

## **AGENDA**

**Regular Council Meeting  
Tuesday, June 3, 2025, 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 Timothy R. Hutcheson – MIS Municipal Insurance Brokers Limited

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

7.1 Regular Council Meeting of May 20, 2025

**8. MINUTES AND REPORTS FROM COMMITTEES OF COUNCIL**

**9. MINUTES AND REPORTS FROM APPOINTED BOARDS**

9.1 The Golden Sunshine Municipal Non-Profit Housing Corporation – Minutes of April 15, 2025

**10. STAFF REPORTS**

10.1 Treasurer/Director of Corporate Services, B. Robinson – Insurance Renewal

10.2 Clerk, A. Quinn – Municipal Fields Update

10.3 Clerk, A. Quinn – Council Meeting schedule for July and August 2025

10.4 Clerk, A. Quinn - Deputy Fire Chief and additional Fire Department appointments

**11. BY-LAWS**

11.1 Bylaw 2025-14 – Animal Control

11.2 Bylaw 2025-15 – Appoint Deputy Fire Chief

**12. UNFINISHED BUSINESS**

12.1 Ministry for Seniors and Accessibility - Seniors Active Living Centres Program – 2025-26 Confirmation of Funding

12.2 Ministry of the Solicitor General - Ontario Provincial Policing (OPP) Cost Recovery Model Review

12.3 Nipissing Township – Resolution 2025-102 regarding Required studies for the Preparation of the Hummel Bridge Replacement Project

**13. NEW BUSINESS**

13.1 Social Media Policy Review

**14. CORRESPONDENCE**

**15. ADDENDUM**

**16. NOTICE OF SCHEDULE OF COUNCIL AND BOARD MEETINGS**

**17. CLOSED SESSION**

17.1 Adoption of Closed Session Minutes of May 20, 2025

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 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.

**18. MOTION TO ADJOURN**



**Regular Council Meeting**  
**Tuesday, May 20, 2025, at 6:30 pm**  
**Powassan Council Chambers**

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

**Staff:** Brayden Robinson, Treasurer/Director of Corporate Services  
Allison Quinn, Clerk

**Presentations:** Debbie Piekarski - Requesting reconsideration of the Official Plan as it pertains to land severance

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

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|-----------------|---|-------------------------|----------------|
| <b>2025-164</b> | Moved by: L. Patey<br>That the agenda of the Regular Council Meeting of May 20, 2025, be approved.  | Seconded by: D. Britton | <b>Carried</b> |
| <b>2025-165</b> | Moved by: D. Britton<br>That the minutes of the Special Budget Meeting of Council of April 14, 2025, be adopted.  | Seconded by: R. Hall    | <b>Carried</b> |
| <b>2025-166</b> | Moved by: R. Hall<br>That the minutes of the Regular Meeting of Council of May 6, 2025, be adopted, with the following correction: Resolution #2025-140 includes the recorded vote. | Seconded by: D. Britton | <b>Carried</b> |
| <b>2025-167</b> | Moved by: L. Patey<br>That the minutes of the Special Official Plan Meeting of Council of May 14, 2025, be adopted.   | Seconded by: D. Britton | <b>Carried</b> |
| <b>2025-168</b> | Moved by: D. Britton<br>That the minutes from the Powassan and District Union Public Library meeting of March 17, 2025, be received.  | Seconded by: R. Hall    | <b>Carried</b> |
| <b>2025-169</b> | Moved by: L. Patey<br>That the District of Parry Sound Social Services Administration Board CAO's Report of May 2025, be received.  | Seconded by: M. Wand    | <b>Carried</b> |
| <b>2025-170</b> | Moved by: M. Wand<br>That the minutes from the Powassan Nipissing Callander Police Detachment Board meeting of March 24, 2025, be received.   | Seconded by: R. Hall    | <b>Carried</b> |

**2025-171** Moved by: R. Hall Seconded by: D. Britton  
That the memo from Treasurer/Director of Corporate Services, B. Robinson, regarding Hummel Bridge Repair Update – Required Studies, be received for information purposes; and,

FURTHER that staff provide Council with a monthly update on the progress. **Carried**

**2025-172** Moved by: D. Britton Seconded by: L. Patey  
That Bylaw 2025-08, being a Bylaw to set tax ratios for municipal purposes for 2025,  
Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025. **Carried**

**2025-173** Moved by: L. Patey Seconded by: M. Wand  
That Council rescinds the 28% increase to the Powassan Union Public Library budget and returns to the 7% increase in the 2025 Municipal Budget.

Recorded Vote: Requested by Councillor Hall

Councillor Hall Nay

Councillor Wand Yea

Councillor Britton Nay

Councillor Patey Yea

Mayor McIsaac Nay

**Defeated**

**2025-174** Moved by: L. Patey Seconded by: M. Wand  
That Bylaw 2025-09, being a Bylaw to adopt the 2025 Municipal Budget,  
Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025. **Carried**

**2025-175** Moved by: M. Wand Seconded by: R. Hall  
That Bylaw 2025-10, being a Bylaw to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2025,  
Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025. **Carried**

**2025-176** Moved by: R. Hall Seconded by: M. Wand  
That Bylaw 2025-11, being a Bylaw to adopt the Water and Wastewater Budgets for 2025,  
Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025.

Recorded Vote: Requested by Councillor Patey

Councillor Patey: Yea

Councillor Hall: Yea

Councillor Wand: Yea

Councillor Britton: Yea

Mayor McIsaac: Yea

**Carried**

**2025-177**

Moved by: D. Britton                      Seconded by: L. Patey  
That Bylaw 2025-12, being a Bylaw to adopt the Water and Wastewater Rate and Fee Schedule for 2025,

Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025.

Recorded Vote: Requested by Councillor Britton

Councillor Britton:                      Yea  
Councillor Hall:                          Yea  
Councillor Wand:                        Yea  
Councillor Britton:                      Yea  
Mayor McIsaac:                          Yea

**Carried**

**2025-178**

Moved by: L. Patey                      Seconded by: M. Wand  
That Bylaw 2025-13, being a Bylaw to Establish and Regulate a Fire Department for the Municipality of Powassan,

Be **READ** a **FIRST** and **SECOND** time on the 6<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 20<sup>th</sup> day of May 2025.

**Carried**

**2025-179**

Moved by: M. Wand                      Seconded by: R. Hall  
That Bylaw 2025-14, being a Bylaw to regulate and govern animals including exotic animals within the Municipality;

Be **READ** a **FIRST** and **SECOND** time on the 20<sup>th</sup> day of May 2025 and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council the 3<sup>rd</sup> day of June 2025.

**Carried**

**2025-180**

Moved by: R. Hall                      Seconded by: D. Britton  
That the correspondence from the Office of the Fire Marshall, regarding the Fire Protection Grant additional funding, be received; and,

FURTHER that staff be directed to use the additional funding for the purchase of cancer prevention supplies as set out in the original funding requestion.

**Carried**

**2025-181**

Moved by: D. Britton                      Seconded by: L. Patey  
That the correspondence from Mark Bassam regarding the Bolton/Hart subdivision and proposal for 180 residential units, be received.

**Carried**

**2025-182**

Moved by: M. Wand                      Seconded by: R. Hall  
That the correspondence from the Minister of Municipal Affairs and Housing regarding the Protect Ontario by Building Faster and Smarter Act, 2025, be received.

**Carried**

**2025-183**

Moved by: R. Hall                      Seconded by: D. Britton  
**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; and,

**WHEREAS** during Pride Month, the world's Lesbian, Gay, Bisexual, Trans, Intersex, Queer, Questioning, Two Spirit communities (LGBTQ2St) and Allies come together to celebrate diversity

and protest for the freedom to be themselves: to overcome prejudice, for inclusive policies and laws: and for the right to be accepted for who they are; and,

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

**BE IT RESOLVED THAT** the Corporation of the Municipality of Powassan does hereby proclaim JUNE 2025 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**

**2025-184**

Moved by: D. Britton

Seconded by: L. Patey

**June 2025 National Indigenous History Month**

**June 21, 2025 National Indigenous Peoples Day**

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

**WHEREAS**, recognizing National Indigenous History Month is an opportunity for citizens to learn more about the history of the Indigenous peoples in Canada - the first peoples of Canada; and,

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

**WHEREAS**, June 21 was chosen because it corresponds to the summer solstice, the longest day of the year, and for generations many Indigenous Peoples' groups have celebrated their culture and heritage at this time of year; and,

**WHEREAS**, National Indigenous Peoples Day is a wonderful opportunity to become better acquainted with the cultural diversity of First Nations, Inuit and Métis peoples and to discover the unique accomplishments of Indigenous Peoples;

**NOW THEREFORE**, Mayor Peter McIsaac, on behalf of Council, does hereby proclaim June 2025 as "National Indigenous History Month" and June 21, 2025, as "National Indigenous Peoples Day" in the Municipality of Powassan and urge all residents to take this opportunity to celebrate and recognize the contributions of the Indigenous peoples to our communities and Country.

**Carried**

**2025-185**

Moved by: L. Patey

Seconded by: M. Wand

That the correspondence from Ontario Power Generation, regarding the Bingham Chute Life Extension Waterpower Project, be received.

**Carried**

**2025-186**

Moved by: R. Hall

Seconded by: D. Britton

That Council now adjourns to closed session at 7:54pm to discuss:

17.1 Adoption of Closed Session Minutes of May 6, 2025

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 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**

- 2025-187

Moved by: L. Patey                      Seconded by: D. Britton  
That Council now reconvenes to regular session at 9:08pm.

Carried
- 2025-188

Moved by: D. Britton                      Seconded by: R. Hall  
That council now adjourns at 9:08pm.

Carried

Mayor

Clerk

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The Golden Sunshine Municipal Non-Profit Housing Corporation  
Minutes of the Board of Directors Meeting  
2025- 04

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April 15, 2025

A regular meeting of the Golden Sunshine Municipal Non-Profit Housing Corporation board was held on Tuesday April 15, 2025

Present: Bernadette Kerr, Mieke Markus, Dave Britton, Calvin Young, Leo Patey, Nancy McFadden & Amber McIsaac

Regrets: Dave Yemm

1. Call to order

**Resolution No. 2025-18**– Moved by Calvin, seconded by Nancy that the meeting was called to order at 9:32 am. Carried

2. Additions to Agenda – none

3. Approval of the Agenda

**Resolution No. 2025-19** Moved by Calvin, seconded by Nancy that the agenda be adopted as Presented.

4. Conflict of Interest Disclosure – none

5. Approval of the Minutes from the March 18, 2025 board meeting

**Resolution No. 2025-20**– Moved by Nancy, seconded by Calvin, that the minutes from the board meeting on March 18, 2025 were adopted as presented.

**6. Business arising**

**a) Patio Project Bids**

Trevor Kitchen from HSC Project Management presented the Recommendation to Award report for the Exterior Patio Project and a discussion took place. Notes from the discussion included that Michelle Jensen Architects confirmed with the Municipality of Powassan that no building permit is required and the board agreed with proceeding with composite fencing.

**Resolution No. 2025-21** Moved by Leo, seconded by Dave Britton that the Golden Sunshine Municipal Non-Profit Housing Corporation approves the recommendation to award the contract for ITT #25-523-12- Exterior Improvements at 325 Catherine Ave, Powassan to Kenalex

Construction Company Limited as the low compliant bid in the amount of \$199, 700.00 excluding HST, as recommended by HSC and the Consultant Mitchell Jensen Architects.

**b) Insulation Quote/ Patio Winter Maintenance**

In response to ongoing complaints regarding increased ice accumulation on tenant patios during the winter, Amber presented a quote for insulation upgrades to the building's attic space. A discussion followed, and a more detailed report outlining recommendations to mitigate these issues in the future was requested and will be presented at the next board meeting.

**b) New Tenant**

A new market rent tenant will be welcomed to the building June 1<sup>st</sup>. Renovations for the apartment were included in the 2025 budget and will begin May 1<sup>st</sup>.

**7. Correspondences**

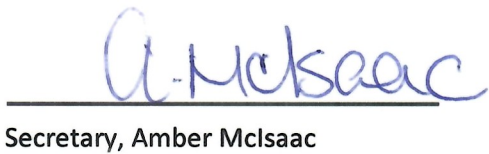
**a.2) Financials –**

**Resolution No. 2025-22** Moved by Dave, seconded by Calvin that the Golden Sunshine Municipal Non-Profit Housing Corporation approves the March 2025 financial statements as presented.  
Carried

**8. Next Board Meeting – May 20, 2025 @9:30am**

**Resolution No. 2025-23** Moved by Dave Britton, seconded by Nancy that the meeting be adjourned. Carried

  
\_\_\_\_\_  
President, Bernadette Kerr

  
\_\_\_\_\_  
Secretary, Amber McIsaac



## STAFF REPORT

To: Council  
From: Treasurer/Director of Corporate Services  
Re: 2025-26 Insurance Renewal

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### **RECOMMENDATION:**

That the memo from Treasurer/Director of Corporate Services B. Robinson be received; and further that Council approves the renewal quote of \$223,567 plus RST for the 2025-26 policy period.

### **ANALYSIS:**

Attached please find the renewal proposal received from MIS Insurance Services, for the period from June 1, 2025-May 31, 2026. The renewal quote received is \$223,567 plus applicable taxes for this period, for a total of \$241,452.36, up 7% from the previous term. Some of the renewal increases by policy are as follows:

- Primary Liability- increased by 2.5%
  - Option to enter into a 2-year agreement and renew at a flat rate for 2026-27
- Environmental Impairment Liability- increased by market inflationary 5.0%
- Property/Machinery Breakdown- 5.0% rate increase
- Automobile- inflationary rate increase of 3.0%
- Cyber Liability- flat premium renewal

The renewal increase is slightly below the 8.0% that was anticipated during budget deliberations.

It is the recommendation of staff that this renewal proposal be accepted.



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

May 23, 2025

**Presented by:**  
**Timothy Hutchison, President**  
MIS Municipal Insurance Services  
A division of McDougall Insurance Brokers Ltd.  
In Partnership with  
Public Sector Division  
Marsh Canada Inc.

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



# Corporation of the Municipality of Powassan

## Insurance Proposal

**June 1, 2025 - June 1, 2026**

12:01 a.m. Standard Time as to each said dates

## Important – Please Note The Following

### **Duty of Disclosure**

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

### **Payment Terms**

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

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

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

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

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

### **Underinsurance**

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

### **Underwriting / Binding Authority**

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

## **Material Changes From Expiring Policy**

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

## **Risk And Claims Information**

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

## **Taxes Payable By Insureds**

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

Provincial Sales Tax

## Canadian Councils Liability

<b>Limits of Liability:</b>	\$5,000,000	General Liability, including Sudden and Accidental Pollution any one Occurrence; No Aggregate
	\$5,000,000	any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
<b>Extensions of Coverages:</b>	\$5,000,000	Employers' Liability; any one Claim
	\$5,000,000	Tenant Legal Liability; any one Occurrence
	\$5,000,000	Employee Benefit Liability; any one Claim
	\$5,000,000	*Incidental Medical Malpractice; any one Claim Retroactive Date: November 15, 1993
	\$50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$100,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$100,000	Legal Expense, Reimbursement Expenses; any one Claim and
	\$100,000	Legal Expense, Reimbursement Expenses; in the Annual Aggregate during the Policy Period
	\$5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Automobiles); any one Occurrence
	\$250,000	Legal Liability for Damage to Hired Automobiles; any one Occurrence
	\$5,000,000	Wrap-Up Liability – Difference in Conditions and Difference in Limits; any one Occurrence
<b>Endorsements:</b>	\$5,000,000	*Municipal Errors and Omissions Liability; any one Claim and in the Annual Aggregate during the Policy Period Retroactive Date: November 15, 1993
	\$2,500,000	*Environmental Impairment Liability; any one Claim and
	\$5,000,000	Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: November 15, 1993
	\$2,000,000	*Abuse / Molestation Liability; any one Claim and
	\$2,000,000	Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: June 1, 2008
		Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits
	\$5,000,000	Police Officer Assault; any one Occurrence
	\$1,000,000	*Communicable Disease; each and every claim Retroactive Date: June 1, 2021
<b>*Claims Made Coverage Note:</b>	Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims	

## INSURANCE PROPOSAL

	must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
<b>Deductibles:</b>	\$10,000      Public Entity General Liability; any one Occurrence including Products and Completed Operations, per Claimant in respect of Sewer Back-up \$10,000      Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except; Nil      Extensions of Coverage; any one Occurrence with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement As per Endorsement No. 4 – Schedule of Benefits for Voluntary \$1,000      Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos \$10,000      Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense) \$10,000      Municipal Errors and Omissions Liability; any one Claim \$10,000      Environmental Impairment Liability; any one Claim \$10,000      Abuse / Molestation Liability; any one Claim \$10,000      Police Officer Assault; any one Occurrence \$25,000      Communicable Disease; each and every claim	
<b>Additional Endorsements:</b>	<ul style="list-style-type: none"> <li>Excluding Cyber, as per LMA5529</li> <li>PFAS Exclusion, as per LMA5595 amended 29 July 2022</li> </ul>	
<b>Policy Form:</b>	B0509BOWCI2451887 EK2004502	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025. 2. Long Term Agreement language subject to confirmation.	

## Canadian Councils Umbrella Liability (1st Layer)

<b>Limit of Coverage:</b>	\$ 20,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess of Underlying Coverage(s) and Limit(s):</b>	\$ 5,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 5,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 5,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 5,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 5,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefits Liability; any one Claim
	\$ 5,000,000	Non-Owned Automobile Liability including Contractual Liability
<b>* Claims Made Coverage Note:</b>	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence	
	Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	<ul style="list-style-type: none"> <li>Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7</li> <li>Excluding Cyber, as per LM5529</li> <li>Communicable Disease excluded absolutely</li> <li>PFAS Exclusion, as per LMA5595 amended 29 July 2022</li> </ul>	
<b>Policy Form:</b>	B0509BOWCI2451885 EK2004498	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.	

## Canadian Councils Excess Umbrella Liability (2nd Layer)

<b>Limit of Coverage:</b>	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 25,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess of Underlying Coverage(s) and Limit(s):</b>	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 25,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 25,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 25,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 25,000,000	Employee Benefits Liability; any one Claim
	\$ 25,000,000	Non-Owned Automobile Liability including Contractual Liability
<b>* Claims Made Coverage Note:</b>	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence	
	Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	<ul style="list-style-type: none"> <li>Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7</li> <li>Excluding Cyber, as per LM5529</li> <li>Excluding Communicable disease absolutely</li> <li>PFAS Exclusion, as per LMA5595, amended 29 July 2022</li> </ul>	
<b>Policy Form:</b>	B0509BOWCI2451886 EK2004498	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.	

## Combined Physical Damage & Machinery Breakdown

<b>Coverage:</b>	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)	
<b>Limits of Liability:</b>	\$ 33,818,998	Blanket Limit of Loss on Property of Every Description including Machinery Breakdown
	\$ 117,326	Landfill Shed & Waste Disposal Site (Not Included in Blanket Limit)
<b>Physical Damage Extensions of Coverage:</b>	<p>The limits for the following extensions of coverage are included in the Blanket Limit shown above:</p> <p>\$ 500,000 Valuable Papers;</p> <p>\$ 500,000 Extra Expense;</p> <p>\$ 500,000 Accounts Receivable;</p> <p>\$ 500,000 Gross Rentals;</p> <p>\$ 500,000 Computer Media;</p> <p>\$ 25,000 Fine Arts (Agreed Value);</p> <p>\$ 25,000 Computer/Electronic Data Processing</p> <p>The limits for the following extensions of coverage are in addition to the Blanket Limit shown above:</p> <p>\$ 1,000,000 Newly Acquired Property;</p> <p>\$ 1,000,000 Building in the Course of Construction; Contractors and Consultants</p> <p>\$ 500,000 Property in Transit;</p> <p>\$ 1,000,000 Unnamed Locations;</p> <p>\$ 500,000 Expediting Expense;</p> <p>\$ 300,000 Business Interruption – Profits; Subject to maximum of \$25,000 per month;</p> <p>\$ 1,000,000 Contingent Business Interruption;</p> <p>\$ 100,000 Fire Extinguishing Material and Fire Fighting Expense;</p> <p>\$ 500,000 Professional Fees;</p> <p>\$ 10,000 Master Key;</p> <p>\$ 100,000 Land and Water Pollution Clean Up Expense;</p> <p>\$ 100,000 Stock Spoilage;</p> <p>\$ 100,000 Commercial Property Floater;</p> <p>\$ 1,000,000 Off Premises Service Interruption;</p> <p>\$ 100,000 Exhibition Floater;</p> <p>\$ 100,000 or 10% Environmental Upgrade;</p> <p>\$ 15,000 Money, Cash Cards and Securities;</p> <p>\$ 15,000 Preservation of Property;</p> <p>\$ 25,000 Technological Advancement;</p> <p>\$ 1,000,000 Demolition and Increased Cost of Construction;</p> <p>\$ 50,000 / 100,000 Prevention of Ingress / Egress; 4 weeks;</p> <p>\$ 100,000 or 25% Debris Removal;</p> <p>\$ 15,000 Property of Councillors, Board Members and Employees; any one loss (\$25,000 maximum annual policy limit)</p>	
<b>Machinery Breakdown:</b>	<p>\$1,000,000 Newly Acquired Property</p> <p>\$500,000 Expediting Expense</p> <p>\$500,000 Professional Fees</p> <p>\$100,000 Consequential Damage</p> <p>\$500,000 Hazardous Substance</p> <p>\$10,000 Data and Media</p> <p>\$500,000 Ammonia Contamination</p> <p>\$500,000 Water Escape</p> <p>\$10,000 Reproduction Costs</p> <p>\$ 50,000 / 100,000 Interruption by Civil Authority; 4 weeks</p>	

## INSURANCE PROPOSAL

<b>Endorsements:</b>	<ul style="list-style-type: none"> <li>Auto Replacement Cost Deficiency Endorsement</li> </ul>										
<b>Deductibles:</b>	<table> <tr> <td>\$ 10,000</td><td>each occurrence for all losses except</td></tr> <tr> <td>\$ 1,000</td><td>each Computer/Electronic Data Processing loss</td></tr> <tr> <td>\$ 1,000</td><td>each Fine Arts loss</td></tr> <tr> <td>\$ 100,000</td><td>each Flood loss, <b>except \$250,000 for Property in at 446 &amp; 443 Main Street.</b></td></tr> <tr> <td>10%</td><td>of total insured value at loss location or \$100,000 minimum, whichever is greater, each Earthquake occurrence</td></tr> </table>	\$ 10,000	each occurrence for all losses except	\$ 1,000	each Computer/Electronic Data Processing loss	\$ 1,000	each Fine Arts loss	\$ 100,000	each Flood loss, <b>except \$250,000 for Property in at 446 &amp; 443 Main Street.</b>	10%	of total insured value at loss location or \$100,000 minimum, whichever is greater, each Earthquake occurrence
\$ 10,000	each occurrence for all losses except										
\$ 1,000	each Computer/Electronic Data Processing loss										
\$ 1,000	each Fine Arts loss										
\$ 100,000	each Flood loss, <b>except \$250,000 for Property in at 446 &amp; 443 Main Street.</b>										
10%	of total insured value at loss location or \$100,000 minimum, whichever is greater, each Earthquake occurrence										
<b>Policy Form:</b>	Municipal Insurance Program - Master Policy (January 1, 2021)										
<b>Insurer(s) and Proportion of Participations(s):</b>	<p><b>Physical Damage:</b>  Aviva Insurance Company of Canada - 70%  Zurich Canada - 30%</p> <p><b>Machinery Breakdown:</b>  Aviva Insurance Company of Canada - 100%</p>										
<b>Subject To:</b>	<ol style="list-style-type: none"> <li>1. A Schedule of Property including Construction, Occupancy, Protection, Exposure, civic address including postal codes for all locations.</li> <li>2. Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment.</li> <li>3. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</li> <li>4. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li> <li>5. All locations may be subject to Engineering Inspection.</li> <li>6. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.</li> <li>7. No Earthquake coverage for any building build prior to 1941 without confirmation of seismic upgrades.</li> </ol>										

## Comprehensive Crime

<b>Limits:</b>	\$1,000,000	Employee Dishonesty – Form A
	\$200,000	Broad Form Loss of Money (Inside Premises)
	\$200,000	Broad Form Loss of Money (Outside Premises)
	\$200,000	Money Orders & Counterfeit Paper Currency
	\$1,000,000	Depositors Forgery
	\$200,000	Professional Fees / Audit Expenses
	\$200,000	Computer Fraud or Funds Transfer Fraud
<b>Deductible(s):</b>	NIL per Loss	
<b>Policy Form:</b>	Master Crime Wording (April 2012)	
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%	
<b>Subject To:</b>	<ol style="list-style-type: none"> <li>1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</li> <li>2. All cheque requisitions and issued cheques containing dual signatures.</li> <li>3. If the above is not part of your internal Financial controls, please provide explanation(s).</li> <li>4. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.</li> </ol>	

## Automobile Insurance (Ontario)

<b>Limits:</b>	\$5,000,000	Liability – Bodily Injury / Property Damage  Accident Benefits – Basic Benefits; Limits as stated in the Policy Accident Benefits – Options; None Selected; Limits as stated in Policy  Uninsured Automobile; Limits as stated in the Policy  Direct Compensation – Property Damage; Limits as stated in the Policy  Loss or Damage – All Perils  No Physical Damage Insurance for Parade Vehicles and Unlicensed Equipment
<b>Deductible(s):</b>	\$2,500	Loss or Damage – All Perils
<b>Endorsements:</b>	OPCF 3 OPCF 4A OPCF 4B OPCF 5 OPCF 9 OPCF 20  OPCF 21B OPCF 32 OPCF 43R OPCF 44  Notice of Cancellation Ninety (90) Days Tarmac Exclusion	Drive Government Automobiles Endorsement Permission to Carry Explosives Permission to Carry Radioactive Material Permission to Rent or Lease Marine use Excluded (Amphibious Automobiles) Loss of Use Endorsement - Applicable to Light Units per occurrence (Applicable only to Private Passenger Vehicles and Light Commercial Vehicles)  Blanket Fleet Endorsement – No Annual Adjustment Use of Recreational Vehicles by Unlicensed Drivers Removing Depreciation Deduction – 24 Months New Family Protection Endorsement Applicable to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles
<b>Policy Form:</b>	Provincial Statutory Owners Policy	
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.	

## Councillors' Accident Coverage

<b>Limits of Coverage:</b>	\$200,000 Principal Sum
<b>Included Coverage</b>	Number of Councillors: 5 24 Hour Coverage <hr/> Based on 5 Members Out of Province Emergency Medical Coverage for 15 days including Spouse's Coverage
<b>Policy Form:</b>	Insurers Standard Form
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%
<b>Subject To:</b>	1. \$2,500,000 Aggregate Limit of Indemnity Per Accident. 2. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.

## Volunteer Fire Fighters' Accident Coverage

<b>Limits of Coverage:</b>	\$ 200,000	Principal Sum
	\$ 300	Disability Benefit 1st 4 weeks
	\$ 500	Disability Benefit after 4 weeks
	While on Duty Only Coverage	
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.	

## Cyber Liability

<b>Cyber Incident Response:</b>	\$1,000,000	Incident Response Costs in the Aggregate
	\$1,000,000	Legal and Regulatory Costs in the Aggregate
	\$1,000,000	IT Security and Forensic Costs in the Aggregate
	\$1,000,000	Crisis Communication Costs in the Aggregate
	\$1,000,000	Privacy Breach Management Costs in the Aggregate
	\$1,000,000	Third Party Privacy Breach Management Costs in the Aggregate
	\$50,000	Post Breach Remediation Costs in the Aggregate (maximum 10% of all sums CFC has paid as a direct result of the cyber event)
<b>Cyber Crime:</b>	\$250,000	Funds Transfer Fraud in the Aggregate
	\$250,000	Theft of Funds Held in Escrow in the Aggregate
	\$250,000	Theft of Personal Funds in the Aggregate
	\$1,000,000	Extortion in the Aggregate
	\$250,000	Corporate Identity Theft in the Aggregate
	\$250,000	Telephone Hacking in the Aggregate
	\$50,000	Push Payment Fraud in the Aggregate
	\$250,000	Unauthorized Use of Computer Resources in the Aggregate
<b>System Damage and Business Interruption:</b>	\$1,000,000	System Damage and Rectification Costs in the Aggregate
	\$1,000,000	Income Loss and Extra Expense in the Aggregate
	\$100,000	Additional Extra Expense in the Aggregate
	\$1,000,000	Dependent Business Interruption in the Aggregate
	\$1,000,000	Consequential Reputational Harm in the Aggregate
	\$25,000	Claim Preparation Costs in the Aggregate
	\$1,000,000	Hardware Replacement Costs in the Aggregate
<b>Network Security and Privacy Liability:</b>	\$1,000,000	Network Security Liability Aggregate,
	\$1,000,000	Privacy Liability Aggregate, including Costs and Expenses
	\$1,000,000	Management Liability Aggregate, including Costs and Expenses
	\$1,000,000	Regulatory Fines Aggregate, including Costs and Expenses
	\$1,000,000	PCI Fines, Penalties and Assessments Aggregate, including Costs and Expenses
<b>Media Liability:</b>	\$1,000,000	Defamation Aggregate, including Costs and Expenses
	\$1,000,000	Intellectual Property Rights Infringement Aggregate, including Costs and Expenses
<b>Court Attendance Costs:</b>	\$100,000	in the Aggregate
<b>Endorsements:</b>	<ul style="list-style-type: none"> <li>Regulatory Statement (CAN)</li> <li>Schedule Of Information</li> <li>Notice Concerning Personal Information</li> <li>Code Of Consumer Rights And Responsibilities</li> <li>Ontario Commercial Liability Notice</li> <li>Service of Suit Clause</li> <li>Policy Aggregate Limit of Liability Clause (Including Aggregate Sub-limit For Cyber Crime)</li> </ul>	
<b>Deductible:</b>	\$10,000	in the Aggregate for All Losses
<b>Policy Form:</b>	Cyber Proactive Response v4.0	

## INSURANCE PROPOSAL

<b>Insurer(s) and Proportion of Participations(s):</b>	CFC Underwriting Ltd. – 100%
<b>Subject To:</b>	<ol style="list-style-type: none"><li>1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025.</li><li>2. Satisfactory confirmation that you have downloaded &amp; registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding).</li></ol>

## LCIS – Annual Low Risk Events Liability

<b>Limits of Coverage:</b>	\$5,000,000 Bodily Injury & Property Damage any one Occurrence \$5,000,000 Products & Completed Operations Aggregate \$2,000,000 Personal Injury & Advertising Liability \$10,000 Medical Payments per Person \$50,000 Medical Payments per Accident \$5,000,000 Tenant's Legal Liability \$5,000,000 Incidental Medical Malpractice Liability \$2,000,000 Non-Owned Automobile Liability \$50,000 SEF 94 – Legal Liability for Damage to Non-Owned Autos \$1,000,000 Fire Fighting Expense Liability
<b>Endorsements:</b>	<ul style="list-style-type: none"> <li>• USA Jurisdiction</li> <li>• Fire Fighting Expense Liability</li> <li>• Security Default Cancellation Clause</li> <li>• Service of Suit Clause (Canada) (Action Against Insurer)</li> <li>• Notice Concerning Personal Information</li> <li>• Intention for AIF to bind Clause</li> <li>• Lloyd's Underwriters Policyholder's Complaint Protocol</li> </ul>
<b>Additional Endorsements:</b>	Additional Insured Vendor Liability Endorsement
<b>Deductible(s):</b>	\$1,000 per Loss but only with respect to Property Damage Liability, Tenant's Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos
<b>Policy Form:</b>	LCIS GL 2020
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, 2025. 2. Provision of an updated Annual Low Risk Events Liability Application.

## Legal Expense Insurance (ARAG) - QUOTE

<b>Aggregate Limit of Indemnity:</b>	\$ 1,000,000	
<b>Sub-Limits:</b>	\$ 200,000	Employment Disputes
	\$ 200,000	Employees Extra Protection
	\$ 50,000	Judicial Review
	\$ 200,000	Legal Defence
	\$ 200,000	Auto Legal Defence
	\$ 200,000	Contract Disputes and Debt Recovery
	\$ 200,000	Statutory Licence Appeals
	\$ 200,000	Property Protection
	\$ 200,000	Bodily Injury
	\$ 200,000	Tax Protection
	\$ Unlimited	Legal Helpline
	\$ 12 per year	Legal Document Review
	Unlimited	Simple Legal Letter Drafting
	Unlimited	Legal Document Centre
	Unlimited	HR Assistance
<b>Deductibles:</b>	\$ 2,500	Contract Disputes & Debt Recovery
<b>Co-Insurance:</b>	25% Employment Disputes 15% Judicial Review	
<b>Policy Form:</b>	8002630	
<b>Coverage Form:</b>	Occurrence Basis	
<b>Insurer(s) and Proportion of Participations(s):</b>	HDI Global Speciality SE – 100%	
<b>Subject To:</b>	1. Terms will remain as indicated subject to no claims deterioration as of June 1, <b>2025</b> .	



## Acceptance of Municipal Insurance Program Proposal

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

Policy Term: June 1, 2025 - June 1, 2026

Annual Premium: \$223,567

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

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

### Optional Coverages / Specific Instructions:

- ☐ ARAG - Legal Expense (\$3,770)
- ☐ 2-Year Long Term Agreement – Option

Signed on Behalf of Corporation of the Municipality of Powassan

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Authorized Signature

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Date

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Please print the name of the person signing above

### Implementation of Limit of Liability:

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



Marsh Canada Limited  
120 Bremner Boulevard, Suite 800  
Toronto, Ontario M5J 0A8  
+1 416 868 2600

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## STAFF REPORT

To: Council  
From: Clerk, A. Quinn  
Re: Recreation Fields Update

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### **RECOMMENDATION:**

That the attached memo dated May 1, 2024, be received for review and discussion; and further that staff be directed on how to update the plan listed in the memo.

### **ANALYSIS:**

To: Council  
From: Clerk, A. Quinn  
Re: Recreation Fields  
Date: May 1, 2024

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## **RECOMMENDATION:**

That the memo from Clerk A. Quinn be received; and further that staff be directed with the plan as listed below.

## **ANALYSIS:**

This year children's summer recreation programming includes soccer for age groups 4-6 and 6-9 at Glendale field and T-ball for 4-7-year-olds at the Trout Creek Community Centre Field.

While planning the above a review of the recreation fields within the Municipality was done and staff would like to propose the following:

1. That Glendale Recreation Field be turned back into the main baseball field. After consulting with staff, it was determined that it could be changed over quickly. It's a larger field that includes washrooms and a building that can be used during tournaments. The downside for the time being is that there are no lights for evening games.

Currently we are running the soccer program there. That can still be done for this year as the outfield will accommodate the appropriate space needed for the age groups.

2. That the Sportsplex Field be turned into the main soccer field. This would keep the entire area 'kid focused' with soccer, the playground, as well as the pool in the summer.

For now, this field will need to be used in the evenings for baseball until we can plan for lights at the Glendale field. The current netting around the field will be repaired, for this season. If this area remains the main ballfield the current netting will need to be replaced and expanded. The cost for this is close to \$30,000.00.

Even with the netting repaired and/or replaced, there are still concerns of baseballs landing in the playground. With games only being played there later in the evenings it reduces the risk of someone in the playground area being injured, with eventually eliminating all baseball games from that area.

3. That the ballfield at the Trout Creek Community Centre be expanded by moving

the fence back to make it a larger area, thus making it the second field. For this year the fencing will be fixed, the field dragged as needed and sand added as needed. It will be the main field for kids T-ball.

With these changes I believe it would make it easier for some of the events to fully utilize what we have within the Municipality.



## MEMO TO COUNCIL

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

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### **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 15 and Tuesday, August 12; 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: Clerk, A. Quinn  
Re: Deputy Fire Chief and additional Fire Department appointments

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### **RECOMMENDATION:**

That Council adopts Bylaw 2025-15 to appoint Bill Booth as Deputy Fire Chief; and further accepts this memo outlining appointments made by the Fire Chief for additional Municipality of Powassan Fire Department positions as set out in Bylaw 2025-13.

### **ANALYSIS:**

As per the Bylaw 2025-13 to Establish and Regulate a Fire Department, Fire Chief R. Giesler would like to appoint Bill Booth as the Deputy Fire Chief.

The following are additional appointment positions, but are not required to be done by Bylaw:

Station Chief Station 1:	Trevor Tennant
Station Chief Station 2:	Jeff Conrad
Training Officer:	Riley Anderson
Captains:	Barry Lamb
	Mike Wagner
	Ron Reynolds
	Troy Hurrell

Michael McGregor was appointed Fire Prevention Officer under Bylaw 2024-24.

# **THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

## **BYLAW NUMBER 2025-14**

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A Bylaw of The Corporation of the Municipality of Powassan to regulate and govern animals including exotic animals within the Municipality

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**WHEREAS** Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 (“The Municipal Act, 2001”) provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under the Act;

**AND WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

**AND WHEREAS** Section 10 (2) of the Municipal Act, 2001, S.O. 2001, c. 25 provides that a single-tier municipality may pass bylaws respecting matters including animals;

**AND WHEREAS** Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that a single-tier municipality may pass bylaws respecting matters within the spheres of jurisdiction set out therein;

**AND WHEREAS**, the Council of The Corporation of the Municipality of Powassan deems it expedient to enact a bylaw to license, regulate and govern animals, including exotic animals within the Municipality;

**NOW THEREFORE**, the Council of The Corporation of the Municipality of Powassan enacts as follows:

### **1. DEFINITIONS**

For the purpose of this Bylaw:

1.1. “AGGRESSIVE DOG” - means a dog which, in the opinion of the Municipal Law Enforcement Officer or their designate, has demonstrated excessive and/or unprovoked aggression, or is of a threatening disposition causing concern for public safety.

1.2. “ANIMAL” - means any non-human vertebrate or invertebrate, and includes but is not limited to reptiles, arachnids, domestic animal including but not limited to canines and felines, domestic fowl, an animal raised for commercial purposes, an animal kept as a working animal or for hobby purposes such as breeding, showing or sporting, a household pet, an exotic animal, livestock, pigeons, wild animals and birds, but excludes ducks, geese, swans or other animals that naturally inhabit an urban centre, a park, environmentally protected land or open space.

1.3. “COMPETENT PERSON” - means a person having the strength and capacity to securely control a dog to not permit or allow unwanted contact with another person or animal.

1.4. “DOG” - means any member of the species *Canis Familiaris*.

1.5. “DOG OFF LEASH RECREATION AREA” – means a specific confined area designated by Council, from time to time, where a dog owner is permitted to allow their dog to run at large and is not required to leash such dog.

1.6. “DOMESTIC CAT” - shall mean a feline which would customarily share human habitat, and which would normally be considered dependent on humans for food and shelter. Shall not include a feline considered to be wild or indigenous to a species which would normally be considered wild.

1.7. “DOMESTIC FOWL” – means any feathered vertebrate animal living in or near the habitations of humans and not being wild; shall include, but not be limited to hens, chickens, ducks, geese, turkeys but shall not include pigeons, songbirds or vertebrates commonly kept as domestic pets such as parrots, budgies, cockatiels etc.

1.8. “GRANDFATHERED” – means the lawful keeping of any animal, currently prohibited under the provisions of this Bylaw, provided such animal was lawfully kept prior to the prohibition and where the keeping of such animal has been uninterrupted for any period of time since the prohibition.

1.9. “HERDING DOG” – means a dog that has been trained and is actively being used in a bona fide farming operation for the purpose of controlling livestock.

1.10. “IMPOUND” – means to confiscate, confine, hold or take possession.

1.11. “KENNEL” – means a place or confine where pure breed dogs are bred and/or raised and registered in the register for the Canadian Kennel Club but may include the boarding or temporary housing of domestic animals.

1.12. “LIVESTOCK GUARDIAN DOG” (LGD) – means a dog that works with domestic farm animals for protection from predators and is used exclusively for that purpose.

1.13. “MUNICIPALITY” – means The Corporation of the Municipality of Powassan.

1.14. “MUNICIPAL LAW ENFORCEMENT OFFICER” – means a person appointed under the authority of the Police Services Act for the purpose of enforcing bylaws.

1.15. “OWNER” – means any person who owns, possesses, harbours or has custody of an animal and, where the owner is a minor, the person responsible for the custody of the minor. Shall also include a person who is temporarily the keeper of the animal.

1.16. “PHYSICALLY DISABLED PERSON”– means a person with any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes a brain injury, any degree or paralysis, amputation, lack of physical co-ordination, blindness or

visual impediment, or physical reliance on a dog guide or other animal or in a wheelchair or other remedial appliance or device including but not limited to crutches or braces.

1.17. “POLICE WORK DOG” – means a dog trained to aid law enforcement officers and is being used for police work purposes.

1.18. “POUND” – means premises that are used for the confinement, maintenance or disposal of animals that have been impounded pursuant to this Bylaw.

1.19. “POUNDKEEPER” – means such person, service or agency designated or appointed to maintain and administer the premises and facilities operated as a pound.

1.20. “PROOF” – means documentation signed by a qualified veterinarian attesting to the age and breed of the animal together with vaccination history, the name and address of the qualified veterinarian administering such medical services and the dates such services were administered, all documentation submitted shall be to the satisfaction of the Municipality.

1.21. “PUREBRED DOG” – means a breed of dog officially recognized by the Canadian Kennel Club or other competent authority.

1.22. “REGISTER / REGISTRATION” – means to register your dog or cat pursuant to the requirements in this Bylaw.

1.23. “REGISTRATION FEE” – means a fee charged by the Municipality for a dog or cat tag where such dog or cat has not previously been registered by the current owner in the Municipality of Powassan.

1.24. “RESIDENTIAL DWELLING UNIT” – means a suite of rooms used or intended to be used as a housekeeping unit by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

1.25. “RUNNING AT LARGE” – means an animal found in any place other than the premises of the owner or person having care, custody or control of the animal and not secured by a leash.

1.26. “SECURE FENCING” – means a fencing of adequate height, size, gauge, and maintained in order to prevent the intended animal from exiting the property, either from jumping over, digging under, or any other means. Gates must be equipped with self-closing and self-latching devices, and locks should be located outside or inside the gate at the owner's discretion.

1.27. “SERVICE DOG” – means a dog that has been certified by a nationally recognized organization or association in aiding a person by means of, guiding, hearing or providing the necessary emotional therapy to a person with a disability or impairment.

1.28. “SOCIETY” – means the Ontario Society for the Prevention of Cruelty to Animals

1.29. “UNINTERRUPTED” – means that the animal has not been sold, has not expired, has not been given away, has not been away from the applicant owner within the limits of

the Municipality, or has not resided together with the applicant owner or otherwise outside the limits of the Municipality for a period of time exceeding 60 days.

1.30. “VISUALLY IMPAIRED” - means a person that possesses vision of less than 6/60 on a Snellen Acuity Test in their better eye after the best possible correction or has a field vision of acuity of less than 20 degrees.

## **2. DOG TAG REGISTRATION**

2.1. Every owner of a dog over the age of six (6) months shall make application to register the dog with the Municipality, or its agent, and provide particulars pertaining to the dog and its owner in order to facilitate the registration of such dog.

2.2. Every owner of a dog shall pay to the Municipality a registration fee in accordance with the fees established and set out in the Municipality’s Fees Bylaw.

2.3. Every owner of a dog shall, upon application to register a dog, or as otherwise required by the Municipality, produce proof that the dog has current inoculation with a rabies vaccine at the time of application for such dog tag or certify at the time of application that the dog has current inoculation with a rabies vaccine.

2.4. The Municipality shall not issue a dog tag until the applicable registration fee has been paid in full and proof or owners’ certification of inoculation with a rabies vaccine has been provided to the satisfaction of the Municipality.

2.5. Where proof or owner’s certification of inoculation has been provided, the registration fee has been paid and necessary application information has been received for the registration of such dog, the Municipality shall issue for each dog, a serially numbered tag and shall cause such information, as provided, to be recorded.

2.6. Every owner shall affix to their dog a valid tag issued by the Municipality in accordance with this Bylaw and shall keep such tag affixed on the dog at all times when the dog is not on the owner’s property.

2.7. No tag or registration shall be transferable, and the tag shall become void upon the sale, death or other means of disposal of the dog so registered, including but not limited to relocating the dog’s home outside the geographical boundaries of the Municipality.

2.8. Every tag issued by the Municipality shall be renewed annually before the first day of January.

## **3. REPLACEMENT DOG TAG**

3.1. Every owner of a dog, having lost the dog’s registration tag shall immediately make application to the Municipality and pay to the Municipality a replacement fee in accordance with the fees established and set out in the Municipality’s Fees Bylaw for the replacement of such tag, and shall, upon request, provide any information as may be required by the Municipality.

#### **4. NUMBER OF DOGS**

4.1. No owner shall have more than three (3) dogs in any residential dwelling unit, or any structure used for commercial, industrial or institutional purposes within the Municipality.

Section 4 (1) does not apply to:

- a) the operation of a kennel licensed under the provisions of this Bylaw and operated for the purposes of breeding or boarding animals;
- b) an animal hospital owned and operated by a veterinarian licensed by the Ontario Veterinarian Association;
- c) a pet store licensed in accordance with the provisions of municipal bylaws;
- d) a shelter or pound of the Ontario Society for the Prevention of Cruelty to Animals or local Humane Society;
- e) dogs under the age of six (6) months; or
- f) A bona fide farmer to a maximum of six (6) Herding Dogs and/or Livestock Guardian Dogs on an operating farm property.

#### **5. CONTROL OF DOGS**

5.1. No owner of a dog shall allow their dog to run at large.

5.2. Notwithstanding Article subsection 5.1, no owner of any dog shall allow their dog to run at large in a Dog Off Leash Recreational Area as defined in this Bylaw, unless:

- a) a Municipality of Powassan dog tag is affixed to the dog, and,
- b) a current rabies vaccination tag is affixed to the dog.

5.3. No owner of a dog shall allow their dog to trespass on private property even when on a leash.

5.4. No person shall allow a leash to extend beyond a length of six (6) feet and such leash must be held or restrained by a competent person who can reasonably control the dog.

5.5. No owner shall leave a dog unattended within any permitted public park area.

5.6. A dog shall not be considered running at large if it is:

- a) a police dog as defined in this Bylaw
- b) is a Herding or Livestock Guardian Dog actively engaged in the performance of their trained duty; or,
- c) for training under the full control of its owner or designate and does not pose a threat to public safety.

5.7. Any dog found running at large pursuant to the provisions of this Bylaw may be impounded by any Municipal Law Enforcement Officer or other duly appointed officer and delivered to the Pound.

5.8. Any person may capture any dog running at large on their property and deliver the same to a Municipal Law Enforcement Officer or other duly appointed officer, who may impound the said dog.

5.9. A Municipal Law Enforcement Officer or other duly appointed officer may enter on any public property, or on private property with the consent of the owner or tenant of the property, for the purpose of impounding or otherwise detaining any dog found running at large pursuant to the provisions of this Bylaw.

5.10. Every owner of a dog shall immediately remove any excrement left by such dog on public or private lands not being the property of the dog owner, within the Municipality, and shall dispose of such excrement in a sanitary manner.

5.11. Notwithstanding Section 5.10., proof that the owner is either a visually impaired person or a physically disabled person shall constitute a defense to the prosecution of such an offence.

## **6. CONTROL OF AGGRESSIVE DOGS**

6.1. Where a dog has been declared an aggressive dog by the Municipal Law Enforcement Officer or a Court of a competent jurisdiction the owner of the dog shall restrain the dog at all times.

6.2. Where a dog has been declared aggressive as per Section 6.1, and that dog is on the property of the owner, the owner of the dog shall restrain such dog by ensuring that:

- a) the dog is secured so as to meet its environmental needs and in such a manner with secured fencing, as to prevent the dog from leaving the owners property; and,
- b) such fencing prevents the dog from having contact with any person who has not consented to being in contact with the dog.

6.3. Where a dog has been declared aggressive as per Section 6.1 and that dog is at a place other than the property of the owner, the owner of the dog shall restrain such dog by ensuring that:

- a) the dog is leashed and muzzled in accordance with the provisions of this Bylaw; and,
- b) the dog is under the control of the owner at all times so as to prevent the dog from having any contact with any person who has not consented to being in contact with the dog.

## **7. DOG BITES OR ATTACKS**

7.1. Where a dog has bitten or attacked any person or domestic animal or is alleged to have bitten or attacked any person or domestic animal, the Municipal Law Enforcement Officer or other duly appointed officer may issue an Order to the owner of the dog requiring that the dog be kept muzzled at such times as set out in the Order. Such Order shall set out the conditions of muzzling and the owner of the dog shall comply with all conditions of the Order. The Order shall remain in effect until an action under the provisions of the Dog Owners' Liability Act has concluded or until it is deemed by the Municipal Law Enforcement Officer or other duly appointed officer that the dog in question is otherwise innocent of such a bite or attack.

7.2. Where a dog has bitten or attacked any person or domestic animal, a proceeding may be commenced by the Municipality against the owner of the dog to seek an Order of the Court necessary for the protection of the public under the provisions of the Dog Owners' Liability Act, R.S.O. 1990, c. D.16 and any amendments thereto.

## **8. UNSANITARY CONDITIONS PROHIBITED**

No Person shall keep an Animal in an unsanitary condition within the Town. Conditions shall be considered unsanitary where the keeping of the Animal results in an accumulation of fecal matter, an odour, insect infestation or rodent attractants which endanger the health of the Animal or any Person, or which disturb or are likely to disturb the enjoyment, comfort or convenience of any Person in or about any dwelling, office, hospital or commercial establishment.

## **9. SEIZING AND IMPOUNDING**

9.1. A Pound shall be established which complies with the Animals for Research Act, R.S.O. 1990, c. A.22, the Ontario S.P.C.A. Act, R.S.O. 1990, c. O.36, 59/09, 60/09 as well as Regulations of the Ministry of Agriculture and Food, and under the care and control of the Pound keeper, whose duty it shall be to impound all dogs found running at large contrary to this Bylaw which have not been returned to their owner and brought to them and to dispose of the same in accordance with the Animals for Research Act. The Pound keeper shall keep a record and report as required to the Municipal Clerk of all dogs impounded, how they were disposed, the amount collected for impound fees, and the proceeds of sales.

9.2. It shall be the duty of the Municipal Law Enforcement Officer or other duly appointed officer, to impound or otherwise detain all dogs running at large pursuant to this Bylaw and,

- a) impound the dog and then return the dog to the owner, if known; or,
- b) impound the dog, subject to the right of the owner to redeem the dog.

9.3. The owner or agent of the owner may:

- a) redeem the dog upon payment of any registration fee and/or other applicable fees; or,
- b) redeem the dog from the pound within five (5) days (exclusive of statutory holidays and Sundays) after the date of impound. Any owner redeeming a dog from the pound shall pay all applicable registration fees, impound fees, animal control service fees and maintenance fees as established and set out in the Municipality's Fees Bylaw and all other fees associated with the impounding of the dog, prior to the release of such dog by the pound to the owner.

9.4. If the dog is not redeemed from the pound within the time set out in Section 8.3, the dog shall become the property of the pound keeper who may sell the dog or dispose of it as the pound keeper deems fit, and in either event aforesaid, no damages or compensation shall be recovered by the owner on account of the disposition of the dog.

9.5. It shall be the duty of the Pound keeper to care for all animals after they have been impounded pursuant to the Animals for Research Act, R.S.O 1990, c. A.22 or any other applicable Act, as may be amended.

9.6. All impound fees and maintenance fees shall be retained by the Pound keeper or as prescribed under contract.

9.7. All registration fees and animal control services fees collected on behalf of the Municipality by any authorized agent shall be remitted to the Municipality monthly, along with any monthly reports.

9.8. Any unpaid fees or charges, included interest on the unpaid balance will be added to the dog owner's property tax roll as per the User Fees Bylaw.

## **10. DOGS RUNNING AT LARGE - INJURED**

10.1. Where an injured dog is detained for running at large and requires the immediate services of a qualified veterinarian or should be destroyed due to such injuries without delay for humane reasons, the Municipal Law Enforcement Officer or other duly appointed officer may deliver the injured dog to a qualified veterinarian for care or to euthanize the dog as soon after impounding or otherwise detaining the dog as they think fit and shall notify the owner, if known. Where such injured dog has been delivered to a qualified veterinarian for care, the owner of the dog shall be responsible for any and all costs or charges associated with the services provided by the veterinarian. No damages or compensation shall be recoverable by the owner or any other person.

If the injured dog is not claimed by the owner or their agent, the dog will be placed in an animal rescue or fostering facility.

## **11. KENNELS**

11.1. All new kennels subsequent to the passage of this Bylaw must comply with the regulations outlined in this Schedule prior to getting a license. Existing, non-conforming licensed kennels are ‘grandfathered’.

11.2. Any new applicant for a kennel license, not previously issued, must first obtain confirmation that the property location of such kennel complies with the requirements of the Municipality’s Zoning Bylaw. Kennels are only a permitted use in rural zones within the municipality. Notice of the application shall be given to all assessed owners of property lying within a 2.2 km radius of the applicant’s proposed kennel location. Property owners within this defined area shall be given the opportunity to comment on the granting of a kennel license. The granting of the license will be determined by Council, in conjunction with the Municipal Law Enforcement Officer or other duly appointed officer. All kennels shall also be governed by the Code of Practice for Canadian Kennel Operators.

11.3. No kennel shall operate within the Municipality without a Municipal Kennel License and all dogs in a kennel must have some form of id (i.e. microchip, tattoo or a license/tag) and proof of their rabies vaccination.

11.4. Only one Registered Commercial Kennel license will be issued per location.

11.5. Where an existing Kennel ceases to exist for a period of one (1) year, or the owner fails to pay the licensing fee as per Schedule “A” of this Bylaw, the use will be deemed to have been discontinued. Refunds for partial year operations will not be issued.

11.6 If the ownership of the property of an existing Kennel changes, the new owner must apply for a new Kennel licence. If the property was non-conforming and ‘grandfathered in’ the new applicant must follow proper procedure to meet the Municipality’s Zoning Bylaw which may include an application for a Zoning Amendment.

11.7. Every person operating a Kennel which has been approved by the Municipal Law Enforcement Officer or other duly appointed officer for the Municipality of Powassan, shall annually and not later than April 1st in each year apply to obtain a license from the municipality to operate a Kennel and shall pay the license application fee set out in Schedule “A” to this Bylaw. An inspection by the Municipal Law Enforcement Officer and/or designate shall be made as required, but at a minimum of every year. Upon a successful inspection being done, a kennel license will be issued and tags issued for each dog who is not micro chipped or tattooed.

11.8. No new Kennels shall be permitted to operate or be licensed within the Municipality of Powassan unless they are situated in a Rural (RU) Zone on a lot of five (5) acres or greater and conform to all the regulations outlined in this Bylaw and any other applicable building or zoning bylaws of the Municipality.

11.9. A Kennel shall be constructed in such a manner that:

- a) the building shall conform to the Ontario Building Code Act that was in place at the time of construction, and be maintained in such a manner as to be free from damage;
- b) the building shall be separated and enclosed and shall not be attached to a dwelling unit or any other building which is or can be used for human habitation;
- c) the building shall have a floor of concrete or other impermeable material and shall have a drain opening constructed as a plumbing fixture, and such floor shall be thoroughly cleaned daily, or more often if necessary;
- d) the building shall be maintained in a sanitary, well ventilated, clean condition and free from offensive odors;
- e) outside runs and inside pens must be provided for each canine housed;
- f) outdoor facilities must include a securely fenced area of sufficient size for the breed(s) and number of dogs on the premises to run in and must include areas of shade and shelter;
- g) Secure Fencing shall be of a design that will reasonably deter children from climbing it to gain access to the fenced in area and that will secure the enclosed dog from digging or jumping its way out of or otherwise escaping from the enclosed yard. If a fence contains an opening for access, the opening shall be closed with a gate(s) which shall provide protection equivalent to the fence and shall be equipped with self-closing, self-latching devices, and located at the top of the gate(s). Locks shall be located outside or inside of the gate(s) at the owner's discretion;
- h) feces/waste may be disposed of either on-site, in a manner that does not attract vermin or flies, which may be a contributing factor to illness with dogs, or alternatively at the Municipal Landfill. Disposal at the Landfill must follow Waste Management Bylaw 2023-17;
- i) the building shall have windows that may be opened for proper ventilation OR have a mechanical ventilation device in working order which changes the air at least two (2) times each hour;
- j) in-house kennels must have sufficient indoor and outdoor facilities to ensure that the dogs can be provided with appropriate exercise and socialization;

11.10 All canines shall be:

- a) maintained in secure, sanitary, well-bedded, well-ventilated, naturally clean quarters which are maintained and kept at a healthful temperature at all times;
- b) kept in appropriate, adequately sized pens/cages, when crated for periods of time or overnight, that allow the animal to extend its legs to their full extent, to stand or sit, to turn around or lie down in a fully extended position; and, constructed solely of metal, wire, wood, and concrete blocks with impermeable concrete floors; and,

c) adequately fed and watered periodically each day and kept in a clean and healthy condition free from vermin and disease;

d) alleyways and service aisles between pens and cages must be wide enough to permit safe and efficient movement of people, animals, and equipment;

e) the base of any outside pen shall be covered with a minimum three (3) to (4) inches of suitable stone or constructed of impermeable concrete. The perimeter and dividing individual runs of such an area shall be constructed with a galvanized chain link or welded mesh fence having a minimum height of six (6) feet and shall be deemed part of the building. All fences must comply with the regulations set out in Section 1.24 of this Bylaw. Outside runs will be no less than four (4) feet in width and no less than ten (10) feet in length and shall be fenced.

11.11. For safety purposes, an evacuation plan should be posted on site, and in all in-house kennels. All kennels should be able to be evacuated quickly in an emergency. The number of dogs kept should be limited to that which can easily and safely be transported for any emergency evacuation by the people on site.

11.12. The Municipality of Powassan may suspend or revoke a kennel license issued to any individual/licensee who:

a) has past breaches of this Bylaw, or

b) has failed to comply with the requirements of:

(i) this Bylaw or other applicable bylaws of the Municipality of Powassan; or,

(ii) any other Municipal Corporation or of any statute, order-in-Council or Regulation of the Legislature of the Province of Ontario; or,

(iii) the Parliament of Canada or any Agency, Board or Commission thereof, in, upon or in connection with the operation of a Kennel or in relation to which such license was issued; or,

(iv) has any outstanding fines imposed under the Provincial Offences Act R.S.O. 1990 Chapter P.33, as amended, for the contravention of any provision of this Bylaw or any other Municipal bylaw or Provincial statute where such fine is associated with an offence arising out of the conduct, operation or activity within or in conjunction with the Kennel.

## **12. ANIMAL CONTROL SERVICE FEES**

12.1. Where a Municipal Law Enforcement Officer or other duly appointed officer impounds or otherwise detains a dog found running at large, contrary to the provisions of this Bylaw, and the owner of such dog is known, the Municipal Law Enforcement Officer or other duly appointed officer may return the dog to the owner.

12.2. Where the dog is returned to the owner, the Municipal Law Enforcement Officer or other duly appointed officer may issue an Animal Control Services Fee to the owner of the dog and the owner of the dog shall pay such fee as established and set out in the

Municipality's User Fees Bylaw. Such fee shall be paid to the Municipality within seven (7) days of the return of the dog to the owner.

12.3 Unpaid Fees and Charges, including any interest on the unpaid balance will be added to the tax roll of the owner as per the User Fees Bylaw.

### **13. RABIES**

13.1. Where any animal is suspected of rabies, the Health Protection and Promotion Act, R.S.O. 1990, c. H.7 and any amendments shall apply.

13.2. Where a dog has bitten or attacked any person or animal, and where such dog, in the opinion of the Municipal Law Enforcement Officer or other duly appointed officer, is displaying symptoms of rabies and the dog is believed to be a danger or threat of danger to the safety of any person as a result of suspected rabies, the Municipal Law Enforcement Officer or other duly appointed officer may immediately kill the dog found running at large without notifying any person or without permitting any person to reclaim the dog or without offering it for sale. No damages or compensation shall be recovered by the owner or any person on account of its killing regardless of whether the results of any rabies tests are positive or not.

13.3. Where an animal other than a dog, is, in the opinion of the Municipal Law Enforcement Officer or other duly appointed officer, believed to be rabid and is believed to be a danger or threat of danger to the safety of any person as a result of suspected rabies, the Municipal Law Enforcement Officer or other duly appointed officer may immediately kill the animal without notifying any person or without permitting any person to reclaim the animal or without offering it for sale. No damages or compensation shall be recovered by the owner or any other person on account of its killing regardless of whether the results of any rabies tests are positive or not.

### **14. CAT REGISTRATION**

14.1. An owner of a cat over the age of six (6) months may make application to register the cat with the Municipality or its agent. An owner of a cat choosing to make application shall provide particulars pertaining to the cat and its owner in order to facilitate the registration of such cat.

14.2. The owner of a cat choosing to make application to register a cat shall pay to the Municipality a registration fee in accordance with the fees established and set out in the Municipality's User Fees Bylaw.

14.3. An owner of a cat shall, upon choosing to make application for a cat tag, or as otherwise required by the Municipality, produce proof that the cat has current inoculation

with a rabies vaccine at the time of application for such cat tag or certify at the time of application that the cat has current inoculation with a rabies vaccine.

14.4. The Municipality shall not issue a cat tag until the applicable fees have been paid in full and proof or owners' certification of inoculation with a rabies vaccine has been provided to the satisfaction of the Municipality.

14.5. Where proof or owner's certification of inoculation with a rabies vaccine has been provided, all applicable fees have been paid, and the necessary application information has been received for the registration of such cat, the Municipality shall issue for each cat, a serially numbered tag and shall cause such information, as provided, to be recorded.

14.6. Every owner of a cat, who has obtained a tag from the Municipality, should affix such tag to their cat and should keep such tag affixed on their cat at all times when the cat is not on the owner's property.

14.7. No tag or registration shall be transferable, and the tag shall become void upon the sale, death or other means of disposal of the cat so registered including but not limited to relocating the cat's home outside of the geographical boundaries of the Municipality.

## **15. REPLACEMENT CAT TAG**

15.1. Every owner of a cat who has chosen to obtain a cat tag and having lost the cat tag can make application to the Municipality and pay to the Municipality a replacement fee in accordance with the fees established and set out in the Municipality's User Fees Bylaw for the replacement of such tag, and shall, upon request, provide any information as may be required by the Municipality.

## **16. NUMBER OF DOMESTIC CATS**

16.1. No person shall have more than six (6) cats in any residential dwelling unit within the Municipality.

16.2. Section 16.1. does not apply to:

- (a) a premises licensed under the provisions of municipal bylaw and operated for the purpose of breeding or boarding;
- (b) an animal hospital owned and operated by a veterinarian licensed by the Ontario Veterinarian Association;
- (c) a pet store licensed in accordance with the provisions of municipal bylaws;
- (d) a shelter or pound of the Ontario Society for the Prevention of Cruelty to Animals or local Humane Society; or,
- (e) cats under the age of six (6) months.

## **17. CONTROL OF CATS**

17.1. No owner of a cat shall allow their cat to run at large.

17.2. No owner of a cat shall allow their cat to trespass on private property even when on a leash.

17.3. No owner of a cat shall allow a leash to extend beyond a length of six (6) feet and such leash must be held or restrained by a competent person who can reasonably control the cat.

17.4. Any person may capture any cat running at large on their property and may contain such cat for delivery to the Municipal Law Enforcement Officer or other duly appointed officer, who may impound the said cat.

17.5. For the purpose of this section “contain” shall include but not be limited to the cat being held within a container such as a cat carrier or a small room in the home not occupied by obstructions so as to prevent the Municipal Law Enforcement Officer or duly appointed officer from retrieving the cat.

17.6 Every person capturing a cat running at large on their property shall, following the capture of the cat for delivery to the Municipal Law Enforcement Officer or other duly appointed officer, ensure that the cat is provided with the necessities of life including but not limited to food, water and shelter until such time as the animal is received by the Municipal Law Enforcement Officer or other duly appointed officer.

## **18. SEIZING AND IMPOUNDING OF CATS**

18.1. A Pound shall be established which complies with the Animals for Research Act, the Ontario S.P.C.A. Act as well as Regulations of the Ministry of Agriculture and Food, and under the care and control of the Pound keeper, whose duty it shall be to impound all cats delivered found to be running at large contrary to this bylaw which are brought to him and which have not been returned to their owner, to dispose of the cats in accordance with the Animals for Research Act. The Pound keeper shall also keep a record and make return as required to the Municipal Clerk of all cats impounded and how disposed of the amount collected for impound fees and the proceeds of sales.

18.2. It shall be the duty of the Municipal Law Enforcement Officer or other duly appointed officer, to impound or otherwise dispose of all cats found running at large pursuant to Section 18.1. by:

- (a) impound the cat and then return the cat to the owner, if known; or,
- (b) impounding the cat, subject to the right of the owner to redeem the cat.

18.3. The owner may:

- (a) redeem the cat and upon return of the cat to the owner, make payment of any applicable fees; or,

(b) redeem the cat from the pound within five (5) days (exclusive of statutory holidays and Sundays) after the date of impound. Any owner redeeming a cat from the pound shall pay all applicable impound fees and maintenance fees as established and set out in the Municipality's User Fees Bylaw and all other fees associated with the impounding of the cat, prior to the release of such cat.

18.4. If the cat is not redeemed from the pound within the time set out in Section 17.3., the cat shall become the property of the Pound keeper who may sell the cat or dispose of it as they deem fit, and in either event aforesaid, no damages or compensation shall be recovered by the owner on account of the disposition of the cat.

18.5. Any unpaid fees or charges, included interest on the unpaid balance will be added to the cat owner's property tax roll as per User Fees Bylaw.

## **19. EXOTIC ANIMALS**

19.1. No person shall own, harbour, possess, keep, sell, or offer for sale any animal listed below as a pet or for any other purpose or for any period of time:

- (a) all non-human primates (such as gorillas and monkeys);
- (b) all felids, except the domestic cat;
- (c) all canids, except the domestic dog;
- (d) all mustelids (including but not limited to skunks, weasels, otters, badgers, etc. but not including the domestic ferret);
- (e) all procyonidae (including but not limited to racoons);
- (f) all marsupials (including but not limited to kangaroos and opossums);
- (g) all bats;
- (h) all ursids (bear);
- (i) all hyaenas;
- (j) all snapping turtles;
- (k) all elephants;
- (l) all snakes of the families pythonidae and boidae;
- (m) all poisonous or venomous snakes;
- (n) all poisonous or venomous arachnids (including but not limited to spiders);
- (o) all poisonous or venomous lizards;
- (p) all crocodilians (including but not limited to alligators and crocodiles);or,
- (1) any endangered species as defined by the Canadian Wildlife Service. 17.2.0.0.0

19.2. Notwithstanding subsection 19.1., the prohibition shall not apply to:

(a) circuses;

(b) premises operated by the Ontario S.P.C.A. or local Humane Society;

(c) a veterinary hospital under the control of a licensed veterinarian;

(d) anyone holding a licence under any statute of the Legislature of Ontario or the Government of Canada, which permits the keeping of animals under stated conditions;

(e) any animal being displayed or exhibited for a set period of time in a municipally sanctioned event which is operated in accordance with all bylaws of the municipality; or,

(f) the premises of an Institution of Education where such animals are being kept for research, study or teaching purposes, or on premises registered as Research Facilities under the Animals for Research Act, R.S.O. 1990, c. A.22, as amended.

## **20. ANIMALS - OTHER**

20.1. No person shall keep any fox(es) within the limits of the Municipality, except in a licensed zoological park or menagerie.

20.2. No person shall keep any mink within the limits of the Municipality, except in a licensed zoological park or menagerie.

20.3. Domestic animals, not including dogs, cats, and domestic fowl as defined by this Bylaw, must be contained, when not kept indoors, within the owner's property by means of Secure Fencing or other reasonable method including but not limited to pens and flight cages so as to not disturb or hinder any neighbouring properties from the enjoyment of such property.

## **21. EXEMPTIONS**

21.1. The Municipal Law Enforcement Officer or the Clerk of The Corporation of the Municipality of Powassan may grant an exemption to any person from any provision of this Bylaw and impose conditions for such exemption as may be considered reasonable and necessary, provided such exemption does not interfere with the general integrity of this Bylaw.

## **22. ENFORCEMENT**

22.1. A Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer, or other duly appointed individual shall enforce the provisions of this Bylaw.

22.2. No person shall obstruct, hinder, or otherwise interfere with a Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer or other duly appointed individual in the lawful carrying out of their duties and responsibilities under the provisions of this Bylaw.

22.3. If a Municipal Law Enforcement Officer is satisfied that this Bylaw has been contravened, the Officer may make an order known as an Order to Discontinue Activity, requiring the person who contravened the Bylaw, or who caused or permitted the contravention, to discontinue the contravention. An Order to Discontinue Activity shall set out:

- (a) the address of the property on which the contravention occurred;
- (b) the date of the contravention;
- (c) the reasonable particulars of the contravention of the Bylaw; and,
- (d) the date by which there must be compliance with the order.

22.4. The Order to Discontinue Activity may be served personally on the person to whom it is directed or by regular mail to the last known address of that person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation can be effected by registered mail to the corporate mailing address.

22.5. Pursuant to section 436 of the Municipal Act, 2001, an Officer may enter onto Land at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- (a) this Bylaw is being complied with;
- (b) a direction or order of the Municipality made pursuant to the Municipal Act, 2001 or any successor thereof or made pursuant to a bylaw of the Municipality is being complied with; or
- (c) an order made pursuant to Section 431 of the Municipal Act, 2001 which prohibits the continuation of repetition of an offence is being complied with.

## **23. SEVERABILITY**

23.1. Should any section of this Bylaw be declared by a Court of competent jurisdiction to be ultra vires or illegal for any reason, the remaining parts shall nevertheless remain valid and binding and shall be read as if the offending section or part had been struck out.

## **24. PENALTIES**

24.1. Every person who contravenes any provision of this Bylaw is guilty of an offence under the provisions of the Provincial Offences Act, R.S.O 1990, c P.33, as amended, and is liable on conviction to a penalty not exceeding \$5,000, exclusive of costs, subject to the provisions of the Act.

24.2. When a person has been convicted of an offence under this Bylaw:

(a) the Ontario Court of Justice, or

(b) any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

## **25. REPEAL**

That Bylaw 2020-14 regarding dogs be repealed.

That Bylaw 2013-27 regarding large animals be repealed.

That Bylaw 2006-34 regarding cats be repealed.

## **26. FORCE AND EFFECT**

THAT this Bylaw shall come into force and take effect immediately upon passing.

**READ** a **FIRST** and **SECOND** time on the 20<sup>th</sup> day of May 2025 and to be **READ** a **THIRD** and **FINAL** time and considered passed as such in open Council on the 3<sup>rd</sup> day of June 2025.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

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MAYOR

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CLERK

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**SCHEDULE "A"**

**Animal Control Fees**

Spayed/Neutered, First Dog:	\$ 16.00
Spayed/Neutered, Each Additional Dog:	\$ 21.00
Unaltered, First Dog:	\$ 26.00
Unaltered, Each Additional Dog:	\$ 37.00
Spayed/Neutered, First Cat:	\$16.00
Spayed/Neutered, Each Additional Cat:	\$21.00
Unaltered, First Cat:	\$26.00
Unaltered, Each Additional Cat:	\$37.00
Kennel Licence (fewer than 10 dogs):	\$160.00
Kennel Licence (11 or more dogs):	\$260.00
Replacement of lost tag:	\$ 5.00
Bail – First Offence:	\$ 30.00
Second Offence:	\$ 50.00
Third and Subsequent Offences:	\$ 75.00
Impound Fees (per day):	\$ 25.00

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**SCHEDULE "B"**

**Provincial Offences Fines**

<b>ITEM</b>	<b>COLUMN 1</b>  Short Form Wording	<b>COLUMN 2</b>  Provision Creating or Defining the Offence	<b>COLUMN 3</b>  Set Fine
1	Owner fails to purchase required dog licence	2.1	\$100
2	Owner possess more than three dogs per household	4.1	\$100
4	Owner permit dog to be at large	5.1	\$100
5	Owner permit dog to trespass on private or public property	5.3	\$100
6	Owner fails to leash dog on public property/roadway	5.4	\$100
7	Owner fails to pick up excrement forthwith	5.10	\$100
8	Owner of a restricted dog fail to confine dog/prevent escape of restricted dog	6.2(a)(b)	\$300
9	Owner permit dog to attack person /domestic animal	7.1	\$500
10	Owner fails to keep dog in sanitary conditions	8.0	\$500
12	Owner possess more than six cats per household	16.1	\$100
13	Owner permit cat to be at large	17.1	\$100
14	Owner permit cat to trespass on private or public property	17.2	\$100
15	Own/harbour/possess/keep/sell/offer for sale any animal listed	19.1	\$500
16	Keep fox(es) within the limits of the Municipality	20.1	\$100
17	Keep mink(s) within the limits of the Municipality	20.2	\$100
18	Owner fails to secure any domestic animals, not including dogs, cats, domestic fowl	20.3	\$100
19	Interfere/Obstruct Municipal Law Enforcement Officer/Provincial Offences Officer/Police Officer or other appointed agent	22.2	\$500
20	Owner fail to comply with an order issued	22.3	\$500

# THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

## BY-LAW NO. 2025-15

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Being a Bylaw to appoint a Deputy Fire Chief  
for the Municipality of Powassan Fire Department

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**WHEREAS** pursuant to the Municipal Act, 2001, as amended, the Council of a municipality may appoint municipal employees to govern its affairs;

**AND WHEREAS** Section 6 (1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4, as amended provides that if a fire department is established for the whole or part of a municipality or for more than one municipality, the Councils of the municipalities shall appoint a fire chief for the fire department;

**AND WHEREAS** Section 6 (6) of the Fire Protection and Prevention Act 1997, S.O. 1997, Chapter 4, as amended provides that a fire chief may delegate his or her powers or duties under section 14, 19, and 20 and such other powers and duties as may be prescribed to any firefighter or class of firefighters, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation;

**AND WHEREAS** the Corporation of the Municipality of Powassan has enacted By-Law #2025-13 to establish a Fire Department, Section 6 of which outlines that Council shall appoint a Deputy Fire Chief who shall report to the Fire Chief as the second highest ranking Officer of the Fire Department and who, in the absence of the Fire Chief, shall have the powers and perform the duties of the Fire Chief;

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

1. That Bill Joe Booth is hereby appointed as Deputy Fire Chief of the Municipality of Powassan Fire Department.
2. That the appointment shall be effective upon adoption.
3. That the Deputy Fire Chief shall report directly to the Fire Chief.
4. That the powers and duties of the said Deputy Fire Chief shall be as set out respectively under the provisions of the said Ontario Fire Code and Fire Protection and Prevention Act, and every other Act and regulations authorized thereby, and any Bylaws approved by Council of the Municipality of Powassan.
5. That Bylaw 2020-29 be rescinded.
6. That this Bylaw shall come into force and effect on the date of passing.

**READ a FIRST and SECOND** time and considered **READ a THIRD and FINAL** time and adopted as such in open Council this 3<sup>rd</sup> day of June 2025 for the immediate wellbeing of the Municipality.

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Mayor

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Clerk

**Ministry for Seniors  
and Accessibility**

6th Floor, Suite 600  
College Park  
777 Bay Street  
Toronto ON M7A 2J4

**Ministère des Services aux  
aînés et de l'Accessibilité**

6<sup>e</sup> étage, bureau 600  
College Park  
777, rue Bay  
Toronto ON M7A 2J4

May 22, 2025

Ms. Kimberly Bester  
Deputy Clerk, The Municipality of Powassan  
250 Clark Street  
Powassan ON P0H1Z0

Sent by email: kbester@powassan.net

**Re: Seniors Active Living Centres Program – 2025-26 Confirmation of Funding**  
The Municipality of Powassan,

Case - 2025-01-1-3072710501, Program Identifier - 2154

Dear Kimberly Bester:

This letter confirms your Seniors Active Living Centres (SALC) Program funding for the 2025-26 fiscal year. I am pleased to inform you that your organization has been approved to receive up to:

- Operating funding: \$29,000
- Special Grant: \$4,420

The transfer payment agreement you have signed will be in effect as indicated in the agreement. This confirmation of funding letter forms part of the agreement (referred to as a “Funding Letter” in the agreement), so it is important to keep a copy of this letter with your agreement for audit purposes.

Operating funding is provided to your organization in accordance with the agreement and the Seniors Active Living Centres Program 2025-26 Program Guidelines. If you requested and were approved for a Special Grant, it will be issued shortly and is provided in accordance with the agreement and the 2025-26 Program Guidelines.

The ministry expects that SALC operators requested funding based on the level of programming they anticipated to be able to offer in 2025-26. All SALC operators must offer either remote programming (e.g., web or phone-based), in-person programming, or a combination of these formats.

SALC operators must obtain prior written ministry approval before making certain program changes, including significant changes to aspects of programming such as switching from remote to in-person, ceasing to offer programming, and changes to program expenditures, name, location or operator. Please refer to the 2025-26 Program Guidelines for more information and check with your ministry contact if you have questions about whether a particular change requires prior ministry approval.

As in previous years, SALC operators will be asked at the end of the fiscal year to confirm that SALC Program funding was expended in accordance with your approved funding request and the ministry’s 2025-26 Program Guidelines. SALC operators will be required to return any unspent ministry funds or funds spent on ineligible items as set out in the agreement.

It is also essential that operators keep track of funding from the province and the organization providing the 20% contribution separately. This ensures a report on the provincial funding and the 20% contribution is transparent to both the accounting firm that audits the operator (where applicable) and to the ministry.

Along with the final report, non-municipal operators are required to submit a copy of financial statements to the ministry. The type of financial statement required depends on the operator’s operating revenues, as outlined in the 2025-26 SALC Program Guidelines. Requirements for municipal SALC operators are also outlined in the 2025-26 Program Guidelines.

As part of the ministry’s audit requirements described in the 2025-26 Program Guidelines, soon after the end of each fiscal year as part of the final report process, you may be asked to provide a summary of invoices of your SALC program expenses. You may also be asked for copies of invoices to verify that SALC Program funding was

spent on eligible expenses. If you have questions about this process, please reach out to your ministry contact.

If you have not already done so, please send your ministry contact your proof of insurance for the 2025-26 fiscal year. Information about the insurance requirements can be found in section A10.0 of your transfer payment agreement.

If you have any questions about your grant obligations or funding, please reach out to your ministry contact.

Ontario is committed to providing the programs and services that seniors need to keep active and engaged and to reduce social isolation. We greatly appreciate your work to help Ontario's seniors stay active, healthy and connected.

Sincerely,

***Original signed by***

Ursula Lipski

Manager, Seniors Programs and Public Education Unit

cc: Jacqueline Belanger

Regional Development Advisor



Office of the Deputy Solicitor General  
Community Safety

Bureau du sous-solliciteur général  
Sécurité communautaire

25 Grosvenor Street, 11<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416-326-5060  
Fax: 416-327-0469

25, rue Grosvenor, 11<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416-326-5060  
Télec. : 416-327-0469

**DATE:** May 21, 2025

**MEMORANDUM TO:** CAOs and Mayors from Municipalities Billed under  
O. Reg. 413/23: Amount Payable by Municipalities for  
Policing from Ontario Provincial Police

**FROM:** Mario Di Tommaso  
Deputy Solicitor General, Community Safety

**SUBJECT:** Ontario Provincial Policing (OPP) Cost Recovery Model  
Review and June 2025 Webinars

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In Fall 2024, the Solicitor General announced a commitment to review of the OPP cost recovery model as set out in [O. Reg. 413/23: Amount Payable by Municipalities for Policing from Ontario Provincial Police](#) under the *Community Safety and Policing Act, 2019*.

The Ministry of the Solicitor General is pleased to announce that this review has been initiated. The ministry will be working with a third-party vendor to support an evidence-based review and analysis of the OPP cost recovery model.

The intent is for the review to be completed in time to inform the issuing of the 2026 annual billing statements and the approach going forward.

I would like to thank you for the extensive feedback you have shared with the ministry to date. This feedback is valuable in shaping the review.

We look forward to the opportunity for continued input from your municipalities. To achieve this goal, engagement webinars will take place in June 2025. More information regarding these webinars will follow as soon as possible. Your participation is encouraged to ensure that your perspectives are heard.

You can expect outreach in the coming weeks with details for the June webinars. Should you have any immediate questions, please reach out to Sheela Subramanian, Director, Community Safety and Intergovernmental Policy Branch at [sheela.subramanian@ontario.ca](mailto:sheela.subramanian@ontario.ca)

Thank you for your continued collaboration and future input.



Mario Di Tommaso, O.O.M.  
Deputy Solicitor General, Community Safety  
Ministry of the Solicitor General

May 28, 2025

Municipality of Powassan  
250 Clark Street  
Powassan, ON P0H 1Z0

VIA EMAIL: [brobinson@powassan.net](mailto:brobinson@powassan.net)

RE: Required Studies for the Preparation of the Hummel Bridge Replacement Project

Dear Brayden:


Attached please find a copy of Resolution R2025-102 passed at the May 27, 2025 Council meeting.

The Resolution responds to a Staff Report provided to Council, copy also attached, following a discussion with HP Engineering Ltd. regarding the prioritization of required studies for the preparation of the Hummel Bridge Replacement Project.

Having these studies prepared will allow us to move quickly on any future funding opportunities to assist with the bridge replacement.

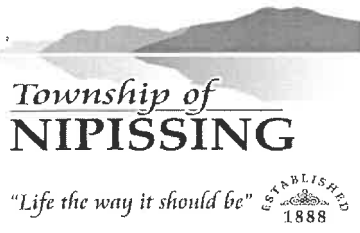
Please contact me if you have any questions.

Yours truly,



Kris Croskery-Hodgins  
Municipal Administrator

Attachments (2)



## TOWNSHIP OF NIPISSING

### RESOLUTION

DATE: May 27, 2025

NUMBER: R2025- 102

Moved by KIRKEY

Seconded by SCOTT

That we receive the Staff Report submitted by the Operations Superintendent and the Municipal Administrator regarding the studies required to prepare for the Hummel Bridge Replacement Project;

AND that we authorize the procurement of Priority 1, 2 and 3 Studies within that report to further prepare for the Hummel Bridge replacement once appropriate funding is secured;

AND that this Resolution be forwarded to the Municipality of Powassan for their authorization to begin this work and agreement to the shared payment of costs.

For      Against

CHALAPENKO  
FOOTE  
KIRKEY  
SCOTT  
YEMM

Carried

Mayor: Dave Yemm



The Corporation of the Township of Nipissing  
45 Beatty Street  
Nipissing ON P0H 1W0  
Telephone 705-724-2144 Fax 705-724-5385  
[www.nipissingtownship.com](http://www.nipissingtownship.com)

## REPORT TO COUNCIL

Date: May 8, 2025

From: Dan MacInnis, Operations Superintendent  
Kris Croskery-Hodgins, Municipal Administrator-Clerk-Treasurer

Re: Studies Required to prepare for the Hummel Bridge Replacement Project

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### Background:

The Township of Nipissing and the Municipality of Powassan provided a delegation requesting funding for the replacement of Hummel Bridge, closed in 2024 due to structural integrity concerns, to the Minister of Infrastructure in August 2024.

Included in the delegation report was an estimate of costs and a list of required studies and permits for the project. Both Councils have agreed that completion of those studies and permits in order to prepare the project for a "shovel ready" approach is a priority in 2025.

### 2025 Priorities:

A discussion with Tashi Dwivedi, P. Eng. was held on May 8, 2025 to discuss the list of studies/permits required, establish the priorities from the list and ensure the time frame of validity of the data in the studies.

The Subsurface Geotechnical Investigations & Reporting has been completed prior to the closure of the bridge and will remain valid. The Cultural Heritage Evaluation Report/Heritage Impact Study and the Archaeological Studies Stage 1 and Stage 2 are required for the completion of the Schedule B Environmental Assessment, as a result, the first studies to be ordered will be the Heritage Impact Study and the Archaeological Studies.

The Legal/Topographical Survey can proceed while the other studies are underway. With the completion of these four items, this will place the project in a ready to tender position. The tender for the project will include the detailed design component, this is dependent on the information provided in the previous studies to be completed.

The Species at Risk Screening can be provided by local sources and should be conducted closer to the project start time frame to ensure that all relevant legislative changes are met.

The Soil Characterization Report can be included in the project and is of minimum risk as both municipalities are able to accept the excess soils at their landfill sites provided it is found to be suitable for the disposal.

**Summary:**

<b>Study Name</b>	<b>Priority</b>	<b>Estimate</b>
Cultural Heritage Evaluation Report/Heritage Impact Study	1	\$ 7,500
Archaeological Studies Stage 1 and Stage 2 (if required)	1	\$ 5,000
Schedule B Environmental Assessment	2	\$12,000
Legal/Topographic Survey	3	\$ 7,500
Species and Risk Screening/DFO Request for Project Review	4	\$ 7,500
Detailed Design Component	4	\$40,000
Soil Characterization Report *completed with project, included in RFP process – may be less as excess soils can be placed at either municipality's landfill sites.	4	\$15,000

We have contacted a company recommended by HP Engineering for a quote on the Cultural Heritage Study and Archaeological Studies. Once this is received it will be compared to the budget estimates and a recommendation will be provided to each Council for approval.

Respectfully,

Dan MacInnis, Operation Superintendent  
Kris Croskery-Hodgins, Municipal Administrator-Clerk-Treasurer

## SOCIAL NETWORKING POLICY

<b>Policy:</b>	Social Media Policy
<b>Effective Date:</b>	August 2, 2022
<b>Date Last Reviewed:</b>	
<b>Scheduled Review Date:</b>	
<b>Supersedes:</b>	All previous Policies and/or Statements
<b>Approved by:</b>	Resolution 2022-262

### POLICY STATEMENT:

The Municipality of Powassan's ("Municipality") social networking policy is to allow the Municipality to take advantage of social media's business benefits, promote its services and better engage with the community, while avoiding the significant risks involved.

The Mayor of the Municipality shall be considered the official spokesperson for the Municipality. No Municipal employee ("Employee") shall hold themselves as representing the Municipality on behalf of the mayor, without written permission obtained from the mayor.

### DEFINITIONS

#### **Employee**

Any full-time or part-time employee, any temporary or contract employee, any volunteer or any student or intern worker, any member of Council.

#### **Social Media**

Websites and applications that enable users to create and share content or to participate in social networking.

### POLICY

#### **Social Media Updates**

The public should be made aware that Municipal social media accounts vary in terms of frequency and content. Helpful and community information will be published, sometimes with links to more detailed information and resources (such as job postings from local communities and businesses). Not all comments or direct messages will receive a reply and commenters should be reminded that pertinent information can be found on the Municipal website or by calling the Municipal office. Accounts will be monitored during business hours and Employees are not expected to post or comment after hours.

## **Social media use at work**

Employees are expected to use the Internet responsibly and productively, and excessive personal Internet browsing, including social media use, is not permitted.

The Municipality reserves the right to monitor how employees use municipal-owned property, including computers, cell phones and networking equipment, and should be mindful that all web browsing they do on the company's computers or other devices may be monitored.

## **Social media posts about the Municipality**

Employees of the Municipality are forbidden from using social networks, personal or otherwise, to post or display comments about co-workers, supervisors, management, Council including the Mayor, or the Municipality, that are vulgar, obscene, threatening, or a violation of the Municipality's policies on *harassment, discrimination, defamation, confidentiality, and non-competition*.

Employees may not use social networks to disclose any confidential or proprietary information about the Municipality, its employees, ratepayers, business partners, members of the public, or other professionals.

When appropriate, employees should disclose their relationship with the Municipality in their online posts and refrain from speaking on behalf of the Municipality when not authorized.

Authorization is considered given to those employees whose job descriptions contain, and outline, the use of social media, or who have been authorized to represent the Municipality through access to the Municipality's Social Media Networking pages. Access is given with the understanding that any comments made on the Municipality's social media pages must follow all Municipal policies and guidelines and access can be revoked at any time.

Posts on behalf of the Municipality should be related to the Municipal office, the Municipality of Powassan as a whole, local events, announcements, job postings, etc. No political views or personal opinions should be posted.

## **Personal Social Media Accounts**

When posting on personal social media networks, no Employee shall post, comment, or disclose confidential information obtained during employment, comment on the affairs of the Municipality, the content of council meetings or other aspects of the municipal workplace or engage with ratepayers or other members of the public, in a way that may show the Municipality in a negative light.

Employees should keep in mind that they are personally responsible for what they post online, and even disclaimers such as 'opinions are my own' does not remove that responsibility. Employees should be mindful that what they say will be available publicly for a long time and when posting on personal or Municipal social networking sites, the information provided should be true and accurate.

When posting material or discussing topics related to their work at the Municipality, employees should identify themselves as an employee and not engage in anonymous discussions related to Municipal business in any form. The employee should not mislead anyone about their identity, the origin of the posted content, or falsely claim

to represent a person, organization, or entity, while discussing, commenting, or posting, about the Municipality.

Employees should not use logos or other visuals that may suggest their personal account represents the Municipality and avoid actions which could compromise, or appear to compromise, the integrity of the Municipality.

Employees may share work-related content that is considered public/non-confidential, such as achievements, team activities, etc. but it is important that what is posted does not violate their duties as a Municipal employee.

Not following the Social Networking Policy could lead to disciplinary action, up to and including termination.

### **RESPONSIBILITIES:**

It is HR's and/or Management's responsibility to ensure the policy is enforced and updated.

It is the individual's responsibility to ensure the policy is followed.

# June 2025

June 2025							July 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1 Indigenous History Month Pride Month	2	3 Council	4	5	6	7
8	9	10	11 NBMCA 6:00pm Maple Syrup Festival	12 DSSAB	13	14
15 Father's Day	16	17 Council	18 Eastholme Golden Sunshine Housing Copr.	19	20	21 Indigenous Peoples Day
22	23 Library Board	24	25 Recreation Committee	26	27	28
29	30	Jul 1	2	3	4	5