

## AGENDA

Regular Council meeting to be held  
Tuesday June 1, 2021 at 7:00 p.m.  
Powassan (electronic)

1. CALL TO ORDER
2. ROLL CALL
3. DISCLOSURE OF MONETARY INTEREST AND GENERAL NATURE THEREOF
4. APPROVAL OF THE AGENDA
5. PRESENTATIONS
  - 5.1 MIS Insurance- renewal of Policy -Tim Hutchison
6. ADOPTION OF MINUTES
  - 6.1 Regular Council meeting of May 18, 2021
7. MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL
  - 7.1 Trout Creek Community Centre Board minutes of May 12, 2021
8. MINUTES AND REPORTS FROM APPOINTED BOARDS
9. STAFF REPORTS
  - 9.1 Memo- CAO/Clerk-Treasurer M.Lang re Tax Sale Registrations
  - 9.2 Verbal- L.Marshall re Administrative Assistant position
10. BY-LAWS
  - 10.1 2021-20 Water Distribution Regulations
11. UNFINISHED BUSINESS
12. NEW BUSINESS
  - 12.1 Consent Application B13/Powassan/2021
  - 12.2 Resolution re Borrowing
13. CORRESPONDENCE
  - 13.1 Ministry of Municipal Affairs and Housing- Three Step Roadmap to Safely Reopen the Province of Ontario
14. ADDENDUM
15. ACCOUNTS PAYABLE
16. NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS
17. PUBLIC QUESTIONS
18. CLOSED SESSION
19. MOTION TO ADJOURN

**Maureen Lang**

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**Subject:** RE: 2021-2022 Municipal Insurance Renewal

**From:** Timothy Hutchison [mailto:timothy.hutchison@knoxhutchison.com]

**Sent:** Thursday, May 27, 2021 3:15 PM

**To:** Lesley Marshall <LMarshall@Powassan.net>

**Cc:** Cheryl Hughes <cheryl.hughes@knoxhutchison.com>

**Subject:** 2021-2022 Municipal Insurance Renewal

**Importance:** High

Good afternoon,

Thank you for your patience as we worked with the insurer to finalize the 2021-2022 insurance renewal for The Corporation of the Municipality of Powassan – please find the renewal proposal attached.

We are currently in a “hard” insurance market where insurers are re-evaluating what risks they want to insure and are charging increased premiums for those they wish to continue to insure. The hard market is the result of increased losses over the past 5+ years and the effects are being felt across the insurance industry. We are seeing double digit increases on most accounts, with more significant increases on those with claims. We have been working with our insurers to try and keep renewal premiums as low as possible, but the entire municipal insurance world has been experiencing large increases.

The premium associated with the renewal as presented is up just under 17% over the expiring term with a total premium of \$162,174.00. The increase is driven by the current market conditions, primarily affecting the liability insurance rates. **The quoted premium includes \$1M cyber insurance coverage.**

Also, as a result of the current insurance market, there are a few changes from the expiring policy. I have highlighted some of the changes below – please review the renewal proposal for all changes:

Liability insurance policy (see page 8 of the attached document)

- Deductible increased to \$10,000
- Cyber exclusion
  - o Cyber losses were excluded before, but the exclusion has been included since separate cyber insurance coverage is available in the insurance market
  - o Cyber insurance coverage has been quoted and included in the attached municipal insurance package
- Excluding communicable disease in excess of \$1,000,000
  - o Excluding communicable disease absolutely in respect of:
    - Long Term Care/Senior Care Operations/Care Homes
    - Emergency control centres
    - Medical facilities, testing centres and homeless shelters
- Excluding D&O for profit entities or commercial subsidiaries

Property insurance policy (see page 12 of the attached document)

- Flood deductible increased to \$100,000

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	5-1

- Earthquake deductible increased to 10% of total loss or \$100,000 minimum

Please review the attached proposal and let me know if you have any questions or if I can provide additional clarification.

Take care,

Tim

**Timothy R. Hutchison**, B.Comm (Hons.), MBA, CAIB  
Partner, President  
MIS Municipal Insurance Services

**PROVENANCE**  
INSURANCE SERVICES LTD.

**KNOXHUTCHISON**  
INSURANCE

**MIS MUNICIPAL**  
INSURANCE SERVICES

**Dynamic**  
Insurance Brokers

A division of **McDougall**

288 Second Avenue W, North Bay, Ontario, P1B 3K9  
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We are **OPEN for business**, however due to concerns with COVID-19, and in line with recommendations from local health units, we are asking the public to not enter our office. Instead, we are available via email and phone to continue to service your needs. Please visit [www.knoXHutchison.com](http://www.knoXHutchison.com). We value your health and business. Thank you for your patience during this unprecedented time.

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# MIS MUNICIPAL INSURANCE SERVICES



## Municipal Insurance Renewal Proposal for The Corporation of the Municipality of Powassan

May 27, 2021

### **Presented by:**

MIS Municipal Insurance Services  
o/b Provenance Insurance Services Ltd.

In Partnership with  
Public Sector Division

Jardine Lloyd Thompson Canada Inc.

**This presentation is a condensed report of your insurance coverage. Nothing herein alters the terms, conditions and exclusions contained in the printed insurance contract.**

# 1

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## Important – Please Note The Following

### **Duty of Disclosure**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

### **Payment Terms**

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

### **Period of Validity of Quote**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

### **Breach of Warranty or Subjectivity**

If any of the terms and conditions contained in this proposal are identified as a "warranty" or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

### **Underinsurance**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

### **Underwriting / Binding Authority**

Certain portions of this quotation of cover have been provided by Marsh Canada Limited acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement,

has given us authority to quote and confirm insuring terms, conditions and premiums. Marsh Canada Limited is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where Marsh Canada Limited does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by Marsh Canada Limited from the Insurer.

### **Material Changes From Expiring Policy**

You should carefully note any items identified in the "Changes from Expiry" section under each coverage as they represent material changes in cover from your previous policy.

### **RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to Marsh Canada Limited. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

### **TAXES PAYABLE BY INSUREDS**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh Canada Limited in addition to the premiums quoted:

Provincial Sales Tax

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## Summary of Coverage, Limits and Deductibles

<b>Name of Insured:</b>	Corporation of the Municipality of Powassan
<b>Policy Period:</b>	June 1, 2021 to June 1, 2022 12:01 a.m. local time at the mailing address of the Named Insured

## Canadian Councils Liability

<b>Limits of Liability:</b>	\$ 5,000,000	General Liability (including Sudden And Accidental Pollution); any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
<b>Sub-Limits of Liability:</b>	\$ 5,000,000	Employers' Liability; any one Claim
	\$ 5,000,000	Tenant Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefit Liability; any one Claim
	\$ 5,000,000	Incidental Medical Malpractice; any one Claim Retroactive Date: 11/15/1993
	\$ 50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$ 2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 100,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$ 1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$ 500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$ 100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$ 100,000	Legal Expense Reimbursement Expenses; any one Claim and
	\$ 500,000	Legal Expense Reimbursement Expenses; in the Annual Aggregate during the Policy Period



	\$ 5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Autos); any one Occurrence
	\$ 250,000	Legal Liability for Damage to Hired Autos; any one Occurrence
	\$ 5,000,000	Wrap-up Liability – Difference in Conditions and Difference in Limits; any one Occurrence
<b>Endorsements:</b>	\$ 5,000,000	Municipal Errors and Omissions Liability; any one Claim and in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$ 2,500,000	Environmental Impairment Liability; any one Claim and Retroactive Date: Unlimited
	\$ 5,000,000	Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$ 250,000	Abuse / Molestation Liability; any one Claim and Retroactive Date: 6/1/2008
	\$ 500,000	Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: 6/1/2008
	\$	Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits
	\$ 5,000,000	Police Officer Assault; any one Occurrence
<b>Deductibles:</b>	\$ 10,000	Public Entity General Liability; any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
		any one Occurrence / per Claimant in respect of Sewer Back-up
	\$ 10,000	Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except:
	\$ NIL	Extensions of Coverage; with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement As per Endorsement No. 4 – Schedule of Benefits for Voluntary Compensation
	\$ 1,000	Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos
	\$ 10,000	Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense)
	\$ 10,000	Municipal Errors and Omissions Liability; any one Claim
	\$ 10,000	Environmental Impairment Liability; any one Claim
	\$ 10,000	Abuse / Molestation Liability; any one Claim
	\$ 10,000	Police Officer Assault; any one Occurrence
<b>Endorsement:</b>	COMMUNICABLE DISEASE ENDORSEMENT (INDEMNITY - LIMITED)	
	1. Regardless of any provision to the contrary, the policy excludes any amount for which the insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:	



	<p>1.1.a Communicable Disease;</p> <p>1.2. the fear or threat (whether actual or perceived) of a Communicable Disease;</p> <p>1.3. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a Communicable Disease; or</p> <p>1.4. the insured's compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to a Communicable Disease.</p> <p>2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent where:</p> <p>2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not;</p> <p>2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or transmission between organisms; and</p> <p>2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage; regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.</p> <p>3. This exclusion shall not apply to any amount for which the insurer would be liable under the policy but for the existence of clauses 1.1 to 1.4 of this endorsement, subject to clauses 4 and 5 below.</p> <p>4. Any amount payable by the insurer under clause 3 of this endorsement shall be sub-limited to \$1,000,000 each and every Claim and \$1,000,000 in the aggregate for all Claims.</p> <p>5. For the purposes of clause 3, the insured shall be liable to pay a self-insured retention of \$25,000 each and every Claim.</p> <p>6. For the purposes of this endorsement:</p> <p>6.1 Claim shall mean any amount for which the insurer would be liable during the Policy Period and then only if the Claim is first made against the Insured during the Policy Period; and</p> <p>6.2 Public Authority shall mean any national, regional, local or municipal government or any national or international organisation with the responsibility to promote or protect public health.</p> <p>Clause: [CDIL092020]</p> <p>However, exclusion to apply absolutely in respect of;</p> <ul style="list-style-type: none"> <li>i. child services or childcare, long term care, senior care or care home operations</li> <li>ii. all medical facilities, hospitals, medical centres or clinics whether permanent, semi-permanent or temporary</li> <li>iii. any current or future testing, treatment, vaccination or other centres related to the coronavirus pandemic, SARS, SARS Cov-2 or any variation or subsequent variation thereof</li> <li>iv. homeless shelters</li> </ul>
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- v. prisons, jails, detention centers, holding cells, correctional services, juvenile correctional facilities
- vi. any supply of PPE, medical equipment, ventilators, testing equipment or beds related to or intended for use in i. through to iv. Above.

**CYBER EXCLUSION (OTHER THAN BODILY INJURY OR PROPERTY DAMAGE)**

(for attachment to International Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

- a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or
- b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type).

**Definitions**

For the purposes of this Exclusion:

1. Cyber Loss means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. Cyber Incident means:
  - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
  - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
  - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

	<p>involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.</p> <p>3. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.</p> <p>Excluding Communicable disease absolutely in respect of Long Term Care/Senior Care Operations</p> <p>Excluding D&amp;O for-profit entities or commercial subsidiaries, unless otherwise agreed</p> <p>Excluding ASTs (above ground tanks) &gt;25 years</p> <p>Excluding USTs (underground tanks) which are either &gt;20 years old or single skinned</p> <p>Excluding closed landfill operations, unless ongoing active monitoring is in place</p> <p>Subject to schedule of tanks to be held on file and tanks not seen are not covered</p>
<b>Policy Form:</b>	EK2004502 B0901EK2004502000
<b>Insurer(s) and Proportion of Participation(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>Subject To:</b>	<p>1. Environmental Impairment Liability - A list of Aboveground and Underground storage tanks is required along with evidence of appropriate results, to be reviewed and approved by the Insurer. Once approved, USTs will be endorsed onto the policy.</p> <p>2. Completion of Casualty Questionnaire/Waiver and COVID Questionnaire</p> <p>3. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021</p>
<b>Changes from Expiring Policy:</b>	<p>Deductible increased from \$5,000 to \$10,000</p> <p>Communicable Disease Endorsement (Indemnity – Limited)</p> <p>Excluding D&amp;O for-profit entities or commercial subsidiaries, unless otherwise agreed</p> <p>Cyber Exclusion (Other Than Bodily Injury or Property Damage) as per EK2004502 Wording</p> <p>Deductible for Wrongful Dismissal increased from \$5,000 to \$10,000</p>

**Canadian Councils Umbrella Liability (First Layer)**

<b>Limit of Coverage:</b>	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess if Underlying Coverage(s) and Limit(s):</b>	\$ 5,000,000	General Liability; any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 5,000,000	Incidental Medical Malpractice; any one Claim
	\$ 5,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 5,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefits Liability; any one Claim
	\$ 5,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 5,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
	\$ 5,000,000	Transit Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
	\$ 5,000,000	Garage Automobile Liability (OAF/SAF 4) (Aviva Insurance Company of Canada); any one Occurrence
	\$ 10,000,000	Medical Malpractice Liability for Emergency Medical Technicians and Paramedics specifically insured under Primary Policy HCI 2008 Hospitals Master Policy (Aviva Insurance Company of Canada); any one Claim
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	Endorsement #1 - Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7	
<b>Policy Form:</b>	EK2004498	B0901EK2004498000
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021	
<b>Changes from Expiring Policy:</b>		

**Canadian Councils Umbrella Liability (Second Layer)**

<b>Limit of Coverage:</b>	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess if Underlying Coverage(s) and Limit(s):</b>	\$ 25,000,000	General Liability; any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 25,000,000	Incidental Medical Malpractice; any one Claim
	\$ 25,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 25,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 25,000,000	Employee Benefits Liability; any one Claim
	\$ 25,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 25,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
	\$ 25,000,000	Transit Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
	\$ 25,000,000	Garage Automobile Liability (OAF/SAF 4) (Aviva Insurance Company of Canada); any one Occurrence
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	Endorsement #1 - Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7	
<b>Policy Form:</b>	EK2004498	B0901EK2004501000
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021	
<b>Changes from Expiring Policy:</b>		

**Combined Physical Damage & Machinery Breakdown**

<b>Coverage:</b>	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)	
<b>Limits:</b>	\$ 27,958,599	Blanket Limit of Loss on Blanket Property of Every Description including Machinery Breakdown
	\$ 25,000	Computer/Electronic Data Processing (Included in Blanket Limit)
	\$ 140,611	Landfill Shed & Waste Disposal Site Garage and Office (Not Included in Blanket Limit)
	\$ 1,344,948	Movable/Contractors Equipment/Tools (Not Included in Blanket Limit)
<b>Extensions of Coverage:</b>	The Limits shown below are included in the Blanket Limit shown above:	
	\$ 500,000	Valuable Papers;
	\$ 500,000	Extra Expense;
	\$ 500,000	Accounts Receivable;
	\$ 500,000	Gross Rentals;
	\$ 500,000	Computer Media;
	\$ 25,000	Fine Arts (Agreed Value);
	The Limits shown below are in addition to the Blanket Limit shown above:	
	\$ 1,000,000	Newly Acquired Property;
	\$ 1,000,000	Buildings in the Course of Construction;
	\$ 500,000	Property in Transit;
	\$ 1,000,000	Unnamed Locations;
	\$ 500,000	Expediting Expense;
	\$ 300,000	Business Interruption – Profits; Subject to maximum of \$25,000 per month
	\$ 1,000,000	Contingent Business Interruption;
	\$ 100,000	Fire Extinguishing Materials and Fire Fighting Expense;
	\$ 500,000	Professional Fees;
	\$ 10,000	Master Key;
	\$ 100,000	Land and Water Pollution Clean Up Expense;
	\$ 100,000	Stock Spoilage;
	\$ 100,000	Consequential Damage;
	\$ 1,000,000	Off Premises Service Interruption;
	\$ 100,000	Exhibition Floater;
	\$ 500,000	Ammonia Contamination;
	\$ 500,000	Water Escape;
	\$ 500,000	Hazardous Substance;
	\$ 5,000	Property of Councillors', Board Members' and Employees'; any one loss (\$25,000 maximum annual policy limit)

<b>Endorsements:</b>	
<b>Deductible(s):</b>	\$ 10,000 each Occurrence for All Losses except \$ 100,000 each Flood loss 10% of total loss or \$100,000 minimum, whichever is greater, each Earthquake occurrence \$ 1,000 each Fine Art loss
<b>Policy Form:</b>	Municipal Insurance Program - Master Policy (January 1, 2021)
<b>Insurer(s) and Proportion of Participations(s):</b>	<b>Physical Damage:</b> Aviva Insurance Company of Canada – 70% Zurich Insurance Company of Canada – 30% <b>Machinery Breakdown:</b> Aviva Insurance Company of Canada – 100%
<b>Subject To:</b>	1. Detailed COPE information for all locations over \$1,000,000 values, Completed Crime Application. 2. Civic addresses including postal codes for all locations. Fine Arts, EDP and CEF Schedules. 3. Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment. 4. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher. 5. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer. 6. All locations may be subject to Engineering Inspection. No Coverage for Any New Construction on a Builder's Risk, Full underwriting of Key Locations Required and Subject to Inspection. 7. Terms will remain as indicated subject to no claims deterioration as of effective date June 01, 2021 8. All Bridges/Culverts Must be Identified and Separated out of the Blanket POED Limit. Any Bridges, recycling Facilities and/or Vacant Properties are not Included in the Blanket Limit and will be Settled on an Actual Cash value basis with Fire and EC Cover - Vandilism and Malicious Acts Exclusion will Apply after 90 Day Vacancy Permit. 9. All Vacant Properties Must be Identified with Completed Vacancy Applications. Confirmation of no Vacant properties 10. All facilities that are equipped with commercial cooking equipment are required to have wet chemical special extinguishing systems, installed in accordance with section 6.8.1 of the Ontario Fire Code and NFPA 17A. The inspection and maintenance of this systems is referenced in 6.8.2 of the Ontario Fire Code and includes a 6-month service by a qualified service technician. 11. Confirmation of building systems and roof have been inspected, updated, replaced or repaired as required for buildings older than 40 years.
<b>Changes from Expiring Policy:</b>	Definition of Occurrence Added Flood Loss deductible increased from \$50,000 to \$100,000



	<p>Earthquake Deductible increased from 5% of total loss or \$100,000 each earthquake occurrence to 10% of total loss or \$100,000 each earthquake occurrence</p> <p>Territory amended to Canada only and property while in Transit</p> <p>Transmission and Distribution Lines situated beyond 1500 meters of Premises Insured Excluded</p> <p>Livestock Excluded</p> <p>Loss arising from Weapons of Mass Destruction Excluded</p> <p>Contagious Disease Exclusion Endorsement</p> <p>Cyber Risk/Computer Hacking Exclusion Endorsement</p> <p>Interruption by Civil Authority reduced from 8 weeks to 2 weeks</p> <p>Ingress and Egress amended</p>
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**Comprehensive Crime**

<b>Limits:</b>	\$	1,000,000	Employee Dishonesty – Form A
	\$	200,000	Broad Form Loss of Money (Inside Premises)
	\$	200,000	Broad Form Loss of Money (Outside Premises)
	\$	200,000	Money Orders & Counterfeit Paper Currency
	\$	1,000,000	Depositors Forgery
	\$	200,000	Professional Fees / Audit Expenses
	\$	200,000	Computer Fraud or Funds Transfer Fraud
<b>Endorsements:</b>			
<b>Deductible(s):</b>	\$	Nil	per Loss
<b>Policy Form:</b>	Master Crime Wording (April 2012)		
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%		
<b>Subject To:</b>	<p>1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</p> <p>2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s).</p> <p>3. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021</p>		
<b>Changes from Expiring Policy:</b>			

**Automobile Insurance (ON)**

<b>Limits:</b>	\$ 5,000,000 Limits as stated in the Policy Limits as stated in the Policy Limits as stated in the Policy	<b>Liability – Bodily Injury / Property Damage;</b> <b>Accident Benefits – Basic Benefits;</b> <b>Uninsured Automobile;</b> <b>Direct Compensation – Property Damage;</b> <b>Loss or Damage – All Perils;</b>
<b>Deductible(s):</b>	\$ Nil As stated in Policy As stated in Policy \$ Nil \$ Nil \$ 2,500	Liability – Bodily Injury / Property Damage; Accident Benefits – Basic Benefits; Accident Benefits – Options, None Selected Uninsured Automobile; Direct Compensation – Property Damage; Loss or Damage – All Perils;
<b>Endorsements:</b>	OPCF 3 Drive Government Automobiles Endorsement SEF 4A Permission to Carry Explosives OPCF 4B Permission to Carry Radioactive Material OPCF 5 Permission to Rent or Lease OPCF 6A Permission to Carry Paying Passengers for Compensation Endorsement OPCF 6C Public Passenger Vehicles Endorsement OPCF 8 Property Damage Reimbursement  <b>Additional Endorsements:</b> OPCF 9 Marine use Excluded (Amphibious Automobiles) OPCF 19 Limitation of Amount Endorsement OPCF 19A Valued Automobile(s) Endorsement OPCF 20 Loss of Use Endorsement - Limit: \$1,000 per occurrence (Applicable only to Private Passenger Vehicles and Light Commercial Vehicles) OPCF 21B Blanket Fleet Endorsement – No Annual Adjustment OPCF 22 Damage to Property of Passengers Endorsement OPCF 24 Freezing of Fire-Fighting Apparatus OPCF 30 Excluding Operation of Attached Machinery Endorsement OPCF 31 Non-Owned Equipment OPCF 32 Use of Recreational Vehicles by Unlicensed Drivers OPCF 40 Fire and Theft Deductible Endorsement OPCF 43R Removing Depreciation Deduction – 24 Months New OPCF 44 Family Protection Endorsement  OPCF 47 Agreement Not to Rely on SABS Priority of Payment Rules OPCF 48 Added Coverage to Offset Tort Deductibles	

**INSURANCE PROPOSAL**

CORPORATION OF THE MUNICIPALITY OF POWASSAN

	Inappropriately Licensed Driver Coverage Notice of Cancellation Ninety (90) Days Tarmac Exclusion
<b>Policy Form:</b>	Provincial Statutory Owners Policy
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%
<b>Subject To:</b>	1. Provision of updated Vehicles Schedule and Drivers List to insurer 2. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021
<b>Changes from Expiring Policy:</b>	

**Councillors' Accident Coverage**

<b>Limits of Coverage:</b>	\$ 200,000 Principle Sum
<b>Included Coverage:</b>	Number of Councillors: 5 24 Hour Coverage Based on 5 Members Out of Province Emergency Medical Coverage for 15 days including Spouse's Coverage
<b>Endorsements:</b>	
<b>Policy Form:</b>	Insurers Standard Form
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%
<b>Subject To:</b>	1. \$2,500,000 Aggregate Limit of Indemnity Per Accident 2. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021
<b>Changes from Expiring Policy:</b>	

**Volunteer Fire Fighters' Accident Coverage**

<b>Limits of Coverage:</b>	\$ 200,000	While on Duty Only Coverage; Principle Sum
	\$ 300	Disability Benefit 1st 4 weeks;
	\$ 500	Disability Benefit after 4 weeks:
<b>Endorsements:</b>		
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021	
<b>Changes from Expiring Policy:</b>		

**LCIS – Annual Low Risk Events Liability**

<b>Limits of Coverage:</b>	\$	5,000,000	Bodily Injury & Property Damage any one Occurrence
	\$	5,000,000	Products & Completed Operations Aggregate
	\$	2,000,000	Personal Injury & Advertising Liability
	\$	10,000	Medical Payments per Person
	\$	50,000	Medical Payments per Accident
	\$	5,000,000	Tenant's Legal Liability
	\$	5,000,000	Incidental Medical Malpractice Liability
	\$	2,000,000	Non-Owned Automobile Liability
	\$	50,000	SEF 94 – Legal Liability for Damage to Non-Owned Autos
	\$	1,000,000	Fire Fighting Expense Liability
<b>Endorsements:</b>	Liquor Liability Vendor Liability Extension Endorsement USA Jurisdiction Fire Fighting Expense Liability Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information Notice to Insureds Lloyd's Underwriters Policyholder's Complaint Protocol Intention for AIF to bind Clause Sanction Limited and Exclusion Clause		
<b>Deductible:</b>	\$	1,000	per Loss but only with respect to Property Damage Liability, Tenant's Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos
<b>Policy Form:</b>	LCIS GL 2018		
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%		
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of effective date June 1, 2021 2. Provision of an updated Annual Low Risk Events Liability Application		
<b>Changes from Expiring Policy:</b>			



## Cyber Liability – New Policy Quote

<b>Cyber Incident Response:</b>	\$ 1,000,000	Incident Response Costs per Claim
	\$ 1,000,000	Legal and Regulatory Costs per Claim
	\$ 1,000,000	IT Security and Forensic Costs per Claim
	\$ 1,000,000	Crisis Communication Costs per Claim
	\$ 1,000,000	Privacy Breach Management Costs per Claim
	\$ 1,000,000	Third Party Privacy Breach Management Costs per Claim
	\$ 50,000	Post Breach Remediation Costs per Claim (maximum 10% of all sums CFC has paid as a direct result of the cyber event)
<b>Cyber Crime:</b>	\$ 250,000	Funds Transfer Fraud per Claim
	\$ 250,000	Theft of Funds Held in Escrow per Claim
	\$ 250,000	Theft of Personal Funds per Claim
	\$ 1,000,000	Extortion per Claim
	\$ 250,000	Corporate Identity Theft per Claim
	\$ 250,000	Telephone Hacking per Claim
	\$ 50,000	Push Payment Fraud per Claim
<b>System Damage and Business Interruption:</b>	\$ 250,000	Unauthorized Use of Computer Resources per Claim
	\$ 1,000,000	System Damage and Rectification Costs per Claim
	\$ 1,000,000	Income Loss and Extra Expense per Claim (sub-limited to \$1,000,000 in respect of System Failure)
	\$ 100,000	Additional Extra Expense per Claim
	\$ 1,000,000	Dependent Business Interruption per Claim (sub-limited to \$1,000,000 in respect of System Failure)
	\$ 1,000,000	Consequential Reputational Harm per Claim
	\$ 25,000	Claim Preparation Costs per Claim
<b>Network Security and Privacy Liability:</b>	\$ 1,000,000	Hardware Replacement Costs per Claim
	\$ 1,000,000	Network Security Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Privacy Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Management Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Regulatory Fines Aggregate, including Costs and Expenses
<b>Media Liability:</b>	\$ 1,000,000	PCI Fines, Penalties and Assessments Aggregate, including Costs and Expenses
	\$ 1,000,000	Defamation Aggregate, including Costs and Expenses
<b>Court Attendance Costs:</b>	\$ 1,000,000	Intellectual Property Rights Infringement Aggregate, including Costs and Expenses
	\$ 100,000	in the Aggregate (sub-limited to \$2,000 per day)

<b>Endorsements:</b>	Marsh Public Sector Special Amendatory Clause		
<b>Continuity Date:</b>	6/1/2008		
<b>Deductible:</b>	\$	10,000	each Claim for All Losses, except:
	\$	10,000	each Claim, including costs and expenses, for Network Security & Privacy Liability and Media Liability Losses
	\$	10,000	each Claim for System Damage and Rectification Costs Losses
	\$	NIL	each Claim for Incident Response Costs Losses
	\$	NIL	each Claim for Claim Preparation Costs Losses
	\$	NIL	each Claim for Court Attendance Costs Losses
	\$	NIL	each Claim for Post Breach Remediation Costs Losses
<b>Policy Form:</b>	Cyber, Private Enterprise (CAN) v3.0		
<b>Insurer(s) and Proportion of Participations(s):</b>	CFC Underwriting Ltd. – 100%		
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of effective date January 0, 1900		
<b>Changes from Expiring Policy:</b>			

**Premium Summary**

<b>Total Annual Premium:</b> (Options Not Included)	<b>\$ 162,174</b> plus any applicable provincial sales tax
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**Municipal Options**

<b>Cyber Liability:</b>	\$2,000,000 Claim Limit \$10,000 Deductible Premium \$5,150 Policy Fee \$250
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**Acceptance of Municipal Insurance Program Proposal**

To: Marsh Canada Limited  
Public Sector Division  
120 Bremner Boulevard, Suite 800  
Toronto, Ontario Canada M5J 0A8  
Telephone: 416 868 2600

Policy Term (mm/dd/yy): June 1, 2021 to June 1, 2022

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of Corporation of the Municipality of Powassan

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print the name of the person signing above

Implementation of Limit of Liability:

In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.

*Marsh Role*

Marsh is serving as your broker in placing your insurance coverage(s) referenced above. Marsh may receive different forms of compensation that relate directly or indirectly to your placements. Since Marsh's compensation may vary depending on the insurance program that you choose, Marsh is providing you with information to help you evaluate potential conflicts of interest. Marsh may be compensated by commissions based on the sale of insurance. Commissions may vary depending on a number of factors, including the insurance purchased and the insurer selected. The commissions that Marsh or its affiliates may collect on the quotes Marsh obtained on your behalf are itemized below.

*Insurer Consulting Compensation*

Marsh receives separate compensation from insurers for providing consulting, data analytics or other services. The services are designed to improve the offerings available to our clients, assist insurers in identifying new opportunities, and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and by geography. This compensation can be paid in the form of a fixed fee, a percentage of premium, or a combination of both. It is in addition to and will not be credited against any fee payable to Marsh and will not be subject to any cap on commissions payable to Marsh.

*Corporate Compensation Other Information*

Marsh & McLennan Companies, Inc. and its subsidiaries have direct and indirect investments in insurance and reinsurance companies and have contractual arrangements with certain insurers and wholesale brokers. For further information regarding the matters discussed below, Marsh income disclosure statement, and premium finance, please visit <http://canada.marsh.com/AboutUs/AboutMarsh/articleType/ArticleView/articleId/4466/Disclosure.aspx>

*Facilities*

Marsh UK operates facilities with certain insurers that provide insurance capacity, including Quota Share arrangements and Placement Plus facilities. Marsh UK receives flat fee compensation from the insurers for the services it provides them in connection with the establishment and administration of these facilities. These fees are in addition to and not credited against any compensation payable to Marsh by a client. For a list of these facilities and insurers, see: <http://uk.marsh.com/AboutUs/LeadingtheWayinTransparency.aspx>



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**Council Meeting**  
**May 18 , 2021, at 7:00 pm**  
**Virtual**

**Present:** Peter McIsaac, Mayor  
Randy Hall, Deputy Mayor  
Dave Britton, Councillor  
Debbie Piekarski, Councillor  
Markus Wand, Councillor  
Dave Britton, Councillor  
**Staff:** Maureen Lang, CAO/Clerk-Treasurer  
Terry Lang, IT

**Presentations:** None

**Disclosure of Monetary Interest and General Nature Thereof:**  
**None**

- 
- 2021- 156** Moved by: D.Britton Seconded by: R. Hall  
That the agenda of the Regular Council meeting of May 18 , 2021 be approved as amended – 18.2 should read Legal – Section 239(2)(f) of the Municipal Act, and under 6(1)(f) of the Procedural By-law **Carried**
- 2021-157** Moved by: R. Hall Seconded by: M.Wand  
That the minutes of the Regular Council meeting of May 4, 2021, be adopted **Carried**
- 2021-158** Moved by: D. Piekarski Seconded by: M. Wand  
That the Municipal Emergency Control Group meeting of May 12, 2021 be received. **Carried**
- 2021-159** Moved by: D. Britton Seconded by: D. Piekarski  
That the May CAO Report from the District of Parry Sound Social Services Administration Board (DSSAB), be received. **Carried**
- 2021-160** Moved by: M. Wand Seconded by: R. Hall  
That the Almaguinn Community Economic Development (ACED) minutes of April 19, 2021, be received. **Carried**
- 2021-161** Moved by: R. Hall Seconded by: D. Piekarski  
That results of RFQ-01 prepared by Bill Cox, Fire Chief be received, and further that recommendation to accept the bid of Dependable Emergency Vehicles in the amount of \$167,014.00 including Hst, be approved. **Carried**
- 2021-162** Moved by: M. Wand Seconded by: R. Hall  
That By-law 2021-14, being a by-law to set tax ratios for municipal purposes for the year 2021,  
READ a FIRST and SECOND time the 4<sup>th</sup> day of May, 2021  
READ a THIRD and FINAL time and considered passed as such in open Council the 18<sup>th</sup>,

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	6-1

day of May, 2021

**Carried**

- 2021-163** Moved by: D. Britton Seconded by: R. Hall  
That By-law 2021-15, being a by-law to adopt the 2021 Municipal Budget,  
READ a FIRST and SECOND time and READ a THIRD and FINAL time and considered  
passed as such in open Council on May 18, 2021 **Carried**
- 2021-164** Moved by: M. Wand Seconded by: R. Hall  
That By-law 2021-16, being a by-law to provide for the adoption of tax rates and to  
further provide for the penalty and interest in default of payment thereof for 2021  
READ a FIRST and SECOND time and READ a THIRD and FINAL time and  
considered passed as such in open Council on May 18, 2021 **Carried**
- 2021-165** Moved by: D. Piekarski Seconded by: R. Hall  
That By-law 2021-17, being a by-law to adopt the water and wastewater budgets for 2021  
READ a FIRST and SECOND time and READ a THIRD time and considered passed as such  
in open Council on the 18<sup>th</sup> day of May, 2021 **Carried**
- 2021-166** Moved by: M. Wand Seconded by: R. Hall  
That By-law 2021-18, Being a By-law to adopt the water and wastewater rate and fee schedule  
for 2021;  
READ a FIRST and SECOND time and READ a THIRD and FINAL time and considered  
passed as such in open Council on May 18, 2021 **Carried**
- 2021-167** Moved by: D. Britton Seconded by: R. Hall  
That By-law 2021-19, being 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  
works of the Corporation of the Municipality of Powassan and to authorize the entering into of  
a rate offer letter agreement pursuant to which the municipality will issue debentures to OILC;  
READ a FIRST and SECOND time and READ a THIRD and FINAL time and considered  
passed as such in open Council on May 18, 2021 **Carried**
- 2021-168** Moved by: D. Britton Seconded by: M. Wand  
That By-law 2020-20, being a by-law to enact rules and regulations for the supply of potable  
water by the Municipality to its residents, including penalties for offences;  
READ a FIRST and SECOND time May 18, 2021;  
To be READ a THIRD and FINAL time and considered passed as such in open Council on  
June 1, 2021 **Carried**
- 2021-169** Moved by: D. Piekarski Seconded by: D. Britton  
That the draft job description for the position of Treasurer be received, and further that the  
position be posted and the description be evaluated for placement within the municipal pay  
structure, as amended as per HR changes. **Carried**
- 2021-170** Moved by: R. Hall Seconded by: D. Britton  
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 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.

**2021-171**

Moved by: R. Hall

Seconded by: D. Piekarski

**Carried**

WHEREAS education that is available to all students from pre-kindergarten through higher education is foundational to our democracy;

AND WHEREAS all of our students, including those in Northern Ontario, deserve access to colleges and universities that are close by and affordable;

AND WHEREAS Laurentian University and its affiliated Universities are long-established providers of excellent higher education to Northern Ontario students including to the Municipality of Powassan;

AND WHEREAS Laurentian is experiencing the elimination of programs, staff and service cuts as it is engaged in insolvency proceedings;

NOW THEREFORE BE IT RESOLVED that the Municipality of Powassan urges both the Provincial and Federal Governments to ensure Laurentian University emerges from its insolvency proceedings as a strong and healthy provider of higher education for the students of the Municipality of Powassan and for all of Northern Ontario;

AND FURTHER that the Municipality of Powassan urges the authorities to ensure the protection of the affiliated Universities and their programs and all other Laurentian programs aimed at meeting the needs of Northern Ontario's Francophone and Indigenous populations as well as needs specific to the North such as that provided by the school of Midwifery.

**Carried**

**2021-172**

Moved by: M. Wand

Seconded by: R. Hall

WHEREAS the month of June is recognized as Pride Month, in order to commemorate the Stonewall riots which occurred at the end of June 1969 in New York,

AND WHEREAS during Pride Month, the world's Lesbian, Gay, Bisexual, Trans, Intersex, Queer, Questioning, Two Spirit communities (LGBTQ2St) and Allies come together to celebrate diversity and protest for the freedom to be themselves: to overcome prejudice, for inclusive policies and laws: and for the right to be accepted for who they are;

AND WHEREAS although many strides have been made forward to educate peoples bias, there is still much work to be done in correcting adversity towards the LGBTQ2St communities.

BE IT RESOLVED THAT the Council of Corporation of the Municipality of Powassan does hereby proclaim June 2021 as Pride Month and encourages residents to commit to continuing Awareness, inclusion, and acceptance for all members of our community regardless of gender identity, race, age and beliefs.

**Carried**

**2021-173**

Moved by: D. Piekarski

Seconded by: R. Hall

That audit report dated May 11, 2021 from SAI Global for Ontario Clean Water Agency for the Municipality of Powassan, be received.

RECORDED VOTE – REQUESTED BY: Councillor Britton  
Councillor Britton      YEA

Councillor Wand      YEA  
Councillor Hall      YEA  
Councillor Piekarski      YEA  
Mayor McIsaac      YEA

**Carried**

**2021-174**

Moved by: M. Wand

Seconded by: D. Britton

WHEREAS: Community Living is committed to recognizing the abilities and rights of people who have an intellectual disability; and Community Living is an organization of people committed to advocating for a supporting people with an intellectual disability;  
And WHEREAS Community Living sees our community as having the capacity and potential to welcome and support people who have an intellectual disability into a rich network of resources and opportunities; and Community Living provides support services to individuals with an intellectual disability and their families;  
And WHEREAS Community Living Awareness Month is designated to foster a community where everyone belongs and has support within their community to achieve a better life;  
Therefore I, Peter McIsaac, Mayor of the Municipality of Powassan, do hereby proclaim May Community Living Month, in the Municipality of Powassan and encourage the great people of Powassan to foster community stewardship that is inclusive, accessible and creates a sense of belonging for all citizens.

**Carried**

**2021-175**

Moved by: D. Piekarski

Seconded by: R. Hall

That correspondence dated May 7, 2021 from the Ministry for Seniors and Accessibility, be received.

**Carried**

**2021-176**

Moved by: D. Piekarski

Seconded by: D. Britton

That the accounts payable listing reports dated May 4<sup>th</sup> and 12<sup>th</sup>, 2021 in the total amount of \$268,978.10 be approved for payment.

**Carried**

**2021-177**

Moved by: M. Wand

Seconded by: D. Piekarski

That Council now adjourns to closed session at 8:35 pm to discuss:

18.1 Adoption of Closed Session minutes of April 20, 2021

18.2 Legal - Section 239(2)(f) of the Municipal Act and under 6(1)(f) of the Procedural Bylaw- -Matters regarding an identifiable individual

18.3 Identifiable Individuals – Section 239(2)(b) of the Municipal Act and under 6(1)(b) of the Procedural By-law-matters regarding an identifiable individual

**Carried**

**2021-178**

Moved by: D. Britton

Seconded by: D. Piekarski

That Council now reconvenes to regular session at 9:08pm

**Carried**

**2021-179**

Moved by: D. Britton

Seconded by: M. Wand

That Council now adjourns at 9:08 pm.

**Carried**

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Mayor

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CAO/Clerk-Treasurer



**TROUT CREEK COMMUNITY CENTRE BOARD MEETING  
MAY 12, 2021  
@ 7:00PM  
ELECTRONIC ZOOM MEETING**

**1. Call to Order**

Motion 2021-01

Moved By: Ted Hummel

Seconded By: Elva Taggart

That the meeting be called to order at 7:08 p.m.

**PRESENT:**

Brian Eckensviller  
Karen Chadbourn  
Tyson Hummel  
Ted Hummel  
Peter McIsaac-Mayor  
Randy Hall-Councillor  
Elva Taggart  
Jeff Eckensviller-Chair

**Absent with regrets:**

Trina Hummel-Co Chair  
Dale Jardine-Arena Manager  
Terri-Anne Fricker-Bar/Food Coordinator  
Jeff Conrad

**Staff:**

Norma Conrad-Recording Secretary

**Guest(s)**

None

**2. Disclosure of pecuniary interest and general thereof:**

None

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	7-1

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

Motion 2021-02

Moved By: Karen Chadbourn

Seconded By: Brian Eckensviller

That the agenda is approved

### **4. Presentation(s)**

None

### **5. Approval of Minutes**

Motion 2021-03

Moved By: Karen Chadbourn

Seconded By: Ted Hummel

That the minutes of the previous meeting of December 9, 2020 be adopted.

### **6. Manager's Report**

Arena Manager Dale Jardine was absent from this meeting

### **7. Bar/Food/Events Coordinator**

Our Bar/Food/Events Coordinator Terri-Anne Fricker was absent for this meeting

### **8. Member's Report:**

Board member Ted Hummel asked the question why is the Trout Creek Community Centre Board being charged mileage from the Sportsplex arena manager to travel down here to the Trout Creek Arena. Mayor Peter McIsaac answered his question.

### **9. Review Action Items**

None

### **10. Business/Correspondence**

#### **10.1) Verbal Interim Management**

Mayor Peter McIsaac gave a brief discussion to the members updating them that Mike Heasman will be covering for Arena Manager Dale Jardine until he returns. He mentioned that Mike will cover the day to day business, Ice rentals etc. He also mentioned that we have received a Summer works Project fund. Which the Municipality will hire some students to help out at the Trout Creek Community Centre for painting and other jobs. This work will be done before the Arena opens back up, hopefully in the fall.

#### **10.2) Verbal Current Capital budget**

Councillor Randy Hall and Chair Jeff Eckensviller had a brief discussion with the members updating them on a current capital project for the Trout Creek Community Centre. They advised there is \$50,000 in the Boards municipal budget for this year, which will be put towards upgrades at the arena for accessibility, fix the flooring, and adding railing at the downstairs lobby entrance, a tender should be put out shortly, also time slots will be made available for contractors to come and view in order to make their quote.

#### **Motion 2021-04**

**Moved By:** Brian Eckensviller

**Seconded By:** Randy Hall

That Jeff Eckensviller will coordinate with Codey Munshaw to procure a flooring and railing upgrade at the front entry.

#### **10.3) Verbal Board Funding Announcement**

Councillor Randy Hall advised the Board that Deputy Clerk Kim Bester filled out a grant application last year in 2020 in hopes to help with the accessibility upgrades at the Trout Creek Community Centre if chosen. We were advised (officially) of the success of our application as follows:

#### **MEMORANDUM**

**TO:** Trout Creek Community Centre Board  
**FROM:** K. Bester, Deputy Clerk  
**DATE:** May 7, 2021  
**RE:** COMMUNITY, CULTURE AND RECREATION 2019 FUNDING

In the late Fall of 2020 I was asked to complete a funding application under the above noted program, for the Trout Creek Community Centre. One of the major focuses of the program was accessibility and creating a community that provided accessible options to all members within it.

We were advised (officially) of the success of our application a short while ago and I've been asked to provide an overview of the items that the funding will cover:

- Construction of an accessible ramp (built to current AOD and Ontario Building Code) to provide access to the upstairs hall. This will include hands free doors both at the entrance to ramp from outside, and at the entrance to the hall, at the end of the ramp, along with railings and appropriate flooring – at a budget of \$150,000.00 (which will include design and construction).
- Installation of up to three (3) accessible / inclusive playground pieces in the Trout Creek playground. Specific items could include – a Revolutionary Spinner (similar to a traditional merry go round spinner except that it provides the option to sit or stand, so someone in a wheelchair could potentially use), a Generation Swing (which allows an adult or caregiver to swing with their child on a 2 seated swing) and an Inclusive Seat (which is designed for children and adults who have restricted upper or lower body mobility – it has a high back, and a harness). The accessible playground equipment budget was \$8,592.98.
- Purchase of up to four (4) sets of accessible, movable bleachers (there are spaces that are level at grade, barrier free and are designed for use by someone in a wheelchair). The budget for this was \$20,877.88.



The total funding applied for then was \$188,444.40 (which included a contingency amount of nearly \$9,000.00). The Feds and Province are responsible for 73.33 % of the funding (\$138,186.28) and the municipality is responsible for the remaining 26.67% - \$50,258.12.

We have two years to complete this project and have advised that we will follow the following timeline:

Events Forecasted Date

First Design/Engineering Contract Signed / to be Signed 1 01/01/2022

First Construction Contract to be Signed 1 05/01/2022

Start Date of Construction 06/01/2022

End Date of Construction<sup>2</sup> 11/30/2022

Date of next communication opportunity (If applicable)<sup>3</sup>

Ground-Breaking: 06/01/2022

Ribbon cutting / Grand Opening: 11/30/2022

#### 10.4) Verbal Update Agreement with Agriculture Board

Councillor Randy Hall advised the members that the Trout Creek Agriculture Society agreement has not been updated in along time, as of January 1, 2021 it will be twenty years. He advised that he wants to setup a meeting date with the Trout Creek Agriculture Board, Council, and the Trout Creek Community Centre. In order to go over the Trout Creek Agricultural Society agreement and bring the agreement document update. Elva Taggart will approach the Agricultural Society Board and discuss this matter with them, and update the Board at the next meeting in June. A motion was then passed.

#### Motion 2021-05

Moved By: Tyson Hummel

Seconded By: Karen Chadbourn

That the Trout Creek Community Centre Board will take it to council to request a meeting regarding an update to the Trout Creek Agricultural Board Agreement

#### 10.5) Verbal Discussion New Committee

Councillor Randy Hall gave a brief discussion to the members informing them on wanting to create a new committee. He hopes that this new committee will find ways of achieving such things as cost savings and increased revenues by development of a business plan for each venue (arena) with marketing strategies as well. Councillor Randy mentioned that he will be bringing this matter up also at a Council meeting very shortly.

**10.6) Review Signage Board Rentals over ice surface 2021**

A brief discussion was had amongst the members with regards to the sign rentals boards over the ice surface. In deciding to increase the sign rental fee or not to. They decided to leave the signage rental fee the same cost as last year do to the economical hard times of Covid-19.

A motion was then passed.

**Motion 2021-06**

Moved By: Tyson Hummel

Seconded By: Karen Chadbourn

The Trout Creek Community Centre Board recommends payment for rental signage for the 2021/2022 year remain its current fee.

**10.7 Review Nipissing Kennel Club Dog Show Contract for 2021**

The members asked to defer this matter to the next meeting in June.

**11. Addendum**

None

**12. Accounts Payable**

**Motion 2021-07**

Moved By: Elva Taggart

Seconded By: Ted Hummel

That the accounts payable listings in the total amount of \$19, 652.86 (from December 30 to May 12, 2021) be approved for payment.

**13. Notice of Meeting**

**Motion 2021-08**

Moved By: Tyson Hummel

Seconded By: Randy Hall

That the next meeting be scheduled for June 9, 2021 at 7:00pm

(By Zoom online or in person depending on Covid-19 restrictions)

**14. Closed Session**

None

**15. Adjournment**

**Motion 2021- 09**

Moved By: Karen Chadbourn

Seconded By: Ted Hummel

That the Committee adjourned at 8:34pm

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x-Chair

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x-Recording Secretary

THE CORPORATION OF THE

# MUNICIPALITY OF POWASSAN

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## MEMO

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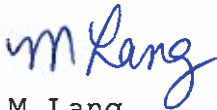
**TO:** COUNCIL  
**FROM:** MAUREEN LANG, CAO/CLERK-TREASURER  
**SUBJECT:** TAX SALE REGISTRATIONS  
**DATE:** MAY 27, 2021

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We have started the process of Tax Sale registrations for 15 properties.

Please see the attached document that outlines the procedures for a tax sale. The cost of the tax sale process is put on the tax roll and collected when the tax sale is completed. All outstanding taxes, penalties and the tax sale fees will be the minimum bid amount.

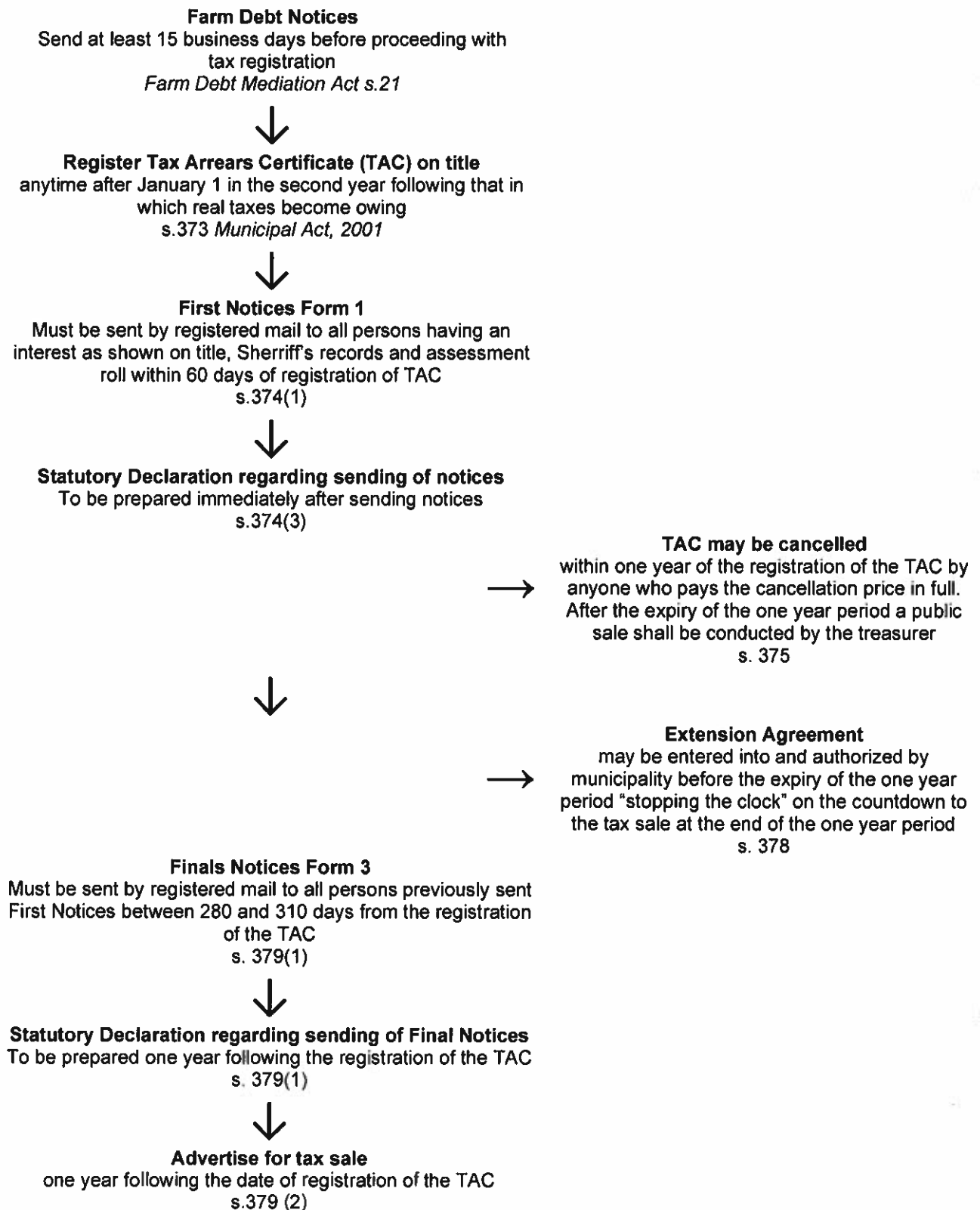
If you have any questions, please contact me.



M.Lang

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	9-1

## TAX REGISTRATION - STANDARD PROCEDURES



Note: all legislation sections refer to the *Municipal Act, 2001* as amended, except for the *Farm Debt Mediation Act* where noted.

## **TAX REGISTRATION - EXPEDITED PROCEDURES FOR CANCELLED CORPORATIONS**

**Register Tax Arrears Certificate (TAC) on title  
anytime after there are taxes owing on  
Cancelled Corporations  
s.373.1 *Municipal Act, 2001***



**First Notices Form 1**  
Must be sent by registered mail within **30** days of registration  
of TAC to Minister of Infrastructure and all persons having an  
interest in the property as shown on title, Sherriff's records,  
corporate search and assessment roll  
s.374(1)



**Statutory Declaration regarding sending of notices**  
To be prepared immediately after sending notices  
s.374(3)



**TAC may be cancelled**  
within 90 days of the registration of the TAC by  
anyone who pays the cancellation price in full.  
After the expiry of the 90 day period a public  
sale shall be conducted by the treasurer  
s. 375(1.1)



**Advertise for tax sale**  
90 days following the date of registration of the TAC (If  
cancellation price has not been paid or there is no subsisting  
extension agreement.)  
s.379 (2.0.1)



**Extension Agreement**  
may be entered into and authorized by  
municipality before the expiry of the 90 day  
period "stopping the clock" on the countdown to  
the tax sale at the end of the 90 day period.  
Consent must be obtained from the Minister of  
Infrastructure.  
s. 378(1.1)(1.2)

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Note: all legislation sections refer to the *Municipal Act, 2001* as amended, except for the *Farm Debt Mediation Act* where noted.



## FEE SCHEDULE 2021

(HST must be added on the fees shown below)

<b>ENGAGE PROFESSIONAL SERVICES</b>		<b>\$400</b>
<i>Plus</i> Notices under the <i>Farm Debt Mediation Act</i>		
Engage professional services, advice and communications. Set up file and mirror file. Enter data. Initialize system for tracking documents and statutory deadlines.		
<b>TAX REGISTRATION - PART 1</b>		<b>\$385</b>
<i>Plus</i> Print Parcel Register, conduct execution searches		
Obtain and analyze title search and execution search; prepare report on searches, list of interested parties, tax arrears certificate and file folder.		
<b>TAX REGISTRATION - PART 2</b>		<b>\$185</b>
<i>Plus</i> Update searches, conduct corporate search if necessary, print First Notices, mail if necessary		
Register tax arrears certificate. Register cancellation certificate, tax deed, or notice of vesting when required. Update title search, prepare first notices, prepare treasurer's statutory declaration		
<b>TAX REGISTRATION - PART 3 FINAL NOTICES</b>		<b>\$185</b>
<i>Plus</i> Update searches, print Final Notices, mail if necessary (Part 3 does not apply if a property is owned by a Corporation that has been cancelled)		
<b>Tax Sale</b>		<b>\$875</b>
<i>Plus</i> Update title search, execution search and corporate search when necessary, Prepare and mail Form 5 if necessary		
Treasurer's statutory declaration, advertisement, tender packages, tender opening checklist, notices to higher and lower tenderer, tender rejection form, payment into court requisition and statement of facts (if needed). Fee for tax sale does not include cost of advertisements, auctioneer's fees nor the cost of a survey, if needed.		
<b>Advertise on <u>OntarioTaxSales.ca</u></b> <i>This fee is fully recoverable, even if properties don't sell</i>		<b>\$475</b>
<b>Attend tender opening or auction</b> (Optional)		Please contact us for fees
<b>Payment Out Of Court</b> (Optional and only for files registered prior to January 1st, 2018 due to legislative change)		<b>\$1,135</b>
<b>FEES FOR SEARCHES AND NOTICES</b>		
Notices under the <i>Farm Debt Mediation Act</i>	per notice	\$50
First Notices, Final Notices, Form 5, Form 10	per notice	\$20
Notices outside of Canada	per notice	\$60
Print Parcel Register	per PIN	\$45
Execution searches	per name	\$20
Copies of executions	per writ	\$20
Corporate searches, if needed	per corporation	\$50
Send Tax Deed or Notice of Vesting to Ministry		\$50

\*Additional fees may apply for complex title searches

May 28, 2021

BY REGISTERED MAIL

Roll No.  
MunicipalAddress

Property Owner(s)

Dear Property Owner(s):

**FINAL WARNING PRIOR TO COMMENCEMENT OF TAX SALE PROCEDURES**

On numerous occasions we have advised you that your property tax account is seriously in arrears. To date, this account is still in arrears.

Please be advised that on *(enter date about 2 weeks in future)*, the following actions will be taken:

1. Your account will be turned over to an outside company. That company will commence tax sale procedures, pursuant to Part XI of the *Municipal Act, 2001*. Those procedures may eventually result in your property being sold by *(enter the name of your municipality)* to recover the unpaid property taxes.
2. On the above date the company's initial fee of \$400.00, plus HST, will be added on to your tax account.
3. As tax sale procedures continue, more fees will be added on to your account. Those fees will likely be in excess of \$1,000.00.
4. If there are any mortgages registered against your property, the mortgage holder(s) will be notified of the tax sale procedures.

To avoid these actions this account must be brought into good standing before *(enter date about 2 weeks in future)*.

According to our records, the tax arrears on your property total \$\_\_\_\_\_ as of \_\_\_\_\_ 2009. To make payment arrangements, please contact the undersigned immediately.

Yours truly,

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**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**BY-LAW NO. 2021-20**

**BEING A BY-LAW TO ENACT RULES AND REGULATIONS FOR THE SUPPLY OF  
POTABLE WATER BY THE MUNICIPALITY TO ITS RESIDENTS, INCLUDING  
PENALTIES FOR OFFENCES**

**WHEREAS** The Municipality of Powassan is a municipality in the Province of Ontario and the *Municipal Act, 2001* authorizes a municipality to operate a water system as a public utility for the purpose of supplying and distributing water to residents, industrial and commercial users, for fire protection, and to all other Owners in The Municipality of Powassan;

**AND WHEREAS** The Municipality will collect water consumption information from all metered accounts for water billing purposes, thru a mobile radio frequency reading system, as part of a Universal Water Metering Strategy;

**AND WHEREAS** Part 7 (Plumbing) of the *Ontario Building Code*, O. Reg. 350/06, as amended, requires every municipality to regulate the connection of individual water services to a municipal potable water works;

**AND WHEREAS** The Municipality deems it necessary to confirm the mandatory use and installation of water meters in the Municipality that are connected to the municipal water service;

**AND WHEREAS** section 80.(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may, at reasonable times, enter on land to which it supplies a public utility, to inspect, install, repair, replace or alter a public utility meter;

**AND WHEREAS** section 80. (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that if either an Owner discontinues the use of a public utility on land or a municipality lawfully decides to cease supplying the public utility to land, the municipality may enter on the land, to shut off the supply of the public utility, or to remove any property of the municipality, or to determine whether the public utility has been or is being unlawfully used;

**AND WHEREAS** The Municipality passed a By-Law for the installation and access to water meters and related appurtenances, including penalties for offences as part of the Universal Water Metering Strategy;

**AND WHEREAS** sections 9, 10, and 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws imposing fees or charges for services or activities provided or done by the municipality;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Powassan, in the Province of Ontario, enacts as follows:

- 1) That by-law 2015-13 be rescinded
- 2) That the Policy provisions attached hereto are hereby approved
- 3) That the Rates and Fees are passed by separate bylaw.
- 4) That this by-law shall come into effect upon its adoption.

Considered read a FIRST and SECOND time May 18, 2021  
Read a THIRD and final time and adopted June 1, 2021

Peter McIsaac, Mayor

Maureen Lang, CAO/Clerk-Treasurer

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	10-1



## 1 DEFINITIONS

In this By-law:

**"Building"** means a structure supplied with potable water by the Municipality;

**"Council"** shall mean the Council of the Corporation of the Municipality of Powassan;

**"Consumer"** shall mean the owner or occupant of property which is serviced by, connected to, and takes water from the Municipality's water works;

**"Contractor"** shall mean a person, partnership, or corporation who or which has been retained to undertake the execution of work commissioned by the Municipality to install and/or maintain water meters and other appurtenances.

**"Municipality"** means The Corporation of the Municipality of Powassan.

**"Curb Stop"** shall mean the on/off valve on the Municipality's water service pipe located on or about the boundary line between private property and the municipal road allowance;

**"Equipment"** means all equipment such as transmitter, AMR equipment, and any good required for the Universal Metering Program.

**"Duplex"** shall mean a residential building containing two separate living units with each served by an individual water service connection from the Municipality's water works;

**"Inspector"** means the Chief Building Official or Building Inspector of the Municipality and may also include the Public Works Engineer or Foreman and a By-Law Enforcement Officer;

**"Main shut-off valve"** means the first isolation located on the plumbing system just within a premises and be equivalent to the definition provided for a "Building Control and Shut-off Valve" as described in Section 7.6.1.3. of the 2006 Ontario Code and Guide for Plumbing.

**"Meter"** means the water meter, metering equipment, register and radio frequency transmitter unit installed and owned by the Municipality to measure the quantity of water used by an owner;

**"Meter pit"** means any exterior chamber or pit approved by the Municipality for the purpose of containing a water meter and related appurtenances;

**"Multi-family residential"** means a single building containing two or more single family units, including apartment buildings, which is serviced by, connected to, and takes water from the Municipality's water works;

**"Owner"** shall include any consumer, occupant, person or of any firm or Municipality who is the registered owner of the property under consideration or any agent thereof, a person entitled to a limited estate in land, a trustee in whom land is vested, a committee of the estate of a mentally incompetent person, an executor, an administrator and a guardian of the said property which is serviced by, connected to, and takes water from the Municipality's water works;

**"Person"** means an individual, body corporate, partnership and any other group or association of individuals carrying on business or operating under a name other than those of the individual comprising such group or association;

**"Potable water"** means water that is fit for human consumption;

**"Premises"** means the property being supplied or to be supplied with water;

**“Private water service”** means the pipes and fixtures used for the purpose of supplying any building with water from the Municipality’s water works that is located between the street line in front of or abutting the premises so supplied and the building on the abutting premises;

**“Service pipe”** means the pipe connecting a water main to a building or structure not owned by the Municipality;

**“Single family residential”** means any detached, semi-detached or row housing that is serviced by a single water service connection servicing each premise unit.

**“Water main”** shall mean the pipe used to distribute water and owned by the Municipality, which generally located on or about a road allowance or municipal easement;

**“Water service connection”** means the pipes and fixtures used for the purpose of supplying any premises with water from the Municipality’s water works that is located between the Municipality’s water main in the street and the street property line abutting the premises so supplied.

## **2 GENERAL PROVISIONS**

- 2.1. Only one (1) meter shall be on a service pipe leading to any premise.
- 2.2. No two (2) separate premises shall be supplied from one (1) service. Each separate premise shall be supplied by each service pipe except for duplex, apartment or double house.
- 2.3. One (1) meter shall be placed in each single family residential, multi-family residential, commercial, industrial and institutional private water service that has a single connection to the Municipality’s water works and the plumbing shall be so arranged that all water used on such premises shall pass through such meter and the owner shall be held liable for water charges.
- 2.4. All Owners must be metered and meters installed prior to building occupancy.
- 2.5. All meters and related appurtenances supplied shall conform to the specifications of the Municipality and installed by Municipality’s authorized agent.
- 2.6. Meter location once installed by the Municipality shall not be changed by any person except with Municipality’s consent.
- 2.7. All water passing through a meter will be charged to the owner, whether used or wasted.
- 2.8. All existing and new residential, institutional, commercial and industrial water users connected to or would like to connect to the municipal waterworks system are required to install a meter for the measuring of the quantity of water used. The Municipality may refuse or discontinue supply other than by a metered service.
- 2.9. All new dwelling and businesses shall be supplied with a meter, installed and managed by the Municipality. Applicant shall ensure the new building/dwelling/property plumbing system is ready for meter installation by incorporating a “spool piece” in the absence of a meter. After the building passes inspection and prior to occupancy, the owner shall inform the Municipality in writing, in order to replace the “spool piece” with a meter.
- 2.10. The Municipality shall determine and specify the type, size and arrangement of meters.
- 2.11. Unmetered consumed water during construction phase of a building may be charged thru “construction water charge” of the owner’s account.

## **3 OWNERSHIP OF FACILITIES AND EQUIPMENT**

- 3.1. All meters shall be owned, supplied and maintained by the Municipality unless otherwise provided in this bylaw.
- 3.2. All meters and related appurtenances remain the property of the Municipality even following installation within a premise.

## **4 MUNICIPALITY'S RESPONSIBILITY**

- 4.1. The Municipality does not guarantee the continuous uninterrupted supply of any utility and is not liable for the stoppage of, or any damage by, water from any cause over which the Municipality has no control.
- 4.2. The Municipality reserves the right at any time without notice to shut off water supply whenever required for the maintenance or operation of the utility.
- 4.3. The Municipality reserves the right to remove the meters when necessary and replaced with another meter, if the Municipality may see fit to the conditions of the service installation. Such change shall be made in accordance with current regulations.
- 4.4. The Municipality will not supply, install, inspect or read private meters, nor will the Municipality bill consumption on private meters.

## **5 OWNER'S RESPONSIBILITY**

- 5.1. The Owner shall maintain the meters in a dry and warm location, including providing adequate heat in the premises to prevent frost or other damage to the meter supplied hereunder.
- 5.2. The Owner shall ensure and provide convenient, safe, adequate, accessible location for the meters and its' reading devices, for inspection, repair and maintenance.
- 5.3. The Owner shall provide convenient and safe space, free of charge or rent, for the Municipality's meter, pipes and other appurtenances on their premises, and further agrees that no one who is not an employee or agent of the Municipality or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with any of the Municipality's said equipment.
- 5.4. The Owner shall not remove meters from service without three (3) business days written notice from the Municipality except in case of emergency. The owners shall be responsible, once the meter is removed.
- 5.5. The Owner shall maintain the inlet valve and remote read-out of the meter, including ensuring that all valves and its accessories are accessible by maintenance.
- 5.6. The Owner shall be responsible for the repairs necessary for the service pipes and/or valves of the meters which cannot be safely removed without fear of damage to the water service pipes and/or valves.

## **6. WATER SERVICE APPLICATION AND LIMITATION**

### **Application for Water Service**

- 6.1 All applications for laying service pipes shall be made in writing to the Municipality.
- 6.2 Every person who discontinues the use of water supplied by the Municipality from a water main for any purpose shall continue to be liable for the rates and charges billed therefore until such time as notice in writing of such discontinuance shall have been given to the Municipality.
- 6.3 The charges payable by the Owner to the Municipality for installation of water service shall be paid in advance in such amounts as are established and amended from time to time by the Council and as shown in the current year's Rates and Fees By-Law. Additional charges will be payable by the Owner to the Municipality for:
  - 6.3.1 Repair of asphalt, concrete, macadam and grass areas, or any other appurtenances affected by the installation work;
  - 6.3.2 Rock or frost excavation;
  - 6.3.3 Temporary maintenance of repair; and,
  - 6.3.4 Installation below a depth of seven (7) feet.

- 6.4 Where Rates and Fees By-Law does not fix an installation charge expressly directed at the type or manner of service applied for, the applicant shall deposit with the Municipality a sum equal to the estimated cost of providing such service, as calculated by the Municipality, and if the actual cost exceeds such estimate, the applicant shall pay the balance before the water is turned on.
- 6.5 Any new or subsequent water meter re-connection shall require payment to the Municipality, payment of an application fee and signing of a contract for service.
- 6.6 The installation of the water service will not be scheduled and/or commence until the application and payment have been made.
- 6.7 Any Owner shall pay to the Municipality, water meter disconnection charges for discontinuing water use.

#### **Limitations on Application**

- 6.8 The Municipality has the absolute discretion to reject any application for water service which is contrary to the by-law or other applicable law.
- 6.9 Any special direction by an owner as to the location of the service pipe may be followed if such direction does not interfere with the requirements of this by-law and is approved by the Municipality.

### **7 SERVICE CONDITIONS**

- 7.1 The Municipality shall not be obligated to provide utility services until access has been provided to the premises to enable the Municipality to install or obtain an initial meter reading for each utility service which is metered.
- 7.2 The Municipality shall not be obligated to provide utility services if access to install or obtain an initial meter reading has not been provided.
- 7.3 An applicant may not be entitled to receive utility services if the applicant is indebted or has an outstanding account to the Municipality, until satisfactory arrangements have been made with the Municipality.

### **8 CONSTRUCTION OF SERVICES**

#### **Extent of Work**

- 8.1. No person, other than a person having a contract with the Municipality for such work, shall do any work on the municipal water system.
- 8.2. Only the Municipality shall tap the water main or supply and install the "main stop" service piping from the water main to the street line or curb stop.
- 8.3. No person shall connect a water service pipe to a water main unless such pipe is laid and equipped in accordance with the provisions of this by-law and the Plumbing Code.
- 8.4. No work shall be done by the Municipality upon any land or premises taking municipal water services except necessary for placing, repairing, removing or protecting meters.
- 8.5. The Municipality may supervise or inspect any or all work to be done beyond the property line of the road allowance or municipal easement which relates to watering service.
- 8.6. The expense of installing service pipes and fixtures for the distribution and use of water through lands and buildings shall be borne by the owners thereof.

#### **Size and Location of Services**

- 8.7. No person shall install a water service pipe to any building or land except in compliance with the Plumbing Code and this By-law except with the prior written approval by the Municipality or a design by a Professional Engineer.
- 8.8. Every person installing a water service pipe shall do the installation by way of type K soft copper pipe or polyethylene from the water main to the property line, in a trench excavated and backfilled by the Municipality or its authorized agent.

- 8.9. The diameter of the service pipe to be used in all service connections, other than connections to single detached, semi-detached, or duplex homes, shall be as determined by the Municipality, at its discretion.
- 8.10. Every person laying service pipes upon premises to which water service is supplied shall ensure that such pipes are laid at a depth of not less than six feet six inches (6'6") below the level of the surrounding ground and shall be properly protected against settlement.
- 8.11. Every person connecting water services into the building shall ensure that:
- 8.11.1 All water services are carried into the building by water pipes of the same size and weight as those laid by the Municipality;
  - 8.11.2 Each building shall and every separate unit may have a separate service pipe with stop and drain placed immediately inside the building, well secured from frost; and
  - 8.11.3 All water service connections inside any building are wiped, jointed and graded to a stop and drain so that water shall drain when the service is closed;
- 8.12. Every owner shall keep service pipes on their property in good repair and free from frost at their own risk and expense.
- 8.13. Every owner shall promptly repair any leaks in service pipes on their property.
- 8.14. The Municipality may shut off water service where an owner fails to promptly make necessary repairs on private property, after reasonable notice.

#### **Variations**

- 8.15. Any variation from the requirements of this by-law approved by the Municipality relating to the installation and construction of a water service shall be done at the applicant's expense.

#### **Material Specifications**

- 8.16. Every plumber's work in any building supplied with water by the Municipality shall be subject to the approval of the Inspector of the Municipality.

#### **Cross Connections**

- 8.17. Where a private water system is continued in service after the installation of municipal water service, no person shall construct, attach or otherwise connect a cross connection between the private water system and the municipal service.
- 8.18. No person shall construct, attach or otherwise connect a cross connection of any kind to the municipal service without the express written consent of the Municipality.
- 8.19. Every person who wishes to undertake work on a private water system which may in any way affect the Water Works Systems of the Municipality, shall notify the Municipality, in writing, prior to undertaking such work.

### **9 OPERATION OF SERVICES**

#### **Curb Stops**

- 9.1 No unauthorized person shall:
- 9.1.1 turn OFF or ON any curb stop, or service pipe;
  - 9.1.2 make any connection with a water main;
  - 9.1.3 interfere with any meter or any service pipe leading to such meter whether inside or outside of the building;
  - 9.1.4 interfere with a water service in, on or under any street; or
  - 9.1.5 Alter any curb stop.
- 9.2 Every person who vacates any premises supplied with water from the municipal water system, or wishes to discontinue water services, shall give notice thereof to the Municipality, and be responsible for water rates until such notice is given.

- 9.3 The Municipality shall not turn water on again until notified of the name of the person responsible for water rates and all rates or charges in arrears have been paid.

#### **Frozen Services**

- 9.4 In the event that a water service becomes frozen, the Municipality will determine which section of the service is frozen and, where the water is frozen on the municipal side of the curb stop at the property line the Municipality will thaw the service.

Residents that are authorized and required to leave their water running due to possible freezing or chlorine residual requirements shall be adjusted for billing purposes as follows:

- 9.4.1 Once summer usage history of the previous year has been determined, those residents running water to prevent freezing or chlorine residual requirements will be charged the average of their summer months usage for the period they were requested in writing to run water steadily.
- 9.4.2 Homeowners are encouraged to remedy freezing of line problems on their property to eliminate the need for water to keep running in the future.

#### **Renewal Services**

- 9.5 Where an existing galvanized or lead pipe service requires renewal because of low volume or poor pressure caused by defective pipe, the Municipality shall renew the service within the street allowance only after the owner has replaced the portion thereof on the owner's property.

#### **Restricted Uses**

- 9.6 The Municipality may suspend the use of water whenever public exigency may require.
- 9.7 The Municipality may regulate the use of water by way of notice published in a newspaper having general circulation within boundaries of the Municipality at least three (3) times, which will be deemed effective notice to all owners of premises to which such water is supplied.
- 9.8 No person shall install any air conditioning equipment which requires the use of water without first acquiring a plumbing permit pursuant to the Plumbing Code.

#### **Municipal Fire Hydrants**

- 9.9 No unauthorized person shall open, close, tamper with, use or interfere with any hydrant, valve, chamber, and service pipe or hydrant chamber, owned by the Municipality.

### **10 ADMINISTRATION**

- 10.1 This by-law shall not apply to authorized employees of the Municipality acting in the ordinary course of their employment.
- 10.2 In the event of violation of any of the provisions of this by-law, a Municipality may shut off or restrict the supply of water to any lands or premises and the supply of water shall not be turned on again or restored to normal until all rates and charges have been paid.
- 10.3 The Municipality and any person authorized by them may enter upon any premises in or upon which a meter has been installed for the purpose of reading, repairing or removing same between the hours of 8:00 a.m. and 6:00 p.m. on any day except Saturday and Sunday.

### **11 ACCESS TO OWNERS PREMISES**

- 11.1 Subject to compliance with Section 435 of the Municipal Act, c.25, any person authorized by the Municipality for the purpose of inquiring into the compliance with the provisions of this By-Law shall have reasonable access to the premises at all reasonable times. Upon reasonable notice given and request made to the owner and lands to which

municipal water is supplied, no person occupying or in charge or apparently in charge of such buildings or other premises or lands shall refuse access to such authorized person.

- 11.2 The Municipality reserves the right to access an Owner's premises during reasonable hours for the purpose of installation, inspection, repair, maintenance, etc., of water meters.
- 11.3 If the owner denies access to the property to do meter work, water supply can be shut off.
- 11.4 Before restricting/shutting off water supply, the Municipality shall give due notice to Owners, informing them of the dates upon which the Municipality intends to restrict/shut off water supply if access to the premises is not obtained.
- 11.5 If unable to get access within fourteen (14) days after the notice served, the Municipality reserves the right to restrict/shut off water supply.
- 11.6 If the Municipality has restricted/shut off the water supply, the Municipality must restore the water supply as soon as possible after obtaining access to the property.

## **12 WATER METER INSTALLATION**

- 12.1 All water supplied by the Municipality through water service connection shall pass through a meter supplied by the Municipality for use upon such premises. The water rate charged shall be that fixed from time to time by the Municipality and as shown in the Water and Wastewater Rates and Fees by-law.
- 12.2 All meters and related appurtenances shall be supplied and installed by persons authorized by the Municipality for that purpose, including by an approved contractor.
- 12.3 The Municipality's cost of supplying, relocating and installing meters and related appurtenances shall be recovered as follows:
  - 12.3.1. There is no direct charge for the meter or the meter installation to the owners that participate in the Universal Water Metering Program. The cost of the meters and meter installation will be recovered, over time, through the water rates. The initial installation cost of the Meters (2012) was covered by reserves.
  - 12.3.2. For new premises to be metered which were not part of the Universal Water Metering Program, the cost of the meters and meter installation will be paid for by the Owner as per the rates listed in the Water and Wastewater Rates and Fees by-law.
  - 12.3.3. If the meter is mechanically defective, the cost of repairs shall be paid by the Municipality, but if the meter is damaged by the carelessness or neglect of any person other than an employee or agent of the Municipality, the owner shall pay to the Municipality the cost of making the necessary repair to such meter.
  - 12.3.4. All sums charged for expenses incurred for the repair of meters, fixtures and all other appurtenances connected to the water service or for damage to same, as per Section 12.3.2, shall be charged to the owner. If these charges remain unpaid they shall be collected in the same manner as municipal taxes.
- 12.4 Every meter shall be placed in such location as the persons authorized by the Municipality shall direct. If possible, the meters shall be installed in the basement of residential buildings, and shall be located immediately after the main shut-off valve on the owner's plumbing system, so as to ensure that all water supplied to the building passes through the meter. In the event that a building has no basement, the meters shall be installed in another location in the building or in a meter pit as authorized by the Municipality.
- 12.5 Where a meter cannot conveniently be placed inside a building, it shall be placed in a meter pit, the location and construction of which shall be discussed with the owner and shall be constructed in a manner approved by the Municipality, the cost of which shall be paid by the Municipality.
- 12.6 The Municipality retains the right not to install a meter at a particular premise if it is in the best interest to do so. The owner of such a premise will not be penalized by the decision of the Municipality to not install a meter and will be billed on a flat rate charge.
- 12.7 No person shall directly or indirectly connect between water lines which are part of a private water source (well or other) and water lines which are part of the Municipality's water system(s). Failure to comply with this requirement shall result in immediate disconnection of the water supply from the Municipality.

- 12.8 If the condition of the private water service is such that the meter cannot be safely installed or replaced without fear of damaging the private service line (due to old, corroded and/or inadequate piping) then the owner shall be notified of the situation by the Municipality or their contractor and the Municipality will give the owner thirty (30) working days to complete modifications to the private water service in order to make the installation or replacement of a meter possible. If such work is not completed within the allotted timeframe, the Municipality may perform such repairs as necessary at the owner's expense.
- 12.9 No person shall change the location of a meter, except by persons authorized by the Municipality.
- 12.10 The Municipality may enter into agreements with others to provide for the installation of water services or meters in any manner satisfactory to the Owner.

## **13 WATER RATES AND CHARGES**

### **Water Charges**

- 13.1 The water consumed by the Owner shall be charged according to the water registered in the meter.
- 13.2 Water rates shall be according to the Municipality water rates and charges as shown in the Water and Wastewater Rates and Fees by-law.
- 13.3 Meters may be read and accounts are rendered monthly, bi-monthly, or quarterly upon the discretion of the Municipality. The bill shall be deemed served upon the Owner if it is delivered or sent by mail to the Owner.
- 13.4 Unpaid overdue accounts shall have a late payment charged according to the Municipality water rates and charges in this bylaw.
- 13.5 All work and service charges mentioned in this bylaw shall be determined by the Municipality and paid in full by the Owner.
- 13.6 The Owner shall pay the water service charge according to the water rates and charges of the Municipality before supplying the meter.

### **Disconnection and Reconnection**

- 13.7 An overdue notice shall be mailed to delinquent account after seven (7) days past the due date, and a disconnection notice shall follow within sixty (60) days from the due date.
- 13.8 Water service will be disconnected unless payment is received from the delinquent account, within five (5) business days upon receipt of notice of disconnection.
- 13.9 A reconnection charge will be imposed on top of the uncollected charge, against discontinued delinquent account.
- 13.10 The Municipality shall reserve the right to shut off, with reasonable notice, its water supply to premises if the Owner refuses to pay any bill, which the Municipality is entitled.

## **14 INSPECTION, MAINTENANCE AND REPAIRS**

- 14.1 Meters suspected of registering incorrectly will be removed for inspection.
  - 14.1.1 If found to be defective due to normal wear and tear, then replacement cost will be paid by the Municipality;
  - 14.1.2 If found to be defective due to tampering or negligence on the part of the owner, then removing, repairing and reinstalling costs of the meter will be paid by the owner.
- 14.2 Meters requested by Owners for accuracy test.
  - 14.2.1 If the meter is accurate, the Owner will pay for the testing cost;
  - 14.2.2 If the meter is inaccurate, the Municipality will pay for the testing cost.
- 14.3 A shut-off valve (approved by the Municipality) at the meter inlet shall be the first fitting inside of a serviced building for isolation/maintenance purposes.



- 14.4 A stop valve shall be installed near the outlet of the meter by the Owner at their expense to permit removal and/or repair of the meter without backflow from the internal water systems.
- 14.5 All appurtenances shall be maintained by the Municipality with the exception of those paid for by any person other than the Municipality, and which shall be maintained by such persons through a written agreement with the Municipality.
- 14.6 The Municipality shall maintain and repair all meters, when rendered unserviceable through reasonable wear and tear. The same size of meter shall be replaced without charging the owners.
- 14.7 Where maintenance, repair, renewal or replacement of any meter or water connection is necessary by the act, negligence or carelessness of the owner, any expense incurred by the Municipality shall be charged to and collected from the owner.
- 14.8 The Municipality may shut off or restrict the supply of water to a property if the Municipality requires access to the property to install, replace, repair or inspect the meters and the remote read out unit.
- 14.9 In the event that the owner is away from the premises for an extended period of time, the owner shall be required to notify the Municipality within fifteen (15) days of departure so the owner in consultation with the Municipality can take the proper precautions to prevent frost damage to the meter and water service connection, otherwise repairs will be at the owner's expense.

#### **Meter Pit (Outside)**

- 14.10 The Municipality maintains the meter for accuracy and leaking, including repair and maintenance of the meter box and meter lid. However, Owner shall be responsible for the cost of meter replacement or repair, if the meter is frozen, vandalized, or damaged due to either of a faulty or missing meter lid, meter box, or failure of the Owner to repair and maintain the meter.
- 14.11 The Owner is responsible keeping meter in a safe condition during the winter to prevent it from freezing and cleaning the meter pit so it is free of debris. If the meter freezes, whether inside or outside the house, the owner will be charged for repairs to the meter.
- 14.12 If water is running and the Municipality is called to shut it off by someone other than the Owner and the Owner cannot be located, the Owner will be charged for the shut off and/or repair to the meter even though the shut off or repair was not authorized by them.
- 14.13 Owner shall clear the meter pit from landscaping, shrubs, and trees within one and one half (1.5) meters of the outer perimeter of a meter pit.

### **15 WATER THEFT AND TAMPERING**

- 15.1 Every Owner shall be responsible for any damage to the seal/meters on his premises resulting from negligence, steam, frost or from any other cause not the fault of the Municipality or its employees. The cost for any repairs or replacement of the seal/meters shall be charged to the Owner.
- 15.2 The Municipality reserves the right to disconnect the Owner immediately if the meter seal is tampered or broken by an unauthorized person in order to make illegal connection.
- 15.3 If the Municipality's seal and/or meter is broken, water system tampered or meter does not register correctly, the bill for that service shall be estimated on the basis of past consumption in a corresponding period or using the best data available.
- 15.4 A penalty or charge will be imposed for each incident of tampering, vandalism, installation alteration, and removal of meters by anyone not authorized by the Municipality.
- 15.5 No person shall tamper with the meter to calibrate and/or interfere with the recording of the quantity of water supplied to any lands or premises, unless authorized by the Municipality.
- 15.6 No person shall tamper with the pipes supplying water to any lands and premises so that the water supplied to any of the lands and premises wholly or partially bypasses the meters.

- 15.7 Persons tampering with the meters or piping so that the meter does not properly record the quantity of water supplied to any lands or premises will be subject to a fee in accordance with the Municipality's Bylaw.
- 15.8 Where any wilful or intentional action of the Owner causes the meters to be unable to be read, the Owner shall be liable to pay a fee for an unsuccessful meter read in accordance with the Municipality's Bylaw.
- 15.9 Any person who observes any leak that may develop at the meter or its couplings shall report it immediately to the Municipality. The Municipality shall not be held responsible for any damages resulting from such leaks that were not directly resulting from the Universal Water Metering Program and reported within the first year following installation of the meter.

## 16 METER ACCURACY AND TOLERANCE

- 16.1 All meters measuring consumption for billing purposes shall meet or exceed all current AWWA standards for accuracy as stated in the latest version of the M6 manual of practice.
- 16.2 Maintenance tolerances shall comply as shown in Table 1 and Table 2. When multiple tests are conducted at approximately the same flow rate, the range of the test results shall not exceed 0.6 percent for tests performed at the normal and intermediate flow rates, and 1.3 percent for tests performed at the minimum flow rate, and each test shall be within the applicable tolerance.

**Table 1: Normal Test**

Tolerance for Meters				
Meter size (inches)	Rate of flow (gpm)	Maximum Rate		
		Gal	Litres	Tolerance on over- and under- registration
Less than 5/8	8	50	227	1.5%
5/8	15	50	227	
3/4	25	50	227	
1	40	100	455	
1-1/2	80	300	1364	
2	120	500	2273	
3	250	500	2273	
4	350	1,000	4546	
6	700	1,000	4546	

Source: Vanasse (2003)

**Table 2: Special Test**

Tolerance for Meters (Special Test)									
Meter Size (inches)	Intermediate Rate			Tolerance on over and under registration	Minimum Rate				
	Rate of Flow (gpm)	Meter Indication			Rate of flow (gpm)	Meter indication		Tolerance	
		gal	Litres			gal	Litres	Over- registration	Under- registration
≤ 5/8	2	10	45	1.5%	1/4	5	23	1.5%	5%
¾	3	10	45		½	5	23		
1	4	10	45		¾	5	23		
1-1/2	8	50	227		1-1/2	10	45		
2	15	50	227		2	10	45		
3	20	50	227		4	10	45		
4	40	100	455		7	50	227		
6	60	100	455		12	50	227		

Source: Vanasse (2003)

## **17 DISPUTE RESOLUTION**

### **Consumption Reading Dispute**

- 17.1 Testing of any meters shall be initiated at any time by a Municipality's authorized agent, and apply adjustment of the meter inaccuracies;
- 17.2 The Municipality will consider meter reading to be correct if discrepancy occurs between the readings at the meter's register and/or its read-out device.

### **Consumption Rate Dispute**

- 17.3 Where a dispute arises as to the classification and rate to be charged to the owner of water, the final decision as to such classification and rate shall be made by the Municipality.

### **Testing or Calibration Dispute**

- 17.4 Any Owner may request a test for meter registration accuracy at his or her premises and deposit a testing meters and remote read out unit fee. An Owner who disputes a meter reading shall give written notice to the Municipality. The Municipality shall test or calibrate the meters situated on the Owner's premises.
  - 17.4.1. If the meter is found to be accurate within 98.5% to 101.5% of the water passing through the same, the expense shall be paid by the Owner.
  - 17.4.2. If the meter is found not accurate within the said limits it shall be immediately repaired or be replaced by one that is accurate at the expense of the Municipality.
- 17.5 If the meter tested is found inaccurate within the said limits then any meter handling and testing fees paid by the Owner shall be refunded, and the billings adjusted to fully take into account such error.
- 17.6 If examination of the PASS METER READING discloses the time at which such error commenced, then the error shall be considered to have commenced three months prior to such testing of the meter or from the date when the meter was installed, whichever is lesser. The amount determined shall be accepted by both parties and all claims of the inaccuracy deemed settled.
- 17.7 If meter fails to register, owner will be charged a minimum consumption based on the average consumption of the last three (3) months. If such data is not available, charges shall be pro-rated based on previous year's fee.

## **18 REGULATIONS AND PENALTIES FOR OFFENCES**

- 18.1. All water rates and charges shall be a charge against the person who incurred the charges and may be a lien against the lands pursuant to the Public Utilities Act.
- 18.2. No person shall,
  - 18.2.1. wilfully hinder or interrupt, or cause to be hindered, or interrupted the Municipality or any of its officers, contractors, agents, servants or workman, in the exercise of any of the power conferred by the Municipal Act, 2001, S.O. 2001, c. 25, as amended;
  - 18.2.2. being an owner, tenant, lessee, the agent of a lessee, or any person in possession of any house, building or other premises supplied with water from the water works, improperly waste water or, without the consent of the Municipality, lend, sell or dispose of water, give it away, permit it to be taken or carried away, use or apply it to the use or benefit of another, or to any use and benefit other than his own;
  - 18.2.3. wilfully alter any meter placed upon any service pipe or connected therewith, within or outside any building or other place; or
  - 18.2.4. lay or cause to be laid, any pipe or main to connect with any pipe or main of the Municipality's water works, or in any way obtains or uses the water without the consent of the Municipality.
  - 18.2.5. Wilfully discharges water so that water runs waste or useless out of the water system.

- 18.3. Any person who contravenes any of the provisions of this by-law is guilty of an offence and upon conviction is liable to a fine of not more than Five Thousand Dollars (\$5,000.00) as provided for in the Provincial Offences Act, R.S.O. 1990, chapter 33, or any successor thereof.
- 18.4. In addition to other sanctions and remedies provided in this By-Law, the Municipality, may turn off or restrict the supply of water to any owner where such owner has violated any of the provisions of this By-Law, and may refuse to restore normal service until the violation complained of has been terminated or remedied. The Municipality shall provide reasonable notice of the proposed shut-off to the owner of the premise by personal service or prepaid mail or by posting the notice at the premise in a conspicuous place. The Municipality will not be liable for any damage to property or injury to person by reason of shut-off of water supply.
- 18.5. The Bylaw Enforcement Officer has reasonable grounds to believe that a person has contravened any provision of this bylaw; they may serve upon such person an offence ticket allowing the payment of the specified penalty to the Municipality which shall be accepted by the Municipality in lieu of prosecution for the offence.
- 18.6. The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.
- 18.7. Any person violating any provisions of this Bylaw may be served by the Municipality with written notice stating the nature of the violation and requiring the satisfactory correction thereof within 48-hours, or such additional time as determined by the Municipality. Such person shall, within the time stated in such notice, permanently cease all violations.

Date: June 1, 2021

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

That the Council of the Municipality of Powassan concurs with the request in Consent Application B13/POWASSAN/2021 for the severance on Highway 522 by the Trout Creek Planing Mill.

And requests that the North Almaguin Planning Board issue the following conditions for approval of the subject Consent application:

- That a Zoning By-law Amendment be approved on the Retained Lot that permits a reduction of the minimum lot area and lot frontage requirements in the M1 (General Industrial) zone based on the proposed lot configuration; and,
- Confirmation that the Municipality is satisfied that the proposed Severed and Retained Lots are satisfactory for on-site sewage disposal and that any issues identified with any existing sewage disposal systems be corrected.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_ Lost \_\_\_\_\_

Mayor \_\_\_\_\_

Recorded Vote: Requested by \_\_\_\_\_

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Debbie Piekarski					

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	12-1



## NORTH ALMAGUIN PLANNING BOARD

250 Clark Street, Suite 126  
P.O. Box 57, Powassan Ontario POH 1Z0  
705-724-6758

Email: [northalmaguinplanningboard2018@gmail.com](mailto:northalmaguinplanningboard2018@gmail.com)  
Website: <http://napb.ca>

B13 / Powassan /  
2021

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

PLEASE PRINT OR TYPE AND COMPLETE ALL APPROPRIATE BOXES.

#### 1. APPLICANT INFORMATION

##### 1.1 Applicant(s):

Name(s) of Property Owner(s): Trout Creek Plaining Mill (Brian Lawrence)

Day Time Phone #s: Home: 705-497-4338 Mobile: \_\_\_\_\_ Business: \_\_\_\_\_

Mailing Address: Box 40 - Trout-Creek ON

Postal Code: POH 2L0 Email Address: \_\_\_\_\_

##### 1.2 Agent for the Applicant

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

Name of Contact Person/Agent: Kirk Micallef - Powassan Forward Logging

Phone #s: Home: 705-724-6443 Mobile: 705-840-6764 Business: \_\_\_\_\_ Fax: N/A

Address: 215 English line, Powassan, Ontario

Postal Code: POH 1Z0 Email Address: Kirk.micallef@hotmail.com

#### 2. LOCATION OF THE SUBJECT LAND

##### 2.1 District of Parry Sound:

Tax Roll Number: 11959 030 002 00601-0000  
4959 030 002 00600-0000  
4959 030 002 00500-0000

Municipality / Unincorporated Township: Powassan

Municipal Address (Civic Address): \_\_\_\_\_

Legal Description: Concession: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Registered Plan: \_\_\_\_\_ Lot(s): \_\_\_\_\_ Reference Plan: \_\_\_\_\_ Part(s): \_\_\_\_\_

Parcel Number: \_\_\_\_\_ PIN: \_\_\_\_\_

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

- ① Con 2 Pt Lot 25 RP PSR 2065 - Part 1, Pcl 108-KNS  
② Con 2 Pt Lot 25 Rcm Pcls 6189 & 6187 NS  
③ Con 2 Pt Lot 25 Pcl 5321 NS

(Page 1 of 7)



### 3. PURPOSE OF THE APPLICATION:

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

☒ Create a new lot (or re-establish an existing parcel) / ☐ Lot Addition / ☐ Easement

Other: Charge ☐ / Release a Mortgage ☐ Lease ☐ Validate Title ☐ [Lands located in Municipality of Powassan only per O. Reg. 692/98]

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

Kirk McCallister - Powassan Firewood and Logging

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

### 4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

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

4.1 Description / Size <i>Metric and Imperial</i>	SEVERED	RETAINED
Frontage	127.64 metres 415 feet	27.53 metres 89.5 feet
Depth	129.09 metres 421 feet	140.13 metres 457 feet
Area	1.31 hectare 3.23 acres	0.37 hectare 0.91 acres
4.2 Existing Use of Property:	Empty Lumber Yard	H1 zoned with Garage
4.3 Existing Building or Structures and date of construction		Approx Year 2000
4.4 Proposed Use of the Severed and Retained Parcels	Forest Products Processing Facility	Same Use
4.4 Road Access:		Garage to store forklift
Provincial highway <small>(MANDATORY: provide written permission from MTO North Bay: 705-497-1411)</small>	Hwy 522B	Hwy 522B
Municipal road, maintained all year		
Municipal Road, seasonally maintained		
Other Public Road (e.g. Local Roads Board)		
Right of Way / Easement (see Section 4.8 for private roads)		
MNR Road Allowance <small>(If road is located within 100m from the subject land, the MNR Road Allowance is required for access to the subject land. North Bay Office: 705-497-5520)</small>		
4.5 Water Access Lots: Documented proof of on-shore parking and docking facilities is mandatory. (e.g. lease with an existing marina or dedication of a portion of the retained parcel provided the retained parcel provided it is accessible by land.) Also provide the approximate distance of these facilities from the subject land and the nearest public road.		

(Page 2 of 7)

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

4.6 Sewage Disposal	SEVERED	RETAINED
Publicly owned and operated sanitary sewage system		
Privately owned and operated individual septic tank <i>(MANDATORY: Attach documentation of the results of the Planning Act proposal review by the North Bay Maitland Conservation Authority 705-474-5120)</i>	—	Yes.
Privately owned and operated communal septic tank		
Privy		
Other Means <i>(e.g. Advanced Treatment System) ** (Septic System over 10,000 litre requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries)</i>		

4.7 Other Services <i>(Indicate which service(s) are available)</i>	SEVERED	RETAINED
Electricity	Yes	Yes
School Bussing	Yes	Yes
Garbage Collection	Yes	Yes

4.8 IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY WAS INDICATED IN SECTION 4.4, advise who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year: \_\_\_\_\_





## 5. LAND USE

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

Business Park

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

Returned - M1 / Served BP

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

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

Use or Feature	On the Subject Land	Within 750 meters of subject land, unless otherwise specified by the applicable agency, then indicate approximate distance.
An agricultural operation including livestock facility or stockyard <small>(REGULATOR: Attach ADS report sheets from CMAPRA (Ministry of Food, Agriculture and Rural Affairs))</small>		
A landfill		
A sewage treatment plant or waste stabilization plant		
A provincially significant wetland <small>(North Bay / Mattawa Conservation Authority or the Ministry of the Environment, Conservation and Parks)</small>		
A provincially significant wetland within 120 meters of the subject land <small>(North Bay / Mattawa Conservation Authority or the Ministry of the Environment, Conservation and Parks)</small>		
Flood Plain		
A rehabilitated mine site		
A non-operating mine site within one kilometer of the subject land		
An active mine site		
An industrial or commercial use, and specify the use (eg gravel pit)		
An active railway line	<u>Yes</u>	<u>100m</u>
Utility corridors (Natural Gas / Hydro Corridor)		



## 6. HISTORY OF SUBJECT LAND

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

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

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

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## 7. CURRENT APPLICATION

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

☒ NO ☐ YES ☐ UNKNOWN

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

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

☐ NO ☒ YES ☐ UNKNOWN

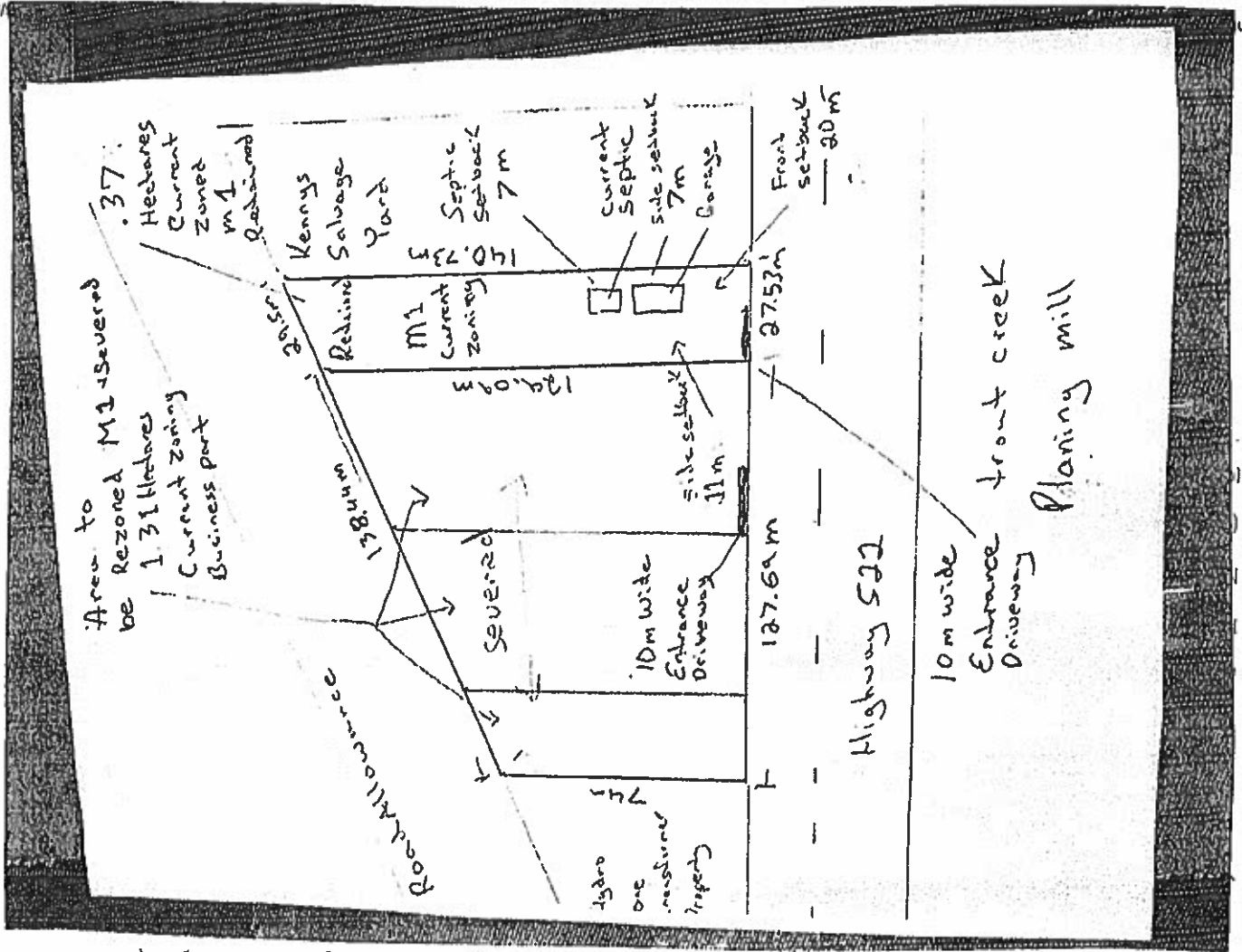
If yes and if known, specify the file number and status of the application.

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**PROPERTY INDEX MAP**  
PARRY SOUND (No. 42)

**LEGEND**

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- SETBACK FOR (MAP UPDATE PENDING) 0449
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOMETRIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

**NOTES**

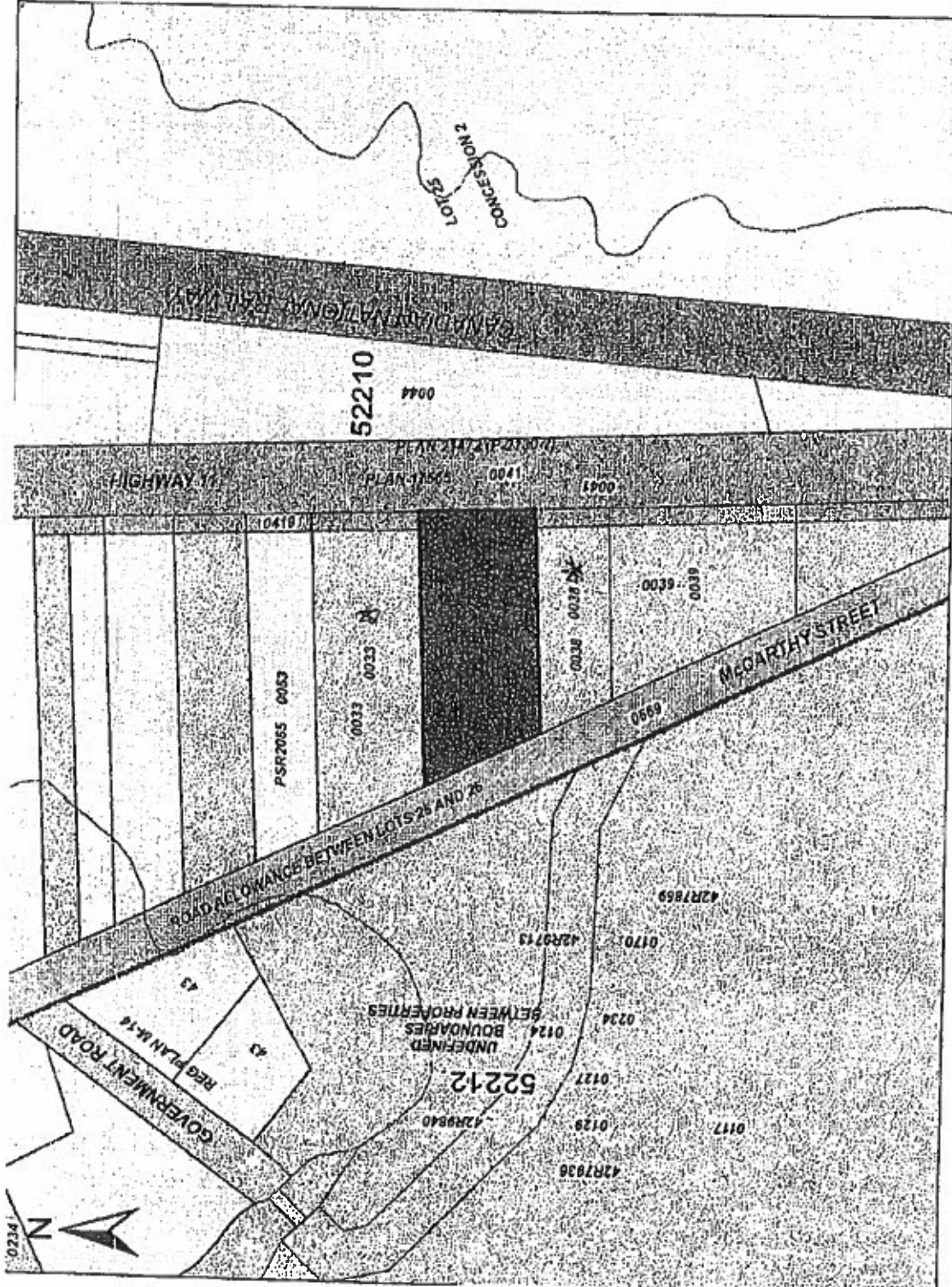
REVIEW THE TITLE RECORDS FOR COMPLETE  
PROPERTY INFORMATION AS THIS MAP MAY  
NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND  
DOCUMENTS ON FILE WITH THE LAND  
REGISTRATION SYSTEM AND HAS BEEN PREPARED  
FOR PROPERTY INDUSTRY PURPOSES ONLY

FOR CONDITIONS OF PLOTTING'S SCANDINAVIANS SEE  
RECORDED PLANS AND DOCUMENTS

ONLY "A" AND "B" EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED





Resolution no. 2021 - \_\_\_\_\_

Date: June 1, 2021

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

WHEREAS the Municipality of Powassan uses borrowing to finance Capital Improvements and Equipment purchases;

AND WHEREAS the Municipality has a line of credit to assist with cash flow as needed;

AND WHEREAS the Municipality of Powassan has been advised by BDO Dunwoody, our Auditors, to use Long Term Financing to spread the expenses of our capital projects over a number of years instead of using up cash flow for these projects;

THEREFORE the Municipality will borrow funds for capital projects that were budgeted and approved by Council, but not financed and replenish the reserves as required; and

ALSO BE IT RESOLVED THAT the Municipal Council will pass, by resolution, all borrowing of money stating the purpose of the borrowed funds;

AND ALSO THAT Financial updates will be provided to Council on the revenue and expenditures for all municipal departments monthly.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_ Lost \_\_\_\_\_

\_\_\_\_\_  
Mayor

Recorded Vote: Requested by \_\_\_\_\_

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Debbie Piekarski					

DATE OF COUNCIL MTG.	June 1/21
AGENDA ITEM #	12-2

**Ministry of Municipal  
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7100

**Ministère des Affaires  
Municipales et du Logement**

Bureau du sous-ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7100



**May 27, 2021**

**MEMORANDUM TO: Municipal Chief Administrative Officers and Clerks**

**SUBJECT: Three-Step Roadmap to Safely Reopen the Province of Ontario and Amendment to Orders under the *Reopening Ontario (A Flexible Response to COVID-19) Act (ROA)***

As you heard on May 20, 2021, from the Premier of Ontario, the government has released its Roadmap to Reopen, a three-step plan to safely and cautiously reopen the province and gradually lift public health measures.

As our municipal partners in the continued efforts to keep communities safe and healthy, I am writing today to make sure that you stay informed about the roadmap and the corresponding changes to orders under the *Reopening Ontario (A Flexible Response to COVID-19) Act (ROA)*.

It is important to note that the provincewide Stay-At-Home order under the Emergency Management and Civil Protection Act (EMCPA) remains in effect until June 2, 2021. However, the government has made changes to some of the existing orders under ROA that take effect prior to the end of the Stay-At-Home order.

**Roadmap to Reopen**

The Roadmap to Reopen is based on the provincewide vaccination rate and improvements in key public health and health care indicators. In summary:

- Step 1 is intended to focus on resuming outdoor activities with smaller crowds where the risk of transmission is lower and permitting retail with restrictions.
- Step 2 further expands outdoor activities and resumes limited indoor services with small number of people and with face coverings being worn.
- Step 3 expands access to indoor settings, with restrictions, including where there are larger numbers of people and where face coverings can't always be worn.

The government has indicated that the province will remain in each step for at least 21 days to evaluate any impacts on key public health and health system indicators. Vaccination thresholds will need to be met, along with positive trends in other key public health and health system indicators, in order to enter each respective step of the Roadmap.

To find out full details on the roadmap and its implementation, please review the Roadmap to Reopen on the Ontario government website.

Until the province moves to Step 1 of the roadmap, the rules and public health measures under the provincewide emergency brake must continue to be followed, subject to the following changes announced on May 20, 2021.

### **Outdoor Recreational Amenities**

Several outdoor recreational amenities are permitted to open as of May 22, 2021 at 12:01 a.m. For a full list of these outdoor recreational amenities, please review Ontario Regulation 344/21, and Ontario Regulation 374/21, amendments to Ontario Regulation 82/20 (Rules for Areas in Stage 1).

These outdoor recreational amenities may be open so long as:

- physical distancing of at least 2 metres is maintained; however, this physical distancing requirement does not apply to members of the same household, or a person who lives alone and has gathered with the household, or a caregiver for any member of the household;
- no team sports, or any other sports that are not compatible with physical distancing requirements, are practiced or played within the amenity, with limited exceptions; and,
- any locker rooms, changerooms, showers, clubhouses, restaurants, pools, meeting rooms, fitness centres or other recreational facilities on the premises remain closed, except to the extent they provide access to take-out or delivery services, equipment storage, a washroom or a portion of the amenity that is used to provide first aid.

In addition, any person responsible for a boat or watercraft shall ensure that, if it is used by a group for recreational purposes, it is only used by members of the same household, or a person who lives alone and has gathered with the household, or a caregiver for any member of the household.

Marinas, boating clubs and other organizations that maintain docking facilities for members or patrons may open provided that any clubhouse, restaurant, pool, communal steam room, sauna or whirlpool, meeting room, fitness centre or other recreational facility on the premises is closed to the public. Any portion of an area that must be closed that is used to provide first aid, used to provide take-out or delivery services, or contains a washroom may be open.

Lastly, social gatherings and organized public events of no more than five people that are held outdoors are permitted. The gathering limit does not apply to members of the same household, a gathering of a household plus one person who lives alone, or a gathering that includes a caregiver for any of those persons. All other public health and workplace safety measures under the Stay-at-Home order will remain in effect.

### **Overnight Camps**

The government has made amendments to regulations pertaining to Rules for Areas in Stage 1, Stage 2 and Stage 3 to permit the operation of overnight camps in Ontario. The amending regulations are as follows:

Ontario Regulation 345/21 (Rules for Areas in Stage 1)

Ontario Regulation 347/21 (Rules for Areas in Stage 2)

Ontario Regulation 346/21 (Rules for Areas in Stage 3)

### **Instructional Program in Post-Secondary Institutions**



Ontario Regulation 348/21 updates the permitted fields/occupations where instructional programs may continue to operate in post-secondary institutions.

### **Enforcement of Orders**

As a reminder, for offences under the ROA and EMCPA, police and other provincial offences officers, including First Nation Constables, special constables, and municipal by-law officers, have discretion to either issue tickets to individuals for set fine amounts or issue a summons under Part I of the Provincial Offences Act (POA) or to proceed under Part III of the POA by laying an information.

Police and other provincial offences officers, including by-law officers, have the authority to disperse gatherings or organized public events that are not complying with gathering/event limits; and all provincial offences officers, including by-law officers, can temporarily close premises where prohibited gatherings are occurring and require individuals to vacate.

As the province prepares to reopen, the ministry recognizes that collaboration amongst municipalities, public health units, police, local enforcement partners and our multi-ministry teams is important to ensure coordinated compliance and enforcement activities in an effort to continue the recent progress on reducing the presence of COVID-19 in our communities.

Yours truly,

A handwritten signature in black ink, appearing to read "K. Manson-Smith".

Kate Manson-Smith  
Deputy Minister



**Municipality of Powassan**  
**A/P Preliminary Cheque Run**  
**(Council Approval Report)**

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>GENERAL GOVERNMENT</b>										
8781 10859479 10859479	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7									
	05/21/21 A/R LIBRARY GREEN SHIELD 1940 20									
	05/21/21 OFFICE GREEN SHIELD									
				05/21/21	\$263.66	\$263.66	10-10-24600	A/R LIBRARY BOARD	\$0.00	(\$8,957.32)
				05/21/21	\$1,169.21	\$1,169.21	10-10-61510	BENEFITS	\$0.00	(\$10,072.09)
						\$1,432.87				
9023 6989579 2679147	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2									
	05/21/21 GAS @ 250-1742									
	05/21/21									
				05/21/21	\$963.57	\$963.57	10-10-61753	250 CLARK-BUILDING	\$0.00	(\$8,995.68)
						\$1,332.78				
9080 PR1066 PR1066 PR1066 PR1066	RECEIVER GENERAL - PAYROLL DEDUCTIONS, , , ,									
	05/17/21 Payroll from 5/2/2021 to 5/15/2021									
	05/17/21 Payroll from 5/2/2021 to 5/15/2021									
	05/17/21 Payroll from 5/2/2021 to 5/15/2021									
				05/17/21	\$6,791.96	\$6,791.96	10-10-33200	A/P FIT	\$0.00	(\$10,123.61)
				05/17/21	\$2,994.65	\$2,994.65	10-10-33210	A/P PIT	\$0.00	(\$4,601.68)
				05/17/21	\$2,150.44	\$2,150.44	10-10-33220	A/P EI	\$0.00	(\$3,612.10)
				05/17/21	\$5,684.64	\$5,684.64	10-10-33230	A/P CPP	\$0.00	(\$8,560.52)
						\$17,621.69				
9176 2561968	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5									
	05/21/21 PEST CONTROL									
				05/21/21	\$51.13	\$51.13	10-10-61753	250 CLARK-BUILDING	\$0.00	(\$8,995.68)
						\$136.38				
10059 1722655	LBEL INC, P.O. BOX 4094, STATION A, TORONTO, ON, M5W3T1									
	05/21/21 COPIER LEASE									
				05/21/21	\$356.16	\$356.16	10-10-61600	POSTAGE/COURIER/COPI	\$0.00	(\$6,174.31)
10236 57475634	XEROX CANADA LTD., P.O. BOX 4539 STN A, TORONTO, ON, M5W 4P5									
	05/21/21 PER COPY CHARGE									
	05/21/21									
				05/21/21	\$188.71	\$188.71	10-10-61600	POSTAGE/COURIER/COPI	\$0.00	(\$6,174.31)
						\$209.55				
						\$21,836.68				
<b>Total GENERAL GOVERNMENT</b>										
<b>250 CLARK</b>										
8781 10859479	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7									
	05/21/21 GREEN SHIELD DRUG PLAN									
				05/21/21	\$263.34	\$263.34	10-12-61525	250 CLARK-JANITORIAL	\$0.00	(\$1,675.92)
						\$263.34				
9028 2385380	VAUGHAN PAPER PRODUCTS INC., 1598 MAIN ST WEST, NORTH BAY , ON, P1B 2X3									
	05/21/21 GARBAGE BAGS									
				05/21/21	\$226.20	\$226.20	10-12-61525	250 CLARK-JANITORIAL	\$0.00	(\$1,675.92)
						\$226.20				
9176 2561968 2561968	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5									
	05/21/21 PEST CONTROL									
	05/21/21 PEST CONTROL									
				05/21/21	\$132.96	\$132.96	10-12-61754	250 CLARK-PROGRAM	\$0.00	(\$5,426.21)
				05/21/21	\$20.45	\$20.45	10-12-61757	FITNESS CENTRE@250	\$0.00	(\$816.98)
						\$153.41				
10503 YOGA	ANNE BENTLEY, 673 DANE AVE, NORTH BAY, ON, P1B 7G8									
	05/21/21 YOGA CLASS SENIORS GRANT									
				05/21/21	\$400.00	\$400.00	10-12-61755	250 CLARK ST-	\$0.00	(\$2,618.35)
						\$400.00				
						\$1,042.95				
<b>Total 250 CLARK</b>										
<b>FIRE DEPARTMENT</b>										
8781 10859479	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7									
	05/21/21 FIRE GREEN SHIELD									
				05/21/21	\$313.34	\$313.34	10-15-61510	BENEFITS	\$0.00	(\$2,235.96)

# Municipality of Powassan A/P Preliminary Cheque Run

## (Council Approval Report)

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
9023 6989579 2679147	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2 05/21/21	TCFD NATURAL GAS - 2467	05/21/21	\$159.75	\$159.75	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$15,663.59)
9059 7057246880 521	BELL CANADA, PO BOX 9000, NORTH YORK, ON, M3C 2X7 05/21/21	FIRE DEPT.-OPERATIONS	05/21/21	\$33.48	\$33.48	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$15,663.59)
<b>Total FIRE DEPARTMENT</b>									
<b>PUBLIC WORKS</b>									
8781 10859479	GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7 05/21/21	PW GREEN SHIELD	05/21/21	\$1,957.43	\$1,957.43	10-20-63050	PUBLIC WORKS-	\$0.00	(\$12,664.26)
8799 17510 17509	J & J EQUIPMENT REPAIR, 84 CHISWICK LINE, RR # 1, POWASSAN, ON, P0H 1Z0 05/21/21	REPAIRS	05/21/21	\$94.38	\$94.38	10-20-63626	BACKHOE CAT420	\$0.00	(\$4,372.30)
	05/21/21	LAWN MOWER REPAIRS	05/21/21	\$225.19	\$225.19	10-20-63740	LAWN EQUIPMENT-	\$0.00	(\$1,886.01)
8897 412734	NORTHERN UNIFORM SERVICE, 2230 ALGONQUIN ROAD, SUDBURY, ON, P3E 4Z6 05/21/21	PW UNIFORM RENTALS	05/21/21	\$286.80	\$286.80	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
8976 43304	SEE MORE GRAPHICS, 506 MCGAUGHEY AVE, NORTH BAY, ON, P1B 1W6 05/21/21	ROAD SIGNS	05/21/21	\$193.34	\$193.34	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
9023 6989579 2679147 6989579 2679147	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2 05/21/21	PW SHOPS NATURAL GAS - 1890	05/21/21	\$147.38	\$147.38	10-20-63062	PUBLIC WORKS BLDGS	\$0.00	(\$5,122.37)
	05/21/21	PW SHOPS NATURAL GAS - 2330	05/21/21	\$370.77	\$370.77	10-20-63062	PUBLIC WORKS BLDGS	\$0.00	(\$5,122.37)
9256 62137094 2	LINDE, P.O. BOX 400, STATION D, SCARBOROUGH, ON, M1R 5M1 05/21/21	CYLINDER RENTALS	05/21/21	\$60.99	\$60.99	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
9758 845520062011066	BELL TV, P.O. BOX 3250, STATION DON MILLS, NORTH YORK, ON, M3C 4C9 05/21/21	PUBLIC WORKS-MATERIAL & SUPPLIES	05/21/21	\$74.02	\$74.02	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
10089 10532	HELYX, P.O. BOX 343, CALLANDER, ON, P0H1H0 05/21/21	SAFETY GLASSES	05/21/21	\$87.93	\$87.93	10-20-63070	PUBLIC WORKS-SAFETY	\$0.00	\$0.00
10221 5211873	O.C.P. CONSTRUCTION SUPPLIES, 1072 WEBBWOOD DR., SUDBURY, ON, P3C 3B7 05/21/21	SAFETY FENCE	05/21/21	\$440.22	\$440.22	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
<b>Total PUBLIC WORKS</b>									
<b>ENVIRONMENT</b>									
8781 10859479	GREEN SHIELD CANADA, P.O. 1612, WINDSOR, ON, N9A 7A7 05/21/21	GREEN SHIELD DRUG PLAN	05/21/21	\$110.90	\$110.90	10-25-61510	BENEFITS GARBAGE	\$0.00	(\$844.74)

## Total PROTECTION TO PERSONS & PROPERTY

**Municipality of Powassan**  
**A/P Preliminary Cheque Run**  
(Council Approval Report)

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b><u>RECREATION</u></b>									
9023	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2								
6989579	2679147	05/21/21 POOL NATURAL GAS - 1355	05/21/21	\$0.00	\$0.00	10-55-67110	POOL-MATERIAL &	\$0.00	(\$798.94)
6989579	2679147	05/21/21 POOL NATURAL GAS - 1355	05/21/21	(\$314.14)	(\$314.14)	10-55-67110	POOL-MATERIAL &	\$0.00	(\$798.94)
6989579	2679147	05/21/21 SHCC NATURAL GAS - 1465	05/21/21	\$114.04	\$114.04	10-55-67410	SHCC-MAT/SUPPLIES	\$0.00	(\$1,449.28)
9059	BELL CANADA, PO BOX 9000, NORTH YORK, ON, M3C 2X7								
7057245689	521	05/21/21 SHCC MONTHLY PHONE BILL	05/21/21	\$37.30	\$37.30	10-55-67410	SHCC-MAT/SUPPLIES	\$0.00	(\$1,449.28)
<b>Total RECREATION</b>									
					(\$162.80)				
<b><u>HEALTH SERVICES</u></b>									
9023	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2								
6989579	2679147	05/21/21 MEDICAL CENTRE NATURAL GAS - 1396	05/21/21	\$0.00	\$0.00	10-60-65310	MEDICAL CENTRE-	\$0.00	\$0.00
<b>Total HEALTH SERVICES</b>									
					\$0.00				
					\$0.00				
<b><u>HISTORICAL &amp; CULTURE</u></b>									
8954	RELANCE HOME COMFORT, PAYMENT PROCESSING CENTRE, PO BOX 4504 STATION A 25 THE ESPLANADE, TORONTO , ON, M5W 4J8								
109550013140739	05/21/21 POWASSAN LEGION EXPENSE		05/21/21	\$151.55	\$151.55	10-65-67680	POWASSAN LEGION	\$0.00	(\$5,077.33)
9023	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2								
6989579	2679147	05/21/21 LEGION NATURAL GAS-1423	05/21/21	\$323.92	\$323.92	10-65-67680	POWASSAN LEGION	\$0.00	(\$5,077.33)
<b>Total HISTORICAL &amp; CULTURE</b>									
					\$475.47				
<b><u>PLANNING &amp; DEVELOPMENT</u></b>									
9479	CGIS SPATIAL SOLUTIONS, 52 SOUTH STREET, PERTH, ON, K7H 2G7								
44378	05/21/21 PLANNING & DEVELOPMENT-MAT/SUPPLIES			\$3,655.90	\$3,655.90	10-70-68010	PLANNING &	\$0.00	(\$7 337.19)
<b>Total PLANNING &amp; DEVELOPMENT</b>									
					\$3,655.90				
					\$3,655.90				
<b><u>TROUT CREEK COMMUNITY CENTRE</u></b>									
8781	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7								
10859479	05/21/21 TCCC GREEN SHIELD		05/21/21	\$264.15	\$264.15	10-75-61510	BENEFITS	\$0.00	(\$1,992.27)
9023	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2								
6989579	2679147	05/21/21 TCCC NATURAL GAS-0700	05/21/21	\$454.31	\$454.31	10-75-61620	NATURAL GAS	\$0.00	(\$2,184.78)
<b>Total TROUT CREEK COMMUNITY CENTRE</b>									
					\$454.31				

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
9176 2558463	05/21/21	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5 PEST CONTROL	05/21/21	\$121.00	\$121.00	10-75-61820	MAINTENANCE	\$0.00	(\$2,301.49)
10035 21507	05/21/21	TRANS CANADA SAFETY BY STAR LIFE, 1492 MAIN STREET W, 4A, NORTH BAY, ON, P1B2X3 RANGE HOOD INSPECTIONS	05/21/21	\$404.08	\$404.08	10-75-61820	MAINTENANCE	\$0.00	(\$2,301.49)
Total TROUT CREEK COMMUNITY CENTRE									
SPORTSPLEX									
8781 10859479	05/21/21	GREEN SHIELD CANADA, P.O. 1612, WINDSOR , ON, N9A 7A7 SP GREEN SHIELD	05/21/21	\$264.15	\$264.15	10-80-61510	BENEFITS	\$0.00	(\$2,111.87)
9023 6989579 2679147	05/21/21	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2 SPORTSPLEX NATURAL GAS (B) - 1337	05/21/21	\$480.57	\$480.57	10-80-61620	NATURAL GAS	\$0.00	(\$4,638.57)
6989579 2679147	05/21/21	SPORTSPLEX NATURAL GAS (A) - 1336	05/21/21	\$407.28	\$407.28	10-80-61620	NATURAL GAS	\$0.00	(\$4,638.57)
9176 2561869	05/21/21	ORKIN CANADA, 5840 FALBOURNE ST, MISSISSAUGA, ON, L5R 4B5 PEST CONTROL, AIR REMEDY	05/21/21	\$361.00	\$361.00	10-80-61950	BUILDING REPAIRS &	\$0.00	(\$6,075.87)
10035 21508	05/21/21	TRANS CANADA SAFETY BY STAR LIFE, 1492 MAIN STREET W, 4A, NORTH BAY, ON, P1B2X3 46	05/21/21	\$295.09	\$295.09	10-80-61940	EQUIPMENT-REPAIRS &	\$0.00	\$0.00
Total SPORTSPLEX									

**Total Bills To Pay:**

**\$78,184.51**

Municipality of Powassan  
A/P Preliminary Cheque Run  
(Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
GENERAL GOVERNMENT											
9124	KIMBERLY BESTER,, TROUT CREEK, ON, P0H 2L0	CELL PHONE	05/25/21	CELL PHONE JULY TO DEC 2021	05/25/21	\$324.19	\$324.19	10-10-61550	TELEPHONE & FAX	\$6,000.00	\$5,154.40
9343	BDO CANADA LLP, 101 MCINTYRE ST W, SUITE 301, NORTH BAY, ON, P1B 2T5	1145278	05/25/21	2020 TECHNOLOGY AND ADMIN	05/25/21	\$2,157.31	\$2,157.31	10-10-61560	AUDIT & LEGAL	\$20,000.00	\$9,785.51
9926	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	3113358 521	05/25/21	TELECOM @ 250 CLARK	05/25/21	\$491.45	\$491.45	10-10-61753	250 CLARK-BUILDING	\$0.00	(\$8,995.68)
10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4	june 2021	05/25/21	LIBRARY LIFE/DISABILITY INS	05/25/21	\$140.68	\$140.68	10-10-24600	A/R LIBRARY BOARD	\$0.00	(\$8,957.32)
			05/25/21	OFFICE LIFE/DISABILITY INS.	05/25/21	\$979.85	\$979.85	10-10-61510	BENEFITS	\$30,000.00	\$19,927.91
							\$1,120.53				
Total GENERAL GOVERNMENT							\$4,610.61				
250 CLARK											
10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4	june 2021	05/25/21	250 CLARK	05/25/21	\$103.58	\$103.58	10-12-61525	250 CLARK-JANITORIAL	\$20,000.00	\$18,324.08
Total 250 CLARK							\$103.58				
FIRE DEPARTMENT											
9023	UNION GAS, PO BOX 4001 STN A, TORONTO, ON, M5W 0G2	117347 3066642	05/25/21	FIRE DEPT.-OPERATIONS	05/25/21	\$234.26	\$234.26	10-15-62020	FIRE DEPT.-OPERATIONS	\$0.00	(\$15,663.59)
10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4	june 2021	05/25/21	MF LIFE/DISABILITY INS	05/25/21	\$172.72	\$172.72	10-15-61510	BENEFITS	\$0.00	(\$2,235.96)
							\$172.72				
Total FIRE DEPARTMENT							\$406.98				
PUBLIC WORKS											
8831	MARK FORTH, 80 LINDQUIST LINE, POWASSAN, ON, P0H 1Z0	321656	05/25/21	GARAGE REPAIRS	05/25/21	\$320.00	\$320.00	10-20-63060	PUBLIC WORKS-	\$0.00	(\$20,679.56)
9926	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2	3115764 521	05/25/21	INTERNET	05/25/21	\$203.52	\$203.52	10-20-63065	PUBLIC WORKS MAT &	\$0.00	(\$1,650.35)
10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4	june 2021	05/25/21	PW LIFE/DISABILITY INS.	05/25/21	\$822.58	\$822.58	10-20-63050	PUBLIC WORKS-	\$0.00	(\$12,664.26)
							\$822.58				

Municipality of Powassan  
A/P Preliminary Cheque Run

(Council Approval Report)

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
10249	TROUT CREEK FEED STORE, 3527 HIGHWAY 522B, TROUT CREEK, ON, P0H 2L0								
47031	05/25/21 FENCE POSTS LIFT		05/25/21	\$656.35	\$656.35	10-20-63270	ROADSIDE	\$0.00	(\$31.54)

Total PUBLIC WORKS

\$2,002.45

BUILDING DEPARTMENT

10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4								
june 2021	05/25/21 BUILDING INSPECTOR LIFE/DISABILITY INS.		05/25/21	\$248.53	\$248.53	10-45-62700	BUILDING INSPECTOR	\$0.00	(\$2,301.77)

Total BUILDING DEPARTMENT

\$248.53

\$248.53

RECREATION

8927	POWASSAN HOME HARDWARE & AUTO PARTS, P.O. BOX 148, POWASSAN , ON, P0H 1Z0								
49598	05/25/21 LUMBER FOR DOCK		05/25/21	\$18.76	\$18.76	10-55-67010	PARKS-MAT/SUPPLIES	\$0.00	(\$890.83)

Total RECREATION

\$18.76

\$18.76

TROUT CREEK COMMUNITY CENTRE

9188	EMPLOYEE								
DENTAL 5/20/2021	05/25/21 DENTAL		05/25/21	\$301.68	\$301.68	10-75-61510	BENEFITS	\$0.00	(\$1,992.27)

10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4								
june 2021	05/25/21 TCCC LIFE/DISABILITY INS.		05/25/21	\$187.07	\$187.07	10-75-61510	BENEFITS	\$0.00	(\$1,992.27)

\$187.07

\$187.07

Total TROUT CREEK COMMUNITY CENTRE

\$488.75

SPORTSPLEX

9926	AGILIS NETWORKS, 500 REGENT STREET, SUDBURY, ON, P3E 3Y2								
3111682 521	05/25/21 OFFICE EXPENSES		05/25/21	\$250.00	\$250.00	10-80-61555	OFFICE EXPENSES	\$0.00	(\$2,399.48)

10061	MANULIFE FINANCIAL, PREMIUM ADMINISTRATION (VO), P.O. BOX 1627, WATERLOO, ON, N2J4P4								
june 2021	05/25/21 SP LIFE/DISABILITY INS.		05/25/21	\$187.07	\$187.07	10-80-61510	BENEFITS	\$0.00	(\$2,111.87)

\$187.07

\$187.07

Total SPORTSPLEX

\$437.07

Total Bills To Pay:

\$8,316.73