

***** AGENDA *****
Tuesday, December 6, 2022
*****START TIME 6:30 p.m.*****

1. Disclosure of pecuniary interest.
2. Committee Reports.
3. Public Meeting regarding Zoning By-Law Amendment Application Lake Nipissing Road.
4. By-Law: Zoning By-Law Amendment for lands located on Lake Nipissing Road, legally described as Concession 12, Part 13; RP 42R-16230, Part 1.
5. By-Law: Authorize a Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair Agreement with the Municipality of Callander.
6. By-Law: Authorize a Shared Services Agreement for Chief Building Officer Services with the Municipality of Callander.
7. By-Law: Adopt a Community Emergency Plan for the Township of Nipissing.
8. Resolution: Adopt the minutes of the meeting held November 15 and Special Council meeting held November 22, 2022.
9. Resolution: Support the Appointment of Dave Britton, Municipality of Powassan, to the Board of Management of Eastholme.
10. Resolution: Submit the Nomination of Shelly Foote, Township of Nipissing, as the representative to the Parry Sound District Emergency Medical Service Advisory Committee.
11. Correspondence.
12. Accounts to pay.
13. Closed Session:
 - 239.(3)(b) an ongoing investigation respecting the municipality by the Ombudsman. Council will review the preliminary report provided by the Ombudsman regarding an investigation into Closed Session Meetings.
 - 239.(2)(b) personal matters about an identifiable individual, including municipal or local board employees. Council will receive a recommendation for staff member position changes.
14. By-Law: Confirming Proceedings of Council at its meeting held December 6, 2022
15. 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/UC2XSMZqRNHbwVppelfKcEXw>

TOWNSHIP OF NIPISSING			
Report Prepared For:	John-Paul Negrinotti	Application Number:	ZBA 2022-__
Report Prepared By:	Jamie Robinson MCIP, RPP and Patrick Townes, BA, BEd	Applicant/Owner:	Marc and Shelley Purdon
Location:	Part Lot 13, Concession 12, Township of Nipissing	Application Type:	Zoning By-law Amendment
		Report Date:	December 6, 2022

A. PROPOSAL/BACKGROUND

A Zoning By-law Amendment application has been submitted by Wayne Simpson of Tulloch, on behalf of Marc and Shelly Purdon who are the owners the subject property located at Part Lot 13, Concession 12 in the Township of Nipissing. The Zoning By-law Amendment proposes to permit the storage of ice huts and ice bungalows and a garage building, inclusive of an administrative office on the subject property.

The owners currently operate Angler's Haven which is located to the north of the subject property at 488 Unit B Lake Nipissing Road (intersection of Lake Nipissing Road and Promise Land Road). The owners are proposing to move the majority of the storage of their ice huts/ ice bungalows to the subject property. In addition to the storage of ice huts and ice bungalows on the subject property the owners are proposing to build a 225 square metre (2,422 square feet) building to house their ice equipment and an office to facilitate the ice hut and ice bungalow rentals. A parking area is also proposed.

The subject property has lot frontage on Lake Nipissing Road and is legally described as Part 1 on Plan 42R-16230. The subject property is approximately 1 hectare (2.6 acres) in lot area with 106 metres of lot frontage on Lake Nipissing Road (year round municipal road). The subject property is outlined in red on Figure 1.

The subject property is currently vacant and a majority of the subject property is cleared, as shown on the aerial imagery on Figure 2. Wade's Creek is generally located adjacent to the rear property line of the subject property and the surrounding land uses to the east are cleared and vacant while the lands to the south (across Lake Nipissing Road) are primarily forested lots.

A copy of the site plan submitted with the application has been included in Figure 3. Figure 3 shows the proposed parking area, the proposed building and the proposed storage areas for ice huts and ice bungalows. The owners have an agreement with Wade's Landing Marina for access to Lake Nipissing.

Figure 1. Subject Property

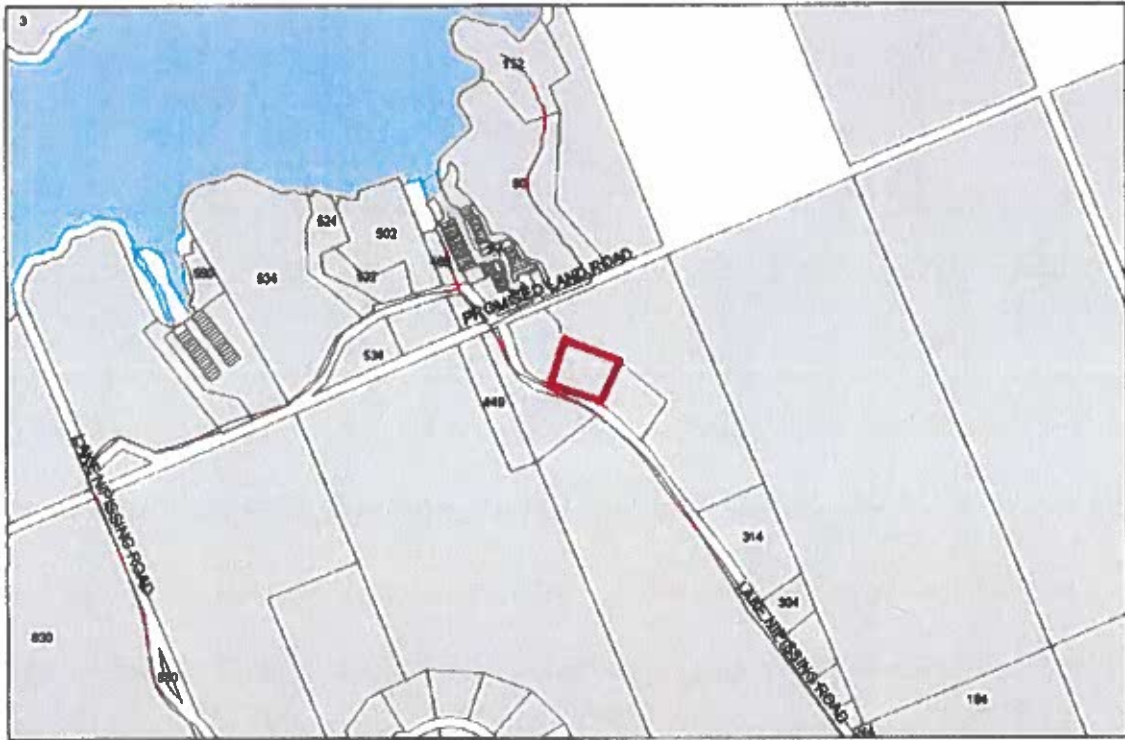


Figure 2: Aerial of Subject Property



Figure 3: Proposed Site Plan

proposal seeks to contribute to tourism and recreation in the area by providing services for recreational activities (ice fishing).

Section 2 of the PPS contains policies pertaining to the wise use and management of resources, including the long term protection of natural heritage features. Schedule B of the Official Plan identifies a watercourse (Wade's Creek) adjacent to the rear property line of the subject property. Based on the location of the proposed development and the 15 metre natural state area that is being maintained, the proposed uses are not anticipated to have a negative impact on the watercourse. In addition, a 30 metre setback from the proposed development has been indicated on the site plan (Figure 3). No vegetation removal has been proposed by the owners to facilitate the proposed uses on the subject property. The Official Plan does not identify any other natural heritage features on the subject property, or within adjacent lands.

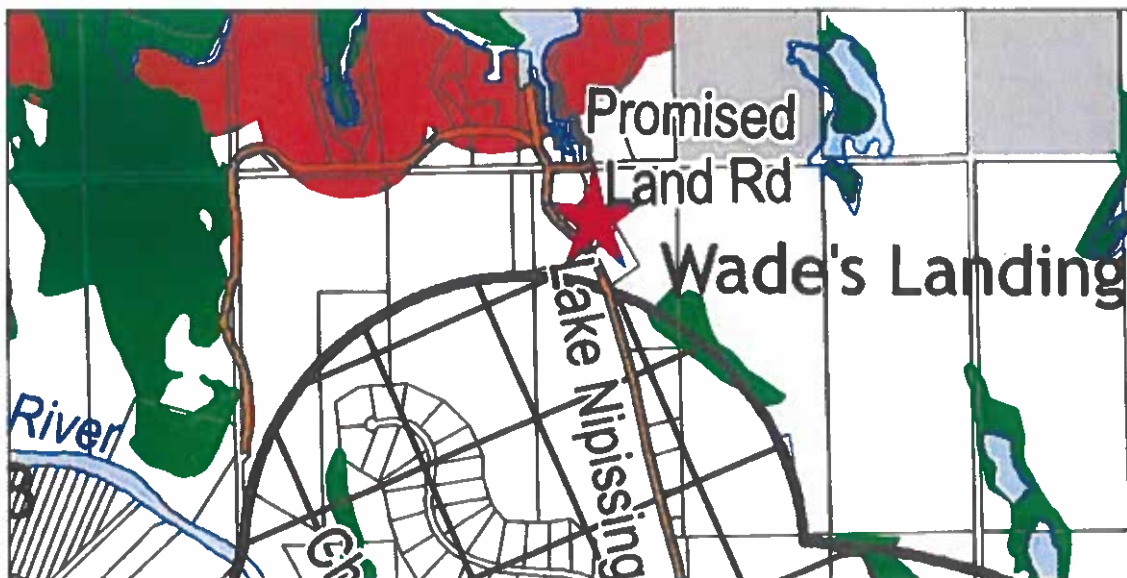
Section 3 of the PPS emphasizes the importance of protecting public health and safety in order to reduce the potential for risk to residents from natural or human-made hazards. There is a watercourse adjacent to the rear property line of the subject property, however the proposed development is to be located a minimum of 30 metres from the watercourse. Any future habitable development will have to respect the minimum opening elevations associated with the flood elevation of Lake Nipissing. Hazards associated with the watercourse are not anticipated to affect the proposed development.

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

B2. Township of Nipissing Official Plan

The subject property is designated Rural on Schedule A of the Official Plan. Schedule B of the Official Plan identifies a watercourse adjacent to the rear property line of the subject property. An excerpt of Schedule A of the Official Plan is included in Figure 4.

Figure 4: Excerpt of Schedule A



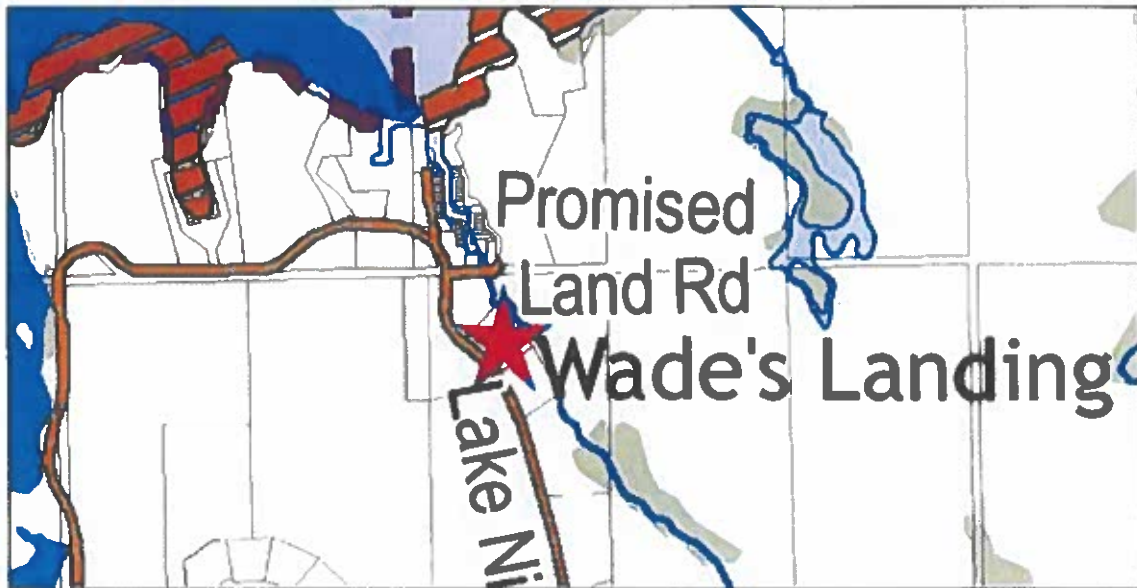
The permitted uses within the Rural designation are included in Section 2.2.2 of the Official Plan. Of note, commercial and industrial uses are included as permitted uses. The proposed use is unique and is categorized as outdoor storage (typically considered a commercial use). The proposed use is a permitted use within the Rural designation of the Official Plan.

For commercial uses within the Rural designation, Council shall have regard for possible impacts on adjacent residential uses, and appropriate conditions regarding setbacks, buffering and limitations on road access should be imposed. Section 2.2.6.2 of the Official Plan states that such commercial uses primarily serve the needs of the rural area or the travelling public, adequate buffering shall be provided between the proposed commercial use and adjacent residential uses, they have frontage on a public road, access points are limited and environmentally sensitive and resource production areas are not adversely affected.

There are no existing residential uses in proximity to the subject property as the surrounding lands remain predominately vacant. The commercial use will also serve the travelling public as it will provide ice hut and ice bungalow rentals through the owner's existing Angler's Haven business. The owners have proposed areas to be left in a natural state along the boundary of the subject property (from the road and adjacent uses) to provide separation for the commercial use from the road and adjacent properties. Access will also be one driveway entrance/exit from Lake Nipissing Road (a year round public road). There is a watercourse adjacent to the rear property line of the subject property and the proposed development is to be located 30 metres from the watercourse. An area to be left in a natural state is also proposed to be preserved along the rear property line.

Section 5.1 of the Official Plan includes policies regarding natural heritage features. As discussed, there is a watercourse adjacent to the rear property line of the subject property. The watercourse is not identified in the Official Plan as a natural heritage feature on Schedule B, however, given the distance from the proposed development to the watercourse, no negative impacts are anticipated to the watercourse. An excerpt of Schedule B of the Official Plan is included in Figure 5. The owners have indicated that any vegetation on-site surrounding the watercourse will be maintained. In addition, a 30 metre setback from development has been proposed on the site plan (Figure 3).

Figure 5: Excerpt of Schedule B



The proposed use is permitted in the Rural designation and the proposed Zoning By-law Amendment conforms to the Official Plan.

B3. Zoning By-Law 2012-12

The subject property is zoned Rural (RU) in the Township of Nipissing Zoning By-law. The application is to permit ice hut storage and ice bungalow storage on the subject property, and an associated garage. The Zoning By-law Amendment will apply a site specific zone to the subject property.

Section 3.19 of the Zoning By-law provides the general provisions for ice bungalows and ice huts and states:

- a) *An Ice Bungalow or Ice Hut shall only be permitted to be used for human habitation, including temporary accommodation, when located on ice.*
- b) *Notwithstanding any other provision of this by-law, no ice hut or ice bungalow shall be stored within the required front yard or exterior side yard of a lot.*

In addition to the storage of ice huts and ice bungalows the owners are also proposing to build a 225 square metre (2,422 square feet) garage building to house ice equipment storage and an office for ice hut/bungalow rentals. Open storage of related equipment and patron parking is also being proposed.

Section 3.26 of the Zoning By-law prohibits open or outside storage in any front yard in any Zone. The site plan included as Figure 3 does not propose any storage in the front yard. The site plan also indicates the areas proposed for the storage of ice huts and ice bungalows. The owners have indicated that they would like permission for a maximum of 40 ice huts/ice bungalows to be stored on the subject property.

Section 3.27 includes the parking provisions. For commercial uses 1 parking space is required for every 30 square metres of commercial space. The proposed building is 225 square metre (2,422 square feet) and therefore 8 parking spaces are required for the proposed development. The site plan included as Figure 3 proposes 20 parking spaces. There is sufficient parking provided on the subject property.

The standards for the Rural (RU) zone are as follows:

	RU Zone	Proposed
Maximum Lot Coverage	15 %	Less than 15%
Minimum Yard (Front)	15 metres	> 15 metres
Minimum Yard (Rear)	15 metres	> 15 metres
Minimum Yard (Interior Side)	6 metres	> 6 metres
Minimum Yard (Exterior Side)	6 metres	N/A
Maximum Height	10 metres	Proposed to be less than 10 metres

The proposed development complies to the standards of the Rural (RU) zone.

The storage of ice huts and ice bungalows is not listed as a permitted use within the Rural (RU) Zone and therefore the amendment to the Zoning By-law is required to permit the proposed uses on the subject lands. The recommended provisions for the Special Zone include the following:

- a) A maximum of 40 ice huts/ice bungalows shall be permitted.
- b) A maximum of one driveway from Lake Nipissing Road is permitted to access the ice hut/ice bungalow storage area.
- c) A minimum area to be left in natural state of 15 metres is required along the front lot line with the exception of the area required for the driveway to access Lake Nipissing Road.
- d) A minimum area to be left in natural state of 6 metres is required along the interior side lot lines.
- e) A minimum area to be left in natural state of 15 metres is required along the rear lot line.
- f) A building with a maximum size of 225 square metre (2,422 square feet) is permitted to be used for an administrative office and storage of maintenance equipment associated with the ice hut/ice bungalow storage use.

C. PUBLIC COMMENTS

One letter of concern was received. The comments have been summarized below with a response provided:

- 1 If Council approves this amendment it will set a precedent for commercial uses being permitted in the immediate rural area.

Commercial uses are permitted in the Rural designation. For commercial uses Council is to have regard for the following: possible impacts to adjacent residential uses is considered, and appropriate conditions regarding setbacks, buffering and limitations on road access should be imposed. In addition the Official Plan states that such commercial uses primarily serve the needs of the rural area or the travelling public, adequate buffering shall be provided between the proposed commercial use and adjacent residential uses, they have frontage on a public road, access points are limited and environmentally sensitive and resource production areas are not adversely affected. These policies have been reviewed as part of the application and analysis is provided in this report.

Commercial uses are also permitted in the Rural Zone. The purpose of the Zoning By-law amendment is to add the additional permitted use of ice hut/ bungalow storage in the rural zone.

2. The Zoning By-law was approved in 2020 and the rural zone was appropriate for the property then why is it being considered to be Commercial now?
Please see responses to comment #1.
3. The storage of ice huts/ bungalows is an eye sore for the area, especially in the summer.

The Official Plan and the Zoning By-law include policies and provisions to mitigate this concern. The proposal includes a 15 metre setback (to remain in a natural state) from Lake Nipissing Road to remain as well as a 6 metre setback (to remain in a natural state) from the side lot lines. In addition, the Zoning By-law does not permit outdoor storage in the front yard. The design of the site has been carefully considered and the applicant has confirmed that the units are to be stored in accordance with the site plan provided.

- 4 The proposed commercial use will have a negative impact on residential property values and will deter future residential development on vacant lots.

Please see responses to comments #1 and #3.

5. Proposal is adjacent to the stream leading into Lake Nipissing and the additional activity and development on the site will further encroach upon and interfere with wildlife habitat.

A setback of 30 metres is maintained from the stream as required by the Zoning By-law.

D. RECOMMENDATION

The owners are proposing to store ice huts and ice bungalows as well as a building for the storage of ice equipment and an office for the business. Ice hut and ice bungalow storage are not permitted uses in the Rural Zone.

A site specific zone is recommended for the proposed use on the subject property. The proposed use is permitted by both the PPS and within the Rural designation in the Township Official Plan

Based on the design elements included in the proposed site plan, the proposed use is to be separated from the road and from adjacent properties, and there are areas identified on the site plan to be left in a natural state. No land use conflicts are anticipated as a result of the proposed development and the design has been carefully considered by the owners.

On the basis of this review, it is recommended that Council receive this Report and pass the Zoning By-law Amendment. If there are opposing comments received by Council, Council has the option not to make a decision on the application at the Public Meeting, a defer a decision until such time staff can prepare a supplementary report to that considers any comments that have been received.

MHBC PLANNING



Patrick Townes, BA, BEd
Associate



Jamie Robinson, BES, MCIP, RPP
Partner

Ms Karen Trimble
16 Ridgevalley Crescent
Toronto, ON M9A 3J6
November 23, 2022

Township of Nipissing Office
45 Beatty St,
General Delivery
Nipissing, ON
POH 1W0
ATTENTION: Kris Croskery-Hodgins
Municipal Administrator

VIA MAIL AND EMAIL (admin@nipissingtownship.com)

RE: Application to Amend Zoning By-Law 2020-20

Dear Township of Nipissing Office:

As an impacted property owner, I am writing to express my serious concerns with the application to amend Zoning By-Law 2020-20. My concerns are as follows:

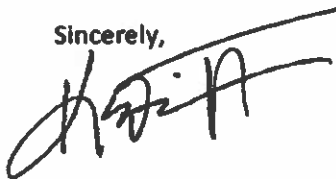
1. While the proposed amendment to the Zoning By-law is framed as a "site-specific" amendment, it will have far-reaching and significant long-term impact on the entire Zoning By-Law for Nipissing and, more particularly, for the area shown on the Key Map. To allow such an amendment will surely lead to additional applications for amendments to the Zoning By-law and by allowing one such exception, Council will be forced to accept others or be forced to defend its decision on appeal where it has already allowed an exception. It is a slippery slope and Council will be responsible for changing the entire future of the Key Map area.

The current mix of commercial use with rural and residential land uses in the area undoubtedly is a result of the existing commercial facilities pre-dating zoning in the area. Property owners have had, and should have, every expectation that new development would continue in accordance with the existing zoning requirements. The fact is that this By-law was only enacted in 2020. Council obviously looked at zoning requirements for this area at that time and thought it appropriate to continue to zone it rural. Why two years later are you allowing it to become commercial?

2. This proposed amendment to permit an ice hut storage facility of 40 ice huts and bungalows, a garage/maintenance/office building, 20 parking spaces, and open storage of related equipment, will create an eye-sore which will surely detract from the impression and guest experience of all people who access Lake Nipissing and the Wades Landing area from Lake Nipissing Road. Most of the people accessing Lake Nipissing through Fish Bay do so via Lake Nipissing Road and during the summer months, the ice huts and bungalows will all be stored on the property and piled together with stored equipment on the site. All one has to do is drive by an area where there are existing ice huts being stored to confirm that such a use detracts from the guest experience.
3. This proposed amendment will negatively impact land values for all existing property owners in the area. Lake Nipissing Road has had some very nice residential homes built on it in recent years. We were all encouraged to believe additional homes would be built along Lake Nipissing Road. The 3 lots, of which the subject property is the middle lot, surely reflects that they were subdivided for this very purpose. But this type of commercial activity "next door" cannot help but deter further residential building adjacent to or near the proposed commercial site – to say nothing of negatively impacting the value of existing residential properties.
4. The proposed amendment is directly adjacent to the stream leading into Lake Nipissing and to important wetlands for flora and fauna and will negatively impact the wildlife in the area. Twenty car spaces implies a lot of human activity for this small area where we regularly see moose, deer, bears, beaver, fox, turtles, blue heron, and many other animals on or near this site. The addition of a permanent garage and maintenance facility as proposed by this amendment may impact those lands and these uses will further encroach upon and interfere with, wildlife habitat.

As I am unable to attend the meeting on December 6th, I would ask that this letter be included in the record as a written submission objecting to the proposed amendment and that I be informed of the decision of Council at the address shown at the top of this letter. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Trimble', with a long horizontal flourish extending to the right.

Karen Trimble



The Corporation of the Township of Nipissing
45 Beatty Street
Nipissing ON P0H 1W0
Telephone 705-724-2144 Fax 705-724-5385
www.nipissingtownship.com

REPORT TO COUNCIL

Date: December 6, 2022
From: Kris Croskery-Hodgins, Municipal Administrator
Re: Boundary Road Agreement Renewal with Municipality of Callander

BACKGROUND/OVERVIEW

In July 2014, Council authorized a renewal of a Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair Agreement with the Municipality of Callander. The previous agreement had been authorized in 2008.

This agreement provides for the routine maintenance and capital repair requirements and responsibilities on connecting roads shared with Callander.

FINANCIAL IMPACT

There is no monetary amount associated with the continuance of this agreement outside of the continued operational costs of road maintenance.

Capital construction costs on any shared road shall be shared equally between the municipalities, after prior mutual agreement, as required.

SUMMARY

This shared service is beneficial to both municipalities and has a successful history of providing maintenance efficiencies and a productive working arrangement.

RECOMMENDATION:

That Council authorize the renewal of this agreement.

Respectfully,


Kris Croskery-Hodgins, Municipal Administrator

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

BETWEEN

The Corporation of the Municipality of Callander

(hereinafter referred to as "Callander") OF THE FIRST PART

-and-

The Corporation of the Township of Nipissing

(hereinafter referred to as "Nipissing") OF THE SECOND PART

WHEREAS Callander passed By-law No. 2014-1419 and Nipissing passed By- Law No. 2014-31 in accordance with s.27(2) of the *Municipal Act, 2001* with respect to Highways under their Joint Jurisdiction (as herein defined);

AND WHEREAS pursuant to subsection 29.1(2) of the *Municipal Act, 2001*, each municipality has jurisdiction over that part of the Highway that it has agreed to keep in repair and is liable for any damages that arise from the failure to keep the Highway in repair and the other municipality is relieved from all liability in respect of the repair of that part;

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

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

1.0 DEFINITIONS

1.1 "Agreement" means this Joint Jurisdiction Highway and Connecting Road Routine Maintenance and Repair (M&R) Agreement, including the following Schedules:

- I. Schedule "A" - "Callander Joint Jurisdiction Highways";
- II. Schedule "B" - "Nipissing Joint Jurisdiction Highways";
- III. Schedule "C" - "Callander Connecting Roads";
- IV. Schedule "D" - "Nipissing Connecting Roads".

1.2 "Business Day" means any day other than a Saturday, Sunday, public holiday, or other day on which banks in Ontario are authorized or required by law to be closed, or a day on which the administrative offices of the Callander or Nipissing are closed.

1.3 "Capital Improvement" means any work that is outside of the Routine M&R as required by this Agreement and which materially improves and enhances any part of a Highway.

1.4 "Connecting Road" means a Highway or part thereof that lies within one municipality for which the other municipality agrees to perform Routine M&R in accordance with this Agreement.

1.5 "Contract Administrator" means an individual appointed by a municipality, or his/her designate, to oversee the administration of the Agreement.

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

2.0 JOINT JURISDICTION HIGHWAY

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

3.0 SUMMER ROUTINE M&R STANDARDS - JOINT JURISDICTION HIGHWAYS

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

4.0 WINTER ROUTINE M&R STANDARDS - JOINT JURISDICTION HIGHWAYS

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

5.0 CONNECTING ROADS

- 5.1 Callander agrees to carry out Routine M&R in respect of all the Connecting Roads or parts thereof described in Schedule "C" of this Agreement.
- 5.2 Nipissing agrees to carry out Routine M&R in respect of all the Connecting Roads or parts thereof described in Schedule "D" of this Agreement.
- 5.3 Callander and Nipissing shall perform all Summer Routine M&R for in accordance with the requirements of the *Maintenance Legislation* at a minimum.

- 5.4 Callander and Nipissing shall perform all Winter Routine M&R for in accordance with the requirements of the *Maintenance Legislation* at a minimum.
- 5.5 Callander agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "C".
- 5.6 Nipissing agrees to bear the entirety of the cost of Routine M&R for the Highways listed on Schedule "D".
- 5.7 Notwithstanding any other provision of this Agreement, each party shall be responsible and liable for all other maintenance and repair and other work relating to a Connecting Road within its geographical area, including without limitation, any Routine M&R and OSIM inspections with respect to Structures, as well as any Capital Improvement and/or Road Construction.
- 5.8 Callander and Nipissing shall retain jurisdiction over any Connecting Road within its original jurisdiction, irrespective of whether Routine M&R for that Connecting Road is performed by the other party to this Agreement.
- 5.9 Notwithstanding any other provisions in this Agreement, Capital Improvement work of any kind and/or Road Construction relating to any Connecting Road outlined in Schedules "C" and "D" shall not be undertaken by either party within its boundary without properly notifying the other municipality as soon as can be reasonably expected and obtaining written consent from both parties.

6.0 ROUTINE M&R - STRUCTURES

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

7.0 COST OF WORK REQUIRED BY THIS AGREEMENT

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

8.0 INDEMNIFICATION

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

9.0 RECIPROCAL INSURANCE

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

10.0 NOTICE, CONTRACT ADMINISTRATION AND AMENDMENT

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

For Callander

Tim McKenna
Manager of Operations
100 Nipissing Street, Callander, ON P0H 1H0
Phone: 705-752-1410 Ext. 301
Email: tmckenna@callander.ca

For Nipissing

Dan MacInnis
Operations Superintendent
27 Beatty Street, Nipissing, ON P0H 1W0
Phone: 705-724-2144 Ext. 224
Email: roads@nipissingtownship.com

- 10.2** Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile with an original signed copy sent by prepaid registered mail within forty-eight (48) hours thereafter, or if mailed by prepaid registered mail to the addresses above, or at such other address or facsimile number as the party to whom such notice is to be given otherwise directs in writing. Any notice delivered aforesaid shall be effective on the date of the personal delivery, or on the date of facsimile transmission, and any notice mailed as aforesaid shall be effective three (3) Business Days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice shall be given by personal delivery or facsimile transmission.
- 10.3** Each Contract Administrator shall ensure that detailed maintenance and communications logs and other records relevant to the Routine M&R requirements of this Agreement ("Maintenance Records") are maintained with respect to the respective parties' obligations under this Agreement. These Maintenance Records shall be available for review and/or copying by the other municipality upon request and during regular business hours. Any records reviewed and/or copied pursuant to this provision shall be kept in the strictest of confidence, subject only to the requirements of applicable privacy and freedom of information laws and any other provision of this Agreement.
- 10.4** The Contract Administrators shall meet on a regular basis and in any event, no less than once every six (6) months, in order to discuss issues arising due to the obligations contained in this Agreement.
- 10.5** Each Contract Administrator shall be responsible for providing the other party with written notice as soon as reasonably aware of the following:
- I. The amalgamation of one party's jurisdiction with another jurisdiction;
 - II. Any proposed change of name or reorganization of one party's jurisdiction;
 - III. Any proposed change of name of any Highway;
 - IV. Any proposed change of speed limits of any Highway;
 - V. Any changes, additions or removal of any signs of any Highway.
- 10.6** In the event of any changes identified in **10.5(iii), (iv) and (v)**, the party proposing to make the change shall not make said change without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.7** In the event of any authorized changes identified in **10.5(i), (ii) and (iii)**, this Agreement shall be amended accordingly.
- 10.8** For greater certainty, the changes identified in **10.5(iv) and (v)** shall not require an amendment to this Agreement.
- 10.9** For greater certainty, any changes and/or amendments to this Agreement, including without limitation, any changes to Routine M&R conducted by either or both parties, shall be approved by the Council of each party respectively.
- 11.0 DISPUTE RESOLUTION**
- 11.1** In the event of a dispute between the parties to the Agreement arising pursuant to this Agreement, the Contract Administrators agree to engage in good faith negotiations with a view to resolving the dispute.
- 11.2** In the event the Contract Administrators are unable to resolve a dispute within twenty (20) days as of the date the dispute arose, the parties agree to appoint a Committee comprised of three (3) members per party ("Dispute Committee") in order to resolve the dispute.
- 11.3** In the event the Dispute Committee is unable to resolve the dispute within thirty (30) days as of the date the dispute was brought before the Dispute Committee, the parties agree to submit to arbitration under the rules of the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended and as it exists from time to time.

- 11.4 Nothing contained herein shall be construed as waiving any additional rights in law or in equity of either party with respect to this Agreement.

13.0 INTERPRETATION

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

14.0 GENERAL PROVISIONS

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

15.0 DEFAULT

- 15.1 Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its obligations under this Agreement, the other party has the option of performing said obligations to the extent of the deficiency and charging the defaulting party for said services, including without limitation, all personnel, administrative and/or other related costs thereto.
- 15.2 No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed to or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights hereunder.

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

EXECUTED IN QUADRUPLICATE

Callander

X

Approved as to Content
Manager of Operations Callander

X

Robb Noon, Mayor

Per:

X

Elaine Gunnell, Clerk

Per:

[I have the authority to bind the corporation]

Nipissing

X

Approved as to Content
Operations Superintendent Nipissing

X

Tim Piper, Mayor

Per:

X

Kris Croskery Hodgins: Municipal Administrator

Per:

[I have the authority to bind the corporation]

Schedule "A"

CALLANDER SCHEDULE OF JOINT JURISDICTION HIGHWAYS

1. The Municipality of Callander agrees to perform winter maintenance on Waltonian Drive situate and lying in both Municipalities as shown on Registered Plan 42M-521 and Parts 1, 2 and 3 or Plan 42R-7812 in the Municipality of Callander and Registered Plan M-510 in the Township of Nipissing on an alternate annual basis as follows:

2023-2024

2025-2026

2027-2028

2. That the Municipality of Callander agrees to maintain and keep in repair the boundary road between Concessions 13 and 14 of the Township of Nipissing and Concessions 21 and 22 of the Municipality of Callander referred to as Hart Road.
3. The winter maintenance shall include sanding, snowplowing and thawing culverts.
4. That summer maintenance will be the responsibility of the respective municipalities.

Schedule "B"

NIPISSING SCHEDULE OF JOINT JURISDICTION HIGHWAYS

1. The Township of Nipissing agrees to perform winter maintenance on Waltonian Drive situate and lying in both Municipalities as shown on Registered Plan 42M-521 and Parts 1, 2 and 3 or Plan 42R-7812 in the Municipality of Callander and Registered Plan M-510 in the Township of Nipissing on an alternate annual basis as follows:

2024-2025

2026-2027

2028-2029

2. That the Township of Nipissing agrees to maintain the boundary road between Concessions 11 and 12 of the Township of Nipissing and Concessions 19 and 20 of the Municipality of Callander referred to as Hart Road.
3. The winter maintenance shall include sanding, snowplowing and thawing culverts.
4. That summer maintenance will be the responsibility of the respective municipalities.

Schedule "C"

CALLANDER SCHEDULE OF CONNECTING HIGHWAYS

1. That the Municipality of Callander agrees to winter maintenance which shall include sanding and snowplowing on Birchgrove Road to Marion Drive.

Schedule "D"

NIPISSING SCHEDULE OF CONNECTING HIGHWAYS

1. That the Township of Nipissing agrees to sweep the debris on Waltonian Drive.



The Corporation of the Township of Nipissing
45 Beatty Street
Nipissing ON P0H 1W0
Telephone 705-724-2144 Fax 705-724-5385
www.nipissingtownship.com

REPORT TO COUNCIL

Date: December 6, 2022
From: Kris Croskery-Hodgins, Municipal Administrator
Re: Shared Service Agreement for CBO Services

BACKGROUND/OVERVIEW

In April 2007, the Township entered into a Shared Services Agreement for the services of a Chief Building Official with the Municipality of Callander. The original agreement provided for a 50/50 split of the service time with Callander and has been modified to reflect the actual requirements for services to 60% Callander and 40% Nipissing.

FINANCIAL IMPACT

Sharing this service has allowed the Township to Budget for only the services required, saving additional costs of having a full-time staff member in this position.

The Building Permit revenues are generated to cover the costs incurred for this service.

SUMMARY

This shared service is beneficial to both municipalities and has a successful history.

RECOMMENDATION:

That Council authorize the renewal of this shared service agreement.

Respectfully,


Kris Croskery-Hodgins, Municipal Administrator

SHARED CHIEF BUILDING OFFICIAL SERVICE AGREEMENT

("Agreement")

BETWEEN:

The Corporation of the Municipality of Callander
(Hereinafter referred to as "Callander")

AND:

The Corporation of the Township of Nipissing
(Hereinafter referred to as "Nipissing")

WHEREAS the *Building Code Act* and the regulations thereto require Municipality's to appoint a Chief Building Official,

AND WHEREAS the *Building Code Act* also requires Chief Building Officials and Inspectors to complete inspections of buildings under construction within a certain timeframe and at specific stages of construction,

AND WHEREAS the Municipality of Callander employs a Chief Building Official on a full-time basis,

AND WHEREAS the *Building Code Act* permits Municipalities to enter into agreement to obtain the expertise and resources required to meet the requirements of the *Building Code Act*,

AND WHEREAS the Township of Nipissing and Municipality of Callander wish to enter into an Agreement for the sharing of department officials, expertise and resources upon the terms and conditions set out in this Agreement, pursuant to Section 3 of the *Building Code Act*,

NOW THEREFORE in consideration of the terms, covenants, and provisions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM

The term of this Agreement (the "Term") shall begin January 1, 2023 (the "commencement date") and shall continue to remain in effect for a five (5) year term ending on December 31, 2027, unless either party terminates this Agreement by providing the other party with written notice of termination ninety (90) days prior to the effective date of termination.

2. SERVICES

- 2.1** The Township of Nipissing retains the Municipality of Callander to complete the Services as set out in Schedule "A", during the term in accordance with this Agreement on a 60/40 basis. 60% of time is spent in Callander and 40% of time is spent in Nipissing.
- 2.2** For the purpose of this Agreement, the Chief Building Official remains a full-time employee of the Municipality of Callander. Callander's Human Resource Policy, as

amended, shall be used for all human resource purposes, including but not limited to assignment of vacation/sick time, accruing lieu time and disciplinary measures. The Chief Building Official is responsible for abiding to the policies passed by the Council of the Municipality of Callander. While working in Nipissing, the CBO shall be cognizant of the policies/procedures passed by the Township of Nipissing.

- 2.3 During the course of this Agreement, should the Human Resources Policies of Callander change, or should the Salary Grid for Callander employees be modified, this Agreement shall be adjusted in order to reflect these changes. Written notice shall be provided by the Senior Municipal Director of Callander to the Municipal Administrator for Nipissing.
- 2.4 Should there be any performance issues associated with the Chief Building Official, the Municipal Administrator for Nipissing shall report the information to the Senior Municipal Director of the Municipality of Callander for processing.
- 2.5 If there is a necessity for additional hours above and beyond the fourteen (14) hours assigned as per this Agreement to Nipissing, the Municipal Administrator via written notice to the Senior Municipal Administrator in Callander, may approve additional hours be worked and charged to the Township of Nipissing.
- 2.6 Vacation, lieu time, sick time or other requests that lead to an absence from the municipal office are approved by the Senior Municipal Director of the Municipality of Callander. The Senior Municipal Director, or designate, will provide as much notice as possible to the Municipal Administrator of any absences that affect the Township of Nipissing.

3. SUPPLIES AND PROFESSIONAL DEVELOPMENT

- 3.1 Nipissing shall share Professional Development costs on a 50/50 basis with respect to courses, meetings, and materials, which are attended to, or utilized by, the CBO for the mutual benefit of Callander and Nipissing, as determined by the Senior Municipal Director for Callander and the Municipal Administrator for Nipissing.
- 3.2 Nipissing shall be responsible for providing, at its own expense, those supplies, materials, and equipment required for the CBO to provide Services specific to Nipissing.

4. PAYMENT

- 4.1 Callander shall invoice Nipissing monthly for Services provided by the CBO.
- 4.2 The cost of the Services shall be 40% of the total cost to Callander for employing the CBO based on a 35-hour work week, factoring in vacation time, pension, benefits and overtime.

- 4.3 In addition to the payment described in 4.2, Nipissing shall pay the CBO's reasonable transportation costs for Services provided to Nipissing at the rate defined by Callander's Human Resources Policy, which is currently \$0.61 per km and is subject to updates by Council.
- 4.4 Nipissing shall be exempt from Section 4.3 if Nipissing provides a vehicle for use by the CBO as they carry out their duties in Nipissing, pursuant to this Agreement.
- 4.5 Any other arrangements with respect to mileage, car allowances or the purchase or lease of a vehicle for use by the CBO in carrying out shared services shall be agreed upon separately by both Callander and Nipissing.

5. TERMINATION

It is understood and mutually agreed that this Agreement may be terminated upon not less than ninety (90) days prior written notice by either Party.

6. EXTENSION, MODIFICATION AND RENEWAL

- 6.1 This Agreement may be amended or modified from time to time, upon agreement by the Council of the Municipality of Callander and the Council of the Township of Nipissing.
- 6.2 This Agreement shall expire five (5) years from its commencement date, at which time a review of the Agreement shall be undertaken. A By-law shall be passed at the Council of each benefitting party to renew the Agreement, once a five-year review has taken place, and it is determined by both Parties that the continuation of this Agreement is in the best interest of both Municipalities.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification:

Each party shall indemnify, defend, and save harmless the other party (including its elected officials, officers, directors, employees, agents, and representatives) from any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the other party, its directors, officers, employees, agents, affiliates, partners (general or limited), members, joint venturers, contractors, subconsultants, and other representatives, in connection with a party's rights and responsibilities pursuant to this Agreement, except to the extent that same was

caused by the negligence or misconduct of the other party. The rights to indemnity contained herein shall survive the early termination or expiry of this Agreement.

7.2 Clarification:

Notwithstanding the above, Nipissing shall indemnify, defend, and save harmless Callander (including its elected officials, officers, directors, employees, agents, and representatives) and the CBO from any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the CBO in performing his duties and Services on behalf of Nipissing, except to the extent that same was caused by the negligence or misconduct of the CBO. The rights to indemnity contained herein shall survive the early termination or expiry of this Agreement.

7.3 Insurance:

Prior to the execution of this Agreement, or in any event, prior to the provision of Services pursuant to this Agreement, Nipissing shall provide Callander with the proof of comprehensive general liability insurance with a minimum limit of two million (\$2,000,000). The insurance will include "The Corporation of the Municipality of Callander" as an additional insured for the Services provided in this Agreement. Coverage should include, but not be limited to:

- Bodily and personal injury, including harassment and discrimination,
- professional liability and errors and omissions insurance in the amount of not less than one million (\$1,000,000),
- property damage insurance against loss or damage by perils of "all risks" to the extent available and generally obtainable from time to time,
- products and completed operations,
- blanket contractual liability, and
- cross liability.

Coverage for liability arising out of an alleged breach of a statutory duty under applicable legislation will also be provided in the form of Errors and Omissions Liability coverage, subject to the same limit and cancellation clause noted above.

Nipissing shall provide Certificates of Insurance showing compliance with this provision before delivering any request for Services from one another. Such Certificate shall provide that the required insurance coverage will not be cancelled or altered without thirty (30) days advance written notice to the additional insured, unless otherwise required by law.

8. COMPLIANCE BY MUNICIPALITY

Under Section 7 of the *Building Code Act*, all Ontario Municipalities are required to establish a Code of Conduct. It is the responsibility of each party to ensure that an established Code of Conduct is in place in their respective areas of jurisdiction. The requirements of a Code of Conduct shall be spelled out in the Municipality's Building By-law and the Building By-law shall be in compliance with the *Building Code Act*.

9. DISPUTE RESOLUTION

9.1 Any disputes and controversies arising out of, or in any manner relating to, the Agreement shall be subject to the following dispute resolution procedure:

9.1.1 The dispute shall be documented in writing and referred to the Senior Municipal Director for Callander and Municipal Administrator for Nipissing for joint resolution.

9.1.2 If the dispute cannot be resolved within ten (10) working days according to 9.1.1 above, upon twenty (20) calendar days written notice of a party's desire to arbitrate such dispute or controversy, it shall be settled by arbitration by a designated Arbitrator skilled in matters of building code and other relevant legislation, authorized under the laws of Canada, and agreed to by both Parties. Such arbitration shall be subject to the *Arbitration Act, 1991, S.O. 1991, c.17*.

10. This Agreement shall replace and supersede any previous Shared Service Agreements.

11. This Agreement is subject to, and governed by, the laws of the Province of Ontario, and the laws of Canada applicable therein.

EXECUTED IN QUADRUPLICATE AND BINDING AS OF THE DATE OF EXECUTION BY BOTH PARTIES:

The Corporation of the Municipality of Callander

The Corporation of the Township of Nipissing

Per: _____

Per: _____

Mayor, Robb Noon

Mayor, Tom Piper

Per: _____

Per: _____

Clerk, Elaine Gunnell

Municipal Administrator, Kris Croskery-Hodgins

Schedule "A"

The Service

1. Fulfills the roles of the Chief Building Official, as described under the *Building Code Act*, including but not limited to:
 - a. Review Plans, Drawings, Applications and Specifications to determine whether the proposed construction of the building complies with the *Building Code*.
 - b. Issues Change of Use Permits, Building Permits, Plumbing Permits, Stop Work Orders, Orders, Occupancy Permits,
 - c. Conducts inspection of the construction of all buildings at all phases of construction required under the *Building Code Act*, the *Building Code* and regulations thereunder, and issues inspection reports
2. To enforce the *Residential Tenancy Agreement* on behalf of the Township of Nipissing.
3. To ensure property inspections are conducted upon request or complaint, or otherwise required by law and documented in the associated property files accordingly.
4. To maintain compliance with the: Municipal Act, 2001, S.O. 2001, c.25 (as amended and as it exists from time to time); Building Code Act, 1992, S.O. 1992, c.23 (as amended and as it exists from time to time); Occupational Health and Safety Act, R.S.O. 1990, c.0.1 (as amended and as it exists from time to time); and all other applicable legislation, regulations, bylaws, policies and procedures for Callander and Nipissing respectively.
5. To assist the Fire Chief with interpretation of the *Building Code*, when required.
6. To attend Council meetings, when requested, and provide reports and recommendations associated with building and *Residential Tenancy Act* activity in Nipissing to Council, as required.
7. To provide quarterly reports to Nipissing respectively, which include, not are not limited to the following information:
 - a. Active permits
 - b. Problem areas of enforcement, and
 - c. Recommendations for changes or improvements
8. To assist Nipissing with respect to the budgetary process as it pertains to the provision of Services.
9. To act professionally and in the best interest of the Municipality.
10. To maintain in a good standing a Class "G" Ontario Driver's License.

MINUTES
TOWNSHIP OF NIPISSING
Tuesday, November 15, 2022

A regular meeting of the Township of Nipissing Council was held on Tuesday, November 15, 2022 starting at 6:30 p.m.

The meeting was held in person at the Township of Nipissing Community Centre, and livestreamed to the Township of Nipissing YouTube Channel.

Present: Mayor Tom Piper and Councillors Tom Butler, Shelly Foote, Stephen Kirkey and Dave Yemm.

Staff: Operations Superintendent Dan MacInnis; Land Planning and Technology Administrator-Deputy Treasurer John-Paul Negrinotti; Administrative Assistant-Deputy Clerk Kristin Linklater; Fire Chief-MLEO-CEMC Will Bateman and Municipal Administrator-Clerk-Treasurer Kris Croskery-Hodgins.

Guests: Tom Foote

Council Members took the Declaration of Office and were sworn in for the 2022-2026 Term.

Disclosure of pecuniary interest: None.

Staff Reports: None.

Committee Reports:

Mayor Tom Piper: Eastholme Home for the Aged Board of Management, SNF Water Group
Councillor Steve Kirkey: Powassan District Union Public Library Board

Tom Foote left the meeting.

R2022-190 S. Kirkey, T. Butler:

That we pass By-Law Number 2022-48, being a By-Law to confirm the appointment of members to the Township of Nipissing Committee of Adjustment.

Read a first, second and third time and passed this 15th day of November, 2022. **Carried.**

R2022-191 S. Kirkey, S. Foote:

That we pass By-Law Number 2022-49, being a By-Law to appoint a Deputy Mayor.

Read a first, second and third time and passed this 15th day of November, 2022. **Carried.**

R2022-192 D. Yemm, S. Foote:

That we pass By-Law Number 2022-50, being a By-Law to appoint Fence Viewers for the Township of Nipissing.

Read a first, second and third time and passed this 15th day of November, 2022. **Carried.**

R2022-193 S. Kirkey, T. Butler:

That the minutes of the Council Meeting held October 4, 2022 and the Special Meeting held October 25, 2022, be adopted as published. **Carried.**

R2022-194 D. Yemm, S. Kirkey:

That we appoint the following members to committees, positions and boards for the period of November 15, 2022 to November 14, 2026:

Cemetery Board

Members at Large Brett MacDonald and Terri Reidt
Council Members Tom Butler and Dave Yemm
Staff Appointments Dan MacInnis and Kris Croskery-Hodgins

Library Board

Councillor Stephen Kirkey; Member at Large Doug Walli

Livestock Valuers

Councillor Dave Yemm; Staff Representative Kristin Linklater

Museum Board

Members at Large Liz Moore, Mary Heasman, Brenda Lennon, Gladys Bateman, Chris Johnston
Council Members Stephen Kirkey, Dave Yemm
Staff Appointment Kris Croskery-Hodgins

Recreation Committee

Members at Large James Scott, Ron Phillips, Kathy Shaw, Terri Reidt, Andrew Barry, Steph Deschesne, Chris Johnston
Council Members Tom Piper, Shelly Foote
Staff Appointments Kristin Linklater, Will Bateman

Tile Drainage Inspector

Dan MacInnis

Carried.

R2022-195 D. Yemm, T. Butler:

THAT Doug Walli be appointed as the Township of Nipissing representative to the Golden Sunshine Municipal Non-Profit Housing Corporation Board for the Council term of 2022 to 2026. **Carried.**

R2022-196 T. Butler, S. Kirkey:

THAT Tom Piper be appointed as the Township of Nipissing representative to the Golden Sunshine Municipal Non-Profit Housing Corporation Board for the Council term of 2022 to 2026. **Carried.**

R2022-197 D. Yemm, S. Kirkey:

THAT Council nominated Mayor Tom Piper to represent Area 1 on the Eastholme Home for the Aged – Board of Management. **Carried.**

R2022-198 S. Foote, D. Yemm:

THAT Steve Kirkey be appointed as the Township of Nipissing representative to the North Bay-Mattawa Source Protection Authority for the Council term of 2022 to 2026. **Carried.**

R2022-199 D. Yemm, S. Kirkey:

THAT Tom Butler be appointed as the Township of Nipissing representative to the East Nipissing-North Parry Sound Veterinary Unit for the Council term of 2022-2026. **Carried.**

R2022-200 D. Yemm, T. Butler:

The 2023 Council Meeting Schedule will be as follows:

January 3, 2023	January 17, 2023	February 7, 2023	February 21, 2023
March 7, 2023	March 21, 2023	April 4, 2023	April 18, 2023
May 2, 2023	May 16, 2023	June 6, 2023	June 20, 2023
July 11, 2023	August 15, 2023	September 5, 2023	September 19, 2023
October 3, 2023	October 17, 2023	November 14, 2023	
December 5, 2023	December 19, 2023	Carried.	

R2022-201 S. Kirkey, T. Butler:

That the 2022 Holiday hours for municipal operations be as follows:

Township Office:

December 26-30, 2022 Closed

Landfill Sites: **remains closed Tuesdays, as per regular schedule.*

December 24, 2022 Closed at 2:00 p.m.

December 25, 2022 Closed

December 26, 2022 Closed

December 31, 2022 Closed at 2:00 p.m.

January 1, 2023 Closed

Carried.

R2022-202 T. Butler, S. Kirkey:

That we accept the correspondence as presented. **Carried.**

R2022-203 D. Yemm, S. Kirkey:

That the statement of accounts dated:

October 13, 14, 18, 21 and 26; November 3, 10 and 15, 2022; Totaling \$688,008.42 be approved.

Carried.

R2022-204 T. Butler, S. Foote:

That we pass By-Law No. 2022-51, being a by-law to confirm the proceedings of Council at its meeting held on November 15, 2022.

Read the first, second and third time and passed this 15th day of November, 2022. **Carried.**

R2022-205 D. Yemm, S. Kirkey:

That the meeting be adjourned. Time: 7:50 p.m. Next regular meeting to be held December 6, 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.

MINUTES
TOWNSHIP OF NIPISSING
Tuesday, November 22, 2022

A Special meeting of the Township of Nipissing Council was held on Tuesday, November 22, 2022 starting at 4:00 p.m.

The meeting was held in person at the Township of Nipissing Community Centre, and livestreamed to the Township of Nipissing YouTube Channel.

Present: Mayor Tom Piper and Councillors Tom Butler, Shelly Foote, Stephen Kirkey and Dave Yemm.

Staff: Administrative Assistant-Deputy Clerk Kristin Linklater and Municipal Administrator-Clerk-Treasurer Kris Croskery-Hodgins.

Guests: Harold Elston, Integrity Commissioner via Zoom.

Disclosure of pecuniary interest: None.

Presentation provided by Integrity Commissioner Harold Elston regarding the Structure and Principles of Effective Municipal Government.

R2022-206 D. Yemm, T. Butler:

That this part of our meeting will be closed to the public as authorized by Section 239(3.1) of the Municipal Act, 2001, c. 25, for consideration of the following subject matter:

Educational or training sessions

A meeting of a council may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of education or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council.

Purpose of this Closed Session:

Council Training for the purposes of Orientation to the municipal procedures upon the start of the new Council Term.

Time: 5:40 p.m. **Carried.**

R2022-207 T. Butler, S. Kirkey:

That we resume to an open public meeting. Time: 7:43 p.m. **Carried.**

R2022-208 D. Yemm, S. Foote:

That the meeting be adjourned. Time: 7:44 p.m. Next regular meeting to be held December 6, 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

RESOLUTION

DATE: December 6, 2022

NUMBER: R2022-

Moved by

Seconded by

That Council supports the appointment of Dave Britton, Municipality of Powassan to represent Area 1 on the Eastholme Home for the Aged – Board of Management.

For Against

PIPER
BUTLER
FOOTE
KIRKEY
YEMM

Carried

Mayor: Tom Piper



EASTHOLME

East District of Parry Sound Home for The Aged

November 23, 2022

Township of Nipissing
45 Beatty Street,
Nipissing, ON P0H 1W0

Dear Council Members:

Re: Appointment to the Board of Management of Eastholme

Pursuant to the Ontario Regulation 246/22 Section 337 of the Fixing Long Term Care Act 2021 the term of office of your appointee,

TOM PIPER
DAVEBRITTON

representing your area on the Board of Management of Eastholme will expire on March 31, 2023.

Board Members are currently appointed for a four year term in accordance with Section 337 (3). From Regulation 246/22 we have included a copy of Section 336, 337 and Schedule 5.

Appointments must be agreed upon by the majority of the participating councils in your area and a resolution supporting the appointee from each council submitted to Eastholme. Your area is Area 1 comprised of the Township of Nipissing, the Municipality of Powassan and the Municipality of Callander.

Please inform me of his/her name, address and contact information by *March 1, 2023*.

Regards,

Shelley Reichstein,
Secretary to the Board.

Date: November 22, 2022

Moved by:

Leo Patey

Seconded by:

Mark Wand

That correspondence dated November 15th from Nipissing Township be received; And further that the Municipality of Powassan support the nomination of Mayor Tom Piper; And that Councillor Britton be nominated to the Eastholme Board of Management for the 2023-2026 term of Council.

Carried

Defeated

Deferred

Lost

Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Leo Patey					

DATE OF COUNCIL MTG.	<i>Nov 22/22</i>
AGENDA ITEM #	<i>13.5</i>



TOWNSHIP OF NIPISSING

RESOLUTION

DATE: December 6, 2022

NUMBER: R2022-

Moved by

Seconded by

That Council nominates Shelly Foote for the appointment to represent the Township of Nipissing and the Municipalities of Callander and Powassan on the Parry Sound District Emergency Medical Service Advisory Committee for the period from January 1, 2023 to December 31, 2026.

For Against

PIPER
BUTLER
FOOTE
KIRKEY
YEMM

Carried

Mayor: Tom Piper

Date: November 22, 2022

Moved by: R. Hall

Seconded by: D. Britton

That the correspondence from the Town of Parry Sound's Director of Emergency and Protective Services, Dave Thompson, regarding Parry Sound District Emergency Medical Service Advisory Committee be received,

And further that Powassan support the nomination of Shelly Foote as representative.

☒ Carried ☐ Defeated ☐ Deferred ☐ Lost
2 MD
Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Randy Hall			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Dave Britton					
Councillor Leo Patey					

DATE OF COUNCIL MTG.	<u>Nov 22/22</u>
AGENDA ITEM #	<u>12.3</u>



52 Seguin Street, Parry Sound, Ontario P2A 1B4
Tel (705) 746-2101 • Fax (705) 746-7461 • www.townofparrysound.com

October 26, 2022

Township of Nipissing
General Delivery
45 Beatty Street
Nipissing, Ontario
P0H 1W0

Re: Parry Sound District Emergency Medical Service Advisory Committee

Dear Madam/Sir:

With the recent Municipal Elections and the above Committee's term ending, comes the task of new appointments.

Understanding that new Councils are not sworn in until after November 1st, the Town of Parry Sound would like to request your Municipality's representatives be appointed as soon as possible in order to deal with some upcoming EMS issues. It would be appreciated if a copy of your resolution could accompany your correspondence indicating your representative. Those Municipalities that share a committee member will need to decide amongst themselves who their one representative will be. Please see the attached Terms of Reference indicating the municipalities sharing a representative.

Currently your Municipality is represented by **Councillor Irene Schmidt** who has contributed significantly to the enhancement of patient care for the District and who has indicated her willingness to remain on the Committee.

We thank you in advance for dealing with this issue at your earliest convenience and await your response.

Yours truly,

Dave Thompson

Dave Thompson,
Director of Emergency and Protective Services

Encl. 1) EMS Advisory Committee, Terms of Reference

**PARRY SOUND DISTRICT EMERGENCY MEDICAL SERVICE ADVISORY COMMITTEE
TERMS OF REFERENCE**

- 1 -

Date Ammended: January 27, 2015

OBJECTIVE

- (1) To identify, resolve and convey issues and concerns regarding the District E.M.S. System.
- (2) To advise on the operation, and facilitate improvements of the Ambulance Service to meet the needs of the citizens of the District of Parry Sound, per the attached.

1.0 COMMITTEE MEMBERSHIP

- 1.1 The Ambulance Emergency Medical Service (EMS) Committee is composed of (7) members as follows:

- (1) Ryerson, Armour, Perry, Burk's Falls, Kearny, Magnetawan, McMurrich/Montieth,
- (1) Machar, Jolly, Strong, Sundridge, South River,
- (1) Callander, Nipissing, Powassan.
- (1) Carling, McDougall, Whitestone, McKellar
- (1) Seguin
- (1) Archipelago
- (1) **Chair** - As appointed by and representing the Town of Parry Sound

- 1.2 It is the decision of the local councils to decide who their representative is. Those multiple townships which join together to fill one position must come to a consensus amongst themselves and advise the Chair who this representative is.
- 1.3 As a advisory body, conclusions shall be reached by consensus. Landmark recommendations will be voted on and presented to the Town of Parry Sound Council through the R&R process as the designated Delivery Agent, for their consideration.
- 1.4 The respective appointing municipalities shall be responsible for all costs and expenses of their members for participating in the EMS Advisory Committee. The Committee may make recommendations to the Town Council for expenditures that they would rule to be representative of the entire EMS Advisory Committee.
- 1.5 All members shall be entitled to write a minority report on any of the issues under the purview of this Committee and present such reports to the Town Council, however, any such report and presentation shall not include the collection of petitions, organization of lobbies or demonstrations.
- 1.6 All members in accepting to serve as members of this EMS Advisory Committee hereby undertake to comply with the conditions of these Terms of Reference.

**PARRY SOUND DISTRICT EMERGENCY MEDICAL SERVICE ADVISORY COMMITTEE
TERMS OF REFERENCE**

- 2 -

Date Ammended: January 27, 2015

2.0 COMMITTEE ADMINISTRATION SUPPORT

- 2.1 Committee Administrative Support shall be provided by the Town of Parry Sound.
- 2.2 The Director of Emergency and Protective Services shall be the Staff Resource person and a full participating non-voting member of the EMS Advisory Committee.

3.0 CHAIRPERSON AND SPOKESPERSON

- 3.1 The Chairperson is the official spokesperson for the Committee or their designate.
- 3.2 Section 3.1 does not prevent each of the members of this EMS Advisory Committee from reporting back to and discussing issues with the Municipalities which they represent.

4.0 MEETINGS

- 4.1 Regular meetings of the EMS Advisory Committee shall be held quarterly.
- 4.2 Meetings will be cancelled if there is no business to conduct.
- 4.3 Special meetings will be held upon call of the Chair or upon call of a majority of members of the Committee. In the latter case the meeting shall be called by the Town of Parry Sound Chief Administrative Officer. In the event of an emergency a committee member may contact the chairperson requesting an emergency meeting.

5.0 REPORTING THROUGH THE AMBULANCE EMS ADVISORY COMMITTEE

- 5.1 The EMS Advisory Committee shall:
 - a) regularly report to all participating District of Parry Sound Councils through the distribution of its minutes.
 - b) formally report to the Council of the Town of Parry Sound, the Town being the Lead Agent for Land Ambulance Operations/Services.
 - c) provide an annual report to Council outlining definable results.
- 5.2 The Town of Parry Sound Council's views will be represented by Town Council membership on the EMS Advisory Committee. This does not prevent Council representatives from seeking direction and initiative from their Council, or the Town Council from directing specific requests to the EMS Advisory Committee. Any disputes between the participating Councils/members

**PARRY SOUND DISTRICT EMERGENCY MEDICAL SERVICE ADVISORY COMMITTEE
TERMS OF REFERENCE**

- 3 -

Date Ammended: January 27, 2015

shall be referred to the Town of Parry Sound Council.

- 5.3.1 Recommendations for decision, shall be brought forward by the EMS Advisory Committee through the Director of Emergency and Protective Services, to the Council of the Town of Parry Sound through the R&R process. Reports considered by Council shall have prior consideration by the EMS Advisory Committee unless the reason for direct action by Council is clearly communicated, defined and accepted by Council.
- 5.3.2 Reports and recommendations must be presented to Town Council, through the EMS Advisory Committee for information, consideration and decision at the following landmarks:

Landmark Recommendations:

- a) For the approval of these Terms of Reference.
- b) For a change in the Terms of Reference.
- c) Upon establishment of a protocol for engaging the employees and transferring the ambulance service in-house.
- d) Upon establishment of an ambulance service model for the long-term.
- e) Any recommendations that will have an annual impact in excess of the approved budget.
- f) Change in EMS Advisory Committee membership with R&R to Council.
- g) To review and approve the District Land Ambulance Budget and Business Plan.
- h) To review and approve Ambulance Station Leases and Rental Agreements.
- i) To review and approve funding formulas and cost sharing agreements with other Districts.
- j) To review and recommend new funding formulas for District cost sharing.

6.0 PUBLIC INFORMATION

- 6.1 The public shall be informed of the actions of the EMS Advisory Committee through the following means:
- 1. All meetings shall be public unless required to be in camera in accordance with the Town of Parry Sound Procedural By-law.
 - 2. Through availability of minutes of each meeting via the Town of Parry Sound Web Site and/or upon request of any individual.
 - 3. Through reports distributed to the participating Councils.

7.0 TERMS OF THIS EMS ADVISORY COMMITTEE

**PARRY SOUND DISTRICT EMERGENCY MEDICAL SERVICE ADVISORY COMMITTEE
TERMS OF REFERENCE**

- 4 -

Date Ammended: January 27, 2015

- 7.1** The responsibilities and mandate of the EMS Advisory Committee shall coincide with Municipal elections, unless its term is extended by the Council of the Town of Parry Sound.

8.0 LONG-TERM RESPONSIBILITIES OF THE EMS ADVISORY COMMITTEE

- 8.1** The long-term responsibilities of the EMS Advisory Committee shall be to comment and advise on the operation and possible improvement and expansion of the Ambulance Service, including but not limited to the following:

8.1.1 Delivery of the service to comply with legislative standards.

8.1.2 Establishment of a District Oversight Committee to manage and control the service.

8.1.3 To develop a plan and strategy to improve the service through the location of stations, additional resources, addition of advanced life support and training.

8.1.4 To develop Sub Committees and Task Forces as required.

8.1.5 To work with all levels of government to develop strategies to improve service and seek out efficiencies.

8.1.6 To review and approve the District Land Ambulance Operational Budgets.

8.1.7 To review and approve District Land Ambulance Capital Budgets.

8.1.8 To review and approve Ambulance Station Leases and Rental Agreements renewals.

8.1.9 To review and approve funding formulas and cost sharing agreements with other districts.

8.2.0 To approve Land Ambulance Insurance Contracts.

8.2.1 To review and recommend new funding formulas for District cost sharing.



TOWNSHIP OF NIPISSING CORRESPONDENCE

December 6, 2022

1. Letter from the Powassan Lions Club requesting a donation to the Christmas Baskets program.
2. Minutes of The Golden Sunshine Municipal Non-Profit Housing Corporation Board of Directors meeting held October 11, 2022.
3. Resolution from the Town of Petrolia supporting the Township of McGarry motion in relation to strengthening the powers of the Integrity Commissioner.
4. Information release from the Federation of Northern Ontario Municipalities (FONOM) regarding new Highway Safety Standards.
5. Request from MADD Canada regarding advertising.
6. AMO policy update on the Standing Committee Appearance on Bill 39 and Other Policy Updates.
7. Information package from the District of Parry Sound Social Services Administration Board (DSSAB) regarding a Board Representative for Area 6.
8. Information package from the Ontario Provincial Police regarding the 2023 Annual Billing Statement and 2022 statistic analysis.



Dear Mayor Piper

I am writing to you on behalf of the Powassan Lions Club. Every year the Powassan Lions Club distributes Christmas Baskets to needy families in the Powassan, Nipissing and Chisholm area.

These hampers consist of a turkey, a Grocery Gift Card to purchase additional items for Christmas dinner and a gift/toy for any children in the household.

Our Lions Club holds several fundraisers (Pancake Breakfasts, Fish Fry, Canoe Raffle) throughout the year to assist with this and many other projects within our Community. In the past we have relied on the Lions Christmas Telethon to supply the funds for the turkeys and a toy for the children. This year we have decided not to participate in the Telethon.

As a result of this, we are looking for assistance from the community for the funds to help these needy families. Any monetary donation you may be willing to give, be it \$10 or \$100, would be greatly appreciated.

You can make your donation via E-transfer to powassanlionsclub@live.ca or by cheque made out to the Powassan Lions Club and mailed to:

Powassan Lions Club
Box 597
Powassan Ontario
POH 1Z0

If you have any questions, please feel free to contact me at 705-724-5642

Thank you for your consideration

Paul Oshell

Powassan Lions Club

**The Golden Sunshine Municipal Non-Profit Housing Corporation
Minutes of the Board of Directors Meeting
2022-08**

Tuesday October 11, 2022

A regular meeting of the Golden Sunshine Municipal Non-Profit Housing Corporation board was held on October 11, 2022

Present: Dave Britton, Doug Walli, Bernadette Kerr, Debbie Piekarski, Zigmas Rybij, Amber McIsaac, Property Manager. **Regrets:** Mieke Krause

1. Call to order

Resolution No. 2022-64– Moved by Doug, seconded by Zigmas that the meeting was called to order at 10:34 am. Carried

2. Additions to Agenda - None

3. Approval of the Agenda

Resolution No. 2022-65– Moved by Doug, seconded by Zigmas that the agenda be adopted as presented.

4. Conflict of Interest Disclosure – No conflict of interest

5. Approval of the Minutes September 20, 2022 board meeting

Resolution No. 2022-66– Moved by Debbie seconded by Doug that the minutes from the Board meeting on September 20, 2022 are adopted as presented. Carried

6. Business arising

a) Budget Approval

A copy of the 2023 operating budget for the 2023 fiscal year was presented and discussed.

Resolution No. 2022-67 – Moved by Debbie, seconded by Doug that the GSMNP approves the 2023 budget as presented.

b) Financial Report –

Resolution No. 2022-68– Moved by Debbie, seconded by Doug that the board approves the September 2022 financials that were presented. Carried


9. Next Board Meeting – November 2022 TBD

Dave acknowledged that due to October's municipal election some board members may not be returning in November. Dave thanked everyone for their contributions over the last 4 years, and commented on how successful this group of members has been in their accomplishments, and that they have been a pleasure to work with.

10. Adjournment

Resolution No. 2022-69– Moved by Debbie, seconded by Doug that the board meeting be adjourned at 11:50. Carried



President, Dave Britton

Property Manager, Amber McIsaac

December 1, 2022

Karine Pelletier
Clerk-Treasurer
Township of McGarry
Via email

RE: motion dated September 13, 2022 regarding misogyny and hatred, and strengthening powers of the Integrity Commissioner the ability to recommend expulsion of members of council.

Dear Ms. Pelletier,

During the November 28, 2022 regular meeting of council, correspondence circulated to council regarding the above was discussed, with the following resolution of support was passed:

Moved: Bill Clark Seconded: Joel Field

*"THAT the Council of the Town of Petrolia support the Township of McGarry and their resolutions in relation to strengthening the powers of the Integrity Commissioner and the ability's to recommend the expulsion of councillors in circumstances of misogyny, hatred and all forms of discrimination;
AND THAT this support also be forwarded to the Ministry of Municipal Affairs and Housing."*

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc: Hon. Steve Clark, Minister of Municipal Affairs and Housing
MMAH
Bob Bailey, MPP Sarnia-Lambton
Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca





November 22, 2022

FONOM welcomes new Highway Safety Standard

The Federation of Northern Ontario Municipalities (FONOM) is applauding the provincial government's recent announcement that bare pavement on Northern highways will now be required within 12 hours of a winter storm.

"FONOM would like to thank Minister of Transportation Caroline Mulroney and the provincial government for making this critical change," said FONOM President Danny Whalen. "Highways in Northern Ontario connect our communities; and having highways 17 and 11 cleared quicker after the minimal standard is reached is important for road safety."

Previously this year, the province announced the 2+1 Highway pilot project on Highway 11 north of North Bay and the work of the Northern Ontario Transportation Task Force as steps to ensure highways 11 and 17 serve the residents of the North.

FONOM will continue to work with the Ministry and Ford Government on matters of importance to our member municipalities. The FONOM Board will continue this advocacy during the Rural Ontario Municipal Association conference this January.

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and strive for improved legislation respecting local government in the North. It is a membership-based association that draws its members from Northeastern Ontario and is governed by an 11-member board.



President Danny Whalen
705-622-2479

Kris Croskery - Hodgins

From: message@maddmessage.ca
Sent: Wednesday, November 30, 2022 10:11 AM
To: admin@nipissingtownship.com
Subject: MADD Message Yearbook Advertising Information
Attachments: MaddMessage_Advertising_Rates.pdf; SAMPLE_PAGES.pdf

Dear Council,

Please accept this email as our official sponsorship advertising request. Thank you for your time and consideration. Please feel free to email or call the office at 1-866-767-1736. We hope to have the Township of Nipissing join us in support of MADD Canada. We look forward to hearing from you. Have a wonderful holiday season!

The MADD Message Yearbook is a publication designed to raise awareness and funds for the many programs MADD Canada provides, including educational seminars in schools for new young drivers, (<https://maddyouth.ca/school-program>). The publication will be available to the public and to our business and professional advertisers free of charge via mail and in high profile public locations. By placing your advertisement you can take part in the messaging focused on stopping impaired driving in our communities, while publicly promoting your commitment to the cause. For additional information, to see our rates, and to see a recent e-copy, please visit our website, www.maddmessage.ca. Without the backing of the business community, this important publication would not be possible. We hope to count on your participation in our upcoming edition.

Yours truly,
Stacey Biekx
T: (866) 767-1736
E: message@maddmessage.ca
W: www.maddmessage.ca

Back Covers \$2200.00
Inside Covers \$1600.00
Full page \$1300.00
1/2 page \$875.00
1/4 page \$675.00
Banner \$575.00
1/8th page \$399.00
Business Card \$299.00
Honour Roll Listing \$169.00 (Non Graphical-3 Lines)

Kris Croskery - Hodgins

From: AMO Communications <Communicate@amo.on.ca>
Sent: Thursday, December 1, 2022 3:48 PM
To: admin@nipissingtownship.com
Subject: AMO Policy Update - Standing Committee Appearance on Bill 39, Other Policy Updates

AMO Policy Update not displaying correctly? [View the online version](#)
Add Communicate@amo.on.ca to your safe list



POLICY UPDATE

December 1, 2022

Standing Committee Appearance on Bill 39 and Other Policy Updates

AMO's Remarks on Bill 39, *the Better Municipal Governance Act, 2022*

Today, AMO's Executive Director, Brian Rosborough, presented to the Standing Committee on Heritage, Infrastructure and Cultural Policy regarding Bill 39, *The Better Municipal Governance Act, 2022*. [AMO's remarks can be found on our website.](#)

Bill 23, the *More Homes Built Faster Act* Passed

Bill 23, the [More Homes Built Faster Act](#), received Royal Assent on November 28, 2022. As of today, the environmental and regulatory [consultations](#) associated with the Bill and the Housing Supply Action Plan 3.0 remain open.

In the event that consultations close early, AMO will submit comments directly to the respective Ministries and will post them to AMO's [Housing and Homelessness Page](#).

[Yesterday](#), in response to AMO's concerns and calls for provincial infrastructure funding, the Minister of Municipal Affairs and Housing committed in [a letter to the AMO President](#) "ensuring that municipalities are kept whole for any impact to their ability to fund housing enabling infrastructure because of Bill 23". The letter also included a commitment to introduce legislation that, if passed, would delay the implementation of development application refund requirements set out in Bill 109 by six months, from January 1, 2023, to July 1, 2023.

AMO is very pleased that the government recognizes the importance for municipal access to funding to support the joint provincial-municipal goal of increasing housing supply and affordability, and will continue to work with the province to better understand the amount, timing, and conditions of the funding to ensure alignment with municipal realities.

Bill 46, *Less Red Tape, Stronger Ontario Act, 2022* Introduced

Last week, *Bill 46, Less Red Tape, Stronger Ontario Act, 2022*, was introduced in the legislature. A motion for closure on Second Reading debate was deferred to December 1. The proposed changes, if approved, will allow court clerks to reopen certain convictions when satisfied that the defendant, through no fault of their own, missed a notice or was unable to attend a meeting or hearing related to the ticket.

AMO is cautiously optimistic that these changes may help address ongoing backlogs at POA courts and hope that the government will also turn their attention to the lack of Justices of the Peace across Ontario.

Increase in Construction Funding Subsidy for Long-Term Care Homes

The Ontario government is increasing the construction funding subsidy by up to an additional \$35 per bed, per day for 25 years. Eligible non-profits will also be able to convert \$15 of this supplemental funding into a construction grant payable at the start of construction, to increase projects' upfront equity and enable them to secure financing. Eligible projects must be beginning construction by August 31, 2023.

Eligible operators who wish to apply for the supplemental construction funding subsidy increase must submit a statement of readiness by December 20, 2022. More information is available [here](#) and through the [Long-Term Care Home Capital Development Funding Policy](#). AMO has advocated for increases to the construction funding subsidy to account for increasing capital costs and is pleased to see this increase.

Fourth Independent Review of the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA)

AMO provided a [submission](#) for the Fourth Independent Review of the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) on November 29. AMO shares the Ontario government's commitment to an accessible Ontario by 2025 and continues to support the need for increased and improved accessibility for Ontarians in all aspects of community and civic life. Municipal governments are doing their part at the forefront of efforts to create more accessible communities for their residents.

The submission outlines recommendations for ways to improve the municipal ability and capacity to meet the objectives of the Act with support from the province. There is

opportunity for municipal governments to provide their input. Visit the AODA Independent Review [website](#) to learn more.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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before printing this

Association of Municipalities of Ontario
200 University Ave. Suite 801 Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



November 17, 2022

Mayor Tom Piper
Township of Nipissing
By e-mail to: admin@nipissingtownship.com

Dear Mayor Piper and Council,

As your new term of Council commences, I would like to take this opportunity to congratulate you and wish you well in the next four years.

Under the *DSSAB Act*, the term of the present Board members who have been re-elected will come to an end on December 31st, 2022. The present Board members who represent Area 6 are Linda Alkins and Peter McIsaac. To provide continuous service to the District, two (2) members from your council should be appointed as soon as possible to represent Area 6.

Please find attached a document which contains information for Municipalities/TWOMOs.

The first Board meeting of the New Year will be held at 6:30 PM on Thursday, January 12, 2023 via Zoom Video Conference.

As well, we will be holding our Board Introduction on Friday, January 27, 2023 at the Log Cabin Inn located at 9 Little Beaver Blvd. in Seguin Township. It is *vitality important* for all Board members to attend this all-day event as it will orient them on the operations of the DSSAB.

Should you have any questions, please don't hesitate to reach out to me at 705-746-7777 ext. 5290 or via email at jharris@psdssab.org.

Sincerely,



Jennifer Harris
Administrative Officer

District of Parry Sound



Social Services
Administration Board

Information for Municipalities/TWOMOs

Contact Person:	Jennifer Harris, Administrative Officer
Address:	1 Beechwood Drive, Parry Sound, ON, P2A 1J2
Phone Number:	705-746-7777 ext. 5290
E-mail:	jharris@psdssab.org
Meeting Schedule:	Second Thursday of each month
Meeting Place:	Via Zoom video conference
Meeting Time:	6:30 PM
Number of Members:	15
Payment to Members:	Refer to document "Board Honoraria & Expenses"
Areas Represented:	Refer to document "Naming Board Members"
DSSAB Procedures:	Refer to document "Procedural Rules"
Electronic Meeting Protocol:	Refer to document "Protocol for Electronic Meetings"
Term Ending:	December 31 st , 2026



BOARD HONORARIA AND EXPENSES

HONORARIA:

The rates for honoraria paid will be as follows:

- Chair: \$620 per month plus \$205 per Board Meeting
- Vice Chair: \$165 per Board meeting
- Reg. Board Member Rate: \$135 per meeting
- Conference Call Rate: \$25 per conference call

At the beginning of every new term of the Board, rates to be adjusted annually (rounded to the nearest \$5.00) as specified by the consumer price index.

Honoraria Criteria

The following rules will be followed for payment of honoraria:

1. The meeting rate will be paid only for actual meetings attended. The rate is paid for each meeting or committee meeting held.
2. The Chair's and Vice-Chair's rate only applies to regular Board meetings. The regular Board member rate applies if other meetings must be attended in the month.
3. If Board committee meetings are held immediately prior to or following a duly called Board or Board committee meeting, the committee meeting shall be paid at 75% of the regular rate.
4. The regular meeting rate will be increased to \$165 for any Board meeting held prior to 4:00 p.m.
5. Each or any meeting exceeding 4 hours in length will be paid at \$200.
6. Attendance at conventions or training events is recognized at the regular meeting rates.

TRAVEL & EXPENSE REIMBURSEMENT:

Travel

The following criteria will be followed for payment of travel:

1. Attending meetings on behalf of the DSSAB will be reimbursed as authorized by the Board Chair.
2. When accommodations are needed for health & safety reasons (such as weather conditions, tiredness/fatigue) they should be made in the same location of the meeting/training event and will be reimbursed upon submission of receipt.
3. Airfare, taxi fare and parking reimbursed by receipt.
4. Temporary Mileage rate (to be reviewed in February 2023): \$0.55 per kilometer

Meals

The rates for meals paid will be as follows:

- Meal allowance for *out of District*:

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$35.00
- Meal allowance for in District will be reimbursed upon submission of receipts.

Note: Cost of alcohol & entertainment will not be reimbursed

Last Revision Date: October 2022

District of Parry Sound



Social Services
Administration Board

Naming Board Members

Schedule 4 of O.Regulation 278/98, an amended regulation made under the *District Social Services Administration Boards Act* directs that "the district for the District of Parry Sound Social Services Administration Board is the District of Parry Sound, excluding the area of the jurisdiction of the Corporation of the Municipality of Killarney" and "... shall be comprised of 15 members".

The district is represented by areas and membership by area is required as follows:

- AREA 1 - 2 members from the:**
Corporation of the Township of Seguin
- AREA 2 - 3 members appointed jointly from the:**
Corporation of the Township of the Archipelago (2)
Corporation of the Town of Parry Sound (1)
(Agreement established to rotate membership by term)
- AREA 3 - 2 members appointed jointly from the:**
Corporation of the Township of Carling
Corporation of the Municipality of Whitestone
Corporation of the Township of McDougall
Corporation of the Township of McKellar
- AREA 4 - 2 members appointed jointly from the:**
Corporation of the Town of Kearney
Corporation of the Village of Burk's Falls
Corporation of the Township of Armour
Corporation of the Township of Perry
Corporation of the Township of Ryerson
Corporation of the Township of McMurrich-Monteith
- AREA 5 - 2 members appointed jointly from the:**
Corporation of the Village of South River
Corporation of the Village of Sundridge
Corporation of the Township of Joly
Corporation of the Township of Machar
Corporation of the Township of Strong
Corporation of the Township of Magnetawan



Naming Board Members

AREA 6 - 2 members appointed jointly from the:
Corporation of the Municipality of Powassan
Corporation of the Municipality of Callander
Corporation of the Township of Nipissing

**AREA 7 - 2 members, selected from the Territory Without Municipal
Organization**

Members must be Canadian citizens, at least 18 years of age and not employed by the Parry Sound DSSAB.

Resolutions appointing area members should be forwarded to the attention of:

**Mrs. Jennifer Harris, Administrative Officer
District of Parry Sound Social Services Administration Board
1 Beechwood Drive
Parry Sound, Ontario
P2A 1J2
E-MAIL: jharris@psdssab.org**

Procedural Rules

Procedural rules to govern the proceedings of the District of Parry Sound Social Services Administration Board.

1. Interpretation

In the *Procedural Rules*,

- (a) "Board" means the District of Parry Sound Social Services Administration Board.
- (b) "Chair" means the Chair of the District of Parry Sound Social Services Administration Board.
- (c) "Vice-Chair" means the Vice-Chair of the District of Parry Sound Social Services Administration Board.
- (d) "Member" means a Member of the District of Parry Sound Social Services Administration Board.
- (e) Committee Chair means the Chair of a Committee of the District of Parry Sound Social Services Administration Board.
- (f) Chief Administrative Officer (CAO) means the CAO of the District of Parry Sound Social Services Administration Board.
- (g) "Rule of Procedure" means the rules and regulations provided in these *Procedural Rules*.

2. Rules of Procedure Adopted

The proceedings of the District of Parry Sound Social Services Administration Board and all Committees thereof, the conduct of the Members and the calling of meetings shall be governed by the provisions of the *Procedural Rules* and the rules and regulations contained in the *Procedural Rules*, provided that the rules and regulations contained herein may be suspended by a vote of not less than eight members of the Board present and voting, excluding the Chair, and except as provided herein, the rules of parliamentary procedure as contained in *Bourinot's Rules of Order* Current Edition, shall be followed for governing the proceedings of the Board and the conduct of its members.

3. Execution of Documents

Whenever to give effect to any resolution or *Procedural Rules* of the Board or to perform any of the statutory duties of the Board the execution of any document is required, the Chair and the CAO are hereby authorized for and in the name of the Board to execute and to affix the seal of the Board, as needed, to such documents.

4. Recording Equipment

- (a) At the meetings of the Board or its Committees, the use of cameras, electric lighting equipment, flash bulbs, recording equipment, television cameras and any other device of a mechanical, electronic or similar nature used for transcribing or recording proceedings by auditory or visual means by any person other than the Administrative Officer of the meeting including but not limited to, members, representatives of any news media whatsoever or members of the public is prohibited unless authorized in advance by the Chair or Committee Chair as the case may be.

District of Parry Sound



- (b) When exercising the discretion to authorize the use of equipment such as described in (a) regard shall be had as to whether the use will be a distraction to the meeting and to whether there is an Administrative Officer of the Board present with the capability of providing a complete record of the meeting.

5. Election of Chair and Vice-Chair

The CAO shall act as Chair and the election shall proceed in the normal manner by resolution of the members present provided that before a vote is taken the person nominated must agree to serve as Chair.

When a Chair has been elected the CAO shall vacate the chair and the Chair shall preside over the election of the Vice-Chair, which shall proceed in a like manner.

6. Chair

The Chair shall be entitled to vote at all meetings of the Board and shall be ex-officio a member of all Standing and other Committees of the Board and entitled to vote at those meetings.

7. Vice-Chair

The Vice-Chair shall be entitled to vote at all meetings of the Board and shall be ex-officio a member of all Standing and other Committees of the Board, *when acting in place of the Chair* and entitled to vote at those meetings.

8. Duties of Chair

It shall be the duty of the Chair or other presiding officer:

- (a) to open the meeting of the Board by taking the Chair and calling the Members to order;
- (b) to announce the business before the Board in the order in which it is to be acted upon;
- (c) to receive and submit, in the proper manner, all motions presented by the Members of the Board;
- (d) to put to vote all questions, which are regularly moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result;
- (e) to decline to put to vote, motions which infringe upon the rules of procedure;
- (f) to restrain the Members, when engaged in debate, within the rules of order;
- (g) to enforce on all occasions, the observance of order and decorum among the Members;
- (h) to call by name, any Member persisting in breach of the rules of order of the Board, thereby ordering the member to leave the meeting;
- (i) to receive all messages and other communications and announce them to the Board, with the support of the Administrative Officer;
- (j) to authenticate by their signature, when necessary, all *Procedural Rules*, and resolutions;
- (k) to inform the Board when necessary, or when referred to, for the purpose on a point of order or usage;
- (l) to select Members who are to serve on committees when directed to do so by a resolution of the Board;
- (m) to adjourn the meeting when the business is concluded;
- (n) if they consider it necessary because of grave disorder, the Chair may adjourn the sitting without question put, or suspend the sitting for a time to be named by them.

Board Meetings

9. Place

Meetings of the Board shall be held virtually with in-person meetings being held as required. In-person meetings shall be held at the place designated and used by the Board from time to time for such purposes.

10. Ordinary Meetings

- (a) Virtual meetings of the Board shall be held at the hour of 6:30 PM and in-person meetings shall be held at the hour of 7:00 PM on the second Thursday of every month unless otherwise provided by resolution of the Board or unless such a day shall be a public holiday or civic holiday in which case the Board shall meet at the same hour the next day, which is not a public or civic holiday, unless otherwise provided by resolution of the Board.
- (b) Notice of all meetings of the Board setting forth the matters to be considered shall be given to all members of the Board by electronic means, not less than *forty-eight* hours in advance of the time fixed for the meeting.

11. Special Meetings of the Board

- (a) The Chair may at any time summon a special meeting of the Board.
- (b) The CAO may at any time summon a special meeting of the Board, in consultation with the Chair.
- (c) Notice of all special meetings of the Board setting forth the matters to be considered at such special meetings shall be given to all members of the Board by electronic means, not less than *forty-eight* hours in advance of the time fixed for the meeting. The Administrative Officer shall give such other notice of the meeting to the members by telephone or otherwise as best can be done within the circumstances.

Order of Proceedings at Board Meetings

12.

- (a) *Presiding Officer:* The Chair shall preside carrying out the duties authorized in Rule 8.
- (b) *Calling to Order:* As soon after the hour fixed for the holding of the meeting of the Board and quorum is achieved, the Chair shall take the Chair and call the meeting to order. A quorum shall be 8 Members of the Board representing at least 4 of the 7 Areas.
- (c) *Absence of Chair:* In the absence of Chair the Vice-Chair shall call the Members to order and shall preside until the arrival of the Chair and while so presiding the Vice-Chair shall have all the powers of the Chair. In the case of the absence of both, an interim Chair shall be appointed.

13. No Quorum

Lack of a quorum for a Board meeting may be resolved by one of the following procedures:

- (a) If no quorum is present to enable a meeting to commence one half hour after the time appointed for a meeting of the Board, the Administrative Officer shall, call the roll and

District of Parry Sound



record the names of the members present and the members shall stand discharged from waiting further.

- (b) When in the Chair's opinion, a Board meeting should not convene at the scheduled hour because of unforeseen circumstances on the day of a Board meeting that has been properly called then the Chair may:
- i. direct the Administrative Officer to notify the members that the meeting will stand adjourned, not cancelled, at the appointed hour to reconvene at the same time of commencement on the next following day, or at such other time and place as the Chair shall then determine; or
- (c) If during the course of a Board meeting a quorum is lost then the Chair may:
- i. declare the meeting stand adjourned, not ended, to reconvene at such time and place as the Chair shall then determine;
- (d) The Chair shall give notice of any meeting so adjourned and to be reconvened as best can be done within the time available.

14. Order of Business

The routine order of business for the ordinary meetings of the Board shall be as follows:

- Land Acknowledgement
- Minutes of Previous Meeting
- Deputations and Presentations
- Reports
- Outstanding Issues
- New Business
- Correspondence

And all business shall be taken up in the order of routine in which it stands as shown on the agenda unless otherwise decided *by the concurring vote of the majority of the Members* of the Board.

Rules of Debate

15.

- (a) Every Member previous to speaking to any question or motion shall address the Chair.
- (b) When two or more Members attempt to speak, the Chair shall designate the Member who has the floor who shall be the Member who, in the opinion of the Chair, first spoke.
- (c) The Chair may on any question or matter request the CAO to respond or to initiate an appropriate response to the Board.

16.

Every Member present at a meeting of the Board when a question is put shall vote thereon.

17.

When a Recorded Vote is requested by a Member, or is otherwise required, the Administrative Officer shall record the name and vote of every member of any matter or question.

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18.

If a Member disagrees with the announcement of the Chair that a question is carried or lost they may, but only immediately after the declaration by the Chair, object to the Chair's declaration and require a Recorded Vote to be taken, without any further comment or discussion.

19.

When a Member is speaking no other member shall pass between the speaker and the Chair or make interruption except to raise a point of order.

20.

Any Member may require the question or motion under discussion to be read at any time during the debate but not so as to interrupt a Member while speaking.

21.

No Member shall speak more than once to the same question without leave of the Board, except that a reply shall be allowed to be made only by a Member of the Board who has presented the motion to the Board, but not by any Member who has moved an amendment or a procedural motion.

22.

No Member, without leave of the Board shall speak to the same question, or in reply, for longer than ten (10) minutes.

23.

- (a) A Member may ask a question only for the purpose of obtaining information relating to the matter under discussion and such question must be stated succinctly and asked only of the previous speaker.
- (b) Notwithstanding paragraph (a), when a Member has been recognized as the next speaker, then immediately before speaking such Member may ask a question of the Chair or an employee of the Board on the matter under discussion but only for the purpose of obtaining information following which the Member shall speak.
- (c) All motions shall be in writing with the mover and seconder recorded.

Points of Order and Privileges

24.

The Chair shall preserve order and decide questions of order.

Conduct of Members at Board Meetings

25.

No member shall disobey the rules of the Board or a decision of the Chair or of the Board on questions of order or practice or upon the interpretation of the rules of the Board; and in case a

District of Parry Sound



Member persists in any such disobedience after having been called to order by the Chair, the Chair may forthwith put the question, no amendment, adjournment or debate being allowed, "that such Member be ordered to leave their seat for the duration of the meeting of the Board": but if *that* Member *withdraws their remarks*, *they shall* be permitted to retake their seat.

26.

Members shall conduct themselves in a respectful, professional and ethical manner including conduct among themselves and towards employees of the DSSAB. Members are responsible for setting a positive example and to behave and communicate in a manner which will not offend, embarrass or humiliate others. A respectful workplace values:

- Diversity and human rights of others related to their race, national or ethnic origin, colour, religion, age, sex, marital status, family status, any physical or mental disability and sexual orientation
- The dignity of a person
- Courteous conduct
- Mutual respect, fairness and equality
- Collaborative working relationships

27.

Members shall maintain, at all times the confidentiality of all confidential information and records of the DSSAB concerning matters dealt with In-Camera or that is determined to be confidential by the Chair of the Board. Members shall not make use of or reveal such information or records that are not in the public domain. Members shall comply with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* and the *Personal Information Protection and Electronic Documents Act (PIPEDA)* at all times.

28.

Members must not accept gifts or personal benefits that are connected with their performance of the duties as a Board member of the DSSAB.

29.

Members shall not misappropriate or use the Board's assets for personal use and shall ensure that all Board property assigned to them is maintained in good condition and shall be accountable for such property. No members shall bid on or receive any property that has been offered for sale.

Board Agenda

30. Order of Business

The CAO shall have prepared and printed a list of the items in the order of topics set out as the routine of business in Rule 14 hereof, for the use of each Member at an ordinary meeting.

- (a) It shall be the duty of the CAO to ensure that the minutes of the last ordinary meeting, and all Committee meetings held more than five days prior to an ordinary meeting, together with the agenda delivered electronically to each Member not less than forty-eight hours before the hour appointed for the holding of such ordinary meeting.

District of Parry Sound



- (b) Such minutes as referred to in clause (a) of this paragraph may be adopted by the Board without having been read at the meeting considering the question of their adoption.
- (c) Minutes may be amended by the correcting of the record if necessary for accuracy but not otherwise deleting portions thereof.

31. Committee Reports

No action shall be taken with reference to committee report recommendations, until adopted by the Board.

32. Outstanding Issues

The items listed in the order of the topics set out in the agenda of prior meetings which have not been disposed of by the Board and the date of their first appearance on the agenda shall be noted and repeated on each subsequent agenda until disposed of by the Board, unless removed from the agenda by leave of the Board.

Voting on Motions

33.

- (a) *Motion Required:* No discussion shall take place prior to the Chair reading the motion, which has been duly moved and seconded.
- (b) *Question Stated:* Immediately preceding the taking of the vote, the Chair may state the question in the form introduced and shall do so if required by a Member.

34. Vote Not Allowed

A Member not present before the result of the vote on a question is declared, shall not be entitled to vote on that question.

35. Unrecorded Vote

The manner of determining the decision of the Board on a motion shall be at the discretion of the Chair and may be by voice, show of hands, or standing.

Proceedings in Board Meetings

36.

The rules governing the procedure of the Board and the conduct of Members shall be observed so far as they are applicable, provided that:

- (a) no vote shall be recorded, unless requested by a Member;
- (b) the number of times speaking on any question shall not be limited unless a Member moves that the vote be now taken;
- (c) no Member shall speak more than once, except to make an explanation until every Member who desires to speak shall have spoken.



37.

The Chair shall be entitled to vote at meetings thereof as a Member but shall not have a second or casting vote in the event of an equality of votes of any question.

Proceedings in In-Camera Meetings

38.

A Board meeting *may* be In-Camera (closed to the public) when the subject matter under consideration involves;

- i. the security of the property and services of the Board;
- ii. the disclosure of intimate, personal or financial information in respect of a member of the Board or a committee or an employee or prospective employee of the Board;
- iii. the acquisition or disposal of property;
- iv. a decision in respect of negotiations with employees of the Board;
- v. an opinion of the Board's solicitor, disclosure of which would not be in the public interest;
- vi. decision concerning negotiations for an agreement or contract between the Board and a third party, or
- vii. the consideration of a request under MFIPPA/PIPEDA.

Proceedings in Committee Meetings

39.

- (a) The Committee Chair or in their absence, such other Member of the Committee as may be appointed by the concurring vote of a majority of the Members of the Committee present, shall preside at every meeting and may vote on all questions submitted, but in case of an equal division of votes, the Committee Chair shall not have an extra casting vote and the question shall be deemed to have been decided in the negative.
- (b) In the absence of the Committee Chair for a period of fifteen (15) minutes after the time appointed for the holding of a meeting of the Committee or if the Committee Chair leaves a meeting in progress, one of the other Members of the Committee, if there be a quorum present, may be appointed as provided in clause (a) of this paragraph and shall discharge the duties of the Committee Chair during the meeting or until the arrival or return of the Committee Chair.
- (c) Upon the arrival or return, the Committee Chair shall have the option of assuming the chair. The option shall be exercised immediately following completion of discussion of the item under (d). If there be no quorum present thirty (30) minutes after the time appointed for the meeting, the meeting shall stand adjourned at the call of the Committee Chair.
- (d) A majority of the Members of the Committee is necessary to constitute a quorum.

40.

Where two (2) or more Committees of the Board meet in joint session and a resolution is passed at such a meeting, the resolution shall be deemed to be a resolution or decision of each committee, provided a quorum of each committee is present. The Chair of a joint session shall be chosen by the majority of the members present. When a member including the Chair is a member of more than one of the Committees meeting in joint session, the member may be

District of Parry Sound



counted with each Committee when calculating quorum but when voting in a joint session shall have only one vote.

41.

The CAO or their designate shall be the secretary of each committee and shall forward a copy of the minutes of each committee to the Chair and to the members of the Board as soon as available if necessary or with the agenda for the next regular meeting of the Board.

Amendments

42.

- (a) This by-law shall not be amended or repealed except by a simple majority vote of the Members of the Board other than the Chair.
- (b) No amendment or repeal of the *Procedural Rules* or any part thereof shall be considered at any meeting of the Board unless notice of proposed amendment or repeal has been given at a previous ordinary meeting of the Board and the waiving of this notice by the Board is prohibited.

Protocol for Electronic Meetings Open to the Public

The following procedures will be utilized to ensure effective and efficient participation in meetings using electronic means:

1. Attendance will be taken by the Administrative Officer and duly recorded to ensure all participants (Members and Staff) are recognized as in attendance, and to ensure there is a quorum of the Board.
2. All Members participating by electronic means must comply with the requirements of the *Municipal Conflict of Interest Act* by declaring a conflict with a specific item(s) on the Agenda.
3. Each participant shall ensure there is no background noise at the location from which they are using the electronic means to connect to the meeting. Participants should mute their phones when not talking. This substantially eliminates background noise and unnecessary feedback.
4. Each Member participating by electronic means will inform the Chair of their intention to leave the meeting either on a temporary or permanent basis to ensure a quorum is maintained at all times.
5. In the event that a participant is disconnected from the meeting, that person should reconnect unobtrusively. If the disconnection of a Member causes a lack of quorum, the Chair will recess for a short break, until the Member can reconnect.
6. The Chair shall call on staff, as needed.
7. Movers and seconders for all motions will be assigned by the Administrative Officer. The Administrative Officer will read each motion and indicate the member who is moving and seconding the motion. If, when the motion is read, you would prefer to not move or second a particular motion, please advise the Chair at that point.
8. Once the motion is on the table, each Member shall have an opportunity to address the motion. Members not speaking shall not interrupt those who are speaking. When there are no further speakers to the motion, the Chair shall put the motion to a vote.
9. After the vote, the Administrative Officer will announce whether the motion is carried.

Protocol for Electronic Meetings Closed to the Public

1. In addition to the protocol for meetings open to the public, everyone participating by video or audio conferencing will ensure that they are situated in a location such that others not permitted to participate in the closed session meetings are unable to hear or see any and all proceedings of the closed session meeting. Confidentiality must be maintained at all times.



2023 Board Meeting Dates

DATE	TIME	LOCATION
January 12 th	6:30 PM	Via Zoom Video Conference
January 27 th	All-Day Event	<u>Board Introduction</u> Log Cabin Inn 9 Little Beaver Blvd., Seguin
February 9 th	6:30 PM	Via Zoom Video Conference
March 9 th	6:30 PM	Via Zoom Video Conference
April 13 th	6:30 PM	Via Zoom Video Conference
May 11 th	6:30 PM	Via Zoom Video Conference
June 8 th	6:30 PM	Via Zoom Video Conference
July 13 th	6:30 PM	Via Zoom Video Conference
August 10 th	6:30 PM	Via Zoom Video Conference
September 14 th	6:30 PM	Via Zoom Video Conference
October 12 th	6:30 PM	Via Zoom Video Conference
November 9 th	6:30 PM	Via Zoom Video Conference
December 14 th	6:30 PM	Via Zoom Video Conference

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Mémorial
Orillia ON L3V 7V3

Tel: 705 329-6140
Fax: 705 330-4191

Tél.: 705 329 6140
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File Reference:

612-20

September 29, 2022

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2023 Annual Billing Statement package.

This year's billing package includes a statement for the 2021 year-end reconciliation. The final cost adjustment calculated as a result of the 2021 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2023 calendar year.

The current OPPA uniform and civilian collective agreements expire on December 31, 2022. The estimated salary rates incorporated in the 2023 municipal policing annual statements are set to reduce the risk of municipalities potentially incurring larger reconciliation adjustments. A 1% general salary rate increase has been estimated.

The final reconciliation of the 2023 annual costs will be included in the 2025 Annual Billing Statement.

For more detailed information on the 2023 Annual Billing Statement package please refer to the resource material available on opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in November. An email invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement, please email OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

Phil Whitton
Superintendent
Commander, Municipal Policing Bureau

OPP 2023 Annual Billing Statement

Nipissing Tp

Estimated costs for the period January 1 to December 31, 2023

Please refer to www.opp.ca for 2023 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,333		
	Commercial and Industrial	26		
	Total Properties	1,359	165.66	225,135
Calls for Service	(see summaries)			
	Total all municipalities	178,576,909		
	Municipal portion	0.0357%	46.97	63,837
Overtime	(see notes)		7.44	10,107
Prisoner Transportation	(per property cost)		1.17	1,590
Accommodation/Cleaning Services	(per property cost)		4.87	6,618
Total 2023 Estimated Cost			226.11	307,287
2021 Year-End Adjustment	(see summary)			4,569
Grand Total Billing for 2023				311,855
2023 Monthly Billing Amount				25,988

OPP 2023 Annual Billing Statement

Nipissing Tp

Estimated costs for the period January 1 to December 31, 2023

Notes to Annual Billing Statement

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2023 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.5 % Base Services and 49.5 % Calls for Service. The total 2023 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$165.66 estimated for 2023. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2018, 2019, 2020 and 2021 has been analyzed and averaged to estimate the 2023 costs. The costs incorporate the estimated 2023 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2023 hours and salary rates and included in the 2025 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2023 costs have been estimated based on the 2021 activity levels. These costs will be reconciled to the actual cost of service required in 2023.

There was no information available about the status of 2023 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2021 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2023 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2023 to December 31, 2023

Salaries and Benefits	Positions	Base	Total Base Services and Calls for Service		Base Services	Calls for Service
			FTE	%	\$/FTE	\$
Uniform Members	Note 1					
Inspector	25.64	100.0	168,322		4,315,781	4,315,781
Staff Sergeant-Detachment Commander	9.73	100.0	150,818		1,467,464	1,467,464
Staff Sergeant	35.10	100.0	140,922		4,946,367	4,946,367
Sergeant	220.08	50.5	126,129		27,758,391	14,029,289
Constable	1,623.19	50.5	107,709		174,832,740	88,363,674
Part-Time Constable	11.74	50.5	86,136		1,011,235	510,785
Total Uniform Salaries	1,925.48				214,331,978	113,633,360
Statutory Holiday Payout			4,764		9,116,603	4,773,719
Shift Premiums			1,111		2,061,210	1,041,767
Uniform Benefits - Inspector			28.23%		1,218,345	1,218,345
Uniform Benefits - Full-Time Salaries			31.57%		65,982,867	34,350,305
Uniform Benefits - Part-Time Salaries			15.55%		157,247	79,427
Total Uniform Salaries & Benefits					292,868,250	155,096,922
Detachment Civilian Members	Note 1					
Detachment Administrative Clerk	171.79	50.5	67,806		11,648,405	5,887,601
Detachment Operations Clerk	1.86	50.5	64,114		119,253	60,268
Detachment Clerk - Typist	0.32	50.5	58,491		18,717	9,359
Court Officer - Administration	22.43	50.5	69,141		1,550,836	784,060
Crimestoppers Co-ordinator	0.80	50.5	64,554		51,643	25,822
Total Detachment Civilian Salaries	197.20				13,388,854	6,767,109
Civilian Benefits - Full-Time Salaries			32.15%		4,304,516	2,175,626
Total Detachment Civilian Salaries & Benefits					17,693,370	8,942,735
Support Costs - Salaries and Benefits	Note 2					
Communication Operators			6,698		12,896,865	6,751,718
Prisoner Guards			2,074		3,993,446	2,090,633
Operational Support			5,604		10,790,390	5,648,944
RHQ Municipal Support			2,713		5,223,827	2,734,758
Telephone Support			131		252,238	132,051
Office Automation Support			680		1,309,326	685,454
Mobile and Portable Radio Support			250		484,305	253,488
Total Support Staff Salaries and Benefits Costs					34,950,397	18,297,046
Total Salaries & Benefits					345,512,017	182,336,703
Other Direct Operating Expenses	Note 2					
Communication Centre			147		283,046	148,179
Operational Support			991		1,908,151	998,948
RHQ Municipal Support			122		234,909	122,978
Telephone			1,496		2,880,518	1,507,998
Mobile Radio Equipment Repairs & Maintenance			56		108,484	56,781
Office Automation - Uniform			2,282		4,393,945	2,300,302
Office Automation - Civilian			1,490		293,828	148,508
Vehicle Usage			8,999		17,327,395	9,071,172
Detachment Supplies & Equipment			406		781,745	409,256
Uniform & Equipment			2,105		4,077,848	2,134,365
Uniform & Equipment - Court Officer			921		20,658	10,444
Total Other Direct Operating Expenses					32,310,526	16,908,931
Total 2023 Municipal Base Services and Calls for Service Cost					\$ 377,822,543	\$ 199,245,634
Total OPP-Policed Municipal Properties						1,202,724
Base Services Cost per Property						\$ 165.66

OPP 2023 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2023 to December 31, 2023

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2018 through 2021. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 88.91 FTEs with a cost of \$15,713,060 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2023 salaries were estimated based on the 2022 rates set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.0% for 2023 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2022-23). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.5% Base Services : 49.5% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2022 Municipal Policing Cost-Recovery Formula.

OPP 2023 Calls for Service Billing Summary

Nipissing Tp

Estimated costs for the period January 1 to December 31, 2023

Calls for Service Billing Workgroups	Calls for Service Count					2023 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2023 Estimated Calls for Service Cost
	2018	2019	2020	2021	Four Year Average				
					A	B	C = A * B		
	Note 1				Note 2			Note 3	Note 4
Drug Possession	2	0	0	0	1	7.1	4	0.0002%	354
Drugs	1	0	0	0	0	68.0	17	0.0009%	1,696
Operational	48	48	51	64	53	3.8	200	0.0112%	19,993
Operational 2	36	67	35	36	44	1.4	61	0.0034%	6,074
Other Criminal Code Violations	2	3	6	2	3	7.5	24	0.0014%	2,431
Property Crime Violations	15	24	16	11	17	6.4	106	0.0059%	10,533
Statutes & Acts	12	7	11	17	12	3.4	40	0.0022%	3,985
Traffic	12	10	14	18	14	3.7	50	0.0028%	4,982
Violent Criminal Code	7	7	14	7	9	15.8	138	0.0077%	13,789
Total	135	166	147	155	151		640	0.0357%	\$63,837
Provincial Totals	Note 5	401,534	441,088	364,415	373,300	395,084	1,790,383	100.0%	\$178,576,909

Notes to Calls for Service Billing Summary

- 1) Other criminal code violations related to occurrences considered largely administrative in nature, regarding attendance to a courthouse, have been removed from our list of billable occurrences, effective the 2023 billing year.
- 2) Displayed without decimal places, exact numbers used in calculations
- 3) Displayed to four decimal places, nine decimal places used in calculations
- 4) Total costs rounded to zero decimals
- 5) Provincial Totals exclude data for dissolutions and post-2019 municipal police force amalgamations

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OPP 2023 Calls for Service Details

Nipissing Tp

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Grand Total	135	166	147	155	150.75
Drug Possession	2	0	0	0	0.50
Drug Related Occurrence	2	0	0	0	0.50
Drugs	1	0	0	0	0.25
Trafficking - Cannabis	1	0	0	0	0.25
Operational	48	48	51	64	52.75
Animal - Bite	1	1	0	0	0.50
Animal - Dog Owners Liability Act	0	0	1	0	0.25
Animal - Injured	0	1	3	1	1.25
Animal - Other	0	1	0	0	0.25
Animal - Stray	0	0	0	1	0.25
Assist Fire Department	0	0	2	0	0.50
Assist Public	12	3	2	7	6.00
Distressed / Overdue Motorist	0	0	0	1	0.25
Domestic Disturbance	13	12	8	8	10.25
Family Dispute	3	8	5	12	7.00
Fire - Building	0	0	1	0	0.25
Fire - Other	0	1	0	0	0.25
Fire - Vehicle	0	1	1	2	1.00
Found - Gun	0	1	0	0	0.25
Found Property - Master Code	0	1	0	1	0.50
Lost - Household Property	1	0	0	0	0.25
Lost - License Plate	0	1	2	1	1.00
Lost - Sporting Goods, Hobby Equip.	0	1	0	0	0.25
Lost Property - Master Code	0	0	2	2	1.00
Missing Person 12 & older	2	0	0	0	0.50
Missing Person Located 12 & older	0	0	0	1	0.25
Neighbour Dispute	2	0	7	10	4.75
Noise Complaint - Animal	1	0	0	0	0.25
Noise Complaint - Master Code	1	0	1	1	0.75
Noise Complaint - Others	0	1	1	1	0.75
Noise Complaint - Vehicle	0	0	0	1	0.25
Phone - Nuisance - No Charges Laid	1	2	0	0	0.75
Phone - Other - No Charges Laid	1	0	0	2	0.75
Phone - Threatening - No Charges Laid	0	0	1	0	0.25
Sudden Death - Natural Causes	4	6	0	3	3.25
Sudden Death - Others	0	0	0	1	0.25
Sudden Death - Suicide	0	0	0	1	0.25
Suspicious Person	2	5	6	2	3.75
Suspicious vehicle	0	1	5	3	2.25
Trouble with Youth	2	0	1	1	1.00
Unwanted Persons	2	1	1	1	1.25
Vehicle Recovered - Automobile	0	0	1	0	0.25
Operational 2	36	67	35	36	43.50
911 call - Dropped Cell	1	18	5	6	7.50

OPP 2023 Calls for Service Details

Nipissing Tp

For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
911 call / 911 hang up	20	30	19	15	21.00
911 hang up - Pocket Dial	2	8	0	0	2.50
False Alarm - Accidental Trip	2	1	0	0	0.75
False Alarm - Cancelled	5	3	0	0	2.00
False Alarm - Malfunction	4	0	0	0	1.00
False Alarm - Others	2	2	0	9	3.25
False Holdup Alarm - Accidental Trip	0	0	1	0	0.25
Keep the Peace	0	5	10	6	5.25
Other Criminal Code Violations	2	3	6	2	3.25
Animals - Cruelty	0	0	1	0	0.25
Bail Violations - Fail To Comply	1	2	1	1	1.25
Bail Violations - Others	0	0	0	1	0.25
Bail Violations - Recognizance	0	0	1	0	0.25
Breach of Probation	0	0	1	0	0.25
Counterfeit Money - Master Code	0	1	0	0	0.25
Obstruct Public Peace Officer	0	0	1	0	0.25
Offensive Weapons - Careless use of firearms	0	0	1	0	0.25
Offences Against the Rights of Property (Part IX CC)	1	0	0	0	0.25
Property Crime Violations	15	24	16	11	16.50
Arson - Building	0	0	2	0	0.50
Break & Enter	2	6	1	2	2.75
Break & Enter - Firearms	0	0	1	0	0.25
Fraud - Fraud through mails	2	0	1	0	0.75
Fraud - Master Code	0	0	1	1	0.50
Fraud - Money/property/security Under \$5,000	0	0	1	0	0.25
Fraud - Other	1	3	1	0	1.25
Fraud - Steal/Forge/Poss./Use Credit Card	0	1	0	0	0.25
Mischief - Master Code	3	3	2	3	2.75
Possession of Stolen Goods over \$5,000	1	0	0	1	0.50
Theft from Motor Vehicles Under \$5,000	0	1	0	1	0.50
Theft of - All Terrain Vehicles	0	0	1	0	0.25
Theft of - Snow Vehicles	0	2	0	0	0.50
Theft of Motor Vehicle	1	1	0	0	0.50
Theft Over \$5,000 - Trailers	0	0	1	0	0.25
Theft Under \$5,000 - Boat Motor	1	0	0	0	0.25
Theft Under \$5,000 - Gasoline Drive-off	0	1	0	1	0.50
Theft Under \$5,000 - Master Code	0	1	1	0	0.50
Theft Under \$5,000 - Other Theft	4	4	3	2	3.25
Theft Under \$5,000 - Trailers	0	1	0	0	0.25
Statutes & Acts	12	7	11	17	11.75
Landlord / Tenant	1	2	4	2	2.25
Mental Health Act	1	0	1	4	1.50
Mental Health Act - Attempt Suicide	1	0	0	0	0.25
Mental Health Act - No contact with Police	0	0	0	1	0.25
Mental Health Act - Placed on Form	0	0	1	0	0.25

OPP 2023 Calls for Service Details
Nipissing Tp
For the calendar years 2018 to 2021

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2018	2019	2020	2021	
Mental Health Act - Threat of Suicide	1	0	2	4	1.75
Mental Health Act - Voluntary Transport	1	0	0	0	0.25
Trespass To Property Act	6	5	3	5	4.75
Youth Criminal Justice Act (YCJA)	1	0	0	0	0.25
Mental Health Act - Apprehension	0	0	0	1	0.25
Traffic	12	10	14	18	13.50
MVC - Personal Injury (Motor Vehicle Collision)	0	1	4	2	1.75
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	0	0	1	1	0.50
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	7	6	4	4	5.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	5	3	5	11	6.00
Violent Criminal Code	7	7	14	7	8.75
Assault - Level 1	3	2	3	2	2.50
Assault With Weapon or Causing Bodily Harm - Level 2	1	0	1	1	0.75
Criminal Harassment	1	3	4	2	2.50
Non-Consensual Distribution of Intimate Images	0	0	0	1	0.25
Pointing a Firearm	0	0	1	0	0.25
Sexual Assault	1	0	1	0	0.50
Sexual Interference	0	0	1	0	0.25
Utter Threats - Master Code	0	0	1	0	0.25
Utter Threats to Person	1	2	2	1	1.50

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OPP 2021 Reconciled Year-End Summary**Nipissing Tp****Reconciled cost for the period January 1 to December 31, 2021**

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,322		
	Commercial and Industrial	28		
	Total Properties	1,350	179.62	242,485
Calls for Service				
	Total all municipalities	170,324,197		
	Municipal portion	0.0396%	50.01	67,508
Overtime			7.51	10,143
Prisoner Transportation	(per property cost)		1.18	1,593
Accommodation/Cleaning Services	(per property cost)		4.75	6,413
Total 2021 Reconciled Costs			243.07	328,142
2021 Billed Amount				323,573
2021 Year-End-Adjustment				4,569

Note

The Year-End Adjustment above is included as an adjustment on the 2023 Billing Statement.
This amount is incorporated into the monthly invoice amount for 2023.

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TOWNSHIP OF NIPISSING

RESOLUTION

DATE: December 6, 2022

NUMBER: R2022-

Moved by

Seconded by

**That the statement of accounts dated:
November 26 and 30, December 1 and 2, 2022;**

Totaling \$177,658.26 be approved.

For Against

**PIPER
BUTLER
FOOTE
KIRKEY
YEMM**

Carried

Mayor: TOM PIPER

December 6, 2022 Accounts Payable Report

Total Payable \$177,658.26

Date	Account	Chq Total	Explanation
26-Nov	Payroll Accounts	\$ 20,915.10	Bi-weekly payroll.
30-Nov	Fire Department Points/Stipen	\$ 32,159.97	Bi-annual Fire Department Stipend Payments
1-Dec	Council Expenses & Professional Dev	\$ 1,859.45	Integrity Comm training; new council expenses
	Web Page	\$ 49.61	Website maintenance
	Payroll Clearing Accounts	\$ 27,610.08	Remittances for Payroll deductions November
	Office cleaning/maintenance	\$ 553.01	
	Office Hydro	\$ 360.14	
	Office Phones/Fax, Cell Phones	\$ 956.08	
	Office supplies	\$ 1,195.62	envelopes, paper, office supplies
	Vehicle Maintenance	\$ 834.73	1/2 exhaust system for suv
	Health & Safety	\$ 1,400.96	Licence quarterly check/part of new defib
	Integrity Commissioner	\$ 284.93	Written opinion re Closed Session Minutes
	Station 2 Hydro	\$ 165.85	
	Station 2 Phone	\$ 68.27	
	Station 2 Maintenance	\$ 646.23	Annual Generator inspection/maintenance
	Telephones/Cell FD Stn 1	\$ 95.25	
	FD Office Supplies	\$ 127.20	
	FD New Equipment	\$ 3,296.99	
	Station 1 Maintenance	\$ 677.78	Annual Generator inspection/maintenance
	Mileage/Expenses	\$ 437.84	
	Fire Prevention/Public Education	\$ 83.22	
	FD Professional Development	\$ 92.14	
	Equipment Certification & Maintenance	\$ 2,279.72	
	Small Engine Fuel/Maintenance FD	\$ 485.35	Annual Generator inspection/maintenance
	CEMC Development	\$ 333.86	Training/cell phone charge monthly
	911 Expenses	\$ 122.11	Sign blades
	CBO Shared Services	\$ 3,530.72	for 2 pay periods
	CBO Other Expenses	\$ 1,044.72	1/2 exhaust system for suv, cards, forms
	Policing	\$ 26,404.00	OPP Contract - October less revenue credit
	FD Gas/Oil	\$ 497.40	Unit 2 includes Leaf Spring repair
	Health Unit - North Bay/Parry Sound Distr	\$ 4,750.90	Final 2022 Payment
	Landfill Hydro	\$ 64.80	Estimated billing
	Landfill Cell Phones	\$ 190.52	
	Landfill Supplies	\$ 4,301.43	portion of new defibrillator, compacting costs
	Fuel Purchases Public Works	\$ 4,735.83	Diesel Fuel
		\$ 2,923.35	Coloured Diesel Fuel
		\$ 3,577.30	Ethanol Fuel
	Street Light Hydro	\$ 158.54	
	Public Works Capital	\$ 8,074.66	Extended Warranty new Wstar (billed separate)
	PW Health & Safety Supplies	\$ 252.98	
	Garage Propane	\$ 1,899.41	
	Garage Hydro PW	\$ 296.41	

	Garage Phone/Cell Phones	\$ 655.48	
	Public Works Professional Development	\$ 729.62	Snow Plow Driver training x 3
	Garage Supplies	\$ 787.46	Annual Generator inspection/maintenance
	Roadside Grass Cutting	\$ 1,144.80	Final billing for supplementary roadside service
	Ditching Materials	\$ 200.00	Nuisance Beaver removal
	Sign Materials	\$ 488.45	This was received from business owner*
	Repairs to PW Fleet	\$ 1,531.88	2023 Wstar supplies/preparation for use
		\$ 108.19	2021 Excavator supplies
		\$ 199.35	Pick up truck repairs PW
		\$ 228.03	2015 1 ton truck
		\$ 348.57	2021 Wstar supplies
		\$ 48.42	Grader Repairs
		\$ 195.29	2005 Wstar repairs
	Comm Centre Hydro/Propane	\$ 1,591.73	
	Comm Centre Maintenance	\$ 627.37	
	Comm Centre Cleaning Supplies	\$ 35.05	
	Fitness Centre Maintenance	\$ 1,350.00	
	Rink Hydro	\$ 142.59	
	Museum Hydro	\$ 43.40	
	Museum Phone	\$ 61.56	
	HST and GST REBATE	\$ 5,869.19	This amount will be refunded in December
	Developer Deposits	\$ 1,271.82	This is from deposits on file from applicants
	Accounts Receivable	\$ 205.55	These amounts are owing from a payee

Total **\$ 177,658.26**

NOTE:

School Board Calculations will be included in an amendment provided December 6, 2022

RESOLUTION

DATE : December 6, 2022

NUMBER: R2022-

Moved by:

Seconded by:

That this part of our meeting will be closed to the public as authorized by Section 239(3)(b) and Section 239(2)(b) of the Municipal Act, 2001, c. 25, for consideration of the following subject matter:

- 1. An ongoing investigation respecting the municipality by the Ombudsman.**

Council will review the preliminary report provided by the Ombudsman regarding an investigation into Closed Session Meetings.

- 2. Personal matters about an identifiable individual, including municipal or local board employees.**

Council will receive a recommendation for staff member position changes.

Time: p.m.

For Against

**PIPER
BUTLER
FOOTE
KIRKEY
YEMM**

Carried

Mayor: TOM PIPER

H.G. ELSTON
Barrister & Solicitor | Integrity Commissioner

November 29, 2022

SENT BY EMAIL: ADMIN@NIPISSINGTOWNSHIP.COM

Kris Croskery-Hodgins
Municipal Administrator-Clerk-Treasurer
Township of Nipissing
45 Beatty Street
Nipissing, ON P0H 1W0

Dear Ms. Croskery-Hodgins:

Re: Request for Advice – Closed Session Meeting Minutes

The Ontario Ombudsman is currently investigating seven closed session meetings of Council that took place in 2021. The Ombudsman's report will be presented at the December 6, 2022 meeting of Council. You would like to know whether you are able to share the Minutes of those closed sessions with members of Council and have asked for my advice in that regard.

Although the *Municipal Act, 2001*, contains little in the way of direction on the dissemination of information and materials discussed in closed session meetings, the Code of Conduct and best practices suggest that neither the content of the discussion or any recording of it should be made available to those not in attendance at that meeting. It is my advice that you maintain this practice and do not disclose the Minutes.

In the circumstances, new members of Council who weren't at the meeting will be able to receive the Ombudsman's report and, I imagine, ask any questions. This should satisfy their need to know about the meetings.

I trust that you will find this to answer your question. Please feel free to contact me, should you have any questions or require anything further.

Yours very truly,



H.G. Elston