



## **TOWNSHIP OF ASSIGINACK**

### **REGULAR MEETING OF COUNCIL**

**To Be Held in the Council Chambers  
Tuesday, October 18, 2016 at 5:00 p.m.**

#### **Council's Regular Meeting Agenda**

#### **For consideration:**

##### **1. OPENING**

- a) Adoption of Agenda
- b) Disclosure of Pecuniary Interest and General Nature Thereof  
*Resolutions prepared*

##### **2. ANNOUNCEMENTS**

##### **3. ADOPTION OF MINUTES**

- a) Regular Council Meeting of October 4, 2016 (p.3)
- b) Manitoulin East Municipal Airport Commission Meeting of October 3, 2016 (p.7)
- c) Manitoulin Planning Board Meeting of September 27, 2016 (p.8)
- d) Sudbury & District Board of Health Meeting of September 15, 2016 (p.19)  
*Resolutions prepared*

##### **4. DELEGATIONS**

##### **5. REPORTS**

- a) Norisle Marine Surveys (p.25)  
*Resolution prepared*

##### **6. ACTION REQUIRED ITEMS**

- a) Accounts of Payment: General: \$136,954.89 Payroll: \$19,032.87 (p.28)
- b) Clean Water and Wastewater Fund Application (p.32)
- c) 4elements Living Arts Drawing Box Request (p.34)  
*Resolutions prepared*

## **7. INFORMATION ITEMS**

- a) Municipality of East Ferris: Clean Water and Wastewater Fund (p.38)
- b) O.P.P. Annual Billing Statement (p.39)
- c) Ministry of Natural Resources and Forestry: Aggregate Resources Act (p.49)
- d) Township of Madawaska Valley: Private Member's Bill 21 (p.51)
- e) Grey County: Access & Delivery of Hydro (p.52)
- f) Vigor Clean Tech Monthly Production Report (p.53)
- g) AMO: What's Next Ontario? (p.55)
- h) OGRA Board of Directors: Call for Nominations (p.58)  
*Resolutions prepared*

## **8. BY-LAWS**

- a) By-law #16-15: Authorize an Agreement with Northern 911 Communication Services Inc.  
(p.62)

## **9. CLOSED SESSION**

## **10. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**  
**MINUTES OF THE REGULAR COUNCIL MEETING**

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, October 4<sup>th</sup>, 2016 at 7:00 p.m.

- Present:** Mayor Paul Moffatt  
Councillor Robert Case  
Councillor Brenda Reid
- Excused:** Councillor Les Fields  
Councillor Hugh Moggy
- Staff:** Jeremy Rody, Clerk  
Ron Cooper, Public Works Superintendent  
Jackie White, Project & Events Coordinator
- Press:** Alicia McCutcheon, Expositor
- Others:** Sylvia Moggy, Manitoulin Light Horse Club

**OPENING:**

**#278-20-16 B. Reid – R. Case**

THAT the Regular Meeting of the Council of the Corporation of the Township of Assiginack be opened for business with a quorum of members present at 7:00 p.m., with Mayor Moffatt presiding in the Chair. CARRIED

**AGENDA:**

**#279-20-16 R. Case – B. Reid**

THAT the agenda for this meeting be amended by adding the following item:

6-F) Manitoulin Light Horse Club Request

AND THAT the agenda be accepted as amended. CARRIED

**DISCLOSURE OF PECUNIARY INTEREST:**

Councillor Reid disclosed a direct pecuniary interest in Agenda Item 6A Payroll as her husband is an employee of the Township. She did not take part in any discussion, attempt to influence the vote or vote on the matters.

**ANNOUNCEMENTS:**

Councillor Case commented that the 'No Exit' sign that was requested to be put up in McLay's subdivision is to replace the previous 'No Exit' sign at that location. The sign request was for a replacement rather than a new installation.

**ADOPTION OF MINUTES:**

**#280-20-16 B. Reid – R. Case**

THAT the minutes of the Regular Council Meeting of September 20, 2016, be accepted. CARRIED

**#281-20-16 R. Case – B. Reid**

THAT the minutes of the Assiginack Public Library Board meeting of June 15, 2016, be accepted. CARRIED

**#282-20-16 R. Case – B. Reid**

THAT the minutes of the Assiginack Public Library Board Special meeting of August 23, 2016, be accepted. CARRIED

**DELEGATIONS:**

There were no delegations.

**REPORTS:**

**#283-20-16 B. Reid – R. Case**

THAT the Staff Report titled, Manitoulin Deer Show Summary, be accepted. CARRIED

**ACTION REQUIRED ITEMS:**

**#284-20-16 R. Case – B. Reid**

THAT Council authorizes the following Accounts for Payment:

General: \$174,645.12

AND THAT the Mayor and administration be authorized to complete cheques #25942 through #25977 as described in the attached cheque register report. CARRIED

**#285-20-16 R. Case – P. Moffatt**

THAT Council authorizes the following Accounts for Payment:

Payroll: \$19,231.87

AND THAT the Mayor and administration be authorized to complete cheques #25937 through #25941 as described in the attached cheque register report. CARRIED

**#286-20-16 B. Reid – R. Case**

THAT Council approves the donation of 15 hours of ice-time to the Manitowaning Minor Hockey Association for the Pro-Tech Hockey Camp. CARRIED

**#287-20-16 R. Case – B. Reid**

THAT Council authorizes the CAO and the Clerk to attend the AMCTO Zone 7 Fall Workshop in Sudbury on October 20th and 21st, 2016. CARRIED

**#288-20-16 B. Reid – R. Case**

THAT the Council of the Corporation of the Township of Assiginack acknowledges the grant received from the Canada Post Community Foundation which will benefit the expanded Assiginack Public Library. CARRIED

**#289-20-16 R. Case – B. Reid**

THAT the Council of the Corporation of the Township of Assiginack approve an application to the Canada 150 Fund for an Enhanced Canada Day Celebration. CARRIED

**#290-20-16 B. Reid – R. Case**

THAT Council approves the request from the Manitoulin Light Horse Club to use the Horse Ring at the Assiginack Fairgrounds for a Horse Show on Saturday, October 22, 2016. CARRIED

**INFORMATION ITEMS:**

**#291-20-16 R. Case – B. Reid**

THAT we acknowledge receipt of the following correspondence items:

- a) Town of Aurora Council Resolution: OMB Reform
  - b) Manitoulin-Sudbury District Services Board: Second Quarter Activity Report
  - c) Manitoulin Island Cycling Advocates Letter
  - d) Ministry of Community Safety & Correctional Services: Provincial Emergency Management Review
  - e) Bill Mauro, Minister of Municipal Affairs: ROMA Conference
- CARRIED

**BY-LAWS:**

**#292-20-16 B. Reid – R. Case**

THAT By-law #16-14, being a by-law to authorize a Contribution Agreement between Her Majesty the Queen in Right of Ontario and the Corporation of the Township of Assiginack regarding the Ontario Community Infrastructure Fund – Formula-based Component, be given its first, second, and third readings and enacted in open Council.  
CARRIED

**CLOSING:**

**#293-20-16 R. Case – B. Reid**

THAT we adjourn until the next regular meeting or call of the Chair. CARRIED

\_\_\_\_\_  
Paul Moffatt, MAYOR

\_\_\_\_\_  
Jeremy Rody, CLERK

7:15 p.m.

These Minutes have been circulated but are not considered Official until approved by Council.

**Manitoulin East Municipal Airport Commission Inc.  
Commission Meeting Minutes**

**October 3, 2016**

**Present: M. Gauthier, D. Williamson , D. Orr, P. Skippen, B. Case, P. Moffat, G. Dobbs**

**Meeting called to order by M. Gauthier at 7 PM**

**Declaration of pecuniary interest- nil**

**Motion 2016 10 54**

**Moved by P. Skippen**

**Second by D. Orr**

**Resolved that the Commission approves the agenda for the meeting of October 4, 2016**

**Carried**

**Motion 2016 10 55**

**Moved by B. Case**

**Second by P. Skippen**

**Resolved that the Commission approves the minutes of the meeting of September 12, 2016**

**Carried.**

**Motion 2016 10 56**

**Moved by P. Moffat**

**Second by D. Orr**

**Resolved that the Commission accept the managers' report for September 2016.**

**Carried**

**Motion 2016 10 57**

**Moved by P. Moffat**

**Second by B. Case**

**Resolved that the Commission accept the treasurers' report for August 2016.**

**Carried**

**Motion 2016 10 58**

**Moved by P. Skippen**

**Second by B. Case**

**Resolved that the Commission agrees to rent the 40 x 40 industrial unit to Acton Contracting Ltd. for an annual fee of six thousand dollars plus HST plus the cost of any propane fuel use and the cost of electricity used pending confirmation that the taxes on the unit will not be increased due to the occupancy.**

**Carried**

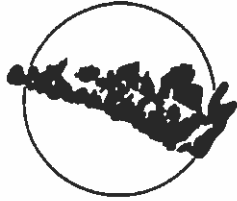
**Motion 2016 10 59**

**Moved by B. Case**

**Second by P. Moffat**

**Resolved that the Commission meeting of October 3, 2016 does now adjourn.**

**Carried**



October 3, 2016

**MINUTES OF PLANNING BOARD MEETING - September 27, 2016**

At a Meeting of the Manitoulin Planning Board, held in the Board Room at the Planning Board Office, Gore Bay, Ontario, on September 27, 2016, the following Members of Planning Board were present:

- |    |            |    |             |
|----|------------|----|-------------|
| 1. | D. Osborne | 5. | R. Stephens |
| 2. | P. Moffatt | 6. | I. Anderson |
| 3. | M. Peters  | 7. | L. Hayden   |
| 4. | K. Noland  | 8. | D. Head     |

Regrets: A. H. Hunt, E. Russel and L. Addison

Also in attendance were:

Peter Favot, agent, Applications for Consent, File No's. B15-16 and B16-16;  
Peter and Janet Fathers, applicant, Application for Consent, File No. B16-16;  
John and Allison Dwyer and Sam and Yvonne Bondi, interested parties,  
Applications for Consent, File No's. B15-16 and B16-16; and  
T. Sasvari, reporter, Manitoulin West Recorder.

There were no other interested parties or members of the general public or press in attendance.

The Meeting was called to Order at 7:00 P.M. by Chair K. Noland, who welcomed all present.

The Chair asked if there were any Board Members who wished to declare a conflict of interest with any of the items listed on the agenda or having to do with the previous Board Meeting of August 30, 2016. There were no conflicts declared.

**1. ORDER OF BUSINESS**

The Chair requested the adoption of the order of business with the addition of Item 5 a) iv) OMB Appeal. The following motion resulted:

**MOTION**

It was moved by P. Moffatt and seconded by D. Osborne that the Order of Business be adopted as amended. - Carried.

**2. MINUTES OF PREVIOUS BOARD MEETING - August 30, 2016.**

The Chair announced that the Minutes of the Board Meeting held August 30, 2016 had been circulated to all Board Members and requested that any errors or omissions be stated.

There being no errors or omissions, a motion was moved by I. Anderson and seconded by R. Stephens that the Minutes be adopted as circulated. - Carried

**BUSINESS ARISING FROM THE MINUTES OF THE PREVIOUS BOARD MEETING  
- August 30, 2016**

There was none.

**3. VARIABLE EXPENDITURES**

There were no questions of the variable expenditures as circulated.

**MOTION**

It was moved by L. Hayden and seconded by P. Moffatt that the variable expenditures be accepted as presented. - Carried.

**4. PRESENTATION OF APPLICATIONS FOR CONSENT**

The Chair announced that the applications for consent to sever would now be heard.

Note: For the sake of continuity the details and decisions of the presentations will be so recorded in the usual fashion toward the end of the Minutes.



Minutes of Board Meeting  
September 27, 2016

5. GENERAL, REGULAR AND NEW BUSINESS

a) General Up-date by Secretary-Treasurer

i) Ontario Association of Committees of Adjustment Fall Seminar

Deputy Secretary-Treasurer Theresa Carlisle thanked the Board for the opportunity to attend this seminar held on September 22 and 23, 2016 in Orangeville and confirmed that this seminar had many excellent presentations and provided for great networking.

ii) Central Ontario Orthophotography Project (COOP) 2016

The Secretary-Treasurer provided the Board Members with copies of the draft Participant and Sub-Licence Agreements for the COOP 2016 Project. The final cost for the Planning Area is \$11,081.93 plus HST, which is approximately \$3.49 + HST per sq. km.

The Secretary-Treasurer reminded the Board that during the Board Meeting of April 26, 2016 a motion had been moved, duly seconded and carried authorizing the Chair and the Secretary-Treasurer to sign the contract with the MNRF for the COOP 2016 Project within the estimated costs, which at that time were estimated to be in the range of \$5.00 to \$6.00 per tile/sq. km. The Board were requested to consider it may be more appropriate to permit Jake Diebolt to be authorized to sign this contract and be the contact with the Ministry.

MOTION

It was moved by L. Hayden and seconded by D. Head that Jake Diebolt be authorized to sign the Participant and Sub-licence Agreements for the COOP 2016 Project on behalf of the Manitoulin Planning Board. - Carried.

iii) Transition of Planning Authority  
- Town of Northeastern Manitoulin and the Islands

The Chair advised the Board that he had received a request from Mayor Al MacNevin to meet with the Board Executive and he had provided a list of items to be discussed regarding the transition plan. Following is the list provided with additional comments provided by the Secretary-Treasurer (bold and underlined) for the information of the Board.

Transition Plan

**Date of Transition**

The date of transition will be the date determined in the Minister's Letter granting planning authority. It would be preferable if this date was January 1, 2017.

**To be determined by the Ministry.**

**Applications in Process**

Any application for which a fee is received prior to December 31, 2016, will be processed by the Planning Board, with the decision being made by NEMI as the planning authority.

**At the present time there are only 2 applications that have been conditionally approved and not given final approval, i.e. certified, and one of them will lapse in December.**

**An application for a Plan of Subdivision, File SUB2014-02, Ireson Island, has been deferred waiting for the completion of an Environmental Impact Assessment which the consultants do not anticipate the EIA will be complete before January 2017, this file would be transferred to NEMI for further consideration.**

**GIS Data**

All GIS data (including COOP) to be provided to NEMI in the appropriate format (ESRI).

**The GIS data is regularly updated and provided to all Municipalities. It is unclear whether the Teranet Parcels can be continued to be used by a Municipality no longer part of the Planning Board. NEMI may need to secure a licence from Teranet to use these parcels.**

**There will be a sublicense agreement with all Municipalities for the COOP2016 project and will form part of the GIS data transfer.**

**There will be no further updates of the GIS data performed by the Board office after the date of transition.**

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5. GENERAL, REGULAR AND NEW BUSINESS

- a) General Up-date by Secretary-Treasurer  
iii) Transition of Planning Authority  
- Town of Northeastern Manitoulin and the Islands - Continued

Transition Plan Continued:

Historical Information and Files

Copies of all files relating to NEMI applications subsequent to amalgamation to be provided to NEMI

**All Municipalities are provided with every application and decision as part of the process. The GIS has reference to all planning file numbers.**

**Should copies of any files be required it will be at a cost for time and copies.**

Future Communications

Notice of all planning applications to be provided by NEMI to the Planning Board and notice of all planning applications to the Planning Board are to be provided to NEMI.

**Do not consider it necessary to circulate all planning applications between planning authorities with exceptions as required under the Planning Act. As a courtesy, it would be considered appropriate to circulate any applications within 1 km of the boundaries between authorities.**

Financial

Annual Fees

No annual allocation paid by NEMI beyond 2016.

**This is assuming that the transition is complete by January 1, 2017. There would be no requisition to a Municipality that is not part of the Planning Board.**

Assets

Planning Board Assets

All assets not specifically identified in the Transition Plan remain the property of the Planning Board.

Reserve Funds

33% of all unallocated reserves to be paid to NEMI by the Planning Board by January 1, 2017

**Planning Board is a Body Corporate therefore owns its assets and reserve funds. Under the Planning Act the Board are permitted to requisition from the Municipalities the financial requirements for the year and to establish a tariff of fees for processing of applications for planning matters.**

**The reserve funds have been built from years of higher than anticipated applications and in turn the reserves have been used to cover years when applications have been lower than anticipated.**

The general discussion regarding the proposed transition items did not result in additional comments. Board Member R. Stephens confirmed that he agreed with the comments regarding the reserve funds belonging to the Corporation.

The Chair confirmed that he would offer for the Executive Committee and staff to meet with Mr. MacNevin at a mutually agreeable time.

- iv) OMB Appeal - Application for Consent  
File No's.: B09-16, B10-16 and B11-16  
Owners: F. Tann and 1662201 Ontario Limited  
Location: Part Lots 22 and 23, Conc. VII  
Being Parts 1 and 2, Plan 31R-3131  
Township of Sandfield  
Municipality of Central Manitoulin  
District of Manitoulin

The Secretary-Treasurer advised that an appeal for the subject applications had been received on September 16, 2016 from Richard James supported by the Big Lake Association. The appeal states there is concern for the protection of the wetland area and that the Council for Central Manitoulin did not comment on the application.

Minutes of Board Meeting  
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5. GENERAL, REGULAR AND NEW BUSINESS

- a) General Up-date by Secretary-Treasurer
  - iv) OMB Appeal - Application for Consent - Continued

The Secretary-Treasurer advised that she had invited Mr. James and any other interested members of the Big Lake Association to meet with her to discuss the appeal as submitted, which resulted in a meeting with Mr. James and Sue and Bill Rumball on the morning of September 27, 2016.

This meeting consisted of discussion of the following:

- circulation and public notice of applications;
- advising that any person or group can request to be circulated planning related applications, which would go beyond the requirements of the Planning Act and would have given the Association notice of the application;
- the concerns of shoreline improvements destroying the wetlands are protected by the Conservation Zoning;
- the requirement for permission from the Municipality for all shoreline improvements;
- requesting the Municipality to circulate any requests for shoreline improvements on Big Lake to the Big Lake Association;
- the request for the shoreline area within the conservation zone to not be included within the lots proposed was not feasible as the lots would then not have a frontage as required;
- the Board could not deny an application for reasons of concern that future owners will destroy the conservation zone but need to rely on other enforcement measures;
- the Natural Heritage Features Assessment Report, prepared by Tulloch Environmental, did not identify any need for additional assessment to be completed; and
- review of previous approvals granted, i.e. the Young Subdivision and the Ministry of Natural Resources confirming that the flow of water from Dace Lake to Big Lake does not fall within the Public Lands Act or the Lakes River Improvement Act.

This meeting ended with the appellant advising he would review the information and advise if he wished to proceed with the appeal by October 3, 2016.

PRESENTATION OF APPLICATIONS FOR CONSENT TO SEVER

The Chair announced that the purpose of this phase of the meeting is:

- (a) to consider applications for consent under Section 52 of the Planning Act,
- (b) to make decision in regard to the applications scheduled to be heard, and, explained that this phase is open to the public and any interested parties will be given the opportunity to speak in support or oppose an application.

The Chair then asked if any Board Members have or wish to declare a "Conflict of Interest", at this meeting or previous meeting. There were no conflicts declared.

PRESENTATION OF APPLICATIONS FOR CONSENT TO SEVER - Continued

Following is the list of Applications for Consent considered at this meeting.

		<u>Moved By</u>	<u>Seconded By</u>
1.	B15-16 A. & S. LeBlanc	D. Head	D. Osborne
2.	B16-16 P. & J. Fathers	M. Peters	I. Anderson

It was moved and seconded that the above applications be conditionally approved, subject to all conditions being fulfilled as stated in the Decisions. - Carried.

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Application File No.: B15-16 No. of Members Present: 8

Date of Decision: September 27, 2016

Location of Property: Part Lot 1, Conc. XI, Being Lots 21 & 22 and Part Lot 23, West Side  
McNevin Street, Townplot 6 – Providence Bay, Township of Carnarvon,  
Municipality of Central Manitoulin, District of Manitoulin

#### DECISION

The purpose of this application made under Section 53(1) of the Planning Act by Andre and Susan LeBlanc is to provide for a lot addition, being Part Lot 23, W/S McNevin Street, having an irregular width of  $\pm 7.1$  M., an average length of  $\pm 11$  M., and an area of  $\pm 78$  Sq. M., which is to be added to lands owned by Peter and Janet Fathers being Part Lot 23 and Lot 24, W/S McNevin Street, having a frontage of  $\pm 30.9$  M. on McNevin Street, a maintained township road, a depth of 40.5 M. and containing an area of  $\pm 947$  Sq. M. This lot addition is necessary to correct an encroachment of the neighbour's dwelling and will result in a lot having a frontage of  $\pm 30.9$  M. on McNevin Street, a maintained township road, an irregular depth of  $\pm 40.5$  M., thereby containing a total area of  $\pm 1,025$  Sq. M. This land is the former site of the Bayside Inn/Restaurant which is now vacant.

The land to be retained, being Lots 21 & 22 and Part Lot 23, W/S McNevin Street, has frontages of  $\pm 40.4$  M on Highway No. 551/Mira Street, a provincially maintained highway, and  $\pm 49.5$  M. on McNevin Street, a maintained township road, and an irregular depth of  $\pm 40.4$  M., thereby containing an area of  $\pm 2,200$  Sq. M. There are no structures on this land.

There is a simultaneous Application for Consent, File No. B16-16, which proposes a lot addition, from Peter and Janet Fathers to Andre and Susan LeBlanc. The approval of Consent File No's. B15-16 and B16-16 will result in an exchange of land between neighbours and provide for a property boundary adjustment which will correct an encroachment of the dwelling.

There is also a Zoning Amendment Application, File No. 2-07ZBL-16-009, which proposes to rezone Lots 21 & 22 and Part of Lot 23, from Core Commercial (C1) Zone to Hamlet Residential (RH) Zone.

Services for the retained land will consist of private well and private individual sewage disposal system when required. The Sudbury and District Health Unit have advised they have no concerns as the retained portion would appear capable of development for installation of a septic tank and leaching bed system.

Access is via Highway No. 551/Mira Street, a provincially maintained highway, and McNevin Street, a maintained township road.

From information available the subject proposal does not appear to have any species at risk (SAR) concerns.

The proposal is considered to be consistent with the Provincial Policy Statement (PPS) 2014.

The subject land has been designated Hamlet District and zoned Core Commercial (C1) and Hamlet Residential (RH). A By-law Amendment Application, File No. 2-07ZBL-16-009, proposes to rezone from Core Commercial (C1) Zone to Hamlet Residential (RH) Zone which will permit residential uses within the subject land.

Official Plan Policy 15.6, states under ii) n):

*'Favourable consideration should be given for consents which have the effect of adding on to or enlarging existing residential lots which are substandard in respect to the minimum standards established by any Local Restricted Area (Zoning) By-law or Minister's Order.'*

During discussion of the application with Mr. Favot, agent, an explanation was requested why the applicant is proposing an angled line and it was explained that the Board favours straight lot lines rather than angled lot lines when possible.

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Application File No. B15-16 - continued  
September 27, 2016

The following letter from Peter Favot, agent for the application, resulted:

*The Manitoulin Planning Board has asked for an explanation of why the proposed boundary line is slanted and if we can further enlarge the Fathers property to provide 3M setbacks at the rear yard and side yard of their addition.*

*It can also be quickly appreciated by viewing the land survey that the proposed angled lot boundary creates a more useable property for both land owners, than the existing 90 degree awkward unusable lot shape.*

*My client John & Allison Dwyer have spent considerable time and sums of money for legal and Architecture/Urban Planning Consultants and have also given the Fathers property, 31 M2 of land free of charge, all in an effort to provide a solution to the sizeable lot encumbrance by the Fathers property that John Dwyer wishes to purchase. We have done all that we can and cannot donate additional property.*

*The present lot line setbacks are 1.83 M. from the NE corner of the Fathers addition and 2.04 M. from the NW corner and 1.47 M. from the NW corner if taken at a 45 degree angle. First it can be quickly seen in the land survey that not only is the building addition encumbering onto the LeBlanc property by 5.27M plus the required setback of 3M., but the existing residence has not been setback from the property line and is in fact located approximately 0.5M. plus the 3M required setback on the LeBlanc property. We cannot be expected to correct all of someone else's errors.*

*If my client John and Allison Dwyer had not spent time, effort and considerable consultant costs to devise an alternative solution, the only remaining alternative would be for the Father's and the LeBlanc's to bring legal action against the Municipality and the Provincial Land Titles for their unsaleable properties. My client the Dwyers have done and given all that they can to create and implement a solution to a sizeable property encumbrance. All the Dwyers wanted was to purchase an unencumbered piece of land and enjoy living in Providence Bay.'*

The application was circulated on September 12<sup>th</sup>, 2016 to the Municipality of Central Manitoulin and to all property owners within 60 metres and by the posting of a notice, clearly visible and legible from a public highway or other place to which the public has access, as required by Ontario Regulation 197/96.

The Municipality has advised that the subject land does not conform to Zoning By-law No. 2002-07. However, they do recommend consent be granted and did not request any specific conditions of Consent Approval.

Requirements for a Record of Site Condition (RSC), i.e. change of use to a more sensitive use, were discussed with the Clerk and CBO for the Municipality and the following email resulted:

'Theresa,  
The info you cited to Raymond was in regard to contaminated sites and Brownfield sites. I would consider this site neither of those. It was an old residence with a restaurant is all. From the pictures one can see that the old oil tanks were removed. I am of the opinion that an RSC is unnecessary in this case.....Ruth'

The following email was received from Trevor and Ingrid Blay on September 26<sup>th</sup>, 2016.

*'I wish to state a few concerns as a business owner of a Bed & Breakfast on the adjacent properties. (12 Mulchor Street our backyards abut) Primarily File No: B15-16 Subject land 5283 Highway 551/Mira Street.*

*When the Bayside Restaurant was in business and after it closed, (File No: B15-16) there was always a foul septic smell emanating from the property. We were not present when the demolition of the restaurant took place so we're not 100% comfortable about how it was performed. Our concerns are as follows:*

- 1) Was the basement structure completely removed?*
- 2) Was the septic tank removed?*
- 3) Was the field bed removed?*

*This also raises concern if there's any possibility of there being asbestos or any other contaminants buried.*

*Will the new owners be making any changes to the grade of the property that could cause possible contamination of our existing well water?*

*We would like to be assured by the Planning Board that these issues have been addressed in a proper manner prior to the future construction on this site.'*

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Application File No. B15-16 - continued  
September 27, 2016

This email was forwarded to the agent, Mr. Favot, and to the Municipality of Central Manitoulin.

There were no other inquiries or concerns received to the Planning Board Office, as a result of circulation to property owners within 60 metres and/or the posting of notice.

It was explained to the Board that a Record of Site Condition (RSC), which may be required if the change of land use was to a more sensitive use, i.e. Commercial use to a Residential use, could be considered during consideration of the rezoning application, File No. 2-07ZBL-16-009, or when a building permit is to be issued.

For the Board's consideration a sketch was provided showing the ±78 Sq. M. lot addition with an angled line (as submitted) and also a comparison showing the same area of 78 Sq. M. with straight lot lines with a 3 M. back yard setback which would conform to the Zoning By-law.

Peter Favot, agent on behalf of Susan and Andre LeBlanc, gave a review of the application and explained the connection between Consent File No's. B15-15 and B16-16 and Amendment Application File No. 2-07ZBL-16-009.

John and Allison Dwyer, proposed purchasers, Sam and Yvonne Bondi, interested parties, and Janet and Peter Fathers, owners of land benefiting from the lot addition, were also in attendance during consideration of the application.

There was discussion regarding requirements for a Record of Site Condition (RSC), the lot addition with angled lines vs the lot addition with straight lines, and what impact these would have on the application.

The general consensus of the Board was that the RSC is at the discretion of the Municipality during the zoning amendment and building application process.

Mr. Noland, Chair, asked Mr. Favot, Mr. & Mrs. Fathers and Mr. & Mrs. Dwyer if they had any concerns with amending the application to permit the lot addition having the same area of ± 78 Sq. M. with straight lines rather than having an angled line. All parties were satisfied that approval of the application, as revised, would not result in any concerns.

There was no one else in attendance who wished to speak in support or opposition to the application.

**Consent is tentatively granted to approve the addition as amended subject to the following conditions:**

The following documents must be submitted to the Secretary-Treasurer of the Board within one year from the date of the notice of decision for certification:

- a) the Transfer of Land form(s) prepared by a solicitor/lawyer; and
- b) a Schedule to the Transfer of Land form on which is set out the entire legal description of the parcel(s). This Schedule must also:
  - i) contain the names of the parties indicated on the Transfer of Land form; and
  - ii) state this conveyance is a consolidation of the severed lands with lands identified by the property identification number (PIN) and confirmed by a copy of the Parcel Register.

Accompanying the transfer documents shall be:

- i) a reference plan of survey, which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel(s) to which the consent approval relates;
- ii) an undertaking from a Solicitor stating that the severed parcel, will be consolidated on title with the benefiting lands at the time of registration of the Transfer, and a copy of the resulting Transfer, and the new resulting Property Identification Number (PIN) will be provided to the Manitoulin Planning Board;

Minutes of Board Meeting  
September 27, 2016

Application File No. B15-16 - continued  
September 27, 2016

- iii) confirmation that any portion of a travelled road, which is maintained by the municipality, encroaching on the subject land, has been surveyed and conveyed to the municipality, satisfactory to the municipality;
- iv) a fee of \$100.00 for each Transfer of Land submitted for Certification; and
- v) a written confirmation from the municipality that all outstanding municipal taxes have been paid.

**Note:** Subsection 3 or 5, as the case may be, of Section 50 of the Planning Act shall apply to any subsequent conveyances of or in relation to the parcel of land being the subject of this application.

**Note:** The subject property, previously owned by the Municipality, was formerly the Commercial Business known as the Bayside Inn/Restaurant which was demolished by the Municipality in 2002.

Minutes of Board Meeting  
September 27, 2016

Application File No.: B15-16 No. of Members Present: 8

Date of Decision: September 27, 2016

Location of Property: Part Lot 1, Conc. XI, Being Lot 24 and Part Lot 23, West Side  
McNevin Street, Townplot 6 – Providence Bay, Township of  
Carnarvon, Municipality of Central Manitoulin, District of Manitoulin

### DECISION

The purpose of this application made under Section 53(1) of the Planning Act by Janet and Peter Fathers is to provide for a lot addition, being Part of Lot 23, W/S McNevin Street, having a frontage of ±3.7 M. on McNevin Street, a depth of ±12.7 M., and an area of ±47 Sq. M., which is to be added to lands owned by Andre and Susan LeBlanc being Lots 21 & 22 and Part Lot 23, W/S McNevin Street, having frontages of ±40.4 M. on Highway 551/Mira Street, a provincially maintained highway, and ±49.5 M. on McNevin Street, a maintained township road, and depth of ±40.5 M. and containing an area of ±2,200 Sq. M. This lot addition will result in a lot having frontages of ±40.4 M. on Highway 551/Mira Street, and ±49.5 M. on McNevin Street, and a depth of ±40.4 M., thereby containing a total area of ±2,247 Sq. M.

The land to be retained, being Lot 24 and Part Lot 23, W/S McNevin Street, has a frontage of ±27.2 M on McNevin Street, a maintained township road, and a depth of ±40.5 M., thereby containing an area of ±900 Sq. M. The applicant's dwelling and accessory shed are located on this land. An addition to the dwelling, in 2010, resulted in an encroachment into land to the north, owned by the LeBlancs.

There is a simultaneous Application for Consent, File No. B15-16, which proposes a lot addition, from Andre and Susan LeBlanc to Peter and Janet Fathers. The approval of Consent File No's B15-16 and B16-16 will result in an exchange of lands between neighbours and provide for a property boundary adjustment which will correct an encroachment of the Father's dwelling.

There is also a Zoning Amendment Application, File No. 2-07ZBL-16-009, which proposes to rezone Lots 21 & 22 and Part of Lot 23, land owned by Mr. and Mrs. LeBlanc, from Core Commercial (C1) Zone to Hamlet Residential (RH) Zone.

Services for the retained land consist of private well and private individual sewage disposal system. Accompanying the application was a letter, dated June 14, 2010, to Mr. and Mrs. Fathers from The Sudbury and District Health Unit, with regard to the Renovation Permit to add 770 sq. Ft. of living space to their dwelling, File No. 402-10-RE001, as follows:

*'Further to your application received on June 10, 2010, the proposal as submitted would not appear to contravene the Ontario Building Code respecting sewage systems.*

*'Therefore, the Sudbury and District health Unit has no objection at this time. We recommend, however, that the existing sewage system be protected from damage during the new construction.'*

Access is via McNevin Street, a maintained township road.

From information available the subject proposal does not appear to have any species at risk (SAR) concerns.

The proposal is considered to be consistent with the Provincial Policy Statement (PPS) 2014.

The subject land has been designated Hamlet District and zoned Hamlet Residential (RH).

Official Plan Policy 15.6, states under ii) n):

*'Favourable consideration should be given for consents which have the effect of adding on to or enlarging existing residential lots which are substandard in respect to the minimum standards established by any Local Restricted Area (Zoning) By-law or Minister's Order.'*

The application was circulated on September 12<sup>th</sup>, 2016 to the Municipality of Central Manitoulin and to all property owners within 60 metres and by the posting of a notice, clearly visible and legible from a public highway or other place to which the public has access, as required by Ontario Regulation 197/96.



Minutes of Board Meeting  
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Application File No. B16-16 - continued  
September 27, 2016

The Municipality has advised that the subject land does not conform to Zoning By-law No. 2002-07. However, they do recommend consent be granted and did not request any specific conditions of Consent Approval.

This email was forwarded to Mr. Favot, agent for the application, and to the Municipality of Central Manitoulin.

There were no other inquiries or concerns received to the Planning Board Office, as a result of circulation to property owners within 60 metres and/or the posting of notice.

It was explained to the Board that a standard condition of consent is:

*'proof satisfactory to Planning Board that all minimum yard requirements, resulting from the new lot line(s), conform to the Zoning By-law.'*

For the Board's consideration it was explained that the minimum side yard and rear setback requirements, in a Hamlet Residential (RH) Zone, is 3.0 M. Due to a resulting north east lot line being reduced from  $\pm 5.5$  M. to  $\pm 1.83$  M. it may be considered that an amendment application, approving reduced yard setbacks, be required as a condition of Consent Approval.

Peter Favot, agent on behalf of Janet and Peter Fathers, gave a review of the application and explained the connection between Consent File No's. B15-15 and B16-16 and Amendment Application File No. 2-07ZBL-16-009.

Janet and Peter Fathers, applicants, Sam and Yvonne Bondi, interested parties, and John and Allison Dwyer, proposed owners of land benefiting from the lot addition, were also in attendance during consideration of the application.

Further to the discussion of the application, the general consensus of the Board was that an amendment application permitting a reduced north side lot line would be considered appropriate, which would bring Mr. and Mrs. Father's property into conformity with Zoning By-law No. 2002-07 for the Municipality of Central Manitoulin.

There was no one else in attendance who wished to speak in support or opposition to the application.

**Consent is tentatively granted, subject to the following conditions:**

The following documents must be submitted to the Secretary-Treasurer of the Board within one year from the date of the notice of decision for certification:

- a) the Transfer of Land form(s) prepared by a solicitor/lawyer; and
- b) a Schedule to the Transfer of Land form on which is set out the entire legal description of the parcel(s). This Schedule must also:
  - i) contain the names of the parties indicated on the Transfer of Land form; and
  - ii) state this conveyance is a consolidation of the severed lands with lands identified by the property identification number (PIN) and confirmed by a copy of the Parcel Register.

Accompanying the transfer documents shall be:

- i) a reference plan of survey, which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel(s) to which the consent approval relates;
- ii) an undertaking from a Solicitor stating that the severed  $\pm 47$  Sq. M. parcel, will be consolidated on title with the benefiting lands at the time of registration of the Transfer, and a copy of the resulting Transfer, and the new resulting Property Identification Number (PIN) will be provided to the Manitoulin Planning Board;
- iii) confirmation that any portion of a travelled road, which is maintained by the municipality, encroaching on the subject land, has been surveyed and conveyed to the municipality, satisfactory to the municipality;
- iv) a copy of an approved amendment to Zoning By-law No. 2002-07, permitting a reduced north side yard, in a Hamlet Residential (RM) Zone;

Minutes of Board Meeting  
September 27, 2016

Application File No. B16-16 - continued  
September 27, 2016

- v) a fee of \$100.00 for each Transfer of Land submitted for Certification; and
- vi) a written confirmation from the municipality that all outstanding municipal taxes have been paid.

Note: Subsection 3 or 5, as the case may be, of Section 50 of the Planning Act shall apply to any subsequent conveyances of or in relation to the parcel of land being the subject of this application.

\*\*\*\*\*

The time now being 8:47 p.m. and all business before the Board having been dealt with, the Meeting was adjourned on a motion moved by D. Head.

K. E. NOLAND, CHAIR

E. L. CARTER, SECRETARY-TREASURER

**UNAPPROVED MINUTES – SIXTH MEETING  
SUDBURY & DISTRICT BOARD OF HEALTH  
SUDBURY & DISTRICT HEALTH UNIT, BOARDROOM  
THURSDAY, SEPTEMBER 15, 2016, AT 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Maigan Bailey  
René Lapierre  
Ken Noland  
Carolyn Thain

Janet Bradley  
Richard Lemieux  
Rita Pilon

Robert Kirwan  
Paul Myre  
Mark Signoretti

**BOARD MEMBERS REGRETS**

Jeffery Huska

Stewart Meikleham

**STAFF MEMBERS PRESENT**

Megan Dumais  
Renée St Onge

Sandra Laclé  
Dr. P. Sutcliffe

Rachel Quesnel  
Dr. A Zbar

Media

**R. LAPIERRE PRESIDING**

**1.0 CALL TO ORDER**

The meeting was called to order at 1:30 p.m.

- i) Letter from the City of Greater Sudbury Re: Appointment to the Sudbury & District Board of Health: Citizen Appointment - Maigan Bailey dated July 14, 2016

City of Greater Sudbury appointee, Maigan Bailey was introduced and welcomed to her first Board meeting. It was noted that an indepth orientation session was held for M. Bailey on August 30.

Associate Medical Officer of Health, Dr. Ariella Zbar, was Introduced and welcomed. Dr. Zbar began employment with the Sudbury & District Health Unit on August 8. Staff and Board members had an opportunity to meet Dr. Zbar at a celebration the afternoon of August 8.

**2.0 ROLL CALL**

**3.0 REVIEW OF AGENDA / DECLARATIONS OF CONFLICT OF INTEREST**

There were no declarations of conflict of interest.

**4.0 DELEGATION / PRESENTATION**

- i) **Anti-Texting And Driving Strategies: A Collaborative Research Project**
  - Suzanne Lemieux, Manager, Resources, Research, Evaluation and Development Division

Suzanne Lemieux was introduced and invited to present a successful community-university research collaboration on the topic of texting and driving.

Board members were reminded that, as a Teaching Health Unit, the SDHU has a long history of collaboration with Laurentian University for teaching and research.

The purpose of this specific project was to critically examine youth's perception of anti-texting and driving strategies and to understand the deterrents to youth texting and driving. Four phase project:

- 1) systematic literature review
- 2) survey of youth
- 3) eye-tracking advertisement study
- 4) interviews with youth

Some key findings included that compared to 6% in Ontario in 2015, 48% of youth surveyed in our catchment area admit to texting and driving. Youth are not aware of the consequences of texting and driving as it relates to crashes, which are 23 time more likely in texters and drivers. Youth have shared that it would take a crash or a ticket to stop them from texting and driving.

The final fourth phase of the project, which includes interviews with youth and engage youth in developing effective strategies, is currently underway and is funded by the Louise Picard Public Health Research Grant which is a joint LU-SDHU grant.

Questions were entertained and suggestions made to share findings such as with Health Sciences North, to advocate for changes such as including penalty questions on the driving exam and to reach out to other partners to further the knowledge exchange.

## **5.0 CONSENT AGENDA**

There were no consent agenda items identified for discussion.

- i) Minutes of Previous Meeting**
  - a. Fifth Meeting – June 16, 2016
- ii) Business Arising From Minutes**
  - None
- iii) Standing Committees**
  - a. Board Executive Committee – Unapproved Minutes dated June 28, 2016
- iv) Report of the Medical Officer of Health / Chief Executive Officer**
  - a. MOH/CEO Report, September 2016
- v) Correspondence**
  - a. **SDHU Associate Medical Officer of Health Appointment**
    - Letter from the Minister of Health and Long-Term Care dated August 16, 2016

**b. HPV Immunization Program Funding**

- Letter from the Algoma Board Chair to the Minister of Health and Long-Term Care dated May 31, 2016

**c. Environmental Health Program Funding**

- Letter from the Algoma Board Chair to the Minister of Health and Long-Term Care dated May 26, 2016

**d. Patients First Discussion Paper**

- Letter from the County of Lambton Board Chair to the Minister of Health and Long-Term Care dated July 14, 2016

**e. Proposed Domestic and Sexual Violence Workplace Leave, Accommodation and Training Act**

- Letter from the Windsor-Essex County Health Unit to the Honourable Peggy Sattler, MPP (London West) dated June 23, 2016

**f. Basic Income Guarantee**

- Letter from the Simcoe Muskoka District Health Unit to the Premier of Ontario dated June 15, 2016
- Email and Position Statement from the Haliburton, Kawartha Pine Ridge District Health Unit to Ontario health units dated June 29, 2016

**g. Cannabis**

- Letter from the Wellington-Dufferin-Guelph Public Health to the Prime Minister of Canada dated June 1, 2016
- Email from the Minister of Justice and Attorney General of Canada to Dr. Sutcliffe dated June 29, 2016
- Letter from the County of Lambton to the Prime Minister of Canada dated July 14, 2016

**h. Food Security**

- Letter from the Thunder Bay District Board Chair to the Thunder Bay DSSAB dated May 19, 2016

**i. Community Water Fluoridation**

- Letter from the Peterborough Public Health Board Chair to the Minister of Health and Long-Term Care dated June 21, 2016

**vi) Items of Information**

- |   |               |
|---|---------------|
| a. aPHa Information Break   | July 13, 2016 |
| b. MOHLTC Organizational Governance Committee for Standards Modernization Highlights #1 | June 2016     |
| c. MOHLTC Standards Modernization Executive Steering Committee Highlights #2            | June 2016     |
| d. MOHLTC Accountability Committee for Standards Modernization Highlights #2            | July 2016     |

e. MOHLTC Accountability Committee for Standards  
Modernization Highlights #3

August 2016

Further to the MOH/CEO report update regarding the Needle Exchange Program rates, additional information will be provided at a future Board meeting regarding the Needle Exchange Program/Harm Reduction program.

Board members are encouraged to complete the annual board self-evaluation as it has a direct impact on the results of our performance monitoring indicators.

Dr. Sutcliffe clarified that we do not expect there to be unmanageable financial impacts of the expansion of the HPV vaccination program to include Grade 7 boys and girls in addition to Grade 8 girls. The dosing schedule has changed from three to two doses and the health unit continues to receive funding on a per dose basis. This provincial announcement has been welcomed by all local public health units.

**43-16 APPROVAL OF CONSENT AGENDA**

***Moved by Bailey – Thain: THAT the Board of Health approves the consent agenda as distributed.***

**CARRIED**

**6.0 NEW BUSINESS**

**i) Baby-Friendly Organizational Policy**

- Board of Health & the Baby-Friendly Initiative:  
What do I need to know about BFI?
- Key Messages
- BFI Organizational Policy and Procedure (C-I-20)
- Breastfeeding in the Workplace Policy and Procedure (K-V-41)

Megan Dumais, Director of Health Promotion, was invited to present to the Board on the Baby Friendly Initiative (BFI) to support their ongoing learning of the Sudbury & District Health Unit's role and requirements associated with becoming a BFI designated organization. The Baby Friendly curriculum requires annual orientation, and this presentation includes the annual refresher for board members.

Board members were reminded that the Ministry of Health and Long-Term Care's accountability agreement indicator includes BFI and achieving BFI designation is a performance indicator for all public health units and requires re-designation every five years.

M. Dumais explained the Baby Friendly Initiative (BFI), provided an overview of the requirements for BFI accreditation as well as an overview of SDHU BFI policy and its implications for the SDHU.

The other large part of BFI is the accreditation process which will occur from October 18 to the 20, 2016. External assessors will come to SDHU to review our BFI practices and interview staff and volunteer members, which includes one or more Board members.

Board members received electronic and print copies of the SDHU policies and procedures that have been approved by Senior Management Executive Committee and placed in the General Administrative Manual that is available to all health unit staff. In addition to understanding how these policies and procedures effect board members, a specific handout clearly identifying how BFI relates to the Board's role was also shared.

The assessors have been asked to identify the date for which the Board can expect to receive call (through Board Secretary). This will be communicated as soon as it is known.

Dr. Sutcliffe concluded that the SDHU is taking this designation seriously as this is an Accountability Agreement and that all PHUs are required to comply with part of their funding agreement. The designation requirements are not inexpensive and the site visit, excluding staff's time is approximately \$10,000.

Questions entertained. M. Dumais was thanked for her presentation and leadership with this initiative.

## 7.0 ADDENDUM

### 44-16 ADDENDUM

*Moved by Pilon – Myre: THAT this Board of Health deals with the items on the Addendum.*

**CARRIED**

### DECLARATION OF CONFLICT OF INTEREST

There were no declarations of conflict of interest.

- i) **Ministry of Health and Long-Term Care (MOHLTC) Practice and Evidence Program Standards Advisory Committee (PEPSAC) Standards Modernization**
  - Highlights #2, September 2016

Dr. Sutcliffe, member of the PEPSAC, shared that regular highlights are being provided to the local public health units.

- ii) **MOHLTC Executive Steering Committee Standards Modernization**
  - Highlights #4, September 2016

No questions.

## 8.0 ANNOUNCEMENTS / ENQUIRIES

Inquiries and announcements were shared related to surplus school spaces and their potential use, elder friendly strategies and a winter coat collection campaign.

Board members were reminded that the date of the next regularly scheduled Board meeting is Thursday, October 20, 2016.

Board members were encouraged to complete the Board evaluation regarding today's Board meeting.

**9.0 ADJOURNMENT**

**45-16 ADJOURNMENT**

***Moved by Myre – Pilon: THAT we do now adjourn. Time: 2:33 p.m.***

**CARRIED**

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(Chair)

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(Secretary)

Unapproved



**MUNICIPALITY**



**OF ASSIGINACK**

**P.O. BOX 238 MANITOWANING, ON, P0P 1N0  
(705) 859-3196 or fax 859-3010  
[www.assiginack.ca](http://www.assiginack.ca)**

**REPORT TO COUNCIL  
October 13, 2016**

**TITLE:** Norisle Marine Surveys

**BACKGROUND:**

We have spent most of the summer looking at what and where we might send the Norisle and the lowest common denominator for the insurance company has been the requirement for surveys to confirm that the vessel is indeed seaworthy and can make any trip.

We have found companies that will do these surveys (one basically above the waterline and one below) and they have provided cost estimates for us. Even though once again, these costs were not part of the 2016 Capital Budget, I would recommend that we proceed for the following reasons:

- a) If the vessel is not seaworthy, our problem is much more difficult to address.
- b) If we have these surveys completed, we might be able to get estimates for moving the vessel to a final destination and without these estimates, we really can't lobby the senior government levels for financial assistance.
- c) If we get these surveys now, we can lobby through the winter at OGRA, ROMA etc.

**RECOMMENDATION:**

We would suggest that we contract these companies to provide survey reports to Council.

**FINANCIAL IMPLICATIONS:** See Attached.

**CONSULTATION:**

**DISPOSITION:** Council

## Alton Hobbs

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**From:** Kevin Cameron <namcan@cogeco.net>  
**Sent:** September-27-16 11:12 AM  
**To:** 'Alton Hobbs'  
**Subject:** RE: S.S. Norisle

Good Morning Alton,

Vessel inspections are carried out by North American Marine Inc. to assist with determining vessel condition, tow recommendations and the issuance of Certificates for Trip in Tow.

Generally a thorough Survey of the Vessel is carried out followed by Tow Recommendation / Modification Document for submission to the Towing Company or (Repair Contractor) and follow up visit to inspect towing equipment, hook up arrangement and development of Trip in Tow Document required for insurance purposes.

Travel Time Estimate: 7 hours each way (2 Return Trips Required)  
Survey Time Estimate: 4 - 6 hours Preliminary Inspection / 2 hours for Tow Hook Up & Equipment Inspection  
Office Time: 2 – 3 hours Report Development over course of Project

Costs associated with North American Marine Services would be as follows:

Approx. Fee (Travel / Survey / Office): \$5,000.00 - \$5,500.00

Approx. Expenses: \$2,500.00 - \$2,750.00

As per NAM Inc's Policy expenses are charged out at cost with no mark up.

I trust the above will answer enquiries as noted below but please feel free to contact our office to further discuss.

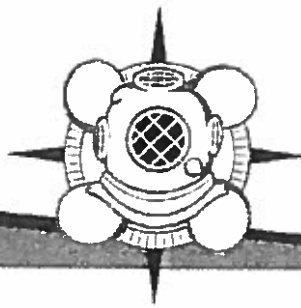
Regards,  
Kevin

*Kevin Cameron*  
*North American Marine Inc.*  
*Office: (905) 682-4515*  
*Cell: (905) 328-1068*  
*Email: [namcan@cogeco.net](mailto:namcan@cogeco.net)*  
*Website: [www.northamericanmarine.net](http://www.northamericanmarine.net)*

**From:** Alton Hobbs [<mailto:clerktreasurer@eastlink.ca>]  
**Sent:** September 27, 2016 10:31 AM  
**To:** [namcan@cogeco.net](mailto:namcan@cogeco.net)  
**Subject:** FW: S.S. Norisle

# ALL-SEA

UNDERWATER SOLUTIONS



RECEIVED  
SEP 02 2016

ALL-SEA GREAT LAKES  
9 Rondelle Place  
St. Catharines, ON  
Canada L2N 2V5  
T: +1 (905)933-1667  
F: +1 (905)935-8113

Date: September 1<sup>st</sup>, 2016

Quotation #: 407

Attn: Mr. Alton Hobbs  
Company: Township of Assiginack  
Address: 156 Arthur Street  
Manitowaning, ON  
POP 1N0  
E-Mail: clerktreasurer@eastlink.ca

Vessel: S.S. Norisle (215 Ft. 9 in L.O.A., 36 Ft. 3 in. Beam)  
Services: Underwater Survey  
Location: Manitowaning, ON, CAN

Per your request, the following is a quotation to perform an underwater survey of the S.S. Norisle in Manitowaning, ON, CAN.

Diving Services To Conduct U/W Survey: (estimated time 4-6 hrs. pricing based on 8hr)	\$ 2,400.00
Mob/Demob – (14 hrs)	\$ 2,730.00
Per-Diem (per day)	\$ 195.00
Truck Travel:	\$ 770.00

All pricing in Canadian Dollars  
Plus consumables @ cost plus 15%

**NOTES:**

- Berth must be suitable to accommodate this type of diving operation i.e. current, visibility, etc.
- Overtime (labour) hours (over 8 hours/day) to be charged as extra @ 1.5 x regular rate for 8 – 12hours, and 2 x regular rate for greater than 12 hours.
- Delays in the above, due to factors not in the control of All-Sea Great Lakes LTD., to be charged as extras over and above of the allocated hours.

**Other:**

- All-Sea Great Lakes (ASGL) will use its best efforts to complete the project in the time estimates given. Any delays, such as but not limited to environmental, interference from others, and any other factors not under the direct control of ASGL will be subject to additional charges outlined below.
- Determination of the suitability of diving conditions for safety and quality is at the sole discretion of ASGL Diving Supervisor. Depending on the type of service being attempted, the following conditions may not be suitable: for inspections, cleanings, current exceeding 1.0 knot and/or visibility less than 0.5 meter; current exceeding 0.5 knot and/or visibility less than 1.0 meter.
- Other severe weather/sea/ice, health or safety conditions may also prevent or interfere with operations.
- This quotation and pricing is subject to ASGL standard Terms & Conditions.
- Additional (stand-by) Charges for crew and equipment per standard tables.

Thank-You,

Jamie Nesbitt  
All-Sea Great Lakes LTD.



9 RONDELLE PLACE, ST. CATHARINES, ONTARIO, CANADA L2N 2V5

The Township of Assiginack  
 CHEQUE DISTRIBUTION REPORT  
 Payables Management

**Ranges:** From: To: From: To:  
 Vendor ID First Last Chequebook ID First Last  
 Vendor Name First Last Cheque Number 0025983 0026014  
 Cheque Date First Last

**Sorted By:** Cheque Number

Distribution Types Included: All

ChqNo:	0025983	Date:	03/10/2016	Vendor:	CC CORBIERE CONSTRUCTION	Amount:	\$2,610.30
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InvNo: 2016-91 InvDesc: birch st culverts extras InvAmt: \$2,610.30

ChqNo:	0025984	Date:	03/10/2016	Vendor:	CEDAR CHALET	Amount:	\$85.00
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InvNo: 020-16 InvDesc: mma meeting-baking/coffee InvAmt: \$85.00

ChqNo:	0025985	Date:	03/10/2016	Vendor:	COMPUTREK	Amount:	\$270.07
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InvNo: 13633 InvDesc: oct remote server mgmt InvAmt: \$270.07

ChqNo:	0025986	Date:	03/10/2016	Vendor:	DEBORAH MACDONALD	Amount:	\$275.00
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InvNo: 009824 InvDesc: eyeglasses InvAmt: \$275.00

ChqNo:	0025987	Date:	03/10/2016	Vendor:	G. STEPHEN WATT, BARRISTER	Amount:	\$284.76
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InvNo: 3091 InvDesc: general legal InvAmt: \$284.76

ChqNo:	0025988	Date:	03/10/2016	Vendor:	FREELANDT CALDWELL REILLY	Amount:	\$2,627.25
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InvNo: CH-18686 InvDesc: 2015 fir InvAmt: \$2,627.25

ChqNo:	0025989	Date:	03/10/2016	Vendor:	GERRY STRONG	Amount:	\$153.85
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InvNo: OCT 3 2016 InvDesc: bldg insp mileage InvAmt: \$153.85

ChqNo:	0025990	Date:	03/10/2016	Vendor:	HYDRO ONE NETWORKS INC.	Amount:	\$10,098.09
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InvNo: SEPT 19 2016 ARENA InvDesc: arena InvAmt: \$649.95  
 InvNo: SEPT 19 2016 INFO BT InvDesc: info booth InvAmt: \$72.64  
 InvNo: SEPT 19 2016 SHOWERS InvDesc: marina showerhouse InvAmt: \$91.74  
 InvNo: SEPT 19 2016 DOCKS InvDesc: marina docks InvAmt: \$109.11  
 InvNo: SEPT 19 2016 LIB InvDesc: library InvAmt: \$419.75  
 InvNo: SEPT 19 2016 TENNIS InvDesc: tennis courts InvAmt: \$34.18  
 InvNo: SPET 19 2016 SS WTP InvDesc: ss wtp InvAmt: \$1,061.80  
 InvNo: SEPT 19 2016 PO/BNK InvDesc: po/bank InvAmt: \$796.25  
 InvNo: SEPT 19 2016 LITES InvDesc: street lites InvAmt: \$715.66  
 InvNo: SEPT 26 2016 LAGOON InvDesc: lagoon InvAmt: \$2,709.19  
 InvNo: SEPT 26 2016 MTG WTP InvDesc: mtg wtp InvAmt: \$3,431.72  
 InvNo: SEPT 26 2016 PW InvDesc: pw microfit InvAmt: \$6.10

ChqNo:	0025991	Date:	03/10/2016	Vendor:	MANITOWANING MILL & HOME BUILDING CENTRE	Amount:	\$140.43
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InvNo: 0094027 InvDesc: marina/bwt-insecticide InvAmt: \$35.00  
 InvNo: 0095595 InvDesc: lib.bldg-clnrs/fur.filters InvAmt: \$48.40  
 InvNo: 0095664 InvDesc: admin-plywood InvAmt: \$37.83

The Township of Assiginack  
 CHEQUE DISTRIBUTION REPORT  
 Payables Management

InvNo: 0095766      InvDesc: lib-flood lamps      InvAmt: \$19.20

ChqNo:	0025992	Date:	03/10/2016	Vendor:	MANITOULIN-SUDBURY DISTRICT SOCIAL SERVIK	Amount:	\$29,564.92
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InvNo: IN000013780      InvDesc: oct amb/social assistance      InvAmt: \$29,564.92

ChqNo:	0025993	Date:	03/10/2016	Vendor:	MANITOWANING FRESHMART	Amount:	\$7.98
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InvNo: 00253690      InvDesc: admin-water refill      InvAmt: \$7.98

ChqNo:	0025994	Date:	03/10/2016	Vendor:	MINISTER OF FINANCE	Amount:	\$22,607.00
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InvNo: 17280916150      InvDesc: august policing      InvAmt: \$22,607.00

ChqNo:	0025995	Date:	03/10/2016	Vendor:	MINISTER OF FINANCE	Amount:	\$1,097.44
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InvNo: SEPT 2016      InvDesc: sept eht remittance      InvAmt: \$1,097.44

ChqNo:	0025996	Date:	03/10/2016	Vendor:	MINISTER OF FINANCE	Amount:	\$90.83
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InvNo: OCT 3 2016      InvDesc: salary garnishment      InvAmt: \$90.83

ChqNo:	0025997	Date:	03/10/2016	Vendor:	MSO CONSTRUCTION LIMITED	Amount:	\$12,960.49
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InvNo: ET-270-16-2651 CORR      InvDesc: correction on prev.invoice      InvAmt: \$12,960.49

ChqNo:	0025998	Date:	03/10/2016	Vendor:	MUNICIPAL PROPERTY ASSESSMENT CORP.	Amount:	\$10,229.46
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InvNo: 1800016739      InvDesc: 2016 4th qtr      InvAmt: \$10,229.46

ChqNo:	0025999	Date:	03/10/2016	Vendor:	NEW NORTH FUELS INC	Amount:	\$1,322.10
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InvNo: 382103      InvDesc: pw-diesel      InvAmt: \$1,322.10

ChqNo:	0026000	Date:	03/10/2016	Vendor:	NORTHERN COMMUNICATION SERVICES INC	Amount:	\$54.33
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InvNo: 2126-10012016      InvDesc: oct 911 billing      InvAmt: \$54.33

ChqNo:	0026001	Date:	03/10/2016	Vendor:	OMERS	Amount:	\$8,071.74
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InvNo: SEPT 2016      InvDesc: sept omers remittance      InvAmt: \$8,071.74

ChqNo:	0026002	Date:	03/10/2016	Vendor:	ONTARIO CLEAN WATER AGENCY	Amount:	\$9,422.14
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InvNo: INV000088379      InvDesc: aug add'l services      InvAmt: \$9,422.14

ChqNo:	0026003	Date:	03/10/2016	Vendor:	ONTARIO PROPERTY SERVICES	Amount:	\$847.50
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InvNo: 377      InvDesc: cancellation certificates      InvAmt: \$847.50

ChqNo:	0026004	Date:	03/10/2016	Vendor:	PETTY CASH	Amount:	\$294.77
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InvNo: OCT 3 2016      InvDesc: petty cash replenishment      InvAmt: \$294.77

ChqNo:	0026005	Date:	03/10/2016	Vendor:	RECEIVER GENERAL	Amount:	\$15,270.39
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InvNo: SEPT 2016      InvDesc: sept source deductions      InvAmt: \$15,270.39

ChqNo:	0026006	Date:	03/10/2016	Vendor:	SUPERIOR PROPANE INC.	Amount:	\$35.60
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InvNo: 12784541      InvDesc: pw-cylinder rental      InvAmt: \$11.87

InvNo: 12784542      InvDesc: arena-cylinder rental      InvAmt: \$23.73

ChqNo:	0026007	Date:	03/10/2016	Vendor:	MANITOULIN FIRE FIGHTERS ASSOC	Amount:	\$100.00
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InvNo: 22      InvDesc: 2016 membership fee      InvAmt: \$100.00

ChqNo:	0026008	Date:	03/10/2016	Vendor:	NORTHSHORE TRACTOR LTD.	Amount:	\$677.72
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InvNo: 01-72899      InvDesc: mower parts      InvAmt: \$30.68

InvNo: 01-61956      InvDesc: mower parts      InvAmt: \$120.83

InvNo: 01-61796      InvDesc: mower parts      InvAmt: \$526.21

ChqNo:	0026009	Date:	03/10/2016	Vendor:	CARLETON UNIFORMS INC	Amount:	\$317.51
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**The Township of Assiginack**  
**CHEQUE DISTRIBUTION REPORT**  
**Payables Management**

InvNo: 69660                      InvDesc: fd-uniforms                      InvAmt: \$317.51

ChqNo:	0026010	Date:	03/10/2016	Vendor:	HENDERSON RECREATION EQUIPMENT LTD	Amount:	\$3,862.34
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InvNo: 117588                      InvDesc: playground slide                      InvAmt: \$3,862.34

ChqNo:	0026011	Date:	03/10/2016	Vendor:	BARBARA BAKER	Amount:	\$1,080.00
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InvNo: 116A                      InvDesc: sept seniors com.program                      InvAmt: \$1,080.00

ChqNo:	0026012	Date:	03/10/2016	Vendor:	NORTHEASTERN ONTARIO TOURISM	Amount:	\$250.00
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InvNo: 2017 ADV                      InvDesc: advertising deposit                      InvAmt: \$250.00

ChqNo:	0026013	Date:	03/10/2016	Vendor:	WILLIAM BECK	Amount:	\$645.78
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InvNo: L487468                      InvDesc: pw-security dvr                      InvAmt: \$645.78

ChqNo:	0026014	Date:	03/10/2016	Vendor:	WORKPLACE SAFETY & INSURANCE BOARD	Amount:	\$1,600.10
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InvNo: SEPT 2016                      InvDesc: sept wsib remittance                      InvAmt: \$1,600.10

\*\*\* End of Report \*\*\*

**Report Total:**

**\$136,954.89**

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0025978		03/10/2016	10/03COMB	118	COOPER, RONALD	OUTSTANDING	Cheque
0025979		03/10/2016	10/03COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0025980		03/10/2016	10/03COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0025981		03/10/2016	10/03COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0025982		03/10/2016	10/03COMB	158	QUACKENBUSH, ASHLEY T	OUTSTANDING	Cheque
578		03/10/2016	10/03COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
579		03/10/2016	10/03COMB	134	VIRTANEN, ANNETTE	OUTSTANDING	Direct Deposit
580		03/10/2016	10/03COMB	140	REID, WALTER	OUTSTANDING	Direct Deposit
581		03/10/2016	10/03COMB	152	PRAIRIE, JANET	OUTSTANDING	Direct Deposit
582		03/10/2016	10/03COMB	155	BECK, WILLIAM	OUTSTANDING	Direct Deposit
583		03/10/2016	10/03COMB	163	MACDONALD, ROBERT	OUTSTANDING	Direct Deposit
584		03/10/2016	10/03COMB	164	MIDDAUGH, WAYNE	OUTSTANDING	Direct Deposit
585		03/10/2016	10/03COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
586		03/10/2016	10/03COMB	169	MAGUIRE, KELSEY	OUTSTANDING	Direct Deposit
587		03/10/2016	10/03COMB	186	RODY, JEREMY	OUTSTANDING	Direct Deposit
588		03/10/2016	10/03COMB	205	MOFFAT, PAUL	OUTSTANDING	Direct Deposit
589		03/10/2016	10/03COMB	206	CASE, ROBERT	OUTSTANDING	Direct Deposit
590		03/10/2016	10/03COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
591		03/10/2016	10/03COMB	214	FIELDS, LESLIE	OUTSTANDING	Direct Deposit
592		03/10/2016	10/03COMB	216	REID, BRENDA	OUTSTANDING	Direct Deposit
593		03/10/2016	10/03COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
594		03/10/2016	10/03COMB	314	WOOD, JOAN	OUTSTANDING	Direct Deposit
595		03/10/2016	10/03COMB	322	OBRIEN, JOSEPH	OUTSTANDING	Direct Deposit
596		03/10/2016	10/03COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
Total :							\$19,032.87

September 14, 2016

Township of Assiginack  
P.O. Box 238  
25 Spragge Street  
Manitowaning, ON  
P0P 1N0

Dear CAO:

The 2016 Federal Budget announced the establishment of a Clean Water and Wastewater Fund (CWWF) that proposes to invest up to \$569.6 million in the province of Ontario for immediate improvements to water distribution and treatment infrastructure, starting in 2016-17.

CWWF will provide municipalities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

The provision of CWWF funding is governed by a bilateral agreement between Canada and Ontario, with the Ontario Ministry of Infrastructure being responsible for the administration of CWWF. The federal government will contribute 50% of the eligible project costs, up to the maximum federal allocation noted below. In addition, the Province will contribute 25% of eligible project costs, up to the maximum provincial allocation noted below.

Municipality allocations under the CWWF are based on the amount of water, wastewater and stormwater assets owned by municipalities and their economic conditions. Grants for First Nations are based on each community's population on reserve. All recipients receive a minimum of \$75,000.

Projects must be complete with all costs incurred prior to March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

I am pleased to note that, Township of Assiginack will be eligible to receive a maximum federal allocation of \$137,967 and a maximum provincial allocation of \$68,984.



In order to submit an application to receive CWWF funding and access the CWWF Program Guide, please visit:

<http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/GrantOpportunities/PRDR015994.html>.

Please note that eligible recipients must complete in full and submit electronically a CWWF Project List Template to the email identified on the Grants Ontario web portal by October 31, 2016.

For more information on how to complete each component, in addition to information regarding general program requirements and eligibility criteria please refer to the CWWF Program Guide.

If you have any questions regarding the Clean Water and Wastewater Fund (CWWF), please contact Infrastructure Ontario, at 1-844-803-8856.

Sincerely,



Elizabeth Doherty  
Director, Intergovernmental Policy Branch  
Infrastructure Policy Division

*Disponible en français*

## Jeremy Rody

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**From:** Heather Thoma <heather@4elementslivingarts.org>  
**Sent:** Wednesday, October 12, 2016 10:34 AM  
**To:** jrody@eastlink.ca  
**Subject:** inquiry for Oct 18 council meeting, re: 4elements Living Arts Drawing Box  
**Attachments:** OTB Trail Approval Request letter FINAL.pdf; drawing box blank face.jpg; DSC02191.JPG; OTB Stretches front page WEB-02.jpg; OTB Stretches only Web-01.jpg

Hello Jeremy,  
I spoke with Frieda on the phone last week, and she said to send an email to you, regarding an inquiry for council for their meeting on October 18.

The request is regarding 4elements Living Arts' Drawing Boxes, which are part of our Outside the Box program taking place in 2016-2017 across Manitoulin and laCloche. We are interested to place a box on the McLeans Park trail, and would like to discuss the project and answer any questions that councillors may have about it.

Attached is a sheet of details about the project, and a few photos of the boxes, and one of the items that will be placed inside the box.

The short version is that 4elements Living Arts, based in Kagawong, is in process of collaborating with townships and community groups, to place Drawing Boxes on 12 trails throughout Manitoulin and LaCloche, to encourage more people to get out walking on local trails, and to slow down and observe and do some drawing while they are out there! It will be similar to a geocache, but folks will be invited to make a drawing/take a drawing.

4elements will place and maintain the boxes, and there won't be any time or effort required by the township.

Currently we will be doing outreach locally, regionally, and provincially about the project and the trails, and are looking into getting the boxes listed on [geocaching.com](http://geocaching.com), but the geocaching .com aspect is not finalized yet.

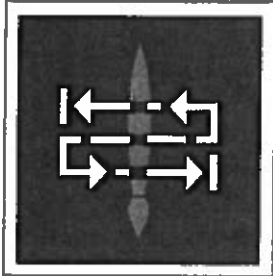
Once you have looked at the attached materials, I will be happy to talk further with you or others there, and answer any questions you may have about this initiative, and would be grateful for time at the October 18 council meeting if there is space on the agenda.

Thank you,

Heather Thoma

--

Heather Thoma  
'Outside the Box' Program Coordinator  
4elements Living Arts  
Kagawong, ON  
[heather@4elementslivingarts.org](mailto:heather@4elementslivingarts.org)  
[www.4elementslivingarts.org](http://www.4elementslivingarts.org)  
Heather's home office 705-368-0460  
4elements office number Kagawong 705-282-0444



## OUTSIDE THE BOX

### ***New Project!! Outside the Box:*** **Geocaching & Art on 12 local trails**

**Host a Drawing Box-- Invite community activity & creativity to your trail!**

- **Reach hundreds of active residents and visitors to the region**
- **Make your trails more known via 4elements' online & media outreach**
- **Support active lifestyles through the arts**
- **Connect to cultural tourism – a fast-growing tourism sector**

#### **What is the Outside the Box Program?**

*Outside the Box* (OTB) increases hiking and walking on lesser-known trails across Manitoulin Island through guided creative outings. Our Elemental Excursions program included over 20 of these events over the last year. This year, we're developing the OTB program by placing Drawing Boxes on trails. The boxes will reach hundreds of other trail users having their own independent creative experience, as well as those we take out on trails directly through our 4elements events.

#### **The Drawing Boxes**

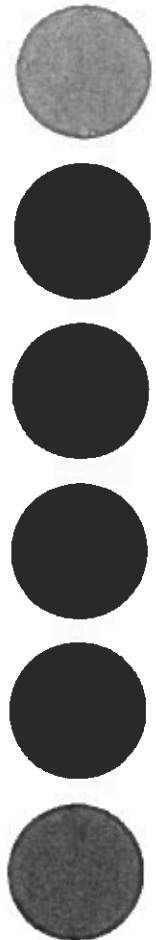
- Beautiful hand-made wooden boxes designed specifically for this project by the Manitoulin Crate Company
- Installed on 12 local trails, 2-3 km into each trail
- Boxes will be gently attached to a tree with soft webbing straps
- Each Drawing Box will be geocached at [www.geocaching.com](http://www.geocaching.com), to be found via smartphone, GPS unit, or simply by walking along Manitoulin trails
- Inside the Drawing Box visitors will find art materials such as drawing paper, pencils, pens, trail maps, and hiking and stretching information. (All materials provided and kept in stock by 4elements Living Arts).
- Visitors will be invited to make a drawing to leave for a future visitor, and to take the drawing that was left by the previous hiker.

#### **Benefits to Users**

- The Drawing Boxes invite people to slow down, make a drawing, stop, breathe, stretch and observe, before continuing along their walk.
- Users learn more about local trails in an interesting way.
- Visitors leave with a great experience and an original drawing by someone else.
- Our research and experience has demonstrated that creativity on trails increases trail use

#### **Why place a Drawing Box on my trail? Who will use it?**

- Each box will be linked to the world-wide geocaching treasure hunt phenomenon ([geocaching.com](http://geocaching.com)) that our series of caches will be accessible to thousands of people
- Each visitor will be encouraged to post a picture of themselves with the box and their drawing to our *Outside the Box* social media platforms (facebook, twitter).



- The Drawing Box project will promote your trail to outdoor-oriented, active populations, both local and visiting: those who are exploring trails on their own in addition to all the participants in our Outside the Box guided outings.
- You'll be connected to a very popular project: last year alone we took close to 300 people out onto local trails, and we get hundreds of visits to our social media pages
- The box itself will be viewed by 100s of walkers who hit the trails each year – and our online information and geocache.com listings have even larger audiences.

#### **What is the benefit of allowing the Drawing Box on the trail?**

- Encourage creative and fun fitness for a wide demographic.
- Support healthy living and engagement with Manitoulin's abounding outdoor beauty and lesser-known trails.
- You'll be helping to create a healthier community.
- We are a non-profit organization and provide all kinds of free and unique outings and programs for local community members and visitors. See [www.4elementslivingarts.org](http://www.4elementslivingarts.org).

#### **Does it cost anything?**

- Now we are only asking you to allow the box to be placed on the trail, and be a Host for a Drawing Box. Not to contribute funds or sponsor.
- However, if you choose, you may also Sponsor a Drawing Box on your trail for one year for only \$150. Two years for \$250. We are inviting local organizations and businesses to be sponsors for each box.
- If you sponsor, your logo goes on the front of the Drawing Box (3" x 3" advertising space)
- In addition! As a sponsor, you will be included on our project pages on the 4elements website, facebook, and geocache listing.

#### **Who manages and maintains the Drawing Boxes?**

- 4elements Living Arts staff and volunteers will take care of the installation, maintenance, re-stocking of box materials, and box replacement if needed.
- 4elements will monitor the boxes regularly, and replace materials in the boxes. The front panel where the logos are placed attached with small screws to the front of the box, and will be laminated for waterproofing.

#### **Will the installation damage any trees or land?**

4elements staff will install the boxes on the trails. Each box will be placed on a tree, but will not be nailed or screwed into the wood in an invasive way. They are attached by tying around the tree trunk with tight fitting nylon webbing straps, which will leave no impact on the tree.

#### **Who is 4elements Living Arts?**

4elements Living Arts is a vibrant non-profit organization that provides outdoor, recreational and land-based arts education, exhibitions, and community programs for all ages. One of our most beloved programs are our excursions programs - "Get Active with the Arts" and "Elemental Excursions" that has gotten over 500 kids, older adults and families onto local trails over the last 3 years. We pair physical activity with creative endeavours like drawing, painting, and photography to encourage multiple ways of learning creatively with the land, and to encourage those who may not otherwise get out onto the trails.

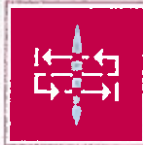
#### **Who do I contact if I have questions?**

Heather Thoma *Outside the Box* Program Coordinator  
[heather@4elementslivingarts.org](mailto:heather@4elementslivingarts.org), or call 705-282-0444

We thank the Ontario Ministry of Tourism Culture and Sport for support of the Outside the Box program.



4ELEMENTSLIVINGARTS.ORG  /OUTSIDETHEBOX-4ELEMENTS



## OUTSIDE THE BOX STRETCHES

Walking brings physical and mental wellness. Walking in nature increases those benefits. Taking time to do these movements synchronized with your breath will enhance your walking experience in nature even more: when walking is experienced through being in the present moment, there is a lasting positive effect long after the adventure!

When you've completed your trek perhaps take a moment to repeat a few of the stretches.

To learn more about the connections between stretching, yoga and conscious breathing, and their benefits to your trail adventures, see *Outside the Box* on 4elements' website.

For more information about *Outside the Box* or 4elements Living Arts, go to [www.4elementslivingarts.org](http://www.4elementslivingarts.org) or call 705-282-0444



Stretches and Yoga Instructions provided by Lise Baronet  
Brochure created by Kendra Edwards Design

Now that you've reached the Drawing Box it's a good time to do these simple, safe stretches. The sequence will stimulate circulation, loosen joints and warm up your muscles, and so help prevent injury as you continue your walk.

Awareness of breathing is a key part of these stretches. When any movement (such as walking or snowshoeing) is joined by conscious breathing, a rhythm between the two develops and this awakens your whole body. The mind also becomes quieter. All of this helps you to relax and bring you into the present moment.

Let go of thinking about whether you're doing an exercise perfectly. Notice how you feel and let that bring you into the present moment.

### A FEW GUIDELINES:

- find a spot where your feet are firmly planted a comfortable distance apart; relax your knees
- repeat each exercise a few times
- perform the movements slowly rather than quickly to do them safely
- if you need to, modify the stretches to suit your body.
- as much as it's comfortable, take deep and smooth breaths through your nose

Be gentle - A little goes a long way!

4ELEMENTSLIVINGARTS.ORG  /OUTSIDETHEBOX-4ELEMENTS

### MOUNTAIN

Inhale and raise your arms overhead.  
Pause to feel your whole body stretching.  
Exhale and lower your arms.  
On your last round, stay a little longer while pressing your feet into the ground and stretching your arms up. Breathe normally.  
Then exhale and lower your arms.



### MOUNTAIN STREAM

Inhale and raise your arms overhead.  
Exhale and bend forward at the waist.  
Swing your arms down too, and let your knees bend naturally.  
Inhale and come back up.  
On the last round, stay down and straighten the knees as much as is comfortable.  
Breathe normally. Inhale to come up.



### WAIST ROTATION

Turn your torso freely from side to side a couple of times letting your arms also swing around.  
Next time turn as far as is comfortable and stay there.  
Rest one hand on your shoulder and the other on your lower back.  
Look over your shoulder and take a few breaths.  
Inhale and come back to the front.  
Repeat on the other side.



### SWAYING TREE

Inhale and raise your arms overhead.  
Exhale and bend to one side.  
Inhale and come back up.  
Exhale and go to the other side.  
As you continue, begin to sway from side to side rather than just bending at the waist.



### EQUESTRIAN

With hands on hips step one foot forward a comfortable distance.  
Lift the back heel. Exhale and bend both knees so the back knee lowers toward the ground. Inhale and come back up. Repeat with the same leg, each time lowering the back knee further and staying down a little longer. Inhale and come back up. Step back into the starting position.  
Repeat with the other leg.



### EAGLE

In this classic yoga stretch, cross one thigh over the other and bend both knees so the toes of your top foot touch the ground.  
Cross your arms and hold opposite shoulders with your hands. Stay like that or wrap your forearms around each other and touch your palms together. Look ahead and stay still for as long as you can, taking deep breaths.  
Repeat on the other side.



### DOUBLE ANGLE

Inhale and take your arms behind you and interlace your fingers. Slowly exhale as you bend forward at the waist at a 90° angle while reaching your arms upward. Take several breaths in this position. On an inhale return to the starting position.

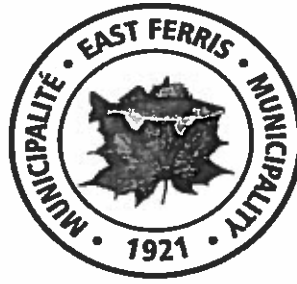


### BACK BEND

With knees relaxed, take your arms behind your back and interlace your fingers. Or for more support put your hands on your lower back.  
Inhale. Exhale and bend back a little.  
Inhale and come back up. Repeat a few times.



To complete the series take a moment to stand still and notice your breath.



September 30, 2016

Dear Under 6000 Municipal Colleagues:

Here is the latest news regarding Clean Water and Wastewater Fund which has been amended to include funding for all rural communities.

As you know, the previous announcement only allowed money to communities with water and sewer systems. Your CAO would have received the letter by now.

The representatives of AMO and ROMA were not willing to leave the table without receiving a commitment to all communities.

As a result of this pressure from the AMO and ROMA reps, a new deal was presented that allows our OCIF as part of their 25% of a new commitment whereby the Feds are in for 50%, the Province is in for 25% and Municipalities 25%. And it's not by application.

The eligible programs must conform to the guidelines i.e. storm water remediation even for those with no systems.

As you can see, our Under 6000 Group has been able to work with ROMA and AMO as a consultation unit and we are not being ignored.

Please don't forget to consider the ROMA Conference in January. It is definitely "rural based" and will bring you together with all the rural municipalities.

If you wish to register but it's not in this year's budget, remember, you can register now and arrange for payment in the New Year.

Yours truly,

Mayor Bill Vrebosch,  
Municipality of East Ferris,  
AMO Board Rural Caucus,  
ROMA Zone 9  
Chair, Under 6,000

# O.P.P. Annual Billing Statement

## Assiginack Tp

Estimated cost for the period January 1 to December 31, 2017

Please see the accompanying *2017 Municipal Policing Billing General Information* summary for additional information

			Cost per Property \$	Total Cost \$
<b>Base Service</b>				
	<u>Property Counts</u>			
	Household	870		
	Commercial and Industrial	<u>59</u>		
	Total Properties	<u>929</u>	\$191.84	178,219
<b>Calls for Service</b>	(see summaries)			
	Total all municipalities	\$148,109,469		
	Municipal portion	0.0554%	88.26	81,990
<b>Overtime</b>	(see notes)		13.63	12,666
<b>Contract Enhancements (pre-2015)</b>	(see summary)		-	-
<b>Court Security</b>	(see summary)		-	-
<b>Prisoner Transportation</b>	(per property cost)		2.30	2,137
<b>Accommodation/Cleaning Services</b>	(per property cost)		4.86	4,515
<b>Total Estimated Billing for 2017</b>			<u>300.89</u>	<u>279,527</u>

### Year over Year Estimated Variance (estimate for the year is not subject to a phase-in adjustment)

2016 Estimated Billing Cost per Property	294.31
2017 Estimated Billing Cost per Property	<u>300.89</u>
Cost per Property Variance	(Increase) <u>6.58</u>

**2017 Monthly Billing Amount**

**23,294**

### Note:

The *2017 Municipal Policing Billing General Information* document accompanying this billing provides additional information regarding municipal policing costs and the 2017 OPP municipal policing cost recovery. It includes details regarding the 2015 municipal policing cost reconciliation and the 2017 court security grant allocation. The document will be made available online at [OPP.ca](http://OPP.ca) for future reference.





**OPP TOTAL BASE SERVICES AND CALLS FOR SERVICE COST SUMMARY**  
 For the Period January 01 to December 31, 2017

<u>Salaries and Benefits</u>	Note 1	FTE	Base %	\$/FTE	Total Base Services and Calls for Service		
					Calls for Service \$	Base Services \$	Calls for Service \$
<b>Uniform Members</b>							
Inspector		24.67	100.0	151,777	3,744,339	3,744,339	-
Staff Sergeant-Detachment Commander		13.62	100.0	136,871	1,864,183	1,864,183	-
Staff Sergeant		28.71	100.0	127,184	3,651,453	3,651,453	-
Sergeant		224.84	57.9	115,055	25,868,966	14,977,860	10,891,106
Constables		1,867.96	57.9	97,350	181,845,906	105,288,893	76,557,014
Part Time Constables		6.01	57.9	77,449	465,468	269,523	195,946
<b>Total Uniform Salaries</b>		<b>2,165.81</b>		<b>100,397</b>	<b>217,440,315</b>	<b>129,796,249</b>	<b>87,644,066</b>
Contractual Payout (Vacation & Statutory Holidays)				4,290	9,265,542	5,485,752	3,779,790
Shift Premium				765	1,605,590	929,636	675,954
Benefits (Full-time 26.90%, Insp. 23.26%, Part-time 16.94%)					58,308,790	34,752,053	23,556,737
<b>Total Uniform Salaries &amp; Benefits</b>				<b>132,339</b>	<b>286,620,237</b>	<b>170,963,689</b>	<b>115,656,548</b>
<b>Detachment Civilian Members</b>	Note 1						
Court Officer		14.93	57.9	64,876	968,599	560,529	408,070
Detachment Administrative Clerk		172.20	57.9	63,190	10,881,318	6,300,043	4,581,275
Detachment Clerk Typist		0.21	57.9	55,974	11,755	6,717	5,038
Detachment Operations Clerk		1.16	57.9	60,650	70,354	40,636	29,719
Crime Stopper		0.60	57.9	58,489	35,093	20,471	14,622
<b>Total Detachment Civilian Salaries</b>		<b>189.10</b>			<b>11,967,119</b>	<b>6,928,395</b>	<b>5,038,723</b>
Benefits (25.92% of Salaries)					3,101,877	1,795,840	1,306,037
<b>Total Detachment Civilian Salaries &amp; Benefits</b>				<b>79,688</b>	<b>15,068,996</b>	<b>8,724,235</b>	<b>6,344,761</b>
<b>Support Staff (Salaries and Benefits)</b>	Note 2						
Communication Operators				6,020	13,038,176	7,718,904	5,319,272
Prisoner Guards				1,535	3,324,518	1,968,192	1,356,326
Office Automation Support				534	1,156,543	684,700	471,842
Telephone Support				120	259,897	153,865	106,032
Operational Support				4,254	9,213,356	5,454,521	3,758,834
<b>Total Support Staff Salaries and Benefits Costs</b>					<b>26,992,490</b>	<b>15,980,183</b>	<b>11,012,307</b>
<b>Total Salaries &amp; Benefits</b>					<b>328,681,723</b>	<b>195,668,108</b>	<b>133,013,615</b>
<b>Other Direct Operating Expenses</b>	Note 2						
Communication Center				223	482,976	285,933	197,043
Operational Support				758	1,641,684	971,915	669,769
RHQ Municipal Support				2,290	4,959,705	2,936,261	2,023,444
Vehicle Usage				7,896	17,101,236	10,124,330	6,976,906
Telephone				1,228	2,659,615	1,574,554	1,085,061
Detachment Supplies				503	1,089,402	644,952	444,451
Uniform & Equipment				1,735	3,768,108	2,230,672	1,537,436
Mobile Radio Equipment Maintenance				845	1,835,188	1,086,408	748,780
Office Automation - Uniform				1,454	3,149,088	1,864,333	1,284,754
Office Automation - Civilian				1,485	280,814	162,578	118,236
Uniform & Equipment Court officer				741	11,063	6,402	4,661
Mobile Radio Equipment Maintenance Court Officer				845	12,616	7,301	5,315
<b>Total Other Direct Operating Expenses</b>					<b>36,991,493</b>	<b>21,895,639</b>	<b>15,095,854</b>
<b>Total 2017 Municipal Base Services and Calls for Service Cost</b>					<b>\$ 365,673,216</b>	<b>\$ 217,563,747</b>	<b>\$ 148,109,469</b>
<b>Total OPP-Policed Municipal Properties</b>						<b>1,134,106</b>	
<b>BASE SERVICES COST PER PROPERTY</b>						<b>\$191.84</b>	

**OPP TOTAL BASE SERVICES AND CALLS FOR SERVICE COST SUMMARY**  
**For the Period January 01 to December 31, 2017**

**Notes:**

Total Base Services and Call for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2012 through 2015. Contract staff enhancements are excluded.

The equivalent of 88.74 FTEs with a cost of \$13,779,231 has been excluded from the Base Services and Calls for Service to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2017 salaries were estimated based on the 2014 rates set in the 2011 to 2014 Compensation Framework Agreement between the OPPA and the Ministry of Government and Consumer Services with an estimated overall general salary rate increase of 1.5% for 2015, 2.64% for 2016, and 2.54% for 2017 applied. Updated benefit rates for 2017 were unavailable at the time of calculating this statement therefore the 2016 benefit rates have been applied. The salary and benefit rates will be reconciled to actual.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 57.9% Base Services : 42.1% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2016 Municipal Policing Cost-Recovery Formula.

**Calls for Service Billing Summary**  
**For the Period January 1 to December 31, 2017**

**Assiginack Tp**

Calls for Service Billing Workgroups	Calls for Service Count					2017 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2017 Estimated Calls for Service Cost
	2012	2013	2014	2015	Four Year Average				
					A				

(Note 1)

(Note 2)

(Note 3)

Drug Possession	1	5	-	1	2	6.2	11	0.0007%	\$ 998
Drugs	-	-	-	1	0	33.9	8	0.0005%	\$ 780
Operational	87	70	62	74	73	3.4	249	0.0155%	\$ 22,910
Operational 2	47	74	56	39	54	1.2	65	0.0040%	\$ 5,961
Other Criminal Code Violations	10	1	4	3	5	7.6	34	0.0021%	\$ 3,146
Property Crime Violations	26	23	37	29	29	6.7	193	0.0120%	\$ 17,720
Statutes & Acts	13	7	12	15	12	3.1	36	0.0023%	\$ 3,351
Traffic	21	21	16	18	19	3.4	65	0.0040%	\$ 5,943
Violent Criminal Code	22	14	13	12	15	15.1	230	0.0143%	\$ 21,183
<b>Total</b>	<b>227</b>	<b>215</b>	<b>200</b>	<b>192</b>	<b>209</b>		<b>891</b>	<b>0.0554%</b>	<b>\$ 81,990</b>

<b>Provincial Totals</b>	<b>404,872</b>	<b>389,229</b>	<b>383,148</b>	<b>365,575</b>	<b>387,587</b>		<b>1,610,063</b>	<b>100.0000%</b>	<b>\$ 148,109,469</b>
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Note 1) Showing no decimal places, for billing purposes the exact calculated numbers have been used

Note 2) Showing 4 decimal places here, for calculations 9 decimal places have been used

Note 3) Costs rounded to 0 decimals



## Calls For Service Details For the Calendar Years 2012 to 2015

### Assignack Tp

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
<b>Grand Total</b>	<b>227</b>	<b>215</b>	<b>200</b>	<b>192</b>	<b>208.50</b>
<b>Drug Possession</b>	<b>1</b>	<b>5</b>		<b>1</b>	<b>2.33</b>
DRUG related occurrence		3			3.00
Possession - Cannabis		1		1	1.00
Possession - Cocaine	1				1.00
Possession - Other Controlled Drugs and Substances Act		1			1.00
<b>Drugs</b>				<b>1</b>	<b>1.00</b>
Trafficking - Other Controlled Drugs and Substances Act				1	1.00
<b>Operational</b>	<b>87</b>	<b>70</b>	<b>62</b>	<b>74</b>	<b>73.25</b>
Accident - Non-MVC - Others	1				1.00
Alarm - Holdup		2			2.00
Alarm - Others		2	3		2.50
Animal - Bear Complaint	1				1.00
Animal - Dog Owners Liability Act	2	1			1.50
Animal - Other		3	3	3	3.00
Animal Stray	7	2	5	2	4.00
Assist Public	10	6	10	18	11.00
Compassionate Message		1			1.00
Distressed / Overdue Motorist		1			1.00
Domestic Disturbance	2	4	6	7	4.75
False Fire Alarm - Building		1			1.00
Family Dispute	4	4	4	4	4.00
Fire - Building	1		1	1	1.00
Fire - Vehicle	1				1.00
Found - Bicycles	1			1	1.00
Found - Household Property			1		1.00
Found - Others	2	3	1		2.00
Found - Personal Accessories		5			5.00
Found Property - Master Code	1	2		1	1.33
Insecure Condition - Building	1	1	1	1	1.00
Lost - Household Property			1		1.00
Lost - License Plate	8	1			4.50
Lost - Others	2				2.00
Lost - Personal Accessories		3	1		2.00
Lost Property - Master Code	1	3			2.00
Medical Assistance - Other			3		3.00
Missing Person 12 & older	2		2	3	2.33

## Calls For Service Details For the Calendar Years 2012 to 2015

### Assiginack Tp

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Missing Person Located 12 & older	3			1	2.00
Missing Person Located Under 12	1	1			1.00
Missing Person under 12	1				1.00
Neighbour Dispute	7	7	4	11	7.25
Noise Complaint - Animal	2			2	2.00
Noise Complaint - Business			1	1	1.00
Noise Complaint - Master Code				1	1.00
Noise Complaint - Others	1	1			1.00
Noise Complaint - Residence	3		2	4	3.00
Phone - Master Code				1	1.00
Phone - Nuisance - No Charges Laid	4	1		3	2.67
Phone - Other - No Charges Laid		3		1	2.00
Sudden Death - Accidental	1	1			1.00
Sudden Death - Natural Causes	1	2	1	1	1.25
Suspicious Person	6	6	2	5	4.75
Suspicious vehicle	2	1	4	1	2.00
Trouble with Youth	8	1	1	1	2.75
Unwanted Persons		1	5		3.00
<b>Operational 2</b>	<b>47</b>	<b>74</b>	<b>56</b>	<b>39</b>	<b>54.00</b>
911 call / 911 hang up	20	24	21	13	19.50
911 hang up - Pocket Dial			2	3	2.50
False Alarm - Accidental Trip	7	4	5	4	5.00
False Alarm - Cancelled	2	4	1	1	2.00
False Alarm - Malfunction	13	24	20	8	16.25
False Alarm - Others		5	2	5	4.00
False Holdup Alarm - Accidental Trip		2		1	1.50
False Holdup Alarm - Malfunction		7	1	1	3.00
Keep the Peace	5	4	4	3	4.00
<b>Other Criminal Code Violations</b>	<b>10</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>4.50</b>
Animals - Cruelty	1				1.00
Bail Violations - Fail To Comply	2		1	1	1.33
Bail Violations - Others			1		1.00
Bail Violations - Recognizance	2				2.00
Breach of Probation	2		1		1.50
Breach of Probation - In relation to children				1	1.00
Disturb the Peace	1	1	1		1.00
Offensive Weapons - Prohibited	1				1.00

## Calls For Service Details For the Calendar Years 2012 to 2015

### Assiginack Tp

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
Trespass at Night	1				1.00
Utter Threats to damage property				1	1.00
<b>Property Crime Violations</b>	<b>26</b>	<b>23</b>	<b>37</b>	<b>29</b>	<b>28.75</b>
Arson - Others			1	1	1.00
Break & Enter	6	1	10	3	5.00
Fraud - False Pretence Under \$5,000			1	2	1.50
Fraud - Fraud through mails		1			1.00
Fraud - Money/property/security Under \$5,000				1	1.00
Fraud - Other		3	2	2	2.33
Fraud - Steal/Forge/Poss./Use Credit Card				1	1.00
Mischief - Master Code	8	6	6	7	6.75
Personation with Intent (fraud)				1	1.00
Possession of Stolen Goods over \$5,000	1				1.00
Possession of Stolen Goods under \$5,000				1	1.00
Property Damage			2		2.00
Theft from Motor Vehicles Under \$5,000	2		1		1.50
Theft of - All Terrain Vehicles	2				2.00
Theft of - Automobile			1	1	1.00
Theft of - Snow Vehicles		1			1.00
Theft of - Trucks			1		1.00
Theft of Motor Vehicle		1	1	1	1.00
Theft Over - Master Code			1		1.00
Theft Over \$5,000 - Trailers			1		1.00
Theft Under \$5,000 - Bicycles	2		2		2.00
Theft Under \$5,000 - Boat (Vessel)				1	1.00
Theft Under \$5,000 - Master Code		2		1	1.50
Theft Under \$5,000 - Other Theft	4	6	5	5	5.00
Theft Under \$5,000 - Persons			1		1.00
Theft Under \$5,000 - Trailers				1	1.00
Theft Under \$5,000 Shoplifting	1	2	1		1.33
<b>Statutes &amp; Acts</b>	<b>13</b>	<b>7</b>	<b>12</b>	<b>15</b>	<b>11.75</b>
Landlord / Tenant	3	1	2	2	2.00
Mental Health Act	5	3	7	4	4.75
Mental Health Act - Attempt Suicide	1			1	1.00
Mental Health Act - Threat of Suicide		1	1	2	1.33
Mental Health Act - Voluntary Transport				1	1.00
Trespass To Property Act	4	2	2	5	3.25

**Calls For Service Details  
For the Calendar Years 2012 to 2015**

**Assignack Tp**

Calls for Service Billing Workgroups	Calls for Service Count				
	2012	2013	2014	2015	Four Year Average
<b>Traffic</b>	<b>21</b>	<b>21</b>	<b>16</b>	<b>18</b>	<b>19.00</b>
MVC - Personal Injury (Motor Vehicle Collision)	1	2	1		1.33
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	1			3	2.00
MVC - Prop. Dam. Non Reportable	6	3	4	5	4.50
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	13	16	11	9	12.25
MVC (Motor Vehicle Collision) - Master Code				1	1.00
<b>Violent Criminal Code</b>	<b>22</b>	<b>14</b>	<b>13</b>	<b>12</b>	<b>15.25</b>
Abduction Contravening a Custody Order	1				1.00
Aggravated Assault - Level 3			1		1.00
Assault - Level 1	7	4	6	4	5.25
Assault Peace Officer	1			1	1.00
Assault With Weapon or Causing Bodily Harm - Level 2	2		1	1	1.33
Criminal Harassment	1	4	2	2	2.25
Criminal Harassment - Offender Unknown		1			1.00
Mischief - Cause Danger to Life	1				1.00
Sexual Assault	2	3	1		2.00
Utter Threats to Person	7	2	2	4	3.75
<b>Grand Total</b>	<b>227</b>	<b>215</b>	<b>200</b>	<b>192</b>	<b>208.50</b>





October 6, 2016

Dear Friends,

**Re: Introduction of Legislation to Amend the *Aggregate Resources Act***

I am writing to inform you of the introduction of a bill to amend the *Aggregate Resources Act* in the Ontario legislature on October 6, 2016. The proposed bill is the foundation of our plan to modernize and strengthen Ontario's framework for managing aggregate resources.

In fall 2015, the Ministry of Natural Resources and Forestry, through an Environmental Registry posting, consulted on proposed changes through a document called 'A Blueprint for Change: a proposal to modernize and strengthen the Aggregate Resources Act policy framework'.

The proposals described in the Blueprint were developed in consideration of the recommendations from the Standing Committee and input from fall 2014 discussions with stakeholders, Indigenous communities and organizations. The comments and the recommendations received were considered in the development of this proposed Bill. This information will also be considered in the development of future changes to regulations and policy.

The proposed bill is the first step in a phased process that will modernize and strengthen the way aggregate operations are managed in Ontario. Should the bill pass, Ontario would move forward with public consultations on any future proposed regulatory and policy changes under the revised act, including future proposals related to changes to fees and royalties.

The changes proposed to the legislation provide the framework for stronger oversight in the management of aggregate operations, increased and equalized fees and royalties, enhanced environmental accountability, and improved information on operations and enhanced public participation.

The bill to amend the *Aggregate Resources Act* is available on the Legislative Assembly of Ontario website ([www.ontla.on.ca](http://www.ontla.on.ca)) and has also been posted on the Environmental Registry ([www.ontario.ca/environmentalregistry](http://www.ontario.ca/environmentalregistry), posting number 012-8443) for public consultation for a period of 60 days ending on December 5, 2016. We welcome feedback on the legislative changes proposed. Alternatively, written comments can be sent to [ARAreview@ontario.ca](mailto:ARAreview@ontario.ca).

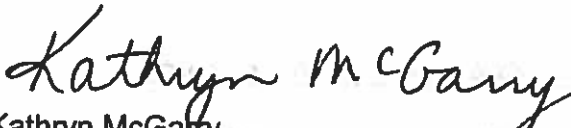
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If you have any questions about the introduction of the bill, please contact Pauline Desroches, Manager, Resource Development Section, at 705-755-2140 or [Pauline.Desroches@ontario.ca](mailto:Pauline.Desroches@ontario.ca).

Thank you for your ongoing support in this initiative. I look forward to hearing your thoughts.

Best,

  
Kathryn McGarry  
Minister of Natural Resources and Forestry



**THE CORPORATION OF THE TOWNSHIP  
OF MADAWASKA VALLEY**

P.O. Box 1000

85 Bay Street

Barry's Bay ON K0J 1B0

Ph 613-756-2747 Fax 613-756-0553

[info@madawaskavalley.ca](mailto:info@madawaskavalley.ca)

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**Moved by: Mayor Love**

**15-0310-16**

**Seconded by: Councillor Archer**

**03 October 2016**

**BE IT RESOLVED**

**WHEREAS: The safety of victims of sexual violence and/or domestic violence should be a priority for all levels of government in Canada, and**

**WHEREAS: The intent of a certificate of parole is to set out the conditions under which an inmate may be granted parole, and**

**WHEREAS: By signing a certificate of parole the inmate indicated that they agree to abide by the conditions contained therein; and**

**WHEREAS: The electronic monitoring of parolees convicted of an offence of sexual violence and/or an offence of domestic violence would facilitate compliance with the conditions of parole and provide some peace of mind for the victims of these crimes,**

**THEREFORE BE IT RESOLVED**

**THAT the Council of the Township of Madawaska Valley supports the changes to the parole system proposed in the Private Member's Bill put forward by the Honourable John Yakabuski, MPP for Renfrew Nipissing Pembroke, and submitted as Bill 21, An Act to amend the Ministry of Correctional Services Act in respect of parole,**

**AND THAT a copy of this resolution of support be sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable David Orazietto, Minister of Community Safety & Correctional Services, Mr. Patrick Brown, Leader of the Progressive Conservative Party, Ms. Andrew Horwath, Leader of the New Democratic Party, and all Members of Provincial Parliament in the Province of Ontario; and**

**THAT a copy of this resolution of support be sent to the Association of Municipalities of Ontario (AMO), and to all Ontario municipalities for consideration.**

**X CARRIED.**

  
\_\_\_\_\_  
Craig Kelley, CAO/Clerk

October 11, 2016

The Honourable Kathleen Wynne  
Premier of Ontario  
Toronto ON M7A 1A1  
By email only: [premier@ontario.ca](mailto:premier@ontario.ca)

Honourable Madam:

Provincial legislation and Hydro One's strategy regarding hydro costs was discussed at a recent Grey County standing committee meeting. At the October 4, 2016 Council session, resolution SSC70-16 was endorsed as follows:

**WHEREAS there is inequity between the cost of hydro for rural residents as compared to urban residents due to higher distribution charges;**

**AND WHEREAS this practice targets and negatively affects rural residents, especially those who are already unable to pay for the high cost of hydro;**

**NOW THEREFORE BE IT RESOLVED THAT the County of Grey request the Province to re-evaluate the structure of hydro in terms of access and delivery and implement structural changes to address the unfair practice of charging more for delivery for rural residents;**

**AND THAT this resolution be circulated to all municipalities in the Province of Ontario as well as Ontario Small Urban Municipalities (OSUM) and Association of Municipalities of Ontario (AMO).**

Grey County Council respectfully requests consideration of this resolution.

Yours truly,



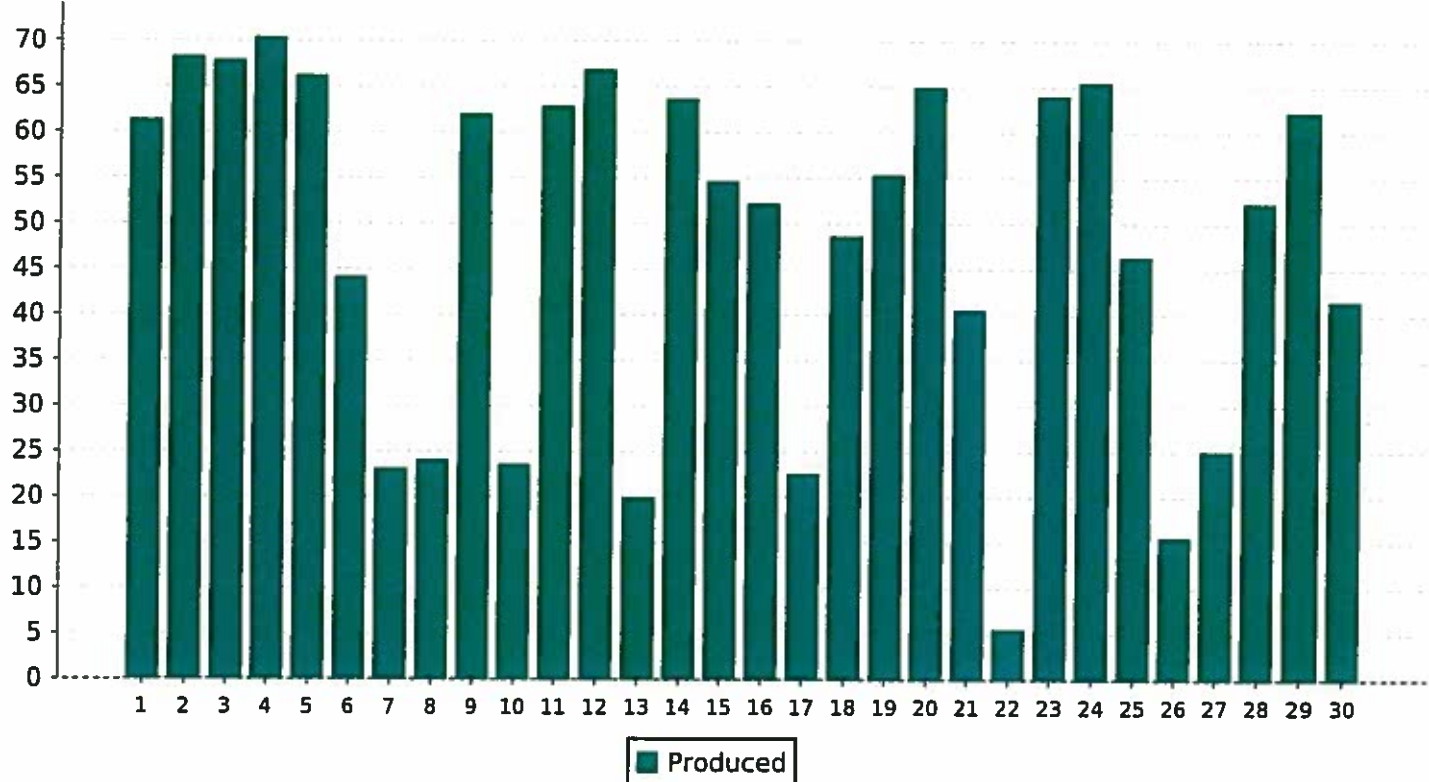
Sharon Vokes  
Clerk/Director of Council Services  
[sharon.vokes@grey.ca](mailto:sharon.vokes@grey.ca)  
[www.grey.ca](http://www.grey.ca)

cc. Glenn Thibeault, Minister of Energy by email: [gthibeault.mpp.co@liberal.ola.org](mailto:gthibeault.mpp.co@liberal.ola.org)  
AMO by email: [amo@amo.on.ca](mailto:amo@amo.on.ca)  
OSUM by email: [lmccabe@goderich.ca](mailto:lmccabe@goderich.ca)  
K. Wepler, Director of Finance  
All Ontario Municipalities  
Bill Walker, MPP Bruce Grey Owen Sound by email: [bill.wlker@pc.ola.org](mailto:bill.wlker@pc.ola.org)  
Jim Wilson, Simcoe Grey MPP by email: [jim.wilson@pc.ola.org](mailto:jim.wilson@pc.ola.org)

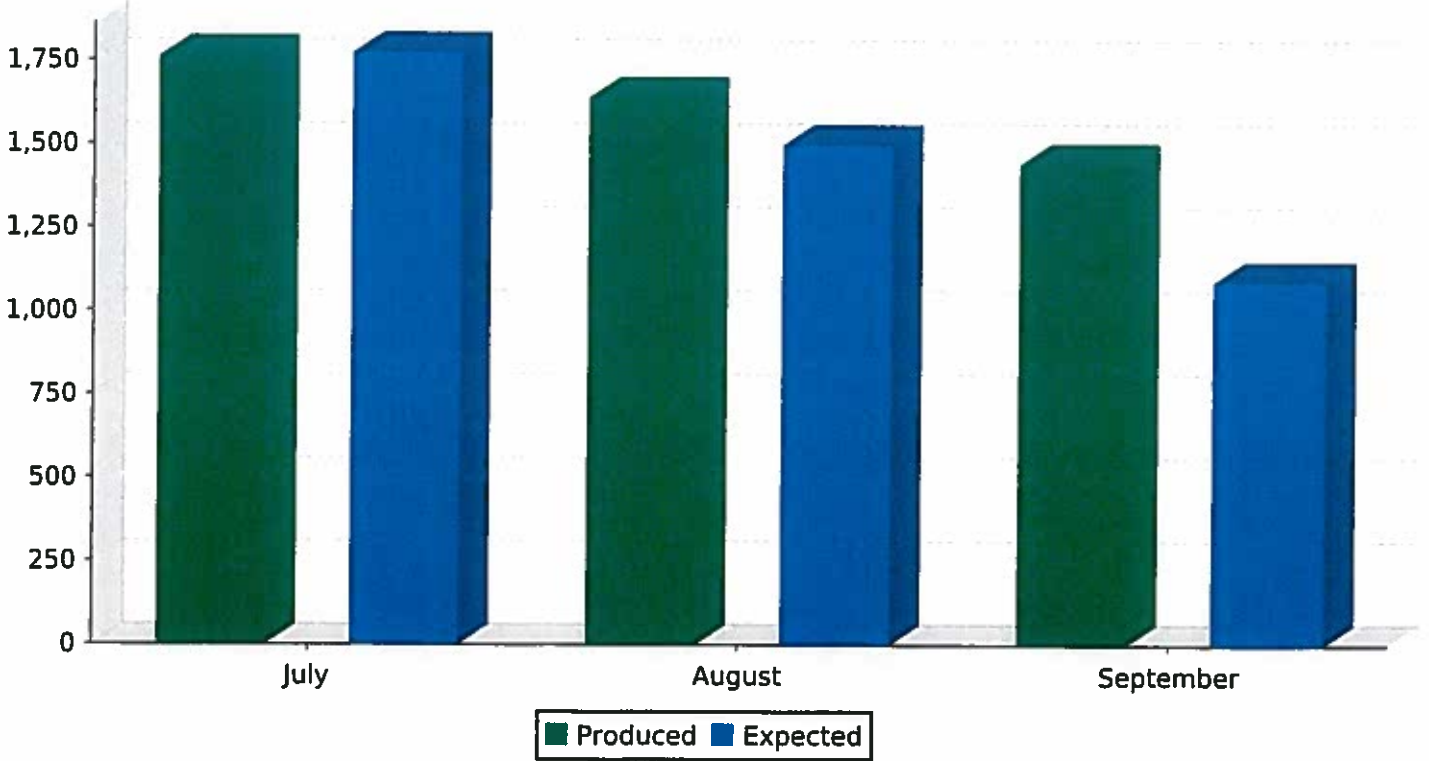
# Energy Production Manitowaning Public Works Garage



## Last Month - Production



## Last 3 Months



Day	Produced
September 01	61.4
September 02	68.3
September 03	67.9
September 04	70.4
September 05	66.2
September 06	44.2
September 07	23.1
September 08	24.1
September 09	62.0
September 10	23.6
September 11	62.9
September 12	66.9
September 13	20.0
September 14	63.7
September 15	54.7
September 16	52.3
September 17	22.6
September 18	48.7
September 19	55.4
September 20	65.0
September 21	40.6
September 22	5.6
September 23	64.0
September 24	65.5
September 25	46.4
September 26	15.6
September 27	25.1
September 28	52.3
September 29	62.3
September 30	41.6

Month	Produced	Expected
July 2016	1,763.2	1,773.0
August 2016	1,639.8	1,497.0
September 2016	1,442.2	1,090.0
<b>Total</b>	<b>4,844.0</b>	<b>4,360.0</b>

October 6, 2016

Dear Members:

***AMO Seeks Council Resolution of Support and Offers More What's Next Ontario? Briefings***

On behalf of the AMO Board, I am seeking your council's participation in two important ways:

- 1) by passing a council resolution in support of closing the municipal fiscal gap; and
- 2) by attending a *What's Next Ontario?* briefing near you.

AMO wants every council to be involved in the *What's Next Ontario?* project. There is a looming fiscal gap facing Ontario's municipalities. *What's Next Ontario?* is about recognizing the gap and seeking sector support for closing it. The response has been impressive, but there's more to be done!

**Additional Briefings**

We want to thank the hundreds of municipal elected officials who have already attended the 25 in-person meetings and webinars AMO hosted across the province in the spring and fall. Be assured that your input is being heard and will be considered by the AMO Board. If you have participated already, thank you.

Haven't participated yet? We are offering additional in-person briefings in October and November that are open to all municipal elected officials and senior municipal staff:

- **Timmins, Ontario** – Tuesday, October 11, 2016 from 1-3 pm
- **Dryden, Ontario** - Wednesday, October 19, 2016 1-3 pm
- **Markham, Ontario** – Friday, October 28, 2016 from 9-11 am
- **Hamilton, Ontario** – Friday, October 28, 2016 from 2-4 pm
- **Cornwall, Ontario** – Thursday, November 3, 2016 from 9-11 am
- **Tweed, Ontario** – Thursday, November 3, 2016 from 3-5 pm

Sign up is easy, and can be done [here](#) or contact Evelyn Armogan at 416-971-9856 ext. 326 or [earmogan@amo.on.ca](mailto:earmogan@amo.on.ca). Can't participate in person? Sign up for our remaining webinar on Wednesday, October 12<sup>th</sup>.

## Resolution

We've boiled down the essence of the challenge we face in the next ten years to a one-page resolution. We urge every council in Ontario to consider, adopt the resolution, and reply to AMO by December 1, 2016.

What does it say? We know Ontarians see infrastructure as the number one challenge facing their community. We know that even if we raise property taxes and user fees by inflation (1.8%), we will still be \$3.6 billion short to fix the infrastructure gap, every year for ten years. This is what we need to address. As elected officials, how do we deal with this challenge? What is the best approach? Ontarians already pay the highest property taxes in the country. How high is too high?

We could finance this gap by increasing property taxes. It would require property tax revenue increases of 4.6% annually for 10 years, sector-wide. And, what happens if the federal or provincial governments pull back on future commitments? We know that could mean property tax revenue increases of up to 8.35% annually for 10 years, sector-wide. How might these numbers translate locally as an annual rate increase?

We've made good strides on infrastructure in the last few years, but there is no long-term plan to finance the future needs of municipal governments as well as the local infrastructure Ontarians care about. Let's start doing that, together. The attached resolution below is a starting point.

There are issues which unite all municipal governments, and this is one of them. Where do we want to go together? This is an opportunity for you and councils to own what's next. We urge you to add your council's voice to the conversation.

I have also written directly to your clerk and provided a copy of the resolution. Please give this resolution council's consideration. If you have questions, please contact Matthew Wilson, Senior Advisor, [mwilson@amo.on.ca](mailto:mwilson@amo.on.ca), 416-971-9856 ext. 323.

Yours sincerely,



Lynn Dollin  
AMO President

P.S. Check out the What's Next Ontario? section of the [AMO website](#) for links to AMO conference videos including Nik Nanos and Bill Hughes, our two papers, and other material.



## WHAT'S NEXT ONTARIO? RESOLUTION

**WHEREAS** recent polling, conducted on behalf of the Association of Municipalities of Ontario indicates 76% of Ontarians are concerned or somewhat concerned property taxes will not cover the cost of infrastructure while maintaining municipal services, and 90% agree maintaining safe infrastructure is an important priority for their communities;

**AND WHEREAS** infrastructure and transit are identified by Ontarians as the biggest problems facing their municipal government;

**AND WHEREAS** a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases, shows there to be an unfunded average annual need of \$3.6 billion to fix local infrastructure and provide for municipal operating needs;

**AND WHEREAS** the \$3.6 billion average annual need would equate to annual increases of 4.6% (including inflation) to province-wide property tax revenue for the next ten years;

**AND WHEREAS** this gap calculation also presumes all existing and multi-year planned federal and provincial transfers to municipal governments are fulfilled;

**AND WHEREAS** if future federal and provincial transfers are unfulfilled beyond 2015 levels, it would require annual province-wide property tax revenue increases of up to 8.35% for ten years;

**AND WHEREAS** Ontarians already pay the highest property taxes in the country;

**AND WHEREAS** each municipal government in Ontario faces unique issues, the fiscal health and needs are a challenge which unites all municipal governments, regardless of size;

**NOW THEREFORE BE IT RESOLVED** that this Council supports the Association of Municipalities of Ontario in its work to close the fiscal gap; so that all municipalities can benefit from predictable and sustainable revenue, to finance the pressing infrastructure and municipal service needs faced by all municipal governments.

Please forward your resolution by December 1, 2016 to:  
AMO President Lynn Dollin [amopresident@amo.on.ca](mailto:amopresident@amo.on.ca).

October 5, 2016



To the Head & Members of Council:

Pursuant to Policy B-008 of the Ontario Good Roads Association, the Nominating Committee shall report to the Annual Conference its nominations for 12 directors. The following members of the Board will automatically serve on the 2017-2018 Board of Directors in the following capacity:

President	Ken Laupé, Manager, Road Operations - East, Planning & Infrastructure Services, City of Brampton
1 <sup>st</sup> Vice-President	Luc Duval, Director of Public Works & Engineering, City of Timmins
Immediate Past President	Robert Burlie, Manager of Road Operations, Etobicoke/York District, City of Toronto

Those nominated by the Nominating Committee shall be selected from OGRA's municipal or First Nations membership pursuant to the requirements for geographic representation contained in Section 12 of the Constitution, and so far as possible meeting the criteria established in Policy B-008. A full copy of the Constitution can be viewed on the OGRA web-site:

OGRA Constitution

The following incumbent Directors have put their name forward wishing to continue to represent their respective Zones:

**North (3 to be elected)**

Rick Harms  
Project Engineer  
City of Thunder Bay

**Southwest (3 to be elected)**

Andy Bruziewicz,  
Councillor  
City of Sarnia

Virginia Ridley,  
Councillor  
City of London

Chris Traini,  
County Engineer  
County of Middlesex

**South Central (2 to be elected)**

Bryan Lewis,  
Councillor  
Town of Halton Hills

John McKean,  
Mayor  
Town of the Blue Mountains

**Southeast (3 to be elected)**

Dave Burton,  
Reeve  
Municipality of Highlands East

Rick Kester,  
CAO  
City of Belleville

Michael Touw  
Director of Public Works  
Township of Leeds and the Thousand  
Islands

**Toronto (1 to be elected)**

Paul Ainslie  
Councillor  
City of Toronto

Two vacancies exist in the **Northern Zone**.

The Northern Zone consists of the municipalities in the Districts of Algoma, Cochrane, Kenora, Manitoulin Island, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming; municipalities in and including the District of Muskoka and the City of Greater Sudbury.

The Southwest Zone consists of the municipalities in and including the Counties of Brant, Bruce, Elgin, Essex, Haldimand, Huron, Lambton, Middlesex, Norfolk, Oxford, and Perth, the municipality of Chatham-Kent, and municipalities in and including the Regional Municipality of Waterloo.

The South Central Zone consists of the municipalities in and including the Counties of Dufferin, Grey, Simcoe, and Wellington, and municipalities in and including the Regional Municipalities of Durham, Halton, Niagara, Peel and York, and the City of Hamilton.

The South East Zone consists of municipalities in and including the Counties of Frontenac, Haliburton, Hastings, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Peterborough, Prescott and Russell, Prince Edward, Renfrew, and Stormont, Dundas and Glengarry, and the Cities of Kawartha Lakes and Ottawa.

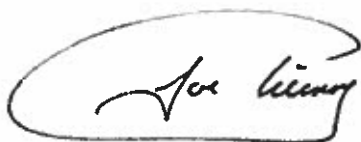
Any member of Council or a permanent full time staff from an OGRA member municipality or First Nations interested in being considered as a candidate for a position on the Board of Directors must complete the attached Nomination Consent form and submit it along with their résumé to the attention of the Chair of the Nominating Committee by no later than November 11, 2016. Fax your information to 289-291-6477, e-mail to [info@ogra.org](mailto:info@ogra.org) or mail to OGRA, 1525 Cornwall Road, Unit 22, Oakville, Ontario L6J 0B2

The Nominating Committee will meet in November to recommend a slate of Directors to the membership. The members of the Committee are:

Chair: Rick Champagne, Immediate Past President  
Vice Chair: Tom Bateman, Past President  
Members: Bryan Lewis, OGRA Director  
John McKean, OGRA Director  
Virginia Ridley, OGRA Director

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at [joe@ogra.org](mailto:joe@ogra.org).

Yours truly,

A handwritten signature in cursive script, enclosed in a hand-drawn oval. The signature appears to read "Joe Tiernay".

J. W. Tiernay,  
Executive Director

c: Rick Champagne, Chair, Nominating Committee

Ontario Good Roads Association  
Board of Directors  
Nomination and Consent Form



We hereby nominate the following to the Board of Directors of the Ontario Good Roads Association for the 2017/18 term of office:

Name of Candidate

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Municipality: \_\_\_\_\_

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

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

(Candidates must be nominated by two eligible members of OGRA. A resolution of Council is acceptable but not mandatory)

Candidate Consent

The candidate nominated above must sign below indicating they consent to the Nomination and agree to let their name stand for office.

I, \_\_\_\_\_ hereby consent to the Nomination  
(Name of Candidate)  
to the Board of Directors of the Ontario Good Roads Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Submit completed form and candidate's résumé by fax or e-mail to the attention of Rick Champagne, Chair, OGRA Nominating Committee  
Fax: 289-291-6477  
E-mail: [info@ogra.org](mailto:info@ogra.org)

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW #16-15**

**BEING A BY-LAW of the Corporation of the Township of Assiginack to  
Authorize an Agreement with the Northern Communication Services  
Inc. for the provision of fire communication services**

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

**AND WHEREAS** Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

**AND WHEREAS** the Council of the Corporation of the Township of Assiginack desires to execute an agreement with Northern Communication Services Inc. for the provision of fire communications, call talking, call alerting, and call paging services;

**NOW THEREFORE THAT** the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

1. THAT we enter into this agreement with Northern Communication Services Inc. for the provision of fire communication services, pursuant to the terms contained therein.
2. THAT the agreement be attached to and form part of this by-law as Schedule A.
3. THAT By-law #16-03 and any other by-laws inconsistent with this by-law are hereby repealed.
4. THAT this by-law shall come into force and take effect upon third and final reading.

Read for a first, second and final time and enacted in open Council this 4<sup>th</sup> day of October, 2016

\_\_\_\_\_  
Mayor – P. Moffatt

\_\_\_\_\_  
Clerk – J. Rody

Seal

# AGREEMENT

**BETWEEN:**

Assiginack Fire Department  
P.O. Box 238, 156 Arthur St.  
Manitowaning, ON  
POP 1N0  
(the "Organization")

**A N D:**

Northern Communication Services Inc.,  
Operating as "Northern911"  
230 Alder Street  
Sudbury, Ontario  
P3C 4J2  
("Northern")

## THE PARTIES AGREE AS FOLLOWS:

### **1.0 DEFINITIONS**

For the purposes of this Agreement, the following terms have the meanings ascribed below:

- 1.1 "ALI" means Automatic Location Identification, a database feature that displays, to the PSAP or CERB and Remote Agencies, address/location data with respect to a telephone line from which the 9-1-1 call originates.
- 1.2 "ANI" means Automatic Number Identification, a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call.
- 1.3 "CERB" means Central Emergency Reporting Bureau, a communication centre, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP, in other documentation).
- 1.4 "CRTC" means The Canadian Radio-Television and Telecommunications Commission.
- 1.5 "ESZ" means Emergency Service Zone, the geographic area served by a fire, police or ambulance service.

Organization's Initials: \_\_\_\_\_ Northern Initials: \_\_\_\_\_

- 1.6 **MSAG**" means Master Street Address Guide, the database that contains street names, addresses, routing codes and other data required for the management of Selecting Routing and Transfer, ALI, and ANI.
- 1.7 **"Remote Agency"** means a communication centre to which emergency calls are transferred from the PSAP, and which will be the Police, Fire or Ambulance agency, within each ESZ, responsible for dispatching emergency personnel.
- 1.8 **"Selective Routing and Transfer"** means a feature that automatically routes 9-1-1 calls to the appropriate CERB or PSAP or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 call originates.
- 1.9 **"9-1-1 Service PERS"** means Public Emergency Reporting Service, a telecommunications service provided by Bell pursuant to Bell Canada General Tariff Item 1400 to customers within a 9-1-1 Serving Area for the delivery of 9-1-1 calls to the PSAP and Remote Agencies.
- 1.10 **"9-1-1 Serving Area"** means the geographic area, as determined by a given Organization, from which 9-1-1 calls will be directed to a particular PSAP.
- 1.11 **"PSAP"** means Primary Service Answer Point, a communication centre, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a CERB in other documentation).

**2.0 OBJECT**

- 2.1 In accordance with the terms and conditions herein contained, Northern and the Organization agree that Northern will provide and operate the "Remote Agency" (Fire Dispatch) for and on behalf of the Organization.
- 2.2 The Organization shall pay Northern, for providing and operating the Fire Dispatch Services in accordance with the rates and charges as set out in Schedule "A".
- 2.3 The Organization shall also pay Northern's costs associated with this contract for any investigation, inquest, court appearances, etc. at the then current rates.
- 2.4 The Organization shall pay the amount due within thirty (30) days of the invoice date upon receipt of such invoice. On amounts for which payment has not been received within thirty (30) days after receipt of a satisfactory

Organization's Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_



invoice, the Organization shall pay interest at a rate of 24% per annum as set by Northern Communications.

- 2.5 Should the Organization default on this agreement or not pay for services, Northern reserves the right to terminate services and send the account to a third party for collection. It is understood and agreed that Northern may do so for the entire amount remaining on the contract plus any associated costs it will incur in the process.

### **3.0 OBLIGATIONS OF NORTHERN**

Northern shall:

- 3.1 Manage and operate a Fire Dispatch center, including all necessary equipment and personnel.
- 3.2 Provide, in its operation of the Fire Dispatch, terminal equipment that permits the utilization of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features.
- 3.3 Operate the Fire Dispatch service, twenty-four (24) hours a day, seven (7) days a week, 52 weeks a year.
- 3.4 Provide, during its operation of the Fire Dispatch, service for the hearing and voice impaired.
- 3.5 Use its best efforts to provide, whenever reasonably possible, and in response to a particular 9-1-1 or Fire call, the services of a third party for the purpose of providing a multi-language interpretation service. However, Northern does not warrant or represent that this multi-language service will always be available or capable of interpreting any particular language and Northern in no way accepts any liability for the acts or omissions of such a third party nor for its unsuccessful attempt to provide interpretation in any particular instances.
- 3.6 Retain voice records of all 9-1-1 calls recorded and an electronic copy of all Bell PERS E911 ANI/ALI printer data for one (1) year. Northern is prepared to provide authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the Organization's PSAP operation for the purposes of civil litigation and/or criminal proceedings. When provided, Northern will retain the original recordings or records until such proceedings are complete.
- 3.7 Staff the Fire Dispatch Center, at a level appropriate to efficiently handle call lines in a manner suitable for emergency situations.

Organization's Initials: \_\_\_\_\_ Northern Initials: \_\_\_\_\_

- 3.8 Answer all "Fire" calls directed to the Center, from people in the serving area as specified in Schedule B, which is attached and forms part of this Agreement.
- 3.9 When the call received is a "Fire" call, handle the dispatch portion of the call according to the instructions as mutually agreed on by the Fire Chief and Northern.
- 3.10 Provide reports, the frequency and type of which shall be as mutually determined in consultation with the Organization.
- 3.11 Provide a back-up location to which Fire calls will be directed in the event that the primary location is unable to accept the calls for any reason.

**4.0 RESPONSIBILITIES OF THE ORGANIZATION**

The Organization shall:

- 4.1 Be responsible for payment for services as referred to in 2.2 of this agreement via automated payment from a bank or credit card or other mutually agreed upon method. Automated payments are taken on the first business day of the month. Should the payment be declined, the invoice amount plus the applicable administration fee is due within thirty (30) days of the invoice date.
- 4.2 Provide to Bell Canada and validate, in written form, all geographical information including the street names, addresses and borders of each and every ESZ within the 9-1-1 Serving Area.
- 4.3 Advise Bell Canada of all changes that may occur in any such geographical information during the term of this Agreement and provide updated information in a format consistent with Bell's requirements.
- 4.4 Designate Remote Agencies and co-ordinate the participation of all such Remote Agencies, within the 9-1-1 Serving Area.
- 4.5 Warrant and represent that each Remote Agency, within the 9-1-1 Serving Area, and each back-up /Remote Agency shall operate twenty-four (24) Hours a day, seven (7) days a week and will answer and respond to all 9-1-1 calls directed to it from the PSAP.
- 4.6 Provide to Northern, in written form, all geographical information including the street names, addresses and borders of the Fire Dispatch area and the closest neighboring departments on all sides.

Organization's Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_

- 4.7 Advise Northern of all changes that may occur in the ESZ as covered by the Fire department, Mutual aid agreements, department personnel etc. during the term of this Agreement.

## **5.0 LIMITATION OF LIABILITY**

- 5.1 The Organization and Northern shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to the other party or, if either the Organization or Northern is self-insured, provide to the other party evidence that is satisfactory to that party that the Organization and/or Northern, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under the Agreement.
- 5.2 The Organization agrees that Northern is not an insurer and that Northern is not assuming any risk of any damage, loss or injury that may result upon the failure of an emergency call to get to the intended party in a timely manner.
- 5.3 In the event of any loss or damage for any reason whatsoever the Organization's sources of reimbursement are their own resources or their property and liability insurers. The failure of a call to get to its intended destination in a timely manner, for any reason whatsoever (including Northern's or its agents' or contractors' negligence or gross negligence or substantial or fundamental breach of this agreement), shall not give rise to any liability, for breach of contract, tort or otherwise on Northern's part except to return to the Organization payment of a reasonable value of services not performed fixed at and limited to the return of not more than the annual service fee in the year in which any such loss occurs.
- 5.4 Without limiting the generality of the foregoing in no circumstances shall Northern be responsible for any loss, damage, costs or expense suffered by the Organization or any person claiming through him on account of nor does any warranty given by Northern cover any of the following; (a) any error or omission in doing any act or services required to be done or provided by the Organization; (b) power failure, power surges, or variance or failure of telephone transmission lines or equipment.

Organization's Initials: \_\_\_\_\_ Northern Initials: \_\_\_\_\_

## **6.0 FORCE MAJEURE**

- 6.1 Northern shall not be held responsible for any damages or delays as a result of war, terrorist activity, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, strikes and generally as a result of any event that is beyond Northern's reasonable control.
- 6.2 Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

## **7.0 IMPLEMENTATION**

- 7.1 Northern and the Organization agree that the operation of the Fire Dispatch Services shall be carried out pursuant to an implementation schedule to be mutually agreed upon by the parties and which may be changed from time to time by written agreement of the parties.

## **8.0 CONFIDENTIALITY**

- 8.1 Northern and the Organization agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- 8.2 Both parties agree to use any and all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to another party in contemplation of this Agreement (the "Confidential Information") disclosed to them (the "Recipient") by the other party (the "Disclosing Party") (a) only for the purposes of, and in connection with, the performance of their obligations under this Agreement and, for greater certainty, not use Confidential Information for competitive purposes; and (b) hold the Confidential Information in confidence, with at least the same degree of care with which it protects its own confidential or proprietary information, and at a minimum in accordance with reasonably prudent standards. The restrictions in this Agreement on use and disclosure of Confidential Information shall not apply to information that: (c) shall become generally known through no act of the Recipient or is in the public domain or

Organization's Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_

subsequently enters the public domain other than through unauthorized disclosure by the Recipient; (d) was disclosed to the Recipient on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the Recipient as an agent of the Disclosing Party and provided that the Recipient would not reasonably expect that such third party had obtained such information in a confidential manner from the Disclosing Party; (e) was in the legitimate possession of the Recipient prior to its disclosure hereunder, as evidenced by appropriate records; (f) is independently developed by the Recipient in the future without use of the Confidential Information, as evidenced by appropriate records; (g) is approved in writing by the Disclosing Party for release or other use by Recipient according to the terms set out in such written approval; or (h) upon request for purpose of regulation, program approval examination, or investigation upon order by applicable provincial or federal regulatory agencies and authorities, to the extent required by law or judicial or administrative process, provided that the Disclosing Party is given prior written notice of such order or law and given the opportunity to seek a protective order against such disclosure.

## 9.0 DISPUTES

- 9.1 Any dispute regarding the interpretation, compliance with or breach of this Agreement will be negotiated in good faith between the parties commencing upon written notice from one party to the other containing a summary of the dispute (the “dispute notice”). All negotiations will be confidential and inadmissible in any subsequent proceeding without both parties’ written consent. If the dispute is not resolved by negotiation the parties will refer the dispute to a mediator acceptable to both parties for non-binding mediation. The costs of mediation shall be shared equally by the parties. If the dispute is not settled by mediation the dispute shall be settled by binding arbitration as follows. The arbitration shall be held in accordance with the provisions of the *Arbitration Act* (Ontario).
- 9.2 Under no circumstances will Northern tolerate discrimination of any form against its personnel or verbal abuse in any form from the Organization or the Organization’s personnel at any time. In such circumstances Northern shall, at its absolute discretion, have the right to terminate the Agreement with immediate effect.

Organization’s Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_

**10.0 TERM AND RENEWAL**

- 10.1 This Agreement shall be effective from the 1<sup>st</sup> day of November, 2016 and shall run for a term of three (3) years.
- 10.2 Implementation of the Fire Dispatch services in the Northern Emergency Services Department described in this Original Agreement will occur on the above date unless moved forward or back as mutually agreed.
- 10.3 On an annual basis (January 1st) the rate will be adjusted by the Consumer Price Index (CPI).
- 10.4 It is agreed that the population number for the area served will be revisited at the end of each twelve (12) month period and adjustments to that number may be made at that time. If the population base has changed more than 10%, the invoiced amount is to be recalculated.
- 10.5 The Organization and Northern agrees that at the completion of the initial term, this contract shall renew itself automatically on the same terms and conditions.
- 10.6 Prior to the end of any term, either party to this Agreement may terminate this Agreement upon ninety (90) days written notice prior to the commencement of any automatic renewal period. Should a notice to terminate be given, the Organization shall continue to be obligated to pay for the cost of the Fire Dispatch services under this contract to and including the date of such termination and Northern shall continue to be responsible to provide the services outlined in this Agreement.

**11.0 WAIVER**

- 11.1 The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 The exercise by any party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.3 Any waiver by any party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such party.

Organization's Initials: \_\_\_\_\_ Northern Initials: \_\_\_\_\_

**12.0 SUCCESSORS AND ASSIGNS**

- 12.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 12.2 Northern and the Organization may assign or contract their responsibilities as contained in this agreement.
- 12.3 Northern and the Organization shall perform their responsibilities hereunder in compliance with applicable laws.

**13.0 INTERPRETATION**

- 13.1 If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 13.2 The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

**14.0 NOTICE**

- 14.1 Any notice required pursuant to this Agreement shall be in writing and delivered personally, emailed or sent by registered mail (with proper postage) to the following addresses:

**Northern Communication Services Inc.,  
Operating as "Northern911"  
230 Alder Street  
Sudbury, Ontario P3C 4J2  
Email: specialprojects@northern911.com**

**Assiginack Fire Department  
P.O. Box 238, 156 Arthur St.  
Manitowaning, ON  
POP 1N0  
Email: assignackfire@eastlink.ca**

Or to such other addresses either of the parties may indicate in writing to the other. Any notice given in accordance with this shall be deemed to have been received upon delivery if delivered personally, or five (5) days after mailing, or on the Business Day following the day of emailing if sent by email.

Organization's Initials: \_\_\_\_\_ Northern Initials: \_\_\_\_\_

**15.0 ENTIRE AGREEMENT**

15.1 Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties, with respect to the provision and operation of the Fire Dispatch Services and supersedes any previous agreement whether written or verbal. Should any provision or any part of any provision, of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.

**16.0 RELATIONSHIP OF THE PARTIES**

16.1 The parties hereto do not intend this Agreement or the relationship established hereunder to constitute a partnership, joint venture, relationship of franchiser and franchisee, relationship of principal and agent, or relationship of employer and employee, between Northern and the Organization or between Northern and any officers, directors, employees, agents, clients or contractors of the Organization. The Organization shall have no obligation or authority to bind Northern or to assume or create any obligation or responsibility, expressed or implied, on Northern's behalf, or in its name, nor shall it represent to anyone that it has such power or authority and vice versa.

**17.0 JURISDICTION**

17.1 This Agreement shall be governed by and interpreted under the laws of the Province of Ontario.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

Assignack Fire Department

Northern Communication Services Inc.,  
Operating as "Northern911"

\_\_\_\_\_  
Signature of Signing Authority

\_\_\_\_\_  
Signature of Signing Authority

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Organization's Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_



# **Schedule "A"**

## **Rates & Charges**

**The charges for the provision of services in this agreement are based on the population base in the area served.**

**The population figure as obtained from the 2011 Census of Population published by Statistics Canada for the initial year is based on the figure of about 960.**

**The annual rate for Fire Dispatch services is \$1843.20 plus tax.**

**Services are billed monthly at \$153.60 plus tax.**

**A monthly Telco (line) fee of \$4.36 will also be charged. This fee may change on a yearly basis.**

**The one-time set up fee for Fire Dispatch Services is \$500.00. However, based on a three (3) year Agreement, we have reduced this rate to \$100.**

Organization's Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_

# Schedule “B”

## Serving Area

As determined by the Organization and Bell Canada and to encompass only those residents as in Schedule “A”.

For clarity this generally means Manitowaning

Organization’s Initials: \_\_\_\_\_

Northern Initials: \_\_\_\_\_