

# **The Municipality of Powassan**

## **AGENDA**

Regular Council meeting to be held

Tuesday April 5, 2022 at 7:00 p.m.

Powassan Council Chambers

**1. CALL TO ORDER & ACKNOWLEDGE FIRST PEOPLES AND TRADITIONAL LAND**

"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 for, and teachings about, our earth and our relations. May we continue to honour these teachings"

**2. ROLL CALL**

**3. DISCLOSURE OF MONETARY AND GENERAL NATURE THEREOF**

**4. APPROVAL OF THE AGENDA**

**5. PRESENTATIONS:**

**6. ADOPTION OF MINUTES**

6.1 Regular Council Meeting of March 15, 2022

**7. MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL**

7.1 Public Works Committee minutes of March 22, 2022

7.2 Budget Meeting minutes of March 23, 2022

7.3 Budget Meeting minutes of March 30, 2022

**8. MINUTES AND REPORTS FROM APPOINTED BOARDS**

8.1 Almaguin Community Economic Development (ACED) minutes of February 28, 2022

8.2 District of Parry Sound Social Services Admin Board CAO Report- March 2022

8.3 The Golden Sunshine Municipal Non-Profit Housing Corp minutes 2022-2

8.4 North Bay-Mattawa Conservation Authority -Budget 2022

8.5 North Bay-Mattawa Conservation Authority- January 26, 2022 Agenda, Minutes & reports

8.6 Powassan and District Union Public Library Budget for 2022

**9. STAFF**

9.1 Memo – Encroachment Agreement – 107 Sophia Street – K. Bester, Deputy Clerk

**10. BY-LAWS**

10.1 By-Law 2022-05 – Cemetery Rules and Regulations

10.2 By-Law 2022-06 – Automatic Recount Policy for 2022 Election

10.3 By-Law 2022-08- Fees

- 10.4 By-Law 2022-09 Canadian Community Revitalization Fund
- 10.5 By-Law 2022-10 OSIFA Capital Borrowing-Grader
- 10.6 By-Law 2022-11 OSIFA Financing- Grader

**11. UNFINISHED BUSINESS**

**12. NEW BUSINESS**

- 12.1 AMO 2022 Conference- Ottawa August 14-17<sup>th</sup>
- 12.2 City of North Bay- Household Hazardous Waste Program
- 12.3 Integrity Commissioner Report on Complaint- Evan Hughes v. Councillor Randy Hall
- 12.4 Integrity Commissioner Report on Complaint-Evan Hughes v. Councillor Debbie Piekarski

**13. CORRESPONDENCE**

**14. ADDENDUM**

**15. ACCOUNTS PAYABLE**

**16. NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS**

**17. PUBLIC QUESTIONS**

**18. CLOSED SESSION**

- 18.1 Adoption of Closed Session minutes of February 1, 2022
- 18.2 Adoption of Closed Session minutes of the Public Works of March 22, 2022
- 18.3 Adoption of Closed Session minutes of the Budget meeting of March 30, 2022
- 18.4 Identifiable Individual-Section 239(2)(b) of the Municipal Act and under 6(1)(b) of the Procedural Bylaw- matters regarding an identifiable individual, including municipal or local board employees
- 18.5 Legal-Section 239(2)(f) of the Municipal Act and under 6(1)(f) of the Procedural Bylaw- Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**19. MOTION TO ADJOURN**

The Municipality of  
**Powassan**

**Council Meeting**

**Tuesday, March 15, 2022, at 7:00 pm**

**Powassan Council Chambers**

**Present:** Peter McIsaac, Mayor  
Randy Hall, Deputy Mayor  
Markus Wand, Councillor  
Dave Britton, Councillor  
Debbie Piekarski, Councillor

**Staff:** Maureen Lang, CAO/Clerk  
Terry Lang, IT

**Disclosure of Monetary Interest and General Nature Thereof:**

P. McIsaac      Item 11.1 – Property owned by employer  
                         Item 11.3 – Property owned by employer

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- |                |  |                 |
|----------------|--|-----------------|
| <b>2022-78</b> | Moved by: D. Britton      Seconded by: R. Hall<br>That the agenda of the Regular Council meeting of March 15, 2022 be approved.  | <b>Carried</b>  |
| <b>2022-79</b> | Moved by: R. Hall      Seconded by: D. Britton<br>That the minutes of the Regular Meeting of Council of March 1, 2022 be adopted.  | <b>Carried</b>  |
| <b>2022-80</b> | Moved by: D. Britton      Seconded by: R. Hall<br>That the minutes from the Municipal Arenas Committee meeting dated March 7, 2022 be received.  | <b>Carried</b>  |
| <b>2022-81</b> | Moved by: R. Hall      Seconded by: D. Britton<br>That the minutes from the Town of Parry Sound EMS Advisory Committee meeting of February 24, 2022, be received.  | <b>Carried</b>  |
| <b>2022-82</b> | Moved by: R. Hall      Seconded by: D. Britton<br>That the correspondence dated February 24, 2022, from Eastholme, Home for the Aged, regarding the Annual Levy Increase and Annual General Meeting, be received.  | <b>Carried</b>  |
| <b>2022-83</b> | Moved by: D. Britton      Seconded by: R. Hall<br>Further to receipt of the memo dated March 3, 2022 regarding the Encroachment Agreement for 107 Sophia St., that Council directs staff to advise the lawyer for the new property owner that they would be willing to sell the approximately 1 m x 22 m strip of land (from the road allowance) at a price of \$ _____. The buyer of the portion of the road allowance to be responsible for all associated costs for this process. | <b>Deferred</b> |
| <b>2022-84</b> | Moved by: R. Hall      Seconded by: D. Britton<br>That Council directs staff to prepare a tender for the engineering drawings required for the Glendale Hall wall replacement project. The estimated cost for the drawings is 10,000-12,000, which can be included for under our funding application to NOHFC. If the funding application is not successful, the fee for the drawings will have to be covered within the municipal budget for 2022.                                  | <b>Carried</b>  |

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- 2022-85** Moved by: D. Piekarski Seconded by: R. Hall  
That the memo from Director of Public Works and Engineering, C. Munshaw, regarding the results of RFQ 2022-01: Road Needs Study, be received;  
  
And further that RFQ 2022-01 for the Road Needs Study at a cost to the Municipality of \$11,k951.67 not including HST, be awarded to Golder Associates Ltd. **Carried**
- 2022-86** Moved by: D. Piekarski Seconded by: R. Hall  
That Council receives the memo regarding planning fees which could be charged to the Planning Board for Consent application reviews, and further that they direct staff to meet with the Planning Board secretary to discuss options for covering the cost of our planner's reviews for consents. **Carried**
- 2022-87** Moved by: D. Piekarski Seconded by: R. Hall  
That By-Law 2022-05, being a By-Law that contains the rules and regulations that govern the Powassan Union Cemetery, St. Joseph's Cemetery, the Trout Creek Union Cemetery and the Holiness Cemetery, and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO),  
  
Be **READ** a **FIRST** and **SECOND** time this the 15<sup>th</sup> day of March 2022,  
  
AND to be considered **READ** a **THIRD** and **FINAL** time and passed as such in open Council on the 5<sup>th</sup> day of April, 2022. **Deferred**
- 2022-88** Moved by: D. Piekarski Seconded by: R. Hall  
That By-Law 2022-06, being a By-Law to authorize an Automatic Recount Policy for the 2022 Election,  
  
Be **READ** a **FIRST** and **SECOND** time on the 15<sup>th</sup> day of March, 2022,  
  
And **READ** a **THIRD** and **FINAL** time on April 5<sup>th</sup>, 2022. **Carried**
- 2022-89** Moved by: D. Piekarski Seconded by: R. Hall  
That By-Law 2022-07, being a By-Law to authorize an agreement between the Municipality of Powassan and her Majesty the Queen in right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry,  
  
Be **READ** a **FIRST** and **SECOND** time and considered **READ** a **THIRD** and **FINAL** time and adopted for the betterment of the community, this the 15<sup>th</sup> day of March, 2022. **Carried**
- 2022-90** Moved by: D. Piekarski Seconded by: M. Wand  
That the correspondence dated December 31, 2021 from the Ministry of the Environment, Conservation and Parks, regarding the 2021 Inspection Report for the Powassan Drinking Water System, be received.  
  
Recorded Vote, Requested By: D. Britton  
Councillor Britton: YEA  
Councillor Hall: YEA  
Councillor Wand: YEA  
Councillor Piekarski: YEA  
Mayor McIsaac: YEA **Carried**

**2022-91**

Moved by: D. Piekarski      Seconded by: M. Wand  
That Resoulution 2022-093 from the Township of Strong, dated March 8, 2022 regarding  
Ontario Health Teams, be received.

**Carried**

**2022-92**

Moved by: R. Hall      Seconded by: M. Wand  
That the accounts payable report of March 4, 2022 in the total amount of \$211,254.38, be  
approved for payment.

**Carried**

**2022-93**

Moved by: D. Piekarski Seconded by: M. Wand  
That Council now adjourns at 8:04 p.m.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO/Clerk

**MINUTES** – Public Works Committee  
Tuesday, March 22, 2022 – 6:00 pm

**Present:** Councillor/Chair D. Britton  
Mayor P. McIsaac, Councillor D. Piekarski, Councillor R. Hall  
Deputy Clerk/ Recording Secretary K. Bester, Director of Public Works & Engineering  
C. Munshaw, Administrative Assistant A. Quinn  
L. Campbell (Press)

**Absent:** Councillor M. Wand

Meeting called to order at 6:00 pm.

4. Moved D. Piekarski, Seconded R. Hall  
That the agenda of the meeting of March 22, 2022 be approved with  
the addition of a Closed Session item Carried
5. Moved by R. hall, Seconded by D. Piekarski  
That the minutes of the February 22, 2022 meeting be approved. Carried
6. Staff Reports
  - 6.1 **Landfill Cards** – C. Munshaw discussed potentially sending out annual landfill cards to residents with property tax bills. This would potentially solve issue of a former resident being able to take refuse to the landfill using a landfill card they'd had while living in Powassan. Other municipalities do not have landfill cards, and instead have landfill attendant ask for id (i.e. a driver's license) to confirm that they are a resident, and/or have landfill attendant keep a record of people's names / addresses and license plate numbers. Staff to come back to new Public Works meeting with options and recommendations for both residents taking refuse to the landfill and for contractors who might take refuse from a job site outside of the municipality to the landfill.
  - 6.2 **Wheeled Excavator Rental** – C. Munshaw suggested that it might be most cost effective to rent this piece of equipment for ditching at a rental rate of \$9000/mth plus fuel and staff time, than following our usual practice of tendering for a contractor to do this work. The equipment could also be potentially used for installing culverts, etc. Last year's cost was \$12 per linear metre, which equates to about \$24,000 for 1 km of ditching on both sides of a road. Public works staff could be trained on the equipment this year and the equipment rented for 2 months to do approximately 10 km of roadway, with a review done at the end of this period to determine whether this is more cost effective. Trappers Road could be done by Public Works staff during training (4-5 km). Our municipal insurance policy extends coverage over rental equipment. This option has been budgeted for in the 2022 budget.
  - 6.3 **Construction Materials** – C. Munshaw has contacted 3 local aggregate suppliers to determine What the anticipated increase for materials (sand/aggregate) will be this year. The increase is expected to be approximately 15% above last year's amount. This is included for in 2022 budget.

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7. **Sweezy and Corkery Streets – Hardtop and road conditions/dust** – R. Hall advised that there was a substantial amount of dust created after last Fall's application on these roadways. There also appears to be a lot of potholes containing sand at this time. C. Munshaw advised that the contractor had placed an extra layer of surface treatment last Fall and that there is still a significant amount of float on the surface at this time. Once the streets are swept, we can re-evaluate the condition of the roadways. R. Hall also suggested that residents on these streets be notified when sweeping is to occur.

8. New Business

- 8.1 **Poultry Processing Facility Waste** – The committee discussed this item and had several questions and concerns:

- Does the facility have the ability to handle the waste onsite? How is waste handled at other facilities like this? Are there companies who offer this service, including disposal?
- Do we have the space to accept this waste as we would have to dig a hole and cover each time it was delivered to the landfill? Winter deliveries would have to be planned for, with appropriate cells dug in the Fall.
- How would we know whether or not the waste contained any disease or infectious material that might leach and impact groundwater?
- If accepted, the waste would have to be brought on a specific schedule, probably outside of regular land fill operating hours, with a dedicated staff person available to place and cover immediately to ensure that the smell did not attract insects and other animals such as bears or wolves which would create safety issues for the landfill attendant and residents bringing refuse.
- The fee for disposal would be as for hazardous material.

Staff to provide addition information and concerns at the next Public Works meeting.

- 8.2 **Sale of old grader** – The committee agreed that our procurement policy must be adhered to when disposing of surplus equipment. Options for disposal included listing on a government auction site, or having an in-house surplus equipment sale, with a minimum bid provided for both options. This could be done once we have a firm timeline on when the new grader will be delivered. If the equipment isn't sold we could also consider trading in to offset some of the cost of the new grader.

9. Correspondence –

- 9.1 **Boundary Road Resident – letter** – The Municipality of Powassan and Chisholm Township have an agreement where Chisholm is responsible for maintenance and both communities responsible for capital improvement. C. Munshaw to forward a letter to Chisholm Township to discuss any roadwork that may be required. The Public Works committee to discuss this item again at their April meeting.

10. Notice of Schedule of New Committee Meeting – April 26, 2022 – 6:30 pm

11. No members of the public present.

12. Moved by D. Piekarski, Seconded by R. Hall  
That the committee move into Closed Session at 6:55 pm

Moved by R. Hall, Seconded by D. Piekarski  
That the committee move out of Closed Session at 7:12 pm

13. Moved by D. Piekarski, Seconded by R. Hall  
That the meeting be adjourned at 7:14 pm

Carried.



**MINUTES** – Budget Meeting  
Wednesday, March 23, 2022 – 6:30 pm

**Present:** Mayor P. McIsaac, Councillors D. Piekarski, R. Hall, D. Britton, M. Wand  
Deputy Clerk L. Marshall, Treasurer B. Robinson

A line-by-line review was started of the first draft budget presented by Treasurer Brayden Robinson.  
Further discussion will be during the next scheduled Budget meetings.

The meeting was adjourned at 9:15 p.m.

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Mayor Peter McIsaac

\_\_\_\_\_  
Deputy Clerk Lesley Marshall

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	7-2

**MINUTES** – Budget Meeting  
Wednesday, March 30, 2022 – 6:30 pm

**Present:** Mayor P. McIsaac, Councillors D. Piekarski, R. Hall, D. Britton, M. Wand  
CAO/Clerk M. Lang, Treasurer B. Robinson

Discussion on where the last meeting ended. Need to reduce the draft levy amount to an acceptable increase.

Moved by: D. Piekarski  
Seconded by: D. Britton

That we move into Closed Session to discuss Identifiable Individuals at 6:47 pm

Identifiable Individual-Section 239(2)(b) of the Municipal Act and under 6(1)(b) of the Procedural  
Bylaw- matters regarding an identifiable individual, including municipal or local board employees  
Carried.

Moved by: R. Hall  
Seconded by: D. Britton

That we return back to open session at 9:45 p.m. Carried.

Further discussion will be during closed session of the regular Council Meeting of April 5, 2022.

Moved by: D. Piekarski  
Seconded by: M. Wand  
That the meeting be adjourned at 9:45 p.m.

Carried.

\_\_\_\_\_  
Mayor Peter McIsaac

\_\_\_\_\_  
CAO/Clerk Maureen Lang

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AGENDA ITEM #	7-3

# **ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)**

## **MINUTES February 28, 2022**

A regular meeting of the ACED Board was held at the Township of Armour Office and virtually on February 28, 2022 at 6:00 pm.

**Present:** Wendy Whitwell, Township of Armour, Chair  
Tim Bryson, Township of Joly  
Jennifer Farquhar, AHCC Representative  
Margaret Ann MacPhail, Township of Perry  
Lyle Hall, Village of Sundridge  
Kelly Elik, Township of Strong  
Joseph Vella, Township of Ryerson  
John Wilson, Village of Burk's Falls  
Peter McIsaac, Municipality of Powassan  
Melanie Alkins, MNDMNR  
Ron Begin, FedNor

**Regrets:** Brenda Scott, Village of South River  
Tim Brunton, Municipality of Magnetawan

**Staff:** Dave Gray, Director of Economic Development  
John Theriault, Township of Armour  
Ciara Ryan, Regional Brand Coordinator  
Nicole Gourlay, Municipality of Magnetawan

### **Call to Order**

The meeting was called to order at 6:00 pm.

### **Minutes**

The minutes of the meeting of Monday, January 17, 2022 meeting were adopted as circulated.

### **ACED Workplan and 2022 Draft Budget**

The ACED Board reviewed and discussed the 2022 ACED workplan and the 2022 draft budget. The workplan includes all of the work that the department is hoping to accomplish in 2022 and the budget includes the cost of running the department in 2022. Items were discussed and a resolution was passed recommending the approval of the workplan and the budget by the partners.

## **ACED 2021 Projected Surplus**

The Director of Economic Development gave an update on the projected surplus ACED will have for 2021. The Director explained that the surplus is not due to an overpayment from the partners, but from being able to secure grants to support salaries and certain projects and from the Implementation of the Brand Strategy starting later than anticipated. As in the previous year, the Director is recommending that this surplus be set aside to help fund ACED in the future. The Board passed a resolution approving the transfer of the 2021 surplus into the ACED accumulated surplus.

## **Director of Economic Development (DED) Report**

The Director covered the following items from the report;

1. An update on core activity tracking, which lists what the department has done over the past month. These included assistance to businesses, marketing, ACED website updates, social media activities, and communications.
2. Some of the updates in the report included:
  - a) 2022 BR&E Survey: The Board reviewed a copy of the survey and the explanation that accompanied the survey. The purpose of the survey was discussed.
  - b) AHCC Partnerships: ACED is working with AHCC to launch the second annual Influential Women of Almaguin Initiative.
  - c) Community Organization G.R.O.: ACED is reaching out to all agricultural societies in the region to work together on this project.
  - d) Regional Recreation Support: Staff is helping with the regional photography database as well as promoting winter activities.
  - e) Municipal Engagement: ACED staff is looking at supporting projects in the region. A survey has been sent out on what projects are being done in 2022 and from the results staff will be able to see what they can do to help.
  - f) Regional Brand Strategy Implementation: The new website is being worked on and input has been requested from stakeholders.
  - g) Tourism Promotion: Staff received a proposal from the PARC Association requesting the use of the ACED two Highway 11 billboards. A Memorandum of Understanding between ACED and the PARC Association was presented to the Board for their review along with a resolution to approve the partnership. The Board passed a resolution directing staff not to proceed with the partnership and to have regional signs created once the new Almaguin website is launched.

- h) Highway 11 & 520 Industrial Parks Development: Two applications for funding to install services at the Highway 520 and 11 industrial parks have been presented to FedNor and NOHFC.
- i) The report also gave updates on the commercial/residential development partnership in Strong/Sundridge, the Northern Ontario Roadshow and region wide planning statistics.

### **Post 2023 ACED Department Outlook and Funding**

The Township of Armour Clerk-Treasurer/Administrator presented a report to the Board outlining potential funding options and their shared costs to the partners. The Board discussed the report and the options included. The Board requested that staff prepare an information package outlining what benefits economic development has been to the region and what it could do in the future. This package would help support the request for higher contributions from the partners in 2023. The Board also requested that more funding options be explored.

### **Updates**

#### **FedNor**

Presently working on their year-end. Demand for grants is high and the Federal Government has made many funding commitments. They are presently implementing 4 to 5-year plans. The FedNor Director general is retiring as of March 4, 2022. We wish him a great retirement and thank him for the work he has done.

#### **MENDM**

Still working from home. Programs are at full speed to move applications before everything stop for the Provincial election. The NORDS program has gone ahead and many of our communities have received funding from it.

### **Resolutions**

1. 2022-004– Moved by Kelly Elik; Seconded by Margaret Ann MacPhail;  
Be it resolved that the Almaguin Community Economic Development Board approve the minutes of January 17, 2022, as circulated. Carried
2. 2022-005 – Moved by John Wilson; Seconded by Margaret Ann MacPhail;  
Be it resolved that the Almaguin Community Economic Development Board have reviewed the 2022 ACED Budget and Workplan and recommend that all ACED Members approve the budget and the workplan as presented. carried
3. 2022-006 – Moved by Peter McIsaac; Seconded by Jennifer Farquhar;  
**WHEREAS** a surplus is expected in the 2021 operating budget due to project related grant funding approved throughout the year;  
**AND WHEREAS** when the CIINO funding is depleted in 2023, the contribution of each partner will have to increase to cover the funds we no longer receive;

**AND WHEREAS** putting funds aside now will decrease the effect of receiving less funding or not receiving any funding in the future;

**NOW THEREFORE** be it resolved that the Almaguin Community Economic Development Board approves that any 2021 surplus funds remain as a surplus in the ACED books to be used to support future strategic initiatives or to subsidize contributions from the partners when the CIINO grant is depleted. Carried

4. 2022-007 – Moved by Kelly Elik; Seconded by John Wilson;  
Be it resolved that the Almaguin Community Economic Development Board accept the proposal from the PARC Association regarding the use of the Highway 11 signage locations for a period of two years and under the terms set out in the Memorandum of Understanding (MOU). Further, the Board directs the Director of Economic Development to forward the MOU to the PARC Association for signing. Defeated
5. 2022-008 – Moved by Lyle Hall; Seconded by Joseph Vella;  
Be it resolved that the Almaguin Community Economic Development Board amend the 2022 budget to include \$5,000 to design and install billboard signs on Highway 11 to promote the new ACED website and the new brand strategy. Furthermore, that this project be funded through the ACED surplus.

#### Adjournment

6. 2022-009 – Moved by Jennifer Farquhar; Seconded by Kelly Elik;  
Be it resolved that the Almaguin Community Economic Development Board adjourn the February 28, 2022 ACED meeting at 7:47 p.m. Carried

The next meeting will be March 21, 2022 at 6:00 p.m. If this change, members will be advised.

# District of Parry Sound



Social Services  
Administration Board

## Chief Administrative Officer's Report

March 2022

### 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.

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AGENDA ITEM #	8-2

Spring is just around the corner!

**New CFO**

We have been on a search for a Chief Financial Officer since last year when Mitzi Dinsmore indicated her intention to retire. As you all know there are some “big shoes” to fill with the impending departure of Mitzi.

I am pleased to share that we have found a replacement who is up for the challenge. Shannon Johnson CPS, CGA will be starting with us on March 28<sup>th</sup>. She comes to us with a wealth of both private and public sector experience with most recently holding the CFO position with the Township of Oro-Medonte. Shannon also held the Business and Human Services Integration Manager position with the County of Bruce and was the Director of Finance/Information Technology with the Township of Muskoka Lakes. Shannon is local to the north and has completed her formal education at Laurentian University. Welcome Shannon!

**International Women's Day- March 8<sup>th</sup>**

Imagine a gender equal society free of discrimination, bias, and stereotypes. Globally, March 8<sup>th</sup> is International Women's Day 2022, a day to honor women and girls worldwide and to recognize those who have led efforts for gender equality.

Locally, the District of Parry Sound Social Services Administration Board (DSSAB) recognizes the progress that's been made, and the work still needed to #BreakTheBias. As the operator of Esprit Place Family Resource Centre, the local Violence Against Women (VAW) shelter and provider of domestic abuse support programs in the District of Parry Sound, the DSSAB works tirelessly to improve the well-being of women and their families, and advocate for gender equity.

In 2021, Esprit staff provided 1,267 hours of direct service to women through shelter and counselling services. During this time, 47 women and 18 children were served through unique stays in the shelter, 271 women and children were served through Esprit's Outreach and Children's Voices programs, and 83 women were supported through the Transitional and Housing Support Program. By providing safety, supportive counselling, housing, and life stabilization supports, Esprit Place Family Resource Centre is empowering women to transition from crisis to stability, rebuilding their lives after trauma and abuse.

Today, women fill 95% of all positions at the DSSAB, including strong representation on our Leadership Team.

**OHT Development**

West Parry Sound Ontario Health Team (in development) has recently received some very encouraging news from the senior health system planning partners at Ontario Health North. Their application to become a small, independent, rural Ontario Health Team will be included as a component of Ontario Health North's consolidated application to provide complete OHT coverage for all citizens in northeastern Ontario.

They shared news that OH North was leading a process that would culminate in a packaged application for all northeastern OHTs seeking Ministry of Health approval. That work began earlier this year. Their tireless advocacy as Ontario's “best-built and highest-functioning integrated health care system” appears to have paid off.

An ‘expression of interest’ (EOI) from the West Parry Sound OHT is being encouraged and will be accepted by OH North as part of its upcoming submission to the Ministry of Health.



They have received the province's EOI document. They are confident that information from their earlier submissions (2019 and 2020) - with updated, at-hand statistics - will provide the information that is required.

Essentially, they will be requesting the Ministry's approval to create the OHT partnership that the signatory members have already agreed, in-principle, to support.

They will be gathering virtually to review the EOI document, collect, and confirm the information that will be included. OH North has not yet established an official deadline for completion of the EOI, but they do know they are hoping to have the regional submission collected by the end of March.

The DSSAB presently is not a signatory partner for the West Parry Sound OHT but with new partnership categories being offered by Ontario Health North the DSSAB would be able to support our community as a "Collaborative Partner" which would support the vision of the OHT, engage in specific projects, sit on OHT sub-committees, and provide advice and input to inform decision-making.

OHT development is ongoing on the East side of our district, and we look forward to working with our East side Health partners.

### **COVID-19**

With Ontario entering the Roadmap Exit Step under the *Reopening Ontario Act*, we continue to monitor our program staffing levels and strengthen our commitment to reducing COVID transmission at the workplace. We also await direction from our Ministries on testing and vaccination policy requirements. Thanks to the cooperation and positive response of all employees, we were able to smoothly transition those who were working at home, back to the office. We thank all employees, both those who worked at home and those who remained onsite, for their hard work and cooperation throughout the pandemic. We look forward to the collaborative benefits of having everyone back onsite.

### **Recent Media Coverage**

- February 3, 2022 - Homeless struggle with mental health issues
- February 10, 2022 - Parry Sound District Social Services Board strikes 2022 Budget
- February 14, 2022 - Almaguin daycares and parents continue adapting to COVID-19 rules
- February 15, 2022 - Local moms push for more child care services in Parry Sound

### **Social Media**

#### **Twitter Stats**

Link to the DSSAB's Twitter page - <https://twitter.com/psdssab>

<b>District of Parry Sound Social Services Administration Board – Twitter Page</b>	<b>Oct. 2021</b>	<b>Nov. 2021</b>	<b>Dec. 2021</b>	<b>Jan. 2022</b>	<b>Feb. 2022</b>
Total Tweets	21	8	1	6	10
Total Impressions	564	164	51	170	371
Total Profile Visits	667	275	123	68	324
Total Followers	7	8	10	10	15

LinkedIn Stats – used primarily for HR recruitment & RFP/Tender Postings

Link to the DSSAB's LinkedIn page – <https://bit.ly/2YyFHIE>

<b>District of Parry Sound Social Services Administration Board – LinkedIn</b>	<b>Oct. 2021</b>	<b>Nov. 2021</b>	<b>Dec. 2021</b>	<b>Jan. 2022</b>	<b>Feb. 2022</b>
Total Followers	11	20	22	27	39
Search Appearances (in last 7 days)	-	-	-	224	317
Total Page Views	29	43	10	55	83
Post Impressions	-	-	-	109	557
Total Unique Visitors	12	10	5	22	33

### Facebook Stats

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

<b>District of Parry Sound Social Services Administration Board</b>	<b>Oct. 2021</b>	<b>Nov. 2021</b>	<b>Dec. 2021</b>	<b>Jan. 2022</b>	<b>Feb. 2022</b>
Total Page Followers	268	279	283	289	304
Post Reach this Period (# people who saw post)	3,284	2,068	511	4,487	3,589
Page Views this Period	94	73	48	122	87
Post Engagement this Period (# reactions, comments, shares)	334	305	24	566	445

<b>Esprit Place Family Resource Centre</b>	<b>Oct. 2021</b>	<b>Nov. 2021</b>	<b>Dec. 2021</b>	<b>Jan. 2022</b>	<b>Feb. 2022</b>
Total Page Followers	93	98	105	110	117
Post Reach this Period (# people who saw post)	67	222	104	46	1,029
Page Views this Period	11	4	28	14	26
Post Engagement this Period (# reactions, comments, shares)	3	18	22	1	82

<b>The Meadow View (NOAH)</b>	<b>Oct. 2021</b>	<b>Nov. 2021</b>	<b>Dec. 2021</b>	<b>Jan. 2022</b>	<b>Feb. 2022</b>
Total Page Followers	325	349	364	380	441
Post Reach this Period (# people who saw post)	4,374	389	4,460	9,098	13,328
Page Views this Period	974	591	374	379	488
Post Engagement this Period (# reactions, comments, shares)	1,307	31	1,776	2,139	2,455

# **Licensed Child Care Programs**

## **Total Children Utilizing Directly Operated Child Care in the District January 2022**

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeeek ELCC	HCCP	Total
Infant (0-18m)	1	1	2	2	21	27
Toddler (18m-30m)	10	8	10	19	14	61
Preschool (30m-4y)	21	20	16	35	40	132
School Age (4y-12y)	N/A	N/A	N/A	N/A	22	22
# of Active Children	32	29	28	56	97	242

The centre-based child care programs are building their enrollments back up to capacity now that the Ministry of Education has removed all restrictions around cohorting. Licensed child care centres are permitted to enroll infants up to 20% of their toddler program capacity providing the staffing compliment can accommodate any additional needs an infant may have, for example, extended naps. The lower enrollment has allowed programs added flexibility when tackling staffing challenges due to the Ministry of Health's new exclusion guidelines. Programs have transitioned eligible toddlers to the preschool programs to prepare for new enrollments in the coming months.

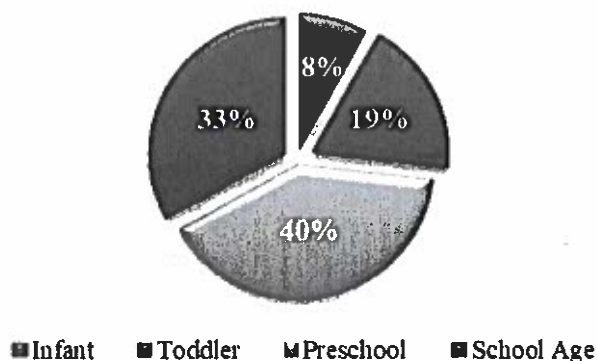
# **School Age Programs**

## **January 2022**

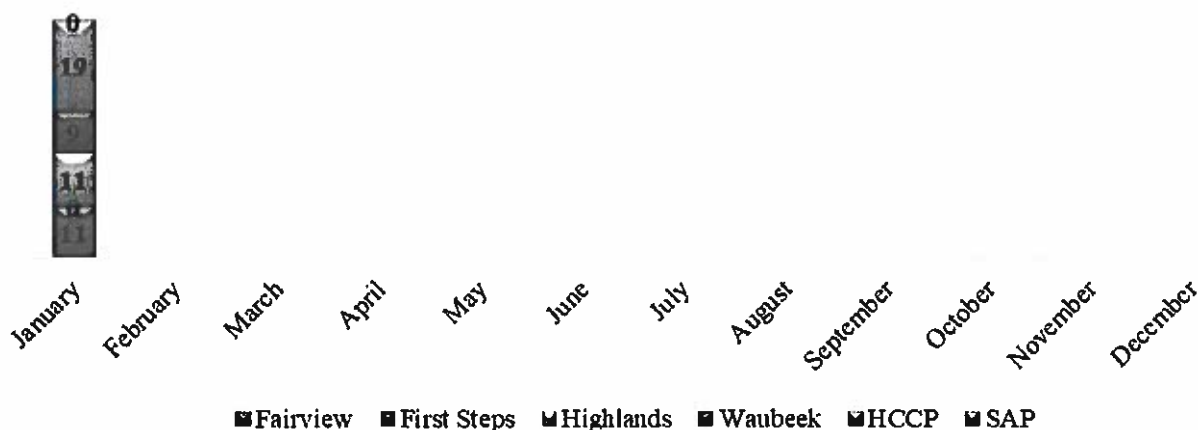
Location	Enrollment	Waitlist
Mapleridge After School	11	0
St. Gregory's After School	18	0
St. Gregory's Before School	12	0
Sundridge Centennial After School	13	0
Sundridge Centennial Before School	5	0
Magnetawan Central After School	19	0
Land of Lakes After School	8	0
# of Active Children	86	0

Staffing continues to be a struggle with the school age programs and enrollment is steady. Families are pre-enrolling for September 2022, and we will be working with each school to ensure new families are receiving child care information packages.

Percentage of Children By Age Group



Directly Operated Child Care Waitlist By Program



The Directly Operated Child Care programs are starting to experience an increase in enquiries for child care services with most families looking for care to start in the late spring as seasonal employment begins to reopen.

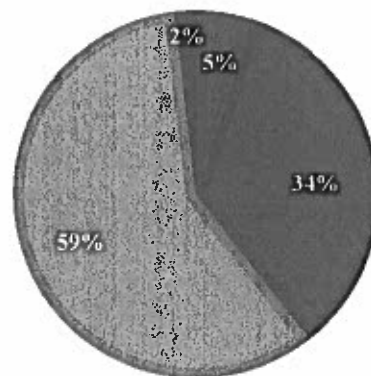
**OLAF**

**OLAF Fee Subsidy Applications**

2021	Eligible	Not Eligible	2022	Eligible	Not Eligible
January	1	7	January	2	4
February	0	5	February		
March	1	6	March		
April	0	6	April		
May	0	3	May		
June	4	11	June		
July	0	3	July		
August	1	7	August		
September	1	5	September		
October	1	3	October		
November	0	3	November		
December	1	4	December		

**Child Care Fee Subsidy Statistics for January 2022**

**Total Children by Funding Source in the District**



■ Extended Day Fee Subsidy ■ Subsidized ■ Full Fee ■ Ontario Works

A total of **323** families and **342** children accessed care in January

**Inclusion Support Services**

**January 2022**

Age Group	EarlyON	Licensed Early Learning & CCC's	Monthly TOTAL	Year-to-Date TOTAL	Waitlist	New Referrals	Discharges
Infants (0-18m)	0	0	0	0	0	2	0
Toddlers (18m-30m)	1	8	9	9	1	2	0
Preschool (30m-4 y)	5	26	31	31	3	4	0
School Age (4y+)	4	13	17	17	0	0	9
Monthly TOTAL	10	47	57	-	4	8	9
Year-to-Date TOTAL	10	47	-	57	4	8	61

The wait time from point of referral to active service is approximately 4 weeks. Referrals are continuing to identify social emotional regulation as the main reason for referral with mastery of self-help skills to increase independence a close secondary concern. We are expecting to see an increase in referrals from our community partners as therapeutic services resume in-person treatment.

**EarlyON Child and Family Programs**

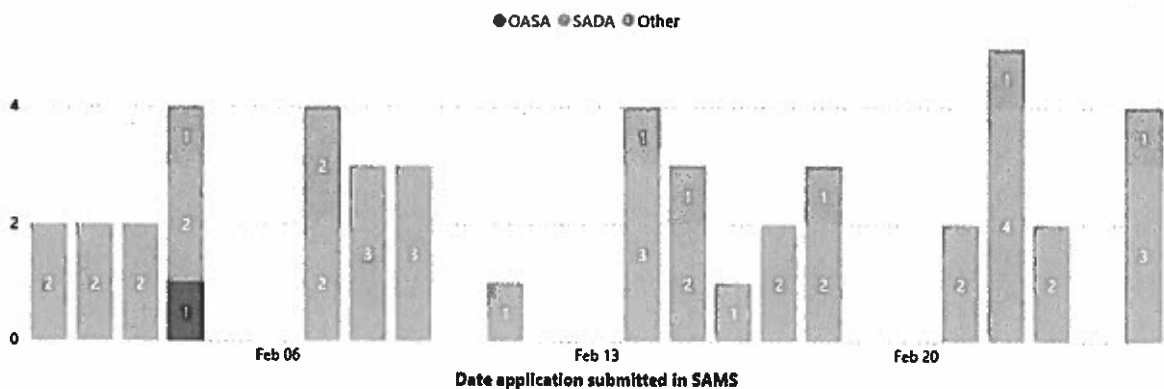
**January 2022**

Activity	January	Year-to-Date
Number of Children Attending	N/A	N/A
Number of New Children Attending	N/A	N/A
Number of Families Visiting	N/A	N/A
Number of New Families Visiting	N/A	N/A
Number of Virtual Programming Events	33	33
Number of Family Engagements with Virtual Events	398	398
Number of Social Media Posts	78	78
Number of Social Media Followers	930	930

EarlyON Child and Family Centres continue to offer virtual programming and are working with local communities and school boards to establish a safe re-opening to in-person programming forecasted for the end of March at a number of locations starting with the 3 main hubs in Parry Sound, Burk's Falls, and South River. Staff are supporting the licensed child care centres when there are staffing shortages due to the COVID exclusion guidelines.

## Social Assistance Digital Application (SADA) & Centralized Intake - February 2022

Cases with an Ontario Works application that has been submitted in SAMS



**\*\*Yellow bars represent applications completed by the Intake and Benefits Administration Unit. Blue and green bars represent applications completed by local staff. Data from Tracking the Impacts of COVID-19 report and Centralized Intake Report.**

### Ontario Works applications

3 ▲

Average received per business day

51

Received Feb 2022

### Emergency Assistance applications

1 ▲

Average received per business day

18

Received Feb 2022

### Average number of business days from screening to grant

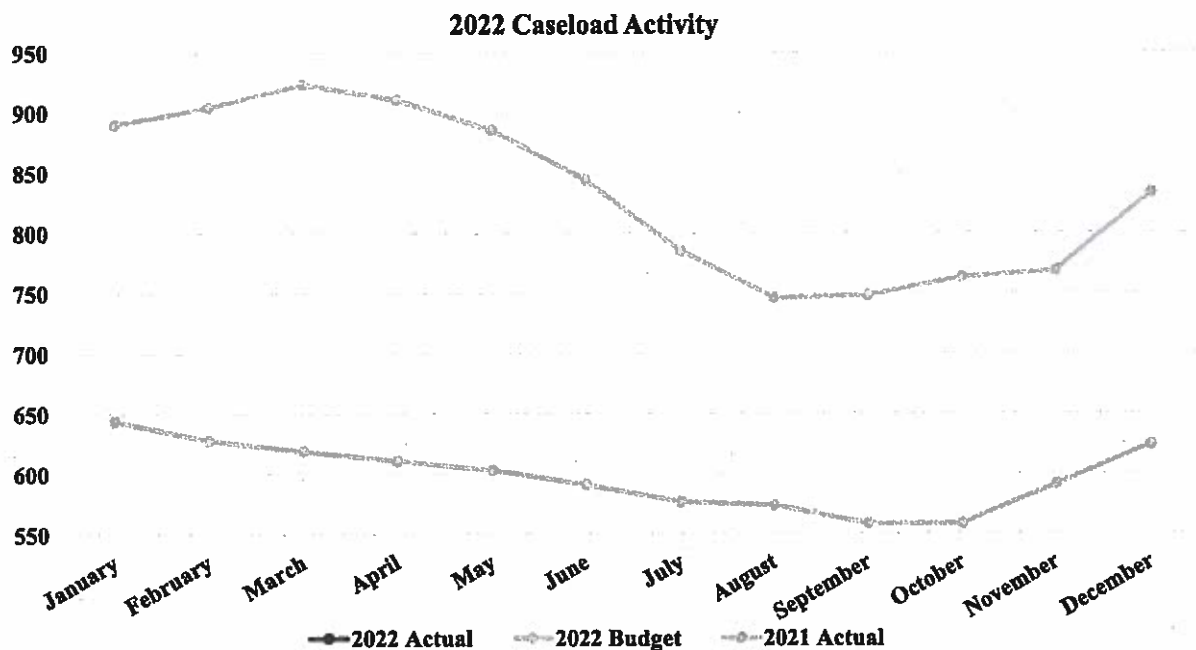
3.5 ▲

Ontario Works

3.0 ▼

Emergency Assistance

## Ontario Works Caseload



LEGEND	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 Actual												
2022 Budget	891	905	924	911	886	845	786	747	749	764	769	833
2021 Actual	644	628	619	611	603	591	577	574	559	559	591	624

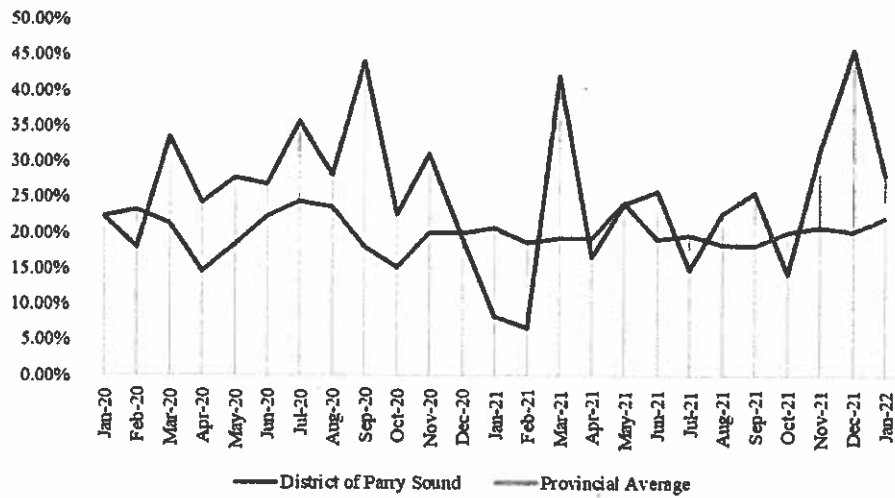
## MyBenefits

We now have **30.87 %** of the caseload registered with the MyBenefits web service.

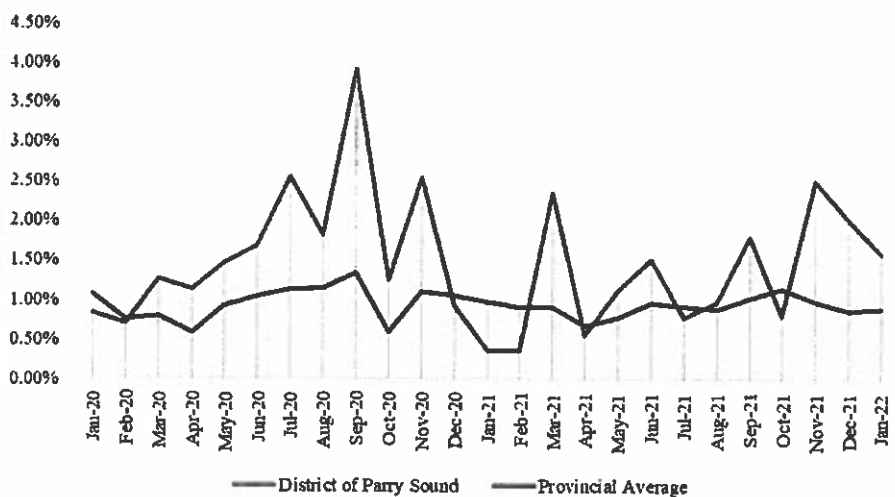


## Employment Assistance Performance Outcomes

**% of Closures Exiting to Employment**

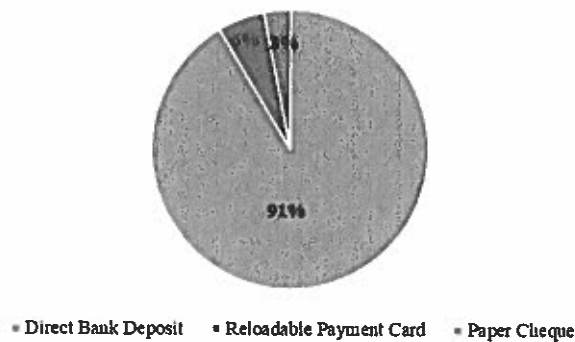


**% of Caseload Exiting to Employment**



## Direct Bank Deposit Enrollment

**Payment Receipt Method - January 2022**



## Homelessness Prevention Program - Community Relations Workers

For the month of January 2022

### Support

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

Income Source	East	West
Senior	4	5
ODSP	7	22
Ontario Works	3	9
Low Income	8	16

### 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.

Income Source	East	West
Senior	10	5
ODSP	7	20
Ontario Works	3	6
Low Income	4	9

### Contact/Referrals

	East	West	YTD
January			
Homeless	2	6	8
At Risk	0	9	9
Esprit Outreach	1	0	1
Program Total			18

### Short Term Housing Allowance

Month	Active	YTD
January	6	6

### Homelessness Prevention: Household Income Sources and Issuance from CHPI

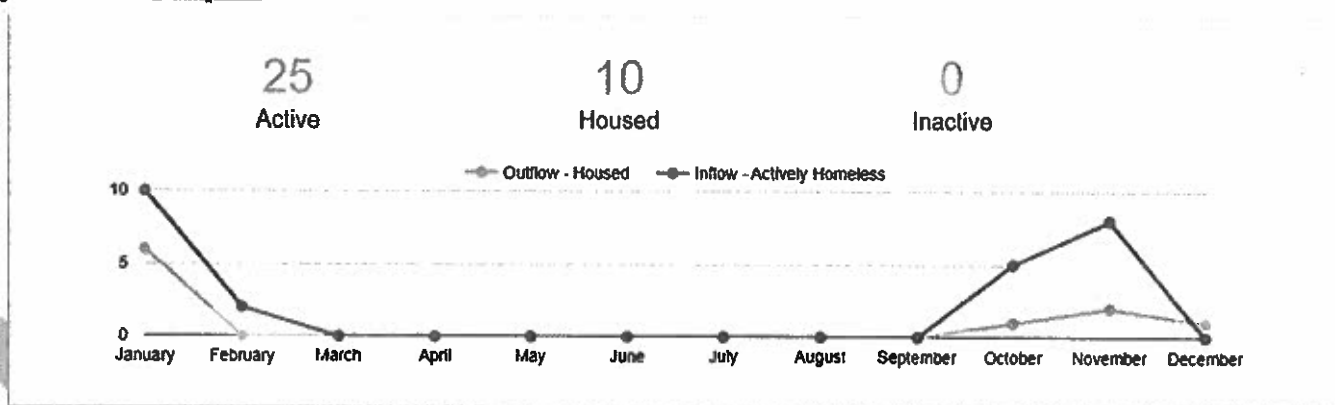
Income Source	Total	CHPI	Reason for Issue	Total
Senior	3	\$1,198.99	Rental Arrears	\$1,000.00
ODSP	13	\$9,612.90	Utilities/Firewood	\$6,614.94
			Transportation	\$24.00
			Food/Household/Misc.	\$7,392.82
			Emergency Housing	\$451.96
			Total	\$15,483.72

### Hotel Project

January 2022	Mid Town (Parry Sound)	Year-to-Date Total	Caswell (Sundridge)	Year-to-Date Total
Adults	18	18	5	5
Children	1	1	0	0
Total	19	19	5	5

\* This chart reflects the number of people who stayed in one of the hotel projects in the month of January

### By-Name List Report



A By-Name List is a real time list of all people experiencing homelessness in our community who would like to receive assistance to access housing services and supports. This is an ongoing process with people being added to the list as they connect or re-connect. The list was created through our enumeration process that took place in the Fall of 2021.

A people-centered approach to the By-Name List process will consider individual needs and promote safety, including cultural safety and cultural appropriate responses and practices. People and their experiences and stories are vital to conducting both enumeration (Point-in Time Count) and the By-Name

**Housing Programs Centralized Waitlist**

**Social Housing Centralized Waitlist Report - January 2022**

	East Parry Sound	West Parry Sound	Total
Seniors	22	98	120
Families	144	401	545
Individuals	407	218	625
Total	573	717	1,290
Total Waitlist Unduplicated			460

**Social Housing Centralized Waitlist (CWL) 2021 - 2022 Comparison**

**Applications and Households Housed from the CWL**

2021	New App	New SPP	Cancelled	Housed	SPP Housed	2022	New App	New SPP	Cancelled	Housed	SPP Housed
Jan	4		5	5	1	Jan	5			1	
Feb	12	3	3	2		Feb					
Mar	8		4	1	1	Mar					
Apr	9		6	1		Apr					
May	8	1	3	1		May					
June	8	1	4	1	1	June					
July	7			1		July					
Aug	9		1	2		Aug					
Sept	22		5			Sept					
Oct	16	1	6	1		Oct					
Nov	9		16	2		Nov					
Dec	9		2	2		Dec					
Total	121	6	55	19	3	Total	5			1	

SPP = Special Priority Applicant

- Five new applications added to the centralized waitlist to start the new year
- One applicant was housed in January

**Parry Sound District Housing Corporation**

**Activity for Tenant and Maintenance Services January 2022**

Action	Current	Year-To-Date
Move outs	3	3
Move ins	1	0
L1 Forms	0	0
N4 – notice of eviction for non payment of rent	1	1
N5 – notice of eviction for disturbing the quiet enjoyment of the other occupants	1	1
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	0
Repayment Agreements	7	7
No Trespass Order	0	0

**Tenant Services for January 2022**

Wellness Check-ins	43	Regular well-being check-ins with our most vulnerable tenants
Paramedicine	7	Wellness checks @ 7 buildings
Tenant Home Visits	2	Tenants requiring assistance with annual review packages, wellness checks, filing income tax, health & safety, life skills, service coordination
Tenant Education & Engagement	0	
Mediation/Conflict Resolution/Referrals	30	Tenant complaints, tenant vs. tenant conflict, referrals to outside agencies

**Maintenance for January 2022**

Pest Control	8	8 buildings monitored monthly
Vacant Units	10	family (6); single (4)
After Hours Calls	8	types of calls: alarm reset due to outage, leaking hot water tanks, heater repair, flooding, smoke detector battery replacement 5 staff participate in the weekly on call rotation
Fire Inspections	8	Monthly fire checks at 8 of 8 buildings and 1 fire drill
Incident Reports	0	

**Capital Projects - January 2022**

**Local Housing Corporation:**

- Awaiting completed breakdown of quote for the Roselawn drain repair from BL Rocheforts
- 22 B Mapleview deficiency walk through occurred January 28<sup>th</sup>; move in date of February 7<sup>th</sup> for CMHA Road to Recovery
- Preparation of specs for William St./Addie St. canopies and decking

**DSSAB Buildings:**

- Secured Housing Services Corporation for project management of the Esprit expansion
- Esprit expansion: preliminary drawing discussions and walk through with Marcus Wheeler from Bertrand Wheeler Architecture Inc.

**Current Challenge**

Difficulty securing contractors/labourers as well as materials since they are often backordered. Obtaining quotes, as per our Procurement Policy, from contractors is presenting a challenge.

We continue to complete capital projects; however, this is taking longer then typically expected.

**Esprit Place Family Resource Centre**

<b>Emergency Shelter Services</b>	<b>January 2022</b>	<b>Year-to-Date</b>
Number of women who stayed in shelter this month (may be duplicated within the month or year)	7	7  Number of women who stayed in the shelter this year who were unique to the shelter (unduplicated)
Number of children who stayed in the shelter	1	1
Direct service hours to women (shelter & counselling)	58	58
Resident bed nights (women & children)	192	192
Occupancy rate	31%	31%
Days at capacity	0 (COVID capacity)	12
Days over-capacity	0	0
Phone interactions (crisis/ support)	42	42

**Outreach Services**

	<b>January 2022</b>	<b>Year-to-Date</b>
Number of women served this month	12	12
Number of women registered in the program	14	14

**Transitional Support**

	<b>January 2022</b>	<b>Year-to-Date</b>
Number of women served this month	2	2
Number of new women registered in the program	2	2

**Child Witness Program**

	January 2022	Year-to-Date
Number of children served this month	16	16
Number of children registered in the program	17	17
Number of public ed/groups offered	0	0



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**The Golden Sunshine Municipal Non-Profit Housing Corporation  
Minutes of the Board of Directors Meeting  
2022-2**

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**Tuesday February 15, 2022**

A regular meeting of the Golden Sunshine Municipal Non-Profit Housing Corporation board was held on Tuesday February 15, 2022.

**Present:** Dave Britton, Doug Walli, Bernadette Kerr, Debbie Piekarski, Zigmas Rybij, Amber McIsaac

**Regrets:** Shelley Nickerson

**1. Call to order**

**Resolution No. 2022-09–** Moved by Zigmas, seconded by Doug that the meeting was called to order at 9:25 a.m. Carried

**2. Additions to Agenda – New Business A) Parking Fees, added by Zigmas**

**3. Approval of the Agenda**

**Resolution No. 2022-10–** Moved by Debbie, seconded by Bernadette that the agenda be adopted as presented with the following addition; Parking Fees added under New Business. Carried

**4. Conflict of Interest Disclosure – No conflict of interest**

**5. Approval of the Minutes from January 25, 2022 board meeting**

**Resolution No. 2022-11–** Moved by Doug seconded by Zigmas that the minutes from the Board meeting on January 25, 2022 are adopted as presented. Carried

**6. Business arising**

**a) Budget**

**Resolution No. 2022-12–** Moved by Bernadette, seconded by Debbie, the GSMNP board approves the budget for 2022 as presented.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	8-3

Annual funding from the DSSAB was received and updated account balances were given to the board members. Automatic doors were installed at the entrance of the building. Powassan Drug Mart provided all the tenants with covid 19 rapid antigen tests. Amber ordered the mail box from Jim's locksmithing but it will take 3-4 months before it arrives. Cleaners vacation pay was increased from 4% to 6% as she has been with the GSMNP for 6 years and this change is required according to the Employment Standards Act.

Dave would like the administrative handbook completed by June. Amber and Debbie advised that should not be a problem and will schedule to meet in March.

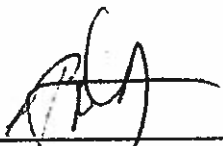
**b) Financial Report –**

**Resolution No. 2022-14–** Moved by Zigmas, seconded by Doug that the board approves the January 2022 financials that were presented. Carried

**9. Next Board Meeting - Tuesday March 22, 2022 in the Common Room @ 9:30am**

**10. Adjournment**

**Resolution No. 2022-15–** Moved by Doug, seconded by Bernadette that the board meeting be adjourned at 10:45. Carried

  
\_\_\_\_\_  
President, Dave Britton  
\_\_\_\_\_  
Property Manager, Amber McIsaac



NORTH BAY - MATTAWA  
**CONSERVATION  
AUTHORITY**  
1972-2022 | 50 Years of Conservation

March 24, 2022

Maureen Lang  
Clerk Treasurer  
Municipality of Powassan  
250 Clark Street  
Box 250  
Powassan, Ontario P0H 1Z0

Dear Ms. Lang:

Re: NBMCA 2022 Budget

For the year 2022, the North Bay – Mattawa Conservation Authority Board of Directors has established a Levy of \$1,458,589.00 for its activities. As required by section 27(C) of the Conservation Authorities Act, 1993, you are hereby notified that the portion of this Levy chargeable to your Municipality is \$ 329.00 This Levy is broken down into two categories:

Operations Levy for a total of \$180.00 and;  
Capital Levy for a total of \$149.00.

The budget also included an ongoing Laurentian Ski Hill and Snowboarding Club fixed asset funding ask. The ask amount for your municipality is \$25.00.

Please find enclosed a 2022 Budget Overview, which includes the Levy Apportionment for all member municipalities in 2022. Your member Dave Britton has received a complete copy of the 2022 budget, and the complete budget will be appended to the minutes of the March 23, 2022 NBMCA members meeting.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	8-4

Attached you will find invoices for the above mentioned amounts. Your early remittance of this levy would be appreciated, and if further information or clarification is required, please do not hesitate to contact me at 705-474-5420.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Tayler". The signature is fluid and cursive, with the first name "Brian" and last name "Tayler" clearly distinguishable.

Brian Tayler  
Chief Administrative Officer  
Secretary – Treasurer

/rm

/Encl.

c.c. Dave Britton



NORTH BAY - MATTAWA  
**CONSERVATION  
AUTHORITY**  
1972-2022 | 50 Years of Conservation

# 2022 BUDGET

**Date: March 10, 2022**

**Brian Tayler**  
Chief Administrative  
Officer Secretary  
Treasurer

**Helen Cunningham**  
Manager, Finance and  
Human Resources

## **Budget Overview for 2022**

### **Background**

The province has gone through three rounds of updating the Conservation Authorities Act, once in 2017, another in 2019 and again in 2020. The updates have set the stage for new regulations and policies to modify how Conservation Authorities go about their business, including the method of establishing budgets and raising funds. The province, Conservation Authorities, municipalities and the broader stakeholder community are in the process of putting the details to define what the changes will be, this process is ongoing. As was the case in 2021, NBMCA finds itself in a period of transition, relying on current regulations and policies but knowing these will change. The 2022 Budget was developed and influenced in part by recognizing the NBMCA will need to transition to a revised business framework.

After Member approval of the 2019 Budget and well into the operating season NBMCA received notice of a reduction (\$125,025) in the provincial transfer payment from the Ministry of Natural Resources and Forestry (MNRF). The transfer payment reduction affected core eligible funds in the budget for natural hazard management and operations programs. In response the Members approved measures to reduce the implications of the cuts by revising the annual work plan. These measures are continuing with to 2022 Budget.

The draft 2022 Budget anticipates the reductions experienced in 2019 will remain in effect. The Budget further anticipates no additional reductions in transfer payment. If this is not the case the budget will require revisions.

Another provincial decision requiring attention in the 2022 Budget is a revision to funding guidelines in the Source Water Protection (SWP) program from the Ministry of Environment Conservation and Parks. In particular, funding available for administrative support to NBMCA has been reduced. The SWP budget includes a modest staff reduction in the program for 2022 as work plan activities change.

The NBMCA 2022 Budget draft includes a 3% increase in operating levy to municipalities, meeting the target the Members set for staff in October 2021.

The 2022 Budget draft relies on the use of deferred revenue from previous years. This occurs in most years to meet commitments made to undertake activities. The deferred revenue falls into three categories:

1. Committed projects spanning multiple years;
2. Programs funded on a different fiscal year, usually provincial or federal initiatives; and
3. Planned activities that for various circumstances were not completed in the year budgeted.

There is a potential issue with relying on these funds going forward as the funds in some instances should not be seen as sustainable on a multi-year basis. This must be examined in the coming year as part of the NBMCA transitioning process.

A reduction in the NBMCA staff compliment by 3.16 FTE occurred in the 2020 Budget. In 2022 the FTE compliment will be up by 1.75 from 2021 by bringing back in monitoring activities and additional septic program staff.

## **Budget Overview for 2022**

The 2022 Budget draft has a modest decrease in overall expenditures. This is largely due to projected and ongoing increases in fees due to volume of the development in the watershed.

The following provides an overview of the program activities and budget requirements to support initiatives of the North Bay Mattawa Conservation Authority in 2022 and a Capital Forecast through to 2031.

### **Strategic Directions**

In 2013, the Members and staff updated NBMCA's five-year Strategic Plan. The strategic objectives within *2014-2018 Building on the Past – Preparing for the Future* require, to varying degrees, annual budget adjustments. While there remains initiatives to be undertaken going forward the strategy ended in 2020 and a new strategy was planned for the 2021. Completing a new strategy in 2021 was initiated but not completed due to COVID, changes to the CA Act and new Regulations that are still being rolled out. The strategy should be completed in 2022. Funds are in the budget to complete this work.

### **Budget Structure**

This budget report provides an overview of major budget related initiatives for 2022. In addition to revenue and expense details for each program area, this report outlines funding assumptions and sources where applicable.

### **Expenditure Types**

The budget report is organized into program and service divisions according to primary funding sources:

- 1) Core Eligible Programs – these activities are eligible, in part, for provincial transfer payment.
- 2) Core Programs – these activities are core services of the NBMCA, but do not qualify for provincial transfer payment.
- 3) Capital – these are new, replacement or major repair construction projects having a defined timeframe and are funded from a variety of sources. There could be provincial transfer payments
- 4) Studies and Special Projects – these activities generally relate to information gathering, research or planning in support of NBMCA's programs.

### **Budget Overview**

To aid in the understanding of selected program budgets and the approaches used by management to prepare the 2020 Budget draft, the following information is provided:

#### **A) Banking and Borrowing:**

In 2017 the NBMCA entered into a first five year term on a 25-year TD loan. Payments during the 2020 made at an interest rate 2.59% resulted in the loan principal being reduced

## Budget Overview for 2022

from approximately \$593,870 to \$572,994. Generated operating revenues fund loan interest. Accumulated surplus funds principal.

Currently NBMCA has a \$300,000 line of credit which can be used to bridge periods of tight cash flow when levies, grants and transfer payments have yet to arrive. There have been few instances over the last several years of accessing the line.

### **B) Staff Compensation:**

NBMCA has established an effective staff performance management program. To maintain the program, pay equity review, market comparator and job description adjustments are due and included in the budget. The program will continue for 2022 resulting in some staff receiving a merit-based step increase and all contract and salaried staff receiving a cost-of-living increase of 3%. Less than the CPI of 4.7%, as of November 2021. This a deviation from our past practices of covering CPI.

### **C) Levy Apportionment for Operating:**

As noted in the background section, an average 3% increase in operating levy is recommended. As directed by Ontario Regulation 670/00, the levy will be apportioned to member municipalities using a Modified Current Value Assessment calculation. This might result in changes to the levy for individual member municipalities slightly higher or lower than the average.

### **D) Use of Deferred and Surpluses:**

Where appropriate, the 2022 Budget accesses deferred revenue, surpluses from previous years. This occurs to recognize initiatives are multi-year in scope or activities funded by others using a different fiscal year than NBMCA. The use of these funds for current year is as follows:

<b>Use of Surplus and Carry Over Funds</b>	<b>Surplus</b>	<b>Deferred</b>
<b>Expense</b>		
Lands and Property Capital for Conservation Areas/Trails		250,000
WECI		538,002
Section 28 Technical		25,239
NBMCA Integrated Watershed Management		37,930
Central Services		29,610
Ice Management		2,000
Loan Principal (estimate – not included in operating)	21816	



## Budget Overview for 2022

### **E) Reserves and Deferred Accounts as of 2021 Year End (unaudited):**

The 2022 Budget draft doesn't include the use of Reserves at preparation. The following are the status of the NBMCA Reserve Accounts:

<b>Reserve and Deferred Accounts</b>	<b>Amount</b>
Lands Capital/Acquisition	297,868
OBC	587,828
Ski Hill Operating	84,592
Ski Hill Capital	298,043
<b>Total Reserves</b>	<b>1,268,331</b>

### **F) Fees:**

Legislation permits the charging of fees to recover costs associated with administering and delivering various programs of the NBMCA. In 2021, revenue from permitting fees exceeded budget projections by close to \$200,000.

To provide consistency and some certainty in revenues, the Authority Members have directed staff to annually increase fees at the rate of inflation as determined by the Consumer Price Index. In 2022 staff is recommending fee adjustments of 5.0 % based on November 2021 annual rate change in the CP for the Section 28 Regulations Program. Staff are not recommending a fee increase for the On-site Sewage System Program. The reserve for the program is healthy and does not support the need for a fee increase. The Fee Schedule for the Section 28 Program (DIA) 2022 is found in the last section of this report.

The fees for Watershed Planning have been negotiated with our municipal partners and are working well. Many of these fees are indexed with municipal planning fees and the NBMCA fee changes when the municipal fees change.

### **G) Source Water Protection:**

The drinking water source protection program is fully funded by the province. The program originated with the Justice O'Connor's Report on the Walkerton drinking water tragedy in which he recommended a watershed-based approach to protection of sources of drinking water.

Subject to approval of NBMCA's 2022 and 2023 business plan submission to the Ministry of Environment, Conservation and Parks, the province has indicated they will fund NBMCA for the following activities: implementation of information management, monitoring and reporting work; assisting municipalities; and MOECC defined cyclical activities such as science or research. There is some uncertainty about at what level or how the new government will view the NBMCA business plan submission and when it will be approved. It is hoped the plan will be approved early in the second quarter of the year. As noted in the background section of this report, staff anticipates the transfer payment will be slightly

## **Budget Overview for 2022**

less this year than last. Staff has made accommodation in the budget in anticipation of the reduction if this were to occur. If the transfer payment is different than anticipated, in-year budget adjustments will be required.

### **H) Asset Purchases:**

In 2009 the NBMCA and other public sector organizations adopted Section 3150, Tangible Capital Assets of the Public Sector Accounting Handbook. This change resulted in the disclosure of information on major categories of tangible capital assets and amortization of these assets in the audited financial statements. The details on how this was undertaken is described in the Board approved NBMCA Tangible Capital Asset Policy (TCAP).

As a result of the TCAP, it is the practice of NBMCA to pay for and record acquisition of capital assets as follows:

Use of a **one-time cost recovery** method. This is accomplished by budgeting for the acquisition of the asset in the year it is acquired. This cost recovery method is typically used when NBMCA is constructing a facility, such as a building, flood and erosion control works, or purchasing a large piece of equipment.

Use of a **cost recovery over time** method. This is accomplished by budgeting for the acquisition of an asset over its defined lifetime in years. Annual budgets include expenditures in the form of "internal leases" that are equal to the depreciation rate or life span of the asset. Typically this method is best suited for smaller capital items with shorter life spans that are replaced on a regular basis such as vehicles, computers, plotters and so on.

The 2022 budget includes both methods of capital acquisition. The cost recovery over time method is being used to purchase one replacement vehicle and a new server.

The use of the one-time cost recovery method is part of the capital and special projects program budgets.

### **Capital and Special Projects Budget Projections**

The Capital and Special Projects Budget provides funding to complete capital infrastructure, comprehensive planning and technical products core to the NBMCA's mandate. This budget has been guided annually by a ten year capital forecast. Both this year's recommended expenditures and the ten year forecast form part of this report.

### **A) Lands and Properties Capital:**

In 2008 NBMCA staff provided an analysis of the condition of infrastructure within the NBMCA's conservation areas and NBMCA Trails. This analysis showed the condition of many of the structures and facilities on the NBMCA property were in poor condition, resulting in concerns over site safety and visitor enjoyment. The analysis further recommended a multi-year capital program to bring facilities to standard and to keep them that way. Asset quality and condition assessments are a critical part of this program. With the implementation of this initiative staff are reporting the conservation areas and trails are being well maintained, repaired and improved.

## **Budget Overview for 2022**

Included in the 2022 Budget and into future years are municipal funds to help with major capital upkeep of ski hill assets owned by NBMCA. The assets are critical to the success of the ski hill operator to provide snow sports to the watershed communities. These funds are not levied. At the time of writing the budget, many municipalities had confirmed participation; dialogue with the others is ongoing. The funds being sought annually are \$65,000.

### **B) Watershed and Erosion Control Infrastructure (WECI):**

The province of Ontario has committed to provide 50% funding on a priority basis for major maintenance, capital and/or studies on existing erosion control and flood control infrastructure. As noted previously the commitment is part of the overall provincial review underway.

In 2019, implementation of Chippewa Creek Erosion Control Study and Inventory continued using both municipal and provincial funds. The Class Environmental Assessment for the Chippewa Creek Channel at Oak Street in North Bay was completed in early 2019. The contract was awarded for the work in 2020 and Plans are underway to complete the final Phase of the project during the spring and summer of 2022.

### **C) Central Services**

This category of expense includes ongoing capital requirements for commonly used buildings, equipment and services that cannot be funded through operations. It does not include such items as computers and vehicles as these are funded through operations using cash surpluses or the operating line to fund the initial purchases.

The 2022 Budget includes expenses on several items including:

Program Fee Review;  
NBMCA Strategy;  
Health and safety ergonomic review and training;  
Website support; and  
IT support from the City of North Bay and software licensing.

### **D) Integrated Watershed Management**

Identified as a major strategic priority, NBMCA is designing a program to implement watershed and subwatershed studies or plans.

In 2015 the NBMCA Integrated Watershed Management Strategy was completed and approved by the Board of Directors. The strategy sets out and prioritizes initiatives that will lead to integrated actions to better the management, research, monitoring, decision making, planning and development of NBMCA's twenty sub-watersheds and shoreline reaches.

In 2022, continued work on hazard and natural heritage data collection and management will continue, monitoring of area lakes and waterways will be ongoing, large scale hydrologic analysis will continue and discussions on a Mattawa Hazard Risk Assessment will be initiated. With changes to the CA Act and pending revisions to some of our regulations revision to the planning and DIA regulations policies remains a priority.

## **Budget Overview for 2022**

### **E) Section 28 Regulation**

The Board approved a Regulation and Policy Development Report that detailed the need for ongoing capital funding for the regulation program. The continued need for this effort was confirmed and clarified through the Integrated Watershed Management Strategy. Briefly the Section 28 Regulation project strives to provide:

- Comprehensive reviews of our existing technical data related to hazard land and watershed planning programs resulting in the implementation of a work plan to manage the NBMCA's technical data needs. Chippewa, Parks and Jessops Creek floodplain mapping will be finalized in 2022. The La Vase River floodplain mapping project will be initiated this year subject to provincial funding.
- Development, interpretation and refinement of policies on interference, alteration and development in and around wetlands, dynamic beaches, waterfronts, floodplains, valleylands, steep slopes and unstable soils. Many of these policies are framed around the technical knowledge and interpretation of data by a Water Resources Engineer.
- Implementation of Ontario Regulation 177/06 (*Development, Interference with Wetlands & Alteration to Shorelines & Watercourses*). In part this work involves the generation of engineered maps that provide hazard land details are described as *schedules* in the regulation. These maps are often derived through analytical processes and modeling, using software the NBMCA has in house to determine natural feature and hazard land limits. As noted Chippewa Creek, Parks Creek, Jessups Creek and the La Vase River regulations will need to be updated for East Ferris and North Bay. Portable flow gauges will be placed in creeks in the Municipality of Callander to provide future floodplain mapping and improved flood forecasting.
- Provision of advice on and responses to development inquiries and permit applications in a timely manner. Technically challenging applications or proposals brought to NBMCA require the expertise of a Water Resources Engineer. In the past, staff have handed these files by relying on external engineering services for technical advice. While this practice could continue, the reality is that finding the services of an engineer in a timely and cost effective manner is not always possible resulting in delays to the proponent.

### **F) Outreach**

As previously reported, a community partnership project with the North Bay Indigenous Friendship Centre has been initiated and funding has been received. The "Miskwaadesi Project" involves the creation of a turtle shaped petroform regarded as a symbol of mother earth by many Indigenous peoples. This place of resting, contemplation and celebration will be located along the Chippewa Creek EcoPath in the North Bay.

The project will be completed in 2022.

## **Budget Overview for 2022**

### **G) Areas of Increased Cost**

The onset of COVID has resulted in additional costs in the budget as follows:

Purchase on PPE and implementation of health and safety procedures: Purchase of additional tablets/computers for staff to perform work more efficiently in the field as they work from home including Software support: and Insurance costs have been projected to increase by 10% this year due to COVID. In total these costs are in the range of \$30,000.00 and are managed within the current funding parameters as set by the Board in October.

Other considerations in the budget are the increased cost for gasoline. The budget includes a projected for 40% increase from 2021.

# 2022 BUDGET

## Revenue Sources & Budget Summary

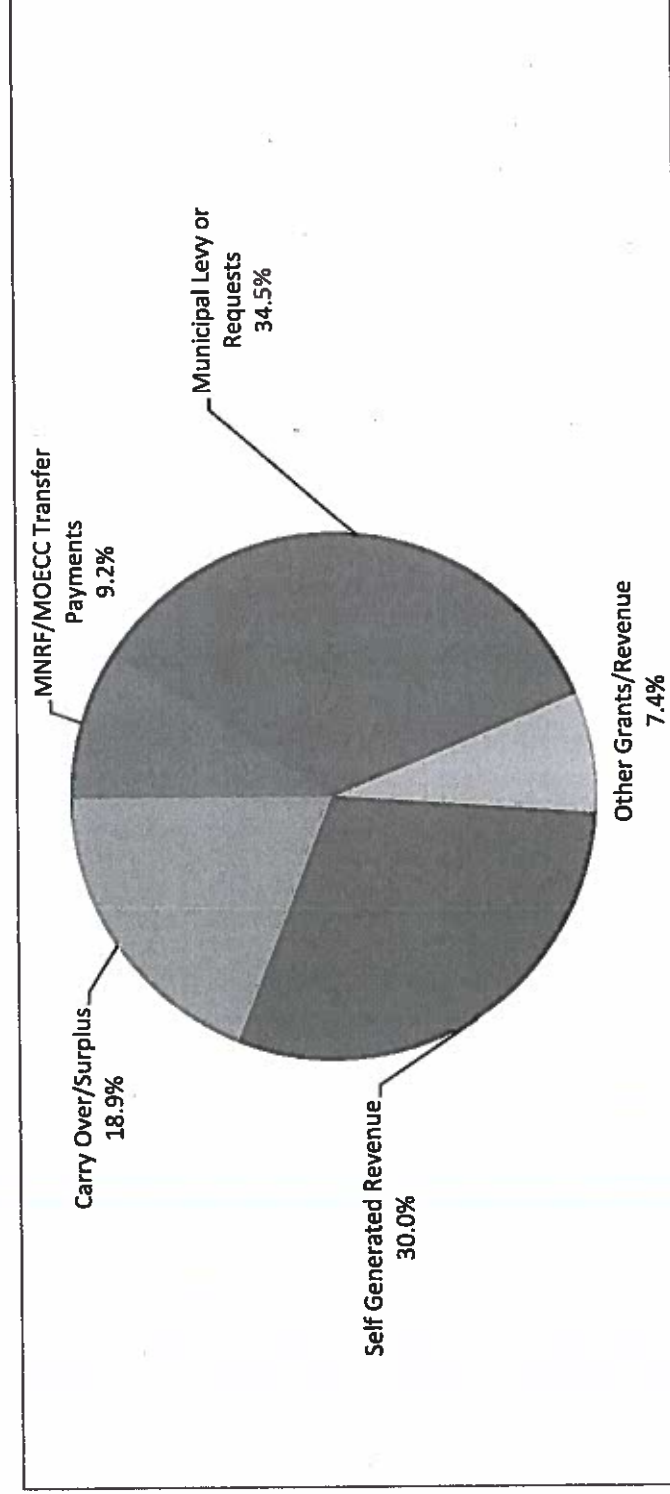
**North Bay Mattawa Conservation Authority  
2022 Program Service  
Budget Summary with Comparisons to 2021**

	2021 Revised Final Budget	2022 Budget
<b><u>Operations</u></b>		
<b>Grant Eligible Core Activities</b>		
Administration	290,041	295,568
Watershed Planning	108,528	123,500
Flood Control	140,837	143,735
Erosion Control	58,150	59,380
Flood Forecasting	98,905	100,951
Ice Management	10,854	11,078
Source Protection Planning	205,209	196,685
<b>Subtotal</b>	<b>912,524</b>	<b>930,897</b>
<b>Conservation Authority Core Activities</b>		
On-site Sewage Systems Program	865,040	1,063,896
Section 28 Regulations	53,150	56,804
Water Quality	9,710	9,851
Outreach	33,135	176,749
Interpretive Centre	198,050	198,050
Lands and Property Operations	109,816	112,945
<b>Subtotal</b>	<b>1,268,901</b>	<b>1,618,295</b>
<b><u>Projects, Studies and Capital</u></b>		
<b>Capital Projects</b>		
Lands and Property Capital - CA's/Trails	400,731	522,750
WECL	888,729	708,002
Central Services	62,916	86,860
<b>Subtotal</b>	<b>1,352,376</b>	<b>1,317,612</b>
<b>Studies &amp; Special Projects</b>		
Section 28 Technical Project	318,186	298,189
Integrated Watershed Management Strategy	360,655	369,430
Stewardship	0	0
Laurentian Ski Hill Operating Fund Request	60,000	60,000
Laurentian Ski Hill Capital Asset Request	65,000	65,000
<b>Subtotal</b>	<b>803,841</b>	<b>792,619</b>
<b>NBMCA Budget Total</b>	<b>4,337,642</b>	<b>4,659,423</b>

# North Bay-Mattawa Conservation Authority: 2022 Budget

## Revenue Sources From All Sources:

Source	Amount	%
MNRF/MOECC Transfer Payments	427,675	9.2
Municipal Levy or Requests	1,608,403	34.5
Other Grants/Revenue	344,160	7.4
Self Generated Revenue	1,396,365	30.0
Carry Over/Surplus	882,820	18.9
	<b>4,659,423</b>	<b>Total Revenue</b>





# **North Bay-Mattawa Conservation Authority** **Levy Apportionment - 2022** **Budget**

Municipality	Area % within the CA	Modified CVA Based Apportionment Percentage	Total 2021 Contribution	Total 2022 Operating Levy*	2022 Benefitting Levy for Capital**	2022 General Capital Levy	Total 2022 Capital Levy	Total 2022 Levy	Change in Levy from 2021 to 2022	Ski Hill Non Levy 2021 Fixed Asset Funding Request***	Ski Hill Non Levy 2021 Operating Funding Request****	Total for Each Participating Municipality
Bonfield	100	3.4234	28,480	16,311	0	12,671	12,671	28,982	502	2,033	0	31,015
Calvin	100	1.2463	10,368	5,938	0	4,613	4,613	10,551	183	728	0	11,279
Chisholm	94	1.4660	12,196	6,985	0	5,426	5,426	12,411	215	886	0	13,297
East Ferris	83	6.2265	51,800	29,666	0	23,046	23,046	52,712	912	3,866	0	56,578
Mattawa	71	0.9892	8,229	4,713	0	3,661	3,661	8,374	145	745	0	9,119
Mattawan	19	0.0631	525	301	0	234	234	534	9	35	0	569
North Bay	100	79.2350	1,285,828	377,518	605,000	293,265	898,265	1,275,783	-10,045	51,994	60,000	1,327,777
Papineau-Cameron	35	0.8009	6,663	3,816	0	2,964	2,964	6,780	117	499	0	7,279
Callander	100	6.5108	54,165	31,021	0	24,098	24,098	55,119	954	4,189	0	59,308
Powassan	1	0.0403	335	180	0	149	149	329	-6	25	0	354
<b>TOTALS</b>		<b>100</b>	<b>1,458,589</b>	<b>476,453</b>	<b>605,000</b>	<b>401,950</b>	<b>1,006,950</b>	<b>1,483,403</b>	<b>-7,014</b>	<b>65,000</b>	<b>60,000</b>	

\* The Operating Levy has been calculated by attributing costs based on apportionment percentage provided by the province.

\*\* The Benefitting Capital Levy will fund Chippewa Creek the Oak St. Channel Repair, Flood Plain Mapping and Multi-Use Trail Upgrade.

\*\*\* The General Capital Levy is for works in conservation areas and on trails, DIA Regulation implementation and Watershed Management Strategy initiatives.

\*\*\*\* The "Request" funds are required by the NBMCA for major upkeep of the fixed capital assets on Laurentian Ski Hill. These Conservation Authority owned assets are to be kept functional for the ski hill operator. These funds are not a levy to the member municipalities.

\*\*\*\*\* The ski hill operating fund "Request" is provided to the Conservation Authority from the City of North Bay to assist when needed the operation of the ski hill.

For the purpose of approving the 2022 Budget, the Conservation Authority will assume that the Ministry of Natural Resources Transfer Payment will remain at the same reduced level from 2019 for eligible CA activities. Using this assumption the Members of the North Bay-Mattawa Conservation Authority will be considering for approval a matching levy to member municipalities of \$133,490 and a non-matching levy of \$1,349,913 as part of the 2022 Budget.



NORTH BAY - MATTAWA  
CONSERVATION  
AUTHORITY  
1972-2022 | 50 Years of Conservation

# 2022 BUDGET

## Section 28 Development, Interference and Alteration Permitting Fees



## Fee Schedule

Development, Interference with Wetlands and Alterations to  
Shorelines and Watercourses (O. Reg. 177/06)

### Schedule C – Program Fees Effective April 1, 2022

Under Section 28 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27

Application Type (and typical description)	Fee
<b>Major Projects</b> Includes multiple residential units/blocks <sup>1</sup> , institutional commercial buildings greater than 464 m <sup>2</sup> (5,000 ft <sup>2</sup> ), new or replacement infrastructure (bridges, culverts and utility crossings) greater than 25 m (82 ft) in width of excavation and stormwater management ponds/cells, fill activity greater than 2,000 m <sup>3</sup> (2,616 yd <sup>3</sup> ), grading greater than 1 ha (2.5 acres), channelization/shoreline alterations greater than 500 m (1640 ft).	\$1,290.00
<b>Large Projects</b> Any new residential dwelling, or new institutional/commercial building less than or equal to 464 m <sup>2</sup> (5,000 ft <sup>2</sup> ), residential additions/ reconstruction/basements greater than 92.9 m <sup>2</sup> (1,000 ft <sup>2</sup> ), new or replacement infrastructure (bridges, culverts, utility crossings) 5 to 25 m (16 to 82 ft) in width of excavation, fill activity 500 to 2,000 m <sup>3</sup> (654 to 2616 yd <sup>3</sup> ); grading 0.5 to 1.0 ha (1.2 to 2.5 acres); shoreline alterations 50 to 500 m (164 to 1640 m), channel maintenance** greater than 200 m (656 ft) in length and similar.	\$915.00
<b>Standard Projects</b> Additions, reconstruction, auxiliary buildings and structures less than or equal to 92.9 m <sup>2</sup> (1,000 ft <sup>2</sup> ), foundation (crawl space or piers) replacement/reconstruction, new or replacement infrastructure (bridges, culverts, utility crossings) less than 5 m (less than 16 ft) in width of excavation, fill activity 100 to 500 m <sup>3</sup> (131 to 654 yd <sup>3</sup> ), grading up to 0.5 ha (1.2 acres), channelization/ shoreline alterations less than 50 m (164 ft) in length, docks and boathouses - new construction, modifications, or extensions with lake bed contact area greater than 15 m <sup>2</sup> , channel maintenance** less than or equal to 200 m (656 ft) in length and similar.	\$465.00
<b>Small Projects</b> Auxiliary <sup>2</sup> buildings and structures less than 20 m <sup>2</sup> (215 ft <sup>2</sup> ), additions with a total gross floor area less than 20 m <sup>2</sup> (215 ft <sup>2</sup> ), fill activity less than 100 m <sup>3</sup> (131 yd <sup>3</sup> ), docks and boathouses – new construction, modifications, or extensions with lakebed contact area less than or equal to 15 m <sup>2</sup> and similar.	\$200.00
<b>Revisions</b> Applications which are modified or amended following approval; overall scope of project remains the same (also includes review of modifications to previously reviewed sediment and erosion control plans).	50% of base permit application fee
<b>Permit Extensions</b> If the CA has granted permission for an initial period that is less than the applicable maximum allowable, an extension may be granted.	\$80.00
<b>Review of Applications Retroactive to Project Commencement (Violations)</b>	100% surcharge of base permit fee
<b>Refund Policy</b> For a withdrawn application prior to a site inspection being conducted: <ul style="list-style-type: none"><li>• Application processed— no inspection conducted</li><li>• Fees are non-refundable once a site inspection has been conducted.</li></ul>	Refund 75% application fee
<b>Property Inquiries</b> For <u>written</u> responses to legal, real estate and related financial inquiries by landowners or others on their behalf. <ul style="list-style-type: none"><li>• Written response without a site inspection</li><li>• With a site inspection (Development Regulations Only)</li><li>• With a site inspection (Development Regulations and Sewage Systems Combined)</li></ul>	\$155.00 \$260.00 \$510.00

The above permit fees shall include a maximum of 1 pre-consultation meeting and 3 site visits. Where a permit application requires additional site visits or consultations, the NBMCA reserves the right to charge additional fees. All fees are payable at the time the application is submitted.

Permits for multiple residential units/blocks may be issued for a maximum 60 months. All other permits may be issued for maximum 24 months.

Auxiliary buildings or structures shall include sheds, on-land retaining walls, gazebos, decks, etc. which are non-habitable.

\*\* Maintenance shall mean no change in size, location or shape.

Fill Activity – includes the placement, removal or grading of fill material of any kind whether it originated on the site or elsewhere.

# **2022 BUDGET**

## **Ten Year Capital Forecast**

**NBMCA Capital  
Levy Forecast  
For the Ten Year Period of 2022 to 2031  
For Member Municipalities**

**CAPITAL PROGRAM & SERVICE AREA**

YEARS	CA Lands/Trails		WECI		Central Services		IVM		Section 28 Technical		Total Benefiting	Total Non-Benefiting	Ski Hill Assets Request (Not a Levy)	Total
	Benefiting	Non-Benefiting	Benefiting	Non-Benefiting	Benefiting	Non-Benefiting	Benefiting	Non-Benefiting	Benefiting	Non-Benefiting				
2021	144655	127750	182000	0	0	0	52416	300000	40665	0	149300	626655	65000	1,061,786
2022	145000	127750	170000	0	0	0	57250	290000	41500	0	175450	605000	65000	1,071,950
2023	146375	128000	162943	0	0	0	54513	295000	42310	0	158750	604318	65000	1,052,891
2024	148000	128500	166197	0	0	0	55603	297500	43150	0	161925	611697	65000	1,065,875
2025	149000	128500	169523	0	0	0	56715	297500	44015	0	165160	615023	65000	1,074,413
2026	150000	129500	174822	0	0	0	57849	297500	44890	0	168460	622422	65000	1,088,121
2027	152250	130000	176372	0	0	0	59006	302000	45790	0	171800	630622	65000	1,102,218
2028	153400	132000	176372	0	0	0	60186	302500	46700	0	175240	632272	65000	1,111,398
2029	154750	133500	176372	0	0	0	61390	302500	47635	0	178750	633622	65000	1,119,897
2030	155000	134250	179900	0	0	0	61390	305000	48590	0	178745	639900	65000	1,127,875
2031	160000	136450	179900	0	0	0	62618	305000	48590	0	182325	644900	65000	1,139,883
Initial Levy		272,750		170,000			57,250		331,500		175,450			

Last Year (2021)  
Current Year (2022)

**Descriptions:**

CA Lands/Trails

WECI

Central Services

Integrated Watershed Management

Section 28 Regulations

Ski Hill Assets

Activities in support of safe public access and use of CA owned properties including such things as trails, boardwalks, bridges, picnic tables, buildings, washrooms, signage, parking lots, roads and land acquisition. In 2022 a significant item is the repair of the Interpretive Centre Tower deck, railings, fascia and soffit.

Activities to support major maintenance and capital improvements or repair to water and erosion control structures. This may include studies related to these works. In 2020 the Chipewa Creek at Oak Street project started and will be complete in 2022.

Capital or major maintenance in support of workshops, buildings, large vehicles and other types of infrastructure or equipment required as part of the overall CA program

Planning, technical studies and monitoring activities to determine types of hazard or natural heritage lands that the CA is responsible for managing or regulating including floodplain mapping, and watershed planning projects. In 2022 initiation of floodplain mapping for La Vase River and gauging equipment initially to be used in Cellander.

Expenses related to the implementation of the DIA regulations of the conservation authority. In 2022 work will be initiated for the Town of Mattawa Hazard Risk Assessment.

For Improvement, Major Repair or Replacement of CA Owned Ski Hill Assets - not a levy



# Invoice

Invoice To

MUNICIPALITY OF POWASSAN  
466 King Street  
P.O. Box 250  
Powassan, ON P0H 1Z0

Date	Invoice #
2022-03-28	4176

<b>Terms</b>
Due on receipt

Description	Amount
2022 GENERAL OPERATIONS LEVY	180.00
Total	\$180.00
We accept Visa, Mastercard, Amex and cheques. Please make cheques payable to North Bay-Mattawa Conservation Authority.. Due to the COVID-19 Pandemic, the NBMCA offices are closed to the public. Staff can be reached by email or cell phone.	Payments/Credits \$0.00
	Balance Due \$180.00



Invoice To

**MUNICIPALITY OF POWASSAN**  
466 King Street  
P.O. Box 250  
Powassan, ON P0H 1Z0

<b>Terms</b>
<b>Due on receipt</b>

15 Janey Ave., North Bay, ON P1B 8G3 P: 705-474-5420 F: 705-474-9793 [www.nbmca.ca](http://www.nbmca.ca)



Invoice To

**MUNICIPALITY OF POWASSAN**  
466 King Street  
P.O. Box 250  
Powassan, ON P0H 1Z0

Date	Invoice #
2022-03-28	4178

<b>Terms</b>
<b>Due on receipt</b>

Description	Amount
2022 LSHSC Capital Asset " ASK"	25.00
	<div>Total</div> <div>\$25.00</div>
<p>We accept Visa, Mastercard, Amex and cheques. Please make cheques payable to North Bay-Mattawa Conservation Authority..</p> <p>Due to the COVID-19 Pandemic, the NBMCA offices are closed to the public. Staff can be reached by email or cell phone.</p> <p>For updates, visit <a href="http://www.nbmca.ca">www.nbmca.ca</a></p>	<div>Payments/Credits</div> <div>\$0.00</div>
	<div>Balance Due</div> <div>\$25.00</div>

GST/HST No. 107780298





NORTH BAY-MATTAWA  
CONSERVATION  
AUTHORITY

**North Bay-Mattawa Conservation Authority  
ANNUAL GENERAL MEETING – January 26, 2022 5:30pm  
VIA ZOOM**

**AGENDA**

**Procedural Matters**

1. Acknowledgement of Indigenous Traditional and Treaty Lands
2. Welcome & Introductions and Comments from the Chair
3. Approval of the Agenda
4. Delegation(s)
5. Declaration of Pecuniary Interest
6. Appointment of CAO, Secretary Treasurer as Chair

**Election of Officers:**

- Chair of the Board
- Vice Chair of the Board
- Executive Committee

7. Adoption of Previous Minutes from December 15, 2021
8. Appointment of Solicitor
9. Appointment of Auditor
10. 2022 Banking & Borrowing Resolution

**Written Reports**

11. 2022 Board Meeting Schedule (**Appendix #1**)
12. Section 28 Approvals Report and Year End Summary on Reporting on Timelines  
(**Appendix #2**)
13. Closed Session of the Committee of the Whole

**Other Business**

14. Conservation Authority Act update
15. New Business
16. Adjournment

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	8-5

## **NORTH BAY-MATTAWA CONSERVATION AUTHORITY MINUTES of the**

**FIRST** meeting of the North Bay-Mattawa Conservation Authority held at 5:30 p.m. on January 26, 2022 as an electronic meeting via Zoom.

### **MEMBERS PRESENT:**

Bonfield, Township of	-	Jane Lagassie	(5:35pm – 6:49pm)
Callander, Municipality of	-	Irene Smit	(5:35pm – 6:49pm)
Calvin, Township of	-	Sandy Cross	(5:35pm – 6:49pm)
Chisholm, Township of	-	Nunzio Scarfone	(5:35pm – 6:49pm)
East Ferris, Municipality of	-	Rick Champagne	(5:35pm – 6:49pm)
Mattawan, Municipality of	-	Michelle Lahaye	(6:19pm – 6:49pm)
North Bay, City of	-	Dave Mendicino	(5:35pm – 6:49pm)
North Bay, City of	-	Chris Mayne	(5:35pm – 6:49pm)
North Bay, City of	-	Ed Valenti	(5:35pm – 6:49pm)
Papineau –Cameron, Township of	-	Shelley Belanger	(5:35pm – 6:49pm)
Powassan, Municipality of	-	Dave Britton	(5:35pm – 6:49pm)

### **MEMBER(S) ABSENT:**

Mattawa, Town of	-	Loren Mick
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### **ALSO PRESENT:**

Ann Convery, Accounts payable Clerk  
Brian Tayler, CAO, Secretary-Treasurer  
David Ellingwood, Manager, Source Water Protection  
Helen Cunningham, Manager, Finance & Human Resources  
Paula Loranger, Community Relations coordinator  
Paula Scott, Director, Planning & Development/Deputy CAO  
Rebecca Morrow, Administrative Assistant  
Sue Buckle, Manager, Communications and Outreach  
Teri Brandt, NBMSPA Member, Village of South River  
Valerie Murphy, Regulations Officer

### **1. Acknowledgement of Indigenous Traditional and Treaty Lands**

The Chair read a statement acknowledging Indigenous and Treaty Lands

### **2. Welcome**

The Chair welcomed everyone to the meeting. The Chair reminded members of the changes to the

Conservation Authorities Act and as a result he is stepping down as Chair. Dave highlighted the accomplishments in 2021 including the Improvements to Laurentian Ski Hill and Snowboarding Club. Dave thanked Brian Tayler, Vice Chair Dave Britton and staff for their hard work and dedication.

### **3. Approval of the Agenda**

After discussion the following resolution was presented:

Resolution No. 01-22, Smit-Lagassie

**THAT** the agenda be approved as presented.

**Carried Unanimously**

### **4. Delegations**

No delegations.

### **5. Declaration of Pecuniary Interest**

None declared.

### **6. Appointment of the CAO, Secretary Treasurer as Chair**

After Discussion, the following resolutions were presented:

Resolution No. 02-22, Champagne-Belanger

**THAT** the Chief Administrative Officer be appointed as Chair for the purpose of conducting the election of Conservation Authority Officers and Executive Committee.

**Carried Unanimously**

Resolution No. 03-22, Smit-Scarfone

**THAT** Sue Buckle and Paula Scott be appointed as scrutineers for the election of Officers and Executive Committee.

**Carried Unanimously**

### **Election of Officers**

The Acting Chair discussed some changes that to the Conservation Authorities Act as they relate to

Conservation Authority Members. After discussion, the members thanked Brian for the update and a call for nominations for the position of Chair was held.

Chris Mayne nominated Dave Britton

After a second and third call for nominations with no response the acting Chair asked Dave Britton if he was willing to accept their respective nomination. Dave accepted the position, and the following resolution was presented:

Resolution No. 04-22, Lagassie-Valenti

**THAT** nominations for the position of Chair are closed.

**Carried Unanimously**

The Acting Chair then called for nominations for the position of Vice Chair.

Jane Lagassie nominated Chris Mayne  
Shelley Belanger nominated Dave Mendicino

After a second and third call for nominations with no response the acting Chair asked Chris Mayne and Dave Mendicino if they were willing to accept their respective nominations. They both accepted. The Chair invited both Chris and Dave to address the Board. They both addressed the Board, and an electronic vote was cast. After the votes were counted, Dave Mendicino was declared as the Vice-Chair. Dave accepted the position, and the following resolution was presented:

Resolution No. 05-22, Smit- Valenti

**THAT** nominations for the position of Vice-Chair are closed.

The Acting Chair then called for nominations for the Executive Committee. He reminded members that the Chair and Vice Chair are automatically appointed as members to the Executive Committee, and that four more members were required. After a call for members, the following members were acclaimed to the Executive Committee and the following resolution was presented:

Resolution No. 06-22, Champagne-Smit

**THAT**

Ed Valenti  
Chris Mayne  
Shelley Belanger  
Nunzio Scarfone

Are appointed to the Executive Committee for the year 2022 or until the next AGM, and further;

THAT the Draft 2022 Budget be reviewed by the Executive Committee for a recommendation to the Full Authority Board, and;

That the next Executive Committee meeting be held at 5:40 pm on February 17<sup>th</sup>, 2022.

**Carried Unanimously**

At this point in the meeting the Chief Administrative Officer turned the meeting over to the newly elected Chair. The Chair congratulated everyone on their new appointments. After discussion, the following resolution was presented:

Resolution No. 07-22, Lagassie-Valenti

**THAT** all electronic ballots and voting records pertaining to elections be destroyed.

**Carried Unanimously**

**7. Adoption of Previous Minutes of December 15, 2021**

After discussion the following resolution was presented:

Resolution No. 08-22, Lagassie-Champagne

**THAT** the minutes of the meeting held December 15, 2021 are adopted as written.

**Carried Unanimously**

**8. Appointment of Solicitor**

After discussion the following resolution was presented:

Resolution No. 09-22, Lagassie-Valenti

**THAT** Russell Christie LLP is appointed as solicitor for the Conservation Authority for the year 2022.

**Carried Unanimously**

**9. Appointment of Auditor**

After discussion the following resolution was presented:

Resolution No. 10-22, Mayne-Scarfone

**THAT** BDO be appointed as auditors for the Conservation Authority for the year 2022.

**Carried Unanimously**

**10. 2022 Banking and Borrowing Resolution**

After discussion the following resolution was presented:

Resolution No. 11-22, Mendicino-Champagne

**THAT** TD Bank be appointed to provide banking services for the Conservation Authority for the year 2022 and,

**THAT** staff are authorized to borrow from TD Bank up to \$300,000.00 for the year 2022 for cash flow purposes.

**Carried Unanimously**

**11. 2022 Board Meeting Schedule**

After discussion the following resolution was presented:

Resolution No. 12-22, Smit-Cross

**THAT** the Board of Directors sets the Board Meeting schedule for 2022 and that staff are directed

to make necessary arrangements to accommodate the agreed upon dates and times;

**AND THAT** the report from the Administrative Assistant dated January 19, 2022 be received and appended to the minutes of this meeting.

**Carried Unanimously**

**12. Section 28 Approvals and Year End Summary on Reporting Timelines**

The members reviewed the report. After discussion, the following resolution was presented:

Resolution No. 13-22, Scarfone-Cross

**THAT** the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses January 20, 2022 members Report and the Annual Reporting on Timelines Year-End Report be received and appended to the minutes of this meeting.

**Carried Unanimously**

**13. Closed Session of the Committee of the Whole**

After discussion, the following resolutions were presented:

Resolution No. 14-22, Valenti-Champagne

**THAT** the meeting move into a closed session of "Committee of the Whole" to discuss legal matters.

**Carried Unanimously**

Ed Valenti declared a Conflict of interest, and did not participate in the Closed session of Committee of the Whole

Resolution No. 15-22, Smit-Lahaye

**THAT** the meeting move out of a closed session of "Committee of the Whole" and back into an open meeting.

**14. Conservation Authorities Act Update**

Brian Tayler updated members on the Conservation Authorities Act. After discussion, the members

requested that a link to Conservation Ontario's press release pertaining to municipal levies be sent to the members, afterwards the members thanked Brian for the update.

**15. New Business**

None declared.

**16. Adjournment (6:49 p.m.)**

As there was no new business, the following resolution was presented:

Resolution No. 16-22, Champagne-Lahaye

**THAT** the meeting be adjourned, and the next meeting be held at 5:30 pm Wednesday February 23, 2022 in a format to be decided or at the call of the Chair.

**Carried Unanimously**



-----  
Dave Britton, Chair



-----  
Brian Tayler, Chief Administrative Officer, Secretary Treasurer



**APPENDIX #1  
(01-26-22)**

**TO:** The Chairman and Members  
of the Board of Directors,  
North Bay-Mattawa Conservation Authority

**ORIGIN:** Rebecca Morrow, Administrative Assistant

**DATE:** January 19, 2022

**SUBJECT:** 2022 Members Meeting schedule

**Background:**

The North Bay Mattawa Conservation Authority (NBMCA) Members meeting dates for the upcoming year are typically set at during the first meeting of the year. The NBMCA Members set the dates and times of the meetings. The Chair of the NBMCA may call additional meetings, change and/or cancel meetings dates and locations at their call.

The typical pattern for the NBMCA Members meeting has been at 5:30 pm every 4<sup>th</sup> Wednesday of the month, with exception to July (there is no meeting in July), August (typically meeting on the 3<sup>rd</sup> Wednesday of August) and December to accommodate Christmas. If this pattern is to continue for the year 2022 the dates would be the following:

- Wednesday February 23, 2022
- Wednesday March 23, 2022
- Wednesday April 27, 2022
- Wednesday May 25, 2022
- Wednesday June 22, 2022
- July – No meeting
- Wednesday August 17, 2022
- Wednesday September 28, 2022
- Wednesday October 26, 2022
- Wednesday November 23, 2022
- Wednesday December 21, 2022

The above dates are a recommendation of the dates using the past Members meeting pattern. The Members reserve the discretion to set the Board meeting schedule as they see fit in order to accommodate the best interest of all members' ability to attend meetings and taking into consideration the various other committees, Boards and obligations that members are also committed to.

**Analysis**

Members of the Board of Directors shall set a Board meeting schedule for the year 2022.

**RECOMMENDED RESOLUTION:**

That the NBMCA Members set the meeting schedule for 2022 and that Staff are directed to make the necessary arrangements to accommodate the agreed upon dates and times.

And that this Board Report is received and appended to the minutes of this meeting.



Rebecca Morrow, Administrative Assistant



Brian Tayler, CAO/Secretary-Treasurer

**TO:** The Chairman and Members  
of the Board of Directors,  
North Bay-Mattawa Conservation Authority

**ORIGIN:** Valerie Murphy, Regulations Officer

**DATE:** January 20, 2022

**SUBJECT:** Report on Development, Interference with Wetlands, and Alterations to  
Shorelines and Watercourses Permits and the North Bay-Mattawa  
Conservation Authority Annual Reporting on Timelines Year-End Report  
January 1 to December 9, 2021 for the members information

**Background:**

Section 28 of the *Conservation Authorities Act*, and subsequently Ontario Regulation 97/04 empowers each Conservation Authority to establish their own regulation to prevent the loss of life and property due to flooding and erosion, and to conserve and enhance natural resources. On May 4, 2006 the North Bay-Mattawa Conservation Authority (NBMCA) received its regulation entitled the Development, Interference with Wetlands, and Alterations to Shorelines and Watercourse Regulation (Ontario Regulation 177/06). This regulation will continue to be used as the tool by which the NBMCA manages issues related to development in natural hazard areas including areas with floodplains, wetlands and steep slopes. Within this regulation, a permit may be given by an Authority for development applications within the Authority's jurisdiction for:

*28(1)(b) prohibiting, regulating or requiring permission of the authority for straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream or watercourse, or for changing or interfering in any way with a wetland;*

*28(1)(c) prohibiting, regulating or requiring the permission of the authority for development if, in the opinion of the authority, the control of flooding, erosion, dynamic beaches or pollution or the conservation of land may be affected by the development. (Conservation Authorities Act, R.S.O. 1990, Chapter C.27).*

On February 8, 2013, the amended Ontario Regulation 177/06 came into effect. These amendments were approved by the NBMCA Board of Directors on December 19, 2012. One of the amendments that was included, and which was approved by the NBMCA Board of Directors, included the delegation of approvals of permit applications to the following designated employees:

- Chief Administrative Officer, Secretary-Treasurer
- Director, Planning & Development

As such, this Board Report is being presented to the NBMCA Board of Directors for information purposes.

**Analysis:**

Two new permits have been issued by the Conservation Authority since the previously approved minutes as per the policies, procedures, and guidelines of the NBMCA under Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation. A table summarizing the details of these permits is attached to this report.

Of the newly issued permits one was issued for the site preparation and construction of a new single-family dwelling. The other was issued under the updated Memorandum of Understanding between Conservation Ontario and Hydro One Networks for routine maintenance and wood pole replacement on Hydro One right of way.

Valerie Murphy

Valerie Murphy, Regulations Officer

Brian Tayler

Brian Tayler, CAO-Secretary Treasurer

# DEVELOPMENT, INTERFERENCE WITH WETLANDS AND ALTERATIONS TO SHORELINES AND WATERCOURSES

FOR NBMCA BOARD INFORMATION ON: January 18, 2022 PERMIT YEAR: 2022

File No.	Name of Applicant	Municipality	Legal Description/ Address	Name of Regulated Feature	Nature of Work	Date Complete Application Received	Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit No./Date of Issuance
RNB-21-92	Hydro One Networks Inc.	North Bay	Hydro One ROW north of Highway 17 West	Duchesnay Creek and wetland areas	Wood pole replacement project	December 8, 2021	#130-21 December 13, 2021
RNB-21-93	Isaac Fehr	North Bay	452 Surrey Drive	Escarpment	Grading and new single-family dwelling	December 15, 2021	#131-21 December 16, 2021

## **North Bay-Mattawa Conservation Authority Annual Reporting on Timelines Year-End Report January 1, 2021 to December 31, 2021**

The following is a summary of the permits issued within North Bay-Mattawa Conservation Authority (NBMCA) area of jurisdiction and the project category they fall under. This year end report covers the permits issued in the 2021 permitting year from January 1 to December 31 and how they fit into the previous Policy and Procedure Timelines and the new Conservation Ontario (CO) Guideline Timelines.

NBMCA considers projects under one of four categories of projects. The categories take into account the size, scope and impacts of the proposal on natural hazards and the landscape. They are: Major, Large, Standard and Small Projects.

**Major Projects** – Includes activities such as multiple residential units or blocks, institutional and commercial buildings, new infrastructure, major fill activity (greater than 2000m<sup>3</sup>) and channelization alterations greater than 500m.

**Large Projects** – New single residential development, replacement infrastructure, foundation reconstructions, fill activity between 500-2000m<sup>3</sup>.

**Standard Projects** – Additions, auxiliary buildings or structures less than 1000ft<sup>2</sup>, fill activities 100-500m<sup>3</sup>, boathouses.

**Small Projects** - Auxiliary structures less than 20m<sup>2</sup>, fill activity less than 100m<sup>3</sup>, docks.

For consistency, NBMCA has reviewed the permit categories as outlined in section 2.2 of the Annual Reporting on Timelines Template document and determined how NBMCA categories fit with those in the reporting template.

Generally Major and Large Projects involve significant staff involvement and require more complex technical reviews and supporting reports, such as engineering reports or environmental impact studies. This would fall under the Annual Reporting on Timelines Major applications category.

NBMCA's standard project category generally covers projects with a lower level of risk, not typically within the hazard but within the allowance and impacts to the hazard are small. This would fall under the Annual Reporting on Timelines Minor applications category.

The Small Project category covers activities that are very minor in nature and would have limited impact on the hazard. This would fall under the Annual Reporting on Timelines Routine category.

**January 1 to December 31, 2021**

**Summary of all Section 28 Permits in Area of Jurisdiction of North Bay-Mattawa Conservation Authority**

The following table summarizes all Section 28 permits issued since January 1, 2021 through to December 31, 2021.

Conservation Authority	Number of Permits Issued Within Policy and Procedure Timeline		Number of Permits Issued Outside of Policy and Procedure Timeline		Reason for Variance from Policy and Procedure (Optional)	
	Major	Minor	Major	Minor	Major	Minor
North Bay-Mattawa Conservation Authority	26	105				
	Number of Permits Issued Within CO Guideline timeline		Number of Permits Issued Outside of CO Guideline timeline		Reasons for Variance from Guidelines (Optional)	
	Major	Minor	Routine	Major	Minor	Routine
	26	21	84			

A total of 131 permits have been issued since January 1 up to and including December 31, 2021. All permits have been issued within the timelines required by the CO Guidelines.

**Recommended CO Timelines for High Growth CAs**

**Follow-up from pre-consultation meeting:**

Major permit applications: within 14 days of pre-consultation meeting.

Minor permit applications: within 7 days of the pre-consultation meeting.

This will include confirmation of whether the application is considered major or minor, if the application is complete.

**Confirmation that the application has been received and deemed complete of incomplete:**

Major permit applications: within 21 days of the application being received.

Minor permit applications: within 14 days of the application being received.

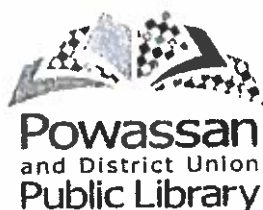
Routine permit applications: within 10 days of the application being received.

**Completed review and issuance of DIA permit:**

Major permit applications: within 28 days of receiving completed application.

Minor permit applications: within 21 days of receiving completed application.

Routine permit applications: within 14 days of receiving completed application.



March 30, 2022

Mayor Peter McIsaac  
Municipality of Powassan  
250 Clark Street  
Powassan, ON P0H 1Z0

**Re: Library Budget 2022**

Dear Mayor Peter McIsaac and Council Members:

The Board would like to thank you and your council for supporting the library during the pandemic. It was a difficult time and due to your continued support, we were able to maintain our services to the community with little interruption.

Here is our 2022 Budget. I hope you will find it acceptable and choose to support it.

The Library Board opted to apply a 1% increase over last years' service fees, which amounts to an additional \$1,014 for the Municipality of Powassan. By paring down many expenses, we are able to present a balanced budget despite the current 5% increase in cost of living. Last year we experienced a surplus at the end of the year, which we will put in reserves thus bringing our reserves closer to \$58,000, which is where they should be according to the auditor.

This surplus was mainly achieved by continuing to operate on a reduced-hours schedule with a minimal staff for the whole of 2021. We also cancelled our regular cleaning contract and incorporated the cleaning tasks in the staff's job description. Unfortunately, total donations were down last year to \$9,947, of which only \$5,569 was in cash, see (Appendix A). Fortunately, we received \$47,170 in grant money from both provincial and federal governments, see (Appendix B).

As in all previous years we continue to apply for as many grants as possible as part of our Library management strategy. We recently received the Ontario Resilience Trillium Grant for \$6,606. These funds will allow us to purchase many items to improve the daily operation of the library. We anticipate receiving at least \$7,200 for two summer students from the Federal Government's 2022 Canada Summer Jobs Program, and \$3,600 for a third position from the Provincial Government's Summer Experience 2022 Program. We hope to secure these three student employment grants, thus allowing us to hire three students to run our regular summer programs.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	8-6





Your continued funding, support, and council representation on the Library Board are essential for the Library to achieve its many goals. Our main one, since the beginning of this pandemic, has been to offer as many services as possible within the government restrictions. Now that we are almost back to normal, we will continue to provide access to information in all of its forms, a safe public space, and equal services for all.

Therefore, the 2022 proposed Library service fees for the Municipality of Powassan is \$102,364. The payments are requested in three equal installments of \$34,121.33 to be paid March 31, June 30, and September 30. The Library Board asks that you support the 2022 budget by funding the Library as requested. If you require more information concerning the budget request and/or any supporting documents, or you would prefer that the Library Board make a budget presentation, please contact Marie Rosset, CEO, at your convenience by phone at (705) 724-3618 or by email -- [mrosset@powassanlibrary.ca](mailto:mrosset@powassanlibrary.ca).

Yours truly,



Kristine Martin, Chair of the Board  
Powassan & District Union Public Library

Attachments:

2022 Budget (3 pages)  
Appendix A – Funds Raised and Donations  
Appendix B – 2021 Grants  
Proposed Installments for 2022  
Invoice for March 31, 2022 Installment

**Powassan & District Union Public Library  
Operating Budget 2022**

<b>Revenue</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Municipal	\$163,468.53	\$163,468.00	\$165,104.00
Restoule	4,390.25	4,531.00	4,576.00
Provincial	14,500.00	14,500.00	14,500.00
Fees	5,434.19	2,910.00	3,681.32
Copier Fees	2,049.32	3,500.00	2,500.00
LifeLabs Contribution	9,282.00	9,894.00	9,000.00
Pay Equity	7,601.00	7,601.00	7,601.00
Donations	5,569.72	10,000.00	7,500.00
<b>Total Revenue</b>	<b><u>\$212,295.01</u></b>	<b><u>\$216,404.00</u></b>	<b><u>\$214,462.32</u></b>

<b>Expenditures</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Payroll	\$117,524.36	\$135,584.00	\$137,859.41
Benefits	5,606.07	5,983.00	11,212.14
Pension	4,974.26	4,974.00	9,535.00
WSIB	362.19	500.00	305.27
E.H.T.	1,316.41	1,600.00	1,448.73
Training	401.18	900.00	575.00
Payroll Services	1,486.24	1,200.00	1,534.00
Circulation Materials	10,867.06	11,720.00	11,350.00
Interloans	295.61	225.00	300.00
Programming	2,092.19	2,750.00	1,100.00
Sewer & Water	489.63	800.00	500.00
Hydro & Heating	3,895.58	5,700.00	4,500.00
Security	476.48	800.00	600.00
Elevator	4,993.19	4,600.00	5,000.00
Insurance	4,771.38	5,350.00	5,000.00
Janitorial Services	277.32	5,000.00	500.00
Maintenance	5,608.50	7,975.00	6,000.00
Maintenance Reserve	0.00	1,200.00	0.00
Internet and Telephone	711.15	852.00	712.00
Computers	795.21	1,100.00	500.00
Contracted Computer Services	687.50	2,400.00	1,200.00
Associations Fees	3,045.43	2,200.00	3,100.00
Off. Supplies & Postage	977.22	1,100.00	1,015.00
Copier	3,603.02	3,900.00	3,182.53
Audit	1,545.00	1,545.00	1,545.00
Advertising and Promotion	1,063.86	800.00	500.00
Bank Service Charges	134.26	150.00	115.00
Miscellaneous	186.33	350.00	200.64
<b>Total Expenditures</b>	<b><u>\$178,186.63</u></b>	<b><u>\$211,258.00</u></b>	<b><u>\$209,389.72</u></b>

**Powassan & District Union Public Library  
Special Project Budget 2022**

<b>Revenue</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Student Grants	\$7,410.00	\$7,300.00	\$10,858.00
YCW	15,511.48	6,178.00	3,672.00
Internet Connectivity Grant	<u>2,148.00</u>	<u>2,148.00</u>	<u>2,148.00</u>
<b>Total Revenue</b>	<u><u>\$25,069.48</u></u>	<u><u>\$15,626.00</u></u>	<u><u>\$16,678.00</u></u>

<b>Expenditures</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Students Grants (includes interns)	\$21,184.98	\$18,624.00	\$19,602.60
Internet Connectivity Grant	<u>2,148.00</u>	<u>2,148.00</u>	<u>2,148.00</u>
<b>Total Expenditure</b>	<u><u>\$23,332.98</u></u>	<u><u>\$20,772.00</u></u>	<u><u>\$21,750.60</u></u>

**Powassan & District Union Public Library  
Budget 2022**

<b>Revenue</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Operating Budget	\$ 212,295.01	\$ 216,404.00	\$ 214,462.32
Special Projects	\$ 25,069.48	\$ 15,626.00	\$ 16,678.00
<b>Total Revenue</b>	<b>\$ 237,364.49</b>	<b>\$ 232,030.00</b>	<b>\$ 231,140.32</b>
<b>Expenditures</b>	<b>Actual 2021</b>	<b>Budget 2021</b>	<b>Budget 2022</b>
Operating Budget	\$ 178,186.63	\$ 211,258.00	\$ 209,389.72
Special Projects	\$ 23,332.98	\$ 20,772.00	\$ 21,750.60
<b>Total Expenditures</b>	<b>\$ 201,519.61</b>	<b>\$ 232,030.00</b>	<b>\$ 231,140.32</b>
<b>Revenue</b>	<b>\$ 35,844.88</b>	<b>\$ -</b>	<b>\$ -</b>

**Appendix A**  
**Powassan & District Union Public Library**  
**Raised Funds and Donations**  
**2021**

	<b>Actual</b>
<b>Donations</b>	
Friends of the Library donations	2,200.00
Used Book Sale receipts	1,475.00
Other	1,894.00
<b>Total Cash Donations</b>	<b>\$ 5,569.00</b>
 <b>In-kind donations</b>	
Retail Value of donated books added to collection	 <b>\$ 4,378.00</b>
 <b>Total Donations</b>	 <b>\$ 9,947.00</b>

**Appendix B**  
**Powassan & District Union Public Library**  
**2021 Grants**

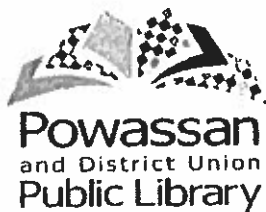
**Provincial Grants**

Provincial Library Operating Grant	\$22,101.00
Internet Connectivity Grant	<u>2,148.00</u>
<b>Total</b>	<b>\$24,249.00</b>

**Student Grants**

Canada Summer Jobs - Federal	\$7,410.00
Young Canada Works (YCW) - Federal	<u>15,511.00</u>
<b>Total</b>	<b>\$22,921.00</b>

<b>2021 Grants - Total</b>	<b>\$47,170.00</b>
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## **2022 Proposed Installments for Library Services**

### **Municipality of Powassan**

March 31, 2022	\$ 34,121.33
June 30, 2022	34,121.33
September 30, 2022	<u>34,121.34</u>
Total Payment	\$ 102,364.00

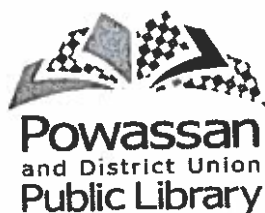
### **Township of Chisholm**

March 31, 2022	\$ 9,906.33
June 30, 2022	9,906.33
September 30, 2022	<u>9,906.34</u>
Total Payment	\$ 29,719.00

### **Township of Nipissing**

March 31, 2022	\$ 11,007.00
June 30, 2022	11,007.00
September 30, 2022	<u>11,007.00</u>
Total Payment	\$ 33,021.00

<b>Grand Total</b>	<b>\$ 165,104.00</b>
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<b>Date Due:</b> March 31, 2022	<b>Invoice #:</b> POW-22-01
<b>Invoice Date:</b> March 30, 2022	<b>Amount Due:</b> \$34,121.33

**Invoice**  
**Re: Library Services for 2022**

Attention: Maureen Lang, CAO  
Municipality of Powassan  
P.O. Box 250  
Powassan, ON P0H 1Z0

First Installment for Library Services:	March 31, 2022	\$34,121.33
Second Installment for Library Services:	June 30, 2022	\$34,121.33
Third Installment for Library Services:	September 30, 2022	<u>\$34,121.34</u>
<b>Total Payment for Library Services</b>		<b>\$102,364.00</b>

**Thank you!**



## MEMORANDUM

TO: Mayor, Council  
FROM: K. BESTER, DEPUTY CLERK  
DATE: MARCH 28, 2022  
RE: ENCROACHMENT AGREEMENT – 107 SOPHIA ST.

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Further to my memo of earlier this month regarding this property, please note:

Both the existing garage/carport AND the house are ON the area of encroachment – so there is no option to construct a sidewalk, etc. here at any time.

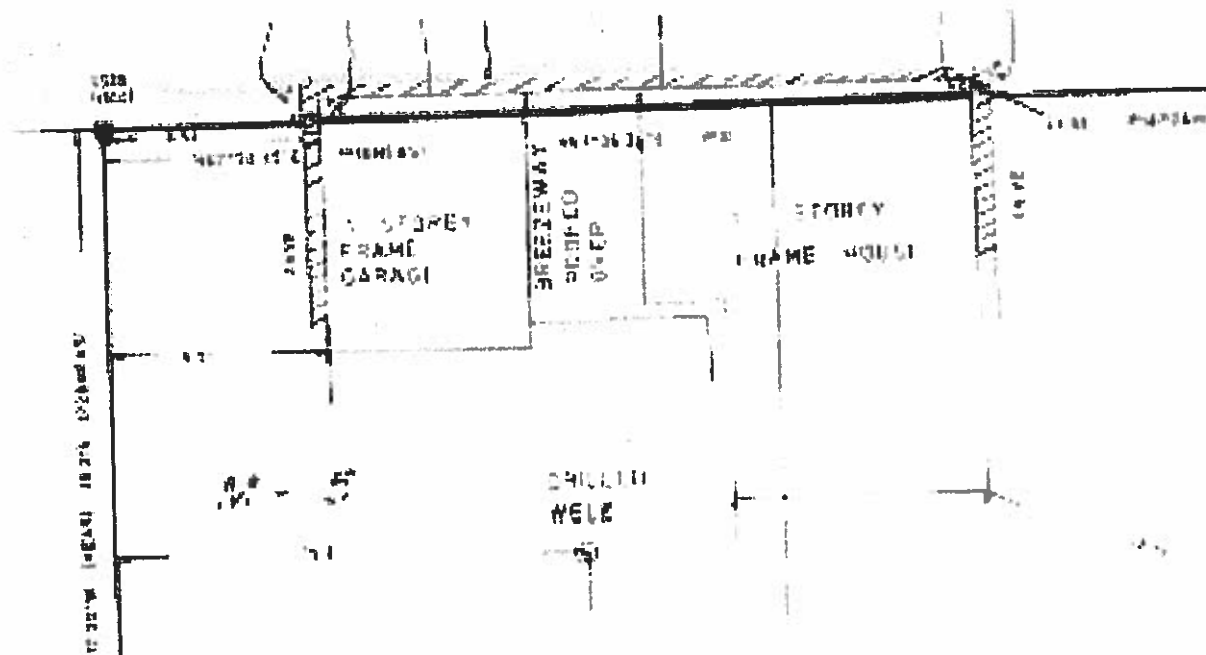
An encroachment agreement was on file for the ORIGINAL owner, but subsequent owners have not had agreements with the municipality. Our lawyer has advised that an encroachment agreement should have been done in the past – with each of the previous owners – and one should be done now with the new owner. The cost for an encroachment agreement would be around \$1000 – which the new owner would be responsible for. Our lawyer does however suggest that it would be best to simply transfer this property so that subsequent owners aren't also responsible for having an encroachment agreement drawn up, and because this property cannot be used by the municipality.

The following costs would be applicable and payable by the new owner:

Reference plan cost

Legals for road closing and sale - \$1200-\$1500

Please provide direction to staff if Council is interested in transferring this property area to the new owner and I will follow up with the new owner's lawyer.



DATE OF COUNCIL MTG.	Apr. 5/22.
AGENDA ITEM #	9-1

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**  
**BY-LAW NO. 2022-05**

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This Bylaw contains the rules and regulations that govern the Powassan Union Cemetery, St. Joseph's Cemetery, the Trout Creek Union Cemetery and the Holiness Cemetery, and have been approved by the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario (BAO)

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The Council of the Corporation of the Municipality of Powassan enacts as follows:

1. The provisions of any and all By-Laws of the Municipality of Powassan and all amendments thereto pertaining to the Powassan Union Cemetery, St. Joseph's Cemetery, the Trout Creek Union Cemetery and the Holiness Cemetery are hereby repealed.

2. This By-Law shall be composed of nine (9) sections, attached hereto.

Section A:	Definitions
Section B:	General Information
Section C:	Sale and Transfer of Interment Rights
Section D:	Interment and Disinterment of Casketed and Cremated Remains
Section E:	Memorialisation's (Monuments and Markers)
Section F:	Care and Maintenance Fund
Section G:	Items that are Prohibited and Permitted on Plots
Section H:	Tariffs
Section I:	Forms

3. That by-law no. 2017-17 be hereby rescinded

Read a **FIRST** and **SECOND** time on the 5<sup>th</sup> of April 2022, and considered Read a **THIRD** and **FINAL** time and passed as such in open Council on the 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO Clerk

DATE OF COUNCIL MTG.	Apr 5/22
AGENDA ITEM #	10-1

## SECTION A: DEFINITIONS

<b>"BURIAL/INTERMENT"</b>	The opening of a plot and then the placing of human remains or cremated human remains in the plot, followed by closing of the plot. The plot will consist of a grave in the ground.
<b>"BY-LAW"</b>	Shall mean the rules and regulations under which the Cemetery is operated.
<b>"CARE AND MAINTENANCE FUND"</b>	It is a requirement under the Funeral, Burial and Cremations Services Act 2002 (FBCS) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 and 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights sold, transferred, assigned or permitted, and prescribed amounts for monuments and markers, is contributed into the Care and Maintenance fund. Interest earned from this fund is used to provide care and maintenance of plots, markers and monuments at the Cemetery.
<b>"CEMETERY"</b>	<p>Shall mean the land set aside, as follows:</p> <p>Powassan Union Cemetery – Lot 20, Concession 13, Parcel 17380 NS, District of Parry Sound, Province of Ontario</p> <p>St. Joseph's Cemetery – Part Lot 21, Concession 12, District of Parry Sound, Province of Ontario</p> <p>Trout Creek Union Cemetery - Lot 28, Concession 3, District of Parry Sound, Province of Ontario</p> <p>Holiness Cemetery – Part Lot 4, Concession 7, District of Parry Sound, Province of Ontario</p> <p>to be used for the interment of Human Remains.</p>
<b>"CEMETERY SERVICES"</b>	<p>Shall mean the following services in respect of a Plot:</p> <ul style="list-style-type: none"> <li>i. Opening and closing of a Plot;</li> <li>ii. Interring or disinterring Human Remains;</li> <li>iii. Providing temporary storage in a receiving vault;</li> <li>iv. Construction of a foundation for a Marker or Monument.</li> </ul>
<b>"CERTIFICATE OF INTERMENT RIGHTS"</b>	The document issued by the Cemetery operator to the Purchaser once the Interment Rights to a specific plot have been paid in full, identifying ownership and authority over those specific Interment Rights.
<b>"CONTRACT"</b>	For the purposes of this by-law, all Purchasers of Interment Rights or other Cemetery supplies and services must receive a copy of the contract that they and

the Cemetery operator sign, detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-law, a copy of the Consumer Information Guide and the Price List.

**"COUNCIL"**

Shall mean the Municipal Council of the Corporation of the Municipality of Powassan.

**"CREMATION PLOT"**

Shall mean any burial space of sufficient area for the interment of the cremated remains of one (1) person, and having a minimum size of two (2) feet (.61 meters) by two (2) feet (.61 metres) (Old Cremation sections) or two (2) feet (.61 meters) by four (4) feet (1.22 meters) (New Cremation sections)

**"INTERMENT RIGHTS HOLDER"**

The person authorized or entitled to inter human remains in a specified plot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**"MARKER/MONUMENT"**

Shall mean permanent memorial structure – monument, headstone or other structure placed or intended to be placed on a burial plot, and is to be used to indicate the location of a burial.

**"PLOT"**

For the purposes of this by-law, a plot is a single grave space intended for the interment of a child or adult's remains or cremated remains.

## **SECTION B: GENERAL INFORMATION**

### **1. Hours of Operation:**

Visitation Hours – The Cemeteries are open for visitation during daylight hours from Spring to Fall. Access to the Cemeteries is limited during the Winter months.

Office Hours – 8:30 am to 4:30 pm (Monday to Friday / excluding statutory holidays)

Burial Hours – Burials are carried out from May 1<sup>st</sup> to November 30<sup>th</sup> (weather permitting) weekdays from 9:00 am to 3 pm and weekends from 9:00 am to noon.

### **2. General Conduct:**

The Municipality of Powassan reserves full control over the Cemetery operations and management of land within the Cemetery grounds. No person may damage, destroy, remove or deface any property within the Cemeteries. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held and shall behave with due order and decorum and with respect to the dead.

No person shall have in their possession any firearm or ammunition/casings within the Cemeteries, except in the case of military or police funeral;

No animals/pets shall be allowed entry into the Cemeteries without the approval of the Municipality.

Conveyance heavily loaded shall not be permitted to enter the Cemetery without the approval and supervision of the Municipality.

Vehicles within the Cemeteries shall be driven at a speed not exceeding 15 Kilometres per hour and shall not be permitted to drive on sod. All drivers of any vehicle shall respect all plots as if they were their own. Vehicle owners and drivers shall be held responsible for any damage done by them. Recreational vehicles are not permitted within the Cemeteries.

No person under the age of fourteen (14) years of age shall be admitted within the Cemeteries unless attended by an adult who shall be responsible for their conduct.

Any person violating any provision of this By-Law shall be deemed to be a trespasser and subject to immediate summary eviction from the Cemeteries, in addition to any and all other penalties provided by law.

The Cemetery operator has the right at any time to re-survey, enlarge, diminish, re-plot, or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to the approval of the appropriate authorities.

Complaints or suggestions by Interment Right Holders and Visitors shall be made in writing to the Municipality and controversies in the Cemetery are to be avoided.

### 3. By-law Amendments:

The Cemeteries shall be governed by these by-laws, and all procedures will comply with the FMSCA and O.Reg. 30/11 and 184/12, which may be amended periodically. All by-laws must be:

- a. Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- b. Conspicuously posted on a sign at the entrance of the Cemetery(ies); and
- c. Delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA and BAO.

### 4. Liability:

The Cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any plot, monument, marker or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the Cemetery operator or staff.

### 5. Public Register:

Provincial legislation – Section 110 of O.Reg. 30/11 requires all Cemeteries to maintain a public register that is available to the public during regular office hours.

The Municipality shall keep such registers, records, books, maps and electronic files as are necessary for properly recording all transactions, information and matters pertaining to the Cemeteries as come within its' jurisdiction, and as may be prescribed. A public register will be available to the public during regular office hours, as prescribed in Section 110 of Ontario Regulation 30/11. A public register will also be available for viewing on the Municipality of Powassan's website – [www.powassan.net/content/municipal-services/location-Cemeteries](http://www.powassan.net/content/municipal-services/location-Cemeteries)

## 6. Pets or other Animals:

Pets or other animals, including cremated animal remains, are not permitted to be buried on Cemetery grounds.

### **SECTION C: SALE AND TRANSFER OF INTERMENT RIGHTS**

Purchasers of Interment Rights acquire only the right to direct the burial of human remains, and the installation of monuments and markers, subject to the conditions set out in the Cemetery Bylaws. In accordance with Cemetery by-laws, no burial or installation of any monument or marker is permitted until the Interment Rights have been paid in full. An Interment Rights certificate will be issued to the Interment Rights Holder(s) when payment is made in full. The purchase of Interment Rights is not a purchase of real estate or real property.

At the time of purchase of Interment Rights, a Purchaser must receive:

- a) A copy of the Consumer Information Guide
- b) A copy of the Operator's Price List
- c) A copy of the Cemetery Bylaw
- d) A copy of the completed/signed Contract and a copy of the Interment Rights Certificate

The Interment Rights Certificate shall specify the Purchaser of the Interment Rights, the name of the person for whom the plot is purchased, the type of the plot, the location of the plot and the date purchased.

The Interment Rights Holder may designate in writing, upon the Interment Permission Form, if another person is to be buried in his/her Plot.

#### Cancellation of Interment Rights within 30-day Cooling-Off Period:

A Purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Purchase contract, by providing written notice of the cancellation to the Cemetery operator. The Cemetery operator will refund all monies paid by the Purchaser within thirty (30) days from the date of the request for cancellation.

#### Cancellation of Interment Rights after the 30-day Cooling Off Period:

Upon receiving written notice from the Purchaser of the Interment Rights, the Cemetery operator will cancel the contract and will issue a refund to the Purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited in the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the Interment Rights Certificate has been issued to the Interment Rights holder(s), the certificate must be returned to the Cemetery operator, along with the written notice of cancellation. If any portion of the Interment Rights have been exercised, the Purchaser, or the Interment Rights holder(s), are not entitled to cancel the contract.

#### Care and Maintenance Fund Contributions:

If is a requirement under the FBSCA and O.Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights sold; and prescribed amounts for monuments and markers is contributed into the Care and Maintenance fund. Interest earned from this fund is used to provide care and

maintenance of plots, markers and monuments at the Cemeteries. Contributions to the care and maintenance fund are not refundable, except when Interment Rights are cancelled within the 30-day cooling off period.

#### Prohibit of Resale of Interment Rights

The Cemetery operator prohibits the resale of Interment Rights to a third party and will repurchase these rights from the Interment Rights holder or such other person to whom the Interment Rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request. The Interment Rights holder requesting the re-purchase of the rights must return the Interment Rights certificate to the Cemetery operator and the rights holder(s) must endorse the Interment Rights certificate, transferring all rights, title and interest back to the Cemetery operator. The appropriate paperwork must be completed before the Cemetery operator reimburses the Interment Rights holder(s).

#### Transfers

1. For the purpose of this subsection, "Transfer" means a gift, a bequest or any other transfer made with consideration. If an Interment Rights Holder wishes to transfer their Interment Rights, notice must be given to the Municipality and the original Certificate of Interment Rights must be returned. The Municipality shall issue a new Certificate of Interment Rights to the transferee. The transfer of ownership of Interment Rights is not binding on the Municipality until a duly executed transfer document has been deposited with the Municipality.
2. Upon receipt of a request in writing from the Interment Rights Holder specifying the name and address of the transferor and the transferee, and the location of the plot, the Municipality will perform the transfer.
3. In the case of succession, the following will be required in addition to clause 2 above, unless otherwise ordered by the Municipality:
  - a. With a Last Will and Testament:
    - i. In case of specific bequest of the Plot, a Notarial Copy or Court Certificated Copy of the Will or Probate;
    - ii. If no Specific bequest, a request in writing from the Executor (s) with consent of all or a majority of the beneficiaries;
  - b. Intestate:
 

A request in writing from the administrator with the consent of all or a majority of the heirs-at-law

### **SECTION D: INTERMENT AND DISINTERMENT OF CASKETED AND CREMATED REMAINS**

Interment right holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights holder in keeping with the Succession Law Reform Act, i.e. Personal Representative, Estate Trustee, Executor or next of kin.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery operator prior to the burial taking place. A Certificate of Cremation must be submitted to the Cemetery operator prior to the burial of cremation remains taking place.

In accordance with the FBCSA and O.Reg. 30/11 and 184/12, the purchaser of Interment Rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery operator for the completion of the contract and the public register prior to each burial of human remains.

Payment must be made to the Cemetery operator before a burial can take place.

The opening and closing of graves may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery operator.

One (1) casket containing human remains may be interred in each regular plot. Additionally, up to two (2) cremated remains may also be interred where an interment of casketed remains has already taken place, on a regular plot. Where no casketed remains will be interred in a regular plot, up to four (4) cremated remains may be interred on a regular plot.

Cremation plots will be used only for the interment of one (1) cremated remains.

Human remains may be disinterred from a lot provided that a written consent (authorization) of the Interment Rights holder has been received by the Cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the Cemetery operator's office before the removal of casketed human remains from a Cemetery may take place. A certificate from the local medical of health is not required for the disinterment of cremated remains from a lot.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights holder and/or next of kin.

#### **SECTION E: MEMORIALIZATION (MONUMENTS AND MARKERS)**

The Cemetery operator will provide a foundation for all monuments being placed on plots within the Cemeteries. Foundations will be constructed by Cemetery staff at the expense of the Interment Rights holder. The Municipality requires order forms from Monument Dealers showing Monument size, base size, Plot owner's information and the total fee, including the Marker Care and Maintenance portion, before foundations for monuments are constructed, and before monuments are placed on a plot.

Foundations for upright monuments will normally be comprised of stone dust. Stone dust foundations have been determined to ensure minimal upheaval because of Spring frost and allow Cemetery staff to easily re-level monuments. Foundations for flat or pillow monuments will consist of a poured cement pad, with the monument either placed in the cement or placed on top of it once cured.

No more than one (1) upright Monument/Marker shall be erected on any one Plot. One (1) flat marker may also be installed adjacent and in line with the upright marker, on a single plot. If there is sufficient space available, up to two (2) flat markers could be installed adjacent and in line with the upright marker, on a double plot.

Monuments located on a regular plot shall not exceed 36 inches (90 centimetres) in width, 16 inches (40 centimetres) in depth and 48 inches (120 centimetres) in height, including the base. The minimum width of an upright Monument/Marker shall be 6 inches (20 centimetres) at its narrowest point.

Monuments to be centred on two (2) regular plots shall not exceed 48 inches (120 centimetres) in width and 16 inches (40 centimetres) in depth and 48 inches (120 centimetres) in height.



Pillow/flat markers on a single Cremation Plot shall not exceed 16 inches (40 centimetres) in width and 12 inches (30 centimetres) in depth.

Pillow/flat markers to be centre on two (2) cremation plots shall not exceed 30 inches (75 centimeters) in width and 16 inches (40 centimeters) in depth.

Monuments/markers to be placed on cremation Plots must be pillow markers – installed either 'flat' or slightly angled. There will be no upright monuments/markers on any cremation plot.

All Markers and Monuments shall be made of granite, marble or bronze, or other permanent material approved by the Municipality.

The Municipality reserves the right to enter onto the Plot and remove any monument, marker or other structure, or any inscription placed in or any Plot which is not in keeping with the dignity and decorum of the Cemeteries.

The Municipality shall have the right to remove or lay down monuments or parts of monuments where the monument/ marker represents a risk to public safety.

Memorials (monuments and markers) are owned by the Interment Rights holder and the Cemetery operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights holder's own insurance coverage.

The Cemetery operator will take reasonable precautions to protect the property of Interment Rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

Cemetery staff will endeavour to ensure that an annual clean-up at all Cemeteries is commenced every spring prior to Mother's Day, with any wreaths or other items which are considered to be in poor condition removed and disposed of at that time.

#### **SECTION F: CARE AND MAINTENANCE FUND**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income (interest) generated from this fund is used only to maintain, secure and preserve the Cemetery grounds and provide basic maintenance to markers. Services that can be provided through this include:

- Re-levelling of monuments and sodding or seeding of plots,
- Maintenance of Cemetery landscaping (grass cutting, etc.),
- Repairs and general upkeep of Cemetery vault and equipment,

#### **SECTION G: ITEMS THAT ARE PROHIBITED AND PERMITTED ON PLOTS**

##### **Prohibited Items:**

The Cemetery operator reserves the right to regulate articles placed on plots that pose a threat to the safety or interment right holders, visitors to the Cemetery and Cemetery staff, prevents the Cemetery from performing general Cemetery maintenance, or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification.

Items which are prohibited and should not be placed on plots include (but are not limited to) the following:

- Chairs or benches / trellises or arches / fences or enclosures / loose stones or sharp objects / bullets or ammunition or ammunition casings / plants/flowers planted ON the plot

It is recommended that personal items NOT be placed on plots as the municipality assumes no liability for such items, in the case of damage or theft.

Permitted Items:

- Flower or plant containers or decoration must be placed in a holder which is attached to the top of a monument, so that it does not interfere with the normal maintenance operations of the Cemeteries.
- Fresh flowers and smaller pots, or other suitable containers, may be placed on a monument base to commemorate special occasions, however, the Municipality assumes no responsibility and will remove these and the containers when they become unsightly.
- Stakes used to hang flowers or solar lights should be constructed of metal, and should be situated immediately adjacent to the monument base.
- Memorial wreaths, etc. may be placed in the Cemetery beginning May 1<sup>st</sup> of each year, with removal of all wreaths, etc. expected to take place before November 1<sup>st</sup>.

#### **SECTION I: TARIFFS**

Tariffs are listed in the Municipal User Fee Bylaw which is in force and may be amended from time to time.

#### **SECTION J: FORMS**

1. Contract – for Purchase of Interment Rights
2. Certificate of Interment Rights
3. Service Request
4. Request to Transfer Interment Rights

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN  
BY-LAW NO. 2022-06**

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Being a By-law to authorize an Automatic Recount Policy for the 2022 Election

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**WHEREAS** Elections are to be conducted in a free and fair manner that ensures the certainty of the votes cast as this is a key feature of well-functioning democracy

**AND WHEREAS** amendments to the Municipal Elections Act has added a provision (Section 56(3) permitting municipalities and school boards to establish policies requiring automatic recounts when the results fall within a threshold established by the policy

**AND WHEREAS** the Municipality of Powassan finds it desirable to provide a clear solution that would identify to candidates and voters the circumstances where a recount will automatically be completed

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN HEREBY ENACTS AS FOLLOWS:**

The Clerk shall hold a recount:

- a) of the votes for two or more candidates who receive the same number of votes and cannot both or all be declared elected to the office;
- b) of the votes for two or more candidates who receive within 5 votes of each other and cannot both or all be declared elected to the office;

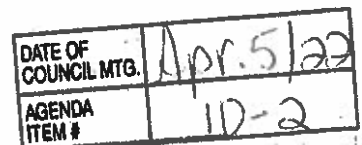
At the discretion of the Clerk, a recount shall be held,

- a) of the votes for two or more candidates who receive within 10 votes of each other and cannot both or all be declared elected to the office.

**READ a FIRST and SECOND time** passed on the 15<sup>th</sup> day of March, 2022;  
**AND READ a THIRD and FINAL time** on April 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO-Clerk



## Schedule 'A'

**Waste Management**

<b>LANDFILL SITE TIPPING FEES</b>	<b>Proposed Cost</b>
<b>Standard Waste</b>	
Household bags (tag or landfill gate fee)	\$1.50/bag
* Commercial Pick-up (anything beyond 6 bags)	\$24/yd <sup>3</sup> + Garbage Truck Rate
Commercial Waste Drop-Off	\$24/yd <sup>3</sup>
Sorted Shingles	\$20/yd <sup>3</sup>
Sorted Wood	\$10/yd <sup>3</sup>
Sorted Compostables	\$5/yd <sup>3</sup>
Sorted Scrap Metal	\$10/yd <sup>3</sup>
Sorted Masonry	\$20/yd <sup>3</sup>
Mixed Load (unsorted construction waste)	\$30/yd <sup>3</sup>
Residential Waste	\$24/yd <sup>3</sup>
Contaminated Waste	\$40/yd <sup>3</sup> + Landfill Attendant
Asbestos or Invasive Plant Species	\$40/yd <sup>3</sup> + Landfill Attendant
<b>Recycling and Other Items</b>	
Large Appliances (Fridge - freon free certified, Stove, etc...)	\$10
Medium Appliances (water tanks, etc...)	\$8
Small Metal Items	\$6
Untagged Appliances	\$35
Dishwasher	\$10
Mattress or Boxspring	\$20/each
Small/Mid Sized Furniture (chair, loveseat, etc...)	\$7
Large Furniture (sofa, etc...)	\$10
Fiberglass Boat	\$10/ft
Tires	\$0 if dropped off in tire pile
Electronics/batteries	\$0 if dropped off in electronics bin
Boxes and Other Recyclables	\$0 if dropped off in recycling bins
<b>Standard Load Sizes</b>	
Pickup Truck 6' box	1.5 yd <sup>3</sup>
Pickup Truck 8' box	1.8 yd <sup>3</sup>
One Ton Dump Truck	3 yd <sup>3</sup>
Single/Tandem Axle Trailer	1.5 to 2 yd <sup>3</sup>
Dump Trailer	3 yd <sup>3</sup>
Tri-Axle Dump Truck	16 yd <sup>3</sup>
Tandem Dump Truck	12 yd <sup>3</sup>
Roll-off	As per bin size

Standard Rates	
Garbage Truck Rate	\$112/hr or \$21/yd <sup>3</sup>
Service Call (to open during closed hours)	\$50 + Landfill Attendant
Landfill Attendant	\$25/hr

\* The Municipality of Powassan will only accept bagged commercial waste, or commercial waste in waste bins that are compatible with the Municipal garbage truck. Unbagged and hazardous refuse is the commercial owners responsibility to dispose of.

\*\* Garbage truck rate is based off OPSS 127 rates. From OPSS 127, item 02.08.07 - Rear dump, single axle, AGW 5000kg is \$61.80/hr. Therefore rate is:

## Schedule 'B'

**Public Works Department**

<b>Description</b>	<b>Proposed Cost</b>
<b>ROADS</b>	
Public Works Staff (resident sewer clean out, steaming private culvert, etc...)	Actual Rate
Road Damage Reinstatement	Cost Recovery
Damage to Guiderails, fire hydrants, signs, posts, etc...	Cost Recovery
Excess Weight Exemption Permit (During Reduce Load Period)	\$100
Oversize or Weight Exemption Permit	\$400
Road Occupancy Permit (Utilities and Contractors for Road cuts and Trenchless)	\$120
* Encroachment Permit	\$250
Encroaching onto Municipal Property Without Permit Approval	Cost Recovery for removal of materials from Municipal Property
* Applicant will assume all legal, Engineering, and Land Survey fees	
<b>ENGINEERING</b>	
Engineering Review and Approvals	Minimum \$600 to a maximum of 3% of the estimated work
Site Inspection	\$150
<b>ENTRANCES</b>	
Residential Entrance Permit	\$120
Commercial Entrance Permit	\$400
Civic Address/911 Sign	\$120 (as per building department)
<b>WATER &amp; SEWER</b>	
Water and sewer Offences, and penalties	As per by-law 2009-12 & 2021-18, or ammending or superceeding by-law

Schedule 'C'

**PLANNING**

Description	FEE (Non-refundable; to be paid in advance)	Deposit (To cover actual costs)
<b>ADMINISTRATION FEES</b>		
Amendment to the Official Plan	\$500.00	\$1,000.00
Amendment of the Zoning By-Law	\$500.00	\$1,000.00
Subdivision Review by Council	\$1,000.00	-
Execution of a Proposed Subdivision Agreement (after Ministry of Housing approval)	\$500.00	\$2,000.00
Site Plan Agreements	\$500.00	\$750.00
Minor Variance	\$500.00	\$500.00
Removal of Holding Symbol from Zoning By-Law	\$50.00	-
Removal of Holding Zone Provisions from By-Law	-	\$100.00
Deeming By-Law	\$400.00	\$800.00
<b>PAID BY PLANNING BOARD</b>		
Reviewing Consent Applications	\$50.00	-
Subdivision Review by Council	-	\$2,000.00

## Schedule 'D'

**BUILDING**

<b>Description</b>	<b>FEE</b>
<b>CONSTRUCTION</b>	
Minimum Fee for Processing and Issuance of Permits (Except where specifically noted otherwise)	\$120.00
Minimum Fee for All Construction (Including new construction, additions, renovations, accessory, etc.)	\$9.00 per \$1000 of Construction Cost
<b>DEMOLITION</b>	
Demolition of a Complete or Partial Building	\$120.00
<b>OTHER BUILDING PROCEDURES</b>	
Temporary Building	\$120.00
Swimming Pools	\$180.00
Outstanding Work Order	\$120.00
911 Signs	\$120.00
<b>ADMINISTRATIVE FEES</b>	
Additional Plan Review (Resubmission)	Cost Recovery
Additional Permit Fee (Revision)	Cost Recovery
Change of Use Permit - Part 9 building	\$100.00
Change of Use Permit - Part 3 building	\$300.00
Conditional Permit Fee	Based on Proposals
If No Inspection is Called Within 12 Months	\$60.00



Premature/Additional Inspections	\$100.00/hr
Transfer of Permit	\$120.00
<b>WORK ORDERS</b>	
Construction Without a Permit; Stop Work Orders	Minimum \$300.00 plus 5% of Construction Costs to a Maximum of \$1,000.00

## Schedule 'E'

**FIRE**

<b>Description</b>	<b>Fee</b>
<b>ADMINISTRATION FEES</b> (Per vehicle used)	
Motor Vehicle Accident/Motor Vehicle Casualties (Each hour or portion thereof)	\$509.89*
For Open Fires Without Permits (Each hour or portion thereof)	\$509.89*
<b>FALSE ALARM PENALTIES</b> (Two (2) per year at no charge)	
Third (3) False Alarm	\$100.00
Fourth (4) False Alarm	\$200.00
Fifth (5) False Alarm	\$400.00
Sixth (6) False Alarm	\$800.00
Seventh (7) And Above False Alarms	\$1,600.00
<b>INSPECTION FEES</b>	
Fire Code or Open Burning (Per Inspector Per Hour)	\$65.00
<b>PERMITS</b>	
Burning Permits (10 Day Non-Recreational)	\$10.00
Burning Permits (30 Day Non-Recreational)	\$30.00
Recreational (Annual)	\$30.00
Fireworks Permit (3 days)	\$30.00
Agricultural	\$30.00

\*Increasing annually commensurate with MTO apparatus rates

Schedule 'F'

## PROPERTY STANDARDS

Description	FEE
<b>PROPERTY STANDARDS/CLEAN YARDS FEES</b>	
<b>Necessary Work Fee</b> (Any work undertaken by the Municipality as the result of an order issued by an Officer)	100% of the cost
<b>Administrative Fee</b> (In addition to Necessary Work Fee)	\$100 or 25% of the Necessary Work Fee (Whichever is greater)

Schedule 'G'

## GENERAL GOVERNMENT

DESCRIPTION	FEE
Tax/water/building/fire/zoning certificate	\$65.00
Photocopies	\$0.35
Returned Item Charge	\$35.00
Bailiff Fees	actual costs
Small Claims Court Costs	actual costs
Lottery Licence	3% of cash value of prizes
Interest and Late Penalties(excl Water Sewer)	15% per annum
Facsimile incoming/outgoing	\$1.00 page(local)
	\$2.00 page (long-distance)
Commissioner of Oaths	\$15.00
Drafting of Document for signature	\$10
Certified Copies	\$10.00
<b>Municipal Freedom of Information and Privacy Act (MFIPPA) as prescribed by legislation</b>	
Request	\$5.00

<b>Search Time (per 15 minutes)</b>	<b>\$7.50</b>
<b>Preparation of Records for Disclosure (per 15 minutes)</b>	<b>\$7.50</b>
<b>Photocopies or print outs (per page)</b>	<b>\$0.20</b>

## Schedule 'H'

**ANIMAL CONTROL**

<b>Description</b>	<b>Fees</b>
Neutered Male or Spayed Female	\$15.00
if only one dog kept.	
Each Additional Dog, Spayed/Neutered	\$20
Unaltered Dogs(Female & Male)	25
Each additional dog, unaltered	35
Kennel license (10 dogs or fewer)	150
(includes 3 tags, additional tags \$1.00 each)	
Kennel license (11 dogs or more)	250
(includes 3 tags, additional tags \$1.00 each)	
Replacement of a lost tag	first occurrence no charge
Bail	\$35- First Offence
	\$45- Second Offence
	\$60 Third and subsequent
Impound Fees	\$25.00 (per day)

Schedule 'I'

## TAX SALE

Description	Fees
Registration of Tax Arrears Certificate	\$600.00 + actual cost to the Municipality*
Processing of Final Notice	\$200.00 + actual cost to the Municipality*
Processing of Cancellation Certificate	\$100.00 + actual cost to the Municipality*
Entering into Extension Agreement	\$300.00 + actual cost to the Municipality*
Upon Advertising for Sale	\$300.00 + actual cost to the Municipality*
Tender Opening	\$300.00 + actual cost to the Municipality*
Finalization of Process	\$500.00 + actual cost to the Municipality*
Tax Sale Tender Information Package	\$10.00
*Professional fees of a lawyer, planner, surveyor, or other professional consultant and their disbursements will be charged at their actual cost to the Municipality in addition to the Municipal administration fee.	

Schedule 'J'

## Trout Creek Community Centre

Description	Cost
<b>ICE RENTAL PER HOUR</b> (HST Included)	
Day Time Ice (Monday - Friday before noon)	\$100.00
Prime Time (Monday - Friday after 12 p.m. and weekends)	\$150.00
Minor Hockey	\$120.00
Birthday Party (Includes ice time plus table set up in lobby)	\$75.00
<b>ICE RENTAL PER 1.5 HOURS</b> (HST Included)	
Prime Time (Monday - Friday after 12 p.m. and weekends)	\$200.00
Minor Hockey	\$160.00
<b>ARENA FLOOR (NO ICE)</b> (HST included)	
Arena Floor Rental (Per day)	\$380.00
<b>HALL RENTALS (Capacity 299)</b> (HST included)	
Event Package Rental (includes early entry for set up; use of bar/hall/kitchen)	\$462.00
Hall Rental Only (Per day)	\$132.00
Bar Rental Only (Per day)	\$184.00
Kitchen (Per day)	\$126.00
New Years Eve (Complete event package)	\$735.00
Meetings; Childrent's Birthday Parties	\$65.00
Arena Floor When Ice Is Out (Per day)	\$380.00
<b>BAR OPERATED BY TCCC</b>	
Minimum Of Five Hours	\$150.00
After Five Hours: Per Hour Per Bartender	\$15.00
<b>SECURITY</b> <i>Required with any Special Occasion Permit</i>	
Minimum Of Five Hours	\$200.00
After Five Hours: Per Hour Per Security Person	\$20.00
<b>DEPOSIT</b>	
Security Deposit (Required to reserve spot)	\$300.00



## Schedule 'K'

**250 Clark**

<b>Description</b>	<b>FEE</b>
<b>Gymnasium</b>	
Regular Rate	\$25.00/hour
Prime Time( Monday-Thursday after 4pm )	\$50.00/hour
Event (max 4 hours, kitchenette for storage/fridge/coffee purposes only)	\$75.00/hour
Public Event/Licensed event	\$500 deposit+Fee + insurance and staffing actuals
<b>Other Spaces</b>	
Maple (Meeting/class only)	\$25.00/hour
Maple (Private event, limited kitchen)	\$50.00/hour
Maple (Private function, 2 hour minimum, full kitchen)	\$75.00/hour
Maple (Private event, limited kitchen)	\$50.00/hour
Maple (Private function, 2 hour minimum, full kitchen)	\$75.00/hour
Cedar/Elm (Meeting/class only)	\$15/hour
<b>Fitness Centre</b>	
Adult Member - Regular Yearly	\$200.00
Youth Member - Regular Yearly	\$75.00
Monthly	\$20.00
Replacement Fob - first occurrence	\$15.00
Replacement Fob - second occurrence and thereafter	\$25.00
Monthly	\$20.00

Sports equipment by request

**AV equipment and tech support at additional cost**

**Private rentals include access to tables, chairs, and wifi  
set-up, take down by renter**

**Youth Users must be accompanied by a paid Adult user at all times**

**Membership fees may be paid monthly by automatic withdrawal administered by the Municipality of Powassan.**

**Regulations apply. Total Fee will be divisible by 12 payments.**

**All fees listed will have necessary sales taxes added**

**Access to the fitness facility is dependent upon completion of necessary training, and administration of paperwork**

## Schedule 'L'

**CEMETERY**

<b>Description</b>	<b>Fee</b>
Regular Plot	241.5
Cremation Plot	100
Regular Interment	350
Cremation Interment	150
Interment – child's casket	115
NEW – Monument under 4' upright – stone dust	150
Monument – under 4' upright – cement	200
Pillow monument - cement	125
Death Registration	25
Vault (participating mun)	115
Vault (non participating mun)	172.5
Admin Fee (burial on existing plot)	75

<b>Item</b>	<b>Care and Maintenance (Provincially mandated) to be used only within certain criteria</b>
Regular Plot	290
Cremation Plot	175
NEW – Monument under 4' upright – stone dust	200
Monument – under 4' upright – cement	200
Pillow monument - cement	100

## Schedule 'M'

**SPORTSPLEX**

Description	FEES
<b>ICE RENTAL PER HOUR</b> (HST Included)	
Daytime (Monday - Friday; 7 a.m. - 4 p.m.)	\$97.00
Prime Time (Monday - Friday after 4 p.m.; weekends)	\$168.00
Powassan Minor Hockey Association Powassan Figure Skating Club	\$133.00
Sports Camps (Daytime hours)	\$133.00
Tournament (Daytime hours)	\$133.00
Summer Ice (May 1 - August 31)	\$193.20
<b>ARENA FLOOR (NO ICE)</b> (HST Included)	
Arena Floor Rental (Per day)	\$860.00
Ball Hockey (Per hour)	\$68.00
<b>HALL RENTALS (Capacity 167)</b> (HST Included)	
Event Package Includes use of bar/hall/kitchen; clean up	\$325.00
Kitchen rental	\$56.00
Meetings; Birthday Parties (Monday - Friday; 7 a.m. - 4 p.m.; maximum of 4 hours)	\$90.00
Meetings; Birthday Parties - Primetime (Monday - Friday after 4 p.m.; weekends; between 4 -8 hours)	\$133.00
<b>BAR OPERATED BY SPORTSPLEX</b>	
Per Hour, Per Bartender	\$10.00
<b>SECURITY</b> (When bar operated by Sportsplex)	
Per Hour, Per Security Person	\$20.00
<b>MUSIC</b>	
Socan Fees (Without dancing)	Current Tarriff plus 10%
Socan Fees (With dancing)	Current Tarriff plus 10%
<b>NON RESIDENT LEAGUE / ACTIVITY FEE</b>	
For Discounted League Ice Time - Per Child	\$25.00
Family Fee	\$40.00
<b>DEPOSIT</b>	
Security Deposit (Required to reserve spot)	\$300.00

Schedule 'N'

## FIELDS

Description	FEE
<b>USER GROUP FEES</b> (HST Included)	
Per League, Per Field, Per Season	\$235.00
Three Day Weekend	\$235.00
One Day (Under 4 hours)	\$57.00
One Day (More than 4 hours)	\$98.00
<b>NON RESIDENT LEAGUE / ACTIVITY FEE</b>	
Per Child	\$25.00
Family Rate	\$40.00

Schedule 'O'

## POOL

Description	FEE (Rate Payers)	FEE (Non-Rate Payers)
<b>10 DAY LESSONS</b> (No HST on lessons)		
Parented Lessons (30 mins; \$4.00/day)	\$40.00	-
Preschool - Level 7 (30 mins)	\$50.00	\$65.00
Levels 8-9 (45 mins)	\$66.00	\$80.00
Semi-Private (30 mins)	\$83.00	\$100.00
Private (30 mins)	\$110.00	\$132.00
<b>OTHER FEES</b> (HST Included)		
Aquafitness	\$5.00	-
Season Pass	\$95.00	\$115.00
Family Pass	\$215.00	\$265.00
Public Swimming	\$4.00	-
Private Rental (One hour)	\$90.00	\$120.00
Private Rental (Two consecutive hours)	\$160.00	\$210.00
Pool BBQ	\$45.00	\$55.00

# **THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

## **BY-LAW NO.2022-08**

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### **Being a By-law to impose fees or charges for services provided by the Corporation of the Municipality of Powassan**

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WHEREAS the Municipal Act, 2001 section 391 gives a municipality the authority to impose fees or charges for services or activities provided and for the use of its property;

AND WHEREAS the Corporation of the Municipality of Powassan has provided adequate public notice;

AND WHEREAS the Corporation of the Municipality of Powassan deems it desirable to establish a by-law to impose and updated existing fees or charges for services provided by the Municipality;

NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF POWASSAN  
HEREBY ENACTS AS FOLLOWS:

1. That the fees and charges listed on the attached Schedules 'A' to 'O' of this by-law be adopted and hereby confirmed as being part of this by-law.
2. That By-laws 2015-15, 2017-13 and 2017-21 be repealed.
3. That this By-law be reviewed every 2 years

Read a FIRST and SECOND time April 05, 2022

Read a THIRD and FINAL time and adopted April 19, 2022

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Mayor

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CAO/Clerk

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**BY-LAW NO. 2022-09**

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Being a By-Law to authorize an agreement between the Federal Economic Development Agency for Northern Ontario as represented by the Minister responsible for the Federal Economic Development Agency for Northern Ontario

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**WHEREAS** FedNor invests to create jobs and accelerate the growth of Northern Ontario's mining supply, enhanced service sectors, and building community infrastructure;

And **WHEREAS** the Municipality of Powassan is desirous of improving recreational infrastructure locally;

And **WHEREAS** the government has invested \$2.4 million in FedNor funding aiding in projects in Nipissing-Timiskaming;

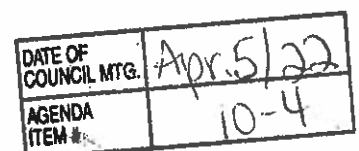
**BE IT THEREFORE ENACTED** by the Municipal Council of the Corporation of the Municipality of Powassan as follows:

1. That the Mayor and CAO/Clerk be and are hereby authorized to execute the attached Agreement between the Corporation of the Municipality of Powassan and Her Majesty the Queen in Right of Ontario as Represented by the Minister responsible for the Federal Economic Development Agency for Northern Ontario
2. That this Agreement will come into effect immediately upon receipt of executed copy from the province.

**READ** a **FIRST** and **SECOND** time, and considered **READ** a **THIRD** and **FINAL** time and adopted for the betterment of the community, this the 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO/Clerk







Government  
of Canada

Gouvernement  
du Canada

Federal Economic Development  
Agency for Northern Ontario  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Agence fédérale de développement  
économique pour le Nord de l'Ontario  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 851-513970

THIS AGREEMENT made as of: December 10, 2021

**BETWEEN**

**The Federal Economic Development Agency for Northern Ontario (the "Agency")**  
As represented by the Minister of Indigenous Services and Minister responsible for the Federal  
Economic Development Agency for Northern Ontario

**– AND –**

**Corporation of the Municipality of Powassan**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 19, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## **1.0     The Agreement**

### **1.1     a)     The following Annexes form part of this Agreement:**

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### **1.2     Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### **1.3     Headings**

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### **1.4     Date of Acceptance**

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

### 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

### 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – General



**2.0     The Project**

- 2.1     The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 1, 2021 (the "Commencement Date") and is completed on or before November 30, 2022 (the "Completion Date").
- 2.2     The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

**3.0     The Contribution**

- 3.1     The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
- a)     60.83% of the incurred Eligible & Supported Costs of \$820,347 of the Project outlined in Annex 1, and
  - b)     \$499,000.
- 3.2     The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 or later than the Completion Date.
- The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.
- 3.3     Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4     The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5     The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

## 5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be "Canada Information". The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

## 6.0 Claims and Payments

### 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.

- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.



#### 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

#### 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

#### 6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

#### 6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

**7.0 Monitoring and Audit**

- 7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.
- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.
- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
  - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.

- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## **8.0 Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.

- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

## **11.0 Environmental and Other Requirements**

- 11.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

- 11.2 Aboriginal consultation

The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

## **12.0 Indemnification and Limitation of Liability**

- 12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 12.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
  - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
  - c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,
- except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.
- 12.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 12.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

**13.0 Default and Remedies****13.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

### 13.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

### 13.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.



**14.0 Project Assets****14.1 Disposal of Assets**

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Agency under this Agreement for a minimum of six (6) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of six (6) years after the expiry or early termination of this Agreement, without the prior written consent of the Agency. As a condition of such consent, the Agency may require the Recipient to repay the Agency the whole or any part of the Contribution paid to the Recipient hereunder.

- 14.2 Prior to the disbursement of the Contribution, the Recipient shall provide evidence satisfactory to the Agency of insurance coverage for property damage in an amount at least equal to the amount of the Contribution and for general liability insurance that is consistent with the level of risk exposure associated with the Recipient activities, as well as satisfactory evidence that the Agency has been named as an Additional Insured and Loss Payee on the policy. The Agency makes no representations as to the adequacy of such insurance coverage and the Recipient must satisfy himself with respect to same.

**15.0 General****15.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
  - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
  - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.

- 15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 15.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

15.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
- c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**16.0    Notice**

16.1    Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2    Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario  
107 Shirreff Avenue, Suite 104  
North Bay ON P1B 7K8

Attention: Mr. Ron Begin  
Canada Community Revitalization Fund  
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

16.3    Any notice or correspondence to the Recipient shall be addressed to:

Mrs. Maureen Lang  
Chief Administrative Officer  
Corporation of the Municipality of Powassan  
466 Main Street, P.O. Box 250  
Powassan ON P0H 1Z0

16.4    Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513970

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**The Federal Economic Development Agency for Northern Ontario (the "Agency")**

As represented by the Minister of Indigenous Services and  
Minister responsible for the Federal Economic Development  
Agency for Northern Ontario

**Perreault, Lucie**

Digitally signed by Perreault,  
Lucie  
Date: 2021.12.10 20:11:05 -05'00'

Per:

Name: Lucie Perreault

Title: Program Director, Federal Economic  
Development Agency for Northern Ontario  
(FedNor)

Date:

**RECIPIENT**

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind Corporation of the Municipality of  
Powassan

**Annex 1**

**THE PROJECT - STATEMENT OF WORK**

**Recipient:** Corporation of the Municipality of Powassan

**Project Number:** 851-513970

**I. PROJECT SCOPE**

i) **Description:**

The Municipality of Powassan is requesting a non-repayable contribution to enhance the park and playground amenities near their down town core.

ii) **Project Location:**  
Powassan, ON

iii) **Dates:**

- a) Commencement Date - December 1, 2021
- b) Completion Date - November 30, 2022

iv) Key Workplan Activities, Timelines and Milestones:

Key components of the plan include:

- moving the playground structures west and creating a new accessible structure and surface to amplify existing equipment
- creating a new parking area to the rear of the existing ball field providing safe parking for numerous amenities
- new covered walkway on the North side of the curling club to access the Sportsplex Community Recreation Centre and Curling Club, allowing the municipality to create more effective accessible spaces and traffic flow in front of the facility
- Improve lighting and fencing to ensure an accessible surface and parking spaces and to divide the parking area clearly from the pool and playground creating a safe outdoor space
- converting the existing guard shack attached to the washroom facilities at the pool into an accessible washroom for the pool and park area
- keeping existing trees and green space as a local lunch space for the downtown core
- removing existing asphalt surface to provide space for the new accessible playground
- adding a small guard shack at the pool deck with storage and office space
- relining sewer line that runs under existing playground
- repairing ball field light standards, bleachers and fencing

v) Performance Measures and Tracking Plan:

Further more, this project:

- Increases regional economic diversity and provides sustainable, competitive activity in a competitive environment
- Builds on an existing Recreation Master plan developed the Municipality of Powassan
- Increases regional capacity to attract new visitation, leading to business support through the development of shared community economic infrastructure
- Identifies and creates opportunities to diversify and stimulate business investment
- Contributes to additional synergies among existing businesses in the Almaguin region

More specifically, this project:

- Leverages \$321,347 from the Municipality of Powassan
- Leverages \$499,000 from FedNor
- Creates and maintains 6 jobs at the Township following the completion of the project
- Creates up to 4 FTEs during the project time period
- Enhances several park and recreation assets within the Municipality



vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$499,000
- Supported	\$820,347	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$321,347
		Other	\$0
Total	<u>\$820,347</u>		<u>\$820,347</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Equipment capital	\$121,347		\$121,347
Capital construction	\$699,000		\$699,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$820,347</u>		<u>\$820,347</u>
<u>Ineligible Costs</u>			
N/A			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<u>\$0</u>
<b>TOTAL PROJECT COSTS</b>			<u>\$820,347</u>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency; and
  - b) Duty to Consult and Capital Assessment Forms have been considered and completed and actioned to the satisfaction of FedNor.  
  
The Proponent shall obtain all certificates, consents, permits and approvals required for compliance with applicable legislation and shall comply with the requirements of such legislation and use its best efforts to resolve any environmental issues that may arise.
- iii) Advance Payments:
  - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

### **III. REPORTING REQUIREMENTS**

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
  - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**COSTING MEMORANDUM**  
**Canada Community Revitalization Fund**

**1.0      General Conditions**

- 1.1      Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a)      directly related to the Project;
  - b)      reasonable;
  - c)      appear in the "The Project-Statement of Work";
  - d)      incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e)      incurred between April 19, 2021 and the Completion Date.
- 1.2      Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 19, 2021 and the Completion Date.
- 1.3      Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4      No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

**2.0      Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

# THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

## BY-LAW NUMBER 2022-10

**A BY-LAW TO AUTHORIZE CERTAIN NEW CAPITAL WORK(S) OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN (THE "MUNICIPALITY"); TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC") FOR FINANCING OF SUCH CAPITAL WORK(S); TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET EXPENDITURES IN CONNECTION WITH SUCH CAPITAL WORK(S); AND TO AUTHORIZE LONG-TERM BORROWING FOR SUCH CAPITAL WORK(S) THROUGH THE ISSUE OF DEBENTURES TO OILC**

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the "**Act**") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule "A" (the "**Capital Work(s)**") attached hereto and forming part of this By-law ("**Schedule A**") in the amount of the respective estimated expenditure set out in column (3) of Schedule "A", subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS in accordance with section 4 of Ontario Regulation 403/02 (the "**Regulation**"), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the "**Updated Limit**"), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule "A" (the "**Authorized Expenditure**" for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the "**Estimated Annual Amount Payable**") and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Local Planning Appeal Tribunal pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

AND WHEREAS subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other

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DATE OF COUNCIL MTG.

way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application in the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be, (the "**Application**") to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

AND WHEREAS OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$425,000 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
  - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
  - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
  - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and



- (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary and long-term borrowing from OILC under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
  4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion of the Capital Work or of each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement which Financing Agreement provides that the information contained in the Record, as defined in the Financing Agreement, in respect of such temporary borrowings shall be deemed final, conclusive and binding on the Municipality, and on such other terms and conditions as such authorized officials may agree; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
  5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
  6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under any outstanding temporary borrowing and/or the Debentures, as the case may be

(the "**Obligations**") and to pay such amounts to OILC from the Consolidated Revenue Fund.

7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under any outstanding temporary borrowing and/or any Debenture outstanding pursuant to the Financing Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8.
  - (a) The Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement, to request and receive any temporary borrowing and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
  - (b) The money realized in respect of any temporary borrowing for the Capital Work(s) and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to any such temporary borrowing and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 5<sup>th</sup> day of April, A.D. 2022.

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PETER MCISAAC  
MAYOR

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MAUREEN LANG  
CAO/CLERK

**Schedule "A"**  
**to By-Law Number 2022-10**  
**(New Capital Work(s))**

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
22-01	Purchase Grader	\$426,400	\$425,000

## Schedule "B" to By-Law Number 2022-10



### Webloans Loan Application PDF

Application for Powassan, The Corporation of The Municipality of

#### Projects

SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
1 0	Powassan Grader Replacement	05/01/2022	06/30/2022	\$420,000.00	\$25,000.00

#### Details of Project Powassan Grader Replacement

Project Category	Municipal Other Infrastructure
Work Type	Other
Other Description	
Project Name	Powassan Grader Replacement
Construction/Purchase Start	05/01/2022
Construction/Purchase End	06/30/2022
Energy Conservation	<input type="checkbox"/>
Project Address 1	
Project Address 2	
City / Town	Powassan
Province	ON
Postal Code	
Description	The purpose of this loan is to finance the purchase of a new grader to replace the municipal one that has been made.
Comments and/or Special Requests	
Project Life Span (Years)	10

#### Project Financial Information

Project Cost (A)

**Other Project Funding/Financing (B):**

Description	Timing	Amount
Cash on hand	Existing	\$1,400.00
Other Project Funding/Financing Total (B)		\$1,400.00
OILC Loan Amount (A-B)		\$0.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Use	Amount	Term	Type
	\$0	10	Senior

Long-term Borrowing Total

**Debt and Re-payments Summary**

Has there been any new/undisclosed debt acquired since last FIR was submitted? ☒ Yes ☐ No

Loan Purpose	Initial Amount Borrowed	Outstanding Amount	Annual Interest Rate	Date Borrowed	Maturity Year	Summary Pledges	Payment Plan	Payment Amount	Payment Frequency
Fire Tanker Purchase	\$100,000.00	\$120,000.00	3.45	07/01/2021	2026		Blended	\$2,850.00	Monthly
Landfill Compactor Purchase	\$98,800.52	\$62,340.22	3.45	05/23/2021	2026		Blended	\$1,850.00	Monthly
Road Construction	\$100,000.00	\$470,240.00	2.95	10/20/2021	2028		Blended	\$7,033.00	Monthly
General Capital Loan	\$1,324,292.57	\$1,452,292.05	2.21	08/10/2021	2030		Blended	\$58,198.00	Semi-annually

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

**Non Re-payments of Loans or Debenture**

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details

**OILC Loan Repayment Information**

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	
User Fees	
Service Charges	
Development Charges	
Connection Fees	
Repayment Subsidies	
Other	

Total

## Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires documents as noted below to be marked or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below:

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certified and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Liabilities on the OILC template (original, signed & sealed)
- Updated Certified Amount Repayment and Cancellation Statement

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

### Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

## Infrastructure Ontario

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# THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

## BY-LAW NUMBER 2022-11

**A BY-LAW TO APPROVE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC") FOR THE LONG-TERM FINANCING OF CERTAIN CAPITAL WORK(S) OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN (THE "MUNICIPALITY"); AND TO AUTHORIZE THE ENTERING INTO OF A RATE OFFER LETTER AGREEMENT PURSUANT TO WHICH THE MUNICIPALITY WILL ISSUE DEBENTURES TO OILC**

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the "**Act**") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Municipality has passed the by-law(s) enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law ("**Schedule "A"**") authorizing the capital work(s) described in column (2) of Schedule "A" ("**Capital Work(s)**") in the amount of the respective estimated expenditure set out in column (3) of Schedule "A" , subject in each case to approval by OILC of the long-term financing for such Capital Work(s) requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the "**Regulation**"), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the "**Updated Limit**"), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule "A" (the "**Authorized Expenditure**" for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, and determined that the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Local Planning Appeal Tribunal pursuant to the Regulation, was not required before any such Capital Work was authorized by the Council of the Municipality;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

DATE OF COUNCIL MTG.	Apr 5/22
AGENDA ITEM #	10-6

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application in the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC, substantially in the form of Schedule "B" hereto and forming part of this By-law (the "**Application**");

AND WHEREAS OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be;

AND WHEREAS at least five (5) business days prior to the passing of the debenture by-law in connection with the issue of Debentures as defined below, OILC will provide the Municipality with a rate offer letter agreement substantially in the form as provided to the Municipality on or prior to the date of this By-law (the "**Rate Offer Letter Agreement**");

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF POWASSAN ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the long-term financing of the Capital Work(s) in the maximum principal amount of \$425,000, with such changes thereon as such authorized official may hereafter, approve such execution and delivery to be conclusive evidence of such approval.
2. The Mayor and the Treasurer are hereby authorized to execute and deliver for and on behalf of the Municipality the Rate Offer Letter Agreement under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. Subject to the terms and conditions of the Rate Offer Letter Agreement, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Rate Offer Letter Agreement (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the



Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures (the "**Obligations**") and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Debentures issued pursuant to the Rate Offer Letter Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
6.
  - (a) The Mayor and the Treasurer are hereby authorized to execute and deliver the Rate Offer Letter Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the terms and conditions that apply to the Municipality as set out in the Rate Offer Letter Agreement and to perform the Obligations of the Municipality under the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
  - (b) The money realized in respect of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
7. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 5th day of April, A.D. 2022.

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PETER MCISAAC  
MAYOR

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MAUREEN LANG  
CAO/CLERK

**Schedule "A"**  
**to By-Law Number 2022-11**  
**(Capital Work(s))**

(1)	(2)	(3)	(4)
<u>By-Law Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
2022-10	Purchase new grader	\$426,400	\$425,000

## Schedule "B" to By-Law Number 2022-11



### Webloans Loan Application PDF

Application for Powassan: The Corporation of The Municipality of

#### Projects

SIF Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
1 0	Powassan Grader Replacement	08-01-2022	08-01-2022	\$420,400.00	425,000.00

#### Details of Project Powassan Grader Replacement

Project Category	Municipal Other Infrastructure
Work Type	Others
Other Description	
Project Name	Powassan Grader Replacement
Construction/Purchase Start	08-01-2022
Construction/Purchase End	08-01-2022
Energy Conservation	<input type="checkbox"/>
Project Address 1	
Project Address 2	
City / Town	Powassan
Province	ON
Postal Code	
Description	The purpose of this loan is to finance the purchase of a new grader to replace the municipal's aging 1990 model.
Comments and/or Special Requests	
Project Life Span (Years)	30

#### Project Financial Information

Project Cost (A)

Other Project Funding Financing (B)		
Description	Timing	Amount
Cash on hand	Existing	\$1,400.00
Other Project Funding Financing Total (B)		\$1,400.00
OILC Loan Amount (A-B)		

Long-term Borrowing Total

## Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted? ☒ Yes ☐ No

			Annual						
	Initial Amount	Outstanding	Interest	Date	Maturity	Summary	Payment	Payment	Payment
Loan Purpose	Borrowed	Amount	Rate	Borrowed	Year	Pledges	Plan	Amount	Frequency
For Farmer Purchase	\$120,000.00	\$120,000.00	3.45	06/01/2021	2026		Blended	\$2,850.00	Monthly
Landfill Compactor Purchase	\$55,000.00	\$55,000.00	3.45	05/28/2021	2026		Blended	\$1,650.00	Monthly
Road Construction	\$500,000.00	\$470,000.00	2.05	10/20/2021	2028		Blended	\$7,000.00	Monthly
General Capital Loan	\$1,250,000.00	\$1,442,250.00	2.21	08/10/2021	2030		Blended	\$18,000.00	Semiannually

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

## Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

## OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

### Taxation

**User Fees** 40

Service Charges	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404
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Development Charges 0.00

	Connection Fees	Other Fees	Total Monthly Cost
Landline	\$10.00	\$0.00	\$10.00
Cable Modem	\$10.00	\$5.00	\$15.00
Dial-up	\$10.00	\$0.00	\$10.00
Fiber Optic	\$10.00	\$0.00	\$10.00
Satellite	\$10.00	\$10.00	\$20.00
Tethering	\$10.00	\$0.00	\$10.00
VDSL	\$10.00	\$0.00	\$10.00
Wireless	\$10.00	\$0.00	\$10.00
XDSL	\$10.00	\$0.00	\$10.00

### Repayment Subsidies

Other \_\_\_\_\_

Total

## Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below:

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template by law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Ligation Using the OILC template (original signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed unless such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

### Confidential Information

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## Infrastructure Ontario

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**Maureen Lang**

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**From:** AMO Events <events@amo.on.ca>  
**Sent:** March 29, 2022 10:01 AM  
**To:** Maureen Lang  
**Subject:** [SPAM KEYWORD] - Reminder: AMO 2022 Registration and Room Booking - Found word(s) opt out in the HTML body

AMO Update not displaying correctly? [View the online version](#)  
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1 29, 2022

## AMO 2022 Conference

### Registration and Important Room Booking Information

AMO 2022 will be live and in-person in the City of Ottawa, August 14-17, 2022.

AMO has been planning for an outstanding event that will bring together Ontario's municipal sector, a newly elected provincial government and party leaders, and key stakeholders and partners in the nation's capital.

Registration information will be shared in the coming weeks.

#### Hotel Accommodations

Room bookings for the AMO 2022 Conference will be available on April 4, at 10:00am.

For more information on hotels please visit the [AMO website](#).

#### Registration

Registration opens April 11, 2022. Take advantage of the registration early bird rates until May 13, 2022.

#### COVID

COVID related practices at the AMO Conference will be informed by provincial and local public health guidance at the time. This will be subject to change.

For more questions? Contact [events@amo.on.ca](mailto:events@amo.on.ca)

Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	12-1

[Delegation Meetings](#)

[Hotel Information](#)

[Program](#)

[Registration](#)

[Sponsorship and Exhibitor  
Information](#)



COVID related practices at the AMO Conference will be informed by provincial and local public health guidance at the time and will be subject to change.

**Registration will open Monday, April 11, 2022 at 10 am**

### Registration Fees

\*\* Early Bird rate ends Friday, May 13 at 4:00pm

\*\* On-line Registration ends Thursday, August 11 at 12:00pm

Packages	Early Bird			Regular		
	Members	Non-Members	Student	Members	Non-Members	Student
A	\$799	\$990	\$435	\$899	\$1050	\$465
B	\$739	\$925	\$400	\$835	\$975	\$430
C	\$550	\$635	\$285	\$585	\$675	\$300

	Rate
Social Pass A	\$125
Social Pass B	\$50

	Pre-Conference Clinics

TBD	\$300
TBD	\$360

## **2022 AMO Conference Registration Packages**

### **Delegate Package A: Full Conference**

This package includes:

- Access to all scheduled conference educational programming on Monday, Tuesday, and Wednesday.
- Access to all scheduled conference networking events and receptions on Sunday, Monday, and Tuesday.
- One ticket to the Tuesday evening social event (off-site).
- A Monday lunch Ticket.
- A Tuesday lunch ticket, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference.
- Access to the Tuesday and Wednesday Insight Breakfasts.

### **Delegate Package B: Education +**

(Full Conference, excluding the Tuesday Evening Social)

This package includes:

- Access to all scheduled conference educational programming on Monday, Tuesday, and Wednesday.
- Access to all scheduled conference networking events and receptions on Sunday, Monday, and Tuesday.
- A Monday lunch ticket.
- A Tuesday lunch ticket, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference.
- Access to the Tuesday and Wednesday Insight Breakfasts.

### **Delegate Package C: Day Rate**

This package includes:

- Access to all scheduled conference educational programming and networking events on the day of your choosing.
- If you choose Monday, a lunch will be assigned.
- If attending Tuesday, you will be asked to pre-select the lunch topic you wish to attend 60 days prior to the Conference.
- Access to the Tuesday or Wednesday Insight Breakfasts.

This is a per day rate. If you wish to attend one or two days, please choose this option on the registration form. To attend Monday, Tuesday, and Wednesday, please select either Package A or B for the best rates.

\* To be eligible for a student rate, please provide a copy of your current student identification at time of registration. This rate is open to all full-time secondary and post-secondary students.



## **Conference Social Pass**

AMO is once again offering a Social Pass for partners. These passes provide partners access to the social and networking events that are part of the scheduled Conference programming. Social passes do not provide access to plenary hall sessions or speeches, concurrent educational programming, Insight Breakfasts, Learning Lunches, or the Trade Show (except during reception). AMO offers two options:

### **1. Social Pass A.**

This pass includes:

- Access to all scheduled conference networking events and receptions on Sunday, Monday, and Tuesday.
- One ticket to the Tuesday evening social event (off-site).
- Access to the trade show on Sunday.

### **2. Social Pass B.**

This pass includes:

- Access to all scheduled conference networking events and receptions on Sunday, Monday, and Tuesday.
- Access to the trade show on Sunday.

If you are purchasing a social pass for a partner, please ensure that the pass purchased matches the Delegate Package purchased. For example: Social Pass A provides the same social access as Delegate Package A, and Social Pass B provides the same social access as Delegate Package B.

## **Pre-Conference Clinics**

AMO will be offering half-day clinics. Stay tuned for information.

## **Cancellation Policy**

All cancellations must be submitted in writing to the Association of Municipalities of Ontario via e-mail to [events@amo.on.ca](mailto:events@amo.on.ca). Cancellations received prior to 4:00 pm ET, July 4, 2022, will be eligible for a refund less \$95.00 (plus HST) for members and \$120.00 (plus HST) for non-members administration fee. Cancellations made after 4:00 pm are non-refundable. An alternate attendee name may be substituted at any time.



The Corporation of the  
City of North Bay  
200 McIntyre Street East,  
P.O. Box 360  
North Bay, Ontario  
Canada P1B 8H8  
Tel: (705) 474-0400

RECEIVED  
MAR 23 2022  
The Municipality of Powassan

March 21, 2022

Municipality of Powassan  
P.O. Box 250  
466 Main Street  
Powassan ON  
P0H 1Z0

Attention: Maureen Lang, Clerk-Treasurer

Dear Ms. Lang,

**Re: Participation in the City of North Bay's Household Hazardous Waste Program**

The City of North Bay is once again inviting surrounding municipalities to participate in the City's Household Hazardous Waste Program.

North Bay City Council has agreed to accept hazardous waste from other municipal households as long as those participating municipalities share in the operating and disposal costs.

If you are interested in participating in this program, please contact me at 705-474-0400 ext. 5221 or by email at [victoria.thomas@northbay.ca](mailto:victoria.thomas@northbay.ca) for further information.

Sincerely,

*Victoria Thomas*

Victoria Thomas  
Environmental Control Officer

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	12-2.

Municipality of Powassan Integrity Commissioner – David C. King  
Citation: Evan Hughes v. Councillor Randy Hall  
Date: March 17, 2022

## REPORT ON COMPLAINT

**Notice:** Municipal Integrity Commissioners provide investigation reports to their respective municipal council and in most cases, make recommendations for imposition of penalty or other remedial action to the municipal Council.

Reference should be made to the Municipality of Powassan meeting minutes to obtain information about their consideration this report.

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## THE COMPLAINT

1. Evan Hughes (Complainant) alleges that Councillor Randy Hall (Respondent) contravened the Municipality of Powassan Code of Conduct for Members of Council on three occasions during meetings held on December 7, 2021; December 13, 2021, and January 4, 2022.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	12-3

## **SUMMARY**

2. Based on my investigation into the three occasions where the Complainant alleges the Respondent contravened the Municipality of Powassan Council Code of Conduct, I find the following:

### **Incident #1- December 7, 2021, Council Meeting**

3. The Respondent contravened the Code of Conduct by not exercising reasonable care when expressing his frustrations regarding the establishment of the municipal arena committee.

4. The Respondent contravened the Code of Conduct when he acted in a way that did not enhance public confidence in local government.

5. The Respondent contravened the Code of Conduct by making intimidating remarks regarding staff involved in trying to establish the municipal arenas committee.

### **Incident #2 - December 13, 2021, Public Works Committee meeting**

6. I have no evidence to indicate the Respondent contravened the Code of Conduct with the exception that the Respondent did not exercise reasonable care and diligence with his comments during the meeting.

### **Incident #3 – January 4, 2022, Council Meeting**

7. As in Incident # 2, I have no evidence to indicate the Respondent contravened the Code of Conduct with the exception that the Respondent did not exercise reasonable care and diligence with his comments during the meeting.

8. In light of the contraventions listed above, and in accordance with the provisions of the Municipality of Powassan Council Code of Conduct-2011 the I am recommending that Council reprimand the Respondent for his actions.

## **BACKGROUND**

9. On January 4, 2022, and on January 11, 2022, I received applications for Municipal Code of Conduct Inquiries from the Complainant.

### **Incident #1**

10. In the January 4, application, the Complainant alleges that during the December 7, 2021, Council meeting, the Respondent made several inferences and claims against staff including that staff were to help organize a meeting for the arenas committee; were conducting themselves dishonestly and that they were working against the wishes of Council. It was also suggested by the Respondent that the Chief Administrative Officer (CAO) was the main staff member at fault for "dropping the ball" with this committee and inaugural meeting.

11. In this regard, it is alleged that the Respondent did not fulfill the following roles and obligations of the Municipal Code of Conduct to:

- I. act honestly and exercise reasonable care and diligence;
- II. act in a way that enhances public confidence in local government, and;
- III. refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others.

12. April 13, 2021, in an email to the Municipality of Powassan's CAO, the Respondent requested the opportunity to provide a verbal report to Council at the May 4, 2021, Council meeting regarding a business plan/viability study on the curling rink, Sportsplex and Trout Creek Community Centre.

13. During the May 4, 2021, Council meeting, resolution 2021-151 was passed : "That staff provide further details to Council at the next meeting regarding assembling a committee to review the fiscal responsibilities of operating the current recreation facilities, the projected capital needs and the community needs".

14. May 12, 2021, the Respondent sent an email to the Deputy-Clerk and CAO providing them with a document entitled Committee Mandate DRAFT for the May 18<sup>th</sup> Council meeting.

15. At the May 18, 2021, Council meeting resolution 2021-170 was approved by Council indicating the following:

"That an interim committee be developed and mandated to look at the cost of operation and the overall costs to the Municipality of Powassan of the Trout Creek Community Centre, the Sportsplex Arena, and the Curling Rink.

That staff advertise for committee members; and that

This committee will make recommendations to the Powassan Municipal Council, the Trout Creek Community Centre Board, and the Powassan Recreation Committee on how to reduce the Municipal Taxation Allotment required each fiscal year to balance their operational costs.

It is hoped that this committee will find ways of achieving cost savings and/or increased revenues by developing a current business plan for each venue along with marketing strategies."

16. May 21, 2021, the Respondent sent an email to the CAO and a member of the local media in response to questions regarding the formation of the municipal arenas committee and its composition.

17. May 26, 2021, the Deputy Clerk sent an email to the Administrative Assistant of the Trout Creek Community Centre and the Recreation and Facilities Manager of the Sportsplex asking them to circulate a request for volunteers from their respective committees for the municipal arenas committee.

18. June 18, 2021, the Deputy Clerk sent a follow up email to the Administrative Assistant and the Facilities Manager to see if their committee members- specifically the chairpersons- had responded to either showing their interest or declined participation in the committee.

19. July 6, 2021, the Deputy Clerk sent an email to the Respondent and copied Councillor Piekarski indicating the following:

"Attached are the volunteers thus far for the committee and their contact email for your records per our call yesterday.

I will also forward written confirmation from Norma and Mike that no additional persons from their committees, inclusive of the chairs, have responded with interest or intention of participating.

When you are ready, I'll take your text and put it on letterhead etc. for circulation.

As mentioned, – It would be beneficial to include not only the staff contact for the committee and their details, but the intended night/day for meetings – as such I will cc. Councillor Piekarski here so that she can provide feedback on dates that work best for her schedule as the Council rep. Let me know if you need anything else."

20. July 23, 2021, the Respondent sent an email to the Deputy-Clerk and copied the CAO, Mayor McIsaac, and Councillor Piekarski on the subject of "Introduction Letter for Arenas Committee members". In the email the Respondent provided a draft introduction letter to the members that have agreed to sit on the committee and indicated his hope that the first meeting could be held during the last 2 weeks of August.

21. July 23, 2021, under the subject of "Introduction Letter for Arenas Committee members" Councillor Piekarski sent an email to the Deputy Clerk indicating the following: "I edited this letter for Randy. You will notice that under PROCESS there is an opportunity to name a date to begin. Could Randy and you pick a date to include in this letter?"

22. July 26, 2021, the Deputy Clerk responded to Councillor Piekarski indicating: "In my previous emails Councillor Hall had asked that the date be reflective of your preferences since you will be the one in attendance. I hadn't received any response.

It is my understanding that Randy does not intend to attend, but we can certainly choose a date that doesn't conflict with anything on the municipal meeting calendar if you prefer."

23. September 10, 2021, the Respondent sent an email to the Deputy-Clerk and copied Mayor McIsaac and the CAO, asking about the status of the municipal arenas committee with the offer to getting the Committee up

and running. One of the proposed members for the Committee had contacted the Respondent and inquired "what was up and why it was not moving forward"?

24. September 13, 2021, the Deputy Clerk replied to the Respondent outlining a number of personal and intervening municipal issues that were contributing to the delay of the establishment of the committee and advised the CAO had recommended delaying the start of the committee until such time as the new municipal Treasurer was on board. She also advised that the new Administrative Assistant would be the new staff contact for the arenas committee.

25. On September 13, 2021, an email was then sent from the Deputy-Clerk to the members of the arenas committee, requesting the members to identify their ability to attend a meeting of the committee on either September 23 or 29<sup>th</sup>. The meeting was to allow members of Council to give some background on the matter and to allow them to meet the new Administrative Assistant, who will be their new contact moving forward and would be responsible to take minutes, prepare the agenda and assist the new Treasurer in communicating with the group.

26. On September 15, 2021, the Respondent sent an email to the CAO and copied the Deputy-Clerk asking that the following agenda item be added to the next Council meeting: Please add to "Unfinished business." Report from Clerk Lang regarding Arenas Committee standing and changes. ie: Name change. Later starting date, committee membership list.

27. Following this email the CAO had a telephone discussion with the Respondent to discuss the September 15<sup>th</sup> request.

28. On September 23, 2021, at 11:02 a.m. the Administrative Assistant sent an email to the Arenas/volunteer committee members indicating that a decision had been made to not hold the meeting (previously scheduled for September 23 or 29, 2021). "We are going to wait until the Treasurer has started and then we can host an official first meeting, with everyone included. Once the Treasurer is able to gather the information needed, I will send an email with some dates and times, and then we can move forward from there."



29. In the afternoon of September 23, 2012, at 4:18 p.m. the Respondent sent an email to the Administrative Assistant asking for a list of the members of the volunteer committee. At 4:27p.m. the list requested, was provided to the Respondent.

30. On November 30<sup>th</sup>, 2021, the CAO sent an email to the Respondent recommending that a meeting of the "Facilities Review Committee" formally known as the municipal arenas committee be held in December 2021 to discuss the scope, objectives, and goals.

31. In an email sent at 2:48 p.m. on December 6, 2021, to the CAO, members of Council, the Treasurer and Administrative Assistant regarding the committee, the Respondent referred to a conversation he had with the CAO the previous week and expressed his frustration about the delays with the establishment of the committee.

32. He also questioned if there was someone who was deliberately trying to stop this committee and expressed his belief that to hold a meeting in December would be unfair and unprofessional given that December was busy enough with the holiday season.

33. In the email, the Respondent also suggested that he send an "introduction letter" to the Committee members with apologies from the municipality and provide a confirmed date of Monday, January 10, 2021.

34. During the December 7, 2021, Council meeting, the Respondent expressed his frustration with the lack of progress of the proposed committee including the following statements: "I don't know who is making this decision"; "I'll be honest with you I don't trust anyone other than myself to send the information out to the committee members. It has been eight months"; "there were two different people that were responsible for getting the committee up and running and both let it go." (See Facebook 56:00 to 1:14:30)

35. On Monday January 10, 2022, the first meeting of the municipal arenas committee was held, and since then meetings have been held on February and March 7<sup>th</sup>, 2022.

## **Incident #2**

36. During the, Municipality of Powassan, Public Works Committee meeting held on December 13, 2021, the Complainant alleges the Respondent raised a number of discussion points that were not relevant to the discussion of the quarry application and were factually incorrect.

37. In doing so, the Complainant feels the Respondent contravened the Council Code of Conduct by failing to:

- I. act honestly and exercise reasonable care and diligence;
- II. act with integrity and impartiality and be able to bear close scrutiny;
- III. represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality
- IV. refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others

38. The Complainant owns and operates the Oak Ridge Quarry in the Powassan area and is currently in the process of applying to the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF) for a major amendment to aggregate license #626290, South Himsworth Township, to increase the yearly tonnage limit from 150,000 to 250,000 tones.

39. The application to MNDMNRF indicates that the property is 27.3 hectares in size and there is an existing Class A licence for both a pit and quarry for the site. The site has been active since the issuance of the Licence as the Licensee works to increase his market share for the area, particularly for quarried rock.

40. Under the Aggregate Resources Act, applications to the MNDMNRF for an amendment to an aggregate licence must be circulated to landowners within 120 metres of the boundary site of the application.

41. On November 15, 2021, Pebble Beach Aggregate (acting on behalf of the Complainant) sent a letter to the Municipality of Powassan asking if the

municipality had any objections regarding the issuance of a licence for the proposed major amendment for the Oak Ridge Quarry.

42. On December 13, 2021, as part of the Municipality of Powassan Public Works meeting, the issuance of a licence by the MNDMNRF for the Oak Ridge Quarry was discussed. Also in attendance were members of the public who owned property in the vicinity of the quarry. The purpose of including this item on the Public Works meeting agenda was to discuss the proposed licence amendment and to allow members of Council and the public to express their concerns.

43. During the meeting, it is alleged by the Complainant that the Respondent suggested that the Oak Ridge Quarry Operations were responsible for damage to area foundations/basements and wells. (See, Facebook 6:35 to 8:10 and 13:35 – 16:48)

44. Following the meeting, the Public Works Engineer sent a letter to the MNDMNRF and Pebble Beach Aggregates on December 16, 2021, conveying the concerns of the Municipality of Powassan about the proposed major amendment to the quarry application and other comments brought forth by the public in attendance (See appendix 1)

45. The Environmental Registry of Ontario indicates that the consultation period for the proposed licence amendment closes at 11:59 p.m. March 25, 2022.

### **Incident #3**

46. On January 4, 2022, the Municipality of Powassan held its regular Council Meeting. In accordance with its procedural by-law, Council is required to review and approve or amend prior meeting minutes. As a result, a discussion took place regarding the December 13, 2021, Public Works Committee meeting minutes.

47. It is alleged by the Complainant that during the meeting, the Respondent discussed several items about the quarry that were not part of the Public Works meeting minutes as well as an alleged discussion the Complainant had with one of the residents near the boundary of the quarry, regarding blasting readings.

48. During the Council meeting, the Respondent raised three points regarding the minutes of the December 13, 2021, Public Works meeting.

49. The first, was a question asking if the letter sent to the MNDMNRF and Pebble Beach Aggregate following the Public Works committee meeting had been sent to all the residents in attendance. Confirmation was provided that the letter had been sent to all residents in attendance.

50. The second was a comment by the Respondent indicating that he felt the letter sent by the municipality was biased.

51. The third point was in regard to the meeting minutes where it was indicated that staff were to see what the acceptable decibel levels are for blasting. The Respondent indicated that decibel levels were not in question, but rather he believed it was actually underground vibration (maximum particulate vibration) that was being referred to.

52. On January 6, 2022, Mr. David Villard, President of Pebble Beach Aggregate wrote to Mayor McIsaac regarding statements made by the Respondent during the January 4, 2022, Council meeting regarding the application for a major amendment to the Oak Ridge Quarry Licence. In the letter, Mr. Villard expresses concern that the Respondent had provided misleading information in a public forum and had questioned his credibility as a consultant. Mr. Villard requested a public apology from the Respondent for his actions.

53. On January 10, 2022, a letter was sent to Mayor McIsaac from the Complainant regarding the conduct of the Respondent during the January 4, 2022, Council meeting expressing similar concerns to those of Mr. Villard. The Complainant also requested that the Respondent issue a formal apology at the next Council meeting and retracts his "baseless statements regarding my quarry operations on Oakwood Road."

54. In response to the letters from Mr. Villard and the Complainant, the Respondent read the following apology to both men during the January 18, 2022, Council meeting:

55. "In retrospect, I feel the comments that caused concern were ill timed, unprofessional and I recant them. I sincerely apologize if I have put you personally, or your company in a negative light."

## **PROCESS FOLLOWED**

56. The following is the process followed to ensure fairness to both the individual bringing the complaint and the respondent:

- i) The Respondent receives notice of the Complaint and is given an opportunity to respond.
- ii) The Respondent(s) is made aware of the Complainant's name.
- iii) I interview any witnesses that I believe have relevant evidence.

## **POSITION OF THE COMPLAINANT (Evan Hughes)**

57. The following are excerpts of information provided by the Complainant as part of his applications for this Municipal Code of Conduct inquiry.

58. The Complainant alleges that on December 7, 2021 the Respondent did not fulfill his duty to act honestly and to exercise reasonable care and diligence; act in a way that enhances public confidence in local government and refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse or the adverse treatment of others, when during the meeting, the Respondent made several inferences and claims against staff, including that staff were to help organize a meeting for the Arenas Committee, were conducting themselves dishonestly and were working against the wishes of Council. Further, the Respondent suggested that the CAO/Clerk was the main staff member at fault for "dropping the ball" with the committee and its inaugural meeting.

59. On December 13, 2022, during the Public Works committee meeting, it is alleged by the Complainant that the Respondent suggested without any third party evidence, that the operations of the Oak Ridge Quarry owned by Mr. Hughes, was responsible for damage to area residents' foundations/basements and wells.

60. To quote the Complainant, "Councillor Hall's choice of words has an enormous impact -especially those people that are opposed to my business operations. Even during that meeting, concerned residents that may have never mentioned any basement or well issues prior, began suggesting that

their properties may be compromised. I strongly feel that this is in large part or completely due to Councillor Hall suggesting that my business operations are responsible. In short, I feel that Councillor Hall's comments were slander against my name and character."

61. As a result, the Complainant is alleging that the Respondent did not fulfill his duty to act honestly; exercise reasonable care and diligence; act with integrity and impartiality and be able to bear the closest scrutiny; to represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality and an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse or the adverse treatment of others.

62. On January 4, 2022, during the regular meeting of Council, it is alleged that the same Code of Conduct obligations were violated as during the December 13, 2021, meeting, when the Respondent discussed several items that were not part of the Public Works meeting minutes regarding the quarry and conveyed a discussion that the Complainant had with one of the residents near the boundary of the quarry, regarding blasting readings. In the words of the Complainant, "Council members need to remember that their words matter and can have a significant impact on those involved."

### **POSITION OF THE RESPONDENT (Councillor Randy Hall)**

63. The following is a summary of the information provided by the Respondent on February 4, 2022, in response to the allegations made by the Complainant.

64. "If I may start out with a couple of statements.

I may be biased being that I work in the education field, but I wish there would have been a course available to take prior to me running for Council. I find that being on Council has had a very steep learning curve while at the same time being a school of "hard knocks". Some of the lessons are tough and it has been a lot of work and commitment getting up to speed.

I would like you to know that I have learned from this process and regardless of the outcome, I will approach similar situations in the future in a different (and hopefully) more experienced and proper manner.

I also would like to state that my actions were to represent residents that asked me to bring their issues forward so the process to resolution could be started. I thought I was within the allowable guidelines of these processes, but I will concede that due to my inexperience I may not have been.

Please find in the attachment my comments regarding the three allegations brought forward regarding my conduct as Deputy Mayor of the Municipality of Powassan.

In the attachment you will find my comments in the time stamped sections of the meetings in question. I feel that you hearing my recorded comments, will give you the best representation of what was said and how I conducted myself in each situation.

I have also included some time stamped sections of residents' comments I feel are related to the identified allegations."

65. **December 7, 2021, Council Meeting Allegation**

- Other than a member of the Press, I do not believe anyone else from the public was in attendance.
- I do not feel I accused CAO Lang of any wrongdoing.
- I did talk to CAO Lang twice, once after the meeting and once after receiving notification of this complaint to ensure that I did not speak disrespectfully towards her. She assured me both times that I did not.
- At the January 18<sup>th</sup>. Council meeting while in the "In-Camera" portion of the meeting, a conversation concerning communication allowed me to state to Mayor McIsaac that I regretted raising my voice towards him during the Arena Committee discussion, I believe he responded that he appreciated that.
- I do feel that on-line viewing may be skewed in comparison to being in attendance to fully understand what is being said and to who.
- Please find below the hyperlink and the timestamp for my Dec. 7 comments.

Facebook Time Stamp 56:00 – 1:14:30

66. **December 13, 2021, Public Works Meeting Allegation**

- Issues and concerns around the operations relating to Mr. Hughes quarry on Oakwood Road have been on going for a couple of years now.
- I have talked numerous times to various residents and taxpayers affected by the quarry operations during this time frame.
- I was simply supporting residents by bringing their concerns forward. Many of these residents have commented that they feel their voices have been falling on deaf ears.
- My points were derived from comments brought to me and situations observed by me.
- The residents in attendance brought forward many more concerns than the points I raised. See time stamp 20:40 below.
- I do not believe I stated Mr. Hughes directly caused damage to a specific basement foundation or any wells. These were concerns raised by residents.
- Please find below the hyperlink and the timestamps for my comments and those of the residents in attendance.

Facebook Time Stamp - My Comments

6:35 – 8:10 and 13:35 – 16:48, Resident Comments starting at 20:40

67. **January 4, 2022, Council Meeting Allegation**

- When responding to a mistake in Public Works meeting minutes relating to the units of measurement of blasting, I did indicate what I thought should have been the units of measurement.
- See hyperlink below at time stamp 36:00 to 46:00

[https://www.facebook.com/municipalityofpowassan/videos/1011536046371](https://www.facebook.com/municipalityofpowassan/videos/1011536046371661)

661

- I did give reference using a document concerning different levels of blasting at that time and I did quote comments made by a resident at the December 13, Public Works Meeting. I felt that since they were of public record, I could refer back to them. See the December 13,



2021, Public Works Meeting hyperlink and Time Stamp 20:40 – 25:10 for the comments quoted.

- Letters to the Municipality from David Villard of Pebble Beach Aggregate (representing Mr. Hughes's major amendment application) and Mr. Hughes demanded I apologize for these comments.
- I felt my comments had been excessive, I regretted saying them, therefore I agreed to apologize.
- I was advised to keep my apology short and to the point, which I did, at the January 18, 2022, Council Meeting. In my apology, I did recant my comments as requested by Mr. Hughes. See below hyperlink at Facebook time stamp 10:40 – 11:24.
- I also indicated that I apologized in a newspaper interview following the January 18 meeting and I specifically mentioned that my comments were excessive. (See appendix 2, Almaguin News Article)

**68. Added Points**

- At no time did I disobey the Chair during any of the identified conversations or during the meetings.
- I do feel that on-line viewing may be skewed in comparison to being in attendance to fully understand how and what is being said and to who.

**FINDINGS OF FACT**

69. Most of the relevant findings of fact are set out in the Background section, above.

70. Municipality of Powassan Council Code of Conduct (See appendix 3)

**ISSUES AND ANALYSIS**

71. I have considered the following Code of Conduct matters arising from the Complainants allegations:

## **Incident #1- December 7, 2021, Council meeting**

**72. Did the Respondent fulfill his duty to act honestly and exercise reasonable care and diligence?**

73. As illustrated in the background section of this report, staff kept the Respondent informed about the progress and challenges associated with establishing the municipal arenas committee over the past several months.

74. As early as September 13, 2020, the Respondent was aware of personal and intervening municipal issues that were contributing to delays in establishing the committee and knew that the CAO had recommended delaying the start of the committee until such time as the new municipal Treasurer was on board.

75. On November 30, 2021, the Respondent was advised of the recommendation from the CAO to have an introductory meeting of the Committee in December.

76. The day prior to the December 7, 2021, Council meeting, the Respondent sent an email to the CAO, members of Council, the Treasurer, and the Administrative Assistant regarding a conversation he had with the CAO the previous week about this matter and expressed his frustration about the delays associated with the establishment of the committee.

77. As part of the same email, the Respondent questioned if there was someone who was deliberately trying to stop this committee and expressed his belief that to hold a meeting in December would be unfair and unprofessional given that December was busy enough with the holiday season.

78. While I have no evidence to believe the Respondent acted dishonestly or was not diligent in this matter, I find that the Respondent did not exercise reasonable care when he chose to raise this issue during the December 7, 2021, Council meeting.

79. Given that all of Council and the involved staff were previously aware of the Respondents concerns, a separate discussion could have taken place with the Mayor and CAO, or during a closed meeting of Council rather than as part of an open meeting of Council.

**80. During the December 7, 2021, Council meeting did the Respondent act in a way that enhances public confidence in local government?**

81. No. Accusations regarding staff, or Council in a public forum regarding any matter does not put any municipality in a good light.

**82. Was the respondent's comments at the December 7, 2021, Council meeting an abuse of power, intimidation, harassment, verbal abuse, or the adverse treatment of others?**

83. No. The comments of the Respondent did not contravene the Code of Conduct with the exception that I find the statements of the Respondent to be an act of intimidation directed at the staff involved in trying to establish the municipal arenas committee.

84. Intimidation is defined as: " the act or process of attempting to force or deter an action by inducing fear or awe"

85. In regard to the claim that the Respondent was at times directing his comments at the CAO during the meeting, the Respondent has indicated in (paragraph 65) that he did not feel he accused the CAO of any wrongdoing.

86. This position is collaborated by the CAO who has confirmed that she did not feel that the Respondent's frustrations were being directed at her but rather at the Mayor, in his role as the Presiding Officer of the meeting.

87. Further, the Respondent has indicated that during the in-camera portion of the January 18<sup>th</sup> Council meeting, a conversation concerning communication allowed him to state to Mayor McIsaac that he regretted raising his voice towards the Mayor during the arena committee discussion.

#### **Incident #2 – December 13, 2021, Public Works Committee Meeting**

88. The Complainant feels that without any third party evidence, the Respondent implied that the past and current operations of the quarry were responsible for damage to area residents' foundations/basements and wells.

89. The Respondents position is that he was simply supporting the area residents by bringing their concerns forward and his comments/points were derived from comments from the residents and his observations.

90. During my review of the video recording of the December 13<sup>th</sup> meeting, I observed the Respondent expressing his belief the municipality should not support the application as there were too many existing issues that needed to be addressed.

91. When given the second opportunity to comment, the Respondent again spoke against the application and provided only anecdotal information to support his arguments leaving the impression that blasting from the quarry ad or could damage adjacent properties.

92. As part of the discussion, Mayor McIsaac asked if the municipality had any information on damaged properties from blasting at the quarry. In response, the Public Works Engineer indicated that he could not confirm this, but the Chief Building Official may have some information on this.

**93. While expressing his position regarding the proposed quarry application did the Respondent:**

- I. fulfill his duty to act honestly and exercise reasonable care and diligence?**
- II. act with integrity and impartiality and be able to bear close scrutiny?**
- III. represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality?**
- IV. refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others?**

94. In considering this allegation I have no evidence to indicate the Respondent contravened the sections of the Code of conduct listed above with the exception that I find that the Respondent did not exercise reasonable care and diligence with his comments during the meeting.

### **Incident #3 – January 4, 2022, Council Meeting**

95. The Complainant alleges that during the January 4, 2022, Council meeting the Respondent conveyed several items about the quarry that were not part of the Public Works meeting minutes as well as an alleged discussion the Complainant had with a resident near the boundary of the quarry, regarding blasting readings.

96. The Respondent concedes that he did give reference to using a document concerning different levels of blasting at that time and did quote comments made by a resident at the December 13, Public Works Meeting. The Respondent felt the comments made at the December 13<sup>th</sup> meeting, were part of the public record, and as a result, he could refer to them.

97. **During this meeting did the Respondent fail to:**

- I. **fulfill their duty to act honestly and exercise reasonable care and diligence?**
- II. **act with integrity and impartiality and be able to bear close scrutiny?**
- III. **to represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality?**
- IV. **refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others?**

98. As in Incident # 2, I have no evidence to indicate the Respondent contravened the Code of Conduct with the exception that the Respondent did not exercise reasonable care and diligence with his comments during the meeting.

### **COMPLIANCE WITH THE CODE OF CONDUCT**

99. Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to declare a conflict of personal interest under the Municipal Conflict of Interest Act.

100. Sub-section 223.4(5) of the Municipal Act, authorizes Council to impose either of two penalties on a member of Council following a report by the Integrity Commissioner that, in her or his opinion, there has been a violation of the Code of Conduct:

1. A reprimand; or
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board for a period of up to 90 days.

101. In this instance, Council is bound by the "PENALTIES" section of the Municipality of Powassan Council Code of Conduct -2011 which is limited to:

- A reprimand and /or
- Suspension of the remuneration paid to the Council member in respect his or her services as a member of Council, for a period of up to 90 days.

102. **Note:** The ability of the Ombudsman to recommend that Council or a local board (restricted definition) take the following actions as described in the Municipality of Powassan's Council Code of Conduct are no longer in effect:

- Removal from membership of a committee or local board.
- Removal as Chair of a Committee or local board.
- Repayment or reimbursement of moneys received.
- Return of property or reimbursement of its value.
- A request for an apology to Council, the complainant, or both.

## **CONCLUSION**

103. I find that the Respondent contravened the ROLES AND OBLIGATIONS section of the Municipality of Powassan Council Code of Conduct – 2011. Specifically, the duty to exercise reasonable care and diligence; to act in a way that enhances public confidence in local government and conduct that is an abuse of power or otherwise amounts to intimidation.

## CONTENT

104. Subsection 223.6(2) of the Municipal Act states that I may disclose in this report such matters as in my opinion are necessary for the purposes of the report. All the content of this report is, in my opinion, necessary.

## RECOMMENDATIONS

105. In light of the contraventions of the Municipality of Powassan Council Code of Conduct-2011, I am recommending that Council reprimand the Respondent.

106. Ontario undertook consultations to strengthen Municipal Codes of Conduct in 2021. Once the results of the consultations are known, I recommend that staff and Council review and update the Council Code of Conduct to ensure it is current. The last version was adopted by Council in 2011.

107. Develop information about Powassan's Code of Conduct, the Municipal Conflict of Interest Act, the role of the Integrity Commissioner as well as complaint and application procedures and post this information on the Municipal web-site.

108. Following the 2022 Municipal Election, it is recommended that the newly elected members of Council meet with the Integrity Commissioner to receive education and training on the role of the Integrity Commissioner, the municipality's Code of Conduct and the Municipal Conflict of Interest Act.

Respectfully submitted,

*David King*

Integrity Commissioner

March 17, 2022

## Appendix 1

The Municipality of  
**Powassan**

250 Clark Street  
P.O. Box 250  
Powassan, Ontario P0H 1Z0

Tel: (705) 724-2813  
Fax: (705) 724-5533

office@powassan.net  
www.powassan.net

December 16, 2021

Ministry of Northern Development, Mines, Natural Resources and Forestry  
VIA email to [ARAApprovals@Ontario.ca](mailto:ARAApprovals@Ontario.ca)

And

Pebble Beach Aggregate  
Attn: David Vallard  
76 Pebble Beach Drive  
Callander, ON P0H 1H0

**RE: APPLICATION FOR A MAJOR AMENDMENT FOR AGGREGATE LICENCE #626290, SOUTH  
HIMSWORTH TOWNSHIP, IN THE MUNICIPALITY OF POWASSAN**

On Monday, December 13, 2021 the Council of the Municipality of Powassan held a Public Works meeting, where one of the items discussed was the Major Amendment to Aggregate Licence application put forth by 2170840 Ontario Limited. The purpose of including this item on the Public Works meeting agenda was to discuss this license amendment, and allow members of council and the public to voice their concerns.

The majority of the Municipal council was in support of the aggregate licence amendment. However, council raised concerns over the increase in truck traffic, which would result in faster deterioration of the roadway, and a higher volume of dust generated. The Municipal Council then allowed residents in the impacted areas to bring forward their concerns, as there may be concerns unknown to the Municipal Council.

Comments from the public reiterated the dust and truck traffic issues raised by council.

Other concerns brought forth by the public were:

- The speed and number of trucks on the roadway
- The noise issues from the trucks and the crusher that runs for the majority of the day; does this increase mean it will run full time?
- Possible foundation and well issues resulting from blasting at the aggregate quarry
- Dust-- even more so when calcium is not put down over the repaired areas
- That pictures should be taken before and after blasting within a certain area, so the applicant will be aware if there is house damage and the cause
- A suggestion that perhaps there is an alternative to how the trucks enter and leave the area; alternating which direction they go to give the residents some relief from the noise and the truck traffic.
- A request for advanced notice to residents on Oakwood Rd and McCharles Line prior to blasting

Overall the public concern is that these are issues the homeowners in the area already deal with, and if the yearly tonnage limit is increased, then these issues may become more severe.

In closing, the Municipality of Powassan Council is in support of the license amendment; however, the Municipal Council would like the concerns identified above to be taken seriously, and requests that reasonable action be taken to mitigate these disturbances.

If you have any questions please contact Codey Munshaw at 705-724-2813 or [cmunshaw@powassan.net](mailto:cmunshaw@powassan.net).

Sincerely,



Codey Munshaw, E.I.T  
Public Works Engineer  
Municipality of Powassan

Page 1 of 1



## Appendix 2 – Almaguin News Article

LOCAL : COUNCIL

### The story behind Powassan deputy mayor's mystery apology

Comments made about quarry blasting incorrect and detrimental, said complainants

By Laurel J. Campbell

Sat., Jan. 22, 2022 timer 3 min. read

Powassan residents are wondering why their deputy mayor felt compelled to make a public apology during the Jan. 18 council meeting, yet made no direct mention of the actions or comments he was apologizing for.

"After the Jan. 4 council meeting, Mayor (Peter) Meloan received two letters of concern relating to comments I made during that meeting," read Deputy Mayor Randy Hall. "The letters came from David Villard and Evan Hughes. In retrospect, I feel the comments that caused concern were ill timed, unprofessional and I recant them. I sincerely apologize if I have put you personally, or your company, in a negative light."

There were no questions, no explanations, and no discussion following his apology, which left those viewing the meeting online wondering what all the fuss was about.

After the meeting, the Almaguin News obtained copies of the letters and spoke with the writers in an attempt to clarify the issue.

The comments in question were made by Hall in regard to the minutes of the December 2021 public works meeting, where he questioned blasting procedures at a quarry on Oakwood Road. The quarry, owned by Evan Hughes Excavating, has applied for an extension of its licence and Hall has previously voiced his concerns for property values and safety of neighbouring residences.

On Jan. 4, Hall "brought up points that were not part of the minutes" said Hughes and that were "not correct, including levels of Peak Particle Velocities and the damage that can occur to structures and property."

Villard, president of Pebble Beach Aggregate, a consultant working with Hughes who has more than 30 years of blasting experience, said Hall repeated "comments he heard from a member of the public that were incorrect," and further had brought Villard's reputation into questions when he suggested Villard "probably didn't understand" the numbers he was discussing.

In his letter, Villard indicated he would report Hall's actions to the Integrity Commissioner if no apology was forthcoming.

---

"The letters were not angry, they were professionally written and I had no problem apologizing," said Hall when contacted after the meeting. "I always hold myself responsible for what I say. I made excessive comments and that's about all I really want to say about it. It is what it is."

## Appendix 3



### MUNICIPALITY OF POWASSAN COUNCIL CODE OF CONDUCT - 2011

#### INTRODUCTION:

- The Ontario Municipal Act, Part V (1), Section 223 provides authority for municipalities to establish codes of conduct for Council members and members of local boards
- This Code of Conduct applies to the Mayor and all Municipal Councilors, commonly referred to as Members of Council.
- At the commencement of each term, Members of Council will be expected to sign two copies of the Code of Conduct and in doing so will convey to each other and all other stakeholders that they have read, understood, will accept and agree to abide by it.
- This Code of Conduct is supplementary to existing legislation and policies and is meant to be considered, in whole, with existing laws.

#### ROLES AND OBLIGATIONS:

- The Code of Conduct sets minimum standards for acceptable conduct of Council Members in carrying out their function. It has been developed to assist Council to:
  - understand the standards of conduct that are expected of them and the law that applies to that standard
  - fulfill their duty to act honestly and exercise reasonable care and diligence
  - ensure that decisions are made through the appropriate channels of the government structure.
  - act in a way that enhances public confidence in local government and
  - identify and resolve situations which might involve a conflict of interest or a potential misuse of position and authority
  - act with integrity and impartiality and be able to bear the closest scrutiny
  - be committed to achieving transparent and accountable governance to best serve its constituents.
  - To represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality.
  - To demonstrate sound financial management, planning and accountability.
  - To be aware and understand statutory obligations imposed upon individual members and council as a statutory body.
- Specifically, Council Members shall refrain from behaviour that could constitute an act of disorder or misbehaviour. They shall refrain from conduct that
  - contravenes federal or provincial statutes or legislation, the Municipal Act, Municipal by-laws, associated regulations and the Municipality's Code of Conduct
  - is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse or the adverse treatment of others
  - prejudices the provision of a service or services to the community

Council Code of Conduct  
2011

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## **RELATIONSHIPS WITH OTHER COUNCILORS, STAFF AND THE GENERAL PUBLIC:**

- Under the direction of the Clerk-Treasurer, municipal staff serve Council as a whole. The Clerk-Treasurer has the overall responsibility for the administration of municipal affairs in accordance with the decisions adopted by Council.
- To assist in this, the establishment of appropriate administrative policies, systems and structures, policies and internal controls will enable staff to implement Council's goals and objectives in systematic manners.
- Council Members must recognize the importance of co-operation and should strive to create an atmosphere during Council and committees that is conducive to solving the issues before Council, listening to various points of view and using respectful language and behaviour towards all in attendance.
- Council Members must make every effort to diligently participate in the activities of the agencies, boards, commissions and committees to which they are appointed in the same manner as Council activities.
- Council Members will conduct themselves with decorum at Council and other municipally related meetings, including boards, etc. of which they are members.
- Decision making authority lies with the Council as a whole and not with an individual Council Members with respect to:
  - budgets
  - policies
  - committee processes
  - direction of staff
  - commitment of resources and
  - other municipal matters
- Council Members shall be respectful of the role of staff to advise based on objectivity and without undue influence from any individual council member.
- In accordance with the Ontario Rights Code and the Occupational Health and Safety Act, all persons' must be treated with dignity and respect in an environment free of discrimination and harassment. Harassment, whether it occurs inside or outside the workplace, but is related to the activities of elected office, is considered to be inappropriate behaviour for the purposes of the Code of Conduct.

## **COMMUNICATION:**

- Council Members must convey and conduct Council business in an open and public manner (other than those matters excluded by section 239(2) Ontario Municipal Act) so that all stakeholders may understand the process, logic and rationale which was used to reach conclusions or decisions.
- The decision making process and the conveyance of Council business must be done in a manner which is transparent, accountable and equitable and with the recognition that the public has a right to open government, to participatory decision making and to reasonable access to information on the decision making process.
- Council will periodically use formal or informal opportunities to seek public input as part of the decision making process on issues which will have broad impacts on the community.
- Council Members will accurately and adequately communicate the decisions of Council, even if they are not in agreement with a majority decision.

Council Code of Conduct  
2011

- Council Members will speak respectfully to each other and to staff, and of the municipality and Council decisions and will not comment on other Council Members or staff in a manner which casts aspersions on their professional or personal competence or credibility.

#### **CONFIDENTIAL INFORMATION:**

- Council Members have a duty to hold in strictest confidence all in camera matters and shall not publicly disclose the content of any confidential matter or the substance of deliberations in in-camera meetings until the information is open or released to the public as required by law, or approval by Council.
- Confidential information may include, but is not limited to:
  - personnel matters
  - labour relations
  - litigation
  - information which infringes on the rights of others (e.g. sources of complaints where the identity of the complainant is given in confidence),
  - a matter of which a council, board, committee or other body may hold a closed meeting,
  - project tendering and request for proposals
  - property acquisitions, and
  - the security of municipal property
- Council Members acknowledge that official information related to decisions and resolutions made by Council will be communicated to the community and the media by the Council as a whole or the Mayor or Head of Council or by those so designated.
- Council Members shall not access or attempt to gain access to confidential information in the possession of the municipality unless it is necessary for the performance of their duties and not prohibited by law or Council policy.
- No Council Member shall use confidential information for any personal or private gain, or for the personal or private gain of relatives or any other person or corporation.
- Municipal Information will only be released by Council Members in accordance with the Municipal Freedom of Information and Protection of Individual Privacy Act.
- The obligation to keep information confidential is a continuing obligation even after the Council Member ceases to be a member.

#### **CONFLICT OF INTEREST:**

- It is the responsibility of Council Members to ensure that they are aware and trained in the application of the Municipal Conflict of Interest Act. The onus is on the Council Member to identify a conflict of interest and take appropriate action to identify the existence of a conflict in favour of his/her public duty.
  - a conflict exists when an individual is, or could be, influenced or appear to be influenced by personal interest, financial (pecuniary) or otherwise, when carrying out their public duty. Personal interest can include direct or indirect pecuniary interest, bias, pre-judgment, close mindedness or undue influence.
- When a pecuniary interest exists a Council Member must withdraw from direct involvement and refrain from any comment on the issue which might influence the decision and they are not eligible to vote on the matter.

Council Code of Conduct  
2011

- Council Members must vacate the Council table when the matter which they have declared a direct or indirect pecuniary interest in is debated.
- If the matter is of a confidential matter, Council Members shall retire from the meeting room
- Council Members shall not act as an agent before Council or any committee, board or commission of council.
- This section does not supersede any Provincial Act or legislation.

#### **IMPROPER USE OF INFLUENCE:**

- No Council member shall use or attempt to use their authority or influence for the purposes of intimidating, threatening, coercing, commanding or influencing any staff member, with the intent of interfering with that staff member's duties, including the duty to disclose improper activities.
- No Council Member shall use the influence of his position of office for any purpose other than for the exercise of official duties.

#### **USE OF MUNICIPAL PROPERTY:**

- Council Members will only use municipal property, equipment or services connected with the discharge of their official duties.
- When municipal property is in a Council Member's care they shall ensure that it is properly secured and protected at all times.

#### **GIFTS:**

- No Council Member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties in office.
- Exceptions to this are:
  - Food, lodging or transportation and entertainment provided by another government body.
  - Food and beverages consumed at banquets and receptions.
  - A suitable memento of a function honouring the member.
  - Gifts that generally accompany the responsibilities of office and are received as an incident of protocol or social obligation.
  - A political contribution reported otherwise by law.
  - If the value of the gift does not exceed \$100.00

#### **DUTY TO REPORT VIOLATION:**

- No one may, directly or indirectly, induce, encourage or aid a Council Member to violate any provision of this code.
- Neither the municipality or any Council Member may take or threaten to take, discharge, discipline, personal attack, harassment, intimidation, or change in job or salary against a person or their family for reporting a violation of this code.
- Where liability is denied, and the alleged misconduct is serious in nature, Council may pass a resolution, pursuant to s. 274 (1) of the Municipal Act, requesting a judicial investigation into the Council Member's conduct.

Council Code of Conduct  
2011

#### **COMPLAINT PROTOCOL:**

- Investigation - assessment and investigation of formal written complaints respecting alleged contraventions of the Code of Conduct
- Inquiry - determining whether a Council Member has in fact violated a protocol, bylaw or policy governing their ethical behaviour, with the final decision making authority resting with Council as to whether the recommendation(s) should be imposed and
- Annual Reporting - providing Council, through the Clerk-Treasurer, with an annual report of complaints.

#### **FORMAL COMPLAINT PROCEDURE:**

- A request for an investigation of a complaint that a Council Member has contravened the Code of Conduct shall be in writing.
- All complaints shall be signed by an identifiable individual and provide contact information.
- A complaint shall identify the alleged breach and set out reasonable and probable grounds for the allegation that the Council Member has contravened the Code of Conduct, and should include a supporting affidavit that sets out the evidence in support of the complaint.
- The request for an investigation shall be filed with the Clerk-Treasurer, who shall forward the matter to the Ombudsman.

#### **PENALTIES:**

- A reprimand and/or
- Suspension of the remuneration paid to the Council Member in respect of his or her services as a member of Council, for a period of up to 90 days.
- The Ombudsman may also recommend that Council take the following actions:
  - Removal of the Council Member as Chair of a Committee
  - Repayment or reimbursement of monies received
  - Return of property or reimbursement of its value
  - A request for an apology to Council, the complainant or both.

Municipality of Powassan Integrity Commissioner – David C. King  
Citation: Evan Hughes v. Councillor Debbie Piekarski  
Municipal Code of Conduct Complaint  
Date: March 28, 2022

## REPORT ON COMPLAINT

**Notice:** Municipal Integrity Commissioners provide investigation reports to their respective municipal Council and in most cases, make recommendations for the imposition of penalty or other remedial action to the municipal Council.

Reference should be made to the Municipality of Powassan's web site and meeting minutes to obtain information about their consideration this report.

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## THE COMPLAINT

1. Evan Hughes (Complainant) alleges that Councillor Debbie Piekarski (Respondent) contravened the Municipality of Powassan Code of Conduct for Members of Council when during the December 7, 2021, council meeting, the Respondent indicated that council should review all arena ice rentals to ensure the facilities are being rented out properly by staff and suggested that arena staff are renting ice time at preferential rates to some users and not others, depending on who you are.

DATE OF COUNCIL MTG.	Apr. 5/22
AGENDA ITEM #	12-4



## **SUMMARY**

2. The Code of Conduct sets standards for the acceptable conduct of Council Members in conducting their functions which include acting in a way that enhances public confidence in local government and acting with integrity and impartiality.
3. I find that during the December 7, 2021, Municipality of Powassan Council Meeting, the Respondent, without any factual information, unnecessarily cast aspersions on staff responsible for arena operations and did not enhance public confidence in how Powassan's arenas are being managed.
4. The Municipality of Powassan Council is bound by the "PENALTIES" section of the Municipality of Powassan Council Code of Conduct -2011, which is limited to:
  - A reprimand and /or
  - Suspension of the remuneration paid to the Council member in respect his or her services as a member of Council, for a period of up to 90 days.
5. In this instance, I am recommending that Council reprimand the Respondent.

## **BACKGROUND**

6. On December 20, 2021, I received a letter from the Complainant outlining his concerns regarding the conduct of Councillors Debbie Piekarski and Randy Hall during a council meeting held on December 7, 2021, and a public works committee meeting held on December 13, 2021.
7. On January 4, 2022, I received an application for a Municipal Code of Conduct Inquiry from the Complainant regarding the conduct of both Councillor Piekarski and Councillor Hall.
8. The concerns of the Complainant, regarding Councillor Hall have been addressed in my report of March 17, 2022.
9. This inquiry is regarding the conduct of Councillor Piekarski during the December 7, 2021, Council meeting.
10. The Complainant alleges that the Respondent contravened the Municipality of Powassan Code of Conduct during the December 7, 2021, council meeting, when she did not fulfill her duty to act honestly and exercise reasonable care and diligence; act in a way that enhances public confidence in local government and refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others.

## **PROCESS FOLLOWED**

11. The following is the process followed to ensure fairness to both the individual bringing the complaint and the respondent:

- i) The Respondent receives notice of the Complainant and is given an opportunity to respond.
- ii) The Respondent(s) is made aware of the Complainant's name.
- iii) I interview any witnesses that I believe have relevant evidence.

## **POSITION OF THE COMPLAINANT (Evan Hughes)**

12. The following are excerpts of information provided by the Complainant as part of his application for this Municipal Code of Conduct inquiry:

13. "Shortly after the Covid -19 restrictions began and council meetings were streamed online using Facebook, I have regularly watched council meetings and that trend of many people in the community watching meetings is increasing."

14. "During the most recent council meeting on December 7, 2021, council was engaged in a discussion regarding the arenas and the cost to operate these facilities . Councillor Piekarski proceeded to say that council should review all arena ice rentals to ensure the facilities are being rented out properly by staff, including a comment that arena staff are renting ice time at preferential rates to some users and not others- depending on who you are."

15. " I am not familiar with the inner workings of the arenas or how staff operate them, and I don't need to know. As a ratepayer, I trust that council and senior management staff have employed the correct people that know how to perform their tasks at the required level. Should council not also trust their own employees to do so?

16. "The comment regarding "preferential" ice rental rates is very troublesome as it clearly suggests that staff are corrupt in their positions. How can a councillor-a leader in our community-openly suggest that staff are performing their duties with less than honest, honourable actions, when there is absolutely no evidence to suggest as such?"

## **POSITION OF THE RESPONDENT (Councillor Piekarski)**

17. The following is information provided by the Respondent in response to the allegations made by the Complainant:

18. "In order to explain my comments, I will provide some background on this issue. Powassan currently operates two arenas, which is unusual for a municipality of our size as usually there would only be one arena for the area."

19. "In connection with a review of municipal operations, Council hired a third-party consultant who found that Powassan's operating costs for recreation is more than double that of other municipalities and is not sustainable for the long term, as our tax base cannot support this expense".

20. "Council struck a special committee (comprised of councillors and members of the public) to examine arena expenses and operating costs for Powassan's two arenas. The special committee has been tasked with making recommendations to Council with regards to the future of the arenas."

21. "At the meeting on December 7, 2021, Mayor McIsaac and Deputy Mayor Hall were discussing the special committee. I joined the conversation to comment that expenses needed to be closely examined as some groups were getting preferential rates (it is public knowledge that minor hockey and the figure skating club get discounted rates for ice rentals).

22. "Additionally, members of the community have commented to me and publicly that they have been charged different rates for ice rentals. These rates are determined by municipal staff (which is also publicly known)."

23. "It is within the mandate of the special committee to examine this situation as this form of revenue directly impacts the feasibility of operating the arenas. As the special committee is formed by council, it is entirely within the discretion of council, and is council's responsibility, to discuss the matters the committee will study."

24. "It is my view that this discussion and my comments at council were entirely appropriate given the responsibility council has to form and establish parameters for the special committee. "

## FINDINGS OF FACT

25. The Municipality of Powassan Council Code of Conduct established in 2011, applies to the Mayor and all Municipal Councillors and sets minimum standards for the acceptable conduct of Council members in carrying out their function. (See Appendix 1)

26. The Municipality of Powassan has in effect a Fees and Charges By-law No. 2015-15, which sets out the fees charged by the Municipality of Powassan, as approved by Council for the use of ice surfaces in the municipality.<sup>1</sup> (See appendix 2)

27. During the December 7, 2021, Council meeting regarding agenda item 11.2 – Arena Committee, the following is my transcript of what was said, based on the video of the meeting:

*Councillor Piekarski*

*"Just an added piece. You know, we, I think the word operate and operation has been tossed around here tonight, by all of us, in all corners, but really and truly do we know how they operate?"*

*Like, do we know how many hours they are working?*

*Do we know what they are charging for ice service?*

*Do we know who is using the ice service?*

*Do we know what cuts are being made for certain groups within the community or, do we know if there is preferential treatment?*

*All those things are worth finding out. I think it is valuable information to have for the future, as Mayor McIsaac has said.*

*I think the committee would dig this out for us and dust off those corners so we can really see what the operations of those two facilities look like."*

(See Facebook 1:19:44 to 1:20:34)

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<sup>1</sup> The Municipality of Powassan is currently reviewing and updating its Fees and Charges by-law.

## **ISSUES AND ANALYSIS**

28. I have considered the following allegations from the Complainant in relation to the comments the Respondent, the Findings of Fact, and the Municipality of Powassan Code of Conduct:

**29. Did the Respondent exercise reasonable care and diligence when commenting about arena operations?**

30. The position of the Respondent, as set out in paragraph 22 above, is that her questions were based on comments from members of the community who had commented to her both personally and publicly that they had been charged different rates for ice rentals as determined by municipal staff.

31. The position of the Complainant, in paragraph 16 above, is that the Respondent's comment regarding "preferential" ice rental rates was troublesome as it suggested that staff were corrupt in their positions.

32. As part of the discussion that followed, other members of Council pointed out that the answers to the questions the Respondent was asking are available from staff and that ice fees are determined by the Council approved fee schedule by-law for the two arenas.

33. I accept the position of the Complainant and find that the Respondent did not exercise reasonable care or diligence when commenting about arena operations.

**34. Did the Respondent act in a way that enhances public confidence in local government when commenting on arena operations?**

35. As indicated in paragraph 24 above, it is the position of the Respondent that the discussion and her comments "were entirely appropriate given the responsibility council has to form and establish parameters for the special committee."

36. In contrast, as indicated paragraph 16 above, the Complainant questions "how a Councillor, a leader in our community, can openly suggest that staff are performing their duties with less than honest, honourable actions, "when there is absolutely no evidence to suggest as such?"

37. While it is the role of a Councillor to express an opinion or engage in debate on municipal operations, I find that in this instance, the Respondents questions did not enhance public confidence in local government or Council- staff relations.

**38. Did the Respondent refrain from conduct that is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others?**

39. I have no evidence to suggest that the comments of the Respondent constituted an abuse of power, discrimination, intimidation, harassment, verbal abuse, or the possible adverse treatment of others.

## **COMPLIANCE WITH THE CODE OF CONDUCT**

40. Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to declare a conflict of personal interest under the Municipal Conflict of Interest Act.

41. Sub-section 223.4(5) of the Municipal Act, authorizes Council to impose either of two penalties on a member of Council following a report by the Integrity Commissioner that, in her or his opinion, there has been a violation of the Code of Conduct:

1. A reprimand; or
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board for a period of up to 90 days.

42. In this instance, Council is bound by the "PENALTIES" section of the Municipality of Powassan Council Code of Conduct -2011 which is limited to:

- A reprimand and /or
- Suspension of the remuneration paid to the Council member in respect his or her services as a member of Council, for a period of up to 90 days.

**Note:** The ability of the Ombudsman to recommend that Council or a local board (restricted definition) take the following actions is no longer in effect:

1. Removal from membership of a committee or local board.
2. Removal as Chair of a Committee or local board.
3. Repayment or reimbursement of moneys received.
4. Return of property or reimbursement of its value.
5. A request for an apology to Council, the complainant, or both.

## **CONCLUSION**

43. I find that the Respondent contravened the ROLES AND OBLIGATIONS section of the Municipality of Powassan Council Code of Conduct – 2011, Specifically, the duty to exercise reasonable care and diligence and to act in a way that enhances public confidence in local government.

## CONTENT

44. Subsection 223.6(2) of the Municipal Act states that I may disclose in this report such matters as in my opinion are necessary for the purposes of the report. All the content of this report is necessary.

## RECOMMENDATIONS

45. I recommend that Council issue a reprimand.

Respectfully submitted,

*David King*

Integrity Commissioner  
Municipality of Powassan

March 28, 2022



**MUNICIPALITY OF POWASSAN  
COUNCIL CODE OF CONDUCT - 2011**

**INTRODUCTION:**

- The Ontario Municipal Act, Part V (1), Section 223 provides authority for municipalities to establish codes of conduct for Council members and members of local boards
- This Code of Conduct applies to the Mayor and all Municipal Councillors, commonly referred to as Members of Council.
- At the commencement of each term, Members of Council will be expected to sign two copies of the Code of Conduct and in doing so will convey to each other and all other stakeholders that they have read, understood, will accept and agree to abide by it.
- This Code of Conduct is supplementary to existing legislation and policies and is meant to be considered, in whole, with existing laws.

**ROLES AND OBLIGATIONS:**

- The Code of Conduct sets minimum standards for acceptable conduct of Council Members in carrying out their function. It has been developed to assist Council to:
  - understand the standards of conduct that are expected of them and the law that applies to that standard
  - fulfill their duty to act honestly and exercise reasonable care and diligence
  - ensure that decisions are made through the appropriate channels of the government structure.
  - act in a way that enhances public confidence in local government and
  - identify and resolve situations which might involve a conflict of interest or a potential misuse of position and authority
  - act with integrity and impartiality and be able to bear the closest scrutiny
  - be committed to achieving transparent and accountable governance to best serve its constituents.
  - To represent the diversity of community views in a fair and equitable manner, while developing an overall strategy for the future of the municipality.
  - To demonstrate sound financial management, planning and accountability.
  - To be aware and understand statutory obligations imposed upon individual members and council as a statutory body.
- Specifically, Council Members shall refrain from behaviour that could constitute an act of disorder or misbehaviour. They shall refrain from conduct that
  - contravenes federal or provincial statutes or legislation, the Municipal Act, Municipal by-laws, associated regulations and the Municipality's Code of Conduct
  - is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse or the adverse treatment of others
  - prejudices the provision of a service or services to the community



#### **RELATIONSHIPS WITH OTHER COUNCILORS, STAFF AND THE GENERAL PUBLIC:**

- Under the direction of the Clerk-Treasurer, municipal staff serve Council as a whole. The Clerk-Treasurer has the overall responsibility for the administration of municipal affairs in accordance with the decisions adopted by Council.
- To assist in this, the establishment of appropriate administrative policies, systems and structures, policies and internal controls will enable staff to implement Council's goals and objectives in systematic manners.
- Council Members must recognize the importance of co-operation and should strive to create an atmosphere during Council and committees that is conducive to solving the issues before Council, listening to various points of view and using respectful language and behaviour towards all in attendance.
- Council Members must make every effort to diligently participate in the activities of the agencies, boards, commissions and committees to which they are appointed in the same manner as Council activities.
- Council Members will conduct themselves with decorum at Council and other municipally related meetings, including boards, etc. of which they are members.
- Decision making authority lies with the Council as a whole and not with an individual Council Member with respect to:
  - budgets
  - policies
  - committee processes
  - direction of staff
  - commitment of resources and
  - other municipal matters
- Council Members shall be respectful of the role of staff to advise based on objectivity and without undue influence from any individual council member.
- In accordance with the Ontario Rights Code and the Occupational Health and Safety Act, all persons must be treated with dignity and respect in an environment free of discrimination and harassment. Harassment, whether it occurs inside or outside the workplace, but is related to the activities of elected office, is considered to be inappropriate behaviour for the purposes of the Code of Conduct.

#### **COMMUNICATION:**

- Council Members must convey and conduct Council business in an open and public manner (other than those matters excluded by section 239(2) Ontario Municipal Act) so that all stakeholders may understand the process, logic and rationale which was used to reach conclusions or decisions.
- The decision making process and the conveyance of Council business must be done in a manner which is transparent, accountable and equitable and with the recognition that the public has a right to open government, to participatory decision making and to reasonable access to information on the decision making process.
- Council will periodically use formal or informal opportunities to seek public input as part of the decision making process on issues which will have broad impacts on the community.
- Council Members will accurately and adequately communicate the decisions of Council, even if they are not in agreement with a majority decision.

Council Code of Conduct  
2011

- Council Members will speak respectfully to each other and to staff, and of the municipality and Council decisions and will not comment on other Council Members or staff in a manner which casts aspersions on their professional or personal competence or credibility.

#### **CONFIDENTIAL INFORMATION:**

- Council Members have a duty to hold in strictest confidence all in camera matters and shall not publicly disclose the content of any confidential matter or the substance of deliberations in in-camera meetings until the information is open or released to the public as required by law, or approval by Council.
- Confidential information may include, but is not limited to:
  - personnel matters
  - labour relations
  - litigation
  - information which infringes on the rights of others (e.g. sources of complaints where the identity of the complainant is given in confidence),
  - a matter of which a council, board, committee or other body may hold a closed meeting,
  - project tendering and request for proposals
  - property acquisitions, and
  - the security of municipal property
- Council Members acknowledge that official information related to decisions and resolutions made by Council will be communicated to the community and the media by the Council as a whole or the Mayor or Head of Council or by those so designated.
- Council Members shall not access or attempt to gain access to confidential information in the possession of the municipality unless it is necessary for the performance of their duties and not prohibited by law or Council policy.
- No Council Member shall use confidential information for any personal or private gain, or for the personal or private gain of relatives or any other person or corporation.
- Municipal Information will only be released by Council Members in accordance with the Municipal Freedom of Information and Protection of Individual Privacy Act.
- The obligation to keep information confidential is a continuing obligation even after the Council Member ceases to be a member.

#### **CONFLICT OF INTEREST:**

- It is the responsibility of Council Members to ensure that they are aware and trained in the application of the Municipal Conflict of Interest Act. The onus is on the Council Member to identify a conflict of interest and take appropriate action to identify the existence of a conflict in favour of his/her public duty.
  - a conflict exists when an individual is, or could be, influenced or appear to be influenced by personal interest, financial (pecuniary) or otherwise, when carrying out their public duty. Personal interest can include direct or indirect pecuniary interest, bias, pre-judgment close mindedness or undue influence.
- When a pecuniary interest exists a Council Member must withdraw from direct involvement and refrain from any comment on the issue which might influence the decision and they are not eligible to vote on the matter.

- Council Members must vacate the Council table when the matter which they have declared a direct or indirect pecuniary interest on is debated.
- If the matter is of a confidential matter, Council Members shall retire from the meeting room
- Council Members shall not act as a agent before Council or any committee, board or commission of council.
- This section does not supersede any Provincial Act or legislation.

#### **IMPROPER USE OF INFLUENCE:**

- No Council member shall use or attempt to use their authority or influence for the purposes of intimidating, threatening, coercing, commanding or influencing any staff member, with the intent of interfering with that staff member's duties, including the duty to disclose improper activities.
- No Council Member shall use the influence of his position of office for any purpose other than for the exercise of official duties.

#### **USE OF MUNICIPAL PROPERTY:**

- Council Members will only use municipal property, equipment or services connected with the discharge of their official duties.
- When municipal property is in a Council Member's care they shall ensure that it is properly secured and protected at all times.

#### **GIFTS:**

- No Council Member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties in office.
- Exceptions to this are:
  - Food, lodging or transportation and entertainment provided by another government body.
  - Food and beverages consumed at banquets and receptions.
  - A suitable memento of a function honouring the member.
  - Gifts that generally accompany the responsibilities of office and are received as an incident of protocol or social obligation.
  - A political contribution reported otherwise by law.
  - If the value of the gift does not exceed \$100.00

#### **DUTY TO REPORT VIOLATION:**

- No one may, directly or indirectly, induce, encourage or aid a Council Member to violate any provision of this code.
- Neither the municipality or any Council Member may take or threaten to take, discharge, discipline, personal attack, harassment, intimidation, or change in job or salary against a person or their family for reporting a violation of this code.
- Where liability is denied, and the alleged misconduct is serious in nature, Council may pass a resolution, pursuant to s. 274 (1) of the Municipal Act, requesting a judicial investigation into the Council Member's conduct.

Council Code of Conduct  
2011

#### **COMPLAINT PROTOCOL:**

- Investigation - assessment and Investigation of formal written complaints respecting alleged contraventions of the Code of Conduct
- Inquiry - determining whether a Council Member has in fact violated a protocol, bylaw or policy governing their ethical behaviour, with the final decision making authority resting with Council as to whether the recommendation(s) should be imposed and
- Annual Reporting - providing Council, through the Clerk-Treasurer, with an annual report of complaints.

#### **FORMAL COMPLAINT PROCEDURE:**

- A request for an investigation of a complaint that a Council Member has contravened the Code of Conduct shall be in writing.
- All complaints shall be signed by an identifiable individual and provide contact information.
- A complaint shall identify the alleged breach and set out reasonable and probable grounds for the allegation that the Council Member has contravened the Code of Conduct, and should include a supporting affidavit that sets out the evidence in support of the complaint.
- The request for an investigation shall be filed with the Clerk-Treasurer, who shall forward the matter to the Ombudsman.

#### **PENALTIES:**

- A reprimand and/or
- Suspension of the remuneration paid to the Council Member in respect of his or her services as a member of Council, for a period of up to 90 days.
- The Ombudsman may also recommend that Council take the following actions:
  - Removal of the Council Member as Chair of a Committee
  - Repayment or reimbursement of monies received
  - Return of property or reimbursement of its value
  - A request for an apology to Council, the complainant or both.

## Appendix 2

### **SCHEDULE "B"** **BY-LAW 2015-15**

#### Sportsplex Recreation Community Centre

<u>Ice Rentals</u>	<u>Base Rate</u>	<u>After HST (if applicable)</u>
Prime Time Ice	\$116.81	\$132.00
Day Time Ice (M-F; 8-4)	\$68.58	\$77.50
Minor Sport League Ice	\$88.50	\$100.00
Summer Ice (May 1 <sup>st</sup> – August 31 <sup>st</sup> )	Prime Rate plus 15%	

<u>Hall Rentals</u>	<u>Base Rate</u>	<u>After HST (if applicable)</u>
Hall – Weddings, Stag and Does, etc.	\$234.51	\$265.00
Day Business Meeting/Birthday Party (Maximum 4 hours)	\$ 61.95	\$70.00
Kitchen Rental	\$ 61.95	\$70.00
Arena Floor Rental (24 Hours)	\$619.50	\$700.00
Arena Floor Rental (Minor Sports)	\$44.25	\$50.00
Hall Security Deposit	\$100.00	

<u>Fields</u>	<u>Base Rate</u>	<u>After HST</u>
(Powassan Lions, TCCC, Soccer Field)		
Leagues (per league per season)	\$103.10	\$116.50
3 Day Weekend	\$154.87	\$175.00
1 day (Sunday – Friday)	\$57.08	\$64.00
Saturday	\$103.10	\$116.50
Per Game No lights	\$17.70	\$20.00
Per Game with Lights	\$26.55	\$30.00

<u>Pool</u>	<u>Ratepayer</u>	<u>Non-Ratepayer</u>
AquaTots*	\$3.00/day or \$35.00	\$4.00/day or \$45.00
AquaQuest 1-7*	\$57.00	\$67.00
AquaQuest 8-10*	\$72.00	\$82.00

	<u>Ratepayer</u>	<u>Non-Ratepayer</u>
AquaFitness	\$5.00	\$6.00
Season Pass	\$76.00	\$87.00
Family Pass	\$186.00	\$245.00
One Day Pass	\$4.00	\$4.00
Rental 1 hr	\$58.00	\$70.00
Rental 2 hr	\$100.00	\$120.00
BBQ (Party BBQ)	\$30.00	\$35.00

\*AquaTots and AquaQuest exempt from HST

Glendale Park Sign Rental \$120.00 per year. Includes HST

**Schedule "T"**  
**By-law 2015-15**

**Trout Creek Community Centre**

**Hall Rental**

Wedding/Event Package	\$462.00
(Friday Night Setup 6p.m.till 9 p.m. & Saturday All Day – includes Bar/Hall/Kitchen)	
Hall	\$132.00 (One Day Only)
Bar	\$184.00 (One Day Only)
New Years Eve (complete)	\$735.00
Children's Social (1 hr)	\$ 55.00
Meeting ( per hour	)\$ 55.00
Kitchen	\$126.00

**Arena Rental**

Arena & downstairs kitchen	\$420.00
Arena Floor only	\$368.00
weekend rate	\$525.00

ALL RATES ARE PER DAY, UNLESS OTHERWISE INDICATED. APPLICABLE TAXES ARE EXTRA.

**Ice Rental**

Ice Rental Hourly .....	\$110.00 + (HST Included)
Minor Hockey Fee .....	\$ 97.00 + (HST Included)
Ice Rental (Monday to Friday before Noon) Hourly.....	\$ 75.00 + (HST Included)
Ice Rental – 1.5 Hours .....	\$160.00 + (HST Included)

**Municipality of Powassan**  
**A/P Preliminary Cheque Run**  
**(Council Approval Report)**

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Bal
<b>GENERAL GOVERNMENT</b>										
	8792	200210054174	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/14/22	\$815.60	\$815.60	10-10-61610	HYDRO	\$0.00	(\$1.55)
			200210054174 322 03/14/22 HYDRO @ 250 CLARK			\$1,709.95				
	8875	3171000 322	MUNICIPALITY OF POWASSAN, BOX 250, POWASSAN, ON, P0H 1Z0	03/14/22	\$132.40	\$132.40	10-10-61540	OFFICE SUPPLIES	\$0.00	(\$1.84)
			03/14/22 250 CLARK ST. WATER			\$132.40				
	8912	26830	OSHELL'S VALU-MART, P.O. BOX 322, POWASSAN, ON, P0H 1Z0	03/14/22	\$12.40	\$12.40	10-10-61540	OFFICE SUPPLIES	\$0.00	(\$1.84)
			03/14/22 CREAM			\$20.02				
	9080		RECEIVER GENERAL - PAYROLL DEDUCTIONS, ...							
	PR1111		03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$9,033.19	\$9,033.19	10-10-33200	A/P FIT	\$0.00	(\$12.2)
	PR1111		03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$3,928.26	\$3,928.26	10-10-33210	A/P PIT	\$0.00	(\$5.6)
	PR1111		03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$2,954.87	\$2,954.87	10-10-33220	A/P EI	\$0.00	(\$2.9)
	PR1111		03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$8,193.02	\$8,193.02	10-10-33230	A/P CPP	\$0.00	(\$7.0)
	PR1111		03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$24,109.34	\$24,109.34				
	9589	802769	NORTHERN BUSINESS SOLUTION, 1180 CASSELLS STREET, NORTH BAY, ON, P1B 4B6	03/14/22	\$379.78	\$379.78	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$4.6)
			03/14/22 COPIER CONTRACT			\$421.73				
	9798	8386759	DE LAGE LANDEN, C/O T4557 PO BOX 4557 STN A, TORONTO, ON, M5W 0K1	03/14/22	\$146.53	\$146.53	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$4.6)
			03/14/22 POSTAGE/COURIER/COPIER			\$162.72				
	10236	58771190	XEROX CANADA LTD., P.O. BOX 4539 STN A, TORONTO, ON, M5W 4P5	03/14/22	\$78.33	\$78.33	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$4.6)
	58792715		03/14/22 PER COPY CHARGES	03/14/22	\$84.17	\$84.17	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$4.6)
			03/14/22 PER COPY CHARGE			\$180.45				
	10321	3/14/2022	BERNIE PENNEY, ...	03/14/22	\$545.18	\$545.18	10-10-33050	A/P PLANNING DEPOSITS	\$0.00	(\$1.1)
			03/14/22 PLANNING FEE REFUND			\$545.18				
	10555	469192	BAKER TILLYSNT LLP s.r.l., 1850 BOND ST, NORTH BAY, ON, P1B 4V6	03/14/22	\$2,260.00	\$2,260.00	10-10-24600	A/R LIBRARY BOARD	\$0.00	(\$)
			03/14/22 LIBRARY AUDIT			\$2,260.00				
	10556	362802	LAURENTIAN BUSINESS PRODUCTS, 108-450 NOTRE DAME AVENUE, SUDBURY, ON, P3C 5K8	03/14/22	\$4.45	\$4.45	10-10-24120	A/R FEDERAL HST - 5%	\$0.00	\$4
	362802		03/14/22 HST 5%	03/14/22	\$5.55	\$5.55	10-10-24125	A/R HST 8% (6.24)	\$0.00	\$5
	362802		03/14/22 HST recoverable	03/14/22	\$10.00	\$10.00				
						\$32,953.45				

**Total GENERAL GOVERNMENT**

**250 CLARK**

8792	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	\$1,903.06	10-12-61753	250 CLARK-UTILITIES	\$0.00	(\$3)
200210054174 322	03/14/22 HYDRO @ 250 CLARK	\$1,903.06				

DATE OF COUNCIL MTG:	April 5/22
AGENDA ITEM #	15

**Municipality of Powassan  
A/P Preliminary Cheque Run**

(Council Approval Report)

(Council Approval Report)									
Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Bal
8875	03/14/22	MUNICIPALITY OF POWASSAN, BOX 250, POWASSAN , ON, P0H 1Z0	03/14/22	\$397.22	\$397.22	10-12-61753	250 CLARK-UTILITIES	\$0.00	(\$3.63)
3171000 322	03/14/22	250 CLARK ST-WATER			\$397.22				
9889	03/14/22	BRITTANY STILLAR-PURDON, ...	03/14/22	\$100.00	\$100.00	10-12-61755	250 CLARK ST-	\$0.00	
3171000 322	03/14/22	EASTER EGG HUNT SUPPLIES			\$100.00				
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# Municipality of Powassan A/P Preliminary Cheque Run

3/14/2022 12:54pm  
A/P Preliminary

## (Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Bal
<b>J &amp; J EQUIPMENT REPAIR, 84 CHISWICK LINE, RR # 1, POWASSAN, ON, P0H 1Z0</b>									
8799	03/14/22	REPAIRS	03/14/22	\$188.30	\$188.30	10-20-63540	2014 GMC -	\$0.00	(\$48)
77483	03/14/22	REPAIRS	03/14/22	\$38.92	\$38.92	10-20-63560	2013 FREIGHTLINER	\$0.00	(\$11.65)
77483	03/14/22	REPAIRS	03/14/22	\$790.93	\$790.93	10-20-63660	99 GRADER-	\$0.00	(\$2.34)
17834	03/14/22	HYDRAULIC LEAK REPAIRS	03/14/22	\$27.94	\$27.94	10-20-63720	TRACKLESS-KUBOTA-	\$0.00	(\$3.00)
77483	03/14/22	REPAIRS	03/14/22	\$300.27	\$300.27	10-20-63780	2014 FREIGHTLINER-	\$0.00	(\$4.95)
17818	03/14/22	BATTERY CABLE REPAIR	03/14/22	\$155.54	\$155.54	10-20-63780	2014 FREIGHTLINER-	\$0.00	(\$4.95)
17830	03/14/22	SANDER SHAFT REPAIRS	03/14/22						
<b>JIM MOORE PETROLEUM, 66 GIBSON STREET, P.O. BOX 508, NORTH BAY, ON, P1B 8J1</b>									
8806	03/14/22	CLEAR DIESEL	03/14/22	\$1,939.39	\$1,939.39	10-20-63075	CLEAR DIESEL	\$0.00	(\$12.21)
590561	03/14/22	DYED DIESEL	03/14/22	\$696.66	\$696.66	10-20-63075	CLEAR DIESEL	\$0.00	(\$12.21)
590562	03/14/22	DYED DIESEL	03/14/22	\$2,958.14	\$2,958.14	10-20-63075	CLEAR DIESEL	\$0.00	(\$12.21)
591781	03/14/22	CLEAR DIESEL	03/14/22	\$2,335.84	\$2,335.84	10-20-63075	CLEAR DIESEL	\$0.00	(\$12.21)
591783	03/14/22	DYED DIESEL	03/14/22	\$576.17	\$576.17	10-20-63077	GASOLINE	\$0.00	(\$1.71)
590714	03/14/22	2014 CHEV FUEL	03/14/22	\$613.33	\$613.33	10-20-63077	GASOLINE	\$0.00	(\$1.71)
591782	03/14/22	2014 CHEV FUEL	03/14/22						
<b>MOORE PROpane LIMITED, 56 GIBSON ST, NORTH BAY, ON, P1B 8Z4</b>									
8862	03/14/22	PROPANE REFILLS	03/14/22	\$186.24	\$186.24	10-20-63700	STEAMER-	\$0.00	
1100680	03/14/22	PROPANE REFILLS	03/14/22						
<b>NORTHERN UNIFORM SERVICE, 2230 ALGONQUIN ROAD, SUDBURY, ON, P3E 4Z6</b>									
8897	03/14/22	PW UNIFORM RENTALS	03/14/22	\$203.92	\$203.92	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
485902	03/14/22	PW UNIFORM RENTALS	03/14/22						
<b>OSHELL'S VALU-MART, P.O. BOX 322, POWASSAN, ON, P0H 1Z0</b>									
8912	03/14/22	LUNCH ROOM SUPPLIES	03/14/22	\$56.65	\$56.65	10-20-63065	PUBLIC WORKS MAT &	\$0.00	(\$1.5)
26936	03/14/22	LUNCH ROOM SUPPLIES	03/14/22						
<b>POWASSAN HOME HARDWARE &amp; AUTO PARTS, P.O. BOX 148, POWASSAN, ON, P0H 1Z0</b>									
8927	03/14/22	TAIL LIGHT	03/14/22	\$5.79	\$5.79	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58309	03/14/22	FILES	03/14/22	\$19.29	\$19.29	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58346	03/14/22	FOAM SEALANT	03/14/22	\$27.96	\$27.96	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58364	03/14/22	CRIMPING TOOL	03/14/22	\$33.95	\$33.95	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58573	03/14/22	CLEANER, NOZZLE	03/14/22	\$38.81	\$38.81	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58626	03/14/22	WIPERS	03/14/22	\$58.97	\$58.97	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58711	03/14/22	COUPLINGS	03/14/22	\$7.83	\$7.83	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
58754	03/14/22	GARBAGE CAN	03/14/22	\$30.52	\$30.52	10-20-63420	WINTER CONTROL-	\$0.00	(\$2.1)
58815	03/14/22	GARBAGE CAN	03/14/22						
<b>SPECTRUM TELECOM GROUP LTD, 505 FROOD ROAD, SUDBURY, ON, P3C 5A2</b>									
8982	03/14/22	HST nonrecoverable	03/14/22	\$5.60	\$5.60	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
C1222133	03/14/22	TOWER RENTAL	03/14/22	\$318.00	\$318.00	10-20-63062	PUBLIC WORKS BLDGS	\$0.00	(\$4.1)
C1222133	03/14/22	TOWER RENTAL	03/14/22						
<b>ANDERSON &amp; ROSS LTD., 1350 FRANKLIN ST., NORTH BAY, ON, P1B 2M3</b>									
9053	03/14/22	REPLACE DOOR SPRINGS	03/14/22	\$1,558.15	\$1,558.15	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
75144	03/14/22	REPLACE DOOR SPRINGS	03/14/22	\$1,063.70	\$1,063.70	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.2)
75157	03/14/22	OVER HEAD DOOR REPAIRS	03/14/22						
<b>BUMPER TO BUMPER - H.E. BROWN, PO BOX 538, 600 GORMANVILLE RD UNIT 201, NORTH BAY, ON, P1B 8J3</b>									
9074	03/14/22	WIPER BLADES	03/14/22	\$42.25	\$42.25	10-20-63520	2011 FREIGHTLINER-	\$0.00	(\$1)
600752/D	03/14/22	WIPER BLADES	03/14/22	\$34.11	\$34.11	10-20-63560	2013 FREIGHTLINER	\$0.00	(\$11)
600752/D	03/14/22	WIPER BLADES	03/14/22	\$42.25	\$42.25	10-20-63780	2014 FREIGHTLINER-	\$0.00	(\$4)
600752/D	03/14/22	WIPER BLADES	03/14/22						

\$118.61

**Municipality of Powassan**  
**A/P Preliminary Cheque Run**

(Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Bal
9256	03/14/22	STATION D, SCARBOROUGH, ON, M1R 5M1	03/14/22	\$75.44	\$75.44	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.28)
69182813	03/14/22	CYLINDER RENTAL			\$75.44				
9355	03/14/22	CLARK-KAVANAGH INC., 38 OLD HASTINGS ROAD, BOX 862, BANCROFT, ON, K0L 1C0	03/14/22	\$1,131.01	\$1,131.01	10-20-63700	STEAMER-	\$0.00	
7866	03/14/22	STEAMER HOSE			\$1,131.01				
9387	03/14/22	E. GRIGG & ASSOCIATES, 17 WHIPPLETREE DR, NORTH BAY, ON, P1C 1B6	03/14/22	\$915.84	\$915.84	10-20-63040	TRAINING &	\$0.00	
1531	03/14/22	PROPANE COURSE			\$915.84				
9653	03/14/22	PURDON'S HEATING & ELECTRICAL INC, 466 MAIN ST, P.O. BOX 145, POWASSAN, ON, P0H 1Z0	03/14/22	\$860.83	\$860.83	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.28)
20631	03/14/22	GARAGE HEATER REPAIRS			\$417.15	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.28)
20650	03/14/22	WATER HEATER REPAIRS			\$1,277.98				
9658	03/14/22	JEFF KIMITH, P.O. BOX 22, TROUT CREEK, ON, P0H 2L0	03/14/22	\$2,696.64	\$2,696.64	10-20-63420	WINTER CONTROL-	\$0.00	(\$2.28)
10097	03/14/22	SNOW REMOVAL IN TC			\$2,696.64				
9669	03/14/22	SERVICE ONE MUFFLERS, 400D KIRKPATRICK ST, NORTH BAY, ON, P1B 8G5	03/14/22	\$571.49	\$571.49	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.28)
76088	03/14/22	DIESEL EXHAUST			\$571.49				
9821	03/14/22	LORNE BYERS, P.O. BOX 747, 271 Purdon Line, POWASSAN, ON, P0H 1Z0	03/14/22	\$1,554.38	\$1,554.38	10-20-63420	WINTER CONTROL-	\$0.00	(\$2.28)
58	03/14/22	SNOW REMOVAL			\$1,554.38				
10233	03/14/22	LAWRENCE ELECTRICAL SERVICES, 110 KYLE ROAD, CORBEIL, ON, P0H 1K0	03/14/22	\$646.18	\$646.18	10-20-63060	PUBLIC WORKS-	\$0.00	(\$7.28)
1586	03/14/22	NEW PLUGS			\$646.18				
<b>Total PUBLIC WORKS</b>									
<b>ENVIRONMENT</b>									
8751	03/14/22	EVAN HUGHES EXCAVATING, 118 HIGHWAY 534, POWASSAN , ON, P0H 1Z0	03/14/22	\$2,442.24	\$2,442.24	10-25-64920	LANDFILL SITE	\$0.00	(\$8.28)
6568	03/14/22	FEBRUARY LANDFILL			\$2,442.24				
8799	03/14/22	J & J EQUIPMENT REPAIR, 84 CHISWICK LINE, RR # 1, POWASSAN, ON, P0H 1Z0	03/14/22	\$95.47	\$95.47	10-25-64830	GARBAGE VEHICLE	\$0.00	(\$1.28)
77483	03/14/22	REPAIRS			\$95.47				
9053	03/14/22	ANDERSON & ROSS LTD., 1350 FRANKLIN ST., NORTH BAY, ON, P1B 2M3	03/14/22	\$183.18	\$183.18	10-25-64910	LANDFILL SITE-	\$0.00	(\$1.28)
75145	03/14/22	DOOR REPAIRS			\$183.18				
9363	03/14/22	KNIGHT PIESOLD CONSULTING, 1650 MAIN STREET WEST, NORTH BAY, ON, P1B 8G5	03/14/22	\$607.57	\$607.57	10-25-64965	LANDFILL SITE-	\$0.00	(\$13.28)
15075	03/14/22	LANDFILL SITE-MAINTENANCE RE C OF A			\$607.57				
<b>Total ENVIRONMENT</b>									

**Budgeted \$: YTD Ba**

8792 HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3  
200003755079 322 03/14/22 WATER PUMPHOUSE-MAT/SUPPLIES 03/14/22  
HYDRO

**\$131955**

8907	ONTARIO CLEAN WATER AGENCY, , 2085 HURONTARIO ST. SUITE 500, MISSISSAUGA, ON, L5A 4G1	10-30-64720	\$0.00	(\$17.8
20095	03/14/22 WATER SERVICE	\$8,906.83		

**\$10,226.78**

8907	ONTARIO CLEAN WATER AGENCY, .	2085 HURONTARIO ST.	SUITE 500, MISSISSAUGA, ON, L5A 4G1	\$5,546.33
20095		03/14/22 WWWT LAGOON	03/14/22	\$5,546.33

**\$5,546.33**

**\$5,546.33**

8792	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/14/22
200097470823	322 03/14/22 PARKS-MAT/SUPPLIES HYDRO	03/14/22
200087941884	322 03/14/22 POOL-MATERIAL & SUPPLIES HYDRO	03/14/22

**\$486.34**

ACCOUNT NUMBER	DESCRIPTION	DATE	AMOUNT	CHECK NUMBER	BALANCE
8875	MUNICIPALITY OF POWASSAN, BOX 250, POWASSAN, ON, P0H 1Z0	03/14/22	\$136.86		\$0.00
3176000 322	03/14/22 LIONS POOL QUARTERLY WATER AND				
			\$136.86		\$136.86
					\$0.00

513686

**\$623.20**

8875 MUNICIPALITY OF POWASSAN, BOX 250, POWASSAN , ON, P0H 1Z0 03/14/22  
3111000 322 03/14/22 POWASSAN LEGION WATER

**\$172.80**

9653	PURDON'S HEATING & ELECTRICAL INC, 466 MAIN ST, P.O. BOX 145, POWASSAN, ON, P0H 1Z0	\$274.75	10-65-67680	POWASSAN LEGION	\$0.00
20647	03/14/22 LEGION FURNACE SERVICE	\$274.75			

**\$447.55**

**Municipality of Powassan  
A/P Preliminary Cheque Run  
(Council Approval Report)**

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Bal
<b>TROUT CREEK COMMUNITY CENTRE</b>										
	8792	200116322165	322 HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/14/22	\$2,055.34	\$2,055.34	10-75-61610	HYDRO	\$0.00	(\$4.07)
	8862	110549	MOORE PROPANE LIMITED, 56 GIBSON ST, NORTH BAY, ON, P1B 8Z4	03/14/22	\$37.85	\$37.85	10-75-61800	SUPPLIES	\$0.00	(\$2)
	9176	3280689	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5	03/14/22	\$121.00	\$121.00	10-75-61820	MAINTENANCE	\$0.00	(\$1.5)
			03/14/22 PEST CONTROL			\$121.00				
						\$2,214.19				
<b>Total TROUT CREEK COMMUNITY CENTRE</b>										
<b>SPORTSPLEX</b>										
	8792	200097443945	322 HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/14/22	\$248.97	\$248.97	10-80-61610	HYDRO	\$0.00	(\$18.6)
	8862	1100547	MOORE PROPANE LIMITED, 56 GIBSON ST, NORTH BAY, ON, P1B 8Z4	03/14/22	\$113.55	\$113.55	10-80-61930	ZAMBONI-REPAIRS &	\$0.00	(\$2.2)
			03/14/22 PROPANE REFILL			\$113.55				
	8875	3188001	MUNICIPALITY OF POWASSAN, BOX 250, POWASSAN, ON, P0H 1Z0	03/14/22	\$1,748.79	\$1,748.79	10-80-61920	WATER & SEWER-	\$0.00	
			03/14/22 WATER & SEWER-SPORTSPLEX			\$1,748.79				
	8927	58779	POWASSAN HOME HARDWARE & AUTO PARTS, P.O. BOX 148, POWASSAN, ON, P0H 1Z0	03/14/22	\$107.85	\$107.85	10-80-61982	SPORTSPLEX BAR	\$0.00	(\$)
			03/14/22 POP CORN			\$107.85				
	9758	845520060017196	BELL TV, P.O. BOX 3250, STATION DON MILLS, NORTH YORK, ON, M3C 4C9	03/14/22	\$107.55	\$107.55	10-80-61555	OFFICE EXPENSES	\$0.00	(\$)
			03/14/22 OFFICE EXPENSES SATELLITE TV			\$107.55				
	10233	1589	LAWRENCE ELECTRICAL SERVICES, 110 KYLE ROAD, CORBEIL, ON, P0H 1K0	03/14/22	\$1,373.76	\$1,373.76	10-80-61950	BUILDING REPAIRS &	\$0.00	(\$)
			03/14/22 REPLACE OUTSIDE LIGHTS TO LED			\$1,373.76				
						\$3,700.47				
<b>Total SPORTSPLEX</b>										<b>\$88,734.05</b>
<b>Total Bills To Pay:</b>										<b>\$88,734.05</b>

**Municipality of Powassan  
A/P Preliminary Cheque Run  
(Council Approval Report)**

Vendor	InvoiceNumber	Date
...	...	...

GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7  
03/16/22 A/R LIBRARY GREEN SHIELD1940.20  
03/23/22 A/R LIBRARY GREEN SHIELD1940.20  
03/16/22 OFFICE GREEN SHIELD  
03/23/22 OFFICE GREEN SHIELD

8848	MINISTER OF FINANCE - EHT, P.O. BOX 620 (EHT), OSHAWA , ON, L1H 8E9	03/08/22	\$1,544.19	10-10-33320	A/P EHT	\$0.00
PR1111	03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$1,493.61	10-10-33320	A/P EHT	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$3,037.80			
8903	OMERS, EY TOWER, 900-100 ADELAIDE ST W, TORONTO, ON, M5H OE2	03/08/22	\$11,990.00	10-10-33310	A/P OMERS	\$0.00
PR1111	03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$11,625.90	10-10-33310	A/P OMERS	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$23,615.90			
9040	WORKPLACE SAFETY & INSURANCE BOARD, P.O. BOX 4115, STATION A, TORONTO , ON, M5W 2V3	03/08/22	\$2,541.75	10-10-33330	A/P WSIB	\$0.00
PR1111	03/08/22 Payroll from 2/19/22 to 3/05/22	03/08/22	\$2,487.34	10-10-33330	A/P WSIB	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$5,029.09			
9080	RECEIVER GENERAL - PAYROLL DEDUCTIONS, ...	03/22/22	\$8,896.67	10-10-33200	A/P FIT	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$3,873.57	10-10-33210	A/P PIT	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$2,854.04	10-10-33220	A/P EI	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$7,923.32	10-10-33230	A/P CPP	\$0.00
PR1112	03/22/22 Payroll from 3/05/22 to 3/19/22	03/22/22	\$23,547.60			

**250 CLARK**

8781	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7				
11909638	03/16/22 GREEN SHIELD DRUG PLAN	\$266.15	03/16/22	\$266.15	10-12-61500 SALARIES
12068559	03/23/22 GREEN SHIELD DRUG PLAN	\$266.15	03/23/22	\$266.15	10-12-61510 BENEFITS
					\$0.00 (\$12.
					\$0.00

FIRE DEPARTMENT

E DEPARTMENT							
8781	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7						
11908638	03/16/22 FIRE GREEN SHIELD	03/16/22	\$316.15	\$316.15	10-15-61510	BENEFITS	\$0.00 (\$)
12068559	03/23/22 FIRE GREEN SHIELD	03/23/22	\$316.15	\$316.15	10-15-61510	BENEFITS	\$0.00 (\$)
				\$632.30			
9040	WORKPLACE SAFETY & INSURANCE BOARD, P.O. BOX 4115, STATION A, TORONTO , ON, M5W 2V3	03/23/22	\$927.15	\$927.15	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00 (\$9)

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**(Council Approval Report)**

[illegible]

Due Date	Invoice Amt	Approved Amt
12/31/2017	100000	100000
12/31/2018	100000	100000
12/31/2019	100000	100000
12/31/2020	100000	100000
12/31/2021	100000	100000
12/31/2022	100000	100000
12/31/2023	100000	100000
12/31/2024	100000	100000
12/31/2025	100000	100000
12/31/2026	100000	100000
12/31/2027	100000	100000
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12/31/2034	100000	100000
12/31/2035	100000	100000
12/31/2036	100000	100000
12/31/2037	100000	100000
12/31/2038	100000	100000
12/31/2039	100000	100000
12/31/2040	100000	100000
12/31/2041	100000	100000
12/31/2042	100000	100000
12/31/2043	100000	100000
12/31/2044	100000	100000
12/31/2045	100000	100000
12/31/2046	100000	100000
12/31/2047	100000	100000
12/31/2048	100000	100000
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12/31/2051	100000	100000
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12/31/2068	100000	100000
12/31/2069	100000	100000
12/31/2070	100000	100000
12/31/2071	100000	100000
12/31/2072	100000	100000
12/31/2073	100000	100000
12/31/2074	100000	100000
12/31/2075	100000	100000
12/31/2076	100000	100000
12/31/2077	100000	100000
12/31/2078	100000	100000
12/31/2079	100000	100000
12/31/2080	100000	100000
12/31/2081	100000	100000
12/31/2082	100000	100000
12/31/2083	100000	100000
12/31/2084	100000	100000
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12/31/2086	100000	100000
12/31/2087	100000	100000
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12/31/2089	100000	100000
12/31/2090	100000	100000
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12/31/2092	100000	100000
12/31/2093	100000	100000
12/31/2094	100000	100000
12/31/2095	100000	100000
12/31/2096	100000	100000
12/31/2097	100000	100000
12/31/2098	100000	100000
12/31/2099	100000	100000
12/31/2100	100000	100000

Account Number

Account Description

**Budgeted \$**

YTD Bal

## PUBLIC WORKS

GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7

**\$1,978.63**  
**\$1,978.63**  
**\$3,957.26**  
**\$3,957.26**

## Total PUBLIC WORKS

## ENVIRONMENT

GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7

**\$1111.73**  
**\$1111.73**  
**\$2223.46**  
**\$2223.46**

## Total ENVIRONMENT

**BUILDING DEPARTMENT**

GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7  
03/16/22 BUILDING INSPECTOR GREEN SHIELD  
03/23/22 BUILDING INSPECTOR GREEN SHIELD

\$267.59  
\$267.59  
\$535.18  
\$535.18

## Total BUILDING DEPARTMENT

## PROTECTION TO PERSONS & PROPERTY

8781 GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7  
11909638 03/16/22 PROPERTY STANDARD GREEN SHIELD  
12068559 03/23/22 PROPERTY STANDARD GREEN SHIELD

(\$)	\$0.00
(\$)	\$0.00

## Total Protection to Persons & Property

**TROUT CREEK COMMUNITY CENTRE**

8781 GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7  
11909638 03/16/22 TCCC GREEN SHIELD  
12068559 03/23/22 TCCC GREEN SHIELD

	\$0.00	(\$1.1)
	\$0.00	(\$1.1)

## Total TROUT CREEK COMMUNITY CENTRE

## SPORTSPLEX

**GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7**

(b)	\$0.00
(c)	\$0.00

**Total Bills To Pay:**

**\$67,334.24**

3/30/2022 4:28pm

# Municipality of Powassan A/P Preliminary Cheque Run (Council Approval Report)

Vendor Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Ba
<b>GENERAL GOVERNMENT</b>									
8871	03/30/22	MUNICIPAL PROPERTY ASSESSMENT CORP, 1340 PICKERING PARKWAY, SUITE 101, PICKERING, ON, L1V 0C4	03/30/22	\$13,563.36	\$13,563.36	10-10-61690	MPAC	\$0.00	(\$13.56)
1800030468	03/30/22	MPAC			\$13,563.36				
8890	03/30/22	NORTH BAY MAT RENTAL, BOX 462, NORTH BAY, ON, P1B 8J1	03/30/22	\$5.40	\$5.40	10-10-61640	OFFICE & EQUIPMENT	\$0.00	(\$1.3)
154334	03/30/22	MAT RENTALS			\$11.37				
8907	03/30/22	ONTARIO CLEAN WATER AGENCY, 2085 HURONTARIO ST. SUITE 500, MISSISSAUGA, ON, L5A 4G1	03/30/22	\$10,788.06	\$10,788.06	10-10-33100	A/P OTHER	\$0.00	(\$10.1)
15883 2	03/30/22	WWT LAGOON			\$10,788.06				
8940	03/30/22	PRICE ADVERTISING INC, 7 JOHN ST UNIT 4, HUNTSVILLE, ON, P1H 1H5	03/30/22	\$457.92	\$457.92	10-10-68410	BIA-MAT/SUPPLIES	\$0.00	(\$1.6)
3664	03/30/22	BILLBOARDS			\$508.50				
9121	03/30/22	SHELLEY BASTAIN, 2089 MAPLE HILL RD, POWASSAN, ON, P0H 1Z0		\$488.45	\$488.45	10-10-61640	OFFICE & EQUIPMENT	\$0.00	(\$1.3)
364	03/30/22	OFFICE CLEANING			\$542.40				
9176	03/30/22	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5	03/30/22	\$51.13	\$51.13	10-10-61640	OFFICE & EQUIPMENT	\$0.00	(\$1.3)
3290482	03/30/22	PEST CONTROL			\$139.42				
9194	03/30/22	NORTH BAY MATTAWA CONSERVATION AUTHORITY, 15 JANNEY AVENUE, NORTH BAY, ON, P1C 1N1	03/30/22	\$190.00	\$190.00	10-10-33100	A/P OTHER	\$0.00	(\$10.1)
MARCH 15 2022	03/30/22	INVOICE 4143 MANADATORY INSPECTION			\$190.00				
9768	03/30/22	OFFICE CENTRAL, 60 LEEK CRESCENT, RICHMOND HILL, ON, L4B 1H1	03/30/22	\$170.76	\$170.76	10-10-61540	OFFICE SUPPLIES	\$0.00	(\$2.4)
1904545-0	03/30/22	PAPER, INK PADS, OFFICE SUPPLIES		\$355.02	\$355.02	10-10-61540	OFFICE SUPPLIES	\$0.00	(\$2.4)
1922425-0	03/30/22	PAPER, PENS, OFFICE SUPPLIES			\$583.85				
9798	03/30/22	DE LAGE LANDEN, C/O T4557 PO BOX 4557 STN A, TORONTO, ON, M5W 0K1		\$1,078.30	\$1,078.30	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$5)
8414089	03/30/22	POSTAGE/COURIER/COPIER			\$1,197.40				
9926	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	03/30/22	\$249.77	\$249.77	10-10-61550	TELEPHONE & FAX	\$0.00	(\$2)
3113358 322	03/30/22	INTERNET			\$403.30				
10059	03/30/22	LBEL INC, P.O. BOX 4094, STATION A, TORONTO, ON, M5W3T1	03/30/22	\$356.16	\$356.16	10-10-61600	POSTAGE/COURIER/CO	\$0.00	(\$5)
1979535	03/30/22	COPIER LEASE			\$395.50				
<b>Total GENERAL GOVERNMENT</b>									
<b>\$30,447.42</b>									
<b>250 CLARK</b>									
8890	03/30/22	NORTH BAY MAT RENTAL, BOX 462, NORTH BAY, ON, P1B 8J1	03/30/22	\$48.62	\$48.62	10-12-61525	250 CLARK-JANITORIAL	\$0.00	(\$1)
154334	03/30/22	MAT RENTALS			\$48.62				
88912	03/30/22	OSHELL'S VALU-MART, P.O. BOX 322, POWASSAN, ON, P0H 1Z0	03/30/22	\$38.12	\$38.12	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1)
26015	03/30/22	DANCE PARTY SUPPLIES			\$38.12				

A/P Preliminary Cheque Run

(Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Bal
9176	03/30/22	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5	03/30/22	\$132.96	\$132.96	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
3290482	03/30/22	PEST CONTROL	03/30/22	\$20.45	\$20.45	10-12-61757	FITNESS CENTRE@250	\$0.00	(\$23)
3290482	03/30/22	PEST CONTROL	03/30/22		\$153.41				
9926	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	03/30/22	\$249.77	\$249.77	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
3113358 322	03/30/22	TELECOM @ 250 CLARK	03/30/22		\$249.77				
10093	03/30/22	AKFIT, 797 BARRYDOWNE, SUDBURY, ON, P3A3T6	03/30/22	\$1,808.28	\$1,808.28	10-12-61757	FITNESS CENTRE@250	\$0.00	(\$23)
150	03/30/22	ANNUAL MAINTENANCE	03/30/22		\$1,808.28				
10179	03/30/22	SANDRA REED, ...	03/30/22	\$108.90	\$108.90	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
WALMART	03/30/22	TIE DYED WORK SHOP	03/30/22		\$108.90				
10219	03/30/22	VANESSA KELLY, 604 LINDQUIST LINE, POWASSAN, ON, P0H 1Z0	03/30/22	\$150.00	\$150.00	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
BATH BOMB	03/30/22	BATH BOMB WORKSHOP	03/30/22		\$150.00				
10558	03/30/22	NICK RIZZO, ...	03/30/22	\$1,260.00	\$1,260.00	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
TAPAS NIGHT	03/30/22	TAPAS NIGHT MARCH 25 2022	03/30/22		\$1,260.00				
10559	03/30/22	LIBERTEVISION INC., 5680 BOUL. BOURQUE - SUITE 200, SHERBROOKE, PQ, J1N 1H3	03/30/22	\$244.22	\$244.22	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
3524	03/30/22	ON VISION SERVICE BlinkySOFTWARE	03/30/22		\$244.22				
10560	03/30/22	LEAH MORROW, ...	03/30/22	\$980.00	\$980.00	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$1.08)
CARDO PUMP	03/30/22	CARDIO PUMP INSTRUCTOR	03/30/22		\$980.00				
Total 250 CLARK									
FIRE DEPARTMENT									
8792	03/30/22	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/30/22	\$339.28	\$339.28	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$10.3)
200058393361 422	03/30/22	FIRE DEPT.-OPERATIONS	03/30/22		\$198.60	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$10.3)
200095870626 422	03/30/22	HYDRO TC FIRE HALL	03/30/22		\$537.88				
9059	03/30/22	BELL CANADA, PO BOX 9000, NORTH YORK, ON, M3C 2X7	03/30/22	\$66.93	\$66.93	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$10.3)
7057246880 422	03/30/22	FIRE DEPT.-OPERATIONS	03/30/22		\$66.93				
9082	03/30/22	RECEIVER GENERAL - RADIO, POSTAL STATION D, BOX 2330, OTTAWA, ON, K1P6K1	03/30/22	\$1,528.50	\$1,528.50	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$10.3)
20220030173	03/30/22	RADIO LICENCE	03/30/22		\$1,528.50				
9378	03/30/22	BEATTY PRINTING, 661 CASSELLS STREET, NORTH BAY, ON, P1B 4A1	03/30/22	\$805.94	\$805.94	10-15-62060	FIRE PREVENTION	\$0.00	(\$805.94)
49598	03/30/22	FIRE PERMITS	03/30/22		\$805.94				
9926	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	03/30/22	\$152.69	\$152.69	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$10.3)
3116364 322	03/30/22	TC FIRE HALL PHONE AND INTERNET	03/30/22		\$152.69				

POWASSAN TOWNSHIP



Invoice Number: 10035  
29261

Description: TRANS CANADA SAFETY BY STAR LIFE, 1492 MAIN STREET W, 4A, NORTH BAY, ON, P1B2X3  
03/30/22 STORZ HYDRANT FITTING

Due Date: 03/30/22  
Invoice Amt: \$295.80  
Approved Amt: \$295.80

Total FIRE DEPARTMENT

\$3,387.74

PUBLIC WORKS			
8792	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3		
200031148485 422	03/30/22 PUBLIC WORKS BLDGS UTILITIES	\$218.57	\$218.57
200067996361 422	03/30/22 PUBLIC WORKS BLDGS UTILITIES	\$31.18	\$31.18
200118558926 422	03/30/22 PUBLIC WORKS BLDGS UTILITIES	\$202.97	\$202.97
		\$452.72	
9056	ASSOC. OF ON ROAD SUPERVISORS, 268 MAIDEN LANESUITE 206, PO BOX 2669, ST MARY'S, ON, N4X 1A4		
597	03/30/22 ANNUAL CERTIFICATION	\$157.73	\$157.73
		\$157.73	
9758	BELL TV, P.O. BOX 3250, STATION DON MILLS, NORTH YORK, ON, M3C 4C9		
845520062011667	03/30/22 PUBLIC WORKS-MATERIAL & SUPPLIES	\$35.35	\$35.35
		\$35.35	
9926	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2		
3115764 322	03/30/22 INTERNET	\$203.52	\$203.52
		\$203.52	
9972	REALTERM ENERGY CORP., 2160 DE LA MONTANGNE, SUITE 600, MONTREAL, QC, H3G2T3		
	03/30/22 1ST Q STREET LIGHT	\$9,597.16	\$9,597.16
		\$9,597.16	
		\$10,446.48	

Total PUBLIC WORKS

\$10,446.48

ENVIRONMENT			
8792	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3		
200051438461 422	03/30/22 LANDFILL SITE-MAT/SUPPLIES HYDRO	\$446.77	\$446.77
		\$446.77	
		\$446.77	

Total ENVIRONMENT

\$446.77

WATER			
8792	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3		
2000025335054 422	03/30/22 WATER DISTRIBUTION-MAT/SUPPLIES	\$137.09	\$137.09
		\$137.09	
8907	ONTARIO CLEAN WATER AGENCY, 2085 HURONTARIO ST.		
15883 2	03/30/22 WATER SERVICE	\$0.00	\$0.00
		\$0.00	
9059	BELL CANADA, PO BOX 9000, NORTH YORK, ON, M3C 2X7		
7057243319 422	03/30/22 WATER PUMP HOUSE PHONE	\$88.72	\$88.72
		\$88.72	

Total WATER

\$225.81

**Municipality of Powassan  
A/P-Preliminary Cheque Run**  
(Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>BUILDING DEPARTMENT</b>									
8975 MAR22BM	03/21/22	SCOTIABANK VISA, 204 MAIN STREET, NORTH BAY, ON, P1B 2T7 03/21/22 OBOA - BUILDING CODE COURSE - BM	03/30/22	\$706.25	\$706.25	10-45-62710	BUILDING INSPECTOR-	\$0.00	(\$2,195.00)
				\$706.25					
				\$706.25					
<b>Total BUILDING DEPARTMENT</b>									
<b>PROTECTION TO PERSONS &amp; PROPERTY</b>									
8855 28090322110027	03/30/22	MINISTER OF FINANCE - OPP. 33 KING ST W, PO BOX 647, OSHAWA, ON, L1H 8X3 03/30/22 MONTHLY POLICING	03/30/22	\$40,600.00	\$40,600.00	10-50-62500	POLICING-OPP	\$0.00	(\$86,730.00)
8905 2022 ANNUAL	03/30/22	ONTARIO ASSOC OF PROP STD. OFFICERS, C/O DEREK PETCH, TREASURER, 46 CHATEAU CRESCENT, EMBRUN, ON, K0A1W1 03/30/22 ANNUAL MEMBERSHIP	03/30/22	\$84.00	\$84.00	10-50-62585	PROPERTY	\$0.00	(\$1,000.00)
8976 3341	03/30/22	SEE MORE GRAPHICS, 506 MCGAUGHEY AVE, NORTH BAY, ON, P1B 1W6 03/30/22 ROAD SIGN 911	03/30/22	\$42.71	\$42.71	10-50-62555	911 COSTS	\$0.00	(\$4,000.00)
9073 2021 ANNUAL	03/30/22	SANDY BRIGGS, RR #4, POWASSAN, ON, P0H 1Z0 03/30/22 ANNUAL ANIMAL CONTROL	03/30/22	\$3,160.00	\$3,160.00	10-50-62600	ANIMAL CONTROL &	\$0.00	\$0.00
				\$3,160.00					
				\$43,886.71					
<b>Total PROTECTION TO PERSONS &amp; PROPERTY</b>									
<b>RECREATION</b>									
8792 200096240842 422	03/30/22	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3 03/30/22 SHCC-MAT/SUPPLIES HYDRO	03/30/22	\$149.41	\$149.41	10-55-67410	SHCC-MAT/SUPPLIES	\$0.00	(\$93,000.00)
8824 S034142	03/30/22	LIFESAVING SOCIETY THE LIFEGUARDING EXPERTS, 400 CONSUMERS ROAD, NORTH YORK, ON, M2J 1P8 03/30/22 ANNUAL AFFILIATION	03/30/22	\$260.00	\$260.00	10-55-67110	POOL-MATERIAL &	\$0.00	(\$27,000.00)
9059 7057245689 422	03/30/22	BELL CANADA, PO BOX 9000, NORTH YORK, ON, M3C 2X7 03/30/22 SHCC MONTHLY PHONE BILL	03/30/22	\$74.59	\$74.59	10-55-67410	SHCC-MAT/SUPPLIES	\$0.00	(\$93,000.00)
10539 363504-1 363505-1	03/30/22	VISTA RADIO LTD, 152 HIGHLAND STREET, UPER LEVEL, P.O. BOX 960, HALIBURTON, ON, K0M 1S0 03/30/22 POOL STAFF RADIO ADS 03/30/22 POOL STAFF RADIO ADS	03/30/22	\$531.19	\$531.19	10-55-67110	POOL-MATERIAL &	\$0.00	(\$27,000.00)
				\$549.18					
				\$1,080.37					
				\$1,564.37					
<b>Total RECREATION</b>									
<b>HISTORICAL &amp; CULTURE</b>									
8792 200204347544 322	03/30/22	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3 03/30/22 POWASSAN LEGION EXPENSE	03/30/22	\$558.54	\$558.54	10-65-67680	POWASSAN LEGION	\$0.00	(\$2,700.00)
				\$558.54					

**Municipality of Powassan**  
**A/P Preliminary Cheque Run**  
 (Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Bal.
8954	03/30/22	RELANCE HOME COMFORT, PAYMENT PROCESSING CENTRE, PO BOX 4504 STATION A 25 THE ESPLANADE, TORONTO, ON, M5W 4J8	03/30/22	\$307.67	\$307.67	10-65-67680	POWASSAN LEGION	\$0.00	(\$2,72)
109550013140739	03/30/22	POWASSAN LEGION EXPENSE	03/30/22	\$307.67	\$307.67	10-65-67680	POWASSAN LEGION	\$0.00	(\$2,72)
9176	03/30/22	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5	03/30/22	\$169.94	\$169.94	10-65-67680	POWASSAN LEGION	\$0.00	(\$2,72)
3290498	03/30/22	03/30/22 PEST CONTROL	03/30/22	\$169.94	\$169.94	10-65-67680	POWASSAN LEGION	\$0.00	(\$2,72)
9926	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	03/30/22	\$50.89	\$50.89	10-65-66030	TROUT CREEK SENIOR	\$0.00	(\$10)
3116364 322	03/30/22	03/30/22 TC SENIORS	03/30/22	\$50.89	\$50.89	10-65-66030	TROUT CREEK SENIOR	\$0.00	(\$10)
				\$1,087.04	\$1,087.04				
9456	03/30/22	RYMAN TITLES INC, BOX 224, PARRY SOUND, ON, P2A 2X3	03/30/22	\$101.70	\$101.70	10-70-68005	PLANNING	\$0.00	(\$42)
26272	03/30/22	03/30/22 LAND INFO BRIDLE	03/30/22	\$101.70	\$101.70	10-70-68005	PLANNING	\$0.00	(\$42)
				\$101.70	\$101.70				
<b>Total PLANNING &amp; DEVELOPMENT</b>									
<b>TROUT CREEK COMMUNITY CENTRE</b>									
8792	03/30/22	HYDRO ONE NETWORKS, P.O. BOX 4102, STN A, TORONTO, ON, M5W 3L3	03/30/22	\$959.90	\$959.90	10-75-61610	HYDRO	\$0.00	(\$6,13)
200109358575 422	03/30/22	03/30/22 HYDRO	03/30/22	\$959.90	\$959.90	10-75-61610	HYDRO	\$0.00	(\$6,13)
8862	03/30/22	MOORE PROPANE LIMITED, 56 GIBSON ST, NORTH BAY, ON, P1B 8Z4	03/30/22	\$37.85	\$37.85	10-75-61800	SUPPLIES	\$0.00	(\$29)
1102956	03/30/22	03/30/22 PROPANE	03/30/22	\$37.85	\$37.85	10-75-61800	SUPPLIES	\$0.00	(\$29)
1104384	03/30/22	03/30/22 PROPANE	03/30/22	\$37.85	\$37.85	10-75-61800	SUPPLIES	\$0.00	(\$29)
8992	03/30/22	T.S.S.A., P.O. BOX 4577 STN A, 3300 BLOOR STREET WEST, TORONTO, ON, M5W 4V8	03/30/22	\$413.00	\$413.00	10-75-61820	MAINTENANCE	\$0.00	(\$1,64)
9093133	03/30/22	03/30/22 PERIODIC INSPECTION	03/30/22	\$413.00	\$413.00	10-75-61820	MAINTENANCE	\$0.00	(\$1,64)
9926	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	03/30/22	\$228.96	\$228.96	10-75-61550	TELEPHONE & FAX &	\$0.00	(\$47)
3116366 322	03/30/22	03/30/22 PHONE AND INTERNET	03/30/22	\$228.96	\$228.96	10-75-61550	TELEPHONE & FAX &	\$0.00	(\$47)
10143	03/30/22	BLACK & McDONALD LTD, 328 Green Rd, Stoney Creek, ON, L8E 2B2	03/30/22	\$309.35	\$309.35	10-75-61820	MAINTENANCE	\$0.00	(\$1,64)
43-1282665	03/30/22	03/30/22 BRINE ADJUSTMENT	03/30/22	\$309.35	\$309.35	10-75-61820	MAINTENANCE	\$0.00	(\$1,64)
				\$1,986.91	\$1,986.91				
<b>Total TROUT CREEK COMMUNITY CENTRE</b>									
<b>SPORTSPLEX</b>									
8862	03/30/22	MOORE PROPANE LIMITED, 56 GIBSON ST, NORTH BAY, ON, P1B 8Z4	03/30/22	\$151.40	\$151.40	10-80-61930	ZAMBONI-REPAIRS &	\$0.00	(\$2,43)
1102955	03/30/22	03/30/22 PROPANE REFILL	03/30/22	\$151.40	\$151.40	10-80-61930	ZAMBONI-REPAIRS &	\$0.00	(\$2,43)
1104383	03/30/22	03/30/22 PROPANE REFILL	03/30/22	\$151.40	\$151.40	10-80-61930	ZAMBONI-REPAIRS &	\$0.00	(\$2,43)
				\$302.80	\$302.80				

Vendor		Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
InvoiceNumber	Date								
9176 3290400	03/30/22	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5 03/30/22 PEST CONTROL, AIR REMEDY	03/30/22	\$361.00	\$361.00	10-80-61950	BUILDING REPAIRS &	\$0.00	(\$1,654)
9926 3111682 322	03/30/22	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2 03/30/22 OFFICE EXPENSES	03/30/22	\$254.40	\$254.40	10-80-61555	OFFICE EXPENSES	\$0.00	(\$764)
10447 1442053	03/30/22	AINSWORTH INC., 131 BERMONDSEY RD, TORONTO, ON, M4A 1X4 03/30/22 air exchanger repairs	03/30/22	\$325.00	\$325.00	10-80-61950	BUILDING REPAIRS &	\$0.00	(\$1,654)

Total SPORTSPLEX

Total Bills To Pay: \$100,571.72