

# AGENDA

## Corporation of the Town of Moosonee

Regular Meeting #08-2026

March 31<sup>st</sup>, 2026

6:00 p.m. Town Council Chambers

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This territory is the customary and traditional lands of the Omushkegowuk People since time immemorial. We acknowledge this sacred land on which the Town of Moosonee operates, within the lands protected by the James Bay Treaty – Treaty no.9. We are grateful to have the opportunity to make decisions at this table that will impact our community. *Meegwetch*

### **1. CALL TO ORDER**

### **2. REVIEW OF AGENDA**

### **3. DISCLOSURE OF PECUNIARY INTEREST**

### **4. ADOPTION OF MINUTES**

→ March 10<sup>th</sup>, 2026, Regular Meeting #06-2026 and March 24<sup>th</sup>, 2026, Special Meeting #07- 2026

### **5. PRESENTATIONS AND DELEGATION**

### **6. REPORTS AND MEMOS**

- Briefing Note- Purchase of New Pick-up Town Truck- Stephen Crown, Fire Chief- Motion
- Briefing Note- Arena Repairs -Supply Only- Terah Racine, Manager of CDWEC - Motion
- Briefing Note- NLSS Soccer Turf Donations- Terah Racine, Manager of CDWEC- Motion
- Briefing Note- Moosonee Youth Soccer Turf Donations- Terah Racine, Manager of CDWEC-Motion
- Briefing Note- MMHA Donation- Terah Racine, Manager of CDWEC- Motion
- Briefing Note- 911 Service Agreement- Shelley Petter, Treasurer- Motion
- Verbal Report- Victoria Hillier-Hutchison, CAO

### **7. BUSINESS ARISING FROM MINUTES**

### **8. PETITIONS AND CORRESPONDENCE**

### **9. MOTIONS**

- AMO Conference - August 2026
- Second Quarter Council Meeting Dates for 2026

**10.READING OF BY-LAWS**

→ Property Standard

**11.NEW BUSINESSA**

**12.COUNCIL ANNOUNCEMENTS AND UPDATES/DISCUSSION**

→ Hiring committee for the CAO- Mayor Wayne Taipale

**13.CLOSED SESSION**

**14.ADJOURNMENT**

# The Corporation of the Town of Moosonee

Regular Meeting 06-2026

March 10<sup>th</sup>, 2026  
Time: 6:00 pm  
Town Council Chambers

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*Councillors Present:* Wayne Taipale - Mayor  
Susan Hunter – Councillor  
Savion Nakogee – Councillor

*Councillors Absent:* Carman Tozer – Councillor  
Diane Ryder- Councillor

*Staff Present:* Victoria Hillier- Hutchison- CAO  
Shelley Petten-Treasurer  
Boblin Jardino- Clerk  
Gerald Moore-RSM, Chief Building Official (Teams Meeting)

*Public Present:* Lina Nana Ramirez  
Andrella Bochelle  
Amar Pasic -Pomerleau (Teams Meeting)  
Cormac Dunleavy- Pomerleau (Teams Meeting)  
Denise Angelakos- Pomerleau (Teams Meeting)  
Tyler Lahey- Horizon North (Teams Meeting)  
Derek Bandstra- Horizon North (Teams Meeting)  
Jen Simon- WAHA (Teams Meeting)  
Lynne Innes- WAHA (Teams Meeting)  
Sandra Kioke- WAHA (Teams Meeting)  
Strainer David- (IO) (Teams Meeting)

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**1. CALL TO ORDER**

**Resolution No. 2026- 054**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED** that this Regular Meeting come to order at 6:03 p.m.

**(Carried)**

**2. REVIEW OF AGENDA**

**Resolution No. 2026-055**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the agenda be accepted as amended.

**(Carried)**

**3. DISCLOSURE OF PECUNIARY INTERESTS**

**4. ADOPTION OF MINUTES**

**Resolution No. 2026-056**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee adopt the minutes of the Regular Meeting #05-2026 of February 24<sup>th</sup>, 2026, as presented.

**(Carried)**

**5. PRESENTATIONS AND DELEGATIONS**

**6. REPORTS AND MEMOS**

→ 2025 Annual Reports for the Water & Wastewater Systems

**Resolution No. 2026-057**

**Moved by: Susah Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee receive the 2025 Annual Reports for Water and Wastewater Systems as prepared by Veolia Water Canada Corp.

**(Carried)**

**7. BUSINESS ARISING FROM MINUTES**

**8. PETITIONS AND CORRESPONDENCE**

**9. MOTIONS**

**Resolution No. 2026-058**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee acknowledge the report and plan from ROAR as presented on February 10, 2026.

**(Carried)**

**10. READING PF BY-LAWS**

**Resolution No. 2026-059**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee approves By-law to authorize the signing of an agreement between CIBC and The Corporation of the Town of Moosonee to designate signing authority for Council and Administration Staff, being read a first and second time, be deemed to be read and finally passed.

**(Carried)**

**11. NEW BUSINESS**

**12. COUNCIL ANNOUNCEMENTS AND UPDATES/DISCUSSION**

**13. CLOSED SESSION**

**Resolution No. 2026- 060**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED** that this meeting move in camera at 7:13 p.m. for the purpose of discussing.

→ Personal matters about an identifiable individual, including municipal employees

→ A position, plan, procedure, criteria, or instruction to be applied to negotiations

**(Carried)**

**Resolution No. 2026- 061**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED** that this meeting move out camera at 9:21 p.m.

**(Carried)**

**Resolution No. 2026- 062**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee rescinds the motion #2026-052, dated February 24<sup>th</sup>, 2026 effective immediately.

**(Carried)**

**Resolution No. 2026- 063**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee agrees in principle with the letter of Intent from WAHA regarding their commitment to fully fund the offsite infrastructure as presented or with these changes Section 3.2 to say shall instead of Intent Section 1.12 remove 'approval' adds 'to ultimately be given by the town' Section 8.1.2 change CEO to Chair of the Board.

**(Carried)**

**Resolution No. 2026- 064**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee agrees in principle with the design memorandum of Understanding from WAHA regarding the offsite infrastructure as presented with these changes Section 11 – add after legal costs (MOUs, cost sharing agreement, etc.)

**(Carried)**

**Resolution No. 2026- 065**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee hereby directs and authorizes the Mayor and Treasurer to execute the Fixed Term Services Agreement, subject to the revisions discussed and approved by Council.

**(Carried)**

**Resolution No. 2026- 066**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED** the Council of the Corporation of the Town of Moosonee adopt the minutes of the Closed Session #03-2026 of February 24<sup>th</sup>, 2026, as presented.

**(Carried)**

**14. ADJOURNMENT**

**Resolution 2026-067**

**Moved by: Susan Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** this meeting be adjourned at 9:28 p.m.

**(Carried)**

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**MAYOR – Wayne Taipale**

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**CLERK – Bobbylyn Jardino**

# The Corporation of the Town of Moosonee

Special Meeting 07-2026

March 24, 2026  
Time: 5:30 pm  
Community Hall

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*Councillors Present:* Wayne Taipale - Mayor  
Carman Tozer – Deputy Mayor  
Savion Nakogee – Councillor  
Diane Ryder - Councillor  
Susan Hunter – Councillor

*Staff Present:* Victoria Hutchison - CAO  
Boblin Jardino– Clerk  
Patrick Townes- MHBC Town Planning Consultant

*Public Present:* Lynne Innes  
Jen Simon  
Denise Angelakos

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## 1. CALL TO ORDER

**Resolution No. 2026-068**

**Moved by: Carman Tozer  
Seconded by: Susan Hunter**

**BE IT RESOLVED** that this Special Meeting come to order at 6:30 p.m.

**(Carried)**

## 2. REVIEW OF AGENDA

**Resolution No. 2026-069**

**Moved by: Savion Nakogee  
Seconded by: Carman Tozer**

**BE IT RESOLVED** that the agenda be accepted as presented.

**(Carried)**

## 3. DISCLOSURE OF PECUNIARY INTREST

Deputy Mayor Carman Tozer Declared a Pecuniary interest on item #4 and 5 WAHA Hospital Project

## 4. REPORT AND MEMOS

→ Hospital Project- Removal of Holding Symbol  
Deputy Mayor Carman Tozer left at 5:33 p.m.

## 5. READING OF BY-LAWS

→ Zoning By-law Amendment-Worker Camp Temporary Phase 2

**Resolution No. 2026- 070**

**Moved by: Susan Hunter  
Seconded by: Carman Tozer**

**BE IT RESOLVED THAT** The Corporation of the Town of Moosonee Approve By-Law #04- 2026 Being a By-Law to Amend Zoning By-Law No. 37-07 to Remove a Holding (H) Symbol and The Corporation of the Town of Moosonee, being read a first and second time; be deemed to be read a third time and finally passed.

**(Carried)**

Deputy Mayor Carman Tozer back in the room at 5:42 p.m.

**6. CLOSED SESSION**

**Resolution No. 2026- 071**

**Moved by: Susan Hunter**  
**Seconded by: Carman Tozer**

**BE IT RESOLVED** that this meeting move in camera at 5:44 p.m. for the purpose of discussing.

→ Personal matters about an identifiable individual, including municipal employees

**(Carried)**

**Resolution No. 2026- 072**

**Moved by: Susan Hunter**  
**Seconded by: Carman Tozer**

**BE IT RESOLVED** that this meeting move out camera at 6:23 p.m.

**(Carried)**

**Resolution No. 2026- 073**

**Moved by: Savion Nakogee**  
**Seconded by: Diane Ryder**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee direct the Chief Administrative Officer (CAO) to immediately advertise the Municipal Project Manager position with an engineering and Project Management background.

**(Carried)**

**Resolution No. 2026- 074**

**Moved by: Susan Hunter**  
**Seconded by: Savion Nakogee**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee direct the CAO to move forward with the Public work Manager position as per discussion.

**(Carried)**

**Resolution No. 2026- 075**

**Moved by: Susan Hunter**  
**Seconded by: Carman Tozer**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee adopt the minutes of the Closed Session #04-2026 of March 10<sup>th</sup>, 2026, as presented.

**(Carried)**

**7. ADJOURNMENT**

**Resolution No. 2026-076**

**Moved by: Diane Ryder**  
**Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** this meeting be adjourned at 6:27 p.m.

**(Carried)**

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**MAYOR – Wayne Taipale**

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**CLERK – Bobbylyn Jardino**



## BRIEFING NOTE

### Purchase of New Pickup Truck

<b>Submitted</b>	Stephen Crown – Protective Services Manger
<b>Date</b>	Thursday, March 12, 2026
<b>Background</b>	The building department comes up to do general building inspection to ensure compliance within the building code. During these planned trips, they require a truck while in town. We would reach out to the other departments to see if any vehicles were available during the dates provided. Each department would do what they could a give up a vehicle even though the vehicle was usually needed during those times.
<b>Analysis and Discussion for Council Consideration</b>	<p>The CAO, Treasurer, and I have been in discussions about this and propose the purchase of a truck which will be purchased with deferred revenue specifically for building department purchases. This truck will be the primary vehicle for the building department but will also be used, if required, for other purposes during the time that the building inspectors are not using it. We have received 3 quotes (attached) from Timmins Garage. Each vehicle has received an initial discount, but we are adding the purchase and installation of vinyl covered seating to be installed for the purpose of easy cleaning. This upgrade (installed) is approximately \$1200.</p> <p>Option 1 – 2026 GMC Sierra 2500 Pro Crew Cab 4WD @ \$86,579.91  Option 2 – 2026 Chevrolet Silverado 2500 Custom Crew @ \$87,881.31  Option 3 – 2026 GMC Sierra 3500 Pro Crew Cab 4WD @ \$86,282.36</p>
<b>Relevant Policy and/or Legislation</b>	Purchases over \$10,000 require Council approval.
<b>Financial Implications</b>	<i>The recommended source of funds is from the building department's deferred revenue, which has the required funds, so no loans will be required for the purchase.</i>
<b>Recommendations</b>	<i>I recommend Mayor and Council move forward with the purchase of the 2026 GMC 2500HD (option 1). This truck is the only white colour option out of the 3 available, which is the recommended purchase colour for our fleets.</i>
<b>CAO's comments / Motion for Council Consideration</b>	BE IT RESOLVED that the Corporation of the Town of Moosonee purchase a 2026 GMC 2500HD for the building department from Timmins Garage for the purchase price of \$86,579 plus shipping.

Prepared by:  
Darcy Lauzon  
March 12, 2026  
3:49 PM

**The Corporation Of The Town Of Moosonee**

PO Box 727, 5 First Street

Moosonee  
(705) 336-2625

ON P0L 1Y0 Canada

2026 GMC Sierra 2500 Pro Crew Cab 4WD

Vehicle ID: 68496

Unit #: 26445

Model Code: TK20943

KMs: 325

**We are pleased to provide you with the following vehicle quotation:**

	<b>Scenario 1</b>
	<b>Cash Deal</b>
Sales Amount	75,019.00
Optional Equipment: Vinyl Seat coverings	1,167.00
Administration Fee	699.00
Administration Fee: OMVIC Fee	22.00
License Fee	175.00
<b>Vehicle Cost Total</b>	<b>77,082.00</b>
Down Payment: Cash	500.00
<b>Payment Total</b>	<b>500.00</b>
G/HST	9,997.91
<b>Total Owning</b>	<b>86,579.91</b>
Residual Value	0.00
Interest Rate	0.00
Amortization Term (In Months)	0.00
Deal Term (In Months)	0.00
Total Interest Charges	0.00
Monthly Payment Subtotal	0.00
Monthly Payment G/HST	0.00
Monthly Payment PST	0.00
<b>Monthly Payment Total</b>	<b>0.00</b>

*This is the  
Truck on  
Hold.*

*has vinyl  
Flooring*

Any quoted price/payment is for informational purposes, is an estimate only, and does not constitute a contractual agreement. Final pricing/payments can/will change based on, but not limited to, actual selling price, accessories, current rebates, trade allowance, trade payoff(s), tax, title, license, and qualifying interest rates based on credit worthiness and lender's approved term of loan. Prices and specifications subject to change without notice. Our reference #: 112792

Customer Approval: \_\_\_\_\_

Witness: \_\_\_\_\_

Prepared by:  
Darcy Lauzon  
March 12, 2026  
3:50 PM

**The Corporation Of The Town Of Moosonee**

PO Box 727, 5 First Street

Moosonee  
(705) 336-2625

ON P0L 1Y0 Canada

2026 Chevrolet Silverado 2500 4WD Custom Crew

Vehicle ID: 68115

Unit #: 26286

Model Code: CK20743

KMs: 6

**We are pleased to provide you with the following vehicle quotation:**

**Scenario 1**

**Cash Deal**

Sales Amount	75,999.00
Optional Equipment: Vinyl eat covers	1,167.00
Administration Fee	699.00
Administration Fee: OMVIC Fee	22.00
License Fee	369.00
<b>Vehicle Cost Total</b>	<b>78,256.00</b>
Down Payment: Cash	500.00
<b>Payment Total</b>	<b>500.00</b>
G/HST	10,125.31

**Total Owning**

**87,881.31**

Residual Value	0.00
Interest Rate	0.00
Amortization Term (In Months)	0.00
Deal Term (In Months)	0.00
Total Interest Charges	0.00
Monthly Payment Subtotal	0.00
Monthly Payment G/HST	0.00
Monthly Payment PST	0.00
<b>Monthly Payment Total</b>	<b><u>0.00</u></b>

Any quoted price/payment is for informational purposes, is an estimate only, and does not constitute a contractual agreement. Final pricing/payments can/will change based on, but not limited to, actual selling price, accessories, current rebates, trade allowance, trade payoff(s), tax, title, license, and qualifying interest rates based on credit worthiness and lender's approved term of loan.

Prices and specifications subject to change without notice. Our reference #: 112794

Customer Approval: \_\_\_\_\_

Witness: \_\_\_\_\_

Prepared by:  
Darcy Lauzon  
March 12, 2026  
3:51 PM

**The Corporation Of The Town Of Moosonee**

PO Box 727, 5 First Street

Moosonee ON P0L 1Y0 Canada  
(705) 336-2625

2026 GMC Sierra 3500 PRO Crew Cab 4WD

Vehicle ID: 68295

Unit #: 26370

Model Code: TK30943

KMs: 19

**We are pleased to provide you with the following vehicle quotation:**

**Scenario 1**

**Cash Deal**

Sales Amount	74,584.00
Optional Equipment: Vinyl Seat Covers	1,167.00
Administration Fee	699.00
Administration Fee: OMVIC Fee	22.00
License Fee	369.00
<b>Vehicle Cost Total</b>	<b>76,841.00</b>
Down Payment: Cash	500.00
<b>Payment Total</b>	<b>500.00</b>
G/HST	9,941.36

**Total Owing**

**86,282.36**

Residual Value	0.00
Interest Rate	0.00
Amortization Term (In Months)	0.00
Deal Term (In Months)	0.00
Total Interest Charges	0.00
Monthly Payment Subtotal	0.00
Monthly Payment G/HST	0.00
Monthly Payment PST	0.00
<b>Monthly Payment Total</b>	<b><u>0.00</u></b>

Any quoted price/payment is for informational purposes, is an estimate only, and does not constitute a contractual agreement. Final pricing/payments can/will change based on, but not limited to, actual selling price, accessories, current rebates, trade allowance, trade payoff(s), tax, title, license, and qualifying interest rates based on credit worthiness and lender's approved term of loan.

Prices and specifications subject to change without notice. Our reference #: 112793

Customer Approval: \_\_\_\_\_

Witness: \_\_\_\_\_



**BRIEFING NOTE**  
*Arena Repairs – Supply Only*

<i>A Briefing Note contains advice and/or recommendations from an employee, for council consideration.</i>	
<b>Submitted</b>	Terah Racine, Manager of Community
<b>Date</b>	January 28, 2026
<b>Background</b>	Northland Group of Companies Ltd. supplied specialized refrigeration components and chemicals required for arena system repairs, along with a brine analysis of the Moosonee Arena system. The materials support ongoing refrigeration reliability and water chemistry control.
<b>Analysis and Discussion for Council Consideration</b>	This invoice is supply-only and does not include labour. The materials include critical refrigeration components, inhibitors, and chemicals necessary for proper system operation. The brine analysis provides diagnostic information to support maintenance decisions and protect equipment longevity. Council should note that proactive testing and chemical treatment can reduce the likelihood of more costly emergency repairs.
<b>Applicable policies, regulations, legislation</b>	<ul style="list-style-type: none"> <li>• Municipal Act, 2001.</li> <li>• Town of Moosonee Procurement and Purchasing Policy.</li> <li>• Applicable refrigeration and environmental handling standards.</li> <li>• Occupational Health and Safety Act (handling of chemicals and system safety).</li> </ul>
<b>Source of Funds - Financial Implications</b>	The total cost of this invoice is \$13,232.36 (HST included). Funding is anticipated to come from the arena maintenance or operations budget. The cost supports preventative maintenance and system reliability.
<b>Recommendations</b>	That Council: <ul style="list-style-type: none"> <li>• That Council approve payment of Invoice #7288 in the amount of \$13,232.36.</li> </ul>
<b>CAO's comments / Motion for Council Consideration</b>	BE IT RESOLVED that the Corporation of the Town of Moosonee approves the payment of \$13,232 from Northland for work pertaining to the repair and maintenance of the brine pump.



# Northland

Group of Companies Ltd.

1-888-416-HVAC | www.northlandgc.com

**RECIPIENT:**

**Town of Moosonee**  
 P.O. BOX 727,  
 Moosonee, Ontario P0L 1Y0

Invoice #7288	
Issued	Jan 28, 2026
Due	Feb 27, 2026
<b>Total</b>	<b>\$13,232.36</b>

**Arena Repairs Supply Only**

Product/Service	Description	Qty.	Unit Price	Total
Materials	A9 Hot Bypass Valve 7/8" MAGNET. CHECK VALVE 7/8 OD COMPRESSOR (2) ANCO BRAND INHIBITOR SODIUM HYDROXIDE SHIPPING	1	\$11,475.44	\$11,475.44
Brine Analysis	Moosonee Arena Brine Analysis Sample Taken October 2025 Analysis Report December 2025 (attached)	1	\$234.61	\$234.61

Thank you for your business. We truly appreciate the opportunity to work with you. Please contact us with any questions regarding this invoice.

E-Transfer payments can be sent to info@northlandgc.com

Cheques can be payable to Northland Group of Companies Ltd.  
 Address: Northland Group of Companies Ltd.  
 3231 Regional Rd 15, Chelmsford, Ontario, P0M 1L0

Interest at the rate of 2% per month (22% per annum) will be charged on all accounts due after 30 days.

HST ON 75570 4939 RT0001

Subtotal	\$11,710.05
HST ON (13.0%)	\$1,522.31
<b>Total</b>	<b>\$13,232.36</b>



## BRIEFING NOTE

### NLSS Soccer Turf Donation

**A Briefing Note contains advice and/or recommendations from an employee, for council consideration.**

<b>Submitted</b>	Shawn Klingenberg, NLSS Principal Terah Racine, Manager of Community
<b>Date</b>	March 26, 2026
<b>Background</b>	<ul style="list-style-type: none"> <li>• NLSS Soccer has requested use of the municipal turf/pad for a school-based soccer program running April 20 – June 5, 2026.</li> <li>• The program serves local youth (elementary and secondary students) and provides structured physical activity, skill development, and recreation opportunities.</li> <li>• Programming contributes positively to:             <ul style="list-style-type: none"> <li>○ Youth physical health and wellness</li> <li>○ Skill-building and recreation participation</li> <li>○ Community engagement and youth development</li> </ul> </li> </ul> <p>Requested Schedule:</p> <ul style="list-style-type: none"> <li>• April 20 – May 22 (5 weeks): 5 days/week</li> <li>• May 25 – June 5 (2 weeks): 4 days/week</li> <li>• Total hours requested: 33 hours (subject to confirmation)</li> <li>• At the approved rental rate of \$46/hour, total rental value: \$1,518</li> </ul> <p>*In previous years the soccer league has been fully subsidized by the Town of Moosonee*</p>
<b>Analysis and Discussion for Council Consideration</b>	<ul style="list-style-type: none"> <li>• The program provides clear community benefits through student engagement and physical activity.</li> <li>• Financial impact of a donation: \$1,518 if fully subsidized.</li> <li>• Policy considerations:             <ul style="list-style-type: none"> <li>○ Programs not fully open to the public or not free are eligible for a maximum donation of 25% of rental value.</li> <li>○ Previous approvals for school programs have been full approval of donation costs</li> </ul> </li> </ul>
<b>Applicable policies, regulations, legislation</b>	<ul style="list-style-type: none"> <li>• <b>Town of Moosonee Municipal Donation &amp; Grant Policy (2017)</b> <ul style="list-style-type: none"> <li>○ Governs eligibility and approval of facility rental subsidies</li> <li>○ Establishes <b>maximum 25% donation</b> for programs not fully open to the public</li> <li>○ Supports responsible municipal financial stewardship</li> </ul> </li> </ul>
<b>Source of Funds - Financial Implications</b>	<ul style="list-style-type: none"> <li>- 0% Donation - (Full Cost Recovery), \$0 revenue loss</li> <li>- 25% (Policy Maximum) - \$379.50 - Within policy limits</li> <li>- 100% - \$1,518 - *Usually granted for full donation*</li> <li>• Any approved subsidy is absorbed within the Recreation Department budget, representing a reduction in earned revenue.</li> <li>• Ongoing revenue loss may impact long-term facility maintenance, service levels, and equity across users if not managed within policy.</li> </ul>



## BRIEFING NOTE

### *NLSS Soccer Turf Donation*

<b>Recommendations</b>	<ul style="list-style-type: none"><li>• Recommendation based on previous practice: Donation has been 100% covered for this donation.</li><li>• Recommendation in alignment with policy: approve a 25% subsidy (\$379.60) for NLSS Soccer:<ul style="list-style-type: none"><li>○ Supports student programming and community benefit</li><li>○ Maintains responsible cost recovery for municipal resources</li></ul></li><li>• Ensure that donations do not exceed 25% unless full public eligibility criteria are clearly met.</li><li>• Reinforce that all subsidies reduce earned revenue and have long-term operational implications.</li></ul>
<b>CAO's comments / Motion for Council Consideration</b>	BE IT RESOLVED that the Corporation of the Town of Moosonee approves (the full donation of the turf or the 25% of the total costs of the renting the turf) for approximately 33 hours to Northern Lights Secondary School's soccer program for the 2026 season.



# Northern Lights Secondary School

BOX 304 – MOOSONEE, ONTARIO – P0L 1Y0

1-705-336-2900 • FAX 705-336-2190



March 25, 2026

Mayor and Councilors

Corporation of the Town of Moosonee

Moosonee, Ontario

P0L 1Y0

Dear Mayor and Councilors;

I am writing to you as the Principal of Northern Lights Secondary School, seeking support in providing healthy lifestyle choices for our students. The importance of these choices is essential to healthy development, as is the need for healthy, safe activities for our students as they learn teamwork and leadership skills through sport. Physical activity is necessary to engage students in learning and give everyone an opportunity to be part of our school community. The NLSS soccer program has been very successful in past years as an activity that not only supports healthy lifestyle choices, but also highlights our students positively and enables them to develop team building skills, leadership abilities and positive relationships with adults in the community. In addition to the NLSS Soccer Program, we are planning to begin an NLSS track & field team, which also needs a place to train for the Northeastern Ontario Athletics Association track meet, which takes place on Wednesday, May 28<sup>th</sup>.

NLSS, with the Town's support, has used the arena pad surface on Monday, Tuesday, Wednesday and Thursday from 4 pm to 5 pm for the high school soccer program in the past, and for track and field on Fridays in addition to our soccer program. The NLSS league initially had four teams and 98 players from Moosonee and Moose Factory (16 of which were staff) participate. Last year, we fielded 4 teams and had close to 90 players (students, staff, parents and community supporters of NLSS). NLSS is covering the cost of the soccer t-shirts, balls, first aid kits and will provide coaches and referees for all games. Our track and field coach would supervise athletes on Friday afternoons.

We are asking that the Town generously donate the use of the arena pad surface to support the high school spring soccer program and track and field programs for this year. We anticipate starting the NLSS soccer program the week of April 20<sup>th</sup> and run it through to June 5<sup>th</sup>, and Track and Field to run practices on Fridays until May 22<sup>nd</sup>. NLSS staff and students would gladly assist in the laying of the indoor flooring if help is needed.

Thank-you for your prior support and anticipated continued support of high school age youth in Moosonee. Please call if you require more information, (705) 336 - 2900.

In Education,

  
Shawn Klingenberg

Principal

cc. Manager of Recreation & Tourism, Town of Moosonee

Lyndsey Allard –Business & Human Resources Administrator, James Bay Lowlands Secondary School Board



## BRIEFING NOTE

### Moosonee Youth Soccer Turf Donation

**A Briefing Note contains advice and/or recommendations from an employee, for council consideration.**

<b>Submitted</b>	Moosonee Youth Soccer Association Terah Racine, Manager of Community
<b>Date</b>	March 26, 2026
<b>Background</b>	<ul style="list-style-type: none"> <li>• MYSA has requested use of the municipal turf/pad to operate youth soccer programs for the 2026 season.</li> <li>• The program serves all youth in the community and provides structured physical activity, skill development, and recreational opportunities.</li> <li>• Low registration fees (\$40/player) are maintained because of the potential donation, promoting accessibility and inclusion covering the cost of the turf rental allows for this cost to remain low.</li> <li>• Program is sporting in nature, open to the public, and actively promoted to the community.</li> </ul> <p><b>Requested Schedule:</b></p> <ul style="list-style-type: none"> <li>• Total hours requested: <b>120 hours</b></li> <li>• At the approved rental rate of \$46/hour, total rental value: <b>\$5,520</b></li> </ul>
<b>Analysis and Discussion for Council Consideration</b>	<ul style="list-style-type: none"> <li>• The program provides significant community benefits through youth participation in physical activity, skill development, and social engagement.</li> <li>• Financial impact of a full donation: <b>\$5,520.</b></li> <li>• Program meets policy criteria for full-cost donation: sporting/physical activity, open to public, low-cost, and inclusive.</li> <li>• Supporting this request aligns with previous approvals for community-based youth programs, ensuring equitable access and promoting healthy lifestyles.</li> </ul>
<b>Applicable policies, regulations, legislation</b>	<ul style="list-style-type: none"> <li>• <b>Town of Moosonee Municipal Donation &amp; Grant Policy (2017)</b> <ul style="list-style-type: none"> <li>○ Governs eligibility and approval of facility rental subsidies</li> <li>○ Supports full-cost donations for programs that are sporting/physical activity-based, open to the public, and broadly accessible</li> <li>○ Encourages municipal stewardship and responsible financial management</li> </ul> </li> </ul>
<b>Source of Funds - Financial Implications</b>	<ul style="list-style-type: none"> <li>• 0% Donation - (Full Cost Recovery), \$0 revenue loss</li> <li>• 25% (Policy Max) - \$1380 - Within policy limits if the requirements not met</li> <li>• 100% - \$5520-Represents full revenue loss but supports broad community access <ul style="list-style-type: none"> <li>○ While full subsidy impacts revenue, the community and youth benefits are substantial, including participation, inclusivity, and skill development.</li> </ul> </li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• Approve a 100% subsidy (\$5,290) for MYSA turf/pad use: <ul style="list-style-type: none"> <li>○ Aligns with policy for programs that are open, inclusive, and sport-based</li> <li>○ Promotes community wellness, youth engagement, and accessibility</li> <li>○ Ensure tracking of usage and scheduling for operations</li> </ul> </li> </ul>



## BRIEFING NOTE

### *Moosonee Youth Soccer Turf Donation*

**CAO's comments /  
Motion for Council  
Consideration**

BE IT RESOLVED that the Corporation of the Town of Moosonee approve (a full donation of the turf or a 25% subsidy for the turf) rental for approximately 120 hours for the Moosonee Youth Soccer Association for the 2026 season.

March 12 2026

Dear Town of Moosonee,

The Youth Soccer Committee is requesting the donation of **arena space and scheduled time slots** for the upcoming Youth Soccer League season. The season will run from **April 20, 2026, to June 26, 2026**, and the requested donation would cover the time allotted for each division.

The league will consist of four divisions:

- **Tykes** (Ages 2–4)
- **Primary** (Ages 5–7)
- **Junior** (Grades 3–5)
- **Senior** (Grades 6–8)

We greatly appreciate the Town's continued support of youth programming and physical activity in the community. If you have any questions or require additional information, please feel free to contact me or any member of the Youth Soccer Committee.

Thank you for your consideration.

Sincerely,

**David Harris**  
Youth Soccer Committee



## BRIEFING NOTE

### MMHA Donation

*A Briefing Note contains advice and/or recommendations from an employee, for council consideration.*

<b>Submitted</b>	Amelie Wesley, Treasurer - MMHA Terah Racine, Manager of Community
<b>Date</b>	March 27, 2026
<b>Background</b>	<p>A written request was received at 9:23 PM on March 26, 2026, from the Moosonee Minor Hockey Association (MMHA), submitted by Treasurer Amelie Wesley, requesting a donation (waiver) of ice rental fees for the evening of March 26, 2026 (5:30 PM – 9:00 PM), following the completion of the event.</p> <p>The ice time was used to host the 2nd Annual First Responders Hockey Night. The event brought together youth, families, and local first responders for a recreational hockey game aimed at community engagement and fundraising. Proceeds from the event are intended to support year-end player awards for youth participants.</p> <p>This request follows a similar submission pattern from the previous year, where a donation request was also made after the event had already taken place.</p>
<b>Analysis and Discussion for Council Consideration</b>	<ul style="list-style-type: none"> <li>• <b>Community Benefit:</b> The event supports youth recognition, community engagement, and positive relationships with local first responders, aligning with the intent of the Municipal Donation/Grant Policy.</li> <li>• <b>Policy Non-Compliance:</b> The request was submitted after the event, contrary to policy requirements for advance submission and prior Council approval.</li> <li>• <b>Repeat Occurrence:</b> A similar retroactive request was submitted by the organization in the previous year, indicating an ongoing pattern of non-compliance.</li> <li>• <b>Financial Impact:</b> Approval would result in a loss of revenue for 3.5 hours of evening ice time and may create pressure for similar retroactive requests.</li> <li>• <b>Consistency and Fairness:</b> Denial supports consistent application of policy and ensures fairness to organizations that follow established procedures.</li> </ul>
<b>Applicable policies, regulations, legislation</b>	<ul style="list-style-type: none"> <li>• <b>Town of Moosonee Municipal Donation/Grant Policy (2017)</b> <ul style="list-style-type: none"> <li>○ Requires advance written requests prior to events</li> <li>○ Requires Council approval before donation is granted</li> </ul> </li> <li>• <b>Municipal Act, 2001 (Ontario)</b> <ul style="list-style-type: none"> <li>○ Authorizes municipalities to provide financial or in-kind support for community benefit, subject to Council discretion</li> </ul> </li> </ul>
<b>Source of Funds - Financial Implications</b>	<ul style="list-style-type: none"> <li>• The municipality would forego revenue for 3.5 hours of ice time. MMHA already benefits from a reduced, pre-approved rate of \$88 per hour for youth hockey, which represents an existing level of municipal subsidy.</li> </ul>



## BRIEFING NOTE

### *MMHA Donation*

	<ul style="list-style-type: none"><li>• Approval of a full donation would eliminate the remaining recoverable revenue for this booking, resulting in a direct financial loss to the recreation department.</li><li>• No alternative funding source has been identified to offset this loss, and continued approval of retroactive waivers in addition to reduced rates may impact cost recovery and the sustainability of facility operations.</li></ul>
<b>Recommendations</b>	<p><b>That Council deny the request for donation of ice rental fees for March 26, 2026.</b></p> <p><b>Rationale:</b></p> <ul style="list-style-type: none"><li>• The request does not comply with the Municipal Donation/Grant Policy requirement for advance submission and prior approval.</li><li>• The request represents a repeated instance of retroactive application by the same organization.</li><li>• Approval would undermine fairness, consistency, and the integrity of the policy framework.</li></ul> <p><b>Further Direction:</b></p> <ul style="list-style-type: none"><li>• That Council direct Administration to communicate clearly to all user groups that donation/grant requests must be submitted in advance of events to be considered.</li><li>• That future non-compliant requests are not brought forward for consideration.</li></ul>
<b>CAO's comments / Motion for Council Consideration</b>	<p>BE IT RESOLVED that the Corporation of the Town of Moosonee approve/deny the request for donation of 3.5 hours of ice time on March 26<sup>th</sup>, 2026, as requested by Moosonee Minor Hockey Association.</p>



**Moosonee Minor Hockey Association**  
PO Box 116 Moosonee, ON P0L1Y0  
[moosoneemha@gmail.com](mailto:moosoneemha@gmail.com)

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**RE: Ice Donation – March 26, 2026**

Dear Mayor & Town Council:

Moosonee Minor Hockey Association is requesting the donation for our ice rental for the evening of March 26, 2026, from 5:30 – 9:00pm. The Association hosted their 2<sup>nd</sup> annual first responder's hockey night during this time. The evening helps bring families and local community first responders together through a friendly game of hockey and help raise funds for our association. Any proceeds raised during the event go towards year end awards for the kids. This donation will allow us to use all the funds raised towards award costs rather than covering the ice fees.

Sincerely,

*Amelie Wesley*

Amelie Wesley  
Treasurer  
Moosonee Minor Hockey Association



*Touch the Edge of the Arctic!*

# THE CORPORATION OF THE TOWN OF MOOSONEE

## MUNICIPAL DONATION & GRANT POLICY

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### Purpose

The purpose of this policy is to structure donations/grants of municipally owned resources in limited amounts to non-profit organizations within the Corporation of the Town of Moosonee's municipality for purposes related to the well-being of the community and the growth and/or recognition of individuals in the community.

### Eligible Resources

Municipally owned resources eligible for donation/grants include:

- Use of a municipally owned facility (rental fee waived/reduced)
- Municipal staff support (expertise) for an event (wages waived/reduced)
- Use of municipally owned equipment (rental fee waived/reduced)
- Use of municipally owned materials (rental fee waived/reduced)

### Guidelines

1. All requests for donations/grants should be directed in writing to the Town of Moosonee well in advance of the event so that the request can be considered at a regularly scheduled Town Council Meeting.
2. All requests will be assessed based on availability of the requested resource, potential financial impact to the municipality, contribution to the well-being of members of the community, recognition of a worthwhile program/cause, and overall community impact.
3. Organizations and/or charities whose primary focus is not within the municipality shall not be considered for a municipal donation or grant.
4. There will be on-going consideration given to providing recognition in the form of donations/grants to local elementary and secondary schools.
5. Donations/grants made by the municipality are not to be regarded as a commitment by the municipality to continue such donations/grants in the future.
6. No donation or grant will be considered unless specifically authorized by Mayor and Council in the form of a resolution of support, or as delegated to management by resolution.
7. In making donations/grants, the municipality may impose such conditions and/or restrictions as it deems fit. The Council's decisions regarding donations/grants are final.

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## MUNICIPAL DONATION/GRANT POLICY (CONTINUED)

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### Eligibility

1. Applicants must demonstrate the need for the specific request. Each request must identify a specific defined benefit and outcome. Each request must indicate whether the event is sporting or a physical activity in nature, and if it is free and open and promoted to the general public. Each request must contain the date, hours, and requested municipal resource.

Events that are not sporting or that do not provide a physical activity, or that are not free, not open and not promoted to the general public, are not eligible for full cost donation requests. In these circumstances, event organizers can request a maximum donation value of 25% of the total rental value before HST.

2. Applicants, with the exception of local elementary and secondary schools, must be non-profit community groups and organizations – individuals are not eligible. Applicants must provide the town with their registration name and number on each request.
3. The municipality reserves the right to limit the number of donations/grants made to a particular organization in any given year.
4. Applicants must be located in the municipality of the Corporation of the Town of Moosonee.
5. The Town Council's decisions regarding eligibility are final.

**Donations and/or Grants will be authorized by Town Council in the form of a resolution, at regularly scheduled Town Council Meetings. Applicants should contact the Town Office to determine when their request will be reviewed and to ensure approval is received prior to proceeding with the event.**

**All Applicants must return the municipal facility/equipment to the Town in the same condition in which it was donated. Failure to do so will result in the cost of clean-up and/or damage repairs being invoiced to the Applicant.**

### Exceptions (delegated authority)

1. The Council of the Corporation of the Town of Moosonee will accept an individual, or a family, as an 'Eligible Applicant', in the case of a request to donate the use of the Community Hall, Curling Club Lounge or Arena Pad, for the purpose of holding a Funeral Function/Feast. Requests must be made in writing to the Manager of Recreation & Tourism, and the Manager will confirm availability. The Manager is authorized to approve the donation, up to a value of \$300.00.
2. The Council of the Corporation of the Town of Moosonee will accept requests for donations for municipally owned recreation facilities, from Non-Profit Community Organizations, for the purpose of holding an event that is fully open to the general public with no admission charge. Requests must be made in writing to the Manager of Recreation & Tourism, and the Manager will confirm availability. The Manager is authorized to approve the donation, up to a value of \$300.00.



**BRIEFING NOTE**  
**911 Service Agreement**

***A Briefing Note contains advice and/or recommendations from an employee, for council consideration.***

<b>SUBMITTED BY</b>	Shelley Petten
<b>DATE</b>	March 27 <sup>th</sup> , 2026
<b>BACKGROUND</b>	The Town of Moosonee maintains a 911 service contact for the Moosonee 911 service. The current arrangement was due for renewal in 2024.
<b>ANALYSIS &amp; DISCUSSION FOR COUNCIL CONSIDERATION</b>	I recently received a call regarding the renewal not having been completed, which is particularly important given the upcoming changes to the Primary Safety Answering Point (PSAP). If we don't renew the agreement Bell could pull the service from Moosonee.  Attached is a copy of the letter, agreement and by-law for council to review.
<b>RELEVANT POLICY AND/OR LEGISLATION</b>	
<b>FINANCIAL IMPLICATIONS</b>	Contact fees remain the same
<b>RECOMMENDATIONS</b>	Council to authority the signing of the agreement by by-law
<b>CAO'S COMMENTS AND/OR MOTION FOR COUNCIL CONSIDERATION</b>	BE IT RESOLVED THAT the Council of the Corporation of the Town of Moosonee Being a by-law to authorize the signing of an Agreement for the provision of 9-1-1 Services. being read a first and second time; be deemed to be read a third time and finally passed.

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 Memorial  
Orillia ON L3V 7V3

Tel: 705 329-6200  
Fax: 705 330-4191

Tél. : 705 329-6200  
Télééc.: 705 330-4191

File Reference:600

The Corporation of  
The Town of Moosonee

5 First St,  
PO Box 727  
Moosonee, ON  
P0H 1H0

November 22, 2024

Dear Victor Hutchison

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the Town of Moosonee in 2025 will be  $0.561 * 1512$  based on a residential population served of 1512.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	<b>Previous Agreement(s)</b>	<b>New Agreement</b>
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025, and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact [ppsap@opp.ca](mailto:ppsap@opp.ca).

Kind Regards,

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

Superintendent Steve Ridout  
Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement  
P-PSAP Information Package



**OPP PROVISION OF  
9-1-1 PRIMARY PUBLIC SAFETY  
ANSWERING POINT (P-PSAP)  
SERVICES**

# OPP 9-1-1 P-PSAP Services

The Ontario Provincial Police (OPP) was established in 1909 and is one of the largest police forces in North America, with 5,500 uniformed officers, 2,500 civilian employees and 600 Auxiliary officers. The OPP operates under the Police Services Act and serves Ontario by protecting its citizens, upholding the law and preserving public safety. Many of the services provided by the OPP, including frontline policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract to Ontario municipalities.

A P-PSAP is responsible for answering all calls to 9-1-1 for police, fire and ambulance services. A 9-1-1 calltaker will triage the caller's needs and forward the call directly to the appropriate emergency service(s) — known as a secondary Public Safety Answering Point (S-PSAP) — for action and follow-through.

The OPP provides primary PSAP and secondary PSAP services to many municipalities in Ontario.

Trained OPP personnel have expertise in both calltaking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week, 365 days per year.

Presently, the OPP has agreements with 111 Municipalities, First Nations, Local Services Boards and other 9-1-1 Authorities to provide P-PSAP services in geographical areas that are policed by the OPP, as well as in some areas where policing is provided by a Municipal Police Service.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre (PCC) will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages of accepting an OPP contract for the provision of 9-1-1 P-PSAP services to the Municipality include improved situational awareness during incidents, which is crucial to establishing the most efficient emergency communications systems possible. Additionally, it allows for improved control and coordination of major incidents, an assured Grade of Service, consistent use of state-of-the-art technology and continuous service provided at a defined cost.

The information contained in this document outlines OPP-provided P-PSAP services.

## **Technical and Operational Information**

### **Provincial Communications Centres Providing Call Answering**

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both non-emergent and emergency calls, including 9-1-1. The OPP currently operates four (4) Provincial Communications Centres in Ontario. Each OPP Provincial Communications Centre operates in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards).

For a Municipality under contract with the OPP for 9-1-1 P-PSAP service, the OPP provides continuous and uninterrupted services through one of two Provincial Communications Centres: the North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This is required as part of the Bell Canada service plan. Staff and system requirements necessary for the provision of this service to the municipality are available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the appropriate public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS). In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be completed without any cost to the municipality as part of the Bell service plan.

### **Staffing of Provincial Communications Centres**

The OPP staffs all its Provincial Communications Centres with qualified civilian and uniform OPP members. The OPP also manages all the personnel and equipment required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is typically staffed based on historical workloads and software algorithms that identify the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the calltaker and dispatcher functions are separated, although all operators are trained to perform both roles. On-duty civilian Communication Teams Leaders and OPP uniform supervisors provide full-time, on-site supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS, as it is a part of normal day-to-day operations. OPP personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation are of benefit to the citizens of a municipality that contracts with the OPP as a P-PSAP provider.

### **Training**

Provincial Communications Centre staffing is of utmost importance to the OPP. For the calltakers as the first points of contact for the public during an emergency and for the dispatchers who coordinate the movements and actions of frontline police officers, it is mission critical that PCC staff are well trained and in adherence with the OPP's Standard Operating Procedures. All

applicants for OPP Communications Operator positions are subjected to a rigorous screening process involving interviews, pre-employment testing using CritiCall and other position-specific software, psychological testing and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with an OPP-trained coach during their initial transition. A quality assurance program is in place to ensure employees maintain their skillset and are compliant with organizational standards.

### **Standards**

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporate the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within two rings. Performance of all call answering activity is regularly measured and reviewed. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first. Note: The standard ringing cycle is six seconds and is fixed by the telephone company. Accordingly, the maximum time for two ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display information including the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at pre-set limits, alerting the calltakers to this critical information. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

### **Redundancy and Back-up Sites**

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P- PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fibre ring that provides redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

### **Multi-Language/Hearing-Voice Impaired Calls**

All 9-1-1 calls are initially answered in English. Bilingual (French/English) communicators at each Provincial Communications Centre are able to answer a call in either official language. The OPP

will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP subscribes to an interpretation services telephone line and regularly uses this service to access live translation services in additional languages, as required. To assist with Deaf, deafened, and hard of hearing callers, each Provincial Communications Centre is equipped with a minimum of two (2) TTY devices which are connected to the telephone systems, ensuring calls can be transferred as required. These devices are also used by the OPP to provide similar service through the direct dial 1-888-310-1133 phone number.

### **The Communications Centre Logger (CCL) system**

Every Provincial Communication Centre is equipped with the Communications Centre Logger (CCL) system to capture and store call recordings. Multi-channel digital recorders provide continuous long-term storage on a 24-hour basis. The recorders are redundantly configured in order to ensure continuity of recordings. Copies of recordings are archived to an additional on-site and off-site data server in order to ensure availability in case of hardware failure. All telephone calls are recorded for the duration that the operator's phone remains off hook. All radio transmissions are recorded for the duration of the radio PTT transmission. The CCL system does not record dead air in-between calls or transmissions. Exports of audio recordings are presented as a collection of timestamped clips where each clip represents a single call or transmission.

Records are retained for a seven (7) year plus current year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Requests for copies of CCL system recordings are processed by the OPP Technology Disclosure Unit (TDU).

### **Automatic Number Identification/Automatic Location Identification (ANI/ALI)**

ANI (Automatic Number Identification) is the automatic display at the PSAP of the telephone number associated with the line which called 9-1-1. ALI (Automatic Location Identification) contains details about the location, including the GPS coordinates or the civic or mailing address and other identifying information such as the building name or suite number that is associated with the ANI from the database where the PSAP is connected. All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 calls is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be transferred or "downstreamed" to Secondary PSAP agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least five days prior to the end of the seven-year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

## **Online Conferencing**

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e., interpretation services) via the Meridian conference feature.

## **Reports**

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P- PSAP operation in answering 9-1-1 calls, as well as the volume of calls handled for the Municipality.

The OPP notifies Bell Canada of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

## **Costs**

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

## **Additional Charges**

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. If the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

## **Allowances for Business Interruptions**

Due to the equipment redundancy and back-up provisions, the OPP does not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

## **Preparing for Next Generation 9-1-1 (NG9-1-1)**

Under a directive from the Canadian Radio-television and Telecommunications Commission (CRTC), all telephone companies are mandated to update their networks in order to be ready to provide next-generation (NG9-1-1) services in the future.

As consumer telecommunication devices continue to evolve with changing technology, the 9-1-1 system must keep pace in order to maintain and further enhance public safety.

NG9-1-1 is the mandatory replacement of the current 9-1-1 service in Canada. Rather than a series of different, proprietary telephone systems, NG9-1-1 is an ecosystem of integrated, standards-based systems from coast to coast to coast. It will comply with a standard developed by the North American Emergency Number Association (NENA) which forms the basis for compatible deployment of this new service in Canada, the United States and around the world.

The change to NG9-1-1 will significantly enhance public safety communications services in an increasingly wireless, mobile society with new broadband network capabilities, notably:

- It will be a national level network that will facilitate emergency communications between citizens and emergency services.
- It will be a standards-based, secure platform specifically for 9-1-1 emergency communications across Canada.
- It will provide OPP PCC Communicators with enhanced caller location and subscriber information, improving their ability to dispatch officers as quickly as possible.
- NG9-1-1 will improve interoperability between emergency services agencies by allowing P-PSAPs to transfer calls efficiently and seamlessly share information from PSAP to PSAP.
- NG9-1-1 will allow the public to real-time text (RTT) 9-1-1 directly and in the future, allow callers to send photos and videos.

By March 1, 2022, all networks were updated to prepare for NG9-1-1. Additional milestones will be put in place by the CRTC, culminating in the decommissioning of the existing 9-1-1 system and full implementation of NG9-1-1 by March 2025.

The OPP is a national leader in NG9-1-1 adoption and implementation and has committed resources to ensuring the safety and security of the new NG9-1-1 network.

Working in partnership with hardware and software stakeholders, the OPP is expecting to begin the NG9-1-1 migration process early in 2024.



**AGREEMENT FOR THE PROVISION OF  
PRIMARY PUBLIC SAFETY ANSWERING  
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES  
EFFECTIVE AS OF JANUARY 1, 2025**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the  
MINISTER OF THE SOLICITOR GENERAL  
on behalf of the ONTARIO PROVINCIAL POLICE**

**("OPP")**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE TOWN OF MOOSONEE  
(the "9-1-1 Authority")**

**OF THE SECOND PART**

## **RECITALS:**

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

## **2 DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

**“9-1-1 Call”** means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

**“Agreement”** means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

**“ALI”** means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

**“ANI”** means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

**“Call Control”** means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“**ESZ**” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“**GIS**” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

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

“**Party**” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“**PERS**” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“**PSAP**” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“**Primary PSAP**” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“**Secondary PSAP**” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“**Selective Routing and Transfer**” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

### 3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

**To the 9-1-1 Authority**

THE CORPORATION OF  
THE TOWN OF MOOSONEE

5 First St  
PO Box 727,  
Moosonee, ON  
P0L 1Y0

Email:  
cao@moosonee.ca

**To the Ontario Provincial Police**

Attention: Municipal Policing Bureau

OPP General Headquarters  
777 Memorial Avenue Orillia  
ON L3V 7V3

Email:  
OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail

or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

#### **4 RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$848.23 based on the residential population served in the geographic territory of the 9-1-1 Authority of 1512 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

#### **5 RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the

utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

## **6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY**

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall

answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

## **7 LIMITATION OF LIABILITY**

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
  - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
  - (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that

exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

## **8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## **9 DISPUTE RESOLUTION**

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

## **10 TERM, TERMINATION AND RENEWAL**

10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in

force, subject to either party terminating the agreement as specified in this section.

10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

## 11 **GENERAL**

11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.

11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.

11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.

11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.

11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.

- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

**THE CORPORATION OF THE TOWN OF MOOSONEE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ontario Provincial Police (OPP)**

\_\_\_\_\_  
Provincial Commander

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SCHEDULE "A"

**BYLAW OR BAND COUNCIL RESOLUTION**

Attached to and forming part of the Agreement between

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
**as represented by the**  
**MINISTER OF THE SOLICITOR GENERAL**  
**on behalf of the ONTARIO PROVINCIAL POLICE**

And

**THE CORPORATION OF THE TOWN OF MOOSONEE**

**PLACEHOLDER  
BY-LAW/BAND COUNCIL RESOLUTION**

# The Corporation of the Town of Moosonee

P.O. BOX 727, MOOSONEE, ONTARIO, P0L 1Y0

## RESOLUTION 2026

February 10<sup>th</sup>, 2026

NO. 2026- 033

MOVED BY:

SECONDED BY:

Mayor Wayne Taipale	<input type="checkbox"/>	Mayor Wayne Taipale	<input type="checkbox"/>
Councillor Diane Ryder	<input type="checkbox"/>	Councillor Diane Ryder	<input checked="" type="checkbox"/>
Councillor Carman Tozer	<input type="checkbox"/>	Councillor Carman Tozer	<input type="checkbox"/>
Councillor Susan Hunter	<input type="checkbox"/>	Councillor Susan Hunter	<input type="checkbox"/>
Councillor Savion Nakogee	<input checked="" type="checkbox"/>	Councillor Savion Nakogee	<input type="checkbox"/>

### MOTION:

Council Meeting Dates – Second Quarter 2026


**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee approves the Council Meeting schedule for Second quarter of 2026 as follows:


- Regular Council Meeting on April 7, 2026 at 6:00pm
- Regular Council Meeting on April 21, 2026 at 6:00 pm
- Regular Council Meeting on May ~~25~~<sup>14</sup>, 2026 at 6:00pm
- Regular Council Meeting on May ~~21~~<sup>28</sup>, 2026 at 6:00pm
- Regular Council Meeting on June 09, 2026 at 6:00pm
- Regular Council Meeting on June 23, 2026 at 6:00pm

CARRIED	<input checked="" type="checkbox"/>	DEFEATED	<input type="checkbox"/>	TABLED/DEFERRED UNTIL	<input type="checkbox"/>
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Declaration of Conflict of Interest: \_\_\_\_\_

- Disclosed His/Her/Their Interest
- Vacated His/Her/Their Seat
- Deferred

  
CLERK– Bobbylyn Jardino

  
MAYOR- Wayne Taipale

# THE CORPORATION OF THE TOWN OF MOOSONEE

## BY-LAW No. 05-2026

### A By-law Prescribing Standards for the Maintenance and Occupancy of Property

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**WHEREAS** Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, authorizes the council of a municipality to pass a bylaw prescribing standards for the maintenance and occupancy of property within the municipality and for prohibiting the occupancy or use of such property that does not conform to the standards; and for requiring property that does not conform with the standards to be repaired and maintained to conform with the standards or requiring the property to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

**AND WHEREAS** Section 15.6(1) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended requires that a By-law passed under Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23* shall provide for the establishment of a Property Standards Committee;

**NOW THEREFORE**, the Council of the Corporation of the Town of Moosonee enacts as follows:

- 1.0**        TITLE AND SCOPE
- 1.1        This By-Law may be referred to as “The Property Standards By-Law”.
- 1.2        The standards for maintenance and occupancy of **property** set forth in this By-Law are hereby prescribed and adopted as the minimum standards for all **property** within the **Town**.
- 1.3        No **person** shall occupy a **property** if there is a condition which poses or constitutes an **unsafe condition**.
- 1.4        A **property** within the **Town** that does not conform with the standards contained in this By-law shall be:
- (a)        **repaired** and maintained to conform with such standards; or
  - (b)        cleared of all **buildings, accessory buildings, structures** or **waste** and left in a graded and levelled

condition.

## 2.0 APPLIED MEANING OF WORDS AND TERMS

2.1 Interchangeability: Words used in the present tense include the future, words in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural includes the singular.

## 3.0 DEFINITIONS

In this By-law:

**“Accessory building”** means a detached **building** or **structure**, not used for human habitation that is subordinate to the primary use on the same **property**.

**“Basement”** means that portion of a **building** between two floors, which is partly underground of the first floor joists above the average finished grade level adjacent to the exterior walls of the **building** and includes a crawl space and cellar.

**“Boat”** includes any vessel which floats or is designed to float on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to pleasure craft, scows, personal water craft, canoes, row boats, pontoon boats and commercial boats, when on the water or on land.

**“Building”** means a building as defined in the **Building Code Act**, or a **structure** used or intended to be used for supporting or sheltering any use or occupancy.

**“Building Code Act”** means the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended and any prescribed regulations under the *Building Code Act*.

**“Committee”** means the **Town’s** Property Standards Committee established under this By-law.

**“Compost”** means a collection of humus material such as kitchen and table waste, grass clippings, plant trimmings,

weeds or other leaves.

**“Council”** means the Council for the **Town**. **“Dwelling”**

means a **building** or part of a **building**, occupied or capable of being occupied, in whole or in part for the purpose of human habitation.

**“Dwelling unit”** means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions including cooking, eating, sleeping and sanitary facilities.

**“Exterior property areas”** means the **property** and **yard**, exclusive of a **building** and an **accessory building**.

**“Fence”** means a **structure**, wall or barrier, other than a **building**, erected at grade for the purpose of defining boundaries of **property**, separating open space, restricting ingress to or egress from **property**, providing security or protection to **property** or acting as a visual or acoustic screen.

**“Firewood”** means any lumber, timber, logs, poles, cut up trees or felled trees, any salvaged wood products included but not limited to wood skids, wood boxes, and used wood products that are not required for a **building**, **accessory building** or **structure** currently under construction on the **property** or for which there is a current or regular use.

**“Ground cover”** means organic or non-organic material applied to prevent the erosion of the soil, e.g., concrete, flagstone, gravel, asphalt, grass or other forms of landscaping.

**“Guard”** means a protective barrier installed around openings in floor area or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, or other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

**“Habitable room”** means a room or enclosed floor space used, or capable of being used for living, eating, sleeping or domestic food preparation purposes, but excludes a bathroom, water closet compartment, laundry, pantry, foyer, lobby, hall, passageway, corridor, closet, stairway, storage room, furnace room or other accessory space used for service, maintenance or access within a **building**.

**“Heritage attribute”** means an attribute of a **heritage property** that contributes to its cultural heritage value or interest that is defined, described or inferred:

(a) in a By-law designating a **heritage property**;

(b) in a By-law designating a heritage conservation district;

(c) in a Minister's Order made under the *Ontario Heritage Act*;

(d) in any documentation considered as part of (a), (b) and (c) above;

and includes any elements, features or components that support or protect the heritage attribute.

**“Heritage property”** means a Property designated under Part IV or Part V or by a Minister's Order under the *Ontario Heritage Act*.

**“Landlord” includes:**

a) The owner of a rental unit or any other person who permits occupancy of a **rental unit**, other than a **tenant** who occupies a **rental unit** in a residential complex and who permits another person to also occupy the unit or any part of the unit; and, b) The heirs, assigns, personal representatives and successors in title of a person referred to in clause (a).

**“Naturalized Area”** means an area that has been implemented or naturally occurring areas to produce ground cover which consists of one or more species of wildflowers, annuals, perennials, shrubs and grasses or a combination thereof and includes natural areas such as

wooded lots, managed commercial woodlots, forests and wetlands.

**“Occupant”** means any **person** or **persons** over the age of eighteen years in possession of the **property**.

**“Openable area”** means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**“Owner”** includes,

- (a) the **person** for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the land and premises were let; and
- (b) a lessee or **occupant** of the **property** who, under the terms of a lease, is required to **repair** and maintain the **property** in accordance with the standards for the maintenance and occupancy of **property**.

**“Person”** includes a corporation and its heirs, executors, administrators, or other representatives of a person to whom the context can apply according to law.

**“Property”** means a **building** or **accessory building**, or part of a **building** or **accessory building**, and includes all the lands and premises within the boundary lines of the property, all mobile structures, mobile buildings, mobile homes, outbuildings, **fences, retaining walls**, and erections thereon, whether heretofore or hereafter erected, and also includes **vacant property**.

**“Property Standards Officer”** shall mean a Property Standards Officer who has been appointed by by-law to administer and enforce this By-law.

**“Rental Unit”** means a dwelling unit used, or intended to be used, for a **residential tenancy**.

**“Repair”** includes the making of additions or alterations or the taking of such action as may be required so that the **property** shall conform to the standards established in this By-law.

**“Residential rental property”** includes a **rental unit** and the **yards**;

**“Residential Tenancy”** means the lease of residential premises for residential purposes.

**“Retaining wall”** means a **structure** that holds back soil or loose material to prevent it from assuming the natural angle of repose at locations where an abrupt change in ground elevation occurs.

**“Safe condition”** means a condition that does not pose or constitute an undue or unreasonable hazard or risk of life, limb or health of any **person** on or about the **property**, and includes a structurally sound condition.

**“Sewage”** means water-carried waste, together with such ground, surface and storm waters as may be present.

**“Sewage system”** means the **Town’s** system of storm sewers, sanitary sewers and combined sewers, or a private sewage disposal system.

**“Structure”** means anything constructed either permanent or temporary, the use of which requires location on or an attachment to something having location on the ground.

**“Tenant”** means a person who pays rent or is required to pay rent in return for a right to occupy a **rental unit**.

**“Town”** means the Corporation of the Town of Moosonee or the land within the geographic limits of the Corporation of the Town of Moosonee as the context requires.

**“Unsafe condition”** means any condition that poses or constitutes an undue or unreasonable hazard or risk to life,

limb or health of any **person** on or about the **property**.

**“Vacant building”** means any **building or accessory building** that is or appears to be vacant, partially vacant, or unoccupied, or that, by reason of its unfinished or dilapidated condition, is open to the elements and in a state that there is little to no control over unauthorized entry, but does not include:

- (a) a **dwelling unit** occupied by the **owner** on a seasonal basis but otherwise maintained throughout the year;
- (b) a **building or accessory building on property** used for farming purposes, except a **dwelling unit**.

**“Vacant property”** means a **property** that does not have a **building or accessory building**.

**“Waste”** includes any debris, rubbish, refuse, sewage, effluent, garbage, brush, ashes, litter, wrappings, salvage, vehicle parts, discarded material or things, broken or dismantled things, or materials or things exposed to the elements, deteriorating or decaying on a **property** due to exposure to the weather.

**“Yard”** means the land within the boundary lines of a **property** not occupied by a principal building in Residential Zones and means the Required Yard as defined in the Zoning Bylaw for all other zones.

#### **4.0**

##### **4.1**

#### EXTERIOR PROPERTY AREAS – GENERAL REQUIREMENTS

**Exterior Property Areas** shall be free from:

- (a) **waste**;
- (b) injurious insects, termites, rodents, vermin and other pests and any condition that may promote an infestation except in a **Naturalized Area**.
- (c) excessive growth of weeds and grass exceeding 12 inches in height, except in a **Naturalized Area**.
- (d) dead, decayed, or damaged trees, or other natural growth and the branches and limbs thereof which create an **unsafe condition** for abutting land owners;
- (e) wrecked, dismantled, derelict, inoperative, discarded, unused or an unlicensed vehicle or trailer, except in an

establishment licensed or authorized to conduct and operate such a business in accordance with any other by-laws, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;

- (f) wrecked, dismantled, derelict, inoperative, discarded or unused **boat** and any component parts thereof, except in an establishment licensed or authorized to conduct and operate such a business, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;
- (g) machinery or any parts thereof, or other objects or parts thereof, or accumulations of material or conditions that create an **unsafe condition** or an unsightly condition out of character with the surrounding environment;
- (h) dilapidated or collapsed **building** or **accessory building** and any unprotected well or other **unsafe condition** or unsightly condition out of character with the surrounding environment;
- (i) stagnant water except in a **Naturalized Area**;
- (j) accumulation of animal excrement.

4.2 Suitable **ground cover** shall be provided to prevent erosion of the soil.

4.3 Hedges, plantings, trees or other landscaping including lighting, required by the **Town** as a condition of site development or redevelopment, shall be maintained in a living condition or shall be replaced with equivalent landscaping or lighting, so as to carry out its intended function and maintain an attractive appearance.

4.4 An abandoned or unused well, septic tank or a hole on a **property** shall be filled or safely covered and protected.

## **5.0** DRAINAGE

5.1 All catch basins, swales and ditches shall be maintained so as to not impede the natural flow of water.

5.2 The storm water run-off from all downspouts of impervious surfaces shall be contained within the limits of the **property** from which it originates until absorbed by the soil or drained

to a storm sewer, or to a natural or artificially-created swale, ditch or watercourse.

5.3 No water shall be drained from a swimming pool, pond or other waterholding device on to abutting properties.

## 6.0 HEALTH

6.1 All **sewage** shall be discharged into an approved **sewage system**.

## 7.0 BUFFERING

7.1 **Property** which, because of its use or occupancy, or for other reasons is required to be buffered shall:

- (a) maintain an effective barrier to prevent lighting and vehicle headlights from shining directly into a **dwelling unit**;
- (b) maintain an effective barrier to prevent wind-blown **waste** from encroaching on an adjacent **property**;
- (c) maintain a visual screen, to minimize the visual impact of a nuisance to a **person** who owns or occupies an adjacent **property**.

## 8.0 RETAINING WALLS

8.1 A **retaining wall** shall be maintained in good **repair** and free from accident hazards.

8.2 Without restricting the generality of section 8.1 the maintenance of a **retaining wall** may include:

- (a) redesigning, **repairing** or replacing all deteriorated, damaged, misaligned or missing portions of the wall, or railings and **guards** appurtenant thereto;
- (b) installing subsoil drains where required to maintain the stability of the **retaining wall**;
- (c) grouting masonry cracks;
- (d) applying a coat of paint or equivalent preservative to all metal or wooden exposed components.
- (e) where a retaining wall in excess of 600 mm (24 inches) forms part or is adjacent to a means of egress, a guard shall be provided unless access is restricted to the retaining wall.

- 9.0**            SUPPLEMENTARY STANDARDS FOR RESIDENTIAL RENTAL PROPERTIES
- 9.1            GENERAL
- 9.1.1          The following additional standards shall only apply to a residential rental property:
- a) Subject to the tenant's responsibility for ordinary cleanliness of the residential rental property, the landlord shall provide such facilities and take such action to ensure that the residential rental property is:
- I. Safe
- II. Clean
- III. In a state of good repair
- IV. Fit for habitation; and,
- V. Free from accumulations of snow and ice;
- b) The landlord shall maintain, in a state of good repair and in a clean, safe condition, any facilities supplied by the landlord and all common areas intended for the use of tenants.
- 9.1.2          All repairs and maintenance of property required by the standards prescribed in this part shall be carried out in a manner accepted as good craftsmanship in the trade concerned and with materials suitable and sufficient for the purpose.
- 9.1.3          Unless otherwise specified, the landlord, and not the tenant, shall be responsible for ensuring that all of the provisions of this part are being complied with.
- 9.2.0          RECREATIONAL FACILITIES, LAUNDRY FACILITIES ROOMS AND AREAS
- 9.2.1          A recreational facility, laundry facility, mail collection area including mailboxes, room or area and the equipment and appliances provided in connection therewith shall be:
- (a) maintained in an operable and usable condition;
- (b) maintained in a **safe condition**;
- (c) with the exception of an outdoor recreational facility, maintained in a clean condition.
- 9.3.0          HEATING, HEATING SYSTEMS, CHIMNEYS, VENTS AND FUEL BURNING APPLIANCES
- 9.3.1          Every **building** containing an occupied **dwelling unit** or

- habitable room** shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 21 degrees Celsius between the 15<sup>th</sup> day of September to the 1<sup>st</sup> day of June the following year. A heating system shall be maintained in good working condition so as to be capable of safely heating the **dwelling unit** or **habitable room** to the required standard.
- 9.3.2 No rental **dwelling unit** shall be equipped with portable heating equipment as a primary source of heat.
- 9.3.3 A fuel burning appliance shall:
- (a) have ample air supply to permit combustion to occur with optimum oxygen available;
  - (b) be located in such a manner as to prevent impediment to the free movement of a **person** and the overheating of adjacent materials and equipment;
  - (c) have **guards** where necessary to minimize the risk of an accident.
- 9.3.4 Where a heating system or part thereof requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a **safe condition** and location so as to be free from fire or accident hazard.
- 9.3.5 A fuel burning appliance, equipment and accessories shall be properly vented to the outside air by means of a smoke pipe, vent pipe, chimney flue or other approved method and as may be required by the **Building Code Act**.
- 9.3.6 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the escape of smoke, fumes or gases from entering a **building**. Maintenance may include the removal of obstructions, sealing open joints, and the **repair** of loose or broken masonry units.
- 9.3.7 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.
- 9.4.0 AIR CONDITIONING
- 9.4.1 An air conditioner shall be equipped with adequate devices for the prevention of condensation drainage on to entrance areas, sidewalks or pathways and shall be

- maintained in a safe mechanical and electrical condition.
- 9.4.2 Cooling water from water-cooled equipment shall not be discharged on a driveway, walkway or other areas used for pedestrian or vehicular traffic, or in such a manner that it may cause damage to a wall, foundation or part of a **building** or **accessory building**.
- 9.4.3 The discharge of cooling water from water-cooled equipment shall be made to a proper drainage system and shall be connected in accordance with all applicable government regulations.
- 9.5.0 INTERIOR LIGHTING
- 9.5.1 Interior lighting standards and fixtures shall comply with the requirements of section 10.
- 9.6.0 VENTILATION
- 9.6.1 Sufficient ventilation shall be provided to all areas of a **building** or an **accessory building** so as to prevent accumulations of heat, dust, vapours, odours, carbon monoxide and other gases likely to create a potential **unsafe condition** or to become a nuisance.
- 9.6.2 A kitchen, bathroom, shower room and toilet room shall be provided with adequate natural or artificial means of ventilation.
- 9.6.3 An enclosed area of a **building** or an **accessory building** including a **basement** and an attic shall be adequately ventilated.
- 9.6.4 A system of mechanical ventilation shall be maintained in good working order.
- 9.7.0 PLUMBING
- 9.7.1 A **dwelling unit** shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health and/or the Chief Building Official of the **Town**.
- 9.7.2 A washbasin, bathtub or shower, and one kitchen sink in a **dwelling unit** shall be equipped with an adequate supply of hot and cold running water. All hot water shall be supplied at a minimum of 43 degrees Celsius and a maximum of 49 degrees Celsius.

- 9.7.3 A fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains or other defects that may harbor germs or impede thorough cleansing.
- 9.7.4 All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working order free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.
- 9.7.5 All plumbing fixtures in every **building** or **accessory building** shall discharge the water, liquids or sewage into drainage piping, which shall be connected to a **sewage system** approved by the authority having jurisdiction.
- 9.7.6 All toilet facilities, sanitary conveniences and washing facilities shall be maintained:
- (a) in good working order;
  - (b) in a clean and sanitary condition;
  - (c) and supplied with hot and cold running water, with cold water connection only to toilets and urinals;
  - (d) and connected to the drainage system.
- 9.8.0 KITCHEN
- 9.8.1 A **dwelling unit** shall contain a kitchen area equipped with:
- (a) one sink surrounded by a surface that is impervious to grease and water;
  - (b) a suitable storage area;
  - (c) a counter or work area, exclusive of the sink and covered with a material that is impervious to moisture and grease and is easily cleanable;
  - (d) a space provided for cooking and refrigeration appliances including suitable electrical or gas connections.
- 9.8.2 A cooking appliance and a refrigeration appliance shall be maintained in a good state of **repair** and operating condition.
- 9.9.0 BATHROOM
- 9.9.1 A **dwelling unit** shall contain a bathroom consisting of at

least one fully operational toilet, washbasin, and a bathtub or suitable shower unit.

9.9.2 A bathroom and a toilet shall be located within and accessible from within the **dwelling unit**.

9.9.3 Where a toilet or bathroom facility is shared by occupants of a residential accommodation, other than a self contained **dwelling unit**, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facility.

9.9.4 Every wall surrounding a shower shall be of impervious material and shall be maintained in a good state of **repair**.

9.9.5 A bathroom as required by section 9.9.1 shall be located in a room used for no other purpose and provided with a door capable of being locked from the inside and opened from the outside in an emergency.

#### 9.10.0 FLOORS

9.10.1 A floor shall be smooth, level and maintained so as to be free of all loose, warped, protruding, broken or rotted boards that may create an **unsafe condition** or surface. A defective floor shall be **repaired** or replaced.

9.10.2 Where a floor covering has become worn or torn so that it retains dirt or may create an **unsafe condition**, the floor covering shall be **repaired** or replaced.

9.10.3 A bathroom, kitchen and shower room shall have a floor covering of water-resistant material and be capable of being cleaned.

#### 9.11.0 ELECTRICAL SERVICE

9.11.1 A **dwelling** and **dwelling unit** shall be wired for electricity and shall be connected to an approved electrical supply system.

9.11.2 The capacity of the connection to a **building** or **accessory building** and the system of circuits distributing the electrical supply of the **building** or **accessory building** shall be adequate for the use and intended use.

9.11.3 Electrical wiring, cords, circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order, free from fire and

accident hazards.

9.12.0

DISCONNECTED UTILITIES

9.12.1

An **owner** of a residential **building** or any **person** acting on behalf of such **owner** shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to a **dwelling unit** and **habitable room** occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of **repairing**, replacing or otherwise altering said service or utility.

9.13.0

INTERIOR WINDOWS, DOORS, SURFACES, FLOORS AND STAIRS

9.13.1

Interior windows, doors, surfaces, floors and stairs shall be maintained:

- (a) in a clean, odour free and sanitary condition, reasonable for the normal use or occupancy of the room, passageway, enclosure or space;
- (b) in good working order and good state of **repair**, free from holes, loose, broken, warped, torn, damaged or decayed boards or materials;
- (c) free from depressions, protrusions, deterioration or other defects which could create an **unsafe condition** or which are out of character with the normal use of the area in which such defect occurs;
- (d) so as to afford the fire resistive properties and other protection for which they shall be designed; and
- (e) free of any graffiti, markings, stains or other defacement.

9.13.2

Interior windows and doors shall also comply with the requirements of section 19.

9.14.0

INTERIOR STRUCTURE – COLUMNS AND BEAMS

9.14.1

A **building** and an **accessory building** and all structural components, including but not limited to all joists, beams, studding, and roof rafters, shall be maintained with material adequate for the load to which they are subjected to.

9.15.0

WALLS-CEILINGS

- 9.15.1 Every interior surface and finish of walls and ceilings shall be maintained:
- (a) in good state of **repair**, a surface which is reasonably smooth, clean, tight and easily cleaned;
  - (b) free of holes, cracks, loose plaster or other material;
  - (c) in a **safe condition**;
  - (d) so as to possess the fire resistant properties required by the **Building Code Act** and the *Fire Protection and Prevention Act*, as amended.

9.16.0 ELEVATORS

- 9.16.1 An elevator, an elevating device, dumb-waiters, hoists, escalators, incline lifts including all parts, lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans shall be maintained in good state of **repair**, operable and in a **safe condition**.

**10.0** LIGHTING STANDARDS AND FIXTURES

- 10.1 Lighting standards and fixtures shall be kept in a **safe condition**, in good working order and in good visual condition.

**11.0** FENCES

- 11.1 A **fence** on a **property** separating adjoining **property** shall:
- (a) be in a structurally sound condition and plumb, unless specifically designed to be other than vertical;
  - (b) be maintained in a good state of **repair** and free of accident hazards;
  - (c) not present an unsightly appearance.

- 11.2 Without restricting the generality of section 11.1 the maintenance of a **fence** may include:

- (a) protecting by paint, treated with a preservative or other weather resistant material unless the aesthetic characteristics of the **fence** are enhanced by the lack of such treatment.

**12.0** WALKWAYS, DRIVEWAYS, RAMPS, PARKING AREAS AND LANDINGS

- 12.1 A parking area, driveway, walkway and other similar public access areas of an **exterior property area** shall be kept

clean and free from **waste**, objects or conditions that may create an **unsafe condition**, health, fire, accident hazard or unsightly condition.

12.2 An **owner** shall cause any snow disposal site or snow storage site on a **property** to be:

- (a) maintained so as not to cause a hazard on the **property**; and
- (b) maintained in such a manner and location on the **property** so as to prevent a hazard, flooding, erosion and other damage to a neighbouring **property**.

**13.0** BUILDINGS AND ACCESSORY BUILDINGS  
STRUCTURAL ADEQUACY - CAPACITY

13.1 All **repairs** and maintenance of **property** required by the standards prescribed in this By-law shall be carried out in a manner accepted as good workmanship in the trades concerned and with materials suitable and sufficient for that purpose.

13.2 Every part of a **building** or **accessory building** shall be maintained in good **repair** and in a structurally sound condition so as:

- (a) to be capable of sustaining safely its own weight, and any additional load to which it may normally be subjected to;
- (b) to be capable of safely accommodating all normal structural movements without damage, decay or deterioration;
- (c) to prevent the entry of moisture that would contribute to damage, fungus growth, decay or deterioration;
- (d) to be capable of safely and adequately performing its function subject to all reasonable serviceability requirements.

13.3 The abating of an **unsafe condition** may include:

- (a) the provision or **repair** of stairs, balustrades, railings, **guards** and screens so as to minimize the risk of accident;
- (b) the elimination of other conditions which, in themselves are a hazard to life or which risk serious injury to **persons** normally in or about the subject **building, accessory building**, room, suite of rooms or

space;

- (c) the installation of a handrail in conjunction with every set of stairs containing three (3) or more risers and such handrail shall be adequately secured and maintained in a good state of **repair**.

**14.0**      HEALTH AND WASTE

14.1      A **building** and **accessory building** on a **property** shall be kept free of mould, **waste** and pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.

14.2      In a **dwelling unit**, sufficient rooms, containers and receptacles shall be maintained to safely contain all **waste**, which shall not be allowed to accumulate but shall be removed or made available for removal in accordance with any applicable by-laws.

14.3      An external container and receptacle shall be screened from view and shall be provided with a cover so that the material contained therein is not exposed to injurious insects, termites, rodents, vermin or other pests.

14.4      Every **building** and **accessory building** shall be provided with sufficient proper receptacles to contain all **waste**, which accumulates on the **property**, and such **waste** shall be placed for collection in proper receptacles in compliance with applicable laws.

14.5      A receptacle for **waste** shall be:  
(a) provided with a tight fitting cover;  
(b) maintained in good working condition and order without holes or spillage; and  
(c) closed, or emptied, rinsed and cleaned when not in use, to prevent the escape of offensive odour or **waste**.

14.6      Garbage chutes, disposal and collection rooms shall be:  
(a) washed down and disinfected as necessary so as to maintain a clean and odour free condition; and  
(b) maintained in good working order.

14.7      Injurious insects, termites, vermin, rodents and other pests shall be exterminated and appropriate measures shall be taken to prevent their re-entry to a **building** or **accessory building** on a **property**.

14.8      In a **dwelling**, openings in the exterior walls or roof shall be

fitted and maintained to protect all habitable space from water and weather entry, and to make such space free from drafts.

- 14.9 No portion of a **dwelling** shall be used for human habitation unless:
- (a) the floors, walls and ceiling areas are watertight and free from dampness and mould at all times;
  - (b) the total window area, the total **openable area** for natural ventilation and the ceiling height are in accordance with the provisions of the **Building Code Act** or, alternatively, reventilation and/or mechanical ventilation is provided as prescribed by the **Building Code Act**;
  - (c) the required minimum window area of every **habitable room** is entirely above the grade of the ground adjoining such window area, or the top of the window well, whichever is the higher elevation.

## 15.0 COMPOST

15.1 **Compost** on a **property** shall be maintained in a composter or an open **compost** pile that is not larger than 2.0 square metres (21.5 square feet) in area and 1.0 metre (39 inches) in height.

15.2 A composter or an open **compost** pile shall be kept free of pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.

## 16.0 HERITAGE PROPERTIES

- 16.1 In addition, to all other standards prescribed by this By-law, an owner of a **Heritage Property** shall:
- (a) protect, maintain and stabilize a **heritage attribute** so as to preserve the existing materials;
  - (b) in the conduct of a repair use only materials that match the form and detailing of the original elements of the **heritage attribute**; and
  - (c) be repaired using only recognized conservation methods.

**17.0**

FOUNDATIONS

17.1

A foundation of a **building** or an **accessory building** shall be maintained in good state of **repair** so as to prevent settlement detrimental to the appearance of the **building** or **accessory building**, or the entrance of moisture, vermin, termites, insects or rodents into the **building** or **accessory building**.

17.2

Without limiting the generality of section 17.1, the maintenance of a foundation may include:

- (a) the jacking-up, underpinning or shoring of the foundation where necessary;
- (b) the extension of footings and foundations below grade or regrading to provide adequate frost cover;
- (c) installing subsoil drains at the footing where such would be beneficial;
- (d) the grouting of masonry cracks;
- (e) waterproofing the wall and joints;
- (f) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the **building** or **accessory building**;
- (g) **repairing** or replacing decayed, damaged or weakened sills, piers, posts or other supports;
- (h) making sills, piers, posts or other supports insect-proof by the application of suitable materials; and
- (i) coating with a preservative.

**18.0**

EXTERIOR WALLS, COLUMNS AND BEAMS

18.1

The components of an exterior wall of a **building** or an **accessory building** shall be maintained:

- (a) in good state of **repair** and in a **safe condition**;
- (b) weather tight;
- (c) free from loose or unsecured objects or materials;
- (d) so as to prevent the entrance of insects, termites, vermin, rodents or other animals;
- (e) so as to prevent deterioration due to weather, insects, vermin, termites, rodents and other animals; and
- (f) so as to prevent deterioration detrimental to the appearance of the **building** or an **accessory building**.

- 18.2 Without restricting the generality of section 18.1, the maintenance of an exterior wall of a **building** or an **accessory building** may include:
- (a) the applying of materials to preserve all exterior wood and metal work or other materials not inherently resistant to weathering;
  - (b) the applying of materials to improve or maintain a pleasant and satisfying appearance at least commensurate with that of the neighbourhood;
  - (c) the restoring, **repairing** or replacing of:
    - i) the wall;
    - ii) the masonry units and mortar;
    - iii) the stucco, shingles or other cladding;
    - iv) the coping; and
    - v) the flashing and waterproofing of the wall and joint.
- 18.3 Exterior columns and beams and any decorative trim shall be maintained in a good state of **repair** and in a **safe condition**. Where necessary, such columns, beams and trim shall be restored, **repaired** or replaced and suitably protected or treated against weathering, so as to prevent or remedy deterioration detrimental to the appearance of the **building** or **accessory building**.
- 19.0** EXTERIOR DOORS, WINDOWS AND OTHER OPENINGS – CANOPIES-MARQUEES-AWNINGS
- 19.1 Shutters, windows, doors, hatchways and other exterior openings in a **building** or an **accessory building** shall be kept weather tight, draft free, and in good state of **repair** and working order.
- 19.2 Without restricting the generality of section 19.1, the maintenance of a shutter, window, door, hatchway and other exterior opening may include:
- (a) painting or the applying of a similarly effective preservative;
  - (b) the **repair**, replacement or renewing of damaged, decaying, missing or defective:
    - i) doors;
    - ii) door frames and casings;
    - iii) windows and window sashes;

- iv) window frames and casings;
- v) shutters;
- vi) screens;

- (c) refitting doors, windows, shutters or screens;
- (d) reglazing or fitting with an translucent substitute;
- (e) rescreening;
- (f) using other approved means of weatherproofing where the opening is used or required for ventilation or illumination and is not protected by a window, door or similar closure:
  - i) screening with wire mesh, metal grills or other equivalent durable material; or
  - ii) other protection so as to effectively prevent the entry of insects, termites, rodents, vermin or other animals.

19.3 Glazed doors, windows and other transparent surfaces shall be kept clean so as to permit unimpeded visibility and unrestricted passage of light.

19.4 A window in a **dwelling unit** that can be or is required by the standards to be openable shall be provided with screening to effectively prevent the entry of insects.

19.5 Nothing in this section shall be construed as preventing doors, windows and other openings in an unoccupied **building** or **accessory building** from being protected from damage or to prevent entry, for such time as determined by section 23.

19.6 A canopy, marquee or awning shall be properly anchored so as to be kept in a **safe condition** and shall be protected from decay and rust by a periodic application of weathercoating material.

19.7 A **building** shall have a safe, continuous and unobstructed passage from the interior to an exit or the outside of the **building** at street or grade level.

19.8 A door that facilitates access to or egress from a **dwelling unit** shall be equipped with locks, and shall be maintained in a good state of **repair** and in an operating condition.

## **20.0** EXTERIOR STAIRS, VERANDAS, PORCHES, DECKS, LOADING DOCKS, BALCONIES AND FIRE ESCAPES

- 20.1 An exterior stair, veranda, porch, deck, loading dock, balcony, fire escapes and every appurtenance attached thereto shall be maintained, reconstructed or **repaired** so as to be safe to use and capable of supporting the loads to which it may be subjected, as specified in the **Building Code Act**, and shall be kept in **safe condition** and good state of **repair**, free of all accident hazards and other deterioration or objects detrimental to the appearance of the **building** or **accessory building**.
- 20.2 Without restricting the generality of section 20.1, the maintenance, reconstructing or **repairing** of an exterior stair, veranda, porch, deck, loading dock, balcony and fire escape may include:
- (a) **repairing** or replacing treads, risers or floors that show excessive wear or are broken, warped, loose or otherwise defective;
  - (b) **repairing**, renewing or supporting structural members that are rotted, deteriorated or loose;
  - (c) providing, **repairing** or renewing **guard** rails, railings and balustrades; and
  - (d) painting or the applying of an equivalent preservative.
- 20.3 Exterior stairs and fire escapes shall be kept free from ice and snow.

## **21.0** ROOFS AND ROOF STRUCTURES

- 21.1 A roof, roof deck, roof structures including solar energy panels, wind generators and related **guards** of a **building** or **accessory building** shall be:
- (a) weather tight and free from leaks;
  - (b) free from loose or unsecured or unsafe objects and materials;
  - (c) free from accident hazards;
  - (d) free from dangerous accumulation of ice and snow;

- (e) kept in a good state of **repair** and in a **safe condition**;
- (f) free from other unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.

21.2 An eaves trough, roof gutter and downpipe shall be kept:

- (a) in good **repair**;
- (b) in good working order;
- (c) water tight and free from leaks;
- (d) free from accident hazards;
- (e) protected by painting or the applying of other equivalent preservative.

21.3 Chimneys, smoke or vent stacks and other roof structures shall be maintained plumb and in good state of **repair** and shall be:

- (a) free from loose bricks, mortar and loose or broken capping;
- (b) free from loose or rusted stanchions, guy wires, braces and attachments;
- (c) free from any accident hazard;
- (d) free from the entrance of smoke or gases into a **building** or **accessory building**;
- (e) free from the heating of adjacent combustible materials, walls and structural members to unsafe temperatures;
- (f) weather tight and free from leaks;
- (g) free from unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.

## **22.0** EXTERIOR MAINTENANCE

22.1 All exterior surfaces that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration from the original finish, or shall be suitably refinished by application of an equivalent preservative.

22.2 Appropriate measures shall be taken to remove any graffiti, markings, stains or other defacement, occurring on

the exposed finished exterior surfaces and, where necessary, to restore the exterior surface and adjacent areas to, as near as possible, to its appearance before the markings, stains or defacement occurred.

22.3 In the event of fire or other disaster, measures shall be taken as soon as possible to make the damaged **building** or **accessory building** compatible with its environment. Without restricting the generality of the foregoing, such measures include:

- (a) making the **building** or **accessory building** safe;
- (b) **repairing** of damaged surfaces exposed to view;
- (c) cleaning any damaged surfaces exposed to view;
- (d) refinishing so as to be in harmony with adjoining undamaged surfaces.

22.4 In the event the **building** or **accessory building** is beyond **repair**, the **property** shall be cleared of all remains and left in a graded level and tidy condition.

### **23.0** VACANT PROPERTY AND VACANT BUILDINGS – ADDITIONAL STANDARDS

23.1 **Vacant property** shall be kept clear of all **waste** and other materials and equipment not otherwise permitted by the zoning by-law.

23.2 A **vacant building** shall:

- (a) be secured against unauthorized entry;
- (b) be protected against the risk of fire, accident, or other danger.

23.3 Where a **vacant building** has been vacant for at least sixty (60) consecutive days, a **Property Standards Officer** who reasonably believes that a **vacant building** poses a risk to safety may, in writing, require the **Owner** of a **vacant building** to do any one or more of the following, within the timeframe specified by the **Property Standards Officer**:

- (a) install security measures or devices to the satisfaction of the **Property Standards Officer**, and such measures may include boarding of doors, windows, or other openings; or
- (b) do any work or **repairs** which, in the opinion of the **Property Standards Officer**, are necessary to secure a **vacant building** from unauthorized entry or protect

a **vacant building** against the risk of fire, accident, or other danger.

23.4 Where a **vacant building** is boarded or required to be boarded:

- (a) boarding materials shall be installed and maintained in good order;
- (b) boarding materials shall be installed to exclude precipitation and wind from entering the **vacant building**, and to secure the **vacant building** from unauthorized entry, and shall be installed within the reveal of the opening frame or cladding, where feasible;
- (c) unless inherently resistant to deterioration, boarding materials shall be treated with a protective coating of paint or equivalent weather resistant material;
- (d) boarding materials shall be selected, coated, coloured, and installed to match surrounding door/window frames and exterior wall finishes.

23.5 Where a **vacant building** remains vacant for more than ninety (90) consecutive days, the **Owner** shall ensure that all utilities serving the **vacant building** are properly disconnected, terminated, or capped, unless such utilities are necessary for the safety or security of the **vacant building**, or unless such utilities are otherwise required by law to remain connected.

23.6 When openings in a **vacant building** previously boarded or secured become unsecured, such openings shall be secured again, and as determined by the **Property Standards Officer** may require the use of materials and fasteners of greater strength, installed in such a manner to deter their removal or destruction.

23.7 Where a **vacant building** has remained vacant or unoccupied for a period of two (2) years and continues in a state of disrepair and deterioration, a **Property Standards Officer** may issue an order to remove all previously installed boarding from windows and doors and to **repair** the **vacant building** in compliance with the standards set out in this By-law.

## **24.0** ADMINISTRATION AND ENFORCEMENT

- 24.1 A **Property Standards Officer** is responsible for the administration and enforcement of this By-law.
- 24.2 A **Property Standards Officer** may, upon producing proper identification, enter upon any **property** at any reasonable time without a warrant for the purpose of inspecting the **property** to determine,
- (a) whether the **property** conforms with the standards prescribed in this by-law;
  - (b) whether an order made under this by-law and the **Building Code Act** has been complied with.
- 24.3 Despite section 24.2, a **Property Standards Officer** shall not enter or remain in any room or place actually being used as a **dwelling** unless,
- (a) the consent of the **occupant** is obtained, the **occupant** first having been informed that the right of entry may be refused and entry made only under the authority of a warrant issued under the **Building Code Act**;
  - (b) a warrant issued under the **Building Code Act** is obtained;
  - (c) the delay necessary to obtain a warrant or the consent of the **occupant** would result in an immediate danger to the health or safety of any **person**;
  - (d) the entry is necessary to terminate a danger under subsection 15.7 (3) or 15.10 (3) of the **Building Code Act**; or
  - (e) the requirements of section 24.4 are met and the entry is necessary to remove an **unsafe condition** under clause 15.9 (6) (b) of the **Building Code Act** or to **repair** or demolish under subsection 15.4(1) of the **Building Code Act**.
- 24.4 Within a reasonable time before entering the room or place for a purpose described in section 24.3 (e), the **Officer** shall serve the **occupant** with notice of his or her intention to enter it.
- 24.5 A **Property Standards Officer** for the purposes of an inspection has all the powers as provided for in section 15.8(1) of the **Building Code Act**.

- 25.0**            ORDERS AND COMPLIANCE
- 25.1            An **owner** of **property** shall comply with the standards and requirements prescribed in this By-law.
- 25.2            Every **Property Standards Officer** who finds that a **property** does not conform with any of the standards of this By-law, may make an order pursuant to the provisions of Section 15.2 of the **Building Code Act**:
- (a)        requiring the **property** that does not conform with the standards to be **repaired** and maintained to conform with the standards; or
- (b)        requiring that the site be cleared of all **buildings** or **accessory buildings, structures**, debris or refuse and left in a graded and leveled condition.
- 25.3            Every **owner** of **property** shall comply with an order made pursuant to this By-law and the **Building Code Act** requiring compliance as confirmed or modified. If an order of a **Property Standards Officer** is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Town** may cause the **property** to be **repaired** or demolished accordingly.
- 25.4            Where any **person** fails to comply with an order issued, the **Town** may enter and cause the required work to be done at the cost of the **person**. The cost of such work may be recovered by action or by adding the costs to the tax roll and collecting the costs in the same manner as property taxes.
- 26.0**            APPEAL OF ORDER
- 26.1            An **owner** who has been served with an order made under this By-law and **Building Code Act** and who is not satisfied with the terms or conditions of the order may appeal to the **Committee** by sending a notice of appeal by registered mail to the secretary of the **Committee** within 14 days after being served with the order.
- 26.2            An order that is not appealed within the time referred to in Section 26.1 shall be deemed to be confirmed.
- 26.3            The **Committee** shall hear the appeal.

- 26.4 On an appeal, the **Committee** has all the powers and functions of the **Property Standards Officer** who made the order and the **Committee** may do any of the following things if, in the **Committee's** opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:
- (a) Confirm, modify or rescind the order to demolish or **repair**;
  - (b) Extend the time for complying with the order.
- 26.5 The **Town** in which the **property** is situate or any **owner** or **person** affected by a decision under this section may appeal to the Superior Court of Justice by notifying the Clerk of the **Town** in writing and by applying to the court within 14 days after a copy of the decision is sent.
- 26.6 The Superior Court of Justice shall appoint, in writing, a time and place for the hearing of the appeal and may direct in the appointment the matter in which and the **persons** upon whom the appointment is to be served.
- 26.7 On the appeal, the judge has the same powers and functions as the **Committee**.
- 26.8 An order that is deemed to be confirmed under section 26.2 or that is confirmed or modified by the **Committee** under section 26.3 or a judge under section 26.7, as the case may be, shall be final and binding upon the **owner** who shall carry out the **repair** or demolition within the time and in the manner specified in the order.
- 27.0** POWER OF TOWN TO REPAIR AND DEMOLISH
- 27.1 If an order is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Town** in accordance with section 15.4 of the **Building Code Act** may cause the **property** to be **repaired** or demolished.
- 27.2 Where an order is not complied with and the **Town** has caused the property to be **repaired** or demolished, the **Town** has priority lien status in accordance with section 1 of the *Municipal Act, 2001, as amended*, on the **property** for the amount spent on the **repair** or demolition and the amount may be added to the tax roll by the Treasurer of the **Town** and may be collected in the same manner as taxes on the **property**.

## 28.0

### EMERGENCY ORDERS

28.1

If upon inspection of a **property** an **Property Standards Officer** is satisfied that there is non-conformity with the standards prescribed in this by-law to such extent as to pose an immediate danger to the health or safety of any **person**, the **Property Standards Officer** may make an order in accordance with section 15.7 of the **Building Code Act** containing particulars of the non-conformity and requiring remedial **repairs** or other work to be carried out immediately to terminate the danger.

## 29.0

### CERTIFICATE OF COMPLIANCE

29.1

After inspecting a **property**, a **Property Standards Officer** who is of the opinion that the **property** is in compliance with the standards established in this By-law, may issue a certificate of compliance to the **owner**.

29.2

The prescribed fee set out in the **Town's Fees and Charges By-law** shall be payable prior to the issuance of a certificate of compliance where it is issued at the request of the **owner**.

## 30.0

### PENALTY

30.1

Every **owner** who fails to comply with an order, as confirmed, any other order, a direction or a requirement made under this By-law is guilty of an offence under Section 36.(1) of the **Building Code Act** and is liable to a penalty or penalties as set out in Section 36 of the **Building Code Act**.

## 31.0

### PROPERTY STANDARDS COMMITTEE

31.1

A **Committee** is hereby established in accordance with the **Building Code Act**.

31.2

The **Committee** shall be composed of such persons, not fewer than three (3), as **Council** considers advisable.

31.3 The **Committee** shall hold office for the term of **Council** or until such time as successors are appointed.

**32.0 EXEMPTIONS**

32.1 This By-law does not apply to lands on which construction is actively proceeding in accordance with a permit issued pursuant to the *Building Code Act*.

**33.0 VALIDITY**

33.1 If any section, subsection, paragraph, sentence, clause, or provision of this By-Law be declared by a Court of competent jurisdiction to be invalid, illegal or ultra vires for any reason, all other provisions of this By-Law shall remain and continue in full force and effect and shall remain valid and binding.

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**READ a first and second time  
this 31<sup>st</sup> day of March 2026**

\_\_\_\_\_  
Mayor – Wayne Taipale

\_\_\_\_\_  
Clerk – Bobbylyn Jardino

**READ a third time and finally passed  
this \_\_\_ day of \_\_\_\_\_ 2026**

\_\_\_\_\_  
Mayor – Wayne Taipale

\_\_\_\_\_  
Clerk – Bobbylyn Jardino