

**MUNICIPALITY**



**OF ASSIGINACK**

**BOX 238, MANITOWANING, ONT., P0P 1N0  
(705) 859-3196 or 1-800-540-0179**

[www.assiginack.ca](http://www.assiginack.ca)

**REGULAR MEETING OF COUNCIL  
Tuesday, May 3, 2022 5:00 pm  
AGENDA**

**For Consideration:**

- 1. OPENING**
  - a) Adoption of Agenda
  - b) Disclosure of Pecuniary Interest and General Nature Thereof
- 2. ANNOUNCEMENTS**
- 3. ADOPTION OF MINUTES**
  - a) Regular Meeting of April 19, 2022
- 4. DELEGATIONS**
- 5. REPORTS**
  - a) Treasurer's Report: Ontario Regulation 284/09: 2022 Budget
- 6. ACTION REQUIRED ITEMS**
  - a) Accounts for Payment : General \$ 71,183.93  
Payroll: \$ 21,179.03
  - b) Food Forest Queen's Park
- 7. INFORMATION ITEMS**
  - a) Gravenhurst: Floating Accommodations
  - b) Barrie: Joint and Several Liability
  - c) Cramahe: More Homes for Everyone Act
  - d) Vaughn: Municipal Development Planning
  - e) Manitoulin Centennial Manor: Joint Meeting Invitation

**8. BY-LAWS**

- a) By-law # 2022-13 Bell Canada 911 Service Agreement
- b) By-law # 2022-16 Set Tax Ratios 2022
- c) By-law # 2022-17 Set Tax Rates 2022
- d) By-law # 2022-18 Set Water and Wastewater Rates 2022

**9. CLOSED SESSION**

Security, Legal, Requested Land Sale

**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, April 19, 2022 at 5:00 pm.

**Present:** Mayor Dave Ham  
Councillor Dave McDowell  
Councillor Rob Maguire  
Councillor Christianna Jones  
Councillor Hugh Moggy

**Staff:** Alton Hobbs, CAO, Deputy Clerk  
Deb MacDonald, Treasurer  
Freda Bond, Tax and Utilities Manager  
Jackie White, PEC  
Dwayne Elliott, Fire Chief

**Press:**

**Public:** Brenda Reid  
Frank Klodnicki

**OPENING:**

**093-09-2022 D. McDowell - H. Moggy**

THAT the Regular Meeting of the Council of the Corporation of the Township of Assiginack be opened for business at 5:00 pm, with a quorum of members present, with Mayor Ham presiding in the Chair.

*CARRIED*

**AGENDA:**

**#094-09-2022 C. Jones - R. Maguire**

THAT we adopt the agenda as amended as follows:  
8e) By-law # 2022-16, Zoning By-law Amendment

*CARRIED*

**DISCLOSURE OF PECUNIARY INTEREST:**

**ANNOUNCEMENTS:**

NONE

**ADOPTION OF MINUTES:**

**#095-09-2022 D. McDowell – C. Jones**

THAT the Minutes of the Regular Council Meeting of April 5, 2022 be accepted.

*CARRIED*

**DELEGATIONS:**

NONE

**REPORTS:**

**#096-09-2022 R. Maguire – H. Moggy**

THAT we adjourn from our Regular Meeting and open a public meeting for the purpose of hearing comments on a proposed amendment to By-law # 80-20, the Comprehensive Zoning By-law of the Township of Assiginack, with Mayor Ham presiding in the Chair.

*CARRIED*

**#097-09-2022 D. McDowell – C. Jones**

THAT we adjourn from our public meeting and resume our regular Council Meeting.

*CARRIED*

**ACTION REQUIRED ITEMS:**

**#098-09-2022 D. McDowell - H. Moggy**

THAT Council authorizes the following Accounts for Payment:

General: \$ 100,708.81;

AND THAT the Mayor and administration be authorized to complete cheques #31898 through #31928 as described in the attached cheque register report.

*CARRIED*

**#099-09-2022 C. Jones - R. Maguire**

THAT Council authorizes the following Accounts for Payment:

Payroll: \$22,010.52

AND THAT the Mayor and administration be authorized to complete cheques #31891 through #31897 as described in the attached cheque register report.

*CARRIED*

**#100-09-2022 H. Moggy – D. McDowell**

THAT we support Resolution # 2022-10 of the Manitoulin Municipal Association requesting provincial funding to reimburse costs to subsidize the POA for current and past deficits.

*CARRIED*

**#101-09-2022 C. Jones – R. Maguire**

THAT we confirm our participation on the 2022 Hazardous Waste Day on July 23<sup>rd</sup>;

AND THAT we confirm our municipal Clean Up Week, the week of May 16<sup>th</sup> to the 21<sup>st</sup> with extended landfill site hours and a scheduled pick up of item service.

*CARRIED*

**#102-09-2022 D. McDowell - H. Moggy**

THAT we thank the management and staff of Terrastar Building Products for the donation of the Wishing Well and confirm that we will arrange placement at the waterfront.

*CARRIED*

**INFORMATION ITEMS:**

**#103-09-2022 H. Moggy – C. Jones**

THAT we acknowledge receipt of the following correspondence items:

- a) Ministry of the Solicitor General: 2021 EMCPA Compliance
- b) CEMC: 4<sup>th</sup> Dose Booster Eligibility
- c) MMAH: Emergency Order Ending
- d) Expositor: 2022 Salmon Classic
- e) Manitoulin Special Olympics
- f) OMAFRA: H5N1

g) MOECP: Cybersecurity: Municipal Water Systems

*CARRIED*

**BY-LAWS:**

**#104-09-2022 D. McDowell – H. Moggy**

THAT By-law # 2022-07, being a By-law to establish a residential Short Term Rental Policy be given first and second readings.

*CARRIED*

**#105-09-2022 C. Jones – R. Maguire**

THAT By-law # 2022-12, being a by-law to amend the Township's Procedural By-law be given first, second, third and final reading and enacted in Open Council.

*CARRIED*

**#106-09-2022 H. Moggy - D. McDowell**

THAT By-law # 2022-14, being a by-law to authorize a Subdivision Agreement be given first, second, third and final readings and enacted in Open Council.

*CARRIED*

**#107-09-2022 R. Maguire – C. Jones**

THAT By-law # 2022-15, being a by-law to authorize an agreement with Data Fix for Voter View Services in the 2022 Municipal Election be given first, second, third and final readings and enacted in Open Council.

*CARRIED*

**#108-09-2022 D. McDowell – C. Jones**

THAT By-law # 2022-16, being a by-law to amend By-law # 80-20, the Comprehensive Zoning By-law of the Township of Assiginack be given first, second, third and final reading and enacted in Open Council.

*CARRIED*

**CLOSED SESSION:**

**#109-09-2022 C. Jones – R. Maguire**

THAT in accordance with By-law # 02-02 as amended and Section 239 of the Municipal Act as amended, Council proceed to a Closed Session (in camera) at

5:20 in order to attend to matters pertaining to:

Personnel and Security of the Municipality.

*CARRIED*

**#110-09-2022 H. Moggy – D. McDowell**

THAT we adjourn from our closed session at 5:25 pm and resume our regular meeting.

*CARRIED*

**CLOSING:**

**#111-09-2022 C. Jones - R. Maguire**

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

*CARRIED*

\_\_\_\_\_  
David Ham, MAYOR

\_\_\_\_\_  
Alton Hobbs, CAO/DEPUTY CLERK

5:26 pm

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

MUNICIPALITY



OF ASSIGINACK

RECEIVED  
APR 13 2022

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**  
**April 13, 2022**

**TITLE:** 'Ontario Regulation 284/09 – 2022 Budget

**RECOMMENDATION:** That Council adopt the compliance report contained in the Report to Council re: Ontario Regulation 284/09 – 2022 Budget dated April 13, 2022 as prepared by the Treasurer, for expenses excluded from the 2022 budget as a requirement of Ontario Regulation 284/09 passed under the Municipal Act, 2001.

**PURPOSE:** This report is being presented to Council in order to meet the requirements of Regulation 284/09 under the Municipal Act, 2001. This report contains information related to changes in financial reporting and budget requirements for municipalities as a result of Public Sector Accounting Board (PSAB) accounting standards.

**BACKGROUND/REPORT:** In 2009, the Public Sector Accounting Board (PSAB) introduced major revisions to accounting standards whereby municipalities were required to record the costs of tangible capital assets and related amortization expenses on their annual financial statements. However, it was recognized that a requirement to include amortization expense in the municipal budget would directly increase property taxes. As a result, Ontario Regulation 284/09, was passed, which permits for the exclusion of the following expenses from the budget:

- Amortization expenses
- Post-employment benefits expenses
- Solid waste landfill closure and post-closure expenses.
- 

The attached table outlines the high-level adjustments made that converts the balanced 2022 Budget prepared on the fund basis (cash basis) of accounting to an estimated increase to the Municipality's Accumulated Surplus of approximately \$1,269,000 on the full accrual basis of accounting.

Amortization expenses - As shown in the table, amortization expenses are estimated to be approximately \$693,000.

Post-employment benefits expenses – The municipality does not provide retiree health benefits or other post-employment benefits. Pension payments are provided by OMERS upon retirement and are funded through annual contributions by both the municipality



and the employee during the duration of the employee's employment. There is therefore no effect on accumulated surplus.

**Solid waste landfill closure and post-closure expenses** – Under the environmental laws of Ontario, the municipality is required to provide for the closure and post-closure care of solid waste landfill sites. These costs are estimated over the remaining life of the landfill site based on usage and recorded as such on the township's financial statements. PSAB standards, however, do not require that these liabilities be fully funded. It is important to note, however, that the Municipality does currently have in place a reserve for future landfill needs of approximately \$268,000.

There is no financial impact from the exclusion of these expenses, as the annual budget is prepared on a cash flow basis. This is simply an accounting reconciliation between the two reporting methods.

**SUPPORTING DOCUMENTS:** Ontario Regulation 284/09 of the Municipal Act, 2001

**DISPOSITION:** Council

<b>Conversion from Fund to Accrual Accounting</b>				
<b>Revenues:</b>				
Operating	\$	5,052,288.35	As per the proposed budget	
Capital	\$	1,580,937.41	As per the proposed budget	
	\$	6,633,225.76		
<b>Less:</b>				
Transfer from other funds	\$	251,395.26	This figure represents transfers from reserves for expenditures, these funds are not considered a revenue source under accrual accting.	
Proceeds on long term debt issue	\$	-		
	\$	251,395.26		
<b>Total Revenues</b>	\$	6,381,830.50		
<b>Expenses:</b>				
Operating	\$	4,386,129.18	As per the proposed budget	
Capital	\$	2,247,096.58	As per the proposed budget	
	\$	6,633,225.76		
<b>Less:</b>				
Transfer to other funds	\$	129,442.48	Under the accrual method, contributions to reserves are not considered an expense	
Tangible Capital Assets	\$	1,967,353.84	Under the accrual method, Tangible Capital Assets are not fully expensed in the yr of acquisition, instead they are amortized over their useful life.	
Debt Principal Payments	\$	157,245.00	Under the accrual method, debt principal payments considered a reduction of liability and not an expense	
	\$	2,254,041.32		
<b>Total Expenses</b>	\$	4,379,184.44		
<b>Annual Surplus: before exclusions</b>	\$	2,002,646.06	Revenues less Expenses	
<b>Exclusions:</b>				
<b>Less:</b>				
Amortization of TCA	\$	693,000.00	Estimated	
<b>Add:</b>				
Post-Closure Landfill Expenses	\$	40,000.00	The reporting of landfill closure and post closure expenses reduce the accumulated surplus	
<b>Add:</b>				
Post-Employment Benefit Expenses	\$	-	N/A	
<b>Total Exclusions:</b>	\$	733,000.00		
<b>Annual Surplus: after exclusions</b>	\$	1,269,646.06		
<b>Outline for Conversion from Fund to Accrual Accounting</b>				

<b>Operating Budget Surplus/(Shortfall)</b>	\$	-	<b>Fund Accounting</b>				
<b>1. Capital Assets</b>							
- Less: Amortization Expense	-\$	693,000.00					
- Add: Budgeted Tangible Capital Asset	\$	1,967,353.84					
- Less: Proceeds of Debentures	\$	-	Not applicable				
- Add: Debt Principal Payments	\$	157,245.00					
- Add: Transfer to Reserves	\$	129,442.48					
- Less: Transfer from Reserves	-\$	251,395.26					
<b>2. Post-Employment Benefits</b>							
- Less: Change in Unfunded Post Employment Benefits Liability	\$	-	Not applicable - Municipality does not provide post employment benefits, pension payments are provided by OMERS upon retirement and are funded during the employee's employment through annual contributions				
<b>3. Post-Closure Landfill Expenses</b>							
- Less - Change in Unfunded Landfill Closure and Post Closure Liability	-\$	40,000.00					
<b>Estimated Impact on the Ending Accumulated Surplus</b>	\$	1,269,646.06					

The Township of Assinack  
 CHEQUE DISTRIBUTION REPORT  
 Payables Management

**Ranges:** From: To: From: To:  
 Vendor ID First Last Chequebook ID First Last  
 Vendor Name First Last Cheque Number 0031937  
 Cheque Date First Last  
**Sorted By:** Cheque Number

Distribution Types Included: All

ChqNo:	Date:	Vendor:	Amount:
0031937	2022-04-25	BELL CANADA	\$22.48
InvNo: 2022 04 01	InvDesc: toll free line	InvAmt: \$22.48	
0031938	2022-04-25	DEBORAH MACDONALD	\$275.00
InvNo: I-460556	InvDesc: eyeglasses (duncan)	InvAmt: \$275.00	
0031939	2022-04-25	EASTLINK	\$121.94
InvNo: APRIL 10 2022 PW	InvDesc: pw-dsl	InvAmt: \$60.97	
InvNo: APRIL 10 2022 MARINA	InvDesc: marina-dsl	InvAmt: \$60.97	
0031940	2022-04-25	GERRY STRONG	\$153.85
InvNo: APRIL 25 2022	InvDesc: bldg insp mileage	InvAmt: \$153.85	
0031941	2022-04-25	HYDRO ONE NETWORKS INC.	\$380.93
InvNo: APRIL 7 2022 OFFICE	InvDesc: mun.office	InvAmt: \$380.93	
0031942	2022-04-25	JACKIE WHITE	\$31.64
InvNo: APRIL 14 2022	InvDesc: pec-reimb.advertising	InvAmt: \$31.64	
0031943	2022-04-25	MANITOULIN-SUDBURY DISTRICT SOCIAL SERVIC	\$32,227.50
InvNo: IN000020290	InvDesc: may amb/social assistance	InvAmt: \$32,227.50	
0031944	2022-04-25	MANITOWANING FRESHMART	\$28.49
InvNo: 00077378	InvDesc: admin-kitchen supp	InvAmt: \$24.50	
InvNo: 00018485	InvDesc: admin-water refill	InvAmt: \$3.99	
0031945	2022-04-25	NEW NORTH FUELS INC	\$1,227.39
InvNo: 614864	InvDesc: po-furnace oil	InvAmt: \$1,227.39	
0031946	2022-04-25	ONTARIO CLEAN WATER AGENCY	\$2,625.85
InvNo: INV00000020974	InvDesc: mtg lift stn callout	InvAmt: \$2,625.85	
0031947	2022-04-25	PAUL METHNER	\$1,100.00
InvNo: #2022-03-31	InvDesc: march animal control	InvAmt: \$1,100.00	
0031948	2022-04-25	PERRY NEWMAN	\$135.85
InvNo: APRIL 25 2022	InvDesc: bylaw enforcement mileage	InvAmt: \$135.85	
0031949	2022-04-25	PULORATOR COURIER	\$43.63
InvNo: 450316543	InvDesc: fredight	InvAmt: \$43.63	
0031950	2022-04-25	SUDBURY & DISTRICT HEALTH UNIT	\$3,473.00
InvNo: RC020035300	InvDesc: may health unit levy	InvAmt: \$3,473.00	
0031951	2022-04-25	SUPERIOR PROPANE INC.	\$1,057.30
InvNo: 38674387	InvDesc: lib bldg-propane	InvAmt: \$1,057.30	
0031952	2022-04-25	DYNAMIC ONLINE MARKETING CORP	\$485.90
InvNo: 131052	InvDesc: fd-ppe	InvAmt: \$485.90	
0031953	2022-04-25	PHOENIX EMERGENCY MANAGEMENT LOGIC	\$3,248.75

The Township of Assiginack  
CHEQUE DISTRIBUTION REPORT  
Payables Management

InvNo: 2022-11-01      InvDesc: cems-1st qtr 2022      InvAmt: \$3,248.75

ChqNo:	Date:	Vendor:	Amount:
0031954	2022-04-25	CANDICE IRWIN	\$316.40

InvNo: 243      InvDesc: pec-april dance classes      InvAmt: \$316.40

ChqNo:	Date:	Vendor:	Amount:
0031955	2022-04-25	J.L.RICHARDS & ASSOC LIMITED	\$1,735.26

InvNo: 104375      InvDesc: assig.zbl update review      InvAmt: \$1,735.26

ChqNo:	Date:	Vendor:	Amount:
0031956	2022-04-25	MLA LAW	\$80.00

InvNo: FILE #9037      InvDesc: reimb tx cert pyt      InvAmt: \$80.00

ChqNo:	Date:	Vendor:	Amount:
0031957	2022-04-25	WINDOWS UNLIMITED	\$7,238.19

InvNo: 885219      InvDesc: rdside maint/grass cutting      InvAmt: \$3,367.94

InvNo: 885235      InvDesc: po cleaning      InvAmt: \$1,610.25

InvNo: 1      InvDesc: covid cleaning parks 2022      InvAmt: \$2,260.00

ChqNo:	Date:	Vendor:	Amount:
0031958	2022-04-25	XEROX CANADA LTD.	\$223.50

InvNo: 85558108      InvDesc: monthly copier usage      InvAmt: \$220.30

InvNo: 694329      InvDesc: monthly copier usage      InvAmt: \$3.20

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

**Report Total:**

**\$56,232.85**

**THE TOWNSHIP OF ASSIQUIMA**  
**CHEQUE DISTRIBUTION REPORT**  
**Payables Management**

**Ranges:**      **From:**                      **To:**                                      **From:**                                      **To:**  
 Vendor ID    First                              Last                                      Chequebook ID    First                                      Last  
 Vendor Name    First                              Last                                      Cheque Number    0031959                                      0031968  
 Cheque Date    First                              Last

**Sorted By:**    Cheque Number

Distribution Types Included: All

ChqNo:	Date:	Vendor:	Amount:
0031959	2022-04-26	ALLEN'S AUTOMOTIVE GROUP	\$470.66
InvNo: 806841	InvDesc: hydraulic oil	InvAmt: \$138.90	
InvNo: 425944	InvDesc: spark plug	InvAmt: \$9.41	
InvNo: 425566	InvDesc: light #2	InvAmt: \$55.80	
InvNo: 425439	InvDesc: lights #16	InvAmt: \$144.92	
InvNo: 425404	InvDesc: light #2	InvAmt: \$27.32	
InvNo: 425068	InvDesc: clips	InvAmt: \$10.03	
InvNo: 806251	InvDesc: swivel wheel	InvAmt: \$71.18	
InvNo: 806082	InvDesc: switch	InvAmt: \$13.10	
0031960	2022-04-26	B.A.M.M.-BRENDAN ADDISON MOBILE MECHANIC/	\$1,042.43
InvNo: 1637	InvDesc: repair gargabe truck	InvAmt: \$1,042.43	
0031961	2022-04-26	BEAMISH CONSTRUCTION INC	\$8,433.24
InvNo: 02551	InvDesc: 2 lds cold mix	InvAmt: \$8,433.24	
0031962	2022-04-26	HUGHES SUPPLY COMPANY	\$168.14
InvNo: 46991	InvDesc: hand cleaner/g.bags/shovel	InvAmt: \$168.14	
0031963	2022-04-26	MANITOU LIN CHRYSLER LIMITED	\$847.22
InvNo: 18265	InvDesc: accelerator sensor #6	InvAmt: \$847.22	
0031964	2022-04-26	MANITOWANING MILL & HOME BUILDING CENTRE	\$121.57
InvNo: 0239239	InvDesc: coffee	InvAmt: \$49.98	
InvNo: 0238648	InvDesc: nuts&bolts	InvAmt: \$12.88	
InvNo: 0238484	InvDesc: teflon tape	InvAmt: \$7.56	
InvNo: 0238171	InvDesc: wire	InvAmt: \$42.93	
InvNo: 0238132	InvDesc: couplings	InvAmt: \$8.22	
0031965	2022-04-26	MESSER CANADA INC	\$31.71
InvNo: 2104920725	InvDesc: oxygen refill	InvAmt: \$31.71	
0031966	2022-04-26	MSC INDUSTRIAL SUPPLY ULC	\$437.28
InvNo: 5337445001	InvDesc: cleaner/safety glass/batteries	InvAmt: \$210.67	
InvNo: 5289822001	InvDesc: drill bits/plow bolts/nuts	InvAmt: \$226.61	
0031967	2022-04-26	MSR TIRE LTD	\$922.08
InvNo: 37304	InvDesc: float tires	InvAmt: \$922.08	
0031968	2022-04-26	TED PEARSON AUTOMOTIVE LTD.	\$2,476.75
InvNo: 73798	InvDesc: hydraulic jack	InvAmt: \$2,476.75	

**The Township of Assinack**  
**CHEQUE DISTRIBUTION REPORT**  
Payables Management

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

**Report Total:**

**\$14,951.08**

Payment #	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0031929	2022-04-25	04/25COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0031930	2022-04-25	04/25COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0031931	2022-04-25	04/25COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0031932	2022-04-25	04/25COMB	219	JONES, CHRISTIANNA	OUTSTANDING	Cheque
0031933	2022-04-25	04/25COMB	367	QUACKENBUSH, MICHAEL	OUTSTANDING	Cheque
0031934	2022-04-25	04/25COMB	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
0031935	2022-04-25	04/25COMB	383	MENDE, JONATHAN	OUTSTANDING	Cheque
0031936	2022-04-25	04/25COMB	384	CASE, LORI	OUTSTANDING	Cheque
3000	2022-04-25	04/25COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
3001	2022-04-25	04/25COMB	118	COOPER, RONALD	OUTSTANDING	Direct Deposit
3002	2022-04-25	04/25COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
3003	2022-04-25	04/25COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
3004	2022-04-25	04/25COMB	218	MCDOWELL, DAVID	OUTSTANDING	Direct Deposit
3005	2022-04-25	04/25COMB	220	HAM, DAVID	OUTSTANDING	Direct Deposit
3006	2022-04-25	04/25COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
3007	2022-04-25	04/25COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
3008	2022-04-25	04/25COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
3009	2022-04-25	04/25COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
3010	2022-04-25	04/25COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
3011	2022-04-25	04/25COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
3012	2022-04-25	04/25COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
3013	2022-04-25	04/25COMB	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit
3014	2022-04-25	04/25COMB	386	NEWMAN, PERRY	OUTSTANDING	Direct Deposit

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Total : \$21,179.03



# Alton Hobbs

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**From:** Christianna Jones [REDACTED]  
**Sent:** April 19, 2022 1:38 PM  
**To:** Alton Hobbs  
**Subject:** Food Forest at Queen's Park

Afternoon Alton:

confirming that I can go ahead and start planning the food forest area at Queen's Park. I would like to have community members join in the creation and planting of the park.

Also, please confirm the budget amount that was allocated to the park.

Thank you,  
Christianna

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 2022-13**

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK  
TO ENTER INTO AN AGREEMENT WITH BELL CANADA FOR THE PROVISION OF  
A NEXT GENERATION 911 SERVICE.**

**WHEREAS** the necessary authority is found in Section 8 of the Municipal Act, S.O. 2001, c 25 as amended;

**AND WHEREAS** Section 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 wishes to enter into an agreement with the Bell Canada:

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

1. THAT the Municipality enter into an agreement with the Bell Canada for the provision of 911 Service, pursuant to the agreement, attached as Schedule A to this by-law and forming part of it.
2. THAT this by-law shall come into force and take effect upon third and final reading hereof.

Read a first, second and third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor: Dave Ham

\_\_\_\_\_  
Deputy Clerk: Alton Hobbs

seal

## NEXT GENERATION 9-1-1 AUTHORITY SERVICE AGREEMENT

This Agreement is between

**[INSERT 9-1-1 AUTHORITY NAME]**, a municipality, local service board, first nation, province or other authorized signing authority located at **[INSERT ADDRESS]** (the "9-1-1 Authority")

AND

**BELL CANADA**, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec H3E 3B3 ("**Bell**")

**WHEREAS** Next Generation 9-1-1 Service (as defined below) is a service that replaces Enhanced 9-1-1 ("**E9-1-1**") service and is based on Internet Protocol (IP) technologies and supports 9-1-1 Calls natively IP end-to-end;

**AND WHEREAS** the Canadian Radio-television and Telecommunications Commission ("**CRTC**") determined in Telecom Decision CRTC 2015-531 that Canada's NG9-1-1 system should use the National Emergency Number Association standard ("**NENA i3**") as the baseline reference architecture;

**AND WHEREAS** in June 2017, the CRTC rendered Telecom Regulatory Policy CRTC 2017-182, which, among other things, directed all Incumbent Local Exchange Carriers ("**ILEC**'s) to establish Next Generation 9-1-1 networks by 9-1-1 network service providers;

**AND WHEREAS** Bell operates and manages a Next Generation 9-1-1 System serving the provinces where it is the ILEC and where requested by a Small Incumbent Local Exchange Carrier ("**SILEC**") to operate as the SILEC's NG9-1-1 network provider, including in the territory in which the 9-1-1 Authority operates.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. DEFINITIONS**

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

### **2. SCOPE OF AGREEMENT**

- (a) **Agreement:** The 9-1-1 Authority requests and Bell will provide to the 9-1-1 Authority the Next Generation 9-1-1 services (the "**NG9-1-1 Service**") described below and in the schedules attached to, and forming part of, this agreement (each a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 2(b), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- (b) **Tariffed Services and CRTC Approval:** The NG9-1-1 Service is regulated by the CRTC and shall only be provided in compliance with the applicable tariffs including CRTC 7400, Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein.
- (c) **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network ("**ESInet**"). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Service Provider networks supporting 9-1-1 Calls over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the PSAP operations premise using Bell's IP VPN service to the PSAPs authorized by the 9-1-1 Authority. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other

third party applications from trusted entities as may be requested by the 9-1-1 Authority and agreed to by Bell. Bell provided NG9-1-1 Service features are described in the User-to-Network Interface ("UNI") and in Schedule "B" (NG9-1-1 Network Features). 9-1-1 Authority agrees that Bell is not responsible nor liable for damages arising from 9-1-1 Authority's use of third party applications in conjunction with the NG9-1-1 Service.

- (i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:
- A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
  - B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule "C" (PSAP Designations & Locations);
  - C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
  - D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider ("ONP");
  - E. Receive, aggregate and maintain into a single dataset representative of Bell's entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
  - F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
  - G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
  - H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
  - I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
  - J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.
- (ii) The 9-1-1 Authority agrees to:
- A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
  - B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule "G", and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
  - C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.

- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule "D" (Specifications & Guidelines);
  - E. Ensure, all PSAPs in the Serving Area are compliant with the deployment criteria listed in Schedule "E" (Deployment Criteria);
  - F. Ensure all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity and all other considerations within the PSAPs domains;
  - G. Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
  - H. Ensure the Primary PSAP accepts specific planned test calls from the public;
  - I. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
  - J. Resolve mapping and addressing discrepancies / errors reported to the GIS Authorities by Bell in a timely manner or as otherwise specified in the discrepancy report;
  - K. Provide supporting technical and operational documentation as listed in Schedule "D" (Specifications & Guidelines) on the Bell 9-1-1 Flex Portal; and
  - L. Ensure Bell is provided in writing the information listed in Schedule F where the 9-1-1 Authority is a Government Provincial PSAP and ensure such information is current at all times.
- (iii) The NG9-1-1 Authority acknowledges and agrees that NG9-1-1 Service resiliency, reliability and security depends upon the following:
- A. The type and capabilities of the Originating Service Provider and the technology from which 9-1-1 Calls originate;
  - B. The accuracy of the data provided by the various NG9-1-1 stakeholders including the 9-1-1 Authority, PSAP and Originating Service Providers and other trusted entities;
  - C. The use of encryption and appropriate security protocols as described in Schedule E of this Agreement and as may be further developed over time; and
  - D. The availability of entrance diversity configuration, and physical attributes including the distance between entry points and power diversity of the PSAP Location,
- and agrees that ensuring the foregoing elements are the best available will improve its experience with the NG9-1-1 Service.
- (iv) Bell and 9-1-1 Authority agree that the implementation of Next Generation 9-1-1 Service within the Serving Area shall be carried out pursuant to the User-to-Network Interface (UNI) Technical Specification Document and the requirements established by the CRTC, and the Parties agree to update this Agreement as the CRTC requirements evolve.
- (v) The NG9-1-1 Service allows for many new feature possibilities with regards to types of data that can be transmitted. The availability of these features may require upgrades to software and or hardware by the PSAP.

(vi) The NG9-1-1 Service will require security updates on an ongoing basis. To ensure the security of the NG9-1-1 Service, the NG9-1-1 Authority commits to ensure the PSAPs selected to serve its inhabitants, apply security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

(vii) In the event a PSAP is removed from Bell's ESInet, 9-1-1 Calls destined for the PSAP will be rerouted in accordance with the PSAP's defined Policy Routing Rules.

(d) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "Affiliate"), agents, suppliers or subcontractors (the "Bell Providers"), but Bell shall not be relieved of its obligations by using the Bell Providers.

### 3. FEES

The Tariffs set out certain approved rates, fees, and charges and capital, development or installation costs (if any) (the "Fees") applicable to the NG9-1-1 Services. The 9-1-1 Authority shall pay Fees that are specified in the Tariffs. For services related to the NG9-1-1 Services but not specified in the Tariffs including those related to tertiary sites and third circuits the 9-1-1 Authority shall pay the fees as agreed to by the Parties. The 9-1-1 Authority shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "Taxes"). The 9-1-1 Authority shall pay Fees and Taxes within 30 days of the invoice date. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date. For clarity, the NG9-1-1 Authority may pay all amounts referred to in this Section 3 via arrangements it may make with an applicable PSAP.

### 4. TERM AND TERMINATION

(a) **Term:** The term of this Agreement (the "Initial Term") will begin on the date it is signed by the 9-1-1 Authority (the "Effective Date") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.

(b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "Renewal Term"). The Initial Term and any Renewal Term(s) are collectively referred to as the "Term".

(c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

### 5. LIMITATION OF LIABILITY

(a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.

(b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1

Authority and/or Bell, 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 this Agreement.

## **6. CONFIDENTIAL INFORMATION**

- (a) "**Confidential Information**" means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the 9-1-1 Authority's name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party; or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as: (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party's prior written consent. For clarity, any information exchanged between Bell and the 9-1-1 Authority, their employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- (c) The 9-1-1 Authority consents to Bell disclosing 9-1-1 Authority information to the CRTC as required for the CRTC to approve any regulatory filings or CRTC requests for information related to the Services. Additionally, 9-1-1 information that is available with a 9-1-1 Call is provided on a confidential basis pursuant to CRTC 7400, Bell Canada National Services Tariff Item 601 as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of answering and dispatching 9-1-1 Calls
- (d) In the event that Bell is provided with access to the 9-1-1 Authority's End Users' information ("**End User Data**"), 9-1-1 Authority shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. The 9-1-1 Authority acknowledges and agrees that in the event that the 9-1-1 Authority provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.
- (e) The 9-1-1 Authority and Bell agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- (f) The 9-1-1 Authority shall ensure their PSAPs comply with the terms of this Section 6. Bell shall only share Confidential Information pertaining to this Agreement with the PSAPs identified in Schedule "B" (PSAP Designations & Locations).

## **7. FORCE MAJEURE**

- (a) If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or

labour unrest such as strikes, slowdowns, picketing or boycotts (each an "Event of Force Majeure"), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

- (b) Bell and the 9-1-1 Authority agree that in the Event of a Force Majeure the parties will co-operate and make all reasonable efforts to provide a temporary replacement service until the NG9-1-1 Service is restored. The costs required to provide temporary replacement service shall be borne as between Bell and the 9-1-1 Authority in accordance with the Parties' respective obligations as described in Sections 2(c)(i) & (ii) of this Agreement.

## 8. **GENERAL PROVISIONS**

- (a) **No Resale:** The 9-1-1 Authority shall not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement.
- (b) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the 9-1-1 Authority and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Assignment:**
- (i) This Agreement shall bind and enure to the benefit of Bell and the 9-1-1 Authority and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, subject to Paragraph (ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party's business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Subsection, on and after the effective date of such assignment.
  - (ii) Bell's prior written consent shall be required in the event of a proposed assignment by 9-1-1 Authority if, in Bell's determination, the 9-1-1 Authority's proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (d) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the 9-1-1 Authority's head office is situated in Quebec. If the 9-1-1 Authority's head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the 9-1-1 Authority's head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- (e) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a



Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- (f) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be:

For the **9-1-1 Authority**,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

For **Bell**,

c/o 9-1-1 Service Team  
930 d'Aiguillon, B320  
Quebec, G1R 5M9

Email: [signatures.911@bell.ca](mailto:signatures.911@bell.ca)

With a copy to,

c/o Corporate Secretary  
1 Carrefour Alexander Graham Bell, Building A, 4th Floor  
Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

The 9-1-1 Authority shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

- (h) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (i) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 3 (Fees ), 4(c) (Termination or Suspension of a Service), 5 (Limitation of Liability), 6 (Confidential Information), and this Section 8 (General Provisions).
- (j) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

- (k) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
  
- (l) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of the 9-1-1 Authority. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

<p><b>[9-1-1 AUTHORITY NAME]</b></p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>	<p><b>BELL CANADA</b></p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>
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## Schedule "A"

### DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in this Schedule "A" and where not otherwise defined in this Agreement, as ascribed in the current Network Interconnection (UNI) Document.

**"9-1-1 Authority"** means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service, and defined as the 9-1-1 Authority party to this Agreement;

**"9-1-1 Call"** means a request for public safety assistance signalled by a 9-1-1 Caller using a device and communications service supporting 9-1-1 dialling, and delivered through the NG9-1-1 Service, regardless of the media (e.g., voice, video, text, other) used to make that request;

**"9-1-1 Caller"** means end user dialing 9-1-1;

**"9-1-1 Control Centre"** means a dedicated 9-1-1 24/7 support, maintenance and surveillance centre;

**"Agreement"** has the meaning ascribed to it in Section 2(a);

**"Back-Up PSAP" or "Back-Up Public Safety Answering Point"** means the back-up PSAP as identified by the 9-1-1 Authority in Schedule "C";

**"Basic 9-1-1 Final Routing Alternative"** means the designated last resort routing destination involving a third-party call centre, such as those used for nomadic VoIP calls;

**"Bell 9-1-1 Flex Portal"** means a secure Web site accessible from the public Internet for Customers to access information pertaining to its NG9-1-1 Services.

**"CEE"** means Customer Edge Equipment and refers to the peering equipment provided by the customer, facing the Bell Customer Edge router;

**"CRTC" or "Canadian Radio-Television and Telecommunications Commission"** has the meaning ascribed to it in the preamble to this Agreement;

**"Effective Date"** has the meaning ascribed to it in Section 4(a);

**"End User Data"** has the meaning ascribed to it in Section 6(d);

**"Event of Force Majeure"** has the meaning ascribed to it in Section 7(a);

**"ESInet"** has the meaning ascribed to it in Section 2(c)(i);

**"GIS Authority"** means a body that has control over and the power to make decisions about the source addressing and GIS data which is responsible for providing aggregated GIS/addressing data on behalf of the 9-1-1 Authority to the NG9-1-1 Service Provider for the purpose of NG9-1-1 Service;

**"GIS Data Provider"** means an entity that assigns addresses, creates, collects, maintains and shares spatial datasets. It may include addressing authorities (e.g. local, provincial and territorial governments, First Nations), 9-1-1 Authorities, and data aggregators;

**"GIS" and "Geographic Information System"** Means a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced;

**"i3-PSAP"** means a Public Safety Answering Point (PSAP) conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls;  
**"Initial Term"** has the meaning ascribed to it in Section 4(a);

**"ILEC"** and **"Incumbent Local Exchange Carrier"** means the existing telephone companies, prior to the introduction of local competition;

**"Late Payment Charges"** has the meaning ascribed in Section 3;

**"Local Registration Authority"** have the meaning ascribed to them in CRTC Decision 2019-353;

**"MSAG"** or **"Master Street Address Guide"** means the database that contains street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper selective routing and selective transfer of 9-1-1 calls in the legacy E9-1-1 environment;

**"NENA i3"** has the meaning ascribed to it in the preamble of the Agreement;

**"NG9-1-1"** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response;

**"NG9-1-1 Network Provider"** means the CRTC mandated ILEC providing the ESInet/NGCS;

**"NG9-1-1 Service"** has the meaning ascribed to it in Section 2(c)(i);

**"NGCS"** and **"Next Generation 9-1-1 Core Services"** means the base set of services needed to process a 9-1-1 call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services and not the network on which they operate (i.e., the ESInet);

**"Offnet Agency"** means an agency outside of the NG9-1-1 network, such as a poison control centre or an hospital, which may be designated by the 9-1-1 Authority to be able to receive PSTN calls transferred by a designated PSAP;

**"ONP"** and **"Originating Network Provider"** means a CRTC-approved trusted entity service provider that allows its subscribers to originate 9-1-1 dialled voice or non-voice calls from the public to PSAPs, including but not limited to wireline, wireless, and fixed/native voice over internet protocol (VoIP) services.

**"PRR"** and **"Policy Routing Rule"** means the criteria which determines how 9-1-1 Calls are routed under stated conditions such as when a target PSAP is unable to take 9-1-1 Calls;

**"PSAP"** or **"Public Safety Answering Point"** means an entity responsible for receiving 9-1-1 Calls and processing those 9-1-1 Calls according to a specific operational policy - a Primary Public Safety Point, Secondary Public Safety Point, and Back-Up Public Safety Point as identified by the 9-1-1 Authority in Schedule "C" (PSAP Designations & Locations);

**"PSAP Contingency Plans"** means a plan in case of a disaster;

"**PSAP Credentialing Agency**" and "**PCA**" have the meaning ascribed to them in CRTC Decision 2019-353;

"**PSAP Locations**" means the locations of the PSAPs as identified in Schedule "C" (PSAP Designations & Locations);

"**P-PSAP**" or "**Primary Public Safety Answering Point**" means a communication centre which is the first point of contact for 9-1-1 Calls as identified by the 9-1-1 Authority in Schedule "C" (PSAP Designations & Locations);

"**Renewal Term**" has the meaning ascribed to it in Section 4(b);

"**S-PSAP**" or "**Secondary Public Safety Answering Point**" means a communication centre to which 9-1-1 Calls are transferred from a P-PSAP, typically the fire, police or ambulance agency responsible for dispatching emergency personnel as identified by the 9-1-1 Authority in Schedule "C" (PSAP Designations & Locations);

"**Schedule**" has the meaning ascribed to it in Section 2(a);

"**Serving Area**" means the geographic area, as determined by the 9-1-1 Authority from which 9-1-1 Calls will be directed to a particular P-PSAP;

"**Subscriber**" means an entity that contracted with a service provider for the provision of a voice telecommunications service;

"**Selective Routing**" means the process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the 9-1-1 Caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in a specified format such as an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude);

"**Taxes**" has the meaning ascribed to it in Section 3;

"**Term**" has the meaning ascribed to it in Section 4(b); and

"**User-to-Network Interface (UNI) Technical Specifications Document**" means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

**Schedule "B"**  
**NG9-1-1 FEATURES**

The NG9-1-1 Service offers features as provided in CRTC 7400, Bell Canada National Services Tariff Item 601.

If a PSAP chooses to forgo utilizing one or more of the NG9-1-1 Service features provided by the NG9-1-1 Service network provider as described in the UNI, the PSAP does so at its own risk and assume all liabilities including prolonged restoration times in the event of an outage.

## Schedule "C"

## PSAP DESIGNATIONS &amp; LOCATIONS

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	NORTHERN911	230 ALDER ST SUDBURY	Y
Secondary PSAP Police (*1 & *2)	NORTH BAY OPP	875 GORMANVILLE RD NORTH BAY	Y
Secondary PSAP Fire (*1 & *2)	NORTHERN911 FIRE	230 ALDER ST SUDBURY	Y
Secondary PSAP Ambulance (*1 & *2)	SUDBURY AMBULANCE	3767 HWY 69 SOUTH, SUITE 3 SUDBURY	Y
Additional Offnet Agency if required (*1 & *2 & *3) i.e. Poison control			N
Designated Provincial or Territorial default i3 PSAPs (*4)			

## Notes:

\*1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements.

\*2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change.

\*3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System

\*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.



**Schedule 'D'**

**SPECIFICATIONS & GUIDELINES**

The specifications, templates and guidelines for the NG9-1-1 Service are found at <https://911flex.bell.ca/Login.html>, under the title "NG9-1-1 Onboarding Documentation".





## Schedule "E"

### DEPLOYMENT CRITERIA

PSAPs utilizing networks to process and deliver NG9-1-1 Calls outside of the ESInet do so at their own risk and assume all liabilities including prolonged restoration times in the event of an outage.

In order to ensure reliability, resiliency and security of the NG9-1-1 Service, the 9-1-1 Authority shall ensure that all of the PSAPs meet the following mandatory requirements without which the PSAPs will not be permitted to interconnect with the production NG9-1-1 network:

#### 1. IP VPN ESInet Interconnection

All i3-PSAP types, Primary and Secondary, are entitled to a single Back-Up location.

All IP VPN ESInet demarcation locations (Primary, Secondary and Back-Up PSAPs) are provided with two (2) redundant data paths and must make use of both. PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

ESInet physical demarcation locations must be geographically located within the Bell Canada NG9-1-1 Serving region.

PSAPs are expressly forbidden to establish private VPN tunnels over the ESInet, through the provided IP VPN circuits.

#### 2. ESInet Interconnection of Non-designated PSAP facilities

For those PSAP sites not listed in Schedule "C", if the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee;

#### 3. PSAP CEE Interconnection Requirement

- a. All PSAPs shall employ a NENA i3 compliant Border Control Function ("BCF") as defined in the Bell NG9-1-1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function. The BCF must be deployed in a manner which prevents single points of failure.
- b. PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

#### 4. i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

#### 5. IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation ("NAT-PT") for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network;

#### 6. End-to-End Encryption

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification;

#### 7. QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification;

## **8. PSAP Credentialing Agency – NG9-1-1 Network Provider service**

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“LRA”). The LRA agreement and the roles and responsibilities can be found in Schedule H. For clarity, the LRA agreement is attached for reference purposes. There is no expectation that the NG9-1-1 Authority will sign the LRA agreement itself but the NG9-1-1 Authority will ensure that the selected PSAPs will execute such agreement.

## **9. Contingency Routing**

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly. PSAP’s defined Policy Routing Rules must contain at a minimum one Policy Routing Rule specifying a partner third party PSAP to act as backup in the event the PSAP is not able to respond to 9-1-1 Calls.

## **10. Domain Name Service (DNS) – NG9-1-1 Network Provider service**

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

The 9-1-1 Authority is requested to encourage PSAPs to utilize the following NGCS provided functions to further enhance network reliability, resiliency and security of the NG9-1-1 Service:

### **1. Network Time Protocol (NTP) – NG9-1-1 Network Provider Service**

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

**Schedule "F"**

**MULTIPLE REGION PSAPs**

This Schedule must be filled out by PSAPs covering multiple regions and managed by a provincial or federal authority (e.g., Ontario Ministry of Health, Sureté du Québec, Ontario Provincial Police etc.

<b>Sites</b>	<b>Official Name</b>	<b>9-1-1 authority (municipalities, counties, etc.)</b>

**Schedule "G"**

**NG9-1-1 GIS REQUIREMENTS**

<b>Municipality, County or Other Government Entity name</b>	<b>GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name</b>	<b>Provincial \ Territorial Legislation (Y/N)</b>

- ❖ In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

**Schedule "H"**

**Local Registration Authority Agreement**

**THE CORPORATION OF THE TOWNSHIP  
OF ASSIGINACK**

**BY-LAW # 22-16**

**BEING A BY-LAW of the Corporation of the Township of Assiginack to Set Tax Ratios  
for Municipal Purposes for the Year 2022**

**WHEREAS** Section 308 (4) of the Municipal Act, 2001 chapter 25, as amended,  
Provide the authority for a Municipality to establish Tax Ratios for the current year;

**AND WHEREAS** the Tax Ratios determine the relative amount of taxation to be borne by  
each property class;

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

1. THAT for the taxation year 2022, the tax ratio for property is:

- a) The Residential property class is 1.0000
- b) The Multi-Residential property class is 1.0000
- c) The Commercial Occupied property class is 0.9500
- d) The Commercial Vacant property class is 0.6650.
- e) The Industrial Occupied property class is 0.7700
- f) The Industrial Vacant property class is 0.5005.
- g) The Pipeline property class is 1.1215
- h) The Landfill property class is 0.9500
- i) The Farm property class is 0.2500
- j) The Managed Forest property class is 0.2500

2. THAT this by-law shall come into force and take effect upon third and final reading  
hereof.

Read a First and Second Time, this

Read a Third and Final Time and Enacted in Open Council, this

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DEPUTY CLERK

seal

THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

BY-LAW # 22-17

BEING A BY-LAW to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2022

WHEREAS Section 312 of The Municipal Act, 2001, as amended provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

AND WHEREAS Council has set tax ratios by By-Law 22-?, and;

AND WHEREAS the 2022 levy for municipal purposes is \$2,881,428 and;

AND WHEREAS the 2022 levy for education purposes has been set at \$337,006 and;

AND WHEREAS certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province,

NOW THEREFORE the Council of the Corporation of Township of Assignack ENACTS AS FOLLOWS:

1. That the tax rates for 2022 for municipal and education purposes be hereby set as follows

CLASS	MUNICIPAL RATE	EDUCATION RATE	TOTAL RATE
Residential	0.01514052	0.00153000	0.01667052
Multi-Residential	0.01514052	0.00153000	0.01667052
Commercial Occupied	0.01438349	0.00842583	0.02280932
Commercial Vacant	0.01006845	0.00842583	0.01849428
Industrial Occupied	0.01165820	0.00676308	0.01842128
Industrial Vacant	0.00757783	0.00676308	0.01434091
Pipelines	0.01698009	0.00000000	0.01698009
Landfill	0.01438349	0.00980000	0.02418349
Farm	0.00378513	0.00038250	0.00416763
Managed Forest	0.00378513	0.00038250	0.00416763

2. THAT every owner shall be taxed according to the tax rates in this by-law and such tax shall become due and payable in 2 installments as follows:

50% of the final levy shall become due and payable on the 17th day of August 2022; and the balance of the final levy shall become due and payable on the 19th day of October 2022.

3. Non-payment of the amount, as noted, on the dates stated in accordance with this by-law constitutes default. On all taxes of this levy, which are in default after the 17th day of August and after the 19th day of October 2022, a penalty of 1.25 percent shall be added. And thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31<sup>st</sup>, 2022.
4. On all taxes unpaid as of December 31<sup>st</sup>, 2022 interest shall be added at the rate of 1.25 percent per month, for each month or fraction thereof in which the arrears continue.

5. All taxes are due and payable to the Township of Assiginack, at the municipal office in Manitowaning, Ontario.

Read for a First and Second time this

Read for a Third and Final time and Enacted in Open Council this

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Mayor

---

Deputy Clerk

Seal



**THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK**

**BY-LAW # 22-18**

**BEING A BY-LAW of the Corporation of the Township of Assignack to amend By-laws #98-02 and #98-03 to set annual water rates for the Sunsite Estates subdivision and annual water and sewage rates for Manitowaning.**

**WHEREAS** the necessary authority is found in Section 391 of the Municipal Act, S.O., 2001, chapter 25;

**AND WHEREAS** By-laws #98-02 and 98-03 were enacted by Council on January 21, 1998;

**AND WHEREAS** proper and appropriate notice of this by-law was given in accordance with By-law #03-12 and Ontario Regulation 244/02;

**AND WHEREAS** Council deems it desirable to adopt water and or water and sewage rates for 2022;

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

1. THAT the flat rate for water for the Sheguiandah Developments subdivision also known as Sunsite Estates be set at \$1,659.73
2. THAT Schedule 'A' of By-law #98-02 be repealed and replaced with Schedule 'A-1', attached to and forming part of this by-law, outlining the 2022 flat water and sewage rates for Manitowaning.
3. THAT the rates will be billed on a monthly basis being due on the last business day of each month.
4. THAT this by-law shall come into force and take effect on the 1<sup>st</sup> day of January, 2022.

Read for a First and Second time this

Read for a Third and Final time and Enacted in Open Council this

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Mayor

---

Deputy Clerk

Seal

**SCHEDULE "A" BY - LAW # 22-7****TOWNSHIP OF ASSIGINACK  
Water and Sewage Rate**

User - Service Charge	Annual Water Rate	Annual Sewage Rate	Total
Single Family Home	\$751.07	\$615.33	\$1,366.40
Multiple Family Home & Apartments (per apartment)	\$402.23	\$329.53	\$731.76
Public School (per classroom)	\$563.17	\$461.43	\$1,024.60
Store and One Apartment or Attached Residence	\$751.07	\$615.33	\$1,366.40
Office and One Apartment or Attached Residence	\$751.07	\$615.33	\$1,366.40
Laundromat (6 Units only)	\$1,016.53	\$832.28	\$1,848.81
Restaurant and One Apartment or Attached Residence	\$1,341.02	\$1,098.55	\$2,439.57
Hairdressing Shop	\$321.87	\$263.65	\$585.52
Motel and One Attached Residence	\$1,877.53	\$1,537.98	\$3,415.51
Service Station (no car wash)	\$751.07	\$615.33	\$1,366.40
Take Out Restaurant	\$751.07	\$615.33	\$1,366.40
Church	\$751.07	\$615.33	\$1,366.40
Manse or Rectory	\$751.07	\$615.33	\$1,366.40
Arena	\$1,502.14	\$1,230.66	\$2,732.80
Police Station and Residence	\$751.07	\$615.33	\$1,366.40
Museum	\$751.07	\$615.33	\$1,366.40
Municipal Office/Library	\$1502.14	\$1,230.66	\$2,732.80
Medical Office	\$751.07	\$615.33	\$1,366.40
Municipal Garage	\$751.07	\$615.33	\$1,366.40
Heritage Park	\$751.07	\$615.33	\$1,366.40
Norisle	\$562.04		\$562.04
Municipal Marina	\$751.07	\$615.33	\$1,366.40
Golf Course	\$1,877.53	\$1,537.98	\$3,415.51
Assiginack Curling Club	\$1,877.53		\$1,877.53
Commercial - Bottled Water	\$1,502.14	\$615.33	\$2,117.47



RECEIVED  
APR 19 2022

*Sent via Email*

April 19, 2022

**RE: TOWN OF GRAVENHURST RESOLUTION – FLOATING ACCOMMODATIONS**

At the Town of Gravenhurst Committee of the Whole meeting held on April 12, 2022 the following resolution was passed:

**WHEREAS** the Province is currently consulting with municipalities on the use of floating accommodations;

**AND WHEREAS** public feedback is required to be submitted to the NDMNRF by April 19, 2022;

**THEREFORE BE IT RESOLVED THAT** Administration be directed to submit comments on behalf of the Town of Gravenhurst to include, not limited to:

- qualifications of a “vessel”,
- length (number of days) of time permitted for camping on Crown Land,
- wastewater management; and
- lack of infrastructure (ie pumping stations, hygiene amenities) to support floating accommodations within the Town of Gravenhurst;

**AND THAT** Administration be directed to Report to Council on what measures can be implemented to restrict the use of Floating Accommodations within the Town of Gravenhurst;

**AND FINALLY THAT** this motion be circulated to municipalities within the Province of Ontario.

Sincerely,

Jacob Galvao  
Administrative Clerk II – Legislative Services  
Town of Gravenhurst

RECEIVED  
APR 25 2022

March 17, 2022

File: C00

**The Honourable Doug Ford, MPP**  
**Premier of Ontario**  
Premier's Office, 1 Queen's Park  
Legislative Building, Room 281  
Toronto ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

Re: **REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION  
TO ADDRESS JOINT AND SEVERAL LIABILITY**

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise that on March 7, 2022, City Council adopted the following resolution regarding a Plan of Action to Address Joint and Several Liability:

**22-G-064 REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION TO ADDRESS  
JOINT AND SEVERAL LIABILITY**

**WHEREAS** the cost of municipal insurance in the Province of Ontario has continued to increase with especially large increases going into 2022; and

**WHEREAS** Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault; and

**WHEREAS** these increases are unsustainable and unfair and eat at critical municipal services; and

**WHEREAS** the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:

1. That the Provincial Government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.

5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its own and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

**NOW THEREFORE BE IT RESOLVED** that the Council for the Corporation of the City of Barrie call on the Province of Ontario to immediately review these recommendations despite COVID-19 delays, as insurance premiums will soon be out of reach for many communities and

**BE IT FURTHER RESOLVED** that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario and MPP for Barrie-Springwater, the Honourable Andrea Khanjin, MPP for Barrie-Innisfil, and all Ontario municipalities.

If you have any questions, please do not hesitate to contact the undersigned, [wendy.cooke@barrie.ca](mailto:wendy.cooke@barrie.ca) or (705) 739.4220, Ext. 4560.

Yours truly,



Wendy Cooke  
City Clerk/Director of Legislative and Court Services

WC/bt

Cc:

- The Honourable Peter Bethlenfalvy, Minister of Finance
- The Honourable Doug Downey, Attorney General and MPP for Barrie-Springwater
- The Honourable Andrea Khanjin, MPP for Barrie-Innisfil
- All Ontario municipalities



RECEIVED  
APR 28 2022

April 27, 2022

Ministry of Municipal Affairs and Housing  
Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto, ON  
M7A 2J3

Overview of Bill 109, More Homes for Everyone Act, 2022 – PLAN-23-22  
**Resolution No.2022-121**  
**Moved** by Councillor Clark  
**Seconded** by Councillor Van Egmond

**BE IT RESOLVED THAT** Council receive Report PLAN-2022-23 for information; and

**THAT** Council direct staff to prepare a resolution letter to be endorsed by Council, signed by the mayor, and sent to David Piccini, MPP and the Ministry of Municipal Affairs and Housing prior to April 29, 2022.

**CARRIED.**

**Re: Bill 109: More Homes for Everyone Act**

---

Dear Minister Clark,

This letter is in response to the request for feedback concerning Bill 109 in addition to the April 20, 2022 Information Session and Technical Overview for Bill 109 presented by the Ministry of Municipal Affairs and Housing.

It is acknowledged that housing affordability and availability is becoming a serious issue in the province of Ontario, however it is the concern of many that the proposed changes will not achieve the goals being set for expediting the housing project process.

Whereas the Township of Cramahe supports housing supply initiatives, especially initiatives that balanced and sustainable growth which is a key objective of its Strategic Plan, the Township of Cramahe and the Northumberland County Official Plans . Although all Municipalities are wanting to expediate housing project processes, it is difficult to see how the proposed changes are executing this goal responsibly.

Whereas municipalities, including the Township of Cramahe, are facing unprecedented development pressures, complex development files, and ongoing resource challenges on the heels of a global pandemic.

---

**Corporation of the Township of Cramahe**

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

Whereas the Province of Ontario through the Homes for Everyone Act, 2022 proposes to:

- enact legislation to refund application fees should certain planning approvals not be issued within prescribed timeframes;
- regulate the supporting materials necessary for a complete site plan application; and,
- to provide limitations on the types of subdivision conditions that can be imposed on development applications.

Now therefore be it resolved that while Council for the Township of Cramahe generally supports many of the revisions to provincial legislation to support increased housing supply, the Township of Cramahe respectfully objects to:

1. Refunding development application fees that would result in lost revenue for staff time spent on files, and which delays may not be attributed to a lack of staff resources on the file, but rather the result of increasingly complex matters that impact timeframes and are largely outside the control of municipal planning departments, including the quality and timeliness of application material by the applicant and/or their consulting team.
2. Prescribing the requirements for a complete site plan application. At the pre-consultation stage together with staff and agencies a detailed list of requirements for the complete site application is provided. Municipal and agency staff together with the applicant work well to scope the types of studies and level of detail through approved Terms of Reference, as required. This practice should be left to Municipalities, with appeal rights provided to the applicant under the *Planning Act*, should a dispute arise.
3. Limiting the types of conditions of approval for Draft Plans of Subdivision may impact staff and Councils' ability to appropriately respond to the unique and complex nature of development applications and to best protect the interests of the Municipality. The applicant has the right to appeal under the *Planning Act* should a dispute arise.

And further that that this resolution be circulated to David Piccini, MPP and through the Provincial commenting window for the More Homes for Everyone Act, 2022.

If you have any questions, please feel free to contact the undersigned.

Sincerely,



Mandy Martin  
Mayor  
Township of Cramahe  
(905) 376-7241  
mmartin@cramahe.ca

cc. Members of Council  
David Piccini, MPP  
Municipal Clerk

**Corporation of the Township of Cramahe**

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P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

# Alton Hobbs

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**From:** Clerks@vaughan.ca  
**Sent:** April 28, 2022 2:23 PM  
**To:** Alton Hobbs  
**Subject:** Item 2, Committee of the Whole (Working Session) Report No. 11, March 22, 2022

April 28, 2022

*Sent on behalf of Todd Coles, City Clerk*

Alton Hobbs  
CAO/Acting Clerk/Deputy Clerk  
Township of Assiginack  
25 Spragge St.  
P.O. Box 238  
Manitowaning, ON P0P 1N0

RECEIVED  
APR 29 2022

Dear Alton Hobbs:

**RE: RESOLUTION SUPPORTING MUNICIPAL FINAL AUTHORITY FOR  
DEVELOPMENT PLANNING (REFERRED FROM FEBRUARY 15, 2022  
COUNCIL MEETING)**

Linked for your information is **Item 2, Report No. 11**, of the Committee of the Whole (Working Session) regarding the above-noted matter, which was adopted, as amended, by the Council of the City of Vaughan at its meeting of March 22, 2022.

I draw your attention to the Resolution recommendation, as follows:

7. *BE IT FINALLY RESOLVED That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration.*

If the above link does not work, please refer to the following [Post-Agenda page](#), and locate the item accordingly.

***To assist us in responding to inquiries, please quote the item and report number.***

***For inquiries, please reply to [clerks@vaughan.ca](mailto:clerks@vaughan.ca).***

Sincerely,



Todd Coles



## CITY OF VAUGHAN

### EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 22, 2022

Item 2, Report No. 11, of the Committee of the Whole (Working Session), which was adopted, as amended, by the Council of the City of Vaughan on March 22, 2022, as follows:

***By approving the recommendation contained in Communication C276, resolution from Councillor Alan Shefman and Councillor Marilyn Iafrate, dated March 8, 2022, as an amendment, to read as follows:***

***Whereas, the City of Vaughan recognizes the urgency of developing a comprehensive province-wide policy to address the urgent issue of affordability of housing;***

***Whereas, the City has embarked on developing its own policy on affordable housing;***

***Whereas, the City of Vaughan has an Official Plan that establishes a desired urban structure to guide its land uses throughout the city;***

***Whereas, the City undertakes regular reviews of its Official Plan, as required by the Planning Act, to ensure land use decisions are consistent with the Provincial Policy Statement and reflective of the community visions;***

***Whereas, the City's Official Plan encourages significant growth to the urban growth Centre, mobility hubs and major transit station areas to take advantage of mass transit services and protect the character of established residential areas;***

***Whereas, the City's Official Plan designates sufficient lands to meet its future growth needs based on provincial growth forecasts and serves as a critical policy document to coordinate between infrastructure and growth;***

***Whereas, the City's Official Plan is developed and updated based on technical studies and thorough extensive community and stakeholder consultations as required by the Planning Act;***

***Whereas, the province has established a Housing Affordability Task Force, without municipal representation, that has released 55 recommendations in its draft report on January 25, 2022, that could significantly impact land use planning at municipal level;***

***Whereas, there are many factors that can influence housing affordability, e.g. lack of Provincial infrastructure investment, immigration policy, backlog of cases at OLT, labour and material costs, income and inflation, as well as complex and sometimes conflicting Provincial policies; and***

## CITY OF VAUGHAN

### EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 22, 2022

*Whereas, many of the recommendations of the Housing Affordability Task Force would result in both local planning decisions being fundamentally undermined and download the burdens of the housing crisis to municipalities and their residents to the point that the quality of life of our residents would be seriously threatened;*

**NOW THEREFORE BE IT RESOLVED:**

- 1. That as a first step in the process of developing a policy on housing affordability, that a fulsome and comprehensive definition of "affordable housing" be developed in consultation with municipalities and other interested parties;**
- 2. That the City of Vaughan support all efforts at all levels of government to increase housing supply that is fair to both existing and future residents;**
- 3. That the City of Vaughan be fully committed to working with all levels of government to develop an effective strategy to provide affordable housing;**
- 4. That the City of Vaughan express its grave concerns to the local MPPs and the Province of Ontario about the Housing Affordability Task Force report for lack of municipal involvement and consultation; and**
- 5. That the Province of Ontario be requested to conduct, with all due haste, a thorough consultation with municipalities and appropriate interested parties prior to developing and releasing any policy based on the Housing Affordability Task Force recommendations; and**
- 6. BE IT FURTHER RESOLVED That a copy of this Motion and Communication C280 (attached), memorandum from the Deputy City Manager, Planning & Growth Management, dated March 15, 2022, be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors' Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and**
- 7. BE IT FINALLY RESOLVED That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration.**

**By approving the recommendation contained in Communication C285, resolution from Councillor Alan Shefman and Councillor Marilyn Iafrate, dated March 22, 2022, as follows:**

**Whereas Municipalities across this province collectively spend millions of dollars of taxpayer money and municipal resources developing Official Plans that meet current Provincial Planning Policy;**

## CITY OF VAUGHAN

### EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 22, 2022

***Whereas an Official Plan is developed through extensive public consultation to ensure, "that future planning and development will meet the specific needs of (our) community";***

***Whereas the Vaughan Official Plan includes provisions that encourage development of all forms of housing including the need for attainable housing in our community;***

***Whereas our Official Plan is ultimately approved by the province;***

***Whereas it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the City of Vaughan Official Plan;***

***Whereas it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the City of Vaughan Official Plan;***

***Whereas municipal planning decisions may be appealed to the Ontario Land Tribunal (OLT; formerly the Ontario Municipal Board) an appointed body that is not accountable to the residents of Vaughan;***

***Whereas the OLT has the authority to make a final decision on planning matters based on a "best planning outcome" and not whether the proposed development is in compliance with municipal Official Plans or the needs of the community;***

***Whereas all decisions - save planning decisions - made by Municipal Council are only subject to appeal by judicial review and such appeals are limited to questions of law and or process;***

***Whereas Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans;***

***Whereas municipalities across this Province are forced to spend millions of dollars defending Official Plans that have already been approved by the province in expensive, time-consuming OLT hearings; and***

***Whereas lengthy and costly OLT hearings add years to the development approval process and acts as a barrier to municipal development; and***

**CITY OF VAUGHAN**

**EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 22, 2022**

***NOW THEREFORE BE IT RESOLVED that the Government of Ontario be requested to immediately establish a comprehensive and wide-ranging process that includes the participation of municipalities and other interested parties, to determine an alternative land use planning appeals process to replace the OLT in order to establish a fair and efficient appeal process in Ontario; and***

***BE IT FURTHER RESOLVED that a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors' Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and***

***BE IT FINALLY RESOLVED that a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration; and***

***By receiving the following Communications:***

***C149. Mario Marmora, South Maple Ratepayers Association, dated March 1, 2022; and***

***C280. Memorandum from the Deputy City Manager, Planning & Growth Management, dated March 15, 2022.***

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**2. RESOLUTION SUPPORTING MUNICIPAL FINAL AUTHORITY FOR DEVELOPMENT PLANNING (REFERRED FROM FEBRUARY 15, 2022 COUNCIL MEETING)**

**The Committee of the Whole (Working Session) recommends:**

- 1. That the recommendation contained in the following report of the Deputy City Manager, Legal and Administrative Services & City Solicitor, and Deputy City Manager, Planning and Growth Management, dated March 2, 2022, be approved;**
- 2. That in accordance with Communication C6., the recommendations contained in the resolution of Councillor lafrate and Councillor Shefman, dated February 8, 2022, be approved, subject to the following changes:**
  - 1. That Recommendation 1 be replaced with the following:**
    - 1. That the Government of Ontario be requested to immediately engage municipalities to determine**

## CITY OF VAUGHAN

### EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 22, 2022

an alternative land use planning appeals process in order to dissolve the OLT and eliminate one of the most significant sources of red tape delaying the development of more attainable housing in Ontario;

3. That staff draft a response to the Report of the Ontario Housing Affordability Task Force, in the form of a resolution or letter, which outlines staff and Council's concerns with its recommendations, to be considered at the Council meeting of March 22, 2022;
4. That the staff presentation and Communication C7., presentation material, entitled "*Resolutions Supporting Municipal Final Authority for Development Planning*", dated March 2, 2022, be received; and
5. That the following communications be received:
  - C2. Robert Kenedy, Mackenzie Ridge Ratepayers' Association, Giorgia Crescent, Vaughan, dated February 28, 2022;
  - C3. Heidi Last, dated February 28, 2022;
  - C4. Catherine Lazaric, dated February 28, 2022; and
  - C5. Ron Moro, Tasha Court, Vaughan, dated March 1, 2022.

#### Recommendations

1. That Council receive this report for information.

**DATE:** March 15, 2022  
**TO:** Mayor and Members of Council  
**FROM:** Haiqing Xu, Deputy City Manager, Planning & Growth Management  
**RE:** **COMMUNICATION – March 22, 2022, Council**

**Item #2, Report #11, Committee of the Whole (WS)**

**RESOLUTION SUPPORTING MUNICIPAL FINAL AUTHORITY  
FOR DEVELOPMENT PLANNING**

**Additional Staff Input on the Housing Affordability Task Force Report**

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### **Purpose**

To provide further staff analyses/opinions in addition to the staff comments presented to Committee of the Whole Working Session on March 2, 2022, with respect to the recommendations contained within the Affordability Task Force report released on February 8, 2022.

### **Analysis**

#### ***The Housing Crisis Has Complex Causes***

Population growth, low supply of new homes, decreasing rental units, record low interest rate, increasing material and labour costs, and the general desire to live in or near the city can all be factors that may change the balance between housing supply and demand. Thus, a collective effort from all levels of government, as well as developers and communities, is needed to address the current housing crisis.

Municipalities have a significant role to play to help increase the supply of new homes through expediting planning approvals, infrastructure developments and issuance of building permits. In the meantime, municipalities also have the responsibility to protect community characters and ensure quality of living in existing communities.

Staff support all efforts to increase housing supply. Planning staff have been working closely with colleagues of other departments to explore in detail opportunities to streamline the development approval process and will be reporting to Council our findings and the progress of ongoing efforts next month. Through the process, we have discovered some other factors contributed to missed deadlines and slow processing, which include the province's own reply to circulations, timely input from required agencies and stakeholders and the quality of the initial applications and subsequent submissions. Staff believe the province should consider simplifying its own regulations,

delegating certain approval authorities, and leading by policy – no micromanaging municipalities - to help speed up development approval process, cut red tape, and get homes built quicker.

### ***“As-of-right” Approvals Allow Intensification to Spread to Existing Communities***

Staff are gravely concerned with the following recommended "as of right" developments and approvals:

- Up to four units and up to four storeys on a single residential lot;
- Secondary suites, multi-tenant housing, conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use;
- Zoning up to unlimited height and unlimited density in the immediate proximity of individual major transit stations within two years if municipal zoning remains insufficient to meet provincial density targets;
- Zoning of 6 to 11 storeys with no minimum parking requirements on any streets utilized by public transit (including streets on bus and streetcar routes).

These recommendations would lower design standard and allow intensification to spread to the existing neighbourhoods where there is no major infrastructure improvement to support such a growth. If implemented, municipal councils will no longer have the authority to decide on these developments, and instead they will receive all complaints about reduced quality of life, e.g. lowered water pressure, excessive street parking, and shadowed backyards.

Staff believe “as-of-right” permissions need to be fully and carefully re-assessed to ensure conformity, good planning, and the best interests of the public are protected. Limited site specific “as-of-right” approvals may be considered, but not a broad application as recommended.

### ***Treating All Municipalities Homogeneously is not Good Planning***

The City of Vaughan has convenient access to highways and passenger GO rail services. It is also the only municipality that has a TTC subway station outside the City of Toronto. Its preferred location together with major infrastructure improvements allows the City to plan and support significant intensifications in areas such as the Vaughan Metropolitan Centre, Yonge and Steeles area, and many Major Transit Station Areas. These developments have already contributed and will continue to significantly contribute to the housing supply and thus help ease the housing crisis.

What the City has been experiencing is not easily transferrable to another municipality. The recommended province-wide zoning standards or prohibitions by the task force would cause all municipalities to consider their land use regulations homogeneously, and limit their authorities to regulate minimum lot sizes, maximum building setbacks, minimum heights, angular planes, shadow rules, front doors, building depth, landscaping, floor space index, heritage view cones, and parking requirements based on planning merit and in accordance with their respective Official Plans.

### ***Official Plan Authority Must be Protected***

Official Plan is a very important local planning tool to establish the desired urban structure and land uses throughout the City. It is used to direct growth to urban growth centres, mobility hubs and major transit station areas while maintain and protect the character of established residential areas.

The City's Official Plan designates lands that are sufficient to meet future growth needs based on provincial growth forecasts. Also, it is a critical policy document that helps coordinate between infrastructure and growth. The City undertakes regular reviews of the Official Plan, as required by the *Planning Act*, to ensure land use decisions are consistent with the Provincial Policy Statement.

Staff believe the City's Official Plan, once update and approved, should not be subject to further appeals, so that its policies can be immediately translated to zoning regulations to guide and expedite development approvals.

For more information, contact Christina Bruce, Director, Policy Planning & Special Programs at ext. 8231.

### **Approved by**

A handwritten signature in black ink, appearing to read 'Haiqing Xu', written in a cursive style.

Haiqing Xu, Deputy City Manager,  
Planning & Growth Management



Manitoulin



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Centennial  
Manor

Tuesday, April 19, 2022

Since our last opportunity to meet together to provide information on the status of Manitoulin Centennial Manor, we have been through a very stressful period. The intent had been to meet annually to ensure that Manitoulin Island Mayors and Councils remained updated with the most current information about Centennial Manor. Over the past two years, the Covid19 pandemic has forced us to avoid such meetings due to the risks involved in being with many people at the same physical location. The Centennial Manor Board of Management has decided that it would be wise to hold an in-person meeting this year, especially in light of the upcoming municipal election.

The Board was unanimous in the need to avoid meeting at Centennial Manor as we continue to have risks associated with even smaller gatherings.

I am inviting you to attend to a joint meeting with the Board of Management, the administration staff and our Extencicare Assist representative to receive the most current information of the business of Centennial Manor. The meeting will be held on Wednesday, June 15, 2022. At 7:00 P.M. in the Mindemoya Community Centre, 6032 Hwy. 542, Mindemoya. I welcome the Mayors and Councillors of the Island municipalities to attend.

Patricia MacDonald,  
Chairperson,  
Manitoulin Centennial Manor Board of Management

RSVP: D. Cook,  
Administrator, Manitoulin Centennial Manor,  
e-mail: [DoCook@extencicare.com](mailto:DoCook@extencicare.com)  
Phone: 705-368-2710

 as per Patricia MacDonald

