

AGENDA
A meeting of the Council of the Corporation
of the Town of Northeastern Manitoulin and the Islands
to be held on Tuesday, February 7th, 2023
at 7:00 p.m.

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & General Nature Thereof**
- 4. Minutes of Previous Meeting**
 - i. Confirming By-Law 2023-02
- 5. New Business**
 - i. McLay Subdivision Agreement
 - ii. Central Manitoulin Request – Waste disposal
 - iii. Request for donation – Little Current Lions Club
 - iv. CSAC Appointment – Allison Brewer & Jill Ferguson
 - v. BIA request
 - vi. Request for support – School Board Elections
- 6. Minutes and Other Reports**
 - i. CPAC Minutes – January 11, 2023
 - ii. Manor Minutes – December 15, 2022
 - iii. ROMA Councillor reports
- 7. In Camera**
 - i. personal matters about an identifiable individual, including municipal or local employees
- 8. Adjournment**

**THE CORPORATION OF THE TOWN OF
NORTHEASTERN MANITOULIN AND THE ISLANDS**

BY-LAW NO. 2023-02

Being a by-law of the Corporation of the Town of Northeastern Manitoulin and the Islands to adopt the minutes of Council for the term commencing December 4, 2018 and authorizing the taking of any action authorized therein and thereby.

WHEREAS the Municipal Act, S.O. 2001, c. 25. s. 5 (3) requires a Municipal Council to exercise its powers by by-law, except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS ENACTS AS FOLLOWS:

1. THAT the minutes of the meetings of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands for the term commencing December 4th, 2018 and held on:

January 17, 2023

January 19, 2023

are hereby adopted.

2. THAT the taking of any action authorized in or by the minutes mentioned in Section 1 hereof and the exercise of any powers by the Council or Committees by the said minutes are hereby ratified, authorized and confirmed.
3. THAT, where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the minutes mentioned in Section 1 hereof or with respect to the exercise of any powers by the Council or Committees in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing the taking of any action authorized therein or thereby or required for the exercise of any power therein by the Council or Committees.
4. THAT the Mayor and proper Officers of the Corporation of the Town of Northeastern Manitoulin and the Islands are hereby authorized and directed to do all things necessary to give effect to the recommendations, motions, resolutions, reports, action and other decisions of the Council or Committees as evidenced by the above-mentioned minutes in Section 1 and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents in the name of the Corporation of the Town of Northeastern Manitoulin and the Islands and to affix the seal of the Corporation thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
7th day of February, 2023.

Al MacNevin

Mayor

Pam Myers

Clerk

The Corporation of the Town of Northeastern Manitoulin and the Islands
Minutes of a Regular Council meeting held Tuesday, January 17, 2023

PRESENT: Mayor Al MacNevin, Councillors: Patti Aelick, Al Boyd, Laurie Cook, Mike Erskine, William Koehler, Dawn Orr, George Williamson, and Bruce Wood.

STAFF PRESENT: David Williamson, CAO
Pam Myers, Clerk

Mayor MacNevin called the meeting to order at 7:00 p.m.

Disclosure of pecuniary interest and the general nature thereof – none.

Resolution No. 03-01-2023

Moved by: P. Aelick

Seconded by: B. Wood

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands approves agenda as amended.

Carried

Resolution No. 04-01-2023

Moved by: A. Boyd

Seconded by: W. Koehler

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands now reads a first, second and third time and finally passes By-law 2023-01. Being a by-law to adopt the minutes of Council for the term commencing November 15, 2022 and authorizing the taking of any action therein and thereby.

Carried

Resolution No. 05-01-2023

Moved by: M. Erskine

Seconded by: G. Williamson

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands approves the 2023 draft Budget.

Carried

Resolution No. 06-01-2023

Moved by: M. Erskine

Seconded by: B. Wood

RESOLVED THAT the Planning Authority of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands conditionally approves the application for consent as applied for by Steven Gutscher File Number 2022-12, subject to the following conditions;

1. Transfer of land form prepared by a solicitor and a schedule to the transfer of land form on which is set out the entire legal description of the parcel,
2. The applicant must deposit a Reference Plan of Survey in the Land Registry Office clearly delineating the parcels of land approved by The Town of Northeastern Manitoulin and the Islands in this decision and provide the Town Office with a copy.
3. Prior to final approval by the Town of Northeastern Manitoulin and the Islands, the owner provide confirmation of payment of all outstanding taxes.
4. All outstanding fees associated with this application including a fee of \$100 for each transfer of land and advertising cost.

Carried

**The Corporation of the Town of Northeastern Manitoulin and the Islands
Minutes of Council**

Page 2

Resolution No. 07-01-2023

Moved by: W. Koehler

Seconded by: M. Erskine

RESOLVED THAT the Planning Authority of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands conditionally approves the application for consent as applied for by Emilia and Anthony Robinson, File Number 2022-13, subject to the following conditions;

1. Transfer of land form prepared by a solicitor and a schedule to the transfer of land form on which is set out the entire legal description of the parcel,
2. A letter of acknowledgment indicating that you are creating these lots knowing that the lagoon access road in an unopened and unmaintained road allowance, Furthermore all entrances and buildings will require permits or permission from both the MTO and the Town of Northeastern Manitoulin and the Islands.
3. The applicant must deposit a Reference Plan of Survey in the Land Registry Office clearly delineating the parcels of land approved by The Town of Northeastern Manitoulin and the Islands in this decision and provide the Town Office with a copy.
4. Prior to final approval by the Town of Northeastern Manitoulin and the Islands, the owner provides confirmation of payment of all outstanding taxes.

All outstanding fees associated with this application including a fee of \$100 for each transfer of land and advertising costs.

Resolution No. 08-01-2023

Moved by: M. Erskine

Seconded by: A. Boyd

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands appoints the following people to the Community Services Advisory Committee

Steve Arthurs

Sean O'Hare

Barbara Baker

Zak Nicholls

Carried

Resolution No. 09-01-2023

Moved by: G. Williamson

Seconded by: M. Erskine

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands proceeds In Camera in order to address a matter pertaining to a proposed or pending disposition or acquisition of land for municipal or local board purposes.

Carried

Resolution No. 10-01-2023

Moved by: G. Williamson

Seconded by: P. Aelick

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands does now adjourn at 9:03 pm.

Carried

THIS Subdivision Agreement made in triplicate this 11th day of Jan. 2023. BETWEEN

Davis & McLay Developments Limited

Hereinafter called the "Owner"

AND

THE CORPORATION OF THE

TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS

Hereinafter called the "Town"

WHEREAS the lands to which this Agreement applies are more particularly described in Schedule "A" and shown on the plan of subdivision as per Schedule "G".

AND WHEREAS the Owner purports to be the Owner of the said lands and has applied to the Manitoulin Planning Board for approval of a Plan of Subdivision and such approval has been granted subject to the execution of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town recommending approval of the said proposed plan of subdivision, and in consideration of the sum of Five DOLLARS (\$5.00) of lawful money of Canada, now paid by the Town to the Owner the receipt whereof is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties' hereto covenant and agree one with the other as follows:

1.0 DEFINITIONS

In this Agreement:

- (a) "MAINTAIN" includes repair;
- (b) "OWNER" includes any legal entity holding title to any part of the real property the subject of the Plan of Subdivision hereto to which this Agreement applies, or any agent or contractor carrying out works for any Owner;
- (c) PHASE ONE means the development and sales of lots one to six inclusive of the plan of subdivision;
- (d) PHASE TWO means the development and sales of lots seven to nineteen inclusive of the plan of subdivision;

- (e) "PLAN", "PLAN OF SUBDIVISION" or "SUBDIVISION" means a proposed plan of subdivision submitted by the Owner for approval and includes the lands described in Schedule "A" and shown in Schedule "G" attached hereto;
- (f) "TOWN" includes any staff and/or Engineer designated by the Town Council;
- (g) "WORKS" includes those services and other works listed in Schedule "B" of this Agreement;
- (h) "O.P.S.S./D. (OPPSS/D) means "Ontario Provincial Specifications Standards and Drawings".

2.0 SCHEDULES

The following schedules are attached hereto and form part of this Agreement:

"A" Description of Lands to Which this Agreement Applies;

"B" Works to be provided by the Owner;

"C" Estimated Cost of Work;

"D" Financial Requirements;

"E" Design Criteria and Specifications;

"F" Drainage and Lot Grading Plan;

"G" Plan of Subdivision;

"H" Easements and Land Dedications;

"I" Street Lighting and Utility Specifications;

"J" Parkland Development Specifications;

"K" Engineering Consultant(s);

"L" Private Road Agreement;

3.0 GENERAL REQUIREMENTS

3.1 LANDS

- 3.1.1 The lands to which this Agreement shall apply are the lands described in Schedule "A" annexed hereto and shown on the plan of subdivision annexed hereto as Schedule "G".

3.2 SCOPE OF WORK

- 3.2.1 The Owner covenants and agrees to construct and install all of the works, more particularly set out in Schedule "B" hereto annexed, in compliance with a time schedule to be provided by the Owner to the

Town within 30 days of execution of this agreement and which shall require all works to be completed no later than 3 years. The said works shall be completed at the expense of the Owner in a good and workmanlike manner and to the satisfaction of the Town.

3.3 PROSECUTION OF WORK

- 3.3.1 If, in the opinion of the Town, the Owner is not prosecuting or causing to be prosecuted the work required in connection with this Agreement within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay same so that the conditions of this Agreement are being violated, carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform such work as may be rejected by the Town as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Town, make default in the performance of any of the terms of this Agreement, then in any such case, the Town shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case the Town shall thereupon have full authority and power immediately to purchase such materials, tools, and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner or its surety or both. In cases of emergency, in the opinion of the Town, such work may be done without notice the cost of such work shall be calculated by the Town whose decision shall be final. It is understood and agreed that such costs shall be subject to an additional management fee of TWENTY-FIVE PERCENT (25%) of the labour and material value, and TWENTY-FIVE PERCENT (25%) of the value for the dislocation and inconvenience caused to the Town as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Town would not have executed this Agreement.
- 3.3.2 All of the works shall be installed strictly in accordance with the specifications approved by the Town and as provided in this Agreement.
- 3.3.3 The Owner further covenants and agrees with the Town that the Owner is responsible for the design and supervision of construction of the roads and drainage works, in the subdivision, but such design and supervision shall be subject to the approval of the Town. The Owner is also responsible for the installation of enhanced sewage technologies, as set out in Section 6.0 of this agreement. The Owner shall employ competent Engineers currently registered by the Association of the Professional Engineers of Ontario, and acceptable to the Town, for all of the work as may be required by the Town.
- (i) To design;
 - (ii) To prepare the necessary specifications for;
 - (iii) To obtain the necessary approvals in conjunction with the Town;
 - (iv) To supervise the construction of;

(v) To maintain all records or construction relating to;

(vi) To prepare and furnish all plans and drawings of;

(vii) To prepare and deliver "as-built" drawings prior to release of securities by the Town.

3.3.4 The Owner shall furnish, at its own cost, all plans, specifications, calculations, contours or other information pertaining to the work which may be required by the Town so that the Town can review the design and supervision of the proposals. No contract shall be awarded and no work commenced or continued without prior written approval of the design and supervision of the work by the Town, which approval shall not be unreasonably withheld. If for any reason work is commenced prior to the required Town approval, such approval may be granted retroactively provided all required inspections can be completed. The Town shall be under no obligation to inspect or approve works commenced without approval, and the Owner shall take all such steps as may be requested by the Town to facilitate any inspections.

3.3.5 It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Town does not relieve the Owner of its obligations to carry out all work required under this Agreement strictly in accordance with standard engineering requirements. The Town's fees shall be the Owner's responsibility.

3.3.6 The Owner shall be responsible for payment of all professional and quasi-professional fees and disbursements reasonably incurred by the Town in the determination of the nature and extent of the services to be supplied and installed under and pursuant to this Agreement, in the negotiation and settlement of this Agreement and the enforcement hereof and in the performance by the Town of its rights and obligations hereunder or in connection with the preparation and enactment of relevant land use by-laws, and such fees shall include, without necessarily being limited to, engineering, planning and legal fees and costs. The parties understand that fees incurred may increase in the event of unforeseen circumstances however the obligation of the Owner shall remain limited to reasonable fees in the circumstances. The Owner agrees to reimburse the Town for reasonable cost incurred by their staff for inspections, reviews, etc. throughout the construction of this development. The Hourly rate will be provided by the Town upon Owner's request.

3.3.7 The Owner agrees to submit to the Town, if requested, copies of all executed contracts relating to the construction of the works.

3.3.8 The Town shall have the right, at all times, to inspect the installation of the works. If at any time the Town is of the opinion that the works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the work until it has been placed in satisfactory condition.

3.3.9 The Town may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require soil tests to be carried out, and the cost of such tests shall be paid by the Owner within TEN (10) days of

the account being rendered by the Town.

3.3.10 The Owner covenants to maintain all works installed pursuant to this Agreement by the Owner for a period of ONE (1) year after preliminary approval thereof by the Town provided that preliminary approval shall not be unreasonably withheld.

3.3.11 The Owner covenants to restore any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during construction of works or buildings on the land relating to any services and works required to be installed pursuant to this Agreement.

4.0 DRAINAGE

4.1.1 The Owner hereby agrees to construct, in accordance with Schedule "F", all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the subdivision, in accordance with Schedule "F". It is understood and agreed that such works shall be constructed according to the plan provided by the Owner and before commencing construction of any of the said works the Town shall approve a grade control plan containing the following information:

- (a) Existing and final elevations at all lot corners;
- (b) Existing and final elevations at the centre line of each private road at a spacing of THIRTY (30) metres or less, and at all street intersections;
- (c) Finished elevation of all critical points;
- (d) Arrows indicating the direction of flow of all surface water;
- (e) Location and details of all swales;
- (f) Location and details of all surface water outlets.

The grade control plan may be amended from time to time by the Owner provided the Owner has obtained the written approval of the Town. Where the rear part of any lot or block is low, the Owner shall fill it to enable the surface drainage to flow to a swale at the rear of the properties. The Owner shall construct a swale at the rear of the lots providing an outlet. In all cases, the Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Town. This shall include the installation and removal of culverts, when required by the Town.

4.1.2 Subject to the requirements of Schedule "F" the Owner agrees not to interfere in any way with any existing drain or water course, without written permission from the appropriate Town(s). The Owner agrees that granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Town in relation to any claims against the Town relating to such damage, providing that the Town shall give the Owner, at the Owner's cost, opportunity to defend any such claim.

4.1.3 The Owner agrees to complete the following

- a. Sedimentation and erosion control works, in the form of silt fencing and/or straw bales, shall be installed along the down gradient edges of all building envelopes, laneways, parking areas, tile fields and bases of exposed slopes to retain any particulates generated during the construction period;
- b. All erosion and sediment control works shall be maintained in good working order until the exposed soils have been vegetated.
- c. All disturbed slopes and exposed soils shall be restored with appropriate plantings and/or seed mixtures as soon after construction as feasible.

4.1.4 The Owner agrees to construct the drainage system, to include house connections as required.

4.1.5 The drainage system shall be constructed to an outlet according to designs approved by the Town. It is understood and agreed that the drainage system shall be of sufficient size, depth and at locations within the limits of the subdivision or on adjacent road allowances, to service lands outside the subdivision which will, in the opinion of the Town, require the use of the subdivision drainage system as trunk outlets.

4.2 OPEN STORM DRAINAGE/LOT GRADING

4.2.1 It is agreed between the parties hereto that the Grade Control Plan may be amended from time to time by the Owner with the prior written approval of the Engineer and such approval shall not be withheld except for sound engineering reasons. The Owner shall be responsible for registering on the title of all lots affected by the amended Grade Control Plan. The Owner shall be responsible for rough grading of the lands such that the material excavated for the foundation of the building shall be equal to the material required to complete the lot grading in accordance with the approved Lot Grading Plan. All lot corners and swales shall be graded from 0 to 300 mm below the finished grade to comply with "Rough Lot Grading" requirements. All lots shall be shaped or contoured as necessary to provide positive drainage. The Owner agrees to submit a "Rough Lot Grading" Certificate prepared by the Consulting Engineer or Ontario Land Surveyor that certifies that the rough lot grading complies prior to the issuance of building permits. The Owner further agrees to establish ground elevation at foundation wall, consistent with the Grade Control Plan prior to foundation excavation. In all cases, the Owner will maintain, at its own expense, sufficient interim drainage and outlets to provide adequate drainage until the road has been constructed and approved by the Town. This will include the installation and removal of culverts when required by the Engineer.

5.0 ROADS

5.1.1 This development consists of a private road, constructed to acceptable standards, to be owned and maintained by the Owners of the subdivision. Should the subdivision be developed in Phases, the owners of Phase 1 will own and maintain the road until such time as Phase 2 is developed.

5.1.2 The private road in the subdivision shall be constructed to the satisfaction of the Town and, in particular, shall be constructed in accordance with the engineering report submitted by the Owner and prepared to

the satisfaction of the Town containing specifications and set out in Schedule "E" of this Agreement.

- 5.1.3 No services or utilities shall be installed in any road or section thereof until rough grading of such road or section has been completed and approved by the Town, and no completion of any Street or section thereof shall be commenced until all underground works have been installed, with the exception of gas line laterals, and approved by the Town and appropriate utilities. No driveway paving tie-ins shall be completed until the road has been completed to the Town's satisfaction. No water from driveways is to drain onto the road. The centerline of all entrance culverts is to be 100 mm (4") below the finished road. Driveways constructed of material other than gravel (i.e. asphalt, concrete, interlock) shall terminate at the centreline of the entrance culvert.
- 5.1.4 Upon completion of the underground services on any private road or any section thereof, the Owner shall construct the granular base course in accordance with the requirements of Schedule "E".
- 5.1.5 Following completion of the private road, the Owners will jointly be responsible for the continued road maintenance and insurance for the private road.
- 5.1.6 The private road shall be developed, operated, and maintained under joint use agreement as shown in Schedule "L", registered against the benefitting lands, which is binding on all assigns and successors in title, setting out the following:
- a. procedures and standards for maintenance of the road, acknowledging that the Town will not be responsible for the repair or maintenance of private roads or the provision of services to any development located on a private road;
 - b. agreement amongst all owners for establishment and collection of fees for construction and maintenance of the road;
 - c. a dispute resolution protocol, should owners disagree with respect to fees, construction, maintenance, standards, or other matters pertaining to the private road;
 - d. Acknowledgment and agreement that the Town does not have any liability or responsibility for maintenance of the road or the provision of services;
 - e. Acknowledgment and agreement that the Town will not assume any private road unless it has been built to municipal standards, and notwithstanding its construction to an acceptable municipal standard, the Town is under no obligation to assume ownership and/or responsibility for the maintenance of the road; and
 - f. Any other matters that the Town may consider relevant.
- 5.1.7 Upon completion of the construction of the road for Phase 1 and Phase 2 and provided it is constructed to current municipal standards, the Town can, but is under no obligation to, accept the road.
- 5.1.8 Where work is performed on existing Town roads outside the plan of subdivision, such roads shall be reinstated to the satisfaction of the Town.

5.2 STREET NAMES and SIGNAGE

- 5.2.1 The Owner covenants and agrees that all streets shown on the said plan of subdivision shall be named to the satisfaction of the Town. The Owner shall pay for and the Town, or the Owner acting on the

instructions of the Town, shall supply and erect the street name signs. As well the Owner covenants and agrees to supply and erect any other signs that may be required in the subdivision such as but not limited to private road, dead end, no exit, speed restrictions, curve. The Town shall invoice the Owner for the cost of the supply and installation of such signs, unless such signs are ordered and installed by the Owner in accordance with the directions of the Town.

6.0 ENHANCED SEWAGE TECHNOLOGIES

- 6.1.1 Minimization of the ecological effect of the subdivision, and in particular minimization of the release of phosphates into the adjoining body of water is the common intent of the Owner and the Town. To this purpose the Owner and the Town have agreed to divide development of the subdivision into two phases. Construction on three lots of phase one will have the conventional or tertiary system and three lots will have the Ecoflo or Waterloo system as set out in paragraph 6.1.2 below. The Town will zone lots seven to nineteen (phase two) as "Holding" pending the results of the monitoring report as contemplated herein, and the decision, within a reasonable time of the report, as to which system is to be required by the Town for building permits to be issued for phase two. Thereafter, and provided the private road over Block 22 as contemplated in Schedule "E" of this Agreement is complete, the Holding designation will be removed by the Town and phase two zoned appropriately by the Town for development.
- 6.1.2 Sewage systems on each lot will be constructed as a conventional septic tile field or an Ontario Building Code approved tertiary treatment system, and partially treated effluent would then be directed to drain fields on each lot having B horizon Precambrian Shield soils that meet the same characteristics as the native soils in the Ministry of the Environment Lake Capacity Assessment Handbook, (May 2010) on page 38, section 5.2. It is understood that on three of these lots, the Ecoflo or Waterloo Biofilter or comparable tertiary system with phosphorus treatment unit will be installed.
- 6.1.3 The installation of the sewage systems and the piezometers/wells, including verifying that the correct B horizon soil has been used, will be approved and certified by an independent qualified expert. This expert shall be retained by the Owner, and shall be an individual acceptable to the Ministry of Municipal Affairs and Housing. All costs associated with retaining the experts shall be paid for by the Owner prior to any occupancy of an individual lot.

6.2 Monitoring Period

- 6.2.1 Once any of the septic systems have been commissioned and wastewater is being discharged to the systems, three continuous years of monitoring (co-ordinated by the Owner) on each system, will be undertaken by a qualified expert retained by the Owner at the Owner's expense, plus monitoring at year five and year ten, as outlined below. The expert shall be a person or organization satisfactory to the Ministry of Municipal Affairs and Housing.
- i) Three piezometer/wells will be installed in each of the six drain fields to evaluate distribution of the treated effluent, with a fourth piezometer/well in the down gradient mantle. The locations of the

four piezometer/wells will be determined in consultation with the Ministry of Municipal Affairs and Housing. All piezometers/wells will be installed upon the completion of the drain fields being constructed. These wells will generally be of a shallow depth ($< 3\text{m}$) and may be constructed to the bedrock depth if site conditions dictate. The depth position of the screened intervals of the wells will be decided upon by the qualified expert after site conditions are assessed, but will generally include the bottom 30 cm thickness of the filter bed sand and any permeable zones present underneath the filter bed.

- ii) For the first six months after installation of septic systems and occupancy of the residences, no sampling shall be required.
- iii) Thereafter, groundwater sampling of the piezometers/wells shall be conducted within one week of each of the long holiday weekends in May, July, August and September or October until the completion of three years following the date of installation, occupancy and initial testing of each system. If the home is occupied during December through April, one additional sample would be required following this period of usage. The Owner is responsible for ensuring that this monitoring will take place at his own or the individual new lot Owner's expense.
- iv) All groundwater samples will be filtered (0.45 micrograms) and collected in two sample bottles, one untreated and one acidified to $\text{pH} < 2$, prior to delivery to an accredited laboratory. Analysis will be for chloride and nitrogen compounds (ammonia, ammonium, nitrates) and total phosphorus (acidified sample) within the laboratory specified holding times.
- v) The Ecoflo or Waterloo Biofilter or comparable phosphorus treatment units shall be designed to permit the sampling of effluent. Effluent from the Ecoflo or Waterloo Biofilter or comparable phosphorus treatment units shall be collected on the same sampling schedule as the piezometers/wells. Effluent samples shall be unfiltered prior to delivery to an accredited laboratory and shall be analyzed for chloride and nitrogen compounds (ammonia, ammonium, nitrates), and total phosphorus. A field pH reading shall also be taken of the effluent.
- vi) Annual reports will be provided to the Ministry of Municipal Affairs and Housing and the Ministry of the Environment and Climate Change within two months following the end of each calendar year once a monitoring program for any of the test systems is established. The annual report shall be prepared by a qualified expert, retained by the Owner and satisfactory to the Ministry. The report shall include, at minimum:
 - a. A summary and interpretation of all monitoring data with a comparison to the performance standard;
 - b. A description of sampling protocol and any difficulties encountered;
 - c. A discussion regarding the quality assurance/quality control program;
 - d. A summary of occupancy, a description of any operating problems encountered and corrective actions taken;
 - e. A scale site plan or plans of the entire site illustrating significant site features such as surface water features, seeps, ponds, ditches, roadways, the septic systems, as well as all the sampling locations;
 - f. A groundwater contour map showing the groundwater elevations for each well and the groundwater flow directions;
 - g. Tables summarizing all historical and current analytical results for all parameters;

- h. Hydrographs and tables summarizing all historical and current water level data;
- i. A copy of the borehole logs for all groundwater monitoring wells; and
- j. A copy of the original laboratory analytical results.

vii) Near the end of the three-year monitoring period, on each of the lots with only imported soils (no tertiary system), sediment cores will be retrieved immediately adjacent to each monitoring well location in the filter bed (three locations), and 5 depth-discrete samples of the filter bed sand per well location will be analyzed for desorbable P ('plant-available' P) assay provided by the University of Guelph Soil and Nutrient laboratory. Sediment sample splits will be retained for a period of 1 year after collection for additional analysis if required (e.g. acid-extractable P analysis).

6.2.2 The Owner agrees to provide permission to the Province or its authorized agent to attend on site to monitor the piezometers/wells once at 5 years and 10 years from the installation of the system, with the monitoring to be undertaken at the expense of the Ministry and not the Owner. The Owner agrees to maintain the piezometers during this time.

6.2.3 A copy of all monitoring reports will be provided to the Lake Manitou Area Association (LMAA) at the time they are submitted to the Ministries. The Association will be afforded the opportunity to offer its comments to the Ministries within 30 days of receipt of the reports, prior to the Province making its determination as to whether the results are satisfactory. It is understood that the LMAA has no veto authority.

6.3 Performance Standard

6.3.1 The sewage systems must meet a performance standard of no more than 0.3 mg/e total phosphorus in 80% of the samples from all of the monitoring wells.

6.4 Securities for Monitoring

6.4.1 Monitoring will be implemented through the Owner. The Owner or individual new lot owner will post with the Town of Northeastern Manitoulin and the Islands, a bond or other security of \$36,000 (that is, equal to the cost of the monitoring for three years on all lots), or \$6,000 per lot (or such lesser amount as the Ministry and the applicant agree) and in the event the Applicant or new land owner fails to carry out the monitoring in a satisfactory manner, the Town, after consultation with the Ministry of the Environment and Climate Change, may call on the bond or other security to carry out the monitoring.

7.0 STREET LIGHTING AND UTILITIES

7.1.1 The Owner agrees to install street lighting as provided for in Schedule "B" in accordance with the specifications set out in Schedule "I" attached hereto and forming part of this Agreement.

7.1.2 The Owner or successors in title shall arrange with Hydro One and the local cable, gas and telephone companies for the installation of services to the subdivision and for the provision of required easements with respect to such installations.

- 7.1.3 The Owner or successors in title shall pay any costs involved in installing or relocating any services, including hydro, cable, gas and telephone required by the construction of the works in the subdivision.

8.0 ACCEPTANCE OF WORKS

- 8.1.1 Before applying for final acceptance of any of the works or any part thereof, the Owner shall supply the Town with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks for accounts the Owner has paid to contractors, suppliers, etc., and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.
- 8.1.2 The performance by the Owner for its obligations under this Agreement; to the satisfaction of the Town, shall be a condition precedent to the acceptance of the said works by the Town.
- 8.1.3 When the Town is satisfied that the works set out in this Agreement or any part thereof and any other works which may have been required have been executed in accordance with this Agreement and Town standards, specifications and requirements, and is also satisfied that all Town accounts have been paid and maintenance requirements met.
- 8.1.4 Upon the acceptance resolution being passed by Council, Ownership of the works shall vest in the Town and the Owner shall have no claim or rights thereto, other than those accruing to it as Owner of the land abutting on streets on which the works were installed.
- 8.1.5 The Owner covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, or will it remove any fill from, any public lands, without the written consent of the Town.
- 8.1.6 The Owner agrees to maintain vacant lots which are in its Ownership to a condition acceptable to the Town. Lots which are or become unsightly to the public shall be cleaned up by the Owner; otherwise the Town may take such steps necessary to restore the lots using the security provided in this Agreement.

9.0 BUILDING AND ZONING REQUIREMENTS

9.1 BUILDING PERMITS

- 9.1.1 Building permits may be issued subject to other requirements of the Town to construct on lots within the subdivision when:
- (i) The Town has received confirmation that the drainage system has been approved;
 - (ii) The Plan of Subdivision has been registered;
 - (iii) The rough lot grading is complete and certified;
 - (iv) The private road has been constructed and is satisfactory to the Town.

9.2 OCCUPANCY

- 9.2.1 The owner shall be allowed to build up to three homes with temporary permits but shall not convey such lot or allow such building to be occupied until the private road has been constructed to the satisfaction of the Town.

9.3 ZONING AND BUILDING RESTRICTIONS

- 9.3.1 The Town shall regulate, by by-law, the zoning of the building standards within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply, at all times, including during construction, with relevant zoning and building by-laws, as well as the Ontario Building Code. Nothing herein shall be deemed to prevent the Owner from making objection to the Council of the Town or the Ontario Municipal Board with respect to any proposed zoning by-law.
- 9.3.2 The Owner hereby agrees that this Agreement shall be registered on title to the lots contained in the plan of subdivision at the expense of the Owner.
- 9.3.3 The Owner hereby agrees to implement the Water Quality and Fish Habitat Assessment completed by Michalski Nielsen Associates (MNA) April, 2011, with addendum February 2013, including, but not limited to the following requirements:
- a. All primary building structures shall be set back a minimum of 30 metres from the recognized high water mark of Lake Manitou;
 - b. The 30 metre shoreline buffer shall be maintained in its natural state with restrictions that prohibit disturbance, except for a 2.0 metre wide pathway to provide access to the shoreline, safety (i.e. the removal of dead trees or trees of poor health), and provision of views (i.e., minimal limbing);

9.4 Site Development Plans

- 9.4.1 The Owner agrees that Site Development Plans will be submitted for each of the lots in Phase 1.

9.5 SUBDIVIDING LOTS

- 9.5.1 The Owner covenants and agrees that it shall not subdivide any lot on the plan of subdivision except with the approval of the Council of the Town.

10.0 FINANCIAL AND LEGAL REQUIREMENTS

10.1 Financial Requirements

- 10.1.1 The Owner shall pay to the Town all fees and shall deposit with the Town a sufficient sum in cash to meet the financial requirements of this Agreement as set out in Schedule "D" attached hereto and forming part of this Agreement.

- 10.1.2 If the Owner provides cash or equivalent, the Town shall place the deposit in an interest bearing account and interest shall accrue to the Owner.
- 10.1.3 The Owner shall provide engineering supervision and administration for all work. The Town shall provide such additional engineering review and inspection, as deemed necessary, and the costs of such review and inspection shall be paid for by the Owner. The Owner shall reimburse the Town for reasonable costs incurred by the Town staff in inspection, review, etc. throughout the construction of this development.
- 10.1.4 Upon final approval of the work by the Town, in writing, the Owner shall be entitled to have released, by the Town to the Owner, all cash, principal and interest being held by the Town under this Agreement.
- 10.1.5 The Owner agrees that the Town may enforce, as the Owner's attorney, any Performance Bond given by any contractor to the Owner under any Agreement with such contractor for the construction of any works provided that this shall not constitute an assignment of such Performance Bond. Where the Town deems that there has been default by such contractor, the Town shall notify the Owner and the Owner shall proceed to enforce its bond within FOURTEEN (14) days or within such further time as the Town may allow, failing which the Town may proceed to enforce such bond as the Owner's attorney and at the Owner's expense.

10.2 LAND DEDICATIONS AND EASEMENTS

- 10.2.1 At no cost to the Town, the Owner shall obtain and grant unto the Town the easements and lands described in Schedule "H" attached hereto and forming part of this Agreement and any other drainage easements which may be required. The deeds for lands and easements shall be delivered to the Town solicitor by the Owner immediately following registration of the plan. The cost of the registration shall be paid by the Owner. The Town shall cooperate with the Owner in acquiring easements outside the subdivision.

10.3 INSURANCE

- 10.3.1 The Owner shall lodge with the Town forthwith, upon execution of this Agreement, an insurance policy with an insurance company satisfactory to the Town to ensure for the joint benefit of the Owner and the Town against any liability that may arise out of the construction or installation or maintenance of any work to be performed pursuant to this Agreement to extend until the private road has been constructed to the satisfaction of the Town. The policy shall carry limited liability in an amount to be specified by the Town but may not be less than TWO MILLION DOLLARS (\$2,000,000.00), inclusive, of public liability and property damage, and shall include the name of the Town. The policy must contain a completed operations clause, and all premiums on such policies of insurance shall be in full force and effect. If blasting is carried out, the Owner shall take out blasting insurance or have the contractor provide such insurance which shall be satisfactory to the Town.

10.4 USE OF WORKS

- 10.4.1 The Owner agrees that the works referred to herein may be used by the Town for the purpose for which

such works are designed and such use shall not be deemed an acceptance of the works by the Town nor shall such use in any way relieve the Owner of its obligations with respect to the construction and maintenance of such works.

- 10.4.2 The Owner hereby grants the Town, its employees or agents, the right and licence to enter the lands at any time or from time to time for the purpose of making emergency repairs to any of the said works. Such entry and repair shall not be deemed an acceptance of any of the works by the Town nor an assumption by the Town of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement.

10.5 INTEREST

- 10.5.1 Interest shall be paid at the current fixed rate, as set from time to time, and shall be payable by the Owner to the Town on all sums of money payable to the Town herein which are not paid and received on the due date calculated from such due date.

10.6 INDEMNITY

- 10.6.1 The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or indirectly by reason of the development of the plan of subdivision herein and the construction and maintenance or the improper or inadequate construction and/or maintenance of the works.
- 10.6.2 The Owner agrees that it will hold back from its payment to any contractors who may construct the works, such sums as are provided in accordance with the Construction Lien Act and shall otherwise indemnify the Town against any claims, actions or demands for construction liens or otherwise in connection with the works, and all costs in connection therewith and on the demand of the Town shall forthwith take such steps to immediately discharge all liens upon the works.
- 10.6.3 This Agreement shall be submitted by the Owner for Registration by the Land Registrar of Ontario, contemporaneous with the submission of the plan of subdivision for registration. In the event that the plan of subdivision has not been registered within ONE (1) year from the date of this Agreement, the Town may, at its option, on ONE (1) month's notice to the Owner, declare this Agreement to be null and void.

10.7 NOTICES

- 10.7.1 Any notices required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the post office.

10.8 SUBSEQUENT PARTIES

- 10.8.1 This Agreement shall run with the land, or any portion thereof, described herein; shall be registered against all of the property or properties described herein, and shall be binding upon all subsequent owners of any part or parts of the said property or properties as if they were original signatories to this Agreement between themselves and the Town. The most recent owner of any land the subject of this Agreement shall bear primary responsibility for compliance with all applicable aspects of this Agreement, provided nothing herein shall prevent the Town from releasing any owner or any property from any part or all of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED In the presence of) THE CORPORATION OF THE
) TOWN OF NORTHEASTERN MANITOULIN AND THE
 ISLANDS
)
)
) _____
) Mayor
)
)
) _____
) Clerk
) Davis & McLay Developments Limited,
)
)  (CS)
) Douglas Robert McLay President
 I have the authority to bind the Corporation.



SCHEDULE "A"

Description of Lands to Which this Agreement Applies

The Plan of Subdivision for Davis & McLay Developments Limited, prepared by Keatley Surveying Ltd., dated October 14, 2021 on part of Lot 14, Concession 8, and part of Lots 14 & 15, Concession 7 Township of Bidwell (Registered Plan No. 13), Municipality of the Town of Northeastern Manitoulin & the Islands, District of Manitoulin as shown on Schedule "G" of this Agreement.

SCHEDULE "B"

Works to be Provided by the Owner

1. PRIVATE ROAD
2. STORM DRAINAGE
3. ENHANCED SEWAGE TECHNOLOGIES
4. STREET LIGHTING AND UTILITY SERVICE

As set out in Schedule "I".

5. STREET SIGNS

Reflectorized aluminum street signs on square perforated steel/galvanized posts shall be installed at the location specified by the Town at the expense of the Owner.

6. ROUGH LOT GRADING

Rough lot grading shall be completed for all lots prior to acceptance of the works by the Town and the release of all security. Such grading may be completed in stages if approved by the Town. Nothing contained herein shall prevent the owner from stockpiling clean fill and/or topsoil on any lot so long as such storage does not interfere in any way with the drainage of water within the Subdivision.

NOTE: As constructed drawings of all installations shall be given to the Town (three copies) complete with types and fittings including all streetlight makes, etc. before assumption by the Town.

SCHEDULE "C"

Estimated Cost of Work

Street Light: installation of a 60 watt LED street light with a 10 foot arm and wiring at the corner of Red Lodge Road and Green Bay Shores Private Drive	\$4,000
--	---------

SCHEDULE "D"

Financial Requirements

Prior to the signing of this Agreement, the Developer shall pay to the Town the following deposit(s) and fee(s):

1. **PERFORMANCE BOND/ DEPOSIT FOR ENHANCED SEWAGE TECHNOLOGY MONITORING/Street Light**

In lieu of securities for the private road, the Town will place a Holding symbol on the lands for Phase 2 that will be lifted once the road is completed to a standard acceptable to the Town.

Cash security of \$36,000, i.e. \$6,000 per lot, to carry out monitoring on the enhanced sewage technology will be paid by the Owner to the Town until the satisfactory completion of all monitoring as provided by this Agreement.

Cash security of \$4,000.00 for Street Light as provided in Schedule "C" above until satisfactory installation or otherwise agreed between the Owner and the Town

2. **INSPECTION FEE**

The Owner shall forthwith upon demand, pay Town Engineering Review and Inspection fees as may be incurred and as set out in this agreement.

The Owner shall reimburse the Town for all reasonable costs incurred by its staff for inspections, reviews, and administration of this development.

3. **FINALIZATION FEE**

The Owner shall pay the Town finalization fee of \$7,241 prior to registration.

SCHEDULE "E"

Design Criteria and Specifications

1. Roads

All roadways shall be constructed in accordance with the latest edition of the Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD's), or in accordance with the requirements of the Town and in accordance with the approved drawings.

The Owner and the Town confirm that the Road as constructed over Block 21 on the Plan of Subdivision Schedule "G" hereto, is in accordance with the requirements of the Town, and that construction of the Road by the Owner, over Block 22, as soon as may be reasonably undertaken by the Owner upon registration of the Plan of Subdivision and this Agreement, provided the Road is to a standard acceptable to the Town at such time, is satisfactory to the Town.

SCHEDULE "F"

Drainage and Lot Grading Plan

These restrictions shall run with and be binding upon the lands: The Owners, in respect to the herein described lands, shall maintain proper grades and levels thereon in accordance with the approved lot drainage pattern as submitted with individual building permit applications in order to ensure that no back yard, side yard, or front yard accumulation of storm water occurs on the land or neighbouring lands.

Future maintenance of drainage works, including SWM facilities, shall be completed by the Owner.

In the event that the Owners do not maintain the proper grades and levels herein referred to, or in the event that they impede any drained system or pattern on the herein described lands or neighbouring lands, they shall be responsible for the curing of any problems resulting thereto and costs arising out of same.

SCHEDULE "G"

Plan of Subdivision

(Insert plan of subdivision)

SCHEDULE "H"

Easements and Land Dedications

1. The Developer shall ensure that the Town receives a valid conveyance of the following lands:

At such time as Phase 2 is permitted to proceed, the Owner shall provide unfettered ownership of Lot 19 in Phase 2 free of all encumbrances to the Town for parkland dedication.

SCHEDULE "I"

Street Lighting and Utility Specifications

1. STREET LIGHTING

The Owner agrees to install ONE (1) LED Streetlight to be located at the intersection of Red Lodge Road and the Private road.

2. UTILITY SPECIFICATIONS

The Owner warrants that hydro service to part of Lot 14, Concession 8, and part of Lots 14 & 15, Concession 7 Township of Bidwell (Registered Plan No. 13), Municipality of the Town of Northeastern Manitoulin & the Islands, District of Manitoulin, being Part 8, Plan 31R-4170 has been constructed and installed, over Parts 1 and 2 Plan 31R-4170 being Parts 1, 2 and 3 Plan 31R-4187 and over Part 4, Plan 31R-4170; approved for operation by the appropriate utility authority; and is in operation. The Owner shall, forthwith, upon registration of the Plan of Subdivision and this Agreement proceed with the construction and installation of the hydro utility service line to service lots one to six, Phase 1, on the Plan of Subdivision and to do all things which may be required to obtain approval for operation and service to those lots. Upon approval of Phase 2, and the removal of the "H" designation and its replacement with suitable residential zoning for lots seven to nineteen, by the Town, the Owner shall, forthwith, proceed with the construction and installation of the hydro utility service line to service lots seven to nineteen, Phase 2, on the Plan of Subdivision and to do all things which may be required to obtain approval for operation and service to those lots and at that time, if possible, to convey the said hydro utility line to the appropriate hydro utility authority.

Wiring for public utilities, to be installed in the area of the plan of subdivision herein shall be installed in accordance with specifications approved by the Town and the applicable utility.

SCHEDULE "J"

Parkland Development Specifications

1. Upon approval of Phase 2, and the removal of the "H" designation and its replacement with suitable residential zoning for lots seven to nineteen, by the Town, the Owner shall, forthwith provide title to Lot 19 as shown on the Plan of Subdivision Schedule "G" hereto, to the Town for parkland dedication at no cost to the Town.
2. The Owner shall not remove or disturb any of the existing vegetation or topsoil on dedicated parkland unless such removal or disturbance forms part of the remedial work approved by the Town. If the Owner disturbs the parkland, it must be reinstated to the satisfaction of the Town.
3. The Owner shall not use the dedicated parkland for parking or storage of equipment and materials or vehicles, or for disposal of snow or any other material without prior written approval from the Town.

SCHEDULE "K"

Engineering Consultant/s)

The following Consultant(s) will be engaged by the Owner to provide the professional engineering services for the subdivision on the lands described under Schedule "A":

Enhanced Sewage Monitoring:

Darryl M. Robins Consulting Inc.
Darryl M. Robins, P.Eng., Civil – Environmental Engineer
4844 Highway 6
Miller Lake, ON N0H 1Z0
Drobins@dmrconsulting.ca
519-795-7094

Schedule "L"

Private Road Joint Use and Maintenance Agreement

The Private Road Joint Use and Maintenance Agreement contained herein shall be signed by each lot owner upon transfer of a lot and shall be binding upon all assigns and successors in title.

WHEREAS, Green Bay Shores Private Drive is a private road situated in the Town of Northeastern Manitoulin and the Islands, District of Manitoulin, Ontario, and

WHEREAS, the undersigned are the lot owners or users of the Roadway situated in the Town of Northeastern Manitoulin and the Islands, District of Manitoulin, Ontario, commonly known as Green Bay Shores Private Drive, and described as follows: part of Lot 14, Concession 8, and part of Lots 14 & 15, Concession 7 Township of Bidwell (Registered Plan No. 13), Municipality of the Town of Northeastern Manitoulin & the Islands, District of Manitoulin being Blocks 21 and 22 shown on the draft Plan of Subdivision on Schedule "G" of this Subdivision Agreement,

WHEREAS, the parties desire to enter into an Agreement regarding the use of and costs of maintenance and improvements to Green Bay Shores Private Drive; and

WHEREAS, it is agreed that future lot owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Rights-of-Way.** The Owner agrees that it will grant limited interest rights-of-ways as may be required for access to lots in the subdivision to be registered in favour of those lots free and clear of all encumbrances.
2. **Vehicle and Pedestrian Access Easement.** The parties hereto agree that Green Bay Shores Private Drive shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all lot owners and their occupants, agents, employees, guests, services and emergency vehicles.
3. **Utility Easement.** The parties hereto agree that Green Bay Shores Private Drive shall be subject to a perpetual non-exclusive easement for the purposes of supplying public utilities above and below ground and the installation and maintenance of those utilities shall not be the responsibility of the Town.
4. **Responsible Party.** The Owner shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards. The Owner shall hold an annual meeting where all costs and activities shall be shared with all of the lot owners. A vote of the lot owners is required to agree with the proposed works. The lot owners shall establish the voting requirements for this process.

5. **Costs.** Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rated basis between the lot owners sharing access to the above-mentioned road. Costs shall be approved by a majority vote of the lot owners. Each lot owner's share of costs incurred shall be an equal share amongst the 20 lots noted in this Agreement.
6. **Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each lot owner. Annually, on or before a date as specified by the Owner, each lot owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Owner shall send each lot owner a two week notice of the annual payments due.
7. **Bank Account.** The Owner shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected lot owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.
8. **Maintenance.** The parties hereto shall be responsible for the maintenance and repair of Green Bay Shores Private Drive and road improvements will be undertaken by the lot owners from time to time whenever necessary to maintain Green Bay Shores Private Drive in good condition at all times and to ensure the provision of safe access by vehicles and in particular, emergency vehicles.
9. A majority vote of lot owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, lot owners will be notified by the Owner, cost estimates will be provided, and a majority agreement will be required. If any lot owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, neither majority vote nor prior approval is necessary before making such improvements or undertaking such emergency repairs.
10. Should Green Bay Shores Private Drive fall into disrepair and/or be impassable to emergency service vehicles, the Town shall be released and relieved of all liability for failing to provide emergency services within the subdivision.
11. **Snow Plowing.** The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 5 above. Individual driveway snow plowing, if desired, will be invoiced to the lot owners directly by the snow plow contractor.
12. **Parking.** No machinery, trailers, vehicles, or other property may be stored or parked upon Green Bay Shores Private Drive except for the short term parking of vehicles and there shall be no overnight parking.
13. **Liability.** The Owner and its successors, assigns and transferees agree to indemnify and save harmless the Town and all other public bodies of all responsibility for the design and

maintenance of Green Bay Shores Private Drive, including the liability for any use of the road or any alleged failure to provide emergency services or any other public services.

14. The Owner, its successors, assigns and transferees further release the Town from all claims, demands and causes of action arising in any way from Green Bay Shores Private Drive including use, operation, repair, non-repair, disrepair, plowing, failure to plow, salting and sanding of Green Bay Shores Private Drive.
15. The construction, improvement and/or maintenance costs of Green Bay Shores Private Drive shall not be the responsibility of the Town.
16. **No Obligation to Assume.** The Town will not assume the Private Road unless it has been built to municipal standards, and notwithstanding its construction to an acceptable municipal standard, the Town is under no obligation to assume ownership and/or responsibility for the maintenance of the Private Road.
17. **Signage.** The Owner shall post signs that advise users that Green Bay Shores Private Drive is private and shall also post any signage for speed and warning signs as appropriate and make it clear that the road is not maintained by the Town and that the users of the road shall do so at their own risk.
18. **Future Lots.** Any additional parcels gaining access to the Private Road will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 5 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new lot owners must also sign the agreement.
19. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
20. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
21. **Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners. Such changes shall then be approved by the Town through an amendment to this subdivision agreement.
22. **Enforcement.** This Agreement may be enforced by a majority of lot owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable legal fees and costs, if the party prevails.
23. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

24. Notices. Lot owners under the Agreement shall be notified by mail or in person. If an address of a lot owner is not known, a certified notice will be mailed to the address to which the lot owner's property tax bills are sent.

25. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Signed,

<name>

<address>

<date>



6020 Highway 542, P.O. Box 187
Mindemoya, ON P0P 1S0
Tel: 705-377-5726
Fax: 705-377-5585
Email: centralm@amtelecom.net

January 20, 2023

Dear Mayor and Council,

For several years, the Municipality has been working with the Ministry of Environment, Conservation and Parks (MECP) to approve long term operational plans for the Providence Bay Waste Disposal site, including a design for 20 to 30 years of landfill capacity. Unfortunately, consensus could not be reached, so the Municipality of Central Manitoulin will transition the Providence Bay site, its last remaining operational landfill, to a transfer station by June 1, 2023 in order to comply with the terms and conditions of its most recent Environmental Compliance Approval A550702.

On receiving this notice from the MECP, the Municipality embarked on a long-term Waste Management Planning process, and determined that in the short-term, a temporary move to full export of waste to an external facility will be necessary while we work to implement alternative long term in-house solutions.

On behalf of our residents we have a duty to fully explore and exhaust any available options that may represent an opportunity for costs savings, and that would lower our collective GHG emissions as a Municipality. With this in mind, we are writing to the Mayor and Council of Northeastern Manitoulin and the Islands (NEMI), to gauge whether you might consider temporarily accepting Central Manitoulin's exported waste, or part thereof, at the NEMI waste disposal site.

If there is willingness to explore this further, we will prepare a more detailed proposal for consideration. In order to accept waste at your facility from our municipality, an application to amend your current ECA will likely be required. The Municipality of Central Manitoulin will take responsibility for administrative support, consultant fees, and any expenses associated with obtaining required MECP approvals.

This represents a potential revenue stream for your Municipality via tipping fees to be negotiated based on volume or weight of material deposited at the site and we are open to negotiating other terms to increase any potential benefits to your community. We would also be open to negotiating which of our waste streams you would accept. For example, we run both commercial and residential curbside pick-up, as well as accepting waste at our depot from residential and commercial entities. Perhaps NEMI would be willing to accept residential curbside pick-up only, and not depot waste or vice versa. This may still assist us greatly to control costs and minimize emissions.

Additionally, we can offer the following assurances:

~ AT THE HEART OF IT ALL ~

- We will be immediately implementing waste diversion strategies starting in 2023, and will continue to grow these programs in the coming years. We will be doing everything we can to minimize the amount of waste requiring export.
- We will be expanding out very successful FoodCycler at-home composting alternative program in 2023 to ensure more households have these units. A FoodCycler is an indoor counter-top machine, which grinds and dehydrates organic material to speed up the natural decomposition process. The units produce a dry, odourless, nutrient-dense by-product that is free from bacteria, and food-borne pathogens. The by-product can be used in a variety of ways. Each unit diverts an estimated 0.4 tonnes per household per year from landfill.
- Our Waste Management Plan recommends that we implement Mattress recycling events. These events will divert mattresses from the landfill.
- We will be opening a small re-use centre at the Providence Bay site to divert re-usable items from the waste stream back into the community.
- We are actively prioritizing implementation of longer-term solutions starting immediately. The Waste Management Plan recommends that in the long term we work toward opening a new landfill site in the municipality with a 25-year life span, as well as continue to pursue a proposal for an Alternative Recycling (thermal treatment) technology which is currently a matter before Council.

Temporarily exporting waste to an island municipality versus taking waste off-island represents a potential opportunity to achieve both a lower cost per household as well as lowering the GHG impact from hauling waste further afield. We currently have an annual tonnage of approximately 1870 tonnes going to landfill. We intend to reduce this tonnage as much as possible through diversion strategies.

We thank you sincerely for your time and consideration on this matter. If you could provide a response in writing, or via motion, to confirm willingness, or lack thereof, to enter further discussions with us on this item, that would be appreciated. We are happy to provide further details, and at your direction, we can prepare a more detailed proposal for consideration if you are open to further discussion.

Sincerely,



Denise Deforge

CAO/Clerk

Municipality of Central Manitoulin

centrilm@amtelecom.net | Phone: 1-705-377-5726 | www.centralmanitoulin.ca



Little Current Lions Club

Little Current, ON P.O. Box 205 P0P 1K0



January 16, 2023

Dear Mayor and Council:

The Little Current Lions Club is pleased to announce the return of the Winterfest Hockey Tournament on February 3, 4 and 5 at the Northeastern Manitoulin and the Islands Recreation Centre.

Other community groups are also on board to add a selection of great community events to the weekend. On top of the Sportsmen, Women and Oldtimers division games, the weekend will also include a dance on Saturday night, children's games, pancake breakfasts, ice sculpture contest, 'learn to curl event' and much more.

To make this happen, we are asking for your help. The cost of running such an event is expensive and covering the cost of ice time for an entire weekend can be a stretch. The more money we make at the end of the day means more money for the good of the community.

The Lions are asking council for a donation toward the cost of ice time. We are sure the weekend will be a major success and will help to bring business to Little Current.

Thank you once again, mayor and council, for your generous support of the Little Current Lions Club. Your help helps us make a difference in this community.

Sincerely,

Lion Alicia McCutcheon
Little Current Lions Club Winterfest co-chair

Request to become members of the Community Services Advisory Committee

Allison Brewer

Jill Ferguson

LITTLE CURRENT BUSINESS IMPROVEMENT AREA

Little Current ...Port of the North Channel

Mayor Al MacNevin and Council
Town of Northeastern Manitoulin and the Islands
Little Current, ON P0P 1K0

Re: Rural and Northern Immigration Pilot program status for Manitoulin District

Dear Mayor MacNevin and Council:

It has come to the attention of the executive of the Little Current BIA that, while there is a preferred path for Canadian residency for current Ukrainian refugees, specifically under the terms of the federal Rural and Northern Immigration Pilot, the terms of this program allow only specific communities across the country to make recommendations for permanent Canadian residency.

Manitoulin Island is hosting many refugee families from the Ukraine, largely due to the efforts of Vera Kuminor, herself a former Ukrainian national, who operates a business in Providence Bay.

In Little Current, we have recently seen the entrepreneurial spirit of these new members of our community at work as the former Island Jar building has been repurposed as the Bear Restaurant, with Chef Art at the helm, one of the individuals who has left his native Ukraine and is now living in Little Current with his family.

The industry of these new arrivals is being demonstrated across Manitoulin Island.

Many of them wish to remain here and eventually seek Canadian citizenship.

The terms of the Rural and Northern Immigration Pilot, which would be their initial step, require applicants to have "Recommendations" from participating communities.

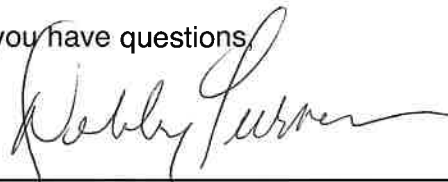
The closest to us is Sudbury. Sault Ste. Marie is another as is Thunder Bay and close reading of Sudbury's terms reveals an assumption that the applicant is residing there.

Manitoulin, our workforce and profession, will benefit if many of these people who wish to remain in Canada also remain here.

The Little Current BIA is requesting that Mayor and Council of our community work with federal authorities to have Manitoulin District added to the list of participating communities able to recommend permanent residency for qualified applicants.

There are deadlines in place for the program so we feel this should be addressed with some urgency as we do not want to lose the talent and enthusiasm of people who may wish to make Little Current, or another Island community, their permanent new home.

Please contact me if you have questions.
Yours truly
Debby Turner, chair,
Little Current BIA



P.O Box 126 Little Current, Ontario P0P 1K0

January 25, 2023

Hon. Steven Lecce, Minister of Education
MPP Bob Bailey, Sarnia-Lambton
County of Lambton
Municipalities of Lambton County and Ontario

Via email

During the December 12, 2022, regular meeting of council, the following resolution was passed:

Moved: Bill Clark Seconded: Debb Pitel

WHEREAS in the Province of Ontario, municipalities are responsible to conduct the election process on behalf of the school boards; and

WHEREAS an extensive amount of resources, time and management to advertise, co-ordinate and complete these trustee elections is placed on the municipality; and

WHEREAS municipalities do not receive any compensation or re-imbursement for use of orchestration of the school board trustee elections.

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Petrolia request that staff forward this motion to the Hon. Steven Lecce, Minister of Education, MPP Bob Bailey, Ontario Municipal Councils and the County of Lambton requesting that school boards become responsible for conducting their own trustee elections or at minimum municipalities be compensated by the school boards for overseeing such trustee elections;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

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

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



MINUTES
COMMUNITY POLICING ADVISORY COMMITTEE MEETING
Wednesday 11 January 2023
MANITOULIN O.P.P. DETACHMENT LITTLE CURRENT, ONTARIO
7:00 P.M.

PRESENT: Insp. Megan MORIARITY - OPP
Al BOYD - NEMI
Jack GOULD – Gordon / Barrie Island
Bryan BARKER– Billings
Kelly CHAYTOR – Gore Bay
Frank KLODNICKI – Assiginack
Steven WOOD – Tehkummah
David DEEG - Burpee/Mills
Steve SHAFFER – Central Manitoulin

REGRETS: David DEEG – Burpee/Mills Twp advised he is filling in for Kim Middleton who could not make the meeting this evening.

GUEST: Perry CHATWELL – Tehkummah Council

PUBLIC: Tom SASVARI – Manitoulin Expositor

Minutes Taken by Allan Boyd - NEMI

CALL MEETING TO ORDER

Al BOYD, chairperson called the meeting to order at 7:02 p.m. He thanked everyone for attending the meeting due to the inclement weather. He welcomed all the members of CPAC to a new term and a special welcome to the new councilors sitting on the committee. Al BOYD advised he would take the minutes for this meeting.

ADOPTION OF AGENDA

Al BOYD asked if there were any changes to the agenda or additions for this meeting. Steve SHAFFER asked that an addition of the OPP Detachment Tour be added and recorded on the agenda, and it was placed at item line 5.3. Al BOYD asked for a motion to accept the changes to the agenda as circulated.

Moved by Kelly CHAYTOR and seconded by Steven SHAFFER that the agenda be adopted.

CARRIED.

ADOPTION OF MINUTES

Al BOYD asked if everyone received the minutes of the last meeting 11 May 22 and if there are any additions, corrections, or changes. Hearing nothing further Al BOYD asked for motion to move the minutes.

Moved by AL BOYD and seconded by Bryan BARKER that the agenda be adopted.

CARRIED.

BUSINESS ARISING FROM LAST MEETING

INTRODUCTIONS:

Al BOYD started the meeting by welcoming all members to the first meeting of the new term. Al BOYD explained the process of CPAC meetings every second month with the summer months skipped. With Covid 19 we meet over Zoom, however face to face now and it was suggested that we have it at the OPP detachment so new members could have a tour of the Detachment. Al thanked Insp MORIARITY for hosting the meeting and looked forward to the continued excellent relation with the OPP and CPAC, Tom SASVARI Manitoulin Expositor, and Councilor Perry CHATWELL from Tehkummah Twp were acknowledged and welcomed to the meeting.

Each Councilor introduced themselves around the table including Inspector MORIARITY.

BUSSINESS ARISING

ELECTION OF CPAC COMMITTEE POSISTIONS

CHAIR

Al BOYD explained to the new committee as past chair of CPAC it is important to have a chair to oversee the meetings and act as a liaison with the OPP. Duties include keeping members aware of meetings and preparing the agenda.

Al BOYD opened the floor and asked for nominations for the position of Chair. Steven WOOD put motion forward that he nominate Al BOYD to the position of Chair. Bryan BARKER seconded the motion. Another call was made and not hearing any other nominations coming forward it was voted that Al BOYD take the role as chair. The motion was carried.

DEPUTY CHAIR

Steve SHAFFER suggested that the position of Deputy Chair be elected should the chair not be able to perform duties. It was all agreed as an excellent idea and Bryan BARKER advised she would like the role. Hearing nothing further, the vote was all in favor of Bryan BARKER as Deputy Chair motion was carried.

SECRETARY

The duties of the Secretary were explained in recording the minutes. Al BOYD asked for nominations and Councilor Kelly CHAYTOR advised she would be pleased to take the role.

Hearing no other nominations, a vote was taken that Kelly CHAYTOR take the position of Secretary. The motion was carried.

Al Boyd thanked all and looked forward to working with the new executive and committee.

NEW BUSINESS

OPP DETACHMENT COMMANDER'S COMMENTS

Inspector MORIARITY welcomed all the members back to CPAC including the new members that joined the committee. Explanation on the Police Reports called RMS was explained. Reports were handed out to each municipality, and she asked if there were any questions in relation to the RMS reports sent to each municipality. There was no response.

The inspector advised that that the Police Service Delivery model was being updated and has been used to increase staffing levels. This is used in schedules of staffing for peak times and locations on the island and the north shore Espanola area. They are studying it and it will be completed in a 3-year period.

Steve SHAFFER asked if mental health issues have been studied and used in the model. The inspector explained that a grant was obtained with Health Sciences North in obtaining mental health workers working closely with police and responding to calls with officers. With additional grant monies the program has grown to 3 mental health workers for the detachment. These workers have been doing follow-up with families and building relationships between the police and the clients. Very successful program.

Al BOYD mentioned on the relationship with Victim Services and the new program called Project Lifesaver from donations from the municipalities and how it was being implanted and that Victim Services is looking after the administration portion of the program and the relationship with the police is excellent.

2 new officers have been appointed as Community Services Officers John Hill and Jessica Gilbertson Have been appointed since the opening of the pandemic.

The Inspector advised they are concentrating on safety messaging on the dangers of going on the ice as we have had very mild weather.

Perry CHATWELL asked about commercial vehicles inspections and the Inspector replied that they do work closely with MTO Officers mostly concentrating on the Hwy 17 area on the North shore but also on Manitoulin.

ROUND TABLE

Steve SHAFFER – Central Manitoulin – Nothing major to report quiet winter so far and did explain the use of radar sign is very beneficial in determining trouble speeding spots in his municipality.

Kelly CHAYTOR - Gore Bay – Kelly asked the Inspector for the results of the OPP Radar sign that was set up on Meredith Street in Gore Bay. The results they got were for Meredith Street in Little Current. The inspector advised she would investigate that. Kelly also asked for anyway to get traffic stats along with the RMS. Inspector explained the process is a bit more difficult but could check for island wide specific concerns.

Jack GOULD – Gordon/Barrie Island – Nothing to report all quiet.

Frank KLODNICKI – Assiginack – He advised mostly quiet, however a concern on Cardwell Street with people not stopping at the 4 way stop sign. The inspector would notify her officers of that.

Bryan BARKER – Billings – Wanted to thank SGT. Mike PATTERSON for all his efforts using the mobile radar sign in their community and is still awaiting the results of the findings and to get back to him.

Thanked the OPP during last year no issues.

David DEEG – Burpee/Mills – David advised he is in attendance for Kim Middleton who will be the rep for CPAC. She is recovering from a broken leg thus his attendance nothing else to report. All quiet.

Steven Wood - Tehkummah – All quite nothing to report.

AL BOYD – NEMI - Nothing to report all quiet. NEMI looking at signage on draper street adjacent to Little Current Public School re complaint of speeders. Looking at options from the road flexible pylons to speed bumps. OPP is aware of issues.

The inspector advised that they have new bicycle equipment and will have bicycle patrols this summer.

MEETING AJOURNED

Meeting was adjourned at 8:34 pm

Moved by Steve SHAFFER and Bryan BARKER
Carried

Tour of OPP Detachment by Inspector MORIARITY for members that wished to take tour.

DATE and TIME OF NEXT MEETING.

Wednesday March 08, 2023 – 7 p.m., Central Manitoulin Council Chambers Mindemoya to be confirmed.

COMMUNITY POLICING ADVISORY COMMITTEE

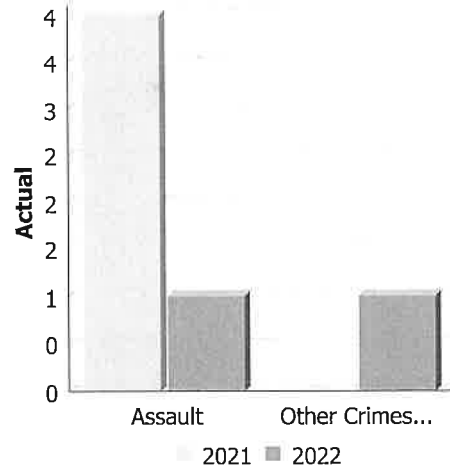
REPRESENTATIVES 2023

Name	Mailing Address	Email	Phone #
Frank Klodnicki Assiginack TWP	98 Michaels Bay Road Manitowaning, ON POP 1N0	fklodnicki@gmail.com	705-716-0709
Allan Boyd NEMI	27 Red Mill Rd. P.O. Box 208 Little Current, ON POP 1K0	aboyd@townofnemi.on.ca	705-368-2779 (H) (705)-869-8284 (C)
Jack Bould Gordon/Barrie Island	225 Emery Road Gore Bay, ON POP 1H0	jbould@gordonbarrieisland.ca jack.bould@sympatico.ca	705-282-8441
Kelly Chaytor Town of Gore Bay	P.O. Box 500 Gore Bay, ON POP 1H0	k.chaytor@live.com	705-348-0110
Kim Middleton Burpee/Mills Twp	8 Bailey Road, Evansville, ON POP1E0	ediewood@vianet.ca	519-270-1301
Steven Wood Tehkummah	8 Smeltzers Road, Tehkummah Twp ON POP 2C0	swood@tehkummah.ca	705-348-1535
Steven Shaffer Central Manitoulin	P.O. Box 8 Mindemoya, ON POP 1S0	steven.shaffer1959@gmail.com	705-377-5250 Or 705-261-0648
Bryan Barker Billings Twp	985C Lakeshore Rd. Kagawong, ON POP 1S0	bbarker@billingstwo.ca	905-512-0336

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
May - 2022

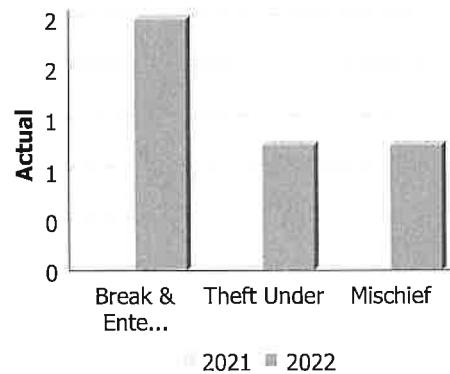
Violent Crime

Actual	May			Year to Date - May		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	0	0	--	0	0	--
Assault	4	1	-75.0%	9	5	-44.4%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	0	0	--
Other Crimes Against a Person	0	1	--	1	3	200.0%
Total	4	2	-50.0%	10	8	-20.0%



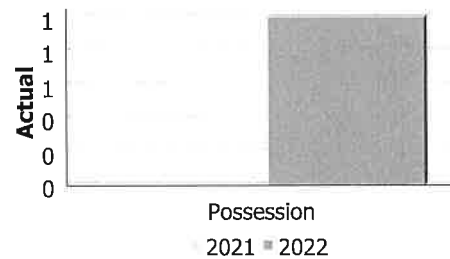
Property Crime

Actual	May			Year to Date - May		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	2	--	0	3	--
Theft Over	0	0	--	1	0	-100.0%
Theft Under	0	1	--	5	4	-20.0%
Have Stolen Goods	0	0	--	0	1	--
Fraud	0	0	--	4	4	0.0%
Mischief	0	1	--	3	2	-33.3%
Total	0	4	--	13	14	7.7%



Drug Crime

Actual	May			Year to Date - May		
	2021	2022	% Change	2021	2022	% Change
Possession	0	1	--	0	1	--
Trafficking	0	0	--	0	0	--
Importation and Production	0	0	--	0	0	--
Total	0	1	--	0	1	--

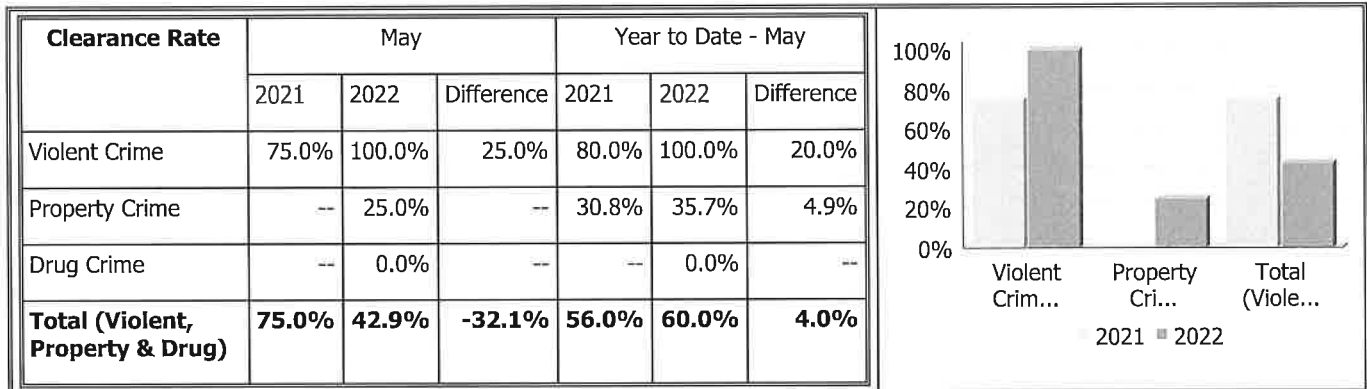


Clearance Rate

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17
Report Generated by: Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:36:47 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
May - 2022



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17

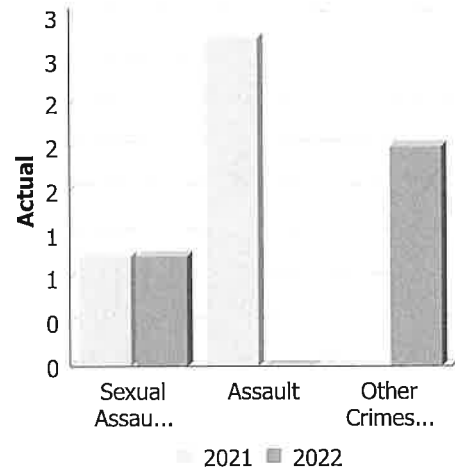
Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:36:47 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
June - 2022

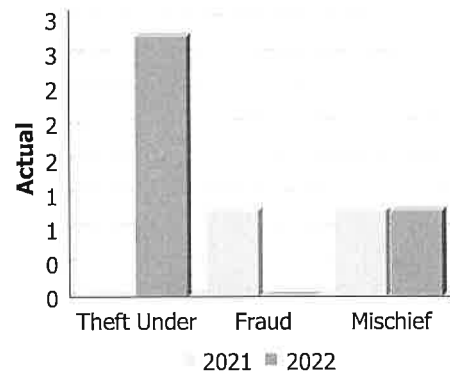
Violent Crime

Actual	June			Year to Date - June		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	1	1	0.0%	1	1	0.0%
Assault	3	0	-100.0%	12	5	-58.3%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	0	0	--
Other Crimes Against a Person	0	2	--	1	5	400.0%
Total	4	3	-25.0%	14	11	-21.4%



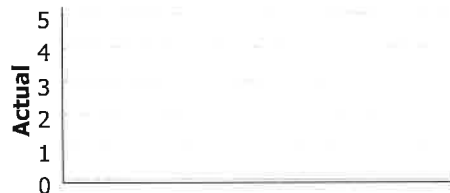
Property Crime

Actual	June			Year to Date - June		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	0	3	--
Theft Over	0	0	--	1	0	-100.0%
Theft Under	0	3	--	5	7	40.0%
Have Stolen Goods	0	0	--	0	1	--
Fraud	1	0	-100.0%	5	4	-20.0%
Mischief	1	1	0.0%	4	3	-25.0%
Total	2	4	100.0%	15	18	20.0%



Drug Crime

Actual	June			Year to Date - June		
	2021	2022	% Change	2021	2022	% Change
Possession	0	0	--	0	1	--
Trafficking	0	0	--	0	0	--
Importation and Production	0	0	--	0	0	--
Total	0	0	--	0	1	--



Clearance Rate

Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/09/17

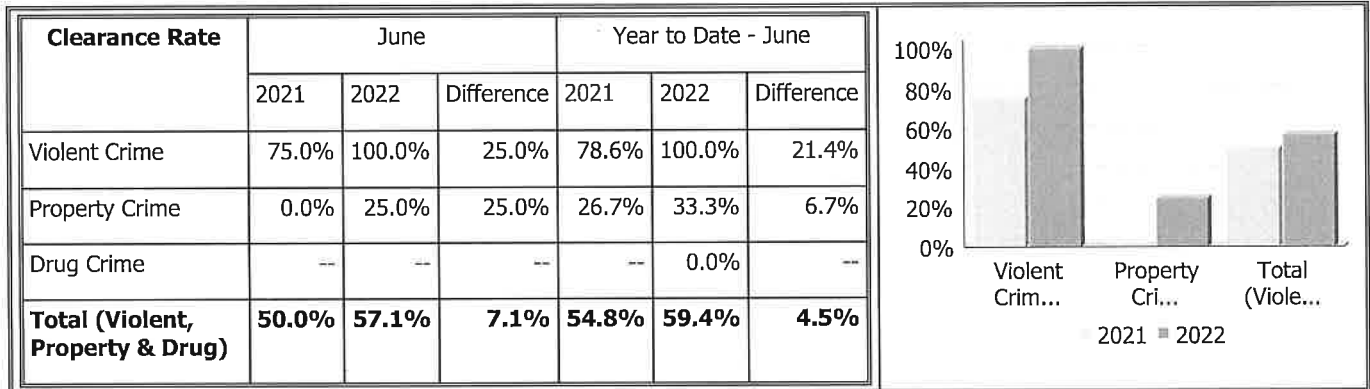
Report Generated by:

Ferguson, Carol A.

Report Generated on:

Sep 19, 2022 10:52:03 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
June - 2022



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17

Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:52:03 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
July - 2022

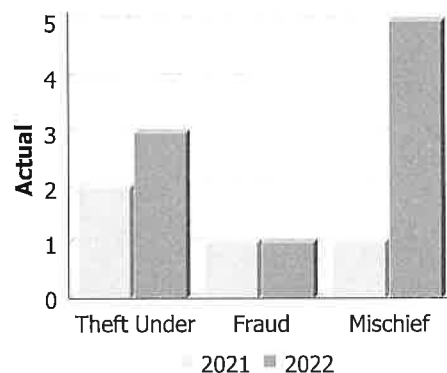
Violent Crime

Actual	July			Year to Date - July		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	1	0	-100.0%	2	1	-50.0%
Assault	2	2	0.0%	14	7	-50.0%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	0	0	--
Other Crimes Against a Person	0	0	--	1	5	400.0%
Total	3	2	-33.3%	17	13	-23.5%



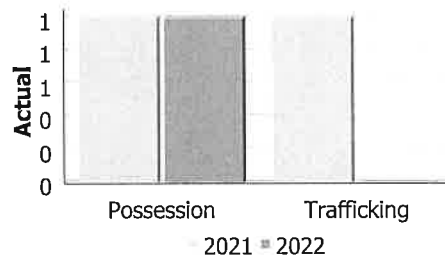
Property Crime

Actual	July			Year to Date - July		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	0	3	--
Theft Over	0	0	--	1	0	-100.0%
Theft Under	2	3	50.0%	7	10	42.9%
Have Stolen Goods	0	0	--	0	1	--
Fraud	1	1	0.0%	6	5	-16.7%
Mischief	1	5	400.0%	5	8	60.0%
Total	4	9	125.0%	19	27	42.1%



Drug Crime

Actual	July			Year to Date - July		
	2021	2022	% Change	2021	2022	% Change
Possession	1	1	0.0%	1	2	100.0%
Trafficking	1	0	-100.0%	1	0	-100.0%
Importation and Production	0	0	--	0	0	--
Total	2	1	-50.0%	2	2	0.0%



Clearance Rate

Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/09/17

Report Generated by:

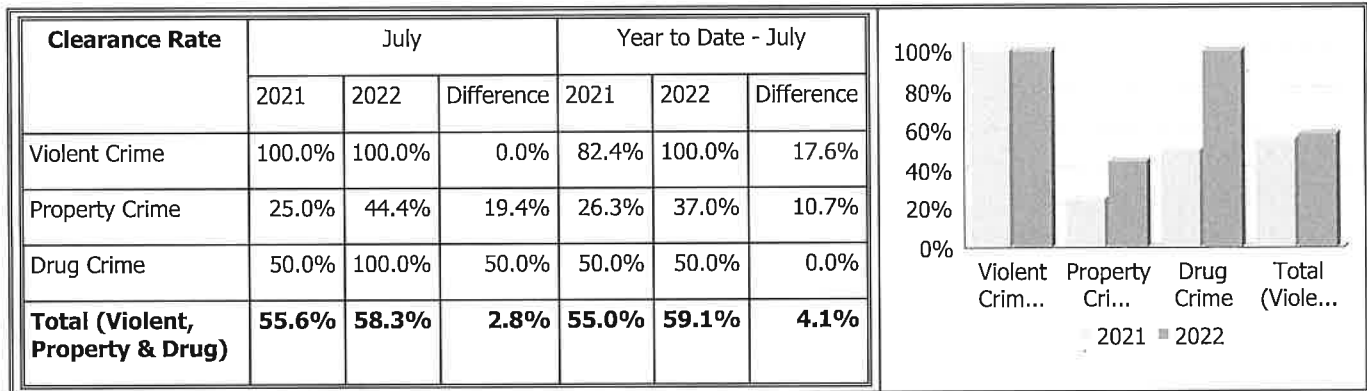
Ferguson, Carol A.

Report Generated on:

Sep 19, 2022 10:53:12 AM

PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
July - 2022



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17

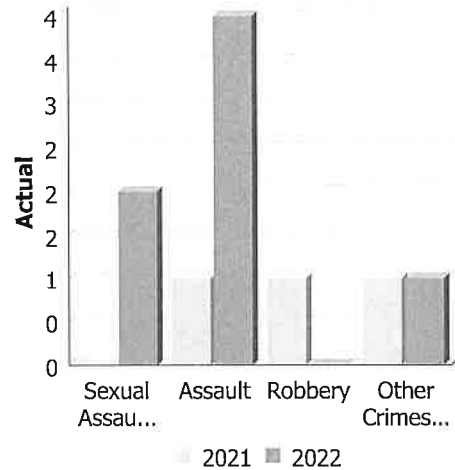
Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:53:12 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
August - 2022

Violent Crime

Actual	August			Year to Date - August		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	---	0	0	---
Other Offences Causing Death	0	0	---	0	0	---
Attempted Murder	0	0	---	0	0	---
Sexual Assault	0	2	---	2	3	50.0%
Assault	1	4	300.0%	15	11	-26.7%
Abduction	0	0	---	0	0	---
Robbery	1	0	-100.0%	1	0	-100.0%
Other Crimes Against a Person	1	1	0.0%	2	6	200.0%
Total	3	7	133.3%	20	20	0.0%



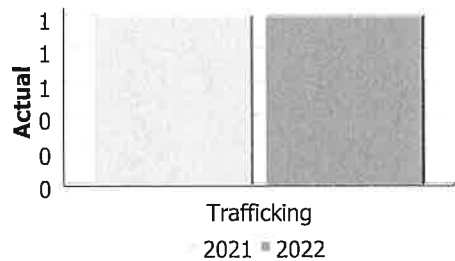
Property Crime

Actual	August			Year to Date - August		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	---	0	0	---
Break & Enter	0	0	---	0	3	---
Theft Over	1	1	0.0%	2	1	-50.0%
Theft Under	2	3	50.0%	9	13	44.4%
Have Stolen Goods	0	0	---	0	1	---
Fraud	1	0	-100.0%	7	5	-28.6%
Mischief	8	0	-100.0%	13	8	-38.5%
Total	12	4	-66.7%	31	31	0.0%



Drug Crime

Actual	August			Year to Date - August		
	2021	2022	% Change	2021	2022	% Change
Possession	0	0	---	1	2	100.0%
Trafficking	1	1	0.0%	2	1	-50.0%
Importation and Production	0	0	---	0	0	---
Total	1	1	0.0%	3	3	0.0%



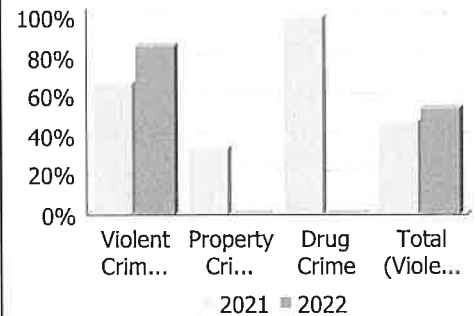
Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17
Report Generated by: Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:54:53 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
August - 2022

Clearance Rate

Clearance Rate	August			Year to Date - August		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	66.7%	85.7%	19.0%	80.0%	95.0%	15.0%
Property Crime	33.3%	0.0%	-33.3%	29.0%	32.3%	3.2%
Drug Crime	100.0%	0.0%	-100.0%	66.7%	33.3%	-33.3%
Total (Violent, Property & Drug)	47.1%	53.8%	6.8%	52.6%	57.9%	5.3%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/09/17

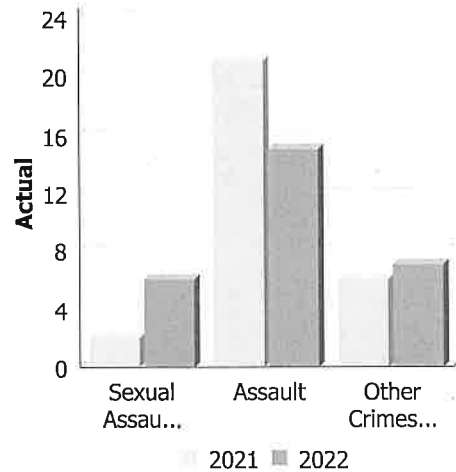
Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Sep 19, 2022 10:54:53 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
September - 2022

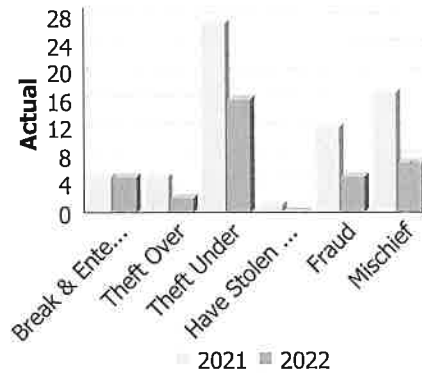
Violent Crime

Actual	September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	1	0	-100.0%
Sexual Assault	2	6	200.0%	20	25	25.0%
Assault	21	15	-28.6%	114	86	-24.6%
Abduction	0	0	--	1	1	0.0%
Robbery	0	0	--	8	0	-100.0%
Other Crimes Against a Person	6	7	16.7%	68	74	8.8%
Total	29	28	-3.4%	212	186	-12.3%



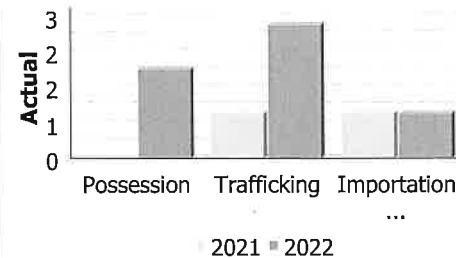
Property Crime

Actual	September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	1	0	-100.0%
Break & Enter	5	5	0.0%	45	52	15.6%
Theft Over	5	2	-60.0%	27	20	-25.9%
Theft Under	27	16	-40.7%	124	111	-10.5%
Have Stolen Goods	1	0	-100.0%	9	8	-11.1%
Fraud	12	5	-58.3%	80	70	-12.5%
Mischief	17	7	-58.8%	97	63	-35.1%
Total	67	35	-47.8%	383	324	-15.4%



Drug Crime

Actual	September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Possession	0	2	--	18	16	-11.1%
Trafficking	1	3	200.0%	25	33	32.0%
Importation and Production	1	1	0.0%	1	2	100.0%
Total	2	6	200.0%	44	51	15.9%



Detachment: 4H - MANITOULIN (Little Current)

Data source date:
2022/10/08

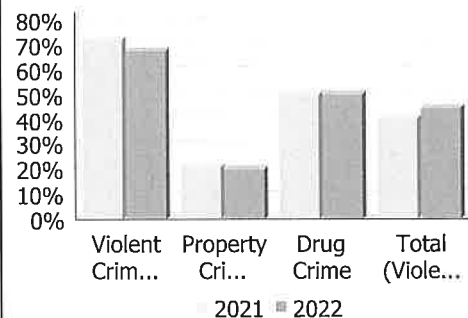
Report Generated by:
Ferguson, Carol A.

Report Generated on:
Oct 14, 2022 2:29:37 PM
PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
September - 2022

Clearance Rate

Clearance Rate	September			Year to Date - September		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	72.4%	67.9%	-4.6%	73.6%	69.9%	-3.7%
Property Crime	20.9%	20.0%	-0.9%	23.0%	21.6%	-1.4%
Drug Crime	50.0%	50.0%	0.0%	86.4%	74.5%	-11.8%
Total (Violent, Property & Drug)	40.4%	44.4%	4.1%	47.3%	45.1%	-2.2%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)

Data source date:
2022/10/08

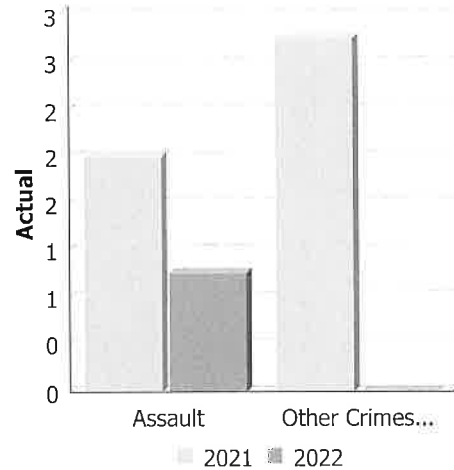
Report Generated by:
Ferguson, Carol A.

Report Generated on:
Oct 14, 2022 2:29:37 PM
PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
October - 2022

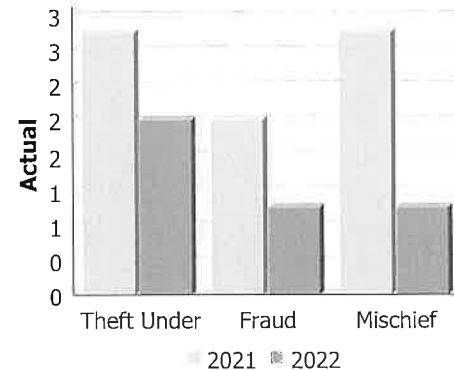
Violent Crime

Actual	October			Year to Date - October		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	0	0	--	2	4	100.0%
Assault	2	1	-50.0%	18	14	-22.2%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	1	0	-100.0%
Other Crimes Against a Person	3	0	-100.0%	7	8	14.3%
Total	5	1	-80.0%	28	26	-7.1%



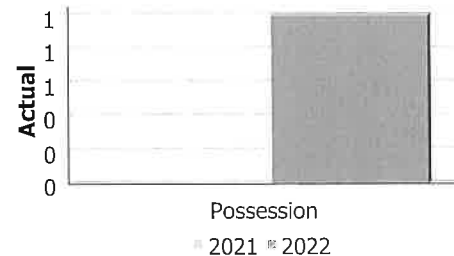
Property Crime

Actual	October			Year to Date - October		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	2	3	50.0%
Theft Over	0	0	--	3	1	-66.7%
Theft Under	3	2	-33.3%	15	20	33.3%
Have Stolen Goods	0	0	--	0	1	--
Fraud	2	1	-50.0%	12	7	-41.7%
Mischief	3	1	-66.7%	17	11	-35.3%
Total	8	4	-50.0%	49	43	-12.2%



Drug Crime

Actual	October			Year to Date - October		
	2021	2022	% Change	2021	2022	% Change
Possession	0	1	--	1	3	200.0%
Trafficking	0	0	--	2	1	-50.0%
Importation and Production	0	0	--	0	0	--
Total	0	1	--	3	4	33.3%



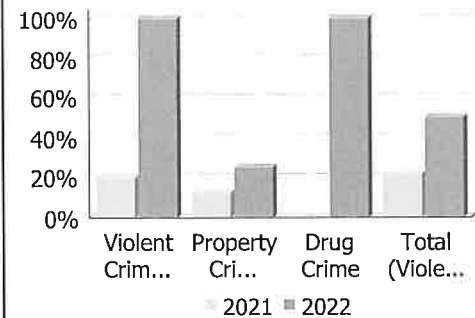
Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is
Data source date: 2022/11/12
Report Generated by: Ferguson, Carol A.

Report Generated on:
 Nov 15, 2022 8:32:40 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
October - 2022

Clearance Rate

Clearance Rate	October			Year to Date - October		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	20.0%	100.0%	80.0%	71.4%	84.6%	13.2%
Property Crime	12.5%	25.0%	12.5%	28.6%	32.6%	4.0%
Drug Crime	--	100.0%	--	66.7%	50.0%	-16.7%
Total (Violent, Property & Drug)	21.4%	50.0%	28.6%	48.2%	54.0%	5.7%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/11/12

Report Generated by:

Ferguson, Carol A.

Report Generated on:

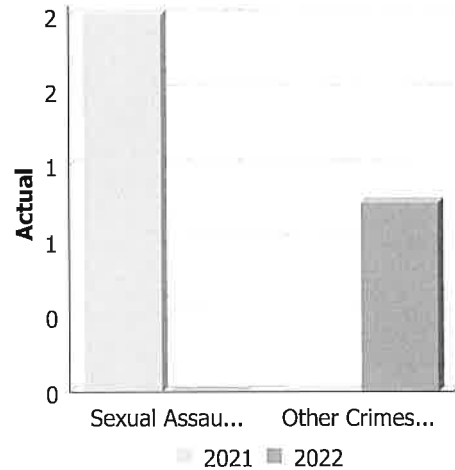
Nov 15, 2022 8:32:40 AM

PP-CSC-Operational Planning-4300

Police Services Board Report for Northeasterly Manitoulin and the Islands
Records Management System
November - 2022

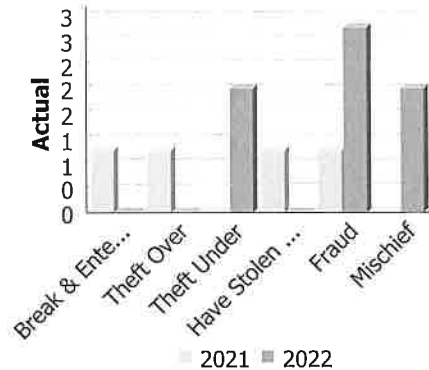
Violent Crime

Actual	November			Year to Date - November		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	2	0	-100.0%	4	4	0.0%
Assault	0	0	--	18	14	-22.2%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	1	0	-100.0%
Other Crimes Against a Person	0	1	--	7	9	28.6%
Total	2	1	-50.0%	30	27	-10.0%



Property Crime

Actual	November			Year to Date - November		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	1	0	-100.0%	3	3	0.0%
Theft Over	1	0	-100.0%	4	1	-75.0%
Theft Under	0	2	--	15	23	53.3%
Have Stolen Goods	1	0	-100.0%	1	1	0.0%
Fraud	1	3	200.0%	13	10	-23.1%
Mischief	0	2	--	17	13	-23.5%
Total	4	7	75.0%	53	51	-3.8%



Drug Crime

Actual	November			Year to Date - November		
	2021	2022	% Change	2021	2022	% Change
Possession	0	0	--	1	3	200.0%
Trafficking	0	0	--	2	1	-50.0%
Importation and Production	0	0	--	0	0	--
Total	0	0	--	3	4	33.3%



Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/12/03

Report Generated by:

Ferguson, Carol A.

Report Generated on:

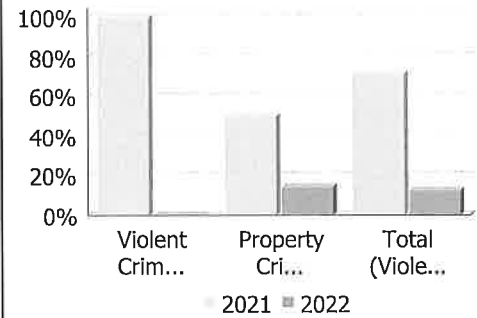
Dec 9, 2022 2:19:06 PM

PP-CSC-Operational Planning-4300

Police Services Board Report for Norhteastern Manitoulin and the Islands
Records Management System
November - 2022

Clearance Rate

Clearance Rate	November			Year to Date - November		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	100.0%	0.0%	-100.0%	73.3%	81.5%	8.2%
Property Crime	50.0%	14.3%	-35.7%	30.2%	29.4%	-0.8%
Drug Crime	--	--	--	66.7%	50.0%	-16.7%
Total (Violent, Property & Drug)	71.4%	12.5%	-58.9%	50.0%	49.4%	-0.6%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/12/03

Report Generated by:

Ferguson, Carol A.

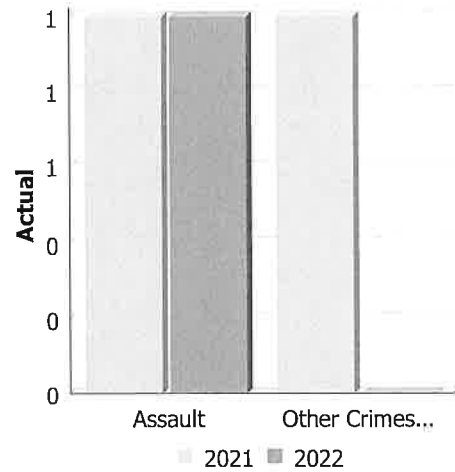
Report Generated on:

Dec 9, 2022 2:19:06 PM
PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
December - 2022

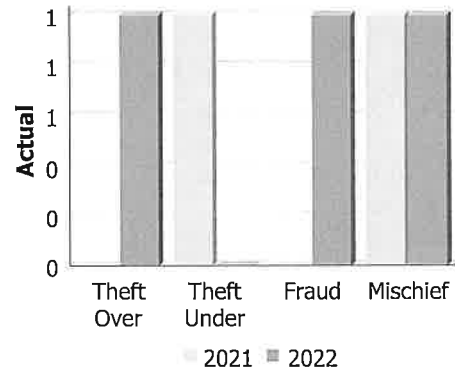
Violent Crime

Actual	December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	0	0	--	4	4	0.0%
Assault	1	1	0.0%	19	15	-21.1%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	2	0	-100.0%
Other Crimes Against a Person	1	0	-100.0%	8	10	25.0%
Total	2	1	-50.0%	33	29	-12.1%



Property Crime

Actual	December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	3	3	0.0%
Theft Over	0	1	--	4	2	-50.0%
Theft Under	1	0	-100.0%	16	23	43.8%
Have Stolen Goods	0	0	--	1	1	0.0%
Fraud	0	1	--	13	11	-15.4%
Mischief	1	1	0.0%	18	14	-22.2%
Total	2	3	50.0%	55	54	-1.8%



Drug Crime

Actual	December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Possession	0	0	--	1	3	200.0%
Trafficking	0	0	--	2	1	-50.0%
Importation and Production	0	0	--	0	0	--
Total	0	0	--	3	4	33.3%



Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:
 2022/12/31

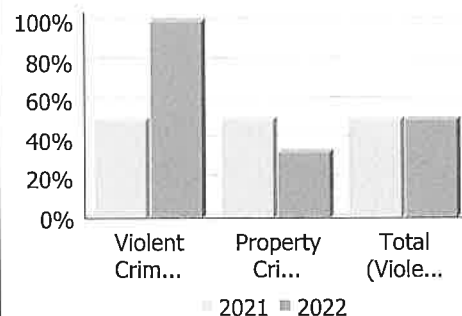
Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Jan 6, 2023 10:40:27 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Northeastern Manitoulin and the Islands
Records Management System
December - 2022

Clearance Rate

Clearance Rate	December			Year to Date - December		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	50.0%	100.0%	50.0%	72.7%	79.3%	6.6%
Property Crime	50.0%	33.3%	-16.7%	30.9%	31.5%	0.6%
Drug Crime				66.7%	50.0%	-16.7%
Total (Violent, Property & Drug)	50.0%	50.0%	0.0%	50.5%	50.0%	-0.5%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 4H - MANITOULIN (Little Current)

Location code(s): 4H00 - MANITOULIN (Little Current)

Area code(s): 4048 - Northeastern Manitoulin & the Is

Data source date:

2022/12/31

Report Generated by:

Ferguson, Carol A.

Report Generated on:

Jan 6, 2023 10:40:27 AM

PP-CSC-Operational Planning-4300

**Manitoulin Centennial Manor
Board of Management Meeting
Dec 15 2022
(unapproved)**

Present:

Pat MacDonald, Mary Jane Lenihan, Dawn Orr, Brenda Reid, Brad Wright
Don Cook, (Administrator); Sylvie Clarke, (DOC)
Keith Clement (Extendicare); by phone
Michael Erskine (Expositor)
Nancy Pereira, Seran Servasingam (Extendicare Finance guest)
Meeting was by teleconference.

1.0 Call to order

1.1 Meeting called to order at 10:00 a.m. by Acting Chair, Pat MacDonald

2.0 Approval of Agenda

2.1 Motion put forward to approve the agenda

Moved by Dawn Orr

Seconded M J Lenihan

....carried

3.0 Approval of Minutes

3.1 Motion put forward to approve Dec, 2022 minutes

Moved by Brenda Reid

Seconded Dawn Orr

.....carried

4.0 New Business

4.1 Board elections for Chair and Vice Chair

Call for nominations for Chair

Dawn Orr nominates Pat MacDonald for Chair

Call for other nominations x3 – No other nominations

Pat MacDonald accepts nominations for Chair

No objections – Pat MacDonald is elected Chair Person of the board

Call for nominations for Vice Chair

M.J. Lenihan nominates Dawn Orr for Vice Chair

Pat MacDonald seconded the nomination

Call for other nominations for Vice Chair x3 – No other nominations

Dawn Orr accepts nomination for Vice Chair

No objections – Dawn Orr is elected Vice Chair Person of the board

4.2 Fundraising Position

The fundraising position is open. It can be filled by a board member, but does not have to be. As there is no one at this time able to take this position on, it is suggested that board members bring any ideas of who they think may be willing to take on the position, to the January meeting.

At present staff Don Cook & Peggy Smith are running the Tree of Lights campaign.

We also have a vacant position of provincial rep, that is a board member from the public at large.

If these positions are not filled at the January board meeting, Don will place and add in the Expositor for the positions.

- 4.3 Flat roof on the south west portion of the front of the building has a leak that leaks into the office manger's office.

Don contacted Extendicare engineer to obtain the name of a company in Sudbury that would be able to fix the leak. He advised to contact Samle Gooder.

Sample Gooder came and determined that the membrane on the roof was dry and cracked, and would need to be replaced.

They supplied a quote of \$49,500.00 to put on a new membrane and depending on weather they would be able to do the work soon.

Don suggest that we use reserve money for the roof.

Motion to fix roof

Moved by Brenda Reid

Seconded Dawn Orr

.....carried

4.4 Motiview License Renewal

Don would like to pay the license renewal of \$3000.00 for the Motiview stationary cycling program for the residents from the fundraising account.

Motion to Accept

Moved by M.J. Lenihan

Seconded Brenda Reid

.....carried

5. **Business Arising from Minutes**

5.1 Insurance renewal

Don has sent the renewal forms from last year to a different broker to ensure the quote will be on the same coverage as our current insurance. Still waiting to hear back

5.2 Criminal Record Checks

Board member need to get Criminal Record Check for Vulnerable Persons and to sign a declaration in the mean time.

Don to resend out link to OPP checks done on line.

He will also include a copy of the criminal record declaration form and a copy will also be available at the next meeting.

6.0 **Fundraising Update –**

6.1 Still working on pricing for replacing cupboards and counters in both serveries.

6.2 Tree of Lights campaign is well underway and we are approaching the \$20,000

Motion to Approve Fundraising Update

Moved By Brad Wright

Seconded M.J Lenihan

....carried

7.0 Correspondence - None

8.0 Administrator's Report

8.1 Attached Report

Motion to accept

Moved by Brad Wright

Seconded by M.J. Lenihan

....carried

9.0 Extending Report

9.1 Financial Statements for Nov. 2022 Presented by Keith Clement

Seran asking about 2023 budget and although a 2% increase for the municipal contribution needs to be approved by each municipality, he can put that in as it is the agreed increase.

The 2023 budget needs to be ready for the board to approve at the January meeting.

Motion to accept financial statements presented

Moved by M.J. Lenihan

Seconded by Dawn Orr

...carried

10.0 Meeting Date of Next Meeting:

Discussion on time of board meeting as with new board members not all board members are able to attend the meetings at present time.

It was agreed that for most people attending the meeting AM was the best time. So we Don was to check with board member if Tuesday, Wednesday or Thursday morning was better.

Next meeting is attentively set for Thursday Jan 19 at 10:00 AM.

11.0 Adjournment

Motion to adjourn

Moved by Dawn Orr