

AGENDA

Regular Council Meeting
Tuesday, June 18, 2024, at 6:30 p.m.
Powassan Council Chambers
252 Clark Street, Powassan, ON

1. CALL TO ORDER

2. LAND ACKNOWLEDGMENT

“We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Métis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care of, and teachings about, our earth and our relations. May we continue to honour these teachings.”

3. ROLL CALL

4. DISCLOSURE OF MONETARY INTEREST AND GENERAL NATURE THEREOF

5. APPROVAL OF THE AGENDA

6. DELEGATIONS TO COUNCIL

6.1 Paul Goodridge – Goodridge Goulet Planning & Surveying Ltd.

7. ADOPTION OF MINUTES OF PREVIOUS OPEN SESSION MEETINGS OF COUNCIL

7.1 Regular Council Meeting of June 4, 2024

8. MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL

9. MINUTES AND REPORTS FROM APPOINTED BOARDS

10. STAFF REPORTS

10.1 Clerk, A. Quinn – Council Meeting Schedule for July and August

10.2 Treasurer/Director of Corporate Services, B. Robinson – Playground Equipment RFP

11. BY-LAWS

11.1 Bylaw 2024-16 – To Authorize an Agreement with the Association of Municipalities of Powassan for the Canada Community-Building Fund

11.2 Bylaw 2024-17 – To Authorize an Agreement for Automatic Aid with the Corporation of the Township of Nipissing

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- 13.1 Planscape Planning Report – Consent Application B25/B26/POWASSAN/2024
- 13.2 Notice of Public Meeting for Consent Application B25/B26/POWASSAN/2024
- 13.3 Notice of Public Meeting for a Zoning Bylaw Amendment – 532 Main Street

14. CORRESPONDENCE

- 14.1 Oshell's Valu-Mart – 70th Anniversary Celebrations
- 14.2 Justices of the Peace Appointments Advisory Committee – Notice of Vacancies

15. ADDENDUM

16. NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS

17. CLOSED SESSION

- 17.1 Adoption of Closed Session Minutes of June 4, 2024
- 17.2 Labour Relations – Section 239(2)(d) of the Municipal Act and under Section 9(4)(d) of the Procedural Bylaw – matters regarding labour relations or employee negotiations.
- 17.3 Legal Matters – Section 239(2)(f) of the Municipal Act and under Section 9(4)(f) of the Procedural Bylaw – advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

18. MOTION TO ADJOURN

Goodridge Goulet Planning & Surveying Ltd.

ONTARIO LAND SURVEYOR

LAND USE PLANNERS & DEVELOPMENT CONSULTANTS

June 3, 2022

Ms. Karin Ann Brent, AMCT
NAPB Administrative Director
North Almaguin Planning Board
P.O. Box 57, 250 Clark Street
Powassan, ON P0H 1Z0

Dear Karin,

Reference: Draft Plan of Subdivision – Ernie & Kelly Loxton
Part of Lot 20, Concession 11, Geographic Township of Himsworth
Municipality of Powassan, District of Parry Sound
PIN 52208-0522 (LT)

Our file: 1324-22

I am pleased to submit the following Draft Plan of Subdivision application together with supporting documents. Included in this submission are:

- Application for Draft Plan of Subdivision approval (8 copies);
- Draft Plan of Subdivision (12 full-sized copies);
- Draft Plan of Subdivision (12 letter-sized copies);
- Registry Office Block Map;
- PIN 52208-0522 (LT);
- MDS1 Calculation Sheet for Land Type “A” uses (8 copies);
- MDS1 Calculation Sheet for Land Type “B” uses (8 copies);
- Sketch to illustrate results of MDS1 calculations (8 copies); and
- My clients’ cheque in the amount of \$4,000.00.

My clients, Ernie and Kelly Loxton, are seeking to create a thirteen (13) lot, rural estate subdivision situate on part of Lot 20, Concession 11, Geographic Township of Himsworth in the Municipality of Powassan. Lot frontages range from 56.11 meters to 115.02 meters with lot areas ranging from 1.025 hectares to 4.631 hectares. All lots front either on Maple Hill Road or Purdon Line, both municipally maintained roads. All lots will be privately serviced with on-site septic systems and drilled wells. Hydro and Bell service is available to all lots.

Although once a predominantly rural farming area, the land use patterns in close proximity to this site have evolved over the years. Although active farming still occurs to the east, southeast and southwest of this site, the area is now a mixed use of rural residential lots, telecommunications facility, aggregate extraction and commercial festival grounds.

The vast majority of the site is zoned Rural with a small portion of Lot 10 at the corner of Maple Hill Road and Purdon Line having a Hazard Overlay due to the proximity of McGillvray Creek south of Purdon Line and west of Maple Hill Road. The land was most recently used for hay production on the fields through the middle and south end of the site with limited livestock (pigs

and chickens) being kept on the northerly portion near the dwelling and barn. Currently the barn is used for storage.

Minimum Distance Separation

There are two barns located in close proximity to this site. The barn located in the southeast corner of Lot 21, Concession 11 is no longer being used for agricultural purposes and serves primarily as storage. Given the presence of the South River and McGillvary Creek and the number of lots already severed from this land, its viability of a stand-alone agricultural operation is questionable at best. No MDS calculations were undertaken for this structure.

The lands immediately east of subject lands are currently used as an active beef cattle operation. The south half of the lot approximately is open pasture, grazing land. There is a dwelling and farm located near the south boundary. We have estimated the area of the barn for livestock from satellite imagery without benefit of field survey. The estimated housing area is 291.3 square meters for the main area of the barn.

Two MDS1 calculations were conducted for this structure based upon both Type "A" and Type "B" land uses. Type "A" land uses include limited lot creation in the rural area. Type "B" land uses include developments of four or more lots in the rural area. Type "B" land uses are considered a more sensitive land use. The MDS1 distance computed for the Type "A" uses is 213 meters. The MDS1 distance computed for the Type "B" uses is 425 meters. (Refer to the calculation sheets attached.)

The Sketch (being a copy of the Draft Plan with the MDS1 radii plotted thereon) illustrates their impact on the proposed lots. Part of Lots 4 through 10 are impacted by the MDS1 Type "B" radius but leaves more than sufficient room for construction of dwellings beyond the impacted area. As all of Lots 4 through 10 front on Maple Hill Road, it is likely that residential development will occur closer to the road than the rear boundary. All of Lots 11 to 13 fell within the impacted area of the Type "B" radius.

As these three lots could have been developed first through the limited lot creation policies of the Municipality's Official Plan, the MDS1 calculations for Type "A" land uses was conducted. As shown on the sketch all of Lot 11 and part of Lot 12 are beyond the impacted area which would permit residential development. It is our recommendation that, if approved, the owners register a Notice on Title to Lots 4 through 13 that active farming operations are being conducted in the vicinity and that they may be impacted by dust, noise or odours associated therewith. Both the farming operations and the residential neighbours are further protected under the provisions of the Farm and Food Production Protection Act that ensures that normal farm practices will not be impacted by non-agricultural land uses.

Site Servicing

As stated, the lots are proposed to be serviced with on-site septic systems and wells. The lot widths and depths are quite capable of supporting private servicing with sufficient spacing between the septic systems and wells. Given the distance from the Town of Powassan and the fact that the Powassan sewage lagoons are basically at or near capacity, servicing these lots with

municipal water and sanitary sewers are neither practical nor cost-effective. The costs of excavating and installing the pipes and pumps necessary to connect to the municipal system is exorbitant. Even if connected, the limited capacity issue would also be a barrier.

Developments of this nature are a means for the Municipality to expand its tax base while increasing its stock of new housing units. In my opinion, private servicing is the only feasible solution for the servicing of this subdivision.

Aggregate Operations

An active aggregate (pit) operation is located on Lot 18, Concession 11. Although within the potential impact area of one kilometer, all of the proposed lots within this development are well beyond the 300 meter buffer recommended by the MECP's D-Series Guidelines. The operation is located to the east of subject lands while the prevailing winds in this location are from the west/northwest. This will help to mitigate the potential of dust and noise from the operation as will the heavily wooded areas separating the two land uses. Also, the peak of the topography is located on Lot 19, Concession 11 with the aggregate operation and the proposed lots being on either side of the hill.

The proposed lots are consistent with other recent development of the land both north and south on Maple Hill Road and with other proposed developments in this vicinity.

I trust that this submission meets all of your requirements and look forward to the opportunity to present it to your Board,

Sincerely,

Paul Goodridge

E-Mail Chain (09/09/2022)

Good afternoon Rian,

Attached is the submittal letter which also deals with the site servicing options. Also attached are the two MDS calculations completed for this project and are referred to in the submittal letter. The lot areas are as follows:

Lot 1	2.06 ha
Lot 2	2.03 ha
Lot 3	2.04 ha
Lot 4	2.04 ha
Lot 5	2.05 ha
Lot 6	4.63 ha
Lot 7	4.63 ha
Lot 8	1.16 ha
Lot 9	1.03 ha
Lot 10	1.02 ha
Lot 11	1.17 ha
Lot 12	1.04 ha
Lot 13	1.05 ha

As to Section 5.7.3 of the Official Plan, we satisfy this requirement as follows. As noted above, all lots are in excess of 1.0 hectares which satisfies the density requirement. As only 13 lots are proposed, depending on the calendar year when final approval is granted, we are under the 15 lot maximum creation in the rural area. This can also be controlled through phasing if necessary. The two severances per parcel of record restriction typically only deals with severance consents and any developments of a more intensive nature are dealt with through plans of subdivision to permit a more fulsome review. Section 5.7.3 is silent as to whether plans of subdivision are permissible. I note that Section 8 does permit subdivision and condominium developments without restriction as to where they could potentially be located. The submittal letter deals with the limited capacity of the sewage lagoons for the municipality. Unless the municipality expands their tax base or the Province acts as their fairy godmother and provides the funding to enlarge the lagoons, all development in the municipality, with the exception of very limited rural development, will halt. We are proposing this and the other subdivision, that I believe was sent to you in error as we have been dealing with Stefan on this proposal, as a means of allowing a higher density rural land use in proximity to the central area of Powassan as a means of expanding the tax base with the goal of generating additional revenues to pay for the sewage lagoon expansion. It is our intent to then open up additional areas for much more intensive urban development within the serviced boundaries of the Town proper.

Regards,

Paul

Paul Goodridge, BSc, OLIP, OLS

Goodridge Goulet Planning & Surveying Ltd.
Suite 1 - 490 Main Street East
North Bay, ON P1B 1B5
paul.goodridge@ggpsltd.com
(705) 493-1770

From: Rian Allen [<mailto:rallen@planscape.ca>]

Sent: September 9, 2022 1:05 PM

To: paul.goodridge@ggpsltd.com

Cc: Kim Bester

Subject: Purdon Line/Maple Hill Road - Plan of Subdivision - Powassan

Good afternoon Paul,

Im the Town's planning consultant and responsible for the review of the Loxton Plan of Subdivision application on Purdon Line/Maple Hill Road.

The municipality/planning board forwarded me the application package but your covering letter and the servicing options noted on the application form were not included. Can you please send me these documents and any other supporting material.

The proposed plan includes the lot frontage for each lot but not the lot area. Confirmation of lot areas will be required. In interested in understanding how the proposed plan confirms with Section 5.7.3 of the Official Plan.

Also, I see two severance plans were provided which are different from each other. I understand the subdivision plan to be considered is included with the notice from the planning board – see attached, but Im confused about the concept plan. Could you please clarify.

Thanks and have a good weekend.

Regards,

Rian Allen MSc, MCIP, RPP

Senior Planner

PLANSCAPE INC.

104 Kimberley Avenue, Bracebridge, ON P1L 1Z8

T: 705.645.1556 Ext: 106 F: 705.645.4500 C: 705-646-5357 E: rallen@planscape.ca

[Click Here](#) To Send Me Files (Larger Than 5mb)

5.1 URBAN SERVICE AREA

The Powassan Urban Service Area is the largest population centre in the Municipality, with a population of about 1,175 people. In order to continue to build a strong community and provide opportunities for cost effective development standards that minimize land and energy consumption and reduce servicing costs, it is necessary for the sewage treatment system and water supply system to be expanded to accommodate additional growth. The Municipality will seek funding assistance and partnerships with Federal and Provincial governments and the private sector wherever possible to ensure that servicing capacity is available to accommodate new development in the Powassan Urban Service Area.

This section of the Plan provides general policies to guide development in the area where full urban services are available, including opportunities for intensification and revitalization in areas that have sufficient existing or planned infrastructure. Policies here will also provide direction for staging development proposed adjacent to existing serviced areas within the defined Urban Service Area. More specific policies are found in the sections of the Plan dealing with Residential, Downtown, Business Park and Open Space designations.

5.1.1 Full Services

Development within the Urban Service Area will be developed on the basis of full municipal services. The Zoning By-law will specify a minimum lot size depending on the use.

5.1.2 Permitted Uses

A large range of residential, commercial and institutional uses shall be permitted in the Urban Service Area.

Institutional uses including Group homes, crisis centres, and homes for the aged are also permitted within the Urban Service Area. In considering these uses Council shall ensure that the primary residential character of any neighbourhood is maintained and that the impacts associated with a non-residential development are compatible with surrounding land uses.

5.1.3 Housing

A range of housing types and tenures should be developed in the Urban Service Area. Medium density housing in the form of semi-detached, duplex or townhouse dwellings shall be located and designed to have minimal impact on low-density housing. Increased setbacks and buffering will be required for higher density uses.

5.1.4 Lot Creation

The Urban Serviced Area will develop on the basis of full municipal sewage and water services. In considering new development, Council shall be satisfied that there is sufficient capacity in the existing municipal system for the proposed development. New development should occur as infilling by consent or by Plan of Subdivision. New lots shall only occur on roads that are municipally maintained year round. Wherever possible roads and services should follow a grid system, which is similar to the original lot configuration of the Town in order to provide a variety of routes for pedestrian and vehicular traffic.

5.1.5 Two areas in the Urban Service Area have been identified and set aside for future residential development areas, in anticipation of the further build-out of the Powassan Urban Service Area when the demand for new fully-serviced urban development lots is realized. It is not anticipated that either of these two areas will be developed throughout out the lifetime of this Plan, as opportunities for intensification and the existence of an abundance of vacant lots will more than adequately meet anticipated housing needs.

The supply of existing vacant lots has dwindled dramatically since the writing of this Official Plan which simply could not have predicted the COVID real estate boom nor our current housing shortage and affordability crisis.

New development in either of these two areas should not take place until there is a demonstrated need within the municipality for additional lands for residential development. When need has been determined, new development should take place in a comprehensive manner which considers traffic, stormwater management, and the efficient use of municipal and community services, among other matters. Development of compact urban forms will be encouraged.

Development will also proceed in a logical manner, and may be phased if necessary. The inefficient and uneconomical extension of municipal services will be discouraged.

Existing uses in these areas are permitted to continue.

5.3 RESIDENTIAL

The Powassan Residential Area and Trout Creek Residential Area are intended to provide for stable residential development, which will encourage continuous improvements in property standards and housing conditions. This Plan encourages the maintenance and enhancement of the Residential Areas while providing for growth that is compatible with the existing residential development.

5.3.1 Permitted Uses

A mix of residential uses is encouraged within the Residential Area in both the Urban Serviced and Settlement Areas. A range of housing types and tenures should be developed to meet the needs of present and future inhabitants, while being compatible in scale and density with the existing residential uses.

5.3.2 Housing Form

5.3.2.1 New housing should reflect a range of housing sizes, including smaller affordable units that would be suitable for seniors and smaller families. Where smaller forms of housing and or smaller lots occurs adjacent to older housing on larger lots, the new development should be designed and landscape to be compatible with the character of the surrounding neighbourhood.

5.3.2.2 In considering applications to permit multi-unit residential development, Council shall be satisfied that the proposed density is compatible with existing residential uses and will not adversely affect adjacent private sewage or water systems.

5.3.3 Non-compatible Uses

The Zoning By-law will identify appropriate setbacks between sensitive uses and existing non-compatible uses. Mitigation measures such as setbacks, fences and landscaping may be required to minimize impacts. The By-law will also establish lot size requirements and identify separate zones for low and medium density residential development.

5.3.4 Servicing In keeping with Policy Sections 4.17 and 5.1.1, prior to approving new residential uses, Council shall be satisfied that the development can be adequately serviced with septic, water, fire protection and utilities. Provisions for storm water management shall be provided on site to ensure that the predevelopment run-off rates are maintained or improved. Council shall also be satisfied that there is safe access to the development area for existing and future traffic.

5.3.5 Home Based Businesses Small scale home based businesses will be permitted in the Residential Areas but will be limited in size to avoid conflicts with adjacent land uses. The Zoning By-law will specify standards for home based businesses.

5.7 RURAL AREA

Rural Areas include a variety of agricultural, residential, industrial and open space uses. Over the lifetime of this Plan, the Rural Area will experience limited growth and maintain its natural environment and rural character.

5.7.1 Permitted Uses

Permitted uses in the Rural Areas include low density residential uses, tourist establishments, open space, resource management activities and agricultural uses. Small scale commercial and dry industrial uses servicing the rural community shall be permitted, provided that those uses are in keeping with Section 4.14.3 of this Plan and are compatible with surrounding uses. Resource extraction, pits and quarries, may be permitted on prime agricultural lands provided that the site is rehabilitated and the soil quality is restored.

5.7.2 Servicing

New residential lots will be of a size which is appropriate to sustain private sewage and water systems which will have no on- or off-site impacts. To determine the appropriate size for development lots, hydrogeological investigations may be necessary to demonstrate the appropriateness of the development proposal. Outside of existing residential clusters, hydrogeological investigations will be required for new lots which are proposed to be smaller than 1 hectare. Hydrogeological investigations will be carried out by qualified professionals and may be subject to peer review as determined by the approval authority, with any additional costs borne by the developer. Small scale commercial and dry industrial uses will be limited to uses which do not use process water in industrial processes and which generate only waste water from employee uses on site.”

5.7.3 New Lots

i) New lots developed for residential purposes will be limited as follows:

a) a maximum of two lots from any parcel of land that existed on January 1, 1996; or

No allowance is made for the size of the parcel. This policy states that if you have a three hectare (7.5 acre) parcel of land that was created prior to January 1, 1996, you are entitled to two severances (if you have sufficient road frontage). This also means, however, that if you own a 200 hectare (500 acre) parcel land with frontage on three roads that was created prior to January 1, 1996, you are entitled to only two severances.

b) infilling where the proposed lot would be located within an area where six or more residential dwellings exist within 400 metres of each other measured along a municipal roadway.

The number of infilling lots permissible is not stipulated. Is it one or two or more?

ii) The total number of lots created in Rural area should not exceed 15 per year;

This may be unrealistic given our current housing shortage and affordability crisis.

iii) New residential lots may only be created on municipal roads maintained year round in areas where the Municipality and School Boards are presently providing services; and,

iv) The density of development in any residential cluster where development is permitted under section 5.7.3 (i)(b) above, shall not be less than 1.0 unit per hectare

v) In addition, new lots may be created for seasonal residential purposes on the lakes in the Municipality subject to satisfying the general development policies in section 4 and the land division policies in Section 8 of this Plan.

5.7.4 Agricultural Areas

The protection and enhancement of agricultural areas and lands exhibiting ongoing agricultural activity shall be encouraged. Development shall not be located in areas that would adversely affect existing agricultural operations. When considering development proposals in the vicinity of agricultural uses, the Minimum Distance Separation formulae as developed by the Province will be used. The Zoning By-law will implement the Minimum Distance Separation requirements. Non-agricultural development of Agricultural lands shall only occur where the following criteria have been satisfied:

- i) the lands have not been used for agricultural purposes for the past 10 years;
- ii) the lands do not contain farm buildings that are in good condition;
- iii) new dwellings and non agricultural development comply with the Minimum Distance Separation Formulae;
- iv) the development will not adversely affect neighbouring farming operations; and,
- v) the least productive portion of the lands are proposed for development.

8.0 LAND DIVISION

8.1 Severances

Applications for land division through the consent process shall only be considered if the proposal is minor in nature, does not result in unnecessary expansion of the present level of municipal services and is in compliance with the Objectives and General Development policies of this Plan.

8.1.1 Criteria

Every severance application received by Council and Planning Board for the purpose of creating a new lot shall meet the following criteria:

- i) a registered plan of subdivision is not necessary for the orderly development of the lands;
- ii) the lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements;
- iii) the proposed lot must front on a publicly maintained road;
- iv) lots for hunt camps, fishing camps or similar uses may be permitted in keeping with policies 7.2 and 7.3 of this Plan;
- v) the lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided; vi) the lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code. New lots in Rural areas shall have a minimum lot size of 1.0 ha or be in keeping with policy 5.7.3 of this Plan;
- vi) Smaller lots may be considered subject to the applicant providing a hydrogeological study to the satisfaction of Council demonstrating that the smaller lot is sustainable;

- vii) any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway;
- viii) the creation of any lot will not have the effect of preventing access to or land locking any other parcel of land;
- ix) any lot created by severance in the vicinity of livestock operations shall meet the Minimum Distance Separation formulae.

8.1.2 Technical Consents

Notwithstanding the policies of this section, consents may be granted for the following technical purposes, provided that the retained and severed portions conform with the Zoning By-law:

- i) boundary corrections or adjustments;
- ii) lot enlargements;
- iii) re-creation of original 40 ha (100 acre lots);
- iv) discharge of mortgage;
- v) road widening and road allowances; and
- vi) easements.

8.1.3 Aggregate Areas

Land division applications proposed for uses other than mineral extraction in and adjacent to areas identified as Bedrock Resources and/or Primary Sand and Gravel Resources shall be in keeping with Section 4.1.1 of this Plan.

8.1.4 Open Space Areas and Hazard Lands

Consents shall not be permitted in areas designated as Open Space or in any area that could be unsafe as a result of naturally occurring or man-made hazards. Consent may be granted for the creation of a lot that encompasses lands designated Open Space, provided that there are sufficient lands not designated Open Space for the purpose for which the lot is being proposed.

8.2 Subdivisions and Condominiums

8.2.1 Where four or more lots or units in a vacant land condominium are created on a single parcel of land existing as of the date of this Plan, a plan of Subdivision or Vacant Land Condominium shall generally be required. Exceptions to this policy may be considered where there are no residual lands resulting from the development, and there is no need to extend municipal services.

Nothing in Section 8.2 limits where in the Municipality subdivision or condominium development can occur. It contains an inconsistency in that lot creation by severance is limited to two new parcels but plans of subdivision are generally required for four or more lots. Does this mean that we cannot create three new lots?

8.2.2 In considering a proposed plan of subdivision or vacant land condominium, Council shall ensure that all costs associated with the development of the land are borne by the developer.

8.2.3 All roads within a plan of subdivision shall be constructed to Municipal standard and shall be dedicated to the Municipality. Subdivisions for permanent residential purposes within the Urban Service Area and Trout Creek Settlement Area shall have hard surfaces. Road standards for land-based condominium developments may be less than those required for municipal roads.

This section makes a point of stipulating that “Subdivisions for permanent residential purposes within the Urban Service Area and Trout Creek Settlement Area shall have hard surfaces.” If subdivisions are only permissible in the urban service areas, there would be no need for this specific stipulation.

8.2.4 Prior to considering a plan of subdivision or condominium, the appropriate approval authority shall require the applicant to submit professional reports addressing the Development Criteria in Section 4 of this Plan.

8.3 Parkland Dedication

8.3.1 The minimum parkland dedication as part of a plan of subdivision or consent shall not include lands which are unsuitable for parkland development.

8.3.2 Where possible, parkland shall be taken on lands adjacent to a water course or existing recreational features such as trails or facilities.

8.3.3 Where the Municipality takes cash in lieu of parkland, the Municipality shall base the amount of cash taken on 5 per cent of the value of the land immediately prior to draft plan approval. Alternatively, the Municipality may pass a by-law to establish standard parkland dedication fees that represent a reasonable estimate of 5 per cent of the value of certain lands prior to the date of draft approval.

Regular Council Meeting
Tuesday, June 4, 2024, at 6:30 pm
Powassan Council Chambers

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

Staff: Allison Quinn, Clerk

**Absent with
Regrets:** Leo Patey, Councillor

Presentations: 6.1 – Paul Goodridge Goulet Planning & Surveying Ltd.
Draft Plan of Subdivision - *Cancelled*
6.2 – Tashi Dwivedi – HP Engineering Inc.
Hummel Bridge site Review Inspection/Load Evaluation

Disclosure of Monetary Interest and General Nature Thereof: None.

2024-181

Moved by: R. Hall Seconded by: D. Britton
That the agenda of the Regular Council Meeting of June 4, 2024, be approved;

With correction to 17.2: Identifiable Individuals – Section 239(2)(b) of the Municipal Act and under Section 9(4)(b) of the Procedural Bylaw – matters regarding an identifiable individual, including municipal or local board employees. **Carried**

2024-182

Moved by: D. Britton Seconded by: M. Wand
That the report from HP Engineering regarding the Hummel Bridge - Site Review Inspection /Load Evaluation date May 28, 2024, be received; and,

WHEREAS HP Engineering conducted an inspection of the Hummel Bridge on May 22, 2024, and submitted the report to the Township of Nipissing and the Municipality of Powassan recommending that the bridge be closed to all vehicular traffic at this time; and,

WHEREAS Renewal Options were provided within the report;

NOW THEREFORE the Council of the Municipality of Powassan supports Renewal Option:

Option 2B – SINGLE LANE with SIDEWALK (structure replacement with single span, single lane prefabricated steel truss superstructure supported on new reinforced concrete abutments); estimated construction costs of \$3,000,000 – \$3,200,000; with an incorporated separated sidewalk (single lane structure option), total estimated cost of \$3,850,000.

THAT this Resolution be circulated to the Township of Nipissing for support; and,

THAT Staff request a delegation with the Minister of Infrastructure at the 2024 Association of Ontario Municipalities Annual Conference to present a funding request for this project. **Carried**

2024-183 Moved by: D. Britton Seconded by: M. Wand
That the minutes of the Regular meeting of Council of May 21, 2024, be adopted. **Carried**

2024-184 Moved by: M. Wand Seconded by: R. Hall
That the minutes from the Golden Sunshine Municipal Non-Profit Housing corporation committee meeting of April 16, 2024, be received. **Carried**

2024-185 Moved by: R. Hall Seconded by: D. Britton
That the North Bay Mattawa Conservation Authority 2023 Financial Statements, be received. **Carried**

2024-186 Moved by: M. Wand Seconded by: D. Britton
That the memo dated May 17, 2024, regarding 146 Osborne Street, Zoning Bylaw Amendment Application, as prepared by Planscape, be received. **Carried**

2024-187 Moved by: D. Britton Seconded by: M. Wand
That Bylaw 2023-22, being a Bylaw to Authorize a Franchise Agreement Between the Corporation of the Municipality of Powassan and Enbridge Gas Inc.,

Be **READ** a **FIRST** and **SECOND** time on the 19th day of September 2023 and **READ** a **THIRD** time and finally passed this 4th day of June 2024. **Carried**

2024-188 Moved by: M. Wand Seconded by: R. Hall
That Bylaw 2024-05, being a Bylaw to set the annual remuneration to be paid to the Mayor, Deputy Mayor, and Councillors;

Be **READ** a **FIRST** and **SECOND** time on 21st day of May 2024 and considered **READ** a **THIRD** and **FINAL** time and passed as such in open Council on the 4th day of June 2024. **Carried**

2024-189 Moved by: R. Hall Seconded by: D. Britton
That Bylaw 2024-14, being a Bylaw to amend Bylaw 2003-38, as amended, the Zoning Bylaw for the Municipality of Powassan with respect to lands located in Concession 13, Part Lot 15 (Himsworth), LT23897 (146 Osborne Street, Powassan), in the Municipality of Powassan;

Be **READ** a **FIRST**, **SECOND** and **THIRD** and **FINAL** time and adopted as such, for the immediate wellbeing of the Municipality, this the 4th day of June 2024. **Carried**

2024-190

Moved by: M. Wand Seconded by: D. Britton

That the Automatic Aid Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing, be received; and,

FURTHER that the agreement be executed, and that staff prepare a Bylaw for the next meeting.

Carried

2024-191

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

That the Municipal Insurance Renewal Proposal for the Corporation of the Municipality of Powassan be received;

AND FURTHER be it resolved that the Municipality of Powassan Council accepts the quotation for the 2024 Insurance Renewal in the amount of \$210,203 plus applicable taxes, from Marsh Canada Limited.

Carried

2024-192

Moved by: D. Britton Seconded by: M. Wand

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

BE IT RESOLVED THAT the Corporation of the Municipality of Powassan does hereby proclaim June 2024 as Pride Month and encourages residents to commit to continuing awareness, inclusion, and acceptance for all members of our community regardless of gender identity, race, age and beliefs.

Carried

2024-193

Moved by: M. Wand Seconded by: R. Hall

WHEREAS, in 2009, June was declared National Indigenous History month by the passing of a unanimous motion of the House of Commons; and,

WHEREAS, in cooperation with Indigenous People's national organizations, the Government of Canada designated June 21 as National Indigenous Peoples Day; therefore,

BE IT RESOLVED THAT the Corporation of the Municipality of Powassan does hereby proclaim June 2024 as "National Indigenous History Month" and June 21, 2024, as "National Indigenous Peoples Day" in the Municipality of Powassan and urge all residents to take this opportunity to learn more about the history of the Indigenous peoples in Canada, and to celebrate and recognize the contributions of the Indigenous peoples to our communities and Country.

Carried

2024-194

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

That the Correspondence from Enbridge Gas Inc., regarding their update on Ontario Energy Board's decision on Phase 1 of the rate rebasing application, be received.

Carried

2024-195

Moved by: M. Wand Seconded by: D. Britton

That the council of the Municipality of Powassan support the request of the Toronto Zoo and the city of St. Catharines resolution, regarding Provincial Regulations Needed to Restrict Keeping of Non-native ("exotic") Wild Animals; and,

BE IT FURTHER RESOLVED that this resolution will be forwarded to all municipalities in Ontario, the Premier of Ontario, Ontario solicitor General, Ontario Minister for Natural Resources and Forestry, MPP Fedeli, AMO, AMCTO, and MLEAO.

Carried

2024-196

Moved by: D. Britton Seconded by: M. Wand
That Council now adjourns to Closed Session at 8:24pm to discuss:

17.1 Adoption of Closed Session Minutes of May 7, 2024

17.2 Identifiable Individuals – Section 239(2)(b) of the Municipal Act and under Section 9(4)(b) of the Procedural Bylaw – matters regarding an identifiable individual, including municipal or local board employees.

17.3 Labour Relations – Section 239(2)(d) of the Municipal Act and under Section 9(4)(d) of the Procedural Bylaw – matters regarding labour relations or employee negotiations.

17.4 Legal Matters – Section 239(2)(f) of the Municipal Act and under Section 9(4)(f) of the Procedural Bylaw – advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

17.5 Negotiations – Section 239(2)(k) of the Municipal Act and under Section 9(4)(k) of the Procedural Bylaw - a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. **Carried**

2024-197

Moved by: R. Hall Seconded by: D. Britton
That Council now reconvenes to regular session at 9:23 p.m. **Carried**

2024-198

Moved by: R. Hall Seconded by: D. Britton
That Council now adjourns at 9:24 p.m. **Carried**

Mayor

Clerk



STAFF REPORT

To: Council
From: Clerk, Allison Quinn
Re: Council Meeting Schedule, July and August

RECOMMENDATION:

That, as per Procedural Bylaw 2023-18, the Council of the Municipality of Powassan will hold their Regular Meeting of Council on Tuesday, July 16 and Tuesday, August 13; and,

Further that additional Meetings of Council will be called by the Mayor, should it be deemed necessary.

ANALYSIS:

As per Section 5.2 of Procedural Bylaw 2023-18 Council will hold only one meeting for each of July and August. The above dates are proposed by the Clerk to accommodate staff and statutory holidays.



STAFF REPORT

To: Council
From: Treasurer/Director of Corporate Services
Re: Playground Equipment RFP

RECOMMENDATION:

That the memo from Treasurer/Director of Corporate Services B. Robinson be received; and further that staff be authorized to forego the RFP process and purchase playground equipment directly from a chosen supplier, within the amount allocated in the 2024 Municipal Budget.

ANALYSIS:

In the 2024 budget, the Municipality has planned to replace playground equipment both at the Powassan Lions Park, and at the Trout Creek Community Centre Park. Each of these replacements were being funded, in part, through external grant programs.

Our RFP for Playground Equipment closed on June 13, 2024; we did not receive any bids.

Note that the replacement project is time-sensitive, as our funding period for the Powassan Lion's Playground closes in mid-September. Section 13 of Procurement Bylaw 2013-35 allows for staff to purchase through a negotiation process under certain circumstances, including in time-sensitive situations.

Staff have begun to reach out directly to potential suppliers to inquire on pricing and availability of product. We are seeking authorization from Council to forego another RFP process and purchase directly from a chosen supplier, within the budget allocations.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BYLAW NO. 2024-16

Being a Bylaw to Authorize a Municipal Funding Agreement on the Canada Community-Building Fund Between the Corporation of The Municipality of Powassan and the Association of Municipalities of Ontario

WHEREAS the Council of the Corporation of the Municipality of Powassan deems it expedient to enter into the attached Municipal Funding Agreement with the Association of Municipalities of Ontario to access the Canada Community-Building Fund;

NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. **THAT** the Municipal Funding Agreement between the Corporation of the Municipality of Powassan and the Association of Municipalities of Ontario attached hereto and forming part of this Bylaw is hereby authorized.
2. **THAT** the Mayor and Director of Corporate Services be and are hereby authorized and instructed on behalf of the Corporation of the Municipality of Powassan to enter into and execute under its corporate seal and deliver the Municipal Funding Agreement, which is hereby incorporated into this Bylaw.
3. **THAT** this Bylaw shall come into force and take effect as of the final passing thereof.

READ a **FIRST** and **SECOND** time and considered **READ** a **THIRD** and **FINAL** Time and adopted as such in open Council on this the 18th day of June 2024, for the immediate wellbeing of the community.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Peter McIsaac, Mayor

Allison Quinn, Clerk

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE MUNICIPALITY OF POWASSAN

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Municipality of Powassan
P.O. Box 250, 250 Clark St.
Powassan, ON P0H 1Z0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE MUNICIPALITY OF POWASSAN

By: _____

Name:	_____	Date	_____
Title:	_____		

_____	_____	_____	_____
Name:		Date	
Title:			

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director			

_____	_____	_____	_____
Witness:		Date	
Title:			

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BYLAW NO. 2024-17

Being a Bylaw to Authorize an Automatic Aid Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing

WHEREAS the Council of the Corporation of the Municipality of Powassan deems it expedient to enter into the attached Automatic Aid Agreement with the Corporation of the Township of Nipissing;

NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. **THAT** the Automatic Aid Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing attached hereto and forming part of this Bylaw is hereby authorized.
2. **THAT** the Mayor and Director of Corporate Services be and are hereby authorized and instructed on behalf of the Corporation of the Municipality of Powassan to enter into and execute under its corporate seal.
3. **THAT** this Bylaw shall come into force and take effect as of the final passing thereof.

READ a **FIRST** and **SECOND** time and considered **READ** a **THIRD** and **FINAL** Time and adopted as such in open Council on this the 18th day of June 2024, for the immediate wellbeing of the community.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Peter McIsaac, Mayor

Allison Quinn, Clerk

AUTOMATIC AID AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF NIPISSING

Hereinafter called "Nipissing" of the first part

AND

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Hereinafter called "Powassan" of the second part;

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, R.S.O. 1990, as amended, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS the Township of Nipissing operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of Nipissing;

AND WHEREAS the Township of Nipissing and the Municipality of Powassan wish to expand the area of fire protection services provided by the Municipality of Powassan as established under By-law 2018-41, the provisions of which shall remain in full force and effect;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,
 - a) **designate** means a person who in the absence of the fire chief has the same operational powers and authority as the fire chief.
 - b) **fire area** means the fire area(s) of the Township of Nipissing as described in Schedule "A" attached to and forming part of this agreement,
 - c) **fire chief** means the chief of the fire department,
 - d) **fire protection services** means and includes activities defined in the Fire Protection and Prevention Act, including fire suppression, auto extrication and training of persons involved in the provision of fire protection services.
2. Powassan shall be automatically notified by Nipissing's answering service to respond and will supply fire protection services to Nipissing in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of the Township of Nipissing will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement, limited to the requirements of each specific call response, within reason.

4. Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Powassan or elsewhere. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief, or designate, shall summon assistance in accordance with the provisions of the Mutual Aid Agreement.
5. The Powassan fire chief, or designate, shall have full authority and control over any and all activities in which the Powassan fire department may be engaged in the fire area until the arrival of Nipissing upon which time Nipissing will meet with Powassan incident command for a debriefing where Powassan will transfer command and control to Nipissing.
6. The Powassan fire chief, or designate, shall report to Nipissing by the tenth (10th) day of each month, all occurrences in the fire area to which the fire department has responded in the prior month.
7. The Powassan fire department shall agree to install and maintain the Nipissing radio frequency, at their own expense, in apparatus responding in the fire area.
8. Nipissing agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for firefighting operations. See Schedule "B" attached to and forming part of this agreement.
9. Nipissing agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
10. Nipissing shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.
11. In consideration of the fire protection services undertaken by Powassan to be provided in the fire area of Nipissing, Nipissing shall pay fees to Powassan as set out in Schedule "C" attached hereto and forming part of this agreement.
12. Notwithstanding anything herein contained, no liability shall attach or accrue to Powassan for failing to supply to Nipissing on any occasion, or occasions, any of the fire protection services provided for in this agreement.
13. No liability shall attach or accrue to Nipissing by reason of any injury or damage sustained by personnel, apparatus, or equipment of the Powassan fire department while engaged in the provision of fire protection services in the fire area.

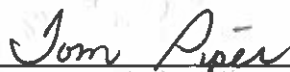
- 14. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 15. This agreement shall be in force for a period of three (3) years and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section (14) hereof.
- 16. Notwithstanding Section (15), this agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. In any case of termination prior to the twelve (12) month date, the fees specified in Section (11) will be applied on a pro rata basis using the same formula as applied previous to the termination date.
- 17. This agreement shall come into effect commencing 12:01 a.m. June 5, 2024 and expires 11:59 p.m. May 31, 2027.

Dated this 4th day of June, 2024.

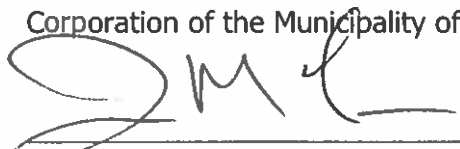
Dated this _____ day of _____, 2024.

Corporation of the Township of Nipissing

Corporation of the Municipality of Powassan




Tom Piper, Mayor



Peter McIsaac, Mayor



Kris Croskery-Hodgins,
Municipal Administrator-Clerk-Treasurer



Brayden Robinson,
Treasurer/Director of Corporate Services

Schedule "A" to By-Law Number 2024-30
Township of Nipissing, June 4, 2024

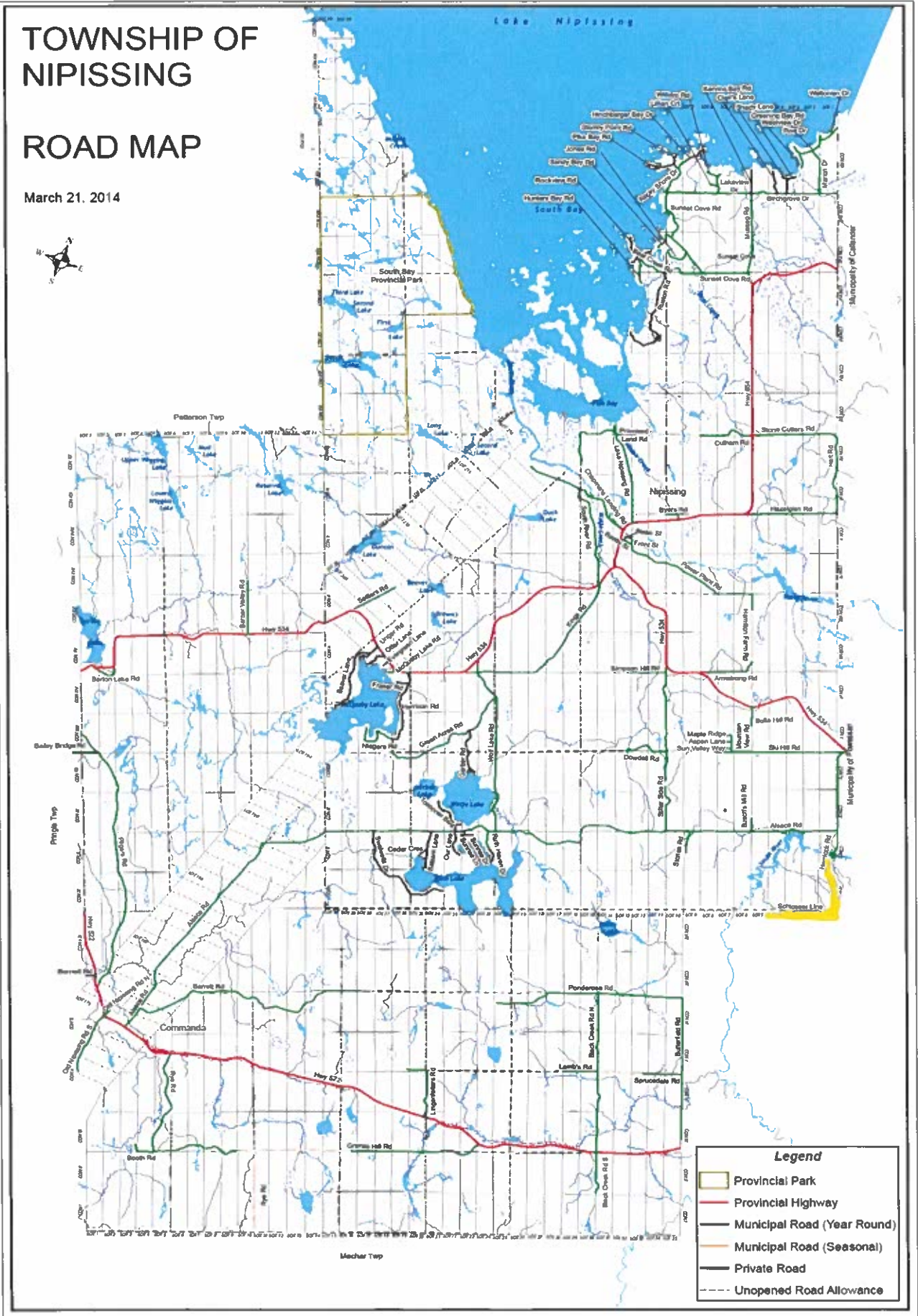
SCHEDULE "C"

1. Nipissing will pay per Ministry of Transportation rates, per apparatus for a maximum of one hour to Powassan for responding within the fire protection area. Emergencies in excess of one hour will be subject to the conditions of the Nipissing/East Parry Sound Mutual Aid Plan.
2. Powassan will limit apparatus response to the requirement reasonable response based on the merit of the call to ensure adequate resources remain for Powassan and the response is within scope for the Nipissing resources responding.
3. Claims to Ministry of Transportation Ontario (MTO) shall be the responsibility of Nipissing for services rendered.

TOWNSHIP OF NIPISSING

ROAD MAP

March 21, 2014



Legend

- Provincial Park
- Provincial Highway
- Municipal Road (Year Round)
- Municipal Road (Seasonal)
- Private Road
- Unopened Road Allowance

Planning Report – Municipality of Powassan, Consent Application: B25& B26/POWASSAN/2024

Background

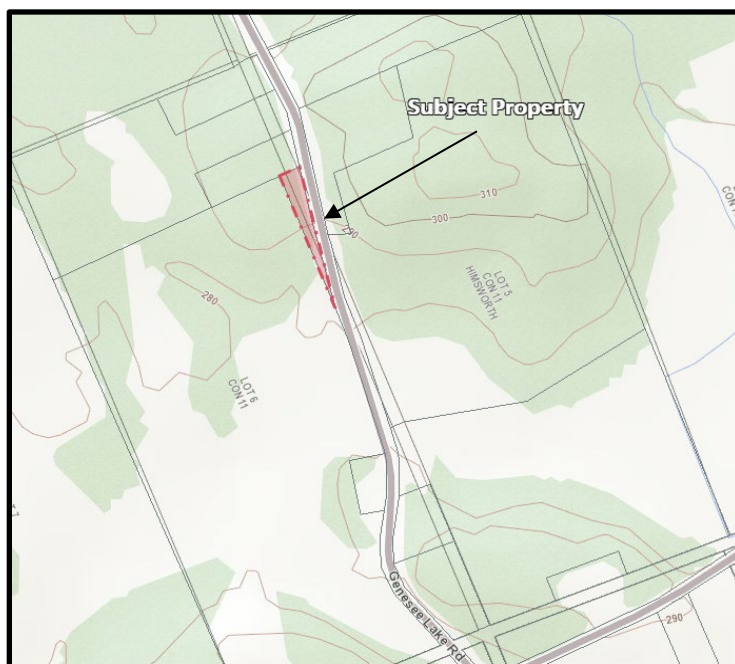
Robert and Wendy Loy concurrently with Christopher and Stacy Loy have submitted applications for Consent to the North Almaguin Planning Board. The applications have been circulated to the Municipality of Powassan for comment. The purpose of both applications is to sever a portion of land from an existing lot and add it to an abutting lot described as Parts 3, 6 & 9, PLAN 42R 19680 on Genesee Lake Road. No new lots will be created, the result will see the elimination of a non-complying lot.

Location and Lot Description

Application B25/POWASSAN/2024:

The subject lands are legally described as Part 3, PLAN 42R 18965, PT Lot 5, Concession 11, (Former Township of Himsworth), & Part 1, PLAN 42R 19267 (Closed Road Allowance, By-law 2011-39), in the Municipality of Powassan, District of Parry Sound. The property has no civic address along Genesee Lake Road. The location of the subject lands is shown in Figure 1. The subject property is vacant and mainly treed.

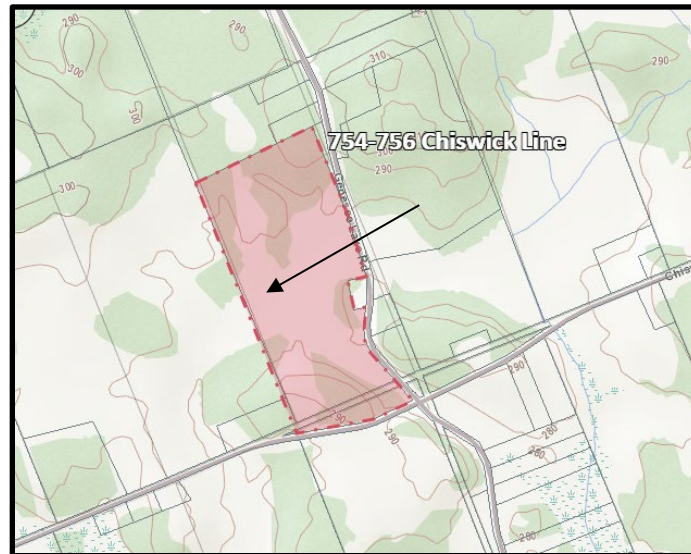
Figure 1: Location Map



Application B26/POWASSAN/2024:

The subject lands are legally described as PCL 18457 NS, PT Lot 6, Concession 11, (Former Township of Himsworth), in the Municipality of Powassan, District of Parry Sound. The property is civically known as 754-756 Chiswick Line. The property is located on the northwest corner of Chiswick Line and Genesee Lake Road, and contains two existing single detached residential dwellings, a barn, silo and other accessory structures. The property has large tracts of wooded areas as well as multiple open fields used for farming operations. The location of the subject lands is shown in [Figure 2](#).

Figure 2: Location Map



Proposal Description

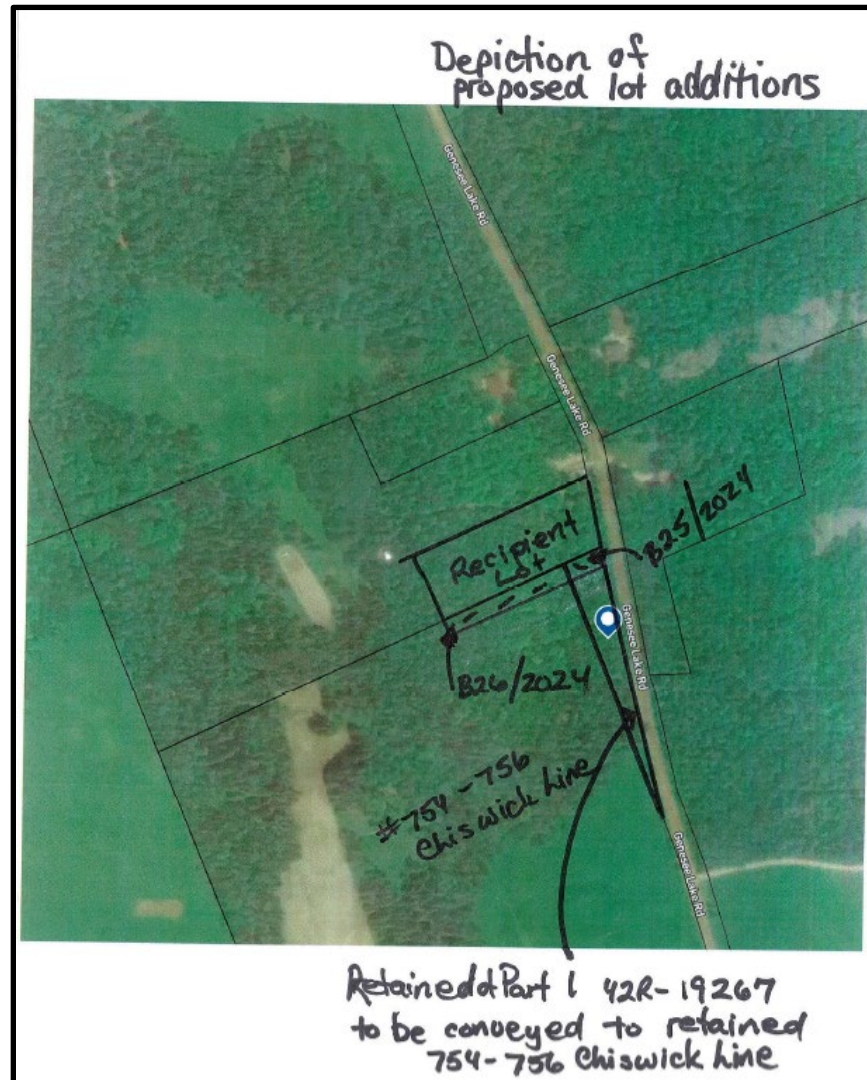
Both Consent applications are for the purpose of lot additions. Figure 3 provided by the applicants illustrates the proposed lot line adjustments. The subject lands are designated as Rural Area in the Municipality of Powassan Official Plan on Schedule A and zoned Rural (RU) in the implementing Zoning By-law.

Application B25/POWASSAN/2024:

The subject property located along Genesee Lake Road proposes to sever approximately 0.09 ha (966 m²) of area with approximately 28 m of frontage on Genesee Lake Road. The severed will be added to the abutting (benefiting) lot referred to as Parts 3, 6 & 9, PLAN 42R 19680, Pt Lot 6, Concession 11 (Himsworth) in the Municipality of Powassan.

The proposed Retained Lot with approximately 200 m of frontage on Genesee Lake Road and approximately 0.3 ha (3084 m²) of area is to be added to the other abutting (benefiting) lot known as 754-756 Chiswick Line.

Figure 3: Proposed Lot Line Adjustments



Application B26/POWASSAN/2024:

The subject property known civically as 754-756 Chiswick Line proposes to sever an area approximately 28 m by 110 m and 0.33 ha (3330 m²) in size. The severed lands will be added to the abutting (benefiting) lot referred to as Parts 3, 6 & 9, PLAN 42R 19680, Pt Lot 6, Concession 11 (Himsworth) in the Municipality of Powassan.

The proposed Retained Lot, which includes the Retained Lot added through application B25/POWASSAN/2024 above, will maintain the existing frontage along Chiswick Line. The lot area will be reduced to approximately 26.65 ha (70.8 ac).

Resulting Lots:

If approved, the result will see the elimination of an existing non-complying lot which is divided to the benefit of the abutting properties. The Benefiting Lot described as Parts 3,6 & 9, PLAN 42R 19680, Pt Lot 6, Concession 11 (Himsworth) in the Municipality of Powassan part will have a total area of approximately 1.4 ha and approximately 90 m of frontage on Genesee Lake Road.

The property known as 754 – 756 Chiswick Line will maintain the existing frontage on Chiswick Line at the south end of the lot and gain approximately 200 m of road frontage along Genesee Lake Road through the lot addition. The area of 754 – 756 Chiswick Line as a result on the lot addition (B25/POWASSAN/2024) and the lot severance of (B26/POWASSAN/2024) will be approximately 29 ha. (71.7 ac).

Policy Analysis

Provincial Policy Statement, 2020

The subject property is located in the Rural Area and on Rural Lands according to the PPS Section 1.1.5. The proposed consent applications represent an adjustment of existing lot lines and the elimination of an existing lot. No new lots are being creating and if approved the applications will eliminate an existing non-complying lot. The proposed lot line adjustments have no impact on the Rural Area within Powassan are consistent with the applicable policies of the Provincial Policy Statement.

Growth Plan for Northern Ontario, 2011

The Municipality of Powassan is located within the Growth Plan for Northern Ontario Area and thus decisions are required to conform with this Plan. The purpose and guiding principles of the plan provides a 25-year vision of growth for the northern economy, people, communities, infrastructure, environment, and aboriginal peoples. The application has been reviewed against the applicable policies of this document and has been found to conform to the intent and purpose.

Municipality of Powassan Official Plan, October 2003

The Subject Property is designated a Rural Area and no natural features or constraints have been identified on Official Plan mapping. No change of use has been proposed and existing Rural uses of Section 5.7 and additional policies will continue to apply. Both resulting lots will meet the minimum area of 1.0 ha in size of Rural Area.

Section 8.0 of the Official Plan refers to the policies of Land Division. The Applications are generally supported by the policies provided they meet the specific criteria of Section 8.1.1:

- i) a registered plan of subdivision is not necessary for the orderly development of the lands;
- ii) the lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements;
- iii) the proposed lot must front on a publicly maintained road;
- iv) lots for hunt camps, fishing camps or similar uses may be permitted in keeping with policies 7.2 and 7.3 of this Plan;

- v) the lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;
- vi) the lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code. New lots in Rural areas shall have a minimum lot size of 1.0 ha or be in keeping with policy 5.7.3 iv) of this Plan;. Smaller lots may be considered subject to the applicant providing a hydrogeological study to the satisfaction of Council demonstrating that the smaller lot is sustainable;
- vii) any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway;
- viii) the creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.
- ix) any lot created by severance in the vicinity of livestock operations shall meet the Minimum Distance Separation formulae The purpose of the application is to sever and add to an abutting lot; no new lots are proposed.

As mentioned, the applications propose lot line adjustments and are considered a technical consent and policy from Section 8.1.2 would apply:

Notwithstanding the policies of this section, consents may be granted for the following technical purposes, provided that the retained and severed portions conform with the Zoning By-law:

- ii) boundary corrections or adjustments;*
- ii) lot enlargements;*
- iii) re-creation of original 40 ha (100 acre lots);*
- iv) discharge of mortgage;*
- v) road widening and road allowances; and*
- vi) easements.*

Boundary adjustments and lot additions are permitted. No new lots will be created. The Retained Lot and the resultant Benefiting Lot are required to comply with the minimum zoning requirements.

Municipality of Powassan Zoning By-law No. 2003-38

The subject properties are considered Rural Zone (RU) in the municipal Zoning By-law No. 2003-38. The Applications identify the vacant resulting lot is for Residential use, considered a “Column B Use”, and would need to meet the requirements shown in [Figure 4](#). The Resulting lot referred to as 754-756 Chiswick Line has no proposed development and will continue to be used for agricultural and residential purposes and will continue to meet zoning provisions.

Figure 4: Zoning Uses and Regulations

4.4	RURAL (RU) ZONE		
	No person shall within any Rural (RU) Zone use any land, or erect, alter or use any building or structure except in accordance with the following provisions:		
4.4.1	Permitted Uses		
	Column A Uses	Column B Uses	
	i) farm	i) single detached dwelling	
	ii) farm produce sales outlet	ii) duplex dwelling	
	iii) fire hall	iii) semi-detached dwelling	
	iv) hunt camp	iv) bed and breakfast	
	v) kennel	v) home occupation	
	vi) lodge or boarding house	vi) home industry	
	vii) municipal or provincial offices or works garage	vii) hobby farm	
	viii) resource management activities	viii) group home	
	ix) riding school or boarding stables	ix) public park	
	x) an accessory farm dwelling on one lot of at least 30 hectares (75 acres)	x) veterinary hospital	
		xi) observatory	
4.4.2	Regulations for Permitted Uses	Column A Uses	Column B Uses
	i) Minimum Lot Area	10 ha	1.0 ha
	ii) Minimum Lot Frontage	135 m	50 m
	iii) Minimum Front Yard	30.0 m	30 m
	iv) Minimum Interior Side Yard	15.0 m	15.0 m
	v) Minimum Exterior Side Yard	15.0 m	15.0 m
	vi) Minimum Rear Yard	15.0 m	15.0 m
	vii) Maximum Lot Coverage	25%	25%
	viii) Maximum Height	10.5 m	10.5 m
	ix) No kennel shall be located within 120 metres (400 ft) of a residential dwelling on another lot.		
	Minimum Lot Area for a hobby farm		2.0 ha

Recommendation

In our professional opinion, the proposed lot line adjustments (Consent) Applications are consistent with the 2020 Provincial Policy Statement and the Growth Plan for Northern Ontario, conforms to the Municipal Official Plan, complies with the Zoning By-law and is good planning. It is our recommendation that the Council provide comments of no objections to applications B25/B26/POWASSAN/2024 provided the severed and retained lots are merged with the benefiting lots as identified in the description of the severance applications in this report and that the standard conditions of consent are met.

Respectfully Submitted,

PLANSCAPE INC.



Ryan Lloyd BES
 Planning Consultant



Rian Allen M.Sc., MCIP, RPP
 Planning Consultant

NORTH ALMAGUIN PLANNING BOARD

NOTICE OF A COMPLETE APPLICATION AND A PUBLIC MEETING FOR A CONSENTS

B25/POWASSAN/2024

&

B26/POWASSAN/2024

(UNDER THE PLANNING ACT RSO 1990 CH P 13 AS AMENDED)

TAKE NOTICE that the North Almaguin Planning Board (NAPB) will be considering the noted applications for Consent under Section 53 of the *Planning Act* at a statutory public meeting to be held WEDNESDAY 3 July 2024 at 6:00 p.m. at 250 Clark Street, Powassan, Ontario.

THE PURPOSE AND EFFECT of the proposed Consent is to:

B25/POWASSAN/2024 SEVER a 0.0966ha (0.239ac) PARCEL from a vacant triangular parcel situate westerly of established travelled Genesee Lake Road (resultant of the closure of unopened untraveled road allowance) be conveyed as a LOT ADDITION to the abutting building lot (Parts 3, 6 & 9 42R19680)

PROPERTY OWNER(s): Robert & Wendy Loy

B26/POWASSAN/2024 SEVER a 0.333ha (0.823ac) PARCEL from rear portion of #754-756 Chiswick Line to be conveyed as a LOT ADDITION to the abutting building lot (Parts 3, 6 & 9 42R19680)

PROPERTY OWNER(s): Christopher & Stacy Loy

IF a PERSON OR a PUBLIC BODY WISHES TO OBTAIN ADDITIONAL INFORMATION PLEASE CONTACT THE NAPBoard by phone or email (see below) AND QUOTE the FILE NUMBER(s). IF YOU WISH TO BE NOTIFIED OF THE DECISION you must make a written request to the NAPBoard to obtain that decision, prior to the noted public meeting. PLEASE EXPRESS ANY QUESTIONS or COMMENTS BY WRITTEN SUBMISSION via email no later than 26th June 2024.

DATED AT POWASSAN THIS 12TH day of June 2024

North Almaguin Planning Board
Box 57, Powassan ON P0H 1Z0

705-724-6758 / Email northalmaguinplanningboard2018@gmail.com

PLAN

LOT 6

CONCESSION 11
42R-19606

LOT 5

CONCESSION 11

Base/POWASSAN/2024

To Be Severed - Lot Addition

PART 3
PART 3

PART 6
PART 6

PART 5
PART 5

PART 1
PLAN 42R-19267 ROAD

ALLOWANCE

BETWEEN

CLOSED BY

BY-LAW 2011-38 VIC

PART 9

PART 8

(KNOWN AS TRAVELLED
GENESSEE LAKE ROAD)

PART 2 O.R.P. "A"

PLAN 52209-0575 (LT)

(KNOWN

PART 1
PLAN 42R-18798

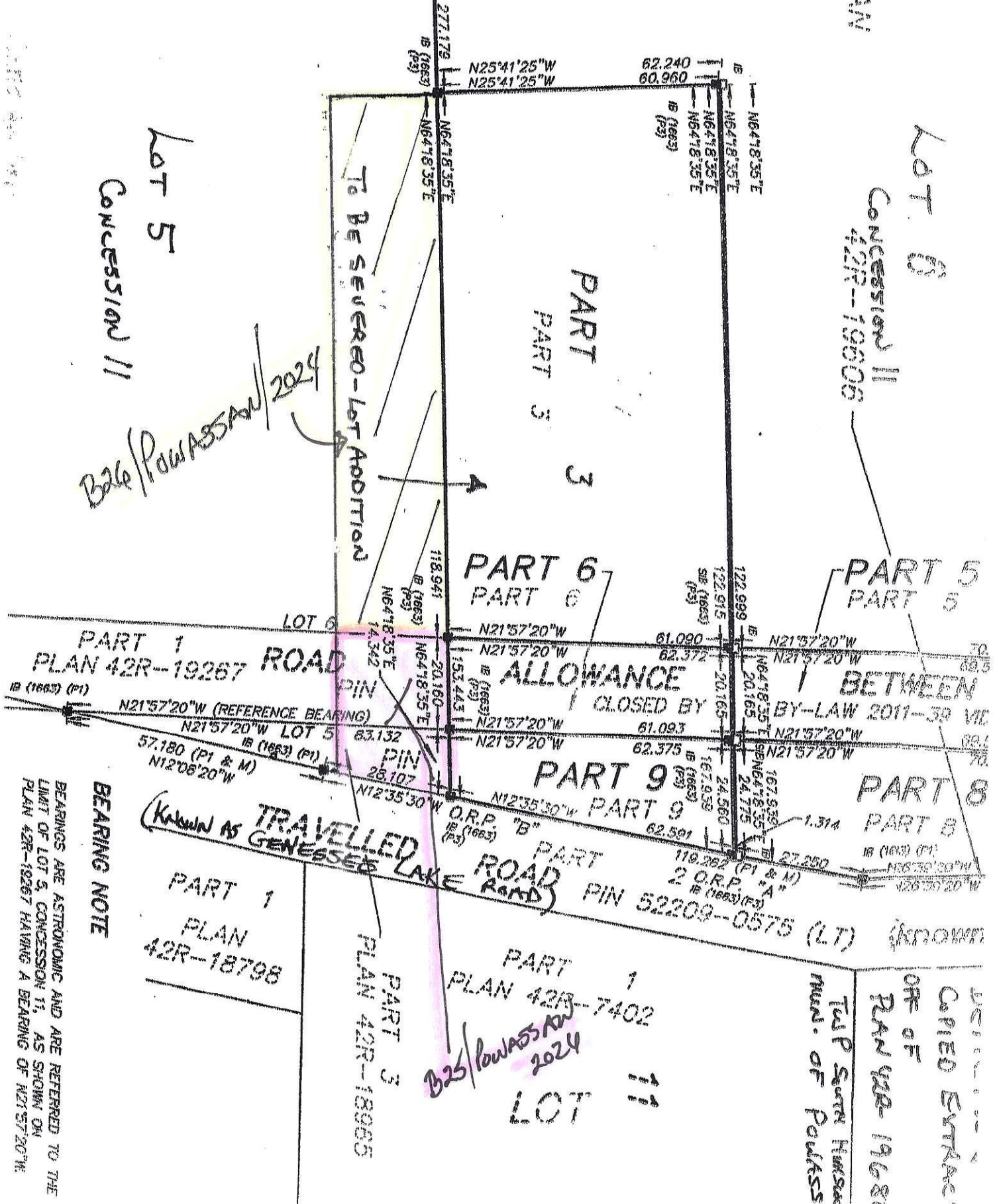
PART 1
PLAN 42R-7402

PART 3
PLAN 42R-18965

Base/POWASSAN/2024
LOT 11

COPIED EXTRACT
OF
PLAN 42R-19682
TWP SOUTH HURON
MUN. OF POWASSAN

BEARING NOTE
BEARINGS ARE ASTROMOMIC AND ARE REFERRED TO THE
LIMIT OF LOT 5, CONCESSION 11, AS SHOWN ON
PLAN 42R-19267 HAVING A BEARING OF N21°57'20"W.



Depiction of proposed lot additions



Retained at Part 1 42R-19267
to be conveyed to retained
754-756 Chiswick line



**NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING
TO INFORM THE PUBLIC OF A ZONING BY-LAW AMENDMENT**

TAKE NOTICE that the Council for The Corporation of the Municipality of Powassan has received a complete application under Section 34 of the Planning Act, R.S.O. 1990, c.P. 13 as amended, to inform the public of a proposed Zoning By-law Amendment.

The public meeting is being held for the application described below to enable interested members of the public to understand and comment on a proposed Zoning By-law Amendment.

DATE AND LOCATION OF PUBLIC MEETING

File #: 2024-02
Date: Tuesday, July 2, 2024
Time: 6:00 pm
Location: Municipality of Powassan – 252 Clark Street (fire hall)

DETAILS OF THE ZONING BY-LAW AMENDMENT

The purpose and effect of the proposed Zoning By-Law Amendment is to amend the Restricted Area Zoning (By-Law No. 2003-38), as amended, for the lands described as Part Lot 15, Concession 12, PT Lot 7 Station Grounds Block E, RP 42R-22331 Part 1 (Civic Address: 532 Main Street), in the Municipality of Powassan.

The application, if approved would rezone part of the subject land from Village Commercial Exception Three-Holding (CV1-3-H) to Multiple Residential Exception Four (RM-4). A previous severance application was previously approved on the subject lands to adjust an existing lot line. A condition of severance requires approval of a Zoning By-law Amendment to rezone the severed lands (lot addition) to be consistent the existing RM-4 zoning of the benefitting lot at 532 Main Street.

ADDITIONAL INFORMATION AND MAP OF LAND SUBJECT TO THE APPLICATION

A key map showing the land to which the proposed amendments apply is provided with this notice. The purpose of this meeting is to ensure that sufficient information is made available to enable the public to generally understand the applicant's proposed Zoning By-law Amendment. Any person who participates in the meeting shall be afforded an opportunity to make representations in respect of the application. Additional information is available for review at the Municipal Office.

If a person or public body does not make written submissions to the Municipality of Powassan before the proposed By-law is passed, the person or public body is not entitled to appeal the decision of the Municipality of Powassan to the Ontario Land Tribunal.

If a person or public body does not make written submissions to the Municipality of Powassan before the proposed By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

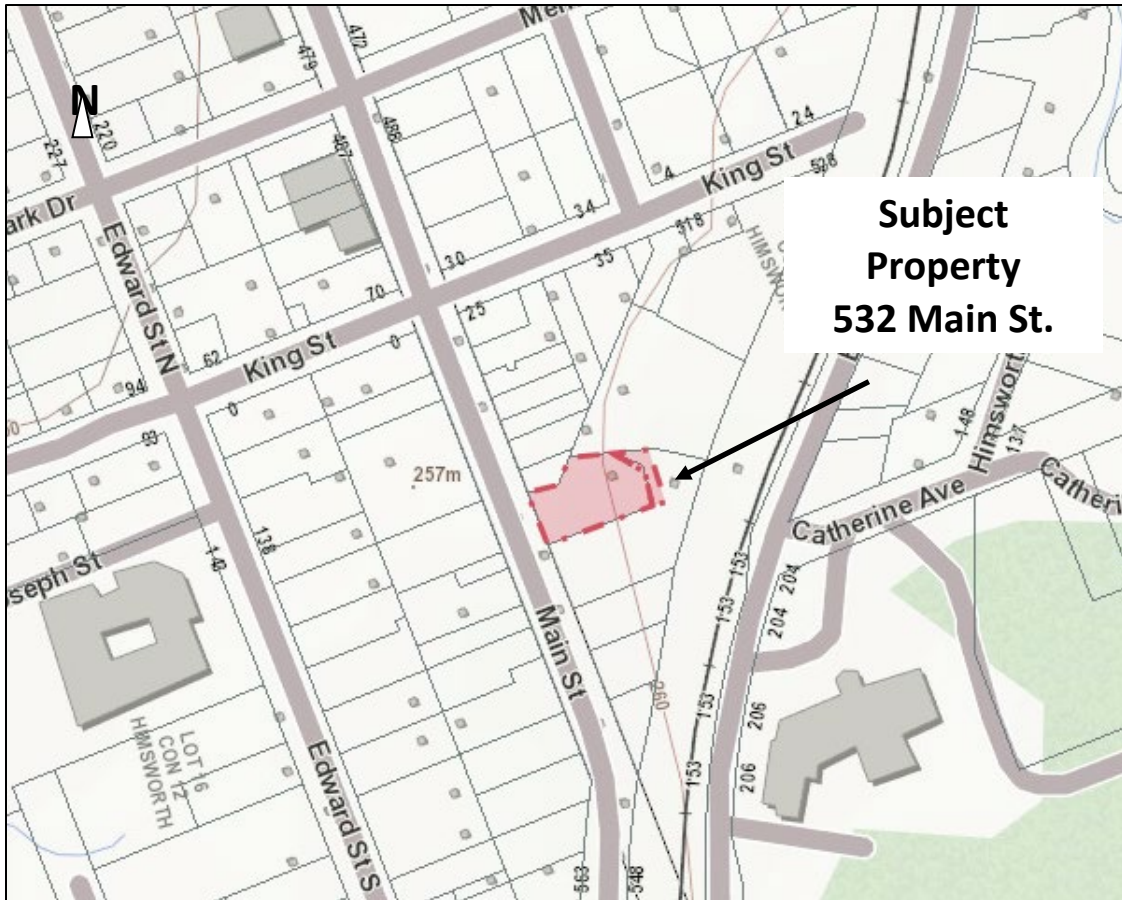
If you wish to be notified of the decision of the Council for the Corporation of the Municipality of Powassan in respect to the proposed Zoning By-law Amendment, you must submit a written request (with forwarding addresses) to the Clerk of the Municipality of Powassan at P.O. Box 250, 250 Clark Street, Powassan, Ontario, P0H 1Z0.

Additional information regarding the proposed amendment is available to the public for inspection at the Municipality of Powassan Municipal Office located at 250 Clark Street on Monday to Friday, between the hours of 8:30 a.m. and 4:30 p.m. please call (705) 724-2813.

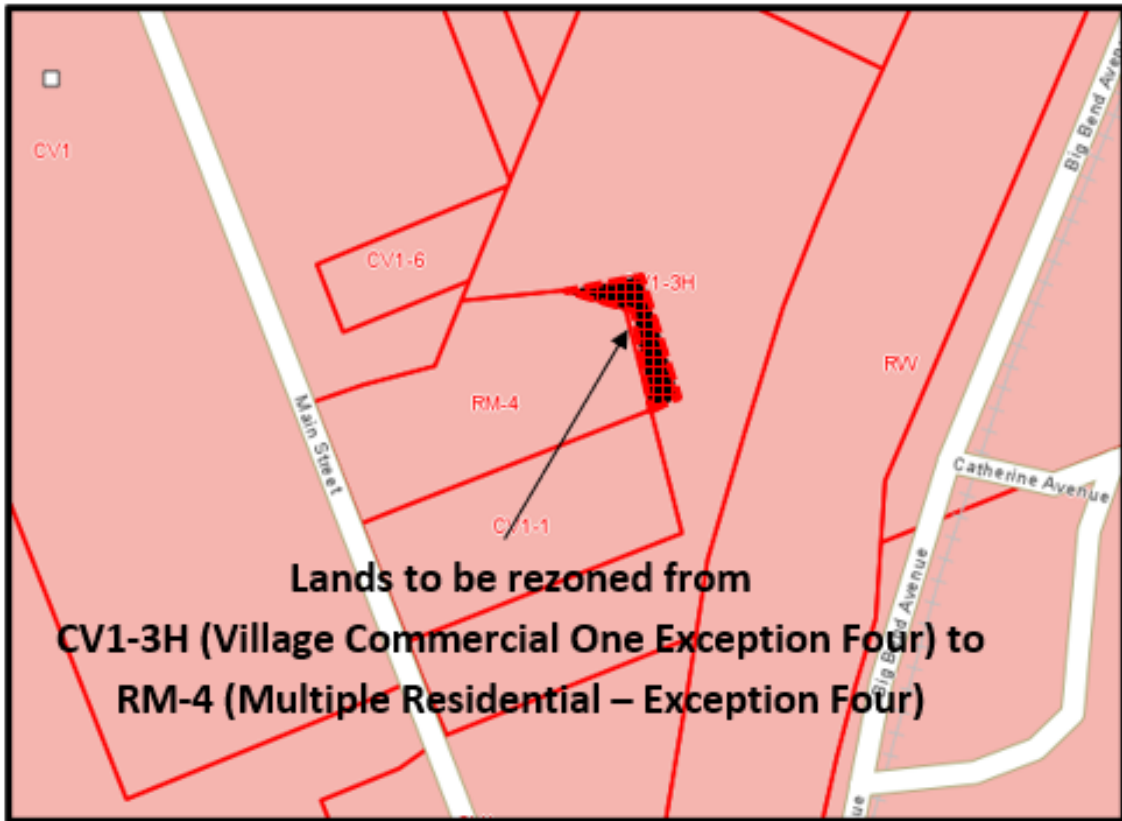
Mailing Date of this Notice: June 10, 2024

Kimberly Bester, Deputy-Clerk
Municipality of Powassan
kbester@powassan.net

Location Map



Proposed Zone Change



Oshell's valu-mart

***519 Main St., Box 322
Powassan, Ont. P0H-1Z0
Tel: 705-724-2686
Fax: 705-724-3874***

June 04, 2024

Mayor and Council:

Oshell's valu-mart will be celebrating 70 years of business this July. We are planning a Community Customer Appreciation event on Saturday July 27th with a free BBQ , entertainment and give-aways.

As you may or may not remember, we hosted a similar event 10 years ago for our 60th Anniversary and at that time we set up tables, chairs and tents on the Main Street in the parking spaces in front of the store. Would it be possible to do this again for this event? Also, I believe we used the Municipalities BBQ last time and would like to know if it would be available again?

We would appreciate a response as soon as possible so that we can proceed with planning this event. Please let us know if you require any further information.

Thank you for your consideration.

Paul & Sue Oshell

**Justices of the Peace Appointments
Advisory Committee**

720 Bay Street, 3rd Floor
Toronto ON M7A 2S9
Telephone : 437 233-6900
Fax : 416 326-4065
Email : jpaac.info@ontario.ca

**Comité consultatif sur la nomination
des juges de paix**

720, rue Bay, 3^e étage
Toronto ON M7A 2S9
Téléphone : 437 233-6900
Télécopieur : 416 326-4065
Courriel : jpaac.info@ontario.ca



June 6, 2024

I am writing you in my capacity as Chair of the Justices of the Peace Appointments Advisory Committee.

The Committee is mandated by the Attorney General of Ontario to provide a list of recommended candidates that exhibit the traits and characteristics of a Justice of the Peace to fill the vacancies that arise on the Justice of the Peace Bench. As you know, these important judicial officers are critical to the efficient functioning of our courts, with jurisdiction over the majority of provincial regulatory offences, municipal by-law prosecutions and most bail hearings, among other duties.

Justices of the peace are recruited from the communities they serve with a focus on recruiting individuals who have strong connections to the community. It is critical that all Ontarians see themselves reflected on the Bench, so the Committee is especially committed to connecting with prospective candidates from diverse communities, with particular emphasis on Indigenous and bi-lingual communities. Justices of the Peace do not need to have prior legal training as a lawyer or paralegal. All Justices of the Peace that are appointed go through an extensive education process and are mentored throughout their careers on the bench.

As leaders in your community, your knowledge and guidance would be most appreciated in identifying potential candidates for this important role. We are asking for your support in distributing our notice of vacancies.

For more information on the vacancies, the JPAAC process and the role of justices of the peace in Ontario, please visit our website at <https://www.ontariocourts.ca/ocj/jpaac/>.

Attached to this e-mail is our current advertisement, which can be used in any community newsletters, e-mails to constituents, social media or other communications with your constituents. Please feel free to forward this and to use the advertisement in any communication that you wish.

The Committee is accepting applications for vacancies until **Wednesday, July 31, 2024**.

On behalf of my colleagues on the Justices of the Peace Appointments Advisory Committee, thank you for taking the time to consider this request and for your help in recruiting outstanding candidates for this important role in Ontario's justice system.

Sincerely,

Nicholas Charitsis, B.B.A., LL.B
Chair, Justices of the Peace Appointments Advisory Committee

Attach. – JPAAC Advertisement

<https://www.ontariocourts.ca/oci/jpaac/advertisements/>

Advertisements for Justice of the Peace Vacancies

JUSTICE OF THE PEACE VACANCIES

Ontario Court of Justice

At the request of the Attorney General and in accordance with the *Justices of the Peace Act*, the Justices of the Peace Appointments Advisory Committee (JPAAC) invites applications for vacant justice of the peace positions in the province of Ontario in the following court locations:

Barrie (Bilingual-1)	Newmarket (2)	Sudbury (1)
Brampton (5)	Oshawa (3)	Sudbury (Bilingual-1)
Brampton (Bilingual-1)	Oshawa (Bilingual-1)	Timmins (Bilingual-1)
Dryden (Indigenous-1)	Ottawa (2)	Thunder Bay (1)
Haileybury (1)	Ottawa (Bilingual-2)	Toronto (8)
Hamilton (2)	Ottawa (Indigenous-1)	Toronto (Bilingual-1)
Kenora (2)	Owen Sound	Toronto (Indigenous-1)
Kingston (2)	(Indigenous-1)	Welland (1)
Kitchener (1)	Sault Ste. Marie (1)	
Kitchener (Bilingual-1)	Sioux Lookout	
London (Bilingual-1)	(Indigenous-1)	
	St. Catharines (1)	
	St. Catharines	
	(Indigenous-2)	

A justice of the peace is an independent judicial officer who presides in court over various proceedings under federal and provincial statutes. This is a full-time appointment that requires travel within the province.

Qualifications:

Applicants must meet minimum qualifications as set out in the *Justices of the Peace Act*. Candidates must have at least 10 years of paid or volunteer experience, and:

- have a university degree;
- have a diploma or advanced diploma granted by a college of applied arts and technology or a community college following completion of a program that is the equivalent in class hours of a full-time program or of at least four academic semesters;
- have a degree from an institution, other than a university, that is authorized to grant the degree; or meet the educational equivalency requirement set out in s.2(1.3) of the *Justices of the Peace Act*.

More information about the qualifications to become a justice of the peace can be found [here](#).

Selection Criteria:

In addition to reflecting the diversity of the population in Ontario, applicants should also display the fundamental skills and abilities, personal characteristics and community awareness attributes set out in the JPAAC [General Selection Criteria](#), including:

1. Skills and/or education that are clearly relevant and transferable to the work of a justice of the peace.
2. Work, volunteer or other experience that is clearly relevant and transferable to the duties and responsibilities of a justice of the peace.
3. An understanding of, and the skills, abilities, and personal characteristics applicable to, the [vacancy](#), including the pace of court, geographic and community needs.
4. Awareness and understanding of the breadth and depth of the [role](#) of a justice of the peace.
5. Keen interest in people and humanity, including cross-cultural experience and community engagement.
6. An ability to apply superior [interpersonal skills](#) in the courtroom and maintain decorum in adversarial circumstances.
7. A high level of achievement in the area(s) of employment and/or community service.
8. Experience providing functional advice, guidance and assistance to/at multiple levels of authority.
9. Ability and willingness to learn, substantiated through the candidate's record of life-long learning.
10. Demonstrated good judgment in the face of real or perceived conflict of interest.
11. Proven ability and experience in making sound, practical and timely decisions with complex factors.
12. Proven reputation for punctuality, reliability, organization skills and preparedness.
13. Highly developed intellectual and analytical skills.
14. Demonstrated flexibility and adaptability to change.
15. Ability to work both co-operatively and independently.
16. Ability to manage people, time, and resources.
17. Ability to present a clear, concise, and well-written application that is reflective of the candidate's interest and ability.

18. Bilingual ability (if applicable).

For vacancies that serve large Indigenous communities (one vacancy in each of Dryden, Ottawa, Owen Sound, Sioux Lookout, and Toronto and two in St. Catharines), candidates that are Indigenous people and/or people with an in-depth understanding of Indigenous languages, history, law and communities and the issues affecting those communities are encouraged to apply.

To apply for an appointment as a justice of the peace, refer to the current application form and instructions for completion and submission [here](#).

This website also provides information about the advertised [vacancies](#), the JPAAC [process](#) and the [role](#) of the justice of the peace in Ontario. Reviewing the JPAAC [Frequently Asked Questions](#) may also be helpful. **Applications must be received by 11:59 P.M. EST on Wednesday July 31, 2024.** Late applications will NOT be accepted.

To be informed about future vacancies, please register at: [Subscribe to Vacancy Notifications \(via e-mail\)](#).

Maps: [Northern Ontario](#) & [Southern Ontario](#) (PNG)

*Please be advised that these maps may be outdated and should be used for reference purposes only.

**Justices of the Peace Appointments
Advisory Committee**

720 Bay Street, 3rd Floor
Toronto ON M7A 2S9
Telephone : 437 233-6900
Fax : 416 326-4065
Email : jpaac.info@ontario.ca

**Comité consultatif sur la nomination
des juges de paix**

720, rue Bay, 3^e étage
Toronto ON M7A 2S9
Téléphone : 437 233-6900
Télécopieur : 416 326-4065
Courriel : jpaac.info@ontario.ca



Le 6 juin 2024

Je vous écris en qualité de président du Comité consultatif sur la nomination des juges de paix (CCNJP).

Afin de pourvoir les postes de juges de paix vacants, le procureur général de l'Ontario a chargé le CCNJP de lui transmettre une liste de candidats recommandés qui ont fait montre des aptitudes et caractéristiques d'un juge de paix. Comme vous le savez, ces importants fonctionnaires judiciaires sont essentiels au bon fonctionnement de nos tribunaux, puisqu'ils ont compétence à l'égard de la majorité des infractions aux lois ou règlements provinciaux, poursuites des infractions aux règlements municipaux et de la plupart des audiences de mise en liberté sous caution, entre autres responsabilités.

Les juges de paix sont recrutés dans les localités qu'ils servent, la priorité étant donnée aux personnes ayant des liens solides avec leur collectivité. Il est indispensable que l'ensemble de la population ontarienne se sente représentée à la magistrature et, par conséquent, le CCNJP a particulièrement à cœur de trouver des candidats appartenant à diverses communautés, en particulier les communautés autochtones et les communautés bilingue. Il n'est pas nécessaire d'avoir une formation juridique d'avocat ou de parajuriste pour être juge de paix. Tous les juges de paix nommés suivent un processus de préparation approfondi et sont suivis par des mentors pendant toute leur carrière à la magistrature.

En tant que chefs de file de votre collectivité, vos connaissances et vos conseils nous seraient d'une aide précieuse pour trouver des candidats à ce poste important. C'est pourquoi nous vous saurions gré de bien vouloir distribuer notre annonce de postes à pourvoir.

Pour en savoir plus sur les postes vacants, le mandat du CCNJP et le rôle des juges de paix en Ontario, vous pouvez consulter notre site Web, à l'adresse <https://www.ontariocourts.ca/ocj/fr/jpaac/>.

Vous trouverez en pièce jointe les annonces de postes vacants du CCNJP. N'hésitez pas à vous en servir dans vos bulletins d'information, vos courriels aux électeurs, vos publications dans les médias sociaux ou tout autre outil de communication avec vos électeurs.

Le CCNJP accepte les candidatures jusqu'au **mercredi 31 juillet 2024, à 23 h 59 HNE**.

Au nom de mes collègues du Comité consultatif sur la nomination des juges de paix, je vous remercie de l'attention que vous porterez à cette demande et de l'aide que vous voudrez bien nous accorder pour recruter des candidats exceptionnels à ce poste clé du système judiciaire ontarien.

Cordialement,

Le président du Comité consultatif sur la nomination des juges de paix,
Nicholas Charitsis, B.B.A., LL.B

Pièce jointe – Annonces de postes vacants du CCNJP

<https://www.ontariocourts.ca/ocj/fr/jpaac/annonces/>

Annonces des postes de juge de paix vacants

POSTES DE JUGE DE PAIX VACANTS

Cour de justice de l'Ontario

À la demande du procureur général et en vertu de la Loi sur les juges de paix, le Comité consultatif sur la nomination des juges de paix (CCNJP) doit pourvoir des postes de juge de paix en Ontario dans des tribunaux des villes suivantes :

Barrie (bilingue-1)	Newmarket (2)	Sudbury (1)
Brampton (5)	Oshawa (3)	Sudbury (bilingue -1)
Brampton (bilingue -1)	Oshawa (bilingue -1)	Timmins (bilingue-1)
Dryden (autochtone-1)	Ottawa (2)	Thunder Bay (1)
Haileybury (1)	Ottawa (bilingue -2)	Toronto (8)
Hamilton (2)	Ottawa (autochtone -1)	Toronto (bilingue -1)
Kenora (2)	Owen Sound	Toronto (autochtone -1)
Kingston (2)	(Indigenous-1)	Welland (1)
Kitchener (1)	Sault Ste. Marie (1)	
Kitchener (bilingue -1)	Sioux Lookout	
London bilingue -1)	(Indigenous-1)	
	St. Catharines (1)	
	St. Catharines	
	(autochtone -2)	

Les juges de paix sont des membres de la magistrature indépendants qui président diverses instances instruites en vertu des lois fédérales et provinciales. Les postes sont à temps plein et exigent des déplacements dans la province.

Qualifications

Les candidats doivent avoir les qualités minimales requises dans la Loi sur les juges de paix ainsi qu'au moins 10 ans d'expérience, rémunérée ou non, et, selon le cas :

- être titulaire d'un grade universitaire;
- être titulaire d'un diplôme d'études collégiales ou d'un diplôme d'études collégiales de niveau avancé décerné par un collège d'arts appliqués et de technologie ou un collège communautaire après avoir terminé un programme qui équivaut, en heures de classe, à un programme à temps plein d'au moins quatre semestres d'études;
- être titulaire d'un grade d'un établissement autre qu'une université qui est autorisé à le décerner;

- satisfaire à l'exigence d'équivalence en matière de formation décrite au paragraphe 2 (1.3) de la Loi sur les juges de paix.

Des renseignements supplémentaires sur les qualités requises pour devenir juge de paix sont disponibles ici.

Critères de sélection

En plus de refléter la diversité de la population de l'Ontario, les candidats doivent posséder les compétences et capacités fondamentales, les caractéristiques personnelles et la sensibilisation aux questions communautaires énumérées dans les critères de sélection généraux du CCNJP, notamment :

1. Des compétences et/ou une formation clairement pertinentes et transférables au travail de juge de paix.
2. Des expériences de travail, de bénévolat ou autres qui sont clairement pertinentes et transférables aux fonctions et responsabilités de juge de paix.
3. Une compréhension du poste à pourvoir, notamment le rythme des instances ainsi que les besoins géographiques et communautaires, de même que des compétences, capacités et caractéristiques personnelles qui y sont applicables.
4. Une sensibilisation à la portée et à la profondeur du rôle de juge de paix et une compréhension de ces éléments.
5. Un intérêt marqué pour les gens et l'humanité, notamment l'expérience interculturelle et l'engagement communautaire.
6. La capacité d'appliquer des compétences relationnelles supérieures dans la salle d'audience et de respecter le décorum dans les situations de confrontation.
7. Un degré élevé de réalisation dans le domaine de l'emploi et/ou du service communautaire.
8. De l'expérience dans l'offre de conseils fonctionnels, d'orientation et d'aide à des niveaux décisionnels multiples.
9. La capacité et la volonté d'apprendre, démontrées par le dossier d'apprentissage continu du candidat.
10. Une capacité de jugement démontrée face à des conflits d'intérêts réels ou perçus.
11. Une capacité et une expérience reconnues pour la prise de décisions réfléchies, pratiques et rapides en présence de facteurs complexes.

12. Une réputation démontrée de ponctualité, de fiabilité, de compétences organisationnelles et de préparation.
13. Des compétences intellectuelles et analytiques hautement développées.
14. Une souplesse et une capacité d'adaptation au changement démontrées.
15. La capacité de travailler seul et en équipe.
16. La capacité de gérer les gens, les délais et les ressources.
17. La capacité de présenter une requête claire, concise et bien rédigée qui reflète ses intérêts et ses capacités.
18. Le bilinguisme (le cas échéant).

Pour les postes vacants qui desservent d'importantes communautés autochtones (un poste à Dryden, un poste à Ottawa, un poste à Owen Sound, un poste à Sioux Lookout, un poste à Toronto et deux postes à St. Catharines), les candidats autochtones et les personnes ayant une connaissance approfondie des langues, de l'histoire, des lois et de ces collectivités, ainsi que des enjeux qui les touchent, sont encouragés à postuler.

Pour postuler à un poste de juge de paix, consultez le formulaire de demande de nomination ainsi que les instructions pour le remplir et le soumettre [ici](#).

Le site contient aussi de l'information sur les [postes vacants](#) annoncés, les [procédures](#) du CCNJP et le [rôle](#) des juges de paix en Ontario. Il peut aussi être utile de lire la [foire aux questions](#) du CCNJP. **Les candidatures doivent être reçues le mercredi 31 juillet 2024 avant 23 h 59 HNE.** Des candidatures tardives ne seront PAS acceptées.

Pour connaître les prochains postes qui s'ouvriront, [abonnez-vous au service d'annonces de postes vacants \(par courriel\)](#).

Cartes : [Nord de l'Ontario](#) et [Sud de l'Ontario](#) (anglais seulement) (PNG)

*Mise en garde : Il est possible que ces cartes ne soient pas à jour. Elles ne sont fournies qu'à titre d'information.

June 2024

July 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 Council	5 NAPB	6	7	8
9	10	11	12	13 DSSAB	14	15
16	17 Library Board Meeting	18 Council GSMNP	19 Eastholme Board	20	21	22 Cornhole Tournament and Savour Summer
23	24	25	26 MAPLE SYRUP NBMCA	27	28	29
30	Jul 1	2	3	4	5	6