

**\*\*\* AMENDED AGENDA \*\*\***

**Tuesday, May 10, 2022**

**Amended May 5, 2022**

**\*\*START TIME 6:30 p.m.\*\***

1. Disclosure of pecuniary interest.
2. Staff Reports.
3. Committee Reports.
4. Resolution: Adopt the minutes of the meeting held April 29, 2022.
5. By-Law: Zoning By-Law Amendment re 1945 Alsace Road; Part of Lot 19, Con 1 and Part of Lots 18 and 19, Con 2.
6. By-Law: Enter into a Next Generation 9-1-1 Authority Service Agreement.
7. Resolution: Donate to the Almaguin Highlands Secondary School Graduation Awards Program.
8. Resolution: Authorize a Statement of Concurrence for a Radio Communications Tower on Highway 522.
9. Resolution: Award Tender NIP-PW-2022-1, Quarried Granite Stockpile, A & B.
10. Resolution: Award Tender NIP-PW-2022-2, Winter Sand.
11. Resolution: Award Tender NIP-PW-2022-3, Quarried B to be Picked Up.
12. Resolution: Award Tender NIP-PW-2022-4, Quarried A to be Picked Up.
13. Resolution: Award Tender NIP-PW-2022-5, Quarried Granite Apply Birchgrove, Part 2.
14. Resolution: Award Tender NIP-PW-2022-6, Supply and Apply Crushed Quarry Granite.
15. Resolution: Award Tender NIP-PW-2022-7, Road Side Cutting Services.
16. Resolution: Award Tender NIP-PW-2022-9, Engineering Services for Roadway Bridge Inspections.
17. Resolution: Award Tender NIP-PW-2022-10, Surface Treatment and Reseal.
18. Resolution: Accept Transfer of Portion of Hazel Glen Road.
19. Review Proposed Trailer Licencing By-Law.
20. Correspondence.
21. Accounts to pay.
22. By-Law: Confirming Proceedings of Council.
23. Adjournment.

Council meetings will be held in person at 2381 Highway 654, Township of Nipissing Community Centre and virtually utilizing the Zoom platform; and will be livestreamed to the Township of Nipissing YouTube channel.

<https://www.youtube.com/channel/UC2XSMZgRNHbwVppelfKcEXw>

# MINUTES

## TOWNSHIP OF NIPISSING

Tuesday, April 26, 2022

A regular meeting of the Township of Nipissing Council was held on Tuesday, April 26, 2022. In response to COVID-19 precautions, the meeting was held virtually using the Zoom platform, in person at the Township of Nipissing Community Centre, and livestreamed to the Township of Nipissing YouTube Channel.

**Present:** Mayor Tom Piper and Councillors Steve Kirkey, Tom Marchant, Liz Moore and James Scott.

**Staff:** Fire Chief Will Bateman, Administrative Assistant-Deputy Clerk Kristin Linklater, Land Planning & Technology Administrator – Deputy Treasurer John-Paul Negrinotti and Municipal Administrator Kris Croskery-Hodgins.

**Guests:** Penelope Wallace.

Disclosure of pecuniary interest: None.

### Staff Reports:

John-Paul Negrinotti, Land Planning and Technology Administrator – Deputy Treasurer – written report.

### Committee Reports:

Steve Kirkey: Powassan District Union Public Library.

James Scott: Township of Nipissing Recreation Committee; Ontario Good Roads Association Conference

Tom Piper: Sturgeon Nipissing French River Water System Advisory Board.

R2022-89 J. Scott, L. Moore: That the minutes of the Council Meeting held April 12, 2022 be adopted as published. **Carried.**

This part of our meeting is declared a public meeting pursuant to the provisions of Section 34 (12) of the *Planning Act*, R.S.O., 1990, to discuss an application for a change to Zoning By-Law 2020-20 by the Township of Nipissing.

Delegations: Penelope Wallace.

Written Submissions: Brenda & Dennis Gamble, Don Rupke, Barb Roberts, Chad Doise, Jeannine Welton, Kathleen Beatty, Catherine Killaly, Peter & Jane McCann, Keith & Pauline Vince, John Vince and Clayton Gomoll.

R2022-90 L. Moore, T. Marchant: That we pass By-Law Number 2022-23, being a By-law to Amend Zoning By-Law 2020-20, as amended.

Read a first, second and third time and passed this 26<sup>th</sup> day of April, 2022. **Carried.**

R2022-91 S. Kirkey, J. Scott: That we pass By-Law Number 2022-24, being a By-Law to appoint a Compliance Audit Committee under the Municipal Elections Act for the Corporation of the Township of Nipissing.

Read a first, second and third time and passed this 26<sup>th</sup> day of April, 2022. **Carried.**

R2022-92 T. Marchant, S. Kirkey: That we approve the following program purchases for the Municipal Software program needs of the Township:

Townsuite, for Municipal Finance and Payroll requirements; \$179,733 plus taxes; CGIS for Cemetery and Building Department requirements, \$3,800 plus taxes; Firepro for Fire Department and By-Law requirements, \$5,685 plus taxes. **Carried.**

R2022-93 J. Scott, T. Marchant: That we authorize Councillor Liz Moore and to attend the 2022 Annual AMO Conference. **Carried.**

R2022-94 L. Moore, J. Scott: That we receive and approve the 2021 Statement of Council Remuneration and Expenses as presented. **Carried.**

Item #10, approval of a Social Media, Media Relations and Public Statements Policy was deferred pending further information.

A copy of the 2022 Municipal Election Procedures was provided to Council for information purposes.

R2022-95 T. Marchant, L. Moore: That we accept the correspondence as presented. **Carried.**

R2022-96 J. Scott, S. Kirkey: That the statement of accounts dated April 14 and 25, 2022; totaling \$48,881.65 be approved. **Carried.**

R2022-97 J. Scott, L. Moore: That this part of our meeting will be closed to the public as authorized by Section 239(2) of the Municipal Act, 2001, c. 25, for consideration of the following subject matter:

b) personal matters about an identifiable individual, including municipal or local board employee;  
e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

The matter to be discussed is a pending litigation matter. Council will be briefed on the material and asked to provide direction to the Municipal Administrator for pending negotiations.

Time: 7:43 p.m. **Carried.**

R2022-98 J. Scott, S. Kirkey: That we resume to an open public meeting. Time: 8:38 p.m. **Carried.**

R2022-99 T. Marchant, L. Moore: That we pass By-Law No. 2022-25, being a by-law to confirm the proceedings of Council at its meeting held on April 26, 2022.  
Read the first, second and third time and passed this 26<sup>th</sup> day of April, 2022. **Carried.**

R2022-100 S. Kirkey, T. Marchant: That the meeting be adjourned. Time: 8:39 p.m. Next regular meeting to be held May, 2022. **Carried.**

Mayor:

Municipal Administrator:

Minutes prepared as per Section 228 (1)(a) of the Municipal Act, S.O. 2001, c. 25.

Clerk to record, without note or comment, all resolutions, decisions and other proceedings of the council.

Minutes to be approved by Council at the next regular Council Meeting.

TOWNSHIP OF NIPISSING			
Report Prepared For:	John-Paul Negrinotti	Application Number:	ZBA 2022-26
Report Prepared By:	Patrick Townes, BA, BEd & Jamie Robinson, MCIP, RPP	Applicant Names:	Goodridge Goulet Planning and Surveying Ltd. on behalf of Todd and Vanessa White
Location:	1945 Alsace Road	Application Type:	Zoning By-law Amendment
		Report Date:	May 6, 2022

#### A. PROPOSAL/BACKGROUND

A Zoning By-law Amendment application has been submitted by Goodridge Goulet Planning and Surveying Ltd., on behalf of owners Todd and Vanessa White. The lands subject to the application is known locally as 1945 Alsace Road, and legally described as Part of Lots 19, Concession 1 and Part of Lots 18 and 19, Concession 2, Township of Nipissing, District of Parry Sound. An aerial image of the subject lands is included as Figure 1.

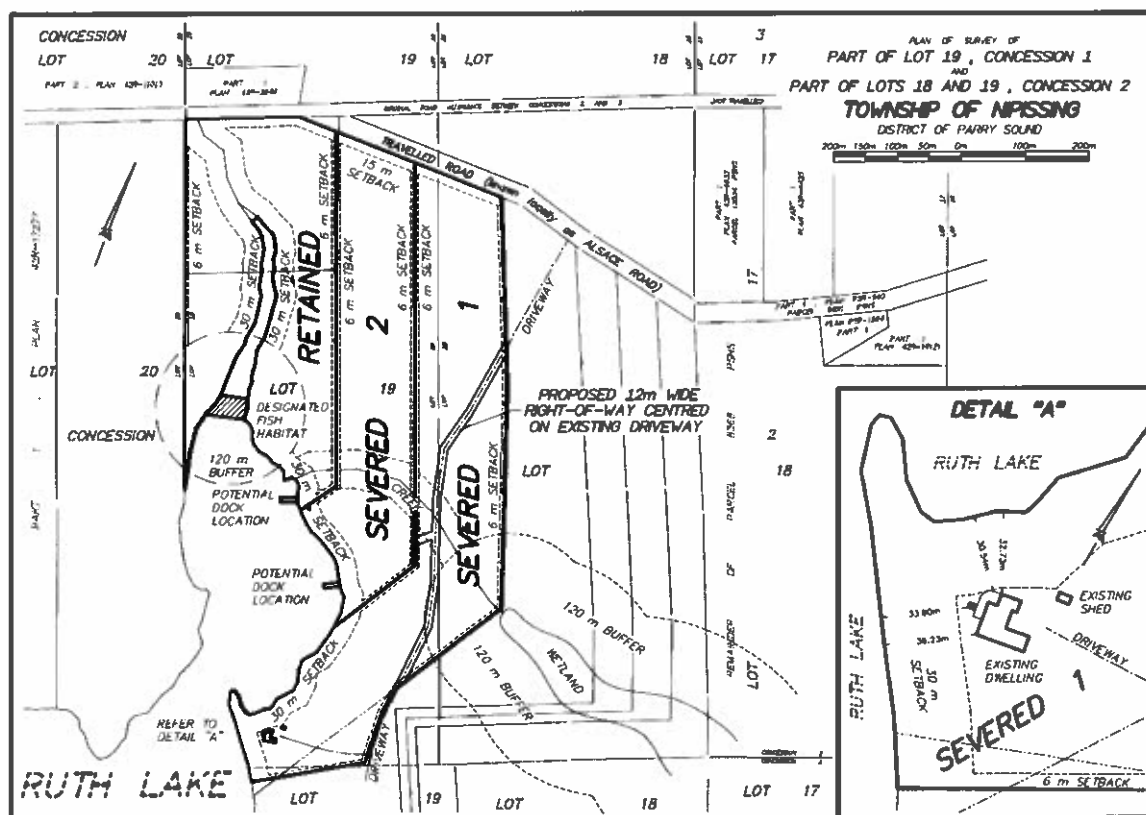
Figure 1: Subject Lands



The purpose of the proposed Zoning By-law Amendment is to satisfy a condition of Provisional Consent for Consent Application C2021-06. One of the conditions of Provisional Consent requires that the subject lands be zoned to require development and site alteration on the proposed lots to be located at least 120 metres from the Known Fish Habitat and from the adjacent unclassified wetland feature. In order to satisfy this condition, it is recommended that the lands within these features and within 120 metres be rezoned to the Environmental Protection (EP) Zone.

There are a total of three lots being proposed on the subject lands. The proposed Severed Lots and Retained Lot are shown on Figure 2.

Figure 2: Proposed Lot Configuration



All existing development is contained within Severed Lot 1, and includes a single unit dwelling and shed. The single unit dwelling is serviced by privately owned and operated individual well and septic. Severed Lot 2 and the Retained Lot are currently vacant. The applicant has identified potential dock locations for Severed Lot 2 and the Retained Lot.

The subject lands are predominantly designated Shoreline, with portions along the shoreline designated Environmental Protection in accordance with Schedule A of the Official Plan. A small portion of Severed Lot 1 is designated Rural. The subject lands have Wetlands and Known Fish Habitat identified in accordance with Schedule B of the Official Plan.

The subject lands are predominantly zoned "Shoreline Residential (SR)", with portions along the shoreline zoned "Environmental Protection (EP)" in the Township Zoning By-law. A small portion of Severed Lot 1 is zoned "Rural (RU)" in the Zoning By-law.

Uses surrounding the subject lands are rural in nature, and predominantly include rural residential uses. The subject lands are comprised of forested areas. There is a mapped wetland feature on the subject lands, which is identified as an unclassified wetland feature.

## **B. REGULATORY REVIEW & ANALYSIS**

### **B1. Provincial Policy Statement**

All applications made under the *Planning Act*, must be consistent with the Provincial Policy Statement (PPS). The subject lands are considered Rural Lands in the context of the PPS. Section 1.1.5.2 establishes permitted uses for rural lands within municipalities. Section 1.1.5.2 b) permits resource-based recreational uses (including recreational dwellings).

Section 2.1 of the PPS provides for the long-term protection of Ontario's natural heritage features and areas. Schedule B of the Official Plan identifies an adjacent wetland and Known Fish Habitat on the subject lands. Section 2.1.6 states that development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements. The applicants did not submit an Environmental Impact Study, and therefore a Zoning By-law Amendment is required to ensure development and site alteration remains at least 120 metres from the Known Fish Habitat and from the adjacent unclassified wetland feature.

In accordance with Section 3.0 of the PPS, there are no natural hazards on the subject lands.

The proposed Zoning By-law Amendment application is consistent with the PPS.

### **B2. Township of Nipissing Official Plan**

The subject lands are predominantly designated Shoreline, with portions of the shoreline designated Environmental Protection, in accordance with Schedule A of the Official Plan. The portion of the lot furthest from the shoreline is designated Rural. The Environmental Protection designation corresponds with an unclassified wetland feature identified on Schedule B of the Official Plan. Furthermore, Schedule B identifies Known Fish Habitat on the subject lands. In accordance with Section 2.4.2 of the Official Plan, single unit dwellings are permitted within the Shoreline designation.

Section 5.2 of the Official Plan includes policies regarding adjacent lands. An Environmental Impact Statement is required for development within 120 metres of a Provincially Significant Wetland or an unclassified wetland in excess of 2 hectares. The unclassified wetland on the subject lands is 1.9 hectares, and therefore is not subject to this policy. There is however a larger unclassified wetland located to the east of the subject lands that is 16.8 hectares in size. Based on the proposed lot configuration, there appears to be building envelopes on the proposed lots that would be more than 120 metres from the unclassified wetland. For this reason, an

Environmental Impact Study was not required to address Section 5.2.1 of the Official Plan, provided the building envelopes were established to identify building locations that are more than 120 metres from this feature. The Zoning By-law Amendment requires development and site alteration to remain at least 120 metres from the adjacent unclassified wetland feature. This will be implemented through a mapping change on the subject lands and the incorporation of an Environmental Protection (EP) Zone.

Section 5.4 of the Official Plan contains fish habitat policies. Section 5.4.4 of the Official Plan states:

*Where development is proposed within or adjacent to known Fish Habitat, the proponent will be required to prepare a report at their cost to the satisfaction of Council and/or the appropriate approval authority in consultation with a qualified biologist retained by the Township, outlining the measures that need to be undertaken to ensure that there is no negative impact on Fish Habitat as the result of the development.*

The area identified as Known Fish Habitat is located on the proposed Retained Lot. The applicants have not submitted a Fish Habitat Assessment, and therefore a Zoning By-law Amendment application is recommended as a condition of provisional Consent to zone lands within 120 metres of the Known Fish Habitat. This will be implemented through a mapping change on the subject lands and the incorporation of an Environmental Protection (EP) Zone.

The proposed Zoning By-law Amendment application conforms to the Official Plan.

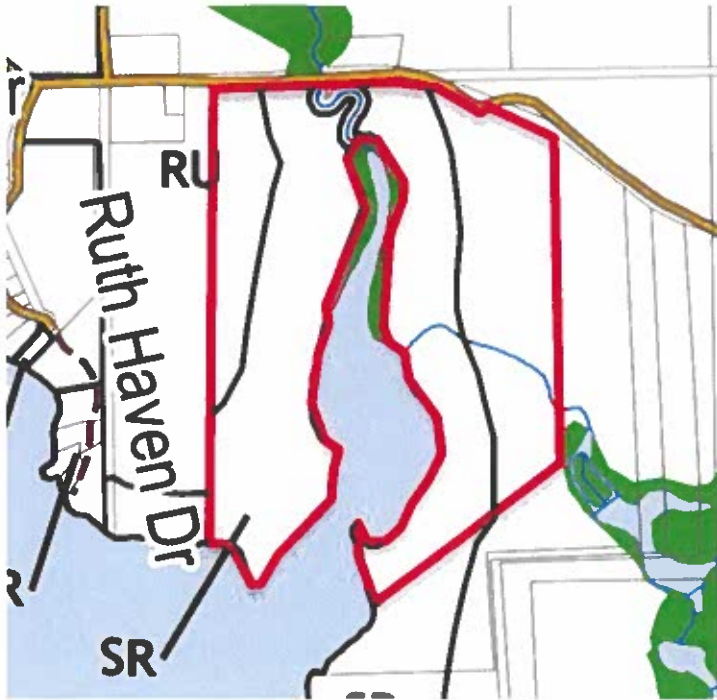
### **B3. ZONING BY-LAW 2020-20**

The subject lands are predominantly zoned "Shoreline Residential (SR)", with portions along the shoreline zoned "Environmental Protection (EP)" in the Township of Nipissing Zoning By-law. A small portion of Severed Lot 1 is zoned "Rural (RU)" in the Zoning By-law. Residential uses are permitted in both the SR and RU Zones, including single unit dwellings and recreation dwelling units.

Both the SR and RU Zones require a minimum lot frontage of 60 metres and lot area of 0.8 hectares. The proposed lots meet the minimum lot requirements for the SR and RU Zones.

Figure 3 identifies the boundary of the existing EP Zones in green. The Zoning By-law does not include a minimum setback for development and site alteration from the EP Zone. Future development on the Retained Lot and the Severed Lot 2 are to remain outside the existing EP Zones, and the proposed EP Zones to be added as a result of this application. The Zoning By-law Amendment is required to ensure a minimum setback of 120 metres from the Known Fish Habitat and the unclassified wetland to the east of the subject lands which is great than 2 hectares in size.

Figure 3: Excerpt from Zoning By-law



#### C. RECOMMENDATION

The proposed Zoning By-law Amendment will require development and site alteration to remain at least 120 metres from the Known Fish Habitat and from the adjacent unclassified wetland feature. The proposed development is consistent with the PPS, and conforms to the Township of Nipissing Official Plan.

A draft Zoning By-law Amendment has been drafted to amend the mapping on the subject lands, and to satisfy the condition of Provisional Consent.

On the basis of this review, it is recommended that Council receive this Report and pass the Zoning By-law Amendment to rezone the subject lands to require development and site alteration to remain at least 120 metres from the Known Fish Habitat and from the adjacent unclassified wetland feature.

Respectfully submitted,

**MHBC PLANNING**

Patrick Townes, BA, BEd  
Associate

Jamie Robinson, BES, MCIP, RPP  
Partner



**THE CORPORATION OF THE TOWNSHIP OF NIPISSING**

**BY-LAW NUMBER 2022-26**

Being a By-Law to enter into an agreement for Next Generation 9-1-1 Service.

WHEREAS the Corporation of the Township of Nipissing wishes to enter into an agreement with Bell Canada for the provision of the Next Generation 9-1-1 Service to replace Enhanced 9-1-1;

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

That the Mayor and Municipal Administrator be authorized to sign an agreement for the Provision of Next Generation 9-1-1 Service between Bell Canada and The Corporation of the Township of Nipissing.

The agreement attached hereto as Appendix “A” is hereby declared to be part of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 10<sup>TH</sup> DAY OF MAY, 2022.

THE CORPORATION OF THE TOWNSHIP  
OF NIPISSING

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Tom Piper, Mayor

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Kris Croskery-Hodgins, Municipal Administrator

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

This Agreement is between

TOWNSHIP OF NIPISSING

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

45 Beatty Street, Nipissing, ON P0N 1W0

AND

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

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

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

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

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

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

## 1. **DEFINITIONS**

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

## 2. **SCOPE OF AGREEMENT**

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

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

(i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:

- A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
- B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule "C" (PSAP Designations & Locations);
- C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
- D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider ("ONP");
- E. Receive, aggregate and maintain into a single dataset representative of Bell's entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
- F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
- G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
- H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
- I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
- J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.

(ii) The 9-1-1 Authority agrees to:

- A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
- B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule "G", and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
- C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.
- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule "D" (Specifications & Guidelines);

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

security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

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

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

### 3. **FEES**

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

### 4. **TERM AND TERMINATION**

- (a) **Term:** The term of this Agreement (the "**Initial Term**") will begin on the date it is signed by the 9-1-1 Authority (the "**Effective Date**") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.
- (b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".
- (c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

### 5. **LIMITATION OF LIABILITY**

- (a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.
- (b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1 Authority and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

## 6. **CONFIDENTIAL INFORMATION**

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

## 7. **FORCE MAJEURE**

- (a) If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts (each an "**Event of Force Majeure**"), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected

obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

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

## 8. **GENERAL PROVISIONS**

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

between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

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

For the 9-1-1 Authority,

TOWNSHIP OF NIPISSING

45 BEATTY STREET

NIPISSING ON PCH 100; and

email: admin@nipissingtownship.com

For Bell,

c/o 9-1-1 Service Team

930 d'Aiguillon, B320

Quebec, G1R 5M9

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

With a copy to,

c/o Corporate Secretary

1 Carrefour Alexander Graham Bell, Building A, 4th Floor

Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

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

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



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

<p><b>[9-1-1 AUTHORITY NAME]</b></p> <p>SIGNATURE: _____</p> <p>NAME: <u>TOM PIPER</u></p> <p>TITLE: <u>MAYOR</u></p> <p>I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.</p> <p>DATE: <u>MAY 10, 2022</u></p>	<p><b>BELL CANADA</b></p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>
---	--

Signature: \_\_\_\_\_

Name: KRIS CROSKERY-HODGINS

TITLE: MUNICIPAL ADMINISTRATOR

## Schedule "A"

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Initial Term"** has the meaning ascribed to it in Section 4(a);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Schedule "C"

## PSAP DESIGNATIONS &amp; LOCATIONS

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	ORILLIA OPP	1 HURTUBUISE ORILLIA	Y
Secondary PSAP Police (*1 & *2)	ORILLIA OPP	1 HURTUBUISE ORILLIA	Y
Secondary PSAP Fire (*1 & *2)	NORTH BAY AMBULANCE FIRE	43 FERRIS DRIVE NORTH BAY	Y
Secondary PSAP Ambulance (*1 & *2)	NORTH BAY AMBULANCE	43 FERRIS DRIVE NORTH BAY	Y
Additional Offnet Agency if required (*1 & *2& *3) i.e. Poison control			N
Designated Provincial or Territorial default i3 PSAPs (*4)			
Notes: *1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements. *2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change. *3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System *4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.			

**Schedule 'D'**

**SPECIFICATIONS & GUIDELINES**

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

## **Schedule "E"**

### **DEPLOYMENT CRITERIA**

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

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

#### **1. IP VPN ESInet Interconnection**

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

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

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

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

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

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

#### **3. PSAP CEE Interconnection Requirement**

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

#### **4. i3 Call Handling CODEC requirement**

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

#### **5. IP Network protocol support**

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

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

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

#### **7. QoS Support**

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



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

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

## **9. Contingency Routing**

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

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

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

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

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

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

Schedule “F”

MULTIPLE REGION PSAPs

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

Sites	Official Name	9-1-1 authority (municipalities, counties, etc.)

## Schedule "G"

## NG9-1-1 GIS REQUIREMENTS

Municipality, County or Other Government Entity name	GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name	Provincial \ Territorial Legislation (Y/N)
TOWNSHIP OF NIPISSENG	CGIS SPATIAL SOLUTIONS	

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

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



Communications and Technology Services Bureau  
Bureau de gestion de communication et technologie

Lincoln M. Alexander Building  
777 Memorial Ave.  
Orillia ON L3V 7V3

Edifice Lincoln M. Alexander  
777, avenue Memorial  
Orillia ON L3V 7V3

Telephone/Téléphone:  
Facsimile/Télécopieur:

(705) 329-6177  
(705) 329-6230

File Number/Référence:

OPP-7070

April 29, 2022

**MEMORANDUM TO:**

OPP POLICE SERVICES BOARDS  
MUNICIPAL CHIEF ADMINISTRATIVE OFFICERS

**Re: OPP Compliance with Bell Canada Next Generation 9-1-1  
Authority Service Agreement Schedule "E"**

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In 2017 the Canadian Radio-television and Telecommunications Commission (CRTC) released their decision regarding a regulatory framework for Next Generation 9-1-1 (NG9-1-1) across Canada. This decision mandates that all telephone companies update their networks to be ready for NG9-1-1 voice and text messaging. NG9-1-1 will modernize emergency service communications, providing multiple benefits to ensure the safety of Ontarians and visitors to our province.

Bell Canada, the NG9-1-1 service provider in Ontario, has forwarded a *Next Generation 9-1-1 Authority Service Agreement* to all 9-1-1 authorities.

This memorandum serves as an official notice that the Ontario Provincial Police is fully compliant with Schedule "E" of this service agreement and will continue working collaboratively with Bell Canada during the onboarding process and subsequent launch of NG9-1-1.

Thank you.

K.A. (Karen) Meyer, Chief Superintendent  
Bureau Commander  
Communications and Technology Services Bureau

Phil Whitton, Superintendent  
Bureau Commander  
Municipal Policing Bureau



## TOWNSHIP OF NIPISSING

### RESOLUTION

DATE: May 10, 2022

NUMBER: R2022-

Moved by

Seconded by

WHEREAS Spectrum Telecom Group Ltd. (Spectrum Group) wishes to erect a 96-foot (29.3 metre) telecommunications antenna support tower structure on municipal lands located at 3878 Highway 522, in the Township of Nipissing, District of Parry Sound for the delivery of radio communication services to the Township of Nipissing Fire Department and Public Works Department;

AND WHEREAS Spectrum Group is required by Industry Canada to consult with the local land-use authority and to obtain a statement of concurrence from the Municipality;

THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Nipissing hereby gives approval to the Municipal Administrator to issue a statement of concurrence to Spectrum Group for the proposed telecommunications tower on municipal lands located at 3878 Highway 522, in the Township of Nipissing, for the delivery of radio communication services to the Township of Nipissing Fire Department and Public Works Department.

For      Against

PIPER  
KIRKEY  
MARCHANT  
MOORE  
SCOTT

Carried

Mayor: Tom Piper

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

	<b>NIP-PW-2022-1</b> Supply, crush, deliver and stockpile approximately 2,500 Tonnes of 7/8" Crushed Quarry Granite with an excavator.		
<b>Company Name</b>	Supply, crush, deliver and stockpiles approximately 1,000 Tonnes of Crushed Quarry B type 2 (Quarry B) with an excavator.		
Evan Hughes Excavating Ltd.	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	2,500 Tonnes 7/8" Tender Price \$ 38,000.00 HST \$ 4,940.00 <b>Total Tender Price \$ 42,940.00</b>	
		1,000 Tonnes Quarry B Tender Price \$15,200.00 HST \$ 1,976.00 <b>Total Tender Price \$17,176.00</b>	
R.G.T. Clouthier Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	2,500 Tonnes 7/8" Tender Price \$ 43,125.00 HST \$ 5,606.25 <b>Total Tender Price \$ 48,731.25</b>	
		1,000 Tonnes Quarry B Tender Price \$16,500.00 HST \$ 2,145.00 <b>Total Tender Price \$18,645.00</b>	
Staff Recommendation: Evan Hughes Excavating Ltd.			
2022 Approved Budgeted amounts: Quarried Gravel 7/8" \$65,000; Quarry B \$12,000.			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-2</b> Supply, delivery and stockpile with a conveyor in the dome, approximately 3,000 tonnes of screened sand.		
A. Miron Topsoil Ltd.	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	3,000 Tonnes winter sand Tender Price HST <b>Total Tender Price</b>	\$ 37,440.00 \$ 4,867.20 <b>\$ 42,307.20</b>
Staff Recommendation: A. Miron Topsoil Ltd.			
<i>2022 Approved Budgeted amount: \$55,000 (budgeted amount includes Salt requirements).</i>			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

Company Name	NIP-PW-2022-3 Crush approximately 6,000 Tonnes of Quarried B Granite to be picked up by Municipality.		
Evan Hughes Excavating Ltd.	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	6,000 Tonnes Quarried B Tender Price HST <b>Total Tender Price</b>	\$ 72,000.00 \$ 9,360.00 <b>\$ 81,360.00</b>
		<b>Distance to Quarry from Birchgrove Drive (project site)</b>	15.3 kms
R.G.T. Clouthier Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	6,000 Tonnes Quarried B Tender Price HST <b>Total Tender Price</b>	\$ 69,600.00 \$ 9,048.00 <b>\$ 78,648.00</b>
		<b>Distance to Quarry from Birchgrove Drive (project site)</b>	30 km (estimated)
Staff Recommendation: Evan Hughes Excavating Ltd. **distance to quarry was a factor in pricing of fuel, equipment and staff resources for the municipality.			
2022 Approved Budgeted amount: \$381,415 for entire Birchgrove Project, Part 2			



**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

Company Name		NIP-PW-2022-4 Crush approximately 3,000 Tonnes of 7/8" Crushed Quarry Granite to be picked up by Municipality.	
Evan Hughes Excavating Ltd.	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	3,000 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 36,000.00 \$ 4,680.00 <b>\$ 40,680.00</b>
		<b>Distance to Quarry from Birchgrove Drive (project site)</b>	15.8 kms
R.G.T. Clouthier Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	3,000 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 37,500.00 \$ 4,875.00 <b>\$ 42,375.00</b>
		<b>Distance to Quarry from Birchgrove Drive (project site)</b>	30 km (estimated)
Staff Recommendation: Evan Hughes Excavating Ltd.			
2022 Approved Budgeted amount: \$381,415 for entire Birchgrove Project, Part 2			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-5</b> Supply, crush and apply approximately 3,500 Tonnes of 7/8" Crushed Quarry Granite.		
Evan Hughes Excavating Ltd.	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	3,500 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 61,075.00 \$ 7,939.75 <b>\$ 69,014.75</b>
R.G.T. Clouthier Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	3,500 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 68,145.00 \$ 8,858.85 <b>\$ 77,003.85</b>
Staff Recommendation: Evan Hughes Excavating Ltd.			
<i>2022 Approved Budgeted amount: \$381,415 for entire Birchgrove Project, Part 2</i>			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-6</b> Supply, crush and apply approximately 11,700 Tonnes of 7/8" Crushed Quarry Granite.		
P.D. Brooks Haulage & Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	11,700 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 209,079.00 \$ 27,180.27 <b>\$ 236,259.27</b>
R.G.T. Clouthier Construction	Deposit Cheque <input checked="" type="checkbox"/> Pit Licence <input checked="" type="checkbox"/>	11,700 Tonnes 7/8" Quarry Tender Price HST <b>Total Tender Price</b>	\$ 213,876.00 \$ 27,803.88 <b>\$ 241,679.88</b>
<b>Staff Recommendation:</b> Tendered amounts are not within approved budgeted amounts. It is recommended to provide for this in the 2023 Budget, cancelling this Tender for 2022 and re-tendering the project with 2023 Construction schedule.  <i>2022 Approved Budgeted amount: \$ -</i>			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-7</b> Road Side Grass Cutting Services		
Derrick Johnstone Construction		Road Side Grass Cutting Tender Price HST <b>Total Tender Price</b>	 \$ 7,950.00 \$ 1,033.50 <b>\$ 8,983.50</b>
Staff Recommendation: Accept tender.			
<i>2022 Approved Budgeted amount: \$6,000.00</i>			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-9</b> Engineering Services for O.S.I.M. Roadway Bridge Inspections		
HP Engineering		Tender Price HST <b>Total Tender Price</b>	\$ 3,900.00 \$ 507.00 <b>\$ 4,407.00</b>
Staff Recommendation: Accept tender.  <i>2022 Approved Budgeted amount: \$5,000.00</i>			

**Township of Nipissing  
Tender Opening  
Opened: May 4, 2022 beginning at 12:30 p.m.**

Present: Dan MacInnis and Kris Croskery-Hodgins.

The Tender Opening was livestreamed to the Township of Nipissing YouTube Channel.

<b>Company Name</b>	<b>NIP-PW-2022-10</b> Double Surface Treatment 1.5 KM Birchgrove Road Reseal 400 M Ski Hill Road		
Duncor Enterprises Inc.	Deposit Cheque <input checked="" type="checkbox"/>	Surface Treatment <b>Birchgrove</b> Tender Price \$ 77,823.36 HST \$ 10,117.04 Total \$ 87,940.40 <b>Ski Hill</b> Tender Price \$ 9,974.26 HST \$ 1,296.65 Total \$ 11,270.91  <b>Total Tender Price \$99,211.31</b>	
Miller Paving Limited	Deposit Cheque <input checked="" type="checkbox"/>	Surface Treatment <b>Birchgrove</b> Tender Price \$ 90,450.00 HST \$ 11,758.50 Total \$102,208.50 <b>Ski Hill</b> Tender Price \$ 16,080.00 HST \$ 2,090.40 Total \$ 18,170.40  <b>Total Tender Price \$120,378.90</b>	
Staff Recommendation: Duncor Enterprises Inc.  <i>2022 Approved Budgeted amount: \$381,415 for entire Birchgrove Project, Part 2</i>			



## TOWNSHIP OF NIPISSING

### RESOLUTION

DATE: May 10, 2022

NUMBER: R2022-

Moved by

Seconded by

WHEREAS the owner of Part Lot 5, Concession 11, has offered to convey part of Hazel Glen Road which crosses the property, to the Township of Nipissing for road purposes;

AND WHEREAS the Township of Nipissing Official Plan policy is to acquire title to roads that have historically been used and maintained as public roads in the Township but have not been dedicated as public highways;

NOW THEREFORE the Township is willing to accept the portion of Hazel Glen Road to the Municipality for road purposes, as shown as Part 4 on Plan 42R-6589.

For      Against

PIPER  
KIRKEY  
MARCHANT  
MOORE  
SCOTT

Carried

Mayor: Tom Piper

# THE CORPORATION OF THE TOWNSHIP OF NIPISSING

## BY-LAW NUMBER 2022-

Being a by-Law to licence trailers within the Township of Nipissing

**WHEREAS** the *Municipal Act*, S.O. 2001, Section 164 authorizes a municipality to pass by-laws to licence trailers;

**AND WHEREAS** it is desirable to regulate the use of trailers within the Township;

**NOW THEREFORE** the Council of The Corporation of the Township of Nipissing enacts as follows:

### TITLE AND APPLICATION – SECTION 1

- 1.1 This By-law shall be cited as the “Trailer Licence By-law”.
- 1.2 This By-law does not apply to:
  - a) Assessed Trailers as defined in Section 2.1.
  - b) Trailers located in Camping Establishments as defined in Section 2.2.
  - c) A Stored Trailer as defined in Section 2.4.
- 1.3 This By-law applies to any trailer, even if the trailer was placed on the property prior to date of enactment of this By-law.

### DEFINITIONS – SECTION 2

- 2.1 **ASSESSED TRAILER** – means any trailer legally located on a property and that is assessed under the *Assessment Act*.
- 2.2 **CAMPING ESTABLISHMENT** – means a commercial establishment used for seasonal recreational activity as grounds for camping, and wherein camping in trailers is permitted.
- 2.3 **PERMANENT BASIS** – means either year-round occupancy or occupancy by persons who do not maintain elsewhere a usual or normal place of residence.
- 2.4 **STORED TRAILER** – means any trailer located on a property only for the purpose of storing such trailer for use at any location other than the property upon which it is stored.
- 2.5 **TOWNSHIP** – means the Corporation of the Township of Nipissing and shall be defined as the lands and premises within the corporate limits.
- 2.6 **TRAILER, TRAVEL OR TENT** – means any trailer which is designed to be temporarily utilized for living, shelter and sleeping accommodation, with or without cooking facilities and which has running gear and towing equipment that is permanently attached and is not permanently affixed to the ground.

### LICENCE AND REGULATIONS – SECTION 3

- 3.1 No person shall keep or permit to be kept a trailer, on any property within the Township for more than 21 consecutive days in any given year, unless such trailer meets all requirements stated in Section 3.44 of the Township of Nipissing Zoning By-Law 2020-20. For clarity, pursuant to Section 1.3 of this By-law, this requirement to obtain a licence applies to trailers which were located on property prior to the date of passage of this By-law.



- 3.2 A licence issued pursuant to this By-law authorizes the use and maintenance of a trailer for recreational purposes only. The issuance of a licence does not grant the licensee the authority to occupy the trailer on a permanent basis. In furtherance of the foregoing, no person shall occupy or permit to be occupied a trailer during the period commencing December 1<sup>st</sup> of a calendar year and ending April 30<sup>th</sup> of the following calendar year.
- 3.3 The issuance of a licence is not intended and shall not be construed as permission or consent by the Township for the holder of the licence to contravene or to fail to observe or comply with any law of Canada, Ontario or any By-law of the Township.
- 3.4 An uncovered deck not exceeding 10 square metres (107.6 square feet) in area and not attached to the trailer and access stairs to the trailer are allowed. No other structure is permitted to be located within 5 metres of the licensed trailer.
- 3.5 A maximum of one trailer is permitted on a single conveyable parcel of land.
- 3.6 The owner of the property upon which the trailer is to be located shall consent to its placement on the property.
- 3.7 Trailers are not permitted to be parked on Township property for the purpose of storage or placement for recreational purposes.

#### LICENCE EXEMPTIONS – SECTION 4

- 4.1 Where the owner of land has obtained a building permit for the construction of a single detached dwelling, and that owner wishes to use a trailer for temporary accommodation while constructing such dwelling, the Owner may apply for permission to do so and be exempted from the requirement to obtain a licence under this By-law. The Township may grant such exemption on the condition that the Owner enter into an agreement with the Township which, among other things, provides for the removal of the trailer, as detailed in By-Law Number 2012-53, Temporary Residence During Construction of a Permanent Residence.

#### LICENCE APPLICATION AND FEES – SECTION 5

- 5.1 All applications for such licence shall be made to the Township upon the prescribed form attached to this By-law as Schedule “A” and shall include the submissions referenced therein, including payment of the Licence Fee required in Schedule “B”.
- 5.2 No licence shall be issued unless the trailer for which such licence is issued is located in compliance with the setback requirements for a dwelling unit as prescribed by the Corporation of the Township of Nipissing Zoning By-law 2020-20, for the zone in which the lands are located.  
Schedule B, By-Law 2020-20, setback requirements.
- 5.3 The Township may issue the following class of licences:
  - a. Annual licence – this licence authorizes the placement of the trailer upon a property for a complete calendar year or any portion thereof, and its occupancy between May 1<sup>st</sup> and November 30<sup>th</sup> in the calendar year.
  - b. Short Term Licence – this licence authorizes the placement of the trailer upon the property for a minimum period of one month up to a maximum of three months, between May 1<sup>st</sup> and November 30<sup>th</sup> in the calendar year.

- 5.4 Licences shall be displayed in or upon the trailer in a place that can be seen easily from outside of the trailer.
- 5.5 All Annual Licences expire on December 31<sup>st</sup> and all Short Term Licences expire on the date specified on the licence.
- 5.6 A refund may be obtained by surrendering the issued licence and submitting a request in writing to the Township, indicating a trailer was not located on a property and specifying the date on which it was removed. The refund will be calculated from the first day of the month following relocation. The onus is on the applicant for a refund to provide supporting documentation of the date of such removal. No refund shall be made after the expiry date.

#### ADMINISTRATION AND ENFORCEMENT – SECTION 6

- 6.1 The administration and enforcement of this By-law is delegated to the Municipal Administrator, Chief Building Official, Fire Chief and Municipal Law Enforcement Officer for the Township of Nipissing. The Municipal Administrator shall have the authority to issue permits under this By-law; and may delegate the authority to issue licences under this By-law as required.
- 6.2 Any Person who contravenes any provision(s) of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.
- 6.3 Each day that a contravention of this By-law continues shall constitute a separate offence.
- 6.4 Every person who provides false information in any application for a licence under this By-law or in an application for a renewal of licence is guilty of an offence.
- 6.5 Where a conviction is entered under this section, in addition to any other remedy or any penalty provided by law, the court in which the conviction was entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 6.6 If the Township is satisfied that a contravention of this by-law has occurred, the Township may make an order requiring the person who contravened this by-law or who caused or permitted the contravention or the owner or occupier of the trailer to discontinue the contravening activity.
- 6.7 Any person who contravenes an order made under subsection 6.6 is guilty of an offence.
- 6.8 Every contravention of this By-law may be restrained by application at the instance of a taxpayer or of the Municipality in accordance with the provisions of the *Municipal Act*, 2001.
- 6.9 A Township employee, staff person, agent or contractor hired by the Township, accompanied by any person under their direction, may enter onto any land that is used or believed to be used in contravention of this By-law for the purposes set out in subsection 436(1) of the *Municipal Act*, 2001 and shall have all powers of inspection set out in subsection 436(2) of the Act.

- 6.10 Any trailers used, maintained or located in contravention of this By-law shall be removed from the lot, at the expense of the Owner of the lot. Failure to remove any trailers from a lot within the time prescribed by the Municipal Law Enforcement Officer may result in the removal of said trailer by the Township, at the expense of the Owner of the lot.

**VALIDITY AND EFFECTIVE DATE – SECTION 7**

- 7.1 If any section, clause or provision of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of the By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.
- 7.2 This By-law shall come into effect on the date of the third reading and it being passed, subject to the proviso in section 5.2(a) as it relates thereto.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS XX DAY OF XXXX, 2022.**

THE CORPORATION OF THE TOWNSHIP OF NIPISSING

---

Mayor Tom Piper

---

Municipal Administrator Kris Croskery-Hodgins

**SCHEDULE "A" TO BY-LAW 2022-XX**

**APPLICATION FOR TRAILER LICENCE**

*(Complete and attach all information prior to submitting)*

**1. Applicant Information**

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

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Note:** If Applicant is not the registered owner of the property, the Applicant must have the owner's consent to apply for such licence.

**2. Property Information**

Property Owner: \_\_\_\_\_

Civic Address: \_\_\_\_\_

Roll Number: \_\_\_\_\_

**Proof of Ownership:** Attach a copy of parcel register or deed.

**Note:** If no civic address has been assigned for this property, one must be applied for and approved, using the Entrance Permit process prior to submitting this application.

**3. Trailer Information**

Make & Model: \_\_\_\_\_

Serial Number or VIN: \_\_\_\_\_

**Please attach four (4) pictures of trailer if already located on the property. (One of each side of the trailer.)**

**4. Licence Requested**

**Place a check mark beside applicable class of licence requested**

Annual \_\_\_\_\_

Short Term \_\_\_\_\_

Number of months 1 2 3 (Circle Number of Applicable Months)

**5. Services Information**

**Will the trailer be connected to a sewage disposal system that exists on the property?**

No \_\_\_\_\_

Yes \_\_\_\_\_

**If Yes, the following must be included with this application:**

**Sewage System Certificate of Approval from the North Bay Mattawa Conservation Authority, indicating that connection of the trailer to such system has been approved.**

## 5. Services Information (continued)

Will a grey water pit be utilized?

No \_\_\_\_\_ Yes \_\_\_\_\_

Will the site be serviced with an outhouse?

No \_\_\_\_\_ Yes \_\_\_\_\_

**NOTE:** If the trailer is not connected to a holding tank or sewage disposal system, or is not serviced by a grey water pit or outhouse, please provide dumping receipts from an accredited dumping facility.

**\*\*Failure to supply requested receipts will directly affect the ability to renew or maintain licencing options in the future.**

Will the trailer be directly connected to electrical services?

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please provide the Electrical Safety Authority approval for connection. This requirement only applies if the trailer will have a direct connection to the electricity distribution system (i.e. not an extension cord plugged into an outlet.)

## FIRE PREVENTION

Are there working smoke and Co (Carbon Monoxide) alarms installed, maintained and tested in the trailer?

No \_\_\_\_\_ Yes \_\_\_\_\_

## 6. Required Submissions

Site Plan – a drawing showing the location or proposed location of the trailer in relation to the boundaries of the property and including all existing buildings, sewage systems, wells, and watercourses/waterbodies. Such drawing shall be scaled or, where the property is large, measurements shall be included indicating the distance of the trailer from property boundaries, existing buildings, wells and watercourses/waterbodies.

Proof of Property Ownership – as required under Section 2.

Pictures – as required under Section 3.

Permits/Approvals referenced in Section 5, if applicable.

Applicable Fee:

Annual Licence        \$600.00

Short Term Licence    \$150 for 1 month, \$300 for 2 months or \$450 for 3 months.

Applicant Signature        \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature    \_\_\_\_\_ Date: \_\_\_\_\_

**\*If property owner and applicant are the same, please sign in both locations.**

---

Township of Nipissing Administrative Use only:

Date Application Received: \_\_\_\_\_

Complete Application: Yes \_\_\_\_\_ No \_\_\_\_\_

If No, action taken: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE “B” TO BY-LAW 2022-XX**

**Licence Fees:**

**Annual Fee:** \$600.00 per year

**Short Term Fee:** \$150.00 for one month  
\$300.00 for two months  
\$450.00 for three months

DRAFT

Part 1 Provincial Offences Act – Set Fine Schedule

THE CORPORATION OF THE TOWNSHIP OF NIPISSING

By-Law No. 2022-xx, Trailer By-Law

Item	Column 1 Short Word Form Wording	Column 2 Provision Creating or Defining Offence	Column 3 Set Fine
1	Fail to obtain a licence for trailer over 21 day limit.	3.1	\$300.00
2	Fail to vacate trailer from the months of December 1 <sup>st</sup> to April 30 <sup>th</sup>	3.2	\$300.00
3	Allow additions to be built to a trailer other than an uncovered, unattached deck not exceeding 10 sq. m. and access stairs	3.4	\$300.00
4	Having more than 1 trailer per property	3.5	\$300.00
5	Allow person to locate trailer on his/her property without licence	3.6	\$300.00
6	Trailers are not permitted on Township property for the purpose of storage or placement for recreational purposes	3.7	\$300.00
7	Fail to display licence so it can easily be seen from the outside of the trailer	5.4	\$300.00
8	Providing false information on a licence application	6.4	\$300.00
9	Obstruct person designated to enforce this By-Law	6.9	\$300.00

**Note:** The Penalty provision for the offences indicated above is Section 61 of the Provincial Offences Act, R.S.O. 1990, Chapter P. 33.

# **TOWNSHIP OF NIPISSING CORRESPONDENCE**

**May 10, 2022**

- 1. Decision Notice from the Ministry of Northern Development, Mines, Natural Resources and Forestry regarding Proposed Regulation Changes under the Aggregate Resources Act.**
- 2. Notice of Public Meeting from the Municipality of the District of Muskoka regarding an Official Plan Amendment.**
- 3. Minutes of the Powassan and District Union Public Library Board meetings held March 28, 2022 and April 25, 2022.**
- 4. Resolution from the City of Vaughan regarding affordable housing.**
- 5. Email from Herb Villneff, Director, East/Northeast Operations of the Ministry of Transportation regarding the Request of Speed Limit Review on Highway 522.**
- 6. Letter from the Commanda Community Centre regarding a Fund-Raising Spring Dance May 28, 2022.**



Ministry of Northern Development,  
Mines, Natural Resources and  
Forestry

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

Ministère du Développement du Nord,  
des Mines, des Richesses Naturelles et  
des Forêts

Direction des politiques de planification et  
d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

**Subject: Decision Notice - Proposed Regulation Changes under the Aggregate Resources Act**

Greetings,

Further to my letter dated January 11<sup>th</sup>, I am writing to inform you that a decision notice has been posted regarding the Proposed regulatory changes for the beneficial reuse of excess soil at pits and quarries in Ontario (ERO #019-4801). The Ministry of Northern Development, Mines, Natural Resources and Forestry made changes so that requirements in Ontario Regulation 244/97 under the *Aggregate Resources Act* are consistent with provincial requirements that exist under the *Environmental Protection Act* for excess soil. The proposal was posted for 45 days and during that time we received over 390 comments from key stakeholders including industry, municipalities, Indigenous communities, community groups and individuals. Most comments received were supportive of consistency with the Rules for Soil Management and Excess Soil Quality Standards referenced in the On-site and Excess Soil Management Regulation under the *Environmental Protection Act*.

The amendments to *Ontario Regulation 244/97*, which take effect July 1, 2022, include:

- Alignment with the Soil Rules and Excess Soil Standards referenced in *Ontario Regulation 406/19 On-site and Excess Soil Management*
- Requirements for importation, storage, and placement of excess soil
- Specific quality standards for excess soil placed below the water table, or on Crown land
- Record-keeping requirements to document soil quality, quantity, source site(s), and final placement
- Requirements for licensees and permittees to retain a Qualified Person (i.e., professional engineer or geoscientist) for large sites that import more than 10,000 m<sup>3</sup> of excess soil, or sites where excess soil will be placed below the water table
- Self-filing – for licences/permits approved before July 1, 2022, rules have been added that, when followed, enable some conditions to be removed from a site plan when filed with the ministry; and
- Other policy changes to support the beneficial reuse of excess soil at pits and quarries in Ontario

For complete details of these changes please refer to the decision notice posted on the Environmental Registry at the following address: [www.ero.ontario.ca](http://www.ero.ontario.ca); then search for notice: **019-4801**.

If you have any questions about the new requirements, or should you require a French version of this letter, please contact us by email at [aggregates@ontario.ca](mailto:aggregates@ontario.ca).

Sincerely

A handwritten signature in black ink, appearing to read "Jennifer Keyes", with a stylized flourish at the end.

Jennifer Keyes,

Director, Resources Planning and Development Policy Branch



**NOTICE OF PUBLIC MEETING  
CONCERNING AN AMENDMENT TO THE DISTRICT OF MUSKOKA OFFICIAL PLAN**

**District of Muskoka Official Plan Amendment (OPA) 52  
Provincial Policy and Legislative Updates, Indigenous Land Acknowledgement, and Technical  
Revisions**

The District of Muskoka Community and Planning Services Committee will hold a Public Meeting on:

Date	Time	Location
May 19, 2022	1:00 p.m.	This meeting will be held ELECTRONICALLY in accordance with the Municipal Act and the District of Muskoka Procedural By-law, which allow meetings to be held virtually

**PURPOSE:** The Public Meeting is being held to receive feedback on a proposed Amendment to the Official Plan of the Muskoka District Area (**OPA 52 – Provincial Policy and Legislative Updates, Indigenous Land Acknowledgement, and Technical Revisions**), pursuant to the provisions of the *Planning Act*, as amended.

**SUMMARY:** The proposed OPA will ensure the Muskoka Official Plan incorporates the most current and relevant legislation and policy, and is clear and consistent, while maintaining the overall intent of the Plan as approved in 2019.

**PROVIDING COMMENTS:** Feedback on the proposed OPA is strongly encouraged to be made in writing, **preferably before the public meeting date** but would be accepted any time prior to a decision being made by The District of Muskoka. Members of the public or agencies wishing to make oral submissions either in support of, or in opposition to, the proposed OPA may do so at the public meeting through Zoom. A link to the Zoom meeting and instructions on how to participate online or via telephone will be made available in the May 19, 2022 Community and Planning Services Agenda. For those wishing to observe the proceedings (and not provide verbal comments), the District's webcast can be accessed at the following link: <https://www.muskoka.on.ca/en/district-government/webcasts.aspx?mid=2313>.

**EXPLANATION OF THE PURPOSE AND EFFECT OF THE PROPOSED OPA:** The proposed OPA would improve clarity and consistency in policies throughout the Muskoka Official Plan (MOP), recognize the Indigenous Communities which have a current or historic interest in Muskoka, as well as ensure the most up to date Provincial policy is reflected and appropriately implemented in the MOP. Additionally, through the implementation of the MOP through development proposals and other policy initiatives both at the District and Area Municipal level, staff have identified other minor policy and mapping revisions and updates which are proposed to be addressed through the approval of this amendment.

**APPEALS AND NOTICE OF DECISION:** If a person or public body does not make oral submissions at a public meeting or make written submissions to The District of Muskoka before the proposed OPA is adopted, the person or public body is not entitled to appeal the decision of The District of Muskoka to the Ontario Land Tribunal (OLT) and the person or public body may not be added as a party to the hearing of an appeal before the OLT unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

To protect your appeal rights, if you wish to be notified of the decision of The District of Muskoka on the proposed OPA, you must make a written request to the District Clerk, by email at

[amy.back@muskoka.on.ca](mailto:amy.back@muskoka.on.ca) or by mail to 70 Pine Street, Bracebridge, ON, P1L 1N3. Please include your name and mailing address in the correspondence.

**ADDITIONAL INFORMATION:** Copies of the proposed OPA and related background information are available for review online at [muskoka.on.ca](http://muskoka.on.ca). Due to the Covid-19 pandemic and the closure of The District of Muskoka Municipal Offices, further information can be provided electronically upon request. Should you need assistance, please contact Elizabeth Purcell, Manager of Planning, at 705-645-2231, ext. 4288 or at [elizabeth.purcell@muskoka.on.ca](mailto:elizabeth.purcell@muskoka.on.ca) during regular office hours, 8:30 a.m. to 4:30 p.m., Monday to Friday.

**DATED** at the District of Muskoka this 27<sup>th</sup> day of April 2022.



**Library Board Minutes**  
**March 28, 2022 @ 6 pm**

**Attendance via Zoom:** Tina Martin

**In-person:** Gloria Brown, Bob Elliott, Bernadette Kerr, Steve Kirkey, Debbie Piekarski, Doug Walli, Marie Rosset

**Absent with regrets:** Debbie Piper

**1. Respect and Acknowledgement Declaration Read by CEO**

**2. Disclosure of pecuniary interest – none**

**3. Approval of general consent motion:**

**Motion # 2022-08 Piekarski-Brown:** That the Consent Agenda for March 2022, which includes:

- a) The March 28, 2022 agenda,
  - b) the Minutes for the February 24, 2022 meeting,
  - c) the Financial Report for February 2022,
  - d) and the Library Report for February 2022,
- be adopted as presented.

**4. Business Arising**

**a) 2021 Audited Statements Presentation**

Jessica Dion CPA, CA, Senior Manager/Chef d'équipe sénior at Baker Tilly SNT LLP/s.r.l. presented the audited statements of 2021.

- Actual 2021 Surplus is \$29,885, a portion of which will be placed in reserves.
- Jessica recommended that the Board set a reserve goal to work toward, develop a reasonable wish list. Doing this will facilitate fundraising efforts.

**Motion # 2022-09: Brown-Piekarski:** the year-end 2021 audited financial statements be adopted as presented.

**b) Current Library Services Update**

Services remain the same as before

- Open to the public at 100% capacity, mask are welcome and encouraged for everyone's safety.
- Computers available to the public – one hour time limit
- Lifelab services continue on Mondays and Thursdays from 8am to 11pm
- All current events returned to in-person, a few are now in hybrid form (in-person and on Zoom), such as the Book Club, French, Friends of the Library, and the Library Board meetings. Knitting, and Rug Hooking are in person only.

**c) New Schedule Proposal**

Due to budget restrictions and staff shortages, the library continues to operate at reduced hours. The timing for the new schedule is estimated for May 2<sup>nd</sup>.

**d) Trillium Resilience Grant**

- We want to thank Kim Bester from the Municipality of Powassan for helping us with the application.

**e) Insurance Proposal**

- Marie is still waiting for another quote from Debbie Piper's insurance provider.

**5. Correspondence**

Letter from WSIB announcing a rebate for organizations who qualify. The library does.

**6. Committee Reports**

**a) Property Committee Report**

Items to report

1. Water accumulation issues at the base of the emergency door off the kitchen room – still needs to be addressed
2. Maple Hill Roofing will repair the roof damage incurred during last year's windstorm. Estimated cost is \$147 plus materials.

**b) Financial Committee**

Marie presented a balanced 2022 budget. It includes a 1% increase of municipal library fees, a 2.1% increase in overall wages, and a drastic paring down of many non-essential categories. The 2021 surplus will be placed in a GIC, amount to be determined at the next Library Board meeting.

**Motion # 2022-10: Brown-Walli:** That the 2022 Library budget be adopted as presented and sent to the three Councils for approval.

**c) Policy Committee Report**

**i. Strategic Plan 2023-2027**

The next Strategic Plan Committee meeting will be in May. Meanwhile, Board Members are strongly encouraged to complete the Success-Challenge and SWOT exercises by next Board meeting on April 28<sup>th</sup>.

**ii. SERV-07 PDUPL Facility Use Policy**

**Motion # 2022-11: Walli-Kerr:** That the SERV-07 Agreement for PDUPL Facility Use Policy be adopted as modified.

**d) Friends of the Library Report**

Nothing much to report other than the Friends are auctioning off a Spring/Easter basket in early April.

**7. New Business**

**a) Board Succession Planning**

Members were asked to report at the April meeting whether they are interested in continuing as Board Members for the next session.

**b) Upcoming Events:**

- Marty Schreiter, our new Programming Coordinator, is planning a series of community conversations on the pandemic experience starting in May 2022.

**8. Adjournment**

**Motion # 2022- 12:** That the April 28, 2022 meeting be adjourned at 7:30 pm.

**Next Meeting: Monday, April 25, 2022 at 6:00pm**

Chairperson: *Kristine Martin*  
Kristine Martin, Chair

Secretary: *Marie Rosset*  
Marie Rosset, CEO



**Library Board Minutes**  
**April 25, 2022 @ 6 pm**

**Attendance via Zoom:** Bernadette Kerr

**In-person:** Tina Martin, Gloria Brown, Steve Kirkey, Debbie Piper, Doug Walli, Marie Rosset

**Absent with regrets:** Bob Elliott

**Absent:** Debbie Piekarski,

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

**Motion # 2022-13 Brown-Kerr:** That the Consent Agenda for April 2022, which includes:

- a) The April 25, 2022 agenda,
  - b) the Minutes for the March 28, 2022 meeting,
  - c) the Financial Report for March 2022,
  - d) and the Library Report for March 2022,
- be adopted as presented.

**4. Business Arising**

**a) Current Library Services Update**

Services remain the same as before

- Open to the public at 100% capacity, mask are welcome and encouraged for everyone's safety.
- Computers available to the public – no time limit
- Lifelab services continue on Mondays and Thursdays from 8am to 11pm
- All current events returned to in-person, a few are now in hybrid form (in-person and on Zoom), such as the Book Club, French, Friends of the Library, and the Library Board meetings. Knitting, and Rug Hooking are in person only.

**b) New Schedule Proposal**

New schedule starts May 2, 2022.

Mon., Wed., Fri., 10am to 5pm; Tues., Thurs., 10am to 7pm; Sat. 10am to 2pm; Sun. Closed.

**c) Trillium Resilience Grant**

- Received \$6,607 from the Trillium Resilience Grant.
- Thank you to everyone at the Municipality of Powassan who helped us in getting this grant.
- Items to purchase: 6 outdoor chairs, 4 indoor chairs, new camera security system, 2 WIFI Hotspots, and one Smart TV



**d) Insurance Proposal**

- Marie is still waiting for another quote from Debbie Piper's insurance provider.

**5. Correspondence**

None to report

**6. Committee Reports**

**a) Property Committee Report**

Will meet on April 29 to discuss the water accumulation issues at the base of the emergency door off the kitchen room.

**b) Financial Committee**

Decision reached to purchase a GIC for \$15,000 with the \$29,885 surplus from 2021. Brings total reserve in GIC to \$45,000.

**Motion # 2022-14: Kirkey-Piper:** That \$15,000 from the 2021 surplus be used to purchase a cashable GIC

**c) Policy Committee Report**

**i. Strategic Plan 2023-2027**

The next Strategic Plan Committee meeting will be later in May. The goal is to complete the 2023-2027 Strategic Plan by November/December of 2022.

**ii. PART-05 Mobile WIFI Hotspot Lending Policy**

**Motion # 2022-15: Piper-Walli:** That the PART-05 Mobile WIFI Hotspot Lending Policy be adopted as presented.

**Motion # 2022-16: Piper-Walli:** That the Mobile WIFI Hotspot Lending Agreement be adopted with modifications as discussed.

**d) Friends of the Library Report**

Friends are considering subsidizing a Summer StoryWalk on Main Street for July and August and a couple of guest performers for the Summer Program.

**7. New Business**

**a) Board Succession Planning**

Bob Elliot informed the CEO that he will not be returning for the next session.

**b) Grants Update**

- Success with Federal 2022 CSJ Program – 2 eight-week summer positions
- Provincial Summer Experience Program – no news

**c) Upcoming Events:**

- Community Conversations Event: see attached Appendix A for outline and schedule.

**8. Adjournment**

**Motion # 2022- 17: Brown -** That the April 25, 2022 meeting be adjourned at 7:15 pm.

**Next Meeting: Monday, May 23, 2022 at 6:00pm**

**Chairperson:** \_\_\_\_\_  
**Kristine Martin, Chair**

**Secretary:** \_\_\_\_\_  
**Marie Rosset, CEO**

## Appendix A

### Community Conversation Series – Rebuilding a Healthy Community

#### Schedule of Events:

##### **Week 1: Our Changed World**

Wednesday, May 11th, 2022 6:30 p.m.

The World has Changed! How have community leaders managed through this difficult time!

- Mayor Peter McIsaac, Municipality of Powassan Mayor
- Jennistine Leblond, Township of Chisholm CAO
- TBD, Township of Nipissing

##### **Week 2: How Can Faith Communities and Social Organizations Help in Rebuilding?**

Wednesday, May 18th, 2022 6:30 p.m.

Traditional sources of inspiration during a global pandemic have reshaped our faith communities in how they deliver their message.

- Father Eric Mason – St. Joseph's Church
- Arlene Hummel – Lay Representative – Powassan United Church
- Dave Johnston – Powassan Wesleyan Church

##### **Week 3: The Business and Labour Costs and Opportunities to Our Community**

Wednesday, May 25th, 2022 6:30 p.m.

Business sectors throughout urban and rural communities within Canada have had to pivot in leading innovation while maintaining increased safety and customer service.

- Jody Armit Vice President Almaguin Chamber of Commerce
- Paul Oshell – Owner Valu-mart

##### **Week 4: Community Impact**

Wednesday, June 1, 2022 6:30 p.m.

Historical settlements of people have come to Powassan and surrounding area with tremendous hope of a new dawn, what have we learned that could help our community embrace today and build for tomorrow?

- Mary Heasman – Historian
- Howard Kissel – President Sons of Jacob Synagogue, North Bay
- Yost Yoder – Amish Representative Powassan

##### **Week 5: Who Are the Heroes?**

Wednesday June 8, 2022

The social determinant of health speaks to the unequal results of our present Canadian Health Care Policy, how can we correct some of these negative impacts at our local level?

- Anna Gibson, Executive Director Powassan & Area Family Health Team
  - Seth Compton, Executive Director OUTloud North Bay 2SLGBTQA
  - Jessica Busch, Program Manager, The Women's Own Resource Centre
-

## CITY OF VAUGHAN

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

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

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

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

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

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

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

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

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

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

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

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

## **CITY OF VAUGHAN**

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

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

#### **NOW THEREFORE BE IT RESOLVED:**

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

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

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

## **CITY OF VAUGHAN**

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

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

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

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

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

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

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

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

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

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

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

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

## **CITY OF VAUGHAN**

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

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

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

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

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

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

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

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

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

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

## **CITY OF VAUGHAN**

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

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

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

#### **Recommendations**

1. That Council receive this report for information.



**DATE:** March 15, 2022

**TO:** Mayor and Members of Council

**FROM:** Haiqing Xu, Deputy City Manager, Planning & Growth Management

**RE:** **COMMUNICATION – March 22, 2022, Council**  
**Item #2, Report #11, Committee of the Whole (WS)**  
**RESOLUTION SUPPORTING MUNICIPAL FINAL AUTHORITY  
FOR DEVELOPMENT PLANNING**  
**Additional Staff Input on the Housing Affordability Task Force Report**

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### **Purpose**

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

### **Analysis**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Approved by**

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

Haiqing Xu, Deputy City Manager,  
Planning & Growth Management

**Kris Croskery - Hodgins**

---

**From:** Renaud, Hope (MTO) <Hope.Renaud2@ontario.ca> on behalf of Villneff, Herb (MTO) <Herb.Villneff@ontario.ca>  
**Sent:** Wednesday, April 27, 2022 3:14 PM  
**To:** admin@nipissingtownship.com  
**Subject:** 107-2022-1380 Request for Speed Limit Review on Hwy 522  
**Attachments:** Request of Speed Limit Review on Hwy 522 - Settlement Area (273 KB)

Dear Kris Croskery-Hodgins:

Thank you for sharing the Township of Nipissing's Resolution requesting the Ministry of Transportation (MTO) complete a speed limit review on Highway 522 between Alsace Road and Old Nipissing Road in the Township of Nipissing. I appreciate the opportunity to respond on behalf of the ministry.

The MTO will conduct a complete review of the area in order to assess all operating characteristics and make appropriate recommendations. We anticipate this review will be completed by the end of summer 2022. Once the review is completed and all data is analysed ministry staff will share the results with the Township.

Thank you again for bringing your concerns to our attention. If you have any additional questions or concerns regarding this matter, please contact me or Michelle Proietti, Head, Traffic Engineering directly at [michelle.proietti@ontario.ca](mailto:michelle.proietti@ontario.ca).

Sincerely,

Herb Villneff  
Director, East / Northeast Operations  
Ministry of Transportation  
705-497-5500  
[herb.villneff@ontario.ca](mailto:herb.villneff@ontario.ca)



# **Commanda Community Centre**

4009 Highway 522  
General Delivery  
Commanda, ON P0H 1J0

April 26, 2022

Mayor and Council  
Township of Nipissing  
Nipissing ON P0H 1W0

Re: Fund-Raising Spring Dance May 28, 2022

The Commanda Community Centre wishes to hold a fund-raising dance under the authority of a Special Occasion permit. As this will be partly held outdoors, we are required by the Alcohol and Gaming Commission of Ontario to notify you of our plans, as well as to provide an identification of the physical boundaries of the proposed outdoor area.

We trust this information is satisfactory. If you have questions, please feel free to call me at (705) 729-1816.

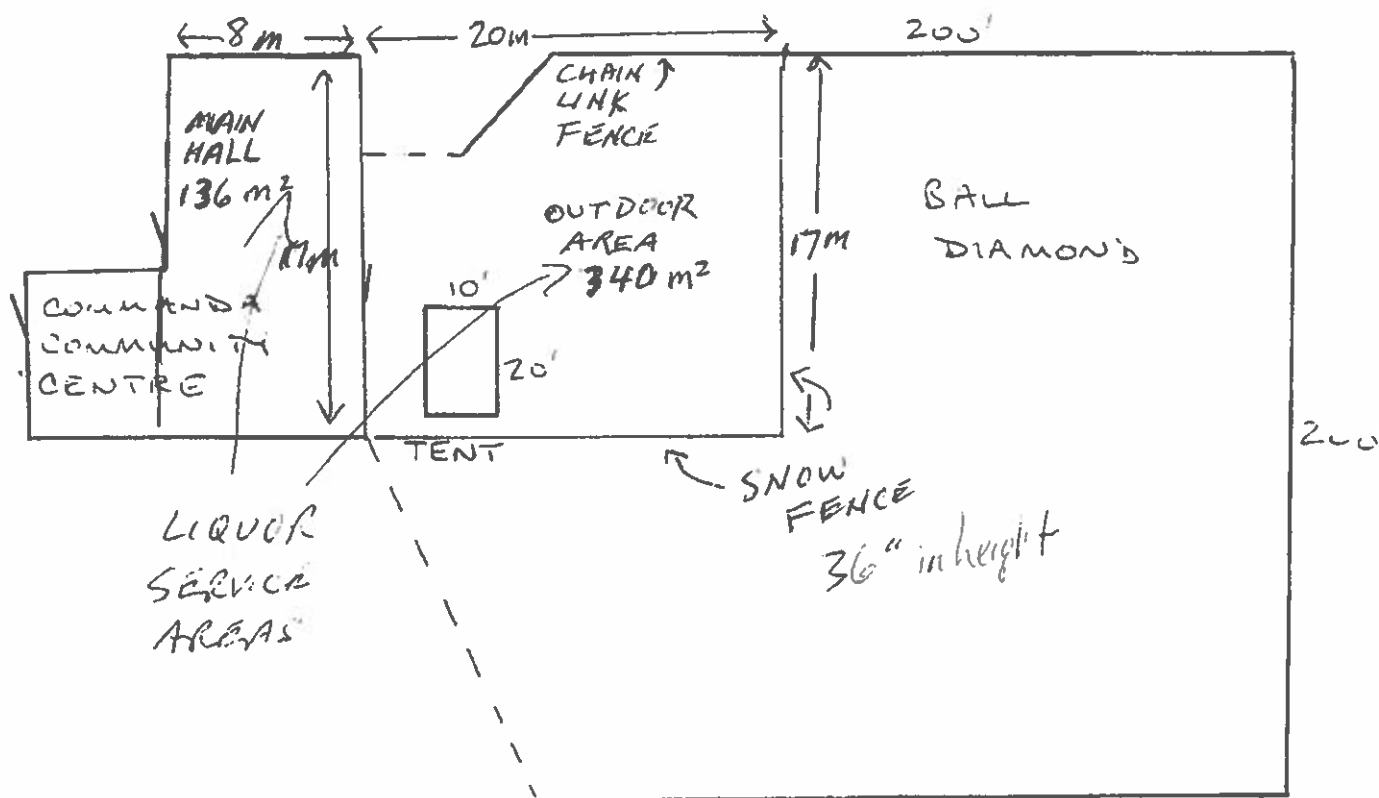
Sincerely,



Tom Marchant  
President  
Commanda Community Centre



HWY 522



4009 HWY 522

COMMAND &

ON

POH 150





## **TOWNSHIP OF NIPISSING**

### **RESOLUTION**

**DATE: May 10, 2022**

**NUMBER: R2022-**

**Moved by**

**Seconded by**

**That the statement of accounts dated:  
April 27 and May 5, 2022;**

**Totaling \$151,269.60 be approved.**

<b>For</b>	<b>Against</b>
------------	----------------

<b>PIPER</b>	
<b>KIRKEY</b>	
<b>MARCHANT</b>	
<b>MOORE</b>	
<b>SCOTT</b>	

**Carried**

**Mayor: TOM PIPER**