation, so approved Special Grant amounts are usually less than requested. Applicants are encouraged to break down Special Grant requests to enable easy revision of planned expenditures if the approved Special Grant amount is less than what was requested.

For 2025-26 SALC operators can apply for a maximum of \$15,000 Special Grant funding for each SALC program.

Special Grants are to be used for exceptional costs that further support the planning and delivery of SALC program activities and services including but not limited to:

- New or replacement furniture, equipment (yoga mats, badminton racquets, dart boards), supplies, appliances;
- One-time minor improvements to safety (e.g., plexiglass, signage) or accessibility (e.g., grab-bars, railings, ramps, benches, lighting, audio enhancements) including repair costs associated with these supports;
- One-time training, education or workshops for staff and volunteers, such as train-the-trainer programs (e.g., the Elder Abuse Prevention Ontario program *It's Not Right*);
- Special one-time marketing and communications costs related to SALC programs and services for seniors and older adults (including accessibility related costs);
- One-time promotional items to directly promote the SALC program activities and services, if the costs are modest and reasonable, and the use of the Ontario logo, if desired, is pre-approved by the Ministry and applied in accordance with the rules set out in the Acknowledging Support of Government section of these Guidelines;
- One-time technology purchases such as computers, credit or debit machines, software, projectors;
- Consulting fees for research related to the needs of local seniors and older adults (so long as it is shared with MSAA for information purposes); and/or
- Piloting new enhanced, virtual or remote SALC programming options for seniors such as video computer instruction, fraud prevention and financial management

webinars, online first aid courses, or teleconference social sessions (e.g., the Seniors' Centre Without Walls model).

- Note: while a Special Grant can be used to fund an initial pilot, should the SALC program decide to continue the activity in future years, the operating costs for that activity should be included in the regular maintenance and operating budget of the SALC program.

Examples of **ineligible** expenses include:

- Gift cards (since expenditures can be made in subsequent fiscal years);
- Purchase of groceries or food boxes for older adults or seniors unrelated to programing;
- Purchase of physical space (e.g., land, building);
- Capital acquisition or large construction projects, planning or building new facilities, major renovations or significant upgrades to buildings;
- Mortgage payments, loans, interest, investments; and/or
- Anything already funded by the Seniors Community Grant Program, Inclusive Community Grant Program, or other sources of provincial government funding.
- Alcohol

If a Special Grant is awarded, the operator must use the Special Grant funds for the purpose set out in the application for the Special Grant. Operators require prior approval before using Special Grant funds for a different purpose. Operators may request this prior approval by submitting a written request to their RDA.

Funding Partner(s) Commitment

As stipulated in the SALCA, financial support of the maintenance and operating costs of the SALC program is mandatory to qualify for SALC funding. SALC operators are responsible for securing a commitment from a financial partner, or making the commitment themselves, to provide the required contribution to the cost of operating and maintain the SALC program.

The value of the contribution can be in cash or, subject to approval, personal property or services that are equivalent in value to a cash contribution (i.e., in-kind), or a combination of both. In-kind contribution commitments are reviewed during the budget submission process and must be approved by the ministry.

As specified in the SALCA, the contribution must be:

- For programs approved after April 1, 2008 – a minimum of 20 percent of the net annual cost of maintaining and operating the program for the funded year; and
- For programs approved prior to April 1, 2008 – a minimum of 20 percent of the 2007-08 net annual cost of maintaining and operating the program.

Each year, the operator is required to work with their funding partner(s) and is responsible for confirming in their application form that the funding partner(s) will provide their share toward the maintenance and operation of the SALC program. Operators are also able to provide the 20 percent contribution themselves. Operators

must notify the province if there is a change in the required funding partner(s) contribution(s) they receive.

A Funding Commitment Letter from each funding partner detailing the commitment to provide all or part of the required 20 percent funding contribution for 2025-26, must be submitted with the budget submission form.

Funding partner contributions must be used to support SALC program delivery.

Operators are required to track cash and in-kind contributions from the funding partner(s) as separate items in the SALC funding request and financial reports.

Any questions or concerns related to the funding partner(s) contribution requirement should be discussed with Regional Development Advisors as soon as possible to allow potential issues to be resolved in a timely manner.

In-kind Contributions:

In-kind contributions are non-monetary resources to support costs directly related to SALC program delivery, maintenance and operations.

The value of in-kind contributions should be estimated using either current market value or an appraisal.

In-kind contributions can be in the form of goods or services, including use of facilities or labour, provided to support the program at no cost.

Examples could include:

- Access to funding partner teleconferencing or videoconferencing systems;
- Funding partner staff time to prepare and deliver educational presentations;
- Mentorship to build SALC operators' capacity;
- Hand sanitizer or personal protective equipment for staff or volunteers;
- Provision of cleaning and disinfecting products;
- Provision of plexiglass safety shields;
- Space rental at current market value;
- Yard maintenance/snow removal services;
- Funding partner staff time to prepare financial reports;
- Consultant services provided for research purposes; and/or
- Data/reports/gap analysis to support research about seniors and older adults that would be provided at a cost to other clients.

Each in-kind personal property and/or service provided and its value (including how the value was calculated) must be listed in the Funding Partner Commitment - In-Kind table in the application form. The operator is responsible for ensuring that the reported market value for all items involving an in-kind contribution is reasonable. MSA can request evidence (i.e., in the form of quotes from local organizations) if there is any question about the valuation reported.

Applying for Funding

Operators apply for funding through annual budget submission by completing an application form and submitting it via Transfer Payment Ontario by the deadline set by MSA. Late submissions may not be eligible for funding. You must inform your RDA in writing if you are unable to submit your application form by the deadline but still require funding for the upcoming year.

Operators that receive funding for multiple SALC programs must complete a separate application form and final report for each SALC program.

Each SALC program has been assigned a unique, four-digit number so that the program can be tracked from year to year. Operators will be reminded of the number by MSA by email when the 2025-26 application period opens. This number must be entered into the application form each year. If a SALC operator runs multiple SALC programs, they have been assigned a unique number for each program.

Note: Funding for one program cannot be used or transferred to another program.

MSA expects all SALC operators to request funding based on the level of programming they plan to be able to offer in 2025-26. All SALC programs receiving funding must be offering either remote programming (e.g., web or phone-based), in-person programming, or a combination of these formats.

If an operator is not able to use its SALC funding to offer in-person, remote or virtual SALC programs, this should be reflected in their final report, and they are to return these unspent funds to the Province at the end of the fiscal year or at the request of the Province.

Quick Reference Guides on how to navigate the TPON system are available on the [TPON webpage](#). To access the TPON system visit:
<https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For help with the Transfer Payment Ontario system, contact Transfer Payment Ontario Client Care Monday to Friday from 8:30am to 5:00pm at:

Toll-free: 1-855-216-3090

TTY: 416-325-3408

Toll-free TTY: 1-800-268-7095

Email: TPONCC@ontario.ca

Approval of Applications

MSA will review each application received by the deadline for funding to ensure that the funding partner(s) contribution is correct, the budget is reasonable and proposed expenses are eligible. RDAs will contact the operator if they have any questions.

If an operator is approved for funding in 2025-26, MSAA will provide the operator with a funding letter that specifies the maximum funds it is eligible to receive in the 2025-26 funding cycle. It is important to read this operational approval letter carefully, and to contact your RDA in a timely manner if there are any questions.

Once approved, no additional funding will be provided by MSAA.

It is important that the operator keep this letter for their records for at least seven years, especially for audit purposes.

Immediately after funding is confirmed via an operational letter, operators will be required to provide proof of insurance for the current year. Insurance requirements are provided in section A10.1 of the transfer payment agreement. Please see Appendix A for a sample Certificate of Insurance, which could be provided as proof of insurance. Please contact your RDA with any questions.

Payments

Each year MSAA flows Maintenance and Operating payments on a quarterly basis (e.g., 1st Quarter payments are issued between April and June, 2nd Quarter payments are issued between July and September, etc.).

If an operator applied and is approved for a Special Grant, it will receive a one-time payment in the approved amount of the Special Grant.

It is important for operators to:

- Complete all mandatory online report-backs throughout the year; and
- Submit their final report via TPON to remain in good standing.

Operators that have not submitted their reports and/or online report-backs by the deadline may have future quarterly payments and/or Special Grant payment withheld.

Changes to Expenditures

Operators must notify their RDA in writing (email is acceptable) if there is any change to how they plan to spend the Special Grant. The RDA will review the request to ensure the expenditures are eligible in accordance with these Program Guidelines, and that the related activities can realistically be completed by year end. The RDA will notify the operator if the request is approved.

Requests for changes to using funds as planned and agreed by the operator and the province can be made at any time throughout the year but must be made in writing and approved by MSAA in advance of any proposed change in the use of the funds.

Mandatory Interim Reporting

MCAA may require SALC operators to complete online report-backs to help MCAA quickly gather information from SALC operators to better support them and their programs.

Operators will receive an email with a link to complete the online report-back from their Regional Development Advisor. Typically, there will be a maximum of four report-backs per program cycle, up to one per quarter.

Quarterly payments and Special Grants may be withheld from operators that have not submitted an online report-back.

Final Report Process

An essential part of the SALC Program funding cycle is reporting back to MCAA on actual expenditures and program results achieved.

MCAA will request a final report at the end of the fiscal year (March 31st). Typically, final reports are due three months after the end of the fiscal year (June 30th).

Submitting a final report and returning unspent funds is the final step in the annual funding cycle. SALC operators will be required to return any program funds paid to them that they did not spend on eligible expenses for SALC programs.

Operators will be asked to confirm in their final report that program funding was only spent on eligible SALC expenses and in accordance with the program dates outlined in these Guidelines.

Only cheques are accepted by MCAA for the repayment of unspent funds.

Quarterly payments and Special Grants for a subsequent fiscal year may be withheld from operators that have not submitted a final report-back or returned unspent funds.

Records and Information Management

Note that all documentation associated with the funding application, approval, actual expenditures (including proof of purchase for all items), and the final report submitted to MCAA **must be saved** by the operator **for provincial audit purposes for a period of seven years**. An audit or request for proof of purchase can be requested by MCAA on behalf of the Province at any time during this period.

As part of MCAA's audit requirements, soon after the end of each fiscal year as part of the final reporting process, a sampling of SALC programs will be asked to provide a summary of SALC Program expenses followed by copies of selected invoices to verify that SALC Program funding was spent on eligible expenses.

Tracking Funding and Financial Reporting

It is essential that operators keep track of funding from MSAA on behalf of the Province and their funding partner(s) separately. This ensures they can report on the different sources of funding in a manner that is transparent to both the accounting firm that audits the operator and to MSAA.

Along with the final report, **non-municipal** operators are required to submit a copy of financial statements to MSAA. The type of financial statement required depends on the operator's operating revenues, as outlined below.

Operators that have operating revenues:

1. \$100,000 or more will require a full **audit engagement** to be completed.
 - An audit engagement requires an auditor (an independent professional public accountant) to provide the client the highest level of assurance on the client's financial statements, including but not limited to consideration and evaluation of the internal control system of the company, which may include testing the effectiveness of the system; tests of the underlying documentation to support account balances; observation of the physical inventory counts; and outside confirmation of account receivable balances.
2. Between \$50,000 and \$99,999.99 can choose to have a **review engagement** done, in lieu of a full audit engagement.
 - A review engagement requires an independent professional public accountant to review financial statements to ascertain whether they are plausible, not misleading, and that the accountant is satisfied that the financial information is presented in accordance with generally accepted Canadian accounting standards for non-profit organizations. Board members usually must waive having audited financial statements prepared, in favour of a review engagement. Reviews provide limited assurance that the financial information conforms to generally accepted accounting principles. This process is less expensive than a full audit engagement.
3. Less than \$50,000 can submit a **board-endorsed financial statement** – a statement of finances with a letter signed by two senior officials.
 - Board-endorsed financial statements disclose the financial state of an operator and an accountability of funding, including how it was spent. There is generally no additional cost to prepare financial statements as it is usually done by the treasurer or other financial staff. **Statements must be approved by two senior officials**, such as the Board Chairperson, CEO, CFO, President, or Vice-President.

Municipal SALC operators are required by MSAA on behalf of the Province to provide financial reports that clearly show the provincial SALC Program funding. This can be done through consolidated financial statements or through the provincial Financial Information Return (FIR) system. To reduce duplication, municipalities must report SALC funding in the FIR system under Schedule 12, Ontario Conditional Grants, Social

and Family Services, Line 1220 - Assistance to Aged Persons, or Recreation and Cultural Services. Municipalities that identify SALC funding through the FIR system are not required to submit separate audited statements unless requested by MSA.

Any municipality that does not report to the Province through the FIR system is required to submit financial reports audited by an independent accounting firm directly to their Regional Development Advisor.

Performance Measurement

Good reporting and performance measurement are central to the Province’s commitment to transparency and accountability.

Collecting measurable data is the first step in measuring performance, and can help operators:

- Meet program requirements and provincial objectives.
- Demonstrate their value to seniors and older adults and their communities.
- Ensure that SALC programs are being used to their full potential.
- Better connect seniors to their communities as a result of SALC programs and services.

This data will also provide the Province with assurances that operators:

- Use the provincial funding for the purposes intended.
- Achieve the outcomes that operators outline in their application.
- Comply with the terms and conditions of transfer payment agreements and the SALCA.

Operators are required to provide the following SALC program data in both the initial application as goals and in their final report as results achieved:

Participation:	<ul style="list-style-type: none"> • Number of members or unique participants in the SALC program • Number of volunteers supporting the SALC program • Number of veterans that will benefit • Number of programs or services delivered that will serve veterans • Number of programs or services delivered at a Legion
Operations:	<ul style="list-style-type: none"> • The number of days per year that activities and services are offered • Total number of activities and services supported by SALC funding • Delivery of intergenerational activities
Inclusiveness:	<ul style="list-style-type: none"> • Demographic groups that participate in SALC programming

Connectedness:	<ul style="list-style-type: none"> • Whether and how the SALC program provides information about other programs or services in your community • Whether the SALC program refers clients to other programs or services in the community, and if so, which programs or services
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Additionally, in the final report, SALC operators must provide the following information:

Providing Seniors with the Services they Need:	Number of times activities in different programming categories were offered in an average week
Improving Access to Services for Seniors:	How the SALC program is helping seniors improve their access to programming and services
New Partnerships:	Number of new collaborations with local organizations created during the year (such as information sharing, business, space sharing, etc.)

Feedback from SALC Members/Participants

During the funding year, SALC operators must survey SALC members/participants to determine their level of agreement, with the following statements related to the outcomes of the SALC program. Levels of agreement are on a five point scale: strongly agree (5), agree (4), neither agree nor disagree (3), disagree (2), strongly disagree (1), not applicable/don't know.

For 2025-26 the survey statements are:

- The SALC program helps me feel more engaged in my community
- The SALC program meets my needs and interests
- I am happy with the SALC program's activities in my community.
- The SALC program's activities help to reduce social isolation in the community
- I feel more physically active after participating in SALC program activities
- I feel more mentally active after participating in SALC program activities
- The SALC program made me feel safer and happier in my community.

If the SALC program provides services to veterans, then the survey must include the following additional statement:

- The SALC program made me feel more involved in my community as a veteran.

Survey feedback results collected during the program year (April 1, 2025 to March 31, 2026) will be reported in the final report for 2025-26 which will be due to the Ministry by June 30, 2026.

Program Delivery

For operators to remain in good standing and continue to receive their approved funding, they must request and receive approval for any of the following program changes through their RDA. Operators may request program changes at any time throughout the year. Requests must be made in writing and approved by MSAA **in advance** of the operator implementing any change.

The following program changes require pre-approval :

- Changes to the location SALC program activities and services are offered;
- Changes to the SALC program name;
- Significant changes to aspects of the programming (for example a change from remote programming to in-person programming);
- A merger of the operator with another organization or change of operator; or
- Any other changes to the program or to the operator that reasonably ought to be brought to the attention of MSAA.

Minor programming changes to activities and services offered do not require pre-approval (for example changing from offering pickleball to offering chair yoga).

Confirm with your RDA if a program change being considered requires prior ministry approval.

The operator is responsible for requesting approval to implement a proposed change through their RDA as soon as possible so that there is no interruption in SALC Program funding. The RDA will notify the operator if there is any documentation required to be able to review and decide whether to approve the program change.

In a request for pre-approval to change a program's location, operators are required to demonstrate that any new location at which programs would be held is safe, accessible, and that SALC program participants would be informed of the move. Operators must also show that any changes to aspects of the SALC program ensure that it continues to serve at least the same number of seniors and be supported by the funding partner(s).

The RDA will send the operator a letter of decision once all the required documentation has been submitted and program requirements have been satisfied.

Operators must keep their program's online (e.g., webpage, Facebook page, social media) or phone voicemail messaging up-to-date so that information about available programming is current and clear for the public. Please also inform MSAA of any contact information changes so they can be incorporated into MSAA's [online SALC program locator](#).

French Language Services

SALC operators that deliver programming in one of the [26 French designated areas of the province](#), are encouraged to provide all programming and program information in both English and French. Additionally, French and English resources should be made available simultaneously to the public.

Please also note that operators that are bound by the French Language Services Act (FLSA), must comply with their legislative requirements under the act, related to any aspect to SALC programming.

Site Visits

As part of ongoing community development activities, RDAs may visit each SALC program to confirm funds are being spent for the purposes intended and verify that funded activities are taking place as intended.

Acknowledging Support of Government

For products developed using SALC funding, SALC operators are required to acknowledge the Government of Ontario. The logo may appear on SALC program products with the acknowledgement wording addressed below.

The Ontario logo is the main identifier for the Ontario government's activities. It consists of a fixed combination of a stylized trillium and a unique typesetting of the word Ontario. These are inseparable elements of the Ontario logo. They must not be used independently of each other, nor must their relationship be altered or modified in any way. The ministry name should not be used with the Ontario logo.

The acknowledgement must appear on the copyright or credit page of the product. The Ontario logo may appear as part of the acknowledgement.

Suggested Acknowledgement Wording

A. With support provided by the Government of Ontario.

OR

B. This [product/product name] was [presented/produced] by [SALC operator name] with support from the Government of Ontario.

Please note that the Ontario logo is protected under Canada's *Trademarks Act* and is restricted for official government use or by permission only.

Resources

For more information about programs or services in your community, contact your Regional Development Advisor. 211 Ontario (<https://211ontario.ca/>) is also a helpful resource, providing information on, and referrals to, Ontario's community, social, health-related and government services.

Lottery and Gaming

Charitable organizations that offer lotteries and gaming should, for ethical fundraising purposes, consult with their local municipality and the Alcohol and Gaming Commission of Ontario (AGCO), which governs lottery and gaming requirements. For more information, refer to: <https://www.agco.ca>.

Program Updates

To stay up to date on MSAA announcements, programs and services follow us on:

- X (formerly Twitter): @SeniorsON | @AinesON
- Facebook: Seniors Ontario | AinesOntario
- LinkedIn: Ministry for Seniors and Accessibility
- Help us share your good work by tagging us!

Occasionally general program information may be sent to you from SALCsupport@ontario.ca. Be sure to add SALCsupport@ontario.ca to your email safe senders list.

SALC operators are also invited to share high-quality photos and/or videos with MSAA provided the operator has obtained the written consent of any individuals depicted in the images along with a provincial written consent form available from a Regional Development Advisor. The SALC operator and their photos/videos may be used in promotional activities such as MSAA's social media channels. You can send photos, videos and consents to SALCsupport@ontario.ca

For questions regarding funding or MSAA's expectations this year, contact a Regional Development Advisor to get more information. To find a Regional Development Advisor that serves your program delivery area, please visit the [provincial directory](#).

Appendix A – Sample Certificate of Insurance

Name and address to whom issued: (4) His Majesty the King in Right of Ontario as represented by the Minister for Seniors and Accessibility, 777 Bay Street, Suite 600C, Toronto, ON, Canada, M7A 2J4			Name and address of Insured (1)		
Type of insurance (4a)	Insurer	Policy Number	Expiration	Coverages	Limits of Liability
Commercial General Liability (5) Including: - Non-owned Automobile - Blanket Contractual Liability - Products and Completed Operations - Cross Liability and Severability of interests clause - Personal Injury - Employers Liability or WSIB Clearance	Insurance Co. Canada	xxx	31-03-2026 (2)	Inclusive Limits, Bodily Injury and Property Damage Liability	Each Occurrence or Accident: \$2,000,000 General Aggregate: \$2,000,000 (4b)
Additional Insured: His Majesty the King in right of Ontario, his ministers, agents, appointees and employees. (3) SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE ABOVE NOTED POLICIES					
(6) **EVIDENCE OF INSURANCE ONLY** CANCELLATION: Should any the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30-days written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) affording coverage, its agents or representatives. Issued at: Toronto, Ontario Date: (7) Signature:					

Certificate of Insurance Provisions (correspond to the numbers in brackets in the sample certificate above)

- (1) State that the insured party is the recipient organization with whom the Ministry for Seniors and Accessibility has contracted. This is important since a policy will only cover the Named Insured on the policy.

- (2) Identify the date of coverage (i.e., the project/program duration).

- (3) Identify the Ministry for Seniors and Accessibility as an additional insured by using the following language: "His Majesty the King in Right of Ontario, his Ministers, agents, appointees and employees." This phrase should appear on the certificate face under a memo heading or special note box.

(4) Identify the type (a) and amount (b) of coverage (i.e., Commercial General Liability Insurance is listed and is on an occurrence basis for two million dollars).

(5) Identify all the endorsements requested in section A10.1 of the Transfer Payment Agreement signed by the Seniors Active Living Centre (SALC) operator.

(6) Include a statement that the certificate holder (the Ministry for Seniors and Accessibility) will be notified of any cancellation or material change within 30 days.

(7) Include the signature of an authorized insurance representative.



COUNCIL REPORT

Department: Administration

Date: January 21, 2025

Report Number: Administration-2025-003

File: Request to purchase part of a road allowance

Attachment: Request for Road Allowance
Purchase Allowance Photos

Recommendation: THAT Council receive report #CAO2025-02

Background: Mr. Elliott recently reached out to the Township to inquire about the possibility of purchasing part of a road allowance

Discussion:

There are provisions in the Municipal Act, allowing municipalities to stop up, close road allowances to allow for the sale of those lands. When looking at closing a road allowance, a municipality must consider present and potential future use of the road allowance to ensure all present and future adjacent properties have proper access to their lands.

Administration is reaching out to Council to find out if this is something the Township would entertain prior to expenses being incurred by either party including the purchaser obtaining an appraisal for the lands.

Financial Impacts:

The sale of the lands would include full cost recovery including all legal fees, plus the purchase price of the lands.

Alignment to Strategic Plan:

Determine strategic direction for underutilized municipal lands.

Alignment to the CEEP:

Respectfully Submitted By:

Véronique Dion, CAO/Clerk

Reviewed By:

Jason Elliott

[REDACTED]

[REDACTED]

January 3rd

Township of Billings

Mayor and counsel

15 old Mill Rd

Kagawong Ontario p0p1j0

Hi my name is Jason Elliott and my family and I are wondering if the purchase of the concession allowance located on the North side of lot 7 concession A Allan Township is a possibility. The reason for the purchase is to open the option for placement of new build. The angle of the waterfront compared to allowance limits options and because our family owns both sides if the township can't foresee any necessary use for the allowance we would be happy to make it a taxable piece of our property. If this is a possibility I look forward to working with you. If a site visit is needed or if someone would like to take a peek for a clear perspective I'm always available.

Contact information

Phone number [REDACTED]

Email. [REDACTED]

Jacksonville Rd

Lebar Rd

Family Owned

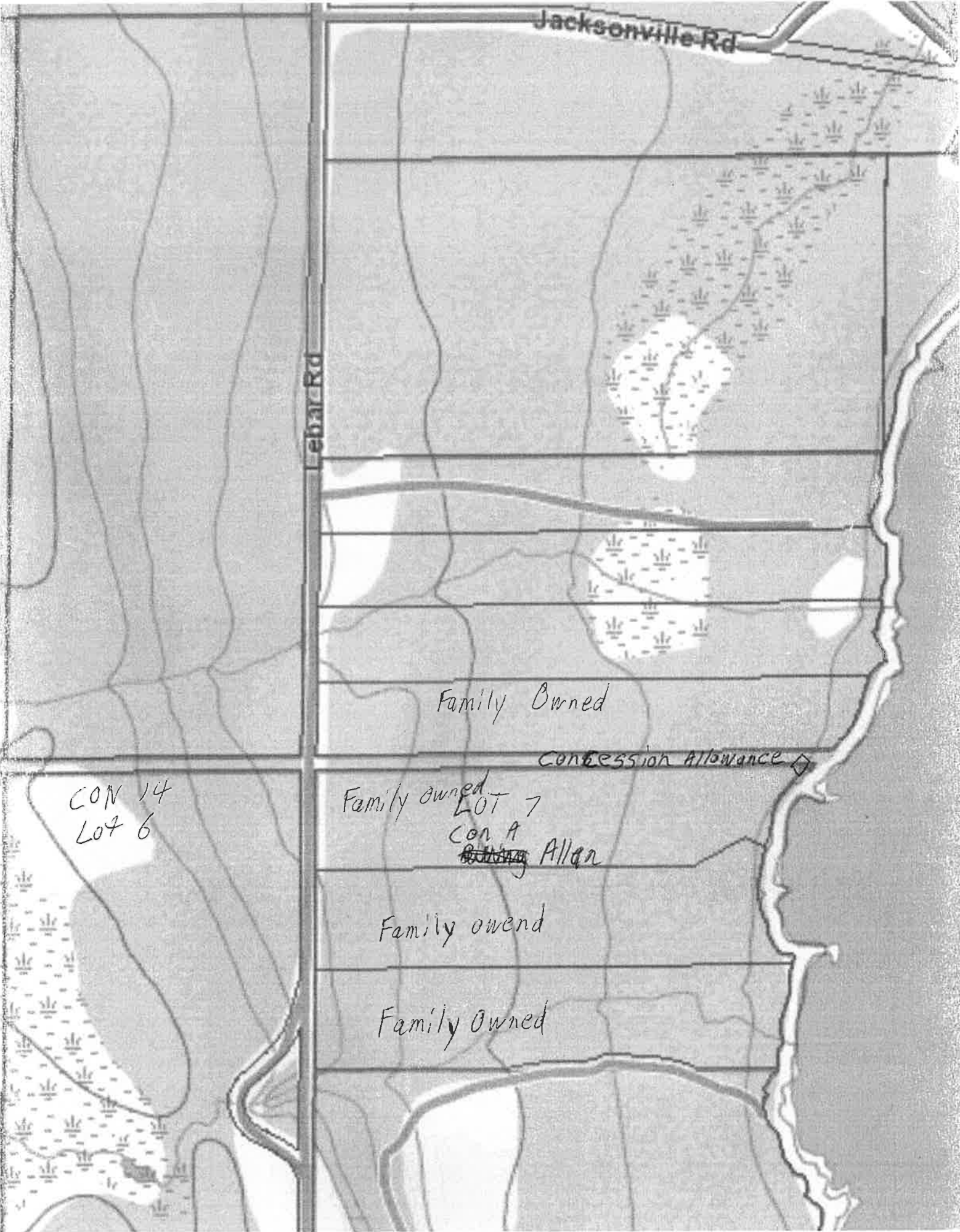
CONCESSION ALLOWANCE

CON 14
LOT 6

Family owned
LOT 7
CON A
~~Allen~~ Allen

Family owned

Family Owned



Range A SDRd

Lebar Rd

836



Brothers Place

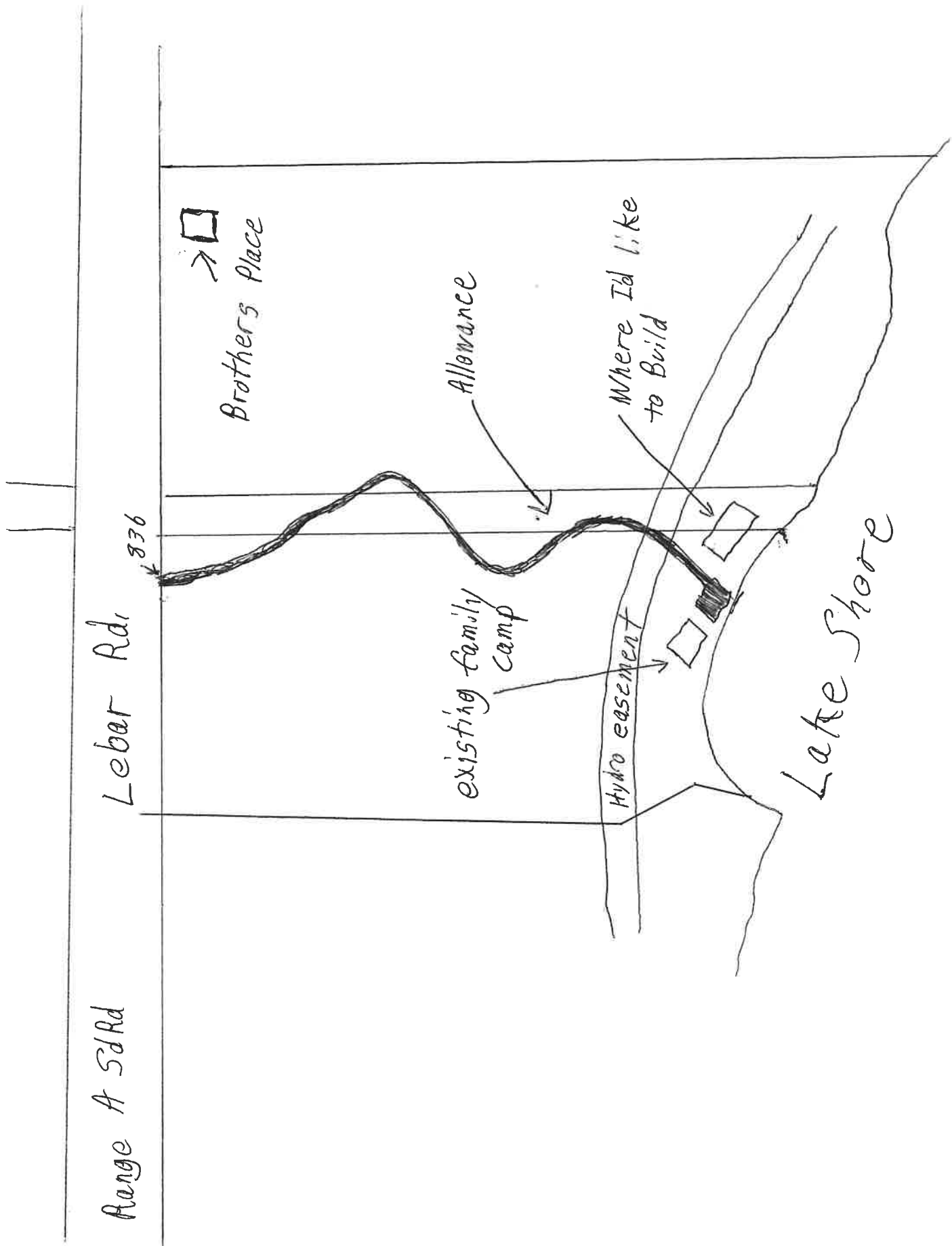
existing family
camp

Allowance

Hydro easement

Where I'd like
to Build

Lake Shore



THE CORPORATION OF THE TOWNSHIP OF BILLINGS

BY-LAW 2012-20

BEING A BY-LAW TO ESTABLISH PROCEDURES FOR THE SALE OF MUNICIPAL PROPERTY

WHEREAS the Ontario Municipal Act s.o. 2001 c.25 Section 270(i) requires a municipality to adopt a by-law with respect to its sale and disposition of land.

1. DEFINITIONS:

For the purposes of this By-Law the words and phrases listed below shall have the following meaning ascribed to them:

CLERK TREASURER shall mean the Clerk Treasurer of the Corporation of the Township of Billings

COUNCIL shall mean the Council of the Corporation of the Township of Billings

DISPOSAL shall mean the sale of real property or the lease of real property for a period of 21 years or longer.

OPINION OF VALUE shall mean an opinion as to the amount that the real estate might be expected to realize if sold in the open market by a willing seller to a willing buyer.

REAL PROPERTY shall mean the land and buildings.

SURPLUS LAND shall mean land that the municipality has deemed to be disposable.

TOWNSHIP OR MUNICIPALITY shall mean the Corporation of the Township of Billings.

2. SURPLUS LANDS

Prior to the disposal of any real property, the Council shall by resolution passed at a meeting open to the public, declare the real property to be surplus.

3. UNSOLICITED OFFERS

Unsolicited offers to purchase real property may be processed for sale provided:

- a) The property is of a non-buildable size, or
- b) The property is undersized

The procedure of selling the property through real estate may be waived at Council's discretion.

4. OPINION OF VALUE

When deemed appropriate by the Clerk Treasurer, an "Opinion of Value" of land declared surplus shall be obtained from a local realtor.

5. SALE OF LAND

The property that has been declared surplus shall be marketed to the general public in a manner which the Clerk Treasurer determines suitable, having regard for the nature of the property and time restrictions, if any. Marketing strategies may include listing with the real estate, invitation to tender, request for proposal, public auction or lease.

6. GRANTS

Notwithstanding anything in this by-law, the Municipality may by By-Law authorize the transfer of surplus land by way of grant pursuant to the Municipal Act, 2001, section 107, to such person or Corporation as it deems appropriate and upon terms satisfactory to Council.

7. OTHER

Notwithstanding anything contrary to this By-Law, Council may, by resolution, provide for procedures other than those provided for in this By-Law

8. Effective date

- a) This By-Law shall come into force and take effect the day of passage.
- b) By-Law 95-16, 2003-01 and By-Law 2004-30 is hereby repealed.

Read a First and second time this 5th Day of June, 2012.

Read a third time and enacted this 18 day of June, 2012



Austin Hunt, Mayor



Kathy McDonald, Clerk Treasurer



COUNCIL REPORT

Department: Administration

Date: January 21, 2025

Report Number: Administration-2025-005

File: D12/D15 Oakes Cottages Zoning/Subdivision Applications – 732 Monument Road – Pre-Consultation (3)

Attachment: Aerial Image and Draft Plan of Subdivision

Recommendation:

THAT Council receives report Administration-2025-003 for information, and Further that Council directs staff to inform the agent for JBR Ventures that:

1. The Township of Billings strongly prefers the creation of a through road to serve both sections of the proposed development.
2. The preferred and intended method for dealing with the identified shoreline encroachments on proposed lots 4, 6, &7, and any others that may occur, is through encroachment agreements.
3. The preferred method of addressing the set-back inadequacy identified on proposed lot #5 is through a zoning by-law amendment to achieve legal non-conformity.

Background:

Staff last reported on this building and planning matter for the October 6th regular meeting (BP-2024-10-06). That report indicated that several topics had been discussed at a virtual meeting held on September 4th, 2024. This meeting was attended by municipal staff, staff from Cobide Engineering Inc. (the municipality's planning consultants on this project), the secretary-treasurer of the Manitoulin Planning Board, and staff from the proponent's agent, Tulloch.

Discussion:

Tulloch's lead planner on this development contacted municipal staff via email on January 6th, enquiring further – seeking the municipality's preference/inclination and/or preferred methodology(s) - regarding three (3) of the topics discussed at that meeting. They are as follows:

1. Municipal staff has made the point that a through road, servicing both portions of the subdivision, rather than two separate roads culminating in Cul de sacs, would be more appealing to the Township, mainly because they would be easier to maintain.
2. Zoning considerations:
 - a. Three of the proposed lots (#s 4, 6 & 7) in the Western part of the development contain existing structures which totally or partially encroach on the shoreline



road allowance. Options for dealing with this were discussed during the meeting. These included entering into encroachment agreements for each of those properties.

3. A different proposed lot, #5, has an existing structure which does not encroach on the shoreline road allowance, but has no setback. This could be made legally conforming through a zoning by-law amendment.

With respect to #1 above, part of the proponent's rationale for designing the development with 2 dead-end roads (with cul-de-sac), is to maintain, relatively unimpacted, the existing commercial business (trailer park) in the centre of the subject property. A re-design with through road will likely have significant impact on that land-use.

As a further note, Council is reminded that this planning matter is still in the pre-application stage, in which there is discussion between the proponent and municipal and planning board staff, regarding overarching considerations. If the proponent proceeds with the development, there will be formal applications on both the subdivision development and zoning by-law amendment fronts. The planning board has formal approval for subdivision applications, and zoning amendments are the purview of the municipality. Council will be consulted through the subdivision process, and public consultation is a component of both.

Financial Impacts:

There are no financial impacts resulting from this report. As per By-Law No. 2023-87 being the Tariff of Fees – Planning Matters, the developer is responsible for all associated expenses for consultant review.

Alignment to Strategic Plan:

Strategic Priority - Infrastructure: Ensure that current and future township assets are managed to be sustainable to meet our long-term needs.

Alignment to the CEEP:

There is no direct alignment to the CEEP.

Respectfully Submitted By:

Todd Gordon, MPM

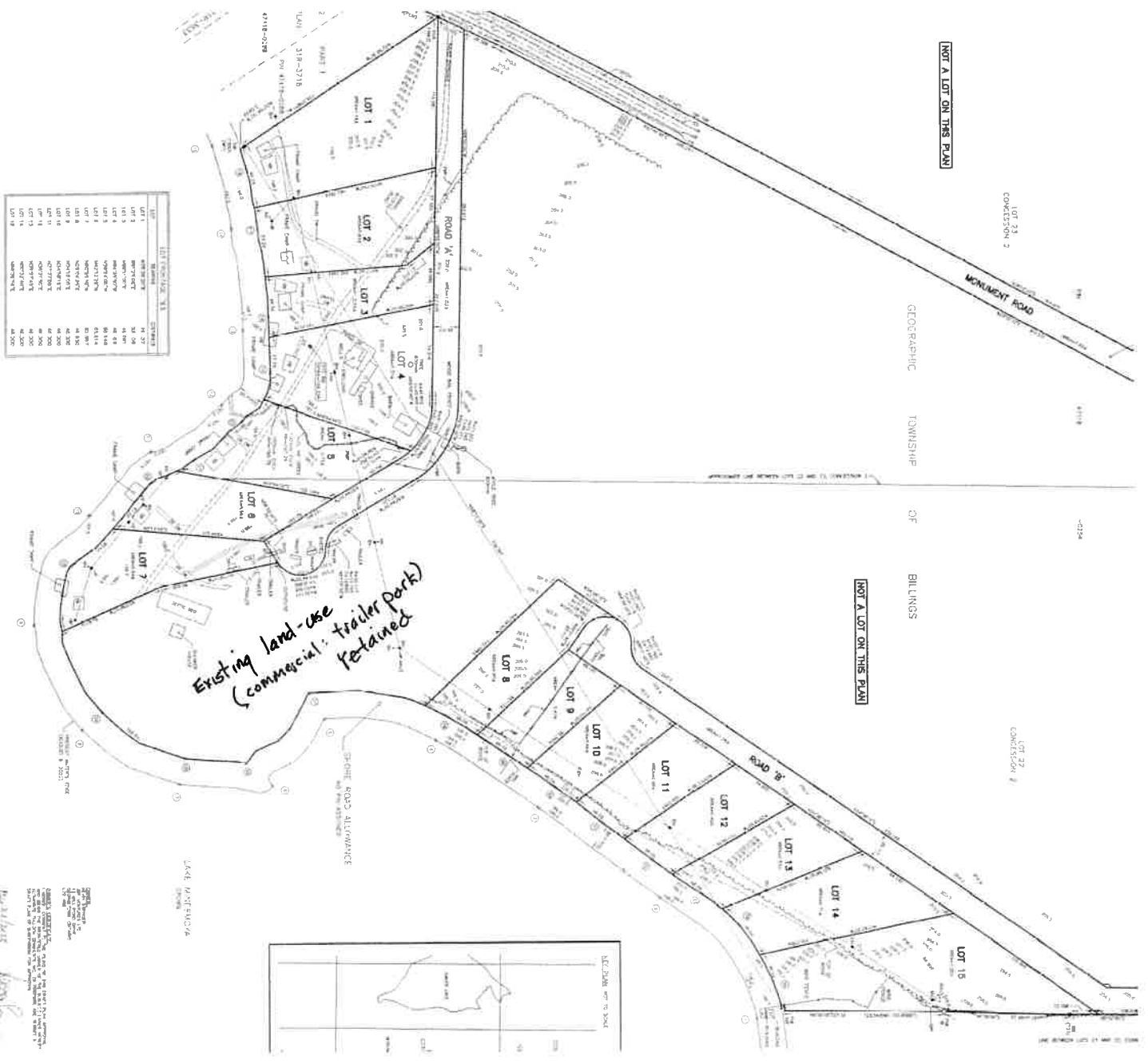
Reviewed By:

Veronique Dion, CAO/Clerk

Environs of Proposed Subdivision, in Relation to Monument Rd. and Lake Mindemoya
Compiled from Twp Arc-Info (GIS) info



Draft Subdivision Plan, Showing General Lay-out Within Subject Properties
 Monument Road borders on the West and North (North is right side of image)



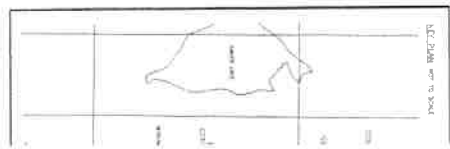
LOT	AREA (AC)	AREA (SQ FT)	PERCENT
LOT 1	14.27	987,487	14.27
LOT 2	14.27	987,487	14.27
LOT 3	14.27	987,487	14.27
LOT 4	14.27	987,487	14.27
LOT 5	14.27	987,487	14.27
LOT 6	14.27	987,487	14.27
LOT 7	14.27	987,487	14.27
LOT 8	14.27	987,487	14.27
LOT 9	14.27	987,487	14.27
LOT 10	14.27	987,487	14.27
LOT 11	14.27	987,487	14.27
LOT 12	14.27	987,487	14.27
LOT 13	14.27	987,487	14.27
LOT 14	14.27	987,487	14.27
LOT 15	14.27	987,487	14.27
LOT 16	14.27	987,487	14.27
LOT 17	14.27	987,487	14.27
LOT 18	14.27	987,487	14.27
LOT 19	14.27	987,487	14.27
LOT 20	14.27	987,487	14.27
LOT 21	14.27	987,487	14.27
LOT 22	14.27	987,487	14.27
LOT 23	14.27	987,487	14.27
LOT 24	14.27	987,487	14.27
LOT 25	14.27	987,487	14.27
LOT 26	14.27	987,487	14.27
LOT 27	14.27	987,487	14.27
LOT 28	14.27	987,487	14.27
LOT 29	14.27	987,487	14.27
LOT 30	14.27	987,487	14.27
LOT 31	14.27	987,487	14.27
LOT 32	14.27	987,487	14.27
LOT 33	14.27	987,487	14.27
LOT 34	14.27	987,487	14.27
LOT 35	14.27	987,487	14.27
LOT 36	14.27	987,487	14.27
LOT 37	14.27	987,487	14.27
LOT 38	14.27	987,487	14.27
LOT 39	14.27	987,487	14.27
LOT 40	14.27	987,487	14.27
LOT 41	14.27	987,487	14.27
LOT 42	14.27	987,487	14.27
LOT 43	14.27	987,487	14.27
LOT 44	14.27	987,487	14.27
LOT 45	14.27	987,487	14.27
LOT 46	14.27	987,487	14.27
LOT 47	14.27	987,487	14.27
LOT 48	14.27	987,487	14.27
LOT 49	14.27	987,487	14.27
LOT 50	14.27	987,487	14.27

Existing land-use (commercial: trailer park) retained

NOT A LOT ON THIS PLAN

NOT A LOT ON THIS PLAN

GEOGRAPHIC TOWNSHIP OF BILLINGS



I, *[Signature]*, Surveyor
 do hereby certify that the above is a true and correct copy of the original plan as filed in my office.
 Witness my hand and seal this *[Date]* day of *[Month]*, 20*[Year]*.
[Signature]
 Surveyor

From: Patrick Fantin [REDACTED]
Sent: December 30, 2024 3:02 PM
To: Tiana Mills tmills@billingsstp.ca
Subject: Hydro One Power Outages

This message is for the Billings Council regarding persistent power outages caused by failure of the Hydro One network on and feeding Manitoulin Island.

Can you please let me know if Council has contacted Hydro One to voice their concern about the impact these outages are having on individuals especially during winter months. I currently have a residence in Hanmer and on Maple Point. I have more power outages on Maple Point in a year than I have had at my Hanmer residence in the past 15 years. Both are serviced by Hydro One. The state of their network on Manitoulin is unacceptable in a modern society that has seen an increase in remote work but it also hinders the ability of Billings to attract new people to this area.

I appreciate the time you have taken to read this message and look forward to your reply.

Patrick Fantin, P. Eng
[REDACTED]



MANITOULIN PLANNING BOARD

40 WATER STREET - UNIT 1 - P.O. BOX 240 - GORE BAY - ONTARIO - P0P 1H0
☎ 705-282-2237 📠 705-282-3142

NOTICE OF PUBLIC MEETING TO IMPLEMENT A NATURAL HERITAGE SYSTEM STRATEGY FOR THE DISTRICT OF MANITOULIN, AS AMENDED NOVEMBER 19TH, 2024

TAKE NOTICE that the Manitoulin Planning Board will hold a Public Meeting for the purposes of receiving public comments regarding the adoption of a Natural Heritage System Strategy (NHSS):

PUBLIC MEETING DATE:	Tuesday, January 28 th , 2025
TIME:	7:00 p.m.
PLACE:	Manitoulin Planning Board Office 40 Water Street, Unit 1, Gore Bay ON P0P 1H0

The Official Plan for the District of Manitoulin was adopted by the Manitoulin Planning Board by By-law No. 2016-01, in 2016. The District of Manitoulin Official Plan was approved by the Ministry of Municipal Affairs and Housing (MMAH) on October 29th, 2018, subject to several modifications. Modification No. 21 states that:

'Within the three years after the approval of the Official Plan, the Manitoulin Planning Board shall prepare an Area-Wide Natural Heritage System Strategy (NHSS)'

An information session for a draft NHSS was held at the Mindemoya Community Hall, on Wednesday August 21st, 2019 from 7:00 p.m. until 9:00 p.m.; an electronic information session was held on Wednesday, November 10th, 2021 at 7:00 p.m.; and a Public Meeting was held on November 22nd, 2022 at the Planning Board Office. Information has been made available on the Manitoulin Planning Board website as well as in the local paper (The Manitoulin Expositor), including public notices, and a draft text and draft mapping. Due to Covid 19 this project was delayed. The Ontario Ministry of Municipal Affairs and Housing (MMAH) recommended amendments to the draft NHSS (2022) on November 19th, 2024. The Planning Board is ready to proceed with the next steps and will be holding a Public Meeting to consider adopting a NHSS for the District of Manitoulin, and passing a By-law to this effect. Then it will be sent to MMAH for their approval.

If you wish to provide comments/concerns/recommendations, or wish to attend the Public Meeting, or be notified of the decision of the Manitoulin Planning Board on the proposed NHSS, you must make a written request to The Manitoulin Planning Board, 40 Water Street, Unit 1, Gore Bay, ON P0P 1H0, **before January 27th, 2025.**

If a person or public body would otherwise have an ability to appeal the decision of the Manitoulin Planning Board to the Ontario Land Tribunal (OLT) but the person or public body does not make oral submissions to the Manitoulin Planning Board before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Manitoulin Planning Board before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

ADDITIONAL INFORMATION regarding the proposed text and proposed mapping for the NHSS is available on the Manitoulin Planning Board website www.manitoulinplanning.ca and are available to the public for inspection during regular business hours at the Manitoulin Planning Board Office, Monday to Friday, 8:30 a.m. until 4:30 p.m.

DATED at the Town of Gore Bay
this 8th Day of January, 2025.

Theresa Carlisle
Secretary-Treasurer
mpbcarlisle@bellnet.ca

Jake Diebolt
Project Lead
jaked@manitoulinplanning.ca

AMENDMENT NO. A-3

(AS AMENDED NOVEMBER 19TH, 2024)

TO THE

OFFICIAL PLAN

FOR THE

DISTRICT OF MANITOULIN

**AMENDMENT NO. A-3
TO THE
OFFICIAL PLAN
FOR THE
DISTRICT OF MANITOULIN**

The attached explanatory text and Schedule F constitutes Amendment No. A-3 to the Official Plan for the District of Manitoulin.

The following amendment to the Official Plan for the District of Manitoulin consists of two parts:

- PART A** **THE PREAMBLE** – consists of the purpose, location, and basis for the amendment and does not constitute part of the actual Amendment.
- PART B** **THE AMENDMENT** – including the text and Schedule F, sets out the actual Amendment.

PART A THE PREAMBLE

1. Purpose

The purpose of this Amendment is to implement a Natural Heritage System Strategy for the District of Manitoulin, as required by Modification No. 21 of the Official Plan for the District of Manitoulin as approved on October 29, 2018.

2. Location

The area affected by the Amendment constitutes all lands in the geographic Townships of Allan, Assiginack, Barrie Island, Burpee, Campbell, Carnarvon, Dawson, Gordon, Mills, Robinson, Sandfield, and Tehkummah; the Town of Gore Bay; and those portions of the Township of Sheguiandah and Bidwell that are within the Municipal boundaries of the Municipality of Assiginack.

For greater clarity, said lands being the area falling within the municipal boundaries of the Municipalities of Assiginack, Billings, Burpee-Mills, Central Manitoulin, Cockburn Island, Gordon/Barrie Island, and Tehkummah; the Town of Gore Bay; and the unincorporated areas of Robinson and Dawson.

3. Basis

The current Official Plan for the Manitoulin District was approved by the Ministry of Municipal Affairs and Housing on October 29, 2018. At that time, the Official Plan, by Modification No. 21, required that within three years the Manitoulin Planning Board update the Official Plan to include a Natural Heritage System Strategy in order to conform to Section 2.1.3 of the Provincial Policy Statement.

The Manitoulin Planning Board proposes to implement the Natural Heritage System Strategy into the Official Plan by replacing Section D-4(a) and D-4(b) of the Official Plan with updated text outlining the policies and components for the Natural Heritage System, and to add a new Schedule F to the Official Plan illustrating the components of the system (i.e. the Core Areas and Linkages). No amendments to Schedule D and Schedules D1 through D8 of the Official Plan are proposed.

PART B THE AMENDMENT

All of this part of the document entitled Part B the Amendment, which consists of the following text and attached Schedule F, constitutes Amendment No. A-3 to the Official Plan for the District of Manitoulin.

DETAILS OF THE AMENDMENT

The Official Plan is amended as follows:

- a) Schedule F to this Amendment is hereby added to the Official Plan as Schedule F – Natural Heritage System.
- b) Section D.4(a), D.4(b), D.4.1, D.4.2, D.4.3, D.4.4, D.4.5, and D.4.6 are hereby removed and replaced by the text attached, which will become Section D.4(a) and D.4(b).

D.4(a) Natural Heritage System Strategy

A natural heritage system is an ecologically based delineation of nature and natural function – a system of connected or to be connected green and natural areas that provide ecological functions over a longer period of time and enable movement of species. Natural heritage systems encompass or incorporate natural features, functions and linkages (also referred to as “corridors”) as component parts within them and across the landscape. They also enable the linking of different landscapes.

A natural heritage system informs and supports land use planning and resource management while providing a strategic focus for restoration, stewardship, securement and the conservation of biodiversity. It also serves to:

- Limit landscape fragmentation;
- Mitigate the effects of climate change by facilitating migrations to more suitable habitats;
- Facilitate the maintenance of ecosystem health resilience and enjoyment / use by humans; and
- Provide ecosystem services such as clean air, flood attenuation, erosion prevention, and productive soils

The following Natural Heritage Features and Areas will make up the Natural Heritage System:

- Provincially Significant Wetlands
- Coastal Wetlands, including Significant Coastal Wetlands
- Significant Wildlife Habitat
- Areas of Natural and Scientific Interest (A.N.S.I)
- Fish Habitat
- Habitat of Endangered and Threatened Species
- Alvars
- Linkages

Natural Heritage Features and Areas shall be protected for the long term. The significant Natural Heritage Features and Areas are lands that represent the legacy of the natural landscape of the area and as a result have important environmental and social value. Natural Heritage Features and Areas in the District have been identified on Schedule D. Natural Heritage Features and Areas that make up the Natural Heritage System have been identified on Schedule F, except where data sensitivity or other issues prevent their display. Features meeting the requirements of the Natural Heritage System constitute part of the system regardless of whether they appear on Schedule F. The Planning Board and the municipalities will work to conserve, restore and enhance them, wherever possible.

The following policies apply to Natural Heritage Features and Areas and the Natural Heritage System:

1. Natural Heritage Features and Areas have been identified and mapped to the extent possible and are based on data from the Province and its partners as well as, in some cases, Environmental Impact Studies (EIS) undertaken during Planning Act applications. The accuracy of the feature limits is based on that of available data. The boundaries of the features and areas making up the Natural Heritage System may be refined, with additions, deletions and/or boundary adjustments, through individual EIS prepared in accordance with Section D.7 of this Official Plan or other similar studies as outlined in later sub-sections, and accepted by the Manitoulin Planning Board and/or the Municipalities. Once approved through an approval process under the Planning Act, these refinements will be in effect on the date of such approval. The Board will maintain mapping identifying such refinements and incorporate them as part of the Planning Area's statutory review of its Official Plan.
2. The Planning Board and the municipalities will encourage, wherever possible and appropriate, the enhancement and restoration of features and areas of the Natural Heritage System, including maintenance or re-naturalization of shoreline areas.
3. There may be features and areas on the landscape that are part of the Natural Heritage System but which are not mapped or cannot be readily mapped. Any feature or area that meets the criteria set out in Section D(4)(a) and Section D(4)(b) is part of the Natural Heritage system and is subject to the policies of the Official Plan.
4. The Planning Board and the municipalities will encourage, wherever possible and appropriate, that trees be planted to replace those trees removed if a development proceeds. The Planning Board and the municipalities will also encourage the conservation or replanting of roadside and fence-line shrubs and trees, and riparian area vegetation, wherever possible and appropriate in the context of new development. Financial compensation for tree loss is not considered as the preferable means of appropriate mitigation for development.
5. When considering development proposals, the Planning Board and the municipalities will encourage the exploration of opportunities for creating new habitats, natural vegetation regeneration, conserving natural landforms and functions for protecting and enhancing groundwater and surface water resources, and for promoting environmental education and interpretation.

6. Where components of Natural Heritage Features and Areas are held in private ownership, nothing in this Official Plan will require that these lands be free and available for public use, and the identification of land will not oblige the Planning Board, the municipalities, or other public agencies to purchase the land.
7. Subject to Provincial and Federal statutes, the policies of this Official Plan will not prevent the continuation of existing agricultural uses within or adjacent to Natural Heritage Features and Areas.
8. The Planning Board and the municipalities will, to the extent feasible, ensure that required maintenance of existing drains is carried out in a manner that mitigates impacts of the maintenance of drains on Natural Heritage Features, Areas, and their functions.
9. When considering applications or initiating projects under the *Drainage Act* or *Water Resources Act* for drainage works, the Planning Board and the municipalities, in consultation with the Province, will be satisfied that the works will be engineered and constructed to ensure no negative impact on Natural Heritage Features, Areas, and their functions. Such considerations may include completion of an EIS or an environmental evaluation/appraisal carried out under the *Drainage Act*.
10. The following policies will apply whenever a planning application proposes development and/or site alteration within a Natural Heritage Feature or Area that is part of the Natural Heritage System. More detailed policies for specific feature types are outlined in Section D.4(b).1 to D.4(b).6 of this Official Plan.
 - a. Development and Site Alteration will not be permitted in:
 - i. Provincially Significant Wetlands; and
 - ii. Provincially Significant Coastal Wetlands
 - b. Development and site alteration will not be permitted in:
 - i. Coastal Wetlands
 - ii. Other Wetlands
 - iii. Alvars
 - iv. Significant Wildlife Habitat
 - v. Areas of Natural and Scientific Interest; and
 - vi. Linkages

Unless it can be demonstrated through an EIS or equivalent study (as per Section D.7) that there will be no negative impact to the natural features or their ecological functions.

- c. Development and site alteration will not be permitted in:
 - i. Fish Habitat
 - ii. Habitat of Endangered or Threatened Species

Except in accordance with provincial and federal requirements, and supported by an EIS or equivalent study (as per Section D.7).

11. Development and site alteration in the *adjacent lands* of features identified in Section 10 above will not be permitted unless it can be demonstrated through an EIS or equivalent study (as per Section D.7) that there will be no negative impact to the natural features or their ecological functions. The distances used to determine the adjacent lands of the features comprising the Natural Heritage System are set out in the chart below and based on the criteria of the Natural Heritage Reference Manual:

Feature or Area Type	Adjacent Lands Distance
Provincially Significant Wetlands	120 metres
Coastal Wetlands	120 metres
Alvars	120 metres
Significant Wildlife Habitat	120 metres
Areas of Natural or Scientific Interest (A.N.S.I.) – life science	120 metres
Areas of Natural or Scientific Interest (A.N.S.I.) – earth science	50 metres
Fish Habitat	120 metres, or 300 metres for a Lake Trout Lake that is designated an at-capacity lake.
Habitat of Endangered or Threatened Species	120 metres

12. If an EIS or equivalent study is required under preceding Section 10 or 11, it may be appropriately scoped or waived if the proposal meets certain criteria as laid out in the specific sub-sections for these features later in the Official Plan.

Section D.4(b) Feature-Specific Policies

In addition to the policies in Section D.4(a) regarding features and areas composing the Natural Heritage System, the following policies apply to specific features that may or may not form part of the Natural Heritage System.

D.4.(b).1 – Provincially Significant Wetlands

Existing Provincially Significant Wetlands (PSW) in the District of Manitoulin will be protected. If any additional Provincially Significant Wetlands are identified during the life of this Official Plan, this Plan will be amended in accordance with Section F.2.1. The boundaries of PSWs will be defined based on information from the Province. The boundaries of PSWs may be refined without an amendment to this Plan provided approval is obtained from the Province when the Province provides boundary adjustment information. The addition or removal of a PSW will *not* require an amendment to this Plan.

D.4.(b).2 – Other Wetlands

The following policies apply to Other Wetlands:

1. Other Wetlands (OWs) are delineated on Schedule D, and include Unevaluated Wetlands, Coastal Wetlands, and Evaluated (Not Significant) Wetlands.
2. The boundaries of OWs will be defined based on information from the Province, which may be amended from time to time. Where new information becomes available, the Planning Board will review and update the policies related to unidentified wetlands as part of any subsequent review to this Official Plan.
3. The Planning Board may require that a Wetland Evaluation be prepared for any development or site alteration adjacent to an OW in accordance with the Province's Ontario Wetland Evaluation System (OWES) for Southern Ontario, or other provincial guidance document as may be created or amended from time to time, to determine their status under policies of the Provincial Policy Statement and this Official Plan. Evaluations are to be accepted by the responsible Provincial Ministry. Complete evaluations are to be sent to the planning authority. Where an evaluation is completed and an OW is determined to be Provincially Significant, the policies applicable to Provincially Significant Wetlands shall apply.
4. Wetlands may be subject to additional regulations or legislation. No policy of this Plan is intended to and does not imply waiving, permission or authorization of any kind.

D.4.(b).3 – Habitat of Endangered and Threatened Species

The following policies apply to Habitat of Endangered or Threatened Species:

1. Habitat of Endangered Species and Threatened Species will be defined based on the *Endangered Species Act* (ESA) and the Species at Risk in Ontario (SARO) list.
2. The Province is the responsible authority to approve the delineation of habitat of endangered and/or threatened species identified by an ecological site assessment or as

part of an Environmental Impact Study (EIS).

- ~~In accordance with common practices to protect the associated features from disturbance, the Habitat of Endangered or Threatened Species are not illustrated on the schedules to this Official Plan. Instead, a screening map, prepared by the Province showing areas of potential habitat of endangered and/or threatened species has been provided to the Planning Board for reference, which may be updated from time to time. Where the screening map identifies the potential habitat of endangered and/or threatened species, an ecological site assessment (EcoSA) will be required in support of a planning application. The EcoSA will assess the potential for habitat and delineate the extent of habitat of endangered and/or threatened species within or adjacent to an area proposed for development or site alteration. In cases where an EIS is triggered by this Official Plan, the above requirements may be addressed as part of the EIS, provided it is undertaken by a qualified individual. It is the responsibility of the landowner to identify the presence and habitat of Species at Risk and ensure proposed projects do not contravene the Endangered Species Act. Development and site alteration shall not be permitted in habitat of endangered species and threatened species except in accordance with provincial and federal requirements. To protect Species at Risk from disturbance, the Habitat of Species at Risk are not illustrated on the schedules to this Official Plan.~~

D.4.(b).4 - Fish Habitat

The following policies apply to Fish Habitat:

1. The Planning Board and the municipalities recognize that the health of the aquatic environment is a fundamental indicator of the health of the overall ecosystem in the District and beyond. The harmful alteration, disruption or destruction of fish habitat is prohibited under the *Fisheries Act*.
2. Through a fish habitat mitigation/compensation assessment, in consultation with the Planning Board and the Department of Fisheries and Oceans (DFO), it is the Planning Board's objective to secure a "no net loss" of productive capacity of fish habitat, and where possible, secure a net gain of productive capacity of fish habitat.
3. Any development or change in land use within or adjacent to an existing fish habitat area, or potential fish habitat area along lands adjacent to any lake, river, stream, or wetland, will be reviewed by the Planning Board in consultation with the DFO with respect to the potential impact. Adjacent lands will be ~~defined by the Planning Board, in consultation with the Province and DFO, and will generally be 30~~ considered to be 120 metres from the edge of the identified Fish Habitat. Any such proposal may be subject

to a scoped Environmental Impact Statement (EIS), in accordance with Section D.7, to determine if proposed development will adversely impact the fish habitat. If it is determined that development will impact the fish habitat, development will not be permitted. If it is determined, through consultation with DFO, that development will not impact fish habitat then the requirement for an EIS may be waived, in accordance with Section D.7. An example of this may include ~~development on full municipal services and nearby~~, intervening development between the site and the identified fish habitat.

4. Where it has been determined by the DFO that the development or change in land use will affect the natural functions of the fish habitat, the preparation of a fish habitat mitigation/compensation assessment will be required. The assessment will typically be required to include the following information:
 - a. identify the nature and extent of potential impacts;
 - b. determine appropriate mitigative measures to protect the affected fish habitat;
 - c. specify compensation for loss of fish habitat through near-site replacement of habitat, off-site replacement of fish habitat or an on-site increase of fish habitat capacity;
 - d. determine appropriate buffering and explain how such buffering will be protected in the future; and
 - e. address other matters as determined by the DFO.
5. Any requirements imposed through a fish habitat mitigation/compensation assessment will be implemented by the proponent with input from, and to the satisfaction of the Planning Board and the DFO.
6. Any development or site alteration within 20-30 metres above the high water mark will have regard to the Shoreline Management Plan (SMP), which was developed by the Province.

D.4.(b).5 – Significant Wildlife Habitat

Significant wildlife habitats are ecologically important and includes species ecologically important in terms of features, functions, representation or amount, and contributing to the quality and diversity of an identifiable geographic area or natural heritage system. Significant wildlife habitat is an area where plants, animals and other organisms live and find adequate amounts of food, shelter, water and space needed to sustain their populations. All plants and animals have individual habitat requirements, which vary for different periods in their life cycles. Specific wildlife habitats of concern may include areas where species concentrate at a vulnerable point in their life cycle, and areas, which are important to migratory or non-migratory

species. An example of this includes Deer Wintering Areas, which are identified on Schedule D to this Official Plan.

The following policies apply to Significant Wildlife Habitat:

1. Significant Wildlife Habitat is to be screened for and assessed in accordance with the Natural Heritage Reference Manual as part of the preliminary review of a planning application, in order to determine if an Environmental Impact Study (EIS) would be required to support the proposed development:
 - a. Determine if the area involves a trigger for Significant Wildlife Habitat or if any confirmed Significant Wildlife Habitat is present;
 - b. If a trigger or habitat is present, conduct an Ecological Land Classification for the site and land within 120 m;
 - c. Identify any candidate Significant Wildlife Habitat by comparing the ELC evaluation with the Significant Wildlife Habitat Criteria Schedules for Ecoregion 6E (MNRF 2015)
 - ~~4. Investigate to determine if the area contains one or more candidate or confirmed Significant Wildlife Habitat(s), and if so conduct an Environmental Impact Study as per Section D.7, the Significant Wildlife Habitat Criteria Schedules for Ecoregion 6E (M.N.R.F. 2015) as may be amended from time to time.~~
2. Significant Wildlife Habitat is not mapped on Schedules to the Plan, with the exception of Deer Wintering Areas and areas of Significant Wildlife Habitat identified by an Environmental Impact Study (EIS) prepared during the course of a planning application.
3. A screening assessment for Significant Wildlife Habitat is to be completed to determine potential presence of this feature type in accordance with Section D.7 of the Official Plan.

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D.4.(b)5.1 Deer Wintering Areas

The following policies apply to Deer Wintering Areas:

1. Deer populations provide a broad range of economic, social and cultural benefits to Manitoulin Island residents. These include both direct benefits (e.g. hunting, viewing, tourism) and indirect benefits (e.g. contributions to biodiversity, bequest to following generations). It is the intent of the Planning Board to conserve important Core Deer Yards as part of the natural ecology of Manitoulin. Core Deer Yard boundaries are shown on Schedule D of this Official Plan.
2. Core Deer Yards consist mainly of coniferous trees (pines, hemlock, cedar, spruce) with a conifer canopy closure of more than 60% and may include interspersed areas of

deciduous forest. Core Deer Yards provide suitable areas of cover, food, and adjacent natural lands. Lands surrounding the Core Deer Yard can be agricultural, or mixed/deciduous forest; however, a Core Deer Yard is predominantly woodland habitat with minor components of cultural lands. These areas are traditionally used by deer and are absent of barriers to migration to and from the yard itself.

3. Development and site alteration can be beneficial when it maintains cover and provides winter browse. It can be detrimental when excessive amounts of conifer cover are removed or converted to mixed woods or hardwoods. The three most important features of a successful yard are traditional use, cover and browse.
4. Policies aim to be enabling and flexible to allow for local land use planning decisions to address local circumstances and needs, while still contributing to the broader landscape-based deer management needs.
5. In areas identified as a Core Deer Yard or on adjacent lands, shown on the land use Schedules to this Official Plan, and outside of the identified urban areas and village areas, new development or site alteration may be permitted without an Environmental Impact Statement (EIS) provided:
 - a. The proposed new lots have a minimum 90 metre frontage and 90 metre depth, and vegetation retention is maximized through the use of tools such as a development agreement or a subdivision agreement, miscellaneous notification agreement (and subject to the other policies of this plan). Smaller lot sizes may be considered if through means of an EIS it can be demonstrated that no adverse impact will occur to the habitat or herd.
 - b. An EIS as set out in Section D-7 will be required for the creation of more than three new lots as a means to determine the extent of conifer habitat to be retained and other mitigation measures. A Township lot as originally surveyed, i.e. 40 hectare lot, may be severed from an entire holding without affecting the three lot limit in this case.

- c. Where development is proposed in shoreline areas, coniferous fringe habitat along the shoreline (providing deer browse and shelter habitat) shall be conserved.
6. For development proposals within or adjacent to deer habitat, the Planning Board will require an applicant to provide the following:
 - a. a map or sketch indicating the property and the location of the deer habitat on or adjacent to the proposed development and identifying all adjacent land uses;
 - b. identify existing land use and proposed land use;
 - c. identify alternative development locations or forms considered;
 - d. describe the existing forest cover of the area including species, extent of existing forest types etc., including pictures and maps to assist in review of the application;
 - e. describe other identified natural heritage features or development constraints present on the site;
 - f. provide any previous habitat assessments or studies that exist;
 - g. identify the potential impacts of the proposal on key ecological functions including loss of existing conifer cover, food production areas, and linkages;
 - h. describe how the identified deer wintering habitat will be protected or enhanced;
 - i. outline the proposed mitigation measures which will be employed to reduce potential impacts to the deer wintering area as a result of the proposed development; and
 - j. specify the net predicted effect of the development and proposed mitigation measures.
7. Where requested to be completed by Planning Board an EIS must be completed by a qualified professional, the cost of which will normally be borne by the applicant. The Planning Board may require a peer review of an EIS.
8. An EIS may be required for a planning application, other than new lot creation, for a change in land use to a commercial, industrial, or institutional use where the proposed building coverage and clearing may result in negative impacts to the natural features

and their ecological functions.

9. An EIS will be required when a planning application is made for a large scale recreational use (e.g. a golf course, serviced campground, tourist lodge, motor sport track) that will require large scale site alteration, or large scale removal of the natural vegetation coverage.

10. On existing lots of record, where planning approvals are not required and residential uses are permitted, new residential uses do not require the submission of an EIS.

D.4.(b).6 Alvars

Alvars are naturally open areas of thin or no soils over essentially flat limestone, dolostone, or marble rock, supporting a sparse vegetation cover of mostly shrubs and herbs. Alvars are shown on Schedule D and Schedule F. Policies regarding development and/or site alteration within or on the adjacent lands of Alvars are contained in Section D.4(a).10.

D.4(b).7 Areas of Natural and Scientific Interest (ANSI)

ANSIs are areas of land and water containing natural landscapes or features, which have been identified as having values related to protection, appreciation, scientific study or education. These areas have been identified, mapped, and ranked by the Province. The boundaries of all known ANSIs have been shown on Schedule D. Changes to the boundaries of an ANSI require the approval of the Province.

D.4(b).8 Linkages

The Natural Heritage System intends to protect the ecological function of Natural Heritage Features and Areas by ensuring connectivity between identified features. This connectivity is meant to ensure that hydrological and ecological function is preserved, to allow the free movement of wildlife, and to limit landscape fragmentation.

The mapping of linkages on Schedule F is general in nature and is meant to recognize and highlight connectivity in the landscape. Linkages currently identified in the schedule include:

- Water courses connecting Coastal Wetlands to Lake Huron, to a distance of 50 metres from the bank of the stream;
- Water courses connecting areas of identified Fish Habitat, to a distance of 50 metres from the bank of the stream, or in the case of meandering streams, the line from which the adjacent lands would be measured as if the stream were designated Fish Habitat, as set out in the *Natural Heritage Reference Manual Second Edition (2010)*;
- Portions of shoreline and lake bed connecting nearby areas of Fish Habitat on a lake;
- Areas of natural cover between identified Alvars that occur within the Alvars' adjacent lands distance;

- Site Scale Linkages identified in an Environmental Impact Study (EIS)

Smaller site-scale linkages are intended to provide connection within and between natural heritage features and areas in close proximity. Linkages at the site-level scale, as may be assessed and identified through a site specific study such as an EIS, do not appear on the attached Schedule F; however, the policies of this Official Plan continue to apply.

The following policies apply to Linkages in the Natural Heritage System:

1. The mapping of landscape-level Linkages uses the best currently available mapping of the features and areas that make up the NHS. Landscape level linkages will vary in size and shape depending on their habitat types and/or functions. This scale of mapping is general in nature and minor shifts may be permitted when informed by more detailed assessment.
2. Existing uses on lots of record within Linkages will be permitted to continue.
3. Development and Site Alteration for low-intensity uses may be permitted in linkages within this Official Plan if it can be demonstrated through an Ecological Site Assessment (EcoSA) that the development will have no negative impacts on the function of the Linkage, or that the development can be conducted in such a way as to avoid the Linkage altogether. In cases where an EIS is triggered by this assessment, the requirements of Section D.7 shall apply.
4. When considering waiving or scoping an EIS supporting a proposed development within a Linkage, the Planning Board will have consideration for the criteria applied to the Natural Heritage Features for which the Linkage is providing connectivity, and for the nature of the land uses proposed.
5. Smaller site-scale linkages are intended to provide connection within and between natural heritage features and areas in close proximity. Linkages at the site-level scale, as may be assessed and identified through a site specific study such as an EIS, may not appear on Schedule F; however, the policies of this Official Plan continue to apply.
6. Development and Site Alteration within site-scale linkages will not be permitted except for portions of naturalized stormwater management facilities or similar infrastructure that does not disrupt the function of the Linkage.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

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



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

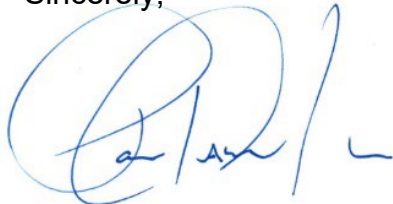
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff
 Owen Macri, Deputy Chief of Staff
 Martha Greenberg, Deputy Minister
 Caspar Hall, Assistant Deputy Minister, Local Government Division
 Sean Fraser, Assistant Deputy Minister, Municipal Services Division
 Municipal Clerks and CAOs

Council Meeting

Motion # 12/11/24 - 02

Title: Property Taxation Implications Related to Non-Market Valuation of Electricity Industry Properties, CAO General-2024-33

Date: Wednesday, December 11, 2024

Moved by: Rory Cavanagh

Seconded by: Beth Blackwell

Whereas the Municipality of Kincardine is a proud host community of the Bruce Nuclear Generating Site where Bruce Power generates 30% of Ontario's electricity needs; and

Whereas two decades ago the Province of Ontario adopted a property tax assessment model that continues to apply to Ontario's nuclear generation facilities; and

Whereas the Province assessment model includes non-market property valuation for electricity generating properties; and

Whereas the Municipality of Kincardine undertook a study in 2024 which has shown that the Provincial assessment model is compromising fairness and shifting the tax burden away from the electricity industry properties and onto the broader property tax base within the host community; and

Whereas the study demonstrated that this is primarily attributable to the assessed value of the subject properties being held almost static over several reassessment cycles, resulting from the Provincially prescribed rules for electricity generating, transmission and distribution properties; and

Whereas the Provincial model results in a disparity between the continuously updated market values assigned to the majority of properties and the static, non-market-based formula applied to electricity industry properties means that the tax burden shifts onto non-industry taxpayers; and

Now Therefore be it Resolved That municipal staff be directed to send communication to the Premier of Ontario, Minister of Energy and Electrification, the Minister of Finance, and the local MPP, to request that the Province undertake an immediate review and update the property tax assessment model for Ontario's nuclear generation facilities and other properties within the electricity industry, and copy the Association of Municipalities of Ontario and all Ontario Municipalities.

Carried.

Jennifer Lawrie

Clerk



374028 6TH LINE • AMARANTH ON • L9W 0M6

December 24, 2024

The Right Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Sent by email to: justin.trudeau@parl.gc.ca

**Re: Council Resolution Regarding Requesting the Redistribution of
Provincial Land Transfer Tax and GST to Municipalities for Sustainable
Infrastructure Funding**

At its regular meeting of Council held on December 4, 2024, the Township of Amaranth Council passed the following motion:

Resolution #: 5

Moved by: B. Metzger

Seconded by: A. Stirk

BE IT RESOLVED THAT:

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

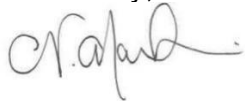
Now Therefore Be It Hereby Resolved That Township of Amaranth Council formally requests

1. The Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding
2. Be It Further Resolved That the Township of Amaranth Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
3. Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
4. Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and
5. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

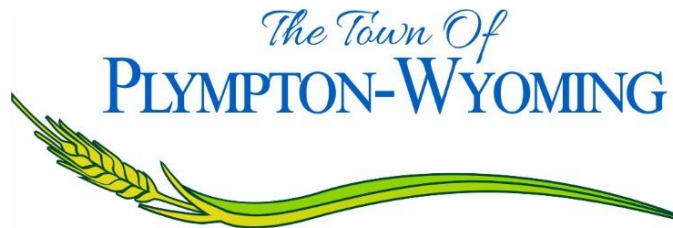
CARRIED

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,



Nicole Martin, Dipl. M.A.
CAO/Clerk



Hon. Doug Ford
Premier@ontario.ca

Hon. Stephen Lecce
Stephen.Lecce@pc.ola.org

Hon. Peter Bethlenfalvy
Peter.Bethlenfalvy@pc.ola.org

Bob Bailey
bob.baileyco@pc.ola.org
(sent via e-mail)

January 9th, 2025

Re: Property Taxation Implications Related to Non-Market Valuation of Electricity Industry Properties

Please be advised that the Council of the Town of Plympton-Wyoming, at its Regular Council meeting on January 8th, 2025, passed the following motion supporting the resolution from the Municipality of Kincardine regarding Property Taxation Implications Related to Non-Market Valuation of Electricity Industry Properties:

Motion #14

Moved by Bob Woolvett

Seconded by John van Klaveren

That Council support correspondence item 'g' from the Municipality of Kincardine regarding Property Taxation Implications.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email.

Sincerely,

Ella Flynn
eflynn@plympton-wyoming.ca
Executive Assistant – Deputy Clerk
Town of Plympton-Wyoming

Cc: Association of Municipalities of Ontario
All Ontario Municipalities

Council Meeting

Motion # 12/11/24 - 02

Title: Property Taxation Implications Related to Non-Market Valuation of Electricity Industry Properties, CAO General-2024-33

Date: Wednesday, December 11, 2024

Moved by: Rory Cavanagh

Seconded by: Beth Blackwell

Whereas the Municipality of Kincardine is a proud host community of the Bruce Nuclear Generating Site where Bruce Power generates 30% of Ontario's electricity needs; and

Whereas two decades ago the Province of Ontario adopted a property tax assessment model that continues to apply to Ontario's nuclear generation facilities; and

Whereas the Province assessment model includes non-market property valuation for electricity generating properties; and

Whereas the Municipality of Kincardine undertook a study in 2024 which has shown that the Provincial assessment model is compromising fairness and shifting the tax burden away from the electricity industry properties and onto the broader property tax base within the host community; and

Whereas the study demonstrated that this is primarily attributable to the assessed value of the subject properties being held almost static over several reassessment cycles, resulting from the Provincially prescribed rules for electricity generating, transmission and distribution properties; and

Whereas the Provincial model results in a disparity between the continuously updated market values assigned to the majority of properties and the static, non-market-based formula applied to electricity industry properties means that the tax burden shifts onto non-industry taxpayers; and

Now Therefore be it Resolved That municipal staff be directed to send communication to the Premier of Ontario, Minister of Energy and Electrification, the Minister of Finance, and the local MPP, to request that the Province undertake an immediate review and update the property tax assessment model for Ontario's nuclear generation facilities and other properties within the electricity industry, and copy the Association of Municipalities of Ontario and all Ontario Municipalities.

Carried.

Jennifer Lawrie

Clerk



January 9, 2025

The Honorable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Re: Motion regarding Opposition to Provincial Legislation on Cycling Lanes and Support for Municipal Authority in Transportation Planning

At their Regular Meeting of Council on January 8, 2025, the Council of the Town of Aylmer endorsed the following resolution:

WHEREAS the Government of Ontario has announced legislation requiring provincial approval for new cycling lanes;

AND WHEREAS this legislation would compel municipalities to demonstrate that proposed cycling lanes will not negatively impact vehicle traffic;

AND WHEREAS cycling infrastructure is crucial for environmental transportation, road safety, and public health, and provincial oversight in this matter represents an unwarranted intrusion into municipal authority;

AND WHEREAS the Town of Aylmer is evolving an active transportation plan to enhance walking and cycling infrastructure;

AND WHEREAS the Association of Municipalities of Ontario (AMO) has strongly criticized this proposed legislation as a "significant overreach" into municipal jurisdiction;

AND WHEREAS AMO has stated that none of its 444 member municipalities were consulted or shown evidence justifying the province's proposed veto power over new bike lanes;

THEREFORE, BE IT RESOLVED:

1. That the Town of Aylmer strongly opposes the proposed provincial legislation governing bicycle lanes and affirms its support for maintaining municipal jurisdiction over cycling infrastructure decisions.

2. That the Town of Aylmer endorses the AMO's position that municipalities are better positioned than the Ministry of Transportation to make decisions about local transportation matters based on local knowledge and community input.
3. That the Town of Aylmer calls on the Government of Ontario to withdraw the proposed legislation and respect the established authority of municipalities to make informed decisions about local transportation needs, including the implementation of cycling lanes.
4. That the Town of Aylmer reaffirms its commitment to its transportation plan and the continued development of safe, environmentally friendly, efficient cycling infrastructure for the benefit of all residents.
5. That the Town Clerk be directed to forward a copy of this resolution to the Premier of Ontario, the Minister of Transportation, the Member of Provincial Parliament representing constituencies within the Elgin-Middlesex-London region, to the Association of Municipalities of Ontario (amo@amo.on.ca) and all Municipalities in Ontario.
6. That the Town of Aylmer calls upon municipalities across Ontario to adopt similar resolutions in defense of local decision-making authority and sustainable, efficient and environmentally friendly transportation planning.

Thank you,

Owen Jaggard

Director of Legislative Services/Clerk | Town of Aylmer
46 Talbot Street West, Aylmer, ON N5H 1J7
519-773-3164 Ext. 4913 | Fax 519-765-1446
ojaggard@town.aylmer.on.ca | www.aylmer.ca

CC:

Hon. Prabmeet Singh Sarkaria prabmeet.sarkaria@pc.ola.org
Hon. Rob Flack rob.flack@pc.ola.org
Association of Municipalities of Ontario resolutions@amo.on.ca
All municipalities



Jerry Acchione
Mayor
City of Woodstock
500 Dundas St.
Woodstock, ON N4S 0A7
519-539-2382 x2100
mayor@cityofwoodstock.ca

The Honorable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
Via email premier@ontario.ca

The Honorable Michael Parsa
Minister of Children, Community and Social Services
438 University Ave.
Toronto, ON M5G 2K8
Via email MinisterMCCSS@ontario.ca

Dear The Honorable Doug Ford and The Honorable Michael Parsa,

I am writing on behalf of Woodstock City Council to express the urgent and pressing need for adequate and sustainable funding for the Children's Aid Society of Oxford County and other child welfare agencies throughout Ontario. These organizations play a vital role in safeguarding and enhancing the health, well-being, and safety of our children, youth, and families and deserves appropriate support and attention from our elected officials.

Our community, like many across the province, relies on the Children's Aid Society and other child welfare agencies to not only protect children and youth from abuse or neglect, but provide critical crisis intervention, early intervention, and preventative services. Their work ensures children receive necessary care at the most crucial times, close to their own homes, allowing families to remain intact and thrive together.

The lack of access to healthcare, mental health supports, poverty reduction initiatives and affordable housing is taking a toll on families and caregivers. These systemic shortfalls propel child welfare agencies into roles they were never intended to assume, filling gaps in services to ensure the well-being of children, youth, and families.

Without sufficient financial backing, these agencies are strained to a breaking point. They operate without the ability to deny families the services they desperately need. They cannot turn clients away, manage waitlists, or declare services unavailable. Yet, even with remarkable community partnerships, these agencies lack the means to expedite or ensure access to necessary treatments for those in their care.

The repercussions of this funding deficit extends well beyond individual families, affecting the community at large. Our local Children's Aid Society is supporting an ever-increasing number of youth exhibiting complex behaviors. These challenges translate into higher intervention costs, increases costs for and pressure on police and emergency service providers.

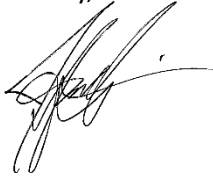
The lack of access to critical early intervention services is correlating to a distressing rise in youth homelessness. The financial sustainability and stability of the child welfare sector can no longer be deferred

for debate. It is imperative the funding formula is updated to prioritize trauma-informed, culturally relevant and proactive care.

On behalf of Woodstock City Council, I urge the province to prioritize and support the financial needs of these vital agencies. All levels of government must work together to improve upstream intervention and support to prevent the tragic outcomes we are seeing as a result of inadequate funding.

Thank you for considering this urgent matter that affects our community and its future generations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Acchione', with a long horizontal flourish extending to the right.

Mayor Jerry Acchione
City of Woodstock

Cc:

The Honourable Ernie Hardeman, Oxford MPP - ernie.hardemanco@pc.ola.org

Safe and Well Oxford - safewelloxford@gmail.com

Children's Aid Society Oxford County - info@casoxford.on.ca



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

322 Main Street South P.O. Box 759

Exeter Ontario

N0M 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

www.southhuron.ca

January 15, 2025

Via email: Peter.Bethlenfalvy@pc.ola.org

Ministry of Finance
Frost Building South
7th Floor
7 Queen's Park Crescent
Toronto, ON M7A 1Y7

Dear Peter Bethlengalvy,

Re: TAPMO Letter Regarding Pre-Budget Announcement

Please be advised that South Huron Council passed the following resolution at their January 13, 2025 Regular Council Meeting:

Motion: 15-2025

Moved: M. Vaughan

Seconded: T. Oke

Whereas the Ministry of Finance has introduced a one-time \$7 million reduction in education taxes in 2024, a subsidy that will be absorbed by the province through a 95% reduction in education taxes—marking the first such subsidy provided by the province to any industry;

Whereas the Ministry of Finance's plans to introduce a new aggregate property sub-class in 2025, which is set to provide a \$6 million subsidy to the aggregate industry, with \$3 million of that subsidy being transferred back to the municipal (primarily residential) tax base, raises serious concerns about the fairness and equity of the system;

Whereas the claims that the new sub-class will provide tax stability and predictability seem hollow and do not address the

systemic inequities in the taxation framework, which continues to shift an undue burden onto municipal taxpayers, particularly those in rural areas who host these aggregate operations;

Whereas there is significant concern that the government's actions prioritize the interests of the aggregate industry over the financial realities faced by municipalities and their residents, and that this shift in burden undermines public trust in the fairness and integrity of Ontario's legal and tax frameworks;

Whereas TAPMO has presented evidence demonstrating that the aggregate industry is financially capable of meeting its tax obligations, including substantial profits and royalty payments made by industry leaders, further undermining the need for these subsidies;

Whereas the municipal taxpayer should not bear the cost of correcting a past error in assessment methodology that unfairly benefited the aggregate industry, and the new property tax class ratio risks further undermining the principle of revenue neutrality and eroding confidence in Ontario's legal and tax systems;

Therefore be it resolved that the Council of the Municipality of South Huron strongly objects to the undue burden being placed on municipal taxpayers to subsidize the aggregate industry, and calls on the provincial government to:

Reevaluate and correct the misguided subsidies being provided to the aggregate sector, and ensure that future tax policies are fair, equitable, and consistent for all taxpayers.

1. Uphold the principles of revenue neutrality in the aggregate tax framework and ensure that any new tax classifications or methodologies do not result in a net loss of revenue for municipalities, especially those that are already facing significant financial challenges.



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

322 Main Street South P.O. Box 759

Exeter Ontario

NOM 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

www.southhuron.ca

2. Commit to meaningful reform that ensures fairness and consistency across all sectors of the economy and actively engages municipalities and taxpayers in a transparent and inclusive process, rather than catering to the demands of the aggregate industry.

3. Take immediate action to correct the existing inequities in the tax framework, ensuring that the burden of this correction is not unjustly shifted to municipal taxpayers, particularly those in rural communities who host these operations.

4. Respect and uphold the integrity of the legal process by honouring the decisions of the Divisional Court and ensuring that all assessment methodologies are transparent, accountable, and based on a fair and balanced approach.

5. Further, be it resolved that the Council of the Municipality of South Huron supports TAPMO's call for the provincial government to adopt reforms that prioritize the needs and fairness of municipal taxpayers and to ensure that the aggregate sector contributes its fair share to the province's tax base; and

Further be it resolved that this resolution be forwarded to the Minister of Finance, the Minister of Municipal Affairs and Housing, local school boards, AMO, ROMA, Local MPP, all Ontario Municipalities and the Municipal Property Assessment Corporation.

Please find attached the originating correspondence for your reference.

Respectfully,

Kendra Webster, Legislative & Licensing Coordinator

Municipality of South Huron
kwebster@southhuron.ca
519-235-0310 x. 232

Encl.

cc: Minister of Municipal Affairs and Housing, Hon. Paul Calandra, Paul.Calandra@pc.ola.org; Avon Maitland District School Board, info@amdsb.ca; Huron-Perth Catholic District School Board, info@huronperthcatholic.ca; MPP Huron-Bruce, Hon. Lisa Thompson, Lisa.Thompson@pc.ola.org; AMO, resolutions@amo.on.ca; ROMA, roma@on.ca; MPAC, John.Young@mpac.ca; TAPMO, info@tapmo.ca, All Ontario Municipalities



Finance Minister Chrystia
Freeland
VIA EMAIL:
chrystia.freeland@parl.gc.ca

Hon. Paul Calandra
VIA EMAIL:
minister.mah@ontario.ca

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

December 13, 2024

Association of Municipalities
of Ontario (AMO)
VIA EMAIL:
amo@amo.on.ca

Top Aggregate Producing
Municipalities of Ontario
(TAPMO)
VIA EMAIL:
info@tapmo.ca

Rural Ontario Municipalities
Association (ROMA)
VIA EMAIL:
roma@roma.on.ca

Hon. Ted Arnott, MPP
VIA EMAIL:
ted.arnottco@pc.ola.org

RE: TAPMO Letter regarding Pre Budget Announcement

Please be advised that Township of Puslinch Council, at its meeting held on November 27, 2024 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2024-430:

Moved by Councillor Sepulis and
Seconded by Councillor Bailey

That the Consent Agenda items listed with the exception of items 6.10, 6.11, and 6.12 for NOVEMBER 27, 2024 Council meeting be received for information; and

Whereas the Township of Puslinch Council supports the information provided by TAPMO to member municipalities of TAPMO; and

Whereas the Township of Puslinch Council sees the value and significance of circulating this information provided by TAPMO to all Ontario municipalities;



Therefore, that Council directs staff to forward items 6.10, 6.11, and 6.12 to all Ontario municipalities; and

That Council direct staff to forward the following resolution to the Minister of Finance, the Minister of Municipal Affairs and Housing, local school board trustees, AMO, ROMA, Local MPP, all Ontario Municipalities and the Municipal Property Assessment Corporation:

Whereas the Ministry of Finance has introduced a one-time \$7 million reduction in education taxes in 2024, a subsidy that will be absorbed by the province through a 95% reduction in education taxes—marking the first such subsidy provided by the province to any industry;

Whereas the Ministry of Finance’s plans to introduce a new aggregate property sub-class in 2025, which is set to provide a \$6 million subsidy to the aggregate industry, with \$3 million of that subsidy being transferred back to the municipal (primarily residential) tax base, raises serious concerns about the fairness and equity of the system;

Whereas the claims that the new sub-class will provide tax stability and predictability seem hollow and do not address the systemic inequities in the taxation framework, which continues to shift an undue burden onto municipal taxpayers, particularly those in rural areas who host these aggregate operations;

Whereas there is significant concern that the government’s actions prioritize the interests of the aggregate industry over the financial realities faced by municipalities and their residents, and that this shift in burden undermines public trust in the fairness and integrity of Ontario’s legal and tax frameworks;

Whereas TAPMO has presented evidence demonstrating that the aggregate industry is financially capable of meeting its tax obligations, including substantial profits and royalty payments made by industry leaders, further undermining the need for these subsidies;

Whereas the municipal taxpayer should not bear the cost of correcting a past error in assessment methodology that unfairly benefited then aggregate industry, and the new



property tax class ratio risks further undermining the principle of revenue neutrality and eroding confidence in Ontario's legal and tax systems;

Therefore be it resolved that the Council of the Township of Puslinch strongly objects to the undue burden being placed on municipal taxpayers to subsidize the aggregate industry, and calls on the provincial government to:

Reevaluate and correct the misguided subsidies being provided to the aggregate sector, and ensure that future tax policies are fair, equitable, and consistent for all taxpayers.

1. Uphold the principles of revenue neutrality in the aggregate tax framework and ensure that any new tax classifications or methodologies do not result in a net loss of revenue for municipalities, especially those that are already facing significant financial challenges.

2. Commit to meaningful reform that ensures fairness and consistency across all sectors of the economy, and actively engages municipalities and taxpayers in a transparent and inclusive process, rather than catering to the demands of the aggregate industry.

3. Take immediate action to correct the existing inequities in the tax framework, ensuring that the burden of this correction is not unjustly shifted to municipal taxpayers, particularly those in rural communities who host these operations.

4. Respect and uphold the integrity of the legal process by honouring the decisions of the Divisional Court and ensuring that all assessment methodologies are transparent, accountable, and based on a fair and balanced approach.

5. Further be it resolved that the Council Township of Puslinch supports TAPMO's call for the provincial government to adopt reforms that prioritize the needs and fairness of municipal taxpayers and to ensure that the aggregate sector contributes its fair share to the province's tax base; and

Further be it resolved that this resolution be forwarded to the Minister of Finance, the Minister of Municipal Affairs and Housing, local school board trustees, AMO, ROMA,



Local MPP, all Ontario Municipalities and the Municipal Property Assessment Corporation.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston
Municipal Clerk

CC: All Ontario Municipalities, Municipal Property Assessment Corporation (MPAC), Local school board trustees



Top
Aggregate
Producing
Municipalities of
Ontario

Sent via email

November 1, 2024

Premier Doug Ford
Legislative Building
Quenn's Park
Toronto, ON M7A 1A1

Minister of Finance Peter Bethlenfalvy
Ministry of Finance
Frost Building South, 7th Floor
7 Queen's Park Crescent
Toronto, ON M7A 1Y7

Dear Premier Ford and Minister Bethlenfalvy:

Re: Pre Budget Announcement

As you are aware there was a lengthy Assessment Review Board hearing as well as a divisional court ruling increasing the taxes paid by the aggregate sector due to an inappropriate tax relief mechanism implemented by MPAC.

TAPMO recognizes funding for rural, small and northern municipalities is proposed to see an increase in OMPF funding. This increase is very much appreciated. This increase will begin to address the farm tax rebate shortfalls that rural, small and northern municipalities have been experiencing under the former program. Increasing this funding ensures all Ontarians are supporting farmers and not just the residents that call home to small, rural and northern communities. The impact of Provincially significant programs needs to be absorbed by all Ontarians.

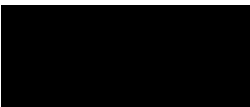
If it is the desire of the Government to provide special treatment to one sector and burdening this special treatment on small, rural and northern communities (where most aggregate operations exist), TAPMO is of the opinion that an aggregate subsidy is not appropriate and should be borne by all Ontarians.

The pre budget announcement provides \$200 to every Ontarian, adding approximately \$3 billion to the Ontario budget. If the Government is willing to add \$3 billion to the deficit. Carrying over the 95% reduction in education tax relief absorbed by all Ontarians for 2024, would have added \$7 million to the total deficit for 2025 or 0.11666667% additional deficit.

TAPMO request the following questioned to be answered:

Explain the justification of increasing taxes on small, rural and northern municipalities which are host to most aggregate operations, to provide a preferential tax relief to the aggregate sector, versus absorbing any relief through increased deficit for all Ontarians?

Yours truly,


James Seeley
Board Chair

Ministry of Finance

Provincial-Local
Finance Division

Frost Building North
95 Grosvenor Street
Toronto ON M7A 1Y7

Ministère des Finances

Division des relations provinciales-
municipales en matière de finances

Édifice Frost nord
95 rue Grosvenor
Toronto ON M7A 1Y7



October 31, 2024

His Worship James Seeley
Chair, Top Aggregate Producing Municipalities of Ontario (TAPMO)
jseeley@puslinch.ca

Don MacLeod
Executive Director, TAPMO
executivedirector@tapmo.ca

Dear Mayor Seeley and Mr. MacLeod:

Thank you for your letter about the new aggregate extraction property class.

As noted in my letter of October 3, the Province will be setting municipal tax ratios and education tax rates for the new aggregate extraction property class to provide tax mitigation for properties in the class. The plan is to provide an overall \$6M tax reduction to properties in the class relative to the original 2024 tax level, comprised of \$3M municipal tax and \$3M education tax. While the specific tax ratios and impacts will not be available until after the assessments for 2025 are finalized by the Municipal Property Assessment Corporation (MPAC), the intention is that municipalities overall will still benefit from the majority of the incremental tax revenues that resulted from the assessment methodology changes implemented by MPAC for 2024.

More details will be shared when they become available. We appreciate the importance of providing municipalities with as much time as possible to support their budgetary planning. We have taken note of your request to receive this information by November 30th and will endeavour to provide the data as close to this date as possible.

Regarding your request that TAPMO be included in consultations during 2025, that is an important part of our plan. We will be reaching out to TAPMO as well as the aggregate sector, and working with MPAC and the Ministry of Natural Resources, to seek more detailed information regarding aggregate activities and discuss possible updates to the definition of the property class.

The government understands the challenges small and rural municipalities face. In this regard, in the 2024 Fall Economic Statement announced the Ontario Municipal Partnership Fund will be increased by \$100 million (20% increase) annually. This will be phased in over two years with an immediate \$50 million increase in 2025.

TAPMO

November Newsletter



INTRODUCING TAPMO'S EXECUTIVE DIRECTOR

Don MacLeod held the position of Chief Administrative Officer for the Township of Zorra from 1996 to 2024. The Township of Zorra is in the top 10 aggregate producing municipalities in Ontario. Recently, Don transitioned into the role of Executive Director for TAPMO. With this wealth of experience, Don is particularly well-suited to continue the success of TAPMO in developing a sustainable plan for aggregate extraction across Ontario.

NOVEMBER HIGHLIGHTS

- **Introducing Don MacLeod, TAPMO Executive Director**
- **Aggregate Property Taxation Assessment Challenges: What to expect in 2025**
- **Meet the Board of Directors and membership!**

STAY CONNECTED

What to stay in the know?

Visit the TAPMO website to review agendas and minutes from previous meetings:

<https://www.tapmo.ca/resources#agenda>

Next TAPMO meeting: Monday November 18, 2024 @ 2:30pm



[tapmo.ca](https://www.tapmo.ca)
executivedirector@tapmo.ca

TAPMO

November Newsletter

Property Taxation Changes and Concerns for Municipalities

Following an appeal decision of the Divisional Court, the Municipal Property Assessment Corporation (MPAC) revised the assessment methodology and property tax classification of aggregate sites to ensure sector-wide consistency, resulting in tax changes for pits and quarries across the province for 2024 (an increase of \$12M municipal and \$5M education). These properties continue to be assessed based on the province-wide valuation date of January 1, 2016, but the methodology used to derive those values has been modified in line with the court ruling. This legal process was spearheaded by Wellington County. In a troubling response to the Divisional Court decision, the Ministry of Finance has introduced a one-time (2024) \$7 million education tax reduction, to mitigate the impact of these changes on the aggregate industry. This reduction will be absorbed by the province through a 95% reduction in education taxes, which is the first time this kind of a subsidy is being provided by the province for any industry.

Looking ahead to the 2025 tax year, a new aggregate property sub-class is set to be introduced, but the intent to create improved tax stability and predictability feels hollow. The sub-class will result in a \$6 million subsidy for the aggregate industry, \$3 million of which is being transferred back to the municipal (primarily residential) tax base. The tax subsidy will be funneled through a temporary property tax sub-class within the industrial property category, with MPAC and local municipalities tasked with its implementation. However, the claim that this newly established sub-class will provide stability and predictability raises serious concerns. Instead of genuinely addressing the inequities in the system, it seems to merely provide an unwarranted tax break to the aggregate industry, while shifting the burden onto municipal taxpayers and perpetuating an unjust structure.

The government's approach appears to prioritize the interests of the aggregate sector over the financial realities faced by municipalities and their constituents. MPAC's collaboration with the aggregate sector and the Ministry of Finance (MOF) to gather detailed information on aggregate sites may result in more of the same, rather than meaningful reform. While the government claims this refined data will support future discussions with the Ontario Stone, Sand & Gravel Association (OSSGA) and municipalities, the focus seems skewed toward accommodating industry demands rather than ensuring fairness and accountability for all taxpayers. This direction threatens to undermine any hope of establishing a principled and sustainable approach to aggregate taxation, leaving communities to bear the consequences.

TAPMO

November Newsletter

Property Taxation Changes and Concerns for Municipalities

continued from page 2

In light of these changes, TAPMO wishes to voice serious concerns regarding the new tax class ratio established by the Ministry of Finance. Contrary to fostering a revenue-neutral outcome, this adjustment is expected to lead to \$3 million being refunded directly from local taxpayers to the aggregate industry starting in 2025 and beyond. Neither the Ministry nor representatives from the aggregate industry have provided sufficient justification for what seems to be a residential taxpayer-funded subsidy to benefit a for-profit industry. Concerns from both the Ministry of Finance and the aggregate sector highlight that potential cost increases for residential housing stemming from the Assessment Review Board (ARB) ruling have not been adequately assessed or documented. Claims suggesting a mere \$3-4 increase per Ontarian fail to capture the disproportionate impact this assessment framework will have on rural residents, who predominantly host these aggregate operations.

The OSSGA has yet to provide conclusive evidence of the industry's inability to contribute its fair share of taxes. In fact, TAPMO has presented evidence indicating that aggregate producers can meet their tax obligations. For example, Dufferin (CRH) paid \$2 million in royalties to the University of Guelph in 2023, while St. Mary's Cement (CBM Canada) reported total net revenues of \$109,785,000 USD for aggregate products in their 2022 financial statements.

While TAPMO recognizes that tax increases on any property class may be unpopular, we argue that the aggregate industry has long benefited from an inappropriate tax discount. The Divisional Court ruling clarified that MPAC lacked the authority to grant such tax relief. The municipal taxpayers should not have to provide tax relief to the industry as a result of correcting an inappropriate tax benefit that the industry has come to expect. The new property tax class ratio fails to maintain revenue neutrality and threatens to erode trust in Ontario's legal frameworks. Ontarians deserve confidence that these processes are respected and upheld.

TAPMO remains committed to advocating for fair and equitable taxation practices that support both municipal taxpayers and the sustainability of our communities. The future of Ontario's aggregate taxation framework must prioritize transparency, fairness, and the principles of revenue neutrality.

TAPMO

November Newsletter

Property Taxation Changes and Concerns for Municipalities - What's Next?

TAPMO is urging members to raise awareness of this issue by requesting your Municipal Council consider supporting the following motion:

Whereas the Ministry of Finance has introduced a one-time \$7 million reduction in education taxes in 2024, a subsidy that will be absorbed by the province through a 95% reduction in education taxes—marking the first such subsidy provided by the province to any industry;

Whereas the Ministry of Finance's plans to introduce a new aggregate property sub-class in 2025, which is set to provide a \$6 million subsidy to the aggregate industry, with \$3 million of that subsidy being transferred back to the municipal (primarily residential) tax base, raises serious concerns about the fairness and equity of the system;

Whereas the claims that the new sub-class will provide tax stability and predictability seem hollow and do not address the systemic inequities in the taxation framework, which continues to shift an undue burden onto municipal taxpayers, particularly those in rural areas who host these aggregate operations;

Whereas there is significant concern that the government's actions prioritize the interests of the aggregate industry over the financial realities faced by municipalities and their residents, and that this shift in burden undermines public trust in the fairness and integrity of Ontario's legal and tax frameworks;

Whereas TAPMO has presented evidence demonstrating that the aggregate industry is financially capable of meeting its tax obligations, including substantial profits and royalty payments made by industry leaders, further undermining the need for these subsidies;

Whereas the municipal taxpayer should not bear the cost of correcting a past error in assessment methodology that unfairly benefited the aggregate industry, and the new property tax class ratio risks further undermining the principle of revenue neutrality and eroding confidence in Ontario's legal and tax systems;

Therefore be it resolved that the Council [INSERT MUNICIPALITY] strongly objects to the undue burden being placed on municipal taxpayers to subsidize the aggregate industry, and calls on the provincial government to:

1. Reevaluate and correct the misguided subsidies being provided to the aggregate sector, and ensure that future tax policies are fair, equitable, and consistent for all taxpayers.
2. Uphold the principles of revenue neutrality in the aggregate tax framework and ensure that any new tax classifications or methodologies do not result in a net loss of revenue for municipalities, especially those that are already facing significant financial challenges.
3. Commit to meaningful reform that ensures fairness and consistency across all sectors of the economy, and actively engages municipalities and taxpayers in a transparent and inclusive process, rather than catering to the demands of the aggregate industry.
4. Take immediate action to correct the existing inequities in the tax framework, ensuring that the burden of this correction is not unjustly shifted to municipal taxpayers, particularly those in rural communities who host these operations.
5. Respect and uphold the integrity of the legal process by honouring the decisions of the Divisional Court and ensuring that all assessment methodologies are transparent, accountable, and based on a fair and balanced approach.

Further be it resolved that the Council [INSERT MUNICIPALITY] supports TAPMO's call for the provincial government to adopt reforms that prioritize the needs and fairness of municipal taxpayers and to ensure that the aggregate sector contributes its fair share to the province's tax base; and

Further be it resolved that this resolution be forwarded to the Minister of Finance, the Minister of Municipal Affairs and Housing, local school boards, AMO, ROMA, Local MPP, all Ontario Municipalities and the Municipal Property Assessment Corporation.

TAPMO



Chair
Mayor James Seeley
 Township of Puslinch



Vice-Chair
Mayor Jennifer Coughlin
 Township of Springwater

Board of Directors



Mayor Dave Barton
 Township of Uxbridge



Mayor Jim Hegadorn
 Loyalist Township



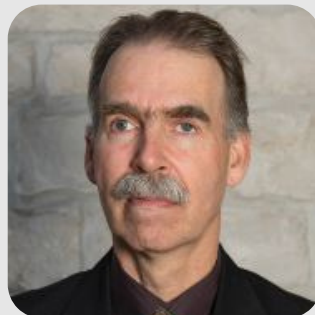
Councillor Tony Brunet
 Town of Lincoln



Mayor Kevin Eccles
 Municipality of West Grey



Deputy Mayor Peter Lavoie
 Township of Oro-Medonte



Councillor Matthew Bulmer
 County of Wellington



Deputy Mayor Katie Grigg
 Township of Zorra

TOWNSHIP OF
Southgate



TOWNSHIP OF
EAST GARAFRAXA



TOWN OF
MONO



Jump In



CITY OF
Burlington



WOOLWICH
 TOWNSHIP

TOWN OF
ERIN



Township of
Springwater



The Township of
UXBRIDGE
 Trail Capital of Canada



Township of
SEVERN

Town of
Lincoln



breathe it in.



TOWNSHIP OF
CHATSORTH
 Neighbours by Nature

Township of
SOUTH-WEST OXFORD



G&T Guelph/Eramosa
 Township



county of
Lennox & Addington



TOWN OF CALEDON



TOWN OF
HALTON HILLS



Top
Aggregate
Producing
Municipalities of
Ontario

October 24, 2024

Sent via email

Minister of Finance Peter Bethlenfalvy
Ministry of Finance
Frost Building South, 7th Floor
7 Queen's Park Crescent
Toronto, ON M7A 1Y7

Dear Minister Bethlenfalvy:

Re: Aggregate Assessment

I am writing to raise TAPMO's concerns with the new tax class ratio for aggregate operations that does not maintain a revenue neutral outcome. TAPMO has been informed that the new tax class ratio will result in \$3 million of assessment being refunded to the aggregate industry for 2025 and beyond.

To date, neither the Ministry nor the aggregate industry has provided any justification for this residential taxpayer funded subsidy. The concerns raised by the MOF and the aggregate industry indicate that the potential cost increase for residential housing resulting from the ARB ruling applied across the province has not been thoroughly assessed or documented. Impacts of \$3-4 dollars per Ontarian are not accurate. Most aggregate operations are located in rural municipalities, thus rural residents will be providing this relief on a disproportionate level.

I would draw your attention to the developments in the Town of Erin. Developers are largely paying nearly \$200 million in up-front cost to build a wastewater treatment facility. This cost will be a direct pass through to the cost of the homes serviced by the treatment plant. In comparison, a revenue neutral tax class would be adding less than a quarter dollar to the cost of per tonne of aggregate.

Generally speaking, in Ontario, the provincial framework we strive to achieve is known at the municipal level as "Growth pays for Growth". Taxing aggregate properly brings us as a society closer to achieving that result. The aggregate tax class ratio does not support the revenue neutral tax outcome, nor does it support the principle of "Growth pays for Growth".

The OSSGA has failed to bring definitive evidence of the industry's inability to pay their fair share of taxes. Quite contrary, TAPMO has provided evidence of the ability of producers to pay their fair share. We are referencing the royalties Dufferin paid the University of Guelph (\$2 million in 2023). Further to the point, St. Mary's Cement's (CBM Canada) audited 2022 Financial Statements indicate a total net revenue for aggregate products at a whopping \$109,785,000 USD.

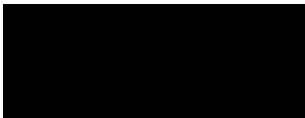
TAPMO recognizes that any increase of taxes on any property class would likely not be welcome. Unfortunately, as recorded in the Divisional Court decision, MPAC did not have the legislative authority to be providing tax relief (page 12 note 55 of the decision) that the industry experienced from 2016 onward. The aggregate industry is accustomed to an inappropriate tax discount. In TAPMO's view, residential taxpayers should not have to provide tax relief to the industry as a result of correcting an inappropriate tax benefit that the industry had come to expect. We respectfully reassert our position that OSSGA has not brought forward evidence to support their claim, other than highlighting the displeasure of paying more taxes. We have also not received evidence from the MOF supporting this relief for 2025 and beyond.

Lastly, we are deeply concerned that the lengthy and expensive legal process undertaken by Wellington County, and the decisions ordered by both the Assessment Review Board and Divisional Court is being undermined. This is particularly concerning given that the ARB decision was upheld. The new property tax class ratio fails to maintain a revenue-neutral tax assessment and undermines the legal process, which incurred significant costs for Wellington County taxpayers. This is extremely disturbing; Ontarians must have confidence in the legal processes in Ontario. Undermining the ARB assessment through a property tax class ratio that does not preserve revenue neutrality erodes that trust.

It is essential that discussions be inclusive and that any future assessment changes involve a fair and balanced approach in consultation with municipal partners, not just the aggregate sector.

TAPMO thanks the Ministry for the opportunity to comment on this very important issue and we look forward to strengthening this relationship.

Yours truly,

A solid black rectangular box used to redact the signature of James Seeley.

James Seeley
Board Chair

Accounts for Payment Dec 12, 2024 - Jan 15 2025

Cheque No.	Transaction Type	Payee/Description	Cheque Date	Amount
8518	Payment	Building Inspector	Jan 07, 2025	1,245.20
8519	Payment	Steele's Home Hardware	Jan 07, 2025	571.94
8520	Payment	Mindemoya Home Hardware	Jan 07, 2025	25.98
8521	Payment	Allens Auto Parts	Jan 07, 2025	171.42
8522	Payment	Ontario Municipal Administrator's Association	Jan 07, 2025	719.86
Total Cheques				2,734.40

Direct Deposit No.	Transaction Type	Payee/Description	Direct Deposit Date	Amount
DD2961-DD3002	Payroll	Identifiable Individuals	Total Payroll	67,249.34
VP452	Payment	innov8 Office Solutions - Printer Lease	Dec 25, 2024	175.00
VP456	Payment	Richard Lathwell - Roads - PW	Dec 16, 2024	339.00
VP483	Payment	Identifiable Individual - Staff Christmas Lunch	Dec 12, 2024	192.33
VP484	Payment	Identifiable Individual - Health & Safety - PW	Dec 17, 2024	591.21
VP485	Payment	Association of Municipalities of Ontario - Membership	Dec 17, 2024	1,484.19
VP486	Payment	Identifiable Individual - Travel	Dec 18, 2024	231.00
VP487	Payment	Brendan Addison Mobile Mechanical - Equip. Maint. Manitoulin-Sudbury District Services Board - Social housing, OW, Ambulance, Child Care	Dec 19, 2024	790.79
VP488	Payment		Dec 19, 2024	32,776.83
VP489	Payment	Municipality of Central Manitoulin - Hazardous Waste Day 2024 & 2025	Dec 20, 2024	5,023.73
VP490	Payment	Wamco Waterworks Northern Inc - Rink Waterline	Dec 20, 2024	231.65
VP491	Payment	Identifiable Individual - Travel	Dec 20, 2024	504.00
VP492	Payment	MCA Contracting - Capital - Old Mill Road Bridge	Dec 20, 2024	69,795.49
VP493	Payment	Ontario Clean Water Agency - Contract - Water	Dec 20, 2024	12,731.85
VP494	Payment	Auto Parts North - Equip Maint. - PW	Jan 07, 2025	894.65
VP495	Payment	Identifiable Individual - Travel	Jan 07, 2025	169.40
VP496	Payment	Identifiable Individual - Supplies - Museum	Jan 07, 2025	50.00
VP497	Payment	Randy Noble Trucking Ltd - Roads - PW	Jan 07, 2025	9,017.40
VP498	Payment	PSD Citywide Inc. - Building Condition Assessment	Jan 07, 2025	38,831.32
VP499	Payment	Freelandt Caldwell Reilly - Audit	Jan 07, 2025	6,028.55
VP500	Payment	Public Health Sudbury & Districts - Monthly Levy	Jan 07, 2025	3,036.34
VP501	Payment	innov8 Office Solutions - Printer exp.	Jan 07, 2025	156.95
VP502	Payment	Ontario Clean Water Agency - Repairs & Maint. - Water	Jan 07, 2025	1,148.11
VP503	Payment	Minister of Finance (Policing) - OPP	Jan 07, 2025	34,201.00
VP504	Payment	Realtax Inc. - Tax Sale Registration Fees - Billed back to taxpayer	Jan 07, 2025	3,593.40
VP505	Payment	Identifiable Individual - Health & Safety - Landfill	Jan 07, 2025	221.53
VP506	Payment	Identifiable Individual - Supplies - Museum	Jan 08, 2025	50.00
VP507	Payment	Lakeshore Cleaning - Contract - Maintenance	Jan 08, 2025	650.00
VP508	Payment	Municipality of Central Manitoulin - Supplies - Enforcement	Jan 08, 2025	161.25
VP509	Payment	SPI Health & Safety Inc. - Maint. - Fire	Jan 13, 2025	1,102.88
VP510	Payment	Access Copyright - Subscriptions - Library	Jan 13, 2025	56.50
VP511	Payment	Ontario Library Service - Subscriptions - Library	Jan 13, 2025	871.48
Total Direct Deposit				292,357.17

Preauthorized Payment	Transaction Type	Payee/Description	Withdrawal Date	Amount
1	Preauthorized	Bell Mobility - All Depts.	Dec. 30, 2024	153.63
2	Preauthorized	Canada Life - RRSPs	Jan. 1, 2025	1,573.84
3	Preauthorized	Eastlink - Internet - Various Locations	Dec. 24, 2024	149.35
4	Preauthorized	GFL - Landfill	Dec. 17, 2024	9,542.62
5	Preauthorized	Hydro One - Various Locations	Dec. 23, 2024	4,281.28
6	Preauthorized	Infrastructure Ontario Interest - Fire Hall (Semi Annual Interest)	Jan 02, 2025	7,720.08
7	Preauthorized	Iron Mountain - Shredding Service	Dec 20, 2024	107.35
8	Preauthorized	LBPC Leasing - Printer Manufile - Employee Benefits (this was over charged, the adjustment will be made in February)	Dec 24, 2024	175.00
9	Preauthorized		Jan 10, 2025	11,728.14
10	Preauthorized	McDougal Fuels - Fuel	Dec 27, 2024	1,411.22
11	Preauthorized	McDougal Fuels - Fuel	Dec 16, 2024	3,598.47
12	Preauthorized	Superior Propane - Fuel/Heating - Various Locations	Jan 15, 2025	3,189.47
13	Preauthorized	Wells Fargo - Telephone system	Dec 31, 2024	108.01
14	Preauthorized	WEX Canada - Esso Fleet - PW vehicle fuel	Jan 02, 2025	765.52
15	Preauthorized	Bell Canada - Telephone - Various Locations OMERS - Employee Pension - Includes Dec. + late submission for 1 employee (both employee & employer contributions)	Jan 14, 2025	675.18
16	Preauthorized		Jan 14, 2025	19,299.12
17	Preauthorized	OMERS - Employee Pension - November 2024	Dec. 13, 2024	3,922.94
18	Preauthorized	Pitney Works - Postage	Jan 13, 2025	602.16
19	Preauthorized	WSIB - Employee workers compensation (Quarterly)	Jan 14, 2025	7,284.24
Total Preauthorized Pmts				76,287.62

Bank Charges	Type	Payee/Description	Withdrawal Date	Amount
Credit Card Fee	MC Fee	Mastercard	Dec. 13, 2024	108.20
Credit Card Fee	VISA Fee	VISA	Dec. 13, 2024	49.70
Credit Card Fee	Debit Fee	Interac	Dec. 13, 2024	0.26
Moneris Machine Fee	Moneris	Moneris	Jan 02, 2025	56.44
Cash Management Fee	BMO	Bank of Montreal (Dec & Jan)	Dec 13 2024, Jan 15 2025	1,374.46
Total Bank Charges				1,589.06

Credit Card Charges	Payee	Description	Withdrawal Date	Amount
Credit Card Charge	Bridal Veil Variety	Mastercard	Dec 12, 2024	57.76
Credit Card Charge	Northern Communication Service	Mastercard	Dec 16, 2024	233.85
Credit Card Charge	Dec 2024, Starlink	Mastercard	Dec 27, 2024	209.05
Credit Card Charge	Dec 2024, Zoom	Mastercard	Dec 29, 2024	144.06
Credit Card Charge	Vianet Internet Solutions	Mastercard	Jan 10, 2025	67.80
Total Credit Card				712.52

Total Accounts for Payment: 440,930.11



BY-LAW NO 2025-01

BEING A BY-LAW TO AMEND THE APPOINT VOLUNTEER
FIREFIGHTERS FOR THE TOWNSHIP OF BILLINGS FIRE
DEPARTMENT

WHEREAS the Municipal Act, S.O. 2001, c.25 Section 11 (2) gives the municipality authorization to pass by-laws respecting health, safety and well-being of persons;

AND WHEREAS the Fire Protection and Prevention Act, give Council of a municipality authority to establish, maintain and operate a fire department for the entire municipality;

AND WHEREAS the Council for the Corporation of the Township of Billings deems it expedient to appoint Volunteer Firefighters for the Township of Billings Fire Department;

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

- 1.0 THAT the Corporation of the Township of Billings hereby appoints the Volunteer Firefighters for the Township of Billings Fire Department with such powers and duties as are prescribed by the Fire Protection and Prevention Act as listed in Schedule 'A' and forming part of this By-Law.
- 2.0 THIS By-Law shall come into full force and effect upon passing.
- 3.0 THIS By-Law may be cited as "Appoint Volunteer Firefighters By-Law"

READ a FIRST and SECOND TIME this 21st day of January, 2025

READ a THIRD TIME and FINALLY PASSED this 21st day of January, 2025

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk

Schedule 'A' to By-Law No. 2025-01

Township of Billings Volunteer Firefighters

Carr, Jackson

Chambers, Jim

Cook, Sandy

Dallaire, Zack

Dyck, Amber

Ferguson, Hailey

Graham, Scott

Marshall, Colin

McLennan, Shawn

Noble, Harrison

Patterson, Sean

Savage, Bill

Smith, Randy



BY-LAW NO 2025-02

BEING A BY-LAW TO AUTHORIZE ENTERING INTO AN AGREEMENT
WITH THE LOCAL SNOWMOBILE CLUB

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

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

AND WHEREAS the Local Snowmobile Club carries on recreational activities as a snowmobile club in and around the Township of Billings;

AND WHEREAS the Council of the Township of Billings is the owner of certain lands where the Local Snowmobile Club wished to utilize as part of their snowmobile operations;

AND WHEREAS The Council for The Township of Billings deems it expedient to enter into an agreement with the Local Snowmobile Club;

AND WHEREAS the map depicting the various roads and lands within municipal boundaries that will be used for the snowmobile trails forms part of this By-Law as Schedule A;

NOW THEREFORE the Municipal Council of the Township of Billings enacts as follows:

- 1.0 That the Township of Billings hereby enters into an agreement with the Local Snowmobile Club for the utilization of certain municipal property for the purposes of the operation of snowmobiles in accordance with the terms of the agreement attached as Schedule "A" and "B" and forms part of this by-law.
- 2.0 That the CAO/Clerk are hereby authorized to execute the agreement on behalf of the Township.
- 3.0 This By-law shall come into full force and effect upon final passage and will remain in effect for the current term of Council.
- 4.0 This by-law may be cited as the "Local Snowmobile Club Agreement"

READ a FIRST and SECOND TIME this 21st day of January, 2025

READ a THIRD TIME and FINALLY PASSED this 21st day of January, 2025

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk

Billings

Schedule A of By-Law 2025-02

MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION

I, _____, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

Address including lot #, concession # and/or other legal description.

Township, County, District, Region, Municipality. Include all that apply.

hereby gives the _____, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

- 1. The term of this MOU is from _____ to _____.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU.
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail.
5. The Landowner will be added as an additional insured under the OFSCIP but only with respect to liability arising from the operations of the named LSC.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the Trespass to Property Act, R.S.O., 1990 C. T.21, the Motorized Snow Vehicles Act, R.S.O. 1990 c. M.44 and the Occupiers Liability Act, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

cmcb

LANDOWNER/OCCUPIER

Name, Email, Address, Phone form fields

LOCAL SNOWMOBILE CLUB

Name - Club Contact, Phone, Email form fields with handwritten entries: Darren Dewar, 705-348-0286, darrendewar@yahoo.com

Landowner Signature: _____

Date: _____

Schedule A Attachments:

- checkbox sketch and/or
checkbox map

Club Signature: _____

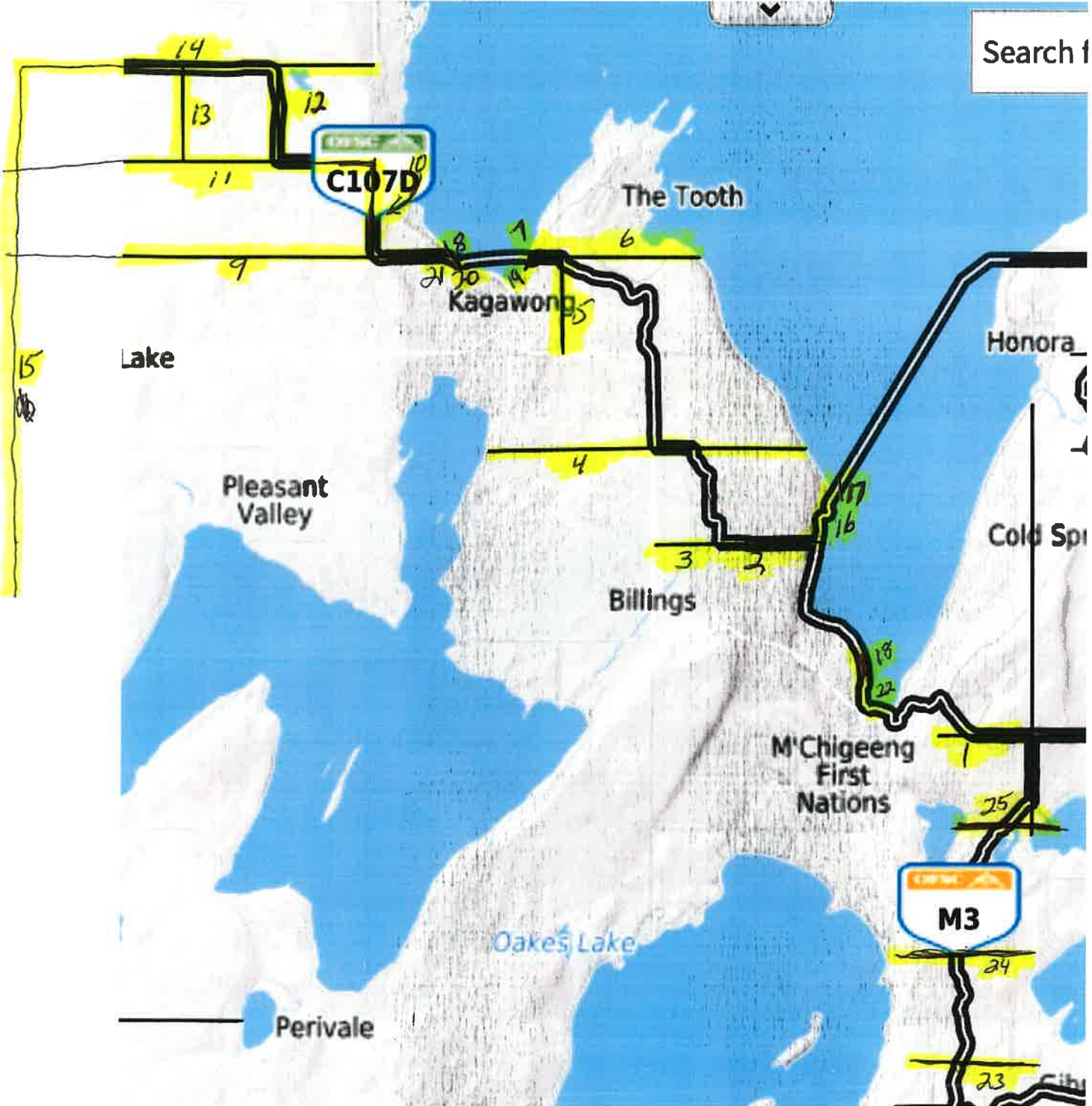
Date: _____

Schedule B of By-Law 2025-02

Ownership	Pin	Property Description	Crossing or concession or street use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771770210	RDAL BTN CON 6 AND CON 7 BILLINGS ABUTTING LT 1 TO 5; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771180164	RDAL BTN CON 10 AND CON 11 BILLINGS ABUTTING LOTS 12, 13, 14 & 15; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771180165	RDAL BTN CON 10 AND CON 11 BILLINGS ABUTTING LOTS 16, 17, 18, 19 & 20; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771190385	RDAL BTN CON 12 AND CON 13 BILLINGS; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771190188	RDAL BTN LT 25 AND LT 26 CON 15 BILLINGS; RDAL BTN LT 25 AND LT 26 CON 16 BILLINGS; BILLINGS	Intersection
: PUBLIC AUTHORITY HAVING JURISDICTION	4771190189	RDAL BTN CON 16 AND CON 17 BILLINGS; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771190402	PT LT 27 CON 16 BILLINGS BEING FORCED RD THROUGH AKA PUBLIC RD; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090598	PT LT 1 CON 10 ALLAN BEING A FORCED RD THROUGH LYING E OF 31R3331, 31R107, 31R645, PT 1, 31R3176 & PT 1, 31R2867; BILLINGS	crossing
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090277	RDAL BTN CON 10 AND CON 11 ALLAN; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090476	RDAL BTN LT 5 AND LT 6 CON 11 ALLAN; RDAL BTN LT 5 AND LT 6 CON 12 ALLAN; RDAL BTN CON 12 AND CON A ALLAN; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090189	RDAL BTN CON 12 AND CON 13 ALLAN ABUTTING LT 6 - 30; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090202	RDAL BTN LT 10 AND LT 11 CON 13 ALLAN; RDAL BTN LT 10 AND LT 11 CON 14 ALLAN; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090197	RDAL BTN LT 15 AND LT 16 CON 13 ALLAN; RDAL BTN LT 15 AND LT 16 CON 14 ALLAN; BILLINGS	concession use
: PUBLIC AUTHORITY HAVING JURISDICTION	4771090190	RDAL BTN CON 14 AND CON 15 ALLAN ABUTTING LT 6 - 30; BILLINGS	concession use

: PUBLIC AUTHORITY HAVING JURISDICTION	471090617 15	RDAL BTN TWP OF ALLAN AND TWP OF GORDON N OF T19279; BILLINGS	crossing	
THE CORPORATION OF THE MUNICIPALITY OF BILLINGS	471180119 16	PT LT 12 CON 11 BILLINGS PT 4 31R3419; BILLINGS	road use	
THE CORPORATION OF THE TOWNSHIP OF BILLINGS	471180118 17	PT LT 12 CON 11 BILLINGS PT 2 & 3 31R3419; BILLINGS	road use	
THE CORPORATION OF THE TOWNSHIP OF BILLINGS	471170178 18	WLY 66 FT OF LT 82-84 PL 52; BILLINGS	road use	
THE CORPORATION OF THE TOWNSHIP OF BILLINGS	471190395 19	PT LT 27 CON 16 BILLINGS PT 2-4, 31R377; S/T DEBTS IN RM42852; BILLINGS	trail crosses municipal property	
THE CORPORATION OF THE TOWNSHIP OF BILLINGS	471090623 20	PT LT 2 CON 10 ALLAN PT 2 31R3894 TOWNSHIP OF BILLINGS	trail crosses municipal property	
THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF BILLINGS	471090552 21	BLK G PL S154; BILLINGS	trail crosses municipal property	
CORPORATION OF THE MUNICIPALITY OF BILLINGS	471170203 22	: PT WATER LT IN FRONT OF LT 9 CON 7 BILLINGS PT 3 31R3691; BILLINGS	trail crosses municipal property	
: PUBLIC AUTHORITY HAVING JURISDICTION	471170212 23	RDAL BTN TWP OF CARNARVON AND TWP OF BILLINGS; RDAL BTN TWP OF SANDFIELD AND TWP OF BILLINGS ABUTTING LT 1 TO 5 CON 1 BILLINGS; BILLINGS	crossing	Needs to be set up as an owner on EVTrails- showing blue
: PUBLIC AUTHORITY HAVING JURISDICTION	471170089 24	RDAL BTN CON 2 AND CON 3 BILLINGS ABUTTING LOT 1 TO 5; BILLINGS	crossing	Needs to be set up as an owner on EVTrails- showing blue
: PUBLIC AUTHORITY HAVING JURISDICTION	471170090 25	RDAL BTN CON 4 AND CON 5 BILLINGS ABUTTING LOT 1 TO 5; BILLINGS	crossing	Needs to be set up as an owner on EVTrails- showing blue

Search f





BY-LAW NO 2025-03

BEING A BY-LAW TO REGULATE THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BILLINGS

WHEREAS Municipalities are a form of Government which requires formal rules and procedures for how they discharge their role

AND WHEREAS Section 238 of the Municipal Act requires Municipalities to establish procedures governing their meetings of Council and their Committees

NOW THEREFORE The Council of the Township of Billings enacts as follows:

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29. AMENDMENT OF BY-LAW
30. MANDATORY REVIEW
31. REPEAL AND ENACTMENT

1. **DEFINITIONS:** In this by-law:
 - 1.1 **“Adjourn” “Adjournment”** means to end the meeting.
 - 1.2 **“Ad Hoc Committee”** means a committee established by Council for the purpose of dealing with a special project with a clear mandate and a start and finish date.
 - 1.3 **“Agenda”** means a list or outline of matters to be considered during a Council or Committee Meeting.
 - 1.4 **“Chair”** means the person presiding at a Meeting.
 - 1.5 **“Clerk”** means the CAO/Clerk of the Municipality, or their designate.
 - 1.6 **“Closed meeting”** means a Meeting of Council that is closed to the public to discuss certain items and subject matters pursuant to section 239 of the *Municipal Act, 2001*, as amended. (also referred to as In Camera)
 - 1.7 **“Committee”** means any advisory or ad hoc committee established by Council but does not include the Committee of the Whole.
 - 1.8 **“Committee of the Whole”** means a committee comprised of all members of Council.
 - 1.9 **“Council”** means the Municipal Council of the Corporation of the Township of Billings and the Municipality of Billings.
 - 1.10 **“Defamation”** means intentional false communication which damages the reputation of another individual.
 - 1.11 **“Delegation”** means a person or group of persons who are not Members of Council or County Staff who have requested and are permitted to address Council or Committee, individually or on behalf of a group, on a matter on the agenda for that meeting in accordance with the provisions of this By-Law.
 - 1.12 **“Deputy Mayor”** means the Council Member appointed by Council who shall act in the absence of the Head of Council as defined in the *Municipal Act, 2001*, as amended.
 - 1.13 **“Electronic Device”** means computers, cellular telephones, smartphones smartwatches, personal digital assistants, tablets, voice recorders, cameras or any other similar device; means any device on which information is capable of being recorded and stored electronically and includes any component of such a device.
 - 1.14 **“Electronic Meeting”** means a Meeting where any Member is not physically present but participates via electronic means of communication. Such Member does not count for Quorum. The Member participating electronically can vote. The Member participating electronically may not participate in a Closed Meeting unless for training purposes.
 - 1.15 **“Head of Council”** and **“Mayor”** means the Mayor of the Township of Billings and Municipality of Billings, or Deputy Mayor in the absence or refusal of the mayor.
 - 1.16 **“In camera”** synonymous with Closed meeting.
 - 1.17 **“Meeting”** means any regular, special, committee or other meetings of Council, of a local board or of a committee of either of them where:
 - a. a quorum of members is present, and
 - b. members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
 - 1.18 **“Member”** means a member of Council, a local board or a committee.

- 1.19 "**Motion**" means a question to be considered by the Council or Committee which is moved, seconded, presented read by the mayor, or Clerk, and is subject to debate. When a motion is adopted, it becomes a resolution.
- 1.20 "**Municipal Act**" means the *Municipal Act, 2001, S.O. c.25.* as amended.
- 1.21 "**Municipal Office**" means 15 Old Mill Road, Kagawong ON P0P 1J0.
- 1.22 "**Municipality**" and "**Township**" mean the Corporation of the Township of Billings and the Municipality of Billings.
- 1.23 "**Notice of Motion**" means an advance notice to Members regarding a matter on which Council will be asked to take a position.
- 1.24 "**Order of Business**" means the sequence of business to be introduced and considered in a Meeting.
- 1.25 "**Point of Order**" means an appeal by a Member of the Council made to the Chair when the member notices or objects to the proceedings of the meeting. Such objection must be due to the fact that the proceedings are in variance with the governing by-law, the approved procedures of the meeting or on a procedure to deal with a previous decision. The point of order halts proceedings while the Chair rules whether or not it is valid.
- 1.26 "**Point of Privilege**" shall be an appeal by a Member of Council made to the Chair with respect to a situation that affects the comfort, convenience, integrity, rights or privileges of a meeting or of an individual member (*i.e.*, noise, inadequate ventilation, introduction of a confidential subject in the presence of guests, *etc.*) The member of Council may raise a point of privilege which permits him/her to interrupt pending business to make any urgent statement, request or motion. However, if a motion is made, it must be seconded. The motion may also concern the reputation of a member, group of members, or members as a whole. If the matter is complex and cannot be taken care of informally, the Chair rules as to whether it requires consideration before the pending business is resumed.
- 1.27 "**Presentation**" means a person or group (including a member, staff or Public) who provides information to Council or Committee.
- 1.28 "**Quorum**" means a majority of the members of Council or committee.
- 1.29 "**Recorded Vote**" means a vote in Council or Committee where the names of the Members and the position in favour or against a Motion are recorded in the minutes.
- 1.30 "**Resolution**" means a Motion that has been adopted by Council.
- 1.31 "**Secretary**" means recording secretary for a Meeting.
- 1.32 "**Special Meeting**" means a Meeting that is called for a specific time and for a specific purpose to deal with an important matter that has arisen between Regular Meetings.
- 1.33 "**Standing Committee**" means a committee of members of Council appointed by Council to consider policy matters.
- 1.34 "**Sub-Committee**" means a committee established by a standing committee with a clear mandate that has a beginning and ending and reports directly to the creating standing committee.
- 1.35 "**Two-Thirds Vote**" means the affirmative vote of two-thirds (2/3) of the members present at a Meeting.

2. GENERAL

- 2.1 The rules established by this procedural by-law shall be the rules governing the proceedings of the Council and Committees thereof. Subject to the provisions of the *Municipal Act, 2001*, as amended.
- 2.2 All the rules inconsistent with this by-law at the time of the passing hereof, are hereby repealed
- 2.3 Any rule established by this by-law, other than a quorum requirement, may be suspended at or for a particular Meeting by resolution or by the Chair provided that two-thirds of all members present agree in favour thereof, and further provided that the suspension of the rules does not result in a contravention of the *Municipal Act, 2001*, as amended
- 2.4 Subject to the provisions of the *Municipal Act, 2001*, as amended, and subject to the provisions hereinafter provided, a person not a member of council shall not be allowed to address council. Employees of the Township may only address Council when reporting on items or when first addresses by a member of Council through the Chair.

3. ROLES AND RESPONSIBILITIES

3.1 Role of Mayor

It is the role of the mayor:

- a. to act as chief executive officer of the Township;
- b. to preside over Meetings of Council so that its business can be carried out efficiently and effectively;
- c. to provide leadership to Council;
- d. without limiting clause (c) above, to provide information and recommendations to the Council with respect to the role of Council description below.
- e. to represent the Township at official functions;
- f. to act as Council's representative when dealing with other levels of government, their agencies and the private sector, unless otherwise delegated; and,
- g. to carry out the duties of the head of council under the *Municipal Act, 2001* or any other Act, including but not limiting to:
 - i. uphold and promote the purposes of the Township;
 - ii. promote public involvement in the Township's activities;
 - iii. act as the representative of the Township both within and outside the municipality, and promote the Township locally, nationally and internationally; and,
 - iv. participate in and foster activities that enhance the economic, social, and environmental well-being of the Township and its residents.

3.2 Role of Council

It is the role of Council:

- a. to represent the public and to consider the well-being and interests of the Township;
- b. to develop and evaluate the policies and programs of the Township;
- c. to determine which services the township provides in accordance with applicable legislation;

- d. to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- e. to ensure the accountability and transparency of the operations of the Township, including the activities of the senior management of the Township;
- f. to maintain the financial integrity of the Township; and,
- g. to carry out the duties of Council under the *Municipal Act, 2001* or any other Act.

3.3 Duty of the Chair

- a. The mayor shall chair Meetings of Council, unless the mayor is unavailable, in which case the Deputy Mayor will chair the Meeting or, in the absence of the Deputy Mayor, the Member shall chair the Meeting in accordance with Section 2.5.
- b. The Chair shall preside over the conduct of the Meeting, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the Meeting, subject to an appeal of any ruling of the Chair by any Member of Council or Committee.
- c. If the Mayor/Chair desires to leave the Chair during a Meeting for the purposes of taking part in the debate or otherwise, he/she shall call on the Deputy Mayor/Vice Chair, or in the absence of the Deputy Mayor/Vice Chair, on another Member, to fill his/her place until resuming the Chair.
- d. When two or more Members wish to speak, the Chair shall name the Members who, in his/her opinion, should speak and in which order.

3.4 Duty of Members

It is the duty of the Members to attend all Meetings, and:

- a. to prepare for Meetings, including reviewing the agenda and background information prior to the Meeting.
- b. to speak only to the subject matter under debate.
- c. to vote on all motions before the Council unless prohibited from voting by law.
- d. to observe proper procedure and decorum at all Meetings.
- e. to state questions to be asked through the Chair.
- f. to attend all Meetings of advisory committees, sub-committees, and ad-hoc committees to which the Member has been appointed by Council.
- g. to carry out the duties of Members under the *Municipal Act, 2001* or any other Act, and,
- h. to act in accordance with their declarations to office and oaths of allegiance, and Code of Conduct.

3.5 Duty of the CAO

It is the duty of the CAO to attend all Meetings of Council, and:

- a. to review all staff recommendations and reports prior to their submission to Council or any advisory committees and, when deemed necessary, to submit his/her comments on the said reports.
- b. to ensure that all resolutions and by-laws submitted to Council accurately reflect the goals and objectives of the Township.

- c. to assist the Council to discharge its responsibilities and, in a non-partisan manner, to aid Council Members to carry out their duties.
- d. to attend all Council Meetings with the right, with the consent of the Chair, to speak but not to vote; and to attend Meetings of the Committees when invited or when the CAO deems it advisable to do so, with the right, with the consent of the Chair to speak but not to vote.
- e. to exercise general control and management of the affairs of the Township for the purpose of ensuring the efficient and effective operation of the Township, and,
- f. without limiting the generality of the foregoing, to perform such other duties as may be necessary to fulfill the intent of the CAO Appointment By-law and to exercise the powers which, from time to time, may lawfully be assigned by Council.

3.6 Duty of the Clerk

It is the duty of the Clerk to:

- a. to attend or cause a designate to attend all Meetings of the Council, or Committee and other Meetings as deemed necessary.
- b. to record, without note or comment, all resolutions, decisions, and other proceedings of such Meetings as indicated above.
- c. to forward a copy of all resolutions, enactments and orders of the Council and Committees to those concerned in order to provide notice.
- d. if required by any Member present at a vote, to record the name and vote of every Member voting on any matter or question.
- e. to keep the official records of the Township, including the minutes of the proceedings of Council.
- f. to keep in his/her office or in the place appointed for that purpose, the originals of copies of all by-laws and of all minutes of the proceedings of Council.
- g. to make such minor clerical, typographical or grammatical deletions, additions or other changes in form to any by-law, motion, resolution and/or minutes as may be required for the purpose of ensuring correct and complete implementation of the actions of Council.
- h. where a video or audio recording of regular/special Meeting of Council is made, to retain such recording in accordance with the Records Retention By-law.
- i. to forward, by way of delegated authority, housekeeping or consolidation, by-law(s) directly to Council for consideration.
- j. to present annually a Meeting calendar outlining the regular Standing Committee and Council Meeting schedule for the next year, which may be amended from time to time.
- k. to provide to each Member of Council a copy of this By-law when the Member of Council makes a declaration of office and is sworn into office and upon request thereafter.
- l. to perform such other duties as are prescribed by law or by direction of Council.
- m. to act as the head pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.

4. CONVENING MEETINGS OF COUNCIL

4.1 The inaugural Meeting in each new term of Council shall be held on the first Tuesday after the beginning of a new term of Council

- 4.2 Oaths of Office shall be taken as soon as convenient following the confirmation of the elected members.
- 4.3 Within thirty (30) days of the inaugural Meeting, Council shall appoint a Deputy Mayor to act in the absence of the mayor and appoint a member of Council to committees.
- 4.4 Regular Council Meetings shall be held on the first Tuesday and third Tuesday of each month at 7:00p.m. at the Park Centre. When a public holiday falls on a regular meeting day, the following day shall be considered the regular meeting day.
- Exceptions:
- a) There will be no meetings in the month of August
 - b) The second meeting in the Month of November shall be held on the 4th Tuesday of the month.
- 4.5 Except as otherwise provided by the *Municipal Act, 2001*, as amended or other statutes, Council may, by resolution, dispense with, alter the time, day or place of any Meeting.
- 4.6 The mayor may, at any time, summon a special Meeting of Council to be held on such day at such time and in such a location as is chosen by the mayor.
- 4.7 The mayor may cancel any Meeting if notice has been given that a quorum will not be available to conduct a Meeting.
- 4.8 Where possible all meetings shall be held in person but Regular Council Meeting, Special Meeting of Council, Emergency meeting of Council, local board or committee meetings may be conducted by Electronic Meeting provided adequate notice is given & so long as permitted under Section 238 of the Municipal Act, 2001. This applies to all regular, special, emergency and closed sessions of council, local board and committee meetings.

5. NOTICE OF MEETINGS

- 5.1 The Clerk shall give notice of each Meeting of Council and of each Committee to members of Council, Committee members, where required, to the Heads of the Departments concerned with such a Meeting.
- 5.2 The notice shall be in the form of an Agenda which shall first make mention of the day, time and place for the Meeting and any matter, so far as known, to be brought before such Meeting.
- 5.3 The agenda shall be emailed to each Council member on Friday noon, prior to the Meeting. Hardcopies of the agenda will be available at the Municipal Office.
- 5.4 Notice of Meetings shall be placed on the Township website and through the availability of this by-law.
- 5.5 In the case of special Meetings of Council, or any Committee Meetings where time does not permit personal delivery or sending by mail of the aforementioned agenda to meet the deadline, the Clerk shall attempt to inform each Member, the Heads of Departments and such other persons as the Chair or Clerk deem advisable of the date, time, place and purpose of the Meeting by telephone or otherwise. Advertising of these Meetings shall be posted on the Township website, social media and at the Municipal Office. Failure of any person to receive notice of the Meeting to whom notice of the Meeting was required to be given, shall not affect the validity of the holding of the Meeting or any action taken thereafter.

6. PREPARATION OF AGENDAS

- 6.1 It shall be the duty of the Clerk to prepare the Agendas for all Meetings in accordance with the provisions contained herein.
- 6.2 The Clerk shall accept items for any Agenda from the Mayor, Members of Council and s Departments Head. The Clerk may also receive petitions and

communications from the public and, at his or her discretion, shall place the petition or communication on a Council Meeting Agenda. All items for the agenda shall be delivered to the Clerk prior to the normal close of business on the Monday preceding the Meetings of Council or Committees. Late items may be added by majority two-third vote of Council or Committee through an addendum.

6.3 When, in the opinion of the Clerk, in light of a report or reports of the Heads of Departments or otherwise, the Clerk does not consider that the matter warrants the consideration of Council or a Committee thereof, the Clerk in consultation with the Mayor or Deputy Mayor, may refuse to forward same to Council or a Committee thereof, as the case may be. The Clerk shall advise the correspondents or the petitioners of such refusal and indicate that they may request Council to reconsider such refusal. If the correspondents or the petitioners so request that Council consider the Clerk's refusal, and so advise the Clerk in writing, the Clerk shall place such request on the next Council Meeting Agenda and Council may, by resolution passed by two-thirds of the Members present, set aside the Clerk's refusal and either deal with the matter at that time or at a later date determined by Council or refer the matter to an appropriate Committee. At the appeal, copies of all correspondence or petitions as well as any requested department report received by the Clerk shall be attached by the Clerk to the appropriate Agenda and noted there on and forwarded to all Members.

7. AGENDA FORMAT

7.1 All Council Meeting Agendas shall be prepared by the Clerk in writing and shall be in the following order:

1. Call to order
2. Land Acknowledgment (when appropriate)
3. Approval of Agenda
4. Disclosure of Pecuniary Interest
5. Adoption of Minutes
6. Delegations
7. Committee Reports and Minutes
8. Municipal Officers and Staff Reports
 - a. Financial Report (presented quarterly)
9. Old Business
10. New Business
11. Correspondence
12. Information
13. By-Laws and Agreements
14. Notices of Motion
15. Closed Session
16. Confirm Proceedings By-Law
17. Adjournment

7.2 All Agendas prepared by the Clerk for Committee Meetings shall be in the same format as Council Agendas provided, however, that the Clerk and Chair of the Committee may include only those headings relevant to the particular Committee Meeting.

7.3 The items on the Agenda of each Meeting shall be taken in the order in which they stand on the agenda unless otherwise decided by a majority of the Members present.

7.4 If a Member discloses a pecuniary interest for an item on the agenda, the Member shall file a written statement of the interest and its general nature with the Clerk or the secretary of the Committee or Board, as the case may be, as soon as possible following the Meeting. The Clerk shall record such disclosures of pecuniary interest in the official minutes of the Meeting at which the interest was declared and maintain a registry in which shall be kept a copy of each written statement of pecuniary interest filed by Members.

7.5 A member who discloses a pecuniary interest on an item may remain in the meeting area during the discussion of the item as a member of the audience but

may not speak or vote or try and influence the discussion or vote. If the item is an item to be discussed in Closed Session, the member shall leave the meeting area for the duration of the discussions and may only return once the item and its resolution has been dealt with.

8. REFERRED AND DEFERRED ITEMS

8.1 Any item which is deferred by Council shall be included on the agenda for the next regular Meeting if not deferred to a subsequent Meeting.

8.2 Items deferred or referred to a Meeting of Council shall be included on the agenda under "Old Business."

9. DELEGATIONS/PRESENTATIONS

9.1 Delegations

Any person desiring to present information orally on matters of fact or to make a request of Council may be heard at a Meeting provided that the following requirements are complied with:

- a. A delegation shall only be heard respecting an item on the agenda. To appear before Council or a Committee, a request must be received in writing by the Clerk. All delegation requests shall be received before the end of business hours on the Wednesday prior to the meeting. The request shall outline the subject of the delegation and any details to be considered as part of the delegation, including written material.
- b. A person/delegation granted permission to address Council shall be limited to speaking not more than ten minutes, Delegations consisting of more than one person shall be limited to two speakers each limited to not more than five minutes. The time limit may be extended by Council or the Committee, by such amount of time as Council or the Committee deems advisable by resolution passed by a majority of the Members present. Additional time may be requested and shall be approved by the clerk following consultation with the mayor. The report being presented to Council will identify the amount of additional time requested.
- c. The Clerk shall advise the delegation when there are two minutes remaining and once the time allotted to a delegation has been expired the Chair shall so inform the delegation and the delegation shall immediately cease its presentation.
- d. Presentations by a delegation shall be followed by questions to the delegation by Members of Council.
- e. Upon completion of the presentation and the questions by Members of Council, any issues introduced during delegations that require a decision of Council should be deferred until the next regularly scheduled Meeting of Council, unless they are of an urgent nature and Council feels it has received sufficient information to make an informed decision.
- f. The Clerk may, with the permission of the mayor direct that a delegation be received by a committee prior to being received by Council.
- g. No more than two delegations will be scheduled per Meeting except at the Clerk's discretion.
- h. Delegates will not be permitted to make multiple delegations on the same matter unless the delegate has new information related to the matter for Council or Committee consideration. If a delegate has new information related to a matter, any additional delegation(s) shall be limited to the new information only.

9.2 Presentations

In addition to the above-noted requirements for delegations, presentations shall be limited to the following:

- a. Civic recognition/awards.
- b. Presentations from other government organizations.
- c. Presentations from Township Staff or consultants.

10. QUORUM

- 10.1 The Quorum required to commence and continue a Meeting of Council shall be more than fifty percent (50%) of the members.
- 10.2 The Quorum required to commence and continue the Meeting of a Committee shall be at least one and not more than fifty percent (50%) of Council Members plus more than fifty percent (50%) of the non-Council Members on the Committee.
- 10.3 Unless a Quorum is present within thirty minutes after the time appointed for the commencement of the Meeting, the Meeting shall automatically be deemed to stand adjourned until the next regular Meeting or until a special Meeting is called to deal with the matters intended to be dealt with at the adjourned Meeting. The Secretary of the Meeting concerned shall record the names of the Members present at the expiration of the thirty-minute time limit and such records shall be appended to the agenda for the next Meeting.
- 10.4 If at any time during the Meeting there is not a Quorum, the Meeting shall automatically be deemed to stand recessed until there is a Quorum again in attendance or, should a lack of a Quorum continue for fifteen minutes from the time of its occurrence, then the Meeting shall automatically be adjourned either until the next regular Meeting day or until a special Meeting is called to deal with the matters at the adjourned Meeting.
- 10.5 As soon as there is a Quorum after the hour affixed for the commencement of the Meeting, the Chair shall take the chair and call the Meeting to order.
- 10.6 The mayor may cancel a Meeting if notice has been given that a Quorum is not available.

11. ADOPTION OF MINUTES

The Minutes shall record:

- a. the place, date and time of the meeting.
 - b. the names of the Presiding Officer or Officers and record of attendance of the Members.
 - c. the reading, if requested, corrections and adoption of the minutes of prior meeting(s).
 - d. all other proceedings of the meeting without note or comment.
- 11.1 During the adoption of the minutes of a previous Meeting of Council no changes can be made in the action taken by Council at the previous Meeting, only changes in the form of errors or omissions and recording of any action taken at the previous Meeting may be made in adopting the minutes.
- 11.2 During the adoption of the minutes of a Committee any Member may discuss any items mentioned in the Committee minutes and Council may, by Resolution, change any action taken or not taken by the Committee and changes in the form of errors or omissions in the recording of any action taken at the Committee Meeting, may be made in adopting the minutes.

12. "CLOSED MEETINGS"

- 12.1 A Meeting or part of a Meeting may be closed to the public if the subject matter being considered is a matter permitted to be considered *closed* in accordance with Section 239 of the *Municipal Act, 2001*, as amended.
- 12.2 Prior to holding A closed Meeting, Council or Committee shall state by Resolution the fact of the holding of the *closed* Meeting and the general nature of the matter to be considered. Discussing additional matters not contained within the motion to move *in camera* is not permitted.
- 12.3 Minutes of the *closed* Meeting shall be recorded by the Secretary without note or comment. Minutes of a *closed* Meeting are adopted at the next *closed* Meeting.
- 12.4 In general, Council or Committees shall not take any votes during a *closed* Meeting unless the vote is in accordance with section 239(6) of the *Municipal Act, 2001*, as amended. Any other Motions shall be brought forward and voted upon when the open session resumes.
- 12.5 Upon completion of the *closed* session, Council or the Committee shall immediately reconvene in public session and the Chair of the *closed* session shall report the results and any Resolutions carried therein to the public session.
- 12.6 Unless specifically requested to leave by the Chair, Heads of Departments may remain for any *closed* session, but all other Township Staff and the public shall leave the meeting room unless required by Council or the Committee.
- 12.7 All attendees shall keep confidential all information obtained during their attendance at the *closed* Meeting unless by the concurrence of Council, the information, or parts of the information, may be disclosed in public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

13. BY-LAWS

- 13.1 Every by-law shall be proposed and seconded by Motion. Every by-law shall be introduced by reading the Resolution which will state who is the mover and who is the seconder and whether the by-law be read a first time only, or a first and second time only, or a first, second and third time and passed, and a short description of its contents.
- 13.2 The Chair shall then inquire if there are any members who wish to debate the by-law set forth in the resolution. Any member who wishes to may debate or move to amend the by-law set forth in the Resolution. If, at the conclusion of the debate, amendments have been proposed to any of the by-laws, the Chair shall report all such amendments to Council. Each amendment shall then be voted on separately without further amendment or debate following which the by-law then will receive third reading.
- 13.3 A by-law which has been defeated at any stage of the order of procedure shall be subject to a Motion to reconsider. The foregoing rules shall apply except when a Motion to reconsider a by-law is carried by majority vote, in which case the next order of business shall be a Motion that leave be given to introduce the by-law. If such a Motion is carried, the by-law shall be dealt with in accordance with the usual procedure.

14. ADJOURNMENT

- 14.1 Council Meetings will adjourn at 10:00 p.m. unless a Motion to continue is passed. Such Motions shall include an alternate time limit for adjournment (e.g., "for one hour", "at 11:00 p.m.", *etc.*).
- 14.2 A Motion to adjourn a Meeting shall be in order except:
- a. when a member is in possession of the floor.
 - b. when it has been decided that the vote be now taken, or,
 - c. during the taking of a vote.

- 14.3 No subsequent Motions to adjourn shall be made until after intermediate proceedings shall have taken place in each case.
- 14.4 The members shall not leave their places on adjournment until the Motion to adjourn is carried.

15. RULES OF DEBATE

- 15.1 The Chair shall preside over the conduct of the Meeting including the preservation of good order and decorum, ruling of points of order, questions of privilege, points of information and ruling on all questions relating to the procedure of the Meeting.
- 15.2 Any ruling made by the Chair is subject to an appeal by a member. If an appeal is made by a Member for a ruling of the Chair, the Member appealing shall, after announcing the appeal, state the reasons for such an appeal and the Chair may then indicate why the appeal should be rejected and the Chair's ruling upheld. Without debate on the appeal, the Members by roll call shall then vote on the appeal. If the appeal is upheld, then the Chair shall change his ruling accordingly, if the appeal is rejected then the ruling stands.
- 15.3 The Chair may speak on any matter before the commencement of debate on that matter. The Chair may speak to close the debate on any matter after everyone else wishing to speak has spoken.
- 15.4 If the Chair wishes to take part in the debate, the Chair must leave the chair and call on the Deputy Mayor to act in the Chair's place and stead until the debate is closed and in such case the Chair waives his privilege to close the debate and the member acting in the Chair's place may close the debate.
- 15.5 A Member shall not speak more than once on a matter without leave of Council except in explanation of a material part of the speech which may have been misunderstood, or in reply after everyone else wishing to speak has spoken, provided that Member has presented the Motion to Council, but not if the Member has moved an amendment to the Motion under discussion.
- 15.6 Any person who contravenes any of the rules set out in this procedure by-law at a Meeting shall be guilty of improper conduct and may be subject to expulsion or exclusion by the Chair. If a member desires to leave a Meeting prior to adjournment and not return thereto, the Member shall so advise the Chair, and the fact and time of the Member's early departure shall be recorded in the minutes. Any Member who persists in a breach of the by-law, after having been called to order by the Chair, may at the discretion of the Chair be ordered to leave their seat for the duration of the Meeting. At the discretion of the Chair, the Member may resume his seat following an apology.

16. CONDUCT OF MEMBERS IN COUNCIL

- 16.1 In accordance with section 259 of the *Municipal Act, 2001*, as amended, any Member who is absent from Council Meetings for three consecutive months without being authorized to do so through a resolution of Council shall have their seat declared vacant.
- 16.2 A Member shall not:
- a. Speak disrespectfully of the Reigning Sovereign, any member of the Royal Family, the Governor General or a Lieutenant-Governor.
 - b. Use offensive words or unparliamentarily language in a Meeting.
 - c. Disobey the rules of the Council or decision of the Chair or of Council on questions of order or practice or upon the interpretation of the rules of Council.
 - d. Leave their seat or make any noise or disturbance while a vote is being taken and the result being declared.
 - e. Enter the council chamber while a vote is being taken.
 - f. Interrupt a member while speaking, except to raise a point of order.
 - g. Pass between a Member who is speaking and the Chair.

- h. Use an Electronic Device during any Meeting for any purpose other than accessing materials pertinent to the item under discussion, or unless required for medical reasons
 - i. Use an Electronic Device as a recording device or to broadcast or otherwise publish or post audio, video or photographs of any Meeting.
 - j. Communicate with other Members using an Electronic Device during any Meeting.
- 16.3 All Electronic Devices not required for conducting the Meeting or medical reasons shall be turned off or turned to silent mode.
- 16.4 A Member who persists in a breach of the foregoing section, after having been called to order by the Chair, may at the discretion of the Chair be ordered to leave their seat for the duration of the Meeting. At the discretion of the Chair, the Member may resume their seat following an apology.

17. CONDUCT OF MEMBERS OF THE PUBLIC

- 17.1 Members of the public present during a Council or Committee meeting shall maintain order and silence
- 17.2 No person shall display signs or placards, applaud participants in a debate or engage in conversation or other behaviour which may disrupt the proceedings of Council or the Committee
- 17.3 No person shall bring into the Council Chamber or Committee meeting food or drinks that are considered by the Mayor or Chair of the Committee to be disruptive to the meeting.
- 17.4 No person shall bring into the Council Chamber or Committee meeting room cellular telephones, pagers or other electronic devices which emit a sound unless such devices are turned off or silenced or unless the device is required for medical purposes
- 17.5 No member of the public shall use an Electronic Device as a recording device or to broadcast or otherwise publish or post audio, video or photographs of any Meeting.
- 17.6 When invited to address Council or a Committee, no person shall use indecent, offensive or insulting language or speak disrespectfully of the Royal Family, the Governor General, the Lieutenant Governor of any province, any member of the Federal or Provincial Governments, any Member of Council, any employee of the township, or of any individual.
- 17.7 No person shall enter the Council Floor without the expressed permission of the Chair.
- 17.8 Any person, not being a member of Council, who contravenes any provision of this section shall be expelled from the Meeting by the Chair. In the case of an electronic meeting the staff member hosting the meeting shall remove any person who contravenes any provision of this section.
- 17.9 When a person has been deemed guilty of improper conduct by the Chair and is expelled or excluded from the meeting by the Chair and such person refuses to so leave:
- a. the Chair may adjourn the Meeting without any Motion to do so until such time as the person has left the meeting room.
 - b. law enforcement may be called, and a trespass order may be requested.

18. MOTIONS

- 18.1 All Motions shall be read by the Chair or Clerk and then presented to the Chair for the commencement of debate. A Member who moves a main Motion has the first right of speaking on that Motion. Motions shall be debated in the order of presentation to the Chair. Any Member may require the Motion under discussion to be read at any time during the debate, except when a member is speaking.

- 18.2 A Member shall not speak more than once on a matter without the leave of Council or Committee except:
- a. if questioned by another Member.
 - b. to explain comments which the Member believes have been misunderstood; or,
 - c. in the case of the mover of the main Motion, in reply just before the Chair and after everyone else has spoken.
- 18.3 The mover and seconder of a Motion or amendment must both be present at the time a vote is taken for the vote to be valid.
- 18.4 When the Chair determines the vote on a question, their vote shall be spoken, signified, polled and recorded after the votes of each Member voting.
- 18.5 Failure to vote by a Member who is present at the Meeting at the time of the vote and who is qualified to vote shall be deemed to be a negative vote. Any question on which there is a tie vote shall be deemed to be lost, except where otherwise provided by any Act. If a Member present at a Meeting at the time of a vote requests immediately before or after taking of the vote that the vote be recorded, each Member present, except a Member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.
- 18.6 Notice of Motion
- a. A Notice of Motion may be introduced by a Member at a meeting regarding a matter that would not otherwise be considered by Council at such meeting, by delivering a written copy of the motion, signed by the mover and seconder to the Clerk, who shall read it during the segment on the agenda reserved for Notices of Motion.
 - b. Notice of Motion, of which notice was given, shall be considered at the Council's next meeting.
 - c. A Notice of Motion may be introduced by a Member of the Administration, without the requirement of a mover and seconder.
 - d. Notice of Motions introduced at a public meeting of Council shall not be debated and shall be recorded on the next meeting of Council under Resolution.
 - e. A Notice of Motion shall not be considered or otherwise disposed of by the council unless the mover of the motion is in attendance at the meeting, where the Notice is being considered. In their absence, the item shall be deferred to the next council meeting where the mover is present.
 - f. A Notice of Motion may be delivered to the clerk no later than 12:00 p.m. (noon) on the Monday preceding the date of the next regular meeting to be included to the final agenda, at which time the motion is to be introduced, or be read during the Notice of Motion portion of the Agenda of a regularly scheduled meeting of the Council.

19. POINTS OF ORDER & POINTS OF PRIVILEGE

- 19.1 When a Member desires to address Council upon a matter which concerns the rights of privileges of the Council collectively or of themselves as a Member thereof, the Member shall be permitted to raise such matter of privilege. A matter of privilege shall take precedence over other matters. While the Chair is ruling on a point of privilege, no one shall be considered to be in possession of the floor.
- 19.2 A Member who desires to call attention to what the Member believes to be a violation of the rules of procedure shall ask leave of the Chair to raise a point of order. When the leave is granted, the Member shall state the point of order with a concise explanation and shall attend the decision of the Chair upon the point of order. (The Speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when the debate resumes.)
- 19.3 A Member called to order by the Chair shall immediately vacate the floor until the point of order is dealt with and shall not speak again without the permission of the Chair unless to appeal the ruling of the Chair.

- 19.4 When a Member desires to call attention to what the Member believes to be a violation of the rules of procedure, the Member shall, once recognized by the Chair, rise on a point of order. On raising the point of order, a Member shall state the point of order with a concise explanation and the Chair shall rule upon the point of order.
- 19.5 Unless a member immediately appeals the ruling of the Chair, the ruling of the Chair on the point of order shall be final. If the ruling is appealed, the appeal procedure set out in section 15 shall be followed.

20. VOTING – GENERAL

- 20.1 Once all discussions are complete and there are no more debates, the Chair shall put the motion to a vote. without any further debate.
- 20.2 When the question under consideration contains distinct propositions, upon the request of any Member, the vote upon each proposition shall be taken separately.
- 20.3 After the Chair commences to take a vote on a question, no Member shall speak to such question or present any other Motion until a vote has been taken on the question. Voting shall be by way of a “show of hands” in favour or against, except when a recorded vote is requested by any Member.
- 20.4 If any Member present other than the Chair refuses or fails to vote, the absence of a vote in favor has the same effect as voting against the question.
- 20.5 Any question on which there is an equality of votes shall be deemed to be lost except where otherwise expressly provided by statute.
- 20.6 If a member disagrees with the announcement by the Chair regarding the results of a vote, the Member may object immediately to the Chair’s declaration and require the vote to be retaken by a recorded vote by the Clerk. A Member’s opposition to any question shall not be recorded in the minutes unless a recorded vote was taken.
- 20.7 When a recorded vote is requested, the Clerk shall call the names of Members present in alphabetical order except for the Chair whose name shall be called last, and the Clerk shall record each Member’s vote and each Member’s vote shall be recorded in the minutes.
- 20.8 With respect to Committees, any Member, including the Chair, may propose or second a Motion and all Members including the Chair shall vote all Motions except when disqualified by reasons of interest or otherwise; a tie vote shall be considered lost.

21. VOTING – RECONSIDERATION

- 21.1 Once a Motion has been made and carried or lost, it shall be in order for any Member who voted with the prevailing side to move for reconsideration, and if such Motion is seconded, it shall be open to debate and be disposed of by the Meeting.
- 21.2 When a Motion of reconsideration is made at the same Meeting at which the question to be reconsidered was previously dealt with, the majority of Members present may pass such Motion of reconsideration.
- 21.3 When a Motion of reconsideration is made by a Member who voted with the prevailing side at a Meeting subsequent to that at which the question to be reconsidered was previously dealt with, the question shall not then be reconsidered unless a majority of the Members present pass a Motion of reconsideration to do so. If a Member wishes to propose a Motion for reconsideration at a subsequent Meeting to which the question to be reconsidered was previously dealt with, it must be preceded by a Notice of Motion of reconsideration given pursuant to section 17 hereof.
- 21.4 No more than two Motions for reconsideration of any question shall be permitted in the same calendar year. When Council has decided either for or against a

certain question, a Committee shall not reconsider the same question during the same calendar year until a Motion for reconsideration has been adopted by Council.

- 21.5 If a Motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business, unless the Motion of reconsideration calls for a future definite date for the reconsideration, and debate on the question to be reconsidered shall proceed as though it has never previously been voted on.
- 21.6 Debate on a Motion for consideration must be confined to reasons for or against reconsideration.
- 21.7 After a Motion has been voted upon, and at the same meeting, any Member who voted with the prevailing side may, in writing, move for reconsideration. If such Motion to reconsider receives a seconder, it shall be open to debate, voted upon and shall require the votes of a majority of Members present to pass.

22. VOTING – AMENDMENTS

- 22.1 Only one amendment at a time can be presented to the main Motion and only one amendment can be presented to an amendment. When an amendment has been decided on, another amendment to an amendment may be introduced and when an amendment to a main Motion has been decided on, another may be introduced. In the case of an amendment to an amendment, an amendment to the main Motion cannot be withdrawn until the amendment to the amendment has been withdrawn or defeated.
- 22.2 An amendment to a main Motion or to an amendment must be similar to the question which it is proposed to amend but with sufficient variance to constitute a different question.
- 22.3 The amendment to the amendment, if any, shall be voted on first; then if no other amendment to the amendment is presented, the amendment to the main Motion shall be voted on next; then if no other amendment to the main Motion is introduced the main Motion shall be voted on next; or if any amendment to an amendment or any amendment to a main Motion has carried, the main Motion, so as amended shall be put to a vote.
- 22.4 Nothing in this section shall prevent other proposed amendments which have not yet been read to the meeting, but which have been presented to the Chair from being read informally to the Meeting if requested by any Member so as to inform the Members of the various amendments presented to the Chair respecting the Motion concerned.
- 22.5 When the question under consideration contains distinct proposition the vote upon each proposition shall, at the request of any Member be taken separately.

23. INTERPRETING THE PROCEDURE BY-LAW

- 23.1 In the event of conflict between this Procedure Bylaw and legislation, the provisions of the legislation prevail;
- 23.2 A specific statement or rule in this Procedure Bylaw has greater authority than a general one; and
- 23.3 If there is a conflict between two or more rules in this Procedure Bylaw, or if there is no specific rule on a matter, the chair shall rule. In making a ruling, the chair may consult the clerk, rely on previous rulings and practices, or refer to Robert's Rules of Order's newest edition

24. APPOINTMENTS TO BOARDS, COMMITTEES, CITIZENS COMMITTEES AND AD HOC COMMITTEES

- 24.1 The Mayor or Deputy Mayor shall be *ex-officio* Members of all Committees of Council and shall have the same rights and privileges as any other Member of the Committee but shall not constitute part of the quorum.
- 24.2 Appointments of members of Council to a single Committee must be less than the majority of Council.
- 24.3 Appointments to the Library Board Committees and Citizens Committees of the Corporation shall be made by Council. In making such appointments, the following procedure shall apply:
- a. All applications for appointment must be in writing and received by the Clerk by the date specified in the advertisement. All applicants must meet the same qualifications as electors in the Municipality and the Clerk shall determine the qualifications of each applicant. Copies of all applications received for each position from qualified applicants shall be included with the agenda material for the Council Meeting concerned. Where there is only the exact number of qualified applicants as required for any position or positions, a Motion to appoint the applicants to the position or positions concerned shall be presented and voted upon.
 - b. If there are more qualified applicants than positions available, Council shall select from the qualified applicants the ones to fill the position or positions required. The selection process to be followed by Council shall be as follows:
 - i. A recorded vote of the Council shall be taken with respect to the qualified applicants for each position available. If upon the first recorded vote no applicant received the votes of the majority of the Members present, the name of the applicant receiving the least number of votes shall be dropped and the Members shall proceed to vote anew and so continue until either an applicant receives the votes of the majority of Members present at which time such applicant shall be declared appointed; or, it becomes apparent by reason of an equality of votes that no applicant can be appointed by the voting process.
 - ii. In the case where no applicant receives the majority required for appointment by recorded vote, and where two or more applicants are tied with the least number of votes, a special recorded vote shall be taken to decide which of the tied applicants with the least number of votes shall be dropped from the list of names to be voted on in the next recorded vote.
 - iii. Whereby reason of equality of votes it becomes apparent that no applicant can be appointed by the voting process, then the vacancy shall be filled by the applicant selected by lot by the Clerk.

25. COMMITTEE OF THE WHOLE

- 25.1 The Committee of the Whole shall deal with items which require prolonged discussions and are too time consuming for a Council agenda.

26. AD HOC COMMITTEES

- 26.1 Ad Hoc Committees must be comprised of less than 50% of the Members of Council and may be appointed by Council from time to time to consider specific matters.
- 26.2 A by-law appointing a Committee shall include:
- a. the name of the Committee
 - b. the members of the Committee

- c. the purposes and objectives of the Committee
- d. the date by which the Committee shall report to Council
- e. the term of the Committee

26.3 Unless otherwise stated in the by-law creating the Ad Hoc Committee, the term of the Ad Hoc Committee will not extend beyond the term of the Council by which it was created. Ad Hoc Committee meetings shall be arranged in accordance with the policy of Council as determined from time to time.

26.4 Each Ad Hoc Committee, at its first Meeting, shall elect a Committee Chair from among member of Council appointed to the Committee and shall arrange its own schedule of Meetings.

26.5 If the Chair of an Ad Hoc Committee is not present within thirty minutes from the time of the opening of the Committee meeting, the Members present shall, by Resolution, appoint another Member of Council, which is also a member of the Committee, to preside and the Member shall discharge the duties of the Chair for that Meeting, or until the arrival of the Ad Hoc Committee Chairperson. Should no member of Council be present to act as the Chair, the meeting shall be differed to another date.

27. RULES IN COMMITTEE

27.1 Rules of Committees shall follow procedures set out by Council for such Committees.

27.2 Any public appointee of any Committee that misses two (2) consecutive Meetings, without notifications to the Chair with the reason of absence (just cause), may be considered to have resigned. Council may appoint another Member in their place.

27.3 A Committee which refuses or neglects to give due consideration to any matter before it, may, by Council resolution, be discharged from such responsibility to another Committee.

27.4 Each Committee, in the exercise of its several functions, when same is not described by Statute or by by-law, is subject to the control and direction of Council. Each Committee shall report in writing to Council on all matters connected with their duties or referred to them by Council.

28. STAFF ATTENDANCE AT COUNCIL MEETINGS

28.1 The Heads of Departments or their designates shall render assistance to Council or Committees and may attend Meetings of Council. The Department Heads or their designates shall be present at all Council Meetings when any item on the agenda is related to their area of responsibility.

28.2 All Electronic Devices not required for medical purposes or for conducting the Meeting shall be turned off or turned to silent mode.

28.3 Staff shall be discouraged from communicating by electronic means during a Meeting.

28.4 No staff member shall use an Electronic Device as a recording device or to broadcast or otherwise publish or post audio, video or photographs of any Meeting.

29. AMENDMENT OF BY- LAW

29.1 Any provision contained in this by-law may be repealed, amended or varied and additions may be made to this by-law by a majority vote, provided that no Motion for that purpose may be considered unless notice thereof has been given at a preceding regular Council Meeting and such notice may not be waived.

30. MANDATORY

30.1 This by-law shall be reviewed at every new term of Council and one year following the date of approval

31. REPEAL AND ENACTMENT

31.1 That By-Law #2021-40 and any of its amendments are hereby repealed

31.2 This By-Law comes into force and effect upon its final passing

READ a FIRST and SECOND TIME this 21st day of January, 2025

READ a THIRD TIME and FINALLY PASSED this 21st day of January, 2025

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk



BY-LAW NO 2025-04

BEING A BY-LAW AUTHORIZE ENTERING INTO A FUNDING
AGREEMENT WITH A GOVERNMENT ORGANIZATION

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

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

AND WHEREAS the Council for the Corporation of the Township of Billings deems it expedient to enter into a funding agreement with Fire Protection Grant in the amount of \$8,230.45 for the purchase of Wildland Fire Gear.

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

- 1.0 THAT the Corporation of the Township of Billings hereby enters into a funding agreement with His Majesty the King in right of Ontario which is attached as Schedule 'A' and forms part of this By-Law.
- 2.0 THAT the Mayor and CAO/Clerk are hereby authorized to sign on behalf of the Council of the Corporation of the Township of Billings, any contracts and other documents required to authorize the agreement and affix the corporate seal.
- 3.0 THIS By-Law shall come into full force and effect upon passing.
- 4.0 THIS By-Law may be cited as "Fire Protection Grant Funding Agreement By-Law"

READ a FIRST and SECOND TIME this 21st day of January, 2025

READ a THIRD TIME and FINALLY PASSED this 21st day of January, 2025

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D" **BUDGET**

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



BY-LAW NO 2025-05

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE TOWNSHIP OF BILLINGS

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

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

AND WHEREAS The Council for The Corporation of the Township of Billings deems it expedient that the proceedings of meetings of the Council be confirmed and adopted by By-Law;

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

1. THAT the actions of the Council of The Corporation of The Township of Billings at its Council Meeting held on January 21, 2025 in respect to each report, motion, resolution, or other actions recorded and taken by Council at its meetings, except where the prior approval of the Ontario Lands Tribunal is required is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. THAT the Mayor and CAO/Clerk, or such other official as deem appropriate are hereby authorized and directed to do all things necessary to give effect to the said action, of Council of the Township of Billings referred to in the proceeding section.
3. THAT the Mayor and CAO/Clerk are hereby authorized and directed to execute all documents necessary on behalf of the Council and to affix the corporate seal of The Corporation of The Township of Billings to all such documents.
4. THIS By-Law shall come into full force and effect upon final passage.
5. THIS By-Law may be cited as the "January 21, 2025 Confirmatory By-Law"

READ a FIRST and SECOND TIME this 21st day of January, 2025

READ a THIRD TIME and FINALLY PASSED this 21st day of January, 2025

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk