

AGENDA

Regular Council meeting to be held
Tuesday February 4, 2020 at 7:00 p.m.
Council Chambers @250 Clark, Powassan

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCLOSURE OF MONETARY INTEREST AND GENERAL NATURE THEREOF**
4. **APPROVAL OF THE AGENDA**
5. **PRESENTATIONS**
 - 5.1
6. **ADOPTION OF MINUTES**
 - 6.1 Regular Council meeting of January 20th, 2020
7. **MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL**
8. **MINUTES AND REPORTS FROM APPOINTED BOARDS**
 - 8.1 The Golden Sunshine Municipal Non-Profit Housing Corporation minutes of the Board of Directors meeting December 10, 2019
 - 8.2 Powassan and District Union Public Library Board approved minutes of December 16, 2019
 - 8.3 Powassan and District Union Public Library Board draft minutes of January 27, 2020
9. **STAFF REPORTS**
10. **BY-LAWS**
 - 10.1 2020-04 To Establish a Volunteer Fire Department
 - 10.2 2020-03 Snow Removal
 - 10.3 2020-05 Contribution Agreement – CPRA Gender Equity in Recreation Sport
 - 10.4 2020-06 Joint Jurisdiction Highway and Connecting Road Maintenance Agreement
11. **UNFINISHED BUSINESS**
 - 11.1 Lady Isabelle Seniors residence & 96 Bed Long-term Care Development
 - 11.2 Lady Isabelle Long-term Care Facility Apartment Conversion – Construction Meeting minutes January 29, 2020
12. **NEW BUSINESS**
 - 12.1 City of North Bay – Annual Hazardous Waste Disposal Opt-in
 - 12.2 Donation Request – Powassan Agricultural Society
13. **CORRESPONDENCE**
 14. 13.1 Conservation Authority Support Resolution – Town of Mattawa
15. **ADDENDUM**
16. **ACCOUNTS PAYABLE**
16. **NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS**
 - 16.1. February 2020 Schedule of Events
17. **PUBLIC QUESTIONS**
18. **CLOSED SESSION**
19. **MOTION TO ADJOURN**

The Golden Sunshine Municipal Non-Profit Housing Corporation
Minutes of the Board of Directors Meeting
2019-10

Tuesday December 10, 2019

A regular meeting of the Golden Sunshine Municipal Non-Profit Housing Corporation board was held on Tuesday December 10, 2019

Present: Dave Britton, Alice Boissonneault, Debbie Piekarski, Doug Walli, Betty Basso, Richard Burton and Shelley Nickerson, Property Manager

Regrets: None

Resolution No. 2019-72 – Moved by Betty, seconded by Doug that the meeting was called to order at 10:10 a.m. Carried

Resolution No. 2019-73– Moved by Alice, seconded by Debbie that the agenda be adopted with the addition of chairs comments to New Business. Carried

Resolution No. 2019-74 – Moved by Doug, seconded by that Richard the minutes from the Board meeting on November 10, 2019 are adopted as presented. Carried

Business arising

Capital project – *it was discussed and decided to sign the agreement with Parry Sound regarding the capital project to replace the units outside doors.*

Resolution No. 2019-75 – Moved by Richard, seconded by Betty to sign the agreement from Parry Sound for the capital project to replace the steel and screen doors to all units and office door.

Resolution No. 2019-76 – Moved by Richard, seconded by Doug to accept Tim's quote to install the doors with the capital door project.

Letters Patent – *It was decided among the board members that Alice and Debbie would be on a committed together to make changes to the letters patent. Will be completed for February 2020 board meeting.*

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Administrative Handbook – The board agreed to go over the handbook given out by Debbie and highlight what they believe pertains to the Pines operation.

New Business

Snowplowing – Received quotes from Oley's and Mike Wagner, after a discussion to the needs of the Pines it was decided it is best for us to have someone with a snowblower. Otherwise we will have to pay to have snow removed during the season which will be costly. The board voted to sign a 3-year contract with Mike Wagner.

Resolution 2019-77 – Moved by Richard, seconded by Doug that the board agrees to enter into a tender for a 3-year contract for snow blowing with Mike Wagner.

Money for Tenants Christmas Supper

A discussion was had with the board regarding money for the tenants Christmas supper.

Resolution 2019-78 – Moved by Doug, seconded by Richard that the board agrees to give the tenants board \$200.00 for their Christmas dinner.

Rugs & Blinds for Common Room – The board agreed to have the common room painted and new blinds installed in 2020.

Leo Jobin – After a discussion of the board it was agreed upon to send Leo Jobin a Christmas card and \$100.00 prepaid Visa to thank him for all of his years of service on the Pines board.

Chairs comments – Dave went around the table and thanked everyone individually for their contributions to the board over the past year.

Manager's Report

Unit 101's vacancy will be filled as of January 1, 2020 with an RGI tenant. This will bring us to our proper quota, 11 Market and 9 RGI units for the building. Took over a month to fill vacancy, had to wait for names from Parry Sound. Went through 9 names before we got an acceptance.

Have been working on the budget for 2020, will be ready for January's board meeting.

Contacted 3 difference vendors to request quotes for the steel doors, screen doors and hardware for the capital door project.

Quotes from Home Hardware, Gomoll's Timber-Mart and Home Depot were presented to the board. After a discussion regarding the quotes it was decided to proceed with Gomoll's Timber-Mart.

Working on year end reports for Parry Sound.

Financial Report

The board had no questions or concerns regarding the November 2019 financials.

Resolution No. 2019-79 – Moved by Doug, seconded by Debbie for the board meeting to be adjourned at 11:29am.

Next Board Meeting Tuesday, January 21, 2020 held in the Pines Common Room @ 9:30am

Vice President, Doug Walli

Property Manager, Shelley Nickerson



Powassan
and District Union
Public Library

Library Board Minutes
December 16, 2019 at 6 pm

In attendance: Tina Martin, Stephen Boyle, Gloria Brown, Bob Elliott, Chris Jull, Liz Moore, Debbie Piekarski, Debbie Piper, Doug Walli, Marie Rosset

- 1. Respect and Acknowledgement Declaration**
- 2. Disclosure of pecuniary interest – none**
- 3. Approval of general consent motion:**

Motion # 2019-71 Jull-Piper: That the Consent Agenda for December 2019 which includes:

- a) December 16, 2019 agenda amended with the addition of 7b) Library Brand, and 7c) Letter sent by Chisholm to Powassan
- b) Minutes for November 25, 2019 meetings
- c) Financial Report for November 2019
- d) Library Report for November 2019

be adopted as amended/presented.

4. Business Arising

a) Budget 2020 – Draft 8A

Marie presented a new draft of the 2020 Budget after it was reviewed with Debbie Piekarski and Debbie Piper. After modifying the budget the increase requested from the Union members went from 4% to 3%. After deliberating it was decided Marie will make one more modification to wages and salaries before it is approved at the next meeting.

b) Door counter device

Deemed not necessary at this time.

c) Equity Donations

Following an emailed inquiry, Marie looked into the possibility of accepting equity donations and determined the costs involved are quite high unless your portfolio is substantial. For this reason this type of donations will not be pursued.

5. Correspondence

Email from Kevin Finnerty, Assistant Deputy Minister, Culture Division MHSTCI
His email informs Boards of the recent two amendments to the Public Libraries Act (PLA).

- The first amendment, to section 10(1) of the PLA, will permit Canadian permanent residents to serve as public library board members. Prior to this amendment, only Canadian citizens were permitted to serve on public library boards. This amendment provides boards with a larger and more diverse pool of potential board members.

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- The second amendment, to section 16(1) of the PLA, reduces the minimum number of annual public library board meetings from ten per year to seven per year. This amendment provides more flexibility for public library boards to determine the appropriate number of meetings needed for their local circumstances.
- Due to the second amendment the Board decided to meet 7 times per year versus 10. Additional meeting will be called if required.

Motion # 2019-72 Elliott-Jull: That Library Board meetings occur the 4th Monday of the following months: January, March, May, June, September, October, and November, effective January 1, 2020. Library Reports will be prepared prior to scheduled meetings.

6. Committee Reports

a) Property Committee (PC) Report

A maintenance and large mechanical items inventory was completed and will be presented at the next Board meeting.

b) Policy Committee Report

Three policies were reviewed,

- GOV-05 Corporate Donations/Sponsorship
- GOV-09 Finance Policy
- SERV-05 Proctoring Exams Policy

GOV-05 and GOV-09 remain unchanged. SERV-05 was modified at the staff's request.

Motion # 2019-73 Boyle-Walli: That the SERV-05 Proctoring Exams Policy be adopted as modified,

c) Friends of the Library Report

Nothing to report -- the Friends last meeting was a pot luck.

7. New Business

a) Upcoming Events

- Laurel Campbell presented a new social platform, similar to Facebook, to promote local organizations, and businesses. The platform is owned by Torstar, and is meant to replace the small local newspapers which used to exist in smaller towns. North Bay and the surrounding area was selected as the pilot project, which is why the library was approached. Jordan Ruttan set up the library page and according to Laurel, the Library was the first organization to be set up in this area! To check out our site go to community.thenorthbaylocal.com and click on Powassan & District Union Public Library

b) Library Branding

There was a discussion on changing the library logo to incorporate all three union members in the logo, emphasizing Your Library along with Powassan, Chisholm and Nipissing versus solely the Powassan & District Union Public Library. Marie

recommended the Board members access the Burk's Falls Public Library website where a compromise was worked out for the four union members. The issue will be discussed further at the January meeting.

e) Letter from Township of Chisholm to the Municipality of Powassan

Debbie Piekarski informed the Library Board that the Municipality of Powassan has received a letter from the Township of Chisholm informing them of their withdrawal from the Library Union which will take effect in January 2021, thus ending a 40 year partnership. The financial impact on the library is a loss of 20% of its municipal revenue plus their portion of the Provincial Library Operational Grant, totaling well over \$30,000 per year. Additionally, the loss of the Township of Chisholm means a loss of more than 300 valued patrons, some of which are regulars. Needless to say the entire Board was dumbfounded and concerned. The discussion will continue at the next meeting.

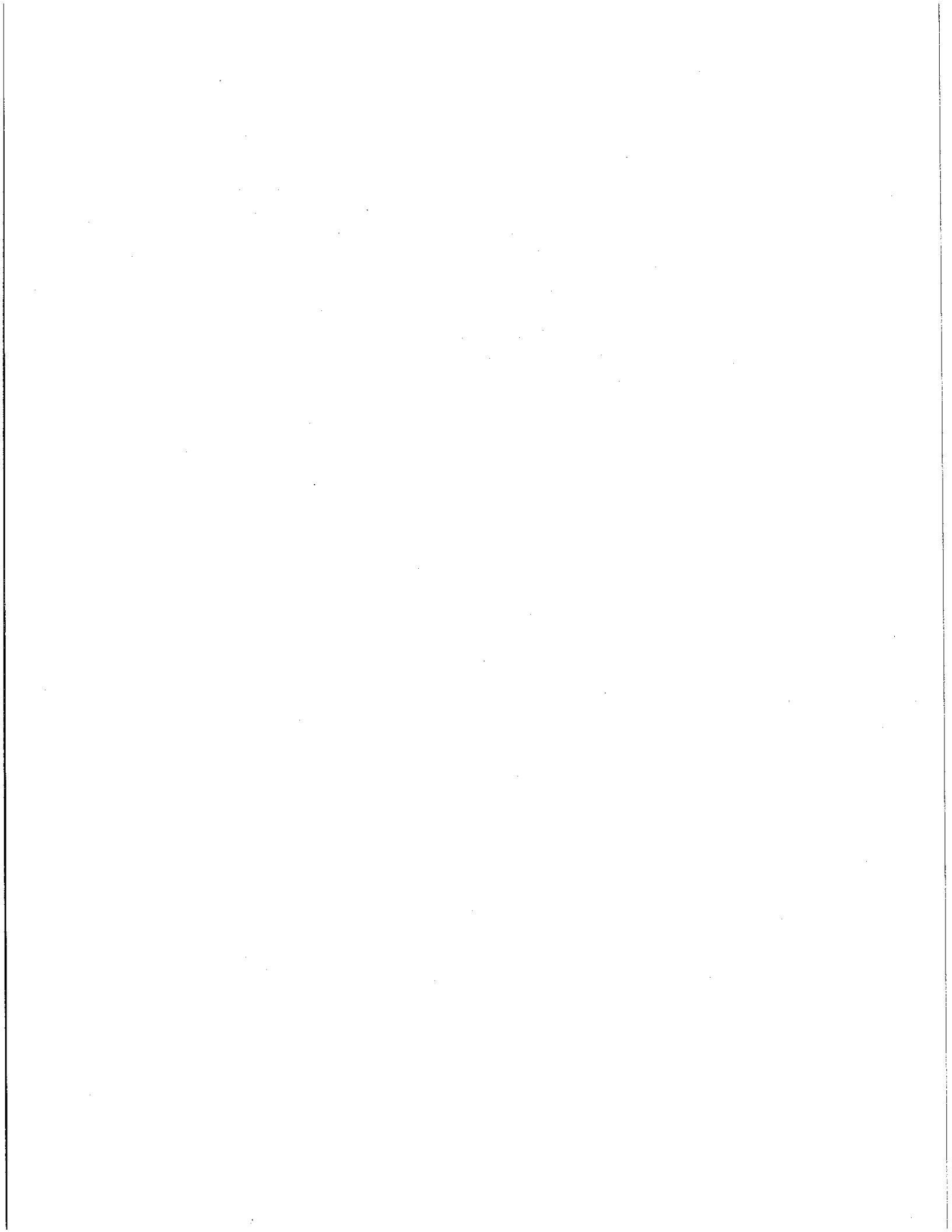
8. Adjournment

Motion # 2019-74: That the December 16, 2019 meeting be adjourned at 7:10 pm.

Next Meeting: Monday January 27, 2020 at 6pm

Chairperson: *Kristine Martin*
Kristine Martin, Chair

Secretary: *Marie Rosset*
Marie Rosset, CEO





Powassan
and District Union
Public Library

Library Board Minutes

January 27, 2020 at 6 pm

In attendance: Tina Martin, Stephen Boyle, Gloria Brown, Chris Jull, Liz Moore,
Doug Walli, Marie Rosset

Absent with regrets: Bob Elliott, Debbie Piekarski, Debbie Piper

1. **Respect and Acknowledgement Declaration**
2. **Disclosure of pecuniary interest – none**
3. **Approval of general consent motion:**

Motion # 2020-01 Walli-Boyle: That the Consent Agenda for January 2020 which includes:

- a) January 27, 2020 agenda
- b) Minutes for December 16, 2019 meetings
- c) Financial Report for December 2019
- d) Library Report for December 2019

be adopted as presented.

4. **Business Arising**

- a) **Budget 2020 – Draft 10**

Budget for 2020 was presented and approved by the Library Board.

Motion # 2020-02 Walli-Boyle: That the Powassan & District Union Public Library 2020 Budget be approved as presented

- b) **Library Union Status**

A documents presenting the latest (January 23) member distribution and its potential impact on the library fees was presented to the Board. Following questions on the distribution of this document, both Chris Jull and Liz Moore informed the Board they would present to their Councils.

5. **Correspondence**

- None to report

6. **Committee Reports**

- a) **Property Committee (PC) Report**

A maintenance and large mechanical items inventory was presented. Marie called for suggestions for any additional items to be added to the list.

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b) Policy Committee Report

Three policies were reviewed,

- RES-03 Collection Development Policy
- SERV-06 Programming Policy
- SERV-08 Downstairs Gallery Policy/Procedures

RES-03 remain unchanged, while SERV-06 and SERV-08 were modified.

Motion # 2020-03 Boyle-Jull: That the SERV-06 Programming Policy be adopted as modified,

Motion # 2020-04 Brown-Moore: That the SERV-08 Downstairs Gallery Policy/Procedures be adopted as modified,

c) Friends of the Library Report

Gloria Brown gave a brief update of the Friends most recent activities, one of which was to cover the cost of a couple of pull-out drawers in the kitchen cupboards,

7. New Business

a) Successful Events

- On January 18 we offered an anti-bullying session at our Saturday Series Program, which was attended by 22 tweens. The session was presented by Telus Wise, a service sponsored by Telus and recommended to us by the OPP. A constable came to the event and interacted with the children.
- Our regular ongoing events are growing and keep attracting patrons of all ages.

Children:

- Raising Readers Program: weekly attendance averaging 20 to 25
- Toddler Tales: 10 to 12 weekly
- Kid's Computer Hour: 7 to 8 daily
- Saturday Series: 8 to 9 weekly
- Tween's Monday hangout: 10 to 14 weekly

Adults:

- Life Lab: 20 to 43 twice a week
- Art group: 2 to 3 weekly
- French: 6 to 9 weekly
- Rug Hookers: 3 to 8 weekly
- Computer help: 2-3 daily
- Euchre: 5 to 8 weekly
- Scrabble: 2-4 weekly
- Yoga: 10-14 weekly
- Knitters: 7-8 weekly
- Chess: 2-3 weekly
- Book Club:

Adults and children

- Piano Lessons: 83 lessons to 21 students per month
- Farmers Market: attend once a month in winter

b) Upcoming Events

- Feb 22: Author visit with Ania Nunns
- Feb 28: OPP anti-fraud session for seniors at 2:30 with refreshments
- April 4, 2020: Celebration of Reading for school age children and their parents at Almaguin Highlands Secondary School from 11:30 to 2:30pm. Four authors, namely Kevin Sylvester, Ted Staunton, Richard Scringer, and Lesley Livingston will attend. This event is organized by the Almaguin Highlands Libraries.

c) 2019 Audit

Started on January 27, 2020

8. Adjournment

Motion # 2020-05: That the January 27, 2020 meeting be adjourned at 6:28 pm.

Next Meeting: Monday March 23, 2020 at 6pm

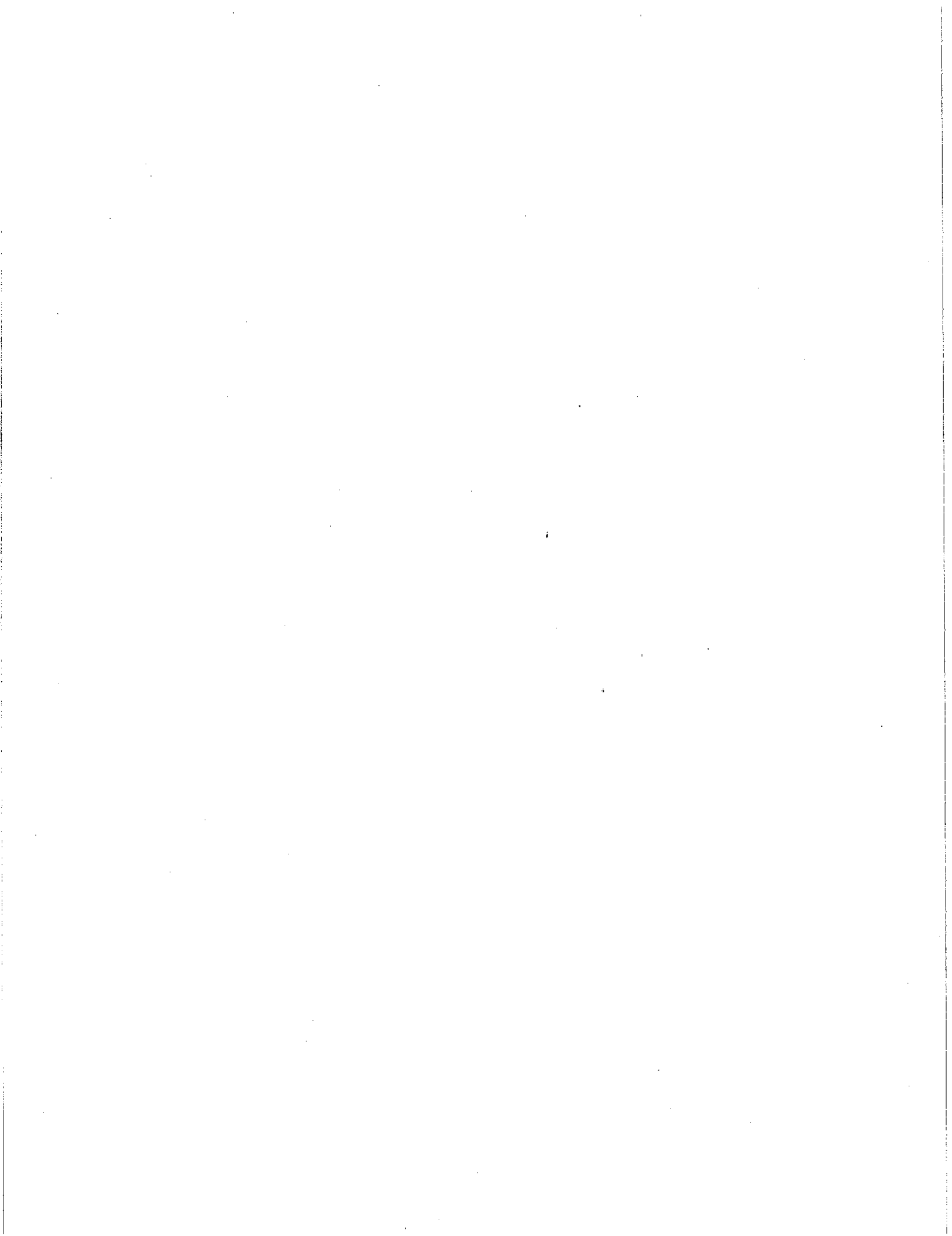
Chairperson: _____

Kristine Martin, Chair

Secretary: _____

Marie Rosset, CEO

DRAFT



**THE CORPORATION OF THE
MUNICIPALITY OF POWASSAN
BY-LAW NO. 2020-04**

BEING A BY-LAW TO ESTABLISH A VOLUNTEER FIRE DEPARTMENT

Whereas, the Municipal Act, 2001, S.O. 2001, c.25, as amended, ("Municipal Act") provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act;

And Whereas, the Municipal Act provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

And Whereas, the Fire Protection and Prevention Act, 1997, S.O. 1997, c4, as amended, ("FPPA") requires every municipality to establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other Fire Protection Services as it determines may be necessary in accordance with its needs and circumstances;

And Whereas, the FPPA permits a municipality, in discharging these responsibilities, to establish a fire department;

And Whereas, the FPPA requires a municipality that establishes a Fire Department to appoint a Fire Chief;

And Whereas, the FPPA authorizes a council of a municipality to pass by-laws under the FPPA to regulate fire prevention, to regulate the setting of open-air fires and to designate private roads as fire routes.

Now therefore, the Council of The Corporation of the Municipality of Powassan hereby enacts as follows:

1. That all appendices and schedules attached form a part of this by-law.
2. That By-Law 2001-21 be rescinded upon adoption of this by-law.
3. That this by-law come into effect upon adoption.

Read a first and second time the 4th day of February, 2020
Read a third and final time the 18th day of February, 2020

Mayor

Clerk

AGENDA ITEM NO. 10.1
DATE: Feb. 4/20

**Appendix A to By-Law 2020-04
Establishing and Regulating a Fire Department**

1. In this by-law unless the context otherwise requires,
 - (a) "Approved" means approved by the municipal council.
 - (b) "Chief" means the person appointed through a by-law of the council of the municipality to act as fire chief for the corporation.
 - (c) "Clerk-Treasurer" means the person appointed through a by-law of the council of the municipality to act as Clerk-Treasurer for the corporation.
 - (d) "Corporation" means the Corporation of the Municipality of Powassan.
 - (e) "Council" means the Council of the Municipality of Powassan.
 - (f) "Department" means the Municipality of Powassan Fire Department.
 - (g) "Deputy Chief" means the person appointed through a by-law of council to act on behalf of the chief of the fire department in the case of an absence or a vacancy in the office of chief.
 - (h) "Fire Protection" means a range of programs designed to protect the lives of the inhabitants of the fire department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by persons or nature and includes fire
 - (i) "Members" means members of the Municipality of Powassan Fire Department and includes officers, members of a fire prevention bureau, volunteer firefighters and any technicians assigned exclusively to department duties.
 - (j) "Volunteer Firefighter" means a firefighter who provides fire protection services either voluntary or for a nominal consideration, honorarium, training or activity allowance.

2. A department for the Municipality of Powassan to be known as the Municipality of Powassan Fire Department is hereby established and the head of the department shall be known as the chief.

3. In addition to the chief, the department personnel shall consist of Deputy Chiefs and such number of other officers and members as may be deemed necessary by the council.
4. The chief may recommend to the council appointment of any qualified person as a member of the department. Subject to the approved hiring policies of the Municipality of Powassan.
5. Persons appointed as members of the department for firefighting and fire prevention shall be on probation for a period of three months, during which period they shall take such special training and examination as may be required by the chief.
6. If a probationary member appointed for firefighting or fire prevention duties fails any such examinations, the chief may recommend to the council that they be dismissed.
7. The remuneration of the department shall be as determined by the council.
8. The chief is responsible to council, through the Clerk-Treasurer for proper administration and operation of the department including all department functions and programs.
9. The chief shall implement all approved policies and shall develop such standard operating procedures, general orders and departmental rules as necessary to implement the approved policies and to ensure the appropriate care and protection of all department personnel and department equipment.
10. The chief shall review periodically all policies, orders, rules and operating procedures of the department and may establish an advisory committee consisting of such members of the department as the chief may determine from time to time to assist in these duties.
11. The Fire Chief may utilize such Members and administrative support staff of the Fire Department as the Fire Chief may determine, from time to time, to assist in the performance of his duties and/or perform the role as required of a Chief Fire Official or other designate in such a manner as to include, but not be limited to, the following:
 - a) Provide administrative support and customer assistance for facilities and services provided by the Fire Department;
 - b) Prepare Divisional and overall Departmental budget(s) and exercise budgetary control;

- c) Prepare the payroll data of the Department as required, to initiate requisitions and acquire materials and services and certify all accounts of the Department;
- d) Maintain personnel records as required in conjunction with the direction of the Corporation's Corporate Services Department;
- e) Arrange for the provision of new facilities, equipment, and apparatus;
- f) Carry out the general administrative duties of the Fire Department;
- g) Liaise with the local firefighter's associations;
- h) Liaise with other emergency response and safety agencies;
- i) Liaise with other Departments within the Corporation and participate on committees or be involved in functions as required;
- j) Provide emergency communications/dispatch, firefighting and emergency response duties and/or assist at emergency or life supporting incidents as required by the Fire Chief to prevent, control, and extinguish fires, and further prevent fire and life safety tragedy;
- k) Conduct investigations of fires by Fire Department personnel in concert with Investigators of the Office of the Fire Marshal and Emergency Management and the Police or other allied agencies in order to determine cause, origin, and circumstances of a fire incident;
- l) Perform specialized emergency and/or rescue response such as vehicle/auto/machinery extrication, land based static water/ice rescue, hazardous materials response (emergency decontamination), high/low angle rope and confined space rescue, render emergency patient care and other life saving measures as per Fire Department policies;
- m) Conduct, facilitate and participate in training at fire stations or other approved sites and keep clear and concise records of said training to Provincial standards;
- n) Research and/or develop new technologies and strategies to maintain safe operating efficiency and effectiveness in emergency or routine operations;
- o) Prepare and conduct examinations of Fire Department staff members as required;

- p) Conduct in-service fire prevention audits, visits, inspections and/or other pre-planning familiarization inspections of premises and occupancies on a complaint, request or proactive basis as required;
 - q) Enforce all legislation pertaining to fire prevention and the Ontario Fire Code and respond to all fire and life safety complaints and/or concerns as appropriate;
 - r) Provide fire and life safety education and distribution of educational materials as appropriate;
 - s) Perform apparatus and equipment maintenance cleaning, checks, inspection and testing at stations or other as required;
 - t) Co-ordinate and address joint health and other safety issues within the Fire Department itself;
 - u) Ensure the Joint Health and Safety Committee performs, meets, and provides recommendations to Administration as required by legislation, and further that all staff conform and abide by safety practices to ensure a safe workplace;
 - v) Assist in the preparation and implementation of Departmental emergency plans and contingencies in conjunction with the Corporation's Emergency Plan;
 - w) Perform other duties as assigned and shall comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.
12. The chief shall submit to the Clerk-Treasurer and council for approval, the annual budget estimates for the department, an annual report and any other specific report requested by the Clerk-Treasurer or Council.
13. Each division of the department is the responsibility of the chief and is under the direction of the chief or a member designated by the chief. Designated members shall report to the chief on divisions and activities under their supervision and shall carry out all orders of the chief.
14. Where the chief of the department designates a member to act in the place of an officer in the department, such member, when so acting, has all the powers and shall perform all the duties of the officer replaced.
15. The chief may reprimand, suspend or recommend dismissal of any member for infraction of any provisions of this by-law, policies, general orders and departmental rules that, in the opinion of the chief, would be detrimental

to discipline or the efficiency of the department.

16. The chief shall take all proper measures for the prevention, control and extinguishment of fires and the protection of life and property and shall exercise all powers mandated by the Fire Protection and Prevention Act, and the chief shall be empowered to authorize:
 - a) pulling down or demolishing any building or structure to prevent the spread of fire
 - b) all necessary actions which may include boarding up or barricading of buildings or property to guard against fire or other damage, risk or accident, when unable to contact the property owner
 - c) recovery of expenses incurred by such necessary actions for the corporation in the manner provided through the Municipal Act

17. The department shall not respond to a call with respect to a fire or emergency outside the limits of the municipality except with respect to a fire or emergency,
 - (a) that in the opinion of the chief or designate of the department threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality.
 - (b) in a municipality with which an approved agreement has been entered into to provide fire protection
 - (c) on property which an approved agreement has been entered into with any person or corporation to provide fire protection
 - (d) at the discretion of the chief to a municipality authorized to participate in the mutual aid plan established by a fire co-ordinator appointed by the Fire Marshal or any other similar reciprocal plan or program
 - (e) on property beyond the necessary boundary where the chief or designate determines immediate action is necessary to preserve life or property and the correct department is notified to respond and assume command or establish alternative measures, acceptable to the chief or designate.

18. The Fire Chief may require occupancy owners, persons within or outside the municipality, or providers of public utilities to pay costs or fees for fire and emergency response or other administrative services provided to them. This includes responding to emergencies relating to public utility equipment. Invoicing for services will be conducted in accordance with the Municipality of Powassan's Fees By-Law.

19. If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief or their designate determines that it is necessary to incur additional expenses, retain a private contractor, or rent special equipment not normally carried on a fire apparatus in order to suppress or extinguish a fire , preserve property, prevent a fire from spreading, control or eliminate an emergency, conduct a fire cause investigation, or otherwise carry out the duties and functions of the fire department and/or generally make "safe" an incident or property,

Appendix "B" to By-law No. 2020-04 Core Services

Fire Suppression and Emergency Response

1. Fire suppression services shall be delivered in both offensive and defensive modes as required and shall include search and rescue operations, forcible entry, ventilation, protection of exposures, and salvage and overhaul as appropriate.

3. Special technical and/or rescue response services provided by Municipality of Powassan Fire Department shall include performing automobile and/or equipment extrication using hand tools, air bags, and heavy hydraulic tools as required, shore based water rescue.

3. Other technical and/or specialized rescues response services (including trench rescue, rope rescue, building collapse, confined space, swift water, etc.) shall **not** be provided by the Municipality of Powassan Fire Department beyond the Awareness level. Notwithstanding, Council may approve a specialized rescue service agreement to allow these services to be provided by an agency or Department at a higher level as necessary.

Training

4. The National Fire Protection Association (NFPA) Standards and other related industry training standards and reference materials shall be used as reference guides for Municipality of Powassan Fire Department Training Division as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act, R.S.O. 1190, c. O.1, as amended and applicable provincial legislation.

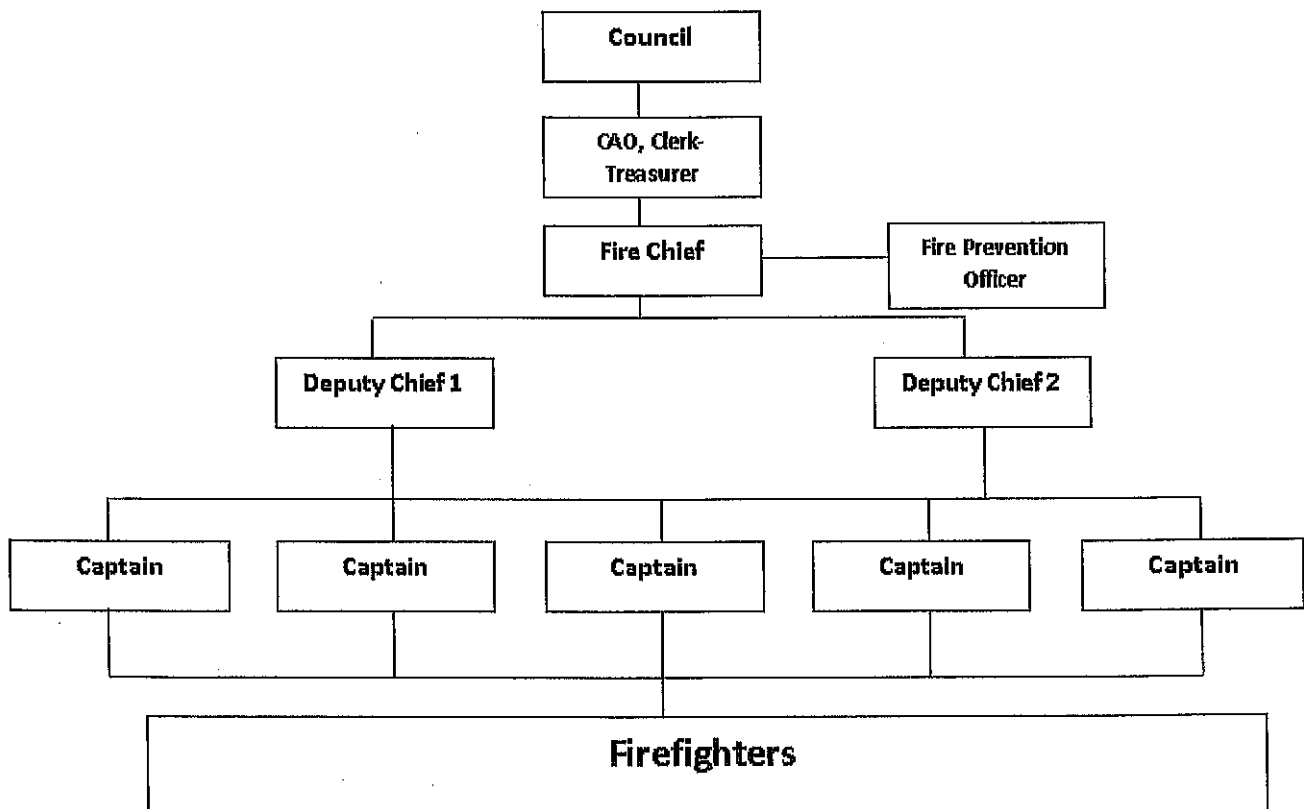
Fire Prevention

5. Inspections arising from complaint, request, retrofit, or self-initiated; fire investigations; and examination and review of fire protection elements of building permit plans shall be provided in accordance with the FPPA and Departmental policies.

Fire and Life Safety Education

6. Public education programs shall be administered in accordance with the FPPA and Departmental policies.

**Appendix "C" to By-law No. 2020-04
Fire Department Organizational Structure**



Appendix "D" to By-law No. 2020-04 Fire Department Objectives and Mission Statement

Mission of the Fire Department

The primary mission of the Municipality of Powassan Fire Department is to provide a range of programs to protect the lives and property of the inhabitants of the Municipality of Powassan from the adverse effects of fires, sudden medical emergencies or exposures to dangerous conditions caused by people or nature.

Primary Objectives of the Municipality of Powassan Fire Department

The primary Objectives of the Fire Department are to;

- Identify and review annually the fire service requirements of the municipalities.
- Provide appropriate public fire and life safety education and other fire prevention programs and measures as legislated by the FPPA,
- Provide exceptional training to its members through well planned programs followed by appropriate testing and documentation,
- Provide effective, timely and adequately staffed emergency response and assistance as appropriate to the needs and circumstances of the municipality and as required by the FPPA and other applicable legislation,
- Provide an administrative process consistent with the needs of the fire department.
- Provide a maintenance program to ensure that all firefighting apparatus and equipment is maintained and ready to be deployed for emergency responses.
- Develop a good working relationship with all federal, provincial and municipal departments, utilities and agencies, related to the protection of life and property.
- Interact with other municipal departments respecting the aspects of fire on any given property.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2020-03

BEING A BY-LAW TO PROHIBIT THE DEPOSITING OF SNOW
ON ANY HIGHWAY OR BRIDGE OF THE MUNICIPALITY OF POWASSAN,

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

And whereas section 10(1) of the Municipal Act, 2001 provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas section 10(2) of the Municipal Act, 2001 provides that a single-tier municipality may pass by-laws respecting: in paragraph 5, social and environmental well-being of the municipality; in paragraph 6, health, safety and well-being of persons; in paragraph 7, services and things that the municipality is authorized to provide under section 10(1); in paragraph 8, protection of persons and property; and in paragraph 10, structures, including signs;

And whereas it is deemed expedient to regulate or prohibit depositing of snow on any highway or bridge within the limits of the Municipality of Powassan;

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

DEFINITIONS

1. In this by-law,
 - (a) Bridge means a structure carrying a pathway or roadway.
 - (b) Culvert means a transverse drain.
 - (c) Ditch means a long narrow excavation dug in the earth (as for defense, drainage or irrigation).
 - (d) Highway includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, and part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
 - (e) Officer means a municipal law enforcement officer or provincial offences officer employed or contracted by the municipality
 - (f) Pedestrian means a person a foot and an invalid or child in a wheelchair or carriage.

AGENDA ITEM NO. <u>10.2</u>
DATE: <u>Feb. 4/20</u>

- (g) Street includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, designed and intended for, or used by the general public for the passage of vehicles.
- (h) Traffic includes pedestrians, ridden or herded animals, vehicles, street cars and other conveyances either singly or together while using any street for the purposes of travel.
- (i) Vehicle includes a motor vehicle, trailer, traction engine, farm tractor, road building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle.

DEPOSITING OF SNOW

- 2. No person shall deposit or cause to be deposited any snow, slush, or ice upon any portion of any highway or bridge located within the territorial limits of the Corporation of the Municipality of Powassan.
- 3. No person shall move snow, slush or ice within a highway from one side of the cleared portion of the highway intended for vehicular and pedestrian traffic to the other side of the highway.
- 4. No person shall relocate snow, slush or ice within a highway in such manner as to encroach on the cleared portion of the highway intended for vehicular or pedestrian traffic, or that would result in the obstruction of the normal visibility of the safe movement of vehicular and pedestrian traffic on the highway.
- 5. No person shall deposit snow, slush, or ice in such a way to obstruct access to any fire hydrant.
- 6. No person shall deposit snow, slush, or ice in such a way to obstruct drainage to any catch basin.
- 7. No person shall deposit snow on property not belonging to them without permission from the owner of the property.

APPLICATION

- 8. This by-law shall apply to the whole of the Municipality of Powassan.

SEVERABILITY

- 9. Where a court of competent jurisdiction declares any section or part of a section of this by-law invalid, the remainder of this by-law shall continue in force unless the court makes an order to the contrary.

ENFORCEMENT AND PENALTIES

10. Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
11. This by-law shall be enforced by an officer.
12. Pursuant to section 436 of the Municipal Act, 2001, an Officer may enter onto Land at any reasonable time for the purpose of carrying out an inspection to determine whether or not this by-law is being complied with.
13. No person shall hinder or obstruct an Officer employed to enforce this by-law from carrying out their duties.

COMING INTO FORCE

14. This by-law No 2020-03 shall come into force the 4th day of February, 2020.

REPEAL

15. Upon the coming into force of this by-law, By-Law 2001-25 and any amendments thereto are hereby repealed.

Considered READ a FIRST and SECOND time, the 21st day of January, 2020
To be READ a THIRD and FINAL time and considered passed, the 4th day of February, 2020.

Mayor Peter McIsaac

CAO/Clerk- Treasurer Maureen Lang

Schedule 1
Set Fines

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining the offence	COLUMN 3 Set Fine
1.	Deposit/Cause to be deposited snow/slush/ice on highway.	2	\$150
2.	Move snow/slush/ice within/across highway.	3	\$150
3.	Relocate snow within highway in manner that obstructs portion cleared vehicle flow.	4	\$150
4.	Deposit snow/slush/ice in manner that obstructs fire hydrant access.	5	\$150
5.	Deposit snow/slush/ice in manner that obstructs drainage.	6	\$150
6.	Deposit snow/slush/ice on property without permission of owner.	7.	\$150

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2020-05

Being a By-Law to authorize a Contribution Agreement between the Municipality of Powassan and the Canada Parks and Recreation Association.

WHEREAS the Canadian Parks and Recreation Association (CPRA) Gender Equity in Recreational Sport: Community Grants Initiative gave notice applications would be accepted for programming-related subsidy for Women and Girls in Recreation and Sport;

AND WHEREAS the Municipality of Powassan is desirous of expanding Sport and Recreation Opportunities within the community;

AND WHEREAS the Council of the Municipality of Powassan gave direction under resolution 2019-412 to submit an application for this funding opportunity;

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

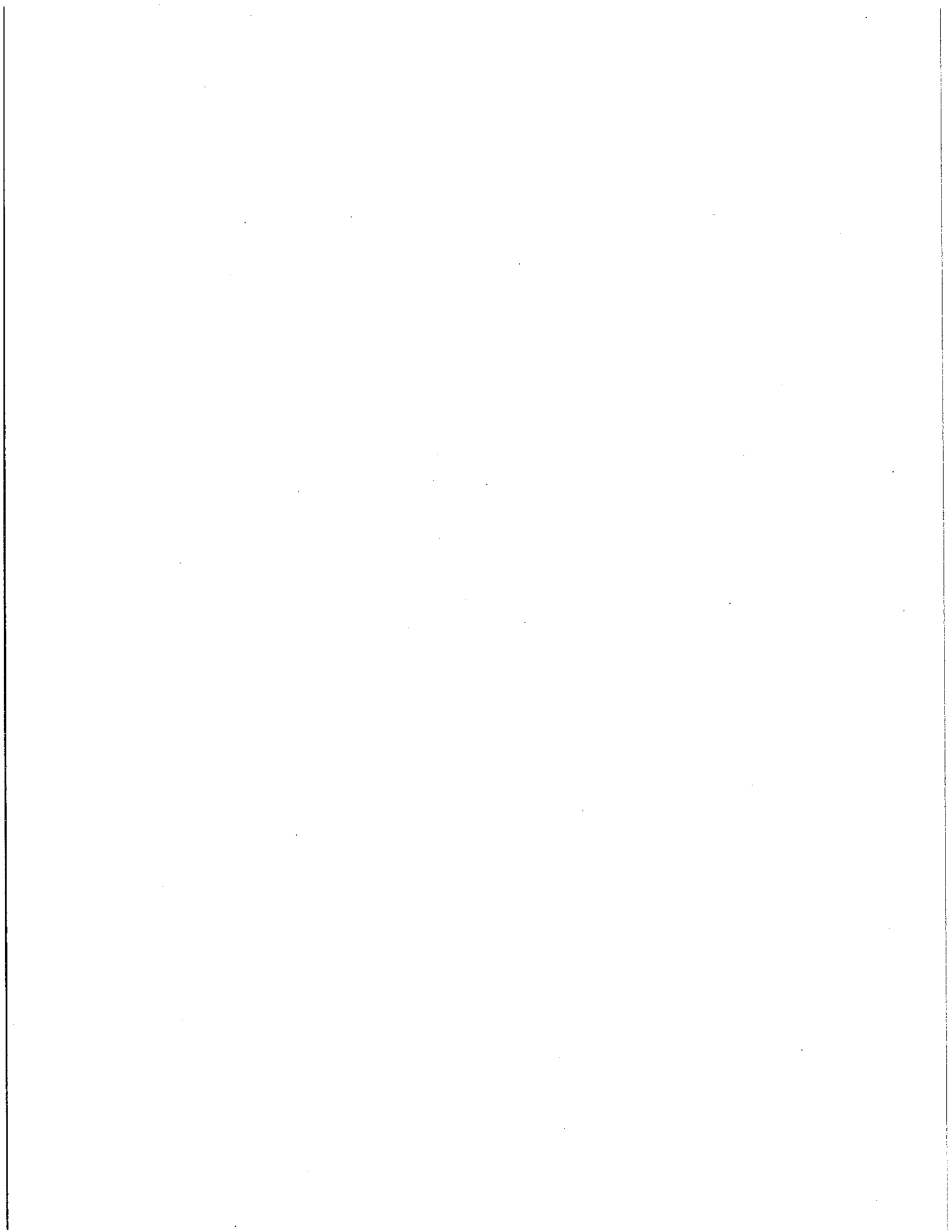
1. That the Canada Parks and Recreation Association (CPRA) Gender Equity in Recreation Sport Subsidy Agreement (Schedule "A" attached) and forming part of this By-Law be adopted;
2. That designates be hereby authorized to execute the attached Contribution Agreement between the Municipality of Powassan and the Canada Parks and Recreation Association;
3. That this agreement will come into force upon signing of all parties.

READ a **FIRST** and **SECOND** time and considered **READ** a **THIRD** and **FINAL** time and finally passed in open Council on February 4th, 2020

Mayor

Deputy Clerk

AGENDA ITEM NO.	10-3
DATE:	Feb 4/20



GENDER EQUITY IN RECREATIONAL SPORT SUBSIDY AGREEMENT

BETWEEN:

Canada Parks and Recreation Association
(hereinafter called the "CPRA")

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN
(hereinafter called the "Recipient")

OF THE SECOND PART

WHEREAS

- 1) The CPRA has entered into a partnership with the Canadian Federal Government and Sport Canada to support and encourage gender equity in sport (the "Gender Equity in Recreational Sport: Community Grants Initiative"). Under the Gender Equity in Recreational Sport: Community Grants Initiative, CPRA, with assistance from the Canadian Federal Government, will subsidize the programs and facilities across Canada.
- 2) The Recipient is participating in the Gender Equity in Recreational Sport: Community Grants Initiative, and CPRA will subsidize community level interventions as proposed by the Recipient.
- 3) This Gender Equity in Recreational Sport: Community Grants Initiative Subsidy Agreement governs the terms and conditions of that subsidy and relationship between the CPRA and Recipient.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other, and other good and valuable consideration, receipt whereof is by them acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 In this agreement:
- (a) "Agreement" or "this Agreement" shall refer to this Gender Equity in Recreational Sport Subsidy Agreement.
 - (b) "Business Day" means a day other than a Saturday or Sunday or statutory holiday in Ottawa, Ontario.
 - (c) "Program(s)" means the programs, facilities or other items within the Recipient's organization to which the subsidy or subsidies are being applied
 - (d) "Subsidy" means the funds advanced to the Recipient by the CPRA and as more particularly described in Section 3.1.

ARTICLE 2 - GENDER EQUITY IN SPORT

- 2.1 Recipient has undergone an application and evaluation process to qualify for funding through the Gender Equity in Recreational Sport: Community Grants Initiative. The Programs subsidized under this Agreement must be identical to those identified in the application and evaluation process. Any change or deviation from the initial application must be approved in writing by CPRA.
- 2.2 The Recipient will generally manage the Programs, while providing the appropriate reports back to CPRA in a timely fashion.

ARTICLE 3 - SUBSIDY

- 3.1 The CRPA will subsidize the Recipient for the Programs in the amounts as outlined in Schedule 3.1 (hereafter the "Subsidy").
- 3.2 Payment of Subsidy to Recipient
- (a) Payment of the Subsidy will be made after review and approval of the Recipient's application, and will be made on or before March 31st, 2020.
- 3.3 Disbursement of Subsidy by Recipient
- (a) Recipient shall disburse all of the funds of the Subsidy on or before March 31st, 2021. Any funds remaining in the Subsidy after March 31st, 2021 shall be returned to CPRA on or before April 8th, 2021.

- (b) Recipient shall use the Subsidy for the Programs. Recipient shall not use the Subsidy for any other purpose.
- (c) In the event that Recipient uses any portion of the Subsidy for something other than the Programs, the Recipient shall (a) promptly inform CPRA of the misspending, (b) reimburse CPRA for the misused funds, plus interest at the rate of ten percent (10%) per annum. Interest shall be charged from the date the CPRA first advanced funds to the Recipient until the date the Subsidy (and interest) have been reimbursed in full.

3.4 Return of Unused Subsidy Funds

- (a) Any funds not yet used or spent in the Programs shall be returned to the CPRA within five (5) Business Days upon any of the following:
 - (i) Termination of this Agreement by CPRA;
 - (ii) Termination of this Agreement by the Recipient;
 - (iii) The completion of the Program(s);
 - (iv) The Recipient becomes bankrupt, files for bankruptcy or makes a proposal to creditors;
 - (v) The request of the CPRA; or
 - (vi) The contract expiration date of March 31st, 2021.

ARTICLE 4 - REPORTING RECORDS AND AUDITS

4.1 Reports to CPRA

- (a) Recipient will provide quarterly reports to CPRA about the progress of the Programs.
- (b) Recipient will also provide CPRA with a final report at the earlier of (a) the conclusion of this Agreement or (b) the completion of the Programs.
- (c) The CPRA will provide Recipient with the form of the reports and the information required. All reports are to be sent to Erin Love at programs@cpra.ca.
- (d) The CPRA may change the form of the reports, the information required, reporting contact, the date required or the frequency of the reports at any time.
- (e) If the Recipient fails to provide the Final Report on or before April 30, 2021 (unless otherwise agreed to by CPRA in writing) it will be in default of this Agreement, and shall return all funds in the Subsidy to CPRA on or before May 14th, 2021.

4.2 Record Keeping

- (a) The Recipient will maintain and store all records relating to this Agreement and the Gender Equity in Recreational Sport: Community Grants Initiative until instructed otherwise by CPRA.
- (b) The Recipient will make their records available to the CPRA and any third party designated by CPRA upon request.

4.3 Audits and Investigations

- (a) The Recipient will co-operate fully with any audit or investigation performed by the CPRA (and/or any third party designated by CPRA). This includes but it is not limited to audits and investigations regarding finances, compliance, allegations of harassment, abuse or discrimination, etc.
- (b) In addition to providing the records detailed above, the recipient will also make their employees, agents and contractors available to meet with CPRA.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 This Agreement shall commence upon signing and will expire on March 31st, 2021.
- 5.2 In the event of default or breach of contract by the Recipient, this Agreement may be terminated at anytime upon the sole discretion of CPRA.
- 5.3 In the event of early termination, the Recipient is to return any remaining portion of the Subsidy within five (5) Business Days.
- 5.4 In the event that Canadian Federal Government decreases or terminates the funding available to CPRA for any reason, this Agreement may be terminated or decreased immediately by CPRA.
- 5.5 This Agreement may be terminated by either party for any reason on sixty (60) days notice.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

- 6.1 Recipient hereby represents and warrants to the CPRA, the representations and warranties outlined below are accurate and true as of the execution of this Agreement and will remain true through the lifetime of this Agreement. The Recipient acknowledges and confirms that CPRA is relying on these representations and warranties in connection with this Agreement.
- 6.2 The Recipient represents and warrants that:
 - (a) The Recipient is validly organized under the laws of and is legally able to carry on business in the province or territory in which it is domiciled.

- (b) The Recipient is not bankrupt.
- (c) All of the information provided in the application was true and accurate, and shall remain true and accurate throughout the lifetime of this Agreement.

ARTICLE 7 - ANNOUNCEMENTS AND COMMUNICATION

- 7.1 The Recipient will acknowledge that this program is funded by the Government of Canada and CPRA in any communication relating to this Agreement.

ARTICLE 8 - CONFIDENTIALITY

- 8.1 Recipient will keep all information regarding this Agreement strictly confidential. Recipient shall not at any time or under any circumstances, without the consent of the CPRA, directly or indirectly communicate or disclose to any person (aside their advisors and representatives,) or make use of any confidential knowledge or information howsoever acquired by Recipient relating to or concerning this Agreement (collectively, "Information"), except for:
 - (a) Information that becomes generally known in the industry to which the business is related other than through a breach of this Agreement;
 - (b) Information that is lawfully obtained from a third party without breach of this Agreement by the Party;
 - (c) Information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange, provided that the Recipient gives the other parties prompt written notice of the compelled disclosure and cooperates with CPRA, at CPRA's expense in seeking a protective order or any other protections available to limit the disclosure of the Information.

ARTICLE 9 - INDEPENDENT LEGAL ADVICE

- 9.1 All parties acknowledge having had the opportunity to obtain independent legal advice regarding this Agreement, and have either obtained said independent legal advice or waived their right to independent legal advice and have signed this Agreement freely and without duress, coercion or undue influence.

ARTICLE 10 - FURTHER ASSURANCES, REPORTS AND ONGOING RESPONSIBILITIES

- 10.1 The Parties hereto shall execute such further and other assurances, instruments and documents and all such other things and acts which may be necessary or proper for carrying out the purpose and intent of this Agreement.

- 10.2 The Recipient may be required to provide reports in a form as designated by CPRA at regular intervals during the term of this Agreement.
- 10.3 Representatives of the CPRA shall be entitled to inspect the Recipient's premises and records at all reasonable times to ensure compliance with this Agreement. The Recipient consents and agrees to make any document, facility or other any item available for the CPRA during any such inspection.

ARTICLE 11 - FUTURE AGREEMENTS

- 11.1 The Gender Equity in Sport Initiative may last longer than the term of this Agreement. The Recipient is free to make further applications for additional funding or subsidies beyond the term of this Agreement. However, there is no guarantee any future such application(s) (even if the application is identical to the application giving rise to this Agreement) will be approved.
- 11.2 Nothing in this Agreement shall guarantee or act as a promise towards any future funding or subsidy beyond the term of this Agreement.

ARTICLE 12 - NOTICES

- 12.1 Any notice, request, instruction or other communication to be given hereunder by any party hereto shall be in writing and shall be deemed to have been duly given (i) on the date of delivery before 5:00pm local time, provided delivery is actually tendered at the appropriate address, addressed to the person identified below in person, or by overnight courier service, or by facsimile, or by email to the party's email address as set forth below or (ii) seven (7) calendar days after deposit in the mail if sent by first class registered mail, postage prepaid, return receipt requested, and, with an additional copy sent to the party's email address as set forth below:
- (a) In the case of the CPRA:

1180 Walkley Road
PO Box 83069
Ottawa, Ontario
K1V 2M5

Via: programs@cpra.ca

(b) In the case of the Recipient:

250 CLARK STREET
POWASSAN, ONTARIO
POH1Z0

via: lmarshall@powassan.net

12.2 Either party may unilaterally change their address for service by providing proper notice to the other party.

ARTICLE 13 - GENERAL

13.1 It is understood and agreed that all paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

13.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

13.3 If any article or part thereof of this Agreement is held to be unenforceable or invalid then said article should be struck and all remaining provisions shall remain in full force and effect.

13.4 Time is of the essence in this Agreement.

13.5 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

13.6 All words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate) and vice versa. All words importing the singular shall include the plural and vice versa.

13.7 This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts and facsimiles together constitute one agreement.

[The following page is the signatory page]

[The remainder of this page has been intentionally left blank]

DATED this ____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED
in the presence of:

Canadian Parks and Recreation Association

Per: CJ Noble, ACPL

I have the authority to bind the Corporation

THE CORPORATION OF THE
MUNICIPALITY OF POWASSAN

Per:

I have the authority to bind the Corporation

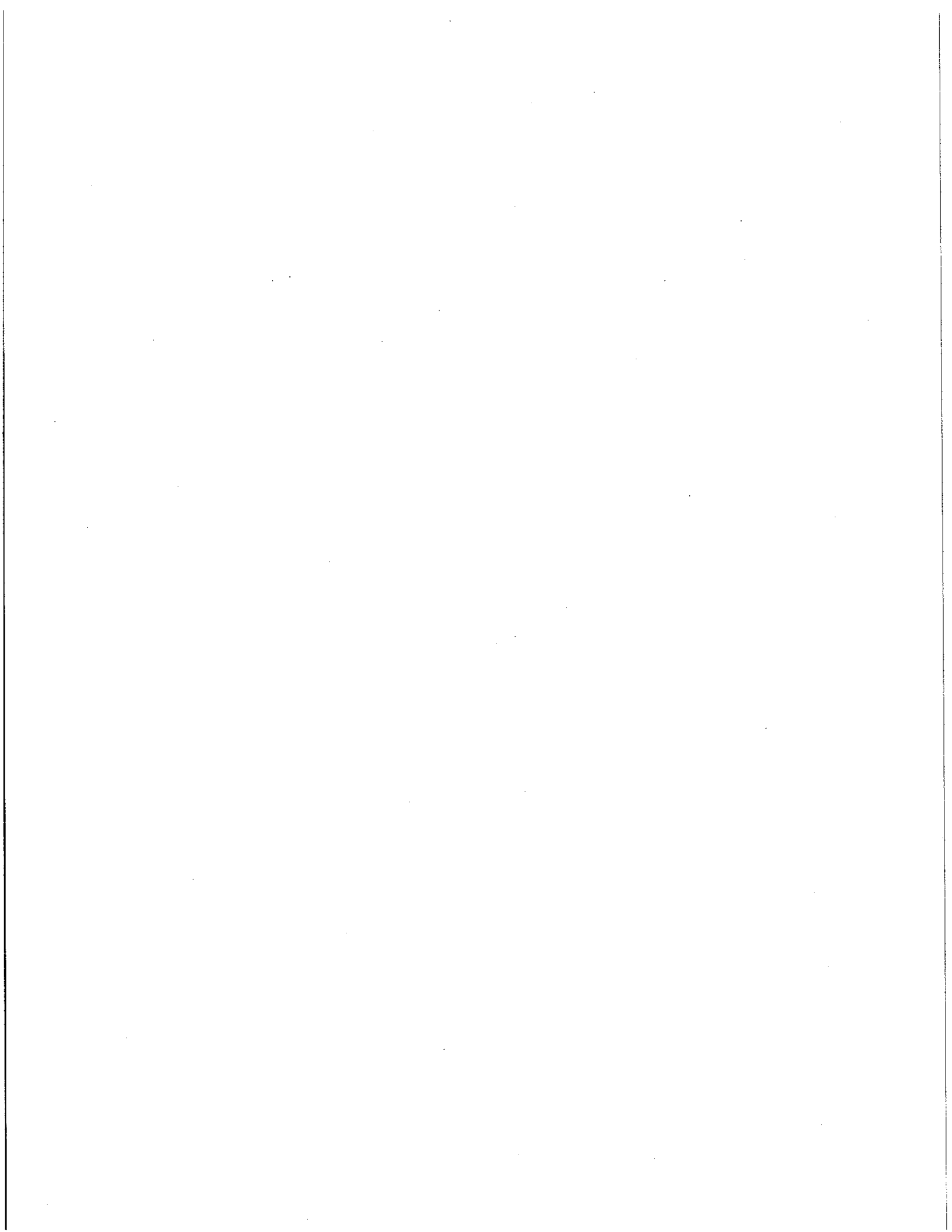
Schedule 3.1

PROJECT TITLE: New Programming for Women and Girls

TOTAL SUBSIDY offered via this agreement: \$12,500.00

BREAKDOWN OF APPROVED BUDGET:

DESCRIPTION	APPROVED BUDGET
Girls Sports	Yes
Senior's Dryland	Yes
Senior's Pool Program	Yes
Adult Lap Swim for Triathlon	Yes
Lunch Hour Adult Fitness	Yes
Childcare on-site	Yes



THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NUMBER 2020-06

Being a by-Law to enter into a Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair Agreement with the Corporation of the Township of Nipissing .

WHEREAS the Corporation of the Municipality of Powassan wishes to enter into a Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair Agreement with the Corporation of the Township of Nipissing ;

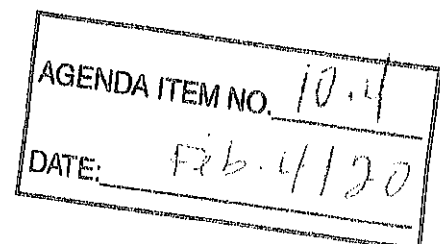
NOW THEREFORE the Council of The Corporation of the Municipality of Powassan ENACTS AS FOLLOWS:

1. That the Mayor and CAO-Clerk or designate be authorized to sign the agreement attached hereto as Appendix "A" and hereby declared to be part of this by-law.
2. That By-Law Number 2008-12 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 4TH DAY OF FEBRUARY, 2020.

Mayor

Deputy Clerk



**JOINT JURISDICTION
HIGHWAY and CONNECTING ROAD ROUTINE
MAINTENANCE AND REPAIR AGREEMENT
("Agreement")**

BETWEEN

The Corporation of the Municipality of Powassan

(hereinafter referred to as "Powassan")

OF THE FIRST PART

-and-

The Corporation of the Township of Nipissing

(hereinafter referred to as "Nipissing")

OF THE SECOND PART

WHEREAS Powassan passed By-Law Number 2020-_____ and Nipissing passed By-Law No. 2020-08 in accordance with s.27(2) of the *Municipal Act*, 2001 with respect to Highways under their Joint Jurisdiction (as herein defined);

AND WHEREAS pursuant to subsection 20.1(2) of the *Municipal Act*, 2001, each municipality has jurisdiction over that part of the Highway that it has agreed to keep in repair and is liable for any damages that arise from the failure to keep the Highway in repair and the other municipality is relieved from all liability in respect of the repair of that part;

AND WHEREAS the parties wish to provide for a means of dealing with certain Connecting Roads (as herein defined);

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1.0 DEFINITIONS

- 1.1 "Agreement" means this Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair (M&R) Agreement, including the following Schedules:
- (a) Schedule "A" – "Powassan Joint Jurisdiction Highways";
 - (b) Schedule "B" – "Nipissing Joint Jurisdiction Highways";
 - (c) Schedule "C" – "Powassan Connecting Roads";
 - (d) Schedule "D" – "Nipissing Connecting Roads".
- 1.2 "Business Day" means any day other than a Saturday, Sunday, public holiday, or other day on which banks in Ontario are authorized or required by law to be

closed, or a day on which the administrative offices of Powassan or Nipissing are closed.

- 1.3 "Capital Improvement" means any work that is outside of the Routine M&R as required by this Agreement and which materially improves and enhances any part of a Highway.
- 1.4 "Connecting Road" means a Highway or part thereof that lies within one municipality for which the other municipality agrees to perform Routine M&R in accordance with this Agreement.
- 1.5 "Contract Administrator" means an individual appointed by a municipality, or his/her designate, to oversee the administration of the Agreement.
- 1.6 "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 1.7 "Joint Jurisdiction" has the meaning described in s.29 of the *Municipal Act, 2001*.
- 1.8 "OSIM" means the "Ontario Structure Inspection Manual (OSIM)", by the Ministry of Transportation, Policy Planning & Standards Division, Engineering Standards Branch, Bridge Office (October 2000); as amended.
- 1.9 "Road Construction" means the building and rebuilding of Highways or parts of Highways. Road Construction does not mean or include Routine M&R.
- 1.10 "Routine M&R" means those activities completed in the routine maintenance and repair of a Highway, as contemplated in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended and all applicable regulations, including without limitation, the *Minimum Maintenance Standards for Municipal Highways Regulation*, O.Reg. 239/02, as amended and as they exist from time to time, or any successor regulation(s) or statute(s) (collectively referred to as the "*Maintenance Legislation*"), and which shall be conducted in accordance with the specifications contained in the *Maintenance Legislation* and in this Agreement. For greater certainty, Routine M&R does not include Capital improvements or Road Construction.
- 1.11 "Structure" means a bridge, culvert, tunnel, retaining wall or sign support, as the terms are defined in the OSIM.

2.0 JOINT JURISDICTION HIGHWAY

- 2.1 Powassan agrees to carry out Routine M&R in respect of all the Joint Jurisdiction Highways or parts thereof described in Schedule "A" of this Agreement.
- 2.2 Nipissing agrees to carry out Routine M&R in respect of all the Joint Jurisdiction Highways or parts thereof described in Schedule "B" of this Agreement.

3.0 SUMMER ROUTINE M&R STANDARDS – JOINT JURISDICTION HIGHWAYS

- 3.1 Powassan and Nipissing shall perform all Summer Routine M&R for their respective jurisdictions, as outlined in s.2.0 of this Agreement, in accordance with the requirements of the *Maintenance Legislation* at a minimum. Higher standards for Summer Routine M&R may be agreed to in writing between the parties forming part of this Agreement.

4.0 WINTER ROUTINE M&R STANDARDS – JOINT JURISDICTION HIGHWAYS

- 4.1 Powassan and Nipissing shall perform all Winter Routine M&R for their respective jurisdictions, as outlined in s.2.0 of this Agreement, in accordance with the requirements of the *Maintenance Legislation* at a minimum. Higher standards for Winter Routine M&R may be agreed to in writing between the parties forming part of this Agreement.

5.0 CONNECTING ROADS

- 5.1 Powassan agrees to carry out Routine M&R in respect of all the Connecting Roads or parts thereof described in Schedule "C" of this Agreement.
- 5.2 Nipissing agrees to carry out Routine M&R in respect of all the Connecting Roads or parts thereof described in Schedule "D" of this Agreement.
- 5.3 Powassan and Nipissing shall perform all Winter Routine M&R in accordance with the requirements of the *Maintenance Legislation* at a minimum.
- 5.4 Powassan agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "C".
- 5.5 Nipissing agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "D".
- 5.6 Powassan and Nipissing shall retain jurisdiction over any Connecting Road within its original jurisdiction, irrespective of whether Routine M&R for that Connecting Road is performed by the other party to this Agreement.

6.0 ROUTINE M&R – STRUCTURES

- 6.1 Powassan agrees to carry out all Routine M&R required in accordance with the Winter Routine M&R Standards or Summer Routine M&R Standards as applicable outlined in this Agreement, including, without limitation, biennial structure inspections as required by the OSIM on all Structures, situated in or along the Highways or parts thereof described in Schedule "A" of this Agreement. Biennial OSIM Structure inspection reports will be provided to Nipissing upon completion by Powassan.
- 6.2 Nipissing agrees to carry out all Routine M&R required in accordance with the Winter Routine M&R Standards, or Summer Routine M&R Standards, as

applicable, outlined in this Agreement, including biennial structure inspections as required by the OSIM on all Structures, situated in or along the Highways or parts thereof described in Schedule "B" of this Agreement. Biennial OSIM structure inspection reports will be provided to Powassan upon completion by Nipissing.

7.0 COST OF WORK REQUIRED BY THIS AGREEMENT

- 7.1 Powassan agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "A".
- 7.2 Nipissing agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "B".
- 7.3 Notwithstanding any other provision in this Agreement, Capital Improvement work of any kind and/or Road Construction relating to any Highway outlined in Schedules A and B of this Agreement shall not be undertaken by either party without the prior approval of the Councils of both municipalities. What constitutes a Capital Improvement for the purposes of this Agreement shall be as agreed between the parties on a project-by-project basis. The parties agree that in the event a project is agreed to be a Capital Improvement, or constitutes Road Construction, the parties shall agree in writing upon the basis of cost-sharing for that project prior to the implementation of said project.

8.0 INDEMNIFICATION

- 8.1 Powassan covenants and agrees that it shall indemnify, defend and save harmless Nipissing from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Powassan to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of Nipissing. This indemnity shall survive the early termination or expiry of this Agreement.
- 8.2 Nipissing covenants and agrees that it shall indemnify, defend and save harmless Powassan from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Nipissing to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of Powassan. This indemnity shall survive the early termination or expiry of this Agreement.
- 8.3 Notwithstanding anything to the contrary contained in this Agreement, and subject to any applicable legislation and the ability of a party to protect its own rights in the face of litigation against that party, each party agrees to assist the other party in a timely manner in terms of the provision of information relevant to any claims that are made against the other party with respect to either party's obligations assumed under this Agreement.

8.4

9.0 RECIPROCAL INSURANCE

- 9.1 During the term of this Agreement, each party shall obtain and maintain in full force and effect, Comprehensive General Liability Insurance naming the other party as an additional insured regarding their respective obligations under the Agreement. Each party shall also maintain Automobile Liability Insurance for owned vehicles and Non-Owned Automobile Liability Insurance for non-owned vehicles as may be used under this Agreement. Each of the overages shall have limits of not less than Five Million Dollars (\$5,000,000), and shall be issued by insurance companies licenced to carry on business in the Province of Ontario.
- 9.2 Upon request, each party shall deposit with the Contract Administrator for the other party such evidence of its insurance as provided in or required under this Agreement. Each party shall take all reasonable steps to not do or omit to do anything that would impair or invalidate the insurance policies.
- 9.3 The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the parties under this Agreement.

10.0 NOTICE, CONTRACT ADMINISTRATION AND AMENDMENT

- 10.1 Each party has appointed the following to act as Contract Administrator for that party:

For Powassan

Road Superintendent
250 Clark Street, Powassan, ON P0H 1Z0
Phone: (705) 724-2813
stoebes@powassan.net

For Nipissing

Operations Superintendent
45 Beatty Street, Nipissing, ON P0H 1W0
Phone: (705) 497-6024
roads@nipissingtownship.com

- 10.2 Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile with an original signed copy sent by prepaid registered mail within forty-eight (48) hours thereafter, or if mailed by prepaid registered mail to the addresses above, or at such other address or facsimile number as the party to whom such notice is to be given otherwise directs in writing. Any notice delivered aforesaid shall be effective on the date of the personal delivery, or on the date of facsimile transmission, and any notice mailed as aforesaid shall be effective three (3) Business Days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice shall be given by personal delivery or facsimile transmission.

- 10.3 Each Contract Administrator shall ensure that detailed maintenance and communications logs and other records relevant to the Routine M&R requirements of this Agreement ("Maintenance Records") are maintained with respect to the respective parties' obligations under this Agreement. These Maintenance Records shall be available for review and/or copying by the other municipality upon request and during regular business hours. Any records reviewed and/or copied pursuant to this provision shall be kept in the strictest of confidence, subject only to the requirements of applicable privacy and freedom of information laws and any other provision of this Agreement.
- 10.4 The Contract Administrators shall meet on a regular basis and in any event, no less than once every six (6) months, in order to discuss issues arising due to the obligations contained in this Agreement. A meeting summary shall be created and submitted to each Council.
- 10.5 Each Contract Administrator shall be responsible for providing the other party with written notice as soon as reasonably aware of the following:
- i. The amalgamation of one party's jurisdiction with another jurisdiction;
 - ii. Any proposed change of name or reorganization of one party's jurisdiction;
 - iii. Any proposed change of name of any Highway;
 - iv. Any proposed change of speed limits of any Highway;
 - v. Any changes, additions or removal of any signs of any Highway.
- 10.6 In the event of any changes identified in 10.5(iii), (iv) and (v), the party proposing to make the change shall not make said change without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.7 In the event of any authorized changes identified in 10.5(i), (ii) and (iii), this Agreement shall be amended accordingly.
- 10.8 For greater certainty, the changes identified in 10.5(iv) and (v) shall not require an amendment to this Agreement.
- 10.9 For greater certainty, any changes and/or amendments to this Agreement, including without limitation, any changes to Routine M&R conducted by either or both parties, shall be approved by the Council of each party respectively.

11.0 DISPUTE RESOLUTION

- 11.1 In the event of a dispute between the parties to the Agreement arising pursuant to this Agreement, the Contract Administrators agree to engage in good faith negotiations with a view to resolving the dispute.
- 11.2 In the event the Contract Administrators are unable to resolve a dispute within twenty (20) days as of the date the dispute arose, the parties agree to appoint a Committee comprised of three (3) members per party ("Dispute Committee") in order to resolve the dispute.

- 11.3 In the event the Dispute Committee is unable to resolve the dispute within thirty (30) days as of the date the dispute was brought before the Dispute Committee, the parties agree to submit to arbitration under the rules of the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended and as it exists from time to time.
- 11.4 Nothing contained herein shall be construed as waiving any additional rights in law or in equity of either party with respect to this Agreement.

12.0 INTERPRETATION

- 12.1 This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. All other responsibilities, duties, liabilities or other rights and/or powers of the respective jurisdictions, statutory or otherwise, remain unaffected unless specifically addressed herein.
- 12.2 Where there is any conflict between any provision of this Agreement and any provision of the Municipal Act, 2001 as amended, the provision of the Municipal Act, 2001 shall prevail to the extent of the conflict.

13.0 GENERAL PROVISIONS

- 13.1 This Agreement comes into force on the day of its execution by both parties hereto authorized by By-law and shall continue in force for a period of five (5) years therefrom. Unless terminated in accordance with s.14.3, this Agreement shall automatically renew every year for another five (5) years up to a maximum of ten (10) years.
- 13.2 No amendment or variation to this Agreement or of any of the terms hereof shall be binding upon the parties hereto, unless the same is in writing and properly authorized and executed by both parties to this Agreement.
- 13.3 This Agreement may be terminated by either party upon six (6) months prior written notice to the Contract Administrator of the other party.
- 13.4 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.5 This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 13.6 It is understood and agreed by the parties hereto that they are and shall be independent contractors and that nothing herein is intended to make either party an agent, legal representative, subsidiary, joint venture, fiduciary, employee, or servant of the other for any purpose.
- 13.7 All references to a day or days in this Agreement shall mean a Business Day or Business Days.

14.0 DEFAULT

- 14.1 Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its

obligations under this Agreement, the other party has the option of performing said obligations to the extent of the deficiency and charging the defaulting party for said services, including without limitations, all personnel, administrative and/or other related costs thereto.

- 14.2 No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed to or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act on any other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights hereunder.

IN WITNESS WHEREOF the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective authorized signing officers:

EXECUTED IN QUADRUPPLICATE

POWASSAN

Approved as to Content
Road Superintendent
Powassan

Per: _____
Peter MacIsaac, Mayor

Per: _____
Maureen Lang, CAO-Clerk-Treasurer

[I have authority to bind the corporation]

Date: _____

NIPISSING

Approved as to Content
Operations Superintendent
Nipissing

Per: _____
Tom Piper, Mayor

Per: _____
Charles Barton, CAO-Clerk

[I have authority to bind the corporation]

Date: _____

Schedule "A"

POWASSAN SCHEDULE OF JOINT JURISDICTION HIGHWAYS

1. The Municipality of Powassan agrees to maintain and keep in repair the boundary road between Concessions 3 and 4, Lot 35, Gurd, of the Township of Nipissing and Concessions 3 and 4, of the Municipality of Powassan referred to as Butterfield Road.
2. The Municipality of Powassan agrees to maintain and keep in repair the boundary road at Concession 1, Lots 1,2,3,4 and 5, of the Township of Nipissing and at Concession 8, Lots 29, 30, 31, 32 and 33 of the Municipality of Powassan referred to as Schlosser Line.
3. The Municipality of Powassan agrees to maintain and keep in repair the boundary road starting 200 metres south of the Hummel Bridge over the South River between Concession 1 and Part of Concession 2 of the Township of Nipissing and Concession 9 and Part of Concession 10 of the Municipality of Powassan referred to as Hemlock Road.
4. The winter maintenance shall include sanding, snowplowing and thawing culverts.
5. That summer maintenance will be the responsibility of the respective municipalities.

Schedule "B"

NIPISSING SCHEDULE OF JOINT JURISDICTION HIGHWAYS

1. The Township of Nipissing agrees to maintain and keep in repair the boundary road between Concessions 5 and 6, Gurd, Lot 35, of the Township of Nipissing and Concessions 5 and 6, Lot 37, of the Municipality of Powassan referred to as Butterfield Road.
2. The Township of Nipissing agrees to maintain and keep in repair the boundary road starting 200 metres south of the Hummel Bridge over the South River between Part of Concession 2 and Concession 3 and 4 of the Township of Nipissing and Part of Concession 10 and Concession 11 and 12 of the Municipality of Powassan to Highway 534 referred to as Hemlock Road and Alsace Road.
3. The winter maintenance shall include sanding, snowplowing and thawing culverts.
4. That summer maintenance will be the responsibility of the respective municipalities.

Schedule "C"

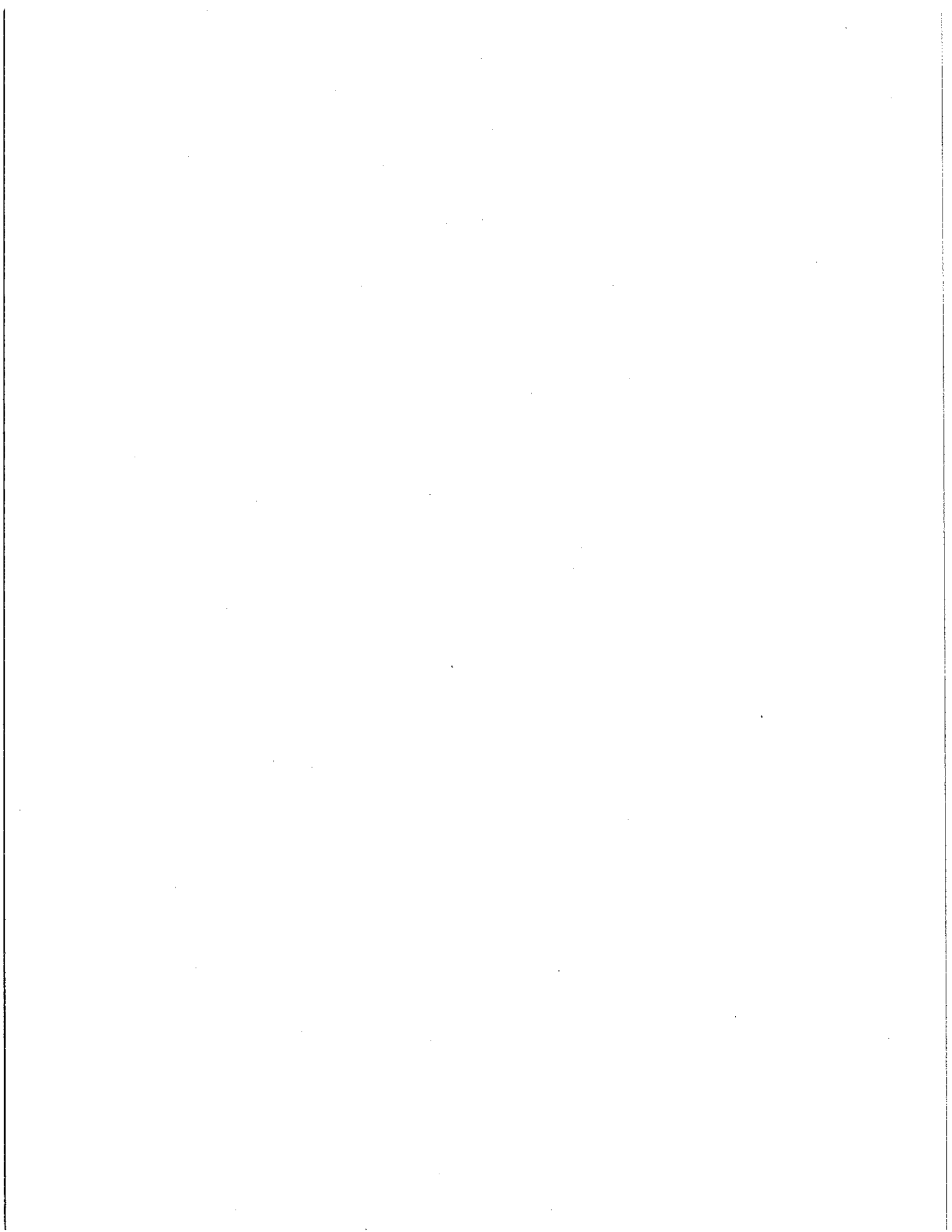
POWASSAN SCHEDULE OF CONNECTING HIGHWAYS

1. That the Municipality of Powassan agrees to winter maintenance which shall include sanding and snowplowing on Sprucedale Road located in the Township of Nipissing.

Schedule "D"

NIPISSING SCHEDULE OF CONNECTING HIGHWAYS

1. That the Township of Nipissing agrees to winter maintenance which shall include sanding and snowplowing on Munro Park Road located in the Municipality of Powassan.
2. The Township of Nipissing agrees to maintain and keep in repair, including Capital Improvements, the Ski Hill Road located between Concession 12 and 13, Lot 35 in the Municipality of Powassan.



FAIM INTERNATIONAL INC.

71 Siltan Road / Suite 10 / Vaughan Ontario / L4L 7Z8
Tel: 905-264-1555 / Fax: 905-264-2801

January 30, 2020

THE MUNICIPALITY OF POWASSAN
250 Clark Street, PO Box 250
Powassan, Ontario P0H 1Z0

Attention: Kimberly Bester
Deputy Clerk/Planning Administrator

Dear Ms. Bester;

Re: Consent File B9/Powassan/2019
Lady Isabelle Seniors Residence and 96 Bed Long Term Care Development

In support of our submission to council, we are providing herein a copy of our *Application for Long-Term Care Home Development* filed with the Ministry of Health on January 22, 2020. The application is for an aggregate of 96 beds including 40 Basic Beds, 20 Semi Private Beds, 4 Private Beds, 16 BSU Beds and 16 HPAB Beds. The total project costs are estimated to be in excess Thirty-Two Million (\$ 32,000,000) Dollars.

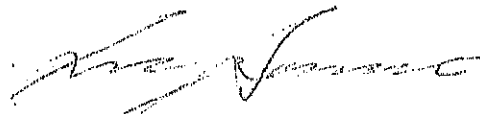
We have attached a copy of the proposed site plan. Within the application (Section 2) is a description of the overall project, together with details of the Applicants Corporate Structure and Affiliates (Schedule 1).

For the ultimate success of the entire project, we require the proposed project to include the opportunity for consideration of acquiring/granting of the unopened road allowance of McKenzie Street as shown on the site plan, from the Municipality by/to the Development group.

Should you require anything further, please do not hesitate to contact the undersigned. We look forward to moving ahead on this exciting and needed project for the Municipality.

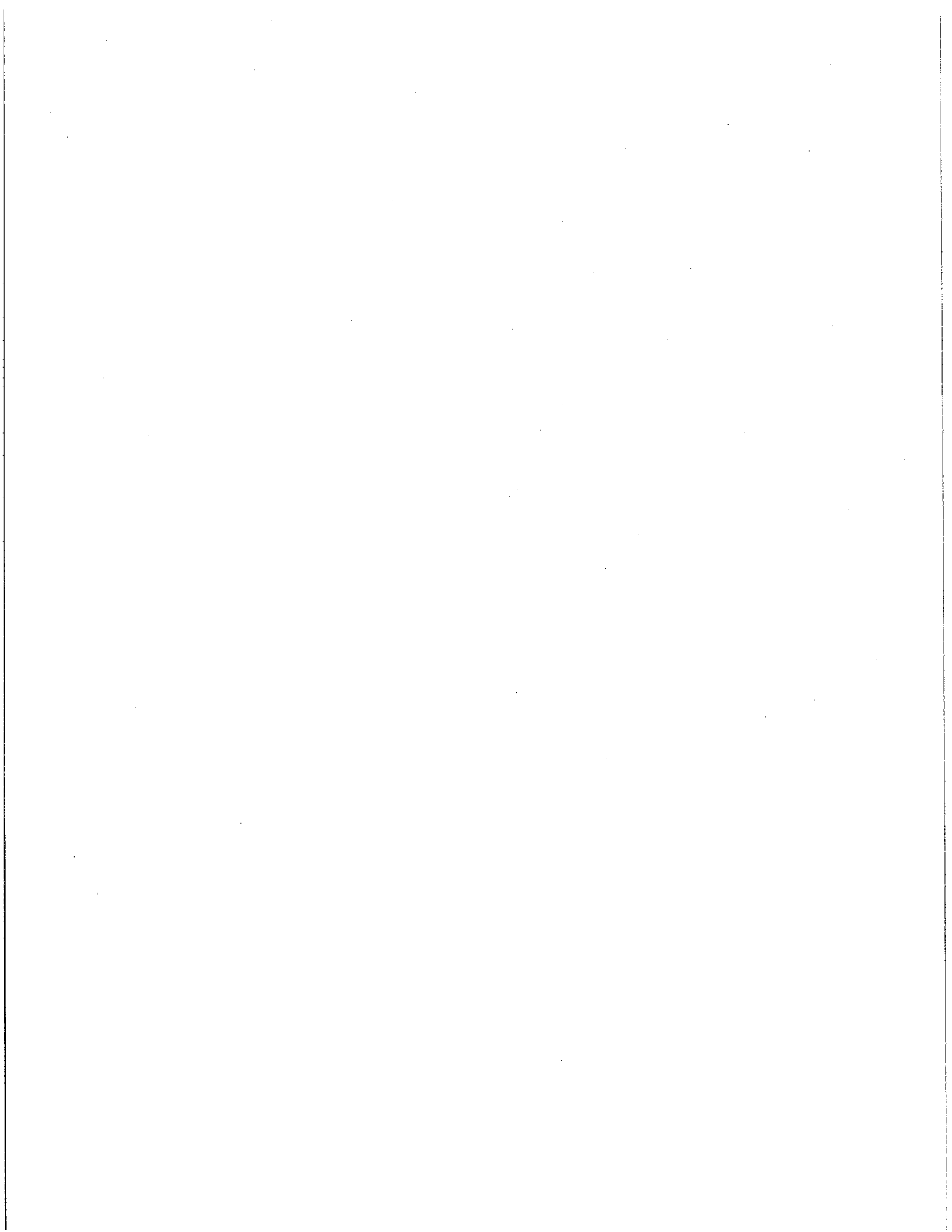
Respectfully,

FAIM INTERNATIONAL INC.



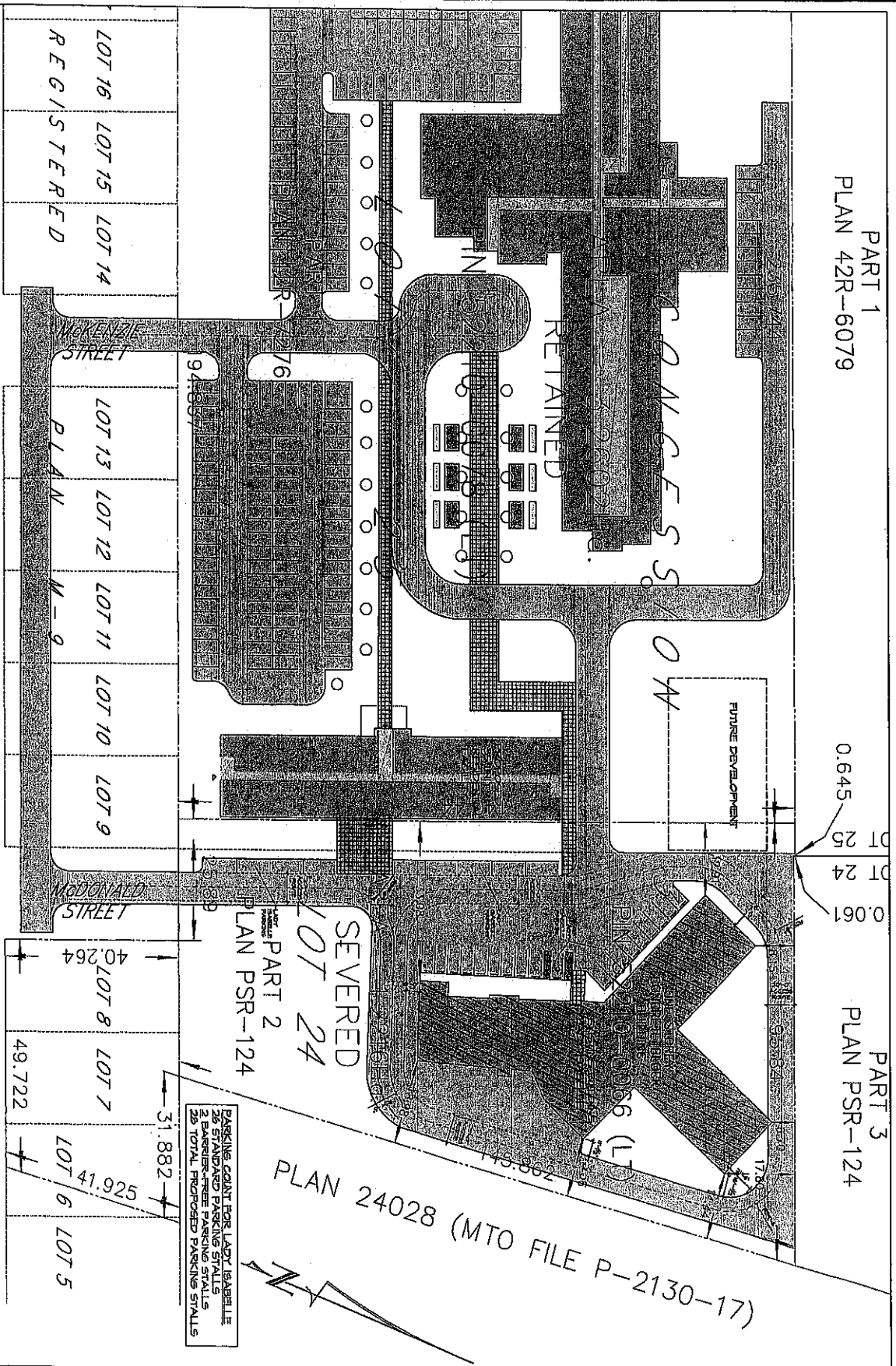
Luciano Saraceno
GM Construction

AGENDA ITEM NO.	11.1
DATE:	Feb 4/20



PART 1
PLAN 42R-6079

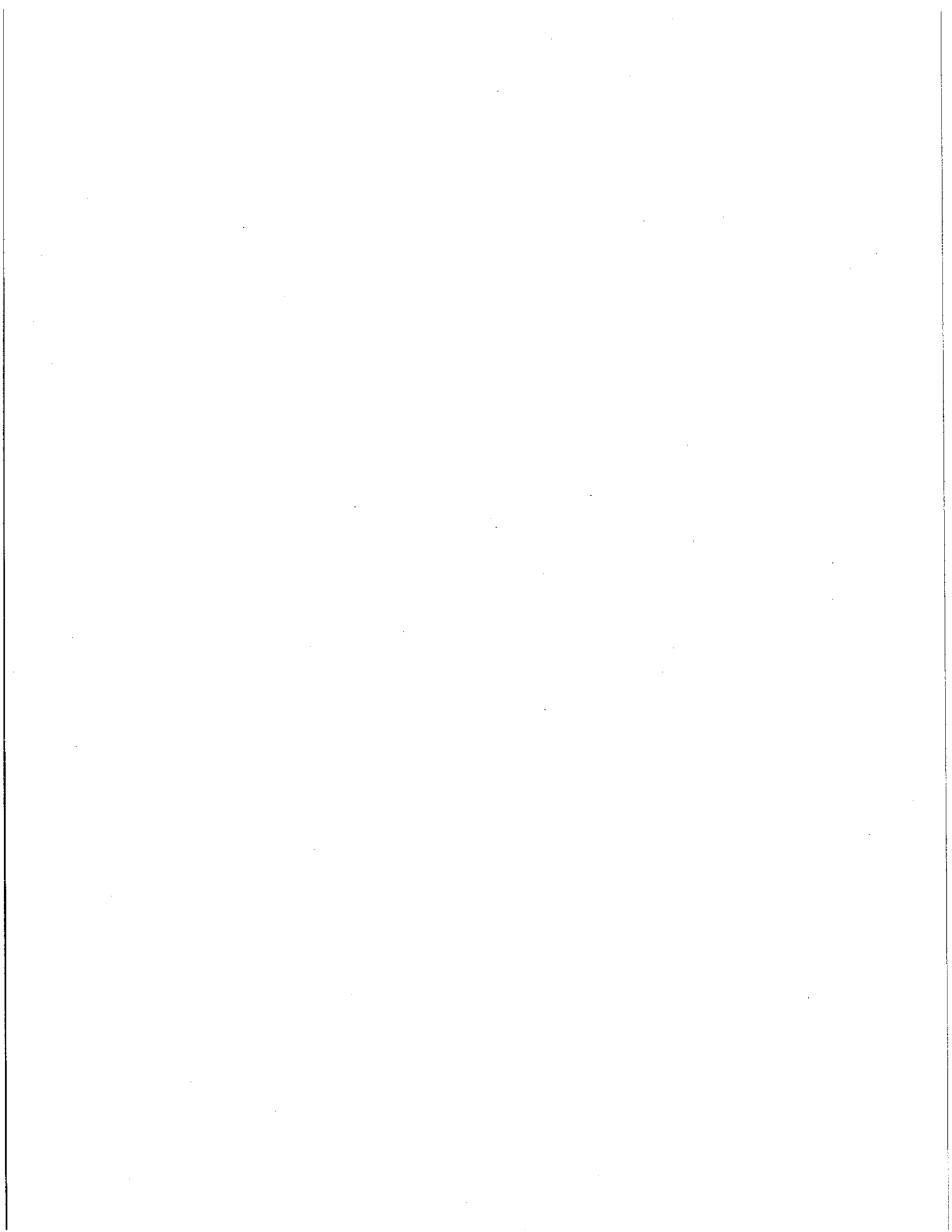
PART 3
PLAN PSR-124

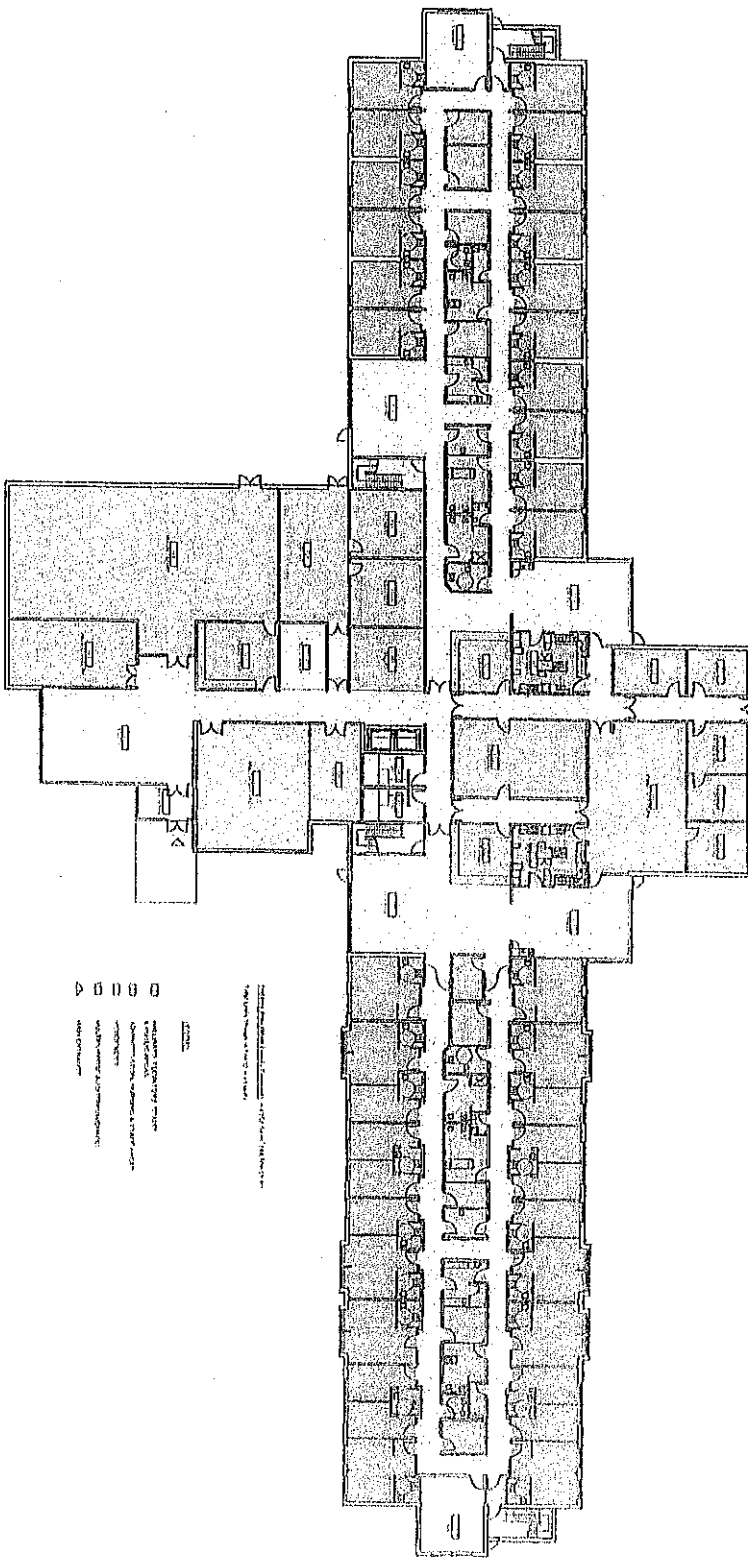


ZONING OF
PROPOSED SITE PLAN REV. 1
SCALE 1/8" = 1'-0"






NOTE

	PROJECT: LADY ISABELLE TROUT CREEK, OUTWARD	Bertrand Wheeler architecture inc. 678 Cassell Street North Bay, ON, P1B 3Z7 41 763-5726/4168 bertrandwheeler.ca	
	DATE: PROPOSED SITE PLAN REV. 1 FOR OPTION 11		



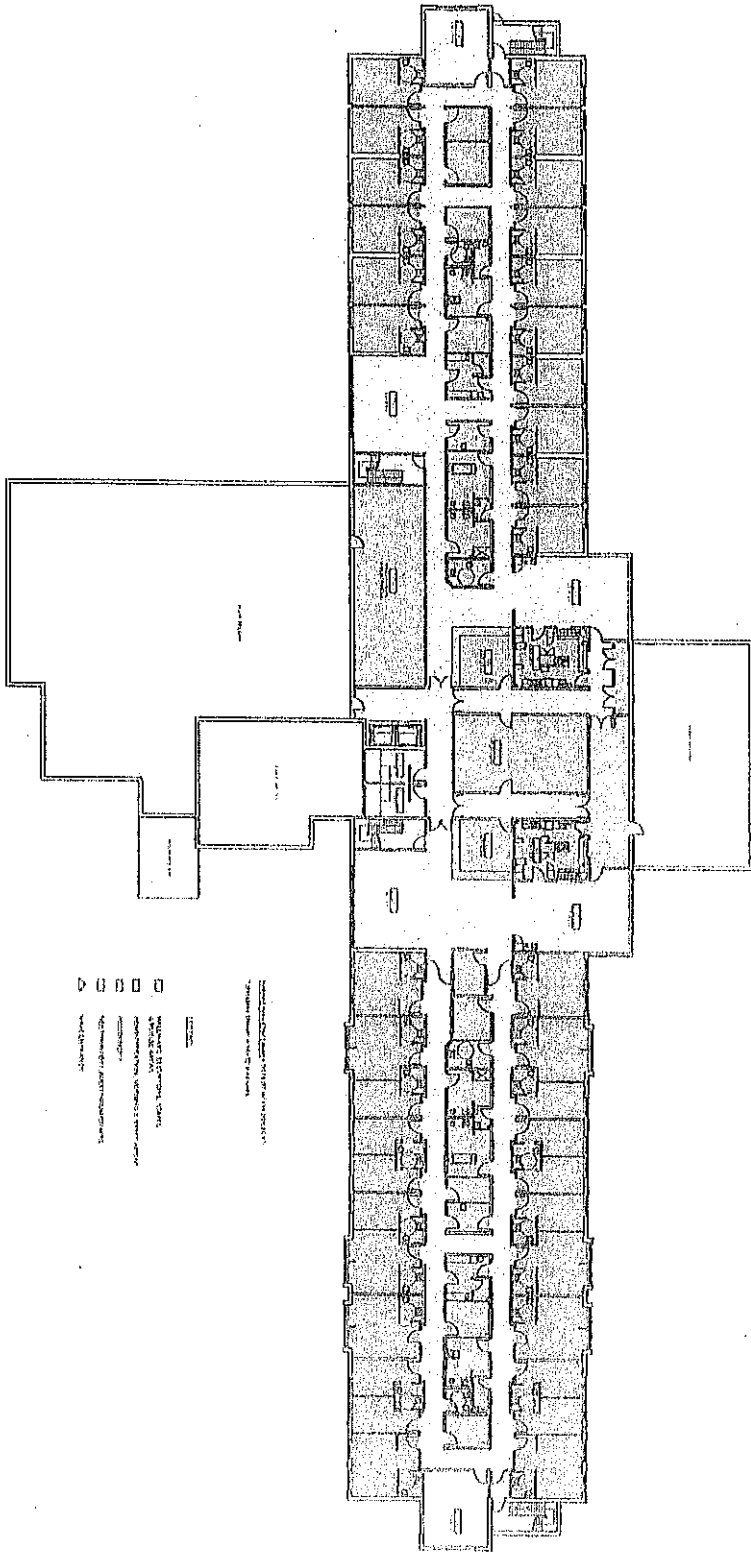



 NORTH
 0° 0' 0"

-  ROOMS TO BE DEMOLISHED
-  EXISTING ROOMS
-  EXISTING WALLS
-  EXISTING WALLS TO REMAIN
-  EXISTING WALLS TO BE DEMOLISHED

SCALE: 1/8" = 1'-0"
 DATE: 10/10/00
 DRAWN BY: J. [unreadable]

SECOND LEVEL FLOOR PLAN



- WALLS
- DOORS
- FURNITURE
- EQUIPMENT
- ELECTRICAL
- MECHANICAL
- PLUMBING
- PAVEMENT

Application for Long-Term Care Home Development

Ministry of Long-Term Care
Long-Term Care Operations Division

Version 2.0

Version Control Tracking

Version #	Date Approved	Approved By	Changes (describe)
V 1.0			
V 2.0			

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About the Application

Long-term care homes are an integral component of Ontario's public health care system. In rural and urban communities across the province, they are the places more than 78,000 people call home, providing the care, programs and services some of the province's most vulnerable people need.

As the province's demographics change and the needs of residents in long-term care (LTC) become more diverse and complex, Ontario's long-term care system has become strained, putting additional pressure on the province's health care system and leaving people to wait too long for the care they need.

In response, as part of a transformational strategy to end hallway healthcare, the Government of Ontario is building a 21st century long-term care system that:

- Is resident-centered;
- Builds capacity and access for residents and caregivers to ensure Ontarians get the care they need when they need it;
- Is responsive and flexible to residents and our sector partners;
- Reduces regulatory burdens and administrative barriers; and
- Addresses gaps in the system.

To that end, the government has committed to creating 15,000 new long-term care beds in the province in five years to help increase access to long-term care, reduce waitlists, alleviate hospital capacity pressures, and end hallway health care.

In addition, the government has committed to upgrading an additional 15,000 older long-term care beds to modern design standards, which will allow the long-term care sector to provide more appropriate care to those with complex health conditions.

Long-Term Care Development Program – A Modernized Approach

In order to build a flexible and responsive long-term care system that enables people to get the care they need when they need it, the Ministry of Long-Term Care (the ministry) is developing a modernized long-term care development program that prioritizes three program objectives:

Integration and Partnership: improves flow within the health care system to end hallway healthcare and helps to ensure resident needs are met by encouraging partnerships with health, social, cultural, and linguistic organizations, including Indigenous peoples and Francophones, as well as educational institutions;

Innovation: provides better, more efficient resident-centered care that responds to the needs of increasingly medically complex, cognitively impaired and physically dependent residents by leveraging cutting-edge health technologies, digital health solutions, as well as innovative design applications and solutions; and,

Licensee Diversification: enables leadership in long-term care from new non-profit, municipal and for-profit long-term care providers, including cultural and linguistic organizations, Indigenous peoples, and Francophones by creating new opportunities to develop and operate a long-term care home.

The program also recognizes the unique development challenges experienced in rural and urban areas of the province and will integrate responsive solutions that enable the development of long-term care beds where they are needed most.

A New Long-Term Care Development Application

As work to modernize the Long-Term Care Development Program continues, the ministry is seeking applications that will help to build a 21st century long-term care system, improve outcomes, and enable the effective use of additional long-term care capacity to meet the diverse needs of residents and their families where it is needed the most.

The allocation of funding to support the development and redevelopment of long-term care beds will be guided by the three long-term care development program objectives described above and the following policy priorities:

More flexible care structures to address the needs of patients and residents who are medically complex, cognitively impaired, physically dependent, and whose care needs cannot be met within existing long-term care programs.

Expanded care models to address specialized care needs through the provision of specialized services, linguistic or culturally-specific care, and the use of technology-supported care, such as novel dementia programming and culturally specific programming and services; and

Increased care capacity to expand access to basic beds in long-term care homes and facilitate patient and resident flow across care settings, such as a campus of care model.

All applications approved for funding to support the development and/or redevelopment of long-term care beds will be subject to the terms and conditions of the applicable ministry funded program, and other applicable requirements.

*See Glossary of Terms at end of this document for definitions and information about key terms.

Application Instructions

Important Notes

- All requested information in the Application form must be provided for the application to be considered.
- Do not separate or delete pages from the Application form.
- If applying for multiple projects, an Applicant must submit one (1) Application per project.
- For assistance with the Application form, email LTCdevelopment@ontario.ca.

Eligibility to Apply

- Applicants must be eligible to be licensed or approved to operate a long-term care home under the Long-Term Care Homes Act, 2007 and Regulation 79/10.
- Applicants should seek Ontario legal and financial advice as to the applicable legal and financial requirements and considerations, including any additional Provincial and/or Federal legislative and regulatory requirements or restrictions associated with operating a business in Ontario.

Before Completing the Application Form

An Applicant that intends to submit this Application form should begin by reviewing the following reference materials before completing this Application form:

- Current ministry policies, including:
 - Long-Term Care Home Design Manual, 2015 (**Design Manual**)
 - Construction Funding Subsidy Policy for Long-Term Care Homes, 2019 (**CFS Policy**)
- *Long-Term Care Homes Act, 2007 (LTCHA) and Ontario Regulation 79/10*
- Informational videos
- Glossary of Terms found at the end of this Application form

An Applicant is encouraged to discuss their proposed project and local LTC needs with local health system partners prior to the submission of their Application.

An Applicant should ensure they have the latest version of Adobe Reader installed on their computer. The latest version can be found on the Adobe website.

Filling out the Application Form

Each information entry in the Application form requires two steps:

- Step 1 – Click the field the Applicant intends to fill out.
- Step 2 – Input the required information.

The PDF Application form also includes:

- Drop down menus. To use a drop-down menu, click on the drop-down button and select the appropriate item.

Section 1: Applicant Information

In this section, provide the legal name of the Applicant organization that is the proposed Licensee and the name and contact information of an authorized representative of the Applicant organization.

1.1 Legal Name of Applicant

Note: If the Applicant is applying to be an operator, the applicant name must be the proposed licensee of the home following development. If, at a future time, the Applicant/proposed Licensee name changes from that presented in this application, additional information and/or approvals will be required.

FAIM INTERNATIONAL INC.

1.2 Additional Applicant Identification (e.g. registered Business Name - 'Operating as')

--

1.3 Name, position and contact information of Authorized Signing Officer who has authority to bind the Applicant

Title	Name	Position
Mr.	MIKE ANOBILE	Owner
Unit/Suite and Street Address		City/Town
65 GLACIER CT.		MAPLE, ON
		L6A 2V3
Phone Number	Email Address	
647-526-7723	mikeanobile@rogers.com	

1.4 Name, position and contact information of the head of the Applicant organization

Same as Authorized Signing Officer

Title	Name	Position
Mr.	MIKE ANOBILE	Owner
Unit/Suite and Street Address		City/Town
65 GLACIER CT.		MAPLE, ON
		L6A 2V3
Phone Number	Email Address	
647-526-7723	mikeanobile@rogers.com	

- Checkboxes. To use a checkbox, click the checkbox next to the desired option.

Digitally Signing the Application Form

The authorized signatory(ies) of the Applicant organization and witness(es) will be required to digitally sign the Application on behalf of the Applicant.

Click on the signature field and enter your digital signature.

If you do not currently have a digital signature, click on the signature field and follow the on-screen prompts to create one.

The digital signature provided in the Applicant Declaration is used for the purpose of indicating that the authorized signatory(ies) of the Applicant are submitting the application on behalf of the Applicant, and attest(s) to their authority to sign for the Applicant and for the accuracy of information provided in this Application and agree(s) on behalf of the Applicant, and with the authority of the Applicant, to all terms and conditions listed in Applicant Declaration.

Submitting the Application Form

To submit an Application to the ministry, an Applicant must send a completed application package:

- By e-mail to LTCdevelopment@ontario.ca,
- With subject line: **APPFRM – [APPLICANT NAME] – [PROJECT NAME]** (See question 2.1.2 for how to determine project name.)

A completed application package must include:

- A completed Application form;
- A signed Applicant Declaration;
- A completed Schedule 1 - Applicant Corporate Structure and Affiliates
- *Optional, only as indicated in question 2.7.7.:* Letter(s) of support from local health authority/community/clinical partnerships

Unless otherwise indicated in the Application form, or requested by the ministry, supplementary material should not be submitted and will not be reviewed by the ministry.

HANDWRITTEN, SCANNED OR TYPED HARDCOPY MATERIALS WILL NOT BE ACCEPTED BY THE MINISTRY.

DO NOT SUBMIT THE APPLICATION OR ANY PORTION OF THE APPLICATION INCLUDING ATTACHMENTS BY REGULAR MAIL OR BY EXPEDITED MAIL.

APPLICATIONS WILL ONLY BE ACCEPTED IF SUBMITTED ELECTRONICALLY.

Note: An Applicant will be sent an electronic confirmation of receipt after submitting an Application.