

AGENDA

Regular Council Meeting

Tuesday, November 21, 2023, at 6:30 p.m.

Powassan Council Chambers (Firehall Station 1)

1. CALL TO ORDER

2. LAND ACKNOWLEDGMENT

"We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Métis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care of, and teachings about, our earth and our relations. May we continue to honour these teachings."

3. ROLL CALL

4. DISCLOSURE OF MONETARY INTEREST AND GENERAL NATURE THEREOF

5. APPROVAL OF THE AGENDA

6. DELEGATIONS TO COUNCIL

7. ADOPTION OF MINUTES OF PREVIOUS OPEN SESSION MEETINGS OF COUNCIL

7.1 Regular Council meeting of November 7, 2023

8. MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL

8.1 Recreation Committee Minutes of September 13, 2023

9. MINUTES AND REPORTS FROM APPOINTED BOARDS

9.1 Golden Sunshine Municipal Non-Profit Housing Corporation Minutes of September 19, 2023

9.2 District of Parry Sound Social Services Administration Board CAO Report – November 2023

10. STAFF REPORTS

10.1 Treasurer/Director of Corporate Services, B. Robinson – Municipal Holiday Hours

10.2 Deputy Clerk, K. Bester – Public Meeting Minutes of October 3, 2023, Review Application 2023-3

11. BY-LAWS

12. UNFINISHED BUSINESS

12.1 Bill 21 Long Term Care Act, 2021 Amendment

13. NEW BUSINESS

13.1 MPAC Data Sharing and Services Agreement

13.2 Consent Application B40/POWASSAN/2023 (Maple Hill Road)

13.3 Powassan Maple Syrup Festival Community Economic Development Funding

13.4 Volunteer Firefighter Tax Credit

14. CORRESPONDENCE

14.1 Township of McKellar – Call for Amendment to the Legislation Act, 2006

14.2 Maple Ridge Family Health Organization – Lease agreement

14.3 Aids Committee of North Bay and Area – Red Scarf Campaign

15. ADDENDUM

16. NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS

17. CLOSED SESSION

17.1 Adoption of Closed Session Minutes of October 17, 2023

17.2 Labour Relations – Section 239(2)(d) of the Municipal Act and under Section 9(4)(d) of the Procedural Bylaw – matters regarding labour relations or employee negotiations.

17.3 Identifiable Individuals – Section 239(2)(b) of the Municipal Act and under Section 9(4)(b) of the Procedural Bylaw – matters regarding an identifiable individual, including municipal or local board employees.

17.4 Legal Matters – Section 239(2)(f) of the Municipal Act and under Section 9(4)(f) of the Procedural Bylaw – advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

18. MOTION TO ADJOURN



Regular Council Meeting
Tuesday, November 7, 2023, at 6:30 pm
Powassan Council Chambers

Present: Peter McIsaac, Mayor
Randy Hall, Councillor
Leo Patey, Councillor

Staff: Kim Bester, Deputy Clerk
Brayden Robinson, Treasurer/Director of Corporate Services

Absent,
With Regrets: Markus Wand, Deputy Mayor
Dave Britton, Councillor

Presentation: None.

Disclosure of Monetary Interest and General Nature Thereof: None.

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- | | | | |
|-----------------|--------------------|-----------------------|---|
| 2023-337 | Moved by: R. Hall | Seconded by: L. Patey | That the agenda of the Regular Council Meeting of November 7, 2023, be approved. Carried |
| 2023-338 | Moved by: L. Patey | Seconded by: R. Hall | That the minutes of the Regular meeting of council of October 17, 2023, be adopted. Carried |
| 2023-339 | Moved by: R. Hall | Seconded by: L. Patey | That the minutes from the Maple Syrup Committee meeting dated October 26, 2023, be received. Carried |
| 2023-340 | Moved by: R. Hall | Seconded by: L. Patey | That the minutes from the Powassan and District Union Public Library meeting of June 19, 2023, be received. Carried |
| 2023-341 | Moved by: L. Patey | Seconded by: R. Hall | That the minutes from the Powassan and District Union Public Library meeting of September 18, 2023, be received. Carried |
| 2023-342 | Moved by: L. Patey | Seconded by: R. Hall | That the draft minutes from the Powassan and District Union Public Library meeting of October 18, 2023, be received. Carried |

- 2023-343** Moved by: R. Hall Seconded by: L. Patey
That the minutes of the North Bay Mattawa Conservation Authority meeting of September 13, 2023, be received. **Carried**
- 2023-344** Moved by: R. Hall Seconded by: L. Patey
That the North Bay Mattawa Conservation Authority's 2024 Draft Budget, be received. **Carried**
- 2023-345** Moved by: L. Patey Seconded by: R. Hall
That the memo from Deputy Clerk K. Bester, regarding the sale of McDonald Street be received; and,
FURTHER that Council direct staff to move forward with this process and bring a Closing and Sale Bylaw back to Council once all other steps are complete. **Carried**
- 2023-346** Moved by: R. Hall Seconded by: L. Patey
That the report from Treasurer/Director of Corporate Services B. Robinson regarding the 2024 Municipal Wage Grid be received; and,
FURTHER that the Municipality of Powassan's 2024 Employee Salary Grid be adopted effective January 1, 2024. **Carried**
- 2023-347** Moved by: R. Hall Seconded by: L. Patey
That the memo from Treasurer/Director of Corporate Services, B. Robinson, regarding the OPP Detachment Project, be received for information purposes. **Carried**
- 2023-348** Moved by: R. Hall Seconded by: L. Patey
That the memo from Clerk, A. Quinn, regarding the Municipal pool maintenance plan be received; and,
FURTHER that staff be directed to implement the plan. **Carried**
- 2023-349** Moved by: L. Patey Seconded by: R. Hall
That Bylaw 2023-26, being a Bylaw to delegate authority to the municipal Treasurer to authorize the execution of tax arrears extension agreements pursuant to Section 378 of the Municipal Act, 2001;
Be considered **READ** a **FIRST**, and **SECOND** time this 7th day of November 2023;
And **READ** a **THIRD** time and **FINALLY PASSED** this 7th day of November 2023 for the immediate wellbeing of the Municipality. **Carried**
- 2023-350** Moved by: R. Hall Seconded by: L. Patey
That the memo from Treasurer/Director of Corporate Services B. Robinson, regarding the Municipal Facilities Report be received; and,
FURTHER that Council provides direction to staff regarding its selected approach to each of the facilities as identified in the memo. **Carried**

2023-351 Moved by: L. Patey Seconded by: R. Hall
That the notice of the Passing of Official Plan Amendment #2 and Zoning Bylaw Amendment, be received for information purposes. **Carried**

2023-352 Moved by: R. Hall Seconded by: L. Patey
That the correspondence dated October 20, 2023 from the Minister of Finance regarding the Ontario Municipal Partnership Fund (OMPF) 2023, be received. **Carried**

2023-353 Moved by: R. Hall Seconded by: L. Patey
That the Council of the Municipality of Powassan supports the request in Consent Application B34/POWASSAN/2023 for the creation of a new lot on Hunt Line, as per our Planner's recommendation. Following are conditions of consent that are requested:

- The original executed Transfer/Deed of Land form, a duplicate original and one photocopy for our records;
- A Schedule to the Transfer(2)/Deed(s) of Land form on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on page 1 of the Transfer/Deed of Land form;
- A reference plan of survey, which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel(s) to which the consent approval relates;
- That any outstanding municipal taxes, local improvement charges and servicing charges be paid to date for both the land to be retained and the lot to be severed and/or transferred inclusive;
- That the applicant be responsible for payment of all costs associated with the application including legal, survey, transfers, and planning consultations.
- Issuance of an entrance permit for the severed lot; and
- Confirmation that the school board has bus service available at this location. **Carried**

2023-354 Moved by: R. Hall Seconded by: L. Patey
That the Ontario Clean Water Agency's Powassan Water and Wastewater Systems Quarterly Operations Report dated July 1 – September 30, 2023, be received.

Recorded Vote: Requested by Councillor R. Hall

Councillor R. Hall: Yea
Councillor L. Patey: Yea
Mayor P. McIsaac: Yea **Carried**

2023-355 Moved by: R. Hall Seconded by: L. Patey
That the report from Councillor R. Hall regarding interest rates on credit cards, mortgages and cost of living be received; and,

FURTHER that staff include a resolution of support for the November 21, 2023, Regular Meeting of Council. **Carried**

Moved by: R. Hall

Seconded by: L. Patey

Whereas the jury that adjudicated the Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam Inquest (The Renfrew Inquest) issued 86 recommendations to the Province of Ontario on Intimate Partner Violence; and,

Whereas recommendation #1 of the Inquest is for the Province of Ontario to declare Intimate Partner Violence an epidemic; and,

Whereas, every six days in Canada a woman is killed by her intimate partner; and,

Whereas, on any given night in Canada, over 6,000 women and children sleep in shelters because it is not safe for them at home; and,

Whereas this past year in Ontario, 52 women or one every week, were victims of femicide; and,

Whereas 93% of the CAS domestic violence-related intake cases involve a girl/woman as the primary participant; and,

Whereas the waitlist for counselling can be difficult to access; and,

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

Whereas the Municipality of Powassan Council recognizes that issues of violence against women in all communities are of local importance to the health and wellness of our residents;

Therefore, be it resolved that the Municipality of Powassan Council recognizes the issues of violence against women and girls as serious to the health and wellness of local families; and is supportive of community partners in educating and supporting our residents about the seriousness and long-term danger of violence in our community; and,

That Council declares, in accordance with Recommendation #1 of the Renfrew Inquest, that Intimate Partner Violence and Violence Against Women are epidemic; and,

Be it further resolved that this resolution be circulated to The Honourable Doug Ford, Premier of Ontario, The Honourable. Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity, The Honourable Parm Gill Minister of Red Tape Reduction, Victor Fedeli, MPP, the Association of Municipalities of Ontario, and the Federation of Canadian Municipalities; and,

That Powassan's municipal Clerk review the Renfrew Recommendations and determine what recommendations the Municipality of Powassan can implement to help advance the objective of ending intimate partner violence; and,

That a letter is sent to the Office of the Premier of Ontario, the Honourable Doug Ford, requesting the Province of Ontario declare intimate partner violence and violence against women as a crisis.

Carried

2023-357

Moved by: R. Hall Seconded by: L. Patey
That the correspondence from the MPP of Waterloo Catherine Fife, Regarding Support
for bill 21, Fixing Long-Term Care Amendment Act be received; and,

FURTHER that staff include a resolution of support for the November 21, 2023,
Regular Meeting of Council.

Carried

2023-358

Moved by: L. Patey Seconded by: R. Hall
That Council now adjourns at 7:27pm.

Carried

Mayor

Clerk

Recreation Committee Minutes September 13, 2023, 7:00pm, 250 Clark Street

Attendees: Mallory Slingerland, Councillor Hall, Brian Eckensviller, Tonja Eckensviller, Jeff Eckensviller, Ted Hummel, Gerry Giesler, Kirsten Pedersen, Jim Gadsen, Kim Lindsay

Staff: Sam Shier

Absent with Regrets: Penny Desormiers, Rob Giesler, Mayor McIsaac, Allison Quinn, Tyson Hummel, Jared Dupuis, Jeff Conrad, Chris Varey

1. Call to Order @ 7:02 p.m.

2. Agenda

- Adoption of the Agenda of September 13, 2023
Moved by: M. Slingerland Seconded by: T. Hummel
Carried

3. Disclosure of Pecuniary Interest – None

4. Minutes

- Approval of minutes of June 28, 2023
Moved by: M. Slingerland Seconded by: Councillor Hall
Carried

5. Presentations - None

6. Correspondence - None

7. Facility Manager Updates

- a) **Sportsplex** – no updates.
- b) **TCCC** – no updates.

8. Event Updates

- a) **Sip and Savour** – No new updates.
- b) **Canoe Regatta** – No updates.
- c) **Fish Derby** – M. Slingerland gave an update that there were only 22 entries this year, which is down from last year.
- d) **Trout Creek Playground Improvements** – No update.
- e) **Trails Funding** – G. Giesler to contact Allison regarding the stairs at the Pines, if it has been set to tender out to replace. Counsellor Hall will request from the Municipality to have a complete breakdown of each part of the project cost to present at next rec meeting. Gerry set a tentative date of October 21st to complete work at one of the trails; will confirm at next meeting.
- f) **Winter Carnival** – J. Eckensviller to prepare a letter to provide to council regarding the use of profit from the Winter Carnival to be allocated to what the Rec Committee's "wish list".
- g) **FedNor Funding** – No updates.

9. Outstanding Business

- a) **TC Roof Repairs** – Counsellor Hall to follow up with Brayden regarding the email J. Eckensviller sent May 15, 2023.
- b) **Baseball Tournament 2024** – No updates.
- c) **Multiuse Trail Update** – Counsellor Hall is having a meeting next Tuesday, September 19th, with the Snowmobile Club, MTO, and the Executive Assistant for the MPP. Trying to find a solution to get from Purdon Line to HWY 534.
- d) **Staff reaching out to potential ice renters** – R. Giesler did reach out to groups.
- e) **Repairs to equipment shed at TCCC** – Counsellor Hall looking into putting this on the next Council meeting. B. Eckensviller suggested tearing down both sheds on the property and rebuild a small shed on the cement pad behind the backstop.
- f) **Skate Sharpener at TCCC** – There have been no inquiries to the Municipal Office. B. Eckensviller suggested looking into a self skate sharpener that staff could run and charge a small fee to use.

10. New Business

- B. Eckensviller looking for an update on the water bottle fill station. There is no update.
- Counsellor Hall suggested that the Rec Committee draft a budget to give to council. The committee inquired if Brayden and Mayor McIsaac could come to a meeting to express concerns.
- M. Slingerland requesting to add to the October Agenda to discuss the budget and finalize in November meeting to present to Council in November.

11. Community Updates

- Counsellor Hall is requesting the Rec Committee have a meeting with the TC Agricultural Society to discuss some event ideas, i.e., a music festival.
- G. Giesler reported the fish hatchery will be housed at the library and will have 10,000 eggs; however, he is still awaiting on the license from the MNR.
- M. Slingerland has the line dancers donating money towards the nerf gun wars that will be held at 250 Clark. Will have the exact amount of what has been donated at the next meeting.
- K. Lindsay reported the ice at the curling rink is going in October 1st and the registration night is September 20th.
- T. Eckensviller reported the Booster Clubs laser tag event was successful with 126 participants. The Booster Club will be reaching out to S. Geisler regarding their skating program on Sundays at the TCCC. The Halloween Dance is next on their agenda.

New member: Motioned that Jim Gadsen be a member of the Recreation Committee.

Moved by: G. Giesler

Seconded by: B. Eckensviller

Carried

12. Next Meeting: Wednesday, October 11, 2023, at 7p.m. at TCCC.

13. Adjournment: Meeting adjourned at 8:46 p.m.

Chair

Acting Clerk

The Golden Sunshine Municipal Non-Profit Housing Corporation
Minutes of the Board of Directors Meeting
2023-10

Tuesday September 19, 2023

A regular meeting of the Golden Sunshine Municipal Non-Profit Housing Corporation board was held on Tuesday September 19, 2023.

Present: Bernadette Kerr, Mieke Krause, Leo Patey, Tom Piper, Dave Britton, Nancy McFadden & Amber McIsaac, Property Manager. Regrets: Doug Walli

1. Call to order

Resolution No. 2023-49– Moved by Tom, seconded by Leo that the meeting was called to order at 9:31 am. Carried

2. Additions to Agenda – none

3. Approval of the Agenda

Resolution No. 2023-50– Moved by Nancy, seconded by Tom that the agenda be adopted as presented

4. Conflict of Interest Disclosure – Leo Patey, Employer listed on accounts payable

5. Approval of the Minutes from the August 22, 2023 board meeting

Resolution No. 2023-51– Moved by Tom seconded by Leo that the minutes from the board meeting on August 22, 2023 were adopted as presented.

6. Business arising

a) **Project Updates**

Amber presented that all projects are completed and that the GSMNP was able to come in under budget. Invoice breakdown of completed projects was discussed including surplus of funding in the amount of \$12, 608.60. Board discussed possible projects that were within the scope of the original funding agreement.

Resolution No. 2023-52– Moved by Tom seconded by Dave that GSMNP approves the following quotes as presented for the remainder of OPHI 4 funding: HVAC repairs to electrical exhaust fans in the amount of \$4000-\$6000 by Ainsworth Mechanical, Install 3 more security cameras in the amount of \$1,779.78 by ADT -TELUS, Replace broken timer

for outside block heater plugs in the amount of \$1,553.75 by Lawrence Electrical, replace carpet runners in stairwells and elevators in the amount of \$1,338.34 by floor fashion world, install vinyl flooring in mechanical room, Tim's office and Amber's office in the amount of \$2,762.74 by floor fashion world, Move and replace furniture as needed for flooring install in the amount of \$550 by Tool Box Tim.

b) 1st Draft Budget

Amber presented the first draft of the 2024 budget to be reviewed by the board. Dave suggested increasing the utilities to \$10,000 due to increased water usage with the vegetable gardens, Leo asked for clarity on the increase to the Other Revenue section. Increase was based on parking fees for tenants new to the building as of 2022.

c) Raised Garden Beds

Quotes were presented for raised garden beds from Mike's planters, Dave Hodgins and Tool Box Tim. A discussion took place from the board members and it was decided that more information is needed in regards to the quotes and installing the garden beds. Amber will follow up. Leo Patey and Dave Britton offered to volunteer time to help install the gardens if needed.

d) Pet Policy

Resolution No. 2023-53— Moved by Tom seconded by Mieke that the GSMNP approves and accepts Policy#2022-04, Pet Policy, as presented.

e) Re-Visit of Pines 2

Bernadette discussed the possibility of re-visiting The Pines 2 project should funding ever become available. Dave spoke to the fact that 12 years ago it was a 'shovel ready project' and would consist of 10, 2-bedroom units and that the GSMNP has the land to complete the project. Amber to reach out to the DSSAB to see if they would like attend a meeting and discuss funding possibilities.

7. Correspondences

a) Managers Report

As follow up to the previous meeting Amber reported that the GSMNP will continue to pay for recycling pick up as per the municipality contract with GFL. Amber advised the board that the required 2023 budgeted amount of \$18,952.00 has been deposited into the Capital Funds account and an electronic copy of the Encasa Funds 2023 Interim Report will be sent to all board members via email. Dave suggested a zoom meeting with World Source/Encasa, Amber to follow up.

b) Financials – August Transaction Report

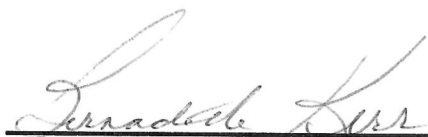
Resolution No. 2023-54 Moved by Tom, seconded by Dave that the board approves the August 2023 Transaction Report as presented. Carried

c) Financials – August Income Statement and Employee Payroll

Resolution No. 2023-55 Moved by Nancy, seconded by Leo that the board approves the August 2023 Income statement and employee payroll record as presented. Carried

8. Next Board Meeting – September 19, 2023 @ 9:30am.

9. Adjournment - Resolution No. 2023-56– Moved by Dave, seconded by Tom that the board meeting be adjourned at 10:20 am. Carried



President, Bernadette Kerr



Property Manager, Amber McIsaac



Chief Administrative Officer's Report

November 2023

Mission Statement

To foster healthier communities by economically providing caring human services that empower and enable the people we serve to improve their quality of life.

A decorative horizontal bar at the bottom of the page, consisting of a solid blue bar with a light blue curved shape on the right side.

With the tragic news coming out of Sault Ste. Marie last week, we find ourselves struggling to find a meaningful way to pay tribute to the women and children who were injured and lost their lives to Intimate Partner Violence (IPV) & Domestic Violence (DV). Finding the words to relay how we're feeling about something so close to home, and about a cause so close to our hearts is impossible. Our job every day is to prevent these situations from occurring, and it's at times like these when we feel defeat and frustrations.

We know more can be done - the conversation about Intimate Partner Violence must continue long after this story leaves the headlines.

We need to continue to educate women, children, and our communities to recognize abuse in its many forms, and to speak out and ask questions.

Survivors of domestic abuse may leave and return several times before permanently separating from their abusive partner. In fact, research shows that it can take approximately 7 attempts before a survivor permanently leaves an abusive partner. Abuse often lives in secrecy. Women who experience violence of any kind should be told that they are not alone and that they do not deserve to live in fear. They should be encouraged to reach out to a professional or someone they trust for support and guidance.

If you or someone you know is experiencing abuse by their partner, please call Esprit Place at 705-746-4800 or 1-800-461-1707 and speak with our frontline staff, who can provide you with the support you need 24/7.



Ontario Health Team

The West Parry Sound Ontario Health Team (in-development) continues to seek Ministry of Health support to begin building an approved OHT. The next application was due back to the Ministry at the end of October. The Ministry application required an updated West Parry Sound OHT membership list. As previously discussed, the DSSAB will be participating as a Collaborative Partner (please see Appendix A). The team indicated that they were thankful to have received past endorsement, at various levels (signatory, collaborative, and supportive), from many of their regional partners. At the WPSHC, they shared they are thankful for the DSSAB's ongoing contribution to supporting the health and resilience of the communities we are mutually privileged to serve.

OMSSA 47 Leads - Leadership Table Meeting

On October 26th, I attended the OMSSA 47 Leads - Leadership table meeting in Toronto. It was a jam-packed agenda and here are a few highlights. We heard from RBC Economist Carrie Freestone who discussed trends in the economy, where things are heading related to employment and housing and the potential impacts to social service clients (please see Appendix B).

We heard from the Canadian Mental Health Association Ontario Division with a presentation and discussion lead by Camille Quenneville, CEO and Joe Kim, COO (please see Appendix C). It was a fulsome discussion regarding the challenges both sectors are having with supporting our current Mental Health and Addiction crisis.

Information was received regarding the "Knowing our Numbers" project (please see Appendix D) and discussion around the labour challenges in the Early Childhood sector took place.

We also had discussions regarding Housing and Homelessness and Special Needs Resourcing for our Children's Services sector.

Facebook Pages

A friendly reminder to follow our Facebook pages!



- ◆ [District of Parry Sound Social Services Administration Board](#)
- ◆ [Esprit Place Family Resource Centre](#)
- ◆ [EarlyON Child and Family Centres in the District of Parry Sound](#)
- ◆ [The Meadow View](#)

Social Media

Facebook Stats

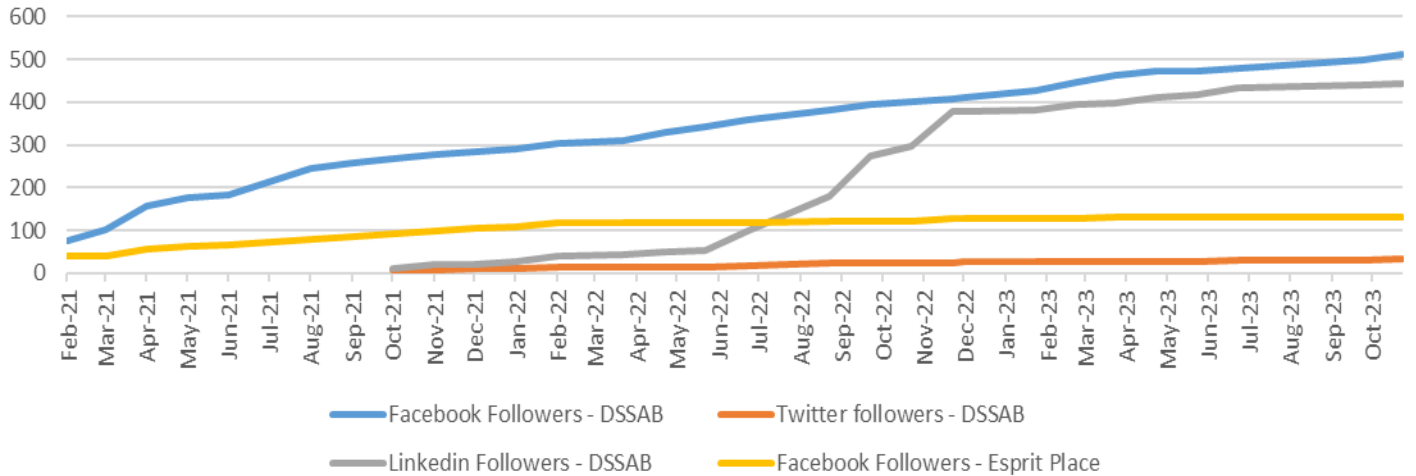
District of Parry Sound Social Services Administration Board	APR 2023	MAY 2023	JUNE 2023	AUG 2023	SEPT 2023	OCT 2023
Total Page Followers	471	474	478	490	500	513
Post Reach this Period (# of people who saw post)	4,460	3,789	4,010	2,249	4,112	2,667
Post Engagement this Period (# of reactions, comments, shares)	505	241	692	234	428	287

Esprit Place Family Resource Centre	APR 2023	MAY 2023	JUNE 2023	AUG 2023	SEPT 2023	OCT 2023
Total Page Followers	131	131	131	132	133	133
Post Reach this Period (# of people who saw post)	116	29	203	62	55	92
Post Engagement this Period (# of reactions, comments, shares)	71	1	2	1	2	16

DSSAB Twitter Stats https://twitter.com/psdssab	APR 2023	MAY 2023	JUNE 2023	AUG 2023	SEPT 2023	OCT 2023
Total Tweets	8	8	10	N/A	19	11
Total Impressions	300	291	301	56	229	206
Total Profile Visits	130	137	128	N/A	135	N/A
Total Followers	27	27	30	31	32	34

DSSAB LinkedIn Stats https://bit.ly/2YyFHIE	APR 2023	MAY 2023	JUNE 2023	AUG 2023	SEPT 2023	OCT 2023
Total Followers	410	416	434	437	441	444
Search Appearances (in last 7 days)	245	228	281	185	115	49
Total Page Views	30	41	56	33	22	49
Post Impressions	697	546	786	182	558	1,036
Total Unique Visitors	11	19	25	19	14	22

Social Media Follower - Trends



Esprit Place

This month we've launched an Instagram Account for Esprit Place Family Resource Centre to try to reach a new demographic. Please follow us on Instagram at <https://www.instagram.com/espritplace/>. We will continue to monitor performance on each social media channel. Should the launch of Instagram prove to be successful for Esprit, we will look into expanding onto Instagram for the DSSAB as well.

Municipal Presentations

This month, myself and our Communications Officer, continued our road trip to the Municipality of Powassan on October 3, 2023, where we outlined the DSSAB's programs and services and explaining to members of Council how we can help members of their community. Council expressed their appreciation for the work done by DSSAB staff. These presentations were part of a series of Municipal presentations taking place over the next year.



Licensed Child Care Programs

Total Children Utilizing Directly Operated Child Care in the District

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubee ELCC	HCCP	Total
Infant	1	0	3	0	20	24
Toddler	10	7	9	17	25	68
Preschool	16	15	16	33	43	123
# of Active	27	22	28	50	88	215

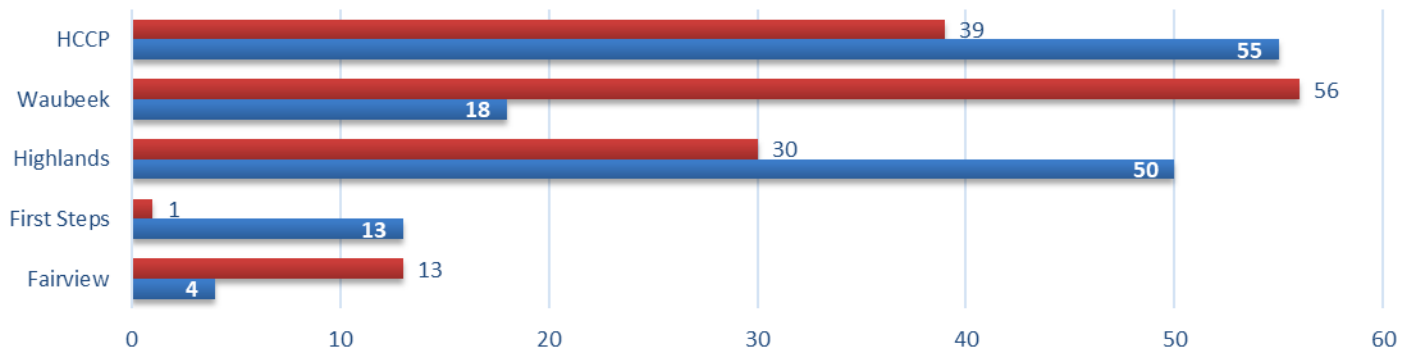
The early learning and child care centres experienced a number of preschool children transition to kindergarten and were able to move eligible toddlers up to the preschool groups and enroll new children in the programs.

School Age Programs September 2023

Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	26	5	0
Mapleridge Before School	10	0	0
Mapleridge Summer Program	N/A		
St. Gregory's After School	N/A		
Sundridge Centennial After School	13	4	0
Land of Lakes After School	N/A		
Home Child Care	46	19	1
# of Active Children	95	28	1

We were unable to reopen the Land of Lakes After School Program in Burk's Falls this month because of the staffing shortage. We amalgamated St. Gregory's School Age Program with Mapleridge's so we could offer Before and After School care to all the families in Powassan.

Directly Operated Child Care Waitlist by Program September 2023



As shown in the above chart, the blue bar reflects families that are currently seeking care and space is unavailable while the red bar indicates families that have requested a space after December 31, 2023. Programs were able to enroll some children from the waitlists as preschoolers transitioned to school.

Inclusion Support Services September 2023

Age Group	EarlyON	Licensed	Monthly	YTD Total	Waitlist	New	Discharges
Infant	0	0	0	0	0	0	0
Toddler (18-30M)	0	9	9	19	1	1	0
Preschool (30M-4Y)	6	31	37	56	0	3	2
School Age (4Y+)	6	31	37	56	0	3	2
Monthly Total	10	70	81	-	2	5	9
YTD Total	12	79	-	128	31	31	19

The Resource Consultants have been supporting the licensed child care and EarlyON programs with building staff capacity to continue offering high quality inclusive activities as new children transition into the child care sector.

EarlyON Child and Family Programs September 2023

Activity	September	YTD
Number of Children Attending	733	8,387
Number of New Children Attending	61	480
Number of Adults Attending	461	5,144
Number of Virtual Programming Events	3	35
Number of Engagements through Social Media	471	6,314
Number of Views through Social Media	8,756	85,542

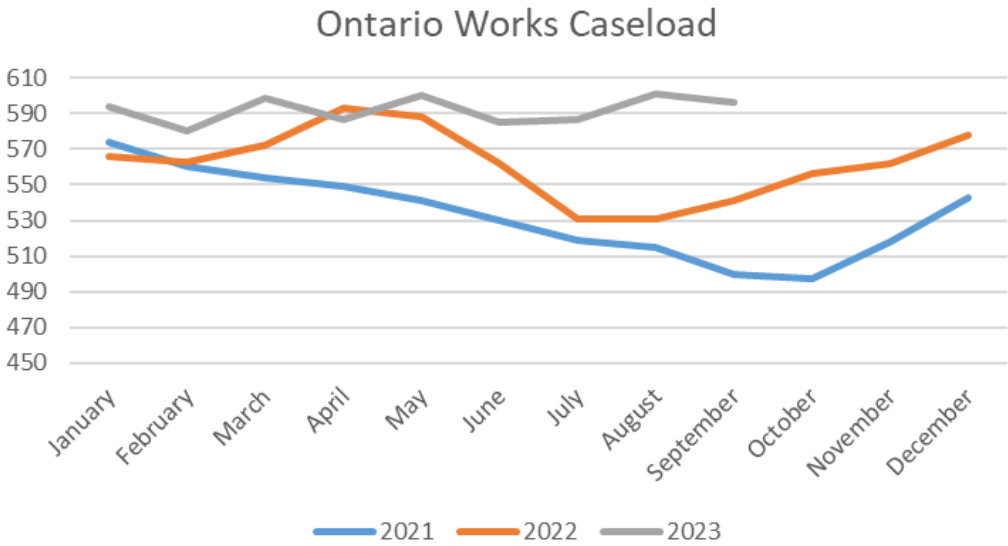
Funding Sources for District Wide Childcare Spaces September 2023

Active	# of Children	# of Families
CWELCC*	103	102
CWELCC Full Fee	228	226
Extended Day Fee Subsidy	1	1
Fee Subsidy	37	29
Full Fee	21	18
Ontario Works	15	12
Total	405	388

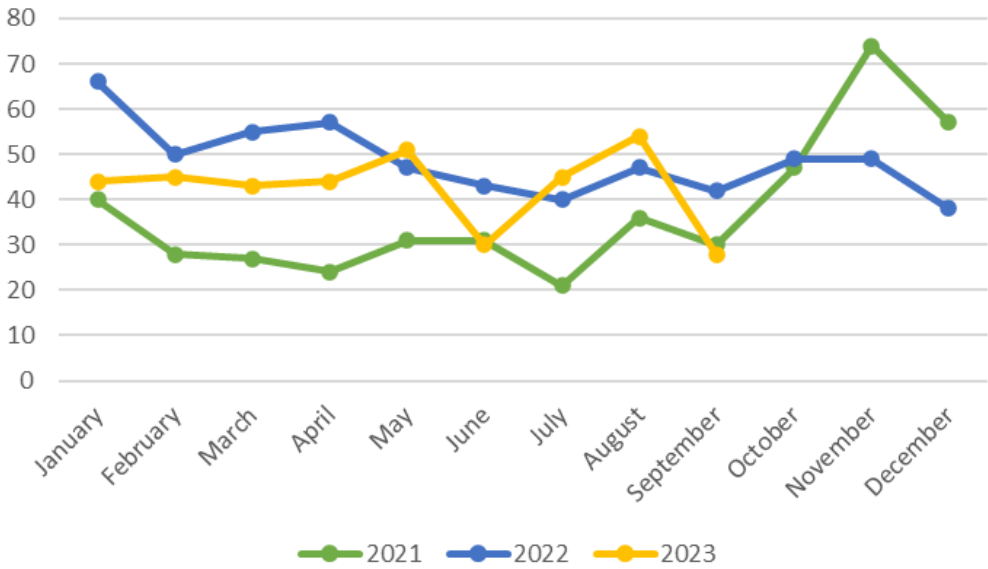
Funding Source - New	# of Children	# of Families
CWELCC	8	8
CWELCC Full Fee	51	49
Fee Subsidy	7	5
Full Fee	11	11
Ontario Works	7	6
Total	84	79

* CWELCC – Canada-Wide Early Learning Child Care; eligible for children 0 - 6

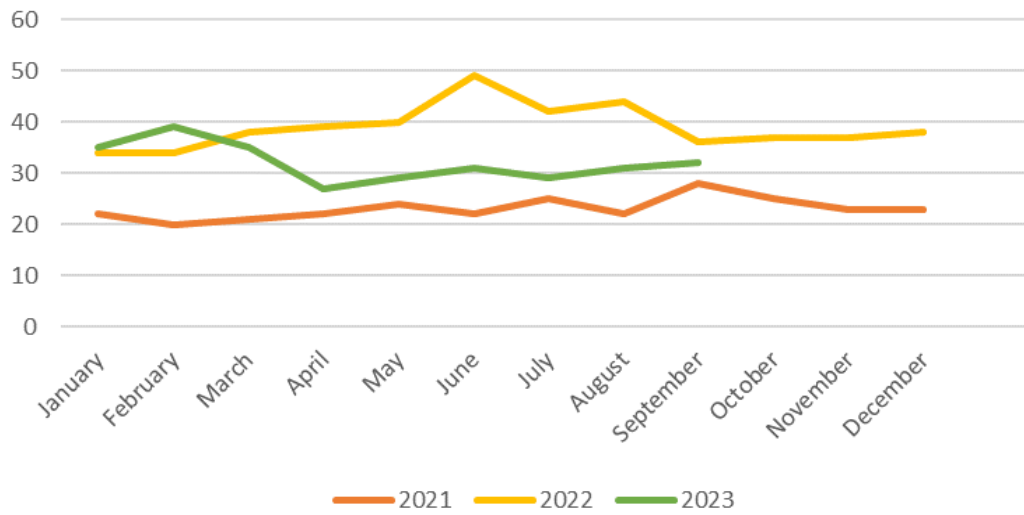
Funding Source - Exits	# of Children	# of Families
CWELCC	4	4
Fee Subsidy	2	2
Full Fee	1	1
Total	7	7



**Ontario Works Intake - Social Assistance Digital Application (SADA) & Local Office
Ontario Works Applications Received**



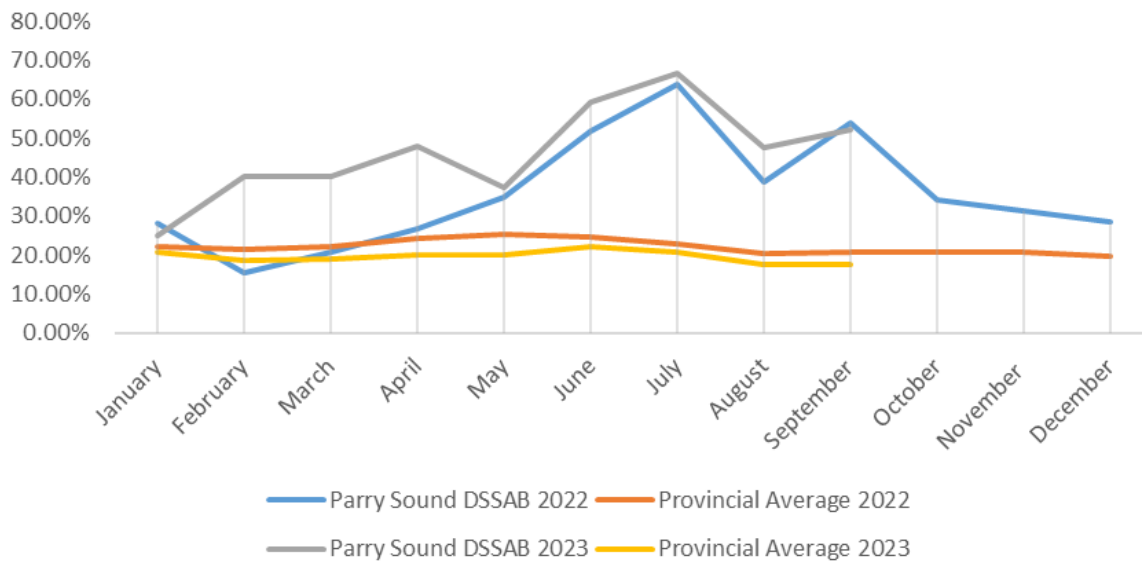
ODSP Participants in Ontario Works Employment Assistance



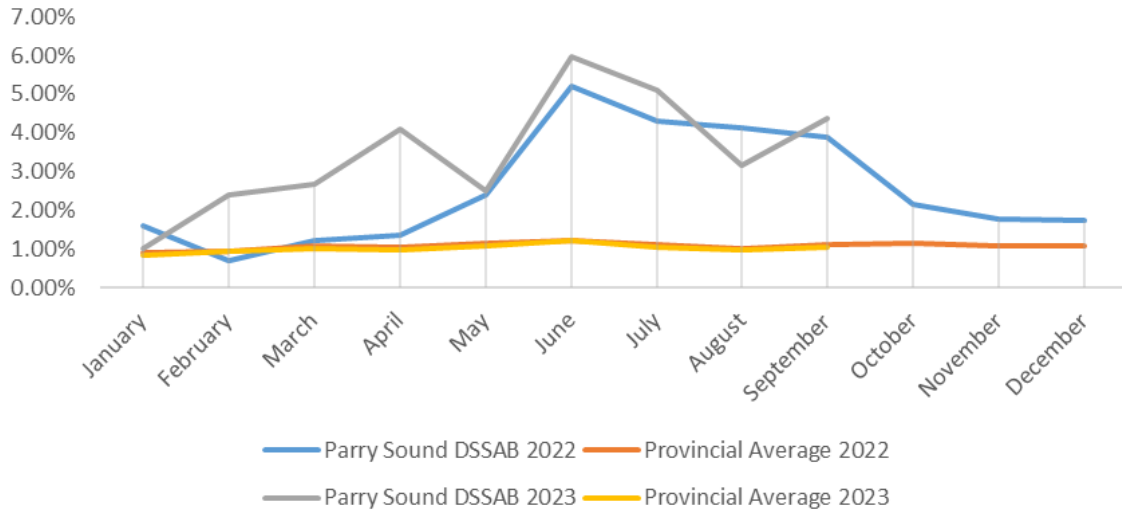
The OW Caseload as of the end of August has crept up to **596** (there are 955 beneficiaries in total). We are supporting **32** ODSP participants in our Employment Assistance program. We also have **58** Temporary Care Assistance cases. Intake also remains steady. We had **28** Ontario Works Applications and **29** applications for Emergency Assistance in August which is trending higher than historical norms.

Employment Assistance & Performance Outcomes

% of Closures Exiting to Employment

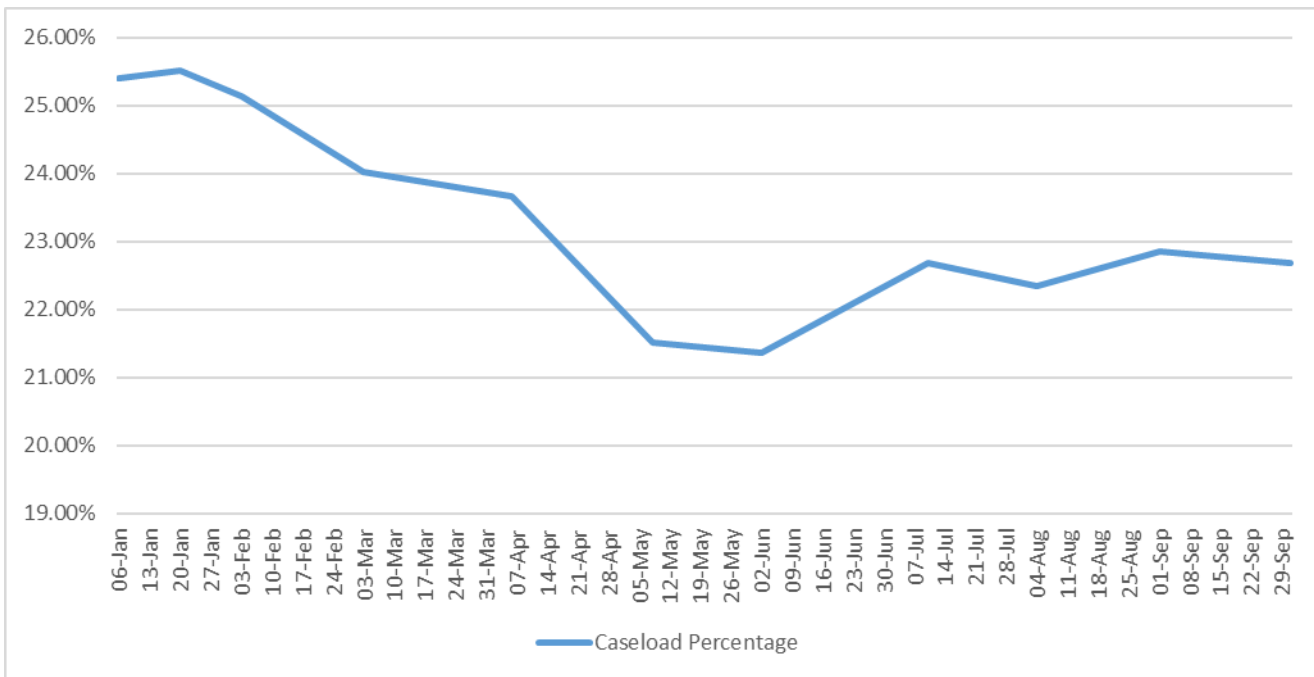


% of Caseload Exiting to Employment



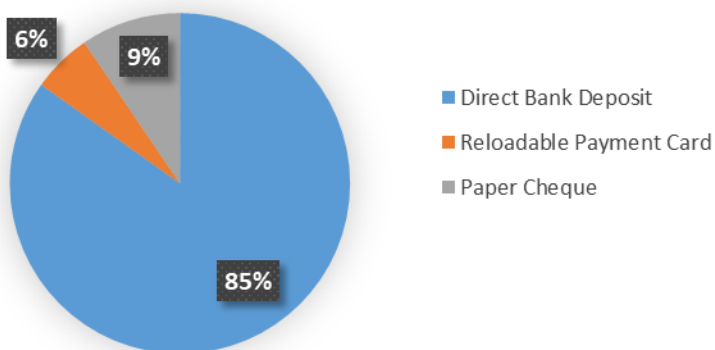
Our Employment Outcomes performance in September remains strong. We also exited 8.39% of the caseload for any reason in September. This is also very strong as we are into the fall season when we see many seasonal jobs ending.

MyBenefits Enrollment 2023



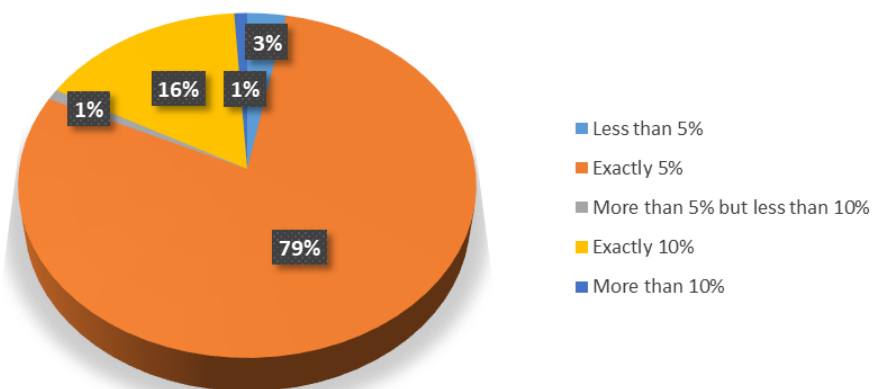
DBD Enrollment

Payment Receipt Method
September 2023



Overpayment Recovery Rate

September 2023



Housing Stability Program - Community Relations Workers

Support

All services performed, provided, or arranged by the Homelessness Stability Program staff to promote, improve, sustain, or restore appropriate housing for individuals active with the Homelessness Stability Program, periodically within the month, not requiring intense case management.

Intense Case Management

Intense Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly supports, required by the individual to obtain, and sustain housing stability.

Contact/Referrals

September 2023	East	West	YTD
Homeless	1	9	51
At Risk	0	6	70
Esprit Outreach Homeless	0	0	6
Esprit Outreach at Risk	0	0	10
Program Total			148
Esprit in Shelter clients calculated in Homelessness numbers			
Esprit in Shelter	7		18

September 2023 Income Source	East	West
Senior	6	16
ODSP	10	28
Ontario Works	4	17
Low Income	18	33

September 2023 Income Source	East	West
Senior	13	22
ODSP	6	14
Ontario Works	8	15
Low Income	9	53

Short Term Housing Allowance

	Active	YTD
September 2023	7	39

Housing Stability: Household Income Sources and Issuance from HPP

September 2023 Income Source	Total	HPP
Senior	3	\$938.98
ODSP	6	\$5,036.71
Ontario Works	3	\$1,376.84
Low Income	2	\$750.99

September 2023 Reason for Issue	Total
Utilities/Firewood	\$1,709.99
Food/Household/Misc	\$1,565.54
Emergency Housing	\$4,830.99
Total	\$8,103.52

Ontario Works: Household Income Sources and Issuance from HPP

September 2023 Income Source	Total	HPP
Senior	1	\$271.84
ODSP	8	\$6,239.31
Ontario Works	8	\$8,001.89
Low Income	5	\$1,381.66

September 2023 Reason for Issue	Total
Rental Arrears	\$4,500.00
Utilities/Firewood	\$4,445.94
Transportation	\$308.83
Food/Household/Misc.	\$6,639.93
Total	\$15,894.70

By-Name List Data

September 2021– September 2023



Housing Programs

Social Housing Centralized Waitlist Report September 2023

	East Parry Sound	West Parry Sound	Total
Seniors	47	115	162
Families	129	420	549
Individuals	515	197	712
Total	691	732	1,423
Total Waitlist Unduplicated			458

Social Housing Centralized Waitlist (CWL) 2022 - 2023 Comparison Applications and Households Housing from the CWL

Month 2022	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2023	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	5			1		Jan	5	1	13		
Feb	9	1	2			Feb	5	1	10		
Mar	12		5	2	1	Mar	6		35		
Apr	12	1	1			Apr	11		17	6	
May	11	1		3		May	13	2	9	2	
June	15		3	2		June	9	1	2	1	
July	13	2	10	1		July	5	1	5	1	
Aug	5		17	2	1	Aug	14	1	3	1	
Sept	16		10	1	1	Sept	12		4		
Oct	14		12	6		Oct					
Nov	12	1	8	3		Nov					
Dec	1			5		Dec					
Total	125	6	68	26	3	Total	80	7	98	11	0

- Housing Programs added 12 new eligible applications to the centralized waitlist in the month of September
- 2 of the new Rent-Geared-to-Income apps were re-instated applicants
- Of the 4 cancelled applications, one was due to being removed as they were eligible to receive the Canada Ontario Housing Benefit, one refused, one did not provide documentation and lost contact, and one had assets in excess

Parry Sound District Housing Corporation

September 2023

Activity for Tenant and Maintenance Services

	Current	YTD
Move outs	0	26
Move in	0	22
L1/L2 forms	0	5
N4 - notice of eviction for non payment of rent	3	7
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	0	10
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0
N7 - notice of eviction for willful damage to unit	0	1
Repayment agreements	4	59
No Trespass Order	0	1
Tenant Home Visits	25	161
Mediation/Negotiation/Referrals	10	98
Tenant Engagements/Education	2	88

Property Maintenance September 2023

Pest Control		2 buildings are currently being inspected monthly for bedbugs; 1 unit has been treated
Vacant Units	10	one-bedroom (7); multiple bedroom (3) (not inclusive of The Meadow View)
Vacant Units - The Meadow View	6	one-bedroom market units available
After Hours Calls	12	Smoke detector beeping, water leaking from upstairs, fire panel “trouble” alarm, Esprit glass break alarm, Bell requiring access into building, OPP requiring access for wellness check, toilet leak, locksmith wishing to do repairs afterhours, loud noise coming from vacant unit, power outage 4 staff participate in the on-call phone tree system
Work Orders	162	Created for maintenance work, and related materials for the month of September
Fire Inspections		12 units inspected within the month of September **as per Fire Code, we will be moving to monthly inspections **

Capital Projects September 2023

- Esprit Renovation project was initiated; quotes are in the process of being collected, along with scheduling Engineers to review ramp, and canopy
- The Duplex Project is well underway; Housing Services Corporation is involved with this project
- Finalizing the contract for roof replacement for daycare located in Parry Sound
- Asbestos removal within 4 homes
- Stair railing repairs/replacement within one of the buildings
- Eavestrough repairs/replacement throughout the district
- Initiated the investigation into a major water leak affecting one of the buildings

Ongoing Challenges

Prices of services and materials are inflated. Wait times on certain items remains a challenge.

Esprit Place Family Resource Centre

September 2023

Emergency Shelter Services	September 2023	YTD
Number of women who stayed in shelter this month	13	90
Number of children who stayed in the shelter this month	8	37
Number of hours of direct service to women (shelter and counselling)	250	1,397
Number of days at capacity	7	80
Number of days over capacity	22	58
Overall capacity %	114%	79%
Resident bed nights (women & children)	341	1,951
Phone interactions (crisis/support)	49	244

Transitional Support	September 2023	YTD
Number of women served this month	18	83
Number of NEW women registered in the program	7	20
Number of public ed/groups offered	0	3

Child Witness Program	September 2023	YTD
Number of children/women served this month	28	132
Number of NEW clients (mothers and children) registered in the program	9	40
Number of public ed/groups offered	1	7

Appendix A

Ontario Health Team (OHT) partnership category

Core signatory	Collaborative partner	Supportive partner
A health and/or social service provider organization supporting the development of the West Parry Sound Ontario Health Team.		
Fully engaged in projects and related committees. Recognizes the provincial expectation that OHTs will be clinically and fiscally responsible for their attributed population.	May engage in specific projects or sit on OHT sub-committees.	OHT resource, providing specialized expertise for community/regional population health projects.
Directly involved in operational decision making.	Provides advice and input to inform OHT decision making.	Receives updates regarding population health projects and overall progress of the OHT.
Signatory on application, and, following approval, other foundational agreements.	Recognized in application as West Parry Sound OHT collaborative partner.	Recognized in application as West Parry Sound OHT supportive partner.
Northeast OHT Regional Collaborative members:	Algoma OHT; Cochrane OHT; Maamwesying OHT; Temiskaming Area OHT; Nipissing Wellness OHT; Sudbury, Espanola, Manitoulin, Elliot Lake OHT	

West Parry Sound Health and Social Services community/regional partner:

As part of our latest Ontario Health Team application, the West Parry Sound OHT (in development) is required to submit an updated description that defines the current state of our team's membership.

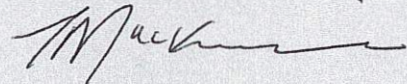
We are thankful to have received your organization's support and endorsement in the past.

On behalf of the West Parry Sound OHT, I ask that you review the partnership continuum diagram above and respond back by providing the information requested below.

By working together, we are improving the health and social resilience of the communities we are collectively privileged to serve. The West Parry Sound OHT is thankful to be your partner.

Name of organization: The District of Parry Sound Social Services Administration Board

Submitted by: Tammy MacKenzie, Chief Administrative Officer



Partnership level: ☐ core signatory

☒ collaborative partner

☐ supportive partner

☐ NE OHT regional collaborative member

To support the West Parry Sound OHT application, please provide a response by Friday 29 September.
Send your completed form to Jim Hanna - jhanna@wpshec.com.

Canadian Economic Update

October 2023

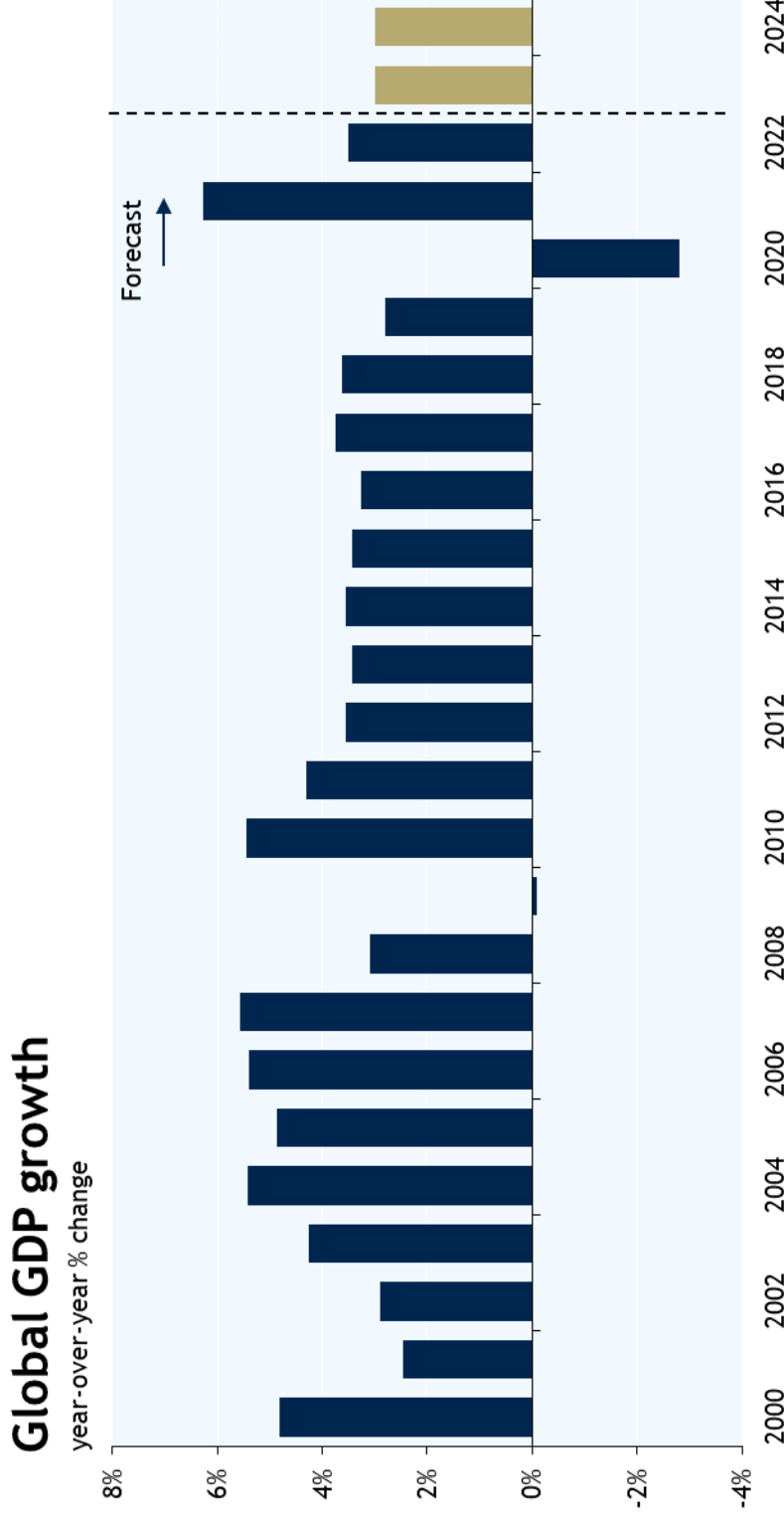
Carrie Freestone
Economist

(416) 974-6930

carrie.freestone@rbc.com



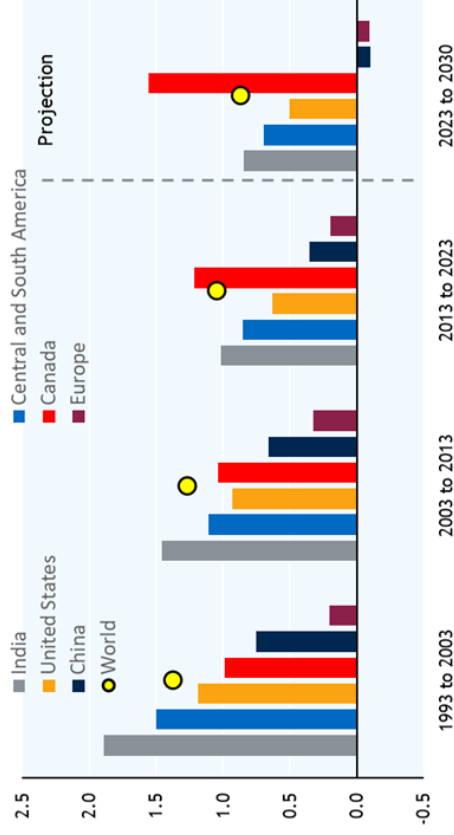
Global GDP growth slowing from pandemic highs as momentum fades



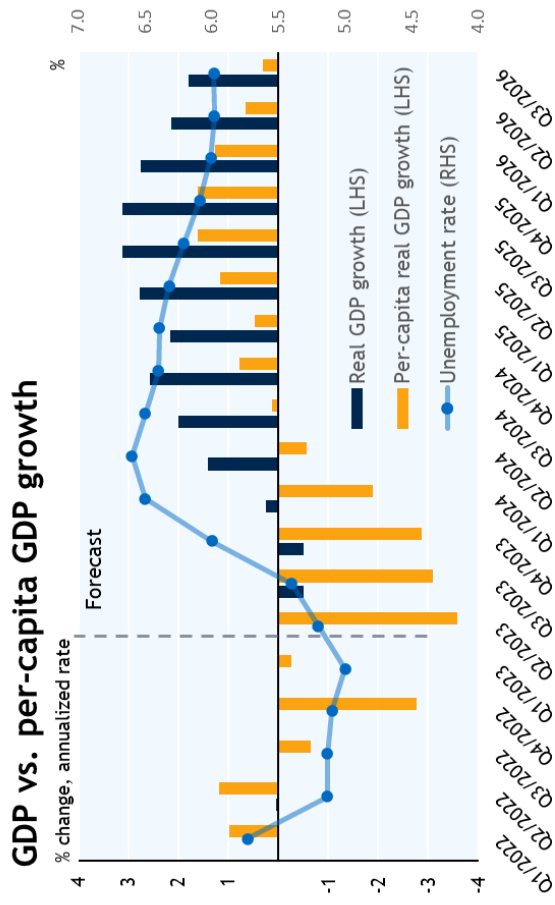
Source: IMF, RBC Economics

Population growth is distorting real GDP growth - households are worse off than they appear

Population growth slowing (everywhere but Canada)
Average percent change per year



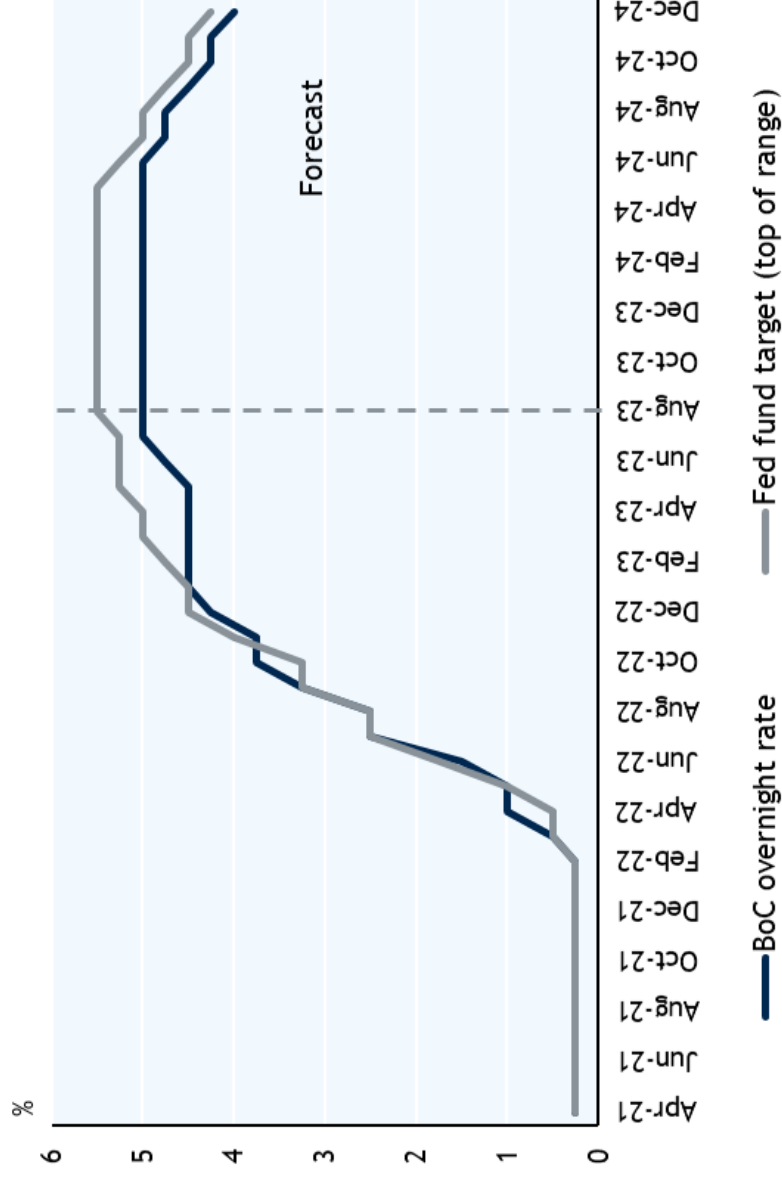
Source: UN population projections (Statistics Canada for Canada), RBC Economics Research



Source: Statistics Canada, RBC Economics

Further BoC and Fed rate hikes now 'data dependent' but would prefer not to hike again unless necessary

Fed and BoC 'hopeful' additional rate hikes not needed



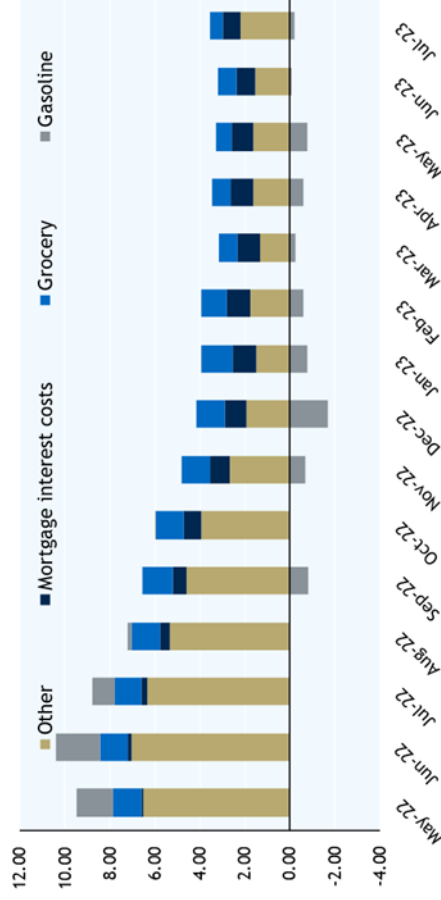
Source: Haver, RBC Economics

Canadian inflation growth has slowed but 'core' measures still running above target

Central bank's preferred core measures stayed well-above 2%

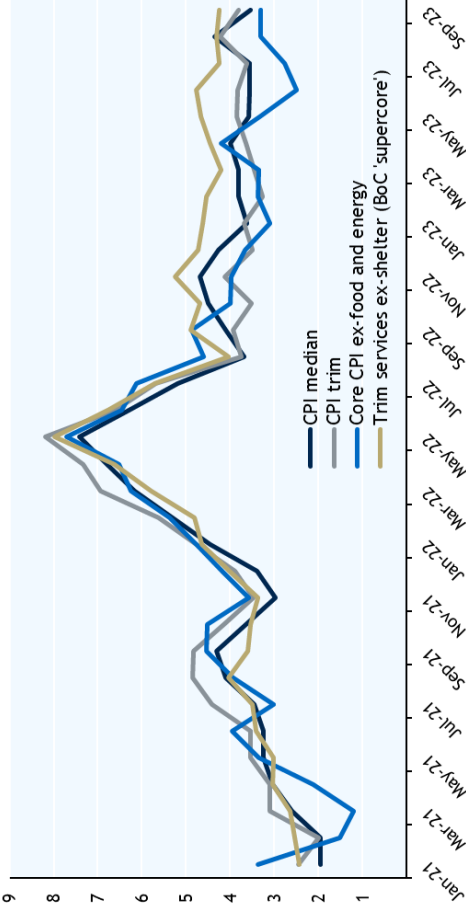
Mortgage interest costs surge as grocery price growth slows

Annualized PPT contribution to 6-month CPI growth, seasonally adjusted



Source: Statistics Canada, RBC Economics

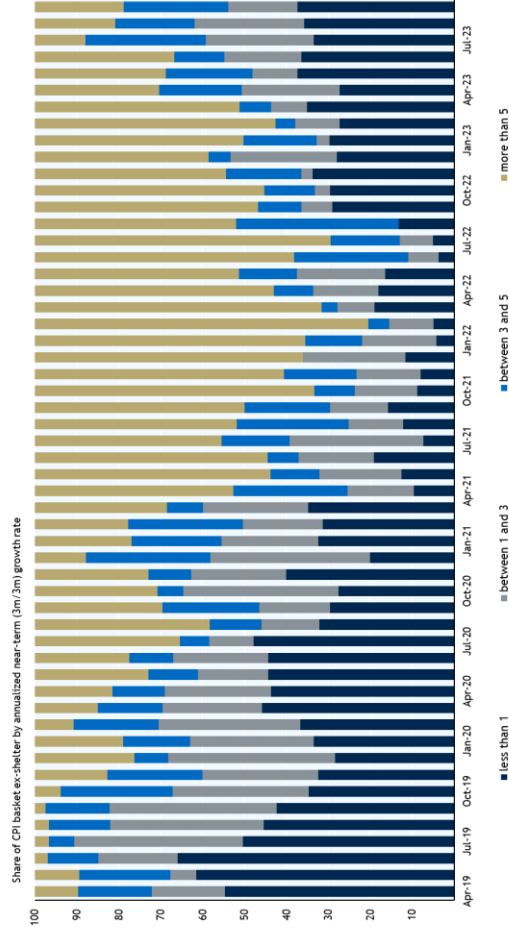
%, annualized 3-month growth, seasonally adjusted



Source: Statistics Canada, RBC Economics

More signs of softening in U.S. price growth, despite resilient consumer spending

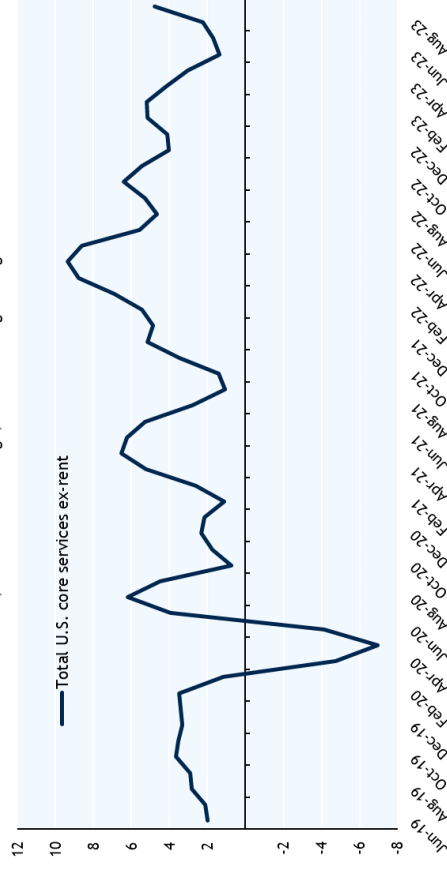
Breadth of inflation pressure still broader than pre-pandemic levels



Source: U.S. Bureau of Labor Statistics, RBC Economics

Fed's 'supercore' bouncing back to 4%-5% range in September

U.S. Core services CPI ex-rent, annualized % change, 3-month rolling average

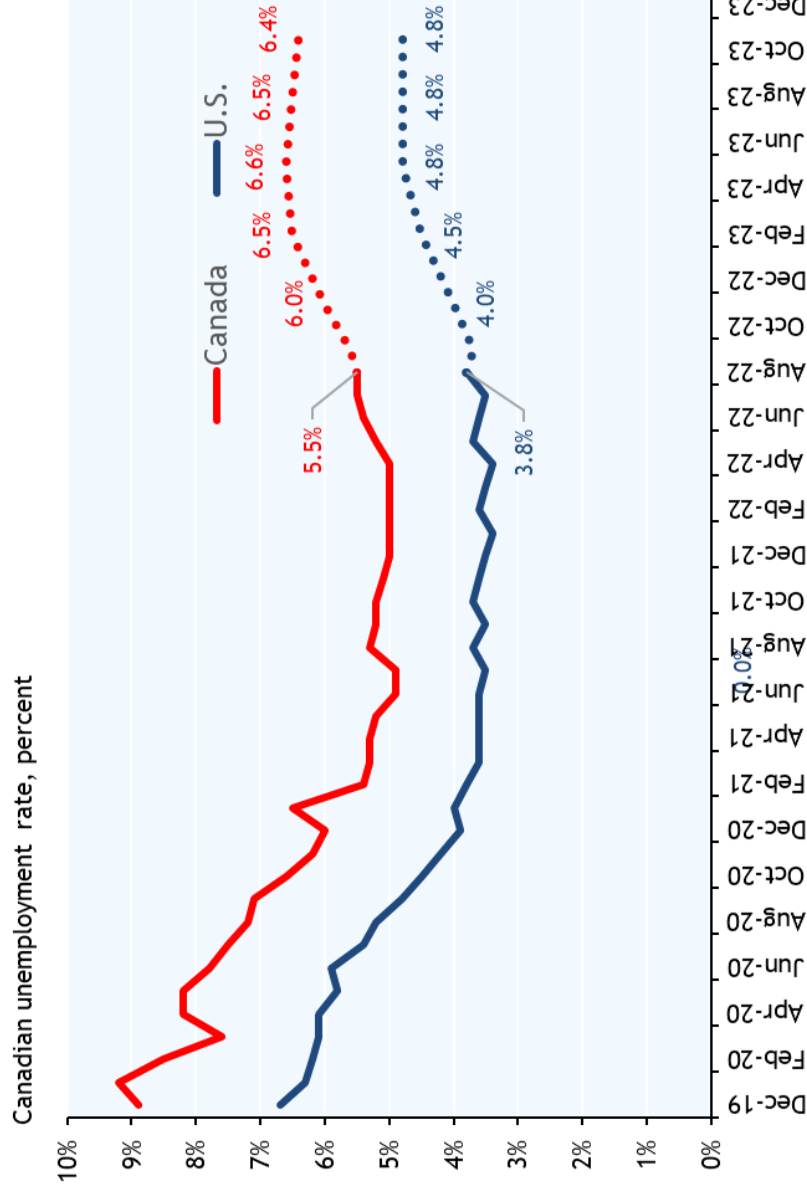


Source: U.S. Bureau of Labor Statistics, RBC Economics

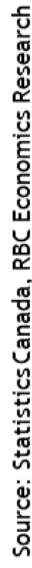
Signs of easing in labour market tightness Canada

– long-expected Canadian unemployment rate upswing begins

Jobless rate to rise from low level

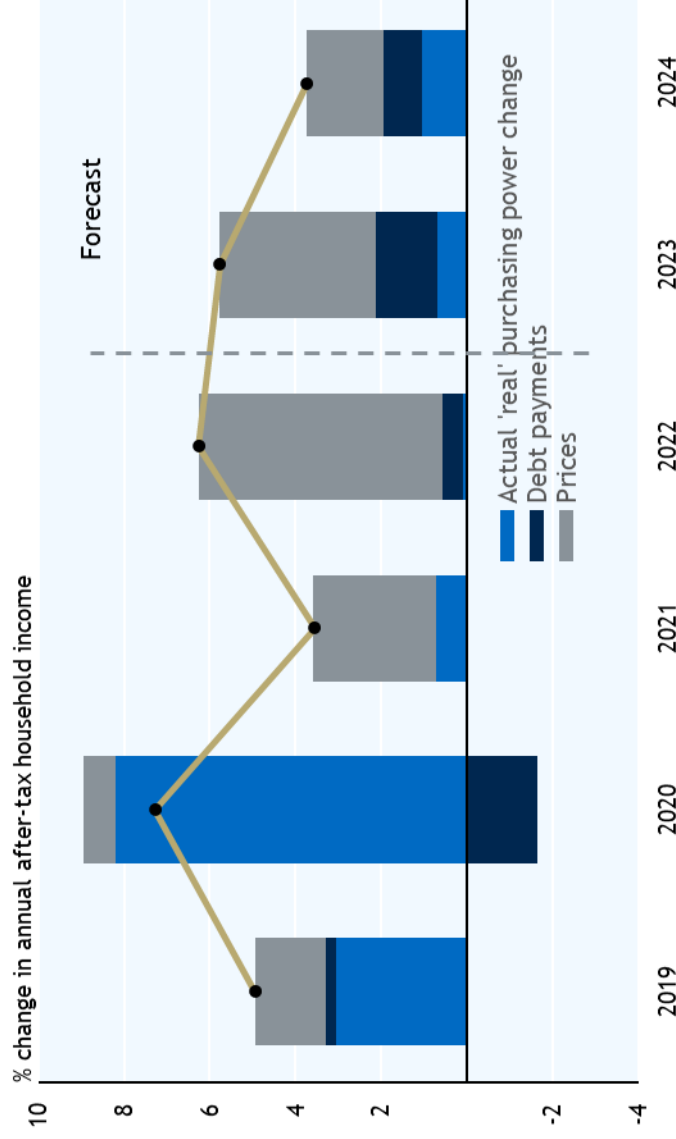


Source: Haver, RBC Economics



Higher debt payments and inflation soaking up Canadian household purchasing power

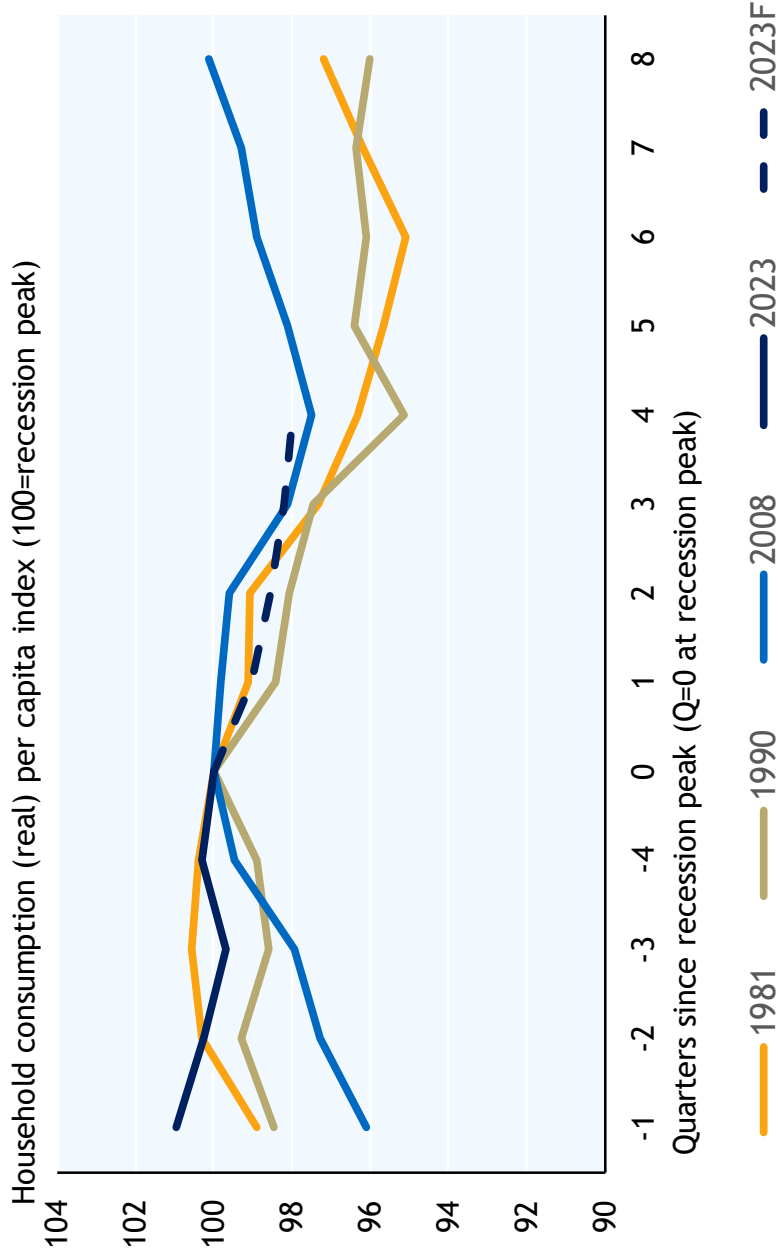
Debt payments and inflation soaking up household incomes



Source: Statistics Canada, RBC Economics Research

Consumption has already flattened on a per capita basis

Canadian per capita consumption trends expected to be in line with prior recessions

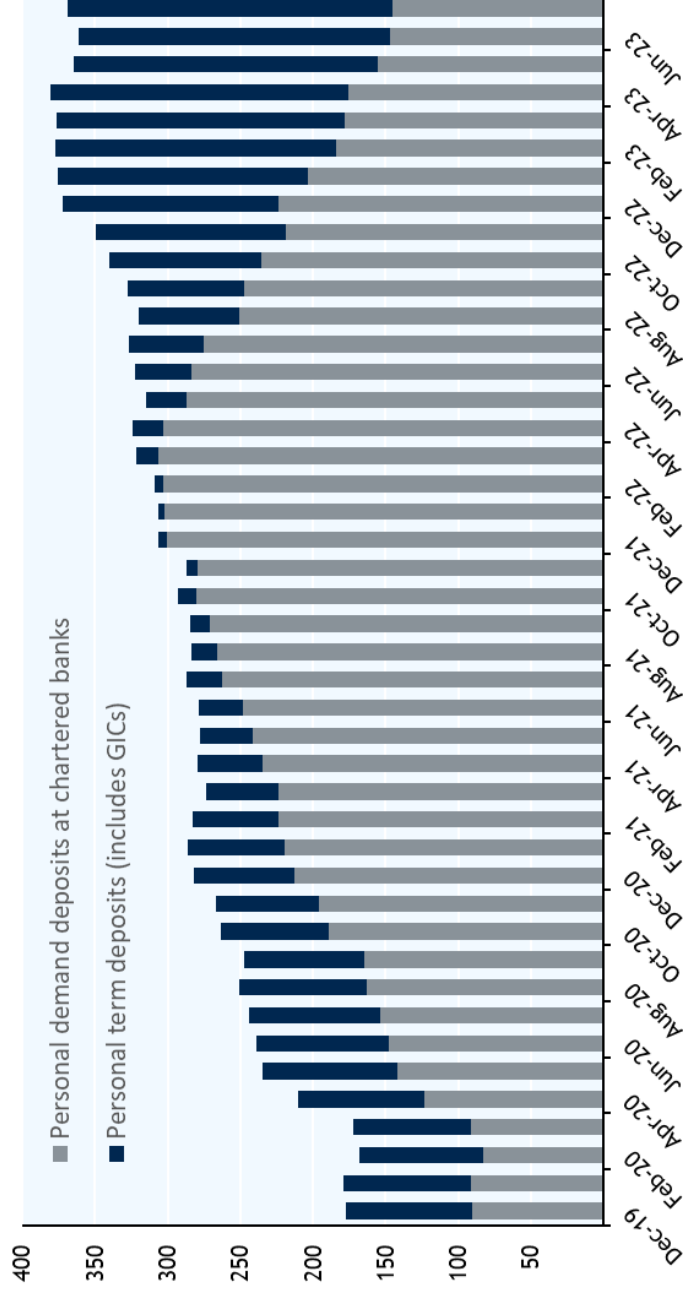


Source: Statistics Canada, RBC Economics

Cash savings are still high, but shifting to term deposits (less likely to be spent)

Canadians still sitting on huge cash stockpile vs. pre-pandemic

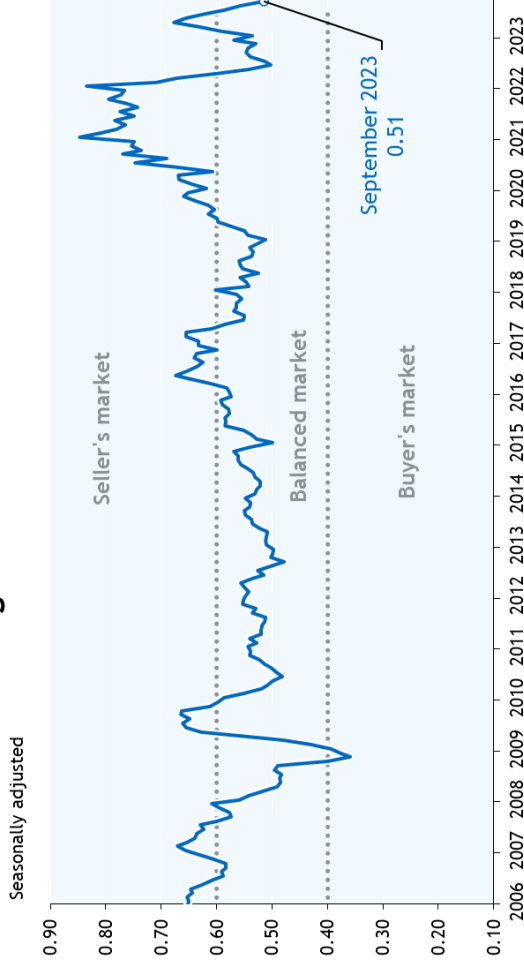
41- mth change (latest data shows accumulation from Feb-2020 to Jul-2023 in billions)



Source: CBA, RBC Economics Research

Housing markets bottomed earlier-than-expected in the spring – population growth underpinning demand

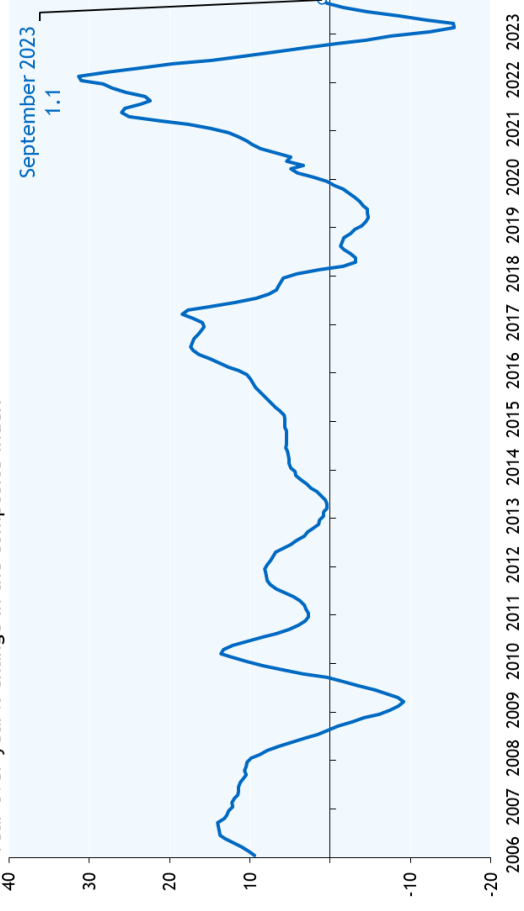
Sales-to-new listings ratio in Canada



Source: Canadian Real Estate Association, RBC Economics

MLS Home Price Index - Canada

Year-over-year % change in the composite index



Source: Canadian Real Estate Association, RBC Economics

CAD outlook flattish with BoC and Fed moving (mostly) in tandem

USD strengthening against the CAD



Source: Bank of Canada, RBC Economics

For more information please visit:
rbc.com/economics

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Canadian Mental Health Association Ontario Division presentation for Ontario Municipal Social Service Association 47 Leaders table

October 26th, 2023



Canadian Mental
Health Association
Ontario

Association canadienne
pour la santé mentale
Ontario



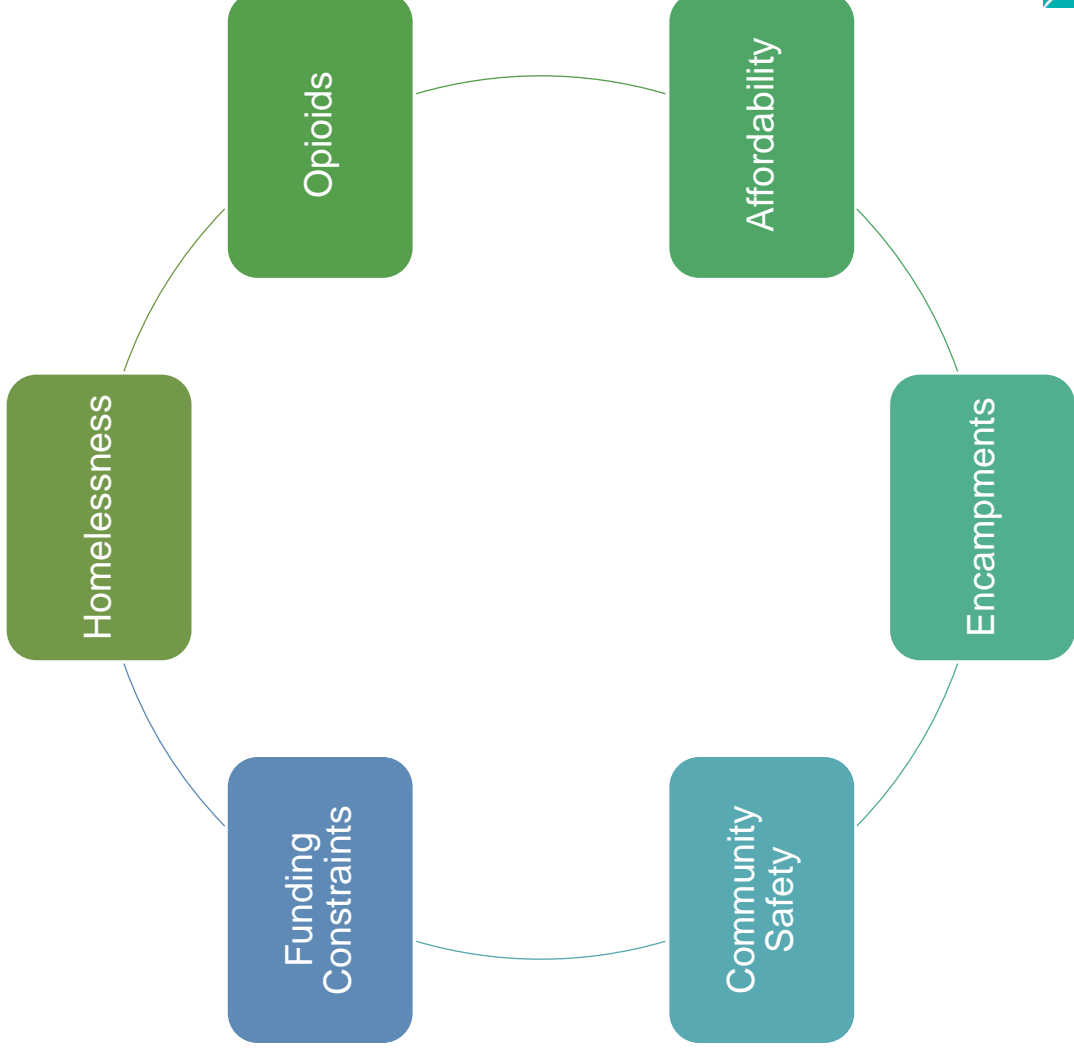
CMHA Ontario Overview

- Founded in 1952 and part of a federated model; partnerships with our colleagues across the country.
- Servant leadership to support 27 CMHA branches across the province.
- Engage with provincial government including reviewing legislation and advocating for better care, treatment and resources.
- Provide support, service and resources to branches to address needs in their local communities.
- Secure funds to support CMHA activities in Ontario.

CMHA Ontario – Relationships

- Positive relationships with the provincial government enabling us to advocate for our branches and the wider mental health and addictions sector.
- Aligned with Addictions and Mental Health Ontario, Children’s Mental Health Ontario.
- Engages regularly with municipal and social service organizations such as OMSSA, AMO, ROMA, etc.
- Improving mental health and addictions care by fostering collaboration between CMHA branches and Ontario’s service managers/municipalities

Shared Landscape



Shared Landscape

- CMHA branches and municipal partners have reported an increase in mental health and addictions related need in their communities following the COVID-19 pandemic
- Service managers are feeling stretched and the end of social service relief funding during the pandemic will see municipalities having to do more with less
- Budget 2023 saw the community mental health sector receive a 5% base budget increase which was the first increase in a decade

Shared Landscape

- CMHA branches serve clients experiencing homelessness by providing rent supplements, supportive housing units and other housing supports.
- CMHA Ontario regularly engages with branches on key policy files: housing, substance use / addictions, justice, and system improvement.
- Supportive housing supply for individuals with mental health and addiction related service needs will be key to ending homelessness which is a shared priority for all levels of government
- Supportive housing will feature in CMHA Ontario's prebudget submission

CMHA Ontario's Programs



The Excellence through Quality Improvement Project (E-QIP) supports mental health and addiction providers to deliver high quality services within an integrated health system by engaging with system stakeholders and planners to advance MHA priorities through directed quality improvement (QI) and measurement supports. They work with the community-based MHA providers and the broader sector, to develop QI culture and capacity and data and measurement skills to enable informed decision-making, organizational planning, and to guide improvement efforts.



Your Health Space is a free workplace mental health program that provides psychoeducational training to Ontario's health care organizations and was developed to respond to the burnout and moral injury affecting Ontario's health care workforce. The program is funded by the Ministry of Health and aims to support organizations in promoting psychological health and safety practices in health care workplaces. The program consists of self-directed eLearning modules, trainer-led live workshops and microlearning huddles.



The Centre for Innovation in Campus Mental Health (CICMH) is a partnership project involving Colleges Ontario, the Council of Ontario Universities, the Ontario Undergraduate Student Alliance, the College Student Alliance and the Canadian Mental Health Association, Ontario Division. Their goal is to build the knowledge and skills in post-secondary institutions to increase their capacity to address the mental health needs of students while fostering innovation in collaboration and developing strategic partnerships that promote systemic responses in the post-secondary system to address the mental health needs of students.



Canadian Mental
Health Association
Ontario

Association canadienne
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Ontario

CMHA Ontario's Programs



Evidence-based, peer support for Ontario's firefighters. Resilient Minds provides training to support resilience building for psychological health and safety. Expansion to other first responders on the horizon (e.g., police, paramedics).



Mood Walks is a province-wide initiative that promotes physical activity in nature, or "green exercise," to improve both physical and mental health as a compliment to complex care or alternative support.



With a shared curriculum with BounceBack, Living Life to the Full delivers an eight-week, group-based course based on the principles of Cognitive Behavioural Therapy (CBT) that provides tools to manage life's challenges



Promotes mental health of young athletes, primarily through junior hockey players aged 16-20 and adults who support them. Launched in Ontario and scaled nationally across 50+ branches. Suicide prevention training has been provided to 5,000+ athletes, 800+ adults.

CMHA Ontario's Programs

A reliable partner for the Ontario Public Service, companies, and organizations, Mental Health Works partners to strengthen psychologically healthy and safe workplaces through workshops that promote awareness building, stigma reduction, and collaboration.



Through the Farmer Wellness Initiative, farmers across Ontario and members of their household have access to free counselling sessions with a mental health professional. Accessible 24/7/365: 1-866-267-6255.



In the Know is a mental health literacy program developed at the Ontario Veterinary College (University of Guelph) created specifically to educate the agricultural community on mental health care.



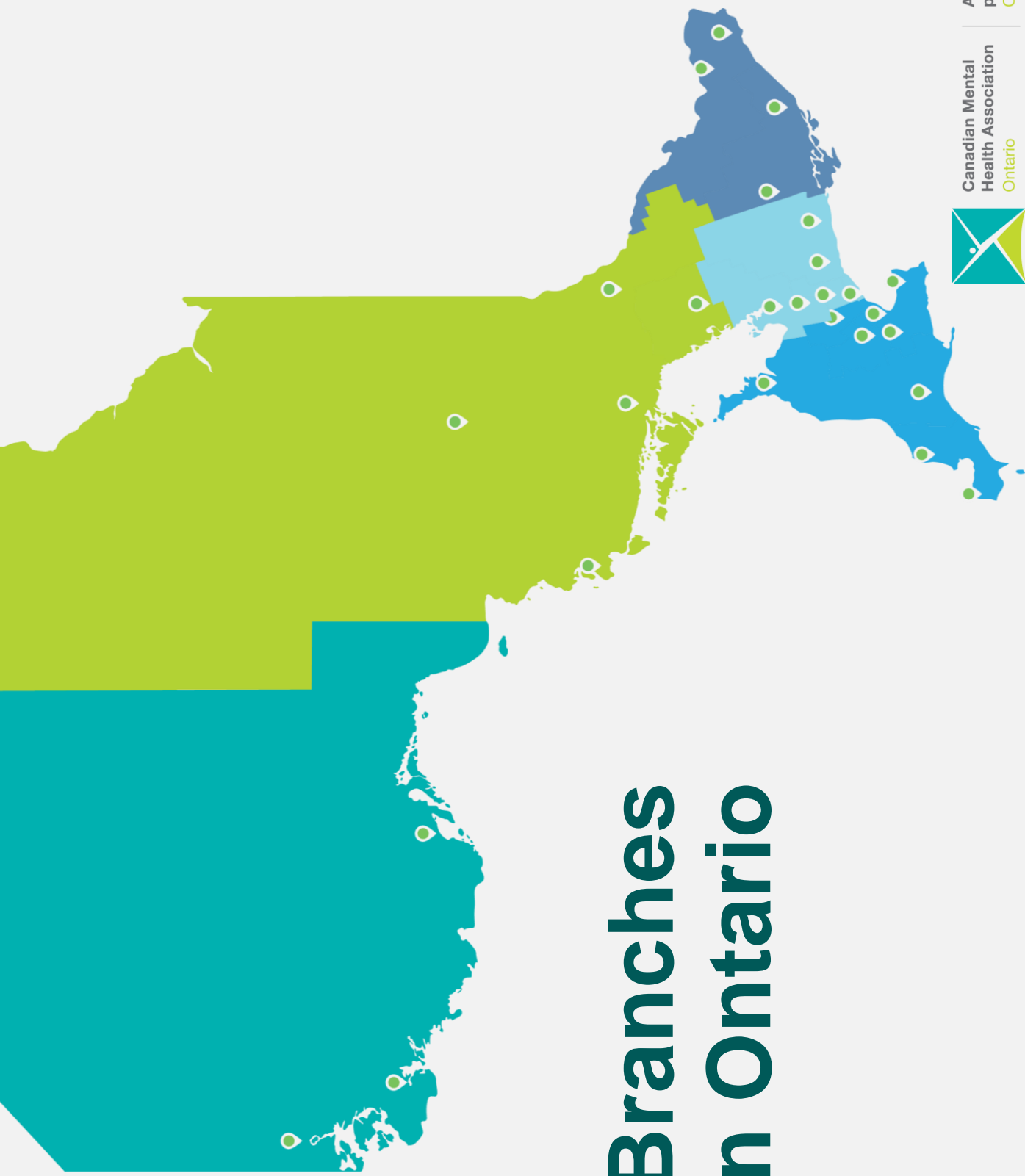
The Guardian Network is an award-winning volunteer suicide prevention network model. Volunteer 'Guardians' are equipped with strategies and tools to identify the signs of mental distress, react to farmers at-risk, and connect individuals with appropriate mental health and crisis resources.



Canadian Mental
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CMHA Branches in Ontario



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Ontario

CMHA Branches

- Over 5,000 CMHA staff (PT/FT) & 2,000 volunteers across 27 branches in Ontario.
- CMHA branches in Ontario vary – both in terms of size and populations served.
- Branches identify the mental health needs of their community and set priorities for provision of services, resources and programs.
- Branches tailor their programming to suit their local populations, with specialized programs and services in areas such as seniors, youth, homelessness/housing and addiction treatment.

Branch Profiles

- Branches frequently partner with local municipalities to deliver services.
- Partnerships between service providers like branches and local governments mean that social service and mental health and addictions support can be integrated.
- Enables “no wrong door” approach.

CMHA Thames Valley Crisis Centre

- Launched in 2018 with support from community partners including City of London.
- For individuals 16+ experiencing a mental health crisis.
- 24/7 walk-in offering crisis assessment and counselling as well as connection to other services such as housing support.
- Crisis stabilization space on site offering 10 beds for individuals in crisis (up to three-day stay).
- 3,415 total visits in 2022/23



CMHA Thames Valley Crisis Centre

- Middlesex-London Paramedic Service implemented a mental health and addiction alternative destination pilot project to allow paramedics to transport low-acuity mental health and addictions patients directly to facilities like the crisis centre.
- The program is now permanent and has demonstrated success in achieving the patient care model objectives.
- Patient safety, reduction in ED presentations, reduction in ambulance offload time delay, and timely access to appropriate care.
- 1,248 ambulance referrals between 2020 and 2022.
- 81% ED diversion rate.

CMHA Algoma

- District of Sault Ste. Marie Social Services Administration Board recent opening of a 44-bed shelter with an integrated community resource centre.
- 22 low-barrier shelter beds and 22 transitional beds.
- Community Resource Centre (CRC) houses a variety of partner agencies where clients can receive counselling and connection to other programs such as OW and ODSP

15 • CMHA Algoma is providing peer workers at CRC



Canadian Mental
Health Association
Ontario

Association canadienne
pour la santé mentale
Ontario

Thank you. Questions?

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knowing
numbers

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Data Analyst and Data Coordinator
Petr Varmuza and Sophia Akbari

connaître
chiffres





knowing
numbers

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What We Do

By supporting, connecting, and advocating for our members across Ontario, we help them to achieve their collective mission of delivering the best human services outcomes for Ontario's communities.

This includes critical services that Ontarians rely on every day:

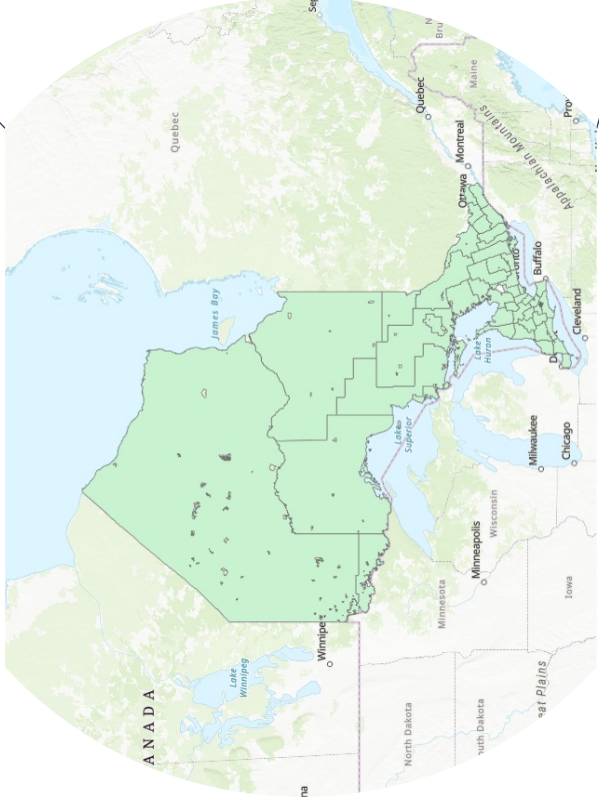
- Employment and income supports
- Housing services
- Homelessness services and prevention
- Child care, children's and early years services

What is Knowing Our Numbers

A province-wide data collection tool developed with the support of 43 of 47 service system managers to support connecting, sharing of best practices, and supporting evidence-based decisions in policy development to support regions to achieve their collective mission of delivering the best human services outcomes for Ontario's communities.



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numbers



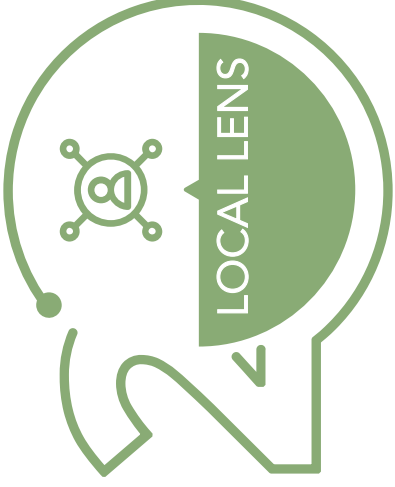
Regions that have signed on with KON so far

Chatham-Kent	Ottawa
Simcoe	York
Toronto	Halton
Kawartha Lakes	Lanark
St. Thomas	Oxford
Bruce County	Prescott and Russell
Lambton	Windsor
Waterloo	Kingston
Durham	Algoma
Muskoka	Peel
Wellington	Grey
Sudbury	Sault Ste Marie
Nipissing	Rainy River
Northumberland	
United Counties of Leeds and Grenville	
Cornwall	
County of Lennox and Addington	
Hastings	
Norfolk	
Niagara	
Brantford	
Timiskaming	
Dufferin	
Parry Sound	
Thunder Bay	
Huron	
Renfrew	
Cochrane	
Manitoulin-Sudbury	
York	

Knowing Our Numbers / Connaitre Nos Chiffres



Knowing Our Knowing unites CMSMs/DSSABs and was grass-roots driven. Initiated and built by your members - speaks to OMSSA's commitment to services continuously improved through innovation, partnership, and collaboration.



It captures how the ECE workforce and **services meet the different needs of Ontario's unique communities** (Focus groups and regional reports capture the local nuances).



A long-term data system built with **Knowing Our Knowing** supports local government ability to track and report on services with **transparency, quality assurance, and strong outcomes**.

As the CMSMs/DSSABs work to implement CWELCC, Knowing Our Numbers and this type of data system is critical at a local level - more-so than any other province, because that is how ELCC is delivered in Ontario.

We need local data **AND** a provincial snapshot to share best practices and advance the ELCC Workforce - otherwise CWELCC is at risk for failure.

KON has the potential to become a province-wide data program, which supports service system management at the local level.

The foundation has been built - now the opportunity is to build long-term investments around it.

Phase I and II

Survey the workforce

Distributed through regional governments/CECE. Sept 11-Oct 4



Executive Report

Summary report on key indices across regions will be made public



Data Collection & Analysis

Data is currently being analyzed. Comparative analysis of wages in other sectors and living wage conditions by region will also be provided

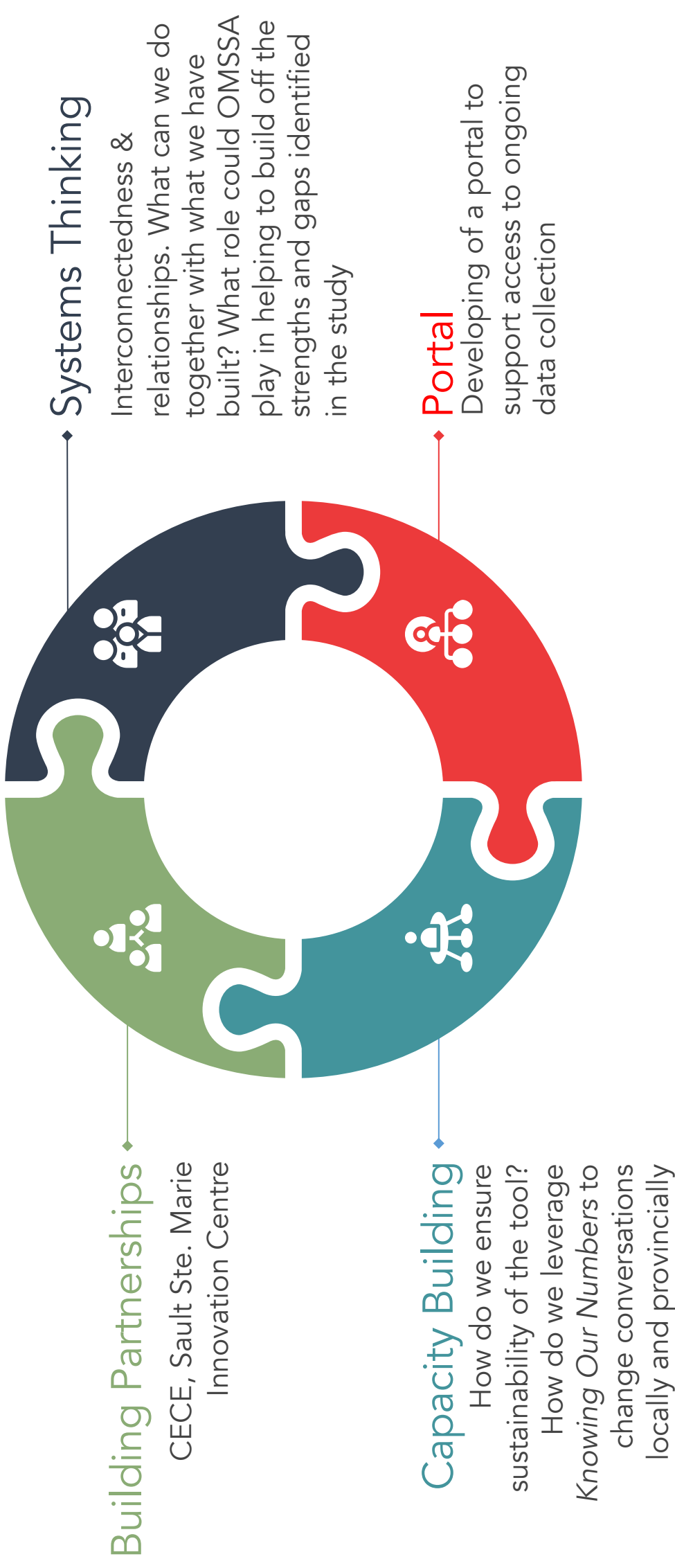


Regional Reports

Region-specific data will be made public.
Northern report.



Phase III: Next Steps



THANK YOU

emis.abkari@utoronto.ca
michelle@millennialstrategist.com



To: Council
From: Treasurer/Director of Corporate Services
Re: Holiday Hours

RECOMMENDATION:

That the staff report regarding 2023 Holiday Hours be received; and that the municipal office be closed from Monday December 25, 2023, to Monday January 1, 2024, inclusive.

BACKGROUND AND ANALYSIS:

The Municipality of Powassan's office holiday hours need to be established for us to post public notice.

The office will be closed on Monday December 25 and Tuesday December 26, 2023, in recognition of the Christmas Day and Boxing Day statutory holidays. The office will further be closed on Monday January 1, 2024, in recognition of the New Years Day statutory holiday.

As with previous years, staff are requesting that the office be closed for the duration of the final week of December. We can open front reception on Friday December 29, 2023, to accept and process water payments as this is the due date of the fourth quarter billing. Staff will use vacation or banked leave time to cover this closure.

Minutes: The Public meeting to review application no. 2023-3 (Hughes to amend the Zoning Bylaw no. 2003-38 was held on October 3, 2023 at 6:30 pm at 250 Clark St. (fire hall), Powassan.

Present: Mayor Peter McIsaac, Councillors Markus Wand, Leo Patey
Staff: Deputy Clerk, Kimberly Bester, Treasurer, Director of Corporate Services, Brayden Robinson, Allison Quinn, Acting Clerk
Applicant Ben Hughes
Members of the Public: Sara and Matthew Coleman, Sara Good, Phil and Chris Stuart

Absent with Regrets: Councillor Britton and Councillor Hall

The meeting was called to order at 6:30 pm.

Mayor Peter McIsaac advised all in attendance that the Public meeting was for a Zoning By-law Amendment and was being held under Section 34 of the Planning Act. The purpose of the meeting was to ensure that sufficient information was made available to allow members of the public to understand the amendment which would be considered by Council. He advised that the format of the meeting would begin with the Clerk-Treasurer summarizing how notice of the meeting had been provided, and to whom.

Deputy Clerk Kim Bester indicated that notice of the Public Meeting had been given by providing all persons and public bodies, as prescribed under the Ontario Planning Act Regulation, with a copy of the notice by mail. Two pieces of correspondence had been received by the Municipality and had been provided to Council members.

Mr. Hughes advised that he was proposing to construct a 4plex geared to 50-70 year old tenants. He currently owns another 4 plex two properties away from the property upon which he is proposing to do the current development. He has received lots of requests for rental housing from the area. In order to construct more than a 3 plex he was required to do an Official Plan Amendment, and rezone the property. The proposed building will be 2 stories and essentially the same size as other single family dwellings in this area. The requirement for a septic large enough to service the four units made it impossible for him to construct an on grade 4 unit building.

Mr. Phil Stuart of 131 Main Street provided the following comments/concerns:

- The existing 4 plex has a large amount of accessory/out buildings on it, along with trailers, a bus, etc. He is concerned that the currently proposed development may have the same issues.

Mr. Hughes advised that there is no plan at this time to construct any outbuildings or permit outdoor storage; however, it is difficult to insist that tenants follow this. He also advised that he is trying to get current tenants at the other 4 plex to pay for outbuilding storage.

- The application provided by Mr. Hughes had information missing (i.e. items requested under item 6 in the rezoning application). He also advised that the well location is not correct on the sketch provided by Mr. Hughes. There is also no indication that the surrounding uses are single family dwellings only. He questioned whether or not the municipality's planner had done a site visit or how he would otherwise know what the adjacent uses were.
- Mr. Stuart also stated that he felt a hydrogeologic study should have been done given that the addition of 4 more residential users for the new well might have an impact on the surrounding wells.
- Mr. Stuart stated that he had purchased his home believing that only single family and semi-detached dwellings would be in this area. He felt that apartments belong in urban centres, not rural areas.

Mr. Hughes stated that currently up to 3 dwelling units would be permitted on any lot. Note – at this time Bill 23 only permits up to 3 units on a property that has full urban services.

Mr. Matthew Coleman of 128 Main Street provided the following comments/concerns:

- The Municipalities Official Plan already has rural development policies in place and he didn't think they should be changed.
- He commented that the proposed subdivision on Maple Hill and Purdon line had not been supported by the Municipality.

Note this development had stopped at the Plan of Subdivision phase with the North Almaguin Planning Board stage and had not reached the stage where Council was asked to provide their support.

- He is concerned about an increase of traffic on Main St. N. and advised that is already a lot of traffic, including commercial vehicles, many of whom are not doing the 60 km/hr speed limit.
- He asked whether or not the driveway/parking lot would be in a 'U' shape to permit safe ingress and egress onto Main St.
- He had concerns about how much green space would be left on the property after the installation of the septic system and construction of the house.
- He had concerns about how his personal well might be impacted by having another well servicing 4 units in the area.
- He had concerns about whether or not the 50-70 year demographic would actually be renters, given that 2 of the units will be accessed via stairs and asked whether the units would be accessible and permit those with mobility issues to rent.
- He wanted to know whether or not the units would be geared to income or have rent control and whether the municipality would be involved in ensuring that renters did fit within the 50-70 year old demographic.
- He stated that there are other building lots in the municipality which would have been more appropriate for a 4plex.
- He had concerns that permitting a 4 plex in the rural zone would open up increased development in other rural areas.
- He asked whether or not additional comments/concerns could be provided to Council members after the first and second reading of the bylaw.
- He questioned whether or not Council members had read the planner's report and received the comments from neighbours.
- He asked whether or not assistance by the municipality could be provided to complete the appeal process documentation.

Sara Good of 219 Lindquist Line provided the following comments/concerns:

- She was concerned that the Planner's report had not been included on the agenda and stated that under the Planning Act it should have been. She stated that she felt a complaint could be lodged with the Ombudsman.

Note - She was advised that the planner's report is not normally put on our website, etc. but that it is a public document and would have been provided to anyone if requested.

No members of Council present had any questions.

The public meeting adjourned at 6:55 pm.



Resolution no. 2023 - _____

Date: November 21, 2023

Moved by:

Seconded by:

BE IT RESOLVED that as per Resolution 2023-357 regarding Correspondence from Waterloo MPP Catherine Fife, the Council for the Municipality of Powassan supports Bill 21 and the amending of the Residents' Bill of Rights set out in Section 3 of the Long-Term Care Act, 2021 by adding the right of residents to not be separated from their spouse upon admission but to have accommodation made available for both so they can continue to live together; and,

FURTHER that staff be directed to forward the resolution to Waterloo MPP Catherine Fife and all other Ontario municipalities.

Carried

Defeated

Deferred

Lost

Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Leo Patey					



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

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

The DSSA contains the following areas of focus:

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

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



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

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

Between:

Municipal Property Assessment Corporation (“**MPAC**”)

And

The **Municipality of Powassan** (the “**Municipality**”), (collectively the “**Parties**”)

1. Overview

This Agreement includes the following sections:

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

2. Appendices

The following appendices are incorporated into this Agreement:

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

3. Service Level Agreement

3.1. Purpose

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

3.2. MPAC Service Levels

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

3.3. Municipality Documents and Dependencies

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

The Dependencies include:

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

3.3.1. Building Permits and Building Plans

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

3.3.2. Severances and Consolidations

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

3.3.3. Tax Applications and Vacancy Rebates

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

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

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

3.4. Delivery and Reporting

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

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

3.5. Relationship Meetings

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

3.6. MPAC Failure to Achieve a Service Level

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

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

3.7. Municipality Failure to Meet Dependencies

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

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

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

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

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

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

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

3.9. Changes to Service Levels and Dependencies

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

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

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

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

3.10. Service Level Agreement Limitation of Liability

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

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

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

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

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

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

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

4.2. Access to Municipality Documents by MPAC Consultants

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

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

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

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

5.2. Delivery

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

5.3. Internal Planning Purposes

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

5.4. Internal Operational Purposes

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

5.5. Access to MPAC Data Products by Consultants

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

5.6. External Distribution

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

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

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

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

5.7. Municipality Requests for Custom Products

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

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

5.8. Access to MPAC Data Products by Other Third Parties

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

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

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

5.9. Changes to MPAC Data Products

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

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

6. Data Terms and Conditions of Use

6.1. Application

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

6.2. Licence Grants

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

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

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

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

6.3. Restrictions

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

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

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

6.4. Ownership of Licensed Data

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

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

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

6.5. Disclaimers

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

6.6. Indemnity and Limitation of Liability

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

6.7. No Unauthorized Disclosure of Licensed Data

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

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

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

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

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

6.9. Records and Audit

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

6.10. Term and Termination

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

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

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

6.11. Destruction and Post Termination Obligations

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

7. General

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

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

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

“MUNICIPALITY”

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Signed: _____

Signed: Carmelo Lipsi

Name: _____

Name: Carmelo Lipsi

Title: _____

Title: Vice-President and COO

Date: _____

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

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

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

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

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

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

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

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

Appendix 2 - Service Level Agreement Exhibits

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

PART 1 SERVICE LEVELS APPLICABLE TO THE ASSESSMENT ROLL

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

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

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

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

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

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

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

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

Planning Report – Municipality of Powassan, Consent Application: B40/POWASSAN/2023

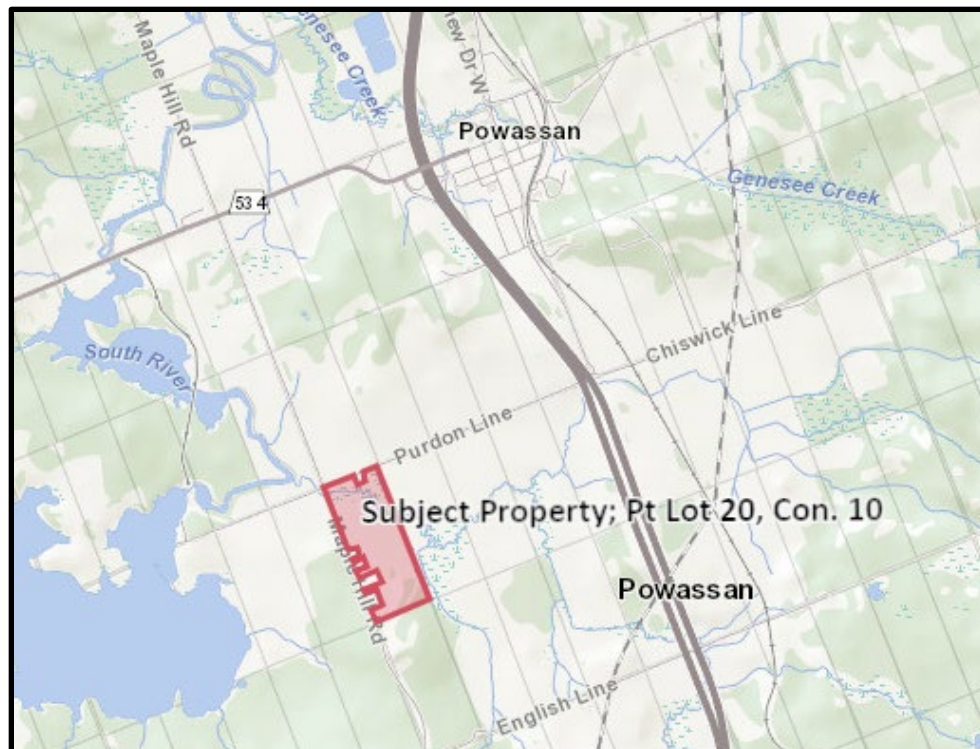
Background

Lorne Byers has submitted an Application for Consent to the North Almaguin Planning Board. Paul Goodridge of Goodridge Goulet Planning & Surveying Ltd. is the property owner's acting agent. The Application has been circulated to the Municipality of Powassan for comment. The Application for Consent is to create one (1) new lot and retain one (1) lot on the subject property.

Location and Lot Description

The subject lands are legally described as Part of Lot 20, Concession 10, PIN 52208-0506 (LT), in the Municipality of Powassan, District of Parry Sound. The application has indicated the property is vacant and has no civic address. The location of the subject lands is shown in [Figure 1](#). The property has been described as vacant. A desktop review would indicate the majority of the north portion of the property is fields with McGillivray Creek meandering through it. The lower southern portion of the property appears to be mainly treed.

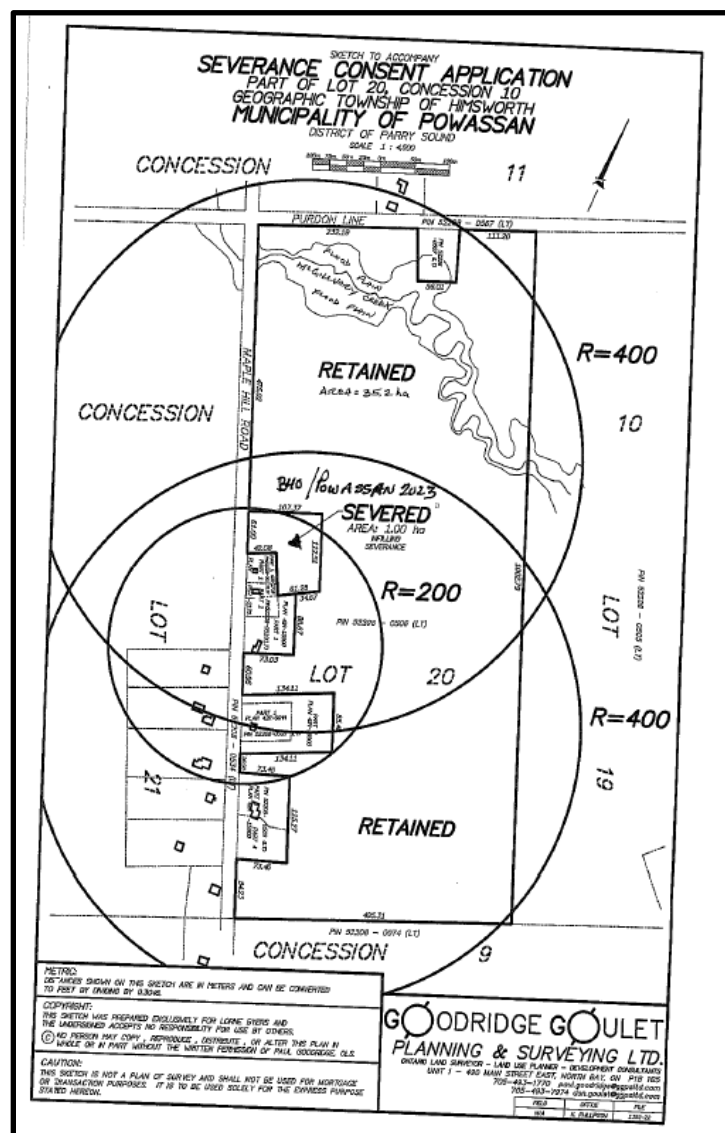
Figure 1: Location Map



Proposal Description

The subject property is described as Part of Lot 20, Concession 10 in the Municipality of Powassan with no civic address. It is approximately 36.2 hectares in size (89.5 ac) and has frontage on both Purdon Line and Maple Hill Road. The proposed severed lot has an area of approximately 1.0 ha (2.47 ac) and 61 m of frontage. The retained lot would maintain approximately 35.2 ha (87 ac) and an approximate proposed frontage of 475 m on Maple Hill Road (Figure 2.). The subject property is designated as Rural Area and Open Space in the Municipality of Powassan Official Plan and zoned Rural (RU) with Hazard Overlay (HZ) zoning (McGillvray Creek) meandering through the property. The severed lot is intended for future rural residential development.

Figure 2: Proposed Severance



Policy Analysis

Provincial Policy Statement, 2020

The subject property would be considered Rural Lands according to the PPS Section 1.1.5 and specifically permitted uses would include lot creation where Section 1.1.5.2 states:

c) residential development, including lot creation, that is locally appropriate

As well the following policies would apply:

1.1.5.6 Opportunities should be retained to locate new or expanding land uses that require separation from other uses.

1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

1.1.5.8 New land uses, including the creation of lots, and new or expanding livestock facilities, shall comply with the minimum distance separation formulae.

Section 2.1 of the policies refer to Natural Heritage, noting that natural features shall generally be protected and 2.1.2 states:

The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

The proposed severance under the policies of the PPS would generally be permitted and supported.

Growth Plan for Northern Ontario, 2011

The Municipality of Powassan is located within the Growth Plan for Northern Ontario Area and thus decisions are required to conform with this Plan. The purpose and guiding principles of the plan provides a 25-year vision of growth for the northern economy, people, communities, infrastructure, environment, and aboriginal peoples. The application has been reviewed against the applicable policies of this document and has been found to conform to the intent and purpose of the document.

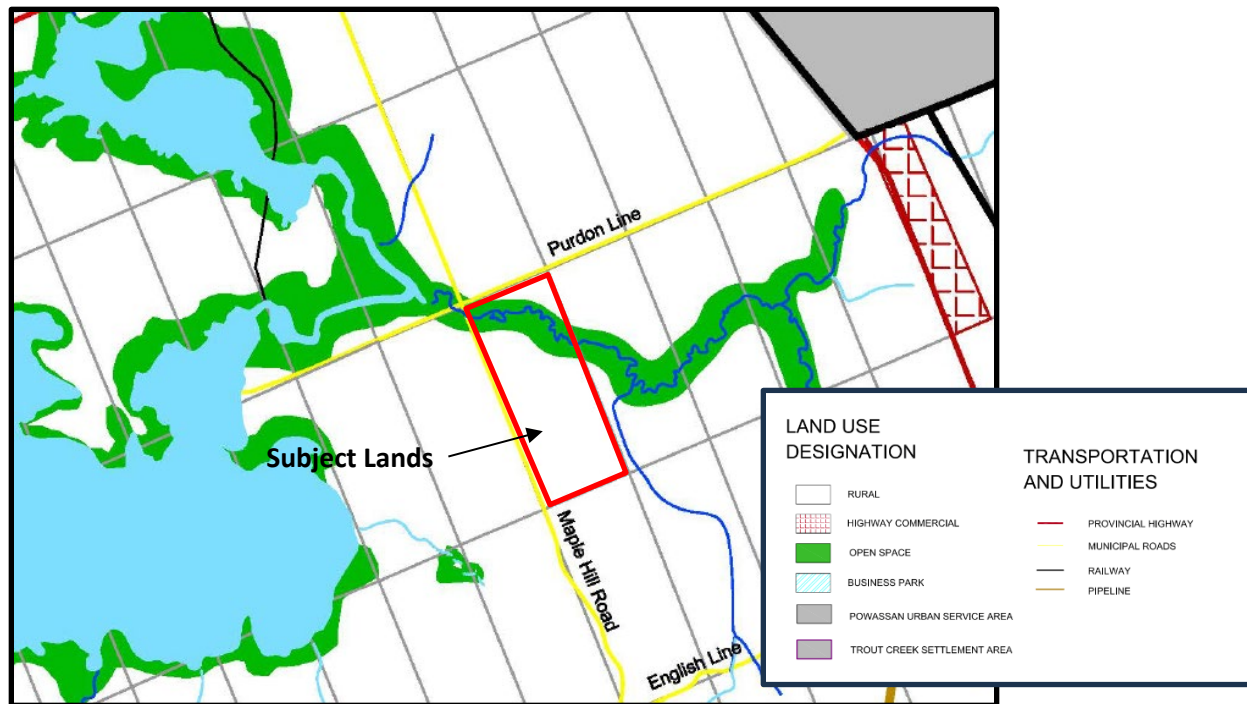
Municipality of Powassan Official Plan, October 2003

The Subject property is designated Rural Area and Open Space Area ([Figure 3.](#)). Section 8.0 of the Official Plan refers to Land Division policies. The Application generally is supported by the policies provided they meet the specific criteria of Section 8.1.1:

Every severance application received by Council and Planning Board for the purpose of creating a new lot shall meet the following criteria:

- i) a registered plan of subdivision is not necessary for the orderly development of the lands;*

Figure 3. Municipality of Powassan Official Plan Schedule A: Land Use Designation



- ii) *the lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements;*
- iii) *the proposed lot must front on a publicly maintained road;*
- iv) *lots for hunt camps, fishing camps or similar uses may be permitted in keeping with policies 7.2 and 7.3 of this Plan;*
- v) *the lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;*
- vi) *the lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code. New lots in Rural areas shall have a minimum lot size of 1.0 ha or be in keeping with policy 5.7.3 iv) of this Plan; . Smaller lots may be considered subject to the applicant providing a hydrogeological study to the satisfaction of Council demonstrating that the smaller lot is sustainable;*
- vii) *any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway;*
- viii) *the creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.*
- ix) *any lot created by severance in the vicinity of livestock operations shall meet the Minimum Distance Separation formulae.*

Under Section 5. 7 Rural Area, limited new lot creation is permitted, provided (Section 5.7.3):

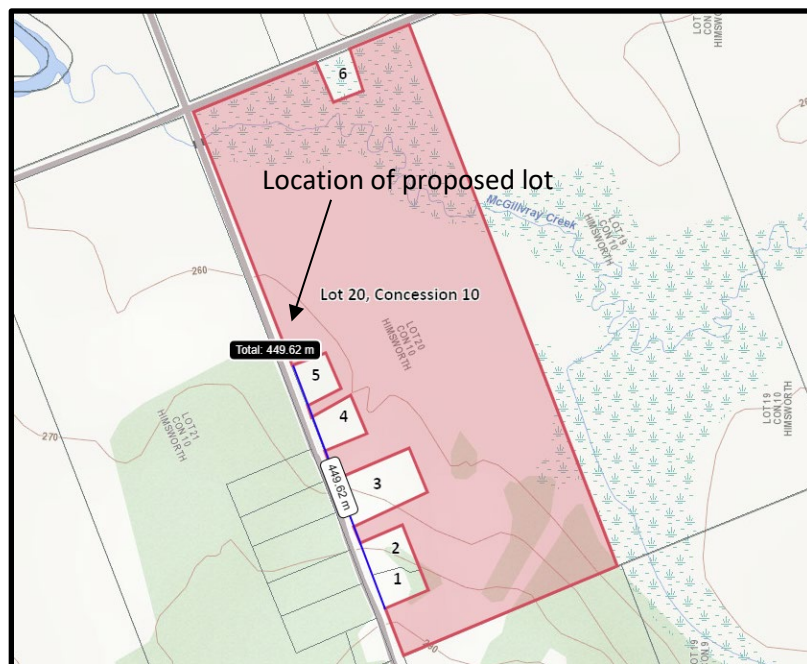
- i) *New lots developed for residential purposes will be limited as follows:*
 - a. *a maximum of two lots from any parcel of land that existed on January 1, 1996; or*

- b. *infilling where the proposed lot would be located within an area where six or more residential dwellings exist within 400 metres of each other measured along a municipal roadway.*
- ii) *The total number of lots created in Rural area should not exceed 15 per year;*
- iii) *New residential lots may only be created on municipal roads maintained year round in areas where the Municipality and School Boards are presently providing services; and,*
- iv) *The density of development in any residential cluster where development is permitted under section 5.7.3 (i)(b) above, shall not be less than 1.0 unit per hectare*
- v) *In addition, new lots may be created for seasonal residential purposes on the lakes in the Municipality subject to satisfying the general development policies in section 4 and the land division policies in Section 8 of this Plan.*

A desktop review would indicate this new lot creation would be the seventh (7) lot creation of the original Lot 20, Concession 10 and the third (3) lot created since 1996 (previous communication with applicant and municipality) and no new additional lots can be created based on the Official Plan policy Section 5.7.3 a) which permits only two lots. The applicant has indicated that this proposed lot creation is applicable to the policy of “infilling” under section 5.7.3 b). However, this also would not be supported by the Official Plan where policy requires *six (6) or more residential dwellings to exist within 400 m of each other measured along a municipal roadway*. Figure 4. illustrates that there are only 5 existing lots located in an area along Maple Hill Road within 450 m of each other. Infilling notionally occurs between existing lots. The proposed new lot is also not located between the existing lots but at the end of the row of lots.

The Application for Consent would not be supported by policies of the existing Official Plan.

Figure 4. Existing Parcels on Lot 20, Concession 10



Municipality of Powassan Zoning By-law No. 2003-38

The proposed severance is location on lands considered Rural (RU) in the municipal Zoning By-law No. 2003-38 and new lot creation would need to meet the RU provisions. The Application identifies the future proposed use of a rural residential and would be considered a "Column B Use." The development of the residential use would need to meet the requirements illustrated in Figure 3.

Figure 3: Zoning Uses and Regulations

4.4	RURAL (RU) ZONE		
	No person shall within any Rural (RU) Zone use any land, or erect, alter or use any building or structure except in accordance with the following provisions:		
4.4.1	Permitted Uses		
	Column A Uses	Column B Uses	
	i) farm	i) single detached dwelling	
	ii) farm produce sales outlet	ii) duplex dwelling	
	iii) fire hall	iii) semi-detached dwelling	
	iv) hunt camp	iv) bed and breakfast	
	v) kennel	v) home occupation	
	vi) lodge or boarding house	vi) home industry	
	vii) municipal or provincial offices or works garage	vii) hobby farm	
	viii) resource management activities	viii) group home	
	ix) riding school or boarding stables	ix) public park	
	x) an accessory farm dwelling on one lot of at least 30 hectares (75 acres)	x) veterinary hospital	
		xi) observatory	
4.4.2	Regulations for Permitted Uses	Column A Uses	Column B Uses
	i) Minimum Lot Area	10 ha	1.0 ha
	ii) Minimum Lot Frontage	135 m	50 m
	iii) Minimum Front Yard	30.0 m	30 m
	iv) Minimum Interior Side Yard	15.0 m	15.0 m
	v) Minimum Exterior Side Yard	15.0 m	15.0 m
	vi) Minimum Rear Yard	15.0 m	15.0 m
	vii) Maximum Lot Coverage	25%	25%
	viii) Maximum Height	10.5 m	10.5 m
	ix) No kennel shall be located within 120 metres (400 ft) of a residential dwelling on another lot.		
	Minimum Lot Area for a hobby farm		2.0 ha

The Hazard Overlay (HZ) of the subject property would be part of the retained lot where the application has indicated it would remain vacant for the purpose of rural agricultural use. The proposed severance would meet the standards of the applicable zoning.

Recommendation

In our professional opinion, the proposed Consent (Severance) Application would not be supported by the Official Plan. The Application B40/Powassan/2023 would require an amendment to the Official Plan.

Respectfully Submitted,

PLANSCAPE INC.



Ryan Lloyd B.E.S.
Planning Consultant



Rian Allen M.Sc., MCIP, RPP
Planning Consultant



NORTH ALMAGUIN PLANNING BOARD

250 Clark Street, Suite 126
P.O. Box 57, Powassan Ontario P0H 1Z0
705-724-6758
Email: northalmaguinplanningboard2018@gmail.com
Website: <http://napb.ca>

B40 Powassan/2023

RECEIVED
2 Nov 2023

(18 OCT 2023)
etc CONSULTS

AN APPLICATION FOR CONSENT UNDER SECTION 53 OF THE PLANNING ACT, R.S.O. 1990 c.P.13

PLEASE PRINT OR TYPE AND COMPLETE ALL APPROPRIATE BOXES.

1. APPLICANT INFORMATION

1.1 Applicant(s):

Name(s) of Property Owner(s): LORNE BYERS

Day Time Phone #s: Home: _____ Mobile: (705) 471-7055 Business: _____

Mailing Address: Box 747, Powassan, ON

Postal Code: P0H 1Z0 Email Address: lorne.byers@aol.com

1.2 Agent for the Applicant

The property owner(s) may appoint a person or a professional firm to act on their behalf for processing this application and attending the meeting at which it will be considered, or a person who is to be contacted about the application for communication. This may be a person or firm acting on behalf of the property owner(s). Owner authorization is required in Section 11 of this form if the applicant is an agent appointed by the owner.

Name of Contact Person/Agent: PAUL GOODRIDGE - GOODRIDGE GOULF PLANNING & SURVEYING LTD.

Phone #s: Home: _____ Mobile: (705) 493-1770 Business: _____ Fax: _____

Address: SUITE 1 - 490 MAIN ST. E., NORTH BAY, ON

Postal Code: P1B 1B5 Email Address: paule.goodridge@ggpls.com

2. LOCATION OF THE SUBJECT LAND

2.1 District of Parry Sound: _____ (mandatory) Tax Roll Number: _____

Municipality / Unincorporated Township: POWASSAN

Municipal Address (Civic Address): NONE ASSIGNED - VACANT LOT

Legal Description: Concession: 10 Lot Number: 20 Registered Plan: _____ Lot(s): _____ Reference Plan: _____ Part(s): _____

Parcel Number: _____ PIN: 52208-0506 (LT)

2.2 IMPORTANT: If there are existing easements or restrictive covenants affecting the subject land, provide the legal description and its effect to the subject land. Attach a copy of the relevant documentation.



3. PURPOSE OF THE APPLICATION:

3.1 Type and Purpose of proposed transaction(s) that requires the Consent:

☒ Create a new lot (or re-establish an existing parcel) / ☐ Lot Addition / ☐ Easement UNDER THE INFILLING POLICIES OF SECTION 5.7.3 b) OF THE OFFICIAL PLAN.

Other: Charge ☐ / Release a Mortgage ☐ Lease ☐

3.2 Name of party(s), if known, to whom the land or interest in land is to be transferred, leased or charged:

3.3 If a lot addition, identify the lands to which the parcel will be added?

4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

(Fully complete each Section in order that your application can be process. Incomplete applications will be delayed until they are complete.)

(If 2 new lots are proposed, split the SEVERED section and apply appropriate dimensions and information through Sections 4.1 through

4.1 Description / Size <i>Metric and Imperial</i>	SEVERED	RETAINED
Frontage	61.00 metres 200.13' feet	475.02 metres 1558.46' feet
Depth	107.37 metres 352.26' feet	± 402.3 metres ± 1320' feet
Area	1.00 hectare 2.47 acres	± 35.2 hectare ± 87 acres
4.2 Existing Use of Property:	VACANT - RURAL	VACANT RURAL / AG (HAY)
4.3 Existing Building or Structures and date of construction	NIL	NIL
4.4 Proposed Use of the Severed and Retained Parcels	RURAL RESIDENTIAL	NO CHANGE
4.5 Road Access: Provincial highway MANDATORY: Provide written comments from MTO North Bay. 705-497-5401		
Municipal road, maintained all year	MAPLE HILL ROAD	MAPLE HILL ROAD - PORDON LINE
Municipal Road, seasonally maintained		
Other Public Road (e.g. Local Roads Board)		
Right of Way / Easement* (IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY advise the status of the easement (permanent registered or prescriptive), name who owns the land or road, who is responsible for its maintenance and whether it is seasonal or year round.		
MNRF Road Allowance [Written report from the MNRF if an MNRF road allowance is used for access to the subject land. North Bay Office: 705-475-5550]		
4.6 Water Access Lots: Documented proof of on-shore parking and docking facilities is mandatory. (e.g. lease with an existing marina or dedication of a portion of the retained parcel provided the retained parcel provided it is accessible by land.) Also provide the approximate distance of these facilities from the subject land and the nearest public road.		

(Page 2 of 7)



4.7 Water Supply	SEVERED	RETAINED
Publicly owned and operated piped water system		
Privately owned and operated individual well	✓	✓
Privately owned and operated communal well		
Lake or other water body		
Other means		
Does your property abut a lake? <i>[Is the lake deemed by the Ministry of the Environment Conservation and Parks (MOECP) to be at capacity for phosphorus load ? **1-800-461-6290 for enquiries]</i>		

4.8 Sewage Disposal	SEVERED	RETAINED
Publicly owned and operated sanitary sewage system		
Privately owned and operated individual septic tank <i>[MANDATORY: Attach documentation of the results of the Planning Act proposal review by the North Bay Mattawa Conservation Authority 705-474-5420]</i>	✓	✓
Privately owned and operated communal septic tank		
Privy		
Other Means (e.g. Advanced Treatment System) <i>** (Septic System over 10,000 litre requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries)</i>		

4.9 Other Services (Indicate which service(s) are available)	SEVERED	RETAINED
Electricity	✓	✓
School Bussing	✓	✓
Garbage Collection	✓	✓



5. LAND USE

5.1 What is the existing Official Plan designation(s)? (Please contact the Municipality of Powassan for this information.)

RURAL USES


5.2 What is the Zoning, if any, on the subject land? (Please contact the Municipality of Powassan for this information.)

RURAL

If the subject land covered by a Minister's Zoning Order, what is the Plan and registration number? _____

5.3 Are any of the following uses or features on the subject land or within 500 meters of the subject land, unless otherwise specified? Please check the boxes that apply.

Use or Feature	On the Subject Land	Within 500 meters of subject land, unless otherwise specified by the applicable agency, then indicate approximate distance.
An agricultural operation including livestock facility or stockyard <i>[MANDATORY: Attach MDS work sheets from OMAFRA (Ontario Ministry of Food Agriculture and Rural Affairs)]</i>		✓ BEEF CATTLE LOT 19.
A landfill		
A sewage treatment plant or waste stabilization plant		
A provincially significant wetland <i>[North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]</i>		
A provincially significant wetland within 120 meters of the subject land <i>[North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]</i>		
Flood Plain	✓ MCGILLVARY CREEK.	
A rehabilitated mine site		
A non-operating mine site within one kilometer of the subject land		
An active mine site		
An industrial or commercial use, and specify the use (eg gravel pit)		
An active railway line		
Utility corridors (Natural Gas / Hydro Corridor)		



6. HISTORY OF SUBJECT LAND

6.1 Has the subject land ever been the subject of an application for approval of a Plan of Subdivision or Consent under the Planning Act? ☐ NO ☒ YES ☐ UNKNOWN

If yes, and if known, please provide the application file number and the decision made on the application.

APPLICATIONS APPROVED SOUTH OF SEVERED LANDS.

Do you know the year the property was created? _____

6.2 If this application is a re-submission of a previous consent application, what is the original consent application number and how has it been changed from the original application?

7. CURRENT APPLICATION

7.1 Is the subject land currently the subject land of a proposed Official Plan or Official Plan Amendment that has been submitted to the Ministry of Municipal Affairs and Housing for approval?

☒ NO ☐ YES ☐ UNKNOWN

If yes and if known, specify the file number and status of the application

7.2 Is the subject land the subjection of an application for a Zoning By-law Amendment, Minister's Zoning Order amendment, Minor Variance, Consent or approval of a Plan of Subdivision?

☒ NO ☐ YES ☐ UNKNOWN

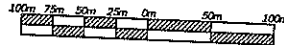
If yes and if known, specify the file number and status of the application.

SKETCH TO ACCOMPANY
SEVERANCE CONSENT APPLICATION
 PART OF LOT 20, CONCESSION 10
 GEOGRAPHIC TOWNSHIP OF HIMSWORTH
 MUNICIPALITY OF POWASSAN

DISTRICT OF PARRY SOUND
 SCALE 1 : 4500

CONCESSION

11



PURDON LINE

PIN 52208 - 0567 (LT)

232.19

111.20

MAPLE HILL ROAD

RETAINED

AREA = 35.2 ha

R=400

10

CONCESSION

BHO / POWASSAN 2023

SEVERED

AREA: 1.00 ha

REFILLING
SEVERANCE

R=200

PIN 52208 - 0506 (LT)

PIN 52208 - 0505 (LT)

LOT

R=400

19

LOT

20

RETAINED

CONCESSION

9

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GOODRIDGE GOULET
PLANNING & SURVEYING LTD.

ONTARIO LAND SURVEYOR - LAND USE PLANNER - DEVELOPMENT CONSULTANTS
 UNIT 1 - 490 MAIN STREET EAST, NORTH BAY, ON P1B 1B5
 705-493-1770 paul.goodridge@ggpltd.com
 705-493-7974 don.goulet@ggpltd.com

FIELD	OFFICE	FILE
N/A	K. PHILLIPS	1192-22



N E C O

Community Futures Development Corporation
Société d'aide au développement des collectivités

November 7, 2023

Kimberly Bester
Municipality of Powassan
250 Clark Street
Powassan, ON P0H 1Z0

Via email: kbester@powassan.net

Re: Powassan Maple Syrup Festival 2024 - CED application

Dear Ms. Bester,

I am pleased to confirm that your proposal for Community Economic Development (CED) funding for Small Business programming and events has been approved, in the amount of \$2,000.00.

We are proud to support the Powassan Maple Syrup Festival – April 27, 2024, as an initiative that celebrates and supports these unique businesses in the Almaguin region.

We are also pleased to see it as a collaborative effort between Powassan and the surrounding areas to bring a family friendly event to the region. We also recognize the importance of this festival, not only for locals, but for visitors to the region.

Once the project is completed, we would also require a short report be submitted to include the following, by May 31, 2024:

- Total Number of Small Businesses/Vendors attending, and total number of public attending
- Benefit derived from the funding by these businesses or the event
- Any other pertinent information that shows the event/project was successful

.../2

Should marketing materials be developed to promote the project, please ensure that the logos recognizing the Government of Canada, FedNor and NECO are included.

If you can provide an invoice for this project in the amount of \$2,000.00, we can transfer the funds. Please work with Tammy in our office to ensure proper transfer. Tammy's contact is tyoung@neco.on.ca or 705-476-8822 ext 102.

Please sign and return a copy of this letter, with the invoice, as acknowledging your acceptance of the terms of this offer.

NECO is pleased to be able to participate in supporting small businesses in Nipissing/Parry Sound districts, and in particular the maple syrup producers in the Powassan area. We wish you success on this project.

Sincerely,

NECO Community Futures Development Corporation



Patti Carr
Executive Director

Witness

Braydon Robinson
Municipality of Powassan
(I have the authority to bind the Corporation)

Date

Date: November 21, 2023

Moved by:

Seconded by:

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

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

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

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

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

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

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

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

Carried

Defeated

Deferred

Lost

Mayor

Recorded Vote: Requested by

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Leo Patey					



Resolution no. 2023 - _____

Date: November 21, 2023

Moved by:

Seconded by:

That the correspondence from the Township of McKellar calling for an amendment to the Legislation Act, 2006 be received; and,

FURTHER that the Council of the Municipality of Powassan support the resolution No. 23-671 passed by the McKellar Township Council to amend the Legislation Act, 2006 to include digital publications as an acceptable means of publication and notice requirements for Provincial Acts and Regulations;

AND FURTHER that staff forward this resolution to the Minister of Municipal Affairs and Housing; Nipissing MPP, Vic Fedeli; The Association of Ontario Municipalities (AMO); CEO and President of Metroland Media Group, Neil Oliver, and all Ontario Municipalities.

Carried

Defeated

Deferred

Lost

Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Leo Patey					



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

October 19, 2023

Hon. Doug Downey
Attorney General
McMurtry-Scott Bldg 11th Flr, 720 Bay St.
Toronto, ON M7A 2S9

Sent via email: Doug.Downey@ontario.ca

RE: Call for an Amendment to the *Legislation Act, 2006*

Dear Mr. Downey,

At the Regular Meeting of Council held on October 17, 2023, the Council of the Corporation of the Township of McKellar carried the following resolution:

Resolution No. 23-671

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

WHEREAS Metroland Media Group has sought bankruptcy protection and will cease the print publication of its weekly community newspapers across Ontario, moving to an online-only model; and

WHEREAS Neil Oliver, Chief Executive Officer and President of Metroland Media Group, said the 71 Metroland community publications will be digital only going forward; and

WHEREAS the *Legislation Act, 2006* provides a definition of “newspaper” which applies to every Ontario Act and Regulation, as in a provision requiring publication, means a document that, (a) **is printed in sheet form**, published at regular intervals of a week or less and circulated to the general public, and (b) consists primarily of news of current events of general interest; (“journal”); and

WHEREAS Ontario Municipalities are required to follow publication and notice requirements for Provincial Acts and Regulations; and

WHEREAS communities such as the West Parry Sound Area cannot comply with publication requirements in Provincial Acts and Regulations as the Parry Sound North Star news publication is no longer being printed in sheet form and there are no other local news publications fitting the definition of “newspaper”; and

WHEREAS some small, rural, Ontario Municipalities may not have the means to bring an application to the Court to ask for directions and approval of an alternate manner of providing notice;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby request the Provincial government to make an amendment to the *Legislation Act, 2006* to include digital publications as an acceptable means of publication and notice requirements for Provincial Acts and Regulations; and

FURTHER request the support of all Ontario Municipalities; and

FURTHER THAT this resolution be forwarded to the Minister of Municipal Affairs and Housing, Paul Calandra; Parry Sound-Muskoka MPP, Graydon Smith; The Association of Ontario Municipalities (AMO); CEO and President of Metroland Media Group, Neil Oliver and all Ontario Municipalities.

Carried

Regards,



Karlee Britton
Deputy Clerk
Township of McKellar
deputyclerk@mckellar.ca
(705) 389-2842 x5

cc:

Paul Calandra, Minister of Municipal Affairs and Housing
Graydon Smith, MPP Parry Sound-Muskoka
The Association of Ontario Municipalities (AMO)
Neil Oliver, CEO & President, Metroland Media Group
All Ontario Municipalities

Maple Ridge Family Health Organization

507 Main Street
Powassan, ON POH 1Z0
705-724-1020

November 16, 2023

Powassan Town Council

Powassan, ON

Dear Council Members,

I am writing on behalf of the physicians of the Maple Ridge Family Health Organization (MRFHO) to request a change in the lease agreement.

We request that rent be charged per exam room (\$750 for 2 rooms, \$375 for one room). In the past it has been \$750 per full-time doctor, and \$375 per part-time doctor.

We also request rent relief for the first year for new physicians starting a practice (as a recruitment/retention effort in these days of family physician shortage and to offset the high cost of setting up a practice and high debt load for new graduates). New physicians would likely be using only one room, and we request no rent for the first year.

Thank you for your consideration.

Sincerely yours,

Danielle Quinn, MD, CCFP

Lead Physician, MRFHO

Aids Committee of North Bay and Area

147 McIntyre St. W

North Bay, On

Hello Powassan Counsel:

Further to my little visit this morning, here is my letter

December 1, 2023 is World Aids Day. Our Agency always has a remembrance celebration of all the lives lost due to contracting Aids. The red scarf campaign signifies this. I have been working hard since february 2023 to get as many scarves as possible this year. Our talented volunteers of the community have really stepped up. We have received almost 500 scarves, up from 90 last year. Because we have so many I would love to include Powassan and Callander this year. We would tie them around each lamp post and whoever needs a warm scarf may take one. They are all tagged with Aids information and where to get tested. This is a perfect way to spread awareness as now you can live a normal and healthy full life even if you have Aids.

I am asking if it would be okay to decorate all the lamp posts in your downtown area this year. I would plan to do this the night before Dec. 1. I counted thirty one day but it could be more! We would of course come out and take down any scarves that do not find a home. All left over scarves will be handed out to the less fortunate and homeless people.

Thank you for hearing me out and look forward to hearing from you. My cell number is 249-591-8510. It is best to text me as I am a mobile outreach worker and always out and about in the community.

Marie Wardle

Outreach Harm Reduction Worker

Aids Committee of North Bay

November 2023

November 2023							December 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1	2	3	4
5	6	7 Council 7pm	8 Recreation Committee meeting	9 DSSAB	10	11 Remembrance Day
12	13 Office closed in lieu of Remembrance Day	14	15	16	17	18
19	20 Library Board Meeting	21 Council 7pm	22	23 6:10pm MAPLE SYRUP FESTIVAL MEETING	24	25
26	27	28	29	30	Dec 1	2