#### AMENDED AGENDA

# A meeting of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands to be held on Tuesday August 25<sup>th</sup>, 2020 Electronic Format at 7:00 p.m.

- 1. Call to Order
- 2. Approval of Agenda
- 3. Deputation: Amanda Sheppard Vulnerable Persons Registry
- 4. Disclosure of Pecuniary Interest & General Nature Thereof
- 5. Minutes of Previous Meeting
  - i. Confirming By-Law 2020-33
- 6. Planning Reports
- 7. New Business
  - i. Bank Loan By-law 2020-34
  - ii. Final Inspection Report Sheguiandah Water Treatment Plant
  - iii. Recreation Center Zac Nicholls
  - iv. Property Purchase- 3 Robert Street, Sheguiandah
  - v. Stantec Request to Enter Property
- 8. Correspondence
  - i. Swing bridge study update Stantec
  - ii. FONOM update on AMO
- 9. Minutes and Other Reports
  - i. Manitoulin Centennial Manor July 18, 2020
  - ii. Mayor's update
- 10. Adjournment

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

#### BY-LAW NO. 2020-33

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 4<sup>th</sup>, 2018 and held on:

August 18th, 2020

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 THIR!	D TIME AND FINALLY PASSED THIS
25 <sup>th</sup> day of August 2020.	
, ,	

Al MacNevin	Mayor	Pam Cress	Clerk

## The Corporation of the Town of Northeastern Manitoulin and the Islands Minutes of meeting held Tuesday, August 18th, 2020 Electronic Format at 7:00p.m.

PRESENT: Mayor Al MacNevin, Councillors: Barb Baker, Al Boyd, Laurie Cook, Mike Erskine, William Koehler,

Dawn Orr, Jim Ferguson, and Bruce Wood

STAFF PRESENT: David Williamson, CAO

Pam Cress, Clerk

Reid Taylor, Manager of Community Services

Gary May, Manger of Public Works Duane Deschamps, Fire Chief

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

#### Resolution No. 216-08-2020

Moved by: B. Wood Seconded by: W. Koehler

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands approves the

agenda as presented.

Carried

#### Resolution No. 217-08-2020

Moved by: A. Boyd Seconded by: L. Cook

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands reads a first, second and third time and finally passes by-law 2020-32, being a by-law to adopt the minutes of Council for the term commencing December 4, 2018 and authorizing the taking of any action authorized therein and thereby.

Carried

#### Resolution No. 218-08-2020

Moved by: M. Erskine Seconded by: B. Baker

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands authorizes the Mayor and CAO to enter into an agreement with the Province of Ontario for funding in the amount of \$266 900 under the Safe Restart agreement.

Carried

#### Resolution No. 219-08-2020

Moved by: D. Orr Seconded by: B. Wood

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. 220-08-2020

Moved by: J. Ferguson Seconded by: W. Koehler

BE IT RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands does now Rise and Report.

Carried

#### Resolution No. 221-08-2020

Moved by: B. Wood Seconded by: J. Ferguson

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands does now adjourn at 8:09 pm.

Carried

Al MacNevin	Mayor	Pam Cress	Clerk

## THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS BY-LAW NO. 2020-34

# BEING A BY-LAW FOR THE BORROWING FROM TORONTO-DOMINION BANK

WHEREAS the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands deems it necessary to borrow the sum \$750 000 to finance the cost of the Little Current Lagoon upgrade (Water system expansion) project.

AND WHEREAS the Corporation will include the expenditures for this purpose in the 2020 Municipal Budget;

AND WHEREAS the Corporation of the Town of Northeastern Manitoulin and the Island has determined that the sum borrowed should be repaid of over a period of 84 months.

NOW BE IT THEREFORE enacted by the said Council as follows:

- The Mayor and the CAO of the Corporation are hereby authorized on behalf of the Corporation to borrow from Toronto-Dominion Bank, a sum or sums not exceeding in the aggregate \$750 000 for the purpose of financing the cost of the upgrades to the Little Current Lagoon system, with interest
- 2) All sums borrowed from the said Bank, shall, with interest heron, be repaid over a term of up to 84 months..

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 25th DAY OF AUGUST, 2020.

			Al MacNevin	Mayor
			Pam Cress	Clerk
Dated this	day of	, 2020.		



Northern Ontario 43 Elm Street, Suite 200 Sudbury, ON P3C 1S4 Telephone No.: (705) 669-4321

Fax No.: (705) 671 9531

August 13, 2020

THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS 14 WATER ST E PO BOX 608 LITTLE CURRENT, ON P0P1K0

Attention: SHERYL WILKINS

Dear Ms. Wilkins,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated January 13, 2015:

#### **BORROWER**

THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS

(the "Borrower")

### **LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Northern Ontario branch, in Sudbury, ON.

#### **CREDIT LIMIT**

4) CAD\$750,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

#### TYPE OF CREDIT AND BORROWING OPTIONS

- 4) Committed Reducing Term Facility (Multiple Draw) available at the Borrower's option by way of:
  - Fixed Rate Term Loan in CAD\$

#### **PURPOSE**

4) To support Lagoon upgrade (Water system expansion) project.

#### **TENOR**

4) Committed

#### **CONTRACTUAL TERM**

4) 84 month(s) from the date of first drawdown

# RATE TERM (FIXED RATETERM LOAN)

4) Fixed rate: 6 month, 12-84 months but never to exceed the Contractual Term Maturity Date

#### **AMORTIZATION**

4) 84 month(s)

# INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 4) Committed Reducing Term Facility:
  - Fixed Rate Term Loans: based on the rate in effect on the dated of drawdown as determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

Interest on Fixed Rate Term Loans under Facility #4 is compounded and payable monthly in arrears.

#### **DRAWDOWN**

# Assigned Description Facilities

4) Multiple draws permitted up to the Credit Limit, as reduced pursuant to the Repayment and Reduction of Amount of Credit Facility Section. First drawdown must occur prior to December 31, 2020.

Each drawdown under 4 will be a "tranche" and each tranche will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

#### REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

# Assigned Description Facilities

4) All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. Multiple draws are permitted during the period of contractual term commencing from the date of first drawdown. All drawdowns will be repaid in equal monthly payments. The details of repayment and interest rate applicable to such drawdown will be set out in the "Rate and Payment Terms Notice" applicable to that drawdown. Any amounts repaid may not be reborrowed.

#### **PREPAYMENT**

# Assigned Description Facilities

4) The Borrower has not selected the 10% Prepayment Option and accordingly, Fixed Rate Term Loans under this Facility may be prepaid in accordance with Section 4c) of Schedule A.

#### **DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

# Assigned Description Facilities

4) Borrower to provide board approved borrowing resolution covering the facility #4 prior to any drawdown.

#### SCHEDULE "A" -STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before August 30<sup>th</sup>, 2020.

#### **ACCURACY OF INFORMATION**

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and

(iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK

Sohaib Khan Andrew Crawford

Account Manager Commercial Credit

# TO THE TORONTO-DOMINION BANK:

THE CORPORATION OF THE TOWN OF NOR the foregoing offer this day of out above, the credit facility(ies) detailed herein	RTHEASTERN MANITOULIN AND THE ISLANDS hereby accept, 2020. The Borrower confirms that, except as may be set n shall not be used by or on behalf of any third party.
Signature	
Print Name & Position	
Signature	
Print Name & Position	



Ministry of the Environment, Conservation and Parks

Drinking Water and Environmental Compliance Division, Northern Region Sudbury District, Sudbury Office 199 Larch Street Suite 1201 Sudbury ON P3E 5P9 Tel.: 705 564-3237 Toll Free: 1-800-890-8516 Ministère de l'Environnement, de la Protection de la nature et des Parcs

Division de la conformité en matière d'eau potable et d'environnement, Direction régionale du Nord District de Sudbury, bureau de Sudbury 199, rue Larch Bureau 1201 Sudbury ON P3E 5P9 Tél.: 705 564-3237

Numéro sans frais: 1-800-890-8516

Téléc.: 705 564-4180

August 19, 2020

Fax: 705 564-4180

Mr. Dave Williamson, CAO 14 Water Street East P. O. Box 608 Little Current, ON POP 1KO

Dear Mr. Williamson:

Re: Final Inspection Report for the Sheguiandah Drinking Water System

Please find attached the annual Sheguiandah Drinking Water System inspection report for the year 2020-21. There were no issues of non-compliance identified during the current inspection period. However, in the interest of continuous improvement, a number of best practice issues have been noted. Please review these issues in the section of the report entitled *Summary of Best Practice Issues and Recommendations*.

Please note that, due to the current Pandemic situation and subsequent health and safety concerns, the site visit was completed with only the water treatment plant operator. To further limit physical contact, a meeting was not requested with municipal representatives as part of the current inspection process. To the best possible extent in the current Pandemic environment, critical elements required to evaluate key compliance issues were assessed during this inspection.

Included in the appendices of the report is the Inspection Rating Record (IRR) for this drinking water system. Please ensure that the information contained in the IRR is shared with municipal council. Please further note that a copy of this inspection report has been provided to the Public Health Sudbury and Districts, as per the Ministry's Drinking Water Inspection Protocol.

Should you have any questions regarding the attached document or your obligations under Ontario's drinking water legislation, please feel free to contact me at 705-665-0892.

Sincerely,

Shuly Bosson
Shelley Baggio

Water Inspector

Ministry of the Environment, Conservation and Parks Drinking Water and Environmental Compliance Division

**Sudbury District Office** 

cc: Keith Stringer, Operations Manager, OCWA Espanola Hub
Sarah Beaulieu, Process and Compliance Technician, OCWA Espanola Hub
Natalie Wagar, Process and Compliance Technician, OCWA Espanola Hub
Jeff Tuerk, Operator, OCWA, Espanola Hub
Burgess Hawkins, Manager-Health Protection Division, Public Health Sudbury & Districts



# Ministry of the Environment, Conservation and Parks

# SHEGUIANDAH DRINKING WATER SYSTEM Inspection Report

Site Number: Inspection Number:

Date of Inspection:

Inspected By:

220009112

1-06HRH

Jul 28, 2020

Shelley Baggio

# **TABLE OF CONTENTS**

OWN	IER INFORMA	ATION	02
•	CONTACT II	NFORMATION	02
INSP	ECTION DETA	AILS	02
•	DWS COMP	ONENTS DESCRIPTION	03
INSP	ECTION SUM	MARY	04
•	INTRODUCT	TION	04
•	SOURCE	······	04
•	CAPACITY A	ASSESSMENT	04
•	TREATMEN	T PROCESSES	05
	TREATMEN <sup>-</sup>	T PROCESS MONITORING	06
•	OPERATION	IS MANUALS	07
•	LOGBOOKS		08
•	SECURITY		08
•	CERTIFICAT	TON AND TRAINING	08
•	WATER QUA	ALITY MONITORING	08
•	WATER QUA	ALITY ASSESSMENT	10
•	REPORTING	& CORRECTIVE ACTIONS	10
•	OTHER INSP	PECTION FINDINGS	10
NON	COMPLIANCE	WITH REGULATORY REQUIREMENTS &	
ACTIO	ONS REQUIRE	ED	12
SUMN	MARY OF BES	T PRACTICE ISSUES & RECOMMENDATIONS	13
SIGNA	ATURES		14
APPE	NDICES		
APPE	NDIX I	MUNICIPAL DRINKING WATER LICENSE	
. =		DRINKING WATER WORKS PERMIT	
	NDIX II	PERMIT TO TAKE WATER	
	NDIX III	INSPECTION RATING RECORD	
APPENDIX <b>IV</b> KEY REFERENCE AND GUIDANCE MATER			



#### OWNER INFORMATION:

**Company Name:** 

NORTHEASTERN MANITOULIN & THE ISLANDS, THE CORPORATION OF THE TOWN

OF 15

**Street Number:** 

**Unit Identifier:** 

Street Name:

MANITOWANING Rd

City:

LITTLE CURRENT

Province:

ON

**Postal Code:** 

P0P 1K0

#### **CONTACT INFORMATION**

## **INSPECTION DETAILS:**

Site Name: Site Address: SHEGUIANDAH DRINKING WATER SYSTEM 48 LIMIT Street SHEGUIANDAH ON POP 1W0

County/District:

NORTHEAST MANITOULIN AND THE ISLANDS

MECP District/Area Office:

Sudbury District

**Health Unit:** 

SUDBURY AND DISTRICT HEALTH UNIT

**Conservation Authority:** 

MNR Office:

Espanola Regional Office Small Municipal Residential

Category: Site Number: Inspection Type:

220009112 Announced

**Inspection Number:** Date of Inspection:

1-06HRH Jul 28, 2020

**Date of Previous Inspection:** 

#### COMPONENTS DESCRIPTION

Site (Name):

MOE DWS Mapping

Type:

**DWS Mapping Point** 

Sub Type:

Site (Name):

**RAW WATER** 

Type:

Source

Sub Type:

#### Comments:

The Sheguiandah Water Treatment System draws raw water from Sheguiandah Bay in Lake Huron. The 150 mm intake line runs 650 m out from the low lift well. The intake is approximately 2 m below the water's surface. Chlorine is added seasonally at the intake crib for zebra mussel control, when temperature exceeds 8 degrees Celcius.

The low lift pumping station pumps raw water approximately 200 m to the treatment plant. A crayfish stilling tank in the low lift well is required to keep crayfish from fouling the pumps.

Site (Name):

TREATED WATER

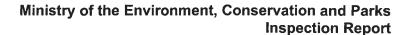
Type:

Treated Water POE

Sub Type:

#### Comments:

The treatment plant, constructed in 1994, is a package direct filtration treatment unit with UV and chlorination, both for primary disinfection. Water is metered as it enters the plant with coagulant added just prior to entrance to the





flocculation tank. A sodium carbonate system is in place for pH adjustment when necessary, but has never been used. Water is then directed to the filtration unit, which consists of two parallel multi-media filter beds, each with a surface area of 1.85 m2 and a filter rate of 6.1 m/hr at a flow of 546 m3/d. The filter beds contain anthracite, silica sand and gravel which are supported by an underdrain system. Filtered water passes through UV units with discharge to clearwell #1 and then to clearwell #2, and on to the high lift pump well. Chlorine is injected after UV reactor and before clearwell #1, to provide additional CT and log removal/inactivation for viruses

There is also a manually triggered trim chlorine system with an injection point just prior to water entering the distribution system. However, there is rarely a need to use this system.

Two vertical high lift turbine pumps are located at the end of clear well #2, and one is located in the high lift well. The fire pump is also located in the high lift well. Two hydropneumatic pressure tanks are used to maintain pressure at the higher elevations within the distribution system.

Filter backwash water is discharged to a surge tank where it is then pumped to a settling tank. Supernatant flows from the settling tank to a ditch flowing into Sheguiandah Bay. Sludge from the settling tank is removed by pumper truck and disposed of at the sewage lagoon.

Instrumentation for the treatment plant includes a raw water flowmeter, a raw water turbidimeter and pH meter, two filter effluent turbidimeters, one chlorine residual analyzer and a flow meter on the distribution discharge line.

Site (Name):

DISTRIBUTION (WATER INSPECTIONS)

Type:

Other

Sub Type:

Comments:

The distribution system extends from Orr's Side Road in the north to approximately Green Acres gas station in the south, and from the Smith vent in the west to Sheguiandah Bay in the east. The length and varying elevation of the distribution system creates a significant difference in water pressure throughout the system. There are three blow off vents which allow water to continuously drain from the system and provide protection from low chlorine residual levels due to stagnant water in dead ends as well as pressure relief should a system failure occur.

Treated water is available to cottagers at the front door of the plant by using a coin operated system. Backflow prevention is in use.

Site (Name):

SHEGUIANDAH WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM

Type:

Plant Classification

Sub Type:

Comments:

This small, municipal, residential drinking water system is owned by the Town of Northeastern Manitoulin & the Islands with a serviced population of 187 amounting to 87 connections. It is currently operated by the Ontario Clean Water Agency (OCWA).

This Water Treatment Plant is classified as a Class 2 water treatment subsystem (certificate #1987, issued November 14, 2005).

This distribution system is classified as a Class 1 distribution subsystem (certificate #1988, issued November 14, 2005).



#### INSPECTION SUMMARY:

#### Introduction

The primary focus of this inspection is to confirm compliance with Ministry of the Environment. Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water related policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multibarrier approach in the inspection of water systems that focuses on the source, treatment and distribution components as well as management practices.

This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

This report is based on a "focused" inspection of the system. Although the inspection involved fewer activities than those normally undertaken in a detailed inspection, it contained critical elements required to assess key compliance issues. This system was chosen for a focused inspection because the system's performance met the ministry's criteria, most importantly that there were no deficiencies as identified in O.Reg. 172/03 over the past 3 years. The undertaking of a focused inspection at this drinking water system does not ensure that a similar type of inspection will be conducted at any point in the future.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

The review period for this inspection is from May, 2019 through until the end of May, 2020. Due to COVID-19 Pandemic restrictions the site visit for this inspection was delayed and not completed until July 28, 2020. Further, due to physical distancing restrictions the site inspection was less detailed than during a normal focused inspection.

#### Source

The owner had a harmful algal bloom monitoring plan in place.

From June until October each year, weekly raw and treated samples are collected for microcystin analysis. Both samples are submitted for analysis, but only the raw is tested. If the raw results do not indicate the presence of microcystin, the treated sample is discarded. If there are microcystins detected in the raw sample, the treated sample would be analyzed to determine if microcystins are also present in the treated water. The operator also visually checks the area of the intake weekly for evidence of a harmful algal bloom.

#### **Capacity Assessment**

- There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.
- The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.

The Municipal Drinking Water License (MDWL) for this facility identifies a rated capacity of 546 cubic meters per day of treated water from the treatment system in to the distribution system. No capacity exceedances were identified during the current inspection period.

The Permit to Take Water allows a maximum instantaneous flow rate of 455 liters per minute and a maximum daily flow rate of 654,624 liters per day. There were no water taking exceedances during the inspection period.



#### **Capacity Assessment**

#### **Treatment Processes**

- The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.
- Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.

The original plant design for this system cited high turbidity in the source water as the rationale for increasing the value of log removal credits to be achieved by the plant for Giardia from three (3), as per the Procedure for Disinfection of Drinking Water in Ontario, to four (4).

UV is especially effective on cryptosporidium and giardia but not all viruses. Chlorine is especially effective on viruses but not as effective on cryptosporidium and giardia. As such, it was determined that a combination of direct filtration, UV disinfection, and chlorination would be used in order to sufficiently meet the log removal/inactivation credits needed for primary disinfection.

The following table is a summary of the processes and their respective log removal credits:

Direct Filtration UV Disinfection Chlorination	CRYPTO 2.0 2.0 0.0	GIARDIA 2.0 3.0 0.0	VIRUSES 1.0 2.0 1.0
Design Totals	4.0	5.0	4.0
Required Removal/Inactivation	2.0	4.0	4.0

#### **DIRECT FILTRATION**

In order to apply the noted removal credits for the filtration portion of the treatment process, the following criteria must be met:

- Use a chemical coagulant at all times;
- · Monitor and adjust chemical dosages in response to variation in raw water quality;
- Maintain effective backwash procedures, including filter to waste or an equivalent procedure during filter ripening to ensure effluent turbidity requirements are achieved at all times;
- · Continuously monitor filtrate turbidity;
- Meet the performance criterion for filtered water turbidity of less than or equal to 0.3 NTU in 95% of the measurements each month;

The information reviewed indicates that this system consistently met the criteria necessary to achieve the log removal credits assigned to filtration. Two coagulant pumps are in place to continuously feed coagulant into the raw water, just prior to the flocculation tank and, necessary adjustments are made by the operator to chemical dosages based on variations in the raw water quality. There are also effective backwash procedures in place and the turbidity of the filter effluent is continuously monitored. Daily process summary reports are printed to confirm filter efficiency and no issues regarding filter efficiency were identified for the inspection period.



#### **Treatment Processes**

#### CHLORINATION

The chlorine disinfection component of this system normally accounts for a 1 log removal/inactivation of viruses. To ensure this log removal/inactivation is consistently achieved, operators calculate CT values based on actual operating conditions when free chlorine residual values drop below 0.7 mg/L in the treated water, as confirmed in the log book.

#### **UV DISINFECTION**

The Municipal Drinking Water Licence requires UV disinfection equipment be operated so as to ensure a minimum pass through UV dose of 40mJ/cm2. As per the Ultraviolet Disinfection Technical Bulletin, dated July 2010, the Ministry has adopted the following position:

- Testing frequency must be five (5) minutes or less and recording of test data cannot exceed four (4) hours;
- · All off specification alarms need to be recorded at a minimum of five (5) minute intervals; and
- If the UV system does not correct itself within two (2) consecutive alarms (10 minute period) the event is considered an adverse condition.

To ensure the UV disinfection system operates as per the requirements, off specification events are recorded and any events that last longer than 5 minutes result in an alarm and the plant will shut down.

Further, a Ministry Approvals Branch engineer has reviewed the validation papers for the unit and confirmed that an intensity of 65W/m2 is greater than the required minimum of 40mJ/cm2, when flow is less than 6.3L/sec. Flow through the UV system is determined from raw water flow meter data.

- Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.
  - The lowest distribution chlorine residual measure during the inspection period was 0.75 mg/L on July 19, 2019 at 164 Townline Rd.
- Where an activity has occurred that could introduce contamination, all parts of the drinking water system were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.
- The primary disinfection equipment was equipped with alarms or shut-off mechanisms that satisfied the standards described in Section 1-6 (1) of Schedule 1 of Ontario Regulation 170/03.

A UV disinfection system comprises part of the primary disinfection at this plant. There are 2 units in place and are configured to alarm upon failure and the standby unit automatically start up. If both units fail, there is a lowlift pump lockout and alarm. The valves shutting off flow to the clearwell will close within 12 seconds of the UV unit shutting down, and this is regularly tested/confirmed by operator.

Following a UV failure alarm, an operator must attend the site to re-start the plant.

#### **Treatment Process Monitoring**

 Primary disinfection chlorine monitoring was conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.

Chlorine is injected just past the UV disinfection system and the sampling location for chlorine is just past the highlift pumps. A seldom used manually triggered secondary (trim) chlorine system is also available at a point just



#### **Treatment Process Monitoring**

prior to water entering the distribution system. The operator is aware that use of the trim system may not achieve disinfection of drinking water prior to the first consumer.

- Continuous monitoring of each filter effluent line was being performed for turbidity.
- The secondary disinfectant residual was measured as required for the distribution system.

Secondary disinfection is monitored in the distribution system. At least two samples are taken each week, and are taken at least 48 hours apart.

- Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.
- All continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.

Turbidity levels are alarmed at 0.3 NTU after a set delay of 10 minutes. This alarm will also result in an associated low lift pump lockout.

Chlorine residual in treated water is alarmed at 0.75 mg/L with no delay. This alarm will also result in an associated low lift pump lockout.

These alarm set points meet the minimum requirements specified by subsection 6-5 of Schedule 6 of O. Reg.170/03.

The UV system will alarm after 5 minutes of off specification operation. This alarm will also result in an associated low lift pump lockout. Any off specification operation lasting less than 5 minutes is documented.

- Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format.
- All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.

OCWA has an electronic maintenance management system in place that generates work orders based on manufacturer specifications and pre-set schedules (i.e. weekly, monthly, annually). Regular calibration and maintenance of continuous analyzers is included in the maintenance management system.

All UV sensors were checked and calibrated as required.

The UV sensors are checked monthly against a reference UV sensor (Radiometer). This scheduled verification is included in the electronic maintenance management system and work orders are issued monthly. The reference Radiometer is sent for verification as per the manufacturer's specifications.

Further, the duty sensors and the back up sensors are switched out every six months, with the removed sensors sent for verification against a Master Reference assembly. New sensors are purchased as necessary.

#### **Operations Manuals**

 The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.



#### **Operations Manuals**

The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.

#### Logbooks

Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.

#### **Security**

The owner had provided security measures to protect components of the drinking water system.

However, it is suggested that signage be placed on the exterior of the building to indicate authorized personal only and/or no trespassing.

#### Certification and Training

The overall responsible operator had been designated for each subsystem.

OCWA employs a number of operators out of the Espanola Hub office that are appropriately licenced to act as the overall responsible operator (ORO) for the Sheguiandah drinking water system (Class 2 water treatment subsystem, Class 1 water distribution subsystem). The ORO is identified in the logbook daily and is usually the operator that is on-call for the week.

Operators-in-charge had been designated for all subsystems which comprised the drinking water system.

The operator in charge (OIC) is identified in the logbook daily and is normally the operator on-site undertaking the necessary operational duties.

- All operators possessed the required certification.
- Only certified operators made adjustments to the treatment equipment.

#### **Water Quality Monitoring**

All microbiological water quality monitoring requirements for distribution samples prescribed by legislation were being met.

Sampling in the distribution system is required once every two weeks with testing for E.coli, total coliforms and heterotrophic plate count.

All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.

The requirement is to sample and analyze for the inorganic parameters specified in Schedule 23 of O. Reg. 170/03 every 60 months. Sampling for these parameters was completed on January 13, 2020. All results were within the limits defined by the Ontario Drinking Water Quality Standards (ODWQS).

All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.

The requirement is to sample and analyze for the organic parameters specified in Schedule 24 of O. Reg. 170/03 every 60 months. Sampling for these parameters was completed on January 13, 2020. All results were within the limits defined by the Ontario Drinking Water Quality Standards (ODWQS).



#### Water Quality Monitoring

• All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.

All drinking water systems that provide chlorination or chloramination, for either primary or secondary disinfection, must sample for haloacetic acid every three months. This requirement came into effect January 1, 2017.

The standard for Haloacetic Acids came into effect on January 1, 2020. It is expressed as a Running Annual Average (RAA), where the RAA is defined as the average for quarterly HAA results for a drinking water system. HAAs generally form at the beginning of the distribution system and sampling should be completed accordingly.

Since the previous inspection sampling for HAAs was completed on the following dates with the results as noted:

July 2, 2019 - 31.5 ug/L October3, 2019 - 29.2 ug/L January 13, 2020 - 33.5 ug/L April 15, 2020 - 36.1 ug/L

The running average based on the last four sample results, was 32.6 ug/L.

 All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.

The requirement is to sample for trihalomethanes (THMs) at a point in the distribution system expected to have the highest levels, every three months. Since the previous inspection, THM samples have been collected on the following dates with the following results:

July 2, 2019 - 51 ug/L October 3, 2019 - 58 ug/L January 13, 2020 - 37 ug/L April 15, 2020 - 44 ug/L

The running average based on the last four sample results, was 47.5 ug/L. This is below the ODWQS limit of 100 ug/L (running average).

 All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.

The requirement is to sample and test for nitrate and nitrite in the treated water every three months. Sampling for these parameters was completed as required and all results were well below the limits identified by the ODWQS.

 All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency.

The requirement is for one sample to be collected every 60 months and tested for sodium. Sampling for this parameter was last completed on January 13, 2020 and the result was 9.13 mg/L.

• All fluoride water quality monitoring requirements prescribed by legislation were conducted within the required frequency.

The requirement is for one sample to be collected every 60 months and tested for fluoride. Sampling for this parameter was last completed on January 13, 2020 and the result was less than 0.06 mg/L.

 All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.



#### **Water Quality Monitoring**

Quarterly composite samples at the point of discharge to the North Channel are collected and tested for total suspended solids (TSS). The annual average concentration must not exceed 25 mg/L.

All required sampling was completed and the annual average concentration well below 25 mg/L.

 Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.

#### **Water Quality Assessment**

 Records showed that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).

#### **Reporting & Corrective Actions**

 All required notifications of adverse water quality incidents were immediately provided as per O. Reg. 170/03 16-6.

There were no adverse water quality incidents (AWQIs) reported during the inspection period.

 Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.

When an alarm at the water treatment plant is received the operator on call is paged. When an operator is called to respond to an alarm, the response, actions and/or other relevant information relating to the incident is documented in the logbook. A review of the Call Back Summary Report and the facility logbook, specifically entries relating to alarm call outs, indicated that the operators are responding to alarms in a timely manner.

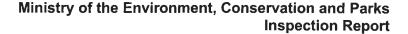
 When the primary disinfection equipment, other than that used for chlorination or chloramination, has failed causing an alarm to sound or an automatic shut-off to occur, a certified operator responded in a timely manner and took appropriate actions.

There are two UV units available for use at the plant. If the duty unit fails, there is an automatic switch over to the standby unit. Should both units fail, there is a lowlift pump lockout and alarm. The operator would have to attend the site to acknowledge the alarm and to restart the plant production.

#### Other Inspection Findings

The following issues were also noted during the inspection:

1. While reviewing the logbook and the Work Order Summary as part of the data review, a date discrepancy was noted for the December, 2019 UV sensor check, which is scheduled monthly with a work order is sent to the operator to ensure completion. The Work Order Summary indicated that the UV sensor check was completed and the work order was closed on December 9. However, the logbook entry for the UV sensor check was December 13. This issue was discussed with the operator and he indicated that the sensor check was completed on December 9, but he forgot to note the work in the logbook. He entered the information on December 13, but he did not indicate in the entry that actual work was completed on an earlier date. It is important that all information entered into the logbook is accurate and chronological. Discrepancies such as this, without an explanation, raise questions and concerns with regards to the overall reliability of the information in the logbook. It is important that all operators are reminded of the importance of accurate and transparent documentation. Corrections to logbook entries should be clearly identified as such, and the original notation should remain in place and legible. A detailed explanation should also accompany any corrections in the logbook.





#### **Other Inspection Findings**

2.In June 2020, a situation occurred where the plant had to be shut down and no water could be produced to fill the clearwell. In order to maintain the potable water supply to the town, water was hauled from another plant and used to maintain the level in the clearwell. This procedure is acceptable, as long as the water hauler used is included on the list maintained by Public Health Sudbury and Districts and the water is transported from a regulated drinking water system. During this incident, it was reported that the water was transported from the Little Current Water Treatment Plant and that chlorine residuals in the transported water were closely monitored. However, the health unit was not contacted with regards to the water hauler prior to initiating the transfer of water. It was, subsequently, indicated that a number of standard operating procedures are available to address such a situation, but were not referenced during the noted incident. Operators should be made aware of the procedures and fully trained on the proper procedures to follow when hauled water must be used to maintain the water supply.

3. The Municipality may wish to review the need for UV treatment at the Sheguiandah water plant as it is possible that the required log removal/inactivation requirements for this plant can be met through direct filtration and chlorination. An engineer would be required to asses the treatment system to make this determination.



## NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

**Not Applicable** 



#### SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

- 1. The following issues were also noted during the inspection:
  - 1. While reviewing the logbook and the Work Order Summary as part of the data review, a date discrepancy was noted for the December, 2019 UV sensor check, which is scheduled monthly with a work order is sent to the operator to ensure completion. The Work Order Summary indicated that the UV sensor check was completed and the work order was closed on December 9. However, the logbook entry for the UV sensor check was December 13. This issue was discussed with the operator and he indicated that the sensor check was completed on December 9, but he forgot to note the work in the logbook. He entered the information on December 13, but he did not indicate in the entry that actual work was completed on an earlier date.
  - 2.In June 2020, a situation occurred where the plant had to be shut down and no water could be produced to fill the clearwell. In order to maintain the potable water supply to the town, water was hauled from another plant and used to maintain the level in the clearwell. This procedure is acceptable, as long as the water hauler used is included on the list maintained by Public Health Sudbury and Districts and the water is transported from a regulated drinking water system. During this incident, it was reported that the water was transported from the Little Current Water Treatment Plant and that chlorine residuals in the transported water were closely monitored. However, the health unit was not contacted with regards to the water hauler prior to initiating the transfer of water.
  - 3. The Municipality may wish to review the need for UV treatment at the Sheguiandah water plant as it is possible that the required log removal/inactivation requirements for this plant can be met through direct filtration and chlorination.

#### Recommendation:

- 1. It is important that all information entered into the logbook is accurate and chronological. Discrepancies such as this, without an explanation, raise questions and concerns with regards to the overall reliability of the information in the logbook. It is important that all operators are reminded of the importance of accurate and transparent documentation. Corrections to logbook entries should be clearly identified as such, and the original notation should remain in place and legible. A detailed explanation should also accompany any corrections in the logbook. Additional training should be provided where necessary.
- 2. It was indicated that a number of standard operating procedures are available to address such a situation, but were not referenced during the noted incident. Operators should be made aware of the procedures and fully trained on the proper procedures to follow when hauled water must be used to maintain the water supply.
- 3. An engineer would be required to asses the treatment system to make this determination.



## **SIGNATURES**

Inspected By:

Signature: (Provincial Officer)

Shelley Baggio

2020.08.19

14:41:34 -04'00'

Reviewed & Approved By:

Signature: (Supervisor)

Marnie Managhan

Marrie Maney

Review & Approval Date:

August 19, 2020

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

On Aug 18, 2020, at 10:03 PM, Zachary Nicholls:

Dear Mayor MacNevin & Council

I believe that council must take immediate action to recover the recreation centre. The people of NEMI have paid a high cost, not just financially, for a building that is theirs in name only. Health and happiness has been discarded to appease unfounded notions of non-elected medical administrators.

It is time to cut our losses and to ask MHC to look elsewhere for their needs.

Sincerely,

Zak Nicholls

**Draper Street** 



# Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this	doy of	August	20 20
BUYER: Town of Northeastern Manitoulin	full legal names of all Buyors)		agrees to purchase from
SELLER: Nancy Bell	(Full legal names of all Sellers)		
REAL PROPERTY:			
Address 3 Robert Street	en e	Sheguiandah	ON POP1WO
fronting on the	side of Rob	ert Street	*************************
in the Vil			*>*************************************
and having a frontage of approx. 1	132 feet more or less by o	depth of irregular	more or less
and legally described as Part Lot 4, Nor			
Village of Sheguiandah, Distric	t of Manitoulin PIN: 471	350485 where)	(the "property")
PURCHASE PRICE:		Dollars (CDN\$)	110,000.00
	One Hundred Ten Thousa	nd	D-II
DEPOSIT: Buyer submits(Herewith			ometownounth mann
		Dollars (CDN\$)	500.00
by negotiable cheque poyable to in trust pending completion of other termination of Agreement, "Upon Acceptance" shall mean that this Agreement. The parties to this Agreement here he deposit in trust in the Deposit Holder's non-intelligence as more	it mis Agreement and to be credited to the Buyer is required to deliver the dep aby acknowledge that, unless otherwise rest bearing Real Estate Trust Account o	ward the Purchase Price on completion. F osit to the Deposit Holder within 24 hour a provided for in this Agreement, the Dep and no interest shall be earned, received a	or the purposes of this s of the acceptance of
CHEDULE(S) A	mantanan mananan manan	attached hereto form(s) part (	of this Agreement.
. IRREVOCABILITY: This offer shall be irrevoc			_
	20 20 after which time	f not accepted, this offer shall be null and	
. COMPLETION DATE: This Agreement shall be	be completed by no later than 6:00 p r	n on the 24 day of Se	ptember
20 20 Upon completion, vacant passe	ession of the property shall be given to	the Buyer unless otherwise provided for in	this Agreement
INITIALS	OF BUYER(S):	INITIALS OF SELLER	(S): (PB)

The findemarks REALORS REALORS MISS. Multiple Esting Services's and assizuated logar are owned or controlled by the Canadian Real Estate Association (CREA) and identity the real errors professionals who are manibus of CREA and the code of the code of the professionals who are manibus of CREA and the code of the code

	3. NOTICES: The Seller hereby appoints the Listing Brakerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brakerage (Buyer's Brakerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brakerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brakerage represents both the Seller and the Buyer (multiple representation), the Brakerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given at received pursuant to this Agreement or any Schedule hereto (any of them. "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein; when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.
	FAX No
	Email Address:
4.	CHATTELS INCLUDED:
	Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the soid fixtures and chattels.
5.	FIXTURES EXCLUDED:
6.	<b>RENTAL ITEMS (Including Lease, Lease to Own):</b> The following equipment is rented and <b>not</b> included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
	The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption
7	HST: If the sole of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be
	included in the Purchase Price II the sale of the property is not subject to HST. Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
	, , , , , , , , , , , , , , , , , , ,

INITIALS OF BUYER(5):



INITIALS OF SELLER(S):



- 9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE: Provided that the tille to the property is good and free from all registered restrictions, charges, hens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, starm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in fovour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement natwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brakerage and Co-operating Brakerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title. Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any omendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lowyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lowyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.
- 14. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage. Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(5):



INITIALS OF SELLER(S):

):

- 15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller coverants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R. S. O. 1990.
- 17. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer o statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS: Any ients, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cast of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontaria has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brakerage. Braker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT: Soller warrants that spousal consent is not necessary to this transaction under the pravisions of the Family Low Act. R S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI: Seller represents and warrants to Buyer that during the time Seller has awned the property. Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the broketage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



28. SUCCESSORS AND ASSIGNS: The heirs, executo	rs, bullimistrators, successors and assigns of the ur	idersigned are	bound by the terms herei
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my I		To the Letting Herei
(Witness)	Duyld Williamson, CAC	•	08/21/2020
	(Buyer) Da ind Walliamson, CAO	(Sea!)	(Dole)
(Wilness)	(Buyer)		·
the Undersigned Seller, agree to the above offer. I hereb to pay commission, the unpoid balance of the commission applicable), from the proceeds of the sale prior to any pay.	by irrevocably instruct my lawyer to pay directly to		
IGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my h		age(s) to my lawyer.
Witness)	(Seller Nancy Bell	(Seal)	(Date)
Vilness)	(Seller) Ruth Ann Bastert	(Seal)	(Date)
POUSAL CONSENT: The undersigned spouse of the Sell ow Act, R.S.O. 1990, and hereby agrees to execute all nec	thoroby comments and It	rein pursuant to nd effect to the	the provisions of the Fa sale evidenced herein.
Vilness)	/C		
ONFIRMATION OF ACCEPTANCE NO. 11	(Spouse)	(Seal)	(Dale)
ONFIRMATION OF ACCEPTANCE: Notwithstanding and written was finally accepted by all parties at	friendly contained herein to the contrary, I confirm this 22 day of	this Agreement	with all changes both ty
	[Signature of Selier or Buyer] ORMATION ON BROKERAGE(S)	1.4.0	
Co-op/Buyer Brakerage		No.J	
Sale	sperson/Broker/Broker of Record Name)		4
knowledge receipt of my signed copy of this accepted Ag chase and Sale and Lauthorize the Brokerage to lot word a cop		ed copy of this	accepted Agreement of
V 1 1 1 2 2 3 4			orward a copy to my lawy
	David Williamosn, CA	o e	orward a copy to my lawy 08/21/2020
Nancy Bell (Dote)  Ruth Ann Bastert (Dote)	Buyer) Desch	on, CAO	orward a copy to my lawy 08/21/2020 [Date]
Nancy Bell (Dote) Ruth Ann Bastert (Dote)	Buyer)  Decid Williamsen, Call [Buyer]	c n, cao	orward a copy to my lawy 08/21/2020 [Date]
Pri Ruth Ann Bastert (Date)  ress for Service (Date)	(Buyer)  (Buyer)  Address for Service	e n, cao (iel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Nancy Bell (Date)  Fr. Ruth Ann Bastert (Date)  ress for Service  r's lowyer	(Buyer)  Address for Service  Buyer's Lawyer	c n, CAO (lel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Pri Ruth Ann Bastert (Date)  ress for Service (Date)  ress lowyer A.	(Buyer)  (Buyer)  Address for Service  Buyer's Lawyer  Address	c m, CAO (fel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Nancy Bell (Date)  Ruth Ann Bastert (Date)  ress for Service  fol No. 1  A. A. L.  ress	Buyer) Address Email	c m, CAO (fel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Pri Nancy Bell (Date)  Pri Ruth Ann Bastert (Date)  ress for Service  Pris lowyer A A A A A A A A A A A A A A A A A A A	Buyer) Address  Buyer's Lawyer  Address  Email	c m, CAO (fel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Nancy Bell (Date)  Fin Ruth Ann Bastert (Date)  First lowyer A.	Buyer)  (Buyer)  Address for Service  Buyer's Lawyer  Address  Email	c m, CAO (fel N	orward a copy to my lawy 08/21/2020 [Date] [Date]
Properating Brokerage shown on the foregoing Agreement of Puromassion Irust Agreement as defined in the MIS® Rules and shall	Buyer) Address for Service  Buyer's Lawyer Address Email  [Tel No.]  WMISSION TRUST AGREEMENT  chase and Sale g Agreement of Purchase and Sale, I hereby declare the Regulations of my Real Estate Board shall be receivable at the subject to and apparent of the subject to and apparent of the subject to and apparent of the board of the receivable at the subject to and apparent of the subject to a subject to	(fel N	Orward a copy to my lawy 08/21/2020 [Date] [Date]  (Date]
ler) Nancy Bell (Date) ler) Ruth Ann Bastert (Date) ler's lowyer All All All All All All All All All Al	Buyer) Address for Service  Buyer's Lawyer Address Email  [Tel No.]  WMISSION TRUST AGREEMENT  chase and Sale g Agreement of Purchase and Sale, I hereby declare the Regulations of my Real Estate Board shall be receivable at the subject to and apparent of the subject to and apparent of the subject to and apparent of the board of the receivable at the subject to and apparent of the subject to a subject to	(fel N	Orward a copy to my lawy 08/21/2020 [Date]  [Date]  6.]

The trademarks REALTORS REALTORS MISS. Multiple Listing Services and associated logiss are owned as controlled by the Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the C. 2020. Ontaino Real Estate Association [CREA\*] All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use as reproduction is prohibited except with prior written content of CREA. Do not after whose printing or reproducing the standard pre-set portion. OREA bears no liability for your use of my form.



# Schedule A Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:	
BUYER: Town of Northeastern Manitoulin & the Islands	
SELLER: Nancy Bell	
for the purchase and sale of3 Robert Street	Sheguiandah
ON POPIWO dated the 21 day of	August 20 20

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):







Form 320

# Confirmation of Co-operation and Representation

for use in the Province of Ontario

DEFINITIONS AND INTERPRETATIONS: for the purposes of this Confirmation of Coroperation and Representation:  "Seller" includes a vendor, a landlard, lessor, or a prospective, seller, vendor, landlard or lessor and "Buyer" includes a purpose, buyer, purchase, fanont or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lecommission shall be deemed to include other remuneration.  The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Coroperating Brokerage is involving the transaction, the brokerages agree to coroperate, in consideration of, and on the terms and conditions as set out below.  DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured required by the Real Estate and Business Brokers Act, 2002, (REBBA).  1. LISTING BROKERAGE  a)  The Listing Brokerage represents the interests of the Seller in this transaction, it is butther understood and agreed that.  1]  The Listing Brokerage is not representing or providing Customer Service to the Buyer (If the Buyer is working with a Coroperating Brokerage, Section 3 is to be completed by Coroperating Brokerage)  2]  The Listing Brokerage is providing Customer Service to the Buyer (Bit the Buyer is working with a Coroperating Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be imported a quality protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage must be imported a few and the Buyer in this transaction. The Listing Brokerage must be imported by the Seller and Buyer the Listing Brokerage shall not disclose.  That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller,  That the Buyer may or will approximate the Seller and Buyer the t	BUYER: Tow	√n of No	ortheastern Mani	toulin & the Islands	
DEFINITIONS AND INTERPRETATIONS: for the purposes of this Confirmation of Cooperation and Representation:  Seller includes a vendor, a landford, lessor, or a prospective, seller, vendor, landford or lessor and "Buyer" includes a purchaser, a tenton to a prospective, buyer, purchaser, tenton to release and "sade" includes a leave, and "Agreement of Purchase and Sale" includes an Agreement to Lecommission shall be deemed to include other remuneration.  The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s), if a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.  DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured required by the Real Estate and Business Brokers Act, 2002, (REBA).  1. LISTING BROKERAGE  a) It has been been been been been been been bee	SELLER:		Nancy Be	:11	Ruth Ann Bastert
Select Includes a ventage, a landford, lessor, or a prospective, seller, vendar, landlord or lessor and "Buyer" includes a purchaser, and remained a lease, and "Agreement of Purchase and Sale" includes an Agreement to tec. Commission shall be deemed to include other remuneration.  The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s), if a Co-aperating Brokerage is involved in the transaction, the brokerages agree to co-aperate, in consideration of, and on the terms and conditions as set out below.  DECLARATION OF INSURANCE: the undersigned salesperson/broker representative(s) of the Brokerage(s), hereby declare that he/she is insured required by the Real Estate and Business Brokers Act, 2002, (REBBA).  1. LISTING BROKERAGE  a)  The Listing Brokerage represents the interests of the Seller in this transaction, it is butther understood and agreed that.  11	For the transac	tion on the	properly known as:	3 Robert Street	
DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured required by the Real Estate and Business Brokers Act, 2002, (REBBA).  1. LISTING BROKERAGE  a)  The Listing Brokerage represents the interests of the Seller in this transaction, it is butther understood and agreed that.  The Listing Brokerage is not representing or providing Customer Service to the Buyer (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)  2)  The Listing Brokerage is providing Customer Service to the Buyer  b)  MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importial a equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage has a duty of full disclosure to be the working with the seller may are will accept less than the listed price, unless otherwise instructed in writing by the Seller.  That the Seller may are will accept less than the listed price, unless otherwise instructed in writing by the Buyer;  The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;  The price the Buyer should after or the price the Seller should accept;  And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.  Hawever, it is understood that factual market information about comparable properties and information known to the Listing Brokerage to be disclosed to both Seller and Buyer to assist them to come t	o prospective, Commission sh The following in	buyer, pur hall be dee information	or, a landlord, lessor, in richaser, lenorit or lesse emed to include other r in is confirmed by the un	or a prospective, seller, vend ee and "sale" includes a leas emuneration. idersigned salesperson/broks	or, landlard or lessor and "Buyer" includes a purchaser, a tenant, lessee a e, and "Agreement of Purchase and Sale" includes on Agreement to Lease or representatives of the Brakerrae(s). If a Connecating Brakerrae is involved
1. LISTING BROKERAGE  a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is butther understood and agreed that.  11	in me nonsacii	ion, the bro	ukerages agree to co-o	perate, in consideration of, a	nd on the terms and conditions as set out below.
The Listing Brokerage represents the interests of the Seller in this transaction, it is further understood and agreed that.  The Listing Brokerage is not representing or providing Customer Service to the Buyer  (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)  The Listing Brokerage is providing Customer Service to the Buyer  MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importial a equally protect the interests of the Seller and the Buyer, in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage shall not disclose:  * That the Seller may ar will accept less than the listed price, unless otherwise instructed in writing by the Seller,  That the Buyer may ar will pay more than the offered price, unless otherwise instructed in writing by the party to which information about the Seller or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice:  The price the Buyer should offer or the price the Seller should accept;  And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.  However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.  Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property)	required by the	e Real Estal	te and Business Broker	signed salesperson/broker n s Act, 2002, (REBBA).	epresentative(s) of the Brokerage(s) hereby declare that he/she is insured a
The Listing Brokerage is not representing or providing Customer Service to the Buyer (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)  The Listing Brokerage is providing Customer Service to the Buyer MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importial or equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage shall not disclose.  That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Buyer; The motivation of or personal information about the Seller or Buyer unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute froudulent, unlawful or unethical practice; The price the Buyer should offer or the price the Seller should accept; And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer. However, it is understood that factual market information about compatible properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.  Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)					
The Listing Brokerage is providing Customer Service to the Buyer  **MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importial a equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage Hawever, the Listing Brokerage shall not disclose:  * That the Seller may ar will accept less than the listed price, unless otherwise instructed in writing by the Seller,  * That the Buyer may ar will pay more than the offered price, unless otherwise instructed in writing by the Buyer;  * The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice.  * The price the Buyer should offer or the price the Seller should accept;  * And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.  However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.  Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)	اعا (۵		ng Brokerage represent	ts the interests of the Seller in	this transaction. It is buther understood and agreed that
MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importial a equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage shall not disclose:  That the Seller may ar will accept less than the listed price, unless otherwise instructed in writing by the Seller; The motivation of ar personal information about the Sellar or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice; The price the Buyer should offer or the price the Seller should accept; And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer. However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.  Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)		_	(If the Buyer is working	s is not representing or providing with a Co-operating Brake	ling Custamer Service to the Buyer rage, Section 3 is to be completed by Co-operating Brokerage)
represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be importful a equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be the Seller and the Buyer, including a requirement to disclose all focusal information about the property known to the Listing Brokerage hall not disclose:  That the Seller may ar will accept less than the listed price, unless otherwise instructed in writing by the Seller, That the Buyer may ar will pay more than the offered price, unless otherwise instructed in writing by the Buyer; The motivation of an personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice; The price the Buyer should offer or the price the Seller should accept; And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer. However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.  Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)			The Listing Brokerage	is providing Customer Servi	ce to the Buyer
<ul> <li>The motivation of or personal information about the Sellar or Buyer, unless otherwise instructed in writing by the party to which information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;</li> <li>The price the Buyer should offer or the price the Sellar should accept;</li> <li>And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.</li> <li>However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Sellar and Buyer to assist them to come to their own conclusions.</li> <li>Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)</li> </ul>	ь) 🗀	equally p the Seller However	protect the interests of the S protect the interests of r and the Buyer, includ r, the Listing Brokerage	eller and the Buyer, with the the Seller and the Buyer in ling a requirement to disclose shall not disclose:	ir consent, for this transaction. The Listing Brokerage must be importial and this transaction. The Listing Brokerage has a duty of full disclosure to both all factual information about the property known to the Listing Brokerage.
Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)		The information of the And However, concerning the T	motivation of or perso ermation applies, or unl price the Buyer should t, the Listing Brokerage i, it is understood that fo ng potential uses for the	pay more than the offered pi not information about the Sel ess foilure to disclose would a offer or the price the Seller s shall not disclose to the Buye actual market information about property will be disclosed to	ice, unless otherwise instructed in writing by the Buyer; let or Buyer, unless otherwise instructed in writing by the party to which the constitute fraudulent, unlawful or unethical practice; hould accept; or the terms of any other offer, but comparable properties and information known to the Listing Brokerage to both Seller and Buyer to assist them to come to their own conclusions.
	Additional comm	ments and/	or disclosures by Listin	ng Brokerage: (e.g. The Listing	Brokerage represents more than one Buyer offering on this property.)
2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT USTED  The Brokerage  (does/does not)  by the Seller in accordance with a Saller Customer Service Agreement  or:  by the Buyer directly  Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer affering on this property.)		The Broker	or:	by the Seller in accordance by the Buyer directly	reperty is not listed with any real estate brokerage. The Brokerage will be poid e with a Saller Customer Service Agreement

INITIALS OF BUYER(5)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)









CO-OPERATING/BUYER BROKERAGE

LISTING BROKERAGE

The recommendation of the provided by the recommendation of the provided to the commendation of the commen

Brokerage completes Section 1.
the Buyer in this transaction.
tryice to the Buyer in this transaction.
er and has not entered into an agreement to provide customer service(s) to the Buye
to the Buye
rege the new inflant and the first to the same of the same
rage the commission as indicated in the MLS® information for the property
to be paid from the amount paid by the Seller to the Listing Brakerage
p. The Co-operating Brokerage represents more than one Buyer offering on this
ge is receiving payment of commission from the Listing Brokerage, then the ar includes a Commission Trust Agreement, the consideration for which is the ceptable to the Seller. This Commission Trust Agreement shall be subject to and
as of the Listing brokerage's local real estate board, if the local board's MLS
hission trust Amount shall be the amount noted in Section 3 above. The Listing
regulations.
PATHIPPIP AT THE PARTY OF THE P
TTATIVE(5) OF THE BROKERAGE(S) (Where applicable)
J. A. ROLSTON LTD. REAL ESTATE BROKERAGE [Name of Listing Brokerage]
TO. POX 576. 26 STREETITE ST RAST LITTLE CURRENT ON POPINO
1
17051 255 555
Tel: (705) 368-2381 Fax: (705) 368-0445
STETSIEN ROESTON 08/21/2020
STETHEN ROLLSTON   08/21/2020     (Authorized In british bissour epiroge)   (Date)
STETMEN ROLLSTON 08/21/2020 (Authorized Belling by Sale Belling)  Stephen Bellinon
STETHEN ROLLSTON   08/21/2020     (Authorized In british bissour epiroge)   (Date)
STETHEN ROLLSTON  (Authorized is british bets a breadings)  (Authorized is british bets a breadings)  (Authorized is british bets a breadings)  (Print Name of Salesperson/Broker/Broker of Record)
STETMEN ROLLSTON 08/21/2020 (Authorized Belling by Sale Belling)  Stephen Bellinon
STETSLEN REESTON   OB/21/2020     (Authorized to birth the birth to be safe parage)   (Date)     Stephen Bolston     (Print Name of Salesperson/Broker/Eroker of Record)     if the Brokerage represents more than one client for the transaction)
SPETSIEN REPSON  [Authorized to bird by be based returnings]  [Print Name of Salesperson/Broker/Broker of Record]  [Print Name of Salesperson/Broker/Broker of Record]  [In the Brokerage represents more than one client for the transaction)  [BUYER'S INITIALS  SELLER'S INITIALS
STETSLEN REESTON   OB/21/2020     (Authorized to birth the birth to be safe parage)   (Date)     Stephen Bolston     (Print Name of Salesperson/Broker/Eroker of Record)     if the Brokerage represents more than one client for the transaction)
SPETSIEN REPSON  [Authorized to bird by be based returnings]  [Print Name of Salesperson/Broker/Broker of Record]  [Print Name of Salesperson/Broker/Broker of Record]  [In the Brokerage represents more than one client for the transaction)  [BUYER'S INITIALS  SELLER'S INITIALS
STETSLEN REESTON  [Authorized to birth by be \$350 frebrage] [Date]  Stephen Bolston  [Print Name of Salesperson/Broker/Broker of Record]  if the Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS
STETSLEN REESTON  [Authorized to birth by be \$350 frebrage] [Date]  Stephen Bolston  [Print Name of Salesperson/Broker/Broker of Record]  if the Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS
STETSLEN REESTON  [Authorized to birth by be \$350 frebrage] [Date]  Stephen Bolston  [Print Name of Salesperson/Broker/Broker of Record]  if the Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS
SPETSLEA REPSTON  [Authorized to birth by be based returnings]  Stepheno Boliston  [Print Name of Salesperson/Broker/Broker of Record]  if the Brokerage represents more than one client for the transaction)  BUYER'S INITIALS  SELLER'S INITIALS
STETSLEAN RECESSOR   Date     STETSLEAN RECESSOR   Date     STEPSLEAN RECESSOR   Date     STETSLEAN RECESSOR   Date     STEPSLEAN RECESSOR   Date     STEP
STETSLEAN RECESTOR   Date   Date     STETSLEAN RECESTOR   Date     STEPSLEAN RECESTOR   Date     STETSLEAN RECESTOR   Date
STETSLEAN RECESTOR  [Authorized to birth by birth by basson by bas
STETSLEAN RECESSOR   Date     STETSLEAN RECESSOR   Date     STEPSLEAN RECESSOR   Date     STETSLEAN RECESSOR   Date     STEPSLEAN RECESSOR   Date     STEP



Stantec Consulting Ltd. 200-835 Paramount Drive, Stoney Creek ON L8J 0B4

August 17, 2020 File: 165001086

Attention: David Williamson, CAO
Town of Northeastern Manitoulin and The Islands
14 Water Street East, P.O. Box 608
Little Current ON POP 1K0

Dear Mr. Williamson,

Reference: Planning, Preliminary Design and Class Environmental Assessment Highway 6 Little Current Swing Bridge Study (GWP 5268-14-00) Permission to Access Property

Stantec Consulting Ltd. has been retained by the Ontario Ministry of Transportation (MTO) to undertake a Planning, Preliminary Design and Class Environmental Assessment (Class EA) Study for the Highway 6 Little Current Swing Bridge located in the Town of Northeastern Manitoulin and the Islands in Northeastern Ontario. The purpose of this study is to identify a Recommended Plan that addresses current and future transportation needs at the bridge crossing.

As part of this Class EA, Stantec Consulting Ltd. will be undertaking a Stage 2 archaeological assessment and geotechnical investigation in the study area. The purpose of these investigations is to obtain field information necessary to identify potential impacts and mitigation measures for the final Recommended Plan.

The Stage 2 archaeological assessment will be completed in accordance with the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI) standards, and will consist of the test pit survey method at 5 m intervals. The MHSTCI's standards require that each test pit be approximately 30 cm in diameter, excavated to at least 5 cm into subsoil, and have all soil screened through 6 mm hardware cloth to facilitate the recovery of any cultural material that may be present.

The geotechnical investigation will include in-water and on-land borehole drilling, to determine the conditions of the subsurface and bedrock materials in the area. At this time, one borehole is planned to be advanced at each shoreline to determine the subsurface conditions at proposed bridge abutment locations. The in-water drilling will be facilitated by the use of a barge. Relevant permits have been obtained to complete the work within the North Channel.

August 17, 2020 David Williamson, CAO Page 2 of 2

Reference: Planning, Preliminary Design and Class Environmental Assessment Highway 6 Little Current Swing Bridge Study (GWP 5268-14-00) Permission to Access Property

During this fieldwork, it may be necessary for field staff to enter your property (see attached plan) to access the investigation areas. This letter confirms that MTO will use its best efforts to minimize any inconvenience or damage to the property and will assume responsibility for, and indemnify and save you from and against any and all damages, liability, liens or claims which might occur as a result of, or be caused by the site visit. The Ministry's staff and/or project consultant will not enter private property without receiving prior permission from the property owner.

We kindly request your permission for field staff to conduct the investigations on your property between mid-August and mid-September. Specifically, archaeological fieldwork is planned to occur in mid- to late-August, and geotechnical work is planned to occur in late-August to mid-September. Please note that the work associated with your property would not constitute the full fieldwork period, and that permission for this period provides flexibility in the event of inclement weather and/or delays relating to scheduling.

If you wish to provide our staff with permission to enter your property for fieldwork investigations, please sign and return the attached permission form via email to diana.addley@stantec.com.

Your cooperation in this matter is greatly appreciated.

Regards,

Stantec Consulting Ltd.

Diana Addley

Senior Environmental Planner

Phone: (905) 415-6401 diana.addley@stantec.com

Attachment: Permission to Enter Form, Property Location Plan

c. G. May - Town of Northeastern Manitoulin and The Islands

M. Delfino, J.Haddow – Ministry of Transportation

G. Cooke, T. Belliveau – Stantec Consulting Ltd.



For Ir	nternal Use Only
W.P. No.;	
Highway No.:	
Dist. No.:	Region:
P-Plan:	

# PERMISSION TO ENTER

Owner(s) Name and Address:		
Town of Northeastern Manitoulin and The Isl	lands	
Town or Horiticasion Marittain and The 1st	undo	
As owners of:		
Lot/Block:	С	Concession/RP:
Town/Township:	N	Municipality: Northeastern Manitoulin and the Islands Seographic Township: Township of Howland
Part(s)/Sketched:		Inistry Plan:
PIN: 471221050 and 471220890		Registration #:
Registry Office: Manitoulin (31)	R	Registration Division:
Transportation, Ontario, Her employees, age property for the purpose of undertaking a Stainvestigation, including borehole drilling, and	ents, dage 2 othe nmer	r similar examinations of the property to provide the ntal assessment that is needed to assess route
The granting of this permission in no way con the work, and I/We reserve the right to file a from the day on which the damage becomes	claim	tes a release for damages that may be caused by for any injury, loss or damage within two years ent.
The Minister assumes the risk of injury or da Owner(s) to defend against third party claims the extent that the injury or damages are cau	s, aris	sing out of the Minister's use of the land except to
Dated at	his	day of
	_	
Print Name(s) (and position held if corporation)	o <del>-</del>	Print Name(s) (and position held if corporation)
tame(o) (and position field if ourporation)		Thirt Harrieta / tarid position field it corporation)
Signature(s)	-	Cignothus/s)
ज्ञाताया <i>च(७)</i>		Signature(s)
Nitness (where executing party is not a corporation)	:-	Seal or Authority To Bind (if corporation)





Legend Property Request - Permission to Enter Approximate Property Boundary

PRELIMINARY

(A) original document size of 11x17)

Project Location Town of NEMI 145001086 REVA Prepared by JW on 2020-07-31

CHAILPTOJECT
MINISTRY OF TRANSPORTATION
PLANNING, PREUMINARY DESIGN HIGHWAY 6
LITTLE CURRENT SWING BRIDGE STUDY (GWP 5288-14-00)

471221050, 471220890
Owner
THE CORPORATION OF THE TOWN OF LITTLE
CURRENT



Stantec Consulting Ltd. 200 – 835 Paramount Drive, Stoney Creek ON L8J 0B4

August 14, 2020 File: 165001086

Attention: Gary May, Manager of Public Works
Town of Northeastern Manitoulin and The Islands
14 Water Street East
P.O. Box 608
Little Current ON P0P 1K0

Dear Mr. May,

Reference: Planning, Preliminary Design and Class Environmental Assessment

Highway 6 Little Current Swing Bridge Study (GWP 5268-14-00)

**Study Update** 

Stantec Consulting Ltd. has been retained by the Ontario Ministry of Transportation (MTO) to undertake a Planning, Preliminary Design and Class Environmental Assessment (Class EA) Study for the Highway 6 Little Current Swing Bridge located in the Town of Northeastern Manitoulin and the Islands in Northeastern Ontario. The purpose of this study is to identify a Recommended Plan that addresses current and future transportation needs at the bridge crossing. This letter has been prepared to provide you with an update on the Highway 6 Little Current Swing Bridge Study.

To date, two Public Information Centres (PICs) have been held for the study. The second PIC was held on July 17, 2019, and provided stakeholders, Indigenous communities, and the public with an opportunity to review the assessment of Alternatives to the Undertaking, the preliminary design alternatives, the proposed evaluation criteria and evaluation process, and to address questions or concerns directly with representatives of the project team.

Following the second PIC, the project team has been reviewing input from stakeholders, Indigenous communities, and the public, and is in the process of evaluating alternative design concepts. To support the evaluation process, archaeological and geotechnical field investigations will be undertaken this summer. This will include in-water and on-land geotechnical testing to determine the conditions of the subsurface and bedrock materials at the site, and Stage 2 land archaeological assessment at the north and south sides of the channel.

August 14, 2020 Gary May, Manager of Public Works Page 2 of 2

Reference: Planning, Preliminary Design and Class Environmental Assessment

Highway 6 Little Current Swing Bridge Study (GWP 5268-14-00)

Study Update

Due to the COVID-19 pandemic, the third and final PIC has been delayed; however, it is anticipated that a preliminary preferred plan will be presented publicly in fall/winter 2020. The project team has been and will continue to evaluate the feasibility of in-person presentations for PIC 3; however, the team may seek to present the materials online depending on physical distancing requirements at that time. Additional information regarding PIC 3 will be provided as it becomes available. Consultation via letters, email, telephone, and the project website will continue throughout the study and the project website, www.swingbridgestudy.ca, will continue to provide project information and updates.

If you have further questions about the study, including the upcoming presentation or summer field investigations, please contact the undersigned.

Regards,

Stantec Consulting Ltd.

Diana Addlev

D. Adella

Senior Environmental Planner

Phone: (905) 415-6401 diana.addley@stantec.com

c. M. Delfino, J. Haddow – Ministry of Transportation G. Cooke, T. Belliveau - Stantec Consulting Ltd.



August 19, 2020

19

#### MEDIA RELEASE

The Association of Municipalities of Ontario (AMO) conference just finished, and members of the FONOM board were pleased to participate over the three-day event. It was an opportunity for us to share and learn with our municipal colleagues from across the province. AMO and its partners did a great job in hosting this virtual event, and the plenary and concurrent sessions were varied and of benefit to our membership. We look forward to meeting in person next year with the City of London as our host.

FONOM wishes to thank all that let their name stand for election to the AMO Board of Directors. We congratulate Mayor Roger Sigouin, Councillor Randy Hazlett, Councillor Deb McIntosh and AMO's Past President Mayor Jamie McGarvey.

Some of the FONOM board also had an opportunity to virtually meet with Premier Ford's cabinet members to discuss issues of importance to municipalities in northeastern Ontario. We discussed the governance of OPP Detachments and the current five Health Units in the Northeast and once they transition. We talked about promoting Northern Ontario economic development, with a post-pandemic lens as a healthy place to grow one's business.

We also had a lengthy discussion about broadband. Even with the funding previously disbursed and the currently allocated funding, all agreed more is needed. No one community, association, or province will be able to tackle this issue. It is apparent the FONOM will have to join with others to work tirelessly together, to build a National Broadband Initiative.

We look forward to partnering with municipalities, municipal associations not only in Ontario but across the country. We must work side by side with provincial governments when talking with not only the federal government but the CRTC and telecommunications companies as well. President Danny Whalen stated, "that only together will reliable, strong broadband be provided to communities and citizens across the country" and "we look forward to linking arms with Minister's Scott, Clark & Rickford to get you connected."

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

President Danny Whalen

705-622-2479

615 Hardy Street North Bay, ON P1B 8S2 Tel: (705) 478-7672 Email: fonom.info@gmail.com Website: www.fonom.org

# Manitoulin Centennial Manor Board of Management Meeting June 18, 2020 (unapproved)

#### Present via teleconference:

Pat MacDonald, Wendy Gauthier, Hugh Moggy, Dawn Orr, Dan Osborne, Art Hayden, Keith Clement; Extendicare Regional Director Tamara Beam; Administrator, Marie Howard, DOC

Guest: Recorder: Tom Sasvari & Expositor: Alicia McCutcheon

#### 1.0 Call to order

Meeting called to order at 10:05 a.m. by Chair, Pat MacDonald. The members of the Board would like to extend a special Thank You to all our staff for all their support and commitment to keeping our resident safe during this difficult time.

# 2.0 Approval of Agenda

27/20 Orr/Osborne

That we approve the agenda

#### 3.0 Approval of Minutes

28/20 Hayden/Gauthier

That we approve the minutes April 21, 2020

... carried

## 4.0 Business Arising from Minutes

none

#### 5.0 Correspondence

none

#### 6.0 Administrator's Report

29/20 Orr/Moggy

That we accept the Administrator's Report as presented by Tamara Beam

...carried

### 7.0 Extendicare Report

30/20 Moggy/Osborne

That we approve the Financial Statements for May 31, 2020 as presented by Keith Clement, Regional Director.

...carried

#### 31/20 Hayden/Orr

That we approve Extendicare to approach Deloitte on our behalf to engage in discussion for contracting their services to pursue the recent court ruling that may allow the home to retroactively receive increased GST/PST rebates

...carried

#### 8.0 Fundraising Update

There has been no change to fundraising account from last month.

## 9.0 Out of Scope Temporary Pandemic Pay

#### 32/20 Gauthier /Osborne

That we now go "in camera" at 10:50 to discuss "out of Scope Pandemic Pay" for "out of scope managers/employees"

...carried

#### 34/20 Orr/Osborne

That we to come "out of camera" at 11:05. The Board has directed Tamara Beam, Administrator to inform the mangers of the decision as decided by the Board "in camera"

...carried

## **Meeting Date**

The board decided not to have a regular meeting in June, and the next regular meeting will be August 20, 2020 at 10:00 AM

## 10.0 Adjournment

### 35/20 Hayden

That we now adjourn the meeting at 11:10 a.m.

...carried