



AGENDA – Regular Meeting of Council

Wednesday, March 29 , 2023

1:00 PM

Magnetawan Community Centre

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- 1.1 Call to Order
- 1.2 Adoption of the Agenda
- 1.3 Disclosure of Pecuniary Interest
- 3 1.4 Adoption of Previous Minutes

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- 10 James Shedden, Donation for Insurance for Kid's Baseball
- 12 James Shedden, Promote Magnetawan at the AGO (Art Gallery of Ontario)
- 13 Ahmic Harbour Recreation & Citizens, Ahmic Community Centre Daycare Lease
- 14 Howard Rosen and Kristina Kostuk, Magnetawan Watershed Land Trust, Parking Issue along Ahmic Lake Road

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Assessment, March 3, 2023 & March 10, 2023
261 4.3 Ministry of Natural Resources and Forestry Ontario Regulation 161/17
263 4.4 Almaguin Adult Learning Centre Update Letter
264 4.5 MADD Message Appreciation Certificate
266 4.6 Request for Tender RFT-2023-01 Gravel (A+B)
278 4.7 ICYMI Council Highlights March 8, 2023

ACCOUNTS

- 279 5.1 Accounts in the amount of \$617,920.09

BY-LAWS

- 289 6.1 Zoning By-Law Amendment - Ferrante - 286 Halls Road
290 6.2 Regional Fire Training Agreement

CLOSED SESSION

In accordance with Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended,
Council shall proceed into Closed Session in order to address matters pertaining to:

- (b) personal matters about an identifiable individual
- (c) acquisition or disposition of land

CONFIRMING BY-LAW AND ADJOURNMENT

- 302 7.1 Confirm the Proceedings of Council and Adjourn



**Municipality of
Magnetawan**

COUNCIL MEETING MINUTES

March 08, 2023

1:00 pm

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Wednesday March 08, 2023, with the following present:

Mayor Sam Dunnett
Deputy Mayor John Hetherington
Councillor Bill Bishop
Councillor Jon Hind
Councillor Brad Kneller

Staff: CAO/Clerk Kerstin Vroom and Deputy Clerk Recreation and Communications Laura Brandt were present for the entire meeting. Acting Deputy Clerk Planning and Development Erica Kellogg was present for her respective section in the meeting.

OPENING BUSINESS

1.1 Call to Order

The meeting was called to order at 1:00 p.m.

1.2 Adoption of the Agenda

RESOLUTION 2023-59 Bishop-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda as presented.

Carried.

1.3 Disclosure of Pecuniary Interest

Mayor Sam Dunnett stated that should anyone have a disclosure of pecuniary interest that they could declare the nature thereof now or at any time during the meeting.

*Deputy Mayor John Hetherington declared a pecuniary interest for Agenda Item 2.4 due to being a member of the Almaguin Community Hatchery Program.

1.4 Adoption of the Previous Minutes

RESOLUTION 2023-60 Kneller-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes meetings on February 15, 2023, at 10am; February 15, 2023, at 1pm; and March 1, 2023, as copied and circulated.

Carried.

STAFF REPORTS, MOTIONS AND DISCUSSION

2.1 Consent Application – 499 Rosskopf Road – Langford

RESOLUTION 2023-61 Hind-Kneller

WHEREAS the Municipality of Magnetawan has received a request to support an application for consent for creation of 2 new lots located at 499 Rosskopf Road, Magnetawan which is a municipally maintained public road, (Langford 4944 00 0121600). The property is legally described as CON 1, PART LOT 26 & 27 Township of Chapman hereinafter referred to as “the Lands”;

WHEREAS the Municipal planning consultant has provided a report on the application with conditions;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan supports in principle the consent application for the Lands, which is valid only for a period of six (6) months; subject to the following conditions:

- *That the foregoing conditions be fulfilled within two years of the notice of decision of the Planning Board;*
- *Draft Reference Plan to be approved by the Municipality prior to registration;*
- *Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;*
- *Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;*
- *A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;*
- *Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed and Retained Lots can be adequately serviced by individual on-site septic systems;*
- *Payment of all taxes, municipal legal fees, planning fees, all fees as per the current Fees and Charges By-law, Park Land Dedication By-law and all other fees associated with the processing of this application;*
- *The applicant enter into a Limited Service Agreement to be registered on title for Lot #2;*
- *That the applicant create a legal right of way for access to Lot #2;*
- *That the Applicant receive written acknowledgment from the Municipality that there is suitable location for entrance on severed lot #1;*
- *That an development and/or a consent agreement be entered into to establish a building envelope on both severed lots ensuring appropriate setback from adjacent aggregate operation which will be registered on title;*
- *That a Zoning By-law Amendment be submitted to rezone severed Lot #1 to address the non-compliant minimum lot area requirement.*

Carried.

2.2 Site Plan Agreement – CON 8, PT Lot 27 – 3737 Highway 124 – Zubatiuk/Seaman

RESOLUTION 2023-62 Bishop-Hind

WHEREAS, an application for a Consent for Zubatiuk/Seaman - CON 8 PT Lot 27 - was approved by the Council with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

AND WHEREAS, Council is granted the power pursuant to 51(26) of the Planning Act, R.S.O. 1990, to enter into an agreement to be registered against the land to which the consent applies;

AND WHEREAS, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Municipality of Magnetawan hereby amends the Consent condition to require a Consent Agreement;

AND FURTHER hereby approves the DRAFT Consent Agreement and a by-law on this matter will be passed later on in the meeting.

Carried.

2.3 Road Use Agreement – CON 9 LT 21 – Off Stayners Road – Tot

RESOLUTION 2023-63 Hind-Kneller

WHEREAS the Council of the Municipality of Magnetawan receives a request from Jonny Tot to enter into a Road Use Agreement to open and maintain approximately 830 ft of the Unopened Road Allowance off Stayners Road between CON 9 LOT 21 and CON 9 LOT 20 42R 6081 Part 1, to his property entrance;

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan supports in principle the entering into an agreement with Jonny Tot to upgrade and maintain a portion of the Unopened Road Allowance between CON 9 LOT 21 and CON 9 LOT 20 42R 6081 Part 1, subject the following conditions:

- That a survey be conducted of the unopened road allowance mentioned above at the sole cost of applicant;*
- That the Public Works Superintendent approve the work plan for the opening of the unopened road allowance; and*
- That all legal, planning, survey etc. fees required for the application be borne by the applicant.*

Carried.

2.4 DRAFT Motion Almaguin Community Hatchery Program

**Deputy Mayor John Hetherington declared pecuniary interest for Agenda Item 2.4 due to being a member of the Almaguin Community Hatchery Program. Deputy Mayor Hetherington left the Council Chambers and refrained from any discussion.*

RESOLUTION 2023-64 Hind-Bishop

WHEREAS the Council of the Municipality of Magnetawan is appreciative of the important work that the Almaguin Community Hatchery Program has done and continues to do within the Municipality;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan agrees to pay the additional Liability Insurance for this event for 2023 as a Council donation.

Carried.

RESOLUTION 2023-65 Bishop-Kneller

WHEREAS the Magnetawan River Watershed is an environmental and economic resource of considerable magnitude, and has a dynamic impact on the economic welfare and recreational opportunities of our collective communities;

AND WHEREAS the Municipality recognizes the environmental and economic value to the tourism industry of a viable walleye population in our waters and appreciates that walleye is the number one sought after species;

AND WHEREAS over the past years the lakes and rivers of the area have suffered a reduction in the walleye fish stocks;

AND WHEREAS the Almaguin Community Hatchery Program (ACHP) has for decades been incubating and releasing walleye fry back into the Magnetawan River Watershed to attempt to rehabilitate the resident walleye populations;

AND WHEREAS this program has also benefited the students in the surrounding areas in educating them on the importance of being involved with sustainable management of our fish and walleye resources teaching them responsible stewardship;

AND WHEREAS, the Ministry of Northern Development and Mines, Natural Resources and Forestry (MNDMNR) current FMZ15 Draft Management Plan for Fish Stocks, do not include any plans within the zone for walleye and although the plan is under review and will not be completed until 2025 or 2026, the decision is totally under the purview of the MNDMNR personnel within Zone 15;

AND WHEREAS, the ACHP has the technology, the equipment, the experience and the desire to rehabilitate the walleye fishing opportunities within the Almaguin Highlands;

AND WHEREAS, the new ACHP hatchery trailer has the ability to produce up to 6 million high-quality fry properly prepared for successful stocking, and it would be advantageous to this strategy for local municipalities, resorts and associations to support this initiative as well as to enhance future walleye stocks;

NOW THEREFORE BE IT RESOLVED, that the Municipality of Magnetawan respectfully requests that the Almaguin Community Hatchery Program be permitted to continue its invaluable work in restocking walleye and educating students about stewardship in the Almaguin Area, and that Staff is directed to forward this resolution to the Magnetawan River Watershed Communities as well as the Hon. Graydon Smith seeking support.

Carried.

2.5 DRAFT By-law Ahmic Lake Road Speed

RESOLUTION 2023-66 Bishop-Hetherington

WHEREAS the Council of the Municipality of Magnetawan passed Motion 2023-44 receiving and approving the report Ahmic Lake Rd Speed and reducing the present speed limit of 80km/h to 60km/h for the entire length of Ahmic Lake Road;

AND WHEREAS By-law 2002-31 The Speed Control By-law Section 6 states that additions and deletions to the By-law Schedules may be made when deemed necessary by Council, and such changes shall be made by Resolution;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Speed Ahmic Lake Road, and the by-law on this matter will be passed later in the meeting.

Recorded Vote Called by Bill Bishop

Bill Bishop	Yea	
Deputy Mayor John Hetherington		Nay
Jon Hind	Yea	
Brad Kneller	Yea	
Mayor Sam Dunnett		Nay

Carried.

2.6 DRAFT Set Tax Ratios for Municipal Purposes and Levy the Rates of Taxation for the Year 2023

RESOLUTION 2023-67 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Set Tax Ratios for 2023, and the by-law on this matter will be passed later in the meeting.
Carried.

2.7 Proposed Rescheduling Council Meeting Dates (March 29th & April 19th)

RESOLUTION 2023-68 Bishop-Hind

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes the Mayor and Clerk to reschedule the March 29th and April 19th meeting dates due to the Ontario Good Roads Association (OGRA) 2023 Conference;
AND FURTHER THAT Council reschedules the meeting to be held on:
Wednesday April 12, 2023*
Carried.

MUNICIPAL BOARD AND COMMITTEE MINUTES

3.1 District of Parry Sound Social Services Administration Board (DSSAB) Chief Administrative Officer's Report February 2023

RESOLUTION 2023-69 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Municipal Boards and Committee Minutes as copied and circulated.
Carried.

CORRESPONDENCE

4.1 Ministry of Natural Resources and Forestry Proposed Changes to Floating Accommodations Ontario Regulation 161/17

4.2 Federation of Northern Ontario Municipalities (FONOM), FONOM joins with Police Departments and Associations to discuss Catch and Release

4.3 OPP MPB Financial Services Unit (OPP) October to December 202 Detachment Revenues

4.4 February 2023 Newsletter

4.5 Reloadable Landfill Cards Poster

4.6 ICYMI Council Highlights February 15, 2023

RESOLUTION 2023-70 Bishop-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence items as copied and circulated.
Carried.

ACCOUNTS

5.1 Accounts in the amount of \$392,402.97

RESOLUTION 2023-71 Hind-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$392,402.97 as presented.

Carried.

BY-LAWS

6.1 Establish a Schedule of Retention Periods for Records, Documents and Other Papers

6.2 Site Plan Agreement – CON 8, PT Lot 27 – 3737 Highway 124 – Zubatiuk/Seaman

6.3 Ahmic Lake Road Speed

6.4 Set Tax Ratios for Municipal Purposes and Levy the Rates of Taxation for the Year 2023

RESOLUTION 2023-72 Hetherington-Bishop

BE IT RESOLVED THAT by the Council of the Municipality of Magnetawan that the following by-laws are now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book:

6.1 Establish a Schedule of Retention Periods for Records, Documents and Other Papers

6.2 Site Plan Agreement – CON 8, PT Lot 27 – 3737 Highway 124 – Zubatiuk/Seaman

6.3 Ahmic Lake Road Speed

6.4 Set Tax Ratios for Municipal Purposes and Levy the Rates of Taxation for the Year 2023

Carried.

CLOSED SESSION

In accordance with Section 239(2) of the Municipal Act, 2001, s.o. 2001, c.25, as amended, Council shall proceed into Closed Session in order to address matters pertaining to:

(b) personal matters about an identifiable individual

(c) acquisition or disposition of land

RESOLUTION 2023-73 Bishop-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 2:05pm pursuant to Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, Council shall proceed into Closed Session in order to address matters pertaining to:

(b) personal matters about an identifiable individual

(c) acquisition or disposition of land

Carried.

RESOLUTION 2023-74 Kneller-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 3:45 pm.

Carried.

CONFIRMING BY-LAW AND ADJOURNMENT

7.1 Confirm the Proceedings of Council and Adjourn

RESOLUTION 2023-75 Hetherington-Bishop

BE IT RESOLVED by the Council of the Municipality of Magnetawan that the Confirming By-law is now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book;

AND FURTHER THAT, this meeting is now adjourned at 3:50 pm to meet again on Wednesday March 29, 2023, at 1:00 pm or at the call of the Chair.

Carried.

Approved by:

Mayor

Clerk

DRAFT



COUNCIL DEPUTATION REQUEST

Any written submissions and background information for consideration by Council must be submitted to the Clerk's office at least 7 (seven) days prior to the set meeting date.

PLEASE PRINT

COUNCIL DATE REQUESTED: March 29th (subject to availability)

SUBJECT: baseball Insurance

NAME: Jim Shedden

ADDRESS: 39 bay St, Magnetawan

PHONE: HOME: 705-203-0117 BUSINESS: same

EMAIL ADDRESS: jamesb.greatnorthandarrow@gmail.com

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)

BRIEF STATEMENT OF ISSUE OR PURPOSE OF DEPUTATION (you may attach additional information)

To seek a donation from the town to pay for insurance for the Magnetawan kids baseball team.

Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at clerk@magnetawan.com or 705 387 3947

Submission of this form does not automatically guarantee you will be granted a deputation. The Clerk will notify you of the date and time for your deputation.

Laura Brandt

Subject: FW: Question Municipality of Magnetawan -Baseball

From: Sent: Tuesday, March 7, 2023 2:44 PM
To: Laura Brandt <lbrandt@magnetawan.com>;
Cc: Kerstin Vroom <Clerk@magnetawan.com>
Subject: RE: Question Municipality of Magnetawan -Baseball

Hello,
The policy would be in Mr. Sheddon's name and the waivers should align (waiver signed for Mr. Sheddons). You can also require waivers for when the participants are using Municipal property. We would still recommend proof of vulnerable sector check for Mr. Sheddon and any other coach, trainer involved.
Take care,
Tim

From: Sent: Tuesday, March 7, 2023 1:28 PM
To: Laura Brandt <lbrandt@magnetawan.com>;
Cc: Kerstin Vroom <Clerk@magnetawan.com>
Subject: RE: Question Municipality of Magnetawan -Baseball

Good afternoon,
Sorry for the delayed response – we have received a quote for the coverage and the premium is \$225.00 plus 8% tax to cover the team with a limit of \$5M and naming the Municipality as Additional Insured.
Please let me know if you have any questions.
Thank you,
Tim

From: Laura Brandt
Sent: Friday, March 3, 2023 11:09 AM
To: Timothy Hutchison
Cc: Kerstin Vroom <Clerk@magnetawan.com>
Subject: FW: Question Municipality of Magnetawan -Baseball

Good Morning Tim and Cheryl
Hope you are doing well 😊
I am reaching out once again regarding Baseball.
Currently the surrounding municipalities are creating a local unregistered league to play one another where there will be 4 away and 4 home games plus practices. Municipal Staff will not be involved in the running of the team, but Council is looking at having the team covered by Municipal insurance. We would of course have all participants sign our waivers and to secure a quote I know you had said that you need to know number of players on the team, the coaching experience, the number of games they plan on attending and confirm that background checks are completed for all coaching staff.
I would say that there could be around 20 kids on the team and the gentleman who is looking at organizing this does have some previous experience as he was previously involved as a coach last year in the Village of Burks Falls.
If you could let me know anything else, we would require and how much we would be looking at for the cost of the rider it would be much appreciated.
Have a great day
Laura



COUNCIL DEPUTATION REQUEST

Any written submissions and background information for consideration by Council must be submitted to the Clerk's office at least 7 (seven) days prior to the set meeting date.

PLEASE PRINT

COUNCIL DATE REQUESTED: March 29th (subject to availability)

SUBJECT: Photography - Art Gallery of Ontario

NAME: Jim Shedden

ADDRESS: 39 bay St, Magnetawan

PHONE: HOME: 705-203-0117 BUSINESS: same

EMAIL ADDRESS: jamesb.greatnorthandarrow@gmail.com

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)

BRIEF STATEMENT OF ISSUE OR PURPOSE OF DEPUTATION (you may attach additional information)

promote Magnetawan at the AGO

Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at clerk@magnetawan.com or 705 387 3947

Submission of this form does not automatically guarantee you will be granted a deputation. The Clerk will notify you of the date and time for your deputation.



COUNCIL DEPUTATION REQUEST

Any written submissions and background information for consideration by Council must be submitted to the Clerk's office at least 7 (seven) days prior to the set meeting date.

PLEASE PRINT

COUNCIL DATE REQUESTED: March 29/23 (subject to availability)

SUBJECT: Ahmie Harbour Community Centre

NAME: Chantal Forget

ADDRESS: 19 John Street

Ahmie Harbour On

POA 1A0

PHONE: HOME: (705) 346-9520 BUSINESS: (705) 773-8409

EMAIL ADDRESS: Chantal2322@gmail.com

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)

Ahmie Harbour Recreation + Citizens

BRIEF STATEMENT OF ISSUE OR PURPOSE OF DEPUTATION (you may attach additional information)

FOR ME to mention
that Ahmie Harbour
has alot of events planned + having
a lease for a daycare will not allow
locals to do their events or anyone to

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Rent
for parties
or
weddings

Submission of this form does not automatically guarantee you will be granted a deputation. The Clerk will notify you of the date and time for your deputation.

Locals feel that their opinions should
be heard before a daycare building
is leased



COUNCIL DEPUTATION REQUEST

Any written submissions and background information for consideration by Council must be submitted to the Clerk's office at least 7 (seven) days prior to the set meeting date.

PLEASE PRINT

COUNCIL DATE REQUESTED: March 29, 2023 (subject to availability)

SUBJECT: Parking issue along Ahmic Lake Road

NAME: Kristina Kostuk

ADDRESS: PO Box 190

Magnetawan, ON

P0A 1P0

PHONE: HOME: _____ BUSINESS: 705-427-9412

EMAIL ADDRESS: info@mwt.org

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)

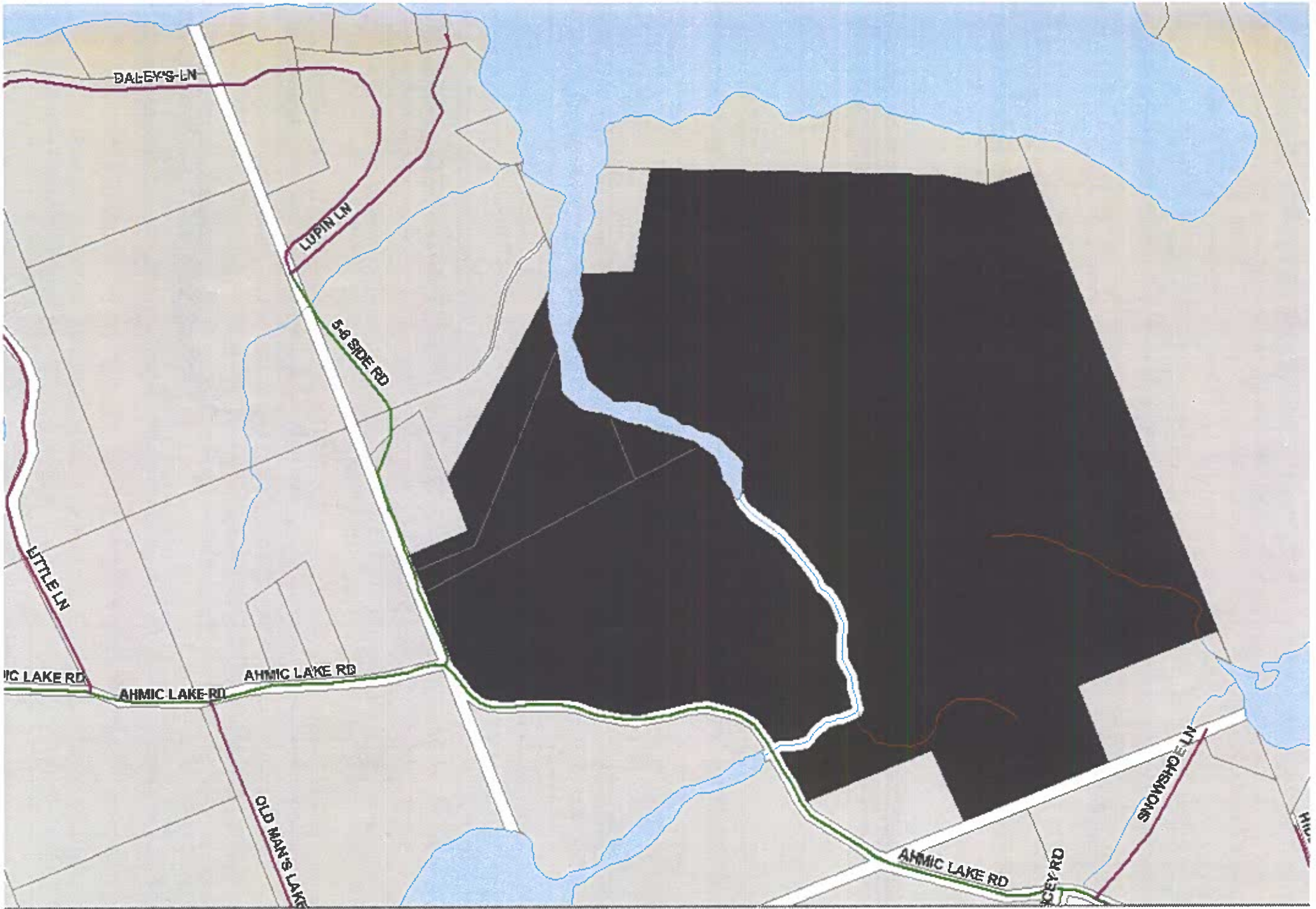
Magnetawan Watershed Land Trust (MWLT)

BRIEF STATEMENT OF ISSUE OR PURPOSE OF DEPUTATION (you may attach additional information)

~~The Magnetawan Watershed Land Trust is seeking the support of the Council of the Municipality of Magnetawan for creating safe parking areas along the shoulder of Ahmic Lake Road. Due to popularity, parking along the road has caused some safety hazards and even with installation of the no parking signs.~~

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Access to Old Man's Creek Nature Reserve



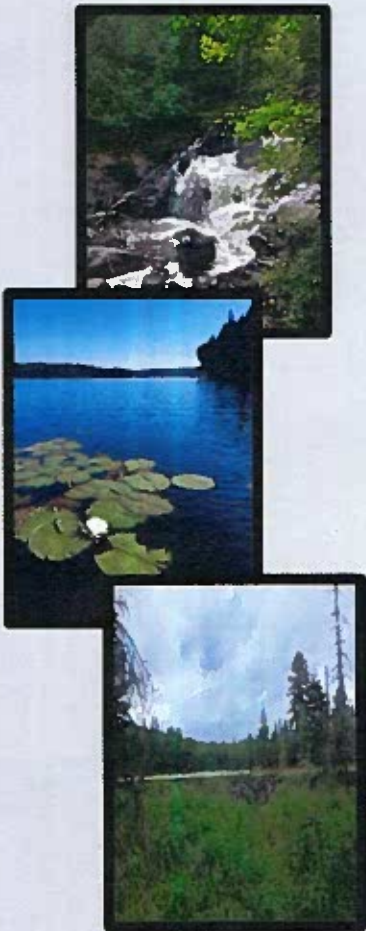
Prepared for: Magnetawan Council March 29, 2023



THE MAGNETAWAN LAND TRUST

Mission Statement:

To preserve the natural, historical, scenic, and recreational value of the Magnetawan River Watershed for the benefit of future generations through land and conservation easement acquisition for the purpose of conservation and stewardship.



Who we are

The Magnetawan Watershed Land Trust (MWLT) is a non-profit organization dedicated to the preservation of land all throughout the Magnetawan river basin.

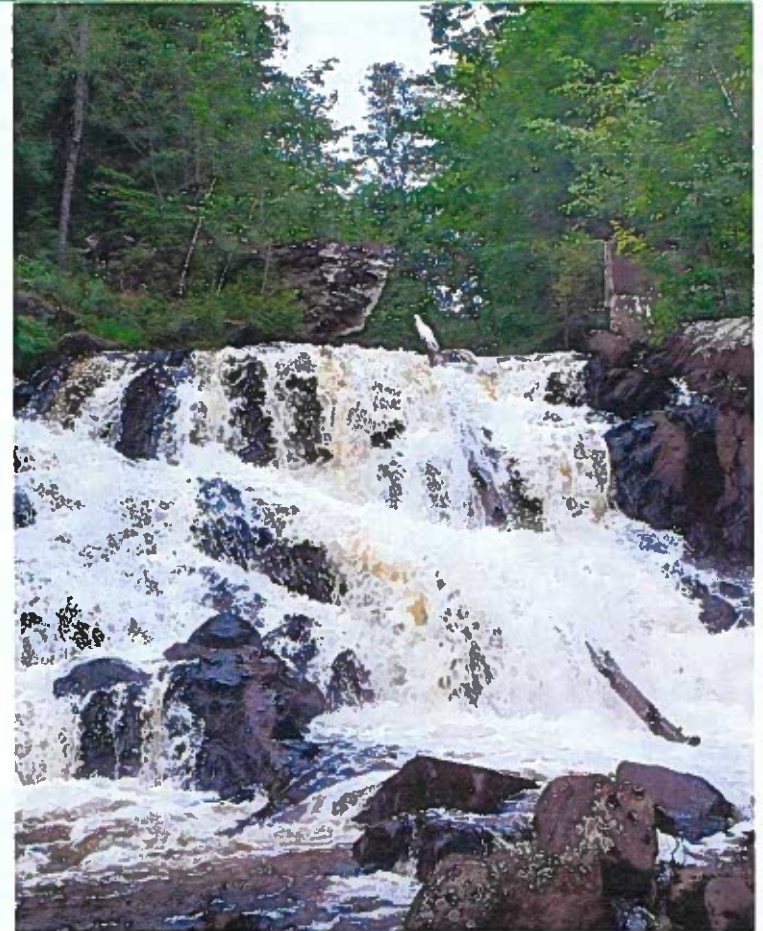
Our membership of over 100 is made up of local residents and landowners that share an interest in conservation and preservation.

Our Goal and Mission Statement:

To preserve the natural, historical, scenic, and recreational value of the Magnetawan River Watershed for the benefit of future generations through land and conservation easement acquisition for the purpose of conservation and stewardship.

Old Man's Creek Reserve

- In July 2012, Old Man's Creek and the 240 acres of forest were donated to the MWLT to permanently protect its two waterfalls and 610m (2000 ft) of frontage on Old Man's Creek for future generations;
- In January 2023, MWLT an additional 2.3 acres was donated by a landowner;
- As requested by the land owner, the Reserve is open to the public for hiking, paddling, and nature enjoyment, but remains in a natural state with minor improvements.
- We've seen a marked increase in visitors to the Reserve and traffic on Ahmic Lake Rd, as it was one of the few location that remained open during the covid lockdowns.
- As a result, in 2020, we ceased any references to OMCR on social media for use as a trail.
- We have no control of AirBnB's and 3rd party trail sites that publicize OMCR



Traffic and Parking at Old Man's Creek

- OMCR can be accessed through an entry point on Ahmic Lake Rd, near the bridge
- At present, the shoulders of the road are narrow with no room for parking
- As a result, visitors use the main entryway as a parking spot
- Cars pulled over on the shoulder and high speed limits with low visibility on Ahmic Lake road can lead to dangerous driving situations near the entryway



Proposed Solution

- The need for parking on Ahmic Lake Rd is clear, but MWLT is contractually unable to create a parking lot on the conservation property;
- More specifically, The land trust is a federally incorporated non-profit corporation , incorporated under federal conservation statutes and guidelines. The land was donated by a US land owner, specifically for conservation of all the land and protection of species at risk (plant and animal). The donation was facilitated through a number of complex conservation related agreements and government grants under provincial, federal conservation statutes and guidelines as well as specific CRA and IRS statutes and guidelines.
- We ask the council to expand the Ahmic Lake Rd shoulders near the entrance to Old Man's Creek Nature Reserve, as denoted by the stars on the preceding slide, to increase safety to drivers and visitors alike.



Thank-You



Prepared for: Magnetawan Council March 29, 2023



Moved by: _____

Seconded by: _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the recommendations of Jonathan Pauk and Jamie Robinson, Planner MHBC, supporting the application for Zoning By-law Amendment for: Ferrante-Concession 11 Lot 7 previously in the geographic township of Chapman, now in the Municipality of Magnetawan, (Roll: 4944 010 002 25200). The By-law on this matter will be passed later in the meeting.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

Member of Council	Yea	Nay	Absent
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2023 -**

Being a By-law to amend By-law No. 2001-26, as amended, the Zoning By-law for the Corporation of the Municipality of Magnetawan with respect to lands located on Concession 11, Lot 7, former Municipality of Chapman, in the Municipality of Magnetawan (Roll: 494401000225200).

WHEREAS the Council of the Corporation of the Municipality of Magnetawan is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, R.S.O. 1990;

AND WHEREAS the owner of the subject lands has filed an application with the Municipality of Magnetawan to amend By-law 2001-26 as amended;

AND WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it appropriate to amend By-law No. 2001-26 as amended;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. Schedule 'A', to Zoning By-law No. 2001-26 as amended, is further amended by zoning lands legally described as Lot 7, Concession 11, former Municipality of Chapman, in the Municipality of Magnetawan, to the Rural (RU) Zone, Rural Residential (RR) Zone and Environmental Protection (EP) Zone as shown on Schedule 'A' attached forming part of the By-law.

This By-law take effect on the date of its passage, subject to the provisions of Section 34 (30) and (31) of the Planning Act (Ontario).

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto this 29 day of March 2023.

Sam Dunnett, Mayor

Kerstin Vroom, CAO/Clerk

MUNICIPALITY OF MAGNETAWAN

NOTICE OF COMPLETE APPLICATION and PUBLIC MEETING FOR A ZONING BY-LAW AMENDMENT

TAKE NOTICE that the Municipality of Magnetawan has received a complete application to amend the Municipality's Zoning By-law under Section 34 of the *Planning Act* of the *Planning Act*, R.S.O., 1990. The Corporation of the Municipality of Magnetawan will hold a Public Meeting on:

March 29th 2023

At 1:00 pm. at the

Municipality of Magnetawan Community Centre, 4304 Hwy #520, Magnetawan, Ontario

THE PURPOSE OF THE PUBLIC MEETING is to consider a Zoning By-law Amendment application to amend Zoning By-law No. 2001-26 of the Municipality of Magnetawan, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, Chapter P. 13. A key map showing the location of the property affected by the Zoning By-law Amendment is attached to this notice.

DESCRIPTION OF THE LANDS The application for Zoning By-law Amendment applies to the subject property located at Concession 11, Lot 7, Municipality of Magnetawan.

THE PURPOSE of the proposed Zoning By-law Amendment is to implement a condition of approval, as granted by the Central Almaguin Planning Board, for Consent Application B026/22 which proposed the creation of two new lots on Halls Road East. The condition of approval requires the rezoning of the proposed lots to implement the recommendations of the Environmental Impact Study.

THE EFFECT of the application is to rezone the subject property to the Rural Residential (RR) Zone, Rural (RU) Zone and the Environmental Protection (EP) Zone.

INFORMATION AVAILABLE

Information relating to the proposed Zoning By-law Amendment application is available for public review on the Municipal website – www.magnetawan.com – or by requesting it during business hours, Monday to Friday from 8:30 am to 4:00 pm, at the Municipality of Magnetawan Municipal Office (4304 Hwy #520 Magnetawan, Ontario, POA 1P0) or by emailing: planning@magnetawan.com

NOTICE OF DECISION

If you wish to be notified of the decision of Municipality of Magnetawan on the proposed Zoning By-law Amendment you must make a written request to Erica Kellogg, Acting Deputy Clerk – Planning and Development at the Municipality of Magnetawan.

ORAL AND WRITTEN SUBMISSION – APPEAL

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Municipality of Magnetawan to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Magnetawan before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Magnetawan before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Individuals who make written submissions should be aware that their submission and any personal information in their correspondence will become part of the public record and made available to the Applicant, Committee and Council.

PLEASE SUBMIT ANY WRITTEN COMMENTS TO ERICA KELLOGG

Quoting File No: FERRANTE ZONING BY-LAW AMENDMENT

Erica Kellogg, Acting Deputy Clerk – Planning and Development

Municipality of Magnetawan

P.O. Box 70

Magnetawan, Ontario, POA 1P0

705-387-3947 ext. 1011

planning@magnetawan.com

DATED at the Municipality of Magnetawan this 9th day of March 2023

KEY MAP OF SUBJECT PROPERTY:



THE MUNICIPALITY OF MAGNETAWAN

STAFF REPORT

TO: Erica Kellogg, Acting Deputy Clerk – Planning & Development
Municipality of Magnetawan

FROM: Jonathan Pauk HBASc, MSc, MCIP, RPP & Jamie Robinson, BES,
MCIP, RPP – MHBC Planning Limited

DATE: March 23, 2023

SUBJECT Zoning By-law Amendment Application – Ferrante – 286 Halls Road
East, Municipality of Magnetawan

Recommendation

Based on the analysis contained below, MHBC Planning recommends:

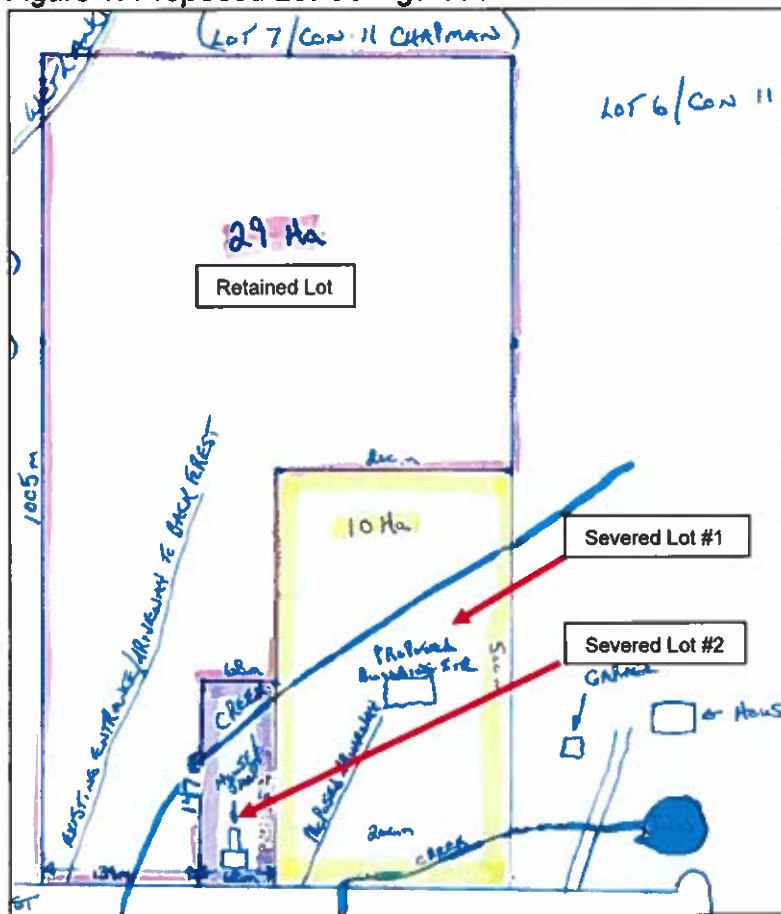
- 1. THAT** Council receive this Report;
- 2. THAT** if no comments are received that require further Staff review, that Council enact the attached Zoning By-law Amendment.

Background / Proposal

The Council of the Municipality of Magnetawan passed Resolution No 2022-278 in support of the consent application for the subject property on October 19, 2022. The Central Almaguin Planning Board provisionally approved Consent Application B026/22 on December 7, 2022. The Consent Application was submitted to create two new severed lots fronting onto Halls Road and one retained lot.

The proposed lot configuration that was supported by Council and provisionally approved by the Planning Board is shown in Figure 1.

Figure 1: Proposed Lot Configuration



The retained lot is vacant, Severed Lot 1 is vacant and Severed Lot 2 contains the existing residential dwelling.

Provisional Consent approval was granted subject to certain conditions, one of which requiring the Applicant to submit a Zoning By-law Amendment to:

1. Rezone the proposed Severed Lot #2 address the non-compliant minimum lot area requirement, and;
2. Rezone the proposed Retained Lot, Severed Lot #1 and Severed Lot #2 to implement the recommended mitigation measures contained in the Environmental Impact Study prepared by FRi Ecological Services dated August 2022.

The proposed Zoning By-law Amendment would also remove an existing General Commercial Zoning from a portion of the subject lands by rezoning this area of the lot to the Rural Zone.

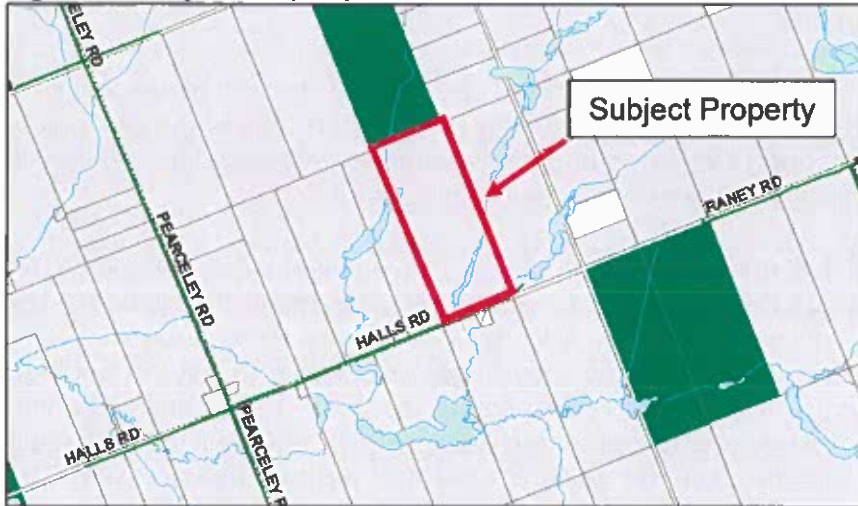
In summary, the following zoning is proposed:

- Retained Lot – Rural & Environmental Protection;
- Severed Lot 1 – Rural and Environmental Protection; and,
- Severed Lot 2 – Rural Residential & Environmental Protection.

Area Context

The subject property is located on the north side of Halls Road, as shown in Figure 2.

Figure 2: Subject Property Location



The surrounding land uses are generally described as follows:

North: A tract of Crown Land.

East: Rural residential uses fronting onto Halls Road.

South: Rural residential uses fronting onto Halls Road.

West: Rural residential uses fronting onto Halls Road and the intersection of Pearceley Road and Halls Road.

Policy Analysis

Provincial Policy Statement

The 2020 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. All land use planning decisions are required to be consistent with the PPS.

The subject lands are located outside of a settlement area and are considered by the PPS to be Rural Lands. The PPS, specifically Section 1.1.5.2, identifies that residential development, including lot creation that is locally appropriate, and other rural land uses, and agricultural uses are permitted uses on Rural Lands. The existing and proposed residential uses are permitted on the subject property.

Section 2.0 of the PPS contains policies related to the wise use and management of resources. Ontario's long-term prosperity, environmental health, and social well-being is dependent on protecting water and natural heritage features.

Section 2.1 of the PPS states that natural heritage features shall be protected for the long term. Section 2.1.6 states that *development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements*. The subject property contains a mapped wetland area. In addition, there are areas of mapped Type 1 Fish Habitat which traverse through the subject property.

Section 2.1.8 states that development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas (including fish habitat) unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological function.

In accordance with Sections 2.1.6 and 2.1.8 of the PPS, the Applicant has submitted an Environmental Impact Study (EIS) to evaluate the natural heritage features, including the mapped fish habitat. The EIS prepared by FRi Ecological Services dated August 2022, concluded that development could proceed without any negative impacts to natural heritage features subject to the implementation of certain mitigation measures. The proposed Zoning By-law Amendment seeks to delineate the environmental features and implement the mitigation measures in the EIS including a buffer from the wetland area and watercourses on site. The EIS concludes that there are building envelopes located outside of the environmental features identified on the subject lands. The Zoning proposed for the site would implement the recommendations of the EIS.

Section 3.0 of the PPS contains policies related to directing development away from natural or human made hazards. In accordance with Section 3.1 the subject property is located outside of hazardous lands and hazardous sites and not affected by a dynamic beach hazard, flooding hazard or erosion hazard. Any new development would be subject to complying with the minimum required setback of 20 metres from a watercourse, including a river or stream.

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

Municipality of Magnetawan Official Plan

Schedule A (Land Use) designates the subject property as Rural, Agricultural, and Environmental Protection. Schedule B to the Official Plan identifies that the subject property contains an unevaluated wetland and areas of Fish Habitat.

Section 4.4 of the Official Plan states that new development or site alterations shall have no negative impact on the natural features or ecological functions of significant habitat of endangered or threatened species, other significant wildlife habitat, fish habitat, a provincially significant wetland or other significant natural heritage feature or function. In accordance with this section, an EIS including an evaluation of fish habitat has been submitted by the Applicant.

Objectives of the Environmental Protection Areas include the protection of wetlands and fish habitat, and to ensure that development does not result in negative environmental impacts. An EIS was prepared and submitted with the applications that evaluated the environmental features on the subject property.

Section 4.7 of the Official Plan contains policy direction for area identified as fish habitat and states development in areas identified as being fish habitat shall be required to submit an EIS identifying the nature of the fish habitat and limits of the fish habitat areas and providing recommendations regarding preservation of the habitat. The EIS prepared by FRi Ecological Services dated August 2022 (Attachment 2) concluded that development could proceed without any negative impacts to natural heritage features subject to the implementation of the following mitigation measures:

1. *Vegetation clearing shall occur outside of the breeding bird window of April 15 – August 31 to comply with the Migratory Birds Convention Act and protect any nesting special concern birds;*
2. *Maintain a 30 m naturally vegetated buffer from wetland ecosites (G142);*
3. *Maintain a 20m naturally vegetated buffer and development setback for buildings and structures from Watercourse B;*
 - a. *a driveway accessing the easternmost proposed severed lot may encroach on the watercourse setback recommended for Watercourse B where the following additional mitigation measures are applied:*
 - i. *vehicles and equipment shall not enter or be operated in the watercourse or along the immediate banks*
 - ii. *all stockpiled materials, including but not limited to excavated overburden and topsoil and surface treatment (e.g. stone, gravel, stone dust, sand) shall be stored and stabilized in a manner that prevents entrance into the watercourse*
 - iii. *reduce erosion potential of the driveway where it is located within the recommended 20m setback by minimizing vegetation removal and the extent of clearing where possible and reducing runoff flow velocity by reducing the steepness and lengths of driveway slopes as much as possible*

The proposed Zoning By-law Amendment will implement recommendations #2 and #3 above, while recommendation #1 and #3 (a) will be implemented through a development agreement under Section 51 (26) of the *Planning Act*.

The proposed Zoning By-law Amendment conforms to the Municipality's Official Plan as it implements the recommendations of the Environmental Impact Study prepared by FRi Ecological Services dated August 2022 and facilitates the development of the lot in a manner that protects natural heritage features, including fish habitat, on the lot.

Section 5.2.1 of the Official Plan contains policies for Rural Areas in the Municipality and states that the permitted uses include agriculture and residential dwellings, among other uses. The existing residential use and future residential development are permitted uses within the Rural designation.

The proposed Zoning By-law Amendment establishes permitted uses for the lots which conform the permitted uses of the Official Plan.

Municipality of Magnetawan Zoning By-law

The subject property is currently zoned Rural Exception One (RU-1), General Commercial (CG) and Environmental Protection (EP) in the Municipality's Zoning By-law.

The Zoning By-law Amendment application implements a condition of provisional consent for application B022/21. The effect of the proposed Zoning By-law Amendment is to zone the Retained Lot and Severed Lot #1 to the Rural (RU) Zone and Environmental Protection (EP) Zone; and zone the Severed Lot #2 to the Rural Residential (RR) Zone and Environmental Protection Zone.

The Rural (RU) Zone permits single detached dwellings as well as a range of rural lands uses. The Rural Residential (RR) Zone permits single detached dwellings, home occupation, bed and breakfast establishment and resource management uses.

The proposed zoning would recognize the futures uses for the site in a manner that conforms to the Official Plan.

The Environmental Protection Zone shown on Schedule A in the draft Zoning By-law Amendment (Attachment 1) are representative of a 30 metre buffer area for Watercourse A and a 20 metres buffer area for Watercourse B, as recommended by the EIS. The Environmental Protection Zone does not permit buildings or structures, save and except for pump houses and structures for flood and erosion control, and will ensure no negative impacts to natural heritage features on the subject property.

The portion of the property currently zoned as Rural Exception One (RU-1) and the General Commercial (CG) have been removed from the subject property to accurately reflect current conditions and use of the subject property.

The Draft Zoning By-law Amendment is included as Attachment 1 to this Report.

The Zoning By-law amendment conforms to the Official Plan.

Comments From Departments

Chief Building Official

- No comment

Public Works

- No comment

Summary

It is our opinion that the proposed Zoning By-law Amendment application implements a condition of provisional consent by increasing the amount of Environmental Protection Zoning on the lots to implement the recommendations of the EIS and by zoning the site to the future uses of the lots. As such, the application is consistent with the Provincial Policy Statement, conforms to the Municipality's Official Plan, and represents good planning.

Respectively submitted,



Jonathan Pauk HBASc, MSc, MCIP, RPP
Planning Consultant
MHBC Planning



Jamie Robinson, BES, MCIP, RPP
Planning Consultant
MHBC Planning

Attachment 1 – Draft Zoning By-law Amendment

Attachment 2 – Environmental Impact Study prepared by FRi Ecological Services dated August 2022

Attachments

Attachment 1

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. _____

Being a By-law to amend By-law No. 2001-26, as amended, the Zoning By-law for the Corporation of the Municipality of Magnetawan with respect to lands located on Lot 7, Concession 11, former Municipality of Chapman, in the Municipality of Magnetawan, in the District of Parry Sound.

WHEREAS the Council of the Corporation of the Municipality of Magnetawan is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, R.S.O. 1990;

AND WHEREAS the owner of the subject lands has filed an application with the Municipality of Magnetawan to amend By-law 2001-26, as amended;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. Schedule 'A', to Zoning By-law No. 2001-26 as amended, is further amended by zoning lands legally described as Lot 7, Concession 11, former Municipality of Chapman, in the Municipality of Magnetawan, to the Rural (RU) Zone, Rural Residential (RR) Zone and Environmental Protection (EP) Zone as shown on Schedule 'A' attached forming part of this By-law.

This By-law take effect on the date of its passage, subject to the provisions of Section 34 (30) and (31) of the *Planning Act* (Ontario).

READ A FIRST AND SECOND TIME on the _____ day of ____, 2023.

READ A THIRD TIME and finally passed this _____ day of ____, 2023.

Sam Dunnett, Mayor

Kerstin Vroom, CAO/ Clerk

Schedule 'A'
286 Halls Road East
Municipality of Magnetawan
District of Parry Sound



Lands to be zoned Rural Residential (RR) Zone



Lands to be zoned Rural (RU) Zone



Lands to be zoned Environmental Protection (EP) Zone

This is Schedule 'A' to Zoning By-law Amendment _____
Passed this ____ day of _____, 2023

Mayor

Clerk

Attachment **2**



Environmental Impact Study

286 Halls Road East
Municipality of Magnetawan
District of Parry Sound

August 2022



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1. INTRODUCTION

FRi Ecological Services was retained to conduct an Environmental Impact Study (EIS) for a consent application creating two new severed lots. The retained and severed lots are situated at 286 Halls Road East (Figure 1).

A desktop review of the available information related to natural heritage values on or within 120 metres of the proposed development was conducted prior to field investigations. The following sources of information were consulted:

- Fish ON-Line, Ministry of Natural Resources and Forestry
- Make-a-Map, Natural Heritage Information Centre
- Lands Information Ontario
- Municipality of Magnetawan Official Plan
- Significant Wildlife Habitat Ecoregion 5E Criterion Schedule

Five natural heritage categories were considered to complete an EIS that is consistent with the Provincial Policy Statement (2020) considerations including: Habitat of Endangered and Threatened Species, Significant Wetlands, Significant Wildlife Habitat, Significant Areas of Natural and Scientific Interest, and Fish Habitat. A summary of the findings for each value is included below.

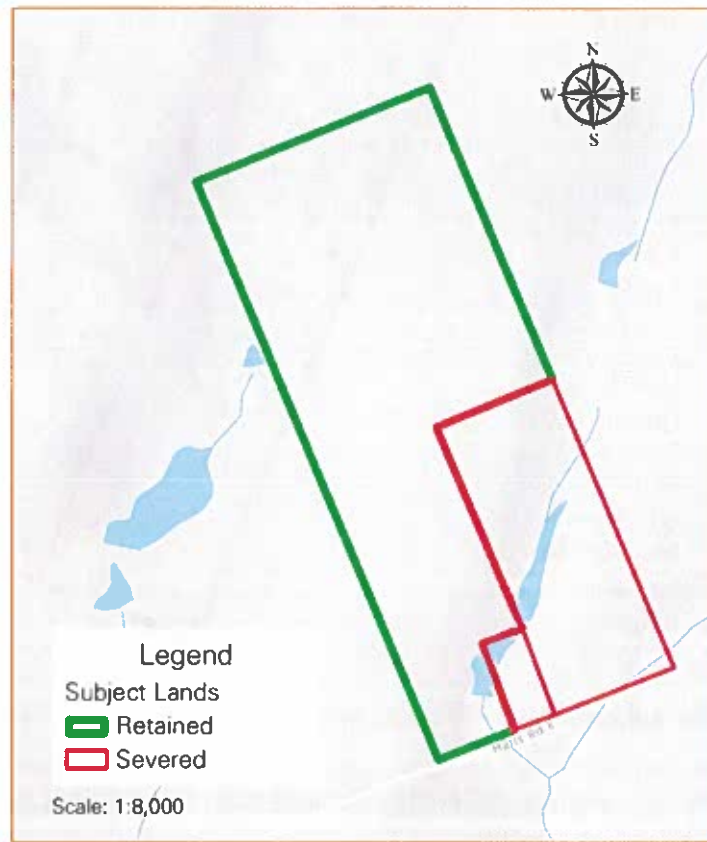


Figure 1: Property location and proposed lot layout

2. ECOLOGICAL LAND CLASSIFICATION

To assess the presence of potential habitat, the ecosites on the property were determined during field investigations (Figure 2). The following four ecosites (Appendix 1) are located within the study area:

- G053Tt Dry to Fresh, Coarse: Conifer
- G055TI Dry to Fresh, Coarse: Aspen – Birch Hardwood
- G058Tt Dry to Fresh, Coarse: Maple Hardwood
- G142N Mineral Meadow Marsh

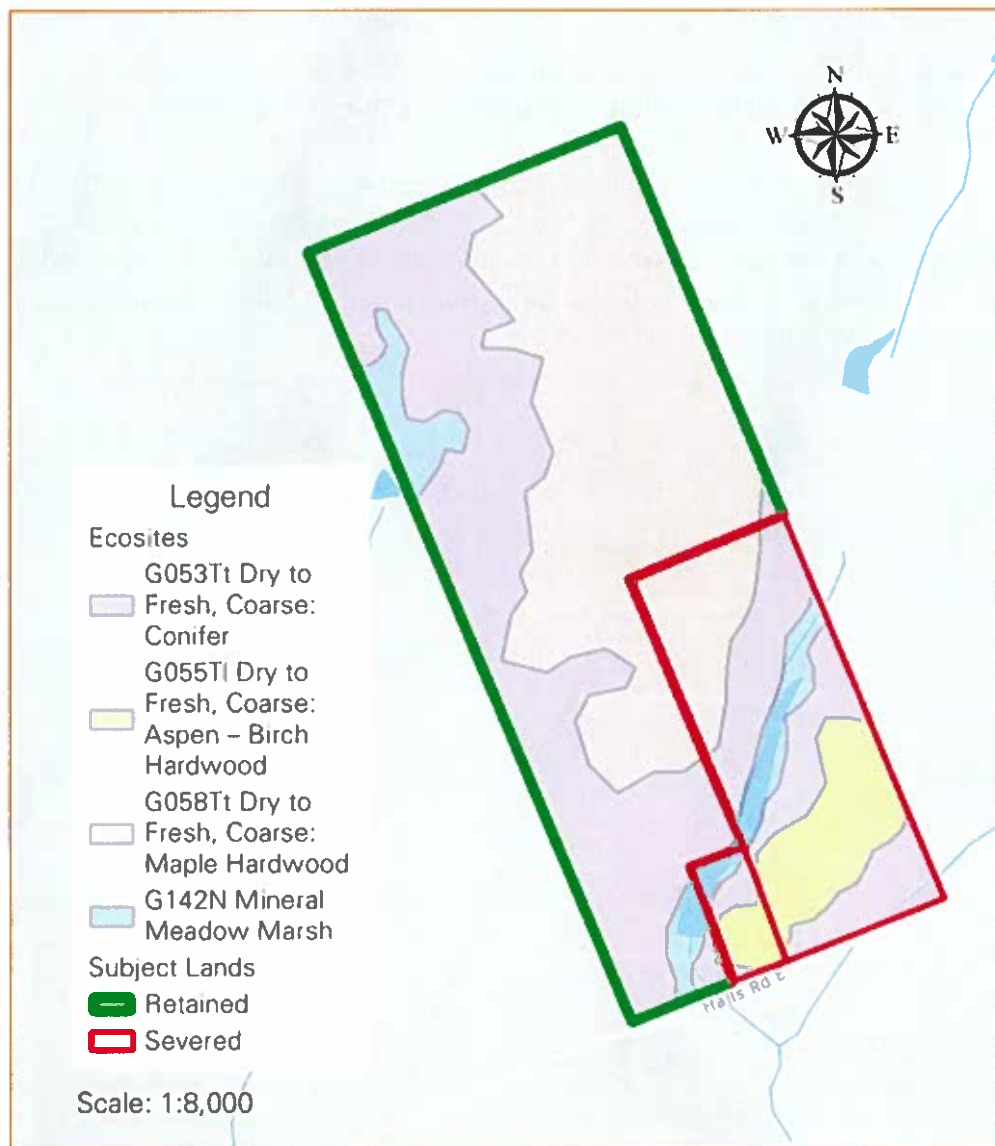


Figure 2: Ecosites mapped on the property

3. HABITAT OF ENDANGERED AND THREATENED SPECIES

The Natural Heritage Information Centre database was queried for any confirmed observations in or adjacent to the study area. There are no confirmed threatened or endangered species observation within the study area. Species at risk with potential to be present on the subject property are discussed below.

SAR Bats (Little Brown Myotis (*Myotis lucifugus*) and Northern Myotis (*Myotis septentrionalis*))

The Little Brown Myotis (*Myotis lucifugus*) and the Northern Myotis (*Myotis septentrionalis*) were 'emergency' listed on Ontario's Species at Risk list in January 2013. A disease called white nose syndrome poses a very serious threat to bat populations in North America, threatening to extirpate the species in many locations.

During the active season, bats feed on insects at night and roost during the day. The roost either individually (males) or in groups (females with pups), usually in warm, elevated spaces. Bats often choose human-created roosts such as attics and abandoned buildings as these offer optimum habitat for summer roosts, usually close to water and open areas for foraging. Natural roosts include large hollow trees and spaces behind loose bark. Both species hibernate in caves and abandoned mines in October through April where temperatures remain above freezing and humidity levels are high.^{1 2}

For Little Brown Myotis and Northern Myotis, the *Species at Risk (SAR) Bats Technical Note*³ lists the following ecosites which could have maternity roosts: G015 – G019, G023 – G028, G039 – G043, G054 – G059, G069 – G076 and G087 – G092. Maternity colonies for Little Brown and Northern Myotis are found in large cavity trees in an early state of decay. These are usually situated in contiguous mature forest, typically deciduous trees; ecosites G016- G019, G028, G040-G043, G055-G059, G070-G076, G088-G092, G103-G108, and G118-G125 are listed as suitable forested ecosites.⁴

LITTLE BROWN MYOTIS

According to the Significant Wildlife Habitat Technical Guide, Appendix G4, Table G4, little brown myotis use caves, quarries, tunnels, hollow trees or buildings for roosting. Maternity colonies are most often found in warm dark areas, like barns, attics and old buildings. They overwinter in caves and mine adits (horizontal mine shafts) in Ontario. This species forages mainly over open areas including wetlands and near forest edges where insect densities are greater. ⁵

¹ Dobbyn, S. 1994. Atlas of the Mammals of Ontario. Federation of Ontario Naturalists. 120 pp.

² Ontario Ministry of Natural Resources. 2000. Significant Wildlife Habitat Technical Guide. Toronto: Queen's Printer for Ontario. 151pp.

³ Technical Note, Species at Risk (SAR) Bats, Little brown myotis and Northern myotis. Regional Operations Division, June 2015.

⁴ Ontario Ministry of Natural Resources. 2012. Draft Significant Wildlife Habitat Ecoregion 5E Criterion Schedule. 46 pp.

⁵ Forbes, G. 2012. COSEWIC. Technical Summary and Supporting Information for an Emergency Assessment of the Little Brown Myotis, *Myotis lucifugus*. 25pp.

NORTHERN MYOTIS

According to the Significant Wildlife Habitat Technical Guide, Appendix G4, Table G4, Northern myotis roost in hollow trees or under loose bark. Males roost individually while females are found in maternity colonies of up to 60 adults. They overwinter in mines and caves similar to other species which hibernate in Ontario. Unlike little brown myotis, Northern myotis hunt primarily in forested areas, below the canopy.

ASSESSMENT

The forested habitat does not support trees with suitable roost characteristics for bats (see Appendix 1) as the trees are largely thin with few cavities. Furthermore, development will be located outside of all riparian areas where bats are known to forage. There is no suitable bat habitat proposed for removal and no further studies are required.

BANK SWALLOW (*Riparia riparia*)

As their latin name suggests, Bank Swallows are most often found in riparian areas, specifically nesting along the steep, sandy banks of rivers. Less often, they use steep sandy slopes in aggregate pits/quarries and cut banks along roadways. They nest colonially, with males excavating a burrow prior to pair formation. Once pairs are formed, nest-building begins immediately in the excavated burrow.⁶

They are an aerial insectivore, eating a variety of insects on the wing; though sometimes they take land and water-based insects when they are available.⁷ They forage in open areas, including lakes, ponds, rivers, meadows, fields, pastures, and bogs; occasionally over forests and woodlands. During the breeding season, adults are usually within 200 metres of their young for feeding purposes.

ASSESSMENT

There is no habitat for this species and no further studies are required.

BARN SWALLOW (*Hirundo rustica*)

Barn swallows are an aerial insectivore, known to build nests on barns, bridges and other buildings especially in open areas near water. Open habitats including grasslands, fields, rights-of-way, shorelines and wetlands are particularly important for foraging. They live in close association with humans, building their cup-shaped mud nests almost exclusively on human-made structures. Swallows prefer structures with rough-surfaced ledges where they can build their nests. The cup-shaped mud nests are the critical habitat feature used for egg laying, incubation, feeding, resting and rearing of young. Barn swallows will use artificial nest cups and ledges; and are known to use the same nests

⁶ Garrison, Barrett A. 1999 Bank Swallow (*Riparia riparia*), The Birds of North America Online (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/414>

⁷ <http://www.ontario.ca/page/bank-swallow>

in subsequent years. They are often found in colonies; breeding takes place from May through August.^{8 9 10}

ASSESSMENT

There is no habitat present for this species.

BLANDING'S TURTLE (*Emydoidea blandingii*)

The Blanding's turtle is a mostly aquatic turtle found in a variety of habitats, including lakes, ponds, marshes, ditches, creeks, rivers, and bogs. Within these habitats, the species generally prefers shallow water, organic substrates and dense submergent and/or emergent vegetation. Basking sites are a critical component of suitable habitat. These are characteristically floating vegetation mats, hummocks, partially submerged logs, rocks, bog mats, or suitable shoreline areas with access to full sunlight.

Blanding's turtles hibernate from October through April, usually in permanent bodies of water, often the same wetlands they utilize during the active season. Recent studies confirm seasonally isolated wet areas, ditches for example, are used for hibernacula in some years.

Blanding's turtles will travel up to 6 km or more to nesting sites that are usually within 250 m from the shore of some waterbody. Nesting activities generally occur at the end of June through the beginning of July. Nest sites are chosen in areas that offer suitable substrate for digging (e.g. loose soil), well-drained, open locations which increases the incubation temperatures because of sunlight exposure. This in turn increases nest success.

Upland areas adjacent wetlands can be used for nesting, basking and travel between summer activity areas. Turtles regularly move up to 1 km between wetlands and will chose a 'wetted' corridor, rather than a direct route.^{11 12 13 14 15}

ASSESSMENT

Although there are no confirmed observations of this species, the habitat fronting the property has the dense aquatic vegetation that this species prefers and snapping turtles were observed nesting on adjacent lands. The Category 2 habitat for Blanding's turtle is defined as the wetland or waterbody plus a 30 m buffer measured back from the wetland or waterbody edge. To err on the side of caution, it is recommended to locate development outside of this potential habitat.

⁸ COSEWIC. 2011. COSEWIC assessment and status report on the Barn Swallow *Hirundo rustica* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. ix + 37 pp. (www.sararegistry.gc.ca/status/status_e.cfm).

⁹ http://www.mnr.gov.on.ca/en/Business/Species/2ColumnSubPage/MNR_SAR_BRN_SWLLW_EN.html

¹⁰ Ontario Ministry of Natural Resources. 2013. General Habitat Description for the Barn Swallow *Hirundo rustica*. http://www.mnr.gov.on.ca/stdprodconsume/groups/tr/@mnr/@species/documents/document/mnr_sar_ghd_brn_swllw_en.pdf

¹¹ COSEWIC 2005. COSEWIC assessment and update status report on the Blanding's Turtle *Emydoidea blandingii* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. viii + 40 pp. (www.sararegistry.gc.ca/status/status_e.cfm)

¹² Edge, C. B. 2008. Multiple Scale Habitat Selection by Blanding's Turtles (*Emydoidea blandingii*). Master's Thesis. School of Graduate Studies, Laurentian University

¹³ Ontario Ministry of Natural Resources. 2012. Survey Protocol: Blanding's Turtle (*Emydoidea blandingii*). Policy Division, Species at Risk Branch. 15pp.

¹⁴ Seburn, D. C. 2007. Recovery Strategy for Species at Risk Turtles in Ontario. Ontario Multi-Species Turtles at Risk Recovery Team. 83pp.

¹⁵ Ontario Ministry of Natural Resources. 2013. General Habitat Description for the Blanding's turtle (*Emydoidea blandingii*).

BOBOLINK (*Dolichonyx oryzivorus*)

Bobolinks are associated with open habitats, specifically grasslands, meadows and agricultural fields. They use fields with a mix of grasses and broad-leaved forbs like clover (*Trifolium* sp.); generally avoiding habitats with woody vegetation. A dense thatch layer is required for nests which are built out of sight close to the ground. Defended territories average 0.33 – 2 hectares, while much larger habitat patches are required to avoid predators and reduce brood parasitism by cowbirds. Literature suggests a minimum 5 hectares is required to support breeding, while sites 10 – 30 hectares are more likely to support successful nests. Areas that have little interior habitat, defined as 100 metres or more from an edge, are not likely to be suitable for breeding. Nesting occurs in mid-May and subsequent broods have usually fledged by early July. Nestlings in July are likely a result of a second brood or renesting. Bobolinks have usually left Ontario by the end of July on their migration south for the winter.^{16 17 18 19 20}

ASSESSMENT

There is no habitat present for this species. No further studies are required.

EASTERN MEADOWLARK (*Sturnella magna*)

The Eastern Meadowlark is most often found in grasslands, pastures, hay fields, old fields and native prairies in Ontario. They prefer habitats with good grass and litter cover, with defended territories averaging 2.8 – 3.2 hectares and are not deterred by the presence of shrubs and low woody vegetation.

They don't appear to be as area-sensitive as other grassland species like Bobolink. According to some researchers, Meadowlark breeding density doesn't seem to be influenced by patch size or edge density while others note that larger tracts of grasslands are preferred over smaller patches.

Nesting begins in early May; females construct the nest, usually partly covered or roofed by woven vegetation. The last broods leave the nest in early August. Simultaneous and shortly following this, meadowlarks leave breeding habitat for southern wintering areas.

^{21 22 23}

¹⁶ Martin, Stephen G. and Thomas A. Gavin. 1995. Bobolink (*Dolichonyx oryzivorus*), *The Birds of North America Online* (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/176>

¹⁷ McCracken, J.D., R.A. Reid, R.B. Renfrew, B. Frei, J.V. Jalava, A. Cowie, and A.R. Couturier. 2013. Recovery Strategy for the Bobolink (*Dolichonyx oryzivorus*) and Eastern Meadowlark (*Sturnella magna*) in Ontario. Ontario Recovery Strategy Series. Prepared for the Ontario Ministry of Natural Resources, Peterborough, Ontario. viii+ 88 pp.

¹⁸ Ontario Ministry of Natural Resources. 2011. Draft Survey Methodology under the Endangered Species Act, 2007. *Dolichonyx oryzivorus* (Bobolink). Ministry of Natural Resources Policy Division, Species at Risk Branch. 2pp.

¹⁹ http://www.mnr.gov.on.ca/en/Business/Species/2ColumnSubPage/MNR_SAR_BBLNK_EN.html

²⁰ Ontario Ministry of Natural Resources. 2013. General Habitat Description for the Bobolink (*Dolichonyx oryzivorus*) http://www.mnr.gov.on.ca/stdprodconsume/groups/lr/@mnr/@species/documents/document/mnr_sar_ghd_bblink_en.pdf

²¹ Jaster, Levi A., William E. Jensen and Wesley E. Lanyon. 2012. Eastern Meadowlark (*Sturnella magna*), *The Birds of North America Online* (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/160>

²² http://www.mnr.gov.on.ca/en/Business/Species/2ColumnSubPage/MNR_SAR ESTRN MDWLRK EN.html

²³ Ontario Ministry of Natural Resources. 2013. General Habitat Description for the Eastern Meadowlark (*Sturnella magna*) http://www.mnr.gov.on.ca/stdprodconsume/groups/lr/@mnr/@species/documents/document/mnr_sar_ghd_est_mdwlrk_en.pdf

ASSESSMENT

There is no habitat present for this species. No further studies are required.

CHIMNEY SWIFT (*Chaetura pelagica*)

Chimney swifts are an aerial insectivore; commonly seen foraging over open areas and wetlands. According to the Chimney Swift COSEWIC Status Report (2007), cavity trees with a diameter breast height (DBH) greater than 50 cm are required for nesting. Common tree species hosting nesting or roosting sites are white pine, yellow birch and sometimes aspen. While not common, pileated woodpecker cavities are sometimes used for nesting and roosting. Communities supporting trees >50 cm DBH and pileated woodpecker cavities are typical of old growth forests.

More typically, swifts nest and roost in human-created structures such as brick chimneys. At times, especially during migration and inclement weather, roosts may host hundreds or even thousands of birds. Structures functioning as nest features are usually occupied by a single breeding pair. Breeding pairs exhibit high site fidelity for structures used as nests and roosts and will continue to use these features as long as they are functional. In Ontario, swifts return in late April through early May and breed May through July. Migration begins in late August and is usually complete by mid-October.

The loss of artificial nest features (brick chimneys) has resulted in significant population declines over a short time period. Secondly, the loss of old growth forests and large cavity trees has resulted in fewer natural nesting (and roosting) structures.^{24 25 26 27 28}

ASSESSMENT

There is no habitat present for this species. No further studies are required.

4. SIGNIFICANT WETLANDS

There are no significant wetlands mapped on or within 120m of the subject lands. No further study required.

5. SIGNIFICANT WILDLIFE HABITAT

The site was investigated for significant wildlife habitat including seasonal concentration areas, rare vegetation communities and specialized habitats for wildlife, habitat for species of conservation concern, and animal movement corridors. The Significant Wildlife Habitat Criteria Schedules for Ecoregion 5E was used to identify potential significant wildlife habitat.²⁹

²⁴ OMNR. 2013. General Habitat Description for the Chimney Swift.

http://www.mnr.gov.on.ca/stdprodconsume/groups/ir/@mnr/@species/documents/document/mnr_sar_ghd_chmny_swift_en.pdf

²⁵ http://www.sararegistry.gc.ca/species/speciesDetails_e.cfm?sid=951

²⁶ http://www.mnr.gov.on.ca/en/Business/Species/2ColumnSubPage/MNR_SAR_CHMNY_SWFT_EN.html

²⁷ Cink, Calvin L. and Charles T. Collins. 2002. Chimney Swift (*Chaetura pelagica*). The Birds of North America Online (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology; Retrieved from the Birds of North America Online: <http://bna.birds.cornell.edu/bna/species/646>

²⁸ COSEWIC 2007. COSEWIC assessment and status report on the Chimney Swift *Chaetura pelagica* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. vii + 49 pp. (www.sararegistry.gc.ca/status/status_e.cfm).

²⁹ Ontario Ministry of Natural Resources and Forestry. January 2015. Significant Wildlife Habitat Criteria Schedules for Ecoregion 5E. 45pp.

Potential Significant Wildlife Habitat

	Significant Wildlife Habitat	Type	Ecosite(s)	Present
1	Bat Maternity Colonies	Seasonal Concentration Area	G055 and G058	No
2	Turtle Wintering Areas	Seasonal Concentration Area	G142N	Potential
3	Amphibian Breeding Habitat (Wetlands)	Specialized Habitat for Wildlife	G142N	Potential
4	Turtle Nesting Area	Specialized Habitat for Wildlife	G142N	Confirmed on Halls Rd, G142 has some potential
5	Special Concern and Rare Wildlife Species	Habitat for Species of Conservation Concern	All	Potential

The summary of potential significant wildlife habitat in **Table 3** was evaluated using the Significant Wildlife Habitat Criteria Schedules for Ecoregion 5E. The list of potential special concern species includes Canada Warbler, Common Nighthawk, Monarch, Eastern Wood Pewee, Golden-winged Warbler, Olive-sided Flycatcher, Wood Thrush and Snapping Turtle. Only the Canada Warbler and Snapping Turtle have some potential to be present on the site.

TURTLE WINTERING AREAS (G142)

It is possible that turtles may use parts of the G142 communities as overwintering sites. Both ecosites and a 30m naturally vegetated buffer are recommended to be retained from these ecosites and their form and functions will be protected from any negative impacts.

AMPHIBIAN BREEDING HABITAT (WETLANDS) (G142)

Based on the habitat present it is expected that gray tree frog, green frog and American toad likely breed here and the potential for bullfrogs is also possible. These ecosites shall be retained. No negative impacts anticipated.

CANADA WARBLER (G142)

Canada Warblers are most often found in cool, wet, low-lying areas; including swamps, sphagnum bogs and moist forest edges and openings. They are often associated with sites that have a dense understory near open water, vegetation associations including alder and willow.

Female Canada Warblers build a loosely constructed cup-shaped nest on or near the ground in early May. The nest is well-concealed, often in thickets or areas with dense ferns. These are typically wet, mossy areas within forest among ferns, stumps, and

fallen logs. Nests have been documented in a variety of micro-habitats including within a recessed hole of upturned tree root mass, rotting tree stump or sphagnum moss hummock. They're less often reported within clump of grass, at base of tree stump, tucked under overhanging bank, beside fallen log, in rock cavity, at base of sedge tussock, under leaf on forest floor, at base of moss-covered logs/rocks, or in brush pile. Eggs are laid at the end of May, fledglings leave the nest and are ready to migrate by the end of July, early August. Migration peaks at the end of August, beginning of September. The two ecosites are potential habitat for this species and will be retained. Clearing is also recommended to take place outside of the species active season. No negative impacts are anticipated to individual Canada warblers.

SNAPPING TURTLE (G142)

The Snapping turtle is Canada's largest freshwater turtle, reaching an average length of 20-36 cm and a weight of 4.5-16.0 kg. Snapping turtles have large black, olive or brown shells typically covered in algae. Their tails, which can be longer than their bodies, have triangular crests along their length. Snapping turtles spend most of their lives in water. They prefer shallow waters so they can hide under the soft mud and leaf litter, with only their noses exposed to the surface to breathe.

During the nesting season, from early to mid-summer, females travel overland in search of a suitable nesting site, usually gravelly or sandy areas along streams. Snapping turtles often take advantage of man-made structures for nest sites, including roads (especially gravel shoulders), dams and aggregate pits.

Snapping turtles were present during a site visit to the property in June and were observed nesting along the shoulder of Halls Road. It is very likely that snapping turtles would utilize Watercourse A and the associated G142 habitat surrounding. Turtles should be allowed to move through the site unharmed. All protections offered to Blanding's turtles will also benefit snapping turtles. No negative impacts anticipated and no further study required.



Photo 1: Approximate location of snapping turtle nesting habitat along Halls Road East

6. SIGNIFICANT AREAS OF NATURAL AND SCIENTIFIC INTEREST (ANSI)

There are no significant areas of natural and scientific interest on or within 120 metres of the site.

7. FISH HABITAT

Two flowing watercourses were mapped on the subject property and both support or are connected to warm water baitfish communities as confirmed through electrofishing in the field and background information.

Watercourse A

The G142 ecosite encompasses the watercourse central to the property (Photo 2) and it is recommended that a naturally vegetated buffer of 30m is retained from the edge of the ecosite encompassing the watercourse. This will protect all suitable fish and reptile habitat from sedimentation and erosion and minimize impacts from stormwater runoff.



Photo 2: Fish habitat confirmed in Watercourse A

Watercourse B

The watercourse to the southeast corner of the property is connected to the roadside ditch along Halls Rd and flows south under the road by way of a municipal culvert. It is recommended that all future structures, including dwellings, are setback a minimum 20m from the banks and that the existing natural vegetation is substantially retained within the setback.

Although no fish were captured during the electrofishing efforts, the watercourse is connected to confirmed fish habitat. No negative impacts to fish habitat are anticipated where naturally vegetated buffers and development setbacks are retained as recommended. No further study required.



Photo 3: Indirect fish habitat in Watercourse B confirmed to the southeastern corner of the subject lands (mapped in Figure 3)

8. SUMMARY

The purpose of this Environmental Impact Study is to identify potentially significant natural heritage features or areas and provide appropriate mitigation measures to maintain and protect these features. This assessment is based on the ecosite determinations, field observations, and background information.

To ensure no negative impacts to natural heritage features and potential natural heritage features on the subject property, the following mitigation measures are recommended:

1. Vegetation clearing shall occur outside of the breeding bird window of April 15 – August 31 to comply with the Migratory Birds Convention Act and protect any nesting special concern birds;
2. Maintain a 30 m naturally vegetated buffer from wetland ecosites (G142)
3. Maintain a 20m naturally vegetated buffer and development setback for buildings and structures from Watercourse B
 - a. a driveway accessing the easternmost proposed severed lot may encroach on the watercourse setback recommended for Watercourse B where the following additional mitigation measures are applied:
 - i. vehicles and equipment shall not enter or be operated in the watercourse or along the immediate banks
 - ii. all stockpiled materials, including but not limited to excavated overburden and topsoil and surface treatment (e.g. stone, gravel, stone dust, sand) shall be stored and stabilized in a manner that prevents entrance into the watercourse
 - iii. reduce erosion potential of the driveway where it is located within the recommended 20m setback by minimizing vegetation removal and the extent of clearing where possible and reducing runoff flow velocity by reducing the steepness and lengths of driveway slopes as much as possible

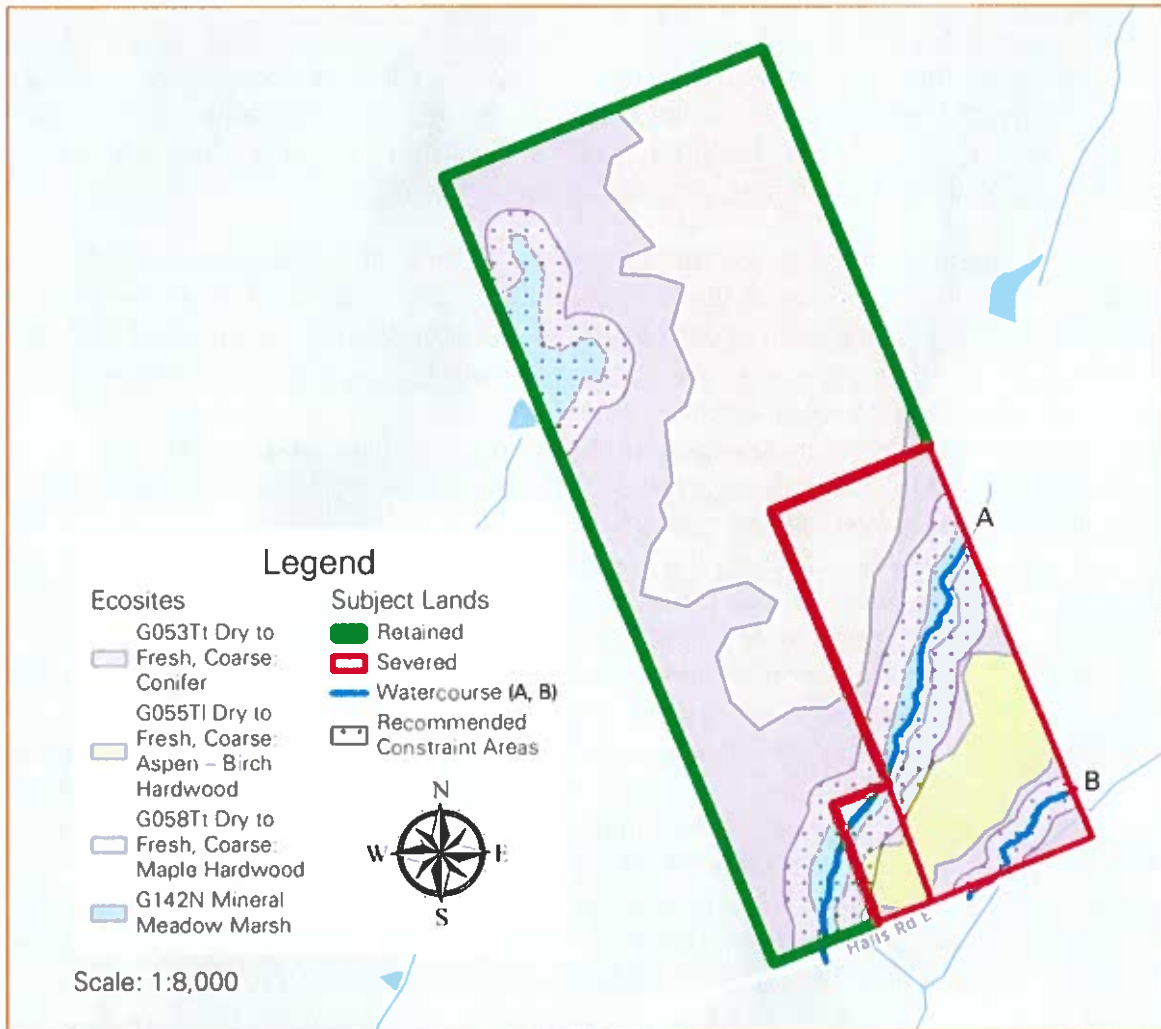


Figure 3: Recommended vegetated buffers and setbacks (constraint areas)

Summary of Potential Natural Heritage Features

Natural Heritage Feature	Species / Feature	Present	Recommendations
Endangered and Threatened SAR	Blanding’s turtle	Potentially	No development within 30m of wetlands with naturally vegetated buffer maintained
	Turtle Wintering Areas	Potentially	
Significant Wildlife Habitat	Turtle Nesting Areas	Confirmed (on adjacent lands)	Turtle nesting can continue to occur adjacent the subject property during and following proposed site development; no negative impacts anticipated
	Amphibian Breeding Habitat (Wetlands)	Potentially	No development within 30m of wetlands with naturally vegetated buffer maintained
	Canada Warbler	Potentially	
	Snapping Turtle	Confirmed (on adjacent lands)	
Fish Habitat	Watercourse	Confirmed	No development within 30m of G142 ecosite (encompassing watercourse A) and 20m of watercourse B*

**see recommendations in Section 8 of this report*

This Environmental Impact Study meets or exceeds the requirements outlined Section 5.3 of the Natural Heritage Reference Manual (2010) and Section 2.1 of the 2020 PPS. The development of the proposed lots shall be carried out as outlined in the Application for Consent and the provisions contained within this EIS.

Respectfully submitted,

Hannah Wolfram
 Biologist

APPENDIX 1

ECOSITE DESCRIPTIONS

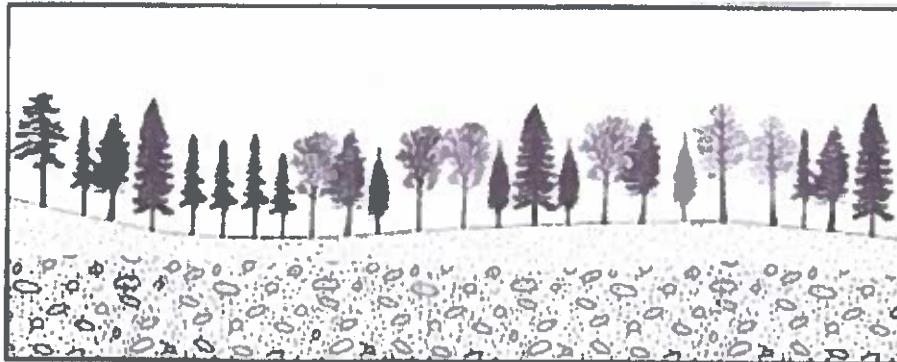


Dry to Fresh, Coarse: Conifer

G053TvtI

L M H

Profile/Slope Sequence



approximately 250m

Ecosite Description

Conifer canopy consisting of a mixture of black spruce, balsam fir, eastern white cedar, white spruce, white birch, trembling aspen, red maple, sugar maple, and tamarack. Stand composition highly variable. Understory tree species consisting of moderate levels of balsam fir, red maple, eastern white cedar and white birch. Shrub and herb poor. Ground surface mostly conifer and broadleaf litter with occurrences of feathermoss and variable stones. Substrate sandy to coarse loamy. Mostly > 15 cm deep and dry to fresh (MR = 2 or 3, if sandy; MR ≤ 3 is coarse loamy).

Substrate Description

Substrate Series	S1 M2 M4 MD2 MD4 D2 D4													
Mode of Deposition	RO	CO	MO	GF	FL	LA	GL	EO	OR	GW	WA	CX	AN	
Family	Sandy		Coarse Loamy		Silty		Fine Loamy		Clayey		Peat		Folic	
Humus Form	M _u		Moder		Fibrimor		Humimor		Peatymor		Anmoor			
Moisture Regime	O	D	1	2	3	4	5	6	7	8	9	x	h	s
Moisture	d		f		m		v		w		x	h	s	
Depth	R		VS		S		M		MD		D			
Chemistry	k				n				z					

Vegetation Description

Tall treed (> 10 m) and low treed (≤ 10 m) ecosites common. Canopy closure variable. Low treed condition often consisting of dense, younger trees. Ecosite composed of a combination of conifer species where the combined total relative coverage is > 50% in the main canopy. Common understory vegetation includes beaked hazel, low-sweet blueberry, bush honeysuckle, wild sarsaparilla, bluebead-lily, bunchberry, and Schreber's moss. Often contains Central v-types V36 and V41; NE v-types V20, V17, V21, V18, and V8.

Trees	<i>Picea mariana</i> , <i>Abies balsamea</i> , <i>Thuja occidentalis</i> , <i>Picea glauca</i> , <i>Betula papyrifera</i> , <i>Populus tremuloides</i> , <i>Acer rubrum</i> , <i>A. saccharum</i> var. <i>saccharum</i> , <i>Larix laricina</i>
Shrubs	<i>Corylus cornuta</i> ssp. <i>cornuta</i> , <i>Vaccinium angustifolium</i> , <i>Diervilla lonicera</i> , <i>Viburnum nudum</i> var. <i>cassinoides</i> , <i>Linnaea borealis</i> ssp. <i>longiflora</i> , <i>Lonicera canadensis</i>
Vascular Herbaceous	<i>Aralia nudicaulis</i> , <i>Clintonia borealis</i> , <i>Cornus canadensis</i> , <i>Maianthemum canadense</i> ssp. <i>canadense</i> , <i>Pteridium aquilinum</i> , <i>Coptis trifolia</i>
Non-vascular	<i>Pleurozium schreberi</i> , <i>Polytrichum commune</i> , <i>Dicranum polysetum</i>



Ecology

Substrate has a low nutrient and moisture holding capacity resulting in decreased growth rates and low vegetation diversity. Limitations to tree growth can also be the result of high coarse fragment concentrations in morainal deposits. Abundant feathermoss under closed canopy. Low shrubs or lichen abundant under open canopy. Maintenance of structure and composition associated with low to moderate intensity fire or repeated human disturbance (e.g., agricultural clearing, partial harvesting). Mixed species compositions are generally stable and can persist with non stand replacing disturbances, such as wind and insect damage.

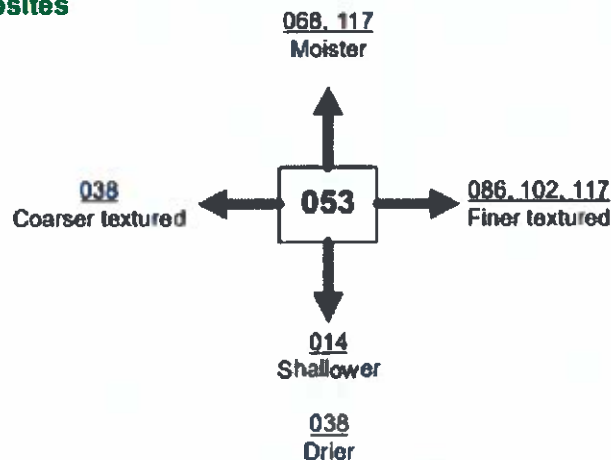
Ecoregional Variability

Widespread and common across Great Lakes-St. Lawrence range. More abundant on the landscape as you move further north. Generally flat to rolling morainal deposits with occurrences of glaciofluvial material found in large river valleys throughout the range. Rugged bedrock controlled topography occurs in 5E-1, 5E-3, 5E-5, and 5E-13. Typically non-calcareous. Wide variety of associated vegetation including eastern white cedar, yellow birch, red maple, basswood, and red oak in the southern portion of 4E and throughout 5E. Red spruce likely in 5E-5, 5E-6, 5E-9, or 5E-10.

Edaphic Variability

Typically uniform in nutrient availability with variable moisture due to inconsistency of substrate depth over bedrock. Generally moderately deep to deep substrate. Depth of coarse morainal deposits variable which may result in bedrock controlled wetlands. Abundant stoniness in morainal deposits is common. Often on upper, middle, or lower slopes positions. Increased species diversity likely over base-rich bedrock or inclusions of fine textured or moister materials. Xeric vegetation such as lichens and serviceberries, as well as decreased shrub and herb diversity likely on exposed bedrock or very shallow substrates.

Related Ecosites





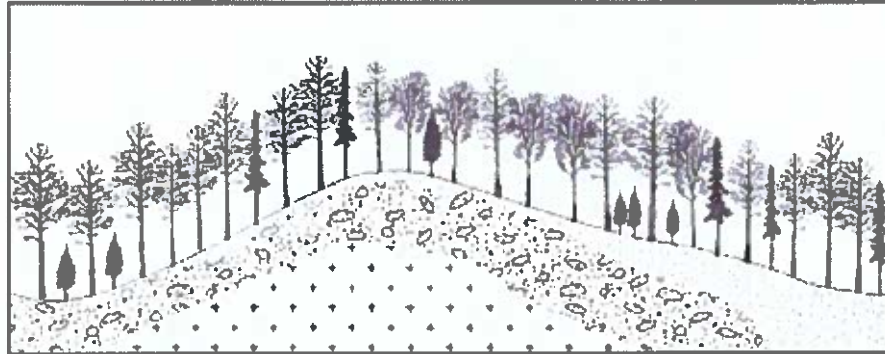


Dry to Fresh, Coarse: Aspen - Birch Hardwood

G055TU/TI

L M H

Profile/Slope Sequence



approximately 250m

Ecosite Description

Hardwood canopy consisting mostly of aspen and/or birch species. White birch, trembling aspen, large-tooth aspen, and yellow birch likely in the main canopy. May contain sugar maple, balsam fir, and red maple. Understory tree species consisting of moderate to high levels of balsam fir, red maple, white birch, and trembling aspen. Shrub and herb moderately rich. Ground surface mostly broadleaf litter and variable stones. Substrate sandy to coarse loamy. Mostly > 15 cm deep and dry to fresh (MR = 2 or 3, if sandy; MR ≤ 3, if coarse loamy).

Substrate Description

Substrate Series	S1 M2 M4 MD2 MD4 D2 D4													
Mode of Deposition	RO	CO	MO	GF	FL	LA	GL	EO	OR	GW	WA	CX	AN	
Family	Sandy		Coarse Loamy		Silty		Fine Loamy		Clayey		Peat		Folic	
Humus Form	Mull		Moder		Fibrimor		Humimor		Peatymor		Anmoor			
Moisture Regime	0	0	1	2	3	4	5	6	7	8	9	x	h	s
Moisture	d		f		m		v		w		x		h	s
Depth	R		VS		S		M		MD		D			
Chemistry	k				n				z					

Vegetation Description

Tall treed (> 10 m) and low treed (≤ 10 m) ecosites common. Canopy closure variable. Low treed condition often indicative of younger trees. Aspen and/or birch species compose > 50% of the hardwood tree species in the main canopy. Ecosite variable from dominant stands of aspen and/or birch or a mixture of both. Common understory vegetation includes beaked hazel, fly honeysuckle, mountain maple, bush honeysuckle, bluebead-lily, wild sarsaparilla, bracken fern, wild lily-of-the-valley, and Schreber's moss. May contain Central v-types V25, V28, V22, V12, V14, V23, V20, V21, V24, and V25; NE v-types V4, V8, V2, V12, V6, V5, V7, V10, V11, and V13.

Trees	<i>Betula papyrifera</i> , (<i>B. alleghaniensis</i>), <i>Populus tremuloides</i> , <i>P. grandidentata</i> , <i>Acer saccharum</i> var. <i>saccharum</i> , <i>Abies balsamea</i> , <i>Acer rubrum</i>
Shrubs	<i>Corylus cornuta</i> ssp. <i>cornuta</i> , <i>Lonicera canadensis</i> , <i>Acer spicatum</i> , <i>Diervilla lonicera</i> , <i>Vaccinium angustifolium</i> , <i>Viburnum nudum</i> var. <i>cassinoides</i>
Vascular Herbaceous	<i>Clintonia borealis</i> , <i>Aralia nudicaulis</i> , <i>Pteridium aquilinum</i> , <i>Maianthemum canadense</i> ssp. <i>canadense</i> , <i>Eurybia macrophyllus</i> , <i>Trientalis borealis</i> ssp. <i>borealis</i>
Non-vascular	<i>Pleurozium schreberi</i> , <i>Cladonia coniocraea</i>



Ecology

Substrate has a low nutrient and moisture holding capacity resulting in decreased growth rates and low vegetation diversity. Limitations to tree growth can also be the result of high coarse fragment concentrations in morainal deposits. Shrub and herb poor with a closed canopy. Species diversity increases as canopy becomes more open. A major disturbance (e.g., fire, partially harvesting, agriculture abandonment) is required to maintain this ecosite. Aspen and/or birch regeneration after disturbance is quick through root suckering or seeding from adjacent stands often resulting in an even-aged overstory. In the absence of disturbance, the ecosite will likely succeed to a mixedwood.

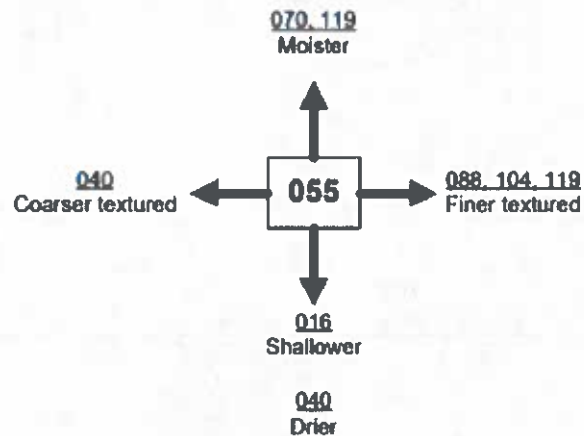
Ecoregional Variability

Widespread and common across Great Lakes-St. Lawrence range. Generally flat to rolling morainal deposits with occurrences of glaciofluvial material found in large river valleys throughout the range. Rugged bedrock controlled topography occurs in 5E-1, 5E-3, 5E-5, and 5E-13. Typically non-calcareous. The ecosite transitions from trembling aspen and white birch dominated stands in the northern portion (4E) of the Great Lakes-St. Lawrence range to yellow birch and large-tooth/trembling aspen stands in the south (5E).

Edaphic Variability

Typically uniform in nutrient availability with variable moisture due to inconsistency of substrate depth over bedrock. Generally moderately deep to deep substrate. Depth of coarse morainal deposits variable which may result in bedrock controlled wetlands. Abundant stoniness in morainal deposits is common. Often on upper, middle, or lower slopes positions. Increased species diversity likely over base-rich bedrock or inclusions of fine textured or moister materials. Xeric vegetation such as lichens and serviceberries, as well as decreased shrub and herb diversity likely on exposed bedrock or very shallow substrates.

Related Ecosites







Dry to Fresh, Coarse: Maple Hardwood

G058TuTI

L M R

Profile/Slope Sequence



approximately 250m

Ecosite Description

Hardwood canopy consisting mostly of maple species. Sugar maple and red maple likely in the main canopy. May contain eastern hemlock, yellow birch, American basswood, American beech, ironwood, eastern white pine, and white birch. Understory tree species consisting of high levels of sugar maple, ironwood, American basswood, balsam fir, red oak, white ash and American beech. Shrub and herb moderately rich. Ground surface mostly broadleaf litter and variable stones. Substrate sandy to coarse loamy. Mostly > 15 cm deep and dry to fresh (MR = 2 or 3, if sandy; MR ≤ 3, if coarse loamy).

Substrate Description

Substrate Series	S1 M2 M4 MD2 MD4 D2 D4														
Mode of Deposition	RO	CO	MO	GF	FL	LA	GL	EO	OR	GW	WA	CX	AN		
Family	Sandy		Coarse Loamy			Silty		Fine Loamy		Clayey		Peat		Folic	
Humus Form	Mull		Moder			Fibrimor		Humimor		Peatymor		Amimor			
Moisture Regime	O	0	1	2	3	4	5	6	7	8	9	x	h	s	
Moisture	d		f			m		v		w		x		h	s
Depth	R		VS			S		M		MD		D			
Chemistry	k			n					z						

Vegetation Description

Tall tree (> 10 m) and low tree (≤ 10 m) ecosites common. Canopy closure variable. Low tree condition often indicative of younger trees. Maple species compose > 50% of the hardwood tree species in the main canopy. Common understory vegetation includes beaked hazel, fly honeysuckle, striped maple, leatherwood, wild lily-of-the-valley, spinulose wood fern, starflower, purple trillium, and beautiful branch moss. May contain Central v-types V16, V2, V10, V3, V5, V11, V17, V1, and V4; NE v-types V3 and V4.

Trees	<i>Acer saccharum</i> var. <i>saccharum</i> , (<i>A. rubrum</i>), <i>Tsuga canadensis</i> , <i>Betula alleghaniensis</i> , <i>Tilia americana</i> , <i>Fagus grandifolia</i> , <i>Ostrya virginiana</i> , <i>Pinus strobus</i> , <i>Betula papyrifera</i>
Shrubs	<i>Corylus cornuta</i> ssp. <i>cornuta</i> , <i>Lonicera canadensis</i> , <i>Acer pensylvanicum</i> , <i>Dirca palustris</i> , <i>Cornus alternifolia</i>
Vascular Herbaceous	<i>Maianthemum canadense</i> ssp. <i>canadense</i> , <i>Dryopteris carthusiana</i> , <i>Trientalis borealis</i> ssp. <i>borealis</i> , <i>Trillium erectum</i> , <i>Polygonatum pubescens</i>
Non-vascular	<i>Callicladium haldanianum</i> , <i>Cladonia coniocraea</i> , <i>Brachythecium salebrosum</i> var. <i>salebrosum</i> , <i>B. reflexum</i> var. <i>reflexum</i>



Ecology

Substrate has a low nutrient and moisture holding capacity resulting in decreased growth rates and low vegetation diversity. Limitations to tree growth can also be the result of high coarse fragment concentrations in morainal deposits. Shrub and herb poor with a closed canopy. Species diversity increases as canopy becomes more open. Without the influence of fire, the vegetation will not likely succeed to another ecosite. Lack of fire favours sugar maple and American beech, shade tolerant species will become more prominent.

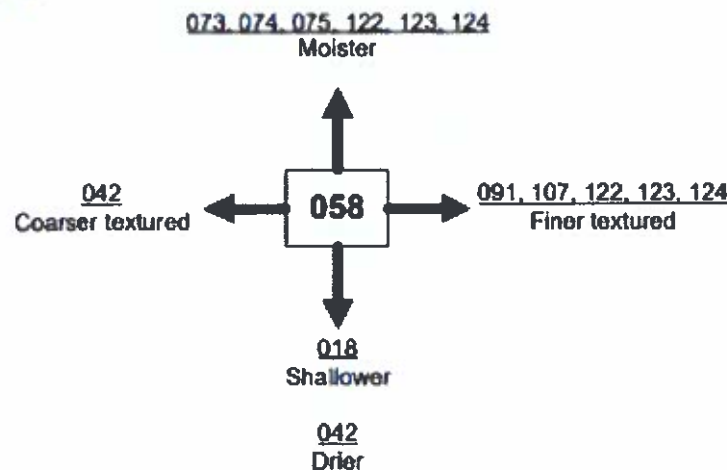
Ecoregional Variability

Widespread and common across Great Lakes-St. Lawrence range. Generally flat to rolling morainal deposits with occurrences of glaciofluvial material found in large river valleys throughout the range. Rugged bedrock controlled topography occurs in 5E-1, 5E-3, 5E-5, and 5E-13. Typically non-calcareous. Red maple dominated forests found throughout the range. Sugar maple dominated forests are more likely in southern 4E and 5E. Associated tree species yellow birch, American basswood, American beech, balsam fir and ironwood are more frequent in 5E. Red oak, white birch, balsam fir, and eastern white pine likely throughout 4E.

Edaphic Variability

Typically uniform in nutrient availability with variable moisture due to inconsistency of substrate depth over bedrock. Generally moderately deep to deep substrate. Depth of coarse morainal deposits variable which may result in bedrock controlled wetlands. Abundant stoniness in morainal deposits is common. Often on upper, middle, or lower slopes positions. Increased species diversity likely over base-rich bedrock or inclusions of fine textured or moister materials. Xeric vegetation such as lichens and serviceberries, as well as decreased shrub and herb diversity likely on exposed bedrock or very shallow substrates.

Related Ecosites





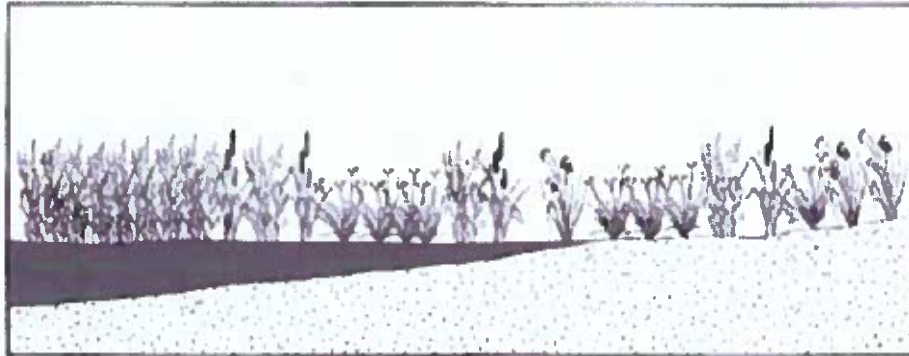


Mineral Meadow Marsh

G 142N

L M H

Profile/Slope Sequence



approximately 50m

Ecosite Description

Graminoid or less frequently forb communities. Dominated by sedges and grasses. Ground surface mostly sedge litter. Substrate mineral. Mostly deep and very moist (MR=6) or saturated.

Substrate Description

Substrate Series	VS 1 VS2 S1 S2 M8 M9 M10 M11 MD12 MD13 MD14 MD15 D12 D13 D14 D15													
Mode of Deposition	RO	CO	MO	GF	FL	LA	GL	EO	OR	GW	WA	CX	AN	
Family	Sandy		Coarse Loamy		Silty		Fine Loamy		Clayey		Peat		Folic	
Humus Form	Mull		Moder		Fibrimor		Humimor		Peatymor		Anmoor			
Moisture Regime	0	0	1	2	3	4	5	6	7	8	9	x	h	s
Moisture	d		f		m		v		w		x		h	s
Depth	R		VS		S		M		MD		D			
Chemistry	k				n				z					

Vegetation Description

Graminoid or forb dominated system. Herbaceous cover > 50% and anchored to the surface. Trees if present may include black spruce, tamarack, and red maple but does not exceed 10% cover. Tall shrub cover ≤ 25%. Ecosite may be dominated by one specie or have a variable composition. Shrub species include pussy willow and red-osier dogwood. Herbaceous species include lake-bank sedge, tussock sedge, Canada blue-joint grass, and reed canary grass. Trace occurrence of non-vascular cover restricted to the edges of tussocks.

Trees	<i>Picea mariana</i> , <i>Larix laricina</i> , <i>Acer rubrum</i> , <i>Betula papyrifera</i> , <i>Fraxinus pennsylvanica</i> , <i>Ulmus americana</i>
Shrubs	<i>Salix discolor</i> , <i>Cornus stolonifera</i> , <i>Spiraea alba</i> var. <i>alba</i> , <i>Alnus viridis</i> ssp. <i>crispa</i>
Vascular Herbaceous	<i>Carex lacustris</i> , <i>C. stricta</i> , <i>Calamagrostis canadensis</i> , <i>Phalaris arundinacea</i> , <i>Impatiens capensis</i> , <i>Agrostis gigantea</i> , <i>Scirpus cyperinus</i> , <i>Polygonum</i> spp., <i>Juncus nodosus</i> , <i>Juncus alpinoarticulatus</i> , <i>Carex viridula</i> var. <i>viridula</i>



Ecology

Substrate has variable nutrient availability due to substrate texture and mineralogy. Secondary enrichment of site may occur if in contact with lake or stream water. Rooting zone in contact with minerotrophic groundwater. Limitation to plant growth due to excess moisture. Subjected to seasonal water fluctuations through seasonal flooding and near shore wave action.

Vascular plant cover and diversity variable, predominantly hydrophytic. Trees when present scattered and stunted. Fire does not have a large impact due to the wetness of the site, but can help maintain the ecosite through the reduction of woody species. Stable unless moisture levels change. The ecosite may convert to a shrub thicket when water levels decrease. Open conditions maintained by seasonal flooding and beaver activity.

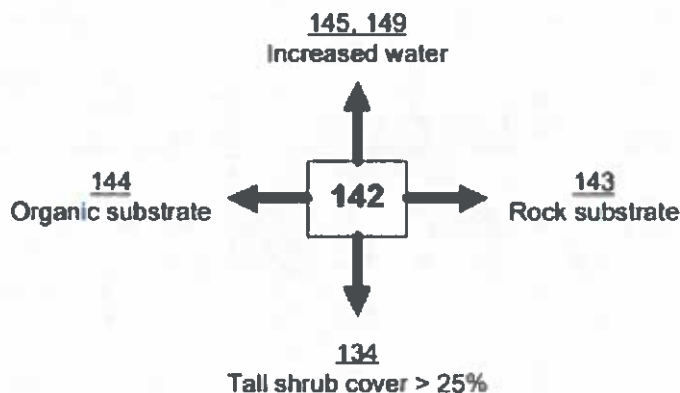
Ecoregional Variability

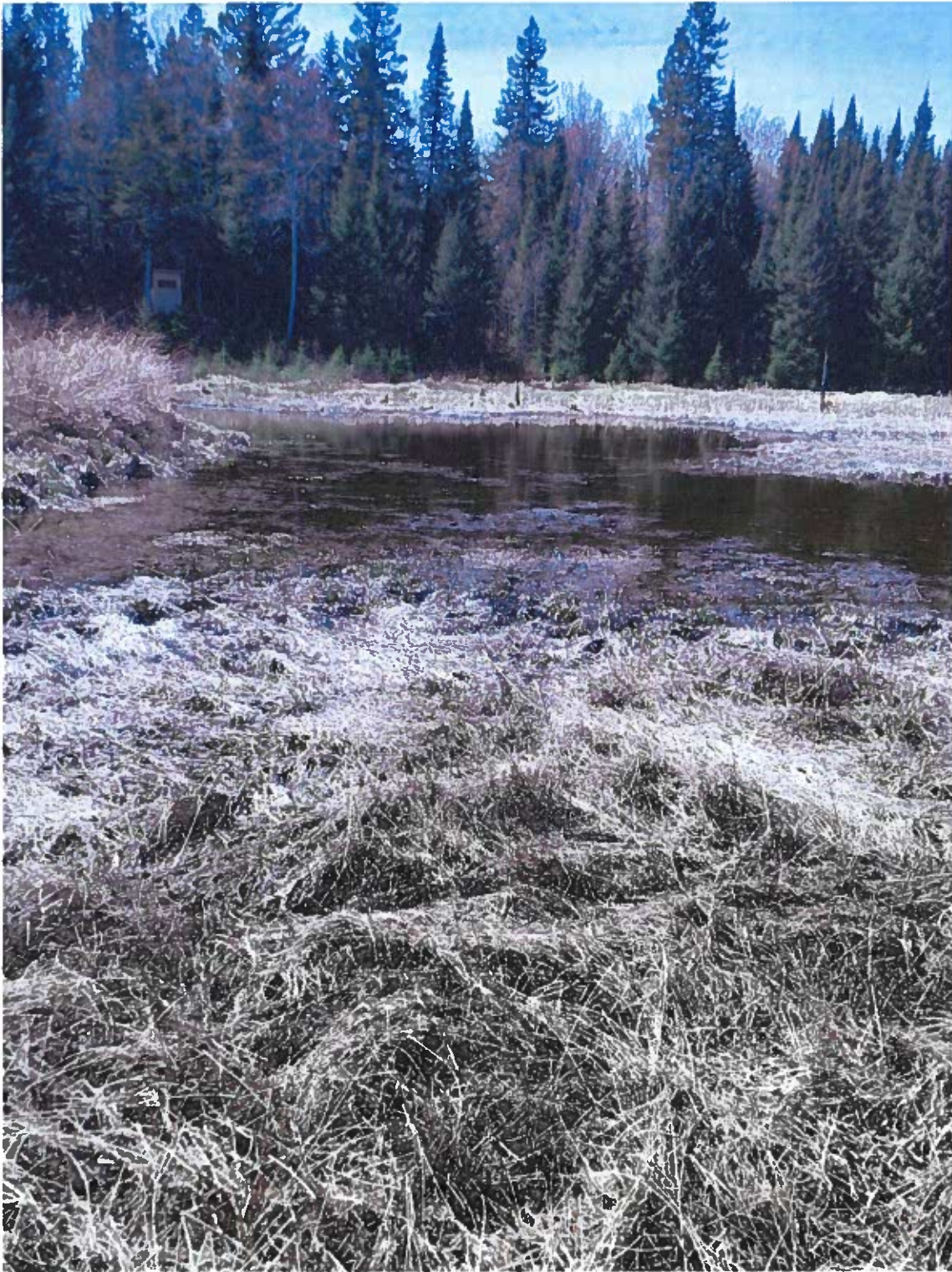
Widespread across Great Lakes-St. Lawrence range occurring in wetland basins, along streams and drainage ways, in drained beaver ponds, in shallow bays. Generally morainal, glaciolacustrine and glaciofluvial deposits. Atlantic coast plain species may occur along the shores of lakes in Parry Sound and Muskoka. These species may include Virginia meadow-beauty, Eaton's panic grass, Carolina yellow-eyed-grass, Carey's knotweed, bayonet rush, and golden hedge-hyssops. Typically non-calcareous, where calcareous increased plant diversity and vigour may occur.

Edaphic Variability

Hydric. Nutrient and moisture availability uniform. Mineral or peaty phase substrates likely. Generally on lower or level slopes adjacent to small streams, lakeshores, beaver meadows, ditches and occasionally in isolated basins. The ecosite often forms a mosaic of shrub and herb dominated areas, some open pools of water may be present. May be adjacent to a marsh or thicket. Microtopography variable ranging from uniformly level to mounds and hollows. Changes in peat elevation within the site result in better drained conditions supporting localized communities of low ericaceous shrubs and scattered black spruce and tamarack, wetter hollows dominated by graminoids, and open pools of water dominated by floating-leaved or emergent vegetation.

Related Ecosites





G142N Mineral Meadow Marsh ecosite mapped in the northwest corner of subject lands. Photo taken looking west over the lot line.

JAN 26 2023



The Corporation of the
Municipality of Magnetawan

Box 70 4304 Hwy 520
Magnetawan ON P0A 1P0

Phone 705 387 3947 Fax 705 387 4875
www.magnetawan.com

RECEIVED

Payment Rec
Jan 26/23
\$ 2700 -
cheque

APPLICATION FORM
ZONING BY-LAW AMENDMENT

Date Received by Municipality: _____

1) APPLICATION INFORMATION

Name of Applicant: EMILY AND STEVE FERRANTE
Mailing Address: 286 HALLS ROAD EAST, SUNDRIDGE ON, P0R1Z0
Telephone Number (Home): (705) 783-5665 Fax Number: _____
Telephone Number (Business): _____ Fax Number: _____

2) REGISTERED OWNER

If the Applicant is not the Registered Owner of the subject lands, then authorization from the Owner is required, as well as the following information:

Owners Name: EMILY AND STEVE FERRANTE
Mailing Address: _____
Telephone Number (Home): _____ Fax Number: _____

Correspondence to be sent to: Owner Agent Both

3) MORTGAGES, CHARGES OR OTHER ENCUMBRANCES

Name: ROYAL BANK OF CANADA
Mailing Address: 10 YORK MILLS ROAD 3RD FLOOR TORONTO ON M2P 0A2
Name: _____
Mailing Address: _____

4) SUBJECT LANDS

Geographic Township: CHARMAN Concession: 11 Lot: 7
Reference Plan: _____ Part/Block/Lot: _____
Street Name and Number: 286 HALLS ROAD EAST
(If corner lot, please include both Street Names)

Water Access only: _____

(Name of Waterbody)

Area of subject lands (ha): 40.5 Frontage (m): 402 +/- Depth (m): 1006 +/-

5) OFFICIAL PLAN / ZONING STATUS

What is the current designation of the *subject lands* in the approved Official Plan?

Rural And Agricultural

What is the current Zoning?

Ru-1 / CG / EP

6) REASONS FOR REQUEST

Please describe the reasons for and extent of, the request:

To SATISFY CONDITIONS OF CONSENT APPLICATION

7) ACCESS

Are the subject lands accessible by:

- Provincial Highway
- Municipal Road (seasonal maintenance)
- Municipal Road (year round maintenance)
- Right of Way
- Unopened Road Allowance
- Water Access
- Other (describe) _____

8) BUILDINGS, STRUCTURES AND USES

What are the existing buildings on the subject land? ONE HOME, ONE GARAGE

What are they used for? RESIDENTIAL

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	HOME	GARAGE	
Setback from Front Lot Line	34m	25m	
Setback from Rear Lot Line	94m	113m	
Setback from Side Lot Line	24m (WEST)	29.5m (WEST)	
Setback from Side Lot Line	37m (EAST)	28.0m (EAST)	
Height (metres)	3.6m	6.0m	
Dimensions	24' x 62'	30' x 34'	
Floor Area	1488 ft ²	1020 ft ²	
Date of Construction			

What is the proposed future use of the subject lands: RESIDENTIAL

Are any buildings or structures to be build on the subject lands?

yes no ON PROPOSED EAST LOT (10 Ha) 200 x 500 m

If yes, please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	HOUSE + ATTACHED GARAGE		
Setback from Front Lot Line	120 m		
Setback from Rear Lot Line	371 m		
Setback from Side Lot Line	79 m (WEST)		
Setback from Side Lot Line	100 m (EAST)		
Height (metres)	4.5 m		
Dimensions	30x40 / 30x30		
Floor Area	1200 ft ² / 900 ft ²		
Date of Construction	< 5 YEARS		

When were the subject lands acquired by the current owner? AUGUST 2020

How long have the "existing uses" continued on the subject lands? SINCE CONSTRUCTED

9) **SERVICING**

	<u>Municipal</u>	<u>Private</u>	<u>Other</u>
Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frontage on Road	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is storm drainage provided by:	<input type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Ditch	<input type="checkbox"/> Swale
	<input type="checkbox"/> Other (describe) _____		

10) **OTHER APPLICATIONS**

Are the subject lands also the subject of an application under the Planning Act for approval of a Plan of Subdivision or a Consent? yes no

If yes, what is the file number? B026/22

What is the status of the application? CONDITIONALLY APPROVED

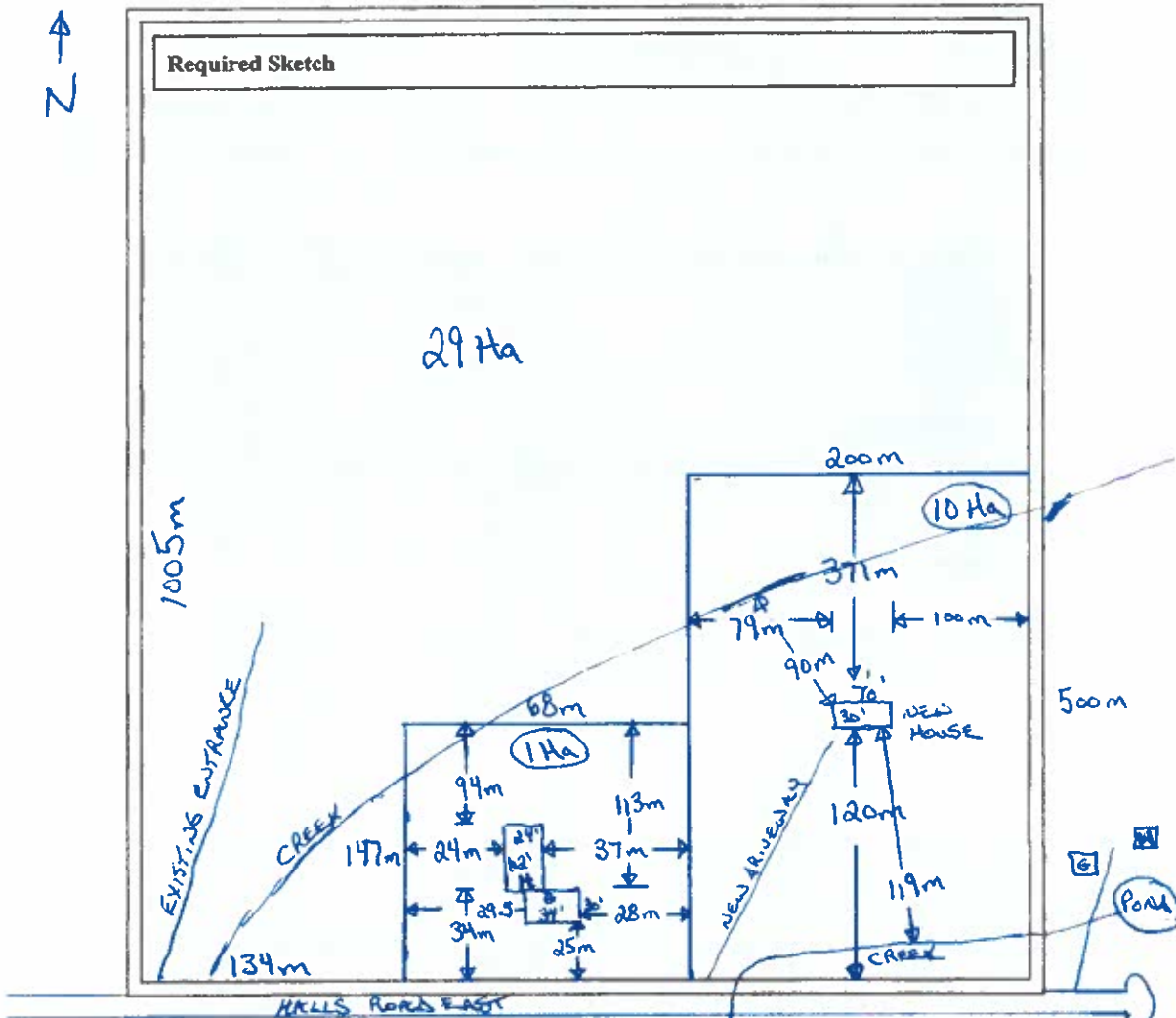
Have the subject lands ever been the subject of an application under Section 34 of *The Planning Act* (rezoning)? yes no

If yes, please provide a brief explanation: CG IN SOUTH WEST CORNER (INCORRECTLY MAPPED) (2001-26)

11) DRAWINGS

Please include a sketch showing the following:

- the boundaries and dimensions of the subject land;
- the location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the building or structures from the front yard lot line, rear yard lot line and side yard lot lines;
- the approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include: buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
- the current uses on land that is adjacent to the subject land;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right-of-way;
- if access to the subject land is by water only, the location of the parking and docking facilities to be used; and
- the location and nature of any easement affecting the subject land.



Required Sketch should include the following:

- ✓ Lot dimensions
- ✓ Major Physical Features
- ✓ Surrounding Land Uses
- ✓ Buildings and Structures
- ✓ Sewage and Water Systems

12) PERMISSION TO ENTER

I hereby authorize, the Members of Staff and/or Elected Members of the Council of the Municipality of Magnetawan, to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

Jan 26/2023
Date

[Signature]
Signature of Registered Owner(s) or Agent

13) FREEDOM OF INFORMATION

I hereby provide authority for any information contained in this application, to be released in accordance with the Freedom of Information Act.

Jan 26/2023
Date

[Signature]
Signature of Registered Owner(s) or Agent

14) PAYMENT OF FEE AND DEPOSIT

- Application Fee As per the current Fees and Charges By-law
- Residential Deposit Fee As per the current Fees and Charges By-law
- Commercial/Industrial Deposit Fee As per the current Fees and Charges By-law

The "deposit" shall be used for expenses as defined below. As for the date of this application, I further hereby agree to pay for and bear the entire cost and expense for any engineering, legal, landscape, architectural and/or planning consulting expenses incurred by the Municipality of Magnetawan during the processing of this Application, in addition to the Application Fee set by the Municipality of Magnetawan.

An additional deposit shall be required if the deposit is insufficient to complete the Application.

Jan 26/2023
Date

[Signature]
Signature of Registered Owner(s)

Note: All Invoices for payment shall be sent to the person(s) indicated in Section 2) Owner of this application, unless otherwise requested.

If the Applicant/Owner is a Corporation, the Applicant/Owner shall provide certification that he/she has the authority to Bind the Corporation.

15) AFFIDAVIT

I, [Signature] of the Municipality of magnetawan in the District of Parry Sound solemnly declare that all of the above statements contained herein and in all exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME at Municipal Office in the Municipality of magnetawan of Parry Sound this 27 day of January

Jan 27/2023
Date

[Signature]
Signature of Registered Owner(s) or Agent

Laura Brandt
Deputy Clerk
Commissioner for taking oaths
Municipality of Magnetawan
District of Parry Sound

[Signature]

FEB 22 2023



The Corporation of the
Municipality of Magnetawan

Box 70 4304 Hwy 520
Magnetawan ON POA 1P0
Phone 705 387 3947 Fax 705 387 4875
www.magnetawan.com

RECEIVED

paid \$700 fee
paid \$1300
deposit
~~2~~

APPLICATION FORM

MINOR VARIANCE

Date Received by Municipality: _____

1) APPLICATION INFORMATION

Name of Applicant: RAY & LOUISE MACCALLINI
Mailing Address: 4247 Hwy 520 Box 165
Telephone Number (Home): _____ Fax Number: _____
Telephone Number (Business): (705) 571-3356 Fax Number: _____

2) REGISTERED OWNER

If the Applicant is not the Registered Owner of the subject lands, then authorization from the Owner is required, as well as the following information:

Owners Name: RAY & LOUISE MACCALLINI
Mailing Address: 4247 Hwy 520 Box 165
Telephone Number (Home): (705) 571-3356 Fax Number: _____

Correspondence to be sent to: Owner Agent Both

3) MORTGAGES, CHARGES OR OTHER ENCUMBRANCES

Name: NA
Mailing Address: _____
Name: _____
Mailing Address: _____

4) SUBJECT LANDS

Geographic Township: MAGNETAWAN Concession: _____ Lot: _____
Reference Plan: 319 PT LOT 10 W/SN Part/Block/Lot: 1 F 2
Street Name and Number: SPARKS ST R1242 R2564 Hwy 520
(If corner lot, please include both Street Names)

Water Access only: _____
(Name of Waterbody)

Area of subject lands (ha): 165 x 54 Frontage (m): 54 ft Depth (m): 165

5) OFFICIAL PLAN / ZONING STATUS

What is the current designation of the *subject lands* in the approved Official Plan?

What is the current Zoning?

COMMERCIAL - RESIDENTIAL

6) REASONS FOR REQUEST

Please describe the reasons for and extent of, the request:

- (1) MADE AS PART OF THE J.P.T AGREEMENT OF FEB 14 - 2023
- (2) TO CLARIFY THE TERM OF J.P.T
- (3) TO GET RESOLUTION FOR THE RECONSTRUCTION OF THE EXISTING DECK AS PER THE J.P.T

7) ACCESS

Are the subject lands accessible by:

- Provincial Highway
- Municipal Road (seasonal maintenance)
- Municipal Road (year round maintenance)
- Right of Way
- Unopened Road Allowance
- Water Access
- Other (describe) _____

8) BUILDINGS, STRUCTURES AND USES

What are the existing buildings on the subject land? 4247 Hwy 520 (AARORA PIZZA)
BUSINESS / RESIDENTIAL AND 10 X 10 STORAGE BUILDING

What are they used for? BUSINESS & STORAGE

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	FRAME	FRAME	
Setback from Front Lot Line	7'11"	STORAGE	
Setback from Rear Lot Line	134'		
Setback from Side Lot Line	4'6"		
Setback from Side Lot Line	15'		
Height (metres)	Approx 6.1m	Approx 4.5m	
Dimensions	23 ft x 35 ft	10 x 10 ft	
Floor Area	803 sq ft	100 sq ft	
Date of Construction	Not known	JUNE 2020	

REFER TO YOUR MASTER LIST

What is the proposed future use of the subject lands? SEE SECTION 8

Are any buildings or structures to be build on the subject lands?
 yes no

If yes, please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building			
Setback from Front Lot Line			
Setback from Rear Lot Line			
Setback from Side Lot Line			
Setback from Side Lot Line			
Height (metres)			
Dimensions			
Floor Area			
Date of Construction			

When were the subject lands acquired by the current owner? FEB 8/2019

How long have the "existing uses" continued on the subject lands? FEB 8/2019

9) SERVICING

	<u>Municipal</u>	<u>Private</u>	<u>Other</u>
Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frontage on Road	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is storm drainage provided by: Sewer Ditch Swale
 Other (describe) _____

10) OTHER APPLICATIONS

Are the subject lands also the subject of an application under the Planning Act for approval of a Plan of Subdivision or a Consent? yes no

If yes, what is the file number? _____

What is the status of the application? _____

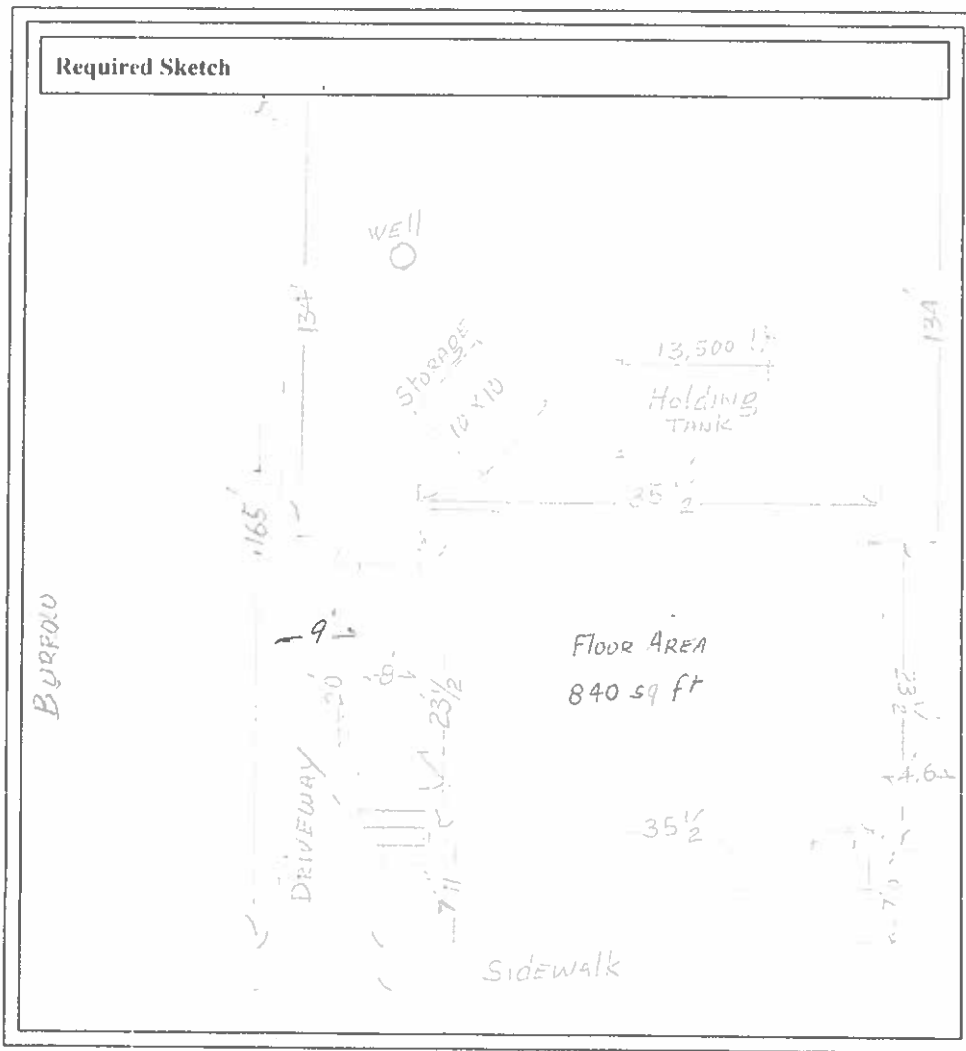
Have the subject lands ever been the subject of an application under Section 34 of The Planning Act (rezoning)? yes no NOT TO OUR KNOWLEDGE

If yes, please provide a brief explanation: REFER TO YOUR MASTER LIST

11) DRAWINGS

Please include a sketch showing the following:

- the boundaries and dimensions of the subject land,
- the location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the building or structures from the front yard lot line, rear yard lot line and side yard lot lines,
- the approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include: buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
- the current uses on land that is adjacent to the subject land;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right-of-way;
- if access to the subject land is by water only, the location of the parking and docking facilities to be used; and
- the location and nature of any easement affecting the subject land.



Required Sketch should include the following:

- Lot dimensions 54' x 165'
- Buildings and Structures
- Major Physical Features
- Sewage and Water Systems
- Surrounding Land Uses

12) PERMISSION TO ENTER

I hereby authorize, the Members of Staff and/or Elected Members of the Council of the Municipality of Magnetawan, to enter upon the subject lands ~~and parcels~~ for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

Feb 21/2023
Date

Ray MacCallini Louise MacCallini
Signature of Registered Owner(s) or Agent

13) FREEDOM OF INFORMATION

I hereby provide authority for any information contained in this application, to be released in accordance with the Freedom of Information Act.

FEB - 21 - 2023
Date

Ray MacCallini Louise MacCallini
Signature of Registered Owner(s) or Agent

14) PAYMENT OF FEE AND DEPOSIT

- Application Fee As per the current fees and charges By-law \$700.00
 - Deposit Fee (By-law 2004-09) As per the current fees and charges By-law \$2,000.00
- TOTAL \$2,000

The 'deposit' shall be used for expenses as defined below. As of the date of this application, I further hereby agree to pay for and bear the entire cost and expense for any engineering, legal, landscape, architectural and/or planning consulting expenses incurred by the Municipality of Magnetawan during the processing of this Application, in addition to the Application Fee set by the Municipality of Magnetawan.

An additional deposit shall be required if the deposit is insufficient to complete the Application.

Feb - 21 - 2023
Date

Ray MacCallini Louise MacCallini
Signature of Registered Owner(s)

SEE J.P.T FEB 14-2023

Note: All Invoices for payment shall be sent to the person(s) indicated in Section 2) Owner of this application, unless otherwise requested.

If the Applicant/Owner is a Corporation, the Applicant/Owner shall provide certification that he/she has the authority to Bind the Corporation

15) AFFIDAVIT

I, Ray MacCallini of the Village of Magnetawan in the Municipality of Magnetawan solemnly declare that all of the above statements contained herein and in all exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME at the Municipal Office in the Village of Magnetawan this 23rd day of February 2023.

Feb 21/2023
Date

Ray MacCallini Louise MacCallini
Signature of Registered Owner(s) or Agent

**COMMITTEE OF ADJUSTMENT NOTICE OF
HEARING**

IN THE MATTER OF Subsections (1 and 2) of Section 45 of the Planning Act, R.S.O., 1990.

TAKE NOTICE that the Municipality of Magnetawan has received a complete application for Minor Variance and that the Committee of Adjustment of the Corporation of the Municipality of Magnetawan will hold a Public Hearing on:

March 29th, 2023

At 1:00 pm. at the

Municipality of Magnetawan Municipal Office, 4304 Hwy #520, Magnetawan, Ontario

THE PURPOSE OF THE PUBLIC HEARING is to consider a Minor Variance application submitted by the Owner of Village of Magnetawan Plan 319, PT Lot 10 W/S N Sparks Street RP 42R 2564 Part 1 &2, Municipally known as 4247 Highway 520. The proposed a minor variance application for relief from Zoning By-law 2001-26, as amended, Section 3.1 (h) (ii).

The applicant has requested the following Minor Variance to permit:

Provision	By-law 2001-26	Requested
3.1 h) Commercial and Industrial Use	3 metre to an interior side lot line	1. A interior yard setback of .8 metres on the East lot line and a 1.6 metres relief for the West lot line

INFORMATION AVAILABLE

Information relating to the proposed Minor Variance application is available for public review on the municipal website – www.magnetawan.com – or by request during business hours, Monday to Friday from 8:30 am to 4:00 pm, at the Municipality of Magnetawan Municipal Office (4304 Hwy #520 Magnetawan, Ontario, POA 1P0) or by emailing: ekellogg@magnetawan.com

NOTICE OF DECISION

If you wish to be notified of the decision of Municipality of Magnetawan on the proposed Minor Variance, you must make a written request to Erica Kellogg, Acting Deputy Clerk at the Municipality of Magnetawan.

ORAL AND WRITTEN SUBMISSION – APPEAL

If a person or public body would otherwise have an ability to appeal the decision of the Council and the Municipality of Magnetawan to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Magnetawan before the Minor Variance is approved, the person or public body is not entitled to appeal the decision and the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Individuals who make written submissions should be aware that their submission and any personal information in their correspondence will become part of the public record and made available to the Applicant, Committee and Council.

PLEASE SUBMIT ANY WRITTEN COMMENTS TO ERICA KELLOGG Quoting File

No: MACCALLINI - MINOR VARIANCE

Erica Kellogg, Acting-Deputy Clerk,

ekellogg@magnetawan.com

Municipality of Magnetawan, P.O. Box 70

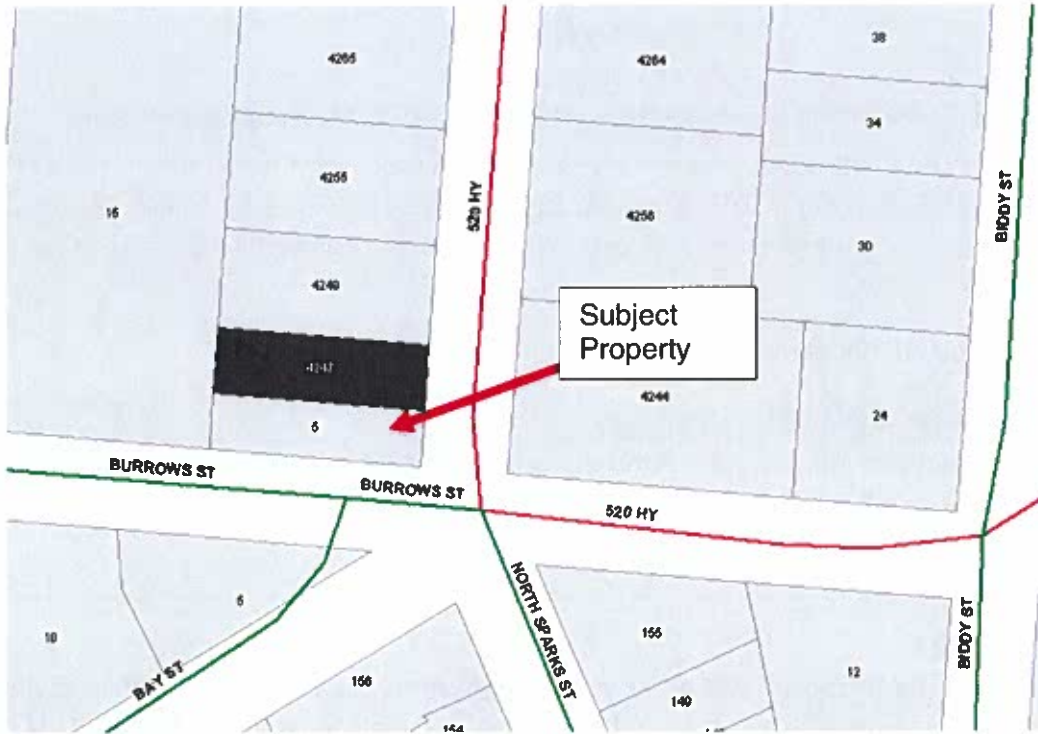
Magnetawan, Ontario, POA 1P0 705-

387-394 ext. 1001

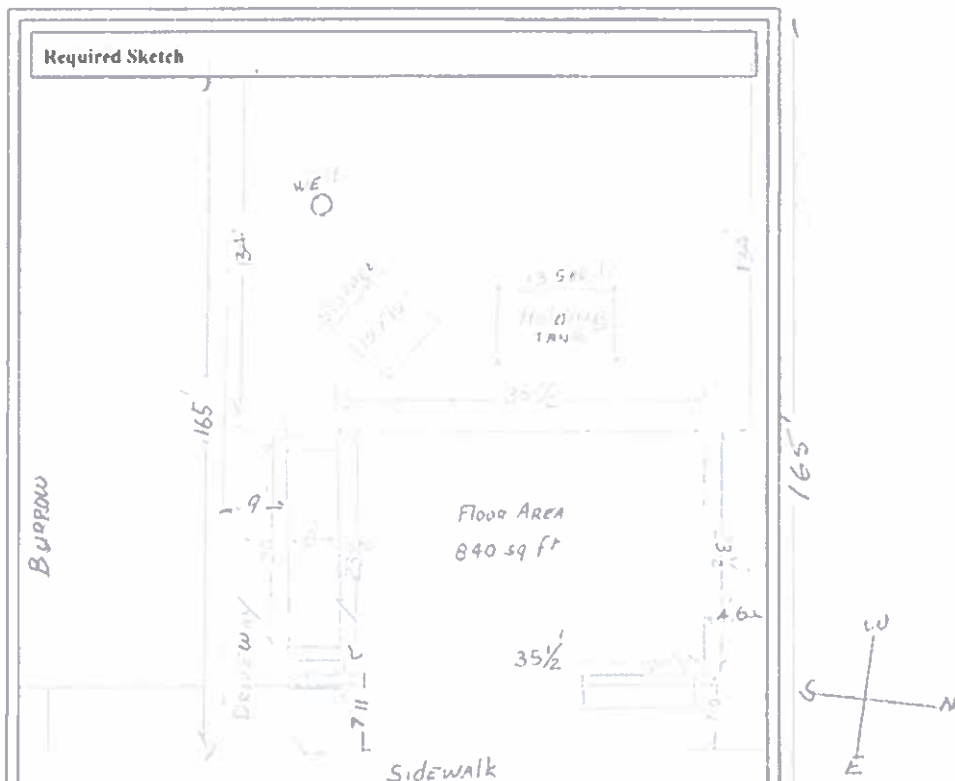
Page 80 of 302

DATED at the Municipality of Magnetawan this 19th day of March 2023.

KEY MAP OF SUBJECT PROPERTY



PROPOSED SITE PLAN





STAFF REPORT

To:	Committee of Adjustment
From:	Erica Kellogg – Acting Deputy Clerk – Planning and Development
Application:	Minor Variance, Proposed Construction of an Accessory Structure
Subject Land:	4247 Highway 520, Plan 319, PT Lot 10 W/S N Sparks Street RP 42R 2564 Part 1 & 2, Municipality of Magnetawan
Report Date:	March 29, 2023

Recommendation:

That the Minor Variance Application MV-02-23, 4247 Highway 520 be approved as requested with the following conditions:

- 1) The construction and installation be substantially in compliance with the Plans submitted with the Application and Figure 3;
- 2) Prior to construction, the existing porch roof must be removed and the deck will need to be reconstructed;
- 3) Prior to construction all required building permits be obtained from the Municipal Chief Building Official.
- 4) Reduce the minimum interior yard setback, as required by Section 3.1 h)(iii), from 3 metres to 3.8 meters on the east side and from 3 metres to 4.6 meters on the west side;
- 5) Applicant is to be current with Municipal taxes.

Background

The applicants, Ray and Louise MacCallini are proposing to bring an existing structure (deck) into compliance as a result of legal proceedings. The Minor Variance application is intended to address required Zoning setbacks for the existing structure and *Building Code* compliance.

The subject lands are located at Plan 319 Part Lot 10 W/S N Sparks Street, Village of Magnetawan, known as 4247 Highway 520, Figure #1. The subject land is Zoned Village Commercial (CV), surrounding uses are primarily commercial uses with some residential uses to the north.

The subject land is approximately 8712.00 square meters (0.20 acres) and has 53.98 metres of frontage on Highway 520 with a depth of 65 meters. The application seeks relief from the current Zoning By-law to permit a deck that exceeds interior yard setbacks.

The subject land consists of one dwelling (894 ft²) and detached shed (100ft²) for a combined lot coverage of 994 ft².

The applicants constructed a deck without obtaining a building permit and the structure does not comply with existing setbacks at the time of construction. The Zoning By-law includes a definition for 'structure' that reads, "*anything that is erected, built or constructed of parts joined together and attached or fixed permanently to the ground or any other structure...*"

Planning Review

Section 45 of the *Planning Act* identifies four tests that must be satisfied in order to support minor variance applications, these include:

Is the general intent and purpose of the Official Plan maintained?

The subject land is designated to be within the Community Boundary within the Official Plan, Schedule C.

Section 3.0 2) (Objectives) states that the Official Plan objectives include “to encourage economic development and provide opportunities for economic growth and diversification in a manner that fosters a positive business environment in the Municipality and that is compatible with the character and environment of the Municipality.”. The proposed existing structure is utilized for the existing business and as such, this application and proposed use conforms to Section 3.0 2) of the Municipality’s Official Plan.

Section 5.1 (Magnetawan Village and Ahmic Harbour Communities) states that “Magnetawan Village and Ahmic Harbour are historic settlement nodes that have developed as permanent communities and are identified on Schedule A as Community. The permitted uses within this designation are residential, commercial, small-scale industrial and open space. This Plan encourages a revitalization of these communities through infilling of residential opportunities and through the development of commercial uses that support the community and adjacent surrounding seasonal and rural uses. Magnetawan Village and Ahmic Harbour will develop according to the following policies”. The proposed structure is currently utilized for the existing business and does support the community through the commercial development use, as such, the proposed accessory garage conforms to Section 9.3 (Accessory Uses) of the Municipality of Magnetawan Official Plan.

Is the general intent and purpose of the Zoning By-law maintained?

The subject land is zoned Village Commercial (CV) in the Municipality’s Zoning By-law 2001-26, Schedule B1.

Section 3.1 a) specifies that “where this by-law provides that a lot may be used and a building or structure may be erected or used for a purpose, that purpose shall include any accessory building or structure or accessory use provided that a valid building permit for the principal use, if required, is issued or that the principal building or structure is already in existence”. The Zoning By-law permits accessory structures within the CV Zone with a valid building permit.

Section 3.1 c) specifies that “the total lot coverage of all accessory buildings and structures, excluding swimming pools, shall not exceed 5 per cent of the lot area nor shall the height of any accessory building or structure exceed 6 metres except where a second storey is permitted the accessory building may be 8.5 metres in height”. The proposed structure is 160.0 sqft², combined with the existing 160 sqft² shed, the total lot coverage for accessory structures will be 3.7%. According to the application the property is in compliance with the required 5% lot coverage.

Section 3.1 h) iii) specifies that for commercial and industrial uses “.. no building or structure accessory to a Commercial or Industrial use shall be erected closer than 3 meters to an interior side lot line. The subject property does not abut an improved public street or unopened road allowance on a corner lot, thus both side lot lines are deemed to be interior. According to the site plan provided by the applicant, the proposed structure does not comply with the minimum interior side yard set back on both the east and west lot line. The application is seeking relief of a .8 metre set back from the east lot line and a 1.6 metre set back from the west lot line. The rear and front yard set back are compliant with the Commercial Village setbacks.

Typically, yard setbacks are required to ensure adequate separation between accessory buildings, roads and neighbouring properties. Setbacks prevent structures from being too close to existing development to minimize impacts.

Is the proposed amendment desirable for the appropriate development or use of the land?

The accessory structure is an extension/accessory to the existing commercial use on the property. The proposed amendment would be desirable for the appropriate use and would add to the existing commercial use, provided it is reconstructed as noted within the recommendations.

Is the proposed development minor in nature?

The proposed construction of an 8ft x 20ft deck as an accessory to the existing structure is minor in nature and would have limited impact on abutting property owners.

Summary:

It is the opinion of the Municipal Staff that this application has meet the four tests of a minor variance. Therefore, we are recommending that the application be approved with conditions.

Public Consultation & Notice

Notice of the application and Public Hearing has been circulated to property owners within 60 metres of the subject property. Residents have the right to speak in favor or opposition of the application at the Public Hearing or by making a written statement to the Municipality prior to the decision. Notice was also provided to required agencies in accordance with the Planning Act.

This report will be posted on the Municipality website along with the Notice of Hearing for further information to the public.

Comments from Departments:

Building Department: Porch roof must be removed, deck will need to be reconstructed too.

Roads Department: No concerns or comments

Fire Department: No concerns or comments

By-law Department: No evidence of By-law infractions.

Respectfully submitted,


Erica Kellogg
Acting Deputy Clerk – Planning and Development

Figure 1

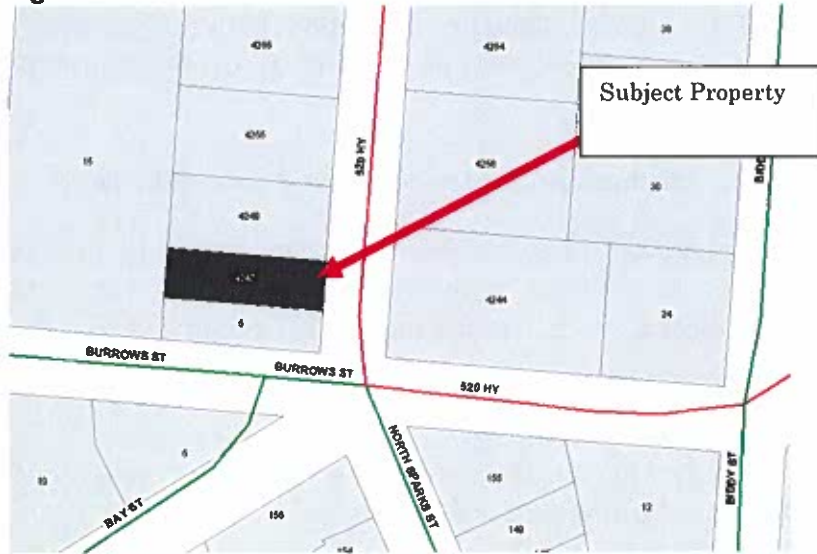


Figure 2

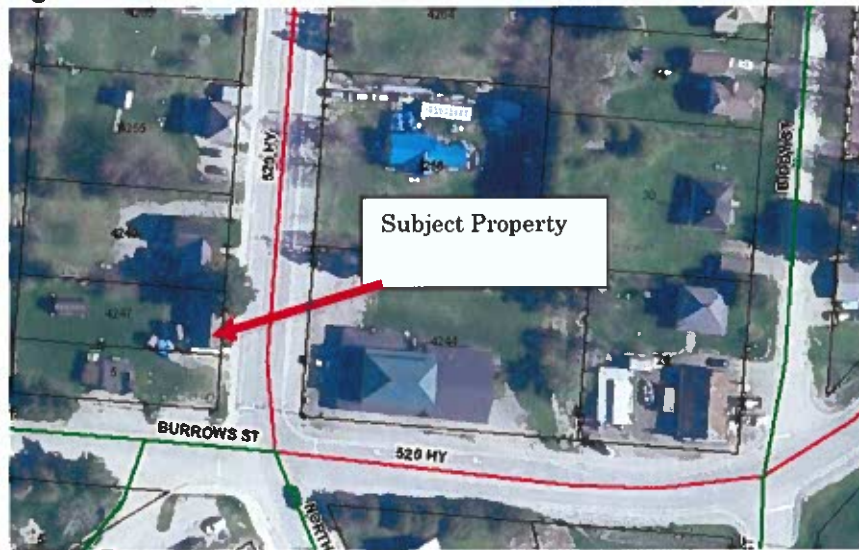


Figure 3



EFT
\$ 700 fee



The Corporation of the
Municipality of Magnetawan
Box 70 4304 Hwy 520
Magnetawan ON POA 1P0
Phone 705 387 3947 Fax 705 387 4875
www.magnetawan.com

APPLICATION FORM

MINOR VARIANCE

Date Received by Municipality: Feb 16/2023

1) APPLICATION INFORMATION

Name of Applicant Krystian Placha
Mailing Address 3766 Densbury Drive, Mississauga, Ontario L5N6Z2
Telephone Number (Home) 647 274 9856 Fax Number _____
Telephone Number (Business) _____ Fax Number _____

2) REGISTERED OWNER

If the Applicant is not the Registered Owner of the subject lands, then authorization from the Owner is required, as well as the following information:

Owners Name: _____
Mailing Address: _____
Telephone Number (Home) _____ Fax Number _____

Correspondence to be sent to: Owner Agent Both

3) MORTGAGES, CHARGES OR OTHER ENCUMBRANCES

Name The Bank Of Nova Scotia
Mailing Address 3295 Derry Road West, Mississauga, Ontario L5N7L7
Name _____
Mailing Address _____

4) SUBJECT LANDS

Geographic Township Chapman Concession 1 Lot 19
Reference Plan _____ Part/Block/Lot: _____
Street Name and Number 2421 Highway 520
(If corner lot, please include both Street Names)
Water Access only _____
(Name of Waterbody)
Area of subject lands (ha) 0.1159 Frontage (m) 30.5 Depth (m) 37.5

5) OFFICIAL PLAN / ZONING STATUS

What is the current designation of the *subject lands* in the approved Official Plan?

Shoreline

What is the current Zoning?

Shoreline Residential

6) REASONS FOR REQUEST

Please describe the reasons for and extent of the request

Looking to build a 540 square-foot freestanding garage.

7) ACCESS

Are the subject lands accessible by:

- Provincial Highway
- Municipal Road (seasonal maintenance)
- Municipal Road (year round maintenance)
- Right of Way
- Unopened Road Allowance
- Water Access
- Other (describe): _____

8) BUILDINGS, STRUCTURES AND USES

What are the existing buildings on the subject land? House

What are they used for? Living space

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	House		
Setback from Front Lot Line	14.0m		
Setback from Rear Lot Line	12.5m		
Setback from Side Lot Line	10.3m		
Setback from Side Lot Line	9.1m		
Height (metres)	7.5m		
Dimensions	11.6m x 11m		
Floor Area	609sqm		
Date of Construction	1989		

What is the proposed future use of the subject lands Residential, no change from current.

Are any buildings or structures to be build on the subject lands?

yes no

If yes, please complete the following for each building or structure

	Building One	Building Two	Building Three
Type of Building	Garage		
Setback from Front Lot Line	14.0m		
Setback from Rear Lot Line	12.5m		
Setback from Side Lot Line	1.5m		
Setback from Side Lot Line	25m		
Height (metres)	5.9m		
Dimensions	11m x 4.6m		
Floor Area	164.6 sqm		
Date of Construction	2023		

When were the subject lands acquired by the current owner? 2010

How long have the "existing uses" continued on the subject lands? Since build in 1989

9) **SERVICING**

	Municipal	Private	Other
Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frontage on Road	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is storm drainage provided by	<input type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Ditch	<input type="checkbox"/> Swale
	<input type="checkbox"/> Other (describe) _____		

10) **OTHER APPLICATIONS**

Are the subject lands also the subject of an application under the Planning Act for approval of a Plan of Subdivision or a Consent? yes no

If yes, what is the file number? _____

What is the status of the application? _____

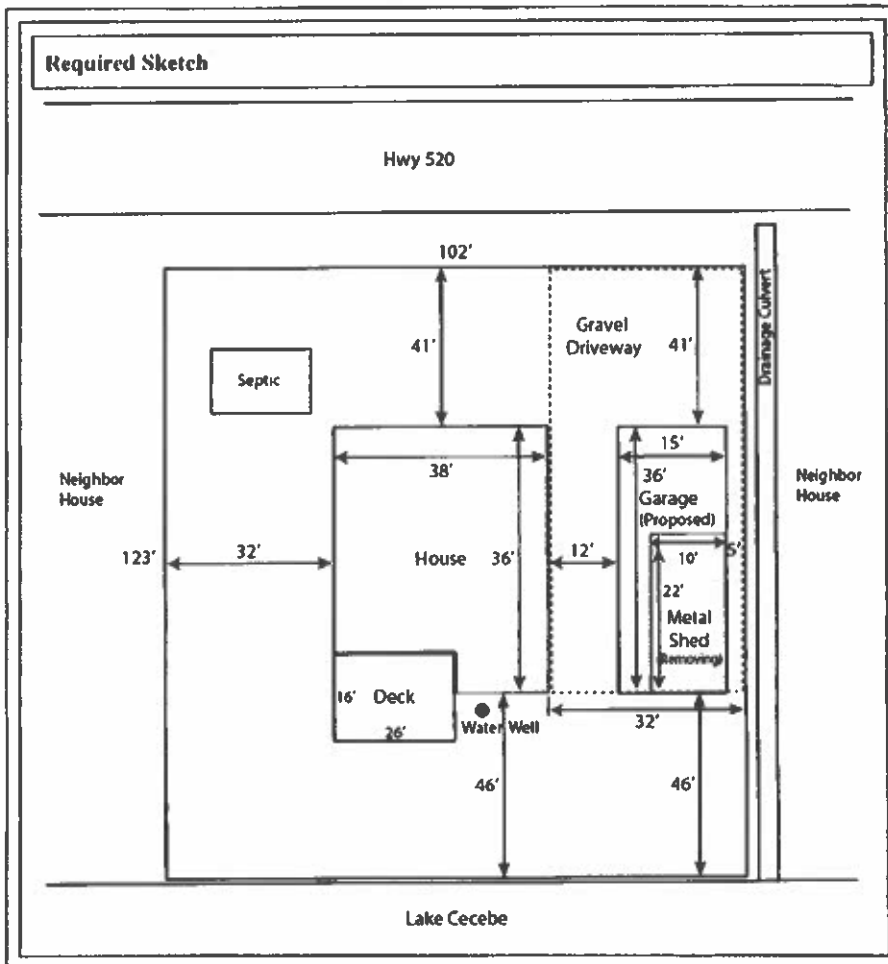
Have the subject lands ever been the subject of an application under Section 34 of *The Planning Act* (rezoning)? yes no

If yes, please provide a brief explanation: _____

11) DRAWINGS

Please include a sketch showing the following:

- the boundaries and dimensions of the subject land;
- the location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the building or structures from the front yard lot line, rear yard lot line and side yard lot lines;
- the approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include: buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
- the current uses on land that is adjacent to the subject land;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- if access to the subject land is by water only, the location of the parking and docking facilities to be used; and
- the location and nature of any easement affecting the subject land.



Required Sketch should include the following:

- ✓ Lot dimensions
- ✓ Major Physical Features
- ✓ Surrounding Land Uses
- ✓ Buildings and Structures
- ✓ Sewage and Water Systems

12) PERMISSION TO ENTER

I hereby authorize the Members of Staff and/or Elected Members of the Council of the Municipality of Magnetawan, to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

February 15, 2023 KPlacha
Date Signature of Registered Owner(s) or Agent

13) FREEDOM OF INFORMATION

I hereby provide authority for any information contained in this application, to be released in accordance with the Freedom of Information Act.

February 15, 2023 KPlacha
Date Signature of Registered Owner(s) or Agent

14) PAYMENT OF FEE AND DEPOSIT

- Application Fee As per the current fees and charges By-law
- Deposit Fee As per the current fees and charges By-law
(By-law 2004 09)

The 'deposit' shall be used for expenses as defined below. As of the date of this application, I further hereby agree to pay for and bear the entire cost and expense for any engineering, legal, landscape, architectural and/or planning consulting expenses incurred by the Municipality of Magnetawan during the processing of this Application, in addition to the Application Fee set by the Municipality of Magnetawan.

An additional deposit shall be required if the deposit is insufficient to complete the Application.

February 15, 2023 KPlacha
Date Signature of Registered Owner(s)

Note: All Invoices for payment shall be sent to the person(s) indicated in Section 2) Owner of this application, unless otherwise requested.

If the Applicant/ Owner is a Corporation, the Applicant/Owner shall provide certification that he/she has the authority to Bind the Corporation.

15) AFFIDAVIT

I Krystian Placha of the 2421 Hwy 520 in the Municipality of Magnetawan solemnly declare that all of the above statements contained herein and in all exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME at 19:20 in the City of Mississauga this 15th day of February, 2023

February 15, 2023 KPlacha
Date Signature of Registered Owner(s) or Agent

No Permit Required Confirmation

#2023-56

Issued by: Ministry of Transportation of Ontario

02/02/2023



Page 1 of 1

Application 2023-00000317

Permit Type

Buildings, Structures and Land Use

Contacts

Applicant Contact

Krystian Placha - *primary contact*

Phone: +1 (547) 274-9856

Email: kplacha@gmail.com

Additional Contacts

Registered Property Owner

Krystian Placha - *primary contact*

Site Location Address

2421 Ontario 520

Burk's Falls

Ontario P0A1C0

Lat: 45.641438

Long: -79.546441

Description

Use of facility

Residential

Purpose of application

Construct

Type of facility

Building

Is this application part of a
severance, subdivision, minor
variance, zoning amendment, or
site plan approval?

No

Have any permits been previously
issued ?

No

Brief description

I plan to build a 540 sq-ft garage. Drawing attached.

Uploaded Files

- mto-application.PNG - Drawing - Note: Site plan of property, green box is the proposed garage placement.

This confirmation is deemed invalid if not accompanied with the corresponding cover letter.

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Ministry of Transportation
Highway Corridor Management Section - Huntsville Office
207 Main St W
Huntsville, ON
P1H 1Z9

Thursday, February 2, 2023

Dear Krystian Placha:

Re: No Permit Required Confirmation #2023-56

Please find attached, your No Permit Required Confirmation which is only valid if it is presented along with this cover letter. The document verifies that the applicant does not require a permit from the Ministry of Transportation's Highway Corridor Management Office. However, other government permits may apply.

Should the information provided by the applicant change, this confirmation will be deemed invalid. If you have any questions or require further assistance, please contact the undersigned.

Sincerely,

Christopher Marsh

Christopher.Marsh@ontario.ca

Corridor Management Officer, Highway Corridor Management Section - Huntsville Office

**COMMITTEE OF ADJUSTMENT NOTICE OF
HEARING**

IN THE MATTER OF Subsections (1 and 2) of Section 45 of the Planning Act, R.S.O., 1990.

TAKE NOTICE that the Municipality of Magnetawan has received a complete application for Minor Variance and that the Committee of Adjustment of the Corporation of the Municipality of Magnetawan will hold a Public Hearing on:

March 29th, 2023

At 1:00 pm. at the

Municipality of Magnetawan Municipal Office, 4304 Hwy #520, Magnetawan, Ontario

THE PURPOSE OF THE PUBLIC HEARING is to consider a Minor Variance application submitted by the Owner of Village of Magnetawan Lot 19 Concession 1, Municipally known as 2421 Highway 520. The proposed a minor variance application for relief from Zoning By-law 2001-26, as amended, Section 3.1 (h) (ii).

The applicant has requested the following Minor Variance to permit:

Provision	By-law 2001-26	Requested
3.1 c) Accessory Lot Coverage	5% lot coverage for accessory buildings	1. A total accessory lot coverage of 5.4%
4.2.2 vii) Max lot coverage	15% total lot coverage	2. A total of 18.9% lot coverage in Residential Shoreline
4.2.2 iii) Front Yard Setback	15 metres	3. A front yard setback of 14 metres to an accessory storage shed from the shoreline.

INFORMATION AVAILABLE

Information relating to the proposed Minor Variance application is available for public review on the municipal website – www.magnetawan.com – or by request during business hours, Monday to Friday from 8:30 am to 4:00 pm, at the Municipality of Magnetawan Municipal Office (4304 Hwy #520 Magnetawan, Ontario, POA 1P0 or by emailing: ekellogg@magnetawan.com

NOTICE OF DECISION

If you wish to be notified of the decision of Municipality of Magnetawan on the proposed Minor Variance, you must make a written request to Erica Kellogg, Acting Deputy Clerk at the Municipality of Magnetawan.

ORAL AND WRITTEN SUBMISSION – APPEAL

If a person or public body would otherwise have an ability to appeal the decision of the Council and the Municipality of Magnetawan to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Magnetawan before the Minor Variance is approved, the person or public body is not entitled to appeal the decision and the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Individuals who make written submissions should be aware that their submission and any personal information in their correspondence will become part of the public record and made available to the Applicant, Committee and Council.

PLEASE SUBMIT ANY WRITTEN COMMENTS TO ERICA KELLOGG Quoting File No:

PLACHA - MINOR VARIANCE

Erica Kellogg, Acting-Deputy Clerk, ekellogg@magnetawan.com

Municipality of Magnetawan, P.O. Box 70

Magnetawan, Ontario, POA 1P0 705-

387-3947 ext. 1001

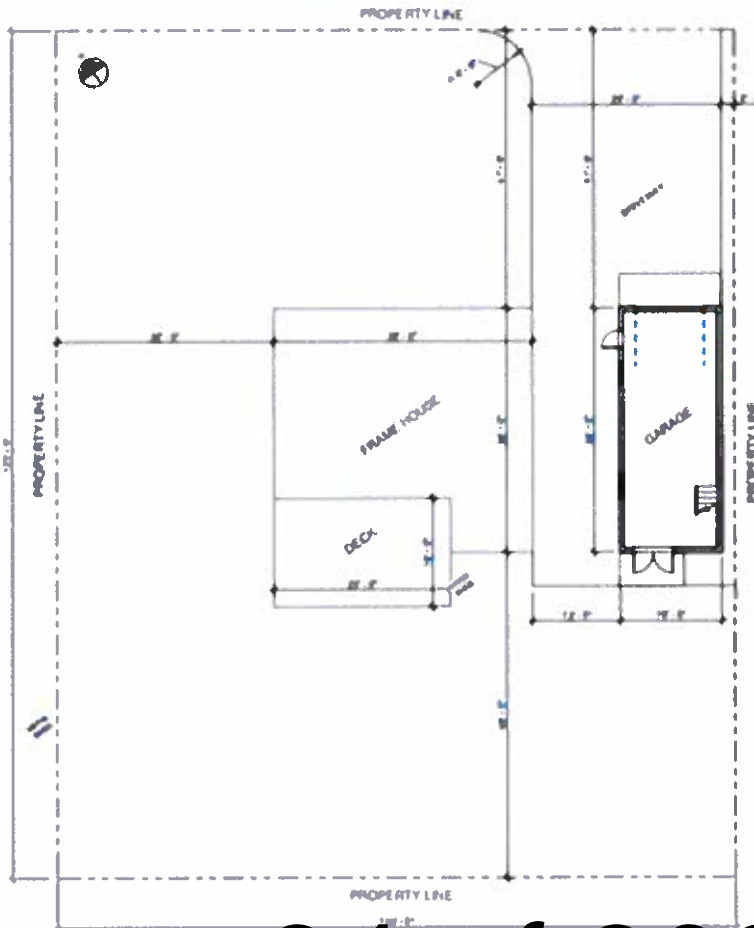
Page 93 of 302

DATE: at the Municipality of Magnetawan this 1st day of March, 2023

KEY MAP OF SUBJECT PROPERTY



PROPOSED SITE PLAN





STAFF REPORT

To:	Committee of Adjustment
From:	Erica Kellogg – Acting Deputy Clerk – Planning and Development
Application:	Minor Variance, Proposed Construction of an Accessory Building
Subject Land:	2421 Highway 520, Lot 19, Concession 1, Chapman, Municipality of Magnetawan
Report Date:	March 29, 2023

Recommendation:

That the Minor Variance Application MV-01-23, 2421 Highway 520 be approved as requested with the following conditions:

- 1) Reduce the Minimum Front Yard setback, as required by Section 4.1 iii), from 15 metres to 14 metres, in order to accommodate an accessory garage;
- 2) Permit the increase of total area coverage by 3.9%;
- 3) Permit the increase of accessory coverage by 0.4%;
- 4) Applicant is to be current with Municipal taxes;
- 5) The construction and installation be substantially in compliance with the Plans submitted with the Application.

Background

The applicant, Krystian Placha is proposing to construct an accessory garage in the front yard of the subject property. The subject lands are located at Lot 19, Concession 1, Chapman, Municipality known as 2421 Highway 520, Figure #1. Surrounding uses are primarily shoreline residential uses with some rural residential uses to the northeast.

The applicant intends to construct a garage that will have a total ground floor area of 540 ft². According to the information provided by the Applicant there will be a second storey within the garage. No washroom, kitchen facilities, living or sleeping areas are shown in any drawing provided by the Applicant. The Applicant provided correspondence confirming the second storey will not be for habitation, rather the intent is for “raw storage space”.

The subject land is approximately 1018.8 square meters (0.23 acres) and has 31.08 metres of water frontage on Lake Cecebe. The application seeks relief from the current Zoning By-law to permit a garage that exceeds the required accessory lot coverage by 0.4% and total lot coverage by 7%. The application also seeks relief from the front yard set back by 1 metre. The Applicant has included with their application a site plan of the subject property, this is included as Figure #3.

The subject land consists of one dwelling (1,352 ft²) and detached garage (220ft²) for a combined lot coverage of 1,572 ft². The RS Zone permits a total of 15% lot coverage; 10018.8sqft² x 15% = 1502ft².

With the existing garage removed and replaced by the proposed shed, the new lot coverage would be equal to 1,892 ft². The proposal would exceed total lot coverage by 3.9% (390 ft²). Figure 2.

Planning Review

Section 45 of the *Planning Act* identifies four tests that must be satisfied in order to support minor variance applications, these include:

Is the general intent and purpose of the Official Plan maintained?

The subject land is designated Shoreline within the Official Plan. This designation permits detached residential use and allows accessory buildings. The proposed garage is a permitted use within the Shoreline Designation.

Section 5.4.8 states that “[i]t is the intent of this Plan that new development in the Shoreline Area be directed to lands that are physically suitable for development in their natural state in an effort to maintain the area’s unique character...”. The proposed accessory garage is approximately 540sqft and will take up less than 5.4% lot coverage, leaving a small building footprint with no significant removal of vegetation. It is the opinion of Staff that the proposed development will not significantly impact the shoreline. As such, this application conforms to Section 5.4.8 of the Municipality’s Official Plan.

Section 9.3 (Accessory Uses) states that “Wherever a use is permitted in a land use classification, it is intended that uses, buildings or structures normally incidental, accessory and essential to that use shall also be permitted.” The Shoreline designation permits single detached dwellings and as noted herein, the subject property contains an existing single detached dwelling. The proposed garage is intended to be accessory to the existing dwelling and is permitted within the designation. As such, the proposed accessory garage conforms to Section 9.3 of the Municipality of Magnetawan Official Plan.

Is the general intent and purpose of the Zoning By-law maintained?

The subject land is zoned Shoreline Residential (RS) in the Municipality’s Zoning By-law 2001-26, Schedule A-2.

Section 3.1 c) specifies that that “the total lot coverage of all accessory building shall not exceed 5% of the lot area nor shall the height of any accessory building exceed 6 meters except where a second storey is permitted the accessory building may be 8.5 meters in height”. Currently the property is over the required lot coverage. The proposed structure will increase the accessory lot coverage by an 0.4% while maintaining the required 8.5 metre height requirement.

Section 4.2.2 vii) of the Zoning By-law (Shoreline Residential Zone) allows a total lot coverage of 15%. The total of all structures currently on the property exceed the required lot coverage, the proposed structure will increase the existing lot coverage by 3.9%.

Section 4.2.2 iii) of the Zoning By-law (Shoreline Residential Zone) allows for a front yard setback of 15 metres. According to the site plan provided, the proposed garage complies with the zoning requirements with the exception of the front yard setback. This application is seeking relief from this provision in order permit the garage. The garage is proposed to have a front yard set back of 14 metres instead of the required 15 metres. The subject property as noted is a shoreline lot, thus the yard abutting the shoreline is considered to be the front yard.

Typically, yard setbacks are required to ensure adequate separation between accessory buildings, roads and neighbouring properties. Setbacks prevent structures from being too close to existing development to minimize impacts.

Is the proposed amendment desirable for the appropriate development or use of the land?

The accessory garage is an extension/accessory to the existing shoreline residential use on the property. The proposed garage is a relatively small structure and will not interfere with the use and enjoyment of subject property or adjacent properties. Moreover, the addition of an accessory garage will be in keeping with the character of the surrounding area as abutting properties have similar structures. Therefore, it is our opinion that the minor variance is desirable and appropriate for the development and use of the land.

Is the proposed development minor in nature?

The requested variance is minor in nature. As previously mentioned, the proposed accessory garage will have a front yard setback of 14 metres whereas the required minimum front yard setback is 15 metres. It is our opinion that this 1-metre reduction in front yard setback represents a minor numerical decrease. Furthermore, the subject property currently exceeds the required lot coverage and accessory coverage, the undersized lot restricts reasonable use, including accessory structure use, thus an increase in 390 square feet to the existing coverage is minimal. The proposed structure will meet all other provisions of the Zoning By-law and the Shoreline Residential (RS) Zone. Additionally, the proposed accessory storage shed will not have significant impacts on the surrounding land uses. Therefore, it is our opinion that the proposed variance to permit the accessory storage shed being closer to the rear lot line, is minor in nature.

Summary:

It is the opinion of Municipal Staff that this application meets the four tests of a minor variance; therefore, we recommend that the application be approved with conditions.

Public Consultation & Notice

Notice of the application and Public Hearing has been circulated to property owners within 60 metres of the subject property. Residents have the right to speak in favor or opposition of the application at the Public Hearing or by making a written statement to the Municipality prior to the decision. Notice was also provided to required agencies in accordance with the *Planning Act*.

This report will be posted on the Municipality website along with the Notice of Hearing for further information to the public.

Comments from Departments:

Building Department: No concerns noted

Roads Department: No concerns noted

Fire Department: No concerns noted

By-law Department: No concerns noted

Respectfully submitted,


Erica Kellogg

Acting Deputy Clerk – Planning and Development

Figure 1



Figure 2

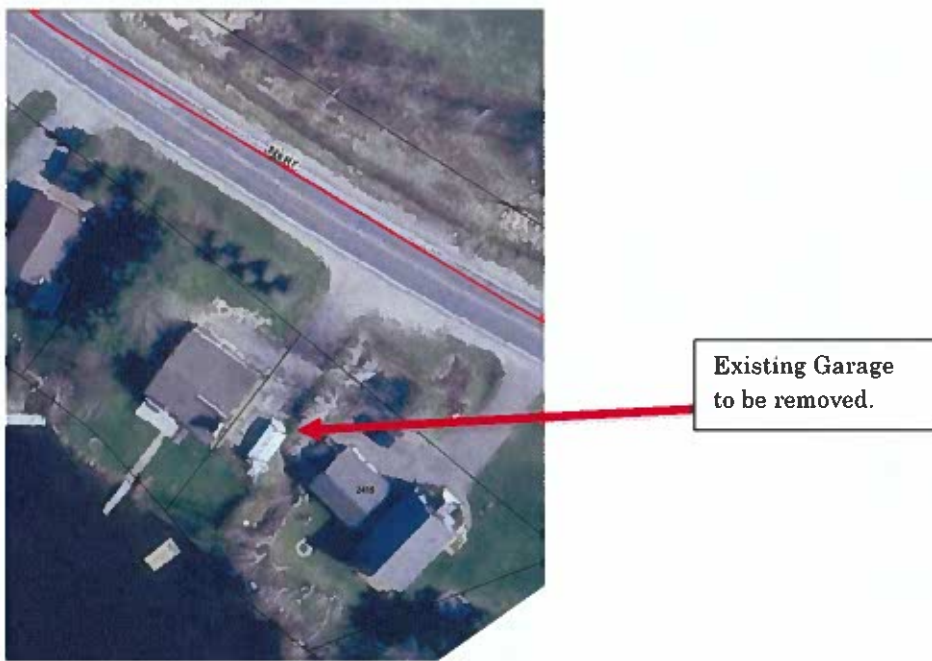
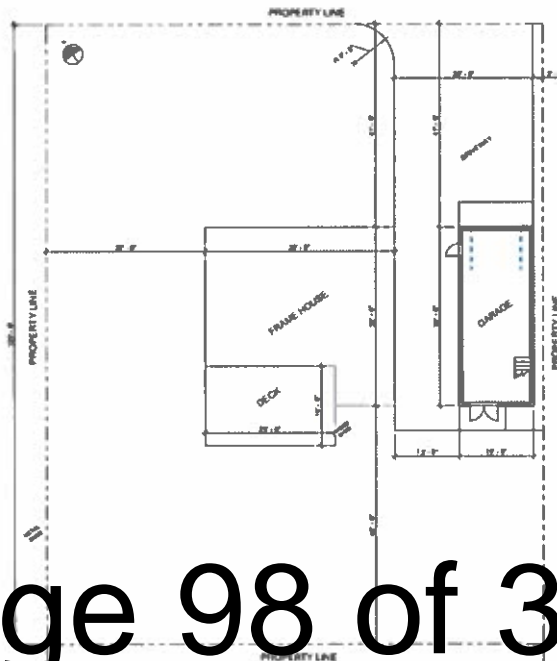


Figure #3





STAFF REPORT

To:	Council
From:	Erica Kellogg – Acting Deputy Clerk – Planning and Development
	Short-term Accommodation Comparison
Report Date:	March 29 th , 2023

Recommendation:

That the Council of the Municipality of Magnetawan receives this report for information purposes only and directs Staff to prepare a Draft Licensing By-law as discussed.

Background:

Following a 2022 Town Hall meeting on Short-term Accommodation (STA), Staff received public comment on the pros and cons of Short-term Accommodation operations within the Municipality. Council directed Staff to continue to gather information, while allowing the 2022 municipal election to take place and allow the newly elected Council to revisit licensing of Short-term Accommodations.

Evaluation:

17 municipalities who either regulate or outright ban the operation of Short-term Accommodations have responded to our request for feedback on their short-term accommodation policies. Three municipalities have outright prohibited the operation of short-term accommodation.

The below information is a representation of the 14 Municipalities that responded with licensing provisions.

- 93% do not allow accessory structures to be licensed as STA's;
- 93% offer annual licenses;
- 57% require the licensed property to be in good standing with the municipality, including taxes, By-law, Zoning, etc.;
- 86% impose a penalty clause: 3-strike rule, suspension or a complete revocation of the licence;
- 79% impose occupancy limits -- typically two people per bedroom and no more than 2 additional occupants per additional sleeping space (pull out coach). Additional sleeping spaces are deemed a bedroom. A maximum occupancy ranging from 10 – 12 people overnight. Event gatherings (weddings) can be double the permitted occupancy; however, only the permitted occupancy can sleep overnight;
- 29% require licensees to include advertisement platforms used in their operation to be included on their licenses application i.e. Air BnB, Virbo, Cottages Ontario, etc.;
- 35.7% require the inclusion of their license, on their advertisement platform i.e Air BnB, Virbo, Cottages Ontario;
- 36% require the license to be posted at the property, typically either in a Code of Conduct or on the back side of the front door;
- 57% permit either numbered companies and/or corporations to operate a licenced STA. Several of the comparable noted in the positive, are year round tourist destinations such as Blue Mountains, North Bruce Peninsula (Tobermory and Bruce Peninsula National Park), Gordan/Barrie Island (Manitoulin Island)
- 100% do not allow a license to be transferred;

- 43% require the host to provide a Code of Conduct to renters, providing information on being a Good Neighbour guide, a Fire Plan, impact of noise, max occupancy, various Municipal By-laws and more;
- 71% require a host to be available by phone within 30 minutes and onsite within 60 minutes;
- 64% require a Site Plan to be provided outlining all structures and parking for the subject lands;
- 86% collect or impose either Municipal Accommodation Tax, Administrative Monetary Penalty, Provincial Offence Fines or Fines under the *Municipal Act*, in addition to permit fees and inspection fees;
- 36% respondent municipalities require either a septic inspection, authority approval letter or a record of pump outs;
- 14% impose limitations on operation months, for example three or five months, non-consecutive;
- 21% respondent municipalities require Fire Department inspections prior to license approval;
- 64% require insurance with notification that an STA is in operation and a two-million liability;
- 14% require Building Code inspections by the Building Department prior to license approval;
- 21% require confirmation of adequate parking, specifically noting parking must be on a hard surface;
- 21% require a floor plan to be provided, indicating number of bedrooms, square footage, means of egress and more.

License fees vary within the comparable municipalities, ranging from the low end of \$250 and the high end of \$2300. In addition to these license fees, 85.7% of municipalities collect either, MAT, AMP/POA fines or fines under the *Municipal Act* as a means to offset inspections, compliance and processing of licensing.

Interesting notes from Staff review;

One municipality requires notice be given to renters that STA operation is located on a private road with limited services provided.

There are minimum distance requirements for STA operation, this is a means to control the density of STA operations within a given area.

One municipality required that if an STA is within 15 feet of another residential property, a 5-foot fence needs to be erected.

Some municipalities speak directly to 'event' hosting, for example, weddings, whereas daytime occupancy can increase however overnight occupancy remains as approved by the license.

There is also a restriction that travel trailers/tents cannot be placed on the STA property, restricting added occupancy outside the primary dwelling.

Hotels, motels, as well as Bed and Breakfasts are excluded from the definition of STA's.

Restrictions on the renting of part of a dwelling, opting to require the entire dwelling to be offered for rent, this supports long-term rental options.

The following are recommendations for consideration for implementation within a licensing By-law:

RECOMMENDATIONS

- STA operations are to be the entire dwelling and not a portion or room of a dwelling. In order to ensure that long-term rental challenges which currently exist are not exasperated. Density of STA operations will be managed since four operating STA room rentals within one dwelling would significantly impact the surround community;
- One licensed issued per property;
- Operators provide renters with a Code of Conduct;
- Operators obtain and provide proof of insurance, with a clear indication an STA is in operation within the property and a minimum five-million dollar liability;
- Require an onsite response time of 60-minutes and a 30-minute phone response time;

- Implement fines for non-compliance
- Implement Municipal Accommodation Tax to offset the cost for potential Staff costs when conducting inspections, compliance responses and license processing;
- Impose occupancy limits and event hosting limits;
- Require licenses to be renewed annually;
- Prohibit the issuance of licenses to corporations and numbered companies;
- Include owner's declarations for conformity with septic and fire – with the understanding that random inspections may occur to ensure compliance;
- Application submissions should include: Site Plan, Floor Plan, confirmation of septic authority approval for adequate servicing for proposed occupancy, and fire safety plan;
- Licence fee
- System of penalties and revocation clause.

CONCLUSION

Through various means of engagement regarding STA's and the operation of within the Municipality, members of the public have shared how STA's support the local economic environment, increase tourist activity within Magnetawan and add value to the community. We have also heard that the STA operations increase illegal dumping, increase noise, create a disruption on neighbouring residents' enjoyment of their property and have the potential to impact long term rentals and permanent population.

Implementing the above noted recommendations in conjunction with the additional provisions, Staff is of the opinion that a balanced, equitable and responsible approach to the regulation and management of Short-term Accommodations will mitigate current and future challenges, while ensuring the fabric of the Magnetawan community as a whole will be maintained for generations to come.

Respectfully submitted,



Erica Kellogg
Acting Deputy Clerk – Planning and Development

To:	Municipality of Magnetawan
From:	Jamie Robinson, BES, MCIP, RPP and Rachel Young
Date:	September 28, 2022
File:	12153DR
Subject:	Staff Report Short Term Accommodations – Options Summary

On July 27, 2022, the Municipality conducted a Town Hall Meeting to discuss Short Term Accommodations (STAs). The history of STAs, impacts and options for regulation were discussed. Residents were provided an opportunity to provide comments on the STA as part of the public forum.

Background

1. *Evolution of Short-Term Accommodations*

The concept of STAs has been happening for a long period of time, with cottage owners renting and loaning their places to friends, family and acquaintances that wish to experience a cottage getaway or vacation. Only recently have people been using web-based sharing platforms to outsource their cottages. This has resulted in an increase demand for rental properties and an increase in the frequency of property rental.

2. *What the Municipality has done to date*

Currently, there are no specific policies related to STAs within the Official Plan and no regulations in the Zoning By-law. Magnetawan has completed a survey related to STAs, which can be accessed on the Municipality's website. The Town Hall on July 27th was provided to obtain comments from the public on their experiences and opinion related to STAs.

Policy and Regulatory Framework

Magnetawan's Official Plan does not have any specific policies related to STAs however the Official Plan does have some policies related to tourist commercial uses. The Zoning By-law also has no specific provision related to STAs, although tourist establishment is defined and is regulated along with bed and breakfast. There are no provincial policy standards for STAs.

What We Heard

Through the survey conducted by the Municipality, a range of comments were provided by the public. Comments indicated that STAs provide an economic support to businesses, increase tourist activity within the area and provide an increase in property value. Other comments referenced concerns related to occupancy overload, increase noise and traffic, illegal dumping and commercial activity within residential areas.

What Occurred at the Town Meeting

Approximately 18 public members spoke at the Town Meeting on July 27th, 2022. A range of concerns and suggestions were provided.

Below are a list of concerns and suggestions from the public:

1. Fire safety, building code compliance and septic system compliance are important;
2. Concerns about potential change in character of areas with the introduction of commercial uses into residential areas;
3. Concerns that STAs can negatively impact local housing supplies;
4. Concerns with excessive noise and waste impacts on the community;
5. The ability to rent a cottage provides some operators with the ability to afford the cottage for personal use (periodic rental assists with payment of taxes and maintenance);
6. Balanced approach to the regulation of STAs is needed;
7. Three months of rental is an appropriate maximum;
8. Concerns of the potential negative impact to the community environment and natural environment resulting from the increased short term rental of cottages;
9. Interest of creating a minimum and maximum day stay for STAs;
10. Need for enforcement – fines and by-law officer;
11. Site inspections and enforcing property standards (i.e fire safety, insurance, egress requirements);
12. Support for licencing by-law;
13. Provide a reasonable licencing fee;
14. Licencing program costs and fees should be cost recovery;
15. Insurance certificates should be required;
16. Restrict the rental of accessory dwellings;

17. Regulate STAs to ensure that they do not become commercial uses within a residential area;
18. Provide a limited number of STAs within Magnetawan; and
19. Enforce septic tank regulations.

Conclusion and Options

Based on the comments received from the Town Hall, it appeared that there is general support for the regulation of STAs.

The following are options for the Municipality to consider.

1. Licencing By-law

The scope of a Licencing By-law can vary, but in general licencing by-laws can include the following:

- a. Maximum number of licences issued
- b. licencing fees
- c. Requirement for fire, building and septic inspection
- d. Maximum rental day/nights per year
- e. Minimum rental period
- f. Maximum number of guests per property
- g. Restriction on rental of accessory buildings
- h. Online tracking of licenced properties
- i. Enforcement and fine structure

2. Zoning By-law Amendment

- a. Establish definition of STA in the zoning by-law
- b. Identify specific zones where an STA is a permitted use

3. Official Plan Amendment

- a. Provide enabling policies that direct the preparation of the Licencing By-law and Zoning By-law

4. Enact Noise By-law and Property Standards By-law

- a. Regulate the amount of noise levels provide standards for properties to require lots be maintained in an orderly state

Recommendation

The comments generally supported the establishment of a licencing program that provides a balanced approach to STAs ensures the safe use of the facilities and the protection of the environment. Based on these comments, and our review to date, it is recommended that Council direct Staff proceed with Options 1, 2 and 3 and begin the process of the development of a licencing by-law, Official Plan Amendment and Zoning By-law Amendment. Staff should also be directed to provide Council with information related to the monitoring of STRs and implementation consideration for a licencing by-law.

The documents should be prepared utilizing a balanced approach that considers the comments made through the Town Hall meeting, the survey and in writing.



28 Midlothian Road, BURK'S FALLS, ONTARIO P0A 1C0
705-382-3232 • Fax 705-382-3286 • www.ryersontownship.ca

March 21, 2023

To the Regional Fire Training Service Municipalities: Perry, Kearney, McMurrich/Monteith, Magnetawan, Armour, Burks Falls, Ryerson.

Attention: Mayor and Members of Council

The current Fire Training Services Joint Municipal Agreement expires December 31, 2023. Attached is a copy of the current Joint Municipal Agreement 2021-2023, for your information.

The contract with James Gary Courtice also expires December 31, 2023. Mr. Courtice is willing to continue to provide this service to the five area fire departments at the same rate for the 2024 – 2027 time period. The training rate is \$90,400 (including HST) plus expenses up to \$2,500.

Also attached is a copy of the updated Joint Municipal Agreement 2024-2027.

This joint fire department training program has been very successful over the years, and for a little background:

- In 2012 area municipalities met with OFM to gather information on pursuing the hiring of a Regional Training Officer (RTO)
- In 2014 – Armour, Burks Falls, Ryerson, Magnetawan, Kearney and Perry entered into a joint agreement to provide Regional Fire Training Services to the four fire departments
- In 2014 an RFP was issued and James Gary Courtice was hired to provide the Regional Fire Training Services
- In 2015 McMurrich/Monteith joined the group and Fire Training Services have been provided to the five fire departments since that time.

Ryerson Township provides administrative services for the Joint Regional Fire Training Services, please provide resolutions indicating Council's approval to enter into the 2024 -2027 Agreement. When all approvals have been received the municipal agreement will be circulated for signing by all parties.

Attached is the 2023 RTO budget.

Judy Kosowan, Judy Kosowan
Clerk/Deputy Treasurer
Attachments

Digitally signed by Judy Kosowan
Date: 2023.03.21 08:52:20 -0400

South East Parry Sound Regional Fire Training Committee

2023 Draft Budget

March 20, 2023

	Expenses	2022 Budget	2022 Actual	2023 Draft Budget
	Administration	2,000	2,000	2,000
	Expense Allowance	2,500	-	2,500
	Training Program	81,408	81,408	81,408
	Total	85,908	83,408	85,908

		Percentage	Share of 2022 Budget	Share of 2023 Budget
Burk's Falls and District		20%	17,182	17,182
Kearney		20%	17,182	17,182
Magnetawan		20%	17,182	17,182
McMurrich/Monteith		20%	17,182	17,182
Perry		20%	17,182	17,182
			85,908	85,908

Burk's Falls and District	2022 Budget	2023 Budget
Armour (47.84%)	8,220	8,220
Burk's Falls (28.6%)	4,914	4,914
Ryerson (23.56%)	4,048	4,048
	17,182	17,182

Previous By-law

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2021 - 03

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE
PROVISION OF A REGIONAL FIRE TRAINING PROGRAM**

WHEREAS Section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities;

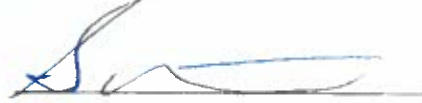
AND WHEREAS the Municipality of Magnetawan wishes to enter in an Agreement with our neighbouring municipalities to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute the Agreement, substantially in the format attached, hereto as Appendix 'A';
2. By-law number 2017-48 is hereby rescinded upon passage of this by-law.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 13th day of January, 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

THIS AGREEMENT MADE THIS DAY OF , 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON
(hereinafter called "Ryerson")
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called "Armour")
OF THE SECOND PART

AND

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS
(hereinafter called "Burk's Falls")
OF THE THIRD PART

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called "Magnetawan")
OF THE FOURTH PART

AND

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called "Kearney")
OF THE FIFTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF PERRY
(hereinafter called "Perry")
OF THE SIXTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF McMurrich/Monteith
(hereinafter called "McMurrich/Monteith")
OF THE SEVENTH PART

WHEREAS Section 20(1) of the Municipal Act 2001, S.O. 2001 Chapter 25 authorizes municipalities to enter into agreements to jointly provide for matters that each municipality has the authority to provide;

AND WHEREAS the Parties to this municipal agreement have established Fire Departments individually or in concert with other Parties to this agreement and are individually authorized to provide training therefore;

AND WHEREAS the Parties deem it in the best interests of the public to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. In this Agreement the following words and phrases have the meaning assigned to them below:

"Cost of Administration" means the actual cost of administering the Fire Training Program and contracting with the Service Provider, up to a maximum of 11.11% of the Cost of Operation.

"Cost of Operation" means the amount that the Administrator is required to pay to the Service Provider(s) or to third parties under a contract to provide the Regional Fire Training Program.

"Cost of the Program" means the aggregate of the Cost of Operation, the Cost of Administration and the Cost of Termination.

"Cost of Termination" means any amount which the Administrator is required to pay on behalf of the Parties hereto flowing directly or indirectly from the termination of a contract with a Service Provider, including, but not limited to severance, damages, and legal costs of the Service Provider or the Administrator.

"Regional Fire Training Program" shall mean the joint Fire Department Training Program undertaken by the Parties.

"Service Provider" means person(s) or corporation(s) contracted by the Administrator to plan and carry out the Regional Fire Training Program. James Gary Courtice shall be deemed to have received the approval of the Regional Fire Chief's Committee as a qualified Service Provider with whom the Administrator is authorized to negotiate a contract.

2. The Parties agree to obtain and provide for the joint training of Fire Department staff and agree to share the costs thereof in accordance with Section 9. The Cost of Operation shall not exceed \$92,900.00 per annum unless such amount is increased by the unanimous consent of the Parties. Notwithstanding the foregoing, the Administrator may enter into a contract wherein the Cost of Operation exceeds the foregoing, by an amount no greater than 20%, at the direction of the Regional Fire Training Committee.
3. The Regional Fire Training Program (the "Program") shall be carried out in accordance with National Fire Protection Association (NFPA) standards and the Program Outline set out in Schedule A attached hereto, subject to modifications authorized by the Regional Fire Training Committee and agreed to by the Service Provider.
4. The Corporation of the Township of Ryerson is hereby appointed by the Parties as the Administrator of the said Program. The duties and responsibilities of the Administrator are as follows:
 - (a) To enter into a contract for the provision of the Regional Fire Training Program with one or more Service Providers, which contract shall have a term no longer than the Term of this Agreement. (Such contract to be in the name of the Township of Ryerson);
 - (b) To provide each Party with a draft annual budget for the Regional Training Program for budgeting purposes prior to October 31 and a final budget by February 28 of the subsequent calendar year;
 - (c) To collect from the Parties each Party's share of the Cost of the Program in the proportions specified in Schedule B on a quarterly basis, commencing on the first day of the second month or part thereof following the Commencement of this agreement, and continuing on the first day of every third month thereafter. The Administrator shall invoice the Parties in advance. Payment shall be made within 30 days after invoice. Past due payments shall be charged interest at a rate of 1.5% per month.
 - (d) To pay the Service Provider(s) or others as required by the terms of any contract referenced in subsection (a) above;
 - (e) To interact with any government agency or other third party concerning this Agreement;

- (f) To maintain records as required by Law and/or as it would maintain for its own operations.
- (g) To advise the Parties on a timely basis of any issues involving the contract including:
- Issues affecting the Cost of the Program
 - Any dispute involving the Service Provider
 - Any written recommendation of the Regional Fire Training Committee communicated to the Administrator
 - Any decision by the Administrator to suspend the operation of the program.
5. The Parties hereby establish the "Regional Fire Training Committee", the purpose of which is to:
- (a) authorize increases to the Cost of Operation in accordance with Section 2;
 - (b) work directly with the Service Provider with respect to training, content, scheduling, and other program training matters; and
 - (c) provide specific direction to the Administrator as contemplated in Section 6.
6. The Administrator shall not take any of the following actions without the approval of a majority of the members of the Regional Fire Training Committee expressed in writing and signed by them:
- (a) where the contract with the Service Provider specifies certain times during the term of such contract where the Administrator has the right to continue or end the contract with the Service Provider (such as the end of a probationary period or an annual performance review, and the contract is not required to contain such provisions), a decision to continue with the Service Provider's contract.
 - (b) the termination of an existing Service Provider or the engagement of another Service Provider, but the latter does not apply to the decision by an existing Service Provider to incorporate or to the engagement of James Gary Courlice who is deemed to already be approved.
 - (c) a change in the Regional Fire Training Program (such as adding additional training) that causes the Cost of Operation to increase by less than a factor of 20% above the initial cost of operation.
7. Members of the Committee shall be the fire department Chief or Acting Chief (who is identified in the most current appointment by-law pertaining to each Fire Department). Each Party shall have the authority (or in the case of Armour, Ryerson and Burks Falls all three acting in concert) to designate another person by by-law or resolution to be its member of the Committee in place of the Chief or Acting Chief. Each member of the Committee shall have one vote. Each Party hereto shall forthwith notify the Administrator in writing who its representative is and of any change in representation.
8. The Regional Fire Training Committee may establish its own organization as it sees fit and may meet in person or by telephone or other electronic means, or not meet at all, provided that recommendations on the matters set out in Section 6 must be in writing and signed by a majority of Committee members. Such signed recommendations may be

communicated to the Administrator by email or any other electronic means acceptable to the Administrator.

9. The Parties hereto agree that the Cost of the Program shall be shared in the proportions set out in Schedule B, subject to the following:

Armour, Burks Falls and Ryerson, who jointly operate one of the fire departments, shall divide the share of Cost of the Program assigned to their joint fire department among themselves in accordance with any separate cost-sharing agreement that applies to sharing such costs among themselves and shall be invoiced separately.

10. The Administrator may in its own absolute discretion suspend the operation of the Regional Training Program at any time when the Administrator believes that the training cannot be adequately delivered by the Service Provider for any reason. During such period of suspension the Administrator shall take reasonable steps to minimize the Cost of the Program insofar as the contract between the Administrator and Service Provider allows; and shall attempt to terminate its contract with the Service Provider (on the recommendation of the Regional Fire Training Committee) and replace the Service Provider if it appears that the program cannot be resumed within a reasonable time. If the Program is not resumed within a period of 120 days, this agreement shall be terminated. In the event of a suspension of the Program, this Agreement shall be extended by the number of days of the period of suspension.

11. Each of the Parties shall provide the Service Provider or its employees with:

(a) any appropriate or required by-law which may be necessary for the Service Provider to carry out its duties and obligations;

(b) the necessary facilities (where held within a municipality which is a Party hereto), equipment and training supplies, including pens, paper, books, and copies of the lesson/safely plans without charge to the Service Provider to carry out training sessions involving members of its own Fire Department. In addition, each party shall make available the officers of its Fire Department (whose members are receiving training) to participate in such training and to assist the Service Provider in delivering such training.

12. Each Party agrees to indemnify the Administrator and all other Parties, their Councils, officers and employees to the extent of that Party's liability to Pay the Cost of the Program, from any and all future costs, claims, damages or liability arising or resulting directly or indirectly from the provision of the Regional Training Program including, but not limited to, the Cost of Termination.

13. This agreement shall come into effect on the 1st day of January 2021 and shall terminate on the 31st day of December 2023.

14. This Agreement may be amended at any time by the mutual consent of all Parties, after the Party desiring the amendment(s) provides the other Parties a minimum of ninety (90) days written notice of the proposed amendment(s).

15. This Agreement replaces any former Agreement, and the former Agreement shall be considered null and void as of the date of passing of this Agreement.

16. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Ryerson on the 18th day of May, 2021

THE CORPORATION OF THE
TOWNSHIP OF RYERSON

Per: George D. Sterling
George Sterling, Mayor

Per: Judy Kosowan
Judy Kosowan, CAO Clerk-Deputy
Treasurer

By Burk's Falls on the 15th day of December, 2020.

THE CORPORATION OF THE VILLAGE
OF BURK'S FALLS

Per: Cathy Still
Cathy Still, Mayor

Per: Nicky Kunkel
Nicky Kunkel, Clerk-Administrator

By Armour on the 8th day of December, 2020.

THE CORPORATION OF THE
TOWNSHIP OF ARMOUR

Per: Bob MacPhail
Bob MacPhail, Reeve

Per: John Theriault
John Theriault, Clerk/Treasurer-
Administrator

By Magnetawan on the _____ day of _____, 2021.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: Sam Dunnell
Sam Dunnell, Mayor

Per: Kerstin Vroom
Kerstin Vroom, CAO/Clerk

By Kearney on the 9th day of January, 2021.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: 
Carol Ballantyne, Mayor

Per: 
Brenda Fraser, Clerk-Administrator

By Perry on the 20th day of January, 2021.

THE CORPORATION OF THE
TOWNSHIP OF PERRY

Per: 
Norm Hofstetter, Mayor

Per: 
Beth Morton, Clerk-Administrator

By McMurrich/Monteith on the 17 day of May, 2021.

THE CORPORATION OF THE
TOWNSHIP OF
MCMURRICH/MONTEITH

Per: 
Angela Fresen, Reeve

Per: 
Cheryl Marshall, Clerk-Treasurer

SCHEDULE A
Description of the Regional Fire Training Program

The Service Provider shall deliver a comprehensive Regional Firefighter Training Program that will bring the member fire departments up to the current provincial and federal standards and help to implement best practices in firefighting.

The Service Provider will deal with the Administrator for administrative purposes and will deal directly with the Regional Fire Training Committee or its members for training organization, content scheduling and evaluation. The Service Provider will attend any meetings of the Regional Fire Training Committee and Council meetings of the member municipalities as requested.

For each training session, the Service Provider will provide the host Fire Chief with a master copy of the lesson plan / safety plan. The Fire Chief will provide the necessary facilities, equipment and training supplies, including pens, paper, books and copies of the lesson plan / safety plan for the firefighters in attendance. The host fire department will also be responsible for keeping general order during meetings and for disciplining firefighters if necessary.

General Service Provider Responsibilities

- Develop / provide all lesson and safety plans to current NFPA / MTO standards and to ensure that departments are in compliance with all relevant legislation
- Schedule and coordinate all training sessions with the in-house training officers and Fire Chiefs
- Maintain and keep all records, stored electronically and in hardcopy. Electronic backups of department records will be provided monthly to each fire department, with a full copy of all records provided monthly to the Administrator. Monthly hardcopies of firefighter records will also be provided to the relevant fire department.
- Conduct regular assessments / evaluations for each firefighter and follow up with progress reports to both the individual and the Fire Chief. Organize assessments and provide statistics by individual firefighter, by department and by region.
- Service Provider must, at a minimum, maintain and stay current with its own and any employee's training certifications held at the time of proposal
- All required lesson topics shall be completed within a period of 18 months or as per the new NFPA requirements and begin again to ensure skills remain consistent with NFPA standards and to the needs of the departments and municipalities
- Develop / improve departmental and regional training policies as required and in collaboration with the Regional Fire Training Committee
- Provide its own Personal Protective Equipment (PPE) for each training module
- Protect the health and safety of the Service Provider's workers and the firefighters at all times as per the Occupational Health and Safety Act

Regular Training Meetings

- A minimum of one nightly training session to be held every other week at each of the Burk's Falls, Kearney and Magnetawan fire halls. Perry and McMurrich/Monteith will share training sessions, with the location of the scheduled session to alternate between their fire halls. Each session shall be a minimum two hours or time as required to complete each session
- A firefighter from any department can attend any of the sessions
- Following the specific training plan as laid out, the Service Provider will, at each session, either act as lead instructor or will assist the in-house trainer/facilitator as per the Fire Chief's judgement
- Training sessions should be geared to the season (i.e. portable pump training for grass fires in spring)

Specialty Training Modules

- A minimum of FOUR (4) specialty training modules will be offered per year

- Specialty modules to be delivered on either weeknights or weekends, so long as they do not conflict with regular training nights
- Class size will be maximum of 20 firefighters
- Specialty module topics should include but not be limited to
 - Firefighter Recruitment module in early part of the year (approx. 80-100 hours)
 - Drivers D and Z and evaluations (to MTO standards)
 - Pump Operations
 - Water Ice Rescue
 - Auto Extrication
 - Winter Driving
 - Class A Fire Suppression
 - Company Officer
- Modules offered to be reviewed by the Regional Fire Training Committee after 18 month period

Officer Meetings

- One meeting per month, training the officers in supervisory and leadership skills, location to be decided.

SCHEDULE B
List of Participating Fire Departments

Participating Fire Department	Municipalities Responsible for Paying Its Share of Costs	Percent of Program Cost to be paid
Burks Falls & District Fire Department	Twp. Of Armour, Twp. of Ryerson & Village of Burks Falls*	20%*
Magnetawan Fire Department	Municipality of Magnetawan	20%
Kearney Fire Department	Town of Kearney	20%
Perry Fire Department	Township of Perry	20%
McMurrich/Monteith Fire Department	Township of McMurrich/ Monteith	20%

*NOTE: Armour, Ryerson & Burks Falls are responsible for paying between them 20% of the Costs of the Program, to be split between themselves in accordance with a separate cost-sharing agreement between them.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023 –

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE
PROVISION OF A REGIONAL FIRE TRAINING PROGRAM**

WHEREAS Section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities;

AND WHEREAS the Municipality of Magnetawan wishes to enter in an Agreement with our neighbouring municipalities to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute the Agreement, substantially in the format attached;
2. By-law number 2021-03 and any other conflicting by-laws are hereby rescinded upon passage of this by-law.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 29th day of March, 2023

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THIS AGREEMENT MADE THIS DAY OF , 2023

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON
(hereinafter called "Ryerson")
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called "Armour")
OF THE SECOND PART

AND

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS
(hereinafter called "Burk's Falls")
OF THE THIRD PART

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called "Magnetawan")
OF THE FOURTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF KEARNEY
(hereinafter called "Kearney")
OF THE FIFTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF PERRY
(hereinafter called "Perry")
OF THE SIXTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF McMurrich/Monteith
(hereinafter called "McMurrich/Monteith")
OF THE SEVENTH PART

WHEREAS Section 20(1) of the Municipal Act 2001, S.O. 2001 Chapter 25 authorizes municipalities to enter into agreements to jointly provide for matters that each municipality has the authority to provide;

AND WHEREAS the Parties to this municipal agreement have established Fire Departments individually or in concert with other Parties to this agreement and are individually authorized to provide training therefore;

AND WHEREAS the Parties deem it in the best interests of the public to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. In this Agreement the following words and phrases have the meaning assigned to them below:

"Cost of Administration" means the actual cost of administering the Fire Training Program and contracting with the Service Provider, of a minimum of \$2,000.00 and up to a maximum of 11.11% of the Cost of Operation.

"Cost of Operation" means the amount that the Administrator is required to pay to the Service Provider(s) or to third parties under a contract to provide the Regional Fire Training Program.

"Cost of the Program" means the aggregate of the Cost of Operation, the Cost of Administration and the Cost of Termination.

"Cost of Termination" means any amount which the Administrator is required to pay on behalf of the Parties hereto flowing directly or indirectly from the termination of a contract with a Service Provider, including, but not limited to severance, damages, and legal costs of the Service Provider or the Administrator.

"Regional Fire Training Program" shall mean the joint Fire Department Training Program undertaken by the Parties.

"Service Provider" means person(s) or corporation(s) contracted by the Administrator to plan and carry out the Regional Fire Training Program. James Gary Courtice shall be deemed to have received the approval of the Regional Fire Chief's Committee as a qualified Service Provider with whom the Administrator is authorized to negotiate a contract.

2. The Parties agree to obtain and provide for the joint training of Fire Department staff and agree to share the costs thereof in accordance with Section 9. The Cost of Operation shall not exceed \$92,900.00 per annum unless such amount is increased by the unanimous consent of the Parties. Notwithstanding the foregoing, the Administrator may enter into a contract wherein the Cost of Operation exceeds the foregoing, by an amount no greater than 20%, at the direction of the Regional Fire Training Committee.
3. The Regional Fire Training Program (the "Program") shall be carried out in accordance with National Fire Protection Association (NFPA) standards and the Program Outline set out in Schedule A attached hereto, subject to modifications authorized by the Regional Fire Training Committee and agreed to by the Service Provider.

4. The Corporation of the Township of Ryerson is hereby appointed by the Parties as the Administrator of the said Program. The duties and responsibilities of the Administrator are as follows:

(a) To enter into a contract for the provision of the Regional Fire Training Program with one or more Service Providers, which contract shall have a term no longer than the Term of this Agreement. (Such contract to be in the name of the Township of Ryerson);

(b) To provide each Party with a draft annual budget for the Regional Training Program for budgeting purposes prior to October 31 and a final budget by February 28 of the subsequent calendar year;

(c) To collect from the Parties each Party's share of the Cost of the Program in the proportions specified in Schedule B on a quarterly basis, commencing on the first day of the second month or part thereof following the Commencement of this agreement, and continuing on the first day of every third month thereafter. The Administrator shall invoice the Parties in advance. Payment shall be made within 30 days after invoice. Past due payments shall be charged interest at a rate of 1.5% per month.

(d) To pay the Service Provider(s) or others as required by the terms of any contract referenced in subsection (a) above;

(e) To interact with any government agency or other third party concerning this Agreement;

(f) To maintain records as required by Law and/or as it would maintain for its own operations.

(g) To advise the Parties on a timely basis of any issues involving the contract including:

- Issues affecting the Cost of the Program
- Any dispute involving the Service Provider
- Any written recommendation of the Regional Fire Training Committee communicated to the Administrator
- Any decision by the Administrator to suspend the operation of the program.

5. The Parties hereby establish the "Regional Fire Training Committee", the purpose of which is to:

- (a) authorize increases to the Cost of Operation in accordance with Section 2;
 - (b) work directly with the Service Provider with respect to training, content, scheduling, and other program training matters; and
 - (c) provide specific direction to the Administrator as contemplated in Section 6.
6. The Administrator shall not take any of the following actions without the approval of a majority of the members of the Regional Fire Training Committee expressed in writing and signed by them:
- (a) where the contract with the Service Provider specifies certain times during the term of such contract where the Administrator has the right to continue or end the contract with the Service Provider (such as the end of a probationary period or an annual performance review, and the contract is not required to contain such provisions), a decision to continue with the Service Provider's contract.
 - (b) the termination of an existing Service Provider or the engagement of another Service Provider, but the latter does not apply to the decision by an existing Service Provider to incorporate or to the engagement of James Gary Courtyce who is deemed to already be approved.
 - (c) a change in the Regional Fire Training Program (such as adding additional training) that causes the Cost of Operation to increase by less than a factor of 20% above the initial cost of operation.
7. Members of the Committee shall be the fire department Chief or Acting Chief (who is identified in the most current appointment by-law pertaining to each Fire Department). Each Party shall have the authority (or in the case of Armour, Ryerson and Burks Falls all three acting in concert) to designate another person by by-law or resolution to be its member of the Committee in place of the Chief or Acting Chief. Each member of the Committee shall have one vote. Each Party hereto shall forthwith notify the Administrator in writing who its representative is and of any change in representation.
8. The Regional Fire Training Committee may establish its own organization as it sees fit and may meet in person or by telephone or other electronic means, or not meet at all, provided that recommendations on the matters set out in Section 6 must be in writing and signed by a majority of Committee members. Such signed recommendations may be

communicated to the Administrator by email or any other electronic means acceptable to the Administrator.

9. The Parties hereto agree that the Cost of the Program shall be shared in the proportions set out in Schedule B, subject to the following:

Armour, Burks Falls and Ryerson, who jointly operate one of the fire departments, shall divide the share of Cost of the Program assigned to their joint fire department among themselves in accordance with any separate cost-sharing agreement that applies to sharing such costs among themselves and shall be invoiced separately.

10. The Administrator may in its own absolute discretion suspend the operation of the Regional Training Program at any time when the Administrator believes that the training cannot be adequately delivered by the Service Provider for any reason. During such period of suspension the Administrator shall take reasonable steps to minimize the Cost of the Program insofar as the contract between the Administrator and Service Provider allows; and shall attempt to terminate its contract with the Service Provider (on the recommendation of the Regional Fire Training Committee) and replace the Service Provider if it appears that the program cannot be resumed within a reasonable time. If the Program is not resumed within a period of 120 days, this agreement shall be terminated. In the event of a suspension of the Program, this Agreement shall be extended by the number of days of the period of suspension.

11. Each of the Parties shall provide the Service Provider or its employees with:

(a) any appropriate or required by-law which may be necessary for the Service Provider to carry out its duties and obligations;

(b) the necessary facilities (where held within a municipality which is a Party hereto), equipment and training supplies, including pens, paper, books, and copies of the lesson/safety plans without charge to the Service Provider to carry out training sessions involving members of its own Fire Department. In addition, each party shall make available the officers of its Fire Department (whose members are receiving training) to participate in such training and to assist the Service Provider in delivering such training.

12. Each Party agrees to indemnify the Administrator and all other Parties, their Councils, officers and employees to the extent of that Party's liability to Pay the Cost of the Program, from any and all future costs, claims, damages or liability arising or resulting directly or indirectly from the

provision of the Regional Training Program including, but not limited to, the Cost of Termination.

13. This agreement shall come into effect on the 1st day of January 2024 and shall terminate on the 31st day of December 2027.

14. This Agreement may be amended at any time by the mutual consent of all Parties, after the Party desiring the amendment(s) provides the other Parties a minimum of ninety (90) days written notice of the proposed amendment(s).

15. This Agreement replaces any former Agreement, and the former Agreement shall be considered null and void as of the date of passing of this Agreement.

16. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Ryerson on the _____ day of _____, 2023

Draft

THE CORPORATION OF THE TOWNSHIP OF RYERSON

Per: _____
George Sterling, Mayor

Per: _____
Judy Kosowan, Clerk-Deputy
Treasurer

By Burk's Falls on the _____ day of _____, 2023.

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS

Per: _____
Chris Hope, Mayor

Per: _____
Nicky Kunkel, Clerk-Administrator

By Armour on the day of 2023.

THE CORPORATION OF THE
TOWNSHIP OF ARMOUR

Per: _____
Rod Ward, Mayor

Per: _____
John Theriault, Clerk/Treasurer-
Administrator

By Magnetawan on the day of , 2023.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____
Sam Dunnett, Mayor

Per: _____
Kerstin Vroom, CAO/Clerk

By Kearney on the day of , 2023.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Cheryl Phillip, Mayor

Per: _____
Cindy Filmore, Acting Clerk

By Perry on the day of , 2023.

THE CORPORATION OF THE

TOWNSHIP OF PERRY

Per: _____
Norm Hofstetter, Mayor

Per: _____
Beth Morton, Clerk-Administrator

By McMurrich/Monteith on the _____ day of _____, 2023.

THE CORPORATION OF THE
TOWNSHIP OF
MCMURRICH/MONTEITH

Per: _____
Glynn Robinson, Mayor

Per: _____
Cheryl Marshall, Clerk-Treasurer

Draft

SCHEDULE A

Description of the Regional Fire Training Program

The Service Provider shall deliver a comprehensive Regional Firefighter Training Program that will bring the member fire departments up to the current provincial and federal standards and help to implement best practices in firefighting.

The Service Provider will deal with the Administrator for administrative purposes and will deal directly with the Regional Fire Training Committee or its members for training organization, content scheduling and evaluation. The Service Provider will attend any meetings of the Regional Fire Training Committee and Council meetings of the member municipalities as requested.

For each training session, the Service Provider will provide the host Fire Chief with a master copy of the lesson plan / safety plan. The Fire Chief will provide the necessary facilities, equipment and training supplies, including pens, paper, books and copies of the lesson plan / safety plan for the firefighters in attendance. The host fire department will also be responsible for keeping general order during meetings and for disciplining firefighters if necessary.

General Service Provider Responsibilities

- Develop / provide all lesson and safety plans to current NFPA / MTO standards and to ensure that departments are in compliance with all relevant legislation
- Schedule and coordinate all training sessions with the in-house training officers and Fire Chiefs
- Maintain and keep all records, stored electronically and in hardcopy. Electronic backups of department records will be provided monthly to each fire department, with a full copy of all records provided monthly to the Administrator. Monthly hardcopies of firefighter records will also be provided to the relevant fire department.
- Conduct regular assessments / evaluations for each firefighter and follow up with progress reports to both the individual and the Fire Chief. Organize assessments and provide statistics by individual firefighter, by department and by region.
- Service Provider must, at a minimum, maintain and stay current with its own and any employee's training certifications held at the time of proposal
- All required lesson topics shall be completed within a period of 18 months or as per the new NFPA requirements and begin again to ensure skills remain consistent with NFPA standards and to the needs of the departments and municipalities
- Develop / improve departmental and regional training policies as required and in collaboration with the Regional Fire Training Committee
- Provide its own Personal Protective Equipment (PPE) for each training module
- Protect the health and safety of the Service Provider's workers and the firefighters at all times as per the Occupational Health and Safety Act

Regular Training Meetings

- A minimum of one nightly training session to be held every other week at each of the Burk's Falls, Kearney and Magnetawan fire halls. Perry and McMurrich/Monteith will share training sessions, with the location of the scheduled session to alternate between their fire halls. Each session shall be a minimum two hours or time as required to complete each session
- A firefighter from any department can attend any of the sessions
- Following the specific training plan as laid out, the Service Provider will, at each session, either act as lead instructor or will assist the in-house trainer/facilitator as per the Fire Chief's judgement
- Training sessions should be geared to the season (i.e. portable pump training for grass fires in spring)

Specialty Training Modules

- A minimum of FOUR (4) specialty training modules will be offered per year
- Specialty modules to be delivered on either weeknights or weekends, so long as they do not conflict with regular training nights
- Class size will be maximum of 20 firefighters
- Specialty module topics should include but not be limited to
 - Firefighter Recruitment module in early part of the year (approx. 80-100 hours)
 - Drivers D and Z and evaluations (to AFO standards)
 - Pump Operations
 - Water Ice Rescue
 - Auto Extrication
 - Winter Driving
 - Class A Fire Suppression
 - Company Officer
- Modules offered to be reviewed by the Regional Fire Training Committee after 18 month period

Officer Meetings

- One meeting per month, training the officers in supervisory and leadership skills, location to be decided.

SCHEDULE B
List of Participating Fire Departments

Participating Fire Department	Municipalities Responsible for Paying Its Share of Costs	Percent of Program Cost to be paid
Burks Falls & District Fire Department	Twp. Of Armour, Twp. of Ryerson & Village of Burks Falls*	20%*
Magnetawan Fire Department	Municipality of Magnetawan	20%
Kearney Fire Department	Town of Kearney	20%
Perry Fire Department	Township of Perry	20%
McMurrich/Monteith Fire Department	Township of McMurrich/ Monteith	20%

*NOTE: Armour, Ryerson & Burks Falls are responsible for paying between them 20% of the Costs of the Program, to be split between themselves in accordance with a separate cost-sharing agreement between them.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023-

**BEING A BY-LAW TO REGULATE AND PRESCRIBE FOR OPEN AIR FIRES WITHIN
THE MUNICIPALITY OF MAGNETAWAN**

WHEREAS pursuant to section 7.1 of the *Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4*, as amended, a Council of a Municipality may pass By-laws to regulate the setting of open-air fires, including establishing the times during which open air fires may be set;

AND WHEREAS pursuant to section 128 of the *Municipal Act, 2001, c.25, s. 128 (1)*, as amended, permits a local municipality to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances;

AND WHEREAS pursuant to Part XII, section 391 of the *Municipal Act, 2001, S.O. 2001, c. 25* without limiting sections 9, 10 and 11, those sections authorize a municipality to impose fees or charges on persons;

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control. *2006, c. 32, Sched. A, s. 163 (1)*.

AND WHEREAS pursuant to Part XIV, section 429, subject to subsection (4), of the *Municipal Act, 2001, S.O. 2001, c. 25*, a Municipality may establish a system of fines for offences under a By-law of the Municipality passed under this *Act. 2006, c. 32, Sched. A, s. 184*;

AND WHEREAS Section 434.1 (1) of the *Municipal Act, S.O. 2001, c.25*, as amended, a Municipality may require a person to pay an Administrative Penalty for failing to comply with a By-Law of the Municipality passed under this *Act*;

AND WHEREAS pursuant to Part XIV, section 446, (1) if a Municipality has the authority under this or any other *Act* or under a By-law under this or any other *Act* to direct or require a person to do a matter or thing, the Municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense. *2006, c. 32, Sched. A, s. 184*;

(1) For the purposes of subsection (1), the Municipality may enter upon land at any reasonable time. *2006, c. 32, Sched. A, s. 184*;

(2) The Municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes. 2006, c. 32, Sched. A, s. 184.

AND WHEREAS the Council of The Corporation of the Municipality of Magnetawan deems it expedient to regulate the setting of open fires, including establishing the times during which open air fires may be set;

NOW THEREFORE the Council of The Corporation of the Municipality of Magnetawan hereby enacts as follows:

PART 1 - DEFINITIONS

In this By-law:

“By-Law Enforcement Officer” means the Municipality of Magnetawan By-Law Enforcement Officer and/or his or her designate and includes any other employee of the Municipality designated by Council to carry out duties specified in this By-law.

“Campfire” means a fire no larger than two (2) feet (sixty-one (61) centimetres) by two (2) feet (sixty-one (61) centimetres) or eight (8) cubic feet (point two six (0.26) cubic metres) in size.

“Cooking and Warmth” means a campfire for the purposes of cooking or warmth when no other means are available.

“Chief Fire Official” means the Fire Chief and/or his or her Designate.

“Council” means the Council for The Corporation of the Municipality of Magnetawan.

“Designate” means any member of the Magnetawan Fire Department, Fire Chief, Deputy Fire Chief, Fire Prevention Officer, Captain, or Firefighter.

“Dwelling Unit” means a building, structure or suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities.

“Extinguish” means to completely put out a fire and be cool to the touch.

“Extreme” (red on fire danger rating) means a total fire ban, absolutely no burning of any kind and Fireworks are prohibited.

“Fire Ban” means a period of time designated by the Chief Fire Official or their Designate, where a total prohibition on all open-air burning is in place. No burning or fireworks are allowed at any time.

“Fire Department” means the Magnetawan Fire Department.

“Fire Site/Pit” means a fire burn area specifically designed for an open-air fire.

“Fireworks” means consumer or commercial grade devices that explode or burn to produce visual or sound effects.

“Flying Lanterns” means a small hot air balloon or other device designed to carry an open flame as an airborne light, also known as but not limited to sky lanterns, Chinese lanterns, wish lanterns, sky candle and/or fire balloon.

“Fire Danger Rating” are the four categories (low, moderate, high, extreme) of risk for forest/wildland fires. It is determined using the Fire Weather Index (FWI), an internationally used method for determining the risk of fires in open air. It uses factors such as the relative humidity, temperature, previous twenty-four (24) hour rain amount, wind directions and wind speed in combination with the forest fuel type and loads.

“Hazardous Materials” includes, but is not limited to, materials with properties such as flammability, corrosiveness, inherent toxicity and/or is hazardous to human health and/or the environment.

“High” (orange on the fire danger rating) means no daytime burning is allowed. Campfires for cooking and warmth are **only** permitted after 6:00 pm and shall be totally extinguished no later 10:00 am.

“Low” (green on fire danger rating) means daytime burning allowed in compliance of this By-law.

“Moderate” (yellow on fire danger rating) means no daytime burning is allowed except for, a campfire for cooking and warmth **only**. All other fires shall be set after 6:00 pm and shall be totally extinguished no later 10:00 am.

“Non-Recreational Open-Air Burning” or **“Non-Recreational Open-Air Burn”** means any open air burning that is not recreational and exceeds the definition of a campfire.

“Noxious Material” includes, but is not limited to, petroleum products, tires, plastics, rubber products, drywall, construction waste (except clean wood products), tar, asphalt products, pressure-treated wood, creosote-treated wood, painted wood, and includes Hazardous Materials.

“Open Air Burning” or **“Open Air Burn”** means the burning of any material outside of a building, including but without limiting the generality of the foregoing, wood, cardboard, brush, or yard waste, where the flame is not wholly contained and is, thereby, open to the air.

“Owner” means the registered owner of the land on which open air burning occurs and includes a trustee acting on behalf of the registered owner, the estate of the registered owner, and a person with a leasehold interest in the land.

“Recreational Open-Air Burning” or **“Recreational Open-Air Burn”** means a small, controlled and contained fire for the purpose of cooking, warmth, or personal enjoyment.

“Municipality” means The Corporation of the Municipality of Magnetawan.

“Yard Waste” includes, but is not limited to, grass, leaves, trees, brush trimmings, spent flowers, garden plants, weeds, pine needles, hay, straw, and sawdust.

PART 2 – GENERAL PROHIBITIONS

2.1 No person and/or owner shall set or permit an open-air fire in the Municipality between the hours of 10:00 am and 6:00 pm from April 1st to October 31st (subject to fire danger rating) except for cooking and warmth as permitted under Part 3 of this By-law.

2.2 No person and/or owner shall set or permit an open-air fire in the Municipality at any other time except as permitted under Parts 3, 4, and 5 of this By-law.

2.3 Notwithstanding the exceptions set out in Parts 3, 4, and 5 of this By-law, the Chief Fire Official may declare a total ban against open air fire when atmospheric conditions or local circumstances make such fires hazardous. Bans against open air fire shall be advertised through the Municipality of Magnetawan’s Social Media Accounts and fire danger rating signs throughout the fire service area.

2.4 No person in the Municipality shall set or permit a flying lantern or any other device designed to carry an open flame as an airborne light, also known as but not limited to sky lanterns, Chinese lanterns, wish lanterns, sky candles and/or fire balloon.

PART 3 – GENERAL EXEMPTIONS

3.1 Barbeques used to cook shall be exempt from this By-law provided the following conditions are followed:

- a) the barbeques shall be supervised at all times;
- b) the barbeques shall be place on non-flammable material; and
- c) the fuel is a commercially produced charcoal, briquette, or a flammable liquid commercially produced for the purpose of cooking, such as natural gas and propane gas.

3.2 Gas-fired Outdoor Devices (ULC or CSA certified) used for warmth or cooking shall be exempt from this By-law, provided such appliance is safe to operate and that it is not operated in such manner as to create a fire hazard.

3.3 With approval from the Chief Fire Official, this By-law shall not apply to fires set, started, or maintained in the course of activities undertaken by or on behalf of the Municipality by an employee or agent of the Municipality.

3.4 The Fire Department shall be exempt from the provisions of this By-law with respect to open-air fire set or permitted for the purpose of educating and training individuals.

PART 4 – APPROVAL

4.1 Approval under this Part is required for burning during prohibited times.

4.2 Notwithstanding any other provisions of this By-law, the Chief Fire Official may approve any open-air fire subject to the fire being adequately supervised, having an effective extinguishing agent or device of sufficient size and with the capability of extinguishing the fire immediately available, and any special conditions the Chief Fire Official may direct.

4.3 The Chief Fire Official may withdraw permission for and/or stop an open-air burn at any time if, in his or her opinion:

- a) the fire presents a fire hazard; or
- b) smoke produced by the fire is causing visibility concerns on roads in the area of the burn; or
- c) the weather has deteriorated and has become unfavorable for an open-air fire; or
- d) conditions attached to the granting of permission are not being adhered to; or
- e) this By-law is being contravened.

4.4 Upon the notification of the withdrawal of permission by the Chief Fire Official or Designate, the person and/or the owner shall immediately extinguish the fire. If the person and/or the owner fails to immediately extinguish the fire upon such notification, the Chief Fire Official or Designate may take action to have the fire extinguished, and the person and/or the owner may be held liable for any and all costs incurred by the Fire Department to extinguish the fire. Where applicable, such costs shall be calculated in accordance with the current Fees and Charges By-law of the administering Municipality. In addition to the Fire Department costs, fines can also be laid against the owner or any person setting the fire.

PART 5 – RECREATIONAL OPEN-AIR FIRE (CAMPFIRES)

5.1 Every person and/or owner, conducting, or permitting a recreational open-air burn shall abide by the Fire Hazard Rating as defined.

5.2 Every owner shall ensure that all recreational open-air burning on their land complies with this By-law.

5.3 No person setting or permitting a recreational open-air fire shall burn materials other than commercially produced charcoal, briquettes, or clean, dry, seasoned wood.

5.4 No person shall set or permit any recreational open-air fire in which any hazardous or noxious materials, kitchen garbage, household waste, construction materials, or materials made of or containing rubber, plastics, treated wood or tar are burned.

5.5 Every person setting or permitting a recreational open-air fire shall confine the fire to either an open-air fire device or to a fire pit with a burn area no larger than two (2) feet sixty-one (61) centimetres by two (2) feet sixty-one (61) centimetres or eight (8) cubic feet point two six (0.26) cubic metres in size.

5.6 No person setting or permitting a recreational open-air fire shall burn wood having a dimension greater than the size of the open-air fire device or burn pit. All such fires shall be totally confined within the open fire device or fire pit or site at all times.

5.7 Every person setting or permitting a recreational open-air fire shall confine the fire to a location that provides for a minimum distance of six (6) metres nineteen and a half (19.5) feet from any building or structure, combustible materials, overhead wires, or roadway.

5.8 Every person setting or permitting a recreational open-air fire shall confine the fire pit or site to a location that provides for a minimum distance of six (6) metres nineteen and a half (19.5) feet in all directions from adjacent properties.

5.9 Every person setting or permitting a recreational open-air fire shall take all reasonable steps to ensure that adjacent properties and individuals are protected from any fire hazard and are not adversely affected by the products of combustion (size of fire and smoke).

5.10 Every person setting or permitting a recreational open-air fire shall ensure the fire site is attended, controlled, and supervised at all times by a competent adult and that the fire is completely extinguished before the fire site is vacated.

5.11 Every person setting or permitting a recreational open-air fire shall have immediately available for use an effective extinguishing agent or device of sufficient size and with the capability of extinguishing the fire.

5.12 Every person setting or permitting a recreational open-air fire shall take any other precautions as may be reasonably necessary to prevent the fire from getting beyond control, causing damage, or becoming a danger to life and/or property. Adequate water, shovels, rakes, or any other machinery that can assist in containing a fire, should it get beyond its origin, shall be immediately available.

5.13 No person shall set or permit a recreational open-air fire when the wind speed exceeds twenty (20) kilometres per hour, or at times when a smog alert for any area of the Municipality has been declared by the Ministry of the Environment for Ontario.

5.14 No person shall set or permit a fire in open-air if the Chief Fire Official or the Ministry of Natural Resources has declared a total fire ban due to atmospheric conditions or local circumstances make such fires hazardous.

5.15 If the Fire Department attends at a recreational open-air fire to respond to public safety concerns due to a fire hazard, whether in response to a complaint or otherwise, the Chief Fire Official or Designate has the discretion to order the fire extinguished and/or brought into compliance with this By-law and this order shall be final. Any person and/or owner setting or permitting such fire shall comply with the order of the Chief Fire Official or Designate. If the person and/or the owner fails to comply as directed, the Chief Fire Official or Designate may take action to have the fire extinguished or otherwise brought into compliance, and that person and/or the owner may be held liable for any and all costs incurred by the Fire Department to

extinguish the fire or bring it into compliance. Where applicable, such costs shall be calculated in accordance with the current Fees and Charges By-law. In addition to the Fire Department costs, fines can also be laid against the owner or any person setting the fire.

6.0 NON-RECREATIONAL OPEN-AIR BURNING

6.1 Every person and/or owner, conducting, or permitting a non-recreational open-air burn shall abide by the Fire Hazard Rating as defined.

6.2 Every owner shall ensure that all non-recreational open-air burning on their land complies with this By-law.

6.3 Every person and/or owner setting, conducting, or permitting a non-recreational open-air burn shall burn only clean, dry seasoned wood or yard waste as defined in the By-law.

6.4 No person and/or owner shall set, conduct, or permit any non-recreational open-air burn in which kitchen garbage, construction materials or materials made of or containing rubber, plastic, or tar, hazardous materials, or noxious materials are burned.

6.5 No person and/or owner shall set, conduct, or permit a non-recreational open-air burn if burn pile is greater than two and a half (2.5) metres (eight (8) feet) in diameter and two and a half (2.5) metres (eight (8) feet) in height.

6.6 Every person and/or owner setting, conducting, or permitting a non-recreational open-air burn shall confine the fire to a location that provides for a minimum distance of fifteen (15) metres (fifty (50) feet) from any building or structure, combustible materials, overhead wires, or roadway.

6.7 Every person and/or owner setting or permitting a non-recreational open-air fire shall confine the fire pit or site to a location that provides for a minimum distance of fifteen (15) metres (fifty (50) feet) in all directions from adjacent properties.

6.8 Every person and/or owner setting, conducting, or permitting a non-recreational open-air burn shall take all reasonable steps to ensure that adjacent properties and individuals are protected from any fire hazard and are not adversely affected by the products of combustion (size of fire and smoke).

6.9 Every person and/or owner setting or permitting a non-recreational open-air fire shall ensure the fire site is attended, controlled, and supervised at all times by a competent adult and that the fire is completely extinguished before the fire site is vacated.

6.10 Every person and/or owner setting or permitting a non-recreational open-air fire shall have immediately available for use an effective extinguishing agent or device of sufficient size and with the capability of extinguishing the fire.

6.11 Every person and/or owner setting or permitting a non-recreational open-air fire shall take any other precautions as may be reasonably necessary to prevent the fire from getting beyond control, causing damage, or becoming a danger to life and/or property. Adequate water, shovels,

rakes, or any other machinery that can assist in containing a fire, should it get beyond its origin, shall be immediately available.

6.12 No person and/or owner shall set or permit a non-recreational open-air fire when the wind speed exceeds twenty (20) kilometres per hour, or at times when a smog alert for any area of the Municipality has been declared by the Ministry of the Environment for Ontario.

6.13 No person and/or owner shall set or permit a fire in open-air if the Chief Fire Official or the Ministry of Natural Resources has declared a total fire ban due to atmospheric conditions or local circumstances make such fires hazardous.

6.14 If the Fire Department attends at a non-recreational open-air fire to respond to public safety concerns due to fire hazard, whether in response to a complaint or otherwise, the Chief Fire Official or Designate has the discretion to order the fire extinguished and/or brought into compliance with this By-law and this order shall be final. Any person and/or owner setting or permitting such fire shall comply with the order of the Chief Fire Official or Designate. If the person and/or the owner fails to comply as directed, the Chief Fire Official or Designate may take action to have the fire extinguished or otherwise brought into compliance, and that person and/or the owner may be held liable for any and all costs incurred by the Fire Department to extinguish the fire or bring it into compliance. Where applicable, such costs shall be calculated in accordance with the current Fees and Charges By-law. In addition to the Fire Department costs, fines can also be laid against the owner or any person setting the fire.

PART 7 – RESPONSE TO COMPLAINTS

7.1 The Chief Fire Official, Designate, or By-Law Enforcement Officer may give an owner or a person setting or permitting an open-air fire a verbal notice of remedy and require immediate action or other means of remediation, where in the sole discretion of either there is an immediate risk to public health or safety.

7.2 When the Fire Department is dispatched to a fire due to a fire hazard created by an open-air fire, whether upon a complaint or notification of a prohibited open-air fire not authorized under this By-law or otherwise, the Chief Fire Official or Designate can order the owner or person setting or permitting the fire to immediately extinguish the fire.

7.3 Any owner or person setting or permitting an open-air fire shall extinguish the fire when ordered to do so by the Chief Fire Official or Designate. If such owner or person fails to immediately extinguish the fire upon such notification, the Chief Fire Official or Designate may take action to have the fire extinguished, and the owner and/or the person setting or permitting the fire may be held liable for any and all costs incurred by the Fire Department to extinguish the fire. Where applicable, such costs shall be calculated in accordance with the current Fees and Charges By-law. In addition to the fire department costs, fines can also be laid against the permit holder, owner or any person setting the fire.

PART 8 – RIGHT OF ENTRY

8.1 The Chief Fire Official, Designate or By-Law Enforcement Officer may enter upon lands or into structures at any reasonable time to inspect the land to determine whether an open-air fire is being set or permitted in accordance with this By-law.

8.2 The Chief Fire Official, Designate or By-Law Enforcement Officer may enter upon lands or into structures at any reasonable time to inspect barbecues, fire pits/sites, or open-air fire devices that are being used or can be used for open-air fire to determine whether such things are in compliance with this By-law.

8.3 The Chief Fire Official, Designate or By-Law Enforcement Officer may enter upon lands or into structures at any reasonable time to direct or require that a matter or thing be done, and in default of that matter or thing being done, to do such matter or thing in accordance with this By-law.

8.4 A person exercising a power of entry on behalf of the Municipality under this By-law may be accompanied by any person under his or her direction.

8.5 A person exercising a power of entry on behalf of the Municipality under this By-law must, on request, display or produce proper identification.

PART 9 - REMEDIATION

9.1 The Chief Fire Official, Designate, or By-law Enforcement Officer is authorized to order any person to extinguish any fire or to cause such a fire to be extinguished when there is a breach of any of the provisions of this By-law or where, in his or her sole discretion, there is a danger of such fire spreading or otherwise endangering life or property and the owner or person setting the fire shall comply with any such order.

9.2 Where an owner is in default of doing any matter or thing directed or required to be done under this By-law, The Chief Fire Official, Designate or By-law Enforcement Officer may direct such matter or thing to be done at the owner's expense.

9.3 The Municipality may recover the remedial action costs incurred by action, or by adding them to the tax roll and collecting them in the same manner as taxes in accordance with Section 446 of the *Municipal Act*.

9.4 Prior to recovering remedial costs under section 9.3, the Municipality may invoice owners requesting voluntary payment of those remedial costs.

PART 10 – OFFENCES AND PENALTIES

10.1 Every person and/or owner who contravenes any of the provisions of this By-law is guilty of an offence and is subject to the set fines and/or administrative monetary penalties.

10.2 Every person who violates any provision of this By-law or causes or permits a violation shall be guilty of an offence and may be subject to fees under the Administrative Monetary Penalties By-law and/or fined as per the current Fees and Charges By-law.

10.3 Every person and/or owner who is convicted of an offence under this By-law shall be subject to a fine of not more than Five Thousand Dollars (\$5,000.00) for each offence. Such fines shall be recoverable under the *Provincial Offences Act, R.S.O. 1990, c. P.22*, as amended.

10.4 The provisions of this By-law may be enforced pursuant to the provisions of the *Provincial Offences Act, R.S.O. 1990, c. P.33* as amended, and where any provision of this By-law is contravened and a conviction entered, in addition to any other remedy and to any other penalty the person convicted may also be prohibited from continuing or repeating the offence in accordance with the provisions of section 442 of the *Municipal Act*.

10.5 Pursue any other collection mechanisms available to the Municipality pursuant to the Regulations or at law which may include deeming the outstanding amount to be unpaid taxes and adding this outstanding amount to the tax roll and collecting it in the same manner as Municipal Taxes.

PART 11 – OBSTRUCTION

11.1 No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

11.2 Any person who has been alleged to have contravened any of the provisions of this By-law, shall identify themselves to the Chief Fire Official, Designate or By-Law Enforcement Officer upon request, failure to do so shall be deemed to have obstructed or hindered the Chief Fire Official, Designate or By-Law Enforcement Officer in the execution of his/her duties.

PART 12 – MUNICIPALITY NOT LIABLE

12.1 The Municipality assumes no liability for property damage or personal injury resulting from remedial action or remedial work undertaken with respect to any person or property that is subject of this By-law.

PART 13 – VALIDITY AND SEVERABILITY

13.1 Should any section, subsection, clause, paragraph, or provision of this By-law be declared by a Court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of the enforceability of any other provision of this By-law, or of the By-law as a whole.

PART 14 – SEPARATE OFFENCE

14.1 For the purpose of this By-law, each event, complaint, or call shall be deemed to be a separate offence.

PART 15 – SHORT TITLE

15.1 The short title of this By-law is the “Open-Air Burning By-law”.

PART 16 - REPEALED

16.1 THAT By-law No. 2010 – 25 and any previously conflicting By-laws are hereby repealed.

PART 17 - FORCE AND EFFECT

17.1 This By-law comes into effect on the date of its passing.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this . . . day of / . . . 2023.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

DRAFT

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW No. 2010 - 25

Being a BY-LAW To regulate Open Air Burning
in the Municipality of Magnetawan

WHEREAS Section 7.1 (1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, provides that a Council of a Municipality may pass By-laws:

- a) regulating fire prevention including the prevention of the spreading of fires;
- b) regulating the setting of open air fires including establishing the times during which open fires may be set;

AND WHEREAS it is deemed expedient that such a By-law be passed to protect people and property from the risk of being exposed to fire;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

SECTION 1 DEFINITIONS

- 1.1 "approved" means approved by the Fire Chief
- 1.2 "burning ban" means that no open air burning shall take place during the time that the ban is in effect
- 1.3 "campfire" means a small fire set in a fire pit or tire rim or other device designed to burn firewood for cooking or warmth and shall not exceed one (1) metre (3.3 feet) in diameter
- 1.4 "Fire Chief or Chief Fire Official" shall include the Fire Chief or the Deputy Fire Chief of the Municipality of Magnetawan or their designate
- 1.5 "fire department" means the fire department of the Municipality of Magnetawan
- 1.6 "incinerator" includes equipment used for the burning of waste (Environmental Protection Act, R.R.O., 1990, Reg. 346)
- 1.7 "Municipality" means the geographic area within the Municipality of Magnetawan
- 1.8 "open air" means any place, field, yard or construction area which is not enclosed by a building or structure

SECTION 2 REGULATIONS AND PROHIBITIONS

- 2.1 **Required**
No person shall in the open air set or start or maintain or cause to be set, started or maintained, a fire unless
 - a) such fire is set, started or maintained in accordance with the provisions of this By-law
- 2.2 **Fire Ban**
During a burning ban declared by the Fire Chief or his or her designate no person shall set, start or maintain or cause to be set, started or maintained an open fire including a campfire.

2.3 Supervision and Safety

- 2.3.1 All open air fires shall be supervised and under the care and control of a person eighteen (18) years of age or older at all times.
- 2.3.2 Any person starting, setting or maintaining an open fire shall ensure that there are adequate personnel, equipment, land, and water to contain and control such fire.

2.4 Time

No person shall set, start or maintain or cause to be set, started or maintained, an open fire during the time period between two (2) hours after sunrise and two (2) hours prior to sunset.

2.5 Materials

No person shall burn:

- a) discarded materials at a construction site
- b) wet materials, household waste, garbage, refuse, leaves, treated wood products, shingles, plastic, tires, petroleum products or any other toxic substance that creates excessive smoke or odour
- c) any substance or material that will in any way cause discomfort, danger, irritation and or nuisance for any other persons
- d) more than two (2) cubic metres of materials at any one (1) time
- e) without having adequate equipment and resources at the burning site to control and prevent any adverse effect
- f) material for the fire shall not be transferred to or from another property
- g) material for the fire shall not be moved into the Municipality from outside the Municipality

2.6 Regulations

No person shall set, start or maintain an open air fire:

- 2.6.1 closer than ten (10) metres from a building or structure, roadway, overhead wires or property line
- 2.6.2 when the wind is in such a direction and/or such an intensity so as to cause a decrease in visibility on any highway within the Municipality or to cause the rapid spread of fire through any vegetation
- 2.6.3 if the material to be burned is in a pile greater than two (2) metres in diameter and/or two (2) metres in height
- 2.6.4 if the material to be burned is standing grass exceeding one (1.0) hectare in area and/or the flaming edge of such standing grass exceeds thirty (30) metres

2.7 Post Burn Regulations

Every person shall immediately after the fire is conducted and extinguished:

- a) carry out a site inspection
- b) remove all flammable material from the site of the fire
- c) return the site to the condition it was in prior to the fire

SECTION 3 EXCEPTIONS**3.1 Campfires**

- 3.1.2 Campfires shall be supervised at all times

3.2 Municipality

This By-law shall not apply to fires set, started or maintained in the course of activities undertaken by or on behalf of the Municipality by an employee or agent of the Municipality.

SECTION 4 FARMERS**4.1**

- 4.1.1 A farmer who intends to set or maintain a fire in the open air on a specified day or days, for disposal of vegetable matter or vegetation on farmlands which is normal and incidental for farming purposes.
- 4.1.2 The Fire Chief or his designate, shall be notified by the farmer, for each day of the proposed fire.

- 4.2 Preparation Required**
Farm acreage shall be pre-cut to a maximum of fifteen (15) centimetres in height prior to a controlled burn.

SECTION 5 PROCEDURE

- 5.2 Qualification**
All persons shall be eighteen (18) years of age or over and be the owner or occupant of land within the Municipality or have the authorization, in writing, by the owner or occupant of land, to conduct a controlled burn on the said property.
- 5.5 Conditions**
The Fire Chief or his designate may impose special conditions as deemed appropriate, including the relaxing of any regulation set out herein.
- 5.6 Regulations**
- 5.6.1 maintain the Fire on the site of the burning at all times during the burning
 - 5.6.2 ensure that the means of extinguishing the fire is available at the site at all times during the fire

SECTION 6 RESPONSIBILITIES

- 6.1 Responsibilities**
All persons setting an open air fire in the Municipality of Magnetawan shall:
- 6.1.1 have the sufficient personnel and sufficient water to extinguish the fire
 - 6.1.2 be responsible for any damage to property or injury to persons occasioned by the said fire
 - 6.1.3 be liable for costs incurred by the Fire Department, including personnel, equipment and apparatus necessary and called in to extinguish the said fire

SECTION 7 RIGHT OF ENTRY

The Fire Chief or his designate, a Fire Marshall, a Fire Warden, and/or the Municipal By-law Enforcement Officer are authorized to enter at all reasonable times upon any property in order to ascertain whether the By-law is obeyed, and to enforce or carry into effect the By-law.

SECTION 8 ENFORCEMENT

- 8.1 Enforcement Officials**
The Fire Chief, every member of the Fire Department designated and the Municipal By-law Enforcement Officer are authorized to enforce this By-law.
- 8.2 Penalty**
Any person who contravenes any provision(s) of this By-law is guilty of an offence and upon conviction is liable to such fines and penalties as provided for in the Provincial Offences Act, R.S.O. 1990, c.P33, as amended.
- 8.3 Costs**
Despite Section 8.2, any owner of property who permits or sets or maintains a fire, or who causes a fire to be set or maintained other than in accordance with this By-law shall be liable for the full cost of attendance at the fire, should the Fire Department be dispatched on a fire call and such cost may be recovered by action or like manner as taxes.
- 8.4 Clarification**
Despite Sections 8.2 and 8.3, any penalty imposed shall not be deemed to be payment of any fee due.

SECTION 10 SEVERABILITY

If a court of competent jurisdiction should declare any Section or part of any Section of this By-law to be invalid the remainder of the By-law shall be valid and shall remain in force.

SECTION 11 REPEAL

By -Law No. 2005-26 is hereby repealed.

SECTION 12 EFFECTIVE DATE

This By-law shall come into full force and effect June 28, 2010.

**Passed in open Council as read a First, Second and Third time,
this 28th day of June, 2010**

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

[Signature]
 Mayor **Dick Smith**

[Signature]
 Clerk **Mark Urbanski**





REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent Scott Edwards
Date of Meeting:	March 29 2023
Report Title:	Roads Truck # 20 Replacement

Recommendation: THAT Council receives and approves this report as presented and authorizes Staff to purchase the 2023 1500 Series Tradesman Regular Cab 4x4 Gasoline from MacLang Sundridge for \$60,209.00 plus HST.

Background:

This report is to recommend the suitable replacement for the 2017 Chevrolet Silverado 150 4x4 Pickup Truck being Truck# 20 to be reallocated to the Landfill. Council approved the purchase of a Replacement Crew Cab Pickup Truck equipped with a gasoline engine as per the 2023 budget in the amount of \$65,000 plus HST. We received quotes for a Regular Cab Pickup Truck with a 9' Box that can accommodate a combined Toolbox/Fuel Bowser. Price includes winter tires, back rack, and lighting. A 6' box with a Toolbox tends to fall short for carrying signs, posts and other longer materials required for roadwork. Given we will still have 2 Crew Cab trucks in the fleet there should be no issue when extra gear and staff to be mobilised.

Evaluation: Quotes for a 1500 Regular Cab Pickup/Gasoline engine were obtained from 3 Local Dealerships and are as follows before HST:

Mac Lang Sundridge (Dodge)	
Estimated cost	\$60,209
Bray Motors (GMC)	
Estimated cost	\$61,663
Bickley Ford (Ford)	
Estimated cost	\$70,606

Financial Implication:

The purchase of the 2023 1500 Series Tradesman Regular Cab Pickup Truck will come within Budget from the Capital Expenditures 1-4-3220-8000

Conclusion: The Public Works Superintendent recommends the purchase the vehicle from MacLang Sundridge based on price, service history and availability given only MacLang Sundridge has the Truck on the lot in stock as opposed to Bray Motors and Bickley Ford that do not have delivery dates available at the time of this Report.

Respectfully Submitted,

Scott Edwards
Public Works Superintendent



March 6, 2023

Municipality of Magnetawan
4304 Hwy 520
Magnetawan, ON

E-mail: clerk@magnetawan.com

Attention: Kerstin Vroom
Clerk Administrator

Re: 2023-2025 Annual Monitoring and Reporting – Chapman and Croft Landfills
Request for Proposal
Pinchin File: 225335.007

Pinchin Ltd. (Pinchin) is pleased to provide the Municipality of Magnetawan (Client) with the following proposal to complete the 2023 - 2025 Annual Monitoring and Reporting Program for two waste management sites located within the Municipality of Magnetawan, Ontario (the Sites).

The purpose of completing the annual monitoring and reporting program for the Sites is to provide the required Ministry of the Environment, Conservation and Parks (MECP) annual compliance reports that include an overview of the respective Sites' environmental monitoring (including all technical elements related to groundwater and surface water quality, as well as landfill gas, as required), current environmental status and operations summaries. Pinchin proposes to complete these environmental monitoring and reporting requirements in accordance with the requirements dictated under the site-specific Environmental Compliance Approvals (ECAs) for each Site and in compliance with the applicable regulatory requirements.

Pinchin proposes that the monitoring programs are to be conducted for 2023-2025 and will include the following two Sites:

- Chapman Waste Disposal Site: Lot 108, Concession A within the Municipality of Magnetawan. ECA A521202. The current monitoring program includes 13 groundwater monitoring wells and 4 surface water monitoring locations, sampled twice per year (spring and fall); and
- Croft Waste Disposal Site: Lot 26, Concession 11 within the Municipality of Magnetawan. ECA A7034002. The current monitoring program includes 11 groundwater monitoring wells and 3 surface water monitoring locations, sampled twice per year (spring and fall).

To achieve the reporting objectives, Pinchin proposes to carry out the monitoring program at the Sites in accordance with the following documents:

- Ontario Regulation (O.Reg.) 232/98, "Landfilling Sites", under the Environmental Protection Act;



- MECP, January 2012, "Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites" (MECP Landfill Standards);
- O.Reg. 101/07 Waste Management Projects and MECP, March 2007, "Guide to Environmental Assessment Requirements for Waste Management Projects", under the Environmental Assessment Act;
- MECP, April 1994, "Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities, Guideline B-7 (formerly 15-08)" (Guideline B-7); and "Determination of Contaminant Limits and Attenuation Zones, Procedure B-7-1", (formerly referenced by 15-08), dated 2018 and updated in 2021;
- O.Reg. 347/00 R.R.O. 1990, "General – Waste Management", under the Environmental Protection Act;
- O.Reg. 903 R.R.O. 1990, "Wells", under the Ontario Water Resources Act, as amended in 2019;
- O.Reg. 169/03, "Ontario Drinking Water Quality Standards" (ODWQS), under the Safe Drinking Water Act, 2002;
- MECP, June 2003, revised June 2006, "Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines";
- MECP, November 2010, "Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document";
- Ontario Ministry of Environment and Energy, July 1994, "Water Management Policies Guidelines and Provincial Water Quality Objectives" (PWQO); and
- MECP, December 1996, "Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario" (Sampling Document).

Pinchin will complete the proposed tasks in accordance with the above-mentioned applicable landfill standards and documents to ensure consistency with generally applied professional practices, including the recently released MECP guidance for Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document.



1.0 PROPONENT PROFILE AND CORPORATE EXPERIENCE

1.1 Profile Summary

From Victoria, British Columbia to St. John's, Newfoundland, Pinchin is staffed by a team of over 900 skilled and experienced professional engineers, scientists, industrial hygienists, geologists, technologists, project managers, and support staff in over 42 offices across Canada. The proximity of our offices to even remote sites enhance our ability to provide in-depth knowledge of local regulations, legislation, and market conditions, as well as an exceptional level of responsiveness and accountability.

Pinchin is a member in good standing of both the Professional Engineer of Ontario and Association of Professional Geoscientist of Ontario.

Pinchin Ltd. (Pinchin) is a multidisciplinary consulting firm that provides a wide range of engineering, geosciences, environmental, and occupational health and safety solutions across Canada.

The scope of work that Pinchin routinely fulfills for our landfill projects includes:

- Sampling groundwater, surface water and leachate/condensate;
- Recording field observations, including water levels and field measurements;
- Comparing sample values against applicable criteria, including applicable Ministry of the Environment, Conservation and Parks (MECP – formerly known as the Ministry of the Environment and Climate Change - MOECC) standards;
- Preparing interim reports that include description of sampling locations, sampling methodology, results, recommendations, figures and drawings;
- Preparing final reports that incorporate the information of the interim reports, along with trend analysis; and
- Project management meetings and progress updates.

Additionally, Pinchin has provided training services in leachate sampling and analysis and remediation design planning for landfills. Pinchin is experienced in developing and implementing residential well sampling programs, including notification and consultation with affected residents prior to sampling and after each sampling event and communication with the responsible government agency.

Notably, Pinchin regularly presents at a number of high profile environmental conferences, such as the RemTech conference in Banff and Science Advisory Board on Contaminated Sites workshop in Vancouver, on innovative methods for conducting on-site investigation and remediation activities.



Pinchin has extensive experience conducting environmental sampling at contaminated sites across Canada. The project staff dedicated to this project have significant background in landfill projects, particularly for groundwater, surface water, leachate, and landfill gas monitoring. Each of the landfills operated within a Certificate of Approval or Environmental Compliance Approval, and each project was completed on time and on budget.

1.2 Corporate History

Established in 1981 by Dr. Don Pinchin, whose specialized expertise and knowledge in the asbestos abatement industry became the solid foundation for a company that now provides services in these areas:

- Landfill Assessment and Compliance Monitoring;
- Environmental Due Diligence and Remediation;
- Sustainability and Building Science;
- Emissions Reduction and Compliance;
- Environmental Laboratory Services (Asbestos, Lead, Mould, Odour);
- Indoor Air Quality and Mould;
- Hazardous Materials (Asbestos, Lead); and
- Occupational Health and Safety.

Pinchin continues to build on our reputation as a highly-trusted consulting firm that is responsive and sure-footed for our customers in today's rapidly shifting economic, environmental, social and political terrain. From a thorough understanding of our indoor environments and the hazards that can affect both people and profits, to up-to-date expertise on assessing a company's carbon footprint, Pinchin looks forward to working with an increasingly diverse range of customers to provide innovative and effective services and solutions.

1.3 Subcontractors

Pinchin will use its own forces for the execution of the monitoring of the landfills and the compilation of the annual monitoring reports, with the support of an accredited analytical laboratory and Unmanned Aerial Services Inc. (UAS) to complete the topographic surveys at each Site.

1.4 Corporate Experience

Pinchin has been actively involved in landfill management since its inception over 25 years ago, and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both



non-hazardous and hazardous waste disposal facilities. Pinchin is currently responsible for the completion of annual monitoring for groundwater, surface water and landfill gas at over 50 landfill and sewage lagoon sites across Ontario. Of these monitoring programs, approximately half are multi-year contracts with lengths ranging from three to five years. In addition to these annual monitoring programs, Pinchin is currently involved in various landfill projects requiring regular liaison with regulators including the MECP, as well as other government agencies, such as the Ministry of Transportation and the Ministry of Natural Resources and Forestry. For various sites at which Pinchin conducts annual monitoring, Pinchin also assists with capacity assessments, amendments to ECAs, Development and Operations Plans, Closure Plans, financial assurance estimates and other documents to be submitted to the MECP in addition to the annual monitoring reports.

Examples of relevant projects being carried out and/or completed by Pinchin in Ontario, limited to the last five years, include the following:

Municipality of West Perth

Client Contact: Richard Wright, (519) 348-8429

Contract Value: \$392,110

Project: 2019-2023 West Perth Landfill Sites Monitoring (5 Sites)

Project Description: Completion of water and leachate quality monitoring, hydrogeological assessment and landfill gas monitoring activities and technical reporting to the MECP in accordance with ECA requirements.

Rayonier Advanced Materials (RYAM)

Client Contact: Warren Snyder, P.E., (904) 357-3768 (office)

Contract Value: \$ 300,000

Project: 2018 RYAM Landfill Sites Monitoring (9 Sites)

Project Description: Completion of landfill monitoring and reporting requirements for each site in accordance with the requirements of the respective ECA's, including internal reporting and submissions to the MECP. Progress and budget updates communicated to the client on a monthly basis. Pinchin also completes closure and post-closure financial liability estimates for many of these sites on an annual basis.



Township of Stone Mills

Client Contact: Jeff Thompson, (613) 378-1435

Contract Value: \$220,850

Project: 2017-2021 Annual Monitoring Reports for 3 Sites (Camden East, Moscow and Sheffield)

Project Description: Completion of groundwater and surface water monitoring activities and submission of technical compliance reporting to the MECP in fulfillment of annual ECA requirements. Presentation of findings to council. Pinchin also completes closure and post-closure financial liability estimates for these sites on an annual basis.

City of Timmins

Client Contact: Scott Tam, (705) 360-2600

Contract Value: \$212,050

Project: 2021-2025 Annual Monitoring and Reporting for the Deloro and German Waste Disposal Sites

Project Description: Pinchin was retained to sample groundwater, surface water, private well water and landfill gas for two landfills located in Timmins, Ontario. Pinchin provided annual monitoring reports for each landfill which documented the site annual operations, field program activities, methodologies, data interpretation and recommendations based on data collected at each Site. Pinchin also completes closure and post-closure financial liability estimates for these sites on an annual basis.

1.5 Supplier Diversity

Pinchin does not have a formal diversity policy in terms of suppliers, however Pinchin has on boarded a variety of vendors that help us maintain a diverse portfolio.

2.0 ORGANIZATION AND PROJECT TEAM

Tim McBride, B.Sc., P.Geo., QPESA, Director, Northern Ontario

Mr. McBride will be designated as the Project Manager for the project. Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty-five years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring,



soil and groundwater assessments, sub watershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario.

Mr. McBride has supervised and reviewed many different kinds of projects including waste management planning studies, federal environmental assessments, waste disposal site hydrogeological studies, Design & Operations Plans, landfill monitoring (municipal and wood-waste with comparison to Guideline B-7), large diameter well installations (for drinking water, process water and landfill leachate collection), hauled sewage site monitoring and reporting, well-head protection studies, mine tailings assessments, designated substance surveys, geotechnical investigations, soil and ground water inspections and drinking water inspections in both residential and municipal settings.

Alana Valle, B.Eng., EIT., Project Coordinator

Ms. Alana Valle is a Project Coordinator with the Environmental Due Diligence & Remediation group at Pinchin Ltd. and has been employed by Pinchin Ltd. since 2019. Alana holds a Bachelor of Engineering in Environmental Engineering from the University of Guelph and is an Engineering Intern with Professional Engineers Ontario.

Alana has over 5 years of environmental consulting experience and has completed many projects on behalf of Pinchin Ltd., including landfill monitoring and reporting, hydrogeology assessments, waste capacity assessments and waste management plans, and ESAs. This experience extends to industrial, commercial and government projects. Alana has been responsible for a variety of projects in which soil, ground water and surface water quality in relation to regulatory standards and compliance evaluations were investigated, analyzed and reported upon. Alana is currently coordinating the landfill monitoring and reporting program requirements for over 40 waste management sites in Ontario, including scheduling the field work, ensuring all required analytical components are achieved, completing the data review and compilation, and reporting.

Detailed resumes are attached in Appendix I.

3.0 PROPOSED SYSTEM

3.1 Pinchin Project Team Management

Pinchin's Project Manager will provide overall responsibility for the project, the Project Team and will also be the key point of contact for the Municipality. The Project Manager has autonomy to assign and retain



team members that best suit project delivery. This process empowers efficient project delivery and efficient Client liaison. The Project Manager, with possible assistance from a Project Coordinator, will also be responsible for the development and implementation of the project schedule and supervision of field personnel. The Project Manager will ensure that all of the resources required by the project (including senior document review and additional personnel if required) are available and are utilized in the most efficient way possible in order to optimize the project's approved budget and to ensure that deadlines and project requirements are met.

3.2 Integration of Pinchin's Team with the Client's Team

At the project outset, Pinchin will develop a system of communication to ensure that all pertinent information pertaining to the project is communicated to the Municipality in a timely manner and in a fashion acceptable to the Municipality (telephone, email, etc.). Information communicated to Pinchin by the Municipality may be sent directly to Pinchin's Project Manager for communication to staff engaged in project activities. Pinchin's Project Manager will be available to the Municipality at all times during the project to provide status updates, schedule information, and to answer questions regarding the work.

3.3 Notification of Award and Project Initiation

Upon receipt of notification of award, Pinchin's Project Manager will enter the project details into our project management software system ("Vision") which will assist in tracking project costs and schedule. All of the appropriate project, Client and billing information will be entered allowing for project personnel to appropriately track project costs (consulting labour and disbursements) in a manner allowing for easy preparation of financial updates and status reports on an as-needed basis.

3.4 Project Kick-Off Meeting

Critical to the success of the project will be the seamless transfer of information between Pinchin and the Municipality. It will be the responsibility of the Pinchin Project Manager to help make sure that this happens. At the commencement of the project, the Pinchin Project Manager will meet with the Municipality's Project Manager (via conference call) and any other required members of the Project Team for introductions, to receive a thorough understanding of the makeup of the Project Team and the roles and responsibilities of all parties and to establish communication pathways that will be used throughout the project. The project kick-off meeting will also confirm project objectives and scheduling, and establish appropriate methods for data transfer. This meeting may be held via teleconference if deemed appropriate by all parties.

Upon completion of our kick-off meeting with the Municipality, Pinchin's Project Team will meet to fully review the project's scheduling, scope of work, technical and health and safety requirements and Client



expectations. A Hazard Assessment document will be prepared for the project to identify the potential hazards, assess risk and develop adequate controls to eliminate or control the hazards. The Hazard Assessment is reviewed and signed off by all Project Team members prior to site work/visit.

4.0 WORK PLANS AND DELIVERABLES

4.1 Sampling and Data Collection Program

The scope of work for the environmental monitoring program will consist of the following activities:

Groundwater Monitoring

Pinchin will review the Site-specific monitoring well locations and will notify the Client prior to field activities. Pinchin will subsequently mobilize staff to the Sites for field monitoring activities;

- A series of samples shall be collected from multiple locations using standard purging and sampling equipment an effort will be made to minimize potential for cross-contamination by initiating sampling at the lesser-contaminated monitoring well installations and progress to locations with higher potential levels of contamination;
- An inspection will be completed of each groundwater monitoring well installation for damage and/or compliance with O.Reg. 903. Confirmatory measurements of the well construction details will be collected to confirm the well installation details;
- Static groundwater levels shall be collected at all monitoring well locations during the monitoring event using a 100-metre water level tape. Measurements will be collected from the top of riser pipe and will be utilized to determine hydraulic vectors and gradients, and to determine whether rising or falling groundwater elevations significantly affect contaminant migration. At a minimum, two replicate readings shall be collected no less than three minutes apart to ensure level stabilization;
- Each monitoring well shall be purged during the sampling event prior to the collection of sample. Monitoring wells shall be purged using new or existing 3/8" High Density Polyethylene tubing sampling equipment, which will be replaced where required (Pinchin is unsure that existing tubing is reliable in both performance and quality and may need to be replaced). Pinchin shall purge a minimum of three (3) well volumes to a maximum of six (6) well volumes using new Pinchin-supplied sampling equipment until the well volume column is representative of the surrounding formation;



- During purging activities, additional groundwater monitoring parameters shall be collected from each monitoring well using a calibrated YSI-556 water quality meter for real-time in-situ measurement of field parameters including:
 - Dissolved Oxygen (DO);
 - Conductivity;
 - pH;
 - Temperature;
 - Total Dissolved Solids (TDS); and
 - Oxidation-Reduction Potential (ORP).
- Groundwater samples shall be collected from each groundwater monitoring installation in accordance with the MECP Sampling Document. Dissolved parameters will be field-filtered using an in-line 0.45 micron disposable filter. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by the Canadian Association for Laboratory Accreditation (CALA) in accordance with the International Standards ISO/IEC 17025 "General Requirement for the Competence of Testing and Calibration Laboratories", dated December 15, 1999. All parameters will be tested using MECP approved procedures and the analytical methods prescribed in the "Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act" dated March 9, 2004, amended July 1, 2011;
- All groundwater samples will be analysed during the monitoring event at the pre-determined monitoring well locations for the parameters listed in 2019 Water Quality Summary report. Although some laboratory packages may include additional testing parameters, Pinchin will only report parameter analyses results as per the supplied parameter lists;
- Groundwater sample results will be compared to the applicable Ontario Drinking Water Quality Standards and/or reasonable groundwater usage parameters, and shall be further assessed using Guideline B-7 to establish and determine levels of contaminant discharges to the groundwater formation, which would be considered acceptable by the MECP, for naturally attenuating landfill sites; and
- Pinchin shall collect and submit one groundwater field duplicate per ten or less samples recovered for quality assurance and quality control purposes (QA/QC), per sampling event.



Surface Water Monitoring

During each monitoring event, the following tasks of the surface water monitoring activities will be conducted at each Site requiring surface water monitoring:

- All field activities will be initiated at the down-stream locations working up-stream to avoid sediment disturbance and biases influencing sample integrity;
- Wherever practical, Pinchin will collect samples and field monitoring at mid-stream rather than nearshore locations. Samples collected from mid-stream reduce the possibilities of contamination (i.e. shore effects - back eddies, seepage from near shore soils, atmospheric components such as pollen concentrating in slow moving water, etc.). Samples will not be taken in back eddies or brackish waters unless required by the monitoring program objectives. If the flow is sufficiently slow that the collector can wade into the stream without risk, then the sample will be collected at a depth that does not pose a threat. If conditions dictate that the sample be taken from the stream bank, any deviations from the standard protocol will be accurately documented;
- During field measurement collection, surface water monitoring parameters shall be collected from each location using a YSI-556 water quality meter real-time in-situ measurement of field parameters including:
 - DO;
 - Conductivity;
 - pH;
 - Temperature;
 - TDS; and
 - ORP.
- Water samples shall be collected from the specified surface water monitoring locations mid-stream and mid-depth to minimize sediment, in accordance with the MECP Sampling Document. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by CALA. All parameters will be tested for using MECP approved procedures and the analytical methods prescribed in the "Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act", dated March 9, 2004, amended July 1, 2011;



- All surface water samples shall be analysed during the monitoring events at the pre-determined surface water monitoring locations for parameters listed in 2019 Water Quality Summary report;
- Flow rate estimates will be collected at all surface water monitoring locations;
- Pinchin will only report parameter analyses results as per the supplied parameter lists although some laboratory packages may include additional testing parameters; and
- Surface water sample results will be compared to the applicable PWQO criteria, as well as Aquatic Protection Values.

4.2 Annual Monitoring Report

Following completion of water sampling and analysis, Pinchin will prepare an Annual Monitoring Report for each Site. The report will be prepared by a qualified person and will include the following mandatory provisions:

- A review of the 2023, 2024 and 2025 groundwater, surface water quality data;
- A comparison to the water quality data to the historical data;
- A discussion regarding the QA/QC program and whether relative percent differences and major ion balance percentages are within acceptable limits;
- Conclusions and recommendations for future monitoring that links the results of current findings to previous studies (provided by the Municipality) through the use of trend graphs, etc.; and
- A detailed map indicating the sampling locations (groundwater and surface water), as well as a depiction of the designated operational areas.

4.3 Closure and Post-Closure Liability Estimate

On an annual basis Pinchin will assess the liabilities for the Magnetawan Landfills that will exist once the theoretical capacity has been reached. As a formal closure plan has not been submitted for the Site, Pinchin will estimate the closure costs based on the Ministry of the Environment, Conservation and Parks (MECP) Landfill Design Standards (O.Reg. 232/98) including the application of a 600 mm low permeability cover and a 150 mm topsoil over final slopes between 4(H):1(V) and 20(H):1(V). Pinchin proposes to complete the closure cost estimates in accordance with accounting standards set out by the Public Sector Accounting Board (PSAB), Section PS 3280 Asset Retirement Obligations. The updated liability estimates include the following activities:



- Obtain updated and/or additional information required to estimate the closure and post-closure care liability;
- Estimate the closure, post-closure care and contingency expenditures using the reporting format, and assumptions from the previous years; and
- Provide additional information required by the Municipality for its financial statements.

These liability estimates will be provided as a single comprehensive report including the estimates and will be based on the estimated remaining landfill capacity, capital cost requirements, as well as sampling and post-closure monitoring costs covering a minimum of 25 years post-closure (as per the minimum duration dictated in the MECP Landfill Standards).

5.0 PROGRESSIVE CLOSURE PLAN

5.1 Waste Fill Plan

Pinchin understands that the Municipality requires a topographic survey of the Site to examine the current fill operations being conducted at the Site. The topographic survey will be utilized to provide a baseline assessment in order to develop the Waste Fill Plan, moving forward. Utilizing the survey data, Pinchin will complete the waste fill sequencing and deposition plan. The deliverable for this project will include a comprehensive report that will provide a long-term sequential fill and progressive closure plan, including detailed drawings to be adhered to by the Municipality's landfill operators during the placement of waste during each landfill cell phase.

5.2 Topographic Survey

To perform the topographic survey at each of the Sites, Pinchin will retain the services of UAS to complete the following:

1. A topographic survey of each site will be completed to identify waste areas and key site features;
2. UAS will utilize an unmanned aerial vehicle (UAV) to document the current Site conditions through the collection of georeferenced imagery. The UAV is capable of covering vast amounts of terrain through waypoint flight plans to capture high resolution images for further processing; and
3. The results of the topographic survey will be used to develop a digital elevation model and digital terrain model which will be used to prepare an updated waste volume calculation.



6.0 QUALITY ASSURANCE PLAN

Pinchin employs a number of quality management systems and standard operating practices designed to ensure the delivery of every project and complete Client satisfaction. Our quality management systems ensure the consistent delivery of our services, reports and specifications Pinchin has developed, for all aspects of our work, systems to ensure the consistent quality and delivery of our services, reports and specifications. Some of the most effective are as follows:

- **Standardized Meeting Process:** For all meetings Pinchin will prepare or contribute to a written agenda to ensure that meetings are kept on point and discussion items are relevant to the meeting objective. For meetings run by Pinchin we commit to submitting Agendas at least 3-5 business days ahead of time so participants can adequately prepare for the meeting. Minutes with action items will be forwarded to the meeting participants within 2 business days following the meeting.
- **Standardized, Pre-reviewed Documentation, and Report Formats:** It has been recognised by Pinchin for many years that quality control for Clients can be best met by utilizing the information which specialists within the Company possess. In order to ensure that the information is available to all personnel, Pinchin utilizes master documents which have been developed by key specialists across Canada and reviewed by National "focus groups". The focus groups meet face to face or by teleconference four times per year. This ensures that our documents remain up to date and they also incorporate local requirements.
- **Senior Review of Documents:** All documents issued by Pinchin are subject to peer review by a specialist in the same group. A signed review checklist sheet is prepared by the report author and submitted to the reviewer with the report, who then in turn signs off the review process. This signed review sheet is maintained for all projects within the project file.
- **Equipment Maintenance and Calibration:** All equipment used during project assignments is maintained and calibrated in accordance with our field procedures and manufacturer's instructions. All calibration records are maintained within the project file.
- **Use of Accredited Laboratories:** Pinchin has agreements with nearly a dozen accredited laboratories in Canada and the United States which ensures the highest level of quality. Pinchin uses only laboratories certified by the Canadian Environmental laboratories Association to test for environmental parameters.



- **Field Audits:** As a performance verification process, Pinchin conducts periodic audits of team members. This includes Project Managers attending field sites to observe activities and verify that expected standards and practices are being followed.

Pinchin uses recognized industry standards, including the Canadian Council of Ministers of the Environment (CCME) Subsurface Assessment Handbook for Contaminated Sites and MECP’s manual on “Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario” for conducting environmental assessments. For quality assurance, all work is supervised and internally reviewed by senior staff members.

Where applicable, field sampling equipment decontamination will be completed in accordance with accepted protocols. As a minimum, sampling equipment is washed with detergent solution and rinsed with distilled water between sampling. Decontamination procedures will vary, depending on the project nature, and will be undertaken to prevent any cross-contamination between sampling sites. Screening instruments are calibrated periodically.

For every ten groundwater samples collected, one field duplicate sample will be collected and included in the laboratory submission for analysis. Laboratory blanks and duplicates will also be used to ensure sample integrity. Relative Percent Differences (RPDs) will be calculated and discussed where applicable. Samples will be placed in appropriate sample containers provided by the laboratory and preserved (as required based on type of analysis) until delivered (shipped by courier or hand delivered) to the laboratory for analysis. A chain of custody form will accompany samples at all points of handling.

7.0 COST OF SERVICES

The estimated costs for the completion of the annual monitoring and reporting program for the Chapman and Croft Landfill Sites are provided in Appendix II and include a detailed breakdown of fees and disbursements. It is proposed that the program will consist of the annual monitoring requirements, drone survey, asset retirement/liability assessment and development of progressive fill/sequencing plan for both Sites in 2023, while 2024 and 2025 will only involve the completion of the asset retirement estimates and the annual monitoring programs at both Sites. The overall cost to complete the required work program at Chapman is estimated to be **\$29,288.00** in 2023, **\$18,118.00** in 2024, and **\$18,118.00** in 2025. The overall cost to complete the required work program at Croft is estimated to be **\$26,985.00** in 2023, **\$15,815.00** in 2024, and **\$15,815.00** in 2025. This cost does not include 13% HST.



This cost estimate assumes that Pinchin will pay the sub-contractors directly. The costs for the work program are based on a time plus disbursements basis and will be invoiced monthly. Incidental disbursements (faxes, photocopies, long distance, computer usage, etc.) will be invoiced at 6% of fees. Out of office disbursements will be charged at cost plus 10% and mileage will be billed at \$0.60/km. The overall costs for each Site are to represent a maximum upset limit.

Our estimated cost is based on Pinchin's current knowledge of site conditions and the client's requirements. Should conditions vary during the course of the investigation, Pinchin reserves the right to modify this workplan; however, no budgetary changes will be made without written authorization from the client.

The estimate in this proposal will be honoured for a period of 90 days, after which Pinchin reserves the right to review the costing.

The proposed services are subject to the Terms and Conditions given in the "Authorization to Proceed" contract form as attached in Appendix III.



8.0 CLOSING

We trust that the information provided herein is sufficient for the Client to evaluate Pinchin's proposal. To authorize Pinchin to initiate the activities, please sign and date the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement (Appendix III) and e-mail an electronic (pdf) copy of the executed Authorization to Proceed, Limitation of Liability and Terms of Engagement to Tim McBride at tmcbride@pinchin.com. If you have any questions, or require additional information, please do not hesitate to contact the undersigned. We look forward to working with you on this assignment.

We look forward to working with you on this agreement.

Sincerely,

Pinchin Ltd.

Prepared by:

Aezlyn Nisbet
Project Technologist
249.885.2619
anisbet@pinchin.com

Reviewed by:

Tim McBride, B.Sc., P.Geo., QP_{ESA}
Director, Northern Ontario
705.521.0560
tmcbride@pinchin.com

Encl.: Appendix I – Curriculum Vitae's
Appendix II – Detailed Personnel Cost Matrix
Appendix III – Authorization to Proceed, Limitation of Liability and Terms of Engagement

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Template: Groundwater Monitoring and Sampling Proposal Template, EDR, October 20, 2022

APPENDIX I
Curriculum Vitae's



Tim McBride, B.Sc., P.Geo. QPESA

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist - Hydrogeology

Professional Summary

Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty-five years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, subwatershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario. Mr. McBride has a strong background in hydrogeology, aquifer development and characterization, landfill assessment, geophysical surveys, shallow combustible gas vapour surveys, lagoon monitoring, and contaminant impact assessment and have supervised the remediation of numerous contaminated properties. This remediation experience includes excavation and off-site disposal (dig and dump), biopile construction, in-situ bioremediation and large interception well systems (pump and treat) for various contaminants including metals, petroleum hydrocarbons and polycyclic aromatic hydrocarbons.

Education

- Environmental Hydrogeology, University of Waterloo, Waterloo, Ontario, 1997

Professional Designations / Associations

- APGO Association of Professional Geoscientists of Ontario

Professional Development

- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually
- NORCAT: Northern Centre for Applied Technology, Surface Orientation,
- St. John's Ambulance: Emergency First Aid
- Fire Extinguisher Training
- Respirator Fit Test: Soucie Salo Safety, Sudbury,
- Electrical Awareness Training
- Safety, Health & Environment Leadership Training



- Basic Certification Training for Joint Health and Safety Committees (Part 1 & 2)
- Inspired Leadership & S.P.I.R.I.T Development Program

Professional Experience

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist - Hydrogeology, Pinchin Ltd., 2017 to Present

- The role of Director of Landfill Services and Practice Specialist – Hydrogeology for Pinchin Ltd. primarily involves developing the capabilities of our landfill and hydrogeological team to service municipal and industrial clients across Ontario. Mr. McBride focuses on supervising the team and project managers through design and compliance phases.
- Through this role Mr. McBride ensures that clients are in compliance with respect to policies, procedures, and regulations. He cuts through the uncertainty found in all phases of work in the landfill and hydrogeological services by delivering clearly worded reports that meet the needs of all stakeholders. This includes the preparation of technical documents that can be understood by lay people, and ensure that all deadlines are met for reports submitted to government agencies.
- Mr. McBride works hard to identify opportunities to streamline study design and compliance monitoring; providing efficiency and cost savings to clients (both municipalities and private sector) with long-term monitoring requirements, and assisting private clients with the additional requirement of financial assurance, in accordance with provincial regulations.

Environmental Hydrogeologist and Assistant Unit Manager, AMEC Earth & Environmental, 2001 to 2017

Hydrogeologist, Trow Consulting Engineers Ltd., 1997 to 2001

Junior Environmental Analyst, INCO Ltd., Environmental Control Department, 1996 to 1997

Project Experience

Environmental Impact Monitoring

- Weyerhaeuser Lime Mud Disposal Pits, Dryden, Ontario: Responsible for the review field and geochemical data from historical annual groundwater monitoring reports for this industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- Deloro Landfill Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater, residential well and surface water samples from this domestic and industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- German Township Waste Disposal Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater and residential well samples from this domestic waste site. Completed an annual monitoring report, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives.

- Falconbridge, Lockerby Mine, Whitefish, Ontario: Completed an annual groundwater monitoring report, including an assessment of the on-site disposal site versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria.
- Tembec Sawmills, Northern Ontario: Utilized field and geochemical data for ground and surface water samples to complete annual monitoring reports for 8 sites, including an assessment of the on-site woodwaste disposal sites versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria. Each report required individual consideration, in order to address the requirements of the individual Certificates of Approval for each site and evaluate compliance.

Hydrogeological Evaluations

- Detailed Hydrogeological Evaluation of Two Aquifers, Onaping, Ontario: Completed an evaluation, using large scale pumping tests, geochemical analysis and groundwater modelling, to assess the potential of the aquifers to provide suitable and sustainable water quantity and quality for the specified water supply requirements. In addition, this report concluded as to whether the aquifers should be considered as groundwater under the direct influence ("GUDI") of surface water, as defined by the Ministry of the Environment, Conservation and Parks ("MECP") Ontario Drinking Water Standards ("ODWS") and subsequently, whether or not chemically assisted filtration and disinfection was required. Duties involved the coordination of all staff (including field, groundwater modelling, laboratory and office) and subcontractors (drilling, pump testing, particle counting, two geochemical laboratories), the preparation of monthly progress reports, invoicing, budget updates, change orders, data interpretation and presentation of the final study findings and recommendations.
- GUDI Assessment for Larder Lake Water Works, Larder Lake, Ontario: Conducted a GUDI study, as defined by the MECP, in support of a Certificate of Approval application. Based on a review of existing groundwater modelling, geological and chemical data, completed a detailed hydrogeological assessment of the water supply aquifer and provided recommendations for future development and maintenance.
- Preliminary Hydrogeological Evaluation, Killarney, Ontario: Completed a preliminary hydrogeological evaluation in order to assess the bedrock aquifer characteristics with respect to quality and quantity through review of available historical databases and information sources. Based on the estimated water supply requirements, determined the number of necessary wells, the mutual interference profiles, capture zones and potential off-site impacts.
- Preliminary Site Servicing Options Study, Proposed Industrial Park, Earlton, Ontario: Required to investigate servicing options and constraints since the existing infrastructure that supplies water and sewer did not extend to the subject lands. The potential yield of the aquifer was subsequently evaluated in terms of its suitability as a long-term water source for the industrial development. The shallow soil conditions were also reviewed in order to assess the feasibility of individual sewage disposal systems. Based on the estimated development requirements, determined the mutual interference profiles, capture zones and potential off-site impacts.

Site Decommissioning and Remediation Studies

- Vale Crean Hill Mine Landfill Site, Whitefish, Ontario: Completed the closure design and construction management for an industrial landfill site associated with the Crean Hill Mine operations. Prepared a final site grading plan in order to meet the MECP specified slopes, as well as the design of two landfill cap systems (i.e., low permeability soil versus geosynthetic clay liner). Prepared tender documents for the preferred cap system (low permeability soil) and supervised construction of the landfill cap.
- Phase I/II and III Environmental Site Assessments, Sudbury Ontario: Conducted a limited Phase I and II ESA to evaluate the environmental condition of four commercial properties in Sudbury. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.



- Site Remediation, Hydro Transformer Sub-Station, Sturgeon Falls, Ontario: Directed site remediation activities for an abandoned distribution station, surrounded by residential land, contaminated with polychlorinated biphenyls (PCB). Collected the appropriate number of verification samples to evaluate the final environmental status of the site as per the current guidelines.
- Residential Fuel Spill, Little Current, Ontario: Supervised the removal of residual hydrocarbon contaminated overburden materials and the installation of a free product interception well. Installed a passive petroleum product collection system in the existing on-site bedrock well to recover free phase petroleum product from within the fractured limestone aquifer and conducted indoor air quality sampling to document the final environmental status of the site.

Environmental Investigations

- Phase I Environmental Site Assessments - Bridgestone/Firestone Properties, Northern Ontario: Supervised and assisted staff in conducting site reconnaissance visits, interviews knowledgeable on-site personnel, research of historical land uses and identified areas of actual and potential environmental concern for five Bridgestone/Firestone sites in Northern Ontario. Summarized all findings into concise reports, including off-site concerns. Responsible for data collection, reporting, review, invoicing and client progress reports.
- Phase I Environmental Site Assessment, Home Depot, North Bay, Ontario: Completed a complex Phase I ESA report on five individual parcels, prior to a land transaction for a proposed Home Depot Home Improvement Warehouse in North Bay, Ontario. The land uses varied from a furniture store to a scrap steel and salvage yard. Evaluated the land uses of the five individual lots and the associated potential environmental concerns.
- Phase I/II and III Environmental Site Assessments, Petroleum Distributor, Northern Ontario: Conducted Phase I and II ESA's to evaluate the environmental conditions of twenty-five commercial properties across Northern Ontario, including active and former retail fuel outlets and bulk plant facilities. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort at fifteen of these sites. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.
- Phase I and II Environmental Site Assessment, North Bay, Ontario: Conducted a Phase I ESA and subsequent Phase II ESA to evaluate the environmental condition of a commercial property in North Bay. Identified potential and actual sources contamination on-site and from adjacent land uses. Responsible for coordinating the intrusive soil and groundwater sampling program, field screening and selection of worst-case samples for laboratory submission. Prepared the final report comparing the findings to the applicable guidelines and provided recommendations for required future investigations.



Alana Valle, B.Eng., EIT

Project Coordinator, Environmental Due Diligence & Remediation

Professional Summary

Alana Valle is a Project Coordinator in the Environmental Due Diligence and Remediation (EDR) group and has been employed by Pinchin Ltd. since 2019. Alana holds a Bachelor of Engineering in Environmental Engineering from the University of Guelph and is an Engineering Intern with Professional Engineers Ontario (PEO).

Alana has over 4 years of environmental consulting experience and has completed many projects on behalf of Pinchin Ltd., including landfill compliance monitoring and reporting, hydrogeology assessments (including aquifer instrumentation programs), waste capacity assessments, design & operations plans, landfill closure plans and waste management plans. This experience extends to industrial, commercial and government projects. Alana has been responsible for a variety of projects in which soil, ground water and surface water quality in relation to regulatory standards and compliance evaluations were investigated, analyzed and reported upon.

Education

- Bachelor of Engineering in Environmental Engineering (B.Eng. (Env.)), University of Guelph, 2020

Professional Designations / Associations

- Engineering Intern (EIT), Professional Engineers Ontario (PEO), since 2020

Professional Development

- Vale Tier 3 – Central Tailings Area, 2020
- Vale Tier 2 – Mines, 2020
- Vale Tier 2 – Surface Orientation, 2020
- Vale Tier 1 – General Orientation, 2020
- MOL Supervisor Training in 5 Steps, 2020
- MOL Worker Training in 4 Steps, 2020
- Domtar Core 2 Specific Training – Espanola Mill, 2020
- Pinchin EDR Training, 2019
- First Aid and CPR Training, 2021
- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually

Professional Experience

Project Coordinator, Environmental Due Diligence & Remediation, Pinchin Ltd., 2019 to Present

- Completes groundwater, surface water, leachate, potable water and gas environmental compliance monitoring for municipal landfill sites, sawmill sites, mining sites, etc.



- Completes hydrogeological assessments and water quality monitoring reports for over 30 landfill sites, expanding knowledge of:
 - MECP's Guideline B-7;
 - Groundwater elevation contouring;
 - Piper plot analysis; and
 - Water quality trend analysis.
- Completes waste capacity assessments, design & operations plans, landfill closure plans and waste management plans, expanding knowledge in O. Reg. 232/98 and landfill standards and guidelines.
- Assisted in various other landfill monitoring projects, gaining knowledge in:
 - Leachate management studies and remediations;
 - Closure and post-closure liability assessments using MECP's Guideline B-7; and
 - Financial assurance assessments using MECP's Guideline F-15.
- Assisted in environmental compliance assessments (ECA's), gaining knowledge in creating borehole logs, soil sampling and groundwater well installations.
- Liaises with clients and other professionals and develops and maintains positive relationships.

Environmental Technologist (Coop), Wood, 2017 to 2018

- Completed water level, surface water flow, snowpack and air quality monitoring activities for Vale Canada Ltd.'s Copper Cliff operations including the Central Tailings Area, Smelter and Clarabelle Mill.
- Completed groundwater and surface water quality monitoring for various mine sites such as Wallbridge Mining Company's Broken Hammer Mine and Kidd Operations' Kidd Creek Mine.
- Completed technical reports for Permit to Take Water compliance monitoring for various mine sites such as for Harte Gold Corporation.
- Completed technical water monitoring reports for landfill sites, gaining experience in applying the applicable guidelines, most notably MECP's Guideline B-7 compliance assessment procedures and O. Reg. 232/98 landfill guidelines.
- Experienced in environmental monitoring field techniques, including:
 - Groundwater and surface water sampling;
 - Water level and flow monitoring;
 - Landfill gas monitoring;
 - Elevation surveying; and
 - Ambient air particulates sampling.
- High attention to detail and organization skills through completing Excel data entry for professional reports.

Project Experience

- [Typical clients: financial institutions, scholastic institutions, government facilities, property managers, developers and private and public facilities]

APPENDIX II
Detailed Personnel Cost Matrix

2023 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CHAPMAN

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
	Task										
1.0	Spring 2023 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
2.0	Fall 2023 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
3.0	Annual Monitoring Report	2	4	24	8	2	40	\$ 3,610	\$ 217	-	\$ 3,827
4.0	2023 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
5.0	Drone Survey	0	1	0	0	1	2	\$ 190	\$ 11	\$ 2,669	\$ 2,870
6.0	Progressive Fill and Closure Plan	2	24	24	32	2	84	\$ 7,830	\$ 470	-	\$ 8,300
Total Manhours/Cost		8	41	95	40	8	192	\$18,035	\$1,082	\$10,171	\$29,288

2024 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CHAPMAN

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
	Task										
1.0	Spring 2024 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
2.0	Fall 2024 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
3.0	Annual Monitoring Report	2	4	24	8	2	40	\$ 3,610	\$ 217	-	\$ 3,827
4.0	2024 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
Total Manhours/Cost		6	16	72	8	5	107	\$10,015	\$601	\$7,502	\$18,118

2025 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CHAPMAN

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
Task											
1.0	Spring 2025 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
2.0	Fall 2025 Monitoring Event	1	2	20	0	1	24	\$ 2,145	\$ 129	\$ 3,751	\$ 6,025
3.0	Annual Monitoring Report	2	4	24	8	2	40	\$ 3,610	\$ 217	-	\$ 3,827
4.0	2025 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
Total Manhours/Cost		6	16	72	8	5	107	\$10,015	\$601	\$7,502	\$18,118

2023 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CROFT

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
	Task										
1.0	Spring 2023 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
2.0	Fall 2023 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
3.0	Annual Monitoring Report	2	4	18	9	2	35	\$ 3,250	\$ 195	-	\$ 3,445
4.0	2023 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
5.0	Drone Survey	0	1	0	0	1	2	\$ 190	\$ 11	\$ 2,669	\$ 2,870
6.0	Progressive Fill and Closure Plan	2	24	24	32	2	84	\$ 7,830	\$ 470	-	\$ 8,300
Total Manhours/Cost		8	41	80	41	8	178	\$16,875	\$1,013	\$9,098	\$26,985

2024 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CROFT

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
Task											
1.0	Spring 2024 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
2.0	Fall 2024 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
3.0	Annual Monitoring Report	2	4	18	9	2	35	\$ 3,250	\$ 195	-	\$ 3,445
4.0	2024 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
Total Manhours/Cost		6	16	56	9	5	92	\$8,855	\$531	\$6,429	\$15,815

2025 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CROFT

Task and Scope	PINCHIN TEAM					Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs	
	Director Landfill Services T. McBride \$240 per hour	Project Manager A. Valle \$115 per hour	Field Technician \$80 per hour	CAD Draftsman \$80 per hour	Clerical \$75 per hour			Incidental (office & field equip.) (6% of fees)	Major (field expenses, mileage, etc.)		
Task											
1.0	Spring 2025 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
2.0	Fall 2025 Monitoring Event	1	2	15	0	1	19	\$ 1,745	\$ 105	\$ 3,215	\$ 5,064
3.0	Annual Monitoring Report	2	4	18	9	2	35	\$ 3,250	\$ 195	-	\$ 3,445
4.0	2025 Closure and Post-Closure Liability Estimate	2	8	8	0	1	19	\$ 2,115	\$ 127	-	\$ 2,242
Total Manhours/Cost		6	16	56	9	5	92	\$8,855	\$531	\$6,429	\$15,815

March 14, 2023

Magnetawan Farmers Market,
c/o Patti Paul

Sundridge, ON
POA 1Z0

Magnetawan Councillors:

I am requesting a break in our rent for the Pavilion as last year since the last three years have been very difficult and the income sparse for operational funds. We are hoping for a more normal operating year this year and to get back to normal. We are planning to open earlier this year to open the long weekend in May.

I would appreciate it if we could get the rent reduced to \$75 per week and that would be a big help in keeping the Market running again this year. Thanks in advance for your thoughtful consideration.

Yours truly,

Patti Paul
Manager of Magnetawan Farmers Market

MUNICIPALITY OF
MAGNETAWAN
MAR 14 2023
RECEIVED

Parry Sound Area
COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC.
A Community Futures Development Corporation



February 24, 2023

Municipality of Magnetawan
4304 Hwy #520, P.O. Box 70
Magnetawan, ON
POA 1P0

2021 \$1,000
2022 \$1,000

MUNICIPALITY OF
MAGNETAWAN

MAR 03 2023

RECEIVED

Attention: Mayor Sam Dunnett
Municipality of Magnetawan
RE: Contribution to the Parry Sound Area CB&DC – 2023

Dear Mayor Dunnett,

On behalf of the Board volunteers and the staff of the CB&DC please share with Council our sincere appreciation for its past tangible support to our annual operating budget. In furtherance of our request for a 2023 contribution of \$1000, I have attached the following:

1. September 30, 2022 year-end financial statements
2. CB&DC Investment Fund Municipal Concentration list as at January 25, 2023
3. Summary of past Municipal support
4. CB&DC Board resolution #2023-4139 authorizing this request
5. Client Success Story – Fisher's Regalia

Parry Sound Area CB&DC's 2021-2022 fiscal year ending September 30, 2022 marked our 35th year of operation. It was a fast-paced year of challenges and inspiration, with many opportunities to cultivate our priorities.

The Covid-19 pandemic continued to impact our economy: housing and labour market shortages, rapidly increasing interest rates, and supply chain issues all bore weight on business success. Locally, SMEs struggled to meet staffing needs, often adjusting workflows and/or operating hours as a result. The CBDC office maintained our usual hours open to the public and we responded to the needs of our team with flexible work from home/in office scheduling. Our ongoing digitization efforts served us well as we saw few ripples in our work flow and we continue to update our processes to maximize our flexibility as an organization.

With the completion of a new Strategic Plan in June 2022, the organization set focus on short and medium term goals and work on those priorities is well under way.

Parallel to the strategic planning work, we finalized a 5-year Business Plan, Budget, and Communication Plan to back our application to FedNor for continued operating support; we're pleased to have received a 5-year Contribution Agreement which allows for longer-term planning and implementation of our strategies.

1A Church St. Parry Sound, Ontario P2A 1Y2
705-746-4455 | info@cbdc.parrysound.on.ca | www.cbdc.parrysound.on.ca

Last year we reported our community investment of \$3,800,000 to 72 local businesses across our area, through the Regional Relief and Recovery Fund (RRRF), with a potential forgivable portion of over \$1,000,000. We're extremely proud of this work and the real difference it made to SMEs in our community. This past year we implemented a focused communication strategy with RRRF loan clients, to check that repayment strategies are in place to maximize access to the forgivable portion of those loans.

Our regular loan portfolio continues to be healthy; currently we host over \$10M in active loans. During CB&DC's 2022 fiscal year the board invested \$1.55 Million across our community with entrepreneurs in need of capital and operating funding, leveraging in excess of \$3.9Million. Through CB&DC, three clients accessed capital through the North Eastern Ontario Investment Pool (NEOIP), resulting in a further \$1M flowing into our community, in addition to our own local investment. The NEOIP, a collaboration between 13 Community Futures organizations across North Eastern Ontario, allows for loans of up to \$750,000.


With a 35 year track record, our cumulative totals since inception illustrate CB&DC's impact to our community: to September 30, 2022 the Parry Sound Area Community Business & Development Centre Board of Directors has reviewed 859 loan applications, approving over 670 loans. CB&DC has disbursed \$30,159,568 in loans and \$3,800,000 in Regional Relief Recovery Fund lending; creating or maintaining well over 2600 jobs.

Long-time CB&DC Loans Officer Sherry Keown retired last year and while her knowledge and expertise will be missed, we wish her the very best in her retirement. Last August Kyle Forder came on board as Loans & Business Development Officer, joining Administrator Pam Hargrave and General Manager Janice Heidman to complete our core CB&DC team.

With all that we do, we continue to produce strong results under a core operating budget that has not changed since 2008. Discussions on that point with the federal government continue at a provincial and national level; locally we are focused on how we can do as much as possible within our budgetary constraints. On that note, we thank our municipal partners with great gratitude for your past support; it makes a difference in the work we are able to do.

Thank you for your consideration of this request and as always, we remain available to have further dialogue with Council at your convenience.

Yours truly,



Bob Griffiths
Chair,

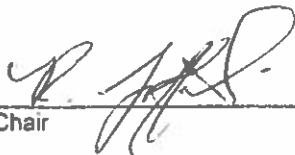
Parry Sound Area
Community Business & Development Centre



PARRY SOUND AREA
COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC.
General Resolution

RESOLUTION #	CB&DC – 2023-4139
DATE:	January 23, 2023
MOVED BY:	Rachel Sullivan
SECONDED BY:	Kirby Penkwin
THAT:	the Board of the Parry Sound Area Community Business & Development Centre Inc. does hereby direct the General Manager to apply to the Municipality of Magnetawan's Donations / Grants Program for a 2023 contribution of \$1,000.00.

- Carried
- Defeated
- Deferred



 Chair

C:\WEB\BPAN\S\Y\2023 CBDC PARRODARD VLE TING WORKING FILE\BUAH 2023\RESOLUTIONS\CBDC-2023-MAGNETAWAN.DOCX

**Municipal Concentration
As at Jan 25, 2023**



Parry Sound Community Business & Development Centre
1A Church St. Parry Sound, ON P2A 1Y2
705-746-4455

Municipality		Amount	Number of Loans	Percentage by Dollar
Archipelago	\$	420,000.00	3	3.80
Carling	\$	360,000.00	2	3.26
Magnetawan	\$	1,288,828.09	14	11.66
McDougall	\$	232,509.95	4	2.10
McKellar	\$	220,000.00	3	1.99
Mowat	\$	-	0	0.00
Seguin	\$	1,668,446.92	18	15.09
Town of Parry Sound	\$	5,773,046.41	57	52.21
Wallbridge	\$	205,000.00	1	1.85
Whitestone	\$	515,542.13	3	4.66
Other	\$	373,000.00	4	3.37
Total	\$	11,056,373.50	109	100.00

MUNICIPAL CONTRIBUTIONS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Archipelago	\$4,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$ 2,000	\$ 2,000	\$ 2,000
Carling	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$ -	\$ -	
McDougall	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$ 3,000	\$ 3,000	\$ 3,000
McKellar	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$ 500	\$ -	
Parry Sound	\$2,468	\$3,123	\$4,021	\$2,613	\$1,585	\$2,233	\$2,000	\$ -	\$ 2,002	\$ 2,923
Seguin	\$7,000	\$7,000	0	\$4,000	\$4,000	\$4,000	\$4,000	\$ 4,000	\$ -	\$ 4,000
Whitestone	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$550	\$1,100	\$ 1,100	\$ 1,100	\$ 1,100
Magnetawan	\$1,000	\$1,000	\$1,000	\$1,000		\$1,000	\$1,000	\$ 1,000	\$ 1,000	\$ 1,000
Total	\$20,568	\$18,223	\$13,121	\$15,713	\$13,685	\$14,783	\$15,100	\$11,600	\$ 9,102	\$ 14,023



Parry Sound Area

COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC

A Community Futures Development Corporation

CLIENT SUCCESS STORY

FISHER'S REGALIA & UNIFORM ACCOUTREMENTS CO. LTD.

Founded in 1975 Fisher's Regalia is a second-generation family-owned company that was operating out of Barrie, Ontario. We provide uniforms and accessories for the emergency services sector across Canada and in the Caribbean. We, owners Yvonne and Mark Tulloch, were in the process of creating a succession plan with our son when he identified that owning a home in Barrie was outside of his family's reach financially.

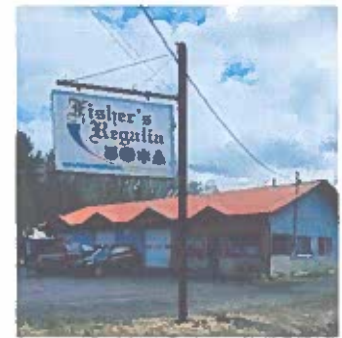
He eventually purchased a home in Parry Sound and Yvonne and Mark began the search for a commercial property to relocate the business closer to our son's home. The search was successful as the former Georgian Bay Rentals property on Queen St. in Parry Sound was found to be a suitable location. There was one problem that looked to put the brakes on the purchase.

Covid19 had spooked all of the chartered banks when it came to commercial mortgages and that put us into a precarious position. Enter the Parry Sound Area and Community Business Development Center. They were originally going to participate in second position with TD Bank but when the bank withdrew their participation Janice Heidman, the general manager of this extremely helpful organization offered to participate fully in the commercial mortgage for our company.

The qualification progress was rigorous but fair. They worked extremely well with all of the lawyers in the transaction and the process was fairly seamless.

Our family was very grateful for the relationship created between our firm and the CBDC. I believe it's rare for a government agency to deliver exactly what it promises to deliver and now we hope to do our part by growing and hiring more local folks here in the district of Parry Sound.

*Mark J. Tulloch, V.P. Sales & Marketing
Owner, Fisher's Regalia*



January 2023

**PARRY SOUND AREA COMMUNITY
BUSINESS & DEVELOPMENT
CENTRE INC.**

Financial Statements

For the year ended September 30, 2022

Parry Sound Area Community Business & Development Centre Inc.
Financial Statements
For the year ended September 30, 2022

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Statement of Cash Flows	9
Notes to Financial Statements	10

Supplementary Information

Location	1A Church Street, Parry Sound, Ontario
Bank	Kawartha Credit Union

GINGRICH HARRIS COPELAND Chartered Professional Accountants

1-7 William Street
Parry Sound ON
P2A 1V2

STEPHEN L. GINGRICH, CPA, CFP
BRANDY L. HARRIS-GREEN, CPA
CHANTELLE A. COPELAND, CPA

TELEPHONE: (705) 746-5828
FAX: (705) 746-9693
E-MAIL: ghccpa@vlanet.co
WEBSITE: www.ghccpa.ca

Independent Auditors' Report

**To the Directors of
Parry Sound Area Community Business & Development Centre Inc.**

Qualified Opinion

We have audited the accompanying financial statements of Parry Sound Area Community Business & Development Centre Inc. (the "entity"), which comprise the statement of financial position as at September 30, 2022 and the statements of operations, changes in fund balances and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the accompanying financial statements present fairly, in all material respects, the financial position of the entity as at September 30, 2022, and its financial performance and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Qualified Opinion

Loans and mortgage receivables have been recorded at amortized cost at inception as market value was not determined. We were unable to determine the adjustment to fair market value that would be necessary. Therefore, we were not able to determine whether any adjustments might be necessary to excess of revenue over expenses, and cash flows from operation for the years ended September 30, 2022 and September 30, 2021, current assets as at September 30, 2022 and September 30, 2021, and net assets as at October 1 and September 30 for both years. Our audit opinion on the financial statements for the year ended September 30, 2022 was modified accordingly because of the possible effects of this limitation in scope.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- * Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- * Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- * Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- * Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the entity to cease to continue as a going concern.
- * Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Parry Sound, Ontario
December 19, 2022

Chartered Professional Accountants
Licensed Public Accountants

**Parry Sound Area Community Business & Development Centre Inc.
Statement of Financial Position**

<i>September 30</i>	<i>General Fund</i>	<i>Investment Fund</i>	<i>Project Fund</i>	<i>CiINO Fund</i>	2022	2021
Assets						
Current						
Cash	\$ 149,083	\$ -	\$ -	\$ -	\$ 149,083	\$ 106,104
Other receivables (Note 4)	13,225	-	-	-	13,225	6,688
	<u>162,308</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>162,308</u>	<u>112,792</u>
Capital assets (Note 3)	<u>2,909</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,909</u>	<u>6,153</u>
Restricted						
Cash	-	4,375,212	17,484	-	4,392,696	4,620,338
Other receivables (Note 4)	-	2,181	224	-	2,405	1,135
Interfund balances (Note 11)	-	-	-	-	-	21,858
Interfund balance - long-term (Note 11)	-	-	-	-	-	6,000
Loans and mortgages receivable (Note 6)	-	6,870,652	-	-	6,870,652	5,766,022
	<u>-</u>	<u>11,248,045</u>	<u>17,708</u>	<u>-</u>	<u>11,265,753</u>	<u>10,415,353</u>
Total Assets	<u>\$ 165,217</u>	<u>\$ 11,248,045</u>	<u>\$ 17,708</u>	<u>\$ -</u>	<u>\$ 11,430,970</u>	<u>\$ 10,534,298</u>

**Parry Sound Area Community Business & Development Centre Inc.
Statement of Financial Position**

September 30	General Fund	Investment Fund	Project Fund	CiINO Fund	2022	2021
Liabilities and Fund Balances						
Current						
Accounts payable and accrued liabilities (Note 7)	\$ 4,340	\$ 7,276	\$ 520	\$ -	\$ 12,136	\$ 17,475
Interfund balances (Note 11)	-	-	-	-	-	21,858
Interfund balance - long-term (Note 11)	-	-	-	-	-	6,000
	<u>4,340</u>	<u>7,276</u>	<u>520</u>	<u>-</u>	<u>12,136</u>	<u>45,333</u>
Deferred revenue						
Deferred operating contributions (Note 8)	-	-	718	-	718	54,482
Commitments and contingencies (Note 10)						
Fund Balances						
External restrictions	132,343	11,240,769	-	-	11,373,112	10,392,436
Internal restrictions	-	-	16,470	-	16,470	15,443
Unrestricted	28,534	-	-	-	28,534	26,604
	<u>160,877</u>	<u>11,240,769</u>	<u>16,470</u>	<u>-</u>	<u>11,418,116</u>	<u>10,434,483</u>
Total Liabilities and Fund Balances	\$ 165,217	\$ 11,248,045	\$ 17,708	\$ -	\$ 11,430,970	\$ 10,534,298

**Parry Sound Area Community Business & Development Centre Inc.
Statement of Operations and Changes in Fund Balances**

	<i>General Fund</i>	<i>Investment Fund</i>	<i>Project Fund</i>	<i>CIINO Fund</i>	2022	2021
For the year ended September 30						
Revenues						
Industry Canada - FedNor						
- Operating funds - current year	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
- Special funding	-	-	-	-	-	2,477,715
Government and other grants (Note 12)	14,100	-	-	-	14,100	21,514
Investment income	5,625	98,466	1,795	-	105,886	60,809
Loan interest income	-	409,933	-	-	409,933	235,177
Other income	500	-	-	-	500	500
	320,225	508,399	1,795	-	830,419	3,095,715
Expenses						
Amortization	3,244	-	-	-	3,244	3,244
Loan loss provision (recovery)	-	(618,766)	-	-	(618,766)	1,448,720
Loan forgiveness - COVID 19	-	90,000	-	-	90,000	80,000
Salaries and benefits (<i>see schedule</i>)	294,268	-	-	-	294,268	285,792
Occupancy and equip. (<i>see schedule</i>)	29,328	-	-	-	29,328	29,321
Director's expenses	1,820	-	-	-	1,820	2,223
Community development (<i>see schedule</i>)	184	-	248	-	432	956
Administration (<i>see schedule</i>)	36,934	9,006	520	-	46,460	50,662
	365,778	(519,760)	768	-	(153,214)	1,900,918
Excess of Revenue (Deficiency) over Expenses	(45,553)	1,028,159	1,027	-	983,633	1,194,797
Fund Balances						
Beginning of year	26,604	10,392,436	15,443	-	10,434,483	9,239,686
Interfund transfers (Note 11)	179,826	(179,826)	-	-	-	-
End of year	\$ 160,877	\$ 11,240,769	\$ 16,470	\$ -	\$ 11,418,116	\$ 10,434,483

**Parry Sound Area Community Business & Development Centre Inc.
Schedule of Expenditures**

For the year ended September 30	General Fund	Investment Fund	Project Fund	CiiNO Fund	2022	2021
Salaries and Benefits						
Salaries	\$ 220,293	\$ -	\$ -	\$ -	\$ 220,293	\$ 224,271
Benefits	38,475	-	-	-	38,475	45,921
Intern - wages & benefits	-	-	-	-	-	15,600
RRRF wages	35,500	-	-	-	35,500	-
	\$ 294,268	\$ -	\$ -	\$ -	\$ 294,268	\$ 285,792
Occupancy & Equipment						
Insurance	\$ 6,411	\$ -	\$ -	\$ -	\$ 6,411	\$ 5,736
Rent (net of recovery)	18,117	-	-	-	18,117	17,824
Telephone, fax, internet & IT	4,800	-	-	-	4,800	5,761
	\$ 29,328	\$ -	\$ -	\$ -	\$ 29,328	\$ 29,321
Community Development & Other						
Projects						
Projects	184	-	-	-	184	708
Women's Network	-	-	248	-	248	248
	\$ 184	\$ -	\$ 248	\$ -	\$ 432	\$ 956

**Parry Sound Area Community Business & Development Centre Inc.
Schedule of Expenditures**

For the year ended September 30	<i>General Fund</i>	<i>Investment Fund</i>	<i>Project Fund</i>	<i>CiINO Fund</i>	2022	2021
Administration						
Advertising and promotion	\$ 98	\$ -	\$ -	\$ -	\$ 98	\$ 3,490
Conventions, subscriptions, fees & dues	5,688	-	-	-	5,688	3,083
Employee training	883	-	-	-	883	383
Meetings	303	-	-	-	303	286
Office supplies and general	6,530	-	-	-	6,530	10,914
Postage	260	-	-	-	260	486
Professional fees	4,629	9,006	520	-	14,155	11,636
Staff travel and expenses	1,458	-	-	-	1,458	2,235
Special operations expenses	4,928	-	-	-	4,928	18,149
RRRF administration expenses	12,157	-	-	-	12,157	-
	\$ 36,934	\$ 9,006	\$ 520	\$ -	\$ 46,460	\$ 50,662

**Parry Sound Area Community Business & Development Centre Inc.
Statement of Cash Flows**

	General Fund	Investment Fund	Project Fund	CiINO Fund	2022	2021
For the year ended September 30						
Cash provided by (used in)						
Operating activities						
Revenue in excess of expenditures	\$ (45,553)	\$ 1,028,159	\$ 1,027	\$ -	\$ 983,633	\$ 1,194,797
Interfund transfer	179,826	(179,826)	-	-	-	-
Items not involving cash						
Amortization of capital assets	3,244	-	-	-	3,244	3,244
Loan loss provision	-	(618,766)	-	-	(618,766)	1,448,720
Changes in non-cash working capital balances						
Contributions receivable	-	-	-	-	-	14,170
Other receivables	(6,537)	(1,204)	(66)	-	(7,807)	7,157
Interfund balances	(27,858)	27,858	-	-	-	-
Accounts payable and accruals	(6,379)	1,040	-	-	(5,339)	(2,423)
	<u>96,743</u>	<u>257,261</u>	<u>961</u>	<u>-</u>	<u>354,965</u>	<u>2,665,665</u>
Investing activities						
Loans and mortgages advances	-	(1,633,201)	-	-	(1,633,201)	(3,638,509)
Loans and mortgages repaid	-	1,147,337	-	-	1,147,337	1,834,763
	<u>-</u>	<u>(485,864)</u>	<u>-</u>	<u>-</u>	<u>(485,864)</u>	<u>(1,803,746)</u>
Financing activities						
Deferred operating contributions	(53,764)	-	-	-	(53,764)	(99,085)
	<u>(53,764)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(53,764)</u>	<u>(99,085)</u>
Increase (decrease) in cash during the year	42,979	(228,603)	961	-	(184,663)	762,834
Cash, beginning of year	106,104	4,603,815	16,523	-	4,726,442	3,963,608
Cash, end of year	\$ 149,083	\$ 4,375,212	\$ 17,484	\$ -	\$ 4,541,779	\$ 4,726,442
Represented by						
Unrestricted cash (bank indebtedness)	\$ 149,083	\$ -	\$ -	\$ -	\$ 149,083	\$ 106,104
Restricted cash	-	4,375,212	17,484	-	4,392,696	4,620,338
	<u>\$ 149,083</u>	<u>\$ 4,375,212</u>	<u>\$ 17,484</u>	<u>\$ -</u>	<u>\$ 4,541,779</u>	<u>\$ 4,726,442</u>

**Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements**

September 30, 2022

1. The Corporation

The Corporation is incorporated without share capital under the laws of Ontario as a not-for-profit organization with the principal purpose to encourage job creation in the Parry Sound Area. If the corporation were to dissolve and after the payments of all debts, the remaining assets of the corporation would be distributed or disposed of to another organization with similar goals and objectives as approved by Industry Canada. The Corporation is exempt from Income Taxes under the Income Tax Act of Canada.

2. Significant Accounting Policies

a) Basis of Accounting

Fund accounting

The Corporation follows the restricted fund method of accounting for contributions.

The General Fund accounts for the Corporation's program delivery and administrative activities. This fund reports unrestricted resources and restricted operating contributions.

The Community Futures Investment Fund was established to provide financing for new and existing enterprises in order to protect or create new jobs. The contributions to the Investment Fund are externally restricted for use in achieving those objectives.

The CiiNO Fund (Community Investment Initiative for Northern Ontario) includes externally restricted contributions to carry out this program.

The Project Fund includes externally restricted contributions for miscellaneous projects carried out by the Corporation.

b) Cash and Cash Equivalents The Corporation's policy is to present bank balances and term deposits with a maturity period of three months or less from the date of acquisition under cash and cash equivalents.

c) Contributions Receivable Contributions receivable are recognized as an asset when the amounts to be received can be reasonably estimated and ultimate collection is reasonably assured.

**Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements**

September 30, 2022

d) Capital Assets

Capital assets are recorded at cost. Amortization is based on the estimated useful life of the asset and is provided at the following rates and methods. They are also tested for impairment.

Furniture and equipment - 10 years straight line method
Computer equipment - 4 years straight line method
Leasehold improvements - 10 years straight line

A capital asset is written off as an expense in the year of acquisition if the acquisition is less than \$1,000.

e) Revenue Recognition

The Corporation follows the restricted fund method whereby restricted contributions for the corresponding restricted fund are recognized as revenue of that fund in the current period. Operating Contributions and other restricted contributions are recognized in the general fund in accordance with the deferral method. All other unrestricted contributions are recognized as revenue of the general fund in the current period.

Operating Contributions from Industry Canada/FedNor are recognized as revenue of the General Fund in the year of receipt except for the following:

- i) Contributions relating to capital assets are credited to deferred capital contributions and recognized as revenue on the same basis as amortization on the related asset is charged against operations.
- ii) Contributions relating to approved expenditures not yet incurred are credited to deferred operating contributions only if costs are to be incurred within a multi-year operating agreement and the deferral has been approved by IC/FedNor.
- iii) Unexpended funds at the end of the year from contributions by IC/FedNor to the General Fund reduce contribution revenue and are reported as amounts due to IC/FedNor. Over expenditures may not be reimbursed by Industry Canada.
- iv) Unused funds from unrestricted revenues can be retained if approval to retain has been received by FedNor; otherwise unrestricted revenues reduce contribution revenue and are reported as amounts due to IC/FedNor.

Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements

September 30, 2022

Interest revenue on short-term investments, loans and mortgages receivable and dividends from preferred shares are recognized on the accrual basis. The Corporation accrues interest on loans and mortgages in arrears until collection becomes doubtful.

Other revenue is recorded in income when earned and measurable.

Private sector contributions are recorded in the period received except for when they relate to upcoming expenditures.

f) Contributed Services

Volunteers contribute time to the Board of Directors and various sub-committees. Because of the difficulty of determining their fair value, contributed services are not recognized in the financial statements.

g) Financial Instruments

Measurement of financial instruments

The entity initially measures its financial assets and financial liabilities at fair value.

The Corporation subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, accounts receivable, and loans and mortgages receivable.

Financial liabilities measured at amortized cost include accounts payable and deferred contributions.

Impairment

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of the write-down is recognized in net income. The previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income.

Transaction costs

Transaction costs related to financial assets measured at fair value are expensed as incurred. Transaction costs related to other financial assets and financial liabilities are included or deducted in the initial measurement of the asset or liability.

The entity recognizes its transaction costs in net income in the period incurred. However, financial instruments that will not be subsequently measured at fair value are adjusted by the transaction costs that are directly attributable to their origination, issuance or assumption.

Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements

September 30, 2022

h) Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the reporting date, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates. These estimates are reviewed periodically and adjustments made as appropriate, in the statement of operations in the year they become known.

3. Capital Assets

			2022			2021
	Cost	Accumulated Amortization	Net Book Value		Net Book Value	
General Fund						
Furniture and fixtures	\$ 32,508	\$ 30,974	\$ 1,534	\$	1,754	
Computer equipment	96,132	94,757	1,375		4,399	
Leasehold improvements	16,928	16,928	-		-	
	\$ 145,568	\$ 142,659	\$ 2,909	\$	6,153	

4. Other Receivables

			2022			2021
Trade			\$ -	\$	1,000	
HST recoverable			13,638		6,823	
Other			1,992		-	
			\$ 15,630	\$	7,823	

The carrying value of accounts receivable approximates their fair value due to the short maturity of the instruments and the fact that they are subject to normal credit terms.

5. Economic Dependence

Approximately 36% of the Corporation's revenue for the year ended September 30, 2022 (2021 - 90%) is received from Industry Canada - FedNor. The Corporation is dependent on annual contributions from Industry Canada/FedNor in order to finance its general fund operations. Should these contributions cease, the Corporation would be unable to continue its operations.

**Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements**

September 30, 2022

6. Loans and Mortgages Receivable

The loans and mortgages receivable bear various interest rates from 4.50% to 8.50% and are generally fixed for terms of up to three years with amortization periods from one to fifteen years (shorter terms and longer amortization periods are occasionally approved by board of directors).

	Access to capital loans			2022	2021
	Loans	Host	Non-host		
Principal	\$ 7,954,855	\$ 1,376,327	\$ 1,148,234	\$ 10,479,416	\$ 10,078,175
Interest	11,924	-	35,420	47,344	16,350
	7,966,779	1,376,327	1,183,654	10,526,760	10,094,525
Allowance	3,317,076	109,155	229,877	3,656,108	4,328,503
	\$ 4,649,703	\$ 1,267,172	\$ 953,777	\$ 6,870,652	\$ 5,766,022

The activity for the year of the principal loan balance is as follows:

Beginning	\$ 8,283,258	\$ 585,482	\$ 1,225,785	\$ 10,094,525	\$ 8,338,621
Loans					
- advanced	533,000	900,000	200,201	1,633,201	3,638,509
- repaid	(843,479)	(109,155)	(194,703)	(1,147,337)	(1,834,763)
- written off	(6,000)	-	(49,829)	(55,829)	(49,329)
- recovery	-	-	2,200	2,200	1,487
Ending	\$ 7,966,779	\$ 1,376,327	\$ 1,183,654	\$ 10,526,760	\$ 10,094,525

The activity for the year in the Allowance for Doubtful Loans account is as follows:

Beginning	\$ 3,851,607	\$ 74,828	\$ 402,068	\$ 4,328,503	\$ 2,927,625
Loans					
- written off	(6,000)	-	(49,829)	(55,829)	(49,329)
- recovery	-	-	2,200	2,200	1,487
- provision	(528,531)	34,327	(124,562)	(618,766)	1,448,720
Ending	\$ 3,317,076	\$ 109,155	\$ 229,877	\$ 3,656,108	\$ 4,328,503

The Corporation determines the Allowance for Doubtful Loans by reviewing outstanding loans on a loan-by-loan basis plus the use of an estimated percentage based on past experience for all loans for which no specific provision has been established.

The Corporation's contract with FedNor enables them to provide loans up to \$300,000.

Access to capital loans are provided by the North East Network consisting of fifteen Community Futures Development Corporations (CFDC). The originating CFDC provides the first \$300,000 and the remaining fourteen Centres provide their share of the remaining amount up to a total of \$750,000 per loan. (Increasing April 1, 2021 from \$150,000 and 650,000.)

**Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements**

September 30, 2022

7. Accounts Payable and Accrued Liabilities

	2022	2021
Trade accounts payable	\$ 183	\$ -
Wage accrual	-	6,698
Government remittances	-	(137)
Accrued liabilities	11,953	10,914
	\$ 12,136	\$ 17,475

The carrying value of other liabilities approximates fair value because of the short maturity of these instruments and because they are subject to normal credit terms.

8. Deferred Operating Contributions

	2022	2021
General Fund		
Industry Canada - FedNor		
- General Operating Contract	\$ -	\$ 53,764
Project Fund		
Parry Sound Area Community Business & Development Centre		
- Youth Camp	718	718
	\$ 718	\$ 54,482

9. Comparative Figures

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year's financial statements.

Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements

September 30, 2022

10. Commitments and Contingencies

Commitment

The Corporation has entered into an operating lease for the rental of its office premises. Future rental payments on this lease amount to \$17,000 plus H.S.T. per year.

Contributions

The Corporation receives contributions for its operations from Industry Canada. Pursuant to the related agreements, if the corporation does not meet established objectives, Industry Canada is entitled to seek refunds. Should any amounts become refundable, the refunds would be charged to operations in the period in which the refund is determined to be payable.

As a result of the global pandemic COVID 19, the Corporation received additional FedNor funding to provide emergency business loans.

11. Interfund Transfer

Interfund balance

Funds were temporarily borrowed from the investment fund to help with cash flow. Per FedNor agreement the balance is to be repaid over 10 years.

In 2019/20, FedNor approved a transfer of \$100,000 from the investment fund to the operating fund to cover special costs related to COVID 19.

In 2020/21, \$41,557 was transferred from the investment fund to the operating fund to cover management transition costs. As well, \$1,234 was repaid from the 2019/20 amount as it was not spent. This resulted in the net transfer of \$40,323.

In 2021/22, \$180,000 was transferred from the investment fund to the operating fund to cover RRRF costs. As well, \$174 was repaid from the 2020/21 amount as it was not spent. This resulted in a net transfer of \$179,826.

Interfund balance - long-term

The funds to loan to the GBCTA were borrowed from the investment fund. Per FedNor agreement, \$60,000 is to be repaid to the investment fund over 10 years. At year-end, \$6,000 was repaid to the investment fund by the general fund to reduce the loan to \$nil (2021 - \$6,000).

**Parry Sound Area Community Business & Development Centre Inc.
Notes to Financial Statements**

September 30, 2022

12. Government and Other Grants

	2022	2021
General Fund		
Municipal contributions		
Town of Parry Sound	\$ -	\$ 2,002
Seguin Township	4,000	-
Township of the Archipelago	2,000	2,000
Municipality of McDougall	6,000	-
Municipality of Whitestone	1,100	1,100
Municipality of Magnetawan	1,000	1,000
	14,100	6,102
NOHFC - Intern	-	15,412
	\$ 14,100	\$ 21,514

13. Financial Assets and Financial Liabilities

Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations associated with financial liabilities. Cash flow from operations provides a substantial portion of the Corporation's cash requirements.

Credit risk

The Corporation is exposed to credit risk in the event of non-performance by counterparties in connection with its accounts receivable, secured loans and mortgages receivable and investments. Accounts receivable arise primarily from government funding agreements. The maximum exposure to credit risk is the carrying value of accounts receivable, loans and mortgages receivable and investments on the balance sheet.

Interest rate risk

The Corporation's interest-bearing assets and liabilities include loans and mortgages receivable.

Laura Brandt

From: Magnetawan Agricultural Society <magnetawanfair@gmail.com>
Sent: March 3, 2023 2:12 PM
To: Laura Brandt
Subject: Magnetawan Fall Fair - September 2, 2023 - Invitation

Good Afternoon ,

We would like to take this opportunity to invite Mayor Dunnett and councillors Bill Bishop, Brad Kneller, John Hetherington, and Jon Hind to attend the opening ceremonies of the Fall Fair on September 2, 2023.

As we have had in the past, and hope to for the Fall Fair in September 2023 , we have invited the Parry Sound Cruisers to attend and they have been gracious about supplying a car for the Dignitaries to ride in . We have also invited both MPP- Graydon Smith and MP Scott Aitchison along with our local District 11 President to attend the opening ceremonies as well.

Thank you in advance for your consideration and your support ,

Sincerely,
Leah Toth and Lila Taylor
Secretaries , Magnetawan Agricultural Society

Laura Brandt

From: Beth Morton <beth.morton@townshipofperry.ca>
Sent: March 8, 2023 4:27 PM
Subject: Save the Date - District of Parry Sound Municipal Association Meeting - Friday, May 5, 2023
Attachments: Registration Form DPSMA Spring 2023.pdf

Good afternoon:

We are pleased to advise that the District of Parry Sound Municipal Association Meeting will be held on Friday, May 5, 2023 hosted by the Township of McMurrich/Monteith at the Sprucedale Community Centre, 31 William Street, Sprucedale, Ontario.

I am currently working on the Agenda and will forward it through once I have finalized all of the presenters/speakers for the day.

Please encourage your Council and Staff to attend the upcoming meeting, and we also look forward to attendance from all of the Ministry and Agency representatives.

Take care,

Beth Morton, Clerk-Administrator



Township of Perry | 1695 Emsdale Road
Emsdale ON | (705)636-5941
www.townshipofperry.ca

The Municipal Office is open to the public Monday to Friday from 8:30 am to 4:30 pm. **If you wish to discuss a planning application, kindly email me or call 705-636-5941 to schedule an appointment.** We also are continuing to provide services online, by telephone, and by email. You can also visit our website www.townshipofperry.ca for more information.

Disclaimer: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this email by persons or entities other than the addressee is prohibited. If you have received this email in error, please contact the sender immediately and delete the material from any computer.



District of Parry Sound Municipal Association
c/o Township of Perry, 1695 Emsdale Road,
Emsdale, ON

2023 Spring Meeting

The Spring Meeting of the District of Parry Sound Municipal Association will be held on Friday, May 5, 2023 hosted by the Township of McMurrich/Monteith. The location of the meeting is at the Sprucedale Community Centre, 31 William Street, Sprucedale, Ontario.

Registration/coffee begins at 8:15 am with the Meeting starting at 9:00 am.

The cost is **\$30.00** per person and includes lunch and refreshment breaks.

Please make cheques payable to the District of Parry Sound Municipal Association and forward c/o the Township of Perry, PO Box 70, Emsdale, ON POA 1J0.

_____ will be sending (Name of Municipality/Organization)

_____ delegates @ \$30.00 each, for a total of _____.

The following delegates will be attending:

Please confirm attendance on or by Monday, April 17, 2023, so that catering arrangements can be finalized.

Registration can be made by fax to 705-636-5759, by phone at 705-636-5941 or by e-mail to beth.morton@townshipofperry.ca, with payment to follow by mail. **Payment is expected for all delegates registered, regardless if they attend, as meal payment is based on the registration.**

Thank you, Beth Morton

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2023-**

**A BY-LAW TO GOVERN THE PROCEEDINGS OF COUNCIL AND ITS COMMITTEES -
COMMONLY KNOWN AS THE PROCEDURE BY-LAW**

WHEREAS Section 238 (2) of the *Municipal Act, 2001*, S.O. 2001, c 25, as amended, requires that every municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings and the public notice of meetings;

AND WHEREAS Section 238 (3.3) of the *Act* was amended March 19, 2020 to provide that, during emergencies declared locally or provincially under the *Emergency Management and Civil Protection Act*, members of councils, local boards and Committees who participate electronically in open and closed meetings may be counted for purposes of quorum;

AND WHEREAS Council deems it expedient to pass such a by-law;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. DEFINITIONS

CAO - the Chief Administrative Officer of the Corporation of the Municipality of Magnetawan.

Clerk - the Clerk of the Corporation of the Municipality of Magnetawan.

Closed Meeting - a meeting of Council or other Committee to which public access is restricted.

Confirmatory By-law - a by-law of Council that adopts all resolutions passed at a Council meeting.

Committee - an advisory group created by, and members appointed by Council, which may or may not have a member of Council appointed.

Council - the elected and sworn members of the Council of the Corporation of the Municipality of Magnetawan.

Deputation - an address to Council or Committee at the request of a person wishing to speak on a specific item.

Head of Council - the Mayor or in cases of a Committee - the Chair.

Member - an elected and/or appointed representative of Council or a Committee acting in their elected and/or appointed position.

Point of Order - a question by a Council member with the view to calling attention to any issue relating to the Procedure By-Law or the conduct of Council's business or in order to assist the member in understanding Council's procedures, making an appropriate motion or understanding the effect of a motion.

Point of Privilege or Personal Privilege - a question by a member who believes that another member has spoken disrespectfully towards that member or another member or who considers that his or her integrity or that of a member or Municipal official has

been impugned or questioned by a member.

Quorum - a majority of members of Council or Committee.

Recorded Vote - the recording in the minutes of the names and vote of every member present on any motion.

Resolution – the decision of Council on any motion.

2. **ROLE OF COUNCIL**

As outlined in *the Municipal Act, 2001*, Section 224, it is the role of Council:

- 2.1 to represent the public and to consider the well-being and interests of the Municipality,
- 2.2 to develop and evaluate the policies and programs of the Municipality;
- 2.3 to determine which services the Municipality provides;
- 2.4 to ensure that administrative policies, practices and procedures are in place to implement the decisions of Council;
- 2.5 to ensure the accountability and transparency of the Municipality, including the activities of the senior management of the Municipality;
- 2.6 to maintain the financial integrity of the Municipality; and
- 2.7 to carry out the duties of Council under the *Municipal Act* or any other Act.

3. **MEETINGS OF COUNCIL**

- 3.1 **Regular Council Meeting** - Regular meetings of Council shall be held every three (3) weeks on a Wednesday alternating at 1:00 pm and 6:00 pm, at Council's discretion or on any other day as may be determined by Council resolution.
- 3.2 Council meetings shall be held in the Community Centre, 4304 Highway 520, Magnetawan. Alternate locations may be considered with a Council resolution and appropriate public notice.
- 3.3 Notice of meetings shall be posted on the Municipal website. A meeting of Council may be cancelled or changed by Council resolution, with appropriate public notice to be provided as soon as possible. When a regular meeting of Council is cancelled or changed, the Clerk shall give notice at least seven (7) days in advance by posting on the website and, if possible, by publication in a local newspaper.
- 3.4 **Special Meeting of Council** - Any Member of Council may call a special meeting, with twenty-four (24) hours notice if possible, through the Clerk's office. Public notice shall be given on the municipal website as soon as possible and by any other method that is possible within the time frame. The only item(s) of business to be dealt with at a special meeting is that which is listed in the notice of the meeting.

- 3.5 **Inaugural Meeting** - The inaugural meeting of Council shall take place in accordance with the *Municipal Elections Act*.
- 3.6 **Closed Meeting** - All meetings of Council and all meetings of any Committee of Council shall be open to the public, except if the subject matter being considered is permitted by the *Municipal Act*, to be discussed in closed session. Before holding a meeting or part of a meeting that is to be closed to the public, Council shall state by resolution the fact of holding a closed meeting and the general nature of the matter to be discussed at the closed meeting.
- 3.7 **Electronic Participation:** Committee meetings may offer electronic participation, at the discretion of the Chair, in accordance with the *Municipal Act*. Council may offer electronic participation for a Council meeting during an emergency declared by either the Provincial Government, the Municipal Head of Council (or appointed designate), under the *Emergency Management and Civil Protection Act*, in accordance with the *Municipal Act*. Members participating electronically will be counted towards quorum. Members may fully participate and vote in both open and closed meetings. Members of the public may participate electronically in open meetings, as the chosen technology permits.

4. DUTIES OF THE HEAD OF COUNCIL

The Head of Council shall:

- 4.1 open the meeting of Council by taking the chair and calling the meeting to order;
- 4.2 announce the business before the Council in the order in which it is to be considered;
- 4.3 receive and submit, in the proper manner, all motions presented by the members of Council;
- 4.4 put to vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings and to announce the result;
- 4.5 decline to put to vote motions which are counter to the procedure by-law;
- 4.6 ensure that members follow the procedure by-law when engaged in debate;
- 4.7 be permitted to participate in any debate without leaving the chair;
- 4.8 enforce on all occasions the observance of order and decorum among the members and those present as observers;
- 4.9 if quorum agrees, Council may direct questions to the public during the meeting only if no disruption results to the decorum of the meeting;
- 4.10 call by name, any member or person who persists in breaching the procedure by-

law of the Council, ordering him/her to vacate the Council chamber;

4.11 adjourn the meeting when the business is concluded; or adjourn the meeting without question put, in the case of serious disorder arising in the Council chamber;

4.12 authenticate by signature, all by-laws, resolutions, and minutes of Council.

5. ABSENCE OF HEAD OF COUNCIL

5.1 If the Mayor is absent from the meeting, the Deputy Mayor shall assume the role of Head of Council, with all the rights, powers and authority. The acting Head of Council shall preside during the meeting or until the Mayor arrives. In the absence of the Mayor and the Deputy Mayor, the remaining members shall appoint by resolution, another member as acting Head of Council.

6. CONDUCT OF MEMBERS AND THOSE PRESENT

No member of Council or other person present shall:

6.1 speak disrespectfully or make allegations concerning another member of Council, staff or the public;

6.2 use offensive words or unparliamentary language;

6.3 disturb Council or other person(s) by using disorderly conduct that is disconcerting including calling out questions or addressing Council without permission;

6.4 criticize any decision of Council, except by a Member of Council for the purpose of moving that the question be reconsidered.

7. QUORUM

7.1 A majority of Council members present shall constitute a quorum.

7.2 If no quorum is present thirty (30) minutes after the time appointed for the meeting, the Clerk shall record the names of the members present and the meeting shall be adjourned until the date of the next regular meeting or until a special meeting is called.

8. REGULAR COUNCIL AGENDA

8.1 The Clerk shall prepare a Council agenda with the following items in an order deemed fit:

Opening Remarks/Announcements
Approval of Agenda
Disclosure of Pecuniary Interest
Minutes of Previous Meetings
Municipal Boards and Committees Minutes
Deputations and Presentations
Staff Reports, Motions and Discussion
By-laws
Correspondence Future Items
Accounts
Closed Session (if required)
Confirmatory By-law
Adjournment

8.2 The business of the Council shall in all cases be considered in the order as shown in the agenda unless otherwise agreed upon by members.

8.3 Any item which is not on the agenda as set but has been determined by the Clerk to be of a nature which requires attention prior to the next scheduled meeting, the item may be added by addendum at the discretion of the Clerk.

8.4 Any items brought forward as a time-sensitive issue by other means shall require a majority vote of the members present to be added to the agenda.

8.5 All items not included in the agenda package and presented as an 'on desk item' will be included in the posted agenda.

8.6 **Regular Council Agenda** – Agendas will be available for Council pick-up by 3:00 pm on the Friday preceding a regular meeting of Council and available online for public view by 3:00 pm on the Monday preceding a regular meeting of Council.

9. DISCLOSURES OF PECUNIARY INTEREST (CONFLICT OF INTEREST)

9.1 Where a Member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council or Committee which the matter is the subject of consideration, the Member, shall govern themselves in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 and shall:

- i. determine whether they may have a direct or indirect pecuniary interest and to disclose the nature thereof;
- ii. prior to any consideration of the matter at the meeting, disclose the interest verbally at the meeting and then in writing, in a form provided, to the Clerk, the general nature thereof;
- iii. not take part in the discussion of, nor vote on any question in respect of

the matter;

- iv. not attempt in any way whether before, during or after the meeting to influence the voting on the matter;
- v. where a meeting is open to the public, the Member shall, in addition to complying with the requirements of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or part of the meeting during which the matter is under consideration;
- vi. where a meeting is not open to the public, the Member shall, in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or the part of the meeting during which the matter is under consideration;
- vii. where the interest of a Member has not been disclosed by reason of the Member's absence from a particular meeting, the Member shall disclose the Member's interest and otherwise comply at the first meeting of the Council or Committee, as the case may be, attended by the Member after the particular meeting.

9.2 Every declaration of interest and the general nature thereof, shall where the meeting is open to the public, be recorded in the minutes of the meeting by the Clerk of the Municipality or secretary of the Committee, as the case may be;

9.3 Every declaration of interest made, but not the general nature of that interest, shall, where the meeting is not open to the public, be recorded in the minutes of the next meeting that is open to the public;

9.4 Where the number of members who, by reason of the Provisions of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 Act, are disabled from participating in a meeting is such that at that meeting the remaining members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two.

10. MINUTES

Minutes shall be recorded by the Clerk, or designate, and shall contain the following:

10.1 the date, time and place of meeting;

10.2 the names of members and staff present;

10.3 the adoption and any corrections of the minutes of prior meetings;

10.4 proceedings of the meeting which will include motions, resolutions, decisions and directions, without note or comment.

11. DEPUTATIONS AND PRESENTATIONS

- 11.1 Persons who wish to make a presentation to Council on matters may request in writing providing an outline of the nature of the deputation by 12:00 noon on the Wednesday prior to the next regular meeting, that the Clerk place their name and the topic on the agenda as a deputation or presentation.
- 11.2 The Clerk, at his/her discretion will determine the eligibility, date and time of the deputation.
- 11.3 The Clerk may approve a deputation to Council with less notice than required in this section.
- 11.4 Deputations shall be limited in speaking to not more than ten (10) minutes.
- 11.5 A member of Council may ask questions only for the purpose of obtaining information relating to the matter under discussion and such questions must be stated concisely.
- 11.6 After Council has rendered a decision on the issue and written notification of that decision has been given, Council will not consider that issue again within six (6) months. An exception may be granted at the discretion of the Clerk, if substantially new and/or substantially significant information is provided.
- 11.7 The Clerk may limit the number of deputations heard at any meeting.
- 11.8 Any person giving a deputation or presentation shall not:
 1. speak disrespectfully of any person;
 2. use offensive words;
 3. speak on any subject other than the subject for which he or she has received approval to address Council or Committee;
 4. disobey the rules of procedure or a decision of the Chair or Council.

12. CORRESPONDENCE

- 12.1 All correspondence, including petitions to be presented to the Council, shall be legibly written, or printed and shall not contain any improper language and shall be signed by at least one person, filed with the Clerk, and should include an address and telephone number.
- 12.2 All correspondence shall be delivered to the Clerk during regular office hours, by 12:00 noon on the Wednesday prior to the next regular meeting of Council, so that the item may be included in the agenda circulated to members.

13. MOTIONS

- 13.1 **Voting on Motions** - Motions shall be in writing, showing the signature of the member who moved the motion and the member who seconded the motion.

When a motion is moved and seconded, it shall be read or stated by the Head of

Council before debate.

A motion to call the vote, by the Chair shall preclude all further amendments of the question. A motion to the Chair to call the vote by a Member other than the Chair, requires consent of the majority of members.

After a motion is called to vote by the Chair, no Member shall speak to the question, nor shall any other motion be made until after the vote is taken and the result has been declared

When the Head of Council calls for a vote on a question, each member shall occupy his/her seat and shall remain in his/her place until the result of the vote has been declared by the Head of Council.

Immediately preceding the vote, the Head of Council shall state the question in the precise form in which it will be recorded in the minutes.

The manner of determining the decision of Council on a motion shall be at the discretion of the Head of Council and may be by show of hands, verbal, standing, or any other method.

- 13.2 **Recorded Vote** - If a member present at a Council or Committee meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.
- 13.3 Any resolution shall require a majority of votes in order to be valid and binding on the Council. If there is an equality of votes, the vote shall be deemed to be lost. A failure to vote by a member who is present at the meeting and who is qualified to vote, shall be deemed to be a negative vote.
- 13.4 **Notice of Motion** - When a member provides the Clerk with written notice of any motion, the matter shall be included on the agenda for the next regular meeting of Council.
- 13.5 **Motion to Reconsider** – A motion to reconsider shall not be made during the same meeting of Council at which the original determination was taken. If a decision has not been substantially acted upon, a Member of Council who voted on the prevailing side may at any time within six months of the original decision, introduce a motion to reconsider a previous decision.

14. READING OF BY-LAWS

- 14.1 Every by-law shall be introduced upon motion by a member of Council specifying the title of the by-law.
- 14.2 Every by-law shall be typed and contain no blanks except as required to conform to accepted procedure or to comply with provisions of any act.

- 14.3 Every by-law shall have three (3) readings prior to being passed. If Council so determines, a by-law may be taken as read three (3) times.
- 14.4 Every by-law enacted by the Council shall be numbered and dated, signed by the Clerk and the Mayor, sealed with the corporate seal, and filed in the Municipal Vault.
- 14.5 No by-law except a by-law to confirm the proceedings of Council shall be presented to Council unless the subject matter has been considered and approved by Council.

15. CONFIRMATORY BY-LAW

As the last item of business before adjournment, Council shall consider a confirmatory by-law to adopt, ratify and confirm all actions of Council at that meeting and to authorize the Mayor and municipal officers to take action as directed.

16. MISCELLANEOUS

- 16.1 **New Business** - Any matter arising from a deputation or presentation will be considered at a future Council meeting. However, a matter may be considered by Council during this time if sufficient information is available and time permits.
- 16.2 **Curfew** - No item of business shall be considered at a Council meeting after 10:00 p.m. unless approved unanimously by resolution.
- 16.3 **Electronic Recording Devices** - Electronic recording devices shall not be permitted in the Council Chambers, unless approved by the Head of Council.

17. SUSPENSION OF RULES

Any procedure required by this by-law may be suspended with consent of a majority of the members of Council present.

18. AMENDMENT

- 18.1 No amendment or repeal of this by-law or any part shall be considered at any meeting of Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council.
- 18.2 Waiving of this notice by the Council is prohibited.

19. EFFECTIVE DATE

- 19.1 This by-law takes effect on the date of its passing.
- 19.2 By-law No 2020-57 and any other previous conflicting By-laws are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED, THIS DAY OF , 2023

Mayor

CAO/Clerk

Previous Bylaw

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2020 - 57

A BY-LAW TO GOVERN THE PROCEEDINGS OF COUNCIL AND ITS
COMMITTEES - COMMONLY KNOWN AS THE PROCEDURE BY-LAW

WHEREAS Section 238 (2) of the *Municipal Act, 2001*, S.O. 2001, c 25, as amended, requires that every municipality shall pass a procedural by-law for governing the calling, place and proceedings of meetings and the public notice of meetings;

AND WHEREAS Section 238 (3.3) of the *Act* was amended March 19, 2020 to provide that, during emergencies declared locally or provincially under the *Emergency Management and Civil Protection Act*, members of councils, local boards and committees who participate electronically in open and closed meetings may be counted for purposes of quorum;

AND WHEREAS Council deems it expedient to pass such a by-law;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. DEFINITIONS

CAO - the Chief Administrative Officer of the Corporation of the Municipality of Magnetawan.

Clerk - the Clerk of the Corporation of the Municipality of Magnetawan.

Closed Meeting - a meeting of Council or other committee to which public access is restricted.

Confirmatory By-law - a by-law of Council that adopts all resolutions passed at a Council meeting.

Committee - an advisory group created by and members appointed by Council, which may or may not have a member of Council appointed

Council - the elected and sworn members of the Council of the Corporation of the Municipality of Magnetawan.

Deputation - an address to Council or Committee at the request of a person wishing to speak on a specific item.

Head of Council - the Mayor or in cases of a Committee - the Chair

Member - an elected and/or appointed representative of Council or a Committee acting in their elected and/or appointed position

Point of Order - a question by a Council member with the view to calling attention to any issue relating to the Procedural By-Law or the conduct of Council's business or in order to assist the member in understanding Council's procedures, making an appropriate motion or understanding the effect of a motion.

Point of Privilege or Personal Privilege - a question by a member who believes that another member has spoken disrespectfully towards that member or another member or who considers that his or her integrity or that of a member or Township official has been impugned or questioned by a member.

Quorum - a majority of members of Council or Committee.

Recorded Vote - the recording in the minutes of the names and vote of every member present on any motion.

Resolution - the decision of Council on any motion.

2. **ROLE OF COUNCIL**

As outlined in *the Municipal Act, 2001*, Section 224, it is the role of Council:

- 2.1 to represent the public and to consider the well-being and interests of the Municipality,
- 2.2 to develop and evaluate the policies and programs of the Municipality;
- 2.3 to determine which services the Municipality provides;
- 2.4 to ensure that administrative policies, practices and procedures are in place to implement the decisions of Council;
- 2.5 to ensure the accountability and transparency of the Municipality, including the activities of the senior management of the Municipality;
- 2.6 to maintain the financial integrity of the Municipality; and
- 2.7 to carry out the duties of Council under the Municipal Act or any other Act.

3. **MEETINGS OF COUNCIL**

- 3.1 **Regular Council Meeting** - Regular meetings of Council shall be held every three (3) weeks on a Wednesday alternating at 1:00 pm and 6:00 pm, at Council's discretion or on any other day as may be determined by Council resolution.
- 3.2 Council meetings shall be held in the Community Centre, 4304 Highway 520, Magnetawan. Alternate locations may be considered with a Council resolution and appropriate public notice.
- 3.3 Notice of meetings shall be posted on the Municipal website. A meeting of Council may be cancelled or changed by Council resolution, with appropriate public notice to be provided as soon as possible. When a regular meeting of Council is cancelled or changed, the Clerk shall give notice at least seven (7) days in advance by posting on the website and, if possible, by publication in a local newspaper.
- 3.4 **Special Meeting of Council** - Any Member of Council may call a special meeting, with twenty-four (24) hours notice if possible, through the Clerk's office. Public notice shall be given on the municipal website as soon as possible and by any other method that is possible within the time frame. The only item(s) of business to be dealt with at a special meeting is that which is listed in the notice of the meeting.
- 3.5 **Inaugural Meeting** - The inaugural meeting of Council shall take place at 7:00 p.m. on the first Wednesday of December following the municipal election.
- 3.6 **Closed Meeting** - All meetings of Council and all meetings of any committee of Council shall be open to the public, except if the subject matter being considered is permitted by the Municipal Act, to be discussed in closed session. Before holding a meeting or part of a meeting that is to be closed to the public, Council shall state by resolution the fact of holding a closed meeting and the general nature of the matter to be discussed at the closed meeting.
- 3.7 **Electronic Participation:** Committee meetings may offer electronic participation, at the discretion of the Chair, in accordance with the Municipal Act.

Council may offer electronic participation for a Council meeting during an emergency declared by either the Provincial Government, the Municipal Head of Council (or appointed designate), under the *Emergency Management and Civil Protection Act.*, in accordance with the Municipal Act. Members participating electronically will be counted towards quorum. Members may fully participate and vote in both open and closed meetings. Members of the public may participate electronically in open meetings, as the chosen technology permits.

4. DUTIES OF THE HEAD OF COUNCIL

The Head of Council shall:

- 4.1 open the meeting of Council by taking the chair and calling the meeting to order;
- 4.2 announce the business before the Council in the order in which it is to be considered;
- 4.3 receive and submit, in the proper manner, all motions presented by the members of Council;
- 4.4 put to vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings and to announce the result;
- 4.5 decline to put to vote motions which are counter to the procedural by-law;
- 4.6 ensure that members follow the procedural by-law when engaged in debate;
- 4.7 be permitted to participate in any debate without leaving the chair;
- 4.8 enforce on all occasions the observance of order and decorum among the members and those present as observers;
- 4.9 if quorum agrees, Council may direct questions to the public during the meeting only if no disruption results to the decorum of the meeting;
- 4.10 call by name, any member or person who persists in breaching the procedural by-law of the Council, ordering him/her to vacate the Council chamber;
- 4.11 adjourn the meeting when the business is concluded; or adjourn the meeting without question put, in the case of serious disorder arising in the Council chamber;
- 4.12 authenticate by signature, all by-laws, resolutions and minutes of Council.

5. ABSENCE OF HEAD OF COUNCIL

- 5.1 If the Mayor is absent from the meeting, the Deputy Mayor shall assume the role of Head of Council, with all the rights, powers and authority. The acting Head of Council shall preside during the meeting or until the Mayor arrives. In the absence of the Mayor and the Deputy Mayor, the remaining members shall appoint by resolution, another member as acting Head of Council.

6. CONDUCT OF MEMBERS AND THOSE PRESENT

No member of Council or other person present shall:

- 6.1 speak disrespectfully or make allegations concerning another member of Council, staff or the public;
- 6.2 use offensive words or unparliamentary language;
- 6.3 disturb Council or other person(s) by using disorderly conduct that is disconcerting;
- 6.4 criticize any decision of Council except by a Member of Council for the purpose of moving that the question be reconsidered.

7. QUORUM

- 7.1 A majority of Council members present shall constitute a quorum.
- 7.2 If no quorum is present thirty (30) minutes after the time appointed for the meeting, the Clerk shall record the names of the members present and the meeting shall be adjourned until the date of the next regular meeting or until a special meeting is called.

8. **REGULAR COUNCIL AGENDA**

8.1 The Clerk shall prepare a Council agenda with the following items in an order deemed fit:

Opening Remarks/Announcements
Approval of Agenda
Disclosure of Pecuniary Interest
Minutes of Previous Meetings
Municipal Boards and Committees Minutes
Deputations and Presentations
Staff Reports, Motions and Discussion
By-laws
Correspondence Future Items
Accounts
Closed Session (if required)
Confirmatory By-law
Adjournment

8.2 The business of the Council shall in all cases be considered in the order as shown in the agenda unless otherwise agreed upon by members.

8.3 Any item which is not on the agenda as set but has been determined by the Clerk to be of a nature which requires attention prior to the next scheduled meeting, the item may be added by addendum at the discretion of the Clerk.

8.4 Any items brought forward as a time-sensitive issue by other means shall require a majority vote of the members present to be added to the agenda.

8.5 All items not included in the agenda package and presented as an 'on desk item' will be included in the posted agenda.

8.6 **Regular Council Agenda** – Agendas will be available for Council pick-up by 3:00 pm on the Friday preceding a regular meeting of Council and available online for public view by 3:00 pm on the Monday preceding a regular meeting of Council.

9. **DISCLOSURES OF PECUNIARY INTEREST (CONFLICT OF INTEREST)**

9.1 Where a Member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council or Committee which the matter is the subject of consideration, the Member, shall govern themselves in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 and shall:

- i. determine whether they may have a direct or indirect pecuniary interest and to disclose the nature thereof;
- ii. prior to any consideration of the matter at the meeting, disclose the interest verbally at the meeting and then in writing, in a form provided, to the Clerk, the general nature thereof;
- iii. not take part in the discussion of, nor vote on any question in respect of the matter;
- iv. not attempt in any way whether before, during or after the meeting to influence the voting on the matter;
- v. where a meeting is open to the public, the Member shall, in addition to complying with the requirements of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or part of the meeting during which the matter is under consideration;
- vi. where a meeting is not open to the public, the Member shall, in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or the part of the meeting during which the matter is under consideration;

- vii. where the interest of a Member has not been disclosed by reason of the Member's absence from a particular meeting, the Member shall disclose the Member's interest and otherwise comply at the first meeting of the Council or Committee, as the case may be, attended by the Member after the particular meeting.
- 9.2 Every declaration of interest and the general nature thereof, shall where the meeting is open to the public, be recorded in the minutes of the meeting by the Clerk of the Municipality or secretary of the Committee, as the case may be;
- 9.3 Every declaration of interest made, but not the general nature of that interest, shall, where the meeting is not open to the public, be recorded in the minutes of the next meeting that is open to the public;
- 9.4 Where the number of members who, by reason of the Provisions of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 Act, are disabled from participating in a meeting is such that at that meeting the remaining members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two.

10. MINUTES

Minutes shall be recorded by the Clerk, or designate, and shall contain the following:

- 10.1 the date, time and place of meeting;
- 10.2 the names of members and staff present;
- 10.3 the adoption and any corrections of the minutes of prior meetings;
- 10.4 proceedings of the meeting which will include motions, resolutions, decisions and directions, without note or comment.

11. DEPUTATIONS AND PRESENTATIONS

- 11.1 Persons who wish to make a presentation to Council on matters may request in writing providing an outline of the nature of the deputation by 12:00 noon on the Wednesday prior to the next regular meeting, that the Clerk place their name and the topic on the agenda as a deputation or presentation.
- 11.2 The Clerk, at his/her discretion will determine the eligibility, date and time of the deputation.
- 11.3 The Clerk may approve a deputation to Council with less notice than required in this section.
- 11.4 Deputations shall be limited in speaking to not more than ten (10) minutes.
- 11.5 A member of Council may ask questions only for the purpose of obtaining information relating to the matter under discussion and such questions must be stated concisely.
- 11.6 After Council has rendered a decision on the issue and written notification of that decision has been given, Council will not consider that issue again within six (6) months. An exception may be granted at the discretion of the Clerk, if substantially new and/or substantially significant information is provided.
- 11.7 The Clerk may limit the number of deputations heard at any meeting.
- 11.8 Any person giving a deputation or presentation shall not:
 - 1. speak disrespectfully of any person;
 - 2. use offensive words;
 - 3. speak on any subject other than the subject for which he or she has received approval to address Council or Committee;
 - 4. disobey the rules of procedure or a decision of the Chair or Council.

12. CORRESPONDENCE

12.1 All correspondence, including petitions to be presented to the Council, shall be legibly written or printed and shall not contain any improper language and shall be signed by at least one person, filed with the Clerk, and shall include an address and telephone number.

12.2 All correspondence shall be delivered to the Clerk during regular office hours, by 12:00 noon on the Wednesday prior to the next regular meeting of Council, so that the item may be included in the agenda circulated to members.

13. MOTIONS

13.1 **Voting on Motions** - Motions shall be in writing, showing the signature of the member who moved the motion and the member who seconded the motion.

When a motion is moved and seconded, it shall be read or stated by the Head of Council before debate.

Immediately preceding the vote, the Head of Council shall state the question in the precise form in which it will be recorded in the minutes.

The manner of determining the decision of Council on a motion shall be at the discretion of the Head of Council and may be by show of hands, verbal, standing, or any other method.

When the Head of Council calls for a vote on a question, each member shall occupy his/her seat and shall remain in his/her place until the result of the vote has been declared by the Head of Council.

13.2 **Recorded Vote** - If a member present at a Council or committee meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.

13.3 Any resolution shall require a majority of votes in order to be valid and binding on the Council. If there is an equality of votes, the vote shall be deemed to be lost. A failure to vote by a member who is present at the meeting and who is qualified to vote, shall be deemed to be a negative vote.

13.4 **Notice of Motion** - When a member provides the Clerk with written notice of any motion, the matter shall be included on the agenda for the next regular meeting of Council.

13.5 **Motion to Reconsider** - A motion to reconsider shall not be made during the same meeting of Council at which the original determination was taken. If a decision has not been substantially acted upon, a Member of Council who voted on the prevailing side may at any time within six months of the original decision, introduce a motion to reconsider a previous decision.

14. READING OF BY-LAWS

14.1 Every by-law shall be introduced upon motion by a member of Council specifying the title of the by-law.

14.2 Every by-law shall be typed and contain no blanks except as required to conform to accepted procedure or to comply with provisions of any act.

14.3 Every by-law shall have three (3) readings prior to being passed. If Council so determines, a by-law may be taken as read three times.

14.4 Every by-law enacted by the Council shall be numbered and dated, signed by the Clerk and the Mayor, sealed with the corporate seal, and filed in the Municipal Vault.

14.5 No by-law except a by-law to confirm the proceedings of Council shall be presented to Council unless the subject matter has been considered and approved by Council.

15. CONFIRMATORY BY-LAW

As the last item of business before adjournment, Council shall consider a confirmatory by-law to adopt, ratify and confirm all actions of Council at that meeting and to authorize the Mayor and municipal officers to take action as directed.

16. MISCELLANEOUS

16.1 **New Business** - Any matter arising from a deputation or presentation will be considered at a future Council meeting. However, a matter may be considered by Council during this time if sufficient information is available and time permits.

16.2 **Curfew** - No item of business shall be considered at a Council meeting after 11:00 p.m. unless approved unanimously by resolution.

16.3 **Electronic Recording Devices** - Electronic recording devices shall not be permitted in the Council Chambers, unless approved by the Head of Council.

17. SUSPENSION OF RULES

Any procedure required by this by-law may be suspended with consent of a majority of the members of Council present.

18. AMENDMENT

18.1 No amendment or repeal of this by-law or any part shall be considered at any meeting of Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council.


18.2 Waiving of this notice by the Council is prohibited.

19. EFFECTIVE DATE


19.1 This by-law takes effect on the date of its passing.

19.2 By-law No 2020-29 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED, THIS 25th DAY OF NOVEMBER 2020



Mayor



CAO/Clerk

Central Almaguin Planning Board
MINUTES
Wednesday, January 11, 2023
At the Village of South River Municipal Office located at
63 Marie Street, South River (705-386-2573)

Board Meeting Minutes for January 11, 2023 – 5:30 p.m.

Attending:

Vice Chair	Magnetawan Member Sam Dunnett	South River	Member Jim Coleman
Machar	Member Lynda Carleton	Strong	Member Jeff McLaren
Chair	Provincial Member John MacLachlan	Joly	Member Chris Nicholson
Sundridge	Member Jim MacLachlan		

Secretary-Treasurer: Christine Hickey

Guests (Virtually)- Dave McAllister, Peter Benninger, Fred Boyes, Gary Boyes

1. The Chair called the meeting to order at 5:30 p.m.
2. Declaration of Pecuniary Interests - None
3. Appointment of Secretary-Treasurer

Res #1 Jeff McLaren-Lynda Carleton

BE RESOLVED THAT this Board does hereby appoint Christine Hickey as the Secretary-Treasurer for the Central Almaguin Planning Board for 2023. **CARRIED**

4. Minutes of the December 7, 2022

Res 2 Jim Coleman-Sam Dunnett

BE RESOLVED THAT this Board does hereby adopt the minutes of Wednesday December 7, 2022; as written. **CARRIED**

5. Payment of January Accounts:

Res 3 Jeff McLaren-Jim MacLachlan

BE RESOLVED THAT this Board does hereby approve payment of the January Accounts:

Ch# 511 - Village of South River – Rent for January 2023 - \$320.15

Ch# 512 - Christine Hickey – Wages (December 7 – December 28 – 21 hours)

Online CRA Payments for December (\$130.59)

CARRIED

5. Decisions on the following Files

B027/22 Strong – Part Lot 4, Concession 1

Comments were received from the Township of Armour indicating:

The proposed consent is within the MOE 1000m potential influence area of the licensed Dingman pit in Armour. Studies are required under Section D4.2.1(h) of the Strong OP and Section 3.7(e) of the Armour OP.

The above Comment was forwarded to the owner/agent and to the Township of Strong.

The Chair confirmed that no additional comments were received and if there were any questions or comments from those attending electronically. No further comments on the application were received.

Discussion ensued and a decision on this application will be deferred at this time until an update is provided on this matter.

6. New Files - None

7. Follow-up/New Items

7.1 Central Almaguin Planning Board – Revised Operating Guidelines – Draft

A copy of the revised operating guidelines was provided to Board for review. Discussion on draft document will be scheduled for the February 1, 2023 Meeting.

7.2 Consent Policies for Unorganized Townships as prepared by Robert Miller
Re: Rescind Motion from March 2, 2022 regarding approval to proceed with Restricted Area By-law.

Mr. Benninger requested clarification on the restricted area by-law and the reason the previous resolution was being rescinded.

Res 4 Sam Dunnitt-Jim Coleman

BE IT RESOLVED THAT this Board does hereby rescind Resolution # 4 dated March 2, 2022 regarding the proposal received by Robert Miller for the creation of a restricted area By-law for the unorganized townships within the Boards jurisdiction, as a result of the comments received from both the Ministry of Municipal Affairs and Housing and our legal review.

CARRIED

7.3 Consent Application B018/22 Magnetawan

Re: Minor amendment to decision – Increase of lot area from 487 m to 924 m and area from 10 ha to 11.9 ha

Res 5 Lynda Carleton-Jim Coleman

BE IT RESOLVED THAT this Board does hereby approve a minor amendment to Consent Decision B018/22 Magnetawan to increase the lot area from 487 m to 924 m and the area from 10 ha to 11.9 ha.

AND THAT this change is due to the recommendation noted within the Environmental Impact Study. **CARRIED**

8. Correspondence - None

9. Adjournment

Res 6 Chris Nicholson-Jeff McLaren

BE IT RESOLVED THAT this Board does hereby adjourn until Wednesday February 1, 2023 or at the call of the Chair. **CARRIED**

Central Almaguin Planning Board
MINUTES
Wednesday, February 1, 2023
At the Village of South River Municipal Office located at
63 Marie Street, South River (705-386-2573)

Board Meeting Minutes for February 1, 2023 – 5:30 p.m.

Attending:

Vice Chair	Magnetawan Member Sam Dunnett	South River	Member Jim Coleman
Machar	Member Lynda Carleton	Strong	Member Jeff McLaren
Chair	Provincial Member John MacLachlan	Joly	Member Chris Nicholson
Sundridge	Member Jim MacLachlan		

Secretary-Treasurer: Christine Hickey

Guests (Virtually)- Michael Gravis

1. The Chair called the meeting to order at 5:30 p.m.
2. Declaration of Pecuniary Interests - None
3. Minutes of the January 11, 2023, meeting

Res #1 Jim Coleman-Lynda Carleton

BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, January 11, 2023; as written. **CARRIED**

4. Payment of February Accounts:

Res #2 Jeff McLaren-Chris Nicholson

BE IT RESOLVED THAT this Board does hereby approve payment of the February Accounts:
Ch# 513 - Village of South River – Rent for January 2023 - \$341.92
Ch# 514 - Village of South River – 2022 Copies - \$297.71
Ch# 512 - Christine Hickey – Wages (January 9 – January 25 – 18 hours)
Online CRA Payments for December (\$82.70) **CARRIED**

5. Decisions on the following Files - None

6. New Files

B001/23 Magnetawan – Part Lot 20, Concession 8 – 121 Trails End

The Board accepted the new application and directed the Secretary-Treasurer to proceed with the Notice of a Public Meeting.

7. Follow-up/New Items

7.1 Central Almaguin Planning Board – Revised Operating Guidelines – Draft
Re: Discussion

Res #3 Sam Dunnett -Jim MacLachlan

BE IT RESOLVED THAT this Board does hereby approve the Central Almaguin Planning Board Revised Operating Guidelines with revisions as presented. **CARRIED**

7.2 Spring Lake Subdivision – Setback for Accessory Building
Re: Drawing of Proposed Garage - Review

Res #4 Jeff McLaren -Chris Nicholson

BE IT RESOLVED THAT the Central Almaguin Planning Board has received the drawing of the proposed garage for Lot 8, Spring Lake Subdivision;

AND THAT we will present it at the next meeting. **CARRIED**

8. Correspondence - None

9. Closed Session

9.1 Closed Session as provided for by Section 239 (b) of the Municipal Act, 2001, as amended to deal with: Personal matters about an identifiable individual, including municipal or local board employees.

Res #5 Sam Dunnett -Jeff McLaren

Be it resolved that the Central Almaguin Planning Board hold a Closed Session as provided for by Section 239 (b) of the Municipal Act, 2001, as amended to deal with: Personal matters about an identifiable individual, including municipal or local board employees. **CARRIED**

The Board entered into a Closed session at 5:58 p.m. and concluded at 6:23 p.m. The Board reviewed the information and provided direction to Staff.

Res #6 Chris Nicholson -Jim Coleman

BE IT RESOLVED THAT the Central Almaguin Planning Board does hereby return to open session at 6:23 p.m. **CARRIED**

10. Adjournment

Res #7 Lynda Carleton -Jeff McLaren

BE IT RESOLVED THAT this Board does hereby adjourn until Wednesday March 1, 2023 or at the call of the Chair. **CARRIED**

Magnetawan Public Library

LIBRARY BOARD MEETING MINUTES

DATE AND TIME	Tuesday, January 31, 2023, 6:45pm
LOCATION	Magnetawan Public Library
ATTENDEES	Lorinda Makoviczki, Angela Dunnett, Barb Stewart, Jon Hind, Mary Bishop, Michael Fleming via Facetime, Julie Ferris
REGRETS	Sheila Smith
CALL TO ORDER	Julie Ferris called the meeting to order at 7:00 PM.

DECLARATION OF CONFLICT OF INTEREST

None

APPROVAL OF AGENDA

2023-01 Moved: Barb Stewart

Carried Seconded: Jon Hind

Be it resolved that the Agenda for this meeting be approved as amended.

APPROVAL OF LAST MEETING MINUTES

2023-02 Moved: Julie Ferris

Carried Seconded: Angela Dunnett

Be it resolved that the last meeting minutes be approved.

2023-05 - NEW BUSINESS

Welcome New Board Members

2023-5.1 Mary Bishop, Sheila Smith, Michael Fleming

Proposed 2023 Budget

2023-5.2 Moved: Angie Dunnett

Carried Seconded: Michael Fleming

2023-5.3 - Updated Job Descriptions

5.3 New descriptions were presented to Karen and Lorinda for them to sign

2023-06 - BUSINESS ARISING

2023-07 - CHAIR REPORT

The library will stay with its current hours of operation.

Lorinda will work 26 hours per week and Karen will work 20 hours per week.

The petty cash(float) will be reconciled by Lorinda on a weekly basis.

2023-08 - ANNOUNCEMENTS AND INQUIRIES BY A BOARD MEMBER

None

2023-09 - UNFINISHED/ONGOING BUSINESS

9.1 - Heritage Day

9.2 - Fundraising

9.3 - Committee Appointments

No committees at this time.

2023-10 - QUESTION PERIOD FOR THE GENERAL PUBLIC

None

2023-11 - CLOSED SESSION

None

2023-12 - Next meeting will be held at 6:45 pm on Feb. 28, 2023 @ Magnetawan Public Library

ADJOURNMENT

2023-13 Moved: Lorinda Makoviczki

Carried Seconded: Angela Dunnett

Be it resolved that the meeting adjourned at 8:15 PM.

Magnetawan Public Library

LIBRARY BOARD MEETING MINUTES

DATE AND TIME	Tuesday, February 28, 2023, 6:45pm
LOCATION	Magnetawan Public Library
ATTENDEES	Lorinda Makoviczki, Angela Dunnett, Sheila Smith, Jon Hind, Mary Bishop, Michael Fleming via Facetime, Julie Ferris
REGRETS	Barb Stewart
CALL TO ORDER	Julie Ferris called the meeting to order at 6:50 PM.

DECLARATION OF CONFLICT OF INTEREST

None

APPROVAL OF AGENDA

2023-01 Moved: Jon Hind

Carried Seconded: Angie Dunnett

Be it resolved that the Agenda for this meeting be approved as amended.

APPROVAL OF LAST MEETING MINUTES

2023-02 Moved: Michael Fleming

Carried Seconded: Mary Bishop

Be it resolved that the last meeting minutes be approved.

2023-05 - NEW BUSINESS

Vulnerable Police checks

2023-5.1 - Karen will get hers done, Lorinda already has hers. Board members can get theirs if they would like it.

Library Policies

2023-5.2 - We will form a committee to get them completed and up to date

Library Credit Card

2023-5.3 - The Municipality will do the paperwork to get the library a credit card

Carried Moved: Julie Ferris

Seconded: Angie Dunnett

Be it resolved that the board is in agreeance to get a credit card

Library Newsletter

2023-5.4 – Lorinda will start a newsletter to be mailed out. Lorinda will find out the cost. The newsletter will also be emailed to patrons. Email addresses for patrons will be updated.

Social Media

2023-5.5 – Karen will update Facebook, Instagram and our website

Heritage Day

2023-5.6 – Lorinda will book the hall for sometime in July, depends on availability. Letters asking for participation to local groups will get written and mailed out.

2023-06 - BUSINESS ARISING

2023-07 - CHAIR REPORT

The Municipality has approved our proposed budget

2023-08 - ANNOUNCEMENTS AND INQUIRIES BY A BOARD MEMBER

None

2023-09 - UNFINISHED/ONGOING BUSINESS

9.1 - Heritage Day

9.2 - Fundraising

9.3 - Committee Appointments

We will appoint a committee for policy updating. It will consist of Julie, Lorinda, Karen and Mary. Lorinda will set up a date to meet.

2023-10 - QUESTION PERIOD FOR THE GENERAL PUBLIC

None

2023-11 - CLOSED SESSION

None

2023-12 - Next meeting will be held at 7:00 pm on Mar. 28, 2023 @ Magnetawan Public Library

ADJOURNMENT

2023-13 Moved: Julie Ferris

Carried Seconded: Angela Dunnett

Be it resolved that the meeting adjourned at 7:46 PM.

District of Parry Sound



Social Services
Administration Board

Chief Administrative Officer's Report

March 2023

Mission Statement

To foster healthier communities by economically providing caring human services that empower and enable the people we serve to improve their quality of life.

2023 Budget

We were very pleased to have our proposed budget passed in our February Board meeting. Over the past month we have been working diligently to implement the budget and its directions.

66 Waubeek Street, Parry Sound

We are pleased to share that we were successful in obtaining an Official Plan Amendment No.5 as well as a Zoning Amendment for this piece of property. The DSSAB has been working on this for several years and are satisfied with the outcome. This certainly was an endeavor that required effort from various staff, consultants, and our Board Chair. Thank you to all involved and we look forward to further discussion about the future of this property.

Facebook Pages



A friendly reminder to follow our Facebook pages!

- ◆ [District of Parry Sound Social Services Administration Board](#)
- ◆ [Esprit Place Family Resource Centre](#)
- ◆ [EarlyON Child and Family Centres in the District of Parry Sound](#)
- ◆ [The Meadow View](#)

Social Media

Facebook Stats

District of Parry Sound Social Services Administration Board	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023
Total Page Followers	393	400	409	410	428	446
Post Reach this Period (# of people who saw post)	3,847	3,827	6,431	4,180	8,907	4,645
Post Engagement this Period (# of reactions, comments, shares)	446	406	437	59	234	565

Esprit Place Family Resource Centre	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023
Total Page Followers	121	121	127	127	128	128
Post Reach this Period (# of people who saw post)	49	32	1,155	353	103	75
Post Engagement this Period (# of reactions, comments, shares)	6	1	46	36	1	3

The Meadow View	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023
Total Page Followers	409	479	487	488	493	496
Post Reach this Period (# of people who saw post)	3,041	260	8,588	750	480	251
Post Engagement this Period (# of reactions, comments, shares)	39	31	101	70	4	36

Twitter Stats

Link to DSSAB's Twitter page - <https://twitter.com/psdssab>

	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023
Total Tweets	5	3	8	1	3	7
Total Impressions	146	63	50	13	178	158
Total Profile Visits	16	11	18	24	66	57
Total Followers	23	23	25	26	27	28

Linkedin Stats - used primarily for HR recruitment & RFP/Tender postings

Link to DSSAB's LinkedIn page - <https://bit.ly/2YyFHIE>

	SEPT 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023
Total Followers	274	297	377	377	382	395
Search Appearances (in last 7 days)	307	338	225	176	239	318
Total Page Views	132	150	73	45	46	31
Post Impressions	571	397	767	374	266	828
Total Unique Visitors	37	47	29	15	15	16

Out and About in the Community

On March 2, 2023 we attended the YMCA Job Fair at the Bobby Orr Community Centre to promote the DSSAB as an employer of choice, and to promote the Become An ECE Campaign. This event was attended by our Quality Assurance Supervisor and members of our Human Resources team.



Y YMCA of
Ontario/Québec
Employment and Learning Services
Parry Sound

Join us!

JOB FAIR 2023

A time to meet employers, find potential job opportunities and get job ready!

Presented by
YMCA EMPLOYMENT AND LEARNING SERVICES

BOBBY ORR COMMUNITY CENTRE
7 MARY STREET, PARRY SOUND
MARCH 2ND, 2023
9:30AM - 12:30PM



For more details call our office at
705 746 8480

EMPLOYMENT
ONTARIO

Pointe au Baril
Community Centre,
Sat., March 4th 2023, 9am-4pm

Free event

Learn what supports & services are available

HEALTH FAIR

Seed swap

Experience a mini-treatment

All are welcome!

Morning: learn about sleep, harvesting, health & healing from our Nurse-Practitioner, First Nation healers & many providers

Enjoy a healthy lunch by the Parry Sound High School

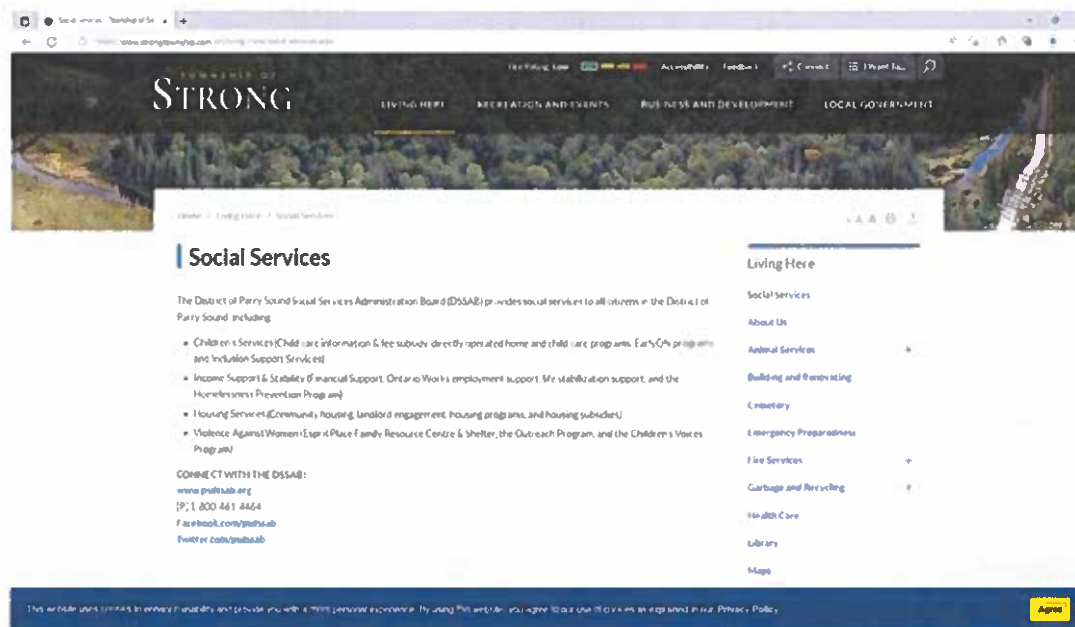
Afternoon: talk to providers & try a treatment: acupuncture, massage osteopathic, or foot care (mini sessions by appointment)

Hosted by the Pointe au Baril Nurse Practitioner-lead Clinic, in the Township of the Archipelago's ethical space

On March 4, 2023 we attended the Pointe au Baril Health Fair at the Community Centre. This event was attended by our Supervisor of Housing Stability.

Municipal Outreach

We have reached out to all Municipalities with requests to add DSSAB info to their websites. All were provided with verbiage to make this a simple task, and were provided with appropriate links to direct viewers back to the DSSAB website. We have also reached out to all municipalities with an offer to provide a presentation of DSSAB services at a future council meeting, upon request.



Licensed Child Care Programs

Total Children Utilizing Directly Operated Child Care in the District January 2023

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubee ELCC	HCCP	Total
Infant (0-18M)	0	0	3	1	12	16
Toddler (18-30M)	16	9	13	18	37	93
Preschool (30M-4Y)	20	15	19	41	44	139
# of Active Children	36	24	35	60	93	248

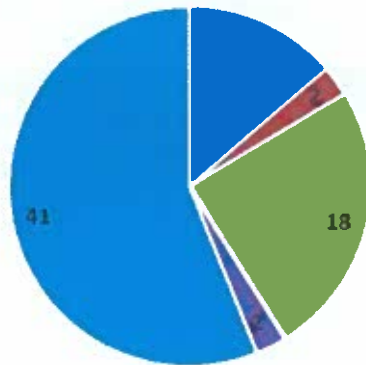
Most child care programs are nearing or are at their enrollment capacity.

School Age Programs

January 2023		
Location	Enrollment	Waitlist
Mapleridge After School	21	5
Mapleridge Before School	6	
St. Gregory's After School	13	1
St. Gregory's Before School	2	
Sundridge Centennial After School	16	4
Sundridge Centennial Before School	2	
Land of Lakes After School	15	4
Home Child Care	34	5
# of Active Children	109	19

Magnetawan Central After School Program has now closed. St. Gregory's Before School Program has been moved to Mapleridge to ensure family's needs can be met. Sundridge Centennial Before School Program has closed. All After School Programs are at operating capacity and the School Age Program is attempting to secure a second staff member for the Mapleridge After School Program to accommodate the increase in enrollment and waitlist.

Directly Operated Child Care Waitlist by Program January 2023



■ Fairview ■ First Steps ■ Highlands ■ Waubeek ■ HCCP

There has not been a significant increase in program waitlists this past month. The Ministry of Education has requested that licensed child care programs collect and report waitlist data as those children in need of immediate care that cannot be accommodated in program. Licensed programs now house a secondary waitlist of children that may need care in the coming months as parents are scheduling to return to work or attend school.

**Total Children by Funding Source
January 2023**

Active	# of Children	# of Families
CWELCC*	132	128
CWELCC Full Fee	188	186
Afterschool Fee Subsidy	6	6
Fee Subsidy	34	30
Full Fee	27	22
Ontario Works	8	8
Total	395	380

Funding Source - New	# of Children	# of Families
CWELCC	6	6
CWELCC Full Fee	3	3
Afterschool Full Subsidy	2	2
Fee Subsidy	4	4
Full Fee	3	3
Total	11	10

Funding Source - Exits	# of Children	# of Families
Full Fee	2	2
Total	2	2

* CWELCC – Canada-Wide Early Learning Child Care; eligible for children 0 - 6

Inclusion Support Services

January 2023

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	0	0	0	1	0	0
Toddler (18-30M)	2	4	6	6	3	0	0
Preschool (30M-4Y)	5	39	44	44	2	2	0
School Age (4Y+)	2	12	14	14	0	0	1
Monthly Total	9	55	64	-	6	2	1
YTD Total	9	55	-	69	6	2	1

Preschool children continue to make up the majority of the Resource Consultants caseloads, specifically children in licensed child care programs. Social/Emotional development remains the consistent reason for referrals with speech and language development a close second.

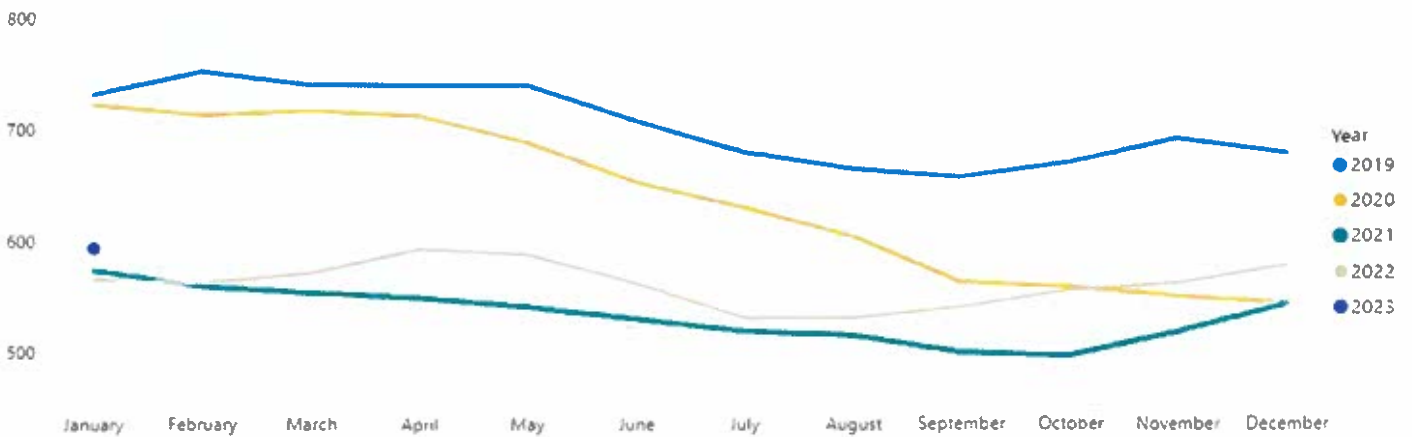
EarlyON Child and Family Programs

January 2023		
Activity	January	YTD
Number of Children Attending	890	890
Number of New Children Attending	42	42
Number of Families Visiting	809	809
Number of New Families Visiting	42	42
Number of Virtual Programming Events	4	4
Number of Family Engagements with Virtual Events	74	74

There were a lot of new families attending the EarlyON programs in January and numbers are returning to pre-pandemic levels.

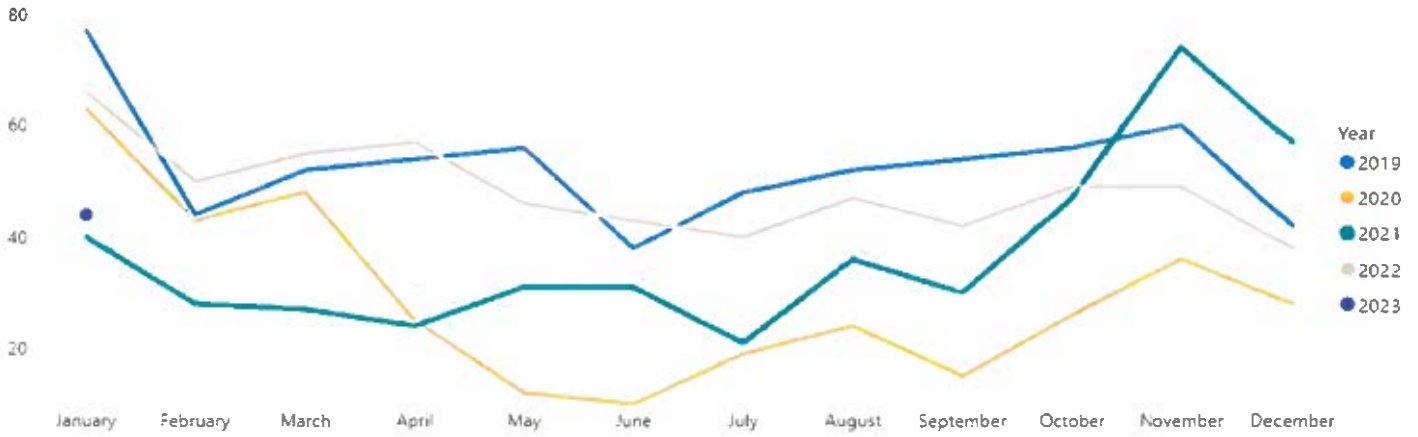
Ontario Works Caseload January 2023

Number of cases

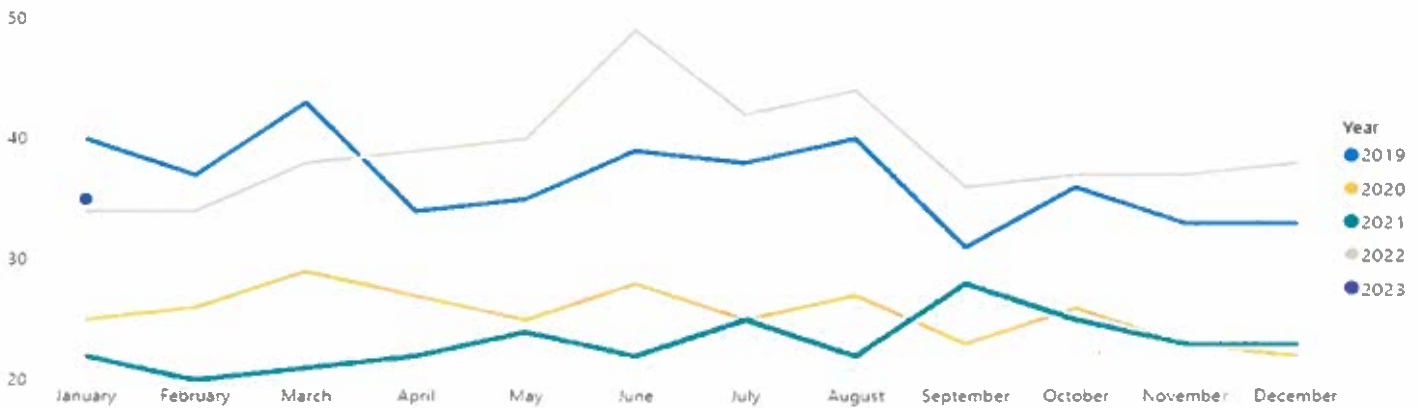


Ontario Works Intake - Social Assistance Digital Application (SADA) & Local Office January 2023

Number of applications received



ODSP recipients actively participating in Ontario Works Employment Assistance



Ontario Works applications

2 ▲

Average received per business day

45

Received Jan 2023

Emergency Assistance applications

1 ▼

Average received per business day

23

Received Jan 2023

Average number of business days from screening to grant

1.6 ▼

Ontario Works

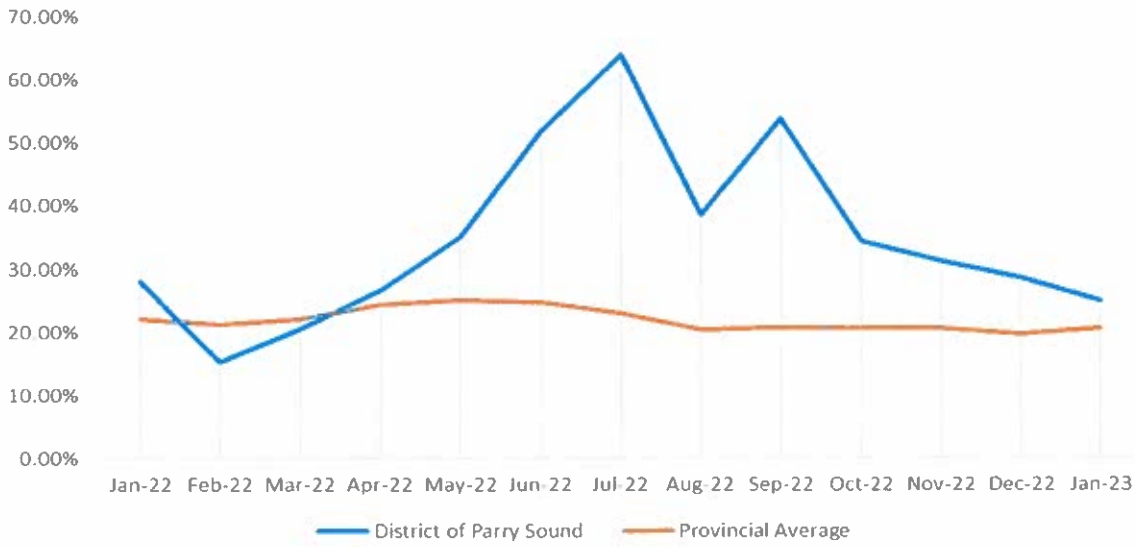
0.8 ▼

Emergency Assistance

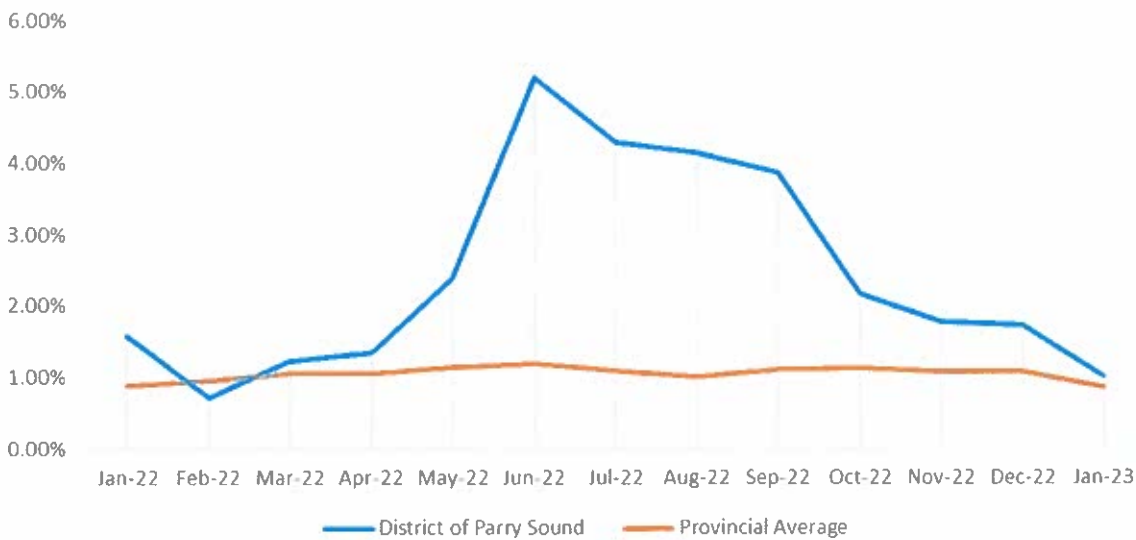
The OW Caseload continues to edge up to **594** (up from 578). This is the highest the caseload has been since the beginning of the pandemic in Spring 2020. We are supporting 35 ODSP participants in our Employment Assistance program. We also have 52 Temporary Care Assistance cases. We also had 45 Ontario Works Applications and 23 applications for Emergency Assistance in January.

Employment Assistance & Performance Outcomes

% of Closures Exiting to Employment

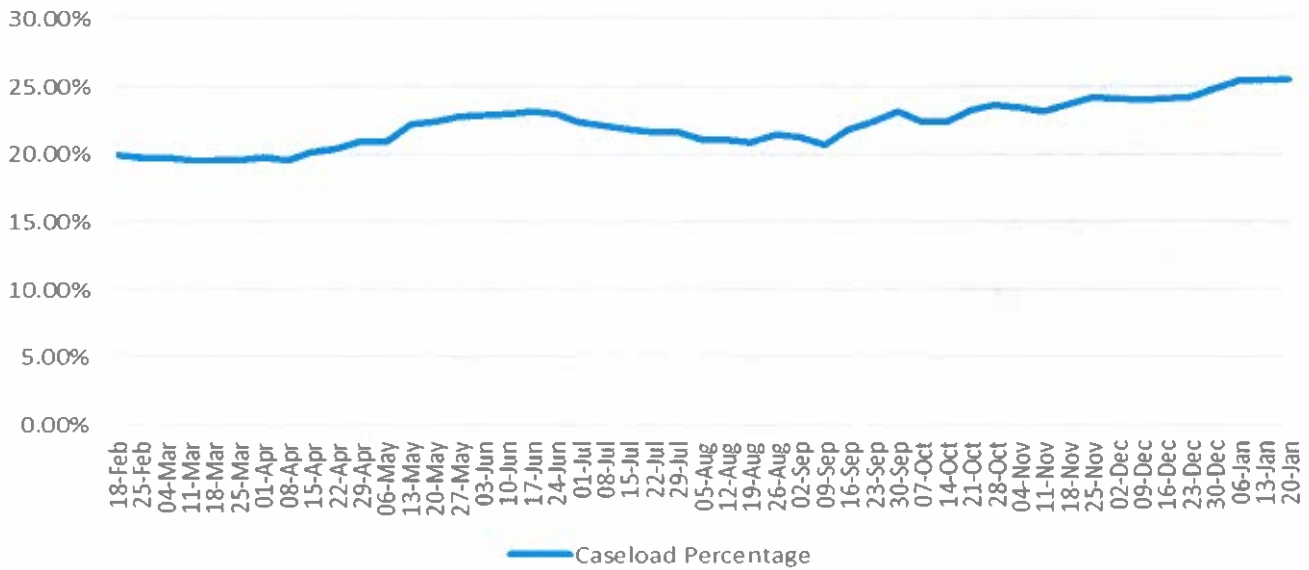


% of Caseload Exiting to Employment



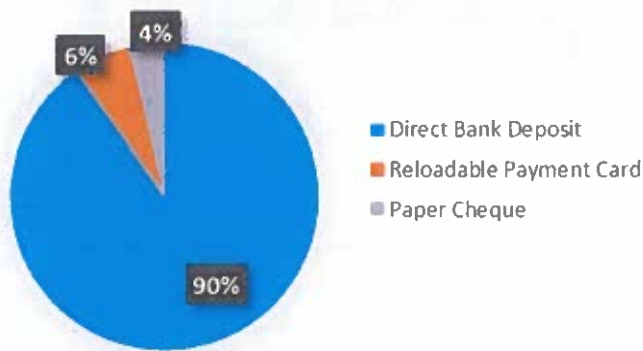
MyBenefits Enrollment 2022/2023

MyBenefits Enrollment by Week



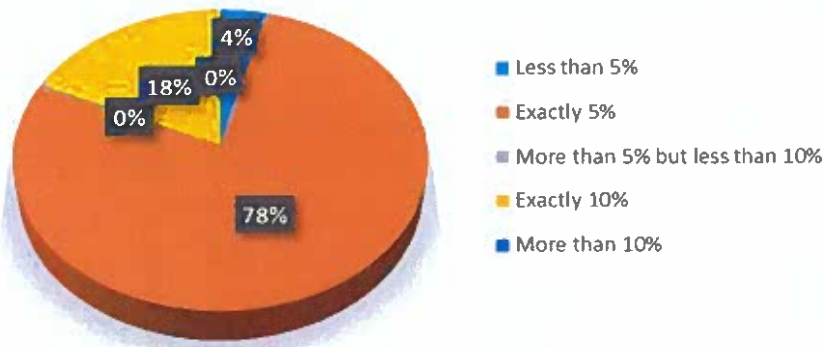
DBD Enrollment

Payment Receipt Method January 2023



Overpayment Recovery Rate

January 2023



Housing Stability Program - Community Relations Workers

Support

All services performed, provided, or arranged by the Homelessness Stability Program staff to promote, improve, sustain, or restore appropriate housing for individuals active with the Homelessness Stability Program, periodically within the month, not requiring intense case management.

January 2022	East	West
Senior	4	5
ODSP	7	22
Ontario Works	3	9
Low Income	8	16

January 2023	East	West
Senior	6	16
ODSP	13	36
Ontario Works	4	12
Low Income	17	22

Intense Case Management

Intense Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly supports, required by the individual to obtain, and sustain housing stability.

January 2022	East	West
Senior	10	5
ODSP	7	20
Ontario Works	3	6
Low Income	4	9

January 2023	East	West
Senior	13	19
ODSP	11	25
Ontario Works	9	14
Low Income	10	37

Contact/Referrals

January 2022	East	West	YTD
Homeless	2	6	8
At Risk	0	9	9
Esprit Outreach	1	0	1
Program Total			18

Short Term Housing Allowance

	Active	YTD
January 2022	6	6

	Active	YTD
January 2023	15	15

January 2023	East	West	YTD
Homeless	5	4	9
At Risk	5	7	12
Esprit Outreach Homeless	-	-	-
Esprit Outreach at Risk	3	-	3
Esprit in Shelter		2	2
Program Total			26

Housing Stability: Household Income Sources and Issuance from HPP & CHPI:

January 2022 Income Source	Total	CHPI
Senior	3	\$1,198.99
ODSP	13	\$9,612.90

January 2022 Reason for Issue	Total
Rental Arrears	\$1,000.00
Utilities/Firewood	\$6,614.94
Transportation	\$24.00
Food/Household/Misc.	\$7,392.82
Emergency Housing	\$451.96
Total	\$15,483.72

January 2023 Income Source	Total	HPP
Senior	3	\$1,900
ODSP	6	\$3,611.19
Ontario Works	4	\$336.16
Low Income	11	\$5,256.65
No Income	0	\$0

January 2023 Reason for Issue	Total
Rental Arrears	\$4,676.88
Utilities/Firewood	\$688.01
Transportation	\$148.80
Food/Household/Misc.	\$4,559.80
Emergency Housing	\$1,030.51
Total	\$11,104.00

Ontario Works: Household Income Sources and Issuance from HPP

January 2023 Income Source	Total	HPP
Senior	1	\$1,050.00
ODSP	10	\$5,643.73
Ontario Works	13	\$8,143.70
Low Income	8	\$2,872.23
No Income	0	\$0

January 2023 Reason for Issue	Total
Rental Arrears	\$3,581.00
Utilities/Firewood	\$4,822.46
Transportation	\$50.17
Food/Household/Misc.	\$8,439.20
Emergency Housing	\$816.23
Total	\$17,709.06

**By-Name List
January 2022**



January 2023



A By-Name List is a real time list of all people experiencing homelessness in our community who would like to receive assistance to access housing services and supports. This is an ongoing process with people being added to the list as they connect or re-connect.

A people-centered approach to the By-Name List process will consider individual needs and promote safety, including cultural safety and cultural appropriate responses and practices. People and their experiences and stories are vital to conducting both enumeration (Point-in Time Count) and the By-Name Lists.

Housing Programs

Social Housing Centralized Waitlist Report January 2023

	East Parry Sound	West Parry Sound	Total
Seniors	39	108	147
Families	127	439	566
Individuals	492	214	706
Total	658	761	1,419
Total Waitlist Unduplicated			439

Social Housing Centralized Waitlist (CWL) 2022 - 2023 Comparison Applications and Households Housing from the CWL

Month 2022	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2023	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	5			1		Jan	5	1	13		
Feb	9	1	2			Feb					
Mar	12		5	2	1	Mar					
Apr	12	1	1			Apr					
May	11	1		3		May					
June	15		3	2		June					
July	13	2	10	1		July					
Aug	5		17	2	1	Aug					
Sept	16		10	1	1	Sept					
Oct	14		12	6		Oct					
Nov	12	1	8	3		Nov					
Dec	1			5		Dec					
Total	125	6	68	26	3	Total	5	1	13		

SPP = Special Priority Applicant

- Housing Programs had 5 new applications in the month of January, one was approved Special Priority Program
- There were 13 applicants removed from the CWL in January – 12 were eligible for Canada Ontario Housing Benefit, and 1 was deceased

Parry Sound District Housing Corporation
January 2022

Activity for Tenant and Maintenance Services

	Current	YTD
Move outs	3	3
Move in	1	0
L1/L2 forms	0	0
N4 - notice of eviction for non payment of rent	1	1
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	1	1
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0
N7 - notice of eviction for willful damage to unit	0	0
Repayment agreements	7	7
No trespass order	0	0

**Parry Sound District Housing Corporation
January 2023**

Activity for Tenant and Maintenance Services

	Current	YTD
Move outs	2	2
Move in	3	3
L1/L2 forms	0	0
N4 - notice of eviction for non payment of rent	0	0
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	1	1
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0
N7 - notice of eviction for willful damage to unit	0	0
Repayment agreements	2	20 (18 carried from 2022)
Tenant home visits	19	19
Mediation/negotiation/referrals	8	8
No trespass order	0	0
Tenant engagement/education	9	9

Maintenance for January 2022

Pest Control	8	8 buildings monitored monthly
Vacant Units	10	family (6); single (4)
After Hours Calls	8	Alarm reset due to outage, leaking hot water tanks, heater repair, flooding, smoke detector battery replacement
Fire Inspections	8	Monthly fire checks at 8 of 8 buildings and 1 fire drill
Incident Reports	0	

Maintenance for January 2023

Pest Control	8	8 buildings monitored monthly
Vacant Units	15	one-bedroom (10); multiple bedroom (5) (not inclusive of The Meadow View)
Vacant Units - The Meadow View	7	one-bedroom market units (7)
After Hours Calls	17	Smoke detector maintenance, leak from window, gas leak, no heat, odd smell from refrigerator, no hot water, toilet overflowing, sink leaking sink plugged, Bell tech needed access, carbon monoxide poisoning, well-being check, fire panel reset
Work Orders	163	Created for maintenance work, and related materials for the month of January
Fire Inspections		A total of 24 units were inspected for fire safety in the month of January
Incident Reports	3	

Property Maintenance and Capital Projects February 2023

Local Housing Corporation and DSSAB Buildings

- Belvedere retaining wall - waiting on a phase 2 quote from CDCD Engineering (creation of the spec and management bid process, oversight of the contractor)
- Belvedere windows - in the process of organizing a specification and the tendering process
- Beechwood plumbing repair - received a quote from Bernard Rochefort that is above our tendering threshold; in the process of contacting another plumber; potential need to have Suppa engineering manage the tendering process, repair work
- Waubeek HVAC replacement - received 2 quotes and waiting on a third
- BCA's for all buildings - in the process of receiving 3 quotes
- Broadway/Queen renovations - ready for tender; tendering process to begin next month
- Esprit Renovation - waiting on town approval; applying for permit next month
- Investigation report has been completed on a town home; currently in the process of hiring a consultant to manage the remediation process for mould
- 66 Church Street - repair work for fire damage remediation has been awarded

Challenges:

Difficulty securing contractors/labourers as well as materials are often backordered. Obtaining quotes, as per our Procurement Policy, from contractors is presenting a challenge.

**Esprit Place Family Resource Centre
January 2022**

Emergency Shelter Services	January 2022	YTD
Number of women who stayed in shelter this month	7	7
Number of children who stayed in the shelter this month	1	1
Number of hours of direct service to women (shelter and counselling)	58	58
Resident bed nights (women & children)	192	192
Occupancy rate	31%	31%
Days at capacity	0 (COVID capacity)	12
Days over-capacity	0	0
Phone interactions (crisis/support)	42	42

Outreach Services	January 2022	YTD
Number of women served this month	12	12
Number of women registered in the program	14	14

Transitional Support	January 2022	YTD
Number of women served this month	2	2
Number of women registered in the program	2	2

Child Witness Program	January 2022	YTD
Number of children/women served this month	16	16
Number of children registered in the program	17	17
Number of public ed/groups offered	0	0

**Esprit Place Family Resource Centre
January 2023**

Emergency Shelter Services	January 2023	YTD
Number of women who stayed in shelter this month	9	9
Number of children who stayed in the shelter this month	10	10
Number of hours of direct service to women (shelter and counselling)	107	107
Number of days at capacity	10	10
Number of days over capacity	7	7
Overall capacity %	75%	75%
Resident bed nights (women & children)	231	231
Phone interactions (crisis/support)	34	34

Outreach Services	January 2023	YTD
Number of women served this month	5	5
Number of NEW women registered in the program	0	0
Number of public ed/groups offered	0	0

Transitional Support	January 2023	YTD
Number of women served this month	6	6
Number of NEW women registered in the program	0	0
Number of public ed/groups offered	0	0

Child Witness Program	January 2023	YTD
Number of children/women served this month	14	14
Number of NEW clients (mothers and children) registered in the program	1	1
Number of public ed/groups offered	0	0



705-382-2900
www.almaguin-health.org

Minutes: March 2, 2023, 10:00 am via Zoom and in the AHHC boardroom

Present: Rod Ward (Chair), Brian McCabe, Delynne Patterson, Margaret Ann MacPhail, Brad Kneller, Jim Ronholm, Vicky Roeder-Martin, Chris Hope, Fraser Williamson (Vice Chair), Camille Barr (Secretary)

Regrets: Cheryl Philip, Tom Bryson

Guests: None

Called to order at 10:02 am by Chair R. Ward

* Adjustments were made to the agenda- S. Keast, MAOHT, HHR Recruiter unable to attend. Rebooked for April.

1. 2023-06 Moved by C. Hope - Seconded by F. Williamson
THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of February 2, 2023. Carried.
2. **DECLARATION OF PECUNIARY OF INTEREST:** None
3. **DELEGATIONS:** None
4. **RESOLUTIONS PASSED:**
2023-07 Moved by B. McCabe - Seconded by V. Roeder-Martin
THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council appoints the following members to seats on MAOHT Committees, representing the Council:
Delynne Patterson- Human Health Resources Working Group
Chris Hope- Digital Working Group
Margaret Ann MacPhail- Home and Community Care Modernization Working Group
Rod Ward- Collaboration Steering Committee
Carried.

5. ITEMS FOR DISCUSSION

A) **Discussion regarding need for Almaguin Healthcare System Navigator role**

In the past Council had discussed the potential for a Almaguin Healthcare System Navigator. This role would be responsible for connecting people to healthcare services throughout Almaguin. Discussion was preliminary. It was acknowledged the navigator would require a background in healthcare. More discussion to come.

B) **Hospital 'Local Share' Update**

Various groups continue to meet about the municipal 'local share' required for the two new hospital builds. R. Ward has presented to various councils on the matter. As this continues to evolve, all municipalities will look at their own situation and decide what they can do towards a proactive solution. Almaguin is now at the table with MAHC and part of the discussion. This is significant progress. Almaguin Highland Health Council representatives have been clear that we must maintain the MAHC services in Almaguin and expand them as possible.

C) **Progress Report**

R. Ward reviewed the March 2023 Progress Report for the Council.

D) **Other business**

Secretary introduced the idea of moving Council meetings from the AHHC boardroom into the other member communities. The goal is to open discussions about what is required for healthcare in member municipalities. What services do others need? The meeting may include a tour of healthcare facilities in the municipality where applicable, or highlight vacant space where possible services could be stationed. All in favor. April's meeting tentatively booked in McMurrich-Monteith. Details to follow.

Secretary shared that with the BFFHT move from the top floor of the AHHC to the main floor east wing, three small units will be available on the upper level. The Village of Burk's Falls plans to refresh these spaces with the goal of having them rental ready in the summer. Perfect for social services and health related professions.

C. Hope discussed the concept of a charitable foundation being formed that would support the AHH Centre and Almaguin. Discussions are occurring and research undertaken. More to come on this matter.

It was asked that a representative of the BFFHT attend the next meeting of Council to share plans for the renovation of the east wing space and speak to the email that was sent regarding contributions to the 5 catchment municipalities. R. Ward to reach out to S. Van Den Heuvel, Interim ED, regarding this request.

2023- 08 Moved by B. McCabe - Seconded by V. Roeder-Martin

THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 11:14 am to meet again on April 6, 2023, at 10:00 am. Carried.

Location to be determined.

AHH Council – Key Areas of Focus & Progress- March 2023

This summary provides the information related to the key areas of Focus and Progress as outlined in June 2019 for the Almaguin Highlands Health Council...



Ontario Health Team Partnership

Document and communicate the specific healthcare needs of the entire Almaguin Highlands in order to create our vision of people-centred care within our own community. Establish partnership with OHT (or OHT's) which aligns with and supports our vision.



High-Speed Internet Throughout Almaguin Highlands

Ensure that high-speed internet, a key component in the future of healthcare delivery, is available to every resident of the Almaguin Highlands. The goal is to help level the playing field and ensure our residents can access existing and future digital healthcare options.



Attract & Retain Healthcare Professionals

Ensure excellent healthcare to our region through continuous efforts to both attract new professionals and retain the ones we have. The goal is to build an exceptional team of healthcare professionals, working together across the region.



Coordinate Healthcare Services to Serve Entire Region

Advocate for new and expanded healthcare services and help influence decisions which protect our region. Continually partner with our healthcare providers in support of the specific healthcare needs of our community.

Progress: Items in red and bolded below are new this month...

- AHHC participation in MAOHT Digital Working Group (on-going)
- AHHC participation in MAOHT Collaboration Steering Committee (on-going)
- AHHC now part of MAOHT Health Human Resources Working Group (on-going)
- **AHHC requested to join Home and Community Care Working Group**

- High-speed build-out by Bell announced for portions of Almaguin region August 2022 (details TBD)
- **Additional high-speed announcements coming Spring of 2023**

- Confirmed additional AHHC funding to assist with OTN / BFFHT renovations
- **MAOHT “recruitment funding” - 8 supporting resolutions to-date**
- **MAOHT Recruiter on board as of February 2023 – assisting with needs in Almaguin**

- **Regular MAHC update meetings with Muskoka and area municipal heads of council**
- **MAHC “local share” funding discussions continue with all 12 Almaguin municipalities**
- **AHHC continues with “local share” committee (MAHC, foundations, municipalities)**



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53 St. Aubin Avenue, PO Box 330
Moonbeam, ON P0L 1V0
TEL (705)-367-2244 FAX (705)-367-2610
administration@moonbeam.ca

**THE CORPORATION OF THE TOWNSHIP OF MOONBEAM
RESOLUTION**

NUMBER: 042-2023
DATE: March 2, 2023
PROPOSED BY: Jessica Gibson Demers
SECONDED BY: Nadine Morin

WHEREAS an announcement in the media was made that the English Public School Boards Association, the largest school association in the province, is asking for the end of the moratorium on most pupil accommodation reviews;

AND WHEREAS this announcement potentially threatens the future closure of schools in many single school municipalities;

AND WHEREAS access to education and the presence of a school in a community is an essential service and has a direct link to the quality of life in a community;

AND WHEREAS schools play a key role in improving services and quality of life in a community and are viewed as activity centres where children have access to education, health services, recreation and culture;

AND WHEREAS schools are an important factor in the retention and attraction of residents in a community and is essential in order to resolve labour shortages and allow economic development and growth in small rural municipalities;

AND WHEREAS demographics in many areas are currently shifting and changing quickly as we work on meeting needs of many Ontario residents during a housing crisis;

NOW THEREFORE BE IT RESOLVED that Council is requesting provincial government through the Minister of Education to extend the moratorium on most pupil accommodation reviews in order to allow municipalities, townships, neighborhoods or subdivisions the opportunity to prosper, develop and grow without being hindered by school closure because of current low enrollments that could quickly change.

FURTHER BE IT RESOLVED that this resolution be forwarded to Premier Doug Ford, MPP Guy Bourguoin and all Ontario municipalities.

Carried Defeated Differed

Éric Côté

President Officer

Registered vote requested by:

Page 256 of 302

Name	Yes	No
Côté, Éric		
Della-Pieta, Jacques		
Gibson Demers, Jessica		
Le Saux Néron, Hélène		
Morin, Nadine		

Certified by: Biggitté Corneil
Clerk

March 3, 2023

Good morning/afternoon,

Ontario is taking action to streamline and modernize its almost 50-year-old environmental assessment process that is too slow, unnecessarily burdensome and costly, to build Ontario while continuing to protect the environment. As part of this plan, we are making practical changes that would ensure strong environmental oversight while reducing delays to get shovels in the ground on projects that matter most to Ontario communities.

Today, on behalf of the Ministry of the Environment, Conservation and Parks, I am writing to let you know that the Municipal Class Environmental Assessment (EA) has been amended as part of the ministry's work on EA modernization.

Over the last three years, our modernization efforts have focused on ensuring strong environmental oversight while reducing delays on infrastructure projects that matter most to Ontario communities. This process includes considering input from stakeholders and Indigenous communities and streamlining requirements for low-risk municipal infrastructure projects, while maintaining strong environmental oversight and protection.

In 2019, the Ministry of the Environment, Conservation and Parks invited the proponents of class environmental assessments to review their assessment process and to propose changes to reduce duplication and better align assessment requirements with risk. We started consulting with municipalities, government agencies and Indigenous communities on the proposed amendments to the Municipal Class EA in 2020. I want to thank all who have offered feedback on the proposed amendments, through submitting comments, participating in webinars and correspondence. We have considered all comments received during the consultation, in addition to conducting our own analysis before the minister decided on the proposed amendments to the Municipal Class EA.

After careful consideration, the decision was made to approve many of the proposed amendments to the Municipal Class EA, including amendments proposed by the ministry. Various changes were made to the Municipal Class EA to update project schedules to better align the level of assessment with the environmental impact of the project. By looking at smarter, more modern ways of doing business, we're making sure important public services and infrastructure projects can get off the ground faster without unnecessary costs and delays.

Based on input received from Indigenous communities and Ministry of Citizenship and Multiculturalism (formerly the Ministry of Tourism, Culture and Sport) regarding the need to ensure the protection of archaeological resources and burial sites, an archaeological screening process will be required for various project types that are now eligible for exemption. The exemption will be conditional on the completion and outcome of the screening. The archaeological screening process consists of three questions with links to various tools and criteria developed under the *Ontario Heritage Act*. Proponents must carry out the specified research and consultation to accurately respond to each question, including consultation with Indigenous Communities, municipal governments, and Ministry of Citizenship and Multiculturalism, and may require the assistance of a licensed archaeologist. A project that the screening process applies to would not be exempt unless the archaeological screening process is completed as required, project documentation maintained and all mitigation measures that are identified through the screening process are implemented.

Please see Appendix 1 of the Municipal Class EA for more information on the new archaeological screening process.

Detailed information on the approved amendments to the Municipal Class EA, including the Minister of the Environment, Conservation and Parks' reasons for making the amendments, can be found at: <https://ero.ontario.ca/notice/019-5069>. The changes are effective as of the date of posting on the Environmental Registry of Ontario, March 3, 2023.

Proponents authorized to proceed with projects through the Municipal Class EA are required to proceed in accordance with the transition provisions set out in the amended Municipal Class EA, as it came into effect on March 3, 2023. Municipalities should review the amended Municipal Class EA to determine the impact on their project.

If you have any questions, please contact Stephen Deneault, Project Officer, by e-mail at: Stephen.Deneault@ontario.ca and the Environmental Assessment Modernization Team at: EAModernization.MECP@ontario.ca.

Sincerely,



Annamaria Cross
Director, Environmental Assessment Modernization Branch
Ministry of the Environment, Conservation and Parks

Ministry of the Environment,
Conservation and Parks

Environmental Assessment
Modernization Branch

135 St. Clair Avenue West
4th Floor
Toronto ON M4V 1P5

Ministère de l'Environnement, de
la Protection de la nature et des Parcs

Direction de la modernisation des processus
d'évaluation environnementale

135, avenue St. Clair Ouest
4^e étage
Toronto ON M4V 1P5



March 10, 2023

Good day,

Ontario is taking continued action to streamline and modernize its almost 50-year-old environmental assessment (EA) process that is not reflective of best practices, unnecessarily burdensome and costly. We are proposing sensible, practical changes that would continue to provide strong environmental oversight while reducing delays to get shovels in the ground on projects that matter most to Ontario communities.

Today, on behalf of the Ministry of the Environment, Conservation and Parks, I am writing to let you know about our latest efforts to modernize the environmental assessment (EA) program in Ontario.

As the next step in this work, we are seeking your feedback on the following postings:

- [Moving to a project list approach under the Environmental Assessment Act](#)
- [Evaluating municipal class environmental assessment requirements for infrastructure projects](#)
- [Improving timelines for comprehensive environmental assessments](#)

Please note: we are seeking comments on these postings by May 9, 2023.

If you have any questions or comments about the postings, you may contact the Environmental Assessment Modernization Team at: EAModernization.MECP@ontario.ca.

We value your feedback and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "A. Cross".

Annamaria Cross
Director, Environmental Assessment Modernization Branch
Ministry of the Environment, Conservation and Parks

Ministry of Natural Resources and
Forestry
Policy Division

Director's Office
Crown Forests and Lands Policy Branch
70 Foster Drive, 3rd Floor
Sault Ste. Marie, ON P6A 6V5

Ministère des Richesses naturelles et des
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Division de la politique

Bureau du directeur
Direction des politiques relatives aux forêts et
aux terres de la Couronne
70, rue Foster, 3^e étage
Sault Sainte Marie, ON P6A 6V5



March 17, 2023

Hello,

We are writing to let you know that on March 16, 2023, the Ministry of Natural Resources and Forestry made an update to the proposal to make amendments to [Ontario Regulation 161/17](#) under the [Public Lands Act](#) regarding the use of floating accommodations.

The changes to the proposal are described in the updated proposal notice on Ontario's Regulatory Registry and the Environmental Registry of Ontario (ERO) (ERO number [019-6590](#)), which was first published on February 24, 2023 and updated on March 16, 2023.

In the updated proposal, we are still proposing to amend Ontario Regulation 161/17 to clarify the structures or things that cannot be placed and used for overnight accommodation on water over public land.

The following changes proposed in the original posting have been removed through the update:

- reducing the number of days that a person can camp on water over public land (per location, per calendar year) from 21 days to 7 days
- increasing the distance that a person camping on water must move their camping unit to be occupying a different location from 100 metres to 1 kilometre
- adding a new condition to prohibit camping on water within 300 metres of a developed shoreline, including any waterfront structure, dock, boathouse, erosion control structure, altered shoreline, boat launch and/or fill
- harmonizing the conditions for camping on public land so that residents and non-residents are required to follow the same conditions when camping on water over public lands or on public lands
- specifying conditions for swim rafts, jumps, ramps for water sports, heat loops and water intake pipes
- clarifying that camping on a road, trail, parking lot or boat launch is prohibited
- amending the regulation to add the following to the list of excluded public lands to which section 21.1 of the *Public Lands Act* and Ontario Regulation 161/17 do not apply:

- lands subject to an agreement authorizing the use of those lands
- lands subject to an authorization under the *Aggregate Resources Act*.

We encourage you to review the updated proposal notice (ERO number [019-6590](#)) and provide feedback through the ERO. The comment period for the proposal closes on **April 11, 2023**.

Sincerely,

Peter D. Henry, R.P.F.
Director, Crown Forests and Lands Policy Branch
Ministry of Natural Resources and Forestry

c: Pauline Desroches, Manager, Crown Lands Policy Section



Almaguin Adult Learning Centre
324 Highway 124, PO Box 280
South River, ON P0A 1X0
p. 705-386-0764 f. 705-386-0029
almaguinadultlearning@outlook.com

The Municipality of Magnetawan
4304 Hwy #520
PO Box 70
Magnetawan ON P0A 1P0

Dear Council Members,

We at AALC wanted to take this opportunity to update your Council on our activities and experiences over the last few years as we navigated the Covid-19 pandemic. While extremely challenging at times, AALC was able to effectively adapt to these changes and, we believe, is stronger and more effective for this experience.

With the support of our communities, the Ministry of Labour, Immigration, Training and Skills Development, and outside granting agencies, AALC was able to acquire many of the tools needed to address the extraordinary challenges we were met with. We were able to quickly move much of our programming and processes online, which allowed us to continue to work with our learners. The move was met with a great deal of enthusiasm from both our learners and our partner agencies

We continue to offer training both online and in person, assisting learners to reach their educational and employment goals. For many of our learners, virtual learning continues to be preferred given our wide-spread communities, and the cost of, or lack of, transportation and childcare. AALC will continue to expand its available programming as needs are identified and funding allows. As well, with the reopening of our centres, we are able to help members of our communities again, providing access to printing, faxing, the internet, tech support, and more.

AALC is committed to providing programs and services which we believe are crucial to our learners' success. Our core funding from MLITSD continues to fall short of rising costs and does not allow us to provide support for all those who come to us for help. We are once again requesting support from each Municipality we serve in the amount of .55¢ per capita. We ask that Council approve such a donation to help us help the communities we serve. These contributions to our programs will allow us to continue to do the important and necessary work that we do.

All of us at AALC thank you for your ongoing support and we look forward to continuing to serve our communities. We would be happy to come and present to Council, or if you require further information or clarification, please feel free to contact us at 705-386-0764.

Deborah Kurtzer-Johnston
Executive Director
Almaguin Adult Learning Centre

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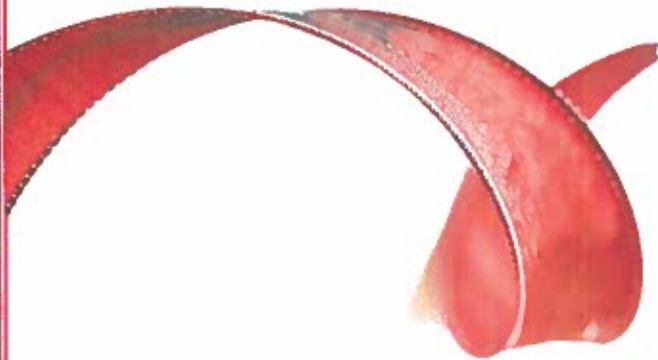
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In memory of Emily Watts.



**Municipality of
Magnetawan**

P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Lead Contact: Scott Edwards
Public Works Superintendent
P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Email: publicworks@magnetawan.com

Request for Tender

Project Name: "TENDER 2023-01 Gravel (A + B)"

Granular 'A' – Quarried 7/8" 13,135 Metric Tonnes

Granular 'B' 2" 3,154 Metric Tonnes

Date of issue: Monday March 27, 2023

Tender Submission Deadline: Thursday April 27, 2023

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting tenders for Gravel (A+B).

This Request for Tender document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com

Any information contained in the Request for Tender that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

1.02 Submission of Tenders

Tenders shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Tender included as Section 5 at the end of this document. A designated signing officer authorized to bind the Bidder to the provisions of their Tender must sign the Form of Tender. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Tender.

All hard copy tenders must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0

Electronic submissions will be accepted in response to this RFT due to the COVID-19 pandemic. Electronic submissions will not be reviewed until the tender opening date.

Faxed submissions will not be accepted.

Project Name: TENDER 2023-01 GRAVEL (A+B)

Tenders must be received no later than Thursday April 27, 2023 at 3:00pm

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Tenders delivered by the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the Tender Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

*Scott Edwards
Public Works Superintendent
PO Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0
publicworks@magnetawan.com*

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFT process.

1.04 Schedule

The schedule set out herein represents the Municipality of Magnetawan’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFT Issue Date	Monday March 20, 2023
Final date of posting addenda	Thursday April 6, 2023 by 4:30pm
Tender Submission Deadline	Thursday April 27, 2023 by 3:00 p.m.
Tender Opening	Thursday April 27, 2023 by 3:30 p.m.

1.05 Required Review and Clarification

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact to allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFT will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFT in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFT.

1.06 Amendments to the RFT

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFT prior to the Tender Submission Deadline. No addenda shall be posted after **Thursday, April 6, 2023**. Addenda will be posted to our website at www.magnetawan.com and will be available in the Municipal Office.

1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
- c. adjust a Bidder's scoring or reject a Bidder's Tender based on:
 - i) a financial analysis,
 - ii) information provided by references,
 - iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan,
 - iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFT process; or
 - v) other relevant information that arises during the RFT process.
- d. verify with any Bidder or with a third party any information set out in a Tender.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Tender contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- h. make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i. select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFT process at any stage.
- k. cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l. accept or reject any or all Tenders in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n. if a single Tender is received, reject the Tender of the sole Bidder, and cancel this RFT process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFT.

1.09 Tender Expiry Date

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 60 days from the Tender submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

1.10 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

1.11 Invoicing

The Vendor will be solely responsible submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

1.12 Method of Delivery of Invoices

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.13 Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

1.15 Freedom of Information

Any personal information required in the Tender is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Tenders received by the Municipality of Magnetawan become a public record. Once a Tender is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Tenders may be available to the public, including personal information. Questions about the collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, as amended may be directed to the Lead Contact.

1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Tender must be submitted with the Tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Tender opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.
- b. The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (100%) of the total estimated Tender. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Tender deposit cheque.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work PLEASE SEE SCHEDULE A & B to TENDER 2023-01 on page 11

The tendered price shall include Operator(s) and Unit(s). Should Schedule 1 require payment by the tonne, the method of weighing shall be in accordance with Ontario Provincial Standards Specification (OPSS) Form 502. In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on indicated load for a portable scale) but not more than three (3) times the Limits of Error, the scale may continue to be used for no more than forty eight (48) hours.

Where the scale is in error by more than three (3) times the Limits of Error, weighing of material on the scale must cease immediately. All materials to be weighed on certified scales approved by Weights and Measures Canada. Platform on scales must be of sufficient length to weigh the complete unit. (no split weighing) All scales, and electronic equipment must be capable of providing a printed ticket. Loader Bucket Scales are Not Acceptable.

Spills Reporting Spills or discharges of pollutants or contaminates under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

Pre-marking of overhead wires and obstructions is the responsibility of the Contractor. In the event of damage to overhead wires or obstructions it is the Contractors responsibility to notify the required utility companies or 911 along with the Municipality.

2.02 Services Required

The services to be provided by the successful Bidder will include but not be limited to those areas as set out below. Generally, services provided by the successful Bidder in each area shall include but not be limited to: Granular particles must satisfy the requirements of Table 1 - Gradation Requirements and OPSS Forms 314, 1001 and 1010. Stockpiling shall conform with the requirements of OPSS Form 1001. Where the tender includes application of granular materials, materials may be applied by dump-truck tailgate, providing care is taken to avoid segregation.

Where the total thickness of crushed material called for in the Schedule exceeds 100mm thickness, it shall be placed in multiple layers. Each layer shall not exceed 100mm in thickness. Compaction is not a requirement of this contract, unless otherwise specified.

Where compaction is required, OPSS Form 501 is applicable and material shall be compacted to one hundred per cent (100%) of maximum dry Proctor density. During the term of this agreement a minimum of five hundred (500) metric tonnes per day for ten (10) consecutive days, excluding weekends, must be applied. A penalty of \$500.00/day, at the Municipality's discretion may be applied if agreed to quantities are not supplied on schedule.

2.03 Core Key Deliverables/Requirements

The Municipality has the following general requirements of a potential preferred vendor for Gravel:

- a. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. The successful bidder shall also deliver proof of Workman's Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice. The Municipality may also require HST compliance.

2.04 Payment Schedule

Payment of the contract amount, subject to the statutory holdback (*Construction Act*) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

2.05 Deficiency Hold Back

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed ("Deficiency Holdback") for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality's satisfaction may be retained out of the Deficiency Holdback.

2.06 Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipalities future contracts for a period of two (2) years.

2.07 Completion Date:

The Contractor shall commence delivery of 'B' gravel per Schedule B within five (5) business days of written notice to commence, from the Municipality (typically in mid to late June). After 'B' gravel is complete, 'A' gravel placement shall commence immediately per Schedule B. The Contractor shall complete the entirety of the work within this contract within twenty (20) business days of receiving written notice from the Municipality, to commence work.

If the time limit above is not enough to permit completion by the Contractor, working a normal number of hours, the Contractor shall make changes to permit the work to be completed within the allotted time. Additional costs incurred shall be deemed to be included in the price submitted by the Bidder for this Tender.

If the work is not completed by the above time frame or by an amended time frame allowed by an approved extension of time (see Form M-100, Subsection 107-2) then the Contractor agrees

to pay the Municipality of Magnetawan the sum of Five Hundred Dollars (\$500.00) per calendar day, for each day's delay in finishing the work, excluding weekends.

2.08 Testing

The owner (Municipality) will be responsible for transportation and testing of samples, if necessary, at a designated Laboratory. Sieve analysis (gradation requirements) and percent crushed tests may be performed.

The contractor shall be responsible for field sampling in the presence of the Superintendent of Public Works. The lot size has been predetermined to be three thousand (3,000) metric tonnes. Samples for testing may be required. The time that samples are to be taken will be at the discretion of the Superintendent of Public Works. Samples may be taken from the stockpile at the source or on the road.

Section 3 Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Tenders fairly and completely, Bidders shall provide all information requested in the format set out in the RFT. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) set of their Tender, containing the following items:

• An indication of the Proponent's understanding of the project scope and requirements, including how the specific required services shall be met.	
• An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent.	
• An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team.	
• A Completed proposal package including signatures.	
• Proposal Addendums signed by Proponent for acknowledgement.	
• All necessary funds.	

3.02 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an award based on the tenders received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFT.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Tender, and/or may be contacted verbally by the Lead Contact.

Section 4 Evaluation of the Tenders

4.01 Evaluation Criteria, Process and Award

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Tender or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFT and Tender. Discussions will be limited to specific sections of the RFT identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a tender deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the tenders received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFT.

4.02 Basis of Rejection of Tender

Tenders not conforming to the requirements within this document and/or the following will be disqualified:

- a. Tender must be legible, in ink, typewritten, or by printer.
- b. Tender must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Tender must be signed and sealed by an authorized official of the bidding organization.
A joint tender must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100, Sub-section 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a certified cheque, in the amount of 10% of the total tender, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alterations of the tender price. However, such increases or decreases shall not exceed 20%. (See Form M-100, Subsection 103-1)

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this tender form becomes the agreement for the performance of the work between the contractor and the Municipality.

SCHEDULE A 2023-01

As per OPSS 1010 – Granular A Quarried 7/8” (Gran. A) and Granular B Type 1 (2”) (Gran B.)

Item Number	Item Description	Quantity	Unit Price	Total
1	SUPPLY AND APPLY See Schedule B -Location of Work	12,289 MT (approx.) Gran A/B Combined		
2	STOCKPILED AT THE PUBLIC WORKS YARD See Schedule B	3,000 MT Gran A.		
3	STOCKPILED AT THE PUBLIC WORKS YARD See Schedule B	1,000 MT Gran B.		
			TOTAL without HST	\$

SCHEDULE B 2023-01

Schedule 1: Locations and Quantities

ROAD NAME	MATERIAL	FROM		TO	NOTE	SECTION	LENGTH (km)	TONNES Gran B	TONNES Gran A
1. SUPPLY AND APPLY									
Nipissing Road South	Gran. A	Orange Valley Road	South to	Seguin Border	Depth 7.62 cm	1330-35	4.0		4,751
Holden Road	Gran. A	Hwy 520	to	End	Depth 7.62 cm	950	1.5		1,616
Lake Cecebe Road	Gran. A	Hwy 520	to	End	Depth 7.62 cm	1090	1.3		1,831
Feldspar Road	Gran. A	Lake Cecebe Road	to	End	Depth 7.62 cm	700	0.4		354
24/25 Side Road	Gran. A	Hwy 124	to	End	Depth 10.62 cm	50	1.0		1,583
24/25 Side Road	Gran. B	Hwy 124	to	End	Depth 15.24 cm	50	1.0	2,154	
2. STOCKPILE									
Stock Pile	Gran. A								3,000
3. STOCKPILE									
Stock Pile (18 Miller Rd Yard)	Gran. B							1,000	
Totals							9.2	3,154	13,135

General Note: Pre Site Meeting With Grader Operator to Confirm Locations Required

Section 5 Form of Tender

I/We, the Undersigned, having examined this Request for Tenders, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide gravel, without undue delay, and by completion date.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2023.

AUTHORIZED SIGNATURE

ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below
Last posted addendum on the website on Thursday April 6, 2023 _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Company Seal



ICYMI

**In Case You Missed It!
Council Highlights
March 08, 2023**



To read the complete minutes, agenda packages and by-laws please visit our website at www.magnetawan.com



Council approved the 2023 Budget and passed By-law 2023-11 levying the rates of taxation for the year 2023.

Council passed By-law 2023-10 lowering the Speed Limit from 80 km/h to 60 km/h for the whole length of Ahmic Lake Road.



Council passed resolution 2023-68 rescheduling the April 19, 2023, meeting of Council to April 12, 2023

Council passed resolution 2023-64 appreciating the important work that the Almaguin Community Hatchery Program has done and continues to do within the Municipality and authorizes a donation to pay for the additional liability insurance for 2023. Council also passed 2023-65 respectfully requesting that the Almaguin Community Hatchery Program be permitted to continue its invaluable work in restocking walleye and educating students about Stewardship in the Almaguin Area and directed Staff to forward this resolution to surrounding communities as well as the Hon. Graydon Smith



That we are conducting a 2023 Health Services Survey? Visit our website and click on the RED BAR on the home page to take the online survey now or contact us at the Municipal Office for a hard copy!



The next open public meeting of Council is March 29, 2023, at 1:00 pm at the Magnetawan Community Centre.

Questions? Concerns? Ideas? Contact the Municipal Office at (705) 387-3947 or by email at info@magnetawan.com

Council Approval Accounts Payable and Payroll

Meeting Date: Mar. 29/23

Accounts Payable

Amount

Batch # 2023-00030 \$ 300.00
Cheque Date: Mar. 14/23
From: 24149 To: 24149

Batch # 2023-00032 \$ 516,460.15
Cheque Date: Mar. 29/23
From: 24151 To: 24203

Batch # \$
Cheque Date:
From: To:

Batch # \$
Cheque Date:
From: To:

EFT
Batch # 2023-00033 \$ 24,651.87

EFT
Batch # \$

Total Accounts Payable \$ 541,412.02

Cancelled Cheques

Payroll

Staff Pay \$ 38,165.76
Pay Period: # 5
Direct deposit and
Cheque # to #

Staff Pay \$ 38,342.31
Pay Period: # 6
Direct deposit and
Cheque # to #

Council Pay

Pay Period: #
All Direct deposit \$

Total Payroll \$ 76,508.07

Total for Resolution

\$ 617,920.09

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2023-00030 to 2023-00035

Bank Code - CURR - CURRENT ACCOUNT

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
24148	2023-03-14	VOID - PAYROLL CHEQUE			
24149 20230314	2023-03-14	LANGFORD RICHARD 1-4-1000-2010 - COUNCIL - MA	COUNCIL SURVEY	300.00	300.00
24150	2023-03-22	VOID - PAYROLL CHEQUE			
24151 159849	2023-03-29	ADAMS BROS. CONSTRUCTION LTD. 1-4-4020-2020 - LF - LATRINE I 1-4-4030-2015 - RECY - LATRII 1-1-1100-1102 - HST RECEIVA	TOILET RENTAL-MAR. 11- TOILET RENTAL-MAR. 11- HSTBIReb Tax Code	152.64 152.64 33.72	339.00
24152 ARM-23-26	2023-03-29	Township Of Armour 1-4-2200-2010 - BLEO - MATEF 1-4-2200-2025 - BLEO - MILEA 1-4-2200-1010 - BLEO - WAGE 1-1-1100-1102 - HST RECEIVA	FEB/23 BYLAW EXPENSE FEB/23 BYLAW EXPENSE FEB/23 BYLAW EXPENSE HSTBIReb Tax Code	149.98 115.40 1,106.95 151.58	1,523.91
24153 538589007-03/2	2023-03-29	Bell Mobility 1-4-4020-2420 - LF - LANDFILL 1-4-4030-2420 - RECY - LANDF 1-4-4020-2120 - LF - OFFICE 1-1-1100-1102 - HST RECEIVA	LANDFILL SURVEILLANCE LANDFILL SURVEILLANCE LANDFILL SURVEILLANCE HSTBIReb Tax Code	10.18 10.17 0.71 2.33	23.39
24154 95961742	2023-03-29	BELL MOBILITY INC 1-4-2000-2053 - FD - COMMUN 1-4-3101-2053 - J - COMMUNIC 1-1-1100-1102 - HST RECEIVA	TOWER RENTAL TOWER RENTAL HSTBIReb Tax Code	59.89 59.88 13.23	133.00
24155 20230301	2023-03-29	BISHOP, WILLIAM MICHAEL 1-4-1000-1310 - COUNCIL - CO	ROMA	282.05	282.05
24156 7998	2023-03-29	CLARK-KAVANAGH HOMES INC. 1-4-3101-8000 - J - CAPITAL E 1-1-1100-1102 - HST RECEIVA	THOMPSON STEAMER HSTBIReb Tax Code	20,830.31 2,300.79	23,131.10
24157 300432	2023-03-29	COMWAVE 1-4-1200-2050 - ADMIN - TELEI 1-1-1100-1102 - HST RECEIVA	VOIP LINES HSTBIReb Tax Code	53.18 5.87	59.05
24158 20230331	2023-03-29	CONSEIL SCOLAIRE CATHOLIQUE FRANCO-NOR 1-4-8300-6130 - FS SCHOOL R	1ST QTR 2023 LEVY	2,294.10	2,294.10
24159 0455474P	2023-03-29	CURRIE TRUCK CENTRE 1-4-3228-2070 - TR28 - REPAIF 1-4-3229-2070 - TR29 - REPAIF 1-1-1100-1102 - HST RECEIVA	TRUCK #28 & #29 LIQUID TRUCK #28 & #29 LIQUID HSTBIReb Tax Code	160.21 160.21 35.39	355.81
24160 66831	2023-03-29	GOURLAY NICOLE 1-4-1200-1310 - ADMIN - CONF	NG - MLP UNIT 3	412.45	412.45
24161	2023-03-29	Peter Dunnett			

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2023-00030 to 2023-00035

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
2023-03-12		1-4-2000-1410 - FD - VOLUNTE	FIRST AID TRAINING - FD	540.00	540.00
24162	2023-03-29	Sam Dunnett			
20230301		1-4-1000-2010 - COUNCIL - MA	MILEAGE REIMBURSEMEI	47.60	47.60
24163	2023-03-29	EASTHOLME HOME FOR THE AGED			
1STQTR-2023		1-4-6010-2010 - HOME - EASTH	1ST QTR LEVY 2023	62,950.75	62,950.75
24164	2023-03-29	ECOVUE CONSULTING SERVICES			
21-2125-602		1-1-1100-1138 - AVR - W. GREE	GREEN SEVERANCE	498.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	55.08	553.70
24165	2023-03-29	EASTERN ONT EMERGENCY TRAINING ACADEM'			
2023-65		1-4-2000-1310 - FD - CONFERE	FPO COURSE - FD	375.00	375.00
24166	2023-03-29	FISHER'S REGALIA			
51928		1-4-2000-2012 - FD- PREVENT	FF UNIFORM	76.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.43	84.74
24167	2023-03-29	GREER GALLOWAY CONSULTING ENGINEERS			
27159		1-4-3011-3040 - A - CULVERT/I	CIVIL ENGINEER - CULVE	162.82	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.98	180.80
24168	2023-03-29	INLAND LIFERAFTS & MARINE			
29752		1-4-2000-7130 - FD - EQUIPME	ZIPPER LUBRICANT-WATI	55.10	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.15	57.25
24169	2023-03-29	PAUL JENNY			
12		1-4-2600-2400 - REC - RECRE/	CARDIO CLASS - FEB. 6, '	400.00	400.00
24170	2023-03-29	KELLOGG ERICA E			
20230315		1-4-1200-1315 - ADMIN - TRAIN	HEALTH & SAFETY TRAIN	25.98	25.98
24171	2023-03-29	CONSEIL SCOLAIRE PUBLIC DU NORD-EST DE			
20230331		1-4-8300-6110 - FP SCHOOL R	1ST QTR 2023 LEVY	1,777.97	1,777.97
24172	2023-03-29	MAGNETAWAN BUILDING CENTRE (PARKS)			
101-109930		1-4-7200-2010 - PARKS - MATE	SUPPLIES	5.94	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.66	6.60
101-110060		1-4-7300-2400 - HALL - REPAIF	SUPPLIES	4.94	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	0.64	5.58
101-110071		1-4-7300-2400 - HALL - REPAIF	SUPPLIES	17.54	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	2.28	19.82
101-110394		1-4-7300-2010 - HALL - MATER	SUPPLIES	2.49	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	0.32	2.81
101-110393		1-4-7300-2400 - HALL - REPAIF	SUPPLIES	4.94	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	0.64	5.58
101-110531		1-4-7200-2010 - PARKS - MATE	SUPPLIES	90.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.99	100.43
			Payment Total:		140.82
24173	2023-03-29	MAGNETAWAN BUILDING CENTRE (ROADS)			
103-108269		1-4-3053-2010 - E3 - MATERIAI	SUPPLIES	-356.78	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	-39.41	-396.19
103-108265		1-4-3053-2010 - E3 - MATERIAI	SUPPLIES	356.78	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	39.41	396.19

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101-110537			1-4-3101-2010 - J - MATERIALES	SUPPLIES	76.14	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	4.11	80.25
101-110026			1-4-3101-2400 - J - BUILDING MATERIALS	SUPPLIES	45.13	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	4.99	50.12
103-108041			1-4-3101-2080 - J - SMALL TOOLS	SUPPLIES	11.18	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	1.24	12.42
101-110261			1-4-3101-2010 - J - MATERIALES	SUPPLIES	17.29	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	1.91	19.20
103-107858			1-4-3101-2400 - J - BUILDING MATERIALS	SUPPLIES	33.55	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	3.71	37.26
104-86170			1-4-3101-2400 - J - BUILDING MATERIALS	SUPPLIES	63.07	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	6.97	70.04
				Payment Total:		269.29
24174	2023-03-29	MAGNETAWAN BUILDING CENTRE (LANDFILL)				
104-86408			1-4-4020-2010 - LF - MATERIALS	SUPPLIES	24.73	
			1-4-4030-2010 - RECY - MATERIALS	SUPPLIES	24.72	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	5.46	54.91
103-107035			1-4-3101-2080 - J - SMALL TOOLS	SUPPLIES	10.67	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	1.18	11.85
				Payment Total:		66.76
24175	2023-03-29	MINISTER OF FINANCE				
3022022314590			1-4-2500-2010 - PROTECT - PC	JANUARY 2023 - OPP LSR	39,043.00	39,043.00
24176	2023-03-29	MINISTER OF FINANCE				
L0172361760			1-2-1000-1045 - EHT PAYABLE	FEBRUARY 2023 EMPLOY	2,544.51	
			1-4-1300-2310 - TREAS - BANK	FEBRUARY 2023 EMPLOY	210.85	2,755.36
24177	2023-03-29	MAGNETAWAN BAIT & TACKLE (PARKS)				
1655592			1-4-2600-2015 - REC - EVENTS	FAMILY DAY SUPPLIES	29.76	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	3.29	33.05
1658830			1-4-7300-2010 - HALL - MATERIALS	SUPPLIES	9.84	9.84
				Payment Total:		42.89
24178	2023-03-29	HURONIA ALARM & FIRE SECURITY INC.				
1220810			1-4-3101-2400 - J - BUILDING MATERIALS	18 MILLER MONITORING F	268.65	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	29.67	298.32
24179	2023-03-29	CEDAR SIGNS				
0664			1-4-3101-2350 - J - SIGNAGE	NEW LIGHTING - FLASHIN	9,575.63	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	1,057.67	10,633.30
0716			1-4-3101-2350 - J - SIGNAGE	STREET SIGN - MARY ST.	155.66	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	17.19	172.85
0855			1-4-3101-2350 - J - SIGNAGE	AHMIC LAKE RD. - SPEED	619.43	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	68.42	687.85
				Payment Total:		11,494.00
24180	2023-03-29	JIM MOORE PETROLEUM				
617792			1-4-3101-2022 - J - CLEAR DIESEL	CLEAR DIESEL - 18 MILLE	4,445.72	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	491.05	4,936.77
617793			1-4-3101-2023 - J - DYED DIESEL	FURNACE OIL - 18 MILLEF	501.81	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	55.43	557.24
617978			1-4-7200-2024 - PARKS - HEATING	PARKS GARAGE - FURNA	405.68	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	44.81	450.49

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617262			1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE - 18	1,526.95	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	168.66	1,695.61
616971			1-4-3101-2023 - J - DYED DIES	DYED DIESEL - 18 MILLEF	681.10	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	75.23	756.33
616970			1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL - 18 MILLE	4,603.24	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	508.45	5,111.69
616795			1-4-7200-2024 - PARKS - HEAT	PARKS GARAGE - FURNA	840.18	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	92.80	932.98
617742			1-4-7300-2024 - HALL - HEATIN	FURNACE OIL - PAVILION	714.70	
			1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	92.91	807.61
617743			1-4-7300-2024 - HALL - HEATIN	FURNACE OIL - COMMUN	1,062.35	
			1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	138.11	1,200.46
				Payment Total:		16,449.18
24181	2023-03-29	MOORE PROPANE LIMITED				
23021604			1-4-3101-2024 - J - HEATING	PROPANE - 18 MILLER RC	2,909.00	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	321.31	3,230.31
23021605			1-4-4020-2024 - LF - PROPANE	SUPPLIES	326.03	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	36.01	362.04
				Payment Total:		3,592.35
24182	2023-03-29	MHBC PLANNING LIMITED				
5029351			1-1-1100-1125 - A/R - WIENS	WIENS CONSENT REVIEV	1,519.03	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	167.78	1,686.81
5029352			1-1-1100-1139 - A/R - KLAHANI	MAGNETAWAN-CAMP KL	158.75	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.53	176.28
5029353			1-1-1100-2016 - A/R - S FERRA	FERRANTE - LOT 7, CON	1,863.23	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	205.80	2,069.03
5029350			1-4-8010-2210 - PLN - LEGAL F	MAGNETAWAN PER DIEM	445.71	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.23	494.94
				Payment Total:		4,427.06
24183	2023-03-29	NIPISSING-PARRY SOUND CATHOLIC DISTRICT				
20230331			1-4-8300-6120 - ES SCHOOL R	1ST QTR LEVY 2023	3,946.51	3,946.51
24184	2023-03-29	NEAR NORTH LABORATORIES INC.				
94030			1-4-4300-2010 - W-SYS - MATE	WATER TEST	123.67	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.66	137.33
24185	2023-03-29	NEAR NORTH DISTRICT SCHOOL BOARD				
20230331			1-4-8300-6100 - EP SCHOOL R	1ST QTR 2023 LEVY	275,557.63	
			1-2-1100-1200 - DUE TO EP BC	2022 SUPPS/OMITS	5,905.63	
			1-2-1100-1200 - DUE TO EP BC	2022 W/O	-1,584.03	279,879.23
24186	2023-03-29	Hydro One Networks				
3189-MAR/23			1-4-3800-5016 - STREET - ROC	ROCKWYNN LANDING LIC	33.94	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.02	37.96
8809-FEB/23			1-4-3101-2030 - J - HYDRO	18 MILLER RD. - NEW GAI	490.06	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	61.16	551.22
0309-FEB/23			1-4-7200-2030 - PARKS - HYDF	18 MILLER RD. - TWSP	225.47	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	27.65	253.12
3087-MAR/23			1-4-3800-5014 - STREET - AHM	AHMIC HARBOUR STREE	51.68	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.35	58.03
6780-MAR/23			1-4-7205-2030 - P - HYDRO	6527 HWY 124	31.68	

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2621-MAR/23		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.88	35.56
		1-4-2006-2030 - AHMIC STATIC	60 AHMIC ST.	89.00	
		1-4-7700-2030 - AHMIC - HYDR	60 AHMIC ST.	177.98	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	39.31	
			Payment Total:		306.29
					1,242.18
24187	2023-03-29	ORKIN CANADA CORPORATION			
C-3894739		1-4-7300-2400 - HALL - REPAIF	MONTHLY RODENT CONT	271.20	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	35.26	306.46
24188	2023-03-29	WASTE CONNECTIONS OF CANADA INC.			
328651		1-4-4010-4010 - GARBAGE - CI	FEBRUARY 2023 - WASTE	1,925.71	
		1-4-4030-4012 - RECY - RECYC	FEBRUARY 2023 - WASTE	2,335.60	
		1-4-4030-4020 - RECY - INSUR	FEBRUARY 2023 - WASTE	3,742.90	
		1-4-4030-4014 - RECY - RECYC	FEBRUARY 2023 - WASTE	4,631.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,395.65	14,031.23
24189	2023-03-29	RUSSELL CHRISTIE LLP			
63-283-392		1-1-1100-2012 - A/R - T BLACK	BLACK, MICHAEL & TRAC	563.27	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	62.22	625.49
63-283-427		1-1-1100-1167 - A/R - S STEVE	MAUNU, LEE & STEVANUS	480.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	45.43	525.80
63-283-415		1-1-1100-1176 - A/R - CARL LO	LORUSSO, CARL - DEEMI	545.95	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	52.98	598.93
63-283-429		1-1-1100-2013 - A/ R - S DUNN	SAM & MARIA DUNNETT S	662.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	57.97	720.80
63-283-384-2		1-1-1100-2006 - A/R - J HERAN	LAND EXCHNAGE - MOM	518.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	57.25	575.63
63-283-407-2		1-1-1100-1184 - A/R - TAX REC	WALKER, MICHAEL - TAX	669.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	73.98	743.69
63-283-403-2		1-1-1100-1184 - A/R - TAX REC	2402169 ONTARIO INC. T/	571.77	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	62.27	634.04
63-283-405-2		1-1-1100-1184 - A/R - TAX REC	SHANTHAKUMAR - TAX AI	441.88	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	48.81	490.69
63-283-404-2		1-1-1100-1184 - A/R - TAX REC	JAROSZKIEWICZ - TAX AF	451.93	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.91	501.84
63-283-406-2		1-1-1100-1184 - A/R - TAX REC	SHANTHAKUMAR - TAX AI	453.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	50.08	503.47
63-283-424		1-4-6300-8000 - CHURCH ST -	VIOLET VANPAMELEN - 2I	1,452.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	153.11	1,605.59
63-283-276-7		1-4-8010-5014 - PLN - GENER/	GENERAL MATTERS	643.53	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	71.08	714.61
			Payment Total:		8,240.58
24190	2023-03-29	TOWNSHIP OF RYERSON			
RTO-2023-009		1-4-2000-1500 - FD - REGIONA	2023 SOUTH EAST PS FIR	4,170.41	4,170.41
24191	2023-03-29	SERVICE 1 MUFFLERS & MORE			
1241		1-4-3226-2070 - TR26 - REPAIF	TRUCK #26 - MARKER LAI	46.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.15	51.84
1213		1-4-3052-2010 - E2 - MATERIAI	SNOW PLOWING SUPPLII	152.92	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.89	169.81
			Payment Total:		221.65

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24192	2023-03-29	SDB TRUCK & EQUIPMENT REPAIRS			
12738		1-4-2021-2070 - TR521 - REPA	SAFETY	930.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	102.73	1,032.82
12740		1-4-2014-2070 - TR514 - REPA	SAFETY	1,242.49	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	137.24	1,379.73
12737		1-4-2031-2070 - TR531 - REPA	SAFETY -	1,138.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	125.77	1,264.47
12734		1-4-2010-2070 - TR510 - REPA	SAFETY - TR	376.51	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	41.59	418.10
12739		1-4-3229-2070 - TR29 - REPAIF	TRUCK #29 - REPAIRS	488.45	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	53.95	542.40
12742		1-4-7218-2070 - TR12 - REPAIF	SERVICE & INSPECTION -	684.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	75.64	760.49
			Payment Total:		5,398.01
24193	2023-03-29	SIMCOE GASES INC.			
120597		1-4-3101-2080 - J - SMALL TOC	ACETYLENE - ROADS	249.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	27.54	276.85
24194	2023-03-29	SILVER SCREEN PRINTING			
2125		1-4-1200-2010 - ADMIN - OFFIC	STAFF SHIRTS	111.12	
		1-4-1000-2010 - COUNCIL - MA	STAFF SHIRTS	106.58	
		1-4-2000-2010 - FD - MATERIA	STAFF SHIRTS	27.84	
		1-4-2100-2010 - CBO - MATERI	STAFF SHIRTS	27.84	
		1-4-2200-2010 - BLEO - MATEF	STAFF SHIRTS	18.67	
		1-4-3101-2010 - J - MATERIALS	STAFF SHIRTS	112.04	
		1-4-7200-2010 - PARKS - MATE	STAFF SHIRTS	118.14	
		1-4-4020-2010 - LF - MATERIAL	STAFF SHIRTS	83.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	66.87	672.28
2123		1-4-2100-2010 - CBO - MATERI	PARKS - LEFT CHEST PRI	35.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.55
			Payment Total:		711.83
24195	2023-03-29	STAPLES BUSINESS ADVANTAGE			
62377145		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	59.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.56	65.94
62209172		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	7.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.79	7.90
62482530		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	115.93	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	12.80	128.73
62441444		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	15.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.69	16.92
			Payment Total:		219.49
24196	2023-03-29	SPECTRUM TELECOM GROUP LTD			
21187-R3N8		1-4-2000-2056 - FD - RADIO UF	UPDATED RADIO PROGR.	526.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	58.17	584.78
C1271636		1-4-2000-2053 - FD - COMMUN	TOWER RENTAL - PW & F	203.52	
		1-4-3101-2053 - J - COMMUNIC	TOWER RENTAL - PW & F	203.52	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.96	452.00
			Payment Total:		1,036.78
24197	2023-03-29	SIGNCRAFT CANADA INC.			
2062		1-4-3101-2350 - J - SIGNAGE	BUMP SIGNS	854.79	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	94.41	949.20
24198	2023-03-29	AJ STONE COMPANY LTD			
173133		1-4-2000-2018 - FD - PPE & FIF	FIRE HOSE	459.76	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	50.79	510.55
24199	2023-03-29	TILSON TOM			
20230316		1-4-4020-2420 - LF - LANDFILL	REIMBURSEMENT - SUPP	82.61	
		1-4-4030-2420 - RECY - LANDF	REIMBURSEMENT - SUPP	30.50	113.11
24200	2023-03-29	TRACKS & WHEELS EQUIPMENT BROKERS			
P14348		1-4-7214-2070 - TRACTOR 3 - I	PARTS-400 HR SERVICE I	332.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	36.74	369.29
24201	2023-03-29	TRACKMATICS INC			
40601		1-4-3101-2045 - J - GPS MONIT	GPS MONITORING - ROAC	451.82	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.90	501.72
40547		1-4-3219-2070 - LOADER - REF	DIAGNOSIS OF WHEEL LC	305.28	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.72	339.00
40552		1-4-7200-2045 - PARKS - GPS I	GPS MONITORING - PARK	106.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.80	118.65
40568		1-4-2110-2045 - CBO VEHICLE	GPS MONITORING - CBO	35.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.55
			Payment Total:		998.92
24202	2023-03-29	D.M. WILLS ASSOCIATES			
22956		1-4-3011-8000 - A - CULVERT/I	PROJECT 9301 - ORANGE	1,984.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	219.18	2,203.50
24203	2023-03-29	WINDSOR			
5300639259		1-4-3052-2010 - E2 - MATERIAL	SANDING	9,385.55	
		1-4-3052-4010 - E2 - CONTRAC	SANDING	6,257.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,727.78	17,370.36
			Total COMPUTER CHEQUE:		516,760.15

ONLINE BANKING

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4515920	2023-03-13	RECEIVER GENERAL			
FEB 15-28/23		1-2-1000-1047 - CPP PAYABLE	FEB. 15-28/2023 PAYROLL	5,946.08	
		1-2-1000-1048 - EI PAYABLE	FEB. 15-28/2023 PAYROLL	2,035.97	
		1-2-1000-1049 - INCOME TAX F	FEB. 15-28/2023 PAYROLL	11,530.96	19,513.01
4515925	2023-03-13	RECEIVER GENERAL			
FEB. 15-28/23		1-2-1000-1047 - CPP PAYABLE	FEB. 15-28/2023 PAYROLL	638.36	
		1-2-1000-1048 - EI PAYABLE	FEB. 15-28/2023 PAYROLL	226.00	
		1-2-1000-1049 - INCOME TAX F	FEB. 15-28/2023 PAYROLL	1,197.80	2,062.16
PAP	2023-03-11	LAKELAND POWER - EFT			
077271-FEB/23		1-4-3800-5012 - STREET - MAC	MAG STREET LIGHTS	111.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.86	124.92
073239-FEB/23		1-4-3800-5012 - STREET - MAC	MAG VILLAGE STREET LI	851.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	106.29	957.96
072693-FEB/23		1-4-7600-2030 - HERITAGE - H	4205 HWY 520	75.58	

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2023-00030 to 2023-00035

ONLINE BANKING

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.43	85.01
073252-FEB/23		1-4-7300-2030 - HALL - HYDRC	4304 HWY 520	1,335.25	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	196.58	1,531.83
076598-FEB/23		1-4-7200-2030 - PARKS - HYDF	61 SPARKS ST.	140.60	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.55	158.15
076283-FEB/23		1-4-7200-2030 - PARKS - HYDF	4135 HWY 520 PARK	58.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.32	66.03
072642-FEB/23		1-4-2005-2030 - MAG STATION	81 ALBERT ST.	135.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.95	152.80
			Payment Total:		<u>3,076.70</u>
			Total ONLINE BANKING:		<u>24,651.87</u>
			Total CURR:		<u>541,412.02</u>

Certified March 29th, 2023

Mayor

Treasurer

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023 -

Being a By-law to amend By-law No. 2001-26, as amended, the Zoning By-law for the Corporation of the Municipality of Magnetawan with respect to lands located on Concession 11, Lot 7, former Municipality of Chapman, in the Municipality of Magnetawan (Roll: 494401000225200).

WHEREAS the Council of the Corporation of the Municipality of Magnetawan is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, R.S.O. 1990;

AND WHEREAS the owner of the subject lands has filed an application with the Municipality of Magnetawan to amend By-law 2001-26 as amended;

AND WHEREAS the Council of the Corporation of the Municipality of Magnetawan deems it appropriate to amend By-law No. 2001-26 as amended;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. Schedule 'A', to Zoning By-law No. 2001-26 as amended, is further amended by zoning lands legally described as Lot 7, Concession 11, former Municipality of Chapman, in the Municipality of Magnetawan, to the Rural (RU) Zone, Rural Residential (RR) Zone and Environmental Protection (EP) Zone as shown on Schedule 'A' attached forming part of the By-law.

This By-law take effect on the date of its passage, subject to the provisions of Section 34 (30) and (31) of the Planning Act (Ontario).

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto this 29 day of March 2023.

Sam Dunnett, Mayor

Kerstin Vroom, CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023 –

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE
PROVISION OF A REGIONAL FIRE TRAINING PROGRAM**

WHEREAS Section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities;

AND WHEREAS the Municipality of Magnetawan wishes to enter in an Agreement with our neighbouring municipalities to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute the Agreement, substantially in the format attached;
2. By-law number 2021-03 and any other conflicting by-laws are hereby rescinded upon passage of this by-law.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 29th day of March, 2023

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THIS AGREEMENT MADE THIS DAY OF , 2023

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON
(hereinafter called "Ryerson")
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called "Armour")
OF THE SECOND PART

AND

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS
(hereinafter called "Burk's Falls")
OF THE THIRD PART

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called "Magnetawan")
OF THE FOURTH PART

AND

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called "Kearney")
OF THE FIFTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF PERRY
(hereinafter called "Perry")
OF THE SIXTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF McMurrich/Monteith
(hereinafter called "McMurrich/Monteith")
OF THE SEVENTH PART

WHEREAS Section 20(1) of the Municipal Act 2001, S.O. 2001 Chapter 25 authorizes municipalities to enter into agreements to jointly provide for matters that each municipality has the authority to provide;

AND WHEREAS the Parties to this municipal agreement have established Fire Departments individually or in concert with other Parties to this agreement and are individually authorized to provide training therefore;

AND WHEREAS the Parties deem it in the best interests of the public to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. In this Agreement the following words and phrases have the meaning assigned to them below:

"Cost of Administration" means the actual cost of administering the Fire Training Program and contracting with the Service Provider, of a minimum of \$2,000.00 and up to a maximum of 11.11% of the Cost of Operation.

"Cost of Operation" means the amount that the Administrator is required to pay to the Service Provider(s) or to third parties under a contract to provide the Regional Fire Training Program.

"Cost of the Program" means the aggregate of the Cost of Operation, the Cost of Administration and the Cost of Termination.

"Cost of Termination" means any amount which the Administrator is required to pay on behalf of the Parties hereto flowing directly or indirectly from the termination of a contract with a Service Provider, including, but not limited to severance, damages, and legal costs of the Service Provider or the Administrator.

"Regional Fire Training Program" shall mean the joint Fire Department Training Program undertaken by the Parties.

"Service Provider" means person(s) or corporation(s) contracted by the Administrator to plan and carry out the Regional Fire Training Program. James Gary Courtice shall be deemed to have received the approval of the Regional Fire Chief's Committee as a qualified Service Provider with whom the Administrator is authorized to negotiate a contract.

2. The Parties agree to obtain and provide for the joint training of Fire Department staff and agree to share the costs thereof in accordance with Section 9. The Cost of Operation shall not exceed \$92,900.00 per annum unless such amount is increased by the unanimous consent of the Parties. Notwithstanding the foregoing, the Administrator may enter into a contract wherein the Cost of Operation exceeds the foregoing, by an amount no greater than 20%, at the direction of the Regional Fire Training Committee.
3. The Regional Fire Training Program (the "Program") shall be carried out in accordance with National Fire Protection Association (NFPA) standards and the Program Outline set out in Schedule A attached hereto, subject to modifications authorized by the Regional Fire Training Committee and agreed to by the Service Provider.

4. The Corporation of the Township of Ryerson is hereby appointed by the Parties as the Administrator of the said Program. The duties and responsibilities of the Administrator are as follows:
- (a) To enter into a contract for the provision of the Regional Fire Training Program with one or more Service Providers, which contract shall have a term no longer than the Term of this Agreement. (Such contract to be in the name of the Township of Ryerson);
 - (b) To provide each Party with a draft annual budget for the Regional Training Program for budgeting purposes prior to October 31 and a final budget by February 28 of the subsequent calendar year;
 - (c) To collect from the Parties each Party's share of the Cost of the Program in the proportions specified in Schedule B on a quarterly basis, commencing on the first day of the second month or part thereof following the Commencement of this agreement, and continuing on the first day of every third month thereafter. The Administrator shall invoice the Parties in advance. Payment shall be made within 30 days after invoice. Past due payments shall be charged interest at a rate of 1.5% per month.
 - (d) To pay the Service Provider(s) or others as required by the terms of any contract referenced in subsection (a) above;
 - (e) To interact with any government agency or other third party concerning this Agreement;
 - (f) To maintain records as required by Law and/or as it would maintain for its own operations.
 - (g) To advise the Parties on a timely basis of any issues involving the contract including:
 - Issues affecting the Cost of the Program
 - Any dispute involving the Service Provider
 - Any written recommendation of the Regional Fire Training Committee communicated to the Administrator
 - Any decision by the Administrator to suspend the operation of the program.
5. The Parties hereby establish the "Regional Fire Training Committee", the purpose of which is to:

- (a) authorize increases to the Cost of Operation in accordance with Section 2;
 - (b) work directly with the Service Provider with respect to training, content, scheduling, and other program training matters; and
 - (c) provide specific direction to the Administrator as contemplated in Section 6.
6. The Administrator shall not take any of the following actions without the approval of a majority of the members of the Regional Fire Training Committee expressed in writing and signed by them:
- (a) where the contract with the Service Provider specifies certain times during the term of such contract where the Administrator has the right to continue or end the contract with the Service Provider (such as the end of a probationary period or an annual performance review, and the contract is not required to contain such provisions), a decision to continue with the Service Provider's contract.
 - (b) the termination of an existing Service Provider or the engagement of another Service Provider, but the latter does not apply to the decision by an existing Service Provider to incorporate or to the engagement of James Gary Courtice who is deemed to already be approved.
 - (c) a change in the Regional Fire Training Program (such as adding additional training) that causes the Cost of Operation to increase by less than a factor of 20% above the initial cost of operation.
7. Members of the Committee shall be the fire department Chief or Acting Chief (who is identified in the most current appointment by-law pertaining to each Fire Department). Each Party shall have the authority (or in the case of Armour, Ryerson and Burks Falls all three acting in concert) to designate another person by by-law or resolution to be its member of the Committee in place of the Chief or Acting Chief. Each member of the Committee shall have one vote. Each Party hereto shall forthwith notify the Administrator in writing who its representative is and of any change in representation.
8. The Regional Fire Training Committee may establish its own organization as it sees fit and may meet in person or by telephone or other electronic means, or not meet at all, provided that recommendations on the matters set out in Section 6 must be in writing and signed by a majority of Committee members. Such signed recommendations may be

communicated to the Administrator by email or any other electronic means acceptable to the Administrator.

9. The Parties hereto agree that the Cost of the Program shall be shared in the proportions set out in Schedule B, subject to the following:

Armour, Burks Falls and Ryerson, who jointly operate one of the fire departments, shall divide the share of Cost of the Program assigned to their joint fire department among themselves in accordance with any separate cost-sharing agreement that applies to sharing such costs among themselves and shall be invoiced separately.

10. The Administrator may in its own absolute discretion suspend the operation of the Regional Training Program at any time when the Administrator believes that the training cannot be adequately delivered by the Service Provider for any reason. During such period of suspension the Administrator shall take reasonable steps to minimize the Cost of the Program insofar as the contract between the Administrator and Service Provider allows; and shall attempt to terminate its contract with the Service Provider (on the recommendation of the Regional Fire Training Committee) and replace the Service Provider if it appears that the program cannot be resumed within a reasonable time. If the Program is not resumed within a period of 120 days, this agreement shall be terminated. In the event of a suspension of the Program, this Agreement shall be extended by the number of days of the period of suspension.

11. Each of the Parties shall provide the Service Provider or its employees with:

- (a) any appropriate or required by-law which may be necessary for the Service Provider to carry out its duties and obligations;
- (b) the necessary facilities (where held within a municipality which is a Party hereto), equipment and training supplies, including pens, paper, books, and copies of the lesson/safety plans without charge to the Service Provider to carry out training sessions involving members of its own Fire Department. In addition, each party shall make available the officers of its Fire Department (whose members are receiving training) to participate in such training and to assist the Service Provider in delivering such training.

12. Each Party agrees to indemnify the Administrator and all other Parties, their Councils, officers and employees to the extent of that Party's liability to Pay the Cost of the Program, from any and all future costs, claims, damages or liability arising or resulting directly or indirectly from the

provision of the Regional Training Program including, but not limited to, the Cost of Termination.

13. This agreement shall come into effect on the 1st day of January 2024 and shall terminate on the 31st day of December 2027.

14. This Agreement may be amended at any time by the mutual consent of all Parties, after the Party desiring the amendment(s) provides the other Parties a minimum of ninety (90) days written notice of the proposed amendment(s).

15. This Agreement replaces any former Agreement, and the former Agreement shall be considered null and void as of the date of passing of this Agreement.

16. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Ryerson on the day of , 2023

THE CORPORATION OF THE
TOWNSHIP OF RYERSON

Per: _____
George Sterling, Mayor

Per: _____
Judy Kosowan, Clerk-Deputy
Treasurer

By Burk's Falls on the day of , 2023.

THE CORPORATION OF THE VILLAGE
OF BURK'S FALLS

Per: _____
Chris Hope, Mayor

Per: _____
Nicky Kunkel, Clerk-Administrator

By Armour on the day of 2023.

THE CORPORATION OF THE
TOWNSHIP OF ARMOUR

Per: _____
Rod Ward, Mayor

Per: _____
John Theriault, Clerk/Treasurer-
Administrator

By Magnetawan on the day of , 2023.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____
Sam Dunnett, Mayor

Per: _____
Kerstin Vroom, CAO/Clerk

By Kearney on the day of , 2023.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Cheryl Phillip, Mayor

Per: _____
Cindy Filmore, Acting Clerk

By Perry on the day of , 2023.

THE CORPORATION OF THE

TOWNSHIP OF PERRY

Per: _____
Norm Hofstetter, Mayor

Per: _____
Beth Morton, Clerk-Administrator

By McMurrich/Monteith on the _____ day of _____, 2023.

THE CORPORATION OF THE
TOWNSHIP OF
MCMURRICH/MONTEITH

Per: _____
Glynn Robinson, Mayor

Per: _____
Cheryl Marshall, Clerk-Treasurer

SCHEDULE A

Description of the Regional Fire Training Program

The Service Provider shall deliver a comprehensive Regional Firefighter Training Program that will bring the member fire departments up to the current provincial and federal standards and help to implement best practices in firefighting.

The Service Provider will deal with the Administrator for administrative purposes and will deal directly with the Regional Fire Training Committee or its members for training organization, content scheduling and evaluation. The Service Provider will attend any meetings of the Regional Fire Training Committee and Council meetings of the member municipalities as requested.

For each training session, the Service Provider will provide the host Fire Chief with a master copy of the lesson plan / safety plan. The Fire Chief will provide the necessary facilities, equipment and training supplies, including pens, paper, books and copies of the lesson plan / safety plan for the firefighters in attendance. The host fire department will also be responsible for keeping general order during meetings and for disciplining firefighters if necessary.

General Service Provider Responsibilities

- Develop / provide all lesson and safety plans to current NFPA / MTO standards and to ensure that departments are in compliance with all relevant legislation
- Schedule and coordinate all training sessions with the in-house training officers and Fire Chiefs
- Maintain and keep all records, stored electronically and in hardcopy. Electronic backups of department records will be provided monthly to each fire department, with a full copy of all records provided monthly to the Administrator. Monthly hardcopies of firefighter records will also be provided to the relevant fire department.
- Conduct regular assessments / evaluations for each firefighter and follow up with progress reports to both the individual and the Fire Chief. Organize assessments and provide statistics by individual firefighter, by department and by region.
- Service Provider must, at a minimum, maintain and stay current with its own and any employee's training certifications held at the time of proposal
- All required lesson topics shall be completed within a period of 18 months or as per the new NFPA requirements and begin again to ensure skills remain consistent with NFPA standards and to the needs of the departments and municipalities
- Develop / improve departmental and regional training policies as required and in collaboration with the Regional Fire Training Committee
- Provide its own Personal Protective Equipment (PPE) for each training module
- Protect the health and safety of the Service Provider's workers and the firefighters at all times as per the Occupational Health and Safety Act

Regular Training Meetings

- A minimum of one nightly training session to be held every other week at each of the Burk's Falls, Kearney and Magnetawan fire halls. Perry and McMurrich/Monteith will share training sessions, with the location of the scheduled session to alternate between their fire halls. Each session shall be a minimum two hours or time as required to complete each session
- A firefighter from any department can attend any of the sessions
- Following the specific training plan as laid out, the Service Provider will, at each session, either act as lead instructor or will assist the in-house trainer/facilitator as per the Fire Chief's judgement
- Training sessions should be geared to the season (i.e. portable pump training for grass fires in spring)

Specialty Training Modules

- A minimum of FOUR (4) specialty training modules will be offered per year
- Specialty modules to be delivered on either weeknights or weekends, so long as they do not conflict with regular training nights
- Class size will be maximum of 20 firefighters
- Specialty module topics should include but not be limited to
 - Firefighter Recruitment module in early part of the year (approx. 80-100 hours)
 - Drivers D and Z and evaluations (to MTO standards)
 - Pump Operations
 - Water Ice Rescue
 - Auto Extrication
 - Winter Driving
 - Class A Fire Suppression
 - Company Officer
- Modules offered to be reviewed by the Regional Fire Training Committee after 18 month period

Officer Meetings

- One meeting per month, training the officers in supervisory and leadership skills, location to be decided.

SCHEDULE B
List of Participating Fire Departments

Participating Fire Department	Municipalities Responsible for Paying Its Share of Costs	Percent of Program Cost to be paid
Burks Falls & District Fire Department	Twp. Of Armour, Twp. of Ryerson & Village of Burks Falls*	20%*
Magnetawan Fire Department	Municipality of Magnetawan	20%
Kearney Fire Department	Town of Kearney	20%
Perry Fire Department	Township of Perry	20%
McMurrich/Monteith Fire Department	Township of McMurrich/ Monteith	20%

*NOTE: Armour, Ryerson & Burks Falls are responsible for paying between them 20% of the Costs of the Program, to be split between themselves in accordance with a separate cost-sharing agreement between them.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023-

Being a By-law to confirm the proceedings of Council March 29, 2023

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. Ratification and Confirmation

THAT the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date(s) with respect to each motion, resolution and other action passed and taken by this Council at its meetings, except where otherwise required, is hereby adopted, ratified, and confirmed as if such proceedings and actions were expressly adopted and confirmed by its separate By-law.

2. Execution of all Documents

THAT the Mayor of the Council of the Municipality of Magnetawan and the proper officers of the Municipality of Magnetawan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Municipality to such documents.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 29th day of March 2023.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

on deck

Thank you for agreeing to my reputation. I hope that you will truly listen to the concerns regarding the use of the Ahmic Harbour Community centre as a daycare centre.

Now that The Guitar Pickers Restaurant and the hotel are not open, there is nowhere for the community to meet.

I have my honours degree in Early Childhood education from George Brown College in Toronto. I supervised many centers for Metroplitin Toronto.

This site does not meet the requirements as stated in the Day care act.

5.7 square feet per child in an outside area. A lot more money would have to be investigated in the community centre to comply with the regulations. It would only service the minority and not the majority of people in Ahmic Harbour.

I was successful in Sudbury with being a part of creating the family resource Centre which utilized a house and made it work. The Karwartha Credit union in Magnetawan reminds me of that project.

This project of putting a daycare in the Ahmic Harbour community centre was discussed at the February 4th council meeting. People in Ahmic Harbour only found out about it from the minutes of the March 8th meeting. It would be clear that a resolution to agree in principle was made in that meeting to allow a lease for a daycare in the community centre.

It would have been easy for council to post on the lighted sign of this proposal to allow the people of Ahmic Harbour to Express their concerns.

A community meeting could have been held in the community centre.

This did not happen.

The Recreation in Ahmic Harbour was non existent. James decided to make a Christmas Float on our trailer to cheer up the people during Covid

To date the Ahmic Harbour Recreation committee has put on one Christmas event during Covid with no kitchen in the community centre. We brought small appliances

We also did a Canada day parade and Bbq during Covid which someone complained about.

James and I even did a Halloween walk through during Covid because the centre still was not available.

We did a haunted house last year. This past Christmas was the first time that we had a fridge, kitchen available but still no stove. It was very well attended.

If the Municipality enters into a lease for a daycare it will no longer belong to the community. It would be almost impossible to set up an event on a Friday night with the Municipality having tput in tables and chairs and store the day care equipment.

would this be a private or public daycare?

Usually when there is a lease, they have full control as they are paying for the property.

Many people have expressed concerns also for the safety of the children. There is no playground and the park would be dangerous to walk to. Fireball us attached and minutes count to save lives. The mailboxes are there which might not be accessible due to cars from daycare..

~~would this be a public or private daycare case~~

We are getting stopped before we even got started.

Other groups have expressed that they were hoping to rent the space.

Rick Putnan was hoping to do weddings

The Almaguin Ball team was hoping to use it for their game events.

Many people were hopeful that they could do craft salesmen rummage sales, art and gardening courses and Bbqs.

A dog show and Pow wow were also mentioned,

In closing as I understand it and was printed in North bay .com, The Crossman family donated the building and the land for free when they could no longer run the community centre in 2016.

They had run it successfully and and built the structures by hand in 1976 and 1986.

It sat vacant and used for storage for the Municipality of Magnetawan for awhile.

In the article Mr Sam Dunnet said that the total cost of renovations would be around \$135000. He was quoted saying that he believed that it was worth the cost. He also stated that the community centre was an asset in the North Bay nippissing . Com article.

The Municipality of Magnetawan was awarded \$67,677 through Fed Nor under The Canada 150 Community Infrastructure program .

According to the clerk Andrew Farnsworth, He was q quoted as saying that there would be a grand reopening of the community centre which has not happened.

He was also quoted as saying that the facility had served the people well in the past and he knew that it would do so in the future.

This was in 2016 and we are now in 2023.

People in Ahmic Harbour used to have The Guitar Pickers restaurant and the hotel.

Neither are open.

The community centre is the only place now where people can meet.

If the hotel was open it might not be as bad.

Too many people in Ahmic Harbour have lost their identity

It would have been easy for Magnetawan to post on the lights sign on the community centre to engage the community to voice their opinions on the daycare proposal.

Thank you hearing my deputation and I hope that you will consider what the community centre represents and its history.

Thank you